DUCHESNE COUNTY SCHOOL DISTRICT
POLICY MANUAL

SECTION 1 - LOCAL DISTRICT GOVERNANCE

1.0100 SCHOOL BOARD

1.0100.01 *BOARD OF EDUCATION: BOARD LEGAL STATUS*

Issue Date: 9/11/14
BA

Body Corporate

As provided by Utah law, the Board of Education of Duchesne County School District is a body corporate, and has as official seal conformable to its name. A "body corporate" is a public corporation and legal subdivision of the state, vested with the powers and duties of a government entity.

Utah Code Ann. § 53A-3-401 (2018)

Political Subdivision of the State of Utah

The Board of Education of Duchesne County School District is a political subdivision of the State of Utah.

Utah Constitution, Article XI, Section 8

As an extension of the state government, the district is qualified as a non-profit and eligible to receive tax-deductible charitable contributions as described in the Internal Revenue Service code section 170(1) for exclusively public purposes.

Number of School Board Members

The Board of Education of Duchesne Count School District consists of five members. If the student population increases hereafter to 10,000 or more students, as reported to the State Office of Education in the October 1 student count, the number of members on the Board shall increase to seven members and shall remain at seven members despite subsequent changes in the student population.

Utah Code Ann. § 20-A-14—202(1) (2016)

1.0100.02 *BOARD OF EDUCATION: POWERS AND DUTIES*

Issue Date: 9/11/14
Updated: 2/13/20
BAA

Promote Education

The Board has the legal power and duty to do all things necessary for the maintenance, prosperity and success of the schools and for the promotion of education and to exercise all powers given by statute. The Board's legal powers and duties include the actions set forth in this policy, but are not necessarily limited to the listed powers and duties.

Utah Code Ann. § 53G-4-402(20) (2019)

Govern

The Board of Education recognizes that under Utah law "it is the province of the Board of Education to determine what things are detrimental to the successful management, good order, and discipline of the schools and the rules required to produce" successful management, good order, and discipline in the schools.

Beard v. Board of Education, 16 P.2d 900 (Utah 1932)

Adopt Rules

Adopt such policies, regulations, and bylaws as the Board deems proper for the operation of the Board and for the control and management of the District's schools.

Utah Code Ann. § 53A-3-402(14), (15) (2019)

Levy Taxes

Establish tax rates each year and submit the proposed rate to the county legislative body in which the District is located according to statutory procedures:

Utah Code Ann. § 53F-8-201 (2019)
Utah Code Ann. § 53F-8-401 (2018)
Utah Code Ann. § 53F-8-202 (2018)
Utah Code Ann. § 53F-8-402 (2019)

Annual Budget

Prepare, adopt, and file a budget for the next succeeding fiscal year with the county legislative body in which the District is located as required by statute.

Utah Code Ann. § 53F-8-201 (2019)

Bequests

Receive bequests and donations or other monies or funds which are made for educational purposes.

Utah Code Ann. § 53G-4-402(12) (2019)

Acquisition and Ownership of Property

Acquire and hold real and personal property in the name of the District, inclusive of all rights and titles, and lease and lease with an option to purchase property. The Board of Education has the direction and control of all school property in the district.

Utah Code Ann. § 53G-4-401(4) (2019)

Eminent Domain

Exercise the right of eminent domain to acquire property.

Board of Education of South Sanpete School District v. Barton, 617 P.2d 347 (Utah 1980).
Olsen v. Board of Education of the Granite School District, 571 P.2d 1336 (Utah 1977).

Employ Personnel

Employ by contract a Superintendent, Business Administrator, Principal(s), teacher(s), or other executive officer(s) and set salary schedules therefor.

Utah Code § 53G-11-202 (2018)
Utah Code § 53G-4-301 (2018)
Utah Code § 53G-4-302 (2012)

Close Schools and Change School Boundaries

Close schools or suspend operation of schools or change school attendance area boundaries as determined to be appropriate by the Board of Education after appropriate public notice and hearing as required by statute.

Allen v. Board of Education Weber County School District 236 P.2d 756 (Utah 1951)
Save Our Schools v. Board of Education of Salt Lake City, 2005 UT 55
Utah Code § 53G-4-402(21) (2019)

Sue and Be Sued

Sue and be sued in the name of the District.

Utah Code § 53G-4-401(4) (2019)

Fulfill Other Statutory Duties and Exercise Other Statutory Powers

The Board also has the duty to comply with such other duties as are set forth in the laws and regulations of Utah and the United States, and also may exercise the powers and authorities established by such laws and regulations.

1.0100.03 *BOARD MEMBERS: ELIGIBILITY AND QUALIFICATION*

Issue Date: 9/11/14
BBA

General Qualifications

Each board member must

Be and remain a registered voter in the District;

Maintain his or her primary residence within the local school board district from which the member is elected or appointed; and

Take the constitutional oath of office:

a. “I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of Utah, and that I will discharge the duties of my office with fidelity.”

Utah Constitution Art. IV, Sec. X

Utah Code § 53G-4-201 (2018)
Utah Code § 20A-14-202(2) (2016)

Conflict of Interest

A member of the Board of Education may not, during the member's term of office, also serve as an employee of the Board.

Utah Code § 20A-14-202(3) (2016)

1.0100.04 *BOARD OF EDUCATION: ELECTIONS AND REAPPORTIONMENT*

Issue Date: 9/11/14
BBB

Term

The term of office for an elected member shall be four years, except as required because of reapportionment as set forth below, and begins on the first Monday in January following the election.

Utah Code Ann. § 20A-14-203(2) (1995)

Candidacy

An individual may become a candidate for election to the Board by filing a declaration of candidacy with the county clerk and paying the fee as required in Utah Code Ann. § 20A-9-202.

Utah Code Ann. § 20A-14-203(1) (1995)

Elections

No more than three (3) members [five (5) for a 7 member board] may be elected to the board in any election year, unless otherwise required as a consequence of reapportionment, as set forth below, or to fill a vacancy by election under Policy 1.0100.05.

Reapportionment Does Not Cut Short Board Member Terms

Reapportionment does not affect the right of any school board member to complete the term for which the member was elected.

Utah Code Ann. § 20A-14-201(3)(a) (2005)

Representation of School Board Districts after Reapportionment

1. If after reapportionment only one board member whose term extends beyond reapportionment lives within a reapportioned school board district, that board member shall represent that school board district.

2. If after reapportionment two or more members whose terms extend beyond reapportionment live within a reapportioned school board district, the members involved shall select one member by lot to represent that school board district.

    a. The other members shall serve at-large for the remainder of their terms.

b. Notwithstanding the number of board members otherwise established by law, the at-large board members shall serve in addition to the designated number of board members for the board in question for the remainder of their terms.

3. If after reapportionment there is no board member living within a school board district whose term extends beyond reapportionment, the seat for that school board district shall be treated as vacant and filled as provided in policy 1.0100.05.

Utah Code Ann. § 20A-14-201(3)(b) (2005)

Adjustment of Term Lengths Because of Reapportionment

If, before an election affected by reapportionment, the county or municipal legislative body that conducted the reapportionment determines that one or more members must be elected to terms of two years to meet this part's requirements for staggered terms, the legislative body shall determine by lot which of the reapportioned local school board districts will elect members to two-year terms and which will elect members to four-year terms. All subsequent elections are for four-year terms.

Utah Code Ann. § 20A-14-201(4) (2005)

1.0100.05 *BOARD OF EDUCATION: VACANCIES ON THE BOARD*

Issue Date: 9/11/14
Updated: 12/4/25
BBC

Appointment

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

Utah Code § 20A-1-511(1) (2025)

Interim appointment followed by election for two-year term

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

Utah Code § 20A-1-511(2) (2025)

School board to provide notice of pending appointment and interview candidates

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

Utah Code § 20A-1-511(3)(a) (2025)

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

1. Be given at least two weeks before the Board meeting where the vacancy will be filled;

2. Inform the public of:

    a. The date, time, and place of the Board meeting at which the vacancy will be filled; and

    b. The person to whom and date and time before which an interested individual may submit his or her name for consideration for appointment to fill the vacancy.

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

Utah Code Ann. 20A-1-511(3) (2025)

Conflict of Interest Disclosure Statement —

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

Utah Code § 20A-1-511(5) (2025)
Utah Code § 17-16-1.5 (2025)
Utah Code § 17-16-6.5(2)(g)(iv) (2025)

Appointment pending effective resignation of Board member

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

Utah Code § 20A-1-511(4) (2025)

1.0100.06 *BOARD OF EDUCATION: BOARD INTERNAL OPERATION*

Issue Date: 8/10/05
Updated: 05/12/2022
BD

Election of Board President and Vice President

1. The Board of Education shall elect a president and a vice president whose terms of office are for two years and until their successors are elected.

2. The elections shall be held during the first local school board meeting in January following a regular local school board election held in the district.

3. An officer appointed or elected by a local school board may be removed from office for cause by a vote of two-thirds of the local school board.

4. When a vacancy occurs in the office of president or vice president of the local school board for any reason, a replacement shall be elected for the unexpired term.

5. Attendance of a simple majority of the local school board members constitutes a quorum for the transaction of official business.

Utah Code § 53G-4-203(1-5)(2019)

1.0100.07 *BOARD MEMBERS: CONDUCT AND ETHICS*

Issue Date: 9/11/14

1. The Board commits itself and its members to ethical, professional, and lawful conduct, including proper use of authority and appropriate decorum when acting as Board members. In such conduct, the Board members shall fulfill the responsibilities set forth in the oath of office.

2. District administration shall provide newly elected or appointed board members a copy of this policy.

3. Board of Education members shall have commitment to the owners, the people of Duchesne County School District, unconflicted by loyalties to staff, other organizations, and any personal interest as a parent or guardian of a student.

    a. Board members shall avoid conflicts of interest with respect to their Board responsibilities.

    b. Board members shall, upon taking the seat of office or upon discovery, disclose their involvements with other organizations, with vendors, or any associations that are or might reasonably be seen as creating a conflict. When the Board is to decide upon an issue about which a member has a conflict of interest, that member shall withdraw without comment, not only from the vote, but also from the deliberation.

    c. Board members shall not use their Board of Education positions to obtain employment in the District, or other advantages for themselves, family members, or close associates. Should a Board member apply for employment in Duchesne County School District, he or she must first resign from the Board of Education.

4. Members shall not accept or receive, directly or indirectly, a personal financial benefit, or accept any gift, token, membership, or service as a result of a District purchase entered into or anticipated in the future, from any person, firm, or corporation.

    a. Board members shall recognize that authority rests with the Board only in official meetings and that the individual member has no legal status to bind the Board of Education outside such meetings.

    b. In all meetings, a majority of the members of the Board shall constitute a quorum for the transaction of business, and no action of the Board shall be valid unless such action shall receive the approval of a majority of all Board members present.

    c. Board members must follow all open meeting laws established by the current Utah Open Meeting Law.

d. Individual Board members have no authority when interacting with the Superintendent or staff, except when explicitly authorized by the Board of Education.

5. When speaking with the public, press, or other entities, individual Board members must recognize they have no authority to speak for the Board unless specifically authorized or to repeat explicitly stated Board decisions.

    a. Board members shall honor the high responsibility that Board of Education membership demands by:

    b. Thinking and acting always in terms of "students first".5.2 Understanding and accepting that the basic function of a Board member is "policymaking", not “administration".

    c. Ensuring that appropriate facilities and resources are provided for the proper functioning of the schools.

    d. Making policy decisions without submitting to political pressure.

    e. Representing the entire school community, not just the precinct from which the Board member was elected.

    f. Becoming well informed concerning the duties of Board members and proper functions of public schools.

    g. Ensuring that they are properly prepared to participate in Board deliberations.

    h. Exercising oversight on behalf of all students and constituents regarding District policy, goals, and programs.

6. Refusing to discuss confidential business of the Board, including closed session items, anywhere but in the proper Board setting.

    a. Board members shall respect relationships with other members of the Board by:

    b. Making decisions only after all facts bearing on a question have been presented and discussed.

    c. Respecting the right of others to their opinions and supporting the "majority rule" principle.

    d. Providing any prepared material for use during a Board meeting to all Board members prior to the meeting.

7. Demonstrating respect for fellow Board members at all times.

    a. Board members shall maintain desirable relationships with the Superintendent and the staff by:

    b. Having the Superintendent present at regular and special meetings of the Board. On rare occasion, the Superintendent may be excused at the discretion of the Board.

8. Referring complaints to the Superintendent and discussing such complaints at a regular meeting only after failure of administrative solution.

    a. Board members shall meet responsibilities to the community by:

    b. Appraising the present and future educational needs of the community.

    c. Communicating the goals and actions of the Board and District to the community.

d. Insisting that all District business transactions be conducted on an open, ethical, and above-board basis.

e. Seeking financial support for the schools.

f. Involving the community in the schools and the educational process.

g. Visiting schools and school functions regularly.

h. Participating in community events.

9. Board members shall strive to have meetings conducted in a businesslike manner with appropriate decorum through:

a. Attending meetings and being prepared to participate.

b. A well-planned agenda that is adjusted to focus on the ends.

c. Keeping discussion centered on the agenda and staying focused on Board business.

d. Generally holding discussion after a motion and a second, with allowance for each member to speak on each issue.

e. Balanced participation, with everyone participating and no one dominating.

f. Sharing viewpoints in a clear, concise manner.

g. Accomplishing work in an atmosphere of trust and openness, with respect and courtesy.

h. Taking action at the policy level rather than the operational level.

i. Monitoring policies to facilitate rigorous accountability and assurance of Superintendent performance.

j. Supporting the Superintendent's reasonable interpretation of applicable Board policies, or further clarifying Board intention by revising the policies.

k. Making decisions based on information garnered from community input, both formal and informal.

10. The Board will govern lawfully on behalf of students with an emphasis on strategic leadership for the future of Duchesne County School District through:

a. Outward vision rather than an internal preoccupation or personal agenda.

b. Encouragement of diversity in viewpoints.

c. Strategic leadership more than administrative detail.

d. Clear distinction of Board and Superintendent roles.

e. Collective rather than individual decisions.

f. Future thinking, rather than past or present.

g. Governing proactively rather than reactively.

1.0100.08 *BOARD MEMBERS: COMPENSATION AND EXPENSES*

Issue Date: 9/11/14
Updated: 01/03/19
BBG

Compensation

Each member of the Board of Education, except any student member, shall receive an amount not to exceed $_____ per year, payable monthly, as compensation for services.

Health insurance benefit

Each member of the Board of Education, except any student member, shall be eligible to participate in the district's health insurance programs during the term of service as a Board member. Board members, except any student member, may receive the same health insurance benefit as a full-time certificated employee.

Member expenses

Reimbursement to board members for travel expenses for attendance at regional, state, or national conventions, conferences, and workshops shall be made by the District when attendance is authorized and deemed by the Board to be necessary or desirable in carrying out the educational functions of the District; each member shall submit an itemized account of necessary travel expenses for Board approval. Such activities may not exceed 12 per year. Such travel expenses shall be reimbursed at the rates established by the State Division of Finance for members of the State Board of Education.

Board members shall also be compensated for necessary expenses incurred by them on behalf of the School District in the discharge of their duties as board members.

Utah Code § 53G-4-204(5) (2018)
Utah Code § 53E-3-202(3) (2018)

Public hearing for adoption or revising compensation schedules

Beginning on July 1, 2007, before adopting a new Board member compensation schedule or amending an existing schedule, the Board shall first hold a public hearing on the proposed compensation schedule or schedules at which all interested persons shall be given an opportunity to be heard.

In addition to satisfying the notice requirements for an open Board meeting, the Board shall also meet the specific notice requirements for a public hearing on Board member compensation (see Policy BEA).

Utah Code § 53G-4-204(2), (3) (2018)

Non-member expenses

The Board may not pay the travel expenses of spouses and other persons who have no responsibilities or duties to perform for the Board when they accompany Board members to Board-related activities.

Student member expenses

Any student board member is not compensated for services, but is entitled to expense allowances granted other Board members under this Policy.

Utah Code § 20A-14-206(6)(a) (2018)

1.0100.09 *APPOINTED OFFICIALS: EXEPTION FROM PARTICIPATING IN UTAH RETIREMENT SYSTEMS*

Issue Date: 12/13/18

The Superintendent of Schools and the Business Administrator may exempt from participating in the Utah Retirement Systems. Exempting under the Tier 1 system would be exempting out of the retirement contribution that the district would contribute. Exempting under the Tier 2 system would be exempting from the four year vesting period.

Utah Code § 49-13-203(4)

1.0100.10 *BOARD MEMBERS: RETIREMENT ELIGIBILITY*

Issue Date: 9/11/14

Members of the Board of Education are considered part-time and ineligible for benefits provided by the Utah Retirement Systems programs.

1.0100.11 *PRESIDENT OF THE BOARD: DUTIES*

Issue Date: 9/11/14
BDAB

Duties Generally

The president of the Board of Education shall preside at all meetings of the Board, appoint all committees, and sign all warrants ordered by the Board to be drawn upon the business administrator for school moneys.

Utah Code § 53G-4-205(1) (2018)

Presiding Officer

Duties as presiding officer:

1. Call the Board into session.
2. Conduct Board meetings.
    a. Declare the opening of meetings
    b. Determine order of business according to Board policy.
    c. Recognize claimants to the floor.
    d. Rule on admissibility of business.
        i. Declare motions in or out of order.
        ii. Declare, subject to overriding, the propriety of the Board's considering specific items of business.
        iii. Declare, subject to overriding, specific items of business in or out of the Board's province of action.
    e. Within limits of Board policy, control extent of discussion.

i. Declare, subject to overriding, discussion closed whenever comment becomes repetitious, dilatory, or no longer pertinent to the point at issue.

ii. Declare discussion closed whenever time limits previously determined by Board action have been reached.

iii. Maintain the dignity of the Board in session.

f. Apply the rules of parliamentary procedures.

i. Restrain debate within bounds of good taste and courtesy.

ii. Provide equal opportunity for expression of opposing points of view.

iii. Within limits of Board policy, secure the rapid handling of Board business.

iv. Rule out of order all action and comment unbecoming a legislative body in session.

g. Declare the results of Board voting.

i. Declare the passage or non-passage of motions.

ii. Declare for the record the identities of members (including the president) voting aye and nay and of those not voting.

h. Ensure the legal recording of Board business.

i. Declare Board decisions to the secretary of the Board of Education

ii. Make inquiry of the secretary or make investigation of the record as to the rate of progress of note-taking with respect to the Board's dispatch of business.

i. Increase efficiency in Board meeting procedures.

j. Declare the meeting adjourned.

Ensure proper keeping of Board records and supplies.

Sign as president of the Board official copies of minutes and other Board documents.

Secure the legality of Board action, procedures, meetings, and membership.

Receive for the Board all delegations and petitions.

Issue, subject to Board approval, official statements of Board action and policy.

Duties Regarding Other Board Members

Duties in relation to other Board members:

1. Lead discussion in Board meetings.

a. Cause topics for discussion to be listed and given to all members prior to meetings.

b. Stimulate participation of all members in discussion.

c. Keep discussion to the point.

d. Ensure discussion of all important phases of each problem considered.

e. Ensure the full employment of special abilities of individual Board members in the carrying on of Board business.

f. Draw discussion toward an authorization or directive of action or toward a statement of policy.

Guard the rights of expression and freedom of action of all Board members.

g. Maintain democratic procedures in all Board sessions.

h. Protect minority opinion.

i. Ensure fair hearing for all points of view.

j. Secure Board respect for expression of dissenting opinion.

k. Prevent, within Board policy, termination of discussion of any problem until each member has expressed an opinion or has indicated willingness to have discussion ended.

l. Rule impartially on arguments turning on judgments of the presiding officer.

m. Prevent decision-shaping influences upon Board members other than those in free, thorough, and democratic discussion in Board meetings.

n. Refrain from discussing elements of Board deliberations outside of Board meetings except when the public interest requires an official statement.

o. Hold that all decisions and actions of the Board are of all members until such decisions and actions are disavowed by a majority vote in legal session of the board.

p. Ensure the authorizing, conducting, and reporting of all Board business in legal sessions of the Board.

q. As presiding officer, ensure the good order of meetings with courtesy, tolerance, sincerity, and mutual respect evidenced in members' relations with one another.

Induct new members.

r. Determine the legality of the membership claimed.

s. Declare the seating of the new member.

t. Express the official welcome of the Board.

u. Introduce the new member to other Board members, the superintendent of schools, and other school personnel.

v. Provide informative materials concerning the school system, school district organization, Board practices and policies, duties of Board members, legal authorizations and compulsions, educational programs of the schools, current problems of the Board, and sources of information aiding in decision making in school board deliberations.

w. Make accessible all records of Board business.

x. Provide, according to Board policy, equipment such as binder covers for official copies of Board documents, Board membership list, school directory and calendar, school district map, population charts, statements of Board policy, state school code, books and magazines, notebooks, and file folders.

y. Arrange tours of observation through the school system for new members.

Promote good relations with other school boards.

z. Secure the exchange of information.

aa. Encourage reciprocal visiting of board meetings and school plants.

bb. Assist in developing area meetings of members of school boards.

cc. Ensure the representation of the Board of Education by Board members at county, state, and other meetings.

dd. Participate in planning for the general improvement of educational opportunity.

Maintain the preeminence of worthy educational objectives in all school board activities.

ee. Ensure long-range planning of activities toward the accomplishment of educational objectives.

ff. Secure the continual informing of the Board by the staff on programs and problems in education.

gg. Draw upon the staff for assistance in Board deliberations.

hh. Evaluate all proposals in the light of their relation to the accomplishment of worthy educational objectives.

ii. Bring about the expression of community needs in education.

Cause the development and execution of a long-range plan of school improvement and Board action.

Secure the adoption of codes of ethics governing the Board of Education.

In the public interest, expose and eliminate any instances of unethical conduct of any Board members.

Duties Regarding Staff

Duties in relation to the certified and classified staff of the District:

1. Represent the Board in official relations of the Board with the certified and classified staff.
2. Make official representations of the Board to the staff through the executive officers of the school system.
3. Accept representations of the staff through the executive officers of the school system.
4. Require the filing of school reports to the Board according to Board policy.
5. Make, as a Board member, tours of observation of the school system.
6. Make as the Board president, with the full Board or an authorized committee, tours of inspection annually.
7. Respect professional codes of ethics and demand their observance.
8. Observe codes of ethics for Board members in all relations with the certified and classified staff.

9. Secure the academic freedom and personal liberties of individuals of the school staff.

10. Require the observance of contractual provisions.

11. Secure Board adoption of equitable policies of employment, retention, promotion, and release of personnel.

12. Maintain the preeminence of pupil and student welfare over Board and staff welfare, comfort, and convenience.

13. Require, through Board cognizance of school operation, high standards of service of school personnel.

14. Draw fully on the ability of the staff for assistance to the Board in improving the entire school organization.

Duties Regarding the Local Community

Duties in relation to the community:

1. Represent as Board member the entire school district in Board deliberation.

Seek expression of community opinion as guide to the Board of Education.

Interpret expressions of community pressure groups in relation to the public interests.

Defend, under democratic concepts of rights and liberties, community minority groups in relation to the school system.

Refer to the certified staff, subject to review by the Board if necessary, problems of professional relations with the community.

Interpret the community to the certified and classified staff.

Protect professional and other school personnel from improper pressures of community groups or individuals.

Interpret the educational program and plans to the community.

Promote community understanding and interest in school activities and develop community concern for worthy educational accomplishments.

Promote school activity in community improvement programs.

Attend as Board member school-centered community activities.

Represent the Board in official statements to the public.

Duties Regarding State Government

Duties in relation to the state government:

1. Represent the state educational authority in the school district.

Secure observance in the school system of applicable sections of the state school law.

Ensure legality of all school and school board actions.

Require, through Board authority, the prompt filing of accurate reports by the school system to the state government.

Conduct, as presiding officer of the Board, public hearings as required by law.

Secure all possible advantages for the school system under permissive legislation.

Lead the Board to an understanding of state school organization and state school law.

Act with the state government and other governmental units including school districts in promoting educational opportunity for all persons in the state.

As a state school officer, act in the public interest of the state as a whole when that interest and local public interest appear to be at variance.

President's Duties to Be Performed by Vice-President

If the president is absent or acquires a disability, these duties are performed by the vice-president.

Utah Code § 53G-4-205(2) (2018)

1.0110 BOARD MEETINGS

1.0110.01 *BOARD MEETINGS*

Issue Date: 8/10/05
Updated: 10/3/24
BE

Meeting Defined

"Meeting" means the convening of the Board with a quorum present, whether in person or by means of electronic equipment, for the purpose of discussing, receiving public comments about, or acting upon a matter over which the Board has jurisdiction, including a workshop or executive session. However, a "meeting" does not include a chance or social gathering; or meetings where no funds are appropriated for expenditure and board members are convened solely to discuss administrative or operational matters which do not require formal action or would not come before the Board for discussion or action.

Utah Code § 52-4-103(6) (2017)

Rules of Order and Procedure

The Board meets in accordance with its approved published schedule; special sessions may be scheduled when necessary. All meetings are announced to the public regarding time and place and are conducted openly for all. (The Board may go into executive sessions from which the public is excluded, but no official business may be finally approved during such time.) Anyone may attend the board meetings, but participation is restricted to those on the agenda; or, individuals may address the Board during open time as defined below. To be placed on the agenda, interested parties must contact the Superintendent at least one week prior to the meeting and provide an outline of information pertaining to the topic of interest. Three members of the Board constitute a quorum at all regular and special meetings and it is necessary for a majority of the members to concur before an action of the board becomes policy. Roberts Rules of Order govern the parliamentary procedure of meetings when not in conflict with adopted rules and regulations.

Upon a two-thirds vote, the Board of Education may expel a member of the Board from an open public meeting of the Board for:

1. Disorderly conduct at the meeting;

2. The member's direct or indirect financial conflict of interest regarding an issue discussed at or action proposed to be taken at the meeting; or

3. Commission of a crime during the meeting.

The Board of Education may also adopt rules that expand the reasons for expelling a Board member from an open public meeting or which establish more restrictive procedures for such expulsion.

Utah Code § 53A-3-106(5))(2015)

Open to the Public

Every meeting of the Board shall be open to the public unless closed pursuant to Utah Code Ann. §§ 52-4-204, 52-4-205, and 52-4-206.

Utah Code § 52-4-201(1) (2006)

Open Time

The Duchesne County School Board values appropriate feedback and input from the community. At open meetings other than work sessions or emergency meetings, the board shall place "open time" on the agenda of any of its regularly scheduled meetings to allow a reasonable opportunity for the public to provide verbal comments that are germane to the authority of the local school board. This is an opportunity for individuals to voice their thoughts to the board regarding a certain issue. Those who want to speak should sign up prior to the start of the meeting. The board member conducting the meeting may invite individuals to address the board in a dignified and appropriate manner. The board member conducting the meeting may limit public verbal and written comments to topics that are germane to the authority of the local school board and may limit the amount of time each person is allowed to speak. Individuals addressing the board need to stay within the specified parameters outlined at the beginning of open time.

By allowing public comment during "open time", the Board does not endorse any such comment. Therefore, persons providing comments bear any and all legal liability which may arise under governing law from making such comments. For example, defamatory comments about specific individuals may expose the commenter to legal liability from those individuals; similarly, threats of violence towards other individuals may expose the commenter to prosecution.

The open time period is to allow members of the public to provide input to the Board in its capacity as a legislative body. Open time is not a forum for discussion or debate between the Board and members of the public. The Board may choose to not engage in discussion during open time, but may later follow up on comments made during open time.

Public Hearing

A public hearing is an open meeting at which members of the public are given a reasonable opportunity to comment on a subject of the meeting. Generally, the Board will determine whether a Board meeting will include a public hearing. However, the Board shall hold a public hearing when considering whether to close a school or change the boundaries of a school, when submitting a ballot issue regarding bond authorization or a tax increase, when considering the adoption of the District budget, before authorizing issuance of bonds, and when considering changes to the Board member compensation schedules, as required by statute.

Utah Code § 11-14-318 (2008)
Utah Code § 53A-3-402(21) (2019)

Utah Code § 53A-19-102(2) (2019)
Utah Code § 53A-3-202(2) (2019)
Utah Code § 59-1-1605 (2016)

Interference with conduct of Board meetings

Those in attendance at Board meetings are prohibited from interfering with the conduct of the meeting by demonstrations, whether audible or visual or by conduct. Those who do not abide by Board procedures for orderly presentation of comments when permitted may be asked to leave or the Board may request law enforcement to remove those disrupting the meeting.

Distribution of handbills, flyers, or other printed materials by members of the public is prohibited during Board meetings. Similarly, members of the public may not circulate petitions or similar requests for participation during a Board meeting.

Public Recording

All or any part of the proceedings in any open board meeting may be recorded by any person in attendance provided that the recording does not interfere with the conduct of the meeting.

Utah Code § 52-4-203(5) (2017)

Attendance by Local Government Representatives

An interested mayor or interested county executive (or their designees) may attend and participate in the board's discussions in the open portions of the Board's meetings. An "interested mayor" is the mayor of a municipality which is partly or entirely within the boundaries of the school district. An "interested county executive" is the county executive or county manager of a county with unincorporated area within the boundary of the school district. These local government officials may not vote on any issue before the Board and their participation is subject to the Board President's authority to regulate the conduct of the meeting.

An interested mayor or interested county official may attend a closed meeting of the Board if invited by the Board. Where the closed meeting is held to discuss disposition or acquisition of real property, an interested mayor or interested county official may attend if invited by the Board and if the mayor or county executive does not have a conflict of interest with respect to the disposition or acquisition.

Utah Code § 53A-3-409(3)(a) (2015)

Quorum

A majority of the members of the Board shall constitute a quorum for meetings of the Board.

Utah Code § 52-4-103(11)(a) (2017)
Utah Code § 53A-3-201(5) (2005)

USBA Training Session for Board Members

In the event the Board or any of its members meet with representatives of the Utah School Boards Association (USBA) for the purpose of receiving or participating in instruction regarding Board functions or activities, and not for the purpose of discussing or acting upon a subject over which the Board has jurisdiction, the Board is not required to comply with the Utah Open and Public Meetings Act, Utah Code Ann. § 52-4-1 et seq.

If more than two Board members are present in such meetings, the Board members shall not discuss or act upon any specific matter over which it has jurisdiction. Board members will discuss only matters relative to the instruction they receive from USBA representatives.

If Board members determine in an instructional meeting with representatives of USBA that there is a need to discuss or act upon a subject over which the Board has jurisdiction, then the Board and its members must comply with the Open and Public Meetings Act, Utah Code § 52-4-101 et seq., prior to discussing or acting upon such matters.

1.0110.02 *BOARD MEETINGS: NOTICE REQUIREMENTS*

Issue Date: 3/10/16
Updated: 5/12/22
BEA

Public Notice of Annual Meeting Schedule

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

Utah Code § 52-4-202(2) (2016)

Notice of Specific Meetings

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

Utah Code § 52-4-202(1) (2016)

Action Limited to Meeting Agenda

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

Utah Code § 52-4-202(6) (2016)

When the Board is meeting to conduct a public hearing with respect to adopting the budget or levying a tax rate which exceeds the certified tax rate, the Board’s agenda must be limited to the hearing(s) and discussion and action on those items. (If the Board holds another meeting on the same date to address general business items, the other meeting must conclude before the meeting on the budget and/or tax rate levy.)

Utah Code § 59-2-919(8)(b)(i)(B), (e) (2019)

Giving Notice of Meeting

Public notice of each Board meeting and of the Board's annual meeting schedule shall be given by:

1. Posting written notice at the local Board of Education office;

2. Posting notice on the Utah Public Notice Website; and,

3. Providing notice to at least one newspaper of general circulation within the geographic jurisdiction of the public body or to a local media correspondent. (Notice to such a newspaper or local media correspondent sent pursuant to a subscription made through the Utah Public Notice Website satisfies this requirement if the notice has been timely sent.

4. Notice of each Board meeting shall also be given to each interested mayor or interested county executive (or their designee). An "interested mayor" is the mayor of a municipality that is partly or entirely within the boundaries of the school district. An "interested county executive" is the county executive or county manager of a county with unincorporated area within the boundaries of the school district. This notice shall be provided by mail, email, or other effective means agreed to by the person to receive notice.

Utah Code § 52-4-202(3), (4) (2016)
Utah Code § 63F-1-701(4)(d) (2016)
Utah Code § 53G-7-208(3)(e) (2019)

Emergency Meeting

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

Utah Code § 52-4-202(5) (2016)

Annual Budget Meeting Notice

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

1. Publish the required newspaper advertisement and/or electronic newspaper advertisement (see Utah Code § 45-1-101 (2019) and the required Utah Public Notice Website advertisement at least ten days before the day on which the hearing is held

    a. The public hearing notice will include information on how the public may access the proposed budget.

2. File a copy of the proposed budget with the Board's business administrator for public inspection; and

3. Post a copy of the proposed budget on the District's Internet website.

4. In addition, if the proposed budget includes a tax rate in excess of the certified tax rate, or if the Board meeting is required to consider whether to adopt a tax rate in excess of the certified tax rate, the Board shall provide the notices and schedule the meeting as required by Utah Code § 59-2-919.

Utah Code § 53G-7-303(3) (2019)
Utah Code § 53F-8-201(3) (2019)
Utah Code § 59-2-919 (2019)

Bond or Tax Increase Election Hearing Notice

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

1. On the Statewide Electronic Voter Information Website for 30 consecutive days before the election on the proposition;

2. On the District's website in a prominent place for 30 consecutive days before the election on the proposition;

3. If the District publishes a newsletter or other periodical, in the next scheduled edition before the election on the proposition.

Utah Code § 59-1-1604(6) (2016)
Utah Code § 59-1-1605 (2016)

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

Utah Code § 59-1-1605(3)(b) (2016)

Bond Issuance Hearing Notice

In addition to complying with the aforementioned public notice requirements, if the Board is meeting to consider authorizing issuance of bonds under the Local Government Bonding Act, it shall publish notice of the intent to issue bonds on the Utah Public Notice Website at least 14 days in advance of the public hearing on the bond issuance as required by Utah Code § 11-14-318.

The notice shall give notice that the hearing will be held to receive input from the public respecting the issuance of the bonds and the potential economic impact that the proposed improvement, facility, or property that the bonds will fund will have on the private sector.

Utah Code § 11-14-318 (2021)

Budget Appropriation Increase Meeting Notice

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

Utah Code § 53G-7-305(7)(b) (2018)

School Closure or Boundary Change Hearing Notice

In addition to complying with the aforementioned public notice requirements, if the Board meeting is either to hold a public hearing regarding closing one or more schools, or to take such action, the additional notice requirements set out in Policy 1.0110.07 must also be met.

Utah Code § 53G-4-402(21) (2019)

Board Member Compensation Hearing Notice

If the Board is meeting to consider adopting a new Board member compensation schedule or schedules, or to consider amending an existing compensation schedule or schedules, the notice of the meeting with public hearing shall be given at least seven days prior to the meeting by:

1. Publishing the notice at least once in a newspaper published in the county where the District is situated and which is also generally circulated within the District, and publishing notice on the Utah Public Notice Website;

2. Posting the notice:

    a. At each school in the District

    b. In at least three other public places within the District; and

    c. On the Internet in a manner that is easily accessible to citizens who use the Internet.

Utah Code § 53G-4-204(3) (2019)

1.0110.03 *BOARD MEETINGS: RECORDINGS AND MINUTES*

Issue Date: 11/13/14
Updated: 11/8/18
BEB

Open Meeting Recording and Minutes

Written minutes and a recording shall be kept of all open board meetings except site visits or traveling tours where no vote or action is taken by the Board, for which only written minutes shall be kept.

Written minutes shall include:

1. The date, time and place of the meeting;

2. The names of the members present and absent;

3. The substance of all matters proposed, discussed, or decided by the Board, which may include a summary of comments by Board members;

4. A record, by individual member, of each vote taken;

5. The name of each person who is not a Board member who, after being recognized by the presiding Board member, presented testimony or comments to the Board and a brief summary of their testimony or comments;

6. Any other information that is a record of the proceedings of the meeting that any member requests be entered in the recording and minutes.

The requirement that the written minutes include the substance of Board discussion and of public comments may be satisfied by maintaining a publicly available online version of the minutes which includes a link to that portion of the meeting recording which relates to the discussion or comments.

The recording shall be a complete and unedited recording of all open portions of the meeting from the commencement of the meeting until the meeting's adjournment, and shall be labeled or identified with the date, time, and place of the meeting. If the meeting is a public hearing under the Transparency of Ballot Propositions Act, the recording must be digital.

Utah Code § 52-4-203(1), (2), (3) (2018)
Utah Code § 59-1-1605(4) (2016)

Approval of and Availability of Minutes and Recordings of Board Meetings

The recording of an open board meeting is a public record and shall be available to the public for listening within three business days after the end of the meeting. If the meeting is a public hearing under the Transparency of Ballot Propositions Act, the digital recording must also be made available on the District's website within this time period.

The written minutes of an open board meeting are public records. The Board shall establish and implement procedures for correction of and formal approval of meeting minutes. Prior to approval, the minutes are considered "pending minutes." Pending minutes shall be made available to the public within a reasonable time after the meeting. Upon formal approval by the Board, the written minutes of the meeting shall be the official record of the actions taken at the meeting. Approved minutes shall be made available to the public within three business days after they are approved by the Board.

Pending minutes of a board meeting shall include the following notice in prominent, easily visible type: "These minutes have not yet been formally approved by the Board of Education and until such formal approval are subject to change."

Utah Code §52-4-203(4)(f) (2018)
Utah Code § 59-1-1605(4)(b)(i) (2016)

Closed Meeting Recording and Minutes

Except when the reason for closing the meeting is the discussion of personal information (the character, professional competence, or health of an individual) or security issues, as specified in Policy BEC, a recording shall be kept of all closed meetings and written minutes may be kept of closed meetings. Such recordings, and any minutes shall include:

1. The date, time and place of the meeting;

2. The names of members present and absent; and

3. The names of all others present except where such disclosure would compromise the confidential nature of the issues being discussed or otherwise infringe the privacy rights of the others present.

When kept, recordings of closed meetings shall be complete and unedited recordings of all portions of the closed meeting, and shall be labeled or identified with the date, time, and place of the closed meeting.

Where a meeting is closed for the purpose of discussing either security issues or the character, professional competence, or health of an individual, as specified in Policy BEC, the meeting shall not be recorded and no minutes shall be kept.

Utah Code § 52-4-206 (2018)

No Secret Ballot

No vote shall be taken by secret ballot.

Utah Code § 52-4-203(2)(a)(iv) (2018)

Closed Meeting Recordings and Minutes are Protected

All recordings, minutes, and reports of closed meetings are hereby designated as "Protected Records" under the Government Records Access Management Act.

Utah Code § 52-4-206(5) (2018)
Utah Code § 63G-2-101 et seq.

1.0110.04 *BOARD MEETINGS: MEETING LOCATION*

Issue Date: 3/10/16
BED

Meeting location

The Board shall hold its regularly scheduled meetings at the location specified in its annual notice of meetings, and shall hold other meetings at the location specified in the public notice of such meetings.

Utah Code § 52-4-202(1)(b), (2)(b) (2016)

The Board shall hold its meetings within the geographic boundaries of the school district. However, a Board meeting may be held outside of the district in certain circumstances of disaster or local emergency or for certain site visits.

The Board may hold a meeting outside of the district if that is necessary to hold a meeting during a local emergency or disaster. A "local emergency" means a condition in any municipality or county of the state that requires that emergency assistance be provided by the affected municipality or county or another political subdivision to save lives and protect property within its jurisdiction in response to a disaster or to avoid or reduce the threat of a disaster. A "disaster" is an event that

1. causes, or threatens to cause, loss of life, human suffering, property damage, or economic or social disruption resulting from attack, internal disturbance, natural phenomenon, or technological hazard and

2. requires resources beyond the scope of local agencies in routine responses to emergencies and accidents and may be of a magnitude or involve unusual circumstances that require response by a governmental, not-for-profit, or private entity.

The Board may hold a meeting outside of the district for a site visit if no vote or other action is taken and the location of the site visit provides the Board the opportunity to see or experience an activity that relates to the Board's responsibilities and does not exist within the geographic boundaries of the district.

Utah Code § 53G-4-202(1)(a), (b), (3) (2018)

Location of workshops or executive sessions

Where the Board holds a workshop or executive session on the same day as a regularly scheduled Board meeting, the workshop or executive session must be held at the same location as the regularly scheduled meeting, unless:

1. The regularly scheduled meeting is not being held where those meetings are usually held, and the workshop or executive session is held in the usual meeting location; or

2. Any of the meetings being held on the same day is a site visit or traveling tour for which appropriate public notice has been given; or

3. The workshop or executive session is an electronic meeting and the requirements for holding such a meeting have been satisfied; or

4. Because of emergency or extraordinary circumstances, it is not practicable to hold the workshop or executive session at the regular location where Board meetings are held.

Utah Code § 52-4-201(2) (2006).

1.0110.05 *BOARD MEETINGS: CLOSED MEETINGS*

Issue Date: 11/13/14
Updated: 3/26/18
BEC

Closed Meetings

A closed meeting may be held upon a two-thirds affirmative vote of the board members present at a meeting for which public notice was given pursuant to Utah Code Ann. § 52-4-202, providing a quorum is present. No resolution, rule, regulation, contract or appointment shall be approved at a closed meeting, nor may the Board interview an applicant to fill an elected position at such a meeting. The recording and minutes of open meeting at which the vote is taken to hold a closed meeting shall contain the reason or reasons for holding a closed meeting and the votes, by name, of the members present, either for or against the proposition to hold such a meeting.

Utah Code Ann. § 52-4-204 (2013)

Purposes of Closed Meetings

Closed meetings may only be held for the following purposes:

1. Discussion of the character, professional competence, or physical or mental health of an individual;

    a. However, the Board may not interview a person applying to fill an elected position, midterm vacancy or temporary absence in a closed meeting regardless of whether the interview may include a discussion of the character, professional competence, or physical or mental health of the applicant.

2. Strategy sessions with respect to collective bargaining or pending or imminent litigation; or

3. Strategy sessions with respect to the purchase, exchange, or lease of real property (including any form of water right or water shares) if public discussion may disclose the appraised or estimated value of the property or tend to prevent the Board from obtaining the best possible terms; or

4. Strategy sessions with respect to the sale of real property (including any form of water right or water shares) if public discussion may disclose the appraised or estimated value of the property or tend to prevent the Board from obtaining the best possible terms, but only if the Board previously gave public notice that the property would be offered for sale, and the terms of the sale are publicly disclosed before the Board approves the sale; or

5. Discussion regarding deployment of security personnel, devices, or systems;

6. Investigative proceedings regarding allegations of criminal misconduct; or

7. The Board is fulfilling one of the following procurement functions:

a. Deliberations as an evaluation committee regarding a solicitation or as protest officer regarding a protest; or

b. Consideration of information designated as a trade secret if the consideration is necessary to properly conduct a procurement; or

c. Discussion of information provided to the Board during a procurement if (at the time the Board meets) the information may not be disclosed to the public or procurement participants and the Board needs to review or discuss the information to properly fulfill its role and responsibilities in the procurement process.

If the meeting is closed for any reason stated in paragraph 1 or 5 of this Section, then the person presiding must sign a sworn statement affirming that the sole purpose of closing the meeting was to discuss those specific topics, and neither a recording nor minutes shall be kept of that portion of the closed meeting.

Utah Code §20A-1-511(3)(c) (2017)
Utah Code § 52-4-205 (2014)
Utah Code § 52-4-206(6) (2010)

1.0110.06 *BOARD MEETINGS: ELECTRONIC MEETINGS*

Issue Date: 12/11/14
Updated: 5/12/2022
BEE2

Electronic Meetings Authorized

The Board authorizes its meetings to be held through electronic means as set forth in this policy. Such electronic means may include communications by telephone, telecommunications, computer, or similar methods of remote communication. Unless specifically stated by this policy, the other policies governing Board meetings (relating to notice, meetings being open to the public, and other matters) also apply to Board meetings held through electronic means.

Definitions

The following terms are used in this policy:

1. Anchor location: A designated physical location from which the electronic meeting originates or to which participants are connected.

2. Electronic notice: electronic mail (email), text, fax or other means of electronic communication.

Member Request Required for an Electronic Meeting

A Board meeting may be held as an electronic meeting only upon request of a member of the Board. This request must be made sufficiently in advance of the time that the Board meeting is scheduled so that the necessary arrangements can be made for the electronic meeting. The request must be made not less than 25 hours before the meeting.

Utah Code § 52-4-207(2)(b)(iii) (2021)

Notice to Board Members of an Electronic Meeting

After an electronic meeting has been scheduled, and at least 24 hours before the meeting, the members of the Board shall be notified of the electronic meeting and informed how members of the Board will be connected to the meeting.

Utah Code § 52-4-207(3)(b) (2021)

Anchor location

Unless the requirements have been met for holding an electronic meeting without an anchor location, the Board will provide space and facilities at an anchor location for members of the public to attend the open portions of the meeting. The Board may also provide means by which members of the public who are not physically present at the anchor location may attend the meeting remotely by electronic means.

Utah Code § 52-4-207(4) (2021)

Electronic meetings without an anchor location—

The Board may convene and conduct an electronic meeting without an anchor location if the president of the Board makes a determination that either (1) conducting the meeting with an anchor location presents a substantial risk to the health or safety of those present or who would otherwise be present at the anchor location or (2) the location where the Board would normally meet has been ordered closed to the public for health or safety reasons. The public notice for the meeting must include a description of the Board president's determination and a summary of the facts upon which it is based, along with information on how a member of the public may attend the meeting remotely by electronic means. A determination of substantial risk to health or safety expires 30 days after the day on which the president makes it.

Utah Code § 52-4-207(5)(a), (6) (2021)

During the course of an electronic meeting with an anchor location where the Board has provided means by which members of the public who are not physically present at the anchor location may attend the meeting remotely by electronic means, the anchor location may be closed and the meeting continued without an anchor location if the Board president determines that continuing to conduct the meeting with an anchor location presents a substantial risk to the health or safety of those present at the anchor location, announces that determination during the meeting, and states a summary of the facts upon which the determination is made.

Utah Code § 52-4-207(5)(b) (2021)

Electronic Meeting Not Available for Site Visit or Traveling Tour

When the scheduled meeting is a site visit or traveling tour, the meeting may not be conducted or convened electronically.

Public Notice of an Electronic Meeting

In addition to providing and posting the notices required for other Board meetings, the Board shall provide at least 24 hours' advance written or electronic notice of the electronic meeting to

1. A newspaper of general circulation within the state; and

2. A local media correspondent.

Unless the requirements have been met for holding a meeting without an anchor location, the Board shall also post written notice of the electronic meeting at the anchor location at least 24 hours prior to the electronic meeting. The notices of the electronic meeting shall specify the

anchor location of the meeting or, if there is no anchor location, shall specify how a member of the public may hear (or view and hear) the meeting and if public comment will be accepted how a member of the public may provide comments by electronic means.

Utah Code § 52-4-207(3) (2021)

Public Access to Electronic Meetings

Space and facilities shall be provided at the anchor location of an electronic meeting of the Board to permit members of the public to attend and monitor the electronic meeting (except those portions of such a meeting which have been properly closed to the public by the Board). If the Board meeting is one at which comments from the public will be accepted, then the space and facilities shall also permit members of the public to participate in the electronic meeting. For an electronic meeting which is being held without an anchor location, the Board shall provide access to the meeting as provided for above regarding meetings without an anchor location

Members of the public are not entitled to monitor or attend electronic meetings except through the space and facilities provided at the anchor location or through electronic access provided for a meeting without an anchor location. (Members of the public cannot request an electronic meeting and do not have the right to be remotely connected to a Board meeting except as set forth in this policy.)

Utah Code § 52-4-207(4) (2021)

1.0110.07 *SCHOOL CLOSURES AND BOUNDARY CHANGES*

Issue Date: 2/13/20
BFA

Notice of Possible Closure or Boundary Change

At least 120 days before approving the closure of a school or a change to school attendance area boundaries, the Board shall provide notice that it is considering closure or a boundary change to parents of students enrolled in the school, to parents of students enrolled in other schools in the District which may be affected by the closure or boundary change, and to the governing council and mayor of the municipality where the school is located. The notices to parents shall be provided using the same form of communication that the Board regularly uses to communicate with parents.

Utah Code § 53G-4-402(21)(a)(i) (2019)

Hearings on Closure or Boundary Change

Before taking action to close a school or change a school attendance area boundary, the Board shall hold at least two Board meetings which include public hearings to receive comment on the proposed closure or boundary change.

Utah Code § 53G-4-402(21)(a)(ii) (2019)
Utah Code § 10-9a-103(50) (2019)

Notice of Hearings on Closure or Boundary Change

In addition to meeting the other requirements for notice of a public meeting as set out in Policy BEA, and in addition to the 120-day notice described above, the Board shall give notice of each public hearing on a proposed school closure or boundary change. The notice shall indicate the school or schools under consideration for closure or boundary change and state the date, time, and location of the public hearing. This notice shall be provided at least 30 days before the date of the

hearing to the parents and public officials who were required to receive the 120-day notice described above. At least 10 days before the hearing, this notice shall also be published in a newspaper of general circulation in the area, posted on the Utah Public Notice Website, posted in at least three public locations within the municipality in which the school is located, posted on the District's official website, and posted prominently at the school or schools affected.

Utah Code § 53G-4-402(21)(b) (2019)

1.0200 SUPERINTENDENT

1.0200.01 *QUALIFICATIONS*

Issue Date: 4/25/96

The Superintendent shall hold an Administrative/Supervisory Certificate issued by the State Board of Education.

Utah Code § 53A-3-301(3)

The Superintendent shall take the Constitutional Oath of Office

Utah Code § 53A-3-301(5)

1.0200.02 *OATH*

Issue Date: 4/25/96

"I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of Utah, and that I will discharge the duties of my office with fidelity."

Utah Constitution Article IV, § 10.1

1.0200.03 *TERM*

Issue Date: 4/25/96

The Superintendent's term of office begins July 1, and is for two years or until a successor is appointed and qualified.

Utah Code § 53A-3-301(2)

1.0200.04 *DUTIES*

Issue Date: 4/25/96

The Superintendent shall be the educational leader and administrative manager of the District. The Superintendent shall implement the policies established by the Board, including:

3. Serving as the Board's chief executive officer.

Hearing employee, student, parent and community concerns in accordance with the provisions of the Duchesne County School District Policy Manual.

Setting an exemplary standard to promote educational excellence and work harmoniously with the Board to set educational goals and objectives reflecting the philosophy of the Board.

Preparing and submitting the District's curriculum for the Board's approval. Reviewing and evaluating all aspects of the District educational program, including facilities, and reporting any areas of concern and potential problems.

Serving as the executive officer of the Board of Education and responsible for implementing the policies of the Board. The Superintendent shall prepare the agenda for each meeting, shall attend all meetings except when his/her contract is being considered, and participate in all deliberations of the Board when such deliberations do not involve his/her employment.

Administering the schools in conformity with the adopted policies of the Board and the rules and regulations of the State Department of Education and in accordance with the state law.

Developing administrative principles and procedures for implementing Board policies.

Providing, with the aid of District personnel, a continuous appraisal of all policies and procedures for recommendation to the Board.

Recommending employees for appointment, change of assignment, transfer, or dismissal in accordance with the policies of the Board.

Assigning instructional and non-instructional personnel.

Selecting and recommending for adoption all textbooks, and supplementary materials. In the preparation of such courses the Superintendent shall have the cooperation of other officers of instruction and of such special committees of teachers, principals, supervisors and representatives from student and community groups as s/he may appoint.

Representing the Board in governmental and professional activities.

Seeking legal counsel on all questionable issues.

Performing such other duties as the Board may require; and in the absence of specific rules and advice of the Board, the Superintendent may assume any authority or perform any duty which a particular situation, unforeseen and suddenly arising, may demand, subject to later consideration of and action by the Board.

Attending state, national and regional conferences as directed by the Board as part of the Superintendent's official duties.

Visiting each school as often as is practicable and do all in his/her power to increase the efficiency of the schools of the District.

Investigating the number and condition of children in the District who are not attending school and assisting the Board in the enforcement of the compulsory laws of the State.

Conducting teachers' institutes and principals' meetings as often as may be necessary.

Making and submitting his/her annual report as provided by law and such other reports as shall be required by the Board or the State Department of Education.

Facilitating the use of current methods, best research, and correct educational practices in the District.

Being responsible for and directing school-community relations.

Recommending changes in boundaries of all schools in the District to the Board, as needs arise.

Delegating responsibility, seeking assistance of those District personnel who can carry out the administrative requirements of the Board.

Updating the policy manual.

1.0200.05 *BUDGET OFFICER*
Issue Date: 4/25/96

The Superintendent shall serve as budget officer for the School Board.

Utah Code § 53A-19-101

The Budget Officer shall:

1. The Superintendent must prepare and file a tentative budget with the Board. The Superintendent must prepare the budget on forms furnished by the state auditor and set forth in detail the revenues and expenditures of the preceding year and the estimated revenue and expenditures for the next fiscal year.

2. The Superintendent must show the financial condition of the District by funds as of May 1 of the current year and also the estimated financial condition by funds at the close of the current fiscal year

3. The Superintendent must place the budget on file with the office of the Board of Education, for public inspection, for a period of at least fifteen days prior to the adoption of the budget. The law requires that "on or before June 15 of each year, the Board of Education of each school district shall prepare and adopt a budget for the next fiscal year." A copy of the budget must be filed with the state auditor.

4. The Superintendent shall have an annual audit made by or under the immediate direction and supervision of a competent accountant not in the hire of the local governmental unit concerned. The audit must be completed by October 15 after the close of each fiscal year.

1.0210 EVALUATION

1.0210.01 *EVALUATION*
Issue Date: 4/25/96
BJC

The Board may annually make a written evaluation of the Superintendent. In its sole discretion, the Board may make written evaluations of the Superintendent on a more frequent basis. The Board shall furnish the Superintendent with a copy of the contemplated evaluation and may in its sole discretion, discuss its conclusions with the Superintendent in executive session.

1.0220 TERMINATION

1.0220.01 *TERMINATION*

Issue Date: 4/25/96

The Superintendent may be terminated during the term of his/her appointment upon a vote of two-thirds of the Board.

1.0220.02 *REASONS*

Issue Date: 4/25/96

The Board's decision to terminate or dismiss the Superintendent shall not be based on the Superintendent's exercise of rights guaranteed by the Constitution, or based unlawfully on race, color, religion, sex, national origin, disability, or age. Causes for the termination of the Superintendent may include but are not limited to:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications; or

Failure to fulfill duties or responsibilities or the conduct of personal business during school hours; or

Incompetence or inefficiency in the performance of required or assigned duties; or

Insubordination or failure to comply with Board directives, policies or administrative regulations; or

Neglect of duties; or

Drunkenness or excessive use of alcoholic beverages; illegal use of drugs, hallucinogens, or other controlled substances, or the possession, use, or being under the influence of alcohol, alcoholic beverages, drugs or controlled substances while on school property, acting within the scope of the Superintendent's duties, or attending any school or District-sponsored activity; or

Conviction of a felony or any crime involving moral turpitude; or

Failure to meet the District's standards of professional conduct; or

Disability, not otherwise protected by law, that impairs performance of required duties; or

Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District; or

Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or community, impairs or diminishes the Superintendent's effectiveness in the District; or

Reasons specified in the individual employment contract reflecting special conditions of employment, or failure to maintain a valid supervisory certificate; or

Failure to maintain an effective working relationship, or maintain good rapport with parents, the community, staff or the Board; or

Assault on an employee or student; or

Falsification of records or other documents related to the District's activities; or

Misrepresentation of facts to the Board or other District officials in the conduct of District business.

Mismanagement of District property; or

Mismanagement of District financial resources; or

Failure to adequately provide for the safety of students.

1.0220.03 *LEAVE WITH PAY*

Issue Date: 4/25/96

The Board may, by majority vote, for any cause enumerated or for no cause, place the Superintendent on leave with pay or place him/her in another position with equivalent pay, and such action shall not constitute termination.

1.0220.04 *NOTICE*

Issue Date: 4/25/96

Before the Superintendent is terminated, the Superintendent shall be given reasonable notice of the proposed action and the grounds set out in sufficient detail to fairly enable him/her to show any error that may exist. The Superintendent shall be advised of the names of adverse witnesses and the nature of their testimony.

1.0220.05 *HEARING*

Issue Date: 4/25/96

If, upon written notification, the Superintendent desires to be heard and contest the proposed action of the Board, the Superintendent shall make a written request for a hearing before the Board within fifteen (15) days of receiving the notification. The hearing shall be set on a date that affords the Superintendent a reasonable time to prepare an adequate defense but not more than thirty (30) days from the Board's receipt of the written request, unless postponed by mutual consent.

The Board may conduct the hearing in open session or in closed session unless the Superintendent requests a public hearing, in which case the hearing shall be open to the public.

At the hearing before the Board, the Superintendent may employ counsel. The Superintendent also has the right to hear the evidence, upon which the charges are based, to cross-examine all adverse witnesses, and to present evidence of innocence or extenuating circumstances. Prior to termination, the Board shall determine the existence of good cause for termination. Such determination shall be based solely on the evidence presented in the hearing. Termination may only be by a vote of two-thirds of the Board.

The Board shall notify the Superintendent of its decision, within fifteen (15) days after the hearing.

Utah Code § 53A-3-301

1.0220.06 *SUSPENSION*

Issue Date: 4/25/96

At the discretion of the Board by majority vote, the Superintendent may be placed on leave with pay pending the outcome of the termination hearing.

1.0220.07 *NOTICE TO THE COMMISSION*

Issue Date: 4/25/96

The President of the Board shall notify the Utah State Board of Education whenever the Superintendent is terminated by action of the Board and the termination is due to a final judicial determination or determination by the Board of immorality, unprofessional conduct, or professional incompetence.

Utah Admin Rule 300-514-3(B)

1.0220.08 *RELIEF OF DUTIES*

Issue Date: 4/25/96

A majority of the Board may vote to place the Superintendent on leave without reduction in salary or other employment related benefits and such action shall not constitute termination.

Utah Code § 53A-3-402(16)

1.0230 NON-RENEWAL

1.0230.01 *NON-RENEWAL*

Issue Date: 4/25/96

The Board may, by majority vote, in its sole discretion, choose not to renew the Superintendent's appointment at the end of the appointment period. No notice need be provided prior to the vote of the Board.

1.0300 ASSISTANT SUPERINTENDENT

1.0300.01 *DUTIES*

Issue Date: 4/25/96

In the absence of the Superintendent, all responsibilities to the Board are assigned to the Assistant Superintendent.

The Assistant Superintendent shall:

1. Assume appropriate duties as may be assigned by the Superintendent.

Assist the Superintendent in directing and evaluating the instructional program of the District.

Coordinate the work of the supervisory personnel

Make recommendations to the Superintendent regarding the improvement of the entire District program.

1.0400 ADMINISTRATIVE ASSISTANTS

1.0400.01 *ADMINISTRATIVE ASSISTANTS*

Issue Date: 4/25/96

Administrative Assistants are employed to ensure both compliance with various program demands and the demonstration of excellence as these programs are derived. Following is a partial list. It covers administrative positions typical of traditional school organization. Other roles are also developed to accommodate the dynamic nature of the District; they are usually transitional positions established to meet the demands of recent legislation or the changing needs of the patrons.

1.0400.02 *DIRECTOR OF CURRICULUM*

Issue date: 4/25/96

The Director of Curriculum shall hold a valid certificate for supervision as issued by the State Department of Instruction. The Director of Curriculum is a member of the District Office staff and is directly responsible to the Superintendent. The Director shall:

1. Be responsible to the Superintendent of Schools for the discharge of his/her duties and responsibilities. S/he shall have delegated authority in working with principals and teachers and shall serve in an advisory capacity in his/her work with the schools.

Give general direction to the curriculum and instructional programs in the District and serve as advisor to the Superintendent and Board in matters regarding these programs.

Assist in making recommendations to the Superintendent for the appointment and assignment of instructional personnel within the District.

Assist in the development of educational goals and objectives for the District.

Direct studies, surveys and research affecting curricular and instructional changes.

Assist in the selection and implementation of instructional supplies and materials.

Arrange for in-service training programs for the instructional staff.

Serve as supervisor for schools in the District and give such aid to the teachers as may be required of his/her office.

Perform such other duties as may be required by the Board through the Superintendent of Schools.

Serve as a consultant to faculty groups on in-service projects.

Help determine basic philosophy and Board policies of instructional method.

Help promote continuous evaluation of the teaching-learning process.

Have the prerogative to work in any and all classrooms of the District as s/he sees the need to do so, or as requested by the Superintendent, principals, or teachers.

Meet regularly with principals to plan and evaluate work.

Assist groups and/or individual with special projects.

Help in orientation of new teachers.

Keep abreast of current educational developments, read extensively in the professional literature of the field, and review new textbooks and materials before making recommendations.

(This position is usually split between two Assistants—one directs the secondary curriculum; the other oversees the elementary curriculum.)

1.0400.03 *DIRECTOR OF SPECIAL EDUCATION*

Issue date: 4/25/96

The Director of Special Education shall hold a valid certificate for Supervision issued by the Utah State Board of Education. The Director shall:

1. Be responsible to the Superintendent and obtain delegated authority over all matters concerning special education. This includes the development, maintenance and improvement of curriculum, personnel and materials.

Develop, allocate and monitor the budgets for special education.

Monitor District compliance with federal and state laws pertaining to students with disabilities.

Together with the principals, supervise and enhance the professional development of all special education personnel.

1.0400.04 *DIRECTOR OF CAREER AND TECHNICAL EDUCATION*

Issue date: 4/25/96
Updated: 4/29/19

The Director shall:

1. Supervise and evaluate all Career and Technical Education programs within the District.

Develop, monitor and allocate all monies pertinent to Career and Technical Education.

Consult with the Superintendent and staff regarding needed changes in Career and Technical Education programs.

Interview and recommend personnel for employment as Career and Technical Education instructors.

Maintain an inventory of all Career and Technical Education materials.

Provide in-service programs for Career and Technical Education instructors.

1.0500 DISTRICT SPECIALISTS

1.0500.01 *SCHOOL PSYCHOLOGIST*

Issue date: 4/25/96

The School Psychologist is directly responsible to the Director of Special Education. As a member of the District staff, the Psychologist must possess a valid certificate from the Utah State Board of Education. The Psychologist shall:

1. Carry out individual case studies of students referred by teachers and parents.

Consult with teachers as part of the individual education program team for all intellectually and behaviorally challenged students.

Provide short-term crisis and preventive counseling to students.

Act as an in-service resource to staff on matters relating to principles of learning and helpful variations from standard practice in order to meet students' needs across intellectual, cultural and behavioral proficiencies.

Maintain records of all student evaluations.

Consult with teachers regarding the instruction of challenged students.

1.0500.02 *COMMUNICATIVE DISORDER SPECIALIST*

Issue date: 4/25/96

The Communicative Disorder Specialist is directly responsible to the Director of Special Education and must possess a valid certificate from the Utah State Board of Education. The Communicative Disorder Specialist shall:

1. Provide individual and group therapy for students with communicative disorders.

Screen students for speech/hearing/language disorders.

Consult with teachers and parents of students with communicative challenges regarding instructional techniques, materials and prosthetic devices.

1.0600 SUPERVISORS OF CLASSIFIED PERSONNEL

1.0600.01 *SUPERVISORS OF BUILDINGS AND GROUNDS*

Issue date: 4/25/96

The Supervisor of buildings and grounds shall be responsible to the Superintendent and through the Superintendent to the Board for general supervision of custodial services, general care of all buildings and grounds for the District. Specific responsibilities are as follows:

1. Supervises all custodial work in cooperation with the principals.

Ensures that repairs that cannot be made by regular custodians in plumbing, heating, electrical and general maintenance will be done.

Acts as project supervisor on major maintenance and repairs.

Prepares, summarizes, and submits bids for major repairs to Superintendent.

Recommends quality, approves purchase, and distributes custodial supplies and equipment.

Keeps a record of supplies being tested, to guide in making recommendations for purchase.

Relieves the custodian or aids in securing help for custodians in emergencies.

Inspects buildings to eliminate fire hazards and recommends preventive maintenance.

Inspects mechanical equipment as needs arise.

Assists in recommending personnel for employment and assignment in maintenance and operational programs.

Assists in planning programs for the in-service training of maintenance and custodial personnel.

1.0600.02 *SUPERVISOR OF TRANSPORTATION*

Issue date: 4/25/96

The Supervisor shall:

1. Be in charge of all pupil transportation.
2. Route all buses for the District.
3. Periodically inspect all units relating to his/her department.
4. Assist with the actual work of bus maintenance whenever his/her time is not fully occupied in supervisory activities.

1.0600.03 *SUPERVISOR OF FOOD SERVICES*

Issue date: 4/25/96

The Supervisor shall:

1. Direct the District-wide school food service program in conformance with federal and state laws and regulation, local and state health ordinances and District policies.

Develop and recommend changes in food service program policies and procedures to District Administrator, including application processing and meal accounting handling procedures under the free and reduced-price meal programs for needy students.

Provide liaison between education and food service staffs in establishing and conducting nutrition education programs.

Analyze food service department financial statements and take corrective action, when necessary, to prevent financial loss.

Develop specifications for and order food, related supplies, and food service equipment.

Develop and implement standards for the operation of an efficient, sanitary, and high quality food service program.

Order USDA-donated food, when available, and assure its proper use in accordance with government regulations.

Test food and other products prior to and after purchase to determine acceptability.

Work with vendors regarding new products and services and/or problems involving their products.

Develop and test menus and recipes, plan menus that provide nutritional and appetizing foods, and recommend prices for all operations.

Plan and direct District-wide meetings and workshops to provide training on food preparation and service, sanitation and nutrition.

Select, assign, transfer, handle grievances and recommend discipline of food service personnel in accordance with District policies and procedures.

Review collective bargaining contract proposals and provide input in wages, benefits, working conditions, costs and other issues to the personnel department or collective bargaining staff, on behalf of the food service department.

Develop public information materials including bilingual and oral materials for non-English proficient or non-reading patrons and media releases pertaining to school food service programs.

Meet with students, teachers, parents, vendors, employees, and community groups on school food service program matters. Equal attention/notice for non-reading patrons will be provided.

Conduct research and keep abreast of developments in school food service management and in nutrition education.

Perform related duties as assigned.

Supervise the purchasing of food, related supplies, and food service equipment through formal and informal bid solicitation and the awarding of purchase orders in accordance with District policies and state and federal laws.

Supervise the warehousing and delivery of staples and perishable food and supplies to schools.

Supervise accounting functions pertaining to school food service operations and financing.

Supervise capital outlay projects such as the building of new school cafeterias and central kitchens.

1.0700 ADMINISTRATIVE PERSONNEL

1.0700.01 *ADMINISTRATIVE APPOINTMENT*

Issue date: 4/25/96
Updated: 3/9/23

All Administrators of the District will be appointed by the Board only upon the recommendation of the Superintendent. Should the Board reject a person nominated by the Superintendent, it shall be the Superintendent's duty to make another nomination.

In determining the recommendation, the Superintendent may consider the advice of the building and/or district administrators, or the Administrative Recommendation Committee. This Committee may consist of board member(s), district and/or school administrator(s), teacher(s) and community patron(s). It is the intent of the board to include as many committee members as is reasonable for the position.

1.0700.02 *CRITERIA*

Issue date: 4/25/96

Written criteria are developed which is related to the position requirements. The selection process shall be uniform in application to all applicants. All applicants shall be fully informed of the criteria and procedures associated with the selection process prior to an interview or at the beginning of the interview.

All personnel selected must be appropriately certified or have the necessary provisional certification from the State Board of Education before they can receive any salary from the District.

1.0710 ADMINISTRATIVE PERSONNEL: PRINCIPALS

1.0710.01 *PRINCIPALS*

Issue date: 4/25/96

The principal is the official representative of the Board and the Superintendent in the school assignment. As such, the principal is responsible for the efficient and effective direction of activities within the school according to the laws of the State and policies of the District. All rules and regulations governing each school will be developed by the principal with input from the staff and submitted to the Superintendent for approval. These rules and regulations must then meet final approval by the Board before they become policy.

1.0710.02 *ADMINISTRATIVE DUTIES*

Issue date: 4/25/96
BLA
Updated: 9/5/24

School principals shall:

1. Have primary responsibility for educational leadership in the school to which they are assigned. As chief administrative officers of the school and supervisor of its instructional program, the principal shall provide the leadership in creating and environment conducive to skillful creative teaching and optimum learning. In recognition of the value of the team approach, supervision should be identified through encouragement and support of the instructional program allowing opportunity for teacher growth and development.

Be the administrative authority in the school within the limits of the law, Board regulations and instructions from the Superintendent.

Be responsible for ordering approved supplies, textbooks, equipment, and all materials necessary to the operation of the school

Conduct regularly scheduled faculty meetings and have a record kept of all proceedings.

In accordance with policies, rules and regulations adopted by the Board, be responsible for the detailed organization of the program of the school, for the assignment of duties to staff members and for the administration of the instructional program for the regular school year and during the extended summer programs.

Supervise the instructional program through classroom observations and consultations with teachers and aides.

Be responsible for assisting the administrative assistants and curriculum personnel in appraising, developing and evaluating the school curriculum and in planning, adapting and scheduling the courses of study for the students.

Be responsible for the direction and supervision of the professional, classified and hourly staff working within the school building and provide annual evaluations for each member.

Report immediately, in full and in writing, to the administrative offices any infringement of District property rights within the school or any injury to any pupil or member of the staff that may occur at a time or place wherein the rights or responsibilities of the schools may be involved.

Keep the Superintendent, appropriate assistant administrators and other administrative officers fully advised as to the conditions and needs of the school.

Make regular and thorough inspections accounting for school properties, and be responsible to the Superintendent for these properties.

Attend meetings as directed by the Superintendent.

Make available and review relevant school policies with the staff regularly. Inform the staff of school regulations as the Board enacts them.

Prepare a budget with which to operate the school. Be responsible for the administration of a system of accounting of all monies from student activities, cafeterias, student fees or fines, entertainments, gifts and from any student group within the school. This accounting shall be in accord with a central plan of accounts and carried out under the supervision of the Superintendent or the delegated authority.

Be responsible for taking all reasonable precautions to safeguard the staff and of the students in the school during school hours. Provide for the safety and care of children in case of fire, storm, or other sudden danger to the school plant and shall see that the students and teachers are adequately trained to carry out such plans during these occurrences.

Be responsible for organizing the resources of the school to provide supervision of school activities that may include: playground activities before, during, and after school, supervision of the lunch program, assemblies, etc. in the best interests of the students and the staff.

Be responsible for the assignment of students to classes.

Develop a plan, together with the staff, to maintain effective control of students, enforcing rules in a manner that protects students' rights and the responsibility of the school and report to the Superintendent of the delegated authority any irregular types of punishment disapproved by Board policy.

Make recommendations for teacher dismissal within the school.

As required, evaluate and report the efficiency of each member of the staff in the school in accordance with an established plan of teacher evaluation.

Carry out an ongoing public relations program by actively participating in parent-teacher groups, alerting medial to school events and assisting patrons to interpret school policy

Report to the appropriate assistant administrator any need for extended absence from school and the name of the person appointed to act in the absence of the principal.

Direct the activities of the custodial staff during the contract year and be responsible for the maintenance and repair of the school building.

a. Shall report all emergencies to the Superintendent or the assistant administrator for operations.

b. Shall be responsible for the safety of the physical facilities.

c. Shall conduct, in the presence of the custodian, a monthly building inspection. The inspection report, detailing all needed repairs, shall be submitted to the assistant administrator of operations in a timely manner.

Shall provide all new employees with sufficient information for them to complete their jobs.

Perform other duties as may be assigned by the Superintendent of schools.

1.0711 SPECIFIC DUTIES/RESPONSIBILITIES

1.0711.01 *ABSENCE FROM SCHOOL*
Issue date: 4/25/96

Permission must be obtained from the Superintendent if the principal is to be absent from the building for more than one-half day. When this is necessary, a staff member will be placed in charge and the principal will make sure he/she can be reached by this person in case of an emergency.

1.0711.02 *REMOVAL POLICY*

Issue date: 4/25/96

The principal has the authority to have removed from the school premises any person who may be considered a threat to the safety, well-being, or operation of the school. This applies to students and non-students alike.

The principal shall receive mileage pay for taking ill or injured students home or to the hospital. (Parents or legal guardians are the first choice for such transportation in such matters.) Home visits related to school business are also reimbursable.

1.0711.03 *TRAVEL POLICY*

Issue date: 11/00
Updated: 2/5/26

Each principal will be reimbursed for travel expenses accrued during the discharge of their duties. Out-of-state travel needs to be approved by the board.

1.0711.04 *FIRE DRILLS*

Issue date: 4/25/96
Updated: 9/5/24

Fire drills and safety drills shall be conducted according to state law and as guided by section 2.0310.

1.0711.05 *MANDATORY PROHIBITED ACT REPORTING*

Issue date: 4/25/96
Updated: 2/5/26

School employees shall immediately report to the school principal(s) any reasonable belief that a violation of the following policy has occurred, if occurring while the student is in the classroom, on school property, or during school-sponsored activities, regardless of location or circumstances:

1. Uses foul, abusive, or profane language while engaged in school-related activities;

2. Illicitly uses, possesses, or distributes a controlled substance, drug paraphernalia, a tobacco product, an electronic cigarette product, or an alcoholic beverage; or

3. Hazes, demeans, or engages in assaultive behavior, whether consensual or not, including behavior involving physical violence, restraint, improper touching, or inappropriate exposure of body parts not normally exposed in public settings, forced ingestion of any substance, or any act which would constitute a crime against a person or public order under state law.

Failure of a person holding a professional certificate to report these prohibited acts as required under this policy constitutes an unprofessional practice.

Utah Code § 53G-8-209 (2025)

School District Location Defined—

"School district location" means in any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

1.0711.06 *CONTROLLED SUBSTANCES AND REPORTING POLICY*

Issue date: 4/25/96
Updated: 2/5/26

The use, possession or exchange of a controlled substance on any school property, in any building owned or operated by the Board or at any activity sponsored by the school whether on or off school property or within one thousand (1,000) feet of school is a violation of the law and is prohibited.

Controlled substances are defined as, but not limited to, alcohol, tobacco (including smokeless), marijuana, cocaine, heroin, or any legally controlled or non-prescribed stimulant, sedative, hallucinogen or tranquilizer which is by content so identified, regardless of name of origin.

Duty to Report Student Use or Possession of Illegal Drugs or Alcohol—

A school employee with reasonable belief that a student has used or possessed alcohol or illegal drugs, counterfeit substances, or any associated paraphernalia at a school district location, or during a school-sponsored activity, shall immediately report that fact to the school's administrator.

Utah Code § 53G-8-501 (2018)
Utah Code § 53G-8-502 (2018)
Utah Code § 58-37-8 (2025)

Notice to Law Enforcement and to Parent or Legal Guardian—

Upon receiving a report from a school employee of student use or possession of illegal drugs or alcohol, counterfeit substances, or any associated paraphernalia at a school district location, the school administrator(s) shall investigate the matter.

School authorities may search lockers, persons, or personal belongings for purposes of acquiring evidence of use, possession, or exchange of controlled substances at any time. Methods and measures used for the search are to be reasonably related to the objectives of the search and not excessively intrusive in the light of the circumstances, including the age and sex of the person involved and the nature of the infraction. When a school authority conducts a search, at least one other educator is to be present, and law enforcement may be present if possible. Use of canine (sniffing dog) will be used at any time in searches for controlled substances in all Duchesne County Schools.

If the school administrator(s) develop a reasonable belief that the student has used or possessed alcohol or illegal drugs, counterfeit substances, or any associated paraphernalia at a school district location, or during a school sponsored activity, the school administrator(s) shall contact local law enforcement and parents as soon as reasonably possible.

Immunity for Good Faith Reporting—

A school employee who, in good faith, reports student use or possession of illegal drugs or alcohol, counterfeit substances, or any associated paraphernalia at a school district location in accordance with these provisions is immune from any civil or criminal liability resulting from that action.

Utah Code § 53G-8-504 (2018)

Education—

The district will continue to provide instruction on the harmful effects of alcohol, tobacco, and other controlled substances. Reviewing and updating these instructional offerings will be continually in progress so the latest and most effective methods of instruction will be utilized.

1.0711.07 *VENDING MACHINE FUNDS*

Issue date: 4/25/96
Updated: 2/5/26

Profits obtained from vending machines by individual schools are to be properly accounted for by individual schools and wisely used for student or staff purposes.

These funds are not to be utilized for personal benefit.

1.0711.08 *FUND RAISING POLICY*

Issue Date: 3/10/11
Updated: 9/5/24

Schools may sell items to raise funds for the purchase of materials, equipment, transportation or other school related expenses. Upon approval from school administration, funds raised may be used to compensate individuals. All funds received and payments made are to go through the district finance system. Revenues shall be deposited in a school or district controlled account.

1.0711.09 *VANDALISM POLICY*

Issue date: 4/25/96

Vandalism or destruction of school facilities or equipment owned by the District is unlawful and prohibited and will be subjected to the following policy:

1. Any person causing vandalism or destruction to school facilities or equipment will be referred to the designated law and order agency for court action and may be fined up to the amount of repairing or replacing the vandalized property.

2. The Board policy advocates the enhancement and protection of all school properties.

1.0720 ADMINISTRATIVE PERSONNEL: EVALUATION

1.0720.01 *EVALUATION*

Issue date: 4/25/96
BLB

The Superintendent may annually make a written evaluation of administrative personnel. In the Superintendent's sole discretion, evaluations may be made on a more frequent basis. A copy of the evaluation instrument shall be provided to the Administrator.

1.0730 ADMINISTRATIVE PERSONNEL: TERMINATION

1.0730.01 *GROUNDS FOR DISMISSAL*

Issue date: 4/25/96

Any Administrator may be dismissed for good cause before the completion of the term fixed in the contract. The following list of actions may result in dismissal:

1. Deficiencies pointed out as part of the appraisal or evaluation process or any other communications.

Failure to fulfill duties or responsibilities.

Incompetency or inefficiency in the performance of required or assigned duties.

Insubordination or failure to comply with official directives.

Neglect of duties.

Conducting personal business during school hours.

Drunkenness or excessive use of alcoholic beverages; illegal use of drugs, hallucinogens, or other controlled substances.

The possession, use, or being under the influence of alcohol, alcoholic beverages, or controlled substances while on school property, working in the scope of the employee's duties, or attending any school sponsored activity.

Disability not otherwise protected by law, which impairs performance of required duties.

Immorality, which is conduct the Board determines, is not in conformity with the accepted moral standards of the community encompassed by the District.

Reasons specified in individual employment contracts reflecting special conditions of employment.

Failure to maintain an effective working relationship, or maintain good rapport with parents, the community, or colleagues.

Assault on a District employee or student.

Falsification of records or other documents related to the District's activities.

Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

Failure to fulfill or maintain requirements for certification.

Any other reason justifying termination of employment for cause.

Utah Code § 53A-8-104(1)

1.0730.02 *NOTICE*

Issue date: 4/25/96

Before any Administrator is dismissed, the Administrator shall be given reasonable notice in writing of the proposed action and the grounds, set out in sufficient detail to fairly enable the Administrator to show any error that may exist. This is to occur no less than fifteen (15) days prior to the proposed date of termination. The Administrator shall be advised of the names of adverse witnesses and the nature of their testimony.

Utah Code § 53A-8-104(5)

1.0730.03 *HEARING*

Issue date: 4/25/96

If the Administrator desires a hearing, the Administrator shall notify the Board in writing within ten (10) days of receiving the notice of anticipated termination or nonrenewal. Upon such request, the Board or its designee shall within ten (10) days hold a hearing at which the Administrator shall be given a fair opportunity to refute the reasons given for the anticipated termination or nonrenewal. The Board or its designee may, but is not required to, modify its decision, with respect to the status of the employee.

Siebert v. University of Oklahoma Health Science Center, 867 F.2d. 591 (10th Cir. 1989)
Cleveland Board of Education V. Loudermill, 470 U.S. 532 (1985)
Utah Code § 53A-8-104(8)

The Board may conduct the hearing in open session or in closed session unless the Administrator requests a public hearing, in which case the hearing shall be open to the public.

At the hearing before the Board, the Administrator may employ counsel. The Administrator also has the right to hear the evidence upon which the charges are based, to cross-examine all adverse witnesses, and to present evidence of innocence or extenuating circumstances. Prior to dismissal, the Board shall determine the existence of good cause for termination. Such determination shall be based solely on the evidence presented in the hearing. The Board shall notify the Administrator of its decision in writing within ten (10) days after the hearing.

Utah Code § 53A-8-105(2)

1.0730.04 *SUSPENSION*

Issue date: 4/25/96

The Administrator may be suspended with or without pay pending the outcome of the dismissal hearing

1.0730.05 *PROBATIONARY STATUS*

Issue date: 4/25/96

The Board may decide not to renew the contract of any administrator serving a probationary period.

Utah Code § 53A-10-102(3)

1.0730.06 *REGULAR STATUS*

Issue date: 4/25/96

The Board, after receiving the recommendation of the Superintendent, may choose not to renew the employment of any principal, supervisor, classroom teacher, counselor, or other full-time professional employee, except paraprofessional personnel, who is required to hold a valid certificate or teaching permit and who is employed under a term contract. Such action shall be effective at the end of the contract period.

1.0730.07 *REASONS FOR NON-RENEWAL*

Issue date: 4/25/96

The reasons for non-renewal may include, but are not limited to, the reasons set forth in this section.

In the event the employment of a regular status Administrator is in question, the Administrator shall be notified in writing one (1) month prior to being issued a termination notice that continued employment is in question, and the reasons therefore, and given an opportunity to improve.

Utah Code § 53A-8-104(2)

1.0730.08 *NOTICE*

Issue date: 4/25/96

The Superintendent shall, upon receipt of a recommendation for nonrenewal, after consideration of the reasons for the recommendation, in the Superintendent's sole discretion, either reject the recommendation or give the Administrator written notice of the proposed nonrenewal two months prior to the end of the employment term fixed in the contract. The notice of proposed nonrenewal shall contain a statement of all the reasons for such proposed action.

Utah Code § 53A-8-104(2)

In the event of failure to give notice of proposed nonrenewal within the specified time, the Administrator shall be considered employed for the succeeding school year except that termination for cause may be initiated for improper conduct occurring at any time during the contract period.

Utah Code § 53A-8-104(4)

1.0730.09 *HEARING*

Issue date: 4/25/96

If the Administrator desires a hearing after receiving notice of the proposed nonrenewal, the employee shall notify the Board in writing within ten (10) days after receiving the notice of nonrenewal. The Board shall provide for a hearing to be held within fifteen (15) days after receiving written notice from the employee requesting a hearing. Such hearing shall be closed unless an open hearing is requested by the employee and shall be conducted in accordance with rules promulgated by the District.

Utah Code § 53A-8-104(8)

1.0730.10 *BOARD DECISION*

Issue date: 4/25/96

If the Administrator requests a hearing, the Board shall take such action as it deems lawful and appropriate and shall notify the employee in writing of the action within fifteen (15) days following the conclusion of the hearing.

If the Administrator fails to request a hearing, the Board shall take such action as it deems lawful and appropriate and shall notify the Administrator in writing of the Action within fifteen (15) days following the conclusion of the hearing.

Utah Code § 53A-8-104(5)

1.0730.11 *PROVISIONAL EMPLOYEES*

Issue date: 4/25/96
Updated: 9/8/11

Persons employed by the District less than three (3) consecutive successful years in the Duchesne County School District are provisional employees without expectation of continued employment beyond the end of the current contract term. A provisional employee is not employed for a succeeding contract term unless otherwise notified in writing by the Board or its authorized agent.

Not having an expectation of continued employment in a subsequent contract term, a provisional employee does not have a right to a hearing before the Board to complain of the failure of the Board to offer a subsequent contract. The Superintendent of schools and the Board of Education each have the discretion to extend the provisional status of and employee for up to two (2) years.

1.0800 DISTRICT ANNUAL REPORTS

1.0800.01 *FISCAL YEAR*

Issue date: 3/8/18
BU

The District's fiscal year begins on July 1 and ends on June 30.

Utah Code § 53G-4-403(1) (2018)

1.0800.02 *ANNUAL FISCAL AUDIT AND REPORT*

Issue date: 4/25/96
Updated: 3/8/18
BU

The District's accounts shall be audited annually at District expense by an independent auditor who is a competent certified public accountant. The audit shall be conducted in conformance with the requirements of Utah Code § 51-2a-102(2), and an audit report will be prepared according to the requirements of Utah Code § 51-2a-102(3). Copies of the audit report shall be submitted as follows:

1. A copy of the audit report shall be submitted to the State Superintendent of Public Education by October 1.

2. After any necessary audit adjustments are made to the audit report and verified by the auditor or auditors, the completed audit report shall be delivered to the State Superintendent of Public Education by November 30.

3. A copy of the completed audit report shall be filed with the State Auditor no later than December 31.

Utah Code § 51-2a-102 (2017)
Utah Code § 51-2a-201(1) (2017)
Utah Code § 51-2a-202 (2016)
Utah Code § 53G-4-404 (2018)
Utah Admin. Rules R277-113-5(4) (October 10, 2017)

1.0900 BUSINESS ADMINISTRATOR

1.0900.01 *BUSINESS ADMINISTRATOR*

Issue date: 9/12/96
BKA

The Business Administrator shall be appointed for a term of two years and until a successor is qualified. The term of office shall commence on the date that the Board approved the Business Administrator for a two-year appointment or such other effective date established by the Board. In the absence of two-year appointment by the Board for a specific two-year period, the Business Administrator serves at the will of the Board.

Utah Code § 53G-4-302(2) (2018)

1.0900.02 *OATH OF OFFICE*

Issue date: 9/12/96
BKB

The Business Administrator shall be qualified as an officer of the Board of Education and an employee of the School District by taking an oath to faithfully discharge duties as an officer of the Board, which duties are set forth below.

Utah Constitution Article IV, § 10

1.0900.03 *DUTIES OF BUSINESS ADMINISTRATOR*

Issue date: 9/12/96
BKB

Subject to the direction of the Superintendent, the Business Administrator shall:

1. Attend all meetings of the Board, keep an accurate record of its proceedings, and have custody of the seal and records;

Be custodian of all District funds, be responsible and accountable for all money received and disbursed, keep accurate records for all revenues received and their sources;

Countersign with the President of the Board all warrants and claims against the District as well as other legal documents approved by the Board;

Prepare and submit in writing a monthly report of the receipts and disbursements of his office. Pay out school monies only upon warrants signed by the Board President, or, in the case of the President's absence or disability, by the Vice-president, and countersigned by him as Business Administrator, and perform such other duties as the Board may require.

Use uniform budgeting, accounting, and auditing procedures in forms approved by the State Board of Education which shall be in accordance with the generally accepted accounting principles or auditing standards and statutes of the State of Utah;

Prepare and submit to the Board a detailed annual statement for the period ending June 30, of the revenue and expenditures, including beginning and ending fund balances;

Assist the Superintendent in the preparation and submission of budget documents and statistical and fiscal reports required by the law or the State Board of Education.

Ensure that adequate internal controls are in place to safeguard the District's funds;

Prepare and maintain complete records showing evidence of ownership of financial and/or other legal obligations, contracts and agreements affecting all school properties and all alterations in such properties.

Have charge of business records and documents and organize and maintain a system of indexes and files by which such reports and documents may be safely preserved and readily consulted when needed.

Maintain complete and up-to-date records of the uses and whereabouts of school properties.

Under the supervision of the Superintendent, purchase all supplies and material needed in the operation of the District.

Coordinate and direct all insurance programs in the District.

Recommend to the Superintendent any changes in the procedure of the business affairs of the District which will improve the business operations of the District.

Perform such other duties as requested by the Board or the Superintendent.

As authorized by the Board of Education, invest any surplus funds in the District's demand deposit (checking) in such a manner as outlined in Section 19, S.B. No 31, State Money Management Act, i.e., time certificates of deposit, repurchase agreements, statement savings accounts, bankers acceptances, bonds (tax anticipation, general obligation, etc.) or other evidence of indebtedness of the United States of America, the State of Utah, etc.

> Said investments to be restricted to banks and savings & loan institutions qualified as depositories in accordance with the rules and regulations of the State Money Management Council.

1.0910 PROPERTY MANAGEMENT

1.0910.01 *PROPERTY MANAGEMENT*
Issue date: 9/12/96

No District employee shall transfer, sell, or trade in any property/equipment owned by the District/State without written authorization of the Superintendent.

1. Transfer of surplus property

    a. Insofar as feasible and practical, the Superintendent will authorize the transfer of surplus property and/or equipment between schools.

Sale of surplus property

    b. Surplus property shall be declared surplus by the Board and then shall be offered to the general public through competitive sealed bids or public auction. It is recognized, however, that some types and classes of items can be sold more readily and advantageous by other means. In such cases, and also where the nature of the property or unusual circumstances call for its sale to be restricted or controlled, the Superintendent may employ such other means, provided s/he makes a written determination that such procedure is advantageous to the District.

    c. When making sales by competitive sealed bid, notice of the sale should be given at least ten (10) days before the date set for opening bids; notice shall be published in the local newspaper and posted in the District Office. Notices may also be mailed to prospective bidders. Where the possibility of need exists, notices in a suitable format (such as translated or verbal) will be made available to non-English proficient and/or non-reading prospective bidders. Bids shall be opened publicly. Award shall be made in accordance with the provisions of the request for sale bids to the highest responsive and responsible bidder, provided that the price offered by such bidder is acceptable to the Superintendent and/or Board. Where such price is not acceptable, the Superintendent and/or Board may determine the method of disposal of the item, provided it is in the best interest of the District.

    d. Proceeds from the sale of surplus property shall be retained by the District in all cases except where the Board makes an exception and allows sale proceeds to go to an individual school/department where circumstances exist which merit such exception.

    e. Auctions: Surplus property may be sold at auction. The solicitation to bidders should stipulate, at a minimum, all the terms and conditions of any sale. Registration will be required in order to participate in the bidding, and that the purchaser must remove within a stated time all surplus property purchased.

    f. Trade In: Surplus property may be traded in when the Superintendent determines the trade in value is expected to exceed the value estimated to be obtained through the sale of such property.

1.0920 NEW SCHOOL SITES

1.0920.01 *NEW SCHOOL SITES*

Issue date: 11/13/97

It is the policy of Duchesne School District to determine sties for school buildings that best serve the educational needs of all students in the District. The Board therefore desires to establish an Administrative procedure whereby school patrons and interested parties can seek Board review of claims of entitlement to have education facilities constructed at locations within the District.

1.0920.02 *ADMINISTRATIVE PROCEDURES*

Issue date: 11/13/97

Any patron or interested party may request school administration to consider the need for educational facilities within the District by filing a formal written request with the Superintendent which states the following:

1. The identity of the requester;

The educational or other need to be addressed by the proposed new construction;

The type of new construction proposed, and;

Where the new construction would be built.

1.0920.03 *BOARD REVIEW*

Issue date: 11/13/97

If a written response is not received from the Superintendent within forty-five (45) days, then the requester may submit the proposal to the Board for its review. The Board may, in its discretion, consider the proposal, hold public hearings and issue a design regarding the proposal. If the Board has not responded in writing to the requester within sixty (60) days, then the Board shall be deemed to have exercised its discretion to reject the proposal.

1.0920.04 *RESERVATION OF AUTHORITY*

Issue date: 11/13/97

The Board reserves to itself the ultimate decision with respect to how and where the educational needs of students in the District are best met and when new construction is necessary to address those needs.

1.1000 PROCUREMENT

1.1000.01 *SCOPE OF PROCUREMENT POLICIES*

Issue Date: 5/8/14
Updated: 1/6/16
CB

This policy and the other policies in sections 1.1010, 1.1020, 1.1030 govern procurement by the District. To “procure” means to acquire a procurement item through a procurement. “Procurement” means an expenditure of public funds, or an agreement to expend public funds, in exchange for a “procurement item.” A “procurement item” includes a supply, a service, construction, or technology. The procurement process consists of all functions that pertain to the obtaining of a procurement item, including the description of requirements, the selection process, solicitation of sources, the preparation for soliciting a procurement item, and the award of a contract.

Utah Code § 63G-6a-103(56), (57), (58) (2018)

Except as specified in the following paragraph or elsewhere in the procurement policies, the District's procurement policies apply to apply to every expenditure of public funds irrespective of the source of the funds, including federal assistance, by the District, under any contract.

Utah Code § 63G-6a-105(1) (2016)

1.1000.02 *EXCLUSIONS*

Issue Date: 5/8/14
Updated: 12/13/18
CB

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

1. The acquisition or disposition of real property or an interest in real property

Utah Code § 63G-6a-105(7) (2013); 63G-6a-1209(2) (2013)

Employment contracts or collective bargaining agreements

Utah Code § 63G-6a-103(79)(c) (2018)

Grants or contracts between the District and another procurement unit (except for policies relating to improper conduct)

Utah Code § 63G-6a-107(1)(c) (2016)
Utah Code § 63G-6a-103(57)(c) (2018)

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

Utah Code § 63G-6a-105(8) (2016)

Grants

Utah Code § 63G-6a-107(1)(b) (2016)
Utah Code § 63G-6a-103(57)(c) (2018)

Hiring a mediator, arbitrator, or arbitration panel member

Utah Code § 63G-6a-107(4) (2016)

Expenditure of funds administered under the Percent-for-Art Program (except for Section 1.1034, which does apply to such expenditures)

Utah Code § 63G-6a-107(1)(a) (2016)

1.1000.03 *INTENT TO COMPLY WITH OTHER LAWS AND REGULATIONS*

Issue Date: 5/8/14
Updated: 1/6/16
CB

It is the District's intent and purpose to comply with the Utah Procurement Code (Title 63G, Chapter 6a of the Utah Code) and with such regulations as are promulgated by the Utah Procurement Policy Board, which is the applicable rulemaking authority for procurement by the

District. To the extent that the District's procurement policies conflict with either the Procurement Code or with applicable regulations, those code provisions or regulations shall govern.

Utah Code § 63G-6a-105(5), (6) (2016)
Utah Code § 63G-6a-103(1)(e) (2018)
Utah Code § 63G-6a-106(2), (4) (2016)
Utah Code § 63G-6a-110(1)(a), (2) (2016)

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

Utah Code § 63G-6a-107(2) (2016)

1.1000.04 *DEFINITIONS*

Issue Date: 5/8/14
Updated: 12/13/18
CB

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

"Contract" means an agreement for a procurement.

Utah Code § 63G-6a-103(17) (2018)

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

Utah Code § 63G-6a-103(19) (2018)

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

Utah Code § 63G-6a-103(24) (2018)

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

Utah Code § 63G-6a-103(37) (2018)

"Procurement Officer" means _____, or another person designated by the Board of Education, or the Board of Education, or such other person as is designated by rule of the Procurement Policy Board.

Utah Code § 63G-6a-103(59)(a) (2018)

"Public entity" means any government entity located in the state that expends public funds and any political subdivision of the state.

Utah Code § 63G-6a-103(64) (2018)

"Supply" means a good, material, technology, or any other item of personal property.

Utah Code § 63G-6a-103(91) (2018)

1.1010 GENERAL PROCUREMENT POLICIES

1.1010.01 *STANDARD PROCUREMENT PROCESSES*

Issue Date: 5/8/14
Updated: 5/12/2022
CBA

Except as stated in the following paragraph, procurements by the District must be conducted using a "standard procurement process." The standard procurement processes are (1) bidding, as described in Sections 1.1011 and 1.1012; (2) requests for proposals, as described in Section 1.1013; (3) and small purchases, as described in Section 1.1014.

Utah Code § 63G-6a-103(87) (2018)

1.1010.02 *SUPPLEMENTAL PROCUREMENT PROCEDURES*

Issue Date: 12/13/18
CBA

A supplemental procurement procedure can be used to assist with a standard procurement process. The supplemental procurement processes are (1) request for information, as described below, and (2) request for statement of qualifications, as described in Section 1.1026.01.

Utah Code § 63G-6a-401 (2016)

1.1010.03 *BEST AND FINAL OFFERS ONLY PERMITTED WITH REQUESTS FOR PROPOSALS*

Issue Date: 12/13/18
CBA

The best and final offer process may only be used with a request for proposals process. It may not be used with any other procurement process.

Utah Code § 63G-6a-707.5(1) (2017)

1.1010.04 *EXCEPTIONS TO STANDARD PROCUREMENT PROCESSES*

Issue Date: 5/8/14
Updated: 1/6/16
CBA

The only other permissible procurement methods apart from the standard procurement processes are procurements under the following procedures as described in Section 1.1015: Sole Source Procurement, Emergency Procurement, Prison Industry Goods Procurement, Community Rehabilitation Program Procurement, and Alternative Procurement Methods.

Utah Code § 63G-6a-802 (2016)
Utah Code § 63G-6a-802.3 (2016)
Utah Code § 63G-6a-802.7 (2017)
Utah Code § 63G-6a-803 (2016)
Utah Code § 63G-6a-804 (2013)
Utah Code § 63G-6a-805 (2016)
Utah Admin. Rules R33-8-101 (June 21, 2017)

1.1010.05 *REQUEST FOR INFORMATION*

Issue Date: 5/8/14
Updated: 1/6/16
CBA

A "request for information" is a nonbinding process where the District requests information relating to a procurement item. The purpose of a request for information is to obtain information, comments, or suggestions from potential bidders or offerors before issuing an invitation for bids or request for proposals, to determine whether to invite bids or request proposals; and to generate interest in a possible invitation for bids or a request for proposals. The District may use a request for information to prepare invite bids or request proposals for an unfamiliar or complex procurement, to determine the availability of a procurement item, or to determine best practices, industry standards, performance standards, product specifications, and innovations relating to a procurement item.

Utah Code § 63G-6a-103(71) (2018)
Utah Code § 63G-6a-409 (2016)

A request for information may seek a wide range of information, including for example information on availability of a procurement item, delivery schedules, industry standards and practices, product specifications, training, new technologies, capabilities of potential providers of a procurement item, and alternate solutions.

Utah Code § 63G-6a-409(5) (2016)

A request for information is not a procurement process and may not be used to make a purchase or enter into a contract. Similarly, a response to a request for information is not an offer and may not be accepted to form a binding contract. Information submitted to the District by others or by the District to others in connection with a request for information is considered "protected" information under the Utah Government Records Access and Management Act. However, to establish such protection for trade secrets, commercial information, or non-individual financial information the submitting entity must provide with the information a written claim of business confidentiality and a concise statement of reasons supporting the claim.

Utah Code § 63G-6a-409 (2016)
Utah Code § 63G-2-309(1)(a)(i) (2013)
Utah Admin. Rules R33-5-101 (June 21, 2017)

1.1010.06 *SPECIFICATIONS*

Issue Date: 1/6/16
Updated: 5/12/22
CBA

Solicitations for procurements issued by the District shall include specifications. Each specification shall be drafted with the objective of clearly describing the District's requirements and encouraging competition and shall emphasize the functional or performance criteria necessary to meet the District's needs.

A person with a conflict of interest, or who anticipates responding to the proposal for which the specifications are written, may not participate in writing specifications. The District may retain the services of a person to assist in writing specifications, scopes of work, requirements, qualifications, or other components of a solicitation. However, a person retained to assist in writing specifications may not, at any time during the procurement process, be employed in any capacity by, nor have an ownership interest in, an individual, public or private corporation,

governmental entity, partnership, or unincorporated association bidding on or submitting a proposal in response to the solicitation. (This restriction does not apply to design-build construction projects or to a procurement that the Procurement Official or Board of Education or its designee determines in writing that the restriction should not apply.) Violations may result in the bidder or offeror being declared ineligible for award of the contract, the solicitation being canceled, termination of an awarded contract, or any other action determined to be appropriate by the Board of Education or its designee.

Brand name or equal specifications may be used when the phrase "or equivalent" is included within the specification and as many other brand names as practicable are also included in the specification. Brand name or equal specifications shall include a description of the particular design and functional or performance characteristics required. Specifications unique to the brands shall be described in sufficient detail that another person can respond with an equivalent brand. If only one brand can meet the requirement, the District shall solicit from as many providers of the brand as practicable. If there is only one provider that can meet the requirement, the District shall conduct the procurement as a sole source procurement in accordance with Policy CBF.

When a manufacturer's specification is used in a solicitation, the solicitation shall state the minimum acceptable requirements of an equivalent. When practicable, the District shall name at least three manufacturer's specifications.

Utah Code § 63G-6a-111 (2016)
Utah Admin. Rules R33-4-103 (January 22,2021)

1.1010.07 *PROCUREMENT NOTICE REQUIREMENTS*

Issue Date: 5/8/14
Updated: 5/12/22
CBA

The District shall post notice of a solicitation in one or more of the following ways:

- on the District's main web site; or
- on a state web site that is owned, managed by, or provided under contract with, the Utah Division of Purchasing and General Services for posting a public procurement notice.

The notice shall be posted at least seven days before the day of the deadline for submitting a solicitation response. This notice period may be reduced if the Procurement Official signs a written statement that a shorter time is needed and that it has been determined that competition from multiple sources may be obtained within that shorter time period.

It is the responsibility of a person seeking information provided by a published notice of solicitation to seek out, find, and respond to the notice. As a courtesy and to promote competition, the District may—but is not required to—provide individual notice.

Utah Code § 63G-6a-112 (2021)

1.1010.08 *PRICE BASED ON ESTABLISHED TERMS*

Issue Date: 12/13/18
CBA

In establishing the price of a procurement item, the District may use a price list, rate schedule, or catalog submitted by a vendor and accepted by the District or mandated by the District or a federal agency. The District may also establish the price based on a federal regulation for a health and human services program.

Utah Code § 63G-6a-113 (2016)

1.1010.09 *CANCELLATION AND REJECTION OF BIDS AND PROPOSALS*

Issue Date: 5/8/14
Updated: 5/12/22
CBA

As provided in the regulations issued by the Procurement Policy Board, when it is in the best interests of the District to do so, the District may, prior to the deadline for response to a solicitation, cancel an invitation for bids, a request for proposals, or other solicitation or reject any or all bids or proposal responses, in whole or in part, as may be specified in the solicitation. When the District takes such an action, the reasons for the cancellation or rejection shall be made a part of the contract file and shall be available for public inspection. Following cancellation, the District shall either resolicit responses to a solicitation (using the same or revised specifications) or withdraw the requisition for the procurement items.

Utah Code § 63G-6a-902 (2020)
Utah Admin. Rules R33-9-101 (June 21, 2017)

1.1010.10 *AWARD BASED ON A SINGLE RESPONSE TO THE SOLICITATION*

Issue Date: 12/13/18
CBA

The regulations of the Procurement Policy Board permit the District to make an award when only one potential vendor submits a bid, provides a quote, or submits a statement of qualifications if certain requirements are met. (In other words, the general requirement of having at least two bids, quotes, or statements of qualifications may be waived.) Those requirements are that:

One of the following is met:

1. A solicitation which meets the public notice requirements results in only one vendor willing to bid, provide quotes, or submit a statement of qualifications; or

2. Vendors on a multiple award contract, prequalification, or approved vendor list fail to bid, provide quotes, or submit statements of qualifications; or

3. The District makes a reasonable effort to invite all known vendors to bid, provide quotes, or submit statements of qualifications and all but one of the invited vendors contacted fail to bid, provide quotes, or submit statements of qualifications. (For purposes of this requirement, "reasonable effort" means that the required public notice has been given, or that an electronic or manual search for vendors within the specific industry fails to identify any vendors willing to submit bids or provide quotes, or contacting industry-specific associations or manufacturers for the names of vendors within that industry, or a determination by the Procurement Officer or the Board or its designee that a reasonable effort has been made.)

In addition to meeting one of the above conditions, the Procurement Officer or the Board or its designee considers whether pricing is fair and reasonable as set forth in Utah Admin. Rule R33-6-109(1), whether to cancel the procurement as set forth in Utah Admin. Rule R33-9-103, and the appropriateness of any bid security requirements under Utah Admin. Rule R33-11-202.

The Procurement Officer or the Board or its designee must maintain records documenting the circumstances and reasons why fewer than two bids, quotes, or statements of qualifications were obtained.

Utah Admin. Rules R33-4-109 (June 21, 2017)

1.1010.11 *BOARD OF EDUCATION AUTHORITY REGARDING PROCUREMENT AND CONTRACTS*

Issue Date: 12/13/18
CBA

The Board of Education has authority to (1) manage and supervise any procurement to ensure, to the extent practicable, that taxpayers receive the best value; (2) prepare and issue standard specifications for procurement items; and (3) review contracts, coordinate contract compliance, conduct contract audits, and approve change orders. The Board of Education may delegate its duties and authorities to an employee of the District as the Board determines is appropriate.

At any stage of the procurement process, upon determining that a District procurement is out of compliance with the Utah Procurement Code or governing regulations, the Board of Education or its designee may correct, amend, or cancel the procurement.

If, at any time during the term of a contract awarded by the District, the Board of Education or its designee determines that the contract is out of compliance with the Utah Procurement Code or governing regulations, the Board of Education or its designee may correct or amend the contract to bring it into compliance or cancel the contract, after consulting with legal counsel, if the Board of Education or its designee determines that correcting, amending, or canceling the contract is in the District's best interest.

Utah Code § 63G-6a-106(4)(e), (g) (2016)

1.1010.12 *CORRECTION OF IMMATERIAL ERRORS*

Issue Date: 12/13/18
CBA

A "solicitation" is an invitation for bids, request for proposals, request for statement of qualifications, or request for information.

A "vendor" is a person who seeks to enter into a contract with the District to provide a procurement item and includes a bidder, an offeror, an approved vendor; and a design professional.

An "immaterial error" is an irregularity or abnormality that is either a matter of form that does not affect substance or an inconsequential variation from a requirement of a solicitation that has no, little, or a trivial effect on the procurement process and that is not prejudicial to other vendors. Immaterial errors include (1) a missing signature, missing acknowledgment of an addendum, or missing copy of a professional license, bond, or insurance certificate; (2) a typographical error; (3) an error resulting from an inaccuracy or omission in the solicitation; and (4) any other error that the Procurement Officer or the Board of Education reasonably considers to be immaterial.

Utah Code § 63G-6a-103(39), (83), (96) (2018)

The Board of Education or its designee may allow a vendor to correct an immaterial error in a responsive solicitation response. If correction is allowed, the Board or its designee shall establish and enforce a deadline for corrections to be submitted (corrections may not be accepted after the

established deadline). If correction is allowed, the Board or its designee shall prepare and sign a written document supporting the reason for allowing the correction.

The vendor is not allowed to (1) correct any deficiency, inaccuracy, or mistake in a solicitation response other than an immaterial error; (2) correct an incomplete submission of documents required to be submitted with the solicitation response; (3) correct a failure to submit a timely solicitation response; (4) substitute or alter a required form or other document specified in the solicitation; (5) remedy a cause for a vendor being considered to be not responsible or a solicitation response not responsive; or (6) correct a defect or inadequacy resulting in a determination that a vendor does not meet the mandatory minimum requirements, evaluation criteria, or applicable score thresholds established in the solicitation.

Utah Code § 63G-6a-114 (2016)
Utah Code § 63G-6a-410(7) (2017)
Utah Code § 63G-6a-605(1)(a) (2016)
Utah Code § 63G-6a-706(1)(a) (2016)

1.1010.13 *REQUEST FOR CLARIFICATION*

Issue Date: 12/13/18
CBA

In this section, "solicitation," "vendor," and "immaterial error" have the same meaning as in "Correction of Immaterial Errors," above.

The District may, at any time, make a written request to a vendor to clarify information contained in a responsive solicitation response. The response may be made either in writing or by submitting a printed document. If the District requests clarification, it shall establish and enforce a deadline for submitting the clarifying information (the District may not accept clarifying information submitted after the established deadline).

A vendor response to a request for information is only allowed to explain, illustrate, or interpret the contents of the vendor's original solicitation response. The response may not be used to address criteria or specifications not contained in the solicitation response. The response may not be used to: (1) correct any deficiency, inaccuracy, or mistake in a solicitation response other than an immaterial error; (2) correct an incomplete submission of documents required to be submitted with the solicitation response; (3) correct a failure to submit a timely solicitation response; (4) substitute or alter a required form or other document specified in the solicitation; (5) remedy a cause for a vendor being considered to be not responsible or a solicitation response not responsive; or (6) correct a defect or inadequacy resulting in a determination that a vendor does not meet the mandatory minimum requirements, evaluation criteria, or applicable score thresholds established in the solicitation.

Utah Code § 63G-6a-115 (2016)
Utah Code § 63G-6a-605(1)(b) (2016)
Utah Code § 63G-6a-706(1)(b) (2016)

1.1010.14 *VENDOR QUALIFICATION*

Issue Date: 5/8/14
Updated: 1/6/16
CBA

Determination of non-responsibility

"Responsible" means being capable, in all respects of meeting all the requirements of a solicitation and fully performing all the requirements of the resulting contract, including being financially solvent with sufficient financial resources to perform the contract.

Utah Code § 63G-6a-103(76) (2018)

If the District determines that a bidder or offeror is not responsible, that determination shall be made in writing in accordance with rules issued by the Procurement Policy Board. It may be grounds for a finding of non-responsibility if a bidder or offeror unreasonably fails to promptly supply information in connection with an inquiry with respect to responsibility. Subject to the Utah Government Records Access and Management Act and Policy GA, information furnished by a bidder or offeror in connection with a responsibility inquiry may not be disclosed outside of the District without prior written consent by the bidder or offeror.

Utah Code § 63G-6a-903 (2017)

The District shall reject bids or offers submitted by bidders or offerors who are determined to be nonresponsible.

Utah Admin. Rules R33-9-204(1) (June 21, 2017)

Debarment

The Board of Education or its designee or the district Procurement Officer may, according to Section 1.1031, either debar a person for cause from consideration for award of contracts for up to three years or suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity that might lead to debarment.

A suspension may not be for more than three months unless an indictment has been issued for an offense which would cause debarment, in which case the suspension shall, if requested by the District's attorney, remain in effect until after the trial of the suspended person.

Causes for debarment include:

1. conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of a public or private contract or subcontract;

2. conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor for the District;

3. conviction under state or federal antitrust statutes;

4. failure without good cause to perform in accordance with the terms of the contract;

5. a violation of the Procurement Code or the District's procurement policies; or

6. any other cause that the Board of Education or its designee or the district Procurement Officer determines to be so serious and compelling as to affect responsibility as a contractor for the District, including debarment by another governmental entity.

The District may consider any cause for debarment as a basis for determining that a person responding to a solicitation is not responsible independent of any effort or proceeding to debar or suspend the person and even if the District does not choose to seek debarment or suspension.

Utah Code § 63G-6a-904(1)(a), (2), (3), (5) (2017)

Bids, offers, or other submissions received from any person that is suspended, debarred, or otherwise ineligible as of the due date for receipt of bids, proposals, or other submissions shall be rejected by the District.

Utah Admin. Rules R33-9-301 (June 21, 2017)

Ineligible bidder or offeror

A person with an outstanding tax lien in the state may not submit a quote, bid, or offer to the District, nor may such a person contract to provide a procurement item to the District. However, if the district Procurement Officer determines that it is in the best interests of the District to do so, the District may grant an exception to this prohibition for a specified and particular quote, bid, offer, or contract. The District may reject a quote, bid, or offer submitted in violation of this prohibition.

Utah Code § 63G-6a-905 (2013)

1.1010.15 *PREFERENCES*

Issue Date: 5/8/14
Updated: 1/6/16
CBA

Preference for providers of Utah products

The District shall, for all procurements, give a reciprocal preference to those bidders offering procurement items that are produced, manufactured, mined, grown, or performed in Utah ("Utah items") over those bidders offering procurement items that are produced, manufactured, mined, grown, or performed in any state that gives or requires a preference to procurement items that are produced, manufactured, mined, grown, or performed in that state ("out of state preferred items"). The amount of reciprocal preference shall be equal to the amount of the preference applied by the other state for that particular procurement item. In order to receive a reciprocal preference under this section, the bidder must certify on the bid that the procurement items offered are Utah items. Without that certification on the bid, the reciprocal preference is waived.

If the bidder submitting the lowest responsive and responsible bid offers out of state preferred items, and if another bidder has submitted a responsive and responsible bid offering Utah items, and with the benefit of the reciprocal preference, the bid of the other bidder is equal to or less than the original lowest bid, the District shall (1) notify the Utah items bidder that the bidder qualifies as a preferred bidder; and (2) make the purchase from the preferred bidder if the bidder agrees, in writing, to meet the low bid within 72 hours after the notice. The District shall include the exact price submitted by the lowest bidder in its notice to the preferred bidder. The District may not enter into a contract with any other bidder for the purchase until 72 hours have elapsed after notice to the preferred bidder. If there is more than one preferred bidder, the District shall award the contract to the willing preferred bidder who was the lowest preferred bidder originally. If there were two or more equally low preferred bidders, the District shall comply with the rules of the Procurement Policy Board to determine which bidder should be awarded the contract.

This section does not apply if application of the section might jeopardize the receipt of federal funds.

Utah Code § 63G-6a-1002 (2017)

If there are more than one equally low preferred low bids, then those preferred bids shall be treated as tie bids and resolved according to the procedure in Section 1.1011.

Utah Admin. Rules R33-10-101(2) (July 8, 2014)

Preference for Utah contractors

A "resident contractor" is a person, partnership, corporation, or other business entity that either has its principal place of business in Utah or that employs workers who are residents of this state when available; and also was transacting business on the date when bids for the public contract were first solicited.

When awarding contracts for construction, the District shall grant a resident contractor a reciprocal preference over a nonresident contractor from any state that gives or requires a preference to contractors from that state. The amount of the reciprocal preference shall be equal to the amount of the preference applied by the nonresident contractor's state. To receive the reciprocal preference under this section, the bidder shall certify on the bid that the bidder qualifies as a resident contractor. Without that certification on the bid, the reciprocal preference is waived.

If the contractor submitting the lowest responsive and responsible bid is a nonresident contractor and has a principal place of business in a state giving or requiring a preference to contractors from that state, and if a resident contractor has also submitted a responsive and responsible bid, and, with the benefit of the reciprocal preference, the resident contractor's bid is equal to or less than the original lowest bid, the District shall notify the resident contractor that the resident contractor qualifies as a preferred resident contractor and issue the contract to the resident contractor if that contractor agrees, in writing, to meet the low bid within 72 hours after notice of preferred resident contractor status. The District notice shall include the exact price submitted by the lowest bidder. The District may not enter into a contract with any other bidder for the construction until 72 hours have elapsed after notice to the preferred resident contractor. If there is more than one preferred resident contractor, the District shall award the contract to the willing preferred resident contractor who was the lowest preferred resident contractor originally. If there were two or more equally low preferred resident contractors, the District shall comply with the rules of the Procurement Policy Board to determine which bidder should be awarded the contract.

This section does not apply if application of the section might jeopardize the receipt of federal funds.

Utah Code § 63G-6a-1003 (2017)

If there are more than one equally low preferred resident contractor, then those preferred resident contractors shall be treated as submitting tie bids and that tie resolved according to the procedure in Section 1.1011.

Utah Admin. Rules R33-10-102(2) (July 8, 2014)

Federal requirements exception to preferences

Neither the Utah products preference nor the Utah resident contractor preference apply to the extent that they conflict with federal requirements relating to a procurement that involves the expenditure of federal assistance, federal contract funds, or federal financial participation funds.

Utah Code § 63G-6a-1004 (2012)

1.1010.16 *SECURITY*

Issue Date: 1/6/16
CBA

Bid, payment and performance bonds or other security may be required for procurement items as set forth in the invitation for bids. Bid, payment and performance bond amounts shall be as prescribed by applicable law or must be based upon the estimated level of risk associated with the procurement item but may not be increased above the estimated level of risk with the intent to reduce the number of qualified bidders.

Utah Admin. Rules R33-6-102(4) (June 21, 2017)

Bid security

Invitations for Bids and Requests for Proposals for construction contracts estimated to exceed $50,000 shall require the submission of bid bond in an amount equal to at least 5% of the bid, at the time the bid is submitted. (The Procurement Official or Board of Education or its designee may require acceptable security in amounts lower than this.)

Invitations for Bids and Requests for Proposals for other procurements may require the submission of a bid security, including specifications for the form and type of bid security, when the Procurement Official or Board of Education or its designee determines it is in the best interest of the District.

If a person fails to include the required bid security, the bid shall be deemed nonresponsive and ineligible for consideration of award except in the case that the security is provided on a bid on a re-solicitation, where there is only one bidder, or where the Procurement Official or Board of Education or its designee determines the failure is non-substantial. If acceptable bid security is not furnished, the bid shall be rejected as nonresponsive, unless the failure to comply is determined by the Procurement Official or Board of Education or its designee to be non-substantial. Failure to submit an acceptable bid security may be deemed non-substantial if:

1. the bid security is submitted on a form other than the required bid bond form and the bid security meets all other requirements including being issued by a surety meeting the applicable requirements and the contractor provides acceptable bid security by the close of business of the next succeeding business day after the District notifies the contractor of the defective bid security; or

2. only one bid is received, and there is not sufficient time to re-solicit; or

3. the amount of the bid security submitted, though less than the amount required by the invitation for bids, is equal to or greater than the difference in the price stated in the next higher acceptable bid; or

4. the bid security becomes inadequate as a result of the correction by the District of a mistake in the bid or bid modification, if the bidder increases the amount of guarantee to required limits within 48 hours after the bid opening.

If the successful bidder fails or refuses to enter into the contract or furnish the additional bonds required, then the bidder's bid security may be forfeited.

Utah Admin. Rules R33-11-201 (June 21, 2017)
Utah Admin. Rules R33-11-302 (January 22, 2022)

Performance bonds for construction contracts

A performance bond is required for all construction contracts in excess of $50,000, in the amount of 100% of the contract price. The performance bond shall be delivered by the contractor to the District within fourteen days of the contractor receiving notice of the award of the construction contract. If a contractor fails to deliver the required performance bond, the contractor's bid/offer

shall be rejected, its bid security may be enforced, and award of the contract may be made to the next lowest responsive and responsible bidder or highest ranked offeror.

Utah Admin. Rules R33-11-301 (June 21, 2017)

Performance bonds for other contracts

When the Procurement Official or Board of Education or its designee determines that a surety or performance bond is necessary to guarantee the satisfactory completion of a contract, such bond may be required if

1. The solicitation contains a statement that a surety or performance bond is required in an amount:
    a. equal to the amount of the bid or offer;
    b. equal to the projected budget or estimated project cost (if published in the solicitation documents);
    c. equal to the previous contract cost (if published in the solicitation documents)
    d. which is less than the above amounts; and
2. The solicitation contains a detailed description of the work to be performed for which the surety or performance bond is required.

Surety or performance bonds should not be used to unreasonably eliminate competition or be of such unreasonable value as to eliminate competition.

Utah Admin. Rules R33-11-302 (January 22, 2021)

Payment bonds

A payment bond is required for all construction contracts in excess of $50,000, in the amount of 100% of the contract price. If a contractor fails to deliver the required payment bond, the contractor's bid or offer shall be rejected, its bid security may be enforced, and award of the contract shall be made to the next lowest responsive and responsible bidder or highest ranked offeror.

The Procurement Official or Board of Education or its designee may waive any bonding requirement if it determines in writing that:

1. bonds cannot reasonably be obtained for the work involved;
2. the cost of the bond exceeds the risk to the District; or
3. bonds are not necessary to protect the District’s interests.

If the District fails to obtain a payment bond it may become liable for unpaid amounts as provided by Utah Code § 14-1-19.

Utah Admin. Rules R33-11-303 (January 22, 2021)

1.1011 AWARDING CONTRACTS BY BIDDING

1.1011.01 *BIDDING IS THE APPROPRIATE PROCUREMENT PROCESS WHEN COST IS THE MAJOR FACTOR*

Issue Date: 5/8/14
Updated: 12/13/18
CBB

The District may award a contract for a procurement by the bidding process, in accordance with this policy, the rules of the Procurement Policy Board, and the Utah Procurement Code. Awarding contracts by bidding is the appropriate procurement process to follow when cost is the major factor in determining the award of a procurement.

Utah Code § 63G-6a-602 (2017)
Utah Admin. Rules R33-6-101 (June 21, 2017)

1.1011.02 *THE BIDDING PROCESS*

Issue Date: 5/8/14
Updated: 12/13/18
CBB

Invitation for bids

Procurement by bidding begins when the District issues an invitation for bids. The invitation for bids shall (1) state the period of time during which bids will be accepted, (2) describe the manner in which a bid shall be submitted, (3) state the place where a bid shall be submitted, (4) include, or incorporate by reference, a description of the procurement items sought, (5) include, or incorporate by reference, the objective criteria that will be used to evaluate the bids; and (6) include, or incorporate by reference, the required contractual terms and conditions. The invitation for bids includes all documents, including documents that are attached or incorporated by reference, used for soliciting bids to provide a procurement item to a procurement unit. The invitation for bids shall contain a "Bid Form" or other forms providing lines for the bid price, acknowledgment of receipt of any addenda, identification of other applicable submissions, and the bidder's signature. Bidders may also be required to submit descriptive literature and/or product samples so that the District may evaluate whether a procurement item meets the specifications and other requirements set out in the invitation for bids. The invitation for bids shall be published according to the notice requirements in Section 1.1010.

Utah Code § 63G-6a-103(42) (2018)
Utah Code § 63G-6a-603 (2017)
Utah Admin. Rules R33-6-102(1), (2) (June 21, 2017)

Required product samples must be furnished free of charge unless otherwise specified in the invitation for bids. Samples must be labeled or otherwise identified as specified in the invitation for bids. If not destroyed by testing, samples will be returned upon written request, at the bidder's expense, within such deadline as may be specified in the invitation for bids.

Utah Admin. Rules R33-6-102(2)(a) (June 21, 2017)

A "specification" means any description of the physical or functional characteristics, or nature of a procurement item included in an invitation for bids or otherwise specified or agreed to by the District, including a description of a requirement for inspecting or testing a procurement item or preparing a procurement item for delivery. All specifications shall seek to promote the overall economy and best use for the purposes intended and encourage competition in satisfying the needs of the District, and may not be unduly restrictive. This applies to all specifications used by the

District, including those prepared by architects, engineers, designers, and draftsmen. (See "Specifications" in Section 1.1010.)

Utah Code § 63G-6a-103(86) (2018)
Utah Code § 63G-6a-111 (2016)

Addenda to invitations

Prior to the submission of bids, the District may issue addenda which may modify any aspect of the invitation for bids. Addenda shall be distributed within a reasonable time to allow prospective bidders to consider the addenda in preparing bids.

After the due date and time for submitting bids, at the discretion of the Procurement Officer or Board of Education or its designee, addenda to the invitation for bids may be limited to bidders that have submitted bids, provided the addenda does not make a substantial change to the invitation that, in the opinion of the Procurement Officer or Board of Education or its designee, likely would have impacted the number of bidders responding to the invitation.

Utah Admin. Rules R33-6-104 (June 21, 2017)

Pre-bid conferences and site visits

Pre-bid conferences and site visits may be held to explain the procurement requirements as follows:

1. Except as authorized in writing by the Procurement Officer or Board of Education or its designee, pre-bid conferences and site visits must require mandatory attendance by all bidders.

2. A pre-bid conference may be attended in person, by teleconference, by webinar, or by other electronic media approved by the Procurement Officer or Board of Education or its designee.

3. Site visits must be attended in person.

4. All pre-bid conferences and site visits must be attended by an authorized representative of the person or vendor submitting a bid and as may be further specified in the procurement documents.

5. The solicitation must state that failure to have at least one authorized representative in attendance for the entire duration of each pre-bid conference or site visit shall result in the disqualification of that bidder.

6. If the Procurement Officer or Board of Education or its designee in writing waives the mandatory attendance requirement for a pre-bid conference or site visit, the District may use audio or video recordings of pre-bid conferences and site visits and may require all bidders that do not have an authorized representative in attendance for the entire duration of the conference or site visit to review the recording.

If a pre-bid conference or site visit is held, the District shall maintain and publish as an addendum to the solicitation:

1. an attendance log including the name of each attendee, the entity the attendee is representing, and the attendee's contact information;

2. minutes of the pre-bid conference or site visit; and

3. copies of any documents distributed by the District to the attendees at the pre-bid conference or site visit.

Any verbal modifications to any solicitation documents made in a pre-bid conference or site visit shall be reduced to writing and shall also be published as an addendum to the solicitation.

Utah Admin. Rules R33-6-103 (June 21, 2017)

Cancellation of invitation for bids

An invitation for bids may be canceled by the District prior to the deadline for submission of bids when the District determines it is in its best interest. If the District cancels an invitation for bids, the reasons for the cancellation shall be made part of the procurement file and shall be available for public inspection. The District shall then either re-solicit bids (using the same or revised specifications) or withdraw the requisition for the procurement item or items.

Utah Admin. Rules R33-9-101 (June 21, 2017)

No bids submitted

If there is no initial response to an initial invitation for bids, the Procurement Officer or Board of Education or its designee may:

1. contact the known supplier community to determine why there were no responses to the invitation;

2. research the potential vendor community; and,

3. modify the invitation for bids based upon the information gathered.

If the District has modified the invitation for bids and re-issued it and still receives no bids or there is insufficient competition, the Procurement Officer or Board of Education or its designee shall require the District to further modify the procurement documents or cancel the requisition for the procurement item(s).

Utah Admin. Rules R33-9-102 (June 21, 2017)
Utah Admin. Rules R33-4-109 (June 21, 2017)

Bid submission

Bids (and modifications to a bid) submitted after the established due date and time will not be accepted for any reason except when the District determines that an error on the part of the District or its employee resulted in the bid (or modification to a bid) not being received by the due date and time.

All bids or modifications to bids received by physical delivery will be date and time stamped by the District. When submitting a bid or modification to a bid by physical delivery (U.S. Mail, courier service, hand-delivery, or other physical means), bidders are solely responsible for meeting the deadline. Delays caused by a delivery service or other physical means will not be considered as an acceptable reason for a bid or modification to a bid being late.

When submitting a bid or modification electronically, bidders must allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time posted in the electronic system. If a bidder is in the middle of uploading a bid when the closing time arrives, the system will stop the process and the bid or modification to the bid will not be accepted.

Utah Admin. Rules R33-6-105 (June 21, 2017)

Bid opening and acceptance

A “bidder” is a person who responds to an invitation for bids. A “responsible” bidder is one who is capable, in all respects, of meeting all the requirements of the invitation for bids and fully performing all the requirements of the resulting contract, including being financially solvent with sufficient financial resources to perform the contract. A “responsive” bid is one that conforms in all material respects to the invitation for bids.

Utah Code § 63G-6a-103(5), (76), (77) (2018)

Bids shall be opened publicly and in the presence of one or more witnesses, unless an electronic bid opening process is used where bidders may see the opening of the bid electronically, and at the time and place indicated in the invitation for bids. (A different process is used for bidding by reverse auction under Section 1.1012.) Bids shall be accepted unconditionally, without alteration or correction, except as otherwise authorized by District policies. The district Procurement Officer shall reject any bid that is not responsive or submitted by a bidder who is not responsible. Nonresponsive bids include those that are conditional, attempt to modify the bid requirements, contain additional terms or conditions, or fail to conform to the requirements or specifications of the invitation for bids. A bid that is submitted by a bidder who is not responsible includes any bid where the Procurement Officer reasonably concludes that the bidder or an employee, agent, or subcontractor of the bidder, at any tier, is unable to satisfactorily fulfill the bid requirements. The District may not accept a bid after the time for submission of a bid has expired except when the District determines that an error on the part of the District or its employee resulted in the bid not being received by the due date and time. The Procurement Officer shall record the name of each bidder and the amount of each bid and make that information available for public disclosure after the bid is awarded.

Utah Code § 63G-6a-604 (2016)
Utah Admin. Rules R33-6-105(4) (June 21, 2017)

Correction or clarification of bids

The Board of Education or its designee may allow a vendor to correct an immaterial error in a bid, as provided in Section 1.1010 and may also request a vendor to clarify information contained in a bid, as provided in Section 1.1010. However, a vendor may not change the total bid price after the bid opening and before a contract is awarded. (This does not apply to a change in the contract price during contract administration, as may otherwise be allowed under these policies.) The decision to permit such correction or clarification or to cancel an award or contract is final and conclusive unless it is arbitrary and capricious or clearly erroneous.

Utah Code § 63G-6a-605 (2016)
Utah Code § 63G-6a-1911(1) (2013)

Withdrawal of bid

A bidder may voluntarily withdraw a bid at any time before a contract is awarded with respect to the invitation for bids for which the bid was submitted provided the bidder is not engaged in any type of bid rigging, collusion or other anticompetitive practice made unlawful under other applicable law.

Utah Admin. Rules R33-6-106 (June 21, 2017)

Cancellation before award

When the District determines before award but after opening that the specifications, scope of work or other requirements contained in the invitation for bid documents were not met by any bidder or offeror the invitation for bids shall be cancelled.

In addition, the District may cancel an invitation for bids before award but after opening all bids or offers when the District determines in writing that one or more of the following has occurred:

1. inadequate or ambiguous specifications were cited in the invitation for bids;

2. the bid specifications have been or must be revised;

3. the procurement item(s) being solicited are no longer required;

4. the invitation for bids did not provide for consideration of all factors of cost to the District, such as cost of transportation, warranties, service and maintenance;

5. the bids received indicate that the District's needs can be satisfied by a less expensive procurement item differing from that in the invitation for bids;

6. except as provided below regarding bids which exceed available funds, all otherwise acceptable bids or offers received are at unreasonable prices, or only one bid or offer is received and the Procurement Officer or Board of Education or its designee cannot determine the reasonableness of the bid price or cost proposal;

7. the responses to the invitation for bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith; or,

8. no responsive bid has been received from a responsible bidder.

Utah Admin. Rules R33-9-103 (June 21, 2017)

If the District has an existing contract and an invitation for bids is cancelled for one of the reasons listed in paragraphs (6), (7), or (8) above, and the Procurement Officer or Board of Education or its designee has made the required written determination, the District may permit the extension of the existing contract.

Utah Code § 63G-6a-802.7(1)(b)(i) (2017)

Evaluation of bids and awarding of contract

The District shall evaluate each bid using the objective criteria described in the invitation for bids, which may include experience, performance ratings, inspection, testing, quality, workmanship, time and manner of delivery, references, financial stability, cost, suitability for a particular purpose, the contractor's work site safety program (including any requirement that the contractor imposes on subcontractors for a work site safety program), or other objective criteria specified in the invitation for bids. Criteria not described in the invitation for bids may not be used to evaluate a bid.

Utah Admin. Rules R33-9-202 (June 21, 2017)

The Board of Education or the Procurement Officer may reject a bid for (1) the bidder's violation of the District's procurement policies, the Procurement Policy Board rules, or the Procurement Code, (2) violating a requirement of the invitation for bids, (3) the bidder's unlawful or unethical conduct, or (4), a change in the bidder's circumstance that, had the change been known at the time the bid was submitted, would have caused the bid to be rejected. Upon rejection, the Board of Education or the Procurement Officer shall make a written finding stating the reasons for rejection and provide a copy of that finding to the bidder who submitted the rejected bid. If the District cancels an invitation for bids without awarding a contract, the District shall make available for public inspection a written justification for the cancellation.

Utah Code § 63G-6a-606(4), (5) (2017)

Any bid that fails to conform to the essential requirements of the invitation for bids shall be rejected. Any bid that does not conform to the applicable specifications shall be rejected unless the invitation for bids authorized the submission of alternate bids and the procurement item(s) offered as alternates meet the requirements specified in the solicitation. Any bid that fails to conform to the delivery schedule or permissible alternates stated in the invitation for bids shall be rejected.

A bid shall be rejected when the bidder imposes conditions or takes exceptions that would modify requirements or terms and conditions of the invitation for bids or limit the bidder's liability to the procurement, since to allow the bidder to impose such conditions or take exceptions would be prejudicial to other bidders. For example, bids shall be rejected in which the bidder:

1. for commodities, protects against future changes in conditions, such as increased costs, if total possible costs to the District cannot be determined;

2. fails to state a price and indicates that price shall be the price in effect at time of delivery or states a price but qualifies it as being subject to price in effect at time of delivery;

3. when not authorized by the invitation for bids, conditions or qualifies a bid by stipulating that it is to be considered only if, before date of award, the bidder receives (or does not receive) an award under a separate solicitation;

4. requires that the District is to determine that the bidder's product meets applicable specifications; or

5. limits rights of the District under any contract clause.

Utah Admin. Rules R33-9-202 (June 21, 2017)

A bidder may be requested to delete objectionable conditions from a bid provided doing so is not prejudicial to other bidders, or the conditions do not go to the substance, as distinguished from the form, of the bid. A condition goes to the substance of a bid where it affects price, quantity, quality, or delivery of the procurement item(s) offered.

Utah Admin. Rules R33-9-202 (June 21, 2017)

Bid cost evaluation shall be based on the lowest bid for the entire term of the contract, excluding renewal periods. Unless an exception is authorized in writing by the Procurement Officer or Board of Education or its designee, cost may not be divided or evaluated on any other basis than the entire term of the contract, excluding renewal periods.

Utah Admin. Rules R33-6-101(3)(b), (c) (June 21, 2017)

All bids must be based upon a definite calculated price. "Indefinite quantity contract" means a fixed price contract for an indefinite amount of procurement items to be supplied as ordered by the District, and does not require a minimum purchase amount, or provide a maximum purchase limit. "Definite quantity contract" means a fixed price contract that provides for the supply of a specified amount of goods over a specified period, with deliveries scheduled according to a specified schedule. Bids may not be based on another bidder's price, including a percentage discount or formula, other amount related to another bidder's price, or conditions related to another bid or acceptance of an entire bid or a portion of a bid.

Utah Admin. Rules R33-6-102(5) (June 21, 2017)

The originals of all bids rejected as nonresponsive or because the bidder was determined to be not responsible and all written findings with respect to such rejections shall be made part of the procurement file and made available for public inspection.

Utah Admin. Rules R33-9-204(3) (June 21, 2017)

Multiple or alternate bids will not be accepted, unless otherwise specifically required or allowed in the invitation for bids. If a bidder submits multiple or alternate bids that are not requested in the invitation for bids, the Procurement Officer or Board of Education or its designee will only accept the bidder's primary bid and will not accept any other bids constituting multiple or alternate bids.

Utah Admin. Rules R33-6-110 (June 21, 2017)

The District shall:

1. (subject to procedures for multiple award contracts) award the contract as soon as practicable to the responsible bidder who submits the lowest responsive bid that meets the objective criteria described in the invitation for bids; or

2. if that bid is rejected as provided for above, to the responsible bidder who submits the next lowest responsive bid that meets the objective criteria described in the invitation for bids; or

3. cancel the invitation for bids without awarding a contract.

Utah Code § 63G-6a-606(3) (2017)

If the District encounters administrative difficulties before award but after the deadline for submissions that may delay award beyond the bidders' acceptance periods, the bidders should be requested, before expiration of their bids or offers, to extend in writing the acceptance period (with consent of sureties, if any) in order to avoid the need for cancellation.

Utah Admin. Rules R33-9-104 (June 21, 2017)

The District may reject any or all bids, in whole or in part, as may be specified in the invitation for bids, when it is in the best interest of the District. In the event of a rejection of any or all bids, in whole or in part, the reasons for rejection shall be made part of the procurement file and shall be available for public inspection.

Utah Admin. Rules R33-9-201 (June 21, 2017)

Re-solicitation

Re-solicitation of a bid may occur only if the Procurement Officer or Board of Education or its designee determines that:

1. A material change in the scope of work or specifications has occurred;

2. procedures outlined in the Utah Procurement Code were not followed;

3. additional public notice is desired;

4. there was a lack of adequate competition; or

5. other reasons exist such that it is in the best interest of the District.

Re-solicitation may not be used to avoid awarding a contract to a qualified vendor in an attempt to steer the award of a contract to a favored vendor.

Utah Admin. Rules R33-6-108 (June 21, 2017)

Single bidder

If only one responsive bid is received from a responsible bidder in response to an invitation for bids, including multiple stage bidding, an award may be made to the single bidder if the requirements set forth in Section 1.1010 are satisfied. Otherwise, the bid may be rejected and:

1. a new invitation for bids solicited; or

2. the procurement canceled.

Utah Admin. Rules R33-6-109 (June 21, 2017)
Utah Admin. Rules R33-12-603 (June 21, 2017)
Utah Admin. Rules R33-12-604 (June 21, 2017)

Action when all bids are over budget

If the district Business Administrator certifies that all accepted bids exceed available funds and that the lowest responsive bid from a responsible bidder does not exceed the available funds by more than 5%, the Procurement Officer may negotiate an adjustment of the bid price and bid requirements with the responsible bidder who submitted the lowest responsive bid in order to bring the bid within the amount of available funds. However, the Procurement Officer may not adjust the bid requirements if there is a substantial likelihood that, had the adjustment been included in the invitation for bids, a person that did not submit a bid would have submitted a responsive and competitive bid.

Utah Code § 53G-4-303 (2018)
Utah Code § 63G-6a-607 (2017)

Resolution of tie bids

A "tie bid" means that the lowest responsive bids of responsible bidders are identical in price. In the event of tie bids, the contract shall be awarded to the procurement item offered by a Utah resident bidder, provided the bidder indicated on the bid form that it is a Utah resident. If none of the tie bids was from an identified Utah resident bidder, the preferred method to resolve the tie shall be for the President of the Board of Education or another designee of the Board to toss a coin before at least three witnesses, with the bidder first in alphabetical order being "heads." As deemed appropriate by the Procurement Officer or Board of Education or its designee, the Procurement Officer may resolve a tie bid in accordance with one of the following methods: (1) awarding the bid to the tie bidder who (a) is a provider of state products, if no other tie bidder is a provider of state products, or (b) is closest to the point of delivery, or (c) received the previous award, or (d) will provide the earliest delivery date; or (2) by drawing lots.

Utah Code § 63G-6a-103(92) (2018)
Utah Code § 63G-6a-608 (2017)
Utah Admin. Rules R33-6-111 (June 21, 2017)

Publication of award

The District shall, on the day on which the award of a contract is announced, make available to each bidder and to the public a notice that includes: (1) the name of the bidder to which the contract is awarded and the price(s) of the procurement item(s); and (2) the names and the prices of each bidder to which the contract is not awarded.

Utah Admin. Rules R33-6-112 (June 21, 2017)

Errors discovered after contract award

Errors discovered after the award of a contract may only be corrected if, after consultation with the Procurement Officer or Board of Education or its designee and legal counsel, it is determined that

the correction of the mistake does not violate the requirements of the Utah Procurement Code or the Utah Administrative Rules regarding procurement. Any such correction must be supported by a written determination signed by the Procurement Officer or Board of Education or its designee.

Utah Admin. Rules R33-6-107 (June 21, 2017)

Multiple Stage Bidding

The invitation for bids for a multiple stage bidding process shall:

1. describe the requirements for, and purpose of, each stage of the process;

2. indicate whether the District intends to award a single contract; or multiple contracts for a series of upcoming procurements; and

3. state that the first stage is for prequalification only, that a bidder may not submit any pricing information in the first stage of the process; and that bids in the second stage will only be accepted from a person who prequalifies in the first stage.

During the first stage, the District shall prequalify bidders to participate in subsequent stages, in accordance with Section 1.1010, shall prohibit the submission of pricing information until the final stage; and may, before beginning the second stage, request additional information to clarify the qualifications of the bidders who submit timely responses.

Contracts may only be awarded for a procurement item described in stage one of the invitation for bids. The District may use as many stages as it determines to be appropriate.

Utah Code § 63G-6a-609 (2016)

The District may hold a pre-bid conference (as outlined above) to discuss the multiple-stage bidding process.

Utah Admin. Rules R33-6-113 (June 21, 2017)

1.1012 AWARDING CONTRACTS BY REVERSE AUCTION BIDDING

1.1012.01 *REVERSE AUCTION BIDDING*

Issue Date: 5/8/14
CBC

Reverse auction bidding may be used if the Procurement Officer determines, in writing, that reverse auction bidding will provide the best value to the procurement unit. Reverse auction bidding is appropriate to use when there are multiple prequalified providers of a procurement item.

1.1012.02 *REVERSE AUCTION BIDDING PROCESS*

Issue Date: 5/8/14
CBC

Invitation for bids to participate in reverse auction bidding

The reverse auction bidding process begins when the District issues an invitation for bids to prequalify bidders to participate in the reverse auction. The invitation for bids shall (a) state the

period of time during which bids will be accepted, (b) state that the bid will be conducted by reverse auction, (c) describe the procurement items sought, (d) describe the minimum requirements to become prequalified, (e) state the required contractual terms and conditions, and (f) describe the procedure that the District will follow in conducting the reverse auction. The invitation for bids shall be published according to the notice provisions of Section 1.1010.

In order to participate in a reverse auction, a bidder shall agree to the specifications, and contractual terms and conditions, of the procurement; and shall be trained in, and abide by, the procedure that the District will follow in conducting the reverse auction.

Utah Code § 63G-6a-611 (2016)

Conducting a reverse auction

The District shall allow all prequalified bidders, but only prequalified bidders, to participate in a reverse auction. The reverse auction may be conducted at a physical location or by electronic means. No bids may be accepted after the time for a bid submission has expired. The reverse auction shall be conducted in a manner such that (1) bids are updated in real time, and (2) each bidder may bid against each other bidder and each bidder may lower the bidder's price below the lowest bid before the auction closes.

Utah Code § 63G-6a-612(1) (2017)

Evaluation of bids and awarding contract

At the close of the reverse auction, the District shall either award the contract as soon as practicable to the lowest responsive and responsible bidder who meets the objective criteria described in the invitation for bids, or shall cancel the reverse auction without awarding a contract.

Utah Code § 63G-6a-612(2) (2017)

Public notice

After the conclusion of the reverse auction, the Procurement Officer shall make publicly available the amount of the final bid submitted by each bidder during the reverse auction and the identity of the bidder that submitted each final bid. If practicable, the Procurement officer shall also make publicly available the amount of each bid submitted during the reverse auction and the identity of the bidder.

Utah Code § 63G-6a-612(3) (2017)

1.1013 AWARDING CONTRACTS BY REQUEST FOR PROPOSALS

1.1013.01 *DEFINITIONS*

Issue Date: 5/8/14
Updated: 3/12/20
CBD

"Design-build" means the procurement of design professional services and construction by the use of a single contract with the design-build provider.

"Service" means labor, effort, or work to produce a result that is beneficial to a procurement unit and includes a professional service. "Service" does not include labor, effort, or work provided under an employment agreement or a collective bargaining agreement.

"Professional service" means labor, effort, or work that requires an elevated degree of specialized knowledge and discretion, including labor, effort, or work in the field of (a) accounting, (b) administrative law judge service, (c) architecture, (d) construction design and management, (e) engineering, (f) financial services, (g) information technology, (h) law, (i) medicine, (j) psychiatry, or (k) underwriting.

A "public-private partnership" means an arrangement or agreement between a procurement unit and one or more contractors to provide for a public need through the development or operation of a project in which the contractor or contractors share with the procurement unit the responsibility or risk of developing, owning, maintaining, financing, or operating the project.

Utah Code § 63G-6a-103(29), (61), (68), (79) (2019)

1.1013.02 *REQUEST FOR PROPOSALS*

Issue Date: 9/11/14
Updated: 3/12/20
CBD

The District may use the request for proposals procurement process in accordance with rules of the Utah Procurement Policy Board. The request for proposals procurement process is appropriate for use in selecting the proposal that provides the best value or which is the most advantageous to the District, including when (a) the procurement involves a contract whose terms and conditions are to be negotiated in order to achieve the result which is most advantageous to the District, (b) cost is not the most important factor to be considered in making the selection that is most advantageous to the District, (c) factors apart from or in addition to cost are highly significant in making the selection that is the most advantageous to the District, or (d) the District anticipates entering into a public-private partnership. The request for proposals process is appropriate for the procurement of professional services and for procurement of design-build or construction manager/general contractor services.

Utah Code § 63G-6a-702 (2017)
Utah Code § 63G-6a-1911(2) (2013)

1.1013.03 *SPECIFICATIONS*

Issue Date: 2/10/16
Updated: 3/12/20
CBD

The specifications for the request for proposals shall be developed according to the requirements and process set out in Section 1.1010.

1.1013.04 *REQUEST FOR PROPOSALS PROCESS*

Issue Date: 5/8/14
Updated: 3/12/20
CBD

The request for proposals procurement process begins when the District issues a request for proposals. The District shall publish a request for proposals in accordance with the notice requirements of Section 1.1010.

Utah Code § 63G-6a-703(1), (3) (2017)

Content of request

A request for proposals shall:

1. state the period of time during which a proposal will be accepted;

2. describe the manner in which a proposal shall be submitted, including a description of the required format, any required forms, and how to submit price proposals;

3. state the place where a proposal shall be submitted;

4. to the extent practicable, include, or incorporate by reference, a full description of the procurement items sought and the full scope of work;

5. include, or incorporate by reference, a description of the subjective and objective criteria that will be used to evaluate the proposal;

6. include, or incorporate by reference, the standard contractual terms and conditions required by the authorized purchasing entity;

7. if the request for proposals is for a construction project, require each offeror to include in the proposal a description of the offeror's company safety plan and the offeror's safety plan for the specific project that is the subject of the proposal;

8. state the relative weight that will be given to each score awarded for the evaluation criteria, including cost;

9. state the formula that will be used to determine the score awarded for the cost of each proposal;

10. if the request for proposals will be conducted in multiple stages, as described below, include a description of the stages and the criteria, scoring, and methodology that will be used to screen offerors at each stage;

11. state that best and final offers may be allowed, as provided by law and this policy, from responsible offerors who submit responsive proposals that meet minimum qualifications, evaluation criteria, or applicable score thresholds identified in the request for proposals; and

12. if applicable to the request, state that the District anticipates the procurement process to result in the District entering into a public-private partnership.

Utah Code § 63G-6a-703(2) (2017)
Utah Admin. Rules R33-7-102(1) (July 26, 2018)
Utah Admin. Rules R33-7-103 (July 26, 2018)

Addenda to requests for proposals

Addenda to a request for proposals may be made for the purpose of making changes to:

1. the scope of work;

2. the schedule;

3. the qualification requirements;

4. the criteria;

5. the weighting; or

6. other requirements of the request for proposals.

Addenda shall be published within a reasonable time prior to the deadline that proposals are due, to allow prospective offerors to consider the addenda in preparing proposals. Publication at least 5 calendar days prior to the deadline that proposals are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may require a shorter period of time.

After the due date and time for submitting a response to a request for proposals, at the discretion of the Procurement Officer or Board of Education or its designee, addenda to the request for proposals may be limited to offerors that have submitted proposals, provided the addenda does not make a substantial change to the request for proposals that, in the opinion of the Procurement Officer or Board of Education or its designee likely would have impacted the number of offerors responding to the original publication of the request for proposals.

Utah Admin. Rules R33-7-301 (July 26, 2018)

Evaluation criteria

Each proposal shall be evaluated using only the criteria described in the request for proposals. The criteria set forth in the request for proposals may include experience, performance ratings, inspection, testing, quality, workmanship, time, manner, or schedule of delivery, references, financial solvency, suitability for a particular purpose, management plans, cost, the offeror's willingness and capability to enter into a public-private partnership (if applicable), or other specified subjective or objective criteria. The criteria must include the existence and quality of the offeror's company safety plan and the offeror's safety plan for the specific project that is the subject of the proposal.

Utah Code § 63G-6a-707(1), (2) (2017)

Minimum score thresholds must be set forth in the request for proposals and clearly describe the minimum score threshold that proposals must achieve in order to advance to the next stage in the process or to be awarded a contract. Such thresholds may be based on (a) minimum scores for each evaluation category, (b) the total of each minimum score in each evaluation category based on the total points available, or (c) a combination of (a) and (b). Thresholds may not be based on a natural break in scores that was not defined and set forth in the request for proposals or on a predetermined number of offerors.

Utah Admin. Rules R33-7-501.5 (July 26, 2018)

Exceptions to terms and conditions

Offerors requesting exceptions and/or additions to the standard terms and conditions published in the request for proposals must include the exceptions and/or additions with the proposal response. Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered unless there is only one offeror that responds to the request for proposals, the exceptions and/or additions have been approved by the District's legal counsel, and it is determined by the Board of Education or its designee that it is not beneficial to the District to republish the request for proposals. Offerors may not submit requests for exceptions and/or additions by reference to a vendor's website or URL.

The District may refuse to negotiate exceptions and/or additions:

1. that are determined to be excessive;

2. that are inconsistent with similar contracts of the District;

3. to warranties, insurance, indemnification provisions that are necessary to protect the District after consultation with legal counsel;

4. where the request for proposals specifically prohibits exceptions and/or additions; or

5. that are not in the best interest of the District.

If negotiations are permitted, the District may negotiate exceptions and/or additions with offerors, beginning in order with the offeror submitting the fewest exceptions and/or additions to the offeror submitting the greatest number of exceptions and/or additions. Contracts may become effective as negotiations are completed.

If, in the negotiations of exceptions and/or additions with a particular offeror, an agreement is not reached, after a reasonable amount of time, as determined by the District, the negotiations may be terminated and a contract not awarded to that offeror and the District may move to the next eligible offeror.

Utah Admin. Rules R33-7-104 (July 26, 2018)

Submission of confidential information

The following are protected records and may be redacted by the vendor subject to the procedures described below in accordance with the Governmental Records Access and Management Act (GRAMA), Title 63G, Chapter 2 of the Utah Code: (a) trade secrets, as defined in Utah Code § 13-24-2; (b) commercial information or non-individual financial information (subject to the provisions of Utah Code § 63G-2-305(2); and (c) other protected records under GRAMA.

Any person requesting that a record be protected shall include with the proposal or submitted document:

1. a written indication of which provisions of the proposal or submitted document are claimed to be considered for business confidentiality or protected (including trade secrets or other reasons for non-disclosure under GRAMA); and

2. a concise statement of the reasons supporting each claimed provision of business confidentiality or protected status.

Utah Admin. Rules R33-7-105 (July 26, 2018)

A person who complies with the above requirements shall be notified by the District prior to the public release of any information for which a claim of confidentiality has been asserted.

Except as provided by court order, when the District or the State Records Committee has determined that disclosure is required for a record requested under GRAMA which is subject to a claim of business confidentiality, the District may not disclose that record until the period in which to bring an appeal expires or the end of the appeals process, including judicial appeal, is reached. This limitation does not apply where the claimant, after notice, has waived the claim by not appealing or intervening before the State Records Committee. To the extent allowed by law, the parties to a dispute regarding the release of a record may agree in writing to an alternative dispute resolution process.

Any allowed disclosure of public records submitted in the request for proposal process will be made only after the selection of the successful offeror(s) has been made public as required by law.

Utah Admin. Rules R33-7-106 (July 26, 2018)

Process for submission of protected information

If an offeror submits a proposal that contains information claimed to be business confidential or protected information, the offeror must submit two separate proposals:

1. One redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and

2. One non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential."

Pricing may not be classified as business confidential and will be considered public information.

An entire proposal may not be designated as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY" and shall be considered non-responsive unless the offeror removes the designation.

Utah Admin. Rules R33-7-107 (July 26, 2018)

Pre-proposal conferences or site visits

Pre-proposal conferences and site visits may be held to explain the procurement requirements as follows:

1. Except as authorized in writing by the Procurement Officer or Board of Education or its designee, pre-proposal conferences and site visits must require mandatory attendance by all offerors.

2. A pre-proposal conference may be attended in person, by teleconference, by webinar, or by other electronic media approved by the Procurement Officer or Board of Education or its designee.

3. Site visits must be attended in person.

4. All pre-proposal conferences and site visits must be attended by an authorized representative of the person or vendor submitting a proposal and as may be further specified in the procurement documents.

5. The request for proposals must state that failure to have at least one authorized representative in attendance for the entire duration of each pre-proposal conference or site visit shall result in the disqualification of that offeror.

6. If the Procurement Officer or Board of Education or its designee in writing waives the mandatory attendance requirement for a pre-proposal conference or site visit, the District may use audio or video recordings of pre-proposal conferences and site visits and may require all offerors that do not have an authorized representative in attendance for the entire duration of the conference or site visit to review the recording.

If a pre-proposal conference or site visit is held, the District shall maintain and publish as an addendum to the solicitation:

1. an attendance log including the name of each attendee, the entity the attendee is representing, and the attendee's contact information;

2. minutes of the pre-proposal conference or site visit; and

3. copies of any documents distributed by the District to the attendees at the pre-proposal conference or site visit.

Any verbal modifications to any solicitation documents made in a pre-proposal conference or site visit shall be reduced to writing and shall also be published as an addendum to the solicitation.

Utah Admin. Rules R33-7-201 (July 26, 2018)

Cancellation of request for proposals

A request for proposals may be canceled by the District prior to the deadline for submission of proposals when the District determines it is in its best interest. If the District cancels a request for proposals, the reasons for the cancellation shall be made part of the procurement file and shall be available for public inspection. The District shall then either re-solicit proposals (using the same or revised specifications) or withdraw the requisition for the procurement item or items.

Utah Admin. Rules R33-9-101 (June 21, 2017)

No proposals submitted

If there is no initial response to an initial request for proposals, the Procurement Officer or Board of Education or its designee may:

1. contact the known supplier community to determine why there were no responses to the request;

2. research the potential vendor community; and,

3. modify the invitation for bids based upon the information gathered.

If the District has modified the request for proposals and re-issued it and still receives no proposals or there is insufficient competition, the Procurement Officer or Board of Education or its designee shall require the District to further modify the procurement documents or cancel the requisition for the procurement item(s).

Utah Admin. Rules R33-9-102 (June 21, 2017)

Proposal submission

Proposals (and modifications to proposals) submitted after the established due date and time will not be accepted for any reason except when the District determines that an error on the part of the District or its employee resulted in the proposal (or modification to a proposal) not being received by the due date and time.

All proposals or modifications to proposals received by physical delivery will be date and time stamped by the District. When submitting a proposal or modification to a proposal by physical delivery (U.S. Mail, courier service, hand-delivery, or other physical means), offerors are solely responsible for meeting the deadline. Delays caused by a delivery service or other physical means will not be considered as an acceptable reason for a proposal or modification to a proposal being late.

When submitting a proposal or modification electronically, offerors must allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time posted in the electronic system. If an offeror is in the middle of uploading a proposal when the closing time arrives, the system will stop the process and the proposal or modification to the proposal will not be accepted.

Utah Admin. Rules R33-7-402 (July 26, 2018)

Proposal opening and acceptance

The District shall ensure that proposals are opened in a manner that avoids disclosing the contents to competing offerors during the evaluation process. The District may not accept a proposal after the time for submission of a proposal has expired. An offeror may withdraw or modify a proposal prior to the due date for submission of proposals. The District shall accept a proposal after the due date for submission if the District determines that an error on the part of the District or its employee resulted in the proposal (or modification to a proposal) not being received by the due date and time.

Utah Code § 63G-6a-704(1), (2) (2014)
Utah Admin. Rules R33-7-402(4) (July 26, 2018)

Rejection of Non-responsible or Nonresponsive Proposals

At any time during the request for proposals process, The District may reject a proposal if it determines that the person submitting the proposal is not responsible or that the proposal is not responsive or does not meet mandatory minimum requirements stated in the request for proposals.

Utah Code § 63G-6a-704(3) (2014)

Cancellation before award

The District may cancel a request for proposals before award but after opening if it determines in writing that:

1. the scope of work or other requirements in the request for proposals were not met by any person and all responses have been determined to be either nonresponsive or from vendors who are not responsible;

2. an infraction of code, rule, or policy has occurred;

3. inadequate, erroneous, or ambiguous specifications or requirements were cited in the request for proposals;

4. the request specifications have been or must be revised;

5. the procurement item(s) being solicited are no longer required;

6. the request for proposals did not provide for consideration of all factors of cost to the District, such as cost of transportation, warranties, service and maintenance;

7. the proposals received indicate that the District's needs can be satisfied by a less expensive procurement item differing from that in the request for proposals;

8. except as provided below regarding proposals which exceed available funds, all otherwise acceptable proposals received are at unreasonable prices, or only one proposal is received and the Procurement Officer or Board of Education or its designee cannot determine the reasonableness of the price or cost proposal;

9. other reasons specified in the Procurement Code or Administrative Rule; or,

10. other circumstances deemed to constitute reasonable cause by the Procurement Officer or the Board of Education or its designee.

However, the District may not cancel and reissue a request for proposals to steer a contract to a favored vendor or (except as permitted under protest and appeal provisions) to make a vendor who

was previously disqualified or rejected eligible for a contract award for the same procurement item.

Utah Admin. Rules R33-9-103 (June 21, 2017)

If the District has an existing contract for a procurement item that the request for proposals is to obtain and the request for proposals is delayed due to an unintentional error, the District may permit the extension of the existing contract as permitted in Policy CBF.

Utah Code § 63G-6a-802.7 (2017)

Correction or clarification of proposal or cancellation of contract

The Board of Education or its designee may allow a vendor to correct an immaterial error in a proposal, as provided in Policy CBA and may also request a vendor to clarify information contained in a proposal, as provided in Policy CBA. However, except as permitted with regard to best and final offers, as set forth below, a vendor may not change the total amount of the cost proposal after the deadline for submitting a cost proposal and before a contract is awarded. (This does not apply to a change in the contract price during contract administration, as may otherwise be allowed under these policies.).

Utah Code § 63G-6a-706 (2016)

In the event an offeror submits a proposal that on its face appears to be impractical, unrealistic or otherwise in error, the Procurement Officer or Board of Education or its designee may contact the offeror to either confirm the proposal, permit a correction of the proposal, or permit the withdrawal of the proposal, in accordance with the prior paragraph.

Offerors may not correct errors, deficiencies, or incomplete responses in a proposal from an offeror who has been determined to be not responsible, or a proposal that is not responsive, or that does not meet the mandatory minimum requirements stated in the request for proposals.

Withdrawal of proposal

An offeror may voluntarily withdraw a proposal at any time before a contract is awarded with respect to the request for proposals for which the proposal was submitted provided the offeror is not engaged in any type of bid rigging, collusion or other anticompetitive practice made unlawful under other applicable law

Utah Admin. Rules R33-7-502 (July 26, 2018)

If the District encounters administrative difficulties before award but after the deadline for submissions that may delay award beyond the offerors' acceptance periods, the offerors should be requested, before expiration of their offers, to extend in writing the acceptance period (with consent of sureties, if any) in order to avoid the need for cancellation.

Utah Admin. Rules R33-9-104 (June 21, 2017)

The District may reject any or all proposals, in whole or in part, as may be specified in the request for proposals, when it is in the best interest of the District. In the event of a rejection of any or all proposals, in whole or in part, the reasons for rejection shall be made part of the procurement file and shall be available for public inspection.

Utah Admin. Rules R33-9-201 (June 21, 2017)

Establishment of evaluation committee

The District shall appoint an evaluation committee consisting of at least three individuals with at least a general familiarity with or a basic understanding of either (1) the technical requirements relating to the type of procurement item that is the subject of the request for proposals or (2) the need that the request is intended to address. The District shall ensure that the evaluation committee and each individual participating in the evaluation process (a) does not have a conflict of interest with any of the offerors, (b) can fairly evaluate each proposal, (c) does not contact or communicate with an offeror outside the official evaluation committee process; and (d) conducts or participates in the evaluation in a manner that ensures a fair and competitive process and avoids the appearance of impropriety. The District may authorize the evaluation committee to receive assistance in better understanding a technical issue involved in the request for proposals from an expert or consultant who is not a member of the committee and who does not participate in evaluation scoring. The evaluation committee may, with the approval of the Board of Education or its designee and as outlined in the request for proposals, conduct interviews with, or attend presentations by, the offerors for the purpose of clarifying information contained in proposals. However, in such interactions, an offeror may only explain, illustrate, or interpret the contents of the original proposal. The offeror may not (1) address criteria or specifications not contained in the original proposal, (2) correct any deficiency, inaccuracy, or mistake other than an immaterial error, (3) remedy an incomplete submission of documents, (4) remedy an untimely proposal submission, (5) substitute or alter a required form, (6) remedy a cause for the offeror being considered not responsible or the proposal not responsive, or (7) correct a failure to meet mandatory minimum requirements, evaluation criteria, or score thresholds. Generally, each member of the evaluation committee is prohibited from knowing, or having access to, any information relating to the cost, or the scoring of the cost, of a proposal until after the committee submits its final recommended scores on all other criteria to the District. However, this restriction does not apply if the Board of Education or other individual designated by Procurement Policy Board rule signs a written statement (a) indicating that, due to the nature of the proposal or other circumstances, it is in the best interest of the District to waive compliance with this restriction and (b) describing the nature of the proposal and the other circumstances relied upon to waive compliance with the restriction, and also makes the written statement available to the public upon request.

Utah Code § 63G-6a-707(3), (4), (5), (6), (9) (2017)
Utah Admin. Rules R33-7-703(2)(b)(i), (3), (4) (July 26, 2018)

Evaluation of proposals

Initial review

The District shall perform an initial review of submitted proposals to determine whether the proposals satisfy any pass/fail minimum requirements set forth in the request for proposals and whether the proposals are responsive and responsible or in violation of the Utah Procurement Code. Examples of possible pass/fail minimum requirements include timeliness of receipt of proposals, qualifications, certifications, licensing, experience, compliance with State or Federal regulations, services provided, product availability, equipment, or other pass/fail minimum requirements set forth in the request for proposals. The evaluation committee may not review proposals from offerors determined to be not responsible or proposals which do not meet the minimum requirements or which are deemed nonresponsive or in violation of the Procurement Code.

Utah Admin. Rules R33-7-703(1) (July 26, 2018)

Any proposal that fails to conform to the essential requirements of the request for proposals shall be rejected. Any proposal that does not conform to the applicable specifications shall be rejected unless the request for proposals authorized the submission of alternate proposals and the procurement item(s) offered as alternates meet the requirements specified in the solicitation. Any

proposal that fails to conform to the delivery schedule or permissible alternates stated in the request for proposals shall be rejected.

A proposal shall be rejected when the offeror imposes conditions or takes exceptions that would modify requirements or terms and conditions of the request for proposals or limit the offeror's liability for the procurement, since to allow the offeror to impose such conditions or take exceptions would be prejudicial to another person. For example, proposals shall be rejected in which the offeror:

1. for commodities, protects against future changes in conditions, such as increased costs, if total possible costs to the District cannot be determined;

2. fails to state a price and indicates that price shall be the price in effect at time of delivery or states a price but qualifies it as being subject to price in effect at time of delivery;

3. when not authorized by the request for proposals, conditions or qualifies a proposal by stipulating that it is to be considered only if, before date of award, the offeror receives (or does not receive) an award under a separate solicitation;

4. requires that the District is to determine that the offeror's product meets applicable specifications; or

5. limits rights of the District under any contract clause.

Utah Admin. Rules R33-9-202 (June 21, 2017)

The originals of all rejected proposals and all written findings with respect to such rejections shall be made part of the procurement file and made available for public inspection.

Utah Admin. Rules R33-9-204(3) (June 21, 2017)

Evaluation procedure

The evaluation committee shall evaluate each responsive proposal from a responsible offeror which has not been disqualified upon initial review and determine which proposal provides the best value to the District. Each proposal shall be evaluated and scores awarded using the criteria and as provided in the request for proposals. The evaluation committee may ask questions of offerors to clarify proposals provided the questions are submitted and answered in writing. The record of questions and answer shall be maintained in the file relating to the request for proposals.

Utah Code § 63G-6a-707(1) (2017)
Utah Admin. Rules R33-7-501(2) (July 26, 2018)

Prior to the evaluation and scoring of proposals, a District procurement officer will meet with the evaluation committee, District staff, and any other person that will have access to the proposals to:

1. explain the evaluation and scoring process;

2. discuss requirements and prohibitions regarding socialization with vendors as set forth in R33-24-104, financial conflicts of interest as set forth in R33-24-105, personal relationships, favoritism, or bias as set forth in R33-24-106, disclosing confidential information contained in proposals or the deliberations and scoring of the evaluation committee, and ethical standards for an employee involved in the procurement process as set forth in R33-24-108;

3. review the scoring sheet and evaluation criteria set forth in the request for proposals; and

4. provide a copy of Administrative Rule R33-7-703 to the evaluation committee, district staff involved in the request for proposals, and any other person that will have access to the proposals.

Utah Admin. Rules R33-7-703(2)(a) (July 26, 2018)

At each stage of the request for proposals process, the District is required to ensure that evaluation committee members, employees of the District, and any other person participating in the request for proposals process does not have a conflict of interest with any of the offerors, do not contact or communicate with an offeror about the requests for proposals outside the official process, and conduct or participate in the request for proposals process in a manner that ensures a fair and competitive process and avoids the appearance of impropriety.

Utah Admin. Rules R33-7-703(2)(b)(i) (July 26, 2018)

Prior to participation in any phase of the request for proposals process, all members of the evaluation committee must sign a written statement certifying that they do not have a conflict of interest as set forth in Utah Code § 63G-6a-707.

Utah Admin. Rules R33-7-703(2)(b) (July 26, 2018)

Unless an exception is authorized by the Board of Education or its designee, in order to avoid cost influencing the evaluation committee's scoring of non-price criteria, in accordance with Utah Code § 63G-6a-707, the evaluation committee is prohibited from knowing or having access to any information relating to the cost, or the scoring of the cost, of a proposal until after the committee has finalized its scoring of non-price technical criteria in the request for proposals and submitted those scores to the District.

Utah Admin. Rules R33-7-703(3) (July 26, 2018)

After receipt of proposals, each committee member shall independently, as described below, read and assign a preliminary draft score each proposal based on each of the technical non-price criteria set forth in the request for proposals to assess the completeness, quality, and desirability of each proposal. Proposals must be evaluated solely on the stated criteria listed in the request for proposals. As provided for above, committee members may with District approval receive assistance with technical issues.

As stated above, the evaluation committee may enter into discussions, conduct interviews with, or attend presentations by responsible offerors with responsive proposals that meet the minimum mandatory requirements of the request for proposals for the purpose of clarifying information contained in the proposals.

Utah Admin. Rules R33-7-703(4)(e) (July 26, 2018)

After each proposal has been independently evaluated by each member of the evaluation committee, each committee member shall independently assign a preliminary draft score for each proposal for each of the non-priced technical criteria listed in the request for proposals. After completing the preliminary draft scoring, the evaluation committee shall enter into deliberations to review each committee member’s preliminary draft scores, resolve any factual disagreements, modify their preliminary draft scores based on their updated understanding of the facts, and derive the committee’s final recommended consensus scoring for the non-priced technical criteria of each proposal.

Utah Admin. Rules R33-7-703(5)(a) (July 26, 2018)

During the evaluation process, the evaluation committee may recommend to the District that a proposal be rejected as made by a non-responsible offeror, as being non-responsive, as not

meeting the mandatory minimum requirements, or as not meeting any applicable minimum score threshold.

Utah Admin. Rules R33-7-703(5)(b) (July 26, 2018)

In order to score proposals fairly, an evaluation committee member must be present at all evaluation meetings and must review all proposals, including (if applicable) oral presentations. If a committee member does not attend an evaluation committee meeting, the meeting may be canceled and rescheduled. If a committee member fails to attend an evaluation committee meeting, leaves a meeting early, or fails for any reason to fulfill the duties and obligations of a committee member, that member shall be removed from the evaluation committee. The remainder of the committee may proceed with the evaluation, provided there are at least three evaluation committee members remaining. A committee member may attend or participate on an evaluation committee via electronic means (for example, a conference call, a webcam, an online business application, or other means).

Utah Admin. Rules R33-7-703(5)(c), (d) (July 26, 2018)

At any time during the evaluation process, the evaluation committee may, with the approval of the District and subject to the requirements set forth below, request best and final offers from responsible offerors who have submitted responsive proposals that meet the minimum qualifications, evaluation criteria, or applicable thresholds and evaluate those offers in accordance with Utah Code § 63G-6a-708, as described below.

The evaluation committee shall derive its final recommended consensus score for the non-priced technical criteria by either (a) totaling all of the points given by individual committee members, or (b) averaging the scores given by individual committee members.

The evaluation committee shall submit its final score sheet, signed and dated by each committee member, to the District for review.

Utah Admin. Rules R33-7-703(6) (July 26, 2018)

The evaluation committee may not change its consensus final recommended non-priced technical criteria scores for the proposals after they have been submitted to the District unless the District authorizes a best-and-final-offer process to be conducted.

Utah Admin. Rules R33-7-703(7) (July 26, 2018)

The District will review the evaluation committee's final recommended non-priced technical criteria scores. If the District identifies errors, scoring inconsistencies, or reported noncompliance with procurement law and requirements, the District shall either correct those matters or cancel the procurement. The District shall, if applicable, assign an individual who is not a member of the evaluation committee to calculate scores for cost based on the applicable scoring formula, weighting, and other scoring procedures contained in the request for proposals. The District shall score the cost of each proposal based on the applicable scoring formula and calculate the total combined score for each proposal.

Utah Code § 63G-6a-707(6)(b), (c) (2017)
Utah Admin. Rules R33-7-703(8) (July 26, 2018)

The evaluation committee and the District shall prepare the cost justification statement and any applicable cost-benefit analysis in accordance with Utah Code 63G-6a-708.

Utah Admin. Rules R33-7-703(10) (July 26, 2018)

The District's role as a non-voting member of the evaluation committee will be to facilitate the evaluation process within the guidelines of the Utah procurement code and administrative rule.

Utah Admin. Rules R33-7-703(11) (July 26, 2018)

The Board of Education may remove a member of an evaluation committee for (1) having a conflict of interest or the appearance of a conflict of interest with a person responding to a request for proposals, (2) having an unlawful bias or the appearance of an unlawful bias against a person responding to a request for proposals, (3) having a pattern of arbitrary, capricious, or clearly erroneous scores that are unexplainable or unjustifiable (4) having inappropriate contact or communication with a person responding to the request for proposals, (5) socializing inappropriately with a person responding to the request for proposals, (6) engaging in any other action or having any other association that causes the Board to conclude that the individual cannot fairly evaluate a response to the request for proposals, or (7) any other violation of law, rule, or policy. The District may reconstitute the committee in any way it deems appropriate to cure any such impropriety. If the impropriety cannot be cured by replacing a member, then a new committee may be appointed or the procurement cancelled and the request for proposals reissued.

Utah Admin. Rules R33-7-703(12) (July 26, 2018)

Scoring of proposals

The scoring of evaluation criteria, other than cost, for proposals meeting the mandatory minimum requirements in a request for proposals shall be based on the scoring system set forth in the RFP. Scoring systems other than the standard methodology set forth below may be used so long as they are set forth in the RFP, allow for competition, and are reasonable. Points shall be awarded to each applicable evaluation category as set forth in the request for proposals, which may include but are not limited to:

1. Technical specifications;
2. Qualifications and experience;
3. Programming;
4. Design;
5. Time, manner, or schedule of delivery;
6. Quality or suitability for a particular purpose;
7. Financial solvency;
8. Management and methodological plan;
9. Performance ratings or references; and

Standard Scoring Methodology:

1. Five points (Excellent): The proposal addresses and exceeds all of the requirements or criteria described in the request for proposals;
2. Four points (Good): The proposal addresses all of the requirements or criteria described in the request for proposals and, in some respects, exceeds them;
3. Three points (Satisfactory): The proposal addresses all of the requirements or criteria described in the request for proposals in a minimum satisfactory manner;

4. Two points (Unsatisfactory): The proposal addresses the requirements or criteria described in the request for proposals in an unsatisfactory manner;

5. One point (Poor): The proposal inadequately addresses the requirements or criteria described in the RFP or cannot be assessed due to incomplete information; or

6. Zero points (Fail): The proposal fails to address the requirements or criteria described in the request for proposals or it cannot be assessed due to missing information.

Utah Admin. Rules R33-7-704 (July 26, 2018)

Independent judgment by evaluation committee members

Evaluators are required to exercise independent judgment in a manner that is not dependent on anyone else's opinions or wishes. Evaluators must not allow their scoring to be inappropriately influenced by another person's wishes that additional or fewer points be awarded to a particular offeror. Evaluators may seek to increase their knowledge before scoring by asking questions and seeking appropriate information from the District. Otherwise, evaluators should not discuss proposals or the scoring of proposals with other persons not on the evaluation committee.

The exercise of independent judgment applies not only to possible inappropriate influences from outside the evaluation committee, but also to inappropriate influences from within the committee. It is acceptable for there to be discussion and debate within the committee regarding how well a proposal meets the evaluation criteria. However, open discussion and debate may not lead to coercion or intimidation on the part of one committee member to influence the scoring of another committee member.

Evaluators may not act on their own or in concert with another evaluation committee member to inappropriately steer an award to a favored vendor or to disfavor a particular vendor.

Evaluators are required to report any attempts by others to improperly influence their scoring to favor or disfavor a particular offeror.

If an evaluator feels that the evaluator's independence has been compromised, the evaluator must recuse himself or herself from the evaluation process.

Utah Admin. Rules R33-7-705 (July 26, 2018)

Best and final offers

The best and final offers process is an optional step in the evaluation phase of the request for proposals process in which offerors are requested to modify their proposals. (It is not available for use with any other type of procurement process.) If the necessary conditions are present, the evaluation committee, with the approval of the Board of Education or its designee or the District's chief procurement officer, may request and evaluate best and final offers from responsible offerors who have submitted responsive proposals that meet the minimum qualifications, evaluation criteria, or applicable score thresholds identified in the request for proposals for the stage of the process at which the final and best offers are being requested. The evaluation committee may only request best and final offers if one of the following circumstances exists:

1. no single proposal addresses all the specifications stated in the request for proposals;

2. all proposals received are unclear or deficient in one or more respects;

3. all cost proposals exceed the identified budget or the District's available funding; or

4. two or more proposals receive an identical evaluation score that is the highest score.

In a best and final offer, an offeror may only address the issues described in the request for best and final offers; the offeror may not correct a material error or deficiency in the original proposal or address any other issue not described in the request for best and final offers. The best and final offers process may not be used to change a determination that an offeror is not responsible or that an offer is not responsive.

The request for best and final offers shall clearly specify the issues that the District requests the offerors to address in their best and final offers and how the best and final offers will be evaluated and scored in accordance with the evaluation procedures of this policy. The request shall also establish a deadline for an offeror to submit a best and final offer and, if applicable, establish a schedule and procedure for conducting discussions with offerors concerning the best and final offers. After the deadline for submitting best and final offers, the evaluation committee shall evaluate the best and final offers using the criteria described in the request for proposals.

Unsolicited best and final offers will not be accepted and may not be considered by the District. If an offeror fails to submit a best and final offer, the offer submitted by the offeror before the request for best and final offers shall be treated as the offeror's best and final offer.

In conducting the best and final offers process, the District shall (a) maintain the confidentiality of the information the District receives from an offeror (including cost information) until a contract has been awarded or the request for proposals canceled, (b) ensure that each offeror receives fair and equal treatment, and (c) safeguard the integrity of the scope of the original request for proposals, except as specifically provided otherwise in this section regarding best and final offers.

When a request for best and final offers is issued to reduce cost proposals, the District may specify the scope of work reductions the District is making to generate proposals within the budget or available funding or may invite offerors to specify the scope of work reductions being made so that the reduced cost proposal is within the budget or available funding. However, the District is not required to accept a scope of work reduction proposed by an offeror. A reduction in the scope of work may not eliminate a component identified as a minimum mandatory requirement in the request for proposals, nor may it alter the nature of the original request to the extent that a request for proposals for the reduced scope of work would have likely attracted a significantly different set of offerors submitting proposals. A best and final offer submitted with a reduced cost proposal shall include an itemized list identifying specific reductions in the proposed scope of work that correspond to the reduced cost proposal.

When a request for best and final offers is issued because two or more proposals received an identical and highest score, the request may only be issued to those offerors whose proposals received that highest score. The offerors responding to this request may revise the technical aspects of their proposal, their cost proposal (as provided in the prior paragraph), or both.

Utah Code § 63G-6a-707.5 (2017)

When selecting a construction manager/general contractor for a construction project, the evaluation committee may score a construction manager / general contractor based upon criteria contained in the solicitation, including qualifications, performance ratings, references, management plan, certifications, and other project specific criteria described in the solicitation. The committee may also, as described in the solicitation, weight and score the management fee as a fixed rate or as a fixed percentage of the estimated contract value. The committee may, at any time after the opening of the responses to the request for proposals, have access to, and consider, the management fee proposed by the offerors but may not know or have access to any other information relating to the cost of construction submitted by the offerors, until after the evaluation committee submits its final recommended scores on all other criteria to the District. (This restriction does not apply if it has been properly waived as set forth above under "Establishment of evaluation committee".) A "management fee" includes only fees for preconstruction phase services, monthly supervision fees for the construction phase, and overhead and profit for the construction phase.

Utah Code § 63G-6a-707(7), (9) (2017)
Utah Admin. Rules R33-13-205(3) (June 21, 2017)

Justification Statement and Cost-Benefit Analysis

In determining which proposal provides the best value to the District, the evaluation committee and the District shall prepare a written justification statement that (a) explains the score assigned to each evaluation category, (b) explains how the proposal with the highest total combined score provides the best value to the District compared to the other proposals, and (c) if applicable, includes the cost-benefit analysis described below and how that analysis relates to the best value to the District. (The explanation of evaluation category scores is not required to address each criterion within each category.) This cost-benefit analysis shall be based on the entire term of the contract, excluding any renewal periods. The determinations made in the justification and informal cost-benefit analysis are final and conclusive unless they are arbitrary and capricious or clearly erroneous.

If the highest score awarded by the evaluation committee, including the score for cost, is awarded to a proposal other than the lowest cost proposal, and the difference between the cost of the highest scored proposal and the lowest cost proposal exceeds the greater of $10,000 or 5% of the lowest cost proposal, the committee and the District shall make an informal written cost-benefit analysis that:

1. explains, in general terms, the advantage to the District of awarding the contract to the higher cost offeror;

2. includes, except as provided in the next sentence, the estimated added financial value to the District of each criterion that justifies awarding the contract to the higher cost offeror;

3. includes, if assigning a financial value to a particular procurement item or evaluation criterion is not practicable, a written determination to that effect explaining (a) why it is not practicable to assign a financial value and (b) in nonfinancial terms, why awarding the contract to the higher cost offeror provides the best value to the District;

4. demonstrates that the value of the advantage to the District of awarding the contract to the higher cost offeror exceeds the value of the difference between the cost of the higher cost proposal and the cost of the lower cost proposals.

If this informal cost-benefit analysis does not justify award of the contract to the offeror that received the highest score, the District may not award the contract to the offeror that received the highest score and may award the contract to the offeror that received the next highest score except when that offeror's proposal also meets the threshold for the informal cost-benefit analysis. In that case, the acceptability of the next highest proposal depends on the cost-benefit analysis justifying acceptance. If the cost-benefit analysis of the second highest proposal does not justify acceptance, then the District may not accept that proposal and must proceed to the third highest proposal, following the same process until the District awards the contract in accordance with this section or cancels the request for proposals.

The District is not required to make the cost-benefit analysis for a contract with a construction manager/general contractor if the contract is awarded based solely on the qualifications of the construction manager/general contractor and the management fee if the following requirements are satisfied:

1. a competitive process is maintained by the issuance of a request for proposals that requires the offeror to provide, at a minimum:

    a. a management plan;

b. references;

c. statements of qualifications; and

d. a management fee.

2. the management fee contains only the following:

a. preconstruction phase services;

b. monthly supervision fees for the construction phase; and

c. overhead and profit for the construction phase.

3. the evaluation committee may, as described in the solicitation, weight and score the management fee as a fixed rate or a fixed percentage of the estimated contract value.

4. the contract awarded must be in the best interest of the District.

Utah Code § 63G-6a-708 (2016)
Utah Code § 63G-6a-1911(3) (2013)
Utah Admin. Rules R33-7-701.1 (July 26, 2018)
Utah Admin. Rules R33-7-701 (July 26, 2018)

Withdrawal of proposal

An offeror may voluntarily withdraw a proposal at any time before a contract is awarded with respect to the request for proposals for which it was submitted provided the offeror is not engaged in any type of bid-rigging, collusion, or other anticompetitive practice made unlawful under other applicable law.

Utah Admin. Rules R33-7-502 (July 26, 2018)

Award of contract

After completion of the evaluation and scoring of proposals and the justification statement, including any required cost-benefit analysis, the evaluation committee shall submit the proposals, evaluation scores, and justification statement to the Board of Education or its designee. After reviewing these materials, the Board of Education or its designee shall:

1. award the contract as soon as practicable to the responsible offeror with responsive proposal receiving the highest total score, or

2. if that proposal is rejected as provided for below, to the responsible offeror with the responsive proposal receiving the next highest total score, or

3. repeat that process, moving to the next highest scored proposal until the contract is awarded to a responsible offeror who submitted a proposal which was not rejected; or

4. cancel the request for proposals without awarding a contract.

The District's determination to award the contract to an offeror responding to a request for proposals is final and conclusive unless it is arbitrary and capricious or clearly erroneous.

Utah Code § 63G-6a-709(1), (2) (2017)
Utah Code § 63G-6a-1911(4) (2013)

If only one proposal is received in response to a request for proposals, the evaluation committee shall score the proposal and shall conduct a review to determine if the proposal meets the minimum requirements, pricing and terms are reasonable, and the proposal is in the best interest of the District. If the committee determines that all of these requirements are satisfied, the District shall issue a justification statement as provided above and may make an award. If an award is not made, the District may either cancel the procurement or resolicit for the purpose of obtaining additional proposals.

Utah Admin. Rules R33-7-702 (July 26, 2018)

Rejection of Proposal

The Board of Education or the Procurement Officer may reject a proposal if the offeror (1) is not responsible, (2) is in violation of the Procurement Code, (3) has engaged in unethical conduct, or (4) fails to sign a contract (a) within the time specified in the request for proposals, or (b) 90 days after the contract award, or (c) the time period specified in writing by the Board of Education. A proposal may also be rejected if there is a change in the offeror's circumstances that, if known when the offer was evaluated, would have caused the offer to not receive the highest score. A proposal may also be rejected if it is not responsive or does not meet the mandatory minimum requirements, evaluation criteria, or applicable score thresholds stated in the request for proposals. Upon rejection of a proposal, the Board of Education or the Procurement Officer shall make a written finding stating the reasons for rejection and provide a copy of that finding to the offeror whose proposal was rejected. If the District cancels a request for proposals without awarding a contract, the District shall make available for public inspection a written justification for the cancellation.

Utah Code § 63G-6a-709(3) - (5) (2017)

Publication of award and scores

On the next business day after a contract award is announced, the District shall make available to each offeror and to the public a written statement which includes the name of the offeror being awarded the contract and that offeror's total score, the justification statement (including any cost-benefit analysis), and the total scores awarded to other offerors (but without identifying a particular offeror's score). The District may use codes or another method to distinguish unsuccessful offerors and to indicate their scores, as long as an offeror cannot be matched with the score awarded to that offeror.

Utah Code § 63G-6a-709.5 (2014)

With respect to a request for proposals process, the following shall be disclosed by the District after receipt of a GRAMA request and payment of any lawfully enacted and applicable fees:

1. the contract(s) entered into as a result of the selection and the successful proposal(s), except for those portions that are to be non-disclosed as provided for above under "Submission of confidential information";

2. the unsuccessful proposals, except for those portions that are to be non-disclosed as provided for above under "Submission of confidential information";

3. the rankings of the proposals;

4. the names of the members of any selection committee;

5. the final scores used by the selection committee to make the selection, except that the names of the individual scorers shall not be associated with their individual scores or rankings; and

6. the written justification statement supporting the selection, except for those portions that are to be non-disclosed as provided for above under "Submission of confidential information".

The following information will not be disclosed by the District at any time to the public including under any GRAMA request:

1. the names of individual scorers/evaluators in relation to their individual scores or rankings;

2. any individual scorer's/evaluator's notes, drafts, and working documents;

3. non-public financial statements; and

4. past performance and reference information, which is not provided by the offeror and which is obtained as a result of the efforts of the District. However, to the extent such past performance or reference information is included in the written justification statement, it is subject to public disclosure.

Utah Admin. Rules R33-7-802 (July 26, 2018)

1.1013.05 *MULTIPLE STAGE REQUEST FOR PROPOSALS*

Issue date: 5/8/14
Updated: 3/12/20
CBD

The District may conduct a request for proposals in stages, where an earlier stage is used to qualify offerors for subsequent stages or to narrow the number of offerors that will move on to subsequent stages. A multiple-stage request for proposals shall be conducted according to this policy.

Utah Code § 63G-6a-710 (2013)

1.1013.06 *MULTIPLE STAGE COST QUALIFICATION REQUEST FOR PROPOSALS PROCESS*

Issue date: 12/13/18
Updated: 3/12/20
CBD

The Procurement Policy Board allows the District to use a multiple stage cost qualification request for proposals process. This is appropriate for use when the District does not want to spend time evaluating the technical responses of proposals with cost estimates that exceed the stated budget or significantly exceed the lowest cost proposal. A multiple stage cost qualification request for proposals process shall be conducted as follows.

Definitions

For purposes of this process, the following definitions will apply:

"Multiple stage cost qualification RFP process" means a multiple stage RFP process in which cost proposals are evaluated prior to the evaluation of technical criteria and are used to reject offerors based on established cost criteria.

"Maximum cost differential percentage threshold" is a cost ceiling that is established by the District that an offeror's cost proposal must not exceed or the offeror's proposal will be rejected and the offeror will not be allowed to proceed to a subsequent stage. The maximum cost differential percentage threshold may be based on the lowest cost proposal submitted, or the District's stated budget, or a combination of those two. For example:

- If the maximum cost differential percentage threshold is established as within 10% above the lowest cost proposal, then any proposal with a cost exceeding the lowest cost proposal by more than 10% will be rejected, while proposals with costs that do not exceed that amount will move on to the subsequent stage.

- If the maximum cost differential percentage threshold is established as within 5% above the District's stated project budget, then any proposal with a cost exceeding the budget by more than 5% will be rejected, while proposals with costs that do not exceed that amount will move on to the subsequent stage.

- If the maximum cost differential percentage threshold is established as within 8% above the lowest cost proposal and within 2% above the District's stated project budget, then any proposal with a cost exceeding the lowest cost proposal by more than 8% or a cost exceeding the budget by more than 2% will be rejected, while proposals with costs that do not exceed either threshold will move on to the subsequent stage.

Required Content in Request for Proposals

When using the multiple stage cost qualification RFP process, the District shall establish and include in the request for proposals:

1. The minimum mandatory pass or fail requirements that proposals must meet in stage one in order to move on to stage two;

2. The maximum cost differential percentage threshold that proposals must not exceed in stage two in order to move on to stage three;

3. The technical criteria and a score threshold that proposals must meet in stage three in order to be eligible to move on to stage four; and

4. If applicable, the total combined score threshold in stage four that proposals must meet to determine best value and be eligible for contract award.

Evaluation Process

Except as provided above in this policy with regard to the evaluation committee in specified circumstances having access to cost information, the following process shall be used to evaluate proposals and award a contract under this multiple stage process:

1. Stage One: An individual assigned by the District shall evaluate each offeror's proposal in response to the minimum mandatory pass or fail requirements set forth in the RFP. Offerors with proposals that do not meet the mandatory minimum pass or fail requirements shall be rejected and are not allowed to move on to subsequent stages and are not eligible to receive a contract award; offerors with proposals that meet the mandatory minimum pass or fail requirements shall be deemed qualified to move on to stage two.

2. Stage Two: The District shall assign an individual who is not a member of the evaluation committee to evaluate the cost proposals of offerors qualified in stage one in response to the cost criteria and maximum cost differential percentage threshold set forth in the request for proposals. This evaluation shall be done outside the presence of the evaluation committee and neither the cost proposals nor the results of the cost proposal evaluations shall be shared with the evaluation committee until all technical scoring is completed in stage three. Offerors with cost proposals that exceed the maximum cost differential percentage threshold shall be rejected, not allowed to move on to subsequent stages, and not eligible to receive a contract award, while offerors with cost proposals that do not exceed the maximum cost differential percentage threshold shall be deemed qualified to move on to stage three. Cost shall be evaluated in accordance with the process outlined above in this policy, and a cost score shall

be calculated based on the cost formula set forth in the RFP for each proposal qualified to move to stage three.

3. Stage Three: The evaluation committee shall score the proposal of each offeror qualified in stage two, in response to the technical evaluation criteria set forth in the RFP, without having access to any information relating to the cost or the scoring of the cost. Technical criteria shall be scored in accordance with the procedures set forth above in this policy.

4. Stage Four: The individual assigned by the District, who is not a member of the evaluation committee, shall add the cost scores to the evaluation committee's final recommended technical scores to derive the total combined score for each proposal in accordance with the process set forth above in this policy.

In order to determine best value to the District, the evaluation committee shall prepare a justification statement and, if applicable, a cost-benefit analysis. A contract may be awarded to the offeror with the proposal having the highest total combined score, or multiple contracts may be awarded to offerors with proposals meeting the total combined score threshold set forth in the RFP.

Utah Admin. Rules R33-7-103a (July 26, 2018)

1.1014 REQUEST FOR STATEMENT OF QUALIFICATIONS

1.1014.01 *DEFINITIONS*

Issue Date: 12/13/18
CBDA

A "vendor" is a person who seeks to enter into a contract with the District to provide a procurement item and includes a bidder, an offeror, an approved vendor, and a design professional.

A "request for statement of qualifications" is a document used to solicit information about the qualifications of a person interested in responding to a potential procurement, including all other documents attached to that document or incorporated in that document by reference.

A "statement of qualifications" is a written statement submitted to the District in response to a request for statement of qualifications.

Utah Code § 63G-6a-103(74), (89), (96) (2018)

1.1014.02 *PURPOSES OF REQUEST FOR STATEMENT OF QUALIFICATIONS*

Issue Date: 12/13/18
CBDA

A request for statement of qualifications must be used as part of the process to establish an approved vendor list. (See Section 1.1015.) A request for statement of qualifications also may be used to identify qualified vendors in one stage of a multiple-stage procurement process (invitation for bids, request for proposals, or design professional procurement). A request for statement of qualifications may not be used as the sole basis for awarding a contract, nor may it be used to solicit costs, pricing, or rates, or to negotiate fees.

Utah Code § 63G-6a-410 (2017)

1.1014.03 *REQUEST FOR STATEMENT OF QUALIFICATIONS PROCESS*

Issue Date: 12/13/18
CBDA

The request for statement of qualifications procurement process begins when the District issues a request for statement of qualifications. The District shall publish a request for proposals in accordance with the notice requirements of Section 1.1010.

Utah Code § 63G-6a-410(3), (6) (2017)

Content of request for multiple-stage process

A request for statement of qualifications in a multiple-stage procurement process shall include:

1. a statement that participation in other stages of the multiple-stage procurement process will be limited to qualified vendors;

2. the minimum mandatory requirements, evaluation criteria, and applicable score thresholds that will be used to identify qualified vendors, including, as applicable:

    a. experience and work history;

    b. management and staff requirements or standards;

    c. licenses, certifications, and other qualifications;

    d. performance ratings or references;

    e. financial stability; and

    f. other information pertaining to vendor qualifications that the Board of Education or Procurement Officer considers relevant or important; and

3. the deadline by which a vendor is required to submit a statement of qualifications.

Utah Code § 63G-6a-410(4) (2017)

Content of request for approved vendor list process

A request for statement of qualifications in an approved vendor list process under Section 1.1015 shall include:

1. as may be applicable, a general description of

    a. the procurement item the District seeks to acquire;

    b. the type of project or scope or category of work that the District will procure;

    c. the procurement process to be used by the District; and

    d. the type of vendor the District seeks to provide the procurement item;

2. the minimum mandatory requirements, evaluation criteria, and applicable score thresholds that vendors are required to meet to be included on the approved vendor list;

3. a statement that the approved vendor list will only include responsible vendors that

    a. submit a responsive statement of qualifications and

b. meet the minimum mandatory requirements, evaluation criteria, and applicable score thresholds described in the request;

4. a statement that only vendors on the approved vendor list will be able to participate in the procurements identified in the request;

5. a statement on whether the District will use a performance rating system for evaluation the performance of vendors on the approved vendor list, including whether a vendor on the list may be disqualified and removed from the list;

6. a statement on whether the approved vendor list used by the District is closed-ended or open-ended (see Section 1.1015) and

    a. if the District uses a closed-ended list, the deadline for a vendor to submit a statement of qualifications and the specified time after which the list will expire, or

    b. if the District uses an open-ended list,

        i. the deadline for a vendor to submit a statement of qualifications to be considered for the initial list,

        ii. a schedule indicating when a vendor not on the initial list may submit a statement of qualifications to be considered to be added to the list, and

        iii. the specified time after which a vendor must submit a new statement of qualifications in order to renew the vendor's status as an approved vendor on the list; and

7. a description of any other criteria or requirements specific to the procurement item or scope of work that is the subject of the procurement.

Utah Code § 63G-6a-410(5) (2017)

Correction or clarification of statement of qualifications

The Board of Education or its designee may allow a vendor to correct an immaterial error in a statement of qualifications, as provided in Section 1.1010 and may also request a vendor to clarify information contained in a statement of qualifications, as provided in Section 1.1010.

Utah Code § 63G-6a-410(7), (10) (2017)

Submission of statement of qualification

Statements of qualifications (or modifications of statements) submitted after the established due date and time will not be accepted for any reason except when the District determines that an error on the part of the District or its employee resulted in the statement (or modification) not being received by the due date and time.

All statements or modifications to bids received by physical delivery will be date and time stamped by the District. When submitting a statement or modification to a statement by physical delivery (U.S. Mail, courier service, hand-delivery, or other physical means), vendors are solely responsible for meeting the deadline. Delays caused by a delivery service or other physical means will not be considered as an acceptable reason for a statement or modification of a statement being late.

When submitting a statement or modification electronically, vendors must allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time posted in the electronic system. If a vendor is in the middle of uploading a statement when the

closing time arrives, the system will stop the process and the statement or modification to the statement will not be accepted.

Utah Admin. Rules R33-4-101a (June 21, 2017)

Establishment of evaluation committee

The District shall appoint an evaluation committee consisting of at least three individuals with at least a general familiarity with or a basic understanding of either (1) the technical requirements relating to the type of procurement item that is the subject of the request for statement of qualifications or (2) the need that the procurement item is intended to address. The District shall ensure that the evaluation committee and each individual participating in the evaluation process (a) does not have a conflict of interest with any vendor that submits a statement of qualifications, (b) can fairly evaluate each statement of qualifications, (c) does not contact or communicate with a vendor concerning the evaluation process or the procurement outside the official evaluation committee process; and (d) conducts or participates in the evaluation in a manner that ensures a fair and competitive process and avoids the appearance of impropriety. The District may authorize the evaluation committee to receive assistance in better understanding a technical issue involved in the procurement from an expert or consultant who is not a member of the committee and who does not participate in evaluation scoring. The evaluation committee may, with the approval of the Board of Education or its designee, enter into discussions or conduct interviews with, or attend presentations by vendors for the purpose of clarifying information contained in statements of qualifications. However, in such interactions, a vendor may only explain, illustrate, or interpret the contents of the original statement of qualifications. The vendor may not (1) address criteria or specifications not contained in the original statement of qualifications, (2) correct any deficiency, inaccuracy, or mistake other than an immaterial error, (3) remedy an incomplete submission of documents, (4) remedy an untimely statement submission, (5) substitute or alter a required form, (6) remedy a cause for the vendor being considered not responsible or the statement not responsive, or (7) correct a failure to meet mandatory minimum requirements, evaluation criteria, or score thresholds.

Utah Code § 63G-6a-410(9) (2017)

Evaluation of statements

The evaluation committee shall evaluate and score statements of qualifications submitted in response to a request for statement of qualifications using the minimum mandatory requirements, evaluation criteria, and applicable score thresholds set forth in the request for statement of qualifications.

Utah Code § 63G-6a-410(9)(c) (2017)

Determination of qualified vendors

After the evaluation committee completes its evaluation and scoring of the statements of qualifications, the committee shall submit the statements and evaluation scores to the Board of Education or its designee. The Board of Education or its designee shall review the committee's scores and shall correct any errors, inconsistencies, or reported noncompliance with the Procurement Code. After reviewing the evaluation committee materials, the Board of Education or its designee shall make a final determination of:

1. qualified vendors who are allowed to participate in the remaining stages, if the request for statement of qualifications process is used as one of the stages of a multiple-stage process, or

2. vendors to be included on an approved vendor list, if the request for statement of qualifications process is used as part of the approved vendor list process.

Utah Code § 63G-6a-410(9)(e), (f), (14) (2017)

Withdrawal of statement

A vendor may voluntarily withdraw a statement of qualifications at any time before a contract is awarded with respect to which the statement of qualifications was submitted.

Utah Code § 63G-6a-410(11) (2017)

Single qualified vendor

If only one vendor meets the minimum qualifications, evaluation criteria, and applicable score thresholds set forth in the request for statement of qualifications which is being used as part of an approved vendor list process, the District shall cancel the request for statement of qualifications and may not establish an approved vendor list based on the request or on submitted statements of qualifications. If the District cancels the request, it shall make available for public inspection a written justification for the cancellation. (If the requirements set forth in Section 1.1010 for making an award based on a single response to a solicitation are met, the Board may make an award based on a single statement of qualifications.)

Utah Code § 63G-6a-410(12), (13) (2017)
Utah Admin. Rules R33-4-109 (June 21, 2017)

Rejection of statement

The Board of Education or the Procurement Officer may reject a statement of qualifications based on a determination that the vendor (1) is not responsible, (2) is in violation of the Procurement Code, (3) has engaged in unethical conduct, or (4) receives a performance rating below the satisfactory performance threshold specified in the request for statement of qualifications. A statement may also be rejected if there is a change in the vendor's circumstances that, if known when the statement was evaluated, would have caused the statement to not receive a qualifying score. A statement may also be rejected if it is not responsive or does not meet the mandatory minimum requirements, evaluation criteria, or applicable score thresholds stated in the request for statement of qualifications. Upon rejection of a statement, the Board of Education or the Procurement Officer shall make a written finding stating the reasons for rejection and provide a copy of that finding to the vendor whose statement was rejected.

Utah Code § 63G-6a-410(8) (2017)

1.1015 APPROVED VENDOR LIST PROCESS

1.1015.01 *DEFINITIONS*

Issue Date: 12/13/18
CBDB

A "vendor" is a person who seeks to enter into a contract with the District to provide a procurement item and includes a bidder, an offeror, an approved vendor, and a design professional.

An "approved vendor" is a person who has been approved for inclusion on an approved vendor list through the process set forth in this Policy.

An "approved vendor list" is a list of approved vendors established through the process set forth in this Policy.

A "closed-ended approved vendor list" is an approved vendor list which has a short period of time, specified by the District, during which vendors may be added to the list and a specified time when the list will expire.

An "open-ended approved vendor list" is an approved vendor list with an indeterminate period of time during which vendors may be added to the list, the addition of vendors throughout the effective term of the list, and a specified time after which a vendor on the list must submit qualifications in order to be renewed as an approved vendor on the list.

Utah Code § 63G-6a-103(2), (3), (96) (2018)
Utah Code § 63G-6a-507(1) (2017)

1.1015.02 *PURPOSES OF AN APPROVED VENDOR LIST*

Issue Date: 12/13/18
CBDB

The District may use an approved vendor list established under this policy in conjunction with bidding, request for proposals, the small purchase process, or the design professional procurement process. Using the list and one of these processes, the District may award a contract to an approved vendor for any procurement item or type of procurement item specified in the request for statement of qualifications used to establish the list. The District may also use an approved vendor list to limit participation in any of these procurement processes to approved vendors. In addition, the District may award a contract to an approved vendor at a price based on established terms as provided for in Policy CBA and below in this policy.

Utah Code § 63G-6a-507(6) (2017)
Utah Admin. Rules R33-5-204 (June 21, 2017)

The District may establish an approved vendor list either for (1) a specific, fully defined procurement item or (2) a future procurement item that is not fully and specifically defined, if the related request for statement of qualifications generally describes the procurement item and the type of vendor that the District seeks to provide the item. The District may not award a contract to an approved vendor for an item that is outside the scope of the general description of the procurement item in the related request for statement of qualifications. A vendor who is not an approved vendor is ineligible for a contract for a procurement item under the procurement identified in the related request for statement of qualifications.

Utah Code § 63G-6a-507(3) (2017)
Utah Code § 63G-6a-410(5)(d) (2017)

1.1015.03 *USE OF QUOTES WITH AN APPROVED VENDOR LIST*

Issue Date: 12/13/18
CBDB

Within the approved threshold limits, the District may use the quote process to obtain procurement items using an approved vendor list. This is an informal purchasing process which solicits pricing from several sources. A "quotation" is a statement of price, terms of sale, and description of services offered by a vendor to the District. An electronic quotation is a quotation provided by a vendor through electronic means such as the internet, online sources, email, an interactive web-

based market center, or other technology. A quotation is not binding and does not obligate the District to purchase (or the vendor to sell) the item.

To use the quote process, the District must obtain quotations which are for the same procurement item (including the same terms of sale, description, and quantity of goods or services). The District must disclose to the vendor that the quotation is for a government entity and inquire whether the vendor is willing to provide a discount to a government entity. The District must also maintain a public record which includes the name of each vendor supplying a quotation and the amount of each vendor's quotation.

Utah Admin. Rules R33-4-110 (June 21, 2017)

1.1015.04 *GENERAL REQUIREMENTS FOR APPROVED VENDOR LIST*

Issue Date: 12/13/18
CBDB

In order to establish an approved vendor list, the District must first complete the statement of qualifications process under Policy CBDA. If that process results in only one vendor qualifying, an approved vendor list cannot be established under that request for statement of qualifications. (However, although no approved vendor list is established, if the requirements set forth in Policy CBA for making an award based on a single response to a solicitation are met, the Board may make an award based on a single statement of qualifications.)

Utah Code § 63G-6a-507(2) (2017)
Utah Code § 63G-6a-410(1)(b), (5), (12) (2017)
Utah Admin. Rules R33-4-109 (June 21, 2017)

After an approved vendor list has been established, the list must be published by the District before it can be used.

Utah Code § 63G-6a-507(7) (2017)

1.1015.05 *ESTABLISHING AND MAINTAINING AN APPROVED VENDOR LIST*

Issue Date: 12/13/18
CBDB

After receiving the statements of qualifications and evaluation scores submitted by the evaluation committee under Policy CBDA, the Board of Education or its designee shall include on an approved vendor list those vendors meeting the minimum mandatory requirements, evaluation criteria, and applicable score thresholds. Any vendor who does not meet those requirements, criteria, or thresholds shall be rejected as ineligible and not included on the approved vendor list.

Utah Code § 63G-6a-507(4) (2017)

Each approved vendor list established and maintained by the District shall be either a closed-ended list or open-ended list, according to the specifications and notice given in the associated request for statement of qualifications.

Utah Code § 63G-6a-507(5)(a) (2017)
Utah Code § 63G-6a-410(5)(f)(i) (2017)

The District may establish a performance rating system to evaluate the performance of vendors on an approved vendor list if that system is described in the request for statement of qualifications used to establish the list. A rating system must include the minimum performance rating threshold

that approved vendors must achieve to remain on the list and a statement that vendors who do not meet that threshold may be disqualified and removed from the list. If the District uses a performance rating system for evaluating the performance of vendors on the approved vendor list, then vendors shall be disqualified and removed from the list according to the standards and procedures identified in the associated request for statement of qualifications. If the District disqualifies a vendor on this basis, the District shall make a written finding that describes the performance rating system, identified the minimum performance rating threshold, and explains the performance rating achieved by the disqualified vendor. A copy of this written finding shall be provided to the disqualified vendor.

Utah Code § 63G-6a-410(5)(e) (2017)
Utah Admin. Rules R33-5-203 (June 21, 2017)

Closed-ended approved vendor list

A closed-ended approved vendor list shall expire at the time specified by the District in the related request for statement of qualifications but no later than 18 months after the District publishes the list.

Utah Code § 63G-6a-410(5)(f)(ii)(A) (2017)
Utah Code § 63G-6a-507(5)(b)(i) (2017)

Open-ended approved vendor list

Once an open-ended approved vendor list is established and a vendor is added to that list, in order to remain on the list a vendor must submit an updated statement of qualifications no later than 18 months after the vendor was added to the list. If the vendor fails to timely submit the updated statement of qualifications or if the updated statement of qualifications demonstrates that the vendor no longer meets the minimum mandatory requirements, evaluation criteria, or applicable score thresholds of the request for statement of qualifications, the vendor shall be removed from the list.

Utah Code § 63G-6a-507(5)(b)(ii) (2017)

After an open-ended approved vendor list is initially established, other vendors who wish to be added to that list must submit statements of qualifications according to the schedule stated in the request for statement of qualifications. Such statements will be evaluated as provided for in Policy CBDA and vendors meeting the minimum mandatory requirements, evaluation criteria, and applicable score thresholds of the original request (and whose statement is not rejected according to Policy CBDA) will be added to the list.

Utah Code § 63G-6a-410(5)(f)(ii)(B) (2017)
Utah Code § 63G-6a-507(8)(a) (2017)

The District shall keep the request for statement of qualifications which is associated with an open-ended approved vendor list posted and available on its website throughout the time period that the list is effective.

Utah Code § 63G-6a-112(6) (2017)
Utah Code § 63G-6a-507(8)(c) (2017)

1.1015.06 *AWARD BASED ON ESTABLISHED TERMS*

Issue Date: 12/13/18
CBDB

The District may award a contract to a vendor on an approved vendor list at an established price based on a price list, rate schedule, or pricing catalog which is submitted by a vendor and accepted by the District or which is mandated by the District or by a federal agency or which is mandated by a federal regulation for a health and human services program.

When awarding a contract to an approved vendor based on a price list, rate schedule, or pricing catalog submitted by the vendor, the District shall, as applicable, follow one of the two methods. The District may assign work to or purchase from the approved vendor with the lowest price, rate or catalog price. (In case of a tie for the lowest price, the District shall follow the process described in Policy CBB.) If the lowest-cost approved vendor cannot provide the procurement item or quantity needed, then work shall be assigned or the purchase made from the next lowest-cost vendor, and so on, until the District's needs are met. The other method is that the District establishes a cost threshold based on a cost analysis as set forth in Utah Admin. Rules R33-12-603 and 604, and assigns work or purchases from an approved vendor meeting the cost threshold using one of the following methods: (A) a rotation system, organized alphabetically, numerically, or randomly; (B) assignment of vendors to a specified geographic area; (C) assignment of vendors based on each vendor's particular expertise or field; or (D) Another method approved by the Procurement Officer or the Board of Education. Under either of these methods, an approved vendor may lower its price, rate, or catalog price at any time during the time a contract is in effect in order to be assigned work or receive purchases.

When awarding a contract to an approved vendor based on a price list, rate schedule, or pricing catalog mandated by the District or a federal agency, the District shall use one of the following methods to assign work or purchase from a vendor on an approved vendor list: (A) a rotation system, organized alphabetically, numerically, or randomly; (B) assignment of vendors to a specified geographic area; (C) assignment of vendors based on each vendor's particular expertise or field; or (D) another method approved by the Procurement Officer or the Board of Education.

When awarding a contract to an approved vendor based on a price list, rate schedule, or pricing catalog based on a federal regulation for a health and human services program, the District unit shall follow the requirements set forth in the applicable federal regulation to assign work or make a purchase.

Utah Admin. Rules R33-5-202 (June 21, 2017)

1.1015.07 *PROCEDURES FOR FAIR USE OF APPROVED VENDOR LISTS*

Issue Date: 12/13/18
CBDB

Subject to any regulations which may be established by the Utah Procurement Policy Board, the District shall establish and implement procedures to ensure that all vendors on an approved vendor list have a fair and equitable opportunity to compete for a contract for a procurement item. Depending on the type of procurement item, such procedures might include a rotation system, organized alphabetically, numerically, or randomly, or other appropriate procedure.

Utah Code § 63G-6a-507(9)(a) (2017)

1.1015.08 *VENDORS WITH EXCLUSIVE AUTHORIZATION TO BID*

Issue Date: 12/13/18
CBDB

When the procurement item in question is one for which the potential vendors are within an exclusive dealership, franchise, distributorship, or other arrangement with a manufacturer which relates to the State of Utah or a region within the State of Utah, the following procedures apply to

the establishment and use of an approved vendor list. (The Procurement Officer or Board of Education may authorize exceptions to these requirements.)

No vendor within the exclusive arrangement may be excluded from the vendor list unless the District determines that the vendor is not qualified, responsive, or responsible.

The request for statements of qualifications shall state that all vendors on the prequalified vendor list will be invited to submit bids or quotes.

After the prequalified vendor list has been established, the District may award a contract by obtaining bids or quotes from all vendors on the list and taking into consideration a best value analysis that includes, as applicable:

1. cost;
2. compatibility with existing equipment, technology, software, accessories, replacement parts, or service;
3. training, knowledge and experience of employees of the District and of the vendors;
4. past performance of vendors pertaining to the procurement item being purchased;
5. the costs associated with transitioning from an existing procurement item to a new procurement item; or
6. other factors determined in writing by the Procurement Officer or the Board of Education.

The District must follow either the quote process described above in this policy or the bidding process described in Policy CBB in obtaining quotes or bids.

Utah Admin. Rules R33-4-101b (June 21, 2017)

1.1016 SMALL PURCHASES

1.1016.01 *DEFINITIONS*

Issue Date: 5/8/14
Updated: 12/13/18
CBE

The following definitions apply to this policy:

"Annual cumulative threshold" means the maximum total amount that the District may expend to obtain procurement items as small purchase from the same source in a single year.

"Individual procurement threshold" means the maximum amount for which the District may purchase a procurement item as a small purchase.

"Single procurement aggregate threshold" means the maximum total amount that the District may expend to obtain multiple procurement items from one source at one time as small purchases.

Utah Code § 63G-6a-506(1) (2017)

1.1016.02 *AVAILABILITY OF SMALL PURCHASE PROCESS*

Issue Date: 5/8/14
Updated: 12/13/18
CBE

A small purchase procurement may be made according to the requirements of this policy for purchases that fall within the thresholds set forth in this policy. The District may use the small purchase procurement process for a purchase in excess of the thresholds only if the Board or its designee gives written authorization to do so and that written authorization sets forth the reasons for exceeding the threshold. The District may not use the small purchase process for ongoing, continuous, and regularly scheduled procurements that exceed the annual cumulative threshold. Rather, ongoing, continuous, and regularly scheduled procurements in excess of the annual cumulative threshold shall be made through a contract awarded through another standard procurement process or an applicable exception to another standard procurement process set forth in Section 2.0430. (However, this limitation does not apply to regularly scheduled payments for a procurement item obtained under another procurement policy.)

Utah Code § 63G-6a-506 (3), (6), (7) (2017)

Thresholds

The individual procurement threshold for goods and general services is $1,000, for professional services is $80,000, for design professional services is $80,000, and for construction projects is $80,000, as set forth in Policy CCA. The single procurement aggregate threshold is $5,000 for goods and general services and $80,000 for professional services and for construction projects. The annual cumulative threshold is $50,000 for goods and general services and $80,000 for professional services and construction projects. Therefore, the small purchase procurement process set forth in this Policy may be used in obtaining goods or general services if the amount of an individual procurement item is $1,000 or less, or if multiple items obtained from the same source at the same time is estimated to be less than $5,000 for goods and general services. The small purchase procurement process may be used for purchases up to $80,000 of professional services or construction. However, if the contemplated purchase would cause any of these thresholds to be exceeded, the small purchase procurement method may not be used.

Utah Code § 63G-6a-506(1), (2) (201)
Utah Admin. Rules R33-5-104 (June 21, 2017)

1.1016.03 *CREDIT/PURCHASING CARDS*

Issue Date: 4/2/26

Card users shall follow District purchasing policies. Receipts shall be retained for all purchases and submitted with the monthly statement and signature certifying purchases have been made in accordance with policy. If a card is lost or stolen, users shall immediately contact the appropriate authority. ATM transactions, cash advances, or personal use are strictly prohibited. Card users shall follow District purchasing policies. Receipts shall be retained for all purchases and submitted with the monthly statement and signature certifying purchases have been made in accordance with policy. If a card is lost or stolen, users shall immediately contact the appropriate authority. ATM transactions, cash advances, or personal use are strictly prohibited.

1.1016.04 *GENERAL SMALL PURCHASE PROCESS*

Issue Date: 5/8/14
Updated: 12/13/18
CBE

The Quote Process

The quote process is an informal purchasing process which solicits pricing from several sources. A "quotation" is a statement of price, terms of sale, and description of services offered by a vendor to the District. An electronic quotation is a quotation provided by a vendor through electronic means such as the internet, online sources, email, an interactive web-based market center, or other technology. A quotation is not binding and does not obligate the District to purchase (or the vendor to sell) the item.

To use the quote process, the District must obtain quotations which are for the same procurement item (including the same terms of sale, description, and quantity of goods or services). The District must disclose to the vendor that the quotation is for a government entity and inquire whether the vendor is willing to provide a discount to a government entity. The District must also maintain a public record which includes the name of each vendor supplying a quotation and the amount of each vendor's quotation.

Utah Admin. Rules R33-4-110 (June 21, 2017)

Level 1

For small purchase procurements up to $1,000, the purchaser may select the best source without seeking competitive bids or quotes. The signatures of the requestor and immediate supervisor (or authorized business officer for the department or administration) are required on the purchase order or check request form. If the purchase is made using a District credit/purchase card, the employee should follow District policy for use of such cards.

Utah Admin. Rules R33-5-104(3)(a)(i) (June 21, 2017)

Level 2

For small purchase procurements between $1,000 and $5,000, the purchaser shall obtain at least two (2) competitive quotes that include minimum specifications and purchase the item or service from the responsible vendor offering the lowest quote that meets the specifications. These quotes may be verbal (for example, by telephone) or in writing. Documentation of quotes for all monetary levels must be attached to the purchase documentation and maintained as part of the District's records. The signatures of the requestor, immediate supervisor (or authorized business officer for the department), and Business Administrator are required on the purchase order or check request form.

Utah Admin. Rules R33-5-107(1) (June 21, 2017)

Level 3

For small purchase procurements between $5,000 and $10,000, the purchaser shall obtain at least two (2) written competitive quotes that include specifications and purchase the item or service from the responsible vendor offering the lowest quote meeting the specifications. The written quotes must be attached to the purchase documentation and maintained as part of the District's records. The signatures of the requestor, immediate supervisor (or authorized business officer for the department), and Business Administrator are required on the purchase order or check request form.

Utah Admin. Rules R33-5-107(2) (June 21, 2017)

Level 4

For small purchase procurements between $10,000 and $50,000, the purchaser shall obtain at least three (3) written competitive quotes that include specifications and purchase the item or service

from the responsible vendor offering the lowest quote meeting specifications. Completed bids and an approved purchase order shall be sent to District purchasing for initiation and purchase. The signatures of the requestor, immediate supervisor (or authorized business officer for the department), and Business Administrator are required on the purchase order or check request form.

Utah Admin. Rules R33-5-107(2) (June 21, 2017)

Documentation of quotes

Documentation of quotes shall contain the following information:

1. The date the quote was received or the dates that the quoted price is valid;
2. The proposed delivery date;
3. The vendor's name and address;
4. The name of the person providing the quote and contact information for that person;
5. A description of each item including specifications, unit price, total price, and quantity listed;
6. Shipping and freight charges; and
7. The name and position of the District employee obtaining the quote.

Quotes may be obtained and documented by printing pages from a website; however, all of the quote elements must be documented and employees should bear in mind that better prices are usually obtained by contacting vendors directly. Telephone quotes must be documented and include all quote elements. Written quotes should be provided on the vendor's letterhead.

1.1016.05 *CONSTRUCTION SMALL PURCHASE PROCESS*

Issue Date: 2/10/16
Updated: 12/13/18
CBE

Using the procedures set out in Policy 1.1010, the District shall either prequalify potential construction vendors or develop an approved vendor list of construction vendors for use in small purchase construction projects. For any small purchase construction project, the District shall establish and use minimum specifications for the project.

When using an approved vendor list in a small-purchase construction procurement, the District will select vendors and contractors from the list using one of the following methods:

1. A rotation system, organized alphabetically, numerically, or randomly;
2. Assignment of vendors to a specified geographic area;
3. Assignment of vendors based on each vendor's particular expertise or field; or
4. Another method approved by the Procurement Officer or the Board of Education.

Utah Admin. Rules R33-5-106.5(2) (June 21, 2017)

The Procurement Officer or Board of Education or its designee may procure small construction projects up to a maximum of $25,000 by direct award without seeking competitive bids or quotes

after documenting that all building code approvals, licensing requirements, permitting and other construction related requirements are met. The awarded contractor must certify that they are capable of meeting the minimum specifications of the project.

The Procurement Officer or Board of Education or its designee may procure small construction projects costing more than $25,000 up to a maximum of $80,000 by obtaining a minimum of two competitive quotes that include minimum specifications and shall award to the contractor with the lowest quote that meets the specifications after documenting that all applicable building code approvals, licensing requirements, permitting and other construction related requirements are met.

For construction projects where the total estimated accumulated building project cost exceeds $80,000, the District shall follow the procedures set forth in Section 1.1021.

Utah Admin. Rules R33-5-106 (June 21, 2017)
Utah Code § 53E-3-703 (2018)

1.1016.06 *DESIGN PROFESSIONAL SMALL PURCHASE PROCESS*

Issue Date: 12/13/18
CBE

After reviewing the qualifications of a minimum of three design professionals, the Procurement Officer or Board of Education may obtain design professional services by direct negotiation up to a maximum of $80,000 after reviewing the qualifications of a minimum of three design professional firms. Prior to using the design professional small purchase process, the District shall establish minimum specifications.

When using an approved vendor list in a small-purchase design professional procurement, the District will select at least three design professional firms from the list using one of the following methods:

1. A rotation system, organized alphabetically, numerically, or randomly;

2. Assignment of vendors to a specified geographic area;

3. Assignment of vendors based on each vendor's particular expertise or field; or

4. Another method approved by the Procurement Officer or the Board of Education.

After selecting three firms, the District shall rank the firms in order and begin negotiations, up to $80,000, with the highest-ranked firm. If an agreement cannot be reached with that firm, the District shall move to the next highest ranked firm and so on until a fee agreement is reached. If the District is not able to reach agreement with the three firms in the first group, it may select additional firms from the list and repeat the process or may cancel the procurement.

Utah Admin. Rules R33-5-105 (June 21, 2017)

1.1016.07 *PROFESSIONAL AND CONSULTANT SMALL PURCHASE PROCESS*

Issue Date: 2/10/16
Updated: 12/13/18
CBE

After reviewing the qualifications of a minimum of three professional service providers or consultants, the Procurement Officer or Board of Education or its designee may obtain professional services or consulting services up to a maximum of $80,000 by direct negotiation.

If the District uses an approved vendor list in a professional or consultant small-purchase procurement, the District will select a minimum of three potential vendors from the list using one of the following methods:

1. A rotation system, organized alphabetically, numerically, or randomly;

2. Assignment of vendors to a specified geographic area;

3. Assignment of vendors based on each vendor's particular expertise or field; or

4. Another method approved by the Procurement Officer or the Board of Education.

After selecting three potential vendors from the approved vendor list, the District shall rank the potential vendors in order and award the contract up to $80,000 to the highest ranked firm or individual.

Utah Admin. Rules R33-5-108 (June 21, 2017)

1.1016.08 *IMPROPER USE OF SMALL PURCHASE PROCESS*

Issue Date: 5/8/14
Updated: 12/13/18
CBE

It is unlawful and a violation of District policy to, with improper intent, knowingly divide a single procurement into multiple smaller procurements, including by dividing an invoice or purchase order into multiple invoices or purchase orders, if the single procurement would not have qualified as a small purchase and one or more of the multiple smaller procurements qualify as a small purchase. "Improper intent" means the intent either (a) to avoid having to use a standard procurement process (other than small purchase) that would otherwise be required or (b) to make one or more of the multiple smaller procurements fall under any small purchase threshold (individual item, single purchase aggregate, or annual cumulative). Caution should be exercised with using purchase cards, and employees should not split purchases with such cards to stay under daily purchase limits on purchase cards or the established purchasing thresholds.

Utah Code § 63G-6a-506(8) (2017)

Additional purchases of the same type of item may be necessary if, for example, it is determined after an order is placed or received that an insufficient quantity was ordered or that incorrect sizes were obtained. If additional purchases of the same item are necessary, for these or other reasons, the employee initiating the purchase must provide a written explanation of the purpose of the purchase and justification as to why it is not considered splitting a purchase. This written explanation should be retained with the vendor invoice.

1.1016.09 *IMPROPER USE OF SMALL PURCHASE PROCESS*

Issue Date: 12/13/18
CBE

All procurements under this policy must comply with the requirements of law and policy, including the prohibition against improperly dividing procurements in Utah Code § 63G-6a-506, the prohibitions relating to unlawful conduct and penalties in Utah Code § 63G-6a Part 24, the prohibitions relating to socialization with vendors and contractors in Utah Admin. Rules R33-24-104, the prohibitions relating to financial conflicts of interest in Utah Admin. Rules R33-24-105, and the prohibitions relating to personal relationships, favoritism, and bias in Utah Admin. Rules R33-24-106. Procurements of professional service providers and consultants under this policy

must also comply with the provision in Utah Admin. Rules R33-4-103(3) prohibiting persons with a conflict of interest or who may respond to a proposal for which the specifications are written from participating in writing the specifications.

Utah Admin. Rules R33-5-105(6) (June 21, 2017)
Utah Admin. Rules R33-5-106(8) (June 21, 2011)
Utah Admin. Rules R33-5-107(6) (June 21, 2011)
Utah Admin. Rules R33-5-108(5) (June 21, 2011)

1.1017 EXCEPTIONS TO STANDARD PROCUREMENT PROCESSES

1.1017.01 *EXCEPTIONS TO STANDARD PROCUREMENT PROCESSES*

Issue Date: 5/8/14
Updated: 01/03/19
CBF

Any procurement by the District must either be done through one of the standard procurement processes or under a valid exception to those standard processes. The standard procurement processes are (1) bidding, as described in Sections 1.1011 and 1.1012; (2) requests for proposals, as described in Section 1.1013; and (3) small purchases, as described in Section 1.1016. The exceptions to the standard procurement processes are sole source procurement, emergency procurement, community rehabilitation program procurement, and prison industry goods procurement. The requirements relating to each exception are set forth in this policy.

Utah Code § 63G-6a-103(82), (87) (2018)
Utah Code § 63G-6a-802 (2016)
Utah Code § 63G-6a-803 (2016)
Utah Code § 63G-6a-804 (2013)
Utah Code § 63G-6a-805 (2016)
Utah Admin. Rules R33-8-101 (June 21, 2017)

1.1017.02 *NOTICE OF INTENT TO AWARD WITHOUT STANDARD PROCUREMENT PROCESS*

Issue Date: 01/03/19
CBF

Before the District may award a contract under the sole source, transitional costs/best interest, or specified circumstances procurement processes (rather than one of the standard procurement processes), a "Notice of Intent to Award a Contract Without Engaging in a Standard Procurement Process" must be approved by the Procurement Officer or the Board of Education. The District may use the form prepared by the Procurement Policy Board or may use its own form, but the notice must be in writing and include, at a minimum, the following information:

1. A description of the procurement item (including, when applicable, the proposed scope of work);

2. The total value of the procurement item (including, when applicable, the actual or estimated full lifecycle cost of maintenance and service agreements);

3. The duration of the proposed contract;

4. The signature of an authorized official of the District; and

5. Research by the District establishing the necessary elements for the alternative method to be used, as follows:

    a. For sole source procurement, showing that there are no other competing vendors or sources for the procurement item in accordance with the requirements set out below;

    b. For transitional costs/best interest procurement, showing that transitional costs are a significant consideration in selecting the procurement item and the results of a cost benefit analysis documenting that transitional costs are unreasonable or cost-prohibitive and that awarding the contract without engaging in a standard procurement process is in the best interest of the District, in accordance with the requirements set out below; and

    c. For specified circumstances procurement, the other circumstances which make awarding a contract through a standard procurement process impractical and not in the best interest of the District, in accordance with the requirements set out below.

After approval of the notice by the Procurement Officer or Board of Education, before a contract may be awarded the District must also publish the notice. This publication must be in accordance with Section 1.1010 and must also state the earliest date the District may obtain the item and provide contact information and other information relating to contesting, or obtaining additional information in relation to, the procurement.

Publication of the notice is not required for procurements which are $50,000 or less or which are for the following procurement items:

1. Public utility services

2. Conference and convention facilities with unique or specialized amenities, abilities, location, or services

3. Conference fees, including materials

4. Speakers or trainers with unique or proprietary presentations or training materials

5. Hosting of dignitaries (in-state, out-of-state, or international)

6. International, national, or local promotion of the state or a public entity

7. An award when the Legislature identifies the intended recipient of a contract

8. An award to a specific supplier, service provider, or contractor if the award is a condition of a donation or grant that will fund the full cost of the supply, service, or construction item

9. Catering services at government functions where the event requires a caterer with unique and specialized qualifications, skills, and abilities

10. Other circumstances as determined in writing by the Procurement Officer or the Board of Education

Even though publication of the notice is not required by statute or regulation, the Procurement Officer or Board of Education may require the notice to be published if deemed necessary to uphold the fair and equitable treatment of all persons who deal with the procurement system.

The District shall also make a copy of information related to the non-standard procurement available for public inspection at the main District office or on the website of the District or of the Division of Purchasing and General Services until award of the contract or the cancellation of the procurement.

Utah Code § 63G-6a-112 (2017)
Utah Code § 63G-6a-802(3) (2016)
Utah Admin. Rules R33-8-101d (June 21, 2017)
Utah Admin. Rules R33-8-101e (June 21, 2017)

1.1017.03 *CONTESTING A NON-STANDARD PROCUREMENT PROCESS*

Issue Date: 01/03/19
CBF

A person may contest the notice of intent to award a contract without engaging in a standard procurement process prior to the closing of the public notice period set forth in Section 1.1010 by submitting the following information in writing to the Procurement Officer or Board of Education: (a) the name of the contesting person and (b) a detailed explanation of the challenge. Depending on the type of non-standard process, the detailed explanation of the challenge would include documentation that there are other competing sources for the procurement item, or that transitional costs are not significant, unreasonable, or cost-prohibitive, or that conducting a standard procurement process is in the best interest of the conducting procurement unit.

Upon receipt of a challenge contesting an award of a contract without engaging in a standard procurement process, the Procurement Officer or the Board of Education shall conduct an investigation to determine the validity of the challenge and make a written determination either supporting or denying the challenge.

If a challenge is upheld, the District shall either cancel the procurement or shall conduct a standard procurement process for the procurement item being considered. If a challenge is not upheld, the District may proceed with awarding a contract without engaging in a standard procurement process.

By contesting or challenging a notice of intent to use a non-standard process, a vendor does not waive the right to file a protest under the procurement code or District policies.

Utah Admin. Rules R33-8-101f (June 21, 2017)

1.1017.04 *NEGOTIATION FOR BEST TERMS*

Issue Date: 01/03/19
CBF

When the District procures under the sole source, transitional costs/best interest, or specified circumstances procurement processes (rather than one of the standard procurement processes), the Procurement Officer or Board of Education shall negotiate with the contractor to ensure that the terms of the contract, including price and delivery, are in the best interest of the District.

Utah Code § 63G-6a-802(4) (2016)

1.1017.05 *SOLE SOURCE PROCUREMENT*

Issue Date: 5/8/14
Updated: 01/03/19
CBF

Required Conditions for Sole Source Procurement

The District may award a contract for a procurement item without engaging in a standard procurement process if the Board of Education or the district Procurement Officer makes a written determination that there is only one source for the procurement item. Circumstances in which a sole source procurement award may be justified include procurements for (a) a procurement item for which there is no comparable product or service, such as a one-of-a-kind item available from only one vendor, (b) a component or replacement part for which there is no commercially available substitute, and which can be obtained only directly from the manufacturer, or (c) an exclusive maintenance, service, or warranty agreement. An urgent or unexpected circumstance or requirement for a procurement item does not justify a sole source procurement.

Utah Code § 63G-6a-103(81) (2018)
Utah Code § 63G-6a-802(1)(a) (2016)
Utah Admin. Rules R33-8-101a (June 21, 2017)

Process for Sole Source Procurement

Prior to awarding a contract in a sole source procurement, the District must follow the procedure outlined above for the "Notice of Intent to Award a Contract Without Engaging in a Standard Procurement Process." In addition, the Procurement Officer or Board of Education shall, whenever practicable, conduct a price analysis in accordance with Utah Admin. Rules R33-12-603.

Utah Admin. Rules R33-8-101a (June 21, 2017)

1.1017.06 *TRANSITIONAL COSTS / COST-BENEFIT ANALYSIS PROCUREMENT*

Issue Date: 01/03/19
CBF

The District may award a contract for a procurement item without engaging in a standard procurement process if the Board of Education or the Procurement Officer makes a written determination that transitional costs are a significant consideration in selecting a procurement item and the results of a cost-benefit analysis demonstrate that transitional costs are unreasonable or cost-prohibitive and that awarding a contract without engaging in a standard procurement process is in the best interest of the District.

Utah Code § 63G-6a-802(1)(b) (2016)
Utah Admin. Rules R33-8-101(1)(b) (June 21, 2017)

Definitions

"Transitional costs" mean the costs of changing from an existing provider of, or type of, a procurement item to another provider of, or type of, procurement item, including training costs, conversion costs, compatibility costs, costs associated with system downtime, disruption of service costs, staff time necessary to implement the change, installation costs, and ancillary software, hardware, equipment, or construction costs. "Transitional costs" do not include (1) the costs of preparing for or engaging in a procurement process, or (2) contract negotiation or contract drafting costs, or (3) costs associated with a trial use or testing of a procurement item under a trial use contract.

Utah Code § 63G-6a-103(94) (2018)

"Competing type of procurement item" means a type of procurement item that is the same, equivalent, or superior to the existing type of procurement item currently under contract in all material aspects including performance, specifications, scope of work, and provider qualifications, certifications, and licensing.

Utah Admin. Rules R33-8-101b(1)(a) (June 21, 2017)

"Competing provider" means another provider other than the existing provider under contract that provides a competing type of procurement item.

Utah Admin. Rules R33-8-101b(1)(b) (June 21, 2017)

"Significant," "unreasonable or cost-prohibitive" transitional costs are defined as costs associated with changing from an existing provider of a procurement item to another provider of that procurement item or from an existing type of procurement item to another type that (a) constitute a measurably large amount that would likely have an influence or effect on the award of a contract if a competitive procurement were to be conducted for the procurement item being considered; and (b) provides a compelling justification for not conducting a competitive standard procurement process.

Utah Admin. Rules R33-8-101b(1)(c) (June 21, 2017)
Cost-benefit analysis

Before awarding a contract under the transitional costs/cost-benefit procurement process, the District shall complete a written cost-benefit analysis with regard to the procurement to determine whether the procurement is permitted. The cost-benefit analysis shall be considered by the Procurement Officer or Board of Education before approving the procurement. This cost-benefit analysis should not be overly time-consuming to complete, nor should it involve hiring costly consultants or engaging in costly financial analysis.

Utah Admin. Rules R33-8-101b(5), (6) (June 21, 2017)

The cost-benefit analysis must consider the following transitional costs: (a) costs that are directly associated with changing from an existing provider of a procurement item to a competing provider of that procurement item or from an existing type of procurement item to a competing type of procurement item; and (b) A full lifecycle cost analysis of the existing type of procurement item and competing type of procurement items in order to determine which procurement item is more cost-effective.

Utah Admin. Rules R33-8-101b(2) (June 21, 2017)

The cost-benefit analysis may consider the following transitional costs: (a) any costs identified in the definition of "transitional costs" set forth above, (b) costs offered by a competing provider(s) for a competing type of procurement item in a competitive bid or RFP process conducted within the last 12 months, (c) costs offered by a competing provider(s) for a competing type of procurement item in a competitive bid or RFP process conducted prior to the most recent 12 months, updated using an applicable price index, (d) written cost estimates obtained by the District from a competing provider(s) for a competing type of procurement item, and (e) other transitional costs determined to be applicable by the Procurement Officer or Board of Education.

Utah Admin. Rules R33-8-101b(3) (June 21, 2017)

The cost-benefit analysis may NOT consider the following costs: (a) costs excluded from the definition of "transitional costs" above, (b) data provided by the existing provider for the purpose of establishing either the market value of the existing type of procurement item or a competing provider's price for a competing type of procurement item, (c) costs associated with any other procurement item other than the existing type of procurement item or a competing type of procurement item, (d) non-monetary factors, such as the provider's performance, agency preference, and other data or information not specific to the transitional costs associated with the existing type of procurement item or a competing type of procurement item, (e) factors other than the monetary transitional costs directly associated with changing from an existing provider of a

procurement item to a competing provider of that procurement item or from an existing type of procurement item to a competing type of procurement item, and (f) other transitional costs or other information deemed inappropriate by the Procurement Officer or Board of Education.

Utah Admin. Rules R33-8-101b(4) (June 21, 2017)

1.1017.07 *SPECIFIED OTHER CIRCUMSTANCES PROCUREMENT*

Issue Date: 01/03/19
CBF

The District may award a contract for a procurement item without engaging in a standard procurement process if the Board of Education or the Procurement Officer makes a written determination that awarding a contract through a standard procurement process is impractical and not in the best interest of the District.

Utah Code § 63G-6a-802(1)(c) (2016)
Utah Admin. Rules R33-8-101(1)(c) (June 21, 2017)

In considering whether the use of a standard procurement process is impractical and not in the best interest of the District, the Procurement Officer or Board of Education may consider the following circumstances:

1. awarding the contract to a specific supplier, service provider, or contractor is a condition of a donation or grant that will fund the full cost of the supply, service, or construction item;

2. the procurement item is public utility services and only one public utility service of the type is available in an area;

3. the procurement item is one where compatibility is the overriding consideration; or

4. the procurement item is a used item that presents a unique, specialized, or time-limited buying opportunity.

Utah Admin. Rules R33-8-101c (June 21, 2017)

Prior to awarding a contract under this process, the District must follow the procedure outlined above for the "Notice of Intent to Award a Contract Without Engaging in a Standard Procurement Process."

Utah Admin. Rules R33-8-101d (June 21, 2017)

1.1017.08 *TRIAL USE CONTRACTS*

Issue Date: 01/03/19
CBF

A "trial use contract" is a contract between the District and a vendor for a procurement item that the District acquires for trial use or testing to determine whether it will benefit the District.

Utah Code § 63G-6a-103(95) (2018)

The District may award a trial use contract without engaging in a standard procurement process if the contract is (1) awarded for a procurement item that is not already available to the District under an existing contract, (2) restricted to the procurement of a procurement item in the minimum quantity and for the minimum period of time necessary to test the procurement item, (3) the only

trial use contract for the District for the same procurement item; and (4) not used to circumvent the purposes and policies of the Procurement Code.

Utah Code § 63G-6a-802.3(1) (2016)

The period of trial use or testing of a procurement item under a trial use contract may not exceed 18 months, unless the Procurement Officer provides a written exception documenting the reason for a longer period.

Utah Code § 63G-6a-802.3(2) (2016)

A trial use contract shall:

1. state that the contract is strictly for the purpose of the trial use or testing of a procurement item;

2. state that the contract terminates upon completion of the trial use or testing period;

3. state that the District is not obligated to purchase or enter into a contract for the procurement item, regardless of the trial use or testing result;

4. state that any purchase of the procurement item beyond the terms of the trial use contract will be made in accordance with the Procurement Code; and

5. include, as applicable:

    a. test schedules;

    b. deadlines and a termination date;

    c. measures that will be used to evaluate the performance of the procurement item;

    d. any fees and associated expenses or an explanation of the circumstances warranting a waiver of those fees and expenses;

    e. the obligations of the District and vendor;

    f. provisions regarding the ownership of the procurement item during and after the trial use or testing period;

    g. an explanation of the grounds upon which the contract may be terminated;

    h. a provision relating to any required bond or security deposit; and

    i. other requirements unique to the procurement item for trial use or testing.

Utah Code § 63G-6a-802.3(3) (2016)

The District is not required to publish notice of a trial use contract.

Utah Code § 63G-6a-802.3(4) (2016)

1.1017.09 *CONTRACT EXTENSION*

Issue Date: 01/03/19
CBF

The Board of Education or Procurement Officer may extend an existing contract without engaging in a standard procurement process as stated in this section.

A contract extension does not involve a standard procurement process. Because one of the purposes and policies of the Procurement Code is to ensure the fair and equitable treatment of all persons who deal with the procurement system and to foster effective broad-based competition within the free enterprise system, and the most effective way to achieve this is by conducting a standard procurement process whenever public funds are expended for a procurement item, a contract extension should only be used after thorough analysis and proper justification.

Utah Admin. Rules R33-8-110(1) (June 21, 2017)

Avoidance of contract extensions

In fulfillment of its contract administration duties, the District shall maintain a process or system for tracking contract expiration dates in order to determine well in advance of a contract expiration date if there is a continuing need for the procurement item. If the District determines there is a continuing need for the procurement item, the District unit shall whenever practicable initiate a standard procurement process no later than 90 days prior to the contract expiration date of an existing contract and no later than 45 days prior to the contract expiration date, publish, if applicable, a solicitation for the procurement item. However, if the District determines that a procurement will be complex or involve a change in industry standards or new specifications requiring negotiations, the District shall initiate a standard procurement process no later than 180 days prior to the contract expiration date and no later than 45 days prior to the contract expiration date, publish, if applicable, a solicitation for the procurement item.

Utah Admin. Rules R33-8-110(2) (June 21, 2017)

Circumstances which do not justify contract extension

Contract extension is not justified if there has been an intentional delay in conducting a standard procurement process to award a contract to replace an expiring contract, or if there has been an intentional delay in executing a contract to replace an expiring contract. An improper avoidance of use of a standard procurement process in order to extend the duration of an existing contract with a vendor may be considered steering a contract to a favored provider, which is unlawful conduct.

Utah Admin. Rules R33-8-110(3), (4) (June 21, 2017)

Process for contract extension

An existing contract may be extended for a period not to exceed 120 days if:

1. an extension is necessary to either
    a. avoid a lapse in a critical governmental service, or
    b. to mitigate a circumstance that is likely to have a negative impact on public health, safety, welfare, or property, and
2. the District is engaged in a standard procurement process for an item that is the subject of the contract being extended, and
    a. the standard procurement process is delayed due to unintentional error, or
    b. a change in industry standards requires one or more significant changes to specifications for the procurement item, or
    c. the extension is necessary to either

i. prevent the loss of federal funds, or

ii. mitigate the effects of a delay of a state or federal appropriation, or

iii. to enable the District to continue to receive a procurement item during a delay in the implementation of a contract awarded pursuant to a procurement that has already been conducted, or

iv. to enable the District to continue to receive a procurement item during a period of time during which negotiations with a vendor under a new contract for the item are being conducted;

An existing contract may be extended for the period of a protest, appeal, or court action if such protest, appeal, or court action is the reason for delaying the award of a new contract.

An existing contract may be extended for a period exceeding 120 days if, after consulting with the attorney general or the District's attorney, the Board or the chief procurement officer determines in writing that the extension does not violate state or federal antitrust laws and is consistent with the purpose of ensuring the fair and equitable treatment of all persons who deal with the procurement system.

Utah Code § 63G-6a-802.7 (2017)

1.1017.10 *EMERGENCY PROCUREMENT*

Issue Date: 5/8/14
Updated: 01/03/19
CBF

Notwithstanding any other District policy regarding procurement, the Board of Education or the Procurement Officer may authorize an emergency procurement without using a standard procurement process if the procurement is necessary to mitigate circumstances that create harm or risk of harm to public health, safety, welfare, or property. Circumstances that may create harm or risk of harm to public health, welfare, safety, or property include:

1. damage to a facility or infrastructure resulting from flood, fire, earthquake, storm, or explosion;

2. failure or imminent failure of a public building, equipment, road, bridge or utility;

3. terrorist activity;

4. epidemics;

5. civil unrest;

6. events that impair the ability of a public entity to function or perform required services;

7. situations that may cause harm or injury to life or property; or

8. other conditions as determined in writing by the Procurement Officer or Board of Education or its designee.

Emergency procurements are limited to those procurement items necessary to mitigate the emergency.

The District shall ensure that the procurement is made with as much competition as reasonably practicable (through use of phone quotes, Internet quotes, limited invitations to bid, or other selection methods) while avoiding harm, or risk of harm, to the public health, safety, welfare, property, or impairing the ability of a public entity (including the District) to function or perform required services.

After the emergency condition has been alleviated, the District shall prepare a written determination documenting the basis for the emergency and the selection of the procurement item. This determination shall be kept in the contract file.

Utah Code § 63G-6a-803 (2016)
Utah Admin. Rules R33-8-401 (June 21, 2017)

1.1017.11 *PROCUREMENT FROM COMMUNITY REHABILITATION PROGRAMS*

Issue Date: 5/8/14
Updated: 01/03/19
CBF

The Utah Purchasing from Persons with Disabilities Advisory Board establishes a preferred procurement contract list of goods and services available for purchase from community rehabilitation programs, developing, maintaining, and approving a preferred procurement contract list of goods and services. Unless the fiscal year threshold has been reached as stated below, the District shall purchase goods and services using this preferred procurement contract list if:

1. the good or service offered for sale by a community rehabilitation program reasonably conforms to the needs and specifications of the District;

2. the community rehabilitation program can supply the good or service within a reasonable time; and

3. the price of the good or service is reasonably competitive with the cost of procuring the good or service from another source.

Procurement from this preferred procurement contract list may be done without using a standard procurement process.

The requirement that the District purchase available goods from this preferred procurement contract list does not apply during a particular fiscal year if the Division of Purchasing and General Services determines that the total amount of procurement contracts with community rehabilitation programs has reached $5 million for that fiscal year.

Utah Code § 63G-6a-805(4), (7), (9) (2016)

1.1017.12 *PURCHASE OF PRISON INDUSTRY GOODS*

Issue Date: 5/8/14
Updated; 01/03/19
CBF

The District may purchase goods and services from the Utah Correctional Industries Division without following a standard procurement process. The director of Utah Correctional Industries publishes a catalog of goods and services which includes a description and price of each item offered for sale. In determining whether to procure a goods or services from the Correctional Industries Division, the Procurement Officer shall consider whether such procurement is in the best interests of the District, including for example (a) whether the good or service meets the

reasonable requirements of the District, (b) when the good or service can be supplied by the division, and (c) whether the cost of the good or service, including basic price, transportation costs, and other expenses of acquisition, is competitive with the cost of procuring the item from another source.

Utah Code § 63G-6a-804 (2013)

1.1018 CONTRACTS AND CONTRACT LIMITATIONS

1.1018.01 *DEFINITIONS*

Issue Date: 5/8/14
Updated: 3/12/20
CBG

In this policy, the following definitions apply:

"Change order" means a written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of a contract, upon mutual agreement of the parties to the contract.

"Construction" means services, including work, and supplies for the construction, renovation, alteration, improvement, or repair of a public facility on real property. It does not include services and supplies for the routine, day-to-day operation, repair, or maintenance of an existing public facility.

"Construction manager/general contractor" means a contractor who enters into a contract for the management of a construction project that allows the contractor to subcontract for additional labor and materials that are not included in the contractor's cost proposal submitted at the time of the procurement of the contractor's services. It does not include a contractor whose only subcontract work not included in the contractor's cost proposal submitted as part of the procurement of the contractor's services is to meet subcontracted portions of change orders approved within the scope of the project.

"Cost-plus-a-percentage-of-cost contract" means a contract under which the contractor is paid a percentage of the total actual expenses or costs in addition to the contractor's actual expenses or costs.

"Cost-reimbursement contract" means a contract under which a contractor is reimbursed for costs which are allowed and allocated in accordance with the contract terms and the provisions of the procurement policies and Utah Procurement Code, and a fee, if any.

"Definite quantity contract" means a fixed price contract that provides for a specified amount of supplies over a specified period, with deliveries scheduled according to a specified schedule.

"Design-build" means the procurement of design professional services and construction by the use of a single contract.

"Design professional" means (a) an individual licensed as an architect under Utah Code Title 58, Chapter 3a, Architects Licensing Act; (b) an individual licensed as a professional engineer or professional land surveyor under Utah Code Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act; or (c) an individual certified as a commercial interior designer under Title 58, Chapter 86, State Certification of Commercial Interior Designers Act.

"Design professional services" means: (a) professional services within the scope of the practice of architecture as defined in Utah Code § 58-3a-102; (b) professional engineering as defined in Utah Code § 58-22-102; (c) master planning and programming services; or (d) services within the scope of the practice of commercial interior design, as defined in Utah Code § 58-86-102.

"Established catalogue price" means the price included in a catalogue, price list, schedule, or other form that: (a) is regularly maintained by a manufacturer or contractor; (b) is published or otherwise available for inspection by customers; and (c) states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.

"Fixed price contract" means a contract that provides a price, for each procurement item obtained under the contract, that is not subject to adjustment except to the extent that either (a) the contract provides, under circumstances specified in the contract, for an adjustment in price that is not based on cost to the contractor; or (b) an adjustment is required by law.

"Fixed price contract with price adjustment" means a fixed price contract that provides for an upward or downward revision of price, precisely described in the contract, that: (a) is based on the consumer price index or another commercially acceptable index, source, or formula; and (b) is not based on a percentage of the cost to the contractor.

"Indefinite quantity contract" means a fixed price contract that both (a) is for an indefinite amount of procurement items to be supplied as ordered by the District; and (b) either does not require a minimum purchase amount or provides a maximum purchase limit.

"Labor hour contract" is a contract under which the supplies and materials are not provided by, or through, the contractor and the contractor is paid a fixed rate that includes the cost of labor, overhead, and profit for a specified number of labor hours or days.

"Multiple award contracts" means a procurement process resulting in the award of a contract to more than one person, which may be for an indefinite quantity of a procurement item.

"Multiyear contract" means a contract that extends beyond a one-year period, including a contract that permits renewal of the contract, without competition, beyond the first year of the contract.

"Requirements contract" means a contract: (a) under which a contractor agrees to provide the District's entire requirements for certain procurement items at prices specified in the contract during the contract period; and (b) that either does not require a minimum purchase amount or provides a maximum purchase limit.

Utah Code § 63G-6a-103 (2019)
Utah Admin. Rules R33-12-301(1) (June 21, 2017)

1.1018.02 *PERMISSIBLE AND IMPERMISSABLE TYPES OF CONTRACTS*

Issue Date: 5/8/14
Updated: 3/12/20
CBG

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

1. the proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated;

2. the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted accounting principles; and

3. the use of a specified type of contract, other than a firm fixed price contract, is in the best interest of the District, taking into consideration the following criteria:

    a. the type and complexity of the procurement item;

    b. the difficulty of estimating performance costs at the time the contract is entered into, due to factors that may include:

        i. the difficulty of determining definitive specifications;

        ii. the difficulty of determining the risks, to the contractor, that are inherent in the nature of the work to be performed; or

        iii. the difficulty to clearly determine other factors necessary to enter into an accurate firm fixed price contract;

    c. the administrative costs to the District and the contractor;

    d. the degree to which the District is required to provide technical coordination during performance of the contract;

    e. the impact that the choice of contract type may have upon the level of competition for award of the contract;

    f. the stability of material prices, commodity prices, and wage rates in the applicable market;

    g. the impact of the contract type on the level of urgency related to obtaining the procurement item;

    h. the impact of any applicable governmental regulation relating to the contract; and

    i. other criteria that the Procurement Officer determines may relate to determining the contract type that is in the best interest of the District.

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

1. a fixed price contract;

2. a fixed price contract with price adjustment;

3. a time and materials contract;

4. a labor hour contract;

5. a definite quantity contract;

6. an indefinite quantity contract;

7. a requirements contract;

8. a contract based on a rate table in accordance with industry standards; or

9. a contract that includes one of the following construction delivery methods:

a. design-build;

b. design-bid-build; or

c. construction manager/general contractor.

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

1. use of a cost-plus-percentage-of-cost contract is approved by the Procurement Officer;

2. it is standard practice in the industry to obtain the procurement item through that type of contract; and

3. the percentage and the method of calculating costs in the contract are in accordance with industry standards.

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

Utah Code § 63G-6a-1205 (2014)

Determining allowable incurred costs under a cost-based contract

Except as provided below, a person who seeks to be, or is, a party in a cost-based contract with the District shall submit cost or pricing data relating to determining the cost or pricing amount and shall certify that, to the best of the contractor's knowledge and belief, the cost or pricing data submitted is accurate and complete as of the date specified by the District. The Procurement Officer shall ensure that the specified date is before (a) the pricing of any contract awarded by a standard procurement process or pursuant to a sole source procurement, if the total contract price is expected to exceed an amount established by rule of the Procurement Policy Board made by the applicable rulemaking authority; or (b) the pricing of any change order that is expected to exceed an amount established by rule of the Procurement Policy Board.

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

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

1. the contract price is based on adequate price competition;

2. the contract price is based on established catalogue prices or market prices;

3. the contract price is set by law or rule; or

4. the procurement states, in writing that in accordance with Procurement Policy Board rules the requirements may be waived and sets forth the reasons for that waiver.

Utah Code § 63G-6a-1206 (2016)

Price Adjustments

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

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

Utah Admin. Rules R33-12-601 (June 21, 2017)
Utah Admin. Rules R33-12-602 (June 21, 2017)

Installment payments and contract prepayments

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

1. the use of installment payments is in District's interest;

2. installment payments are not used as a method of avoiding budgetary constraints;

3. the District has obtained all budgetary approvals and other approvals required for making the installment payments;

4. all aspects of the installment payments required in the contract are in accordance with the requirements of law; and

5. for a contract awarded through an invitation for bids or a request for proposals, the invitation for bids or request for proposals indicates that installment payments are required or permitted.

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

A prepaid expenditure shall be supported by documentation indicating:

1. the amount of the prepayment;

2. the prepayment schedule;

3. the procurement items to which each prepayment relates;

4. the remedies for a contractor's noncompliance with requirements relating to the provision of the procurement items; and

5. all other terms and conditions relating to the payments and the procurement items.

The Procurement Officer or his or her designee may require a performance bond, of up to 100% of the prepayment amount, from the person to whom the prepayments are made.

Utah Code § 63G-6a-1208 (2013)

Leases of personal property

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

1. the Procurement Officer determines that it is in the best interest of the District to lease the procurement item, after he or she investigates and considers the costs and benefits of alternative means of obtaining the procurement item;

2. all conditions for renewal and costs of termination are included in the lease;

3. the lease is awarded through a standard procurement process or a valid exception described in Section 1.1017;

4. for a standard procurement process, the invitation for bids, request for proposals, or request for quotes states that the District is seeking, or willing to consider, a lease (or a lease purchase);

5. the lease is not used to avoid competition; and

6. the lease complies with all other applicable provisions of law or rule.

Utah Code § 63G-6a-1209 (2013)
Utah Admin. Rules R33-12-403 (June 21, 2017)

Technology modifications

A contract may be modified to incorporate new technology or technological upgrades if the modification is agreed to by all parties and if the modification is executed using the process set out in the contract for other contract modifications. Otherwise, a contract may be modified to incorporate new technology or techological upgrades only if the modification is specific to the procurement item being solicited and substantially within the scope of the original procurement or contract and if the solicitation leading to the award of the contract contained one of the following statements: (1) that the awarded contract may be modified to incorporate new technology or technological upgrades associated with the procurement item being solicited, including new or upgraded systems, apparatuses, modules, components, and other supplementary items; or (2) that a maintenance or service agreement associate with the procurement item under contract may be modified to include any new technology or technological upgrades. No contract may be extended beyond the term of the contract included in the solicitation except as provided in the Utah Procurement Code.

Utah Admin. Rules R33-12-502 (June 21, 2017)

Multiyear contracts

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

1. result in significant savings to the District, including (a) reduction of the administrative burden in procuring, negotiating, or administering contracts, (b) continuity in operations of the District, or (c) the ability to obtain a volume or term discount;

2. encourage participation by a person who might not otherwise be willing or able to compete for a shorter term contract; or

3. provide an incentive for a bidder or offeror to improve productivity through capital investment or better technology.

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

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

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

1. adequate funds to continue or renew the contract have not been, but are expected to be appropriated by, and received from, the federal government;

2. continuation or renewal of the contract before the money is appropriated or received is permitted by the federal government; and

3. the contract states that it may be cancelled or suspended, without penalty, if the anticipated federal funds are not appropriated or received.

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

1. the portion of the contract that is to be funded by District funds are appropriated;

2. adequate federal funds to continue or renew the contract have not been, but are expected to be, appropriated by, and received from, the federal government;

3. continuation or renewal of the contract before the federal money is appropriated or received is permitted by the federal government; and

4. the contract states that it may be cancelled or suspended, without penalty, if the anticipated federal funds are not appropriated or received.

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

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

Utah Code § 63G-6a-1204 (2014)

Multiple award contracts

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

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

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

Utah Code § 63G-6a-1204.5 (2017)

Awarding multiple award contracts

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

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

1. Indicates that contracts may be awarded to more than one bidder or offeror;

2. Specifies whether contracts will be awarded on a statewide, regional, combined statewide and regional basis, or agency specific requirement; and

3. Describes specific methodology or a formula that will be used to determine the number of contract awards.

Multiple award contracts in an invitation for bids shall be conducted in accordance with the requirements for a bidding procurement process and awarded to the lowest responsive and responsible bidder(s) who meet the objective criteria described in the invitation for bids. The contracts may be awarded using the following methods:

1. Based on the lowest bids for all procurement items solicited provided the solicitation indicates that multiple contracts will be awarded to the lowest bidders for all procurement items being solicited as determined by the following methods:

    a. all bids within a specified percentage, not to exceed five percent, of the lowest responsive and responsible bid, unless otherwise approved in writing by the Procurement Officer or Board of Education or its designee;

b. all responsive and responsible bidders will be awarded a contract, provided the contract specifically directs that orders must be placed first with low bidder unless the lowest bidder cannot provide the needed procurement item, then with the second lowest bidder unless the second lowest bidder cannot provide the needed procurement item, then with the third lowest bidder unless the third lowest bidder cannot provide the needed procurement item, and so on in order from the lowest responsive and responsible bidder to the highest responsive and responsible bidder; or

c. other methodology described in the solicitation to award contracts;

2. Based on the lowest bid by category, provided:

   a. the solicitation indicates that a contract will be awarded based on the lowest bid per category;

   b. only one bidder may be awarded a contract per category;

3. Based on the lowest bid by line item, provided:

   a. the solicitation indicates that a contract will be awarded based on the lowest bid per line item, task or service;

   b. only one bidder may be awarded a contract per line item, task or service; or

4. Based on another specific objective methodology described in the solicitation, such as for primary and secondary contracts (as described below), approved by the Procurement Officer or Board of Education or its designee.

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

Utah Admin. Rules R33-12-301 (June 21, 2017)

Multiple award contracts for unidentified procurement items

An "unidentified procurement item" is a procurement item that at the time the solicitation is issued:

1. Has not been specifically identified but will be identified at some time in the future, such as an approved vendor list or approved consultant list;

2. Does not have a clearly defined project or procurement specific scope of work; and

3. Does not have a clearly defined project or procurement specific budget.

Unidentified procurement items may be procured under the applicable approved vendor list thresholds.

A request for proposals, request for statements of qualifications, or multi stage solicitation issued for a multiple award contract for unidentified procurement item(s) must specify the methodology that the District will use to determine which vendor under the multiple award contract will be selected. The methodology must include a procedure to document that the District is obtaining best value, including an analysis of cost and other evaluation criteria outlined in the solicitation.

The methodology must also ensure the fair and equitable treatment of each multiple award contract vendor, including using methods to select a vendor such as:

1. a rotation system, organized alphabetically, numerically, or randomly;

2. assigning a potential vendor or contractor to a specified geographical area;

3. classifying each potential vendor or contractor based on the potential vendor's or contractor's field or area of expertise; or

4. obtaining quotes or bids from two or more vendors or contractors.

Utah Admin. Rules R33-12-301a (June 21, 2017)

Ordering from a multiple award contract

When buying a procurement item from a multiple award contract solicited through an invitation for bids, the District shall follow the following methods, depending on how the contracts were awarded.

1. When the contracts were awarded to all bids within a specified percentage, the District will obtain a minimum of two quotes for the procurement item and place the order for the procurement item with the vendor or contractor with the lowest quoted price. (This requirement does not apply if there is only one bidder award for the particular procurement item or only one bidder is awarded per geographical area.)

2. When the contracts were awarded to all responsive and responsible bidders, the District will place the order for the procurement item with the lowest bidder on contract unless the lowest bidder cannot provide the needed procurement item, then the order may be placed with the second lowest bidder unless the second lowest bidder cannot provide the needed procurement item and on, in order, from lowest bidder to highest bidder.

3. When the contracts were awarded based on some other methodology, the District will place the order in accordance with instructions contained in the contract for the procurement item.

4. When the contracts were awarded based on the lowest bidder by category, the District will place the order for the procurement item with the bidder awarded the contract for the applicable category.

5. When the contracts were awarded based on the lowest bidder by line item, the District will place the order for the procurement item with the bidder awarded the contract for the applicable line item.

When buying a procurement item from a multiple award contract solicited through a request for proposals, the District may place orders with any vendor or contractor under contract based on which procurement item best meets the needs of the District. Contracts awarded through the request for proposals process are awarded based on best value as determined by cost and non-price criteria specified in the request for proposals. As a result, all vendors, contractors and procurement items under contract issued through a request for proposals have been determined to provide best value to the District buying from these contracts.

The District may not use a multiple award contract to steer purchases to a favored vendor or use any other means or methods that do not result in fair consideration being given to all vendors that have been awarded a contract under a multiple award.

Utah Admin. Rules R33-12-301b (June 21, 2017)

Primary and secondary contracts

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

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

Utah Admin. Rules R33-12-302 (June 21, 2017)

1.1018.03 *CONTRACT CLAUSES*

Issue Date: 5/8/14
Updated: 3/12/20
CBG

Required contract clauses

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

Utah Code § 53E-3-711 (2018)

Permissible clauses

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

Utah Code § 63G-6a-1210 (2013)

Standard terms and conditions

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

Utah Admin. Rules R33-12-201 (June 21, 2017)

Prohibited contract clauses for design professionals

A contract entered into by the District in a procurement may not require that a design professional indemnify another from liability claims that arise out of the design professional's services, unless the liability claim arises from the design professional's negligent act, wrongful act, error or omission, or other liability imposed by law. This limitation may not be waived by contract. However, a design professional may be required to indemnify a person for whom the design professional has direct or indirect control or responsibility.

Utah Code § 63G-6a-1203 (2015)

1.1019 INTERACTION WITH OTHER PROCUREMENT UNITS

1.1019.01 *AGREEMENTS WITH OTHER PROCUREMENT UNITS*

Issue Date: 5/8/14
Updated: 3/10/16
CBH

The District may enter into an agreement with one or more other procurement units to do any of the following:

1. sponsor, conduct, or administer a cooperative agreement for either the procurement of a procurement item, in accordance with this policy, or for the disposal of a procurement item;

2. cooperatively use a procurement item;

3. commonly use or share warehousing facilities, capital equipment, and other facilities;

4. provide personnel, if the receiving procurement unit pays the procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement; or

5. make available informational, technical, and other services, if (a) the requirements of the procurement unit tendering the services have precedence over the procurement unit that receives the services; and (b) the receiving procurement unit pays the expenses of the services provided, in accordance with the agreement.

Utah Code § 63G-6a-2102 (2014)

1.1019.02 *COMPLIANCE BY ONE IS COMPLIANCE FOR ALL*

Issue Date: 5/8/14
Updated; 3/10/16
CBH

When a procurement unit that administers a cooperative procurement complies with the requirements of the Utah Procurement Code, any procurement unit participating in the purchase is considered to have complied with the procurement code. However, neither the District nor any other procurement unit may enter into a cooperative procurement agreement for the purpose of circumventing the Utah Procurement Code, rules of the Procurement Policy Board, or the District's procurement policies.

Utah Code § 63G-6a-2104 (2014)

Requirements

The District may participate in, sponsor, conduct, or administer a cooperative procurement with another Utah procurement unit or another public entity in Utah, if the following requirements are met:

1. each party unit involved in the cooperative procurement enters into an agreement describing the rights and duties of each party;

2. the procurement is conducted, and the contract awarded, in accordance with the requirements of the Procurement Code, rules of the Procurement Policy Board, and the District's procurement policies;

3. the solicitation both

   a. clearly indicates that the procurement is a cooperative procurement and

   b. identifies each party that may purchase under the resulting contract; and

4. each party involved in the cooperative procurement signs a participating addendum describing its rights and obligations in relation to the resulting contract

Utah Code § 63G-6a-2105(4)(b) (2016)

1.1019.03 *PURCHASES FROM OTHER PROCUREMENT UNITS*

Issue Date: 3/10/16
CBH

The District is not required to use a standard procurement process to purchase from another procurement unit an item that the other unit itself produces or provides. This does not permit the District to obtain a procurement item under another procurement unit's contract, except as provided for with respect to State contracts below. To the extent that the District makes items that it produces or provides available for purchase by other procurement units, the District may also publish a schedule of costs or fees for those items.

Utah Code § 63G-6a-2103 (2014)

1.1019.04 *GRANTS NOT SUBJECT TO PROCUREMENT CODE*

Issue Date: 5/8/14
Updated: 3/10/16
CBH

Except for those parts which relate to unlawful conduct and penalties, the Utah Procurement Code, the rules of the Procurement Policy Board, and the District's procurement policies do not apply to grants awarded to the District.

Utah Code § 63G-6a-107(1)(b) (2016)

1.1019.05 *CONTRACTS BETWEEN PROCUREMENT UNITS NOT SUBJECT TO PROCUREMENT CODE*

Issue Date: 3/10/16
CBH

Except for those parts which relate to unlawful conduct and penalties, the Utah Procurement Code, the rules of the Procurement Policy Board, and the District's procurement policies do not apply to contracts between the District and another procurement unit.

Utah Code § 63G-6a-107(1)(c) (2016)

1.1019.06 *FEDERAL GOVERNMENT EXCEPTION TO PROCUREMENT REQUIREMENTS*

Issue Date: 5/8/14
Updated: 3/10/16
CBH

The District may contract with the federal government without going through a standard procurement process or an exception to a standard procurement process if the procurement item obtained under the contract is provided either (a) directly by the federal government and not by a person contracting with the federal government, or (b) by a person under contract with the federal government that obtained the contract in a manner that substantially complies with the Utah Procurement Code. However, the District may not obtain a procurement item under a contract held by the United States General Services Administration, unless, based upon documentation provided by the District, the Director of the State Division of Purchasing and General Services determines in writing that the United States General Services Administration procured the contract in a manner that substantially complies with the Utah Procurement Code.

Utah Code § 63G-6a-2105(4)(a), (6) (2016)

1.1019.07 *PARTICIPATING IN A STATE CONTRACT*

Issue Date: 5/8/14
Updated: 3/10/16
CBH

A "cooperative purchasing organization" is an organization, association, or alliance of purchasers established to combine purchasing power in order to obtain the best value for the purchasers by engaging in cooperative procurements in accordance with the Procurement Code. The District may obtain a procurement item from a state cooperative contract or a contract awarded by the state's chief procurement officer or that resulted from a cooperative procurement between the state's chief procurement officer and another state, a cooperative purchasing organization, or a public entity inside or outside of Utah, without signing a participating addendum if the solicitation used to obtain the contract includes a statement indicating that the resulting contract will be issued on behalf of public entities and, as applicable, nonprofit organizations and agencies of the federal government.

Utah Code § 63G-6a-104(5) (2018)
Utah Code § 63G-6a-2105(1), (2) (2016)

1.10110 RECORDS OF PROCUREMENT

1.10110.01 *RECORDS RETENTION*

Issue Date: 5/8/14
Updated: 01/03/19
CBI

The District shall retain and dispose of all procurement records in accordance with the Utah Government Records Access and Management Act ("GRAMA") and Section 3.0210.

The District's official contract file relating to each procurement shall include all written determinations required by the District's procurement policies, the rules of the Utah Procurement Policy Board, or the Utah Procurement Code.

For all procurements on which $50 or more is expended, the District shall keep written records for the longer of: six years, the time otherwise required by law, or the time provided for in rules made by the Procurement Policy Board. These written records shall be made available to the public upon request as provided by Section 3.0210. These written records shall include:

1. the name of the provider from whom the procurement was made;
2. a description of the procurement item;
3. the date of the procurement; and
4. the expenditure made for the procurement.

Utah Code § 63G-6a-2002 (2016)

1.10110.02 *RECORDS OF SMALL PURCHASE, SOLE SOURCE, AND EMERGENCY CONTRACTS*

Issue Date: 5/8/14
Updated: 01/03/19
CBI

The Board of Education or the Procurement Officer shall maintain a record of each contract made under the small purchase procurement process or under the sole source or emergency procurement exceptions to the standard procurement processes. The record shall contain each contractor's name, the amount and type of each contract, and a listing of the procurement items to which the contract relates.

Utah Code § 63G-6a-2003 (2016)

1.10110.03 *CONTRACTOR RECORDS*

Issue Date: 5/8/14
Updated: 01/03/19
CBI

The District or an audit entity under contract with the District may, at reasonable times and places, audit the books and records of a contractor or subcontractor which are related to the applicable contract or subcontract.

Utah Code § 63G-6a-1206.3 (2016)

Contractors and subcontractors shall maintain all records related to the contract or subcontract. These records shall be maintained by the contractor or subcontractor for at least six years after the final payment or until all audits initiated within the six-year period have been completed, whichever is later.

Utah Code § 63G-6a-1206.3(3), (4) (2016)

1.1020 PROCUREMENT OF CONSTRUCTION

1.1020.01 *PROCUREMENT OF CONSTRUCTION*

Issue Date: 5/8/14
CC

The policies in this subsection, 1.1020, apply to govern procurement of construction by the District. To the extent that the policies in this section differ from the District's other procurement

policies, these policies shall govern. The District's remaining procurement policies otherwise govern procurement of construction.

1.1021 SCHOOL CONSTRUCTION BIDDING

1.1021.01 *THRESHOLD FOR APPLICATION*

Issue Date: 5/8/14
CCA

The requirements of this policy apply to any project for construction of any school or alteration of any existing school plant where the total estimated accumulated building project cost exceeds $80,000. The District may not itself bid on school construction or alteration projects over the $80,000 threshold except that if no acceptable bids are received in the bidding process it may use its own resources for the project.

If the District determines in accordance with Section 1.1026 to use a construction manager/general contractor as its method of construction contracting management on projects where the total estimated accumulative cost exceeds $80,000, it shall select the construction manager/general contractor in accordance with the requirements of the Utah Procurement Code.

Utah Code § 53E-3-703(2)(a), (7), (8) (2018)

1.1021.02 *SCHOOL CONSTRUCTION BIDDING PROCESS*

Issue Date: 5/8/14
CCA

Notice

The Board of Education shall advertise for bids on the school construction or alteration project at least 10 days before the bid due date. The advertisement shall be published in a newspaper having general circulation throughout the state and in appropriate construction trade publications that offer free listings. A similar advertisement shall also be published in a newspaper published or having general circulation in any city or county that would be affected by the proposed project. In addition, the notice shall be posted for at least on 10 consecutive days before the deadline for bid submission on the District's main web site or on a state web site that is owned, managed by, or provided under contract with, the Utah Division of Purchasing and General Services.

The advertisement shall:

1. identify the District as the entity inviting the bids;
2. provide information about how to contact the District in relation to the invitation for bids;
3. state the date of the opening and closing of the invitation for bids;
4. provide information on how to obtain a copy of the invitation for bids;
5. include a general description of the building project;
6. require sealed proposals for the building project in accordance with plans and specifications furnished by the Board of Education;

7. state where and when the proposals will be opened;

8. reserve the right of the Board of Education to reject any and all proposals; and

9. require a certified check or bid bond of not less than 5% of the bid to accompany the bid.

Utah Code § 53E-3-703(2) (2018)
Utah Code § 63G-6a-112(2) (2017)

Opening and Acceptance of Bids and Award of Contract

The Board of Education shall meet at the time and place specified in the advertisement and publicly open and read all received proposals. If satisfactory bids are received, the Board of Education shall award the contract to the lowest responsible bidder.

Utah Code § 53E-3-703(3) (2018)

Rejection of all bids

If none of the proposals are satisfactory, all shall be rejected and the Board of Education shall again advertise in the manner provided in this policy. If, after advertising a second time no satisfactory bid is received, the Board of Education may proceed under its own direction with the required project.

Utah Code § 53E-3-703(3) (2018)

Required security

The check or bond required to be submitted with the bid shall be drawn in favor of the Board of Education. If the successful bidder fails or refuses to enter into the contract and furnish the additional bonds required under this section, then the bidder's check or bond is forfeited to the District.

The District shall require payment and performance bonds of the successful bidder as required in Section 1.1022.

The District may require in the proposed contract that up to 5% of the contract price be withheld until the project is completed and accepted by the Board of Education. If money is withheld, it will be placed in an interest bearing account with the interest accruing for the benefit of the contractor and subcontractors. This money shall be paid upon completion of the project and acceptance by the District.

Utah Code § 53E-3-703(4)-(6) (2018)

1.1021.03 *PROHIBITION OF BOARD MEMBER INTEREST IN SCHOOL CONSTRUCTION*

Issue Date: 5/8/14
CCA

Board members may not have a direct or indirect financial interest in the construction project contract.

Utah Code § 53E-3-703(9) (2018)

1.1022 CONSTRUCTION BONDS AND SECURITY

1.1022.01 *BID SECURITY REQUIREMENTS*

Issue Date: 5/8/14
Updated: 01/03/19
CCB

Bid security in an amount equal to at least 5% of the amount of the bid shall be required for all competitive bidding for construction contracts estimated to exceed $50,000. The Procurement Officer or Board of Education or its designee may require an acceptable bid security for construction projects of $50,000 or less. Bid security shall be a bond provided by a surety company authorized to do business in this state, the equivalent in cash, or any other form satisfactory to the District.

When a bidder fails to comply with the requirement for bid security described in the invitation for bids, the bid shall be rejected as nonresponsive unless the District determines that the failure to comply with the security requirements is nonsubstantial. Failure to submit an acceptable bid security may be deemed nonsubstantial if:

1. the bid security is submitted on a form other than the required bid bond form and the bid security meets all other requirements including being issued by a surety meeting the applicable requirements and the contractor provides acceptable bid security by the close of business of the next succeeding business day after being notified of the defective bid security; or

2. only one bid is received, and there is not sufficient time to re-solicit; or

3. the amount of the bid security submitted, though less than the amount required by the invitation for bids, is equal to or greater than the difference in the price stated in the next higher acceptable bid; or

4. the bid security becomes inadequate as a result of the correction of a mistake in the bid or bid modification, if the bidder increases the amount of guarantee to required limits within 48 hours after the bid opening.

After the bids are opened, they shall be irrevocable for the period specified in the invitation for bids, except as provided in Policy CBB. If a bidder is permitted to withdraw a bid before award, no action shall be taken against the bidder or the bid security. If the successful bidder fails or refuses to enter into the contract or furnish the additional bonds required, then the bidder's bid security may be forfeited.

When issuing an invitation for a bid, neither the Board of Education nor the Procurement Officer may require a person or entity who is bidding for a contract to obtain a bond from a specific insurance or surety company, producer, agent, or broker

Utah Code § 63G-6a-1102 (2013)
Utah Code § 63G-6a-1103(3) (2014)
Utah Admin. Rules R33-11-201 (June 21, 2017)
Utah Admin. Rules R33-11-202 (June 21, 2017)

1.1022.02 *REQUIRED BONDS*

Issue Date: 5/8/14
Updated: 01/03/19
CCB

When a construction contract is awarded by the District in excess of $50,000, the contractor to whom the contract is awarded shall deliver the following bonds or security to the District, which shall become binding on the parties upon the execution of the contract:

1. a performance bond satisfactory to the District that is in an amount equal to 100% of the price specified in the contract and is executed by a surety company authorized to do business in this state or any other form satisfactory to the District; and

2. a payment bond satisfactory to the District that is in an amount equal to 100% of the price specified in the contract and is executed by a surety company authorized to do business in this state or any other form satisfactory to the District, which is for the protection of each person supplying labor, service, equipment, or material for the performance of the work provided for in the contract.

The performance bond shall be delivered to the District within fourteen days of the contractor receiving notice of the award of the construction contract. If the contractor fails to deliver the required performance or payment bond, the contractor's bid shall be rejected, its bid security may be enforced, and award of the contract may be made to the next lowest responsive and responsible bidder or next highest ranked offer.

Neither the Board of Education nor the Procurement Officer may require a contractor to whom a contract is awarded to obtain a performance or payment bond from a specific insurance or surety company, producer, agent, or broker.

Utah Code § 63G-6a-1103 (2014)
Utah Admin. Rules R33-11-301 (June 21, 2017)
Utah Admin. Rules R33-11-303 (June 21, 2017)

1.1022.03 *FORM OF BONDS*

Issue Date: 5/8/14
Updated: 01/03/19
CCB

The form of the bonds required by this policy shall be established by rule made by the Procurement Policy Board. Any person may obtain from the District a certified copy of a bond upon payment of the cost of reproduction of the bond and postage, if any.

Utah Code § 63G-6a-1105 (2014)

1.1022.04 *WAIVER OF BONDING REQUIREMENT*

Issue Date: 5/8/14
Updated: 01/03/19
CCB

The Procurement Officer or Board of Education or its designee may waive any bonding requirement if it determines in writing that:

1. bonds cannot reasonably be obtained for the work involved;

2. the cost of the bond exceeds the risk to the District; or

3. bonds are not necessary to protect the District's interests.

If the District fails to obtain a payment bond it may become liable for unpaid amounts as provided by Utah Code § 14-1-19.

Utah Admin. Rules R33-11-303 (June 21, 2017)

1.1023 LIMITATION ON CHANGE ORDERS

1.1023.01 *LIMITATION ON CHANGE ORDERS*

Issue Date: 5/8/14
Updated: 3/10/16
CCC

A "change order" is a written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of a contract, upon mutual agreement of the parties to the contract.

Under a construction contract, a change order that increases the contract amount may not be made without prior written certification that the change order is within the determined project or contract budget by either the Business Administrator or another administrator who is responsible for monitoring and reporting upon the status of the costs of the total project or contract budget.

A change order which will result in an increase in the total project or contract budget may not be made, unless either:

1. sufficient funds are added to the project contract or budget, or

2. the scope of the project or contract is adjusted to permit the degree of completion feasible within the total project or contract budget as it existed before the change order under consideration.

Utah Code § 63G-6a-103(10) (2018)
Utah Code § 63G-6a-1207 (2012)

1.1024 DRUG AND ALCOHOL TESTING FOR CONSTRUCTION PROJECTS

1.1024.01 *DEFINITIONS*

Issue Date: 5/8/14
CCD

The following definitions apply in this policy:

"Contractor" means a person who is or may be awarded a District construction contract.

"Covered individual" means an individual who:

1. on behalf of a contractor or subcontractor provides services directly related to design or construction under a District construction contract, and

2. is in a safety sensitive position, including a design position that has responsibilities that directly affect the safety of an improvement to real property that is the subject of a District construction contract.

"Drug and alcohol testing policy" means a policy under which a contractor or subcontractor tests a covered individual to establish, maintain, or enforce the prohibition of:

1. the manufacture, distribution, dispensing, possession, or use of drugs or alcohol, except the medically prescribed possession and use of a drug, or

2. the impairment of judgment or physical abilities due to the use of drugs or alcohol.

"Random testing" means that a covered individual is subject to periodic testing for drugs and alcohol in accordance with a drug and alcohol testing policy and on the basis of a random selection process.

"District construction contract" means a contract for design or construction entered into by the District.

See Utah Code § 63G-6a-1303 (2013)

1.1024.02 *DISTRICT MAY REQUIRE DRUG AND ALCOHOL TESTING FOR CONSTRUCTION CONTRACTS*

Issue Date: 5/8/14
CCD

As set forth in this policy, the District may determine to require contractors on construction contracts to implement drug and alcohol testing by requiring that the contractor demonstrate that the contractor:

1. has and will maintain a drug and alcohol testing policy during the period of the District construction contract that applies to the covered individuals hired by the contractor;

2. posts in one or more conspicuous places notice to covered individuals hired by the contractor that the contractor has the drug and alcohol testing policy;

3. subjects the covered individuals to random testing under the drug and alcohol testing policy if at any time during the period of the District construction contract there are 10 or more individuals who are covered individuals hired by the contractor; and

4. requires that as a condition of contracting with the contractor, a subcontractor meets these same requirements.

In determining whether to include a drug and alcohol testing requirement in a construction contract, the District may consider any relevant considerations, including whether imposing the requirement would jeopardize the receipt of federal funds, cause the construction contract to be a sole source contract, cause the state construction contract to be an emergency procurement, or impose an undue burden on contractors in light of the size of the project and the composition of the contractors likely to bid on the project. If a testing requirement is imposed and a contractor or subcontractor meets that requirement, this policy does not prevent a contractor or subcontractor from imposing or implementing any other lawful provision as part of a drug and alcohol testing policy. Drug and alcohol testing by contractors and subcontractors shall comply with the requirements of Title 34, Chapter 38 of the Utah Code, which sets out requirements relating to drug and alcohol testing by private employers.

Utah Code § 63G-6a-1303(2), (8) (2013);

Utah Code § 34-38-1 et seq. (2010)

1.1024.03 *CONTRACTOR FAILURE TO COMPLY WITH TESTING REQUIREMENTS*

Issue Date: 5/8/14
CCD

Subject to any rules issued by the Procurement Policy Board, if a contractor or subcontractor fails to comply with a testing requirement imposed under this policy, the contractor or subcontractor may be suspended or debarred in accordance with the Utah Procurement Code and the District's procurement policies. However, in such instance, the contractor or subcontractor shall be provided a process which includes reasonable notice and opportunity to cure a violation of the testing requirement before suspension or debarment in light of the circumstances of the District construction contract or the violation. In addition, a contractor is not subject to penalties for the failure of a subcontractor to comply with a testing requirement.

The failure of a contractor or subcontractor to comply with a testing requirement imposed under this policy may not be the basis for a protest or other action from a prospective bidder, offeror, or contractor or any appeal pursuant to the District's procurement policies. In addition, such failure may not be used by the District, a prospective bidder, an offeror, a contractor, or a subcontractor as a basis for an action that would suspend, disrupt, or terminate the design or construction under a District construction contract.

Utah Code § 63G-6a-1303(3), (5) (2013)

1.1024.04 *LIMITATION OF DISTRICT RESPONSIBILITY FOR TESTING*

Issue Date: 5/8/14
CCD

After the District enters into a District construction contract which contains a testing requirement, the District is not required to audit, monitor, or take any other action to ensure compliance with such requirement. In addition, the District is not liable in any action related to this policy, including not being liable in relation to:

1. a contractor or subcontractor having or not having a drug and alcohol testing policy;
2. failure to test for a drug or alcohol under a contractor's or subcontractor's drug and alcohol testing policy;
3. the requirements of a contractor's or subcontractor's drug and alcohol testing policy;
4. a contractor's or subcontractor's implementation of a drug and alcohol testing policy, including procedures for collection of a sample, testing of a sample, evaluation of a test, or disciplinary or rehabilitative action on the basis of a test result;
5. an individual being under the influence of drugs or alcohol; or
6. an individual under the influence of drugs or alcohol harming another person or causing property damage.

Utah Code § 63G-6a-1303(6) (2013)

1.1025 CONSTRUCTION MANAGEMENT METHODS

1.1025.01 *SELECTION OF CONSTRUCTION MANAGEMENT METHODS*

Issue Date: 5/8/14
Updated; 3/10/16
CCE

Subject to rules issued by the Procurement Policy Board, the Board of Education or the Procurement Officer may select the appropriate method of construction contracting management for a particular District construction project. The Board of Education or the Procurement Officer shall include in the contract file a written statement describing the facts which led to the selection of a particular method of construction contracting management for a particular project.

Utah Admin. Rules R33-13-204 (June 21, 2017)

Before choosing a construction contracting management method, the Board of Education or the Procurement Officer shall carefully assess the project requirements and at a minimum shall consider the following factors:

1. when the project must be ready to be occupied;
2. the type of project (for example, school facilities, offices, support facilities);
3. the extent to which the requirements of the District and the way they are to be met are known;
4. the location of the project;
5. the size, scope, complexity, and economics of the project;
6. the amount, type, and source of funding and any resulting constraints necessitated by the funding source;
7. the availability, qualification, and experience of District personnel to be assigned to the project and the amount of time that the District personnel can devote to the project;
8. the availability, qualifications, and experience of outside consultants and contractors to complete the project under the various methods being considered.
9. the results achieved on similar past projects and the methods used on those projects; and
10. the comparative advantages and disadvantages of the construction contracting method and how methods might be adapted or combined to fulfill the District's needs.

Utah Code § 63G-6a-1302(2), (3) (2013)
Utah Admin. Rules R33-13-203(3) (June 21, 2017)

Common Construction Management Methods

The following descriptions are provided for the more common construction contracting management methods which may be used by the District. The methods described are not all mutually exclusive and may be combined on a project. These descriptions are not intended to be fixed in respect to all construction projects. In each project, these descriptions may be adapted to fit the circumstances of that project.

1. Single Prime (General) Contractor. The single prime contractor method is typified by one business, acting as a general contractor, contracting with the District to timely complete an entire construction project in accordance with drawings and specifications provided by the District. Generally the drawings and specifications are prepared by an architectural or engineering firm under contract with the District. Further, while the general contractor may

take responsibility for successful completion of the project, much of the work may be performed by specialty contractors with whom the prime contractor has entered into subcontracts.

2. Multiple Prime Contractors. Under the multiple prime contractor method, the District contracts directly with a number of general contractors or specialty contractors to complete portions of the project in accordance with the District's drawings and specifications. The District may have primary responsibility for successful completion of the entire project, or the contracts may provide that one or more of the multiple prime contractors has this responsibility.

3. Design-Build. In a design-build project, an entity, often a team of a general contractor and a designer, contract directly with the District to meet the District's requirements as described in a set of performance specifications and/or a program. Design responsibility and construction responsibility both rest with the design-build contractor. This method can include instances where the design-build contractor supplies the site as part of the package.

4. Construction Manager Not at Risk. A construction manager is a person experienced in construction that has the ability to evaluate and to implement drawings and specifications as they affect time, cost, and quality of construction and the ability to coordinate the construction of the project, including the administration of change orders as well as other responsibilities as described in the contract.

5. Construction Manager/General Contractor (Construction Manager at Risk). The District may contract with the construction manager early in a project to assist in the development of a cost effective design. In a Construction Manager/General Contractor (CM/GC) method, the CM/GC becomes the general contractor and is at risk for all the responsibilities of a general contractor for the project, including meeting the specifications, complying with applicable laws, rules and regulations, that the project will be completed on time and will not exceed a specified maximum price.

Utah Admin. Rules R33-13-203(5) (June 21, 2017)

1.1025.02 *CONSTRUCTION MANAGER / GENERAL CONTRACTOR*

Issue Date: 5/8/14
Updated; 3/10/16
CCE

Subject to rules of the Procurement Policy Board and subject to this policy, the District may use a construction manager/general contractor as one method of construction contracting management. The construction manager/general contractor shall be selected using a standard procurement process or a valid exception to a standard process. In addition, when entering into a subcontract that was not specifically included in the construction manager/general contractor's cost proposal, the construction manager/general contractor shall procure the subcontractor by using a standard procurement process or a valid exception to a standard process in the same manner as if the subcontract work was procured directly by the District. A construction manager/general contractor contract may include provision by the contractor of operations, maintenance, or financing.

Utah Code § 63G-6a-1302(4), (5), (8) (2013)
Utah Admin. Rules R33-13-205(1), (2) (June 21, 2017)

1.1025.03 *DESIGN-BUILD CONTRACT*

Issue Date: 5/8/14
CCE

Subject to rules of the Procurement Policy Board and subject to this policy, the District may use a design-build provider as one method of construction contracting management. A design-build contract may include a provision for obtaining the site for the construction project. A design-build contract may include provision by the contractor of operations, maintenance, or financing.

Utah Code § 63G-6a-1302(6), (7) (2013)

1.1026 PROCUREMENT OF DESIGN PROFESSIONAL SERVICES

1.1026.01 *GENERAL POLICY*

Issue Date: 5/8/14
Updated: 01/03/19
CCF

The District shall publicly announce all design professional services through a request for statement of qualifications and shall negotiate contracts for such services on the basis of demonstrated competence and qualification for the type of services required and at fair and reasonable prices. Such services shall be procured as provided in this policy except as otherwise provided in Section 1.1010regarding vendor qualification, Section 1.1014 regarding small purchase procurement, and Section 1.1015 regarding sole source and emergency procurement. This policy does not apply to the hiring of an architect or engineer as an employee of the District.

See Utah Code § 63G-6a-1502 (2016)

1.1026.02 *REQUEST FOR STATEMENT OF QUALIFICATIONS*

Issue Date: 5/8/14
Updated: 01/03/19
CCF

In procuring design professional services, the Board of Education or the Procurement Officer shall issue a request for statement of qualifications and encourage design professionals engaged in the lawful practice of that profession to submit a statement of qualifications.

Utah Code § 63G-6a-1502 (2016)
Utah Code § 63G-6a-1503(1) (2015)

The request for statement of qualifications shall state the type of procurement item to which the request relates, the scope of the work to be performed, the instructions and the deadline for responding to the request, and the criteria to be used to evaluate statements of qualifications.

Utah Admin. Rules R33-15-301 (June 21, 2017)

The District may establish criteria in a request for statement of qualifications by which the qualifications of a design professional, as set forth in a statement of qualifications, will be evaluated, including:

1. basic information about the design professional;

2. the design professional's work history and experience;

3. qualifications, licenses and certifications;

4. management and staff;

5. applicable performance ratings earned by the design professional or references for similar work;

6. any quality assurance or quality control plan;

7. the quality of the design professional's past work product;

8. the time, manner of delivery, and schedule of delivery of the design professional services;

9. the design professional's financial solvency or financial statements;

10. any management plan for the project, including key personnel and sub-consultants for the project; and

11. other project specific criteria that the District establishes.

A request for statement of qualifications may not include a request for a price or a cost component for the design professional services.

Utah Code § 63G-6a-1502.5 (2015)
Utah Admin. Rules R33-15-301(2)(a)(iv) (June 21, 2017)

1.1026.03 *SELECTION COMMITTEE*

Issue Date: 5/8/14
Updated: 01/03/19
CCF

The District shall establish an evaluation committee for design professional services procurements. The evaluation committee shall consist of at least three members, at least one of which is well-qualified in the profession of architecture or engineering. The District shall ensure that committee members:

1. do not have any conflict of interest with any of the design professionals under consideration;

2. can fairly evaluate each statement of qualifications;

3. do not contact or communicate with any of the design professionals under consideration about the request for qualifications outside of the official evaluation process (from the issuance of the request until the selection is made), and

4. conduct the evaluation in a manner that ensures a fair and competitive process and avoids the appearance of impropriety.

Utah Code § 63G-6a-1503(3) (2015)
Utah Admin. Rules R33-15-201 (June 21, 2017)

The evaluation committee shall

1. evaluate current statements of qualifications and performance data on file with the District, together with those that may be submitted by other design professionals in response to the announcement of a proposed contract;

2. consider no fewer than three design professionals; and

3. based upon criteria established and published by the District, select no less than three of the design professionals considered to be the most highly qualified to provide the services required.

Utah Code § 63G-6a-1503(4) (2015)

Evaluation process

The evaluation committee shall evaluate and score each responsive statement of qualifications that has not been eliminated from consideration using the criteria described in the request for statement of qualifications. Criteria not described in the request for statement of qualifications may not be used to evaluate a statement of qualifications.

An evaluation committee may enter into discussions or conduct interviews with, or attend presentations by, the design professionals whose statements of qualifications are under consideration.

The evaluation committee shall rank the top three highest scoring design professionals, in order of their scores, for the purpose of entering into fee negotiations as provided below.

If fewer than three responsible design professionals submit statements of qualifications that are determined to be responsive but the District determines that it is in the best interest of the District to continue the fee negotiation and the contracting process with less than three design professionals, the Procurement Officer or Board of Education or its designee shall issue a written determination explaining the basis for this determination.

The deliberations of an evaluation committee may be held in private; however, if the evaluation committee is a public body under the Utah Open and Public Meetings Act, the evaluation committee shall comply with the Act in closing a meeting for its deliberations.

Utah Code § 63G-6a-1503.5 (2016)

Restriction regarding public entities

If the District issues a request for statement of qualifications to procure design professional services and provides public notice of the request, a public entity inside or outside of Utah may not submit a statement of qualifications and the District may not award the contract to perform the design professional services to a public entity. This restriction does not apply to contracts for design professional services related to research activities or technology transfer.

Utah Code § 63G-6a-1506 (2015)

1.1026.04 *DETERMINATION OF COMPENSATION*

Issue Date: 5/8/14
Updated: 3/10/16
CCF

The Procurement Officer shall award a contract to the qualified design professional whose statement of qualifications was awarded the highest score by the evaluation committee at compensation that the Procurement Officer determines, in writing, to be fair and reasonable to the District. In making that determination, the Procurement Officer shall take into account the estimated value, scope, and professional nature of the services and the complexity of the project or services.

If the Procurement Officer is unable to agree to a satisfactory contract with the highest scoring design professional, at a price the Procurement Officer determines to be fair and reasonable to the

District, the Procurement Officer shall formally terminate discussions with that design professional and undertake discussions with the second highest scoring, qualified design professional. If the Procurement Officer is unable to agree to a satisfactory contract with the second highest scoring design professional, at a price the Procurement Officer determines to be fair and reasonable to the District, the Procurement Officer shall formally terminate discussions with that design professional and undertake discussions with the third highest scoring, qualified design professional. If the Procurement Officer is unable to award a contract at a fair and reasonable price to any of the highest scoring design professionals, the Procurement Officer shall select additional design professionals and continue discussions in accordance with this section until an agreement is reached.

Utah Code § 63G-6a-1505 (2015)

1.1027 CONSTRUCTION REQUIREMENTS

1.1027.01 *PRE-CONSTRUCTION REQUIREMENTS*

Issue Date: 5/8/14

1. Before any District construction project begins, the District shall obtain a construction project number from the Utah State Office of Education and complete and submit construction project identification forms provided by the Utah State Office of Education for all projects which exceed $99,999 in cost.

2. All District plans and specifications shall be approved by a certified plans examiner before any District construction project begins.

3. Prior to developing plans and specifications for a new public school, or the expansion of an existing public school, the District shall coordinate with affected local government land use authorities and utility providers to:

    a. ensure that the siting or expansion of a school in the intended location will comply with applicable local general plans and land use laws and will not conflict with entitled land uses;

    b. ensure that all local government services and utilities required by the school construction activities can be provided in a logical and cost-effective manner;

    c. avoid or mitigate existing and potential traffic hazards, including consideration of the impacts between the new school and future roadways;

    d. maximize school, student and site safety.

4. Prior to developing plans and specifications for a new public school, or the expansion of an existing school, the District shall coordinate with local health departments and the State Fire Marshal.

5. The District shall maintain documentation for audit purposes of coordination, meetings, and agreements.

Utah Code § 10-9a-305(5) (2011)
Utah Code § 17-27a-305(5) (2011)
Utah Admin. Rules R277-471-3, -4 (July 8, 2008)

1.1027.02 *SCHOOL DISTRICT BUILDING OFFICIAL*

Issue Date: 5/8/14

The Board shall appoint a School District Building Official (SDBO) who has direct administrative and operational control of all construction, renovation, and inspection of the District's facilities and shall provide in writing the name of the SDBO to the Utah State Office of Education. The SBDO and other District personnel shall act consistent with the Utah State Office of Education Resource Manual on school building construction and inspections.

The SDBO shall:

1. Monitor school district building construction to ensure compliance with the applicable provisions of the Code, including all statutes and administrative rules which control the construction, renovation, and inspection of Utah public school buildings.

2. Render interpretations of the Code for the District. Such interpretations shall be in conformance with the intent and purpose of the Code.

For all District projects that exceed $99,999, the SDBO shall:

1. submit inspection summary reports monthly to the Utah State Office of Education;

2. submit inspection summary reports monthly to the appropriate local government entity building official;

3. submit inspection certificates to the Utah State Office of Education and appropriate local government entity building official;

4. maintain all submitted documentation at a designated school district location for auditing or monitoring;

5. identify in the monthly summary reports and provide to the Utah State Office of Education and local government entity building official the total number of inspections with the name, state license number, and disciplines of each inspector performing the building inspections;

6. ensure that each inspector is adequately and appropriately credentialed;

7. sign the final certificate of inspection and verification form, certifying all inspections were completed in compliance with the law and this rule;

8. send the final inspection certification and inspection verification certifying that all inspections were completed in accordance with the Code to the Utah State Office of Education and to the appropriate local government entity building official upon completion of the project; and

9. provide, on a monthly basis during construction, a copy of each inspection certificate and a monthly inspection summary regarding the school building to the Superintendent and to the appropriate local governmental entity building official where the building is located.

Utah Code § 10-9a-305(7) (2011)
Utah Code § 17-27a-305(7) (2011)
Utah Admin. Rules R277-471-3, -6 (July 8, 2008)

1.1027.03 *CONSTRUCTION INSPECTION*

Issue Date: 5/8/14

The District may employ one of three methods for school construction inspection:

1. an independent, properly licensed and certified building inspector;

    a. The independent building inspector shall:

        i. not be an employee of the architect, contractor or any subcontractor on the project;

        ii. be approved by the applicable local government or school district building inspector; and

        iii. be properly licensed and certified to perform all of the inspections that the inspector is required to perform.

a properly licensed and certified building inspector, employed by the school district; or

a properly licensed and certified building inspector approved by the local jurisdiction in which the construction activity occurs.

Utah Code § 10-9a-305(7) (2011)
Utah Code § 17-27a-305(7) (2011)
Utah Admin. Rules R277-471-6 (July 8, 2008)

1.1027.04 *PERMANENT OCCUPANCY CERTIFICATE*

Issue Date: 5/8/14

The District shall seek a certificate authorizing permanent occupancy of the school building from the State Superintendent of Public Instruction. The District may issue its own certificate authorizing permanent occupancy of a school building if it used a building inspector employed by the public school district for inspection of the school building.

Upon the District's filing of the certificate of inspection verification and requesting the issuance of a certificate authorizing permanent occupancy of the school building with the Utah State Office of Education, the District shall be entitled to temporary occupancy of the school building for a period up to ninety (90) days, beginning on the date the request is filed, if the District has complied with all applicable fire and life safety code requirements.

A certificate authorizing permanent occupancy issued by the State Superintendent of Public Instruction shall be considered to satisfy any municipal or county requirement(s) for an inspection or a certification of occupancy.

Utah Code § 10-9a-305(8)(e) (2011)
Utah Code § 17-27a-305(8)(e) (2011)
Utah Admin. Rules R277-471-6 (July 8, 2008)

1.1027.05 *MUNICIPALITY AND COUNTY REQUIREMENTS*

Issue Date: 5/8/14

A municipality or county may, at its discretion, schedule a time with District officials to:

1. provide a walk-through of school construction at no cost and at a time convenient to the school district or charter school; and

2. provide recommendations based on the walk-through.

A municipality or county may not:

1. require the District to landscape, fence, make aesthetic improvements, use specific construction methods or materials, impose requirements for buildings used only for educational purposes, or place limitations prohibiting the use of temporary classroom facilities on school property. All temporary classroom facilities shall be properly inspected to meet the Code;

2. require the District to participate in the cost of any roadway or sidewalk, or a study of the impact of a school on a roadway or sidewalk, that is not reasonably necessary for the safety of school children and not located on or contiguous to school property, unless the roadway or sidewalk is required to connect an otherwise isolated public school or an existing roadway;

3. require the District to pay fees not authorized under 10-9a-305 or 17-27a-305;

4. require inspection of school construction or assess a fee or other charges for inspection, unless the District is unable to provide for inspection by properly licensed and certified inspectors, other than the project architect, contractor or subcontractors;

5. require the District to pay any impact fee for an improvement project unless the impact fee is imposed pursuant to the Impact Fees Act;

6. impose regulations upon the location of a public school project except as necessary to avoid unreasonable risks to health or safety of students; or

7. for a use or structure that is a support facility rather than an educational facility, impose a regulation that is not imposed on similar uses or structures in the same zone, or a regulation that uses the tax exempt status of the District as a criterion for regulating the use or the location of the structure.

Utah Code § 10-9a-305(4), (6) (2011)
Utah Code § 17-27a-305(4), (6) (2011)
Utah Admin. Rules R277-471-6 (July 8, 2008)

1.1027.06 *CONTRACTOR OVERSIGHT*

Issue Date: 3/10/16
CBJ

Audits

The District may, at reasonable times and places, audit or cause to be audited by an independent third party firm, by another procurement unit, or by an agent of the District, the books, records, and performance of a contractor, prospective contractor, subcontractor, or prospective subcontractor.

Utah Code § 63G-6a-1206.3(3), (4) (2016)

Inspections

The District may enter a contractor's or subcontractor's manufacturing / production facility or place of business to:

1. inspect procurement items for acceptance by the District pursuant to the terms of a contract;

2. audit cost or pricing data or audit the books and records of any contractor or subcontractor; and

3. investigate in connection with an action to debar or suspend a person from consideration for award of contracts.

Utah Admin. Rules R33-12-702 (June 21, 2017)

Circumstances under which the District may perform inspections include inspections of the contractor's manufacturing/production facility or place of business, or any location where the work is performed, to determine:

1. whether the definition of "responsible", as defined in the Procurement Code and in the solicitation documents, has been met or are capable of being met; and

2. if the contract is being performed in accordance with its terms.

Utah Admin. Rules R33-12-701 (June 21, 2017)

In addition, contracts may provide that the District may inspect procurement items at the contractor's or subcontractor's facility and perform tests to determine whether the procurement items conform to solicitation and contract requirements.

Utah Admin. Rules R33-12-703 (June 21, 2017)

Inspections or tests shall be performed so as not to unduly delay the work of the contractor or subcontractor. No inspector may change any provision of the specifications or the contract without written authorization of the Procurement Officer or Board of Education or its designee. The presence or absence of an inspector or an inspection, shall not relieve the contractor or subcontractor from any requirements of the contract.

When an inspection is made, the contractor or subcontractor shall provide without charge all reasonable facilities and assistance for the safety and convenience of the person performing the inspection or testing.

Utah Admin. Rules R33-12-704 (June 21, 2017)

1.1030 PROCUREMENT APPEALS AND OVERSIGHT

1.1030.01 *PROCUREMENT OVERSIGHT AND APPEALS*

Issue Date: 5/8/14
CD

The policies in Subsection 1.1030 set forth the procedures for protests relating to procurement decisions, appeals of protest decisions, the authority of the Procurement Officer, and improper actions and violations relating to procurement.

1.1031 PROCUREMENT PROTESTS

1.1031.01 *DEFINITIONS*

Issue Date: 5/8/14
Updated: 4/11/19

A “protestor” is a person who files a protest.

A “hearing” is a proceeding in which evidence (which may include oral testimony) or argument relevant to a protest is presented to a protest officer in connection with the protest officer’s determination of an issue of fact or law or both.

“Standing” means to have suffered an injury or harm or to be about to suffer imminent injury or harm, if the following are also satisfied:

1. the cause of the injury or harm is:

    a. an infringement of the protestor’s own right and not the right of another person who is not a party to the procurement, and

    b. reasonably connected to the District’s conduct, and

    c. the sole reason the protestor is not considered, or is no longer considered, for an award of a contract under the procurement that is the subject of the protest, and

2. a decision on the protest in favor of the protestor

    a. is likely to redress the injury or harm and

    b. would give the protestor a reasonable likelihood of being awarded a contract, and

3. the protestor has the legal authority to file the protest on behalf of the actual or prospective bidder or offeror or prospective contractor involved in the procurement that is the subject of the protest.

“Constructive knowledge” means knowledge or information that a protestor would have if the protestor had exercised reasonable care or diligence, regardless of whether the protestor actually has the knowledge or information. Such knowledge includes knowledge of:

1. applicable provisions of the Procurement Code, Procurement Policy Board rules, and the District’s procurement policies,

2. instructions, criteria, deadlines, and requirements contained in the solicitation or in other documents made available to persons interested in the solicitation or provided in a mandatory pre-solicitation meeting,

3. relevant facts and evidence supporting the protest or leading the protestor to contend that the protestor has been aggrieved in connection with a procurement,

4. communications or actions, pertaining to the procurement, of all persons within the protestor's organization or under the supervision of the protestor, and

5. any other applicable information discoverable by the exercise of reasonable care or diligence.

Utah Code § 63G-6a-1601.5(1), (2), (4), (5) (2017)

The “Protest Officer” for the District is _____, or another employee of the District designated by the Board of Education, or such other person as is designated by rule of the Procurement Policy Board.

Utah Code § 63G-6a-103(62) (2018)

The “protest appeal record” includes (1) a copy of the protest officer’s written decision; (2) all documentation and evidence the protest officer relied on in reaching the decision; (3) the recording

of the hearing (if a hearing was held); (4) a copy of the written protest; and (5) all documentation and other evidence submitted by the protestor.

Utah Code § 63G-6a-1601.5(3) (2017)

1.1031.02 *PARTIES WHO MAY PROTEST*

Issue Date: 5/8/14
Updated: 4/11/19

A protest may be filed with the Protest Officer by a person who has standing and who is aggrieved in connection with a procurement or an award of a contract.

Utah Code § 63G-6a-1602(1) (2017)

A person filing a protest may be asked to verify that the person has legal authority to file a protest when doing so on behalf of a corporation (public or private), governmental entity, sole proprietorship, partnership, or unincorporated association.

Utah Admin. Rules R33-16-201 (June 201, 2017)

1.1031.03 *FILING PROTEST*

Issue Date: 5/8/14
Updated: 3/10/16

Timing

In general, a protest must be filed before the opening of bids (if it relates to bidding) or the solicitation deadline (if it relates to another standard procurement process). If the protest relates to a multiple-stage procurement process, then it must be filed before the closing of the stage which is the subject of the protest.

However, these deadlines do not apply if the protestor did not know or have constructive knowledge of the facts giving rise to the protest before the deadline expired. In those cases, the protest must be filed within seven days after the date the person first knew or had constructive knowledge of the facts giving rise to the protest.

If the protest does not relate to a standard procurement process, then the protest must be filed within seven days after the date the person first knew or had constructive knowledge of the facts giving rise to the protest.

The deadlines for filing a protest may not be modified.

A person who fails to timely file a protest under this section may not protest to the Protest Officer a solicitation or award of a contract, or file an action or appeal challenging a solicitation or award of a contract before an appeals panel, a court, or any other forum.

Utah Code § 63G-6a-1602(2), (3), (7) (2017)

Contents

A person who files a protest under this section shall include in the filing document the protestor's mailing address and email address and a concise statement of the grounds upon which the protest is made. The statement of grounds for the protest must include the relevant facts and evidence

leading the protestor to contend that a grievance has occurred, including but not limited to specifically referencing:

1. An alleged violation of the Utah Procurement Code;

2. An alleged violation of Utah Administrative Rules Title 33 or other applicable rule;

3. A provision of the solicitation allegedly not being followed;

4. A provision of the solicitation which is alleged to be ambiguous, confusing, contradictory, unduly restrictive, erroneous, anticompetitive, or unlawful;

5. An alleged error made by the evaluation committee or the District;

6. An allegation of bias by the evaluation committee or an individual committee member; or

7. A scoring criterion allegedly not being correctly applied or calculated.

Utah Admin. Rules R33-16-101a(2)(a) (June 21, 2017)
Utah Code § 63G-6a-1602(4)(a) (2017)

The "facts" alleged must be specific enough to enable the protest officer to determine, if such facts are proven to be true, whether a legitimate basis for the protest exists.

Utah Admin. Rules R33-16-101a(2)(b) (June 21, 2017)

None of the following qualify as a concise statement of the grounds for a protest:

1. claims made after the opening of bids or closing date of proposals that the specifications, terms and conditions, or other elements of a solicitation are ambiguous, confusing, contradictory, unduly restrictive, erroneous, or anticompetitive;

2. vague or unsubstantiated allegations that do not reference specific facts including, but not limited to, vague or unsubstantiated allegations such as that:

    a. the protestor should have received a higher score or another vendor should have received a lower score;

    b. a service or product provided by a protestor is better than another vendor's service or product;

    c. another vendor cannot provide the procurement item for the price bid or perform the services described in the solicitation;

    d. the electronic procurement system used by the District was slow, not operating properly, was difficult to understand, could not be accessed or did not allow documents to be downloaded, or did not allow a response to be submitted after the submittal deadline expired;

    e. the protestor did not receive individual notice of a solicitation or was unaware of the solicitation (where the District has complied with the public notice requirements); or

    f. District officials, or the evaluation committee, or any committee member acted in a biased or discriminatory manner against the protestor; or

3. a request for:

a. a detailed explanation of the thinking and scoring of evaluation committee members, beyond the official justification statement;

b. protected information beyond what is provided under the disclosure provisions of the Utah Procurement Code; or

c. other information, documents, or explanations reasonably deemed to be not in compliance with the Utah Code or this Policy by the protest officer.

Utah Admin. Rules R33-16-101a(2)(c) (June 21, 2017)

Dismissal for non-conforming protest

The protest officer may dismiss a protest if the concise statement of the grounds for the protest does not comply with the requirements set forth above.

Utah Code § 63G-6a-1603(1) (2017)
Utah Admin. Rules R33-16-101a(4) (June 21, 2017)

Effect of timely protest and continuation despite protest or appeal

The District may not proceed further with the solicitation or with the award of the contract while there is a pending protest and until all administrative and judicial remedies relating to the protest are exhausted (such as appeals to the Procurement Policy Board or further appeal to a court). However, the District may proceed with solicitation or award despite a pending protest or further proceeding if the District, after consulting with the District's attorney, determines in writing that award of the contract without delay is in the best interest of the District.

Utah Code § 63G-6a-1903 (2016)

1.1031.04 *INTERVENTION IN A PROTEST*

Issue Date: 3/10/16
Updated: 4/11/19
CDA

Time to file motion to intervene

After a timely protest is filed, the Protest Officer shall notify awardees of the subject procurement and may notify others of the protest. A motion to intervene must be filed with the Protest Officer no later than ten days from the date such notice is sent by the Protest Officer. Only those motions to intervene made within this prescribed time will be considered timely, and late motions shall be denied. The District and those who are the intended beneficiaries of the procurement are automatically considered a party of record and need not file any motion to intervene. A copy of the motion to intervene shall also be mailed or emailed to the person protesting the procurement.

Form of motion to intervene

Any motion to intervene must state, to the extent known, the position taken by the person seeking intervention and the basis in fact and law for that position. A motion to intervene must also state the person's interest in sufficient factual detail to demonstrate that:

4. the person seeking to intervene has a right to participate which is expressly conferred by statute or by rule, order, or other administrative action;

5. the person seeking to intervene has or represents an interest which may be directly affected by the outcome of the proceeding, including any interest as a:

a. consumer;

b. customer;

c. competitor;

d. security holder of a party; or

e. person whose participation is in the public interest.

Ruling on motion to intervene

If no written objection to the timely motion to intervene is filed with the Protest Officer within seven calendar days after the motion to intervene is received by the protesting person, the person seeking intervention becomes a party at the end of this seven-day period. If an objection is timely filed, the person seeking intervention becomes a party only when the motion is expressly granted by the Protest Officer based on a determination that a reason for intervention exists as stated in this policy. Notwithstanding any provision of this policy, an awardee of the procurement that is the subject of a protest will not be denied their motion to intervene, regardless of its content, unless it is untimely filed.

Utah Admin. Rules R33-16-301 (June 21, 2017)

1.1031.05 *DETERMINATION ON PROTEST*

Issue Date: 5/8/14
Updated: 4/11/19
CDA

Authority to resolve

A Protest Officer, or the Board of Education or its designee, may enter into a settlement agreement to resolve a protest.

Utah Code § 63G-6a-1602(8) (2017)

At any time during the protest process, if it is discovered that a procurement is out of compliance with any part of the Utah Procurement Code or governing regulations, including errors or discrepancies, the Protest Officer or Board of Education or its designee may take administrative action to correct or amend the procurement to bring it into compliance, correct errors or discrepancies or cancel the procurement.

Utah Code § 63G-6a-106(4)(e) (2016)
Utah Admin. Rules R33-16-401 (June 21, 2017)

Process for determining the protest

After a protest is filed, the protest officer shall first determine whether the protest is timely and fully complies with the content requirements set forth above. The protest officer shall, without holding a hearing, dismiss any protests which are not timely or which do not fully comply with the content requirements.

If the protest is timely and compliant, then the protest officer shall:

1. dismiss the protest without holding a hearing if the protest officer determines that it alleges facts that, if true, do not provide an adequate basis for the protest; or

2. uphold the protest without holding a hearing if the protest officer determines that the undisputed facts of the protest indicate that it should be upheld; or

3. hold a hearing on the protest, following the procedures below, if there is a genuine issue of material fact or law that needs to be resolved in order to determine whether it should be upheld.

The fact that a Protest Officer holds a hearing, considers a protest, or issues a written decision does not affect a person's right to, at a later date, question or challenge the Protest Officer's jurisdiction to hold the hearing, consider the protest, or render the decision. A Protest Officer's determination of facts relating to a protest is final and conclusive on appeal unless shown to be arbitrary and capricious or clearly erroneous.

Utah Code § 63G-6a-1603(1), (2), (3), (4)(e), (10) (2017)

Protest records

The Protest Officer shall record each protest hearing. Regardless of whether a hearing is held, the Protest Officer shall preserve all records and other evidence relied upon in reaching the written decision. Such records may not be destroyed until the decision, and any appeal of the decision, becomes final. The Protest Officer shall submit the protest appeal record to the Procurement Policy Board within seven days after (a) notice of an appeal of the decision or (b) a request from the chair of the Procurement Policy Board.

Utah Code § 63G-6a-1603(4)(d) (2017)

Hearing process

For purposes of a protest hearing, the Protest Officer may subpoena witnesses and compel their attendance, may subpoena documents for production at the hearing, may obtain additional factual information, and may obtain testimony from experts, the person filing the protest, representatives of the District, or others. The Rules of Evidence do not apply to a protest hearing. The deliberations of the Protest Officer may be held in private.

Utah Code § 63G-6a-1603(4), (5)(a) (2017)

Written determination

A Protest Officer shall promptly issue a written decision regarding any protest that is not settled by mutual agreement. The decision shall state the reasons for the action taken, inform the protestor of the right to judicial or administrative review as provided in the District's procurement policies and the Procurement Code, and state the amount of the security deposit or bond required for a further appeal. The person issuing the decision shall mail, email, or otherwise immediately furnish a copy of the decision to the protestor. If the Protest Officer does not issue the written decision regarding a protest within 30 calendar days after the day on which the protest was filed with the Protest Officer, or within a longer period as may be agreed upon by the parties, the protester may proceed as if an adverse decision had been received.

Utah Code § 63G-6a-1603(6), (9) (2017)

Effect of determination

A determination is effective until stayed or reversed on appeal, except as provided above. The determination is final and conclusive unless the protestor files an appeal with the Procurement Policy Board.

Utah Code § 63G-6a-1603(7), (8)(a) (2017)

Finding of a violation before the contract is awarded

If, before award of a contract, it is determined at any level of review that a procurement or proposed award of a contract is in violation of law, the procurement or proposed award shall be cancelled or revised to comply with the law.

Utah Code § 63G-6a-1909 (2012)

Finding of a violation after the contract is awarded

If after award of a contract it is determined at any level of review that a procurement or award of a contract is in violation of law, the following actions shall be taken:

1. if the person awarded the contract did not act fraudulently or in bad faith, then

    a. the contract either may be ratified and affirmed, if it is in the best interests of the District, or may be terminated, and

    b. the person awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract before the termination, plus a reasonable profit.

2. if the person awarded the contract acted fraudulently or in bad faith, then the contract either may be declared null and void or may be ratified and affirmed if it is in the best interests of the District, without prejudice to the District's rights to any appropriate damages.

Under no circumstances is a person entitled to consequential damages in relation to a solicitation or award of a contract under the procurement process, including consequential damages for lost profits, loss of business opportunities, or damage to reputation.

Utah Code § 63G-6a-1907 (2014)

Costs to or against protestor

If a protest is sustained at any level of review and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, the protestor is entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation and appeal costs and any equitable relief determined to be appropriate by the Procurement Policy Board appeals panel or court.

If the final determination of a procurement appeals panel or other appellate body does not sustain the protest, the protestor shall reimburse the District for all expenses incurred in defending the appeal, including personnel costs, attorney fees, other legal costs, the per diem and expenses paid by the District to witnesses or appeals panel members, and any additional expenses incurred by the staff of the District who have provided materials and administrative services to the appeals panel for that case.

The notice of claims provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Part 4, Utah Code) and the undertaking provision of Utah Code § 63G-7-601 do not apply to actions brought under this chapter by an aggrieved party for equitable relief or reasonable costs incurred in preparing or appealing an unsuccessful bid or offer

Utah Code § 63G-6a-1904 (2015)

Debarment or Suspension Proceedings

A person may be debarred or suspended for the causes set forth in Policy CBA. Before a person may be debarred or suspended, the Board of Education or its designee must consult with the procurement unit involved in the matter for which debarment or suspension is sought (if that unit is not the District), consult with the District's attorney, give notice as set forth below, and hold a hearing as set forth below.

Utah Code § 63G-6a-904(1)(a), (b) (2017)

Notice of Debarment or Suspension

An individual to be debarred or suspended must be given written notice of the reasons for which debarment or suspension is being considered and of the hearing at which debarment or suspension will be considered. This notice must be given at least 10 days before the date of the hearing.

Utah Code § 63G-6a-904(1)(b)(ii) (2017)

1.1031.06 *HEARING ON DEBARMENT OR SUSPENTION*

Issue Date: 3/10/16
Updated: 4/11/19
CDA

Hearing process

The informal hearing shall be conducted by the Board of Education or its designee. For purposes of the hearing, the Board or its designee may subpoena witnesses and compel their attendance, subpoena documents for production, obtain additional factual information, and obtain testimony from experts, the person who is the subject of the proposed debarment or suspension, representatives of the District, or others who may be of assistance in making the determination. The Rules of Evidence do not apply in this informal hearing. The fact that an informal hearing is held on debarment or suspension or that a decision is issued does not prevent a person from later questioning or challenging the authority of the Board of Education or its designee to hold the hearing or issue the decision.

Utah Code § 63G-6a-904(1)(c)(i), (ii), (iv) (2017)

Written decision

The Board of Education or its designee shall promptly issue a written decision regarding any proposed debarment or suspension that is not settled by mutual agreement. If debarment or suspension is ordered, the decision shall state the reasons for that action and inform the person of the right to judicial review as provided in the Procurement Code. The person issuing the decision shall mail, email, or otherwise immediately furnish a copy of the decision to the person subject to the decision.

Utah Code § 63G-6a-904(1)(c)(v), (vi) (2017)

Hearing record

The Board of Education or its designee shall preserve all records and other evidence relied upon in reaching the decision. Such records may not be destroyed until the decision, and any appeal of the decision, becomes final.

Utah Code § 63G-6a-904(1)(c)(iii) (2017)

Effect of Order of Suspension or Debarment

A decision of debarment or suspension is final unless it is overturned by a court. (See Policy 1.1032.)

Utah Code § 63G-6a-904(1)(c)(vii) (2017)

1.1032 PROCUREMENT PROTEST APPEALS

1.1032.01 *APPEAL TO STATE PROCUREMENT POLICY BOARD*

Issue Date: 5/8/14
Updated: 3/10/16
CDB

A party to a protest may appeal the protest decision to the Procurement Policy Board by filing a written notice of appeal with the chair of the Procurement Policy Board including the person's address of record and email address of record and by complying with the security requirement discussed below.

The appeal must be filed either:

1. within seven days after the written decision on the protest is personally served on the party or the party's representative or emailed or mailed to the address or email address of record provided by the party, or

2. within 30 days of a written request for a final written decision (or any longer period which the parties agreed to), if a final written decision has not been issued in that time period.

No appeal of a protest decision may be filed unless a decision has been issued or the 30-day period (or longer agreed-upon period) has expired without issuance of a written decision.

Utah Code § 63G-6a-1702(2)(a), (4) (2017)

Appeal Limited to Grounds Stated in Protest Document

A person who files an appeal of a protest decision is limited to appealing on the grounds specified in the protest filing.

Utah Code § 63G-6a-1702(3) (2017)

Appeal of Debarment or Suspension

A person debarred or suspended may appeal the decision to the Procurement Policy Board by filing a written notice of appeal with the chair of the Procurement Policy Board including the person's address of record and email address of record and a copy of the order of debarment or suspension and by complying with the security requirement discussed below.

Utah Code § 63G-6a-1702(3) (2017)

1.1032.02 *APPEAL SECURITY*

Issue Date: 5/8/14
Updated: 3/10/16

CDB

Subject to waiver rules which may be made by the Procurement Policy Board, a person who files an appeal to that Board must, before the expiration of the time for filing an appeal, pay a security deposit or post a bond with the office of the Protest Officer as provided for below.

1. For an appeal relating to an invitation for bids or request for proposals:

    a. $20,000, if the total contract value is under $500,000;

    b. $25,000, if the total contract value is $500,000 or more but less than $1,000,000;

    c. $50,000, if the total contract value is $1,000,000 or more but less than $2,000,000;

    d. $95,000, if the total contract value is $2,000,000 or more but less than $4,000,000;

    e. $180,000, if the total contract value is $4,000,000 or more but less than $8,000,000;

    f. $320,000, if the total contract value is $8,000,000 or more but less than $16,000,000;

    g. $600,000, if the total contract value is $16,000,000 or more but less than $32,000,000;

    h. $1,100,000, if the total contract value is $32,000,000 or more but less than $64,000,000;

    i. $1,900,000, if the total contract value is $64,000,000 or more but less than $128,000,000;

    j. $3,500,000, if the total contract value is $128,000,000 or more but less than $256,000,000;

    k. $6,400,000, if the total contract value is $256,000,000 or more but less than $512,000,000; and

    l. $10,200,000, if the total contract value is $512,000,000 or more; or

2. $20,000, for an appeal:

    a. relating to any type of procurement process other than an invitation for bids or request for proposals;

    b. relating to an invitation for bids or request for proposals, if the estimated total contract value cannot be determined; or

    c. of a debarment or suspension.

For an appeal relating to an invitation for bids, the estimated total contract value shall be based on:

1. the lowest responsible and responsive bid amount for the entire term of the contract, excluding any renewal period, if the bid opening has occurred;

2. the total budget for the procurement item for the entire term of the contract, excluding any renewal period, if bids are based on unit or rate pricing; or

3. if the contract is being rebid, the historical usage and amount spent on the contract over the life of the contract.

For an appeal relating to a request for proposals, the estimated total contract value shall be based on:

1. the lowest cost proposed in a response to a request for proposals, considering the entire term of the contract, excluding any renewal period, if the opening of proposals has occurred;

2. the total budget for the procurement item over the entire term of the contract, excluding any renewal period, if opened cost proposals are based on unit or rate pricing; or

3. if the contract is being reissued, the historical usage and amount spent on the contract over the life of the contract that is being reissued.

The Protest Officer shall retain the security deposit or bond until the appeal process is completed. The Protest Officer shall deposit a security deposit into an interest-bearing account and if the deposit is not forfeited return the deposit and the accrued interest to the person. The Protest Officer shall return the bond to the individual if it is not forfeited. A security deposit or bond is forfeited to the District's general fund if the person providing it fails to ultimately prevail on appeal and the procurement appeals panel finds that the protest or appeal is frivolous or that its primary purpose is to harass or cause a delay.

Utah Code § 63G-6a-1703 (2017)

1.1032.03 *APPEAL TO UTAH COURT OF APPEALS*

Issue Date: 5/8/14
Updated: 3/10/16
CDB

Either the District or a person who receives an adverse decision from a procurement appeals panel may appeal the decision to the Utah Court of Appeals within seven days after the decision is issued. However, the District may not appeal the decision of the procurement appeals panel unless the appeal is recommended by the District Protest Officer involved.

Utah Code § 63G-6a-1802 (2017)

1.1033 RESOLUTION OF DISPUTES REGARDING EXISTING CONTRACTS

1.1033.01 *AUTHORITY OF PROTEST OFFICER TO RESOLVE DISPUTES*

Issue Date: 5/8/14

Before a court action is filed, the Protest Officer, or his or her designee, is authorized to settle and resolve a controversy between the District and a contractor in relation to an existing contract between the District and the contractor, including controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

Utah Code § 63G-6a-1905 (2013)

1.1033.02 *JURISDICTION OF DISTRICT COURTS*

Issue Date: 5/8/14

The district courts have original jurisdiction in a cause of action between a contractor and the District that arises under, or in relation to, an existing contract between the contractor and the District.

1.1034 PROCUREMENT VIOLATIONS AND OFFENSES

1.1034.01 *KICKBACKS AND IMPROPER GRATUITIES*

Issue Date: 5/8/14
Updated: 3/10/16
CDD

Definitions

These terms, used in this policy, are defined as follows:

1. "Contract administration professional" means an individual who is either directly under contract with the District or is employed by a person under contract with the District and who has responsibility in developing a solicitation or grant or in supervising or overseeing the administration or management of a contract or grant. This term does not include an employee of the District.

2. "Contribution" includes the following as applied to the District:

    a. a voluntary gift or donation to the District for the District's use, and not for a particular person employed by the District, including a philanthropic donation, services, money, or other items of value;

    b. admission to a seminar, vendor fair, charitable event, fundraising event, or similar event that relates to the function of the District;

    c. purchase of a booth at an event sponsored by the District or a group of which the District is a member; or

    d. sponsorship of an event that is organized by the District.

3. "Gratuity" means anything of value given without anything provided in exchange or in excess of the market value of that which is provided in exchange, including:

    a. a gift or favor;

    b. money;

    c. a loan at an interest rate below the market rate or with terms that are more advantageous to the borrower than terms offered generally on the market;

    d. anything of value provided with an award other than a certificate, plaque, or trophy;

    e. employment;

    f. admission to an event;

    g. a meal;

    h. lodging;

    i. travel;

j. entertainment for which a charge is normally made; and

k. a raffle, drawing for a prize, or lottery.

The term "gratuity" does not include:

a. an item, including a meal in association with a training seminar, that is:

i. included in a contract or grant; or

ii. provided in the proper performance of a requirement of a contract or grant:

b. an item requested to evaluate properly the award of a contract or grant;

c. a rebate, coupon, discount, airline travel award, dividend, or other offering included in the price of a procurement item;

d. a meal provided by an organization or association, including a professional or educational association, an association of vendors, or an association composed of public agencies or public entities, that does not, as an organization or association, respond to solicitations;

e. a product sample submitted to a public entity to assist the public entity to evaluate a solicitation;

f. a political campaign contribution;

g. an item generally available to the public; or

h. anything of value that one public agency provides to another public agency.

"Family member" means a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

"Hospitality gift" means a token gift of minimal value, including, a pen, pencil, stationery, toy, pin, trinket, snack, beverage, or appetizer, given for promotional or hospitality purposes. It does not include money, a meal, admission to an event for which a charge is normally made, entertainment for which a charge is normally made, travel, or lodging.

"Kickback" means a negotiated bribe provided in connection with a procurement or the administration of a contract or grant. It does not include anything which is listed in the exclusions from the definition of "gratuity," above.

"Procurement" has the meaning set out in the scope section of Section 1.1000 except that for purposes of this policy it also includes the awarding of a grant.

"Procurement professional" means an employee of the District (not an independent contractor) who by title or primary responsibility:

l. has procurement decision making authority; and

m. is assigned to be engaged in, or is engaged in either:

i. the procurement process or

ii. the process of administering a contract or grant, including enforcing contract or grant compliance, approving contract or grant payments, or approving contract or grant change orders or amendments.

The term "procurement professional," as it applies to the District, does not include:

n. members of the Board of Education:

o. the superintendent, business administrator, a principal, a vice principal, or the chief assistant or deputy of the superintendent, business administrator, or of a principal or vice principal; or

p. any other individual who, by title or primary responsibility, does not have procurement decision making authority.

"Public agency" means the following entities and all officials, employees, and official representatives of the following entities:

q. a city, town, county, school district, local district, special service district, or other political subdivision of the state of Utah;

r. the state of Utah or any department, division, or agency of the state of Utah;

s. any agency of the United States;

t. any political subdivision or agency of another state or the District of Columbia, including any interlocal cooperation or joint powers agency formed under the authority of the laws of another state or the District of Columbia; and

u. any Indian tribe, band, nation, or other organized group or community which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Utah Code § 63G-6a-2402 (2017)

Unlawful Conduct and Exceptions

It is unlawful and a violation of this policy:

1. for a person who has or is seeking a contract with the District knowingly to give, or to offer, promise, or pledge to give, a gratuity or kickback to

   a. the District;

   b. a procurement professional or contract administration professional; or

   c. an individual who the person knows is a family member of a procurement professional or contract administration professional.

for a procurement professional or contract administration professional, or a family member of either, knowingly to receive or accept, offer or agree to receive or accept, or ask for a promise or pledge of a gratuity or kickback from a person who has or is seeking a contract or grant from the District.

It is not unlawful for the District to give, offer, promise, or pledge to give a contribution to another public agency.

It is not unlawful or a violation of this policy for a person:

1. to give or offer, promise, or pledge to give a contribution to the District unless that is done with the intent to induce the District in exchange to (a) award a contract, (b) make a procurement decision, or (c) take an action relating to the administration of a contract or grant.

2. to give or offer, promise, or pledge to give something of value to an organization to which a procurement professional or contract administration professional belongs unless that is done with the intent to induce the District in exchange to (a) award a contract, (b) make a procurement decision, or (c) take an action relating to the administration of a contract or grant.

3. on behalf of the District, to receive or accept, offer or agree to receive or accept, or ask for a promise or pledge of a contribution unless done with the intent that the District in exchange (a) award a contract or grant, (b) make a procurement decision, or (c) take an action relating to the administration of a contract or grant.

It is not unlawful or a violation of this policy for a person to give or receive, offer to give or receive, or promise or pledge to give or ask for a promise or pledge of a hospitality gift if:

1. the total value of the hospitality gift is less than $10; and

2. the aggregate value of all hospitality gifts from the person to the recipient in a calendar year is less than $50.

Utah Code § 63G-6a-2404 (2014)

Voiding a Contract or Grant for Unlawful Conduct

This section applies to procurements (a) for which public notice is provided on or after July 1, 2014, if public notice is required, or (b) where public notice is not required, the initial contact between the District and the potential contractor for purposes of the procurement occurs on or after July 1, 2014.

When a contract or grant has been awarded to a person who engages in conduct made unlawful by this policy or by Part 24 of the Procurement Code, "Unlawful Conduct and Penalties," the Board of Education or the superintendent may, in their sole discretion, declare the contract or grant to be void and unenforceable except where (a) the contract or grant relates to the issuance of a bond or other obligation and the bond has been issued or obligation incurred; or (b) a third party has substantially changed its position in reliance upon the contract or grant.

Declaring a contract or grant void under this section does not affect the District's obligation to pay for a contractor's proper performance completed under the contract or grant or to pay for the value the contractor provides to the District under the contract or grant before the contract or grant is declared void.

Utah Code § 63G-6a-2405 (2014)

Prohibited Socialization by Procurement Professionals

A procurement professional shall not:

1. participate in social activities with vendors or contractors that will interfere with the proper performance of the procurement professional's duties;

2. participate in social activities with vendors or contractors that will lead to unreasonably frequent disqualification of the procurement professional from the procurement process; or

3. participate in social activities with vendors or contractors that would appear to a reasonable person to undermine the procurement professional's independence, integrity, or impartiality.

Utah Admin. Rules R33-24-104(1) (August 22, 2016)

Evaluation Committee Conflicts of Interest

Nothing in this policy limits the District in requiring evaluation committee members to disclose conflicts of interests or in removing evaluation committee members for conflicts of interest.

Utah Code § 63G-6a-2406 (2014)

Required Reports of Unlawful Conduct

A procurement professional shall notify the attorney general or other appropriate prosecuting attorney if he or she has actual knowledge that a person has engaged in:

1. conduct made unlawful by this policy or Part 24 of the Procurement Code, "Unlawful Conduct and Penalties or

2. conduct, including bid rigging, improperly steering a contract to a favored vendor, exercising undue influence on an individual involved in the procurement process, or participating in collusion or other anticompetitive practices, made unlawful under other applicable law.

A procurement professional who fails to comply with this reporting requirement is subject to disciplinary action by the District as well as any other civil penalty provided by the Procurement Code.

Utah Code § 63G-6a-2407 (2017)

SECTION 2 - BUSINESS AND SUPPORT SERVICES

2.0100 REVENUE AND BUDGETING

2.0110 REVENUE AND BUDGETING: STATE

2.0110.01 *UNIFORM SCHOOL FUND*

Issue date: 1996/97
CAA

The District participates in the Uniform School Fund, which the State Board of Education apportions annually among school districts according to the provisions of the Minimum School Program.

Utah Constitution, Article X, Sec. 5
Utah Code § 53F-9-202(2) (2018)
Utah Code Title 53F, Chapter 2

2.0110.02 *LOCAL SCHOOL FOUNDATION*

Issue date: 1996/97
Updated: 01/03/19
CABA

The District may with Board approval establish a local educational foundation to assist in developing and implementing programs to promote educational excellence and assist in accomplishing other educational objectives.

Utah Code § 53E-3-403(1) (2018)

Powers of foundation

A local educational foundation established by the District:

1. May solicit and receive contributions from private enterprises earmarked for use in the foundation's programs to promote educational excellence;

2. May not incur contractual obligations or liabilities which in any way constitute a claim against the school district's funds;

3. May not exercise executive, administrative or rule making authority over the programs except to the extent specified by the Board; and

4. Is exempt from all taxes levied by the state or any of its political subdivisions with respect to any activity undertaken to promote or undertaken in connection with promotion of educational excellence.

Utah Code § 53E-3-403(2) (2018)

2.0110.03 *REQUIREMENTS*

Issue date: 1996/97

To facilitate participation and receive financial support from the Foundation Fund, the District may with Board approval:

1. Certify matching funds from private enterprise;

2. Certify compliance with guidelines for educational excellence established by the State Board of Education;

3. Establish a foundation authorized by statute to assist in the development and implementation of programs that rely on matching private and public funding to promote educational excellence.

The District's foundation:

1. May solicit and receive contributions from private enterprises earmarked for use in the foundation's programs to promote educational excellence;

May not incur contractual obligations or liabilities which in any way constitute a claim against the District's funds;

May not exercise executive, administrative or rule making authority over the programs except to the extent specified by the Board;

Is exempt from all taxes levied by the State or any of its political subdivisions with respect to any activity undertaken to promote or in connection with promotion of excellence.

Utah Code § 53A-4-203

2.0120 REVENUE AND BUDGETING: LOCAL

2.0120.01 *BORROWING IN ANTICIPATION OF TAXES*

Issue date: 1996/97
Updated: 01/03/19
CAB

The Board may borrow money in anticipation of the collection of taxes or other revenue of the School District so long as it complies with the Utah Local Government Bonding Act.

Utah Code § 53G-4-602(1) (2018)
Utah Code § 11-14-101 et seq. (2005)

2.0120.02 *INDEBTEDNESS PURPOSES AND LIMITATIONS*

Issue date: 01/03/19
CAB

The Board may incur indebtedness for any purpose in the interest of education but shall not incur any indebtedness in excess of the estimated District revenues for the current school year.

Utah Code § 53G-4-602(2) (2018)

2.0120.03 *VOTING TO INCUR BONDED INDEBTEDNESS*

Issue date: 01/03/19
CAB

The Board may in conformance with the Utah Local Government Bonding Act require, by a majority vote of the Board members, that the qualified voters of the District vote on a proposition as to whether to incur indebtedness by bonding, provided that:

1. The debts of the District are equal to school taxes and other estimated revenues for the school year and additional indebtedness must be incurred by the District to maintain and support schools in the District; or

2. The Board determines that it is advisable to issue school district bonds to purchase school sites, buildings or furnishings or to improve school district property.

Utah Code § 53G-4-603(2) (2018)
Utah Code § 11-14-101 et seq. (2005)

Before a bond approval measure may be submitted to the voters, the Board must comply with the requirements of the Transparency in Ballot Propositions Act, including publication of arguments for and against the bond issue and holding a public meeting on the measure as required by the Act.

Utah Code § 11-14-201(1)(b) (2014)
Utah Code § 59-1-1601 et seq. (2014)

2.0120.04 *RESTRICTION ON USE OF BOND FUNDS*

Issue date: 01/03/19
CAB

The proceeds of bond issuances must be used in accordance with the plan of finance specified in the bond election voter information pamphlet or in accordance with the plan of finance as adjusted by the Board of Education. Such adjustment may only be made upon a determination of compelling circumstances and with a two-thirds majority approval of the Board of Education.

Utah Code § 53G-4-603(4), (5) (2018)

2.0120.05 *REFUNDING BONDS*

Issue date: 01/03/19
CAB

If the Board determines that it desires to refund bonds, it shall follow the following procedure to determine the validity of the bond or bonds:

1. The Board shall have published once a week for two successive weeks in a newspaper published in the District, and give as required by Utah Code § 45-1-101, and post for two successive weeks in three public and conspicuous places in the District, a notice which satisfies the following requirements:

    a. It describes with sufficient particularity for identification the bond or bonds intended to be refunded.

b. It requires any person objecting to the legality, regularity, or validity of the bonds, their issue or sale, or the indebtedness represented by the bonds, to appear before the Board at a specified place within the District on a specified day and time.

i. This time may not be less than 14 nor more than 60 days after the first publication or posting of the notice.

c. It requires the person to appear at the meeting with his objections in writing, duly verified.

2. The Board shall convene at the time and place specified in the notice and receive all objections which satisfy the requirements of the notice.

3. The objections shall be filed with and preserved by the Board.

4. If no written objections are presented at the time and place specified in the notice, the Board shall so certify and the Board may then refund the bonds.

5. Any person filing a written objection as stated above has 20 days to commence appropriate legal proceedings against the Board and others as may be proper parties, in the district court for the county in which the school district is situated, to challenge and determine the legality, regularity, and validity of the bond or bonds, their issue and sale, or the indebtedness represented by them.

6. If a person filing a written objection fails to commence legal proceedings against the Board within 20 days, and that failure is established by a certificate of the clerk of the court, the challenge to the legality, regularity, or validity of the bond or bonds, their issue or sale, or the indebtedness represented by the bonds is barred, and the Board may refund the bonds.

Utah Code § 53G-4-605 (2018)

2.0120.06 *VOTED LOCAL LEVY*

Issue date: 01/03/19
CAB

The Board may, in accordance with Utah Code § 53F-2-601, request voter approval of a state-supported local levy and, if the ballot measure is approved, impose the levy.

Before a Board-initiated voted local levy measure may be submitted to the voters, the Board must comply with the requirements of the Transparency in Ballot Propositions Act, including publication of arguments for and against the measure and holding a public meeting on the measure as required by the Act. (Compliance with the Act is not required where the voted local levy measure is initiated by citizen initiative.)

Utah Code § 53F-2-601 (2018)
Utah Code § 59-1-1601 et seq. (2014)

2.0120.07 *BOARD-APPROVED LEEWAY*

Issue date: 01/03/19
CAB

The Board may, in accordance with Utah Code § 53F-8-404, levy a tax rate up to .0004 per dollar of taxable value within the local levy rate threshold. This levy does not require voter approval but the Board by majority vote may condition imposition of the levy on voter approval.

If the levy is submitted to the voters for approval, the Board must comply with the requirements of the Transparency in Ballot Propositions Act, including publication of arguments for and against the measure and holding a public meeting on the measure as required by the Act.

Utah Code § 53F-8-404 (2018)
Utah Code § 59-1-1601 et seq. (2014)

2.0120.08 *REFUNDING BONDS*

Issue date: 1996/97
CAB

The Board shall test the validity of all bonds to be refunded in the following manner:

1. The Board shall have published a notice describing, with sufficient particularity for identification, the bond or bonds intended to be refunded. This notice shall be published once a week for two consecutive weeks in a newspaper published within the District.

The notice shall require any person objecting to the legality, regularity of the validity of the bonds, their issue or sale, or to the indebtedness represented by the bonds, to appear before the Board at a specified place, date and time within the District.

The time may not be less than fourteen (14) nor more than sixty (60) days after the first publication of the notice.

The notice shall require the person to appear at the meeting with his/her objections in writing, duly verified.

The Board shall convene at the time and place specified in the notice and receive all objections as prescribed in Subsection (4).

The objections shall be filed with and preserved by the Board.

If no written objections are presented at the time and place specified in the notice; the Board will so certify. All persons are then prohibited from questioning, in any manner or proceeding, the legality, regularity or validity of the bond or bonds, their issue or sale or the indebtedness represented by the bond(s) and the Board may then refund the bond(s).

Any person filing a written objection under Subsection (4) shall, within twenty (20) days after the filing in the district court for the county in which the District is situated, commence appropriate legal proceedings against the Board and others as may be proper parties, to challenge, and determine the legality, regularity and validity of the bond(s), their issue and sale or the indebtedness represented by them.

Failure to commence the proceedings, within twenty (20) days, bars the person filing objections from questioning, in any manner or proceeding, the legality, regularity or validity of the bond(s), their issue or sale or the indebtedness represented by the bond(s).

Upon proof of failure to commence proceedings by certificate of the clerk of the court, the Board may refund the bond(s).

Utah Code § 53G-4-605 (2018)

2.0120.09 *BUDGET*

Issue date: 2/14/19
CAD

School Board Budget

Before June 22 of each year, the Board shall adopt a budget and make appropriations for the next fiscal year.

Utah Code § 53G-7-303(2)(a) (2018)

Tax Rate

If the tax rate in the proposed budget exceeds the tax rate defined in Utah Code § 59-2-924, the Board shall comply with the provisions of Utah Code § 59-2-919, unless one of the exceptions to those provisions (relating to prior voted local levy increases) set forth in Utah Code § 53F-8-301 applies.

Utah Code § 53G-7-303(2)(b) (2018)
Utah Code § 53F-8-301 (2018)

Adoption of a Budget

Before the adoption of a budget, the Board shall hold an open, public hearing on the proposed Budget, at which public comment is received. In preparation for the hearing, the Board shall:

1. In addition to complying with the open meeting notice requirements set forth in Policy BEA, publish notice that the Board will consider and adopt a budget at the designated Board meeting in a newspaper of general circulation within the District at least ten days before the day on which the meeting is held;

2. File a copy of the proposed budget with the Business Administrator for public inspection at least ten days prior to the hearing; and

3. Post the proposed budget on the District's website.

Utah Code § 53G-7-303(3) (2018)

Filing Budget

The Board shall file a copy of the adopted budget with the state auditor and the State Board of Education.

Utah Code § 53G-7-303(5) (2018)

Undistributed Reserve

The Board may place an undistributed reserve in the budget that does not exceed 5% of the maintenance and operation budget in accordance with the schedule adopted by the State Board of Education.

Utah Code § 53G-7-304(1) (2018)

Application of Undistributed Reserve

The Board may appropriate all or part of the undistributed reserve made to any expenditure classification in the maintenance and operation budget by a written resolution adopted by a majority vote of the Board. The resolution shall state the reasons for the appropriation. A copy of the resolution shall be filed with the State Board of Education and the State Auditor.

Utah Code § 53G-7-304(2) (2018)

Restrictions on Use of Undistributed Reserve

The Board may not use the undistributed reserve in the negotiation or settlement of contract salaries for District employees.

Utah Code § 53G-7-304(3) (2018)

Limit on Appropriations

The Board shall not make an appropriation in excess of the District's estimated expendable revenue, including undistributed reserves, for the following fiscal year.

Utah Code § 53G-7-305(2) (2018)

Reduction of Budget Appropriations

The Board may reduce any budget appropriation at its regular meetings if notice of the proposed action is given to all Board members and the Superintendent at least one week prior to the meeting.

Utah Code § 53G-7-305(3) (2018)

Increase in Budget Appropriations

The Board may increase any budget appropriation only if:

1. The Superintendent in writing requests the Board to increase a specified budget appropriation and states the reasons for the proposed increase;

2. Notice that the request will be considered by the Board is published in a newspaper of general circulation and provided as required by Utah Code § 45-1-101 at least one week before the Board meeting at which the request will be considered; and

3. The Board holds a public hearing on the request before acting on the request and approves the increase by a majority vote of Board members.

Utah Code § 53G-7-305(7) (2018)

Prohibition of Inter-fund Transfers

District revenues shall only be spent within the fund for which those revenues were originally authorized, levied, collected, or appropriated, and inter-fund transfers of residual equity may not be made unless expressly authorized by the State Board of Education.

Utah Code § 53G-7-306 (2018)

2.0120.10 *DISTRICT AUDIT COMMITTEE*

Issue date: 5/12/16
Updated: 5/10/18
CAD

Appointment

The Board of Education shall establish a district audit committee as a standing committee of the board and shall appoint the members of the committee and replace such members from time to time. The committee shall consist of two members of the Board of Education and two members having appropriate character and qualifications but who are not administrators or other employees of the district.

Utah Code § 53A-30-102(1) (2014)

Responsibilities

The audit committee shall have the following responsibilities:

1. Reporting monthly to the Board of Education on the district's fiscal position;

ensuring that the district's management properly develops and adheres to a sound system of internal controls consistent with the requirements of R277-113-5;

receiving a report of the risk assessment process undertaken by the district's management in developing the system of internal controls;

developing a process to review financial information, financial statements, and district and individual school records on a regular basis;

determining the appropriate scope of the independent audit and of nonaudit services to be provided and ensuring that the district's management conducts a competitive RFP process to hire external auditors and other professional services and making a recommendation to the Board of Education on the results of the RFP process consistent with the State Procurement Code;

acting as liaison between the district and independent auditors by facilitating regular communication with independent auditors, receiving independent audit reports and financial statements, ensuring that management implements corrective actions, assessing the performance of independent auditors, and reviewing disagreements between independent auditors and district management;

determining the appropriate scope of contracts with management companies that provide business services and student services, managing the procurement process in compliance with the Procurement Code, making recommendations to the Board of Education on the results of the procurement process, assessing the performance of management companies, and ensuring district management implements sufficient internal controls over the functions of the management company;

receiving communication from or meeting with the external auditors annually and receiving a direct report of the audit findings, exceptions, and other matters noted by the auditor;

reporting the audit reports and findings or other matters communicated by an auditor or a regulatory body to the Board of Education in a public meeting;

ensuring that issues and exceptions reported by external audits, internal audits, or other regulatory bodies are resolved in a timely manner;

receive reports of reviews or audits conducted by the State Superintendent and ensure appropriate corrective action is taken in a timely manner;

Utah Code § 53A-30-102(2), (5) (2014)
Utah Code § 53A-30-103(3), (4), (5) (2014)
Utah Admin. Rules R277-113-5(2) (February 7, 2017)

2.0120.11 *TITLE I AMENDMENTS*
Issue date: 1/11/24

EQUIPMENT POLICY

Long-term assets costing $300 or more are coded to object 611 through 735 as appropriate. The fixed asset secretary monitors these accounts, gathers all pertinent details for the assets including its location, enters the assets in the fixed asset tracking system, and ensures assets are tagged.

Any long-term asset meeting the capitalization threshold of $5,000 are capitalized and depreciated.

Asset reports by building and room are issued in March of each year for each building and room. The secretary at each building reports back on the status of each asset including assets that moved location or needing disposal.

The technology department is notified for any electronic assets to be moved or disposed of through commercial recycling.

Information and pictures of other assets to be disposed of are sent to the accounting secretary to post for public surplus and sold at auction.

As assets are disposed of the fixed asset secretary removes them from the district-wide inventory listing.

Adopted: 1/11/24

FISCAL CONTROL POLICY

Internal controls are designed to limit the risk of misstatement due to errors, theft and misappropriation of district assets. The control environment reflects the overall attitude, awareness, and action of the Board, Administration, and others concerning the importance of internal control and its emphasis in the district. The accounting system establishes a method to identify, assemble, analyze, classify, record, and report the District's transactions and to maintain accountability for the related assets and liabilities. Policies and procedures balance the effectiveness of controls with the costs associated with implementing them. Commitment to internal controls is necessary at all levels of the District in order for the controls to be effective.

PROCEDURES

Budgets are set annually for each program and the District.
A director or administrator approves purchases within budgets.

An administrator participates in and approves the hiring and assignment of employees.
Employee assignments are reviewed annually by administration.

Adopted: 1/11/24

TITLE I COMPARABILITY

Duchesne County School District ensures equivalence among schools in assigning the number of teachers, administrators and auxiliary personnel. Student enrollment in each school and in each grade within the school are the determining factors in the allotment of personnel to be hired in that school and grade.

PROCEDURES

The methodology used by Duchesne County School District to allocate state and local funds to schools is completely independent of Title I funds. A single salary schedule is used district-wide. Student enrollment in each school and in each grade within the school are the determining factors in the allotment of personnel to be hired in that school and grade. The number of teachers per student is adjusted each year as enrollments change to maintain the target ratios in each school and grade to ensure equivalency. This is accomplished in the spring of the previous year by the district

administration and finance teams. Needed staff is hired and/or transferred during the following months in preparation for the beginning of the start of school each fall. If needed, hires and/or transfers can be made during the school year should it be found that we are not comparable.

Curriculum materials and instructional supplies are allocated based on enrollment as well. Allocations are also adjusted as needed throughout the year to ensure comparability.

Federal funds supplement these allocations.

Adopted: 1/11/24

2.0120.12 *DEFINITION OF AT-RISK STUDENT*

Issue date: 8/1/2024

Any student who meets any of the following criteria is considered at-risk, and may receive appropriate interventions:

1. Failed a high school course and is therefore credit deficient for graduation progress;
2. Below grade level in reading (as measured on a state or LEA reading assessment);
3. Low performance on a State or LEA assessment (meaning they score below proficient on any measure);
4. Poverty (meaning eligible for free or reduced lunch);
5. High mobility (meaning a student who has not been enrolled in the same school for a consecutive 160 days within the past 36 months);
6. Limited English proficiency (as assessed on the state approved English proficiency exam);
7. Chronic absenteeism (meaning attendance is less than 90%); and
8. Homelessness (defined as a student who lacks a fixed, regular, and adequate nighttime residence.)

2.0120.13 *TIME AND EFFORT POLICY*

Issue date: 1/6/26

Policy

2 CFR Part 200.430 - Code of Federal Regulations, cost principles, and audit requirements for federal and non-federal awards provides standards for the administration of federal and non-federal awards or grants. Subsection .430 provides Standards for Documentation of Personnel Expenses. Charges to federal and non-federal awards for salaries and wages must be based on records that accurately reflect the work performed (time & effort). Effort will be expressed as a percentage. Utah Administrative Board Rule R277-113-(5)(6) also applies.

Procedure

Internal controls and established accounting policies and practices will provide reasonable assurance that the charges are accurate, allowable, and properly allocated.

Supervisors make cost objective (program) and duty assignments when hiring, when there are significant changes in the related work activity, and annually review assignments at the beginning of each academic year. Supervisors also approve pay requests for additional duties before payroll is processed.

The District has electronic time keeping systems. Classified employees enter their time clock information on a daily basis as work is performed each day. Teachers enter leave as necessary in the absence and substitute system. Each school principal shall appoint a secretary to monitor information submitted in the time clock and absence systems each week. The secretary is responsible for assisting employees with correcting errors in the system. The school secretary shall notify the principal of all errors they find and the corrective action taken. All employees shall review their time and related information in the systems no later than the close of business on the 3rd work day after each pay period.

For those employees who are paid from a single cost objective, the electronic time records supply the necessary time and effort records. These records must reflect actual time spent and not budget estimates. Staff and faculty will report effort on an annual basis.

Effort documentation will include: the first and last name of the employee, start and end dates of the period, the cost objective, object code or use of the funds, the percentage of effort spent on each cost objective accounting for 100% of the actual time worked on federal or non-federal cost objectives regardless of funding source, approval by signature of the employee and/or supervisor with the date (digital approvals are adequate) to certify accuracy in the effort reporting.

Maintenance of Records – Duchesne County School District will maintain effort reports for five years. The district office will collect and maintain all effort records in paper format and preserve the documents in the file room.

2CFR 200.3

2.0200 CONSTRUCTION

2.0200.01 *SCHOOL PLANT*

Issue date: 3/10/16
CG

Grounds

School grounds shall be constructed and maintained in conformance with Utah Department of Health requirements and applicable building codes.

Utah Admin. Rules R392-200-5 (February 19, 2014)

Buildings

Every school building shall be located on grounds that are well-drained and maintained in a sanitary condition and in accordance with Utah Department of Health requirements. All buildings shall be provided with appropriate sanitary facilities and controls, a heating system, lighting facilities, ventilation systems, and health and safety facilities, all of which shall conform with Utah Department of Health requirements.

Utah Admin. Rules R392-200-7 (February 19, 2014)
Utah Admin. Rules R392-200-8 (February 19, 2014)

Utah Admin. Rules R392-200-9 (February 19, 2014)

Carbon monoxide detectors

Each school building shall be equipped with carbon monoxide detectors as required by state statute.

Utah Code § 15A-5-204(21) (2016)
Utah Code § 15A-5-205.5(6) (2016)

Food service facilities and equipment

All school lunch rooms, dining areas, and food preparation areas shall be maintained in accordance with Utah Department of Health requirements and local health department regulations. Any food provided by the school shall be obtained, transported, and served from approved sources according to Utah Department of Health regulations.

Utah Admin. Rules R392-200-6 (February 19, 2014)

Custodial services

All school buildings and appurtenances to buildings shall be maintained in a sanitary manner, and all full-time building custodians and janitors shall be trained to perform their duties.

Pest management

The District is required to minimize in school buildings and on school grounds the presence of pests that may carry disease, may carry allergens likely to affect individuals with allergies or respiratory problems, or may sting or bite causing mild to serious reactions. The District shall establish integrated pest management practices and principles to prevent unacceptable levels of pest activities in school buildings and school grounds with the least possible hazard to people, property, and the environment. The District shall establish a written integrated pest management plan meeting the requirements of Utah Department of Health regulations. (This may be provided by a pest management contractor.)

Utah Admin. Rules R392-200-7(12) (February 19, 2014)
Utah Pests School IPM, Utah State University Extension

2.0210 CONSTRUCTION AND SCHOOL-SITE AQUISITION

2.0210.01 *SCHOOL-SITE ACQUISITION REQUIREMENTS*

Issue date: 3/10/16
CCG

1. Prior to the acquisition of a school site, the District shall notify the affected local government entity of its intent to acquire the site

2. As soon as possible after this notice is given, representatives of the District and the affected local government entity shall meet to:

    a. discuss information provided by the District as available regarding:

        i. potential community impacts;

ii. approximate lot sizes;

iii. approximate building size and use;

iv. estimated student enrollment;

v. proposals for ingress and egress, parking, and fire lane location; and

vi. building footprint and location.

b. discuss concerns that each may have, including potential community impacts and site safety;

c. assess the availability of infrastructure for the site; and

d. discuss any fees that might be charged by the local governmental entity in connection with a building project.

3. The local government entity may not, without the District's consent, disclose information provided by the District relating to a proposed school site acquisition prior to the District making a formal application to the local government entity relating to school construction.

Utah Code § 53E-3-710(1), (4) (2018)

School Site Requirements

In selecting a school site, the District shall coordinate with the local health department regarding environmental health and safety issues to avoid unreasonable risks to the health and safety of students and staff. The site shall be located to minimize the negative influence of railroads, freeways, highways, heavy traffic roads, industrial areas, airports and aircraft flight patterns, fugitive dust, odors, or other areas where auditory problems, malodorous conditions, or safety and health hazards exist.

Utah Admin. Rules R392-200-4 (February 19, 2014)

School Pre-construction Coordination

After a school site has been acquired, but before school construction begins:

1. Representatives of the District shall coordinate with affected utility providers to ensure that all utilities required by the school construction activities can be provided in a logical and cost-effective manner.

2. Representatives of the District and the local governmental entity shall meet as soon as possible to:

a. Review a rough proposed site plan for the school;

b. Review information regarding:

i. Potential community impacts;

ii. Approximate lot size;

iii. Approximate building size and use;

iv. Estimated student enrollment;

v. Proposals for ingress and egress, parking, and fire lane location; and

vi. Building footprint and location;

c. Negotiate any fees that might be charged by the local governmental entity in connection with the school construction project;

d. Coordinate to:

i. ensure that the siting or expansion of a school in the intended location will comply with applicable local general plans and land use laws and will not conflict with entitled land uses;

ii. ensure that all local government services and utilities required by the school construction activities can be provided in a logical and cost-effective manner;

iii. avoid or mitigate existing and potential traffic hazards, including consideration of the impacts between the new school and future roadways; and

iv. maximize school, student and site safety.

3. The District shall submit the rough proposed site plan to the local governmental entity's design review committee for comments and the committee shall provide comments no later than 30 days after submission.

4. If otherwise permitted under *Utah Code § 10-9a-305(3)(b)* or *Utah Code § 17-27a-305(3)(b)*, a local governmental entity may require the District to provide a traffic study from a qualified independent third party if the local government entity determines that traffic flow, congestion, or other traffic concerns may require the study.

Utah Code § 53E-3-710(2), (5) (2018)
Utah Admin. Rules R277-471-6.A (November 10, 2014)

Pre-construction Requirements

1. Before any school construction project begins, the District shall obtain a construction project number from the Utah State Office of Education and complete and submit construction project identification forms provided by the Utah State Office of Education.

2. All school plans and specifications shall be approved by a certified plans examiner before any school construction project begins.

3. Prior to developing plans and specifications for a new public school, or the expansion of an existing school, the District shall coordinate with local health departments and the State Fire Marshal. The plans and specifications shall satisfy Utah Department of Health requirements relating to siting, building construction, grounds, food service facilities, sanitary facilities, and health and safety facilities.

Utah Admin. Rules R392-200 (February 19, 2014)

Prior to developing plans and specifications for a new public school, the District shall coordinate with local jurisdictions to comply with Federal Emergency Management Agency flood plain requirements and restrictions, including applicable mitigation measures.

The District shall maintain documentation for audit purposes of coordination, meetings, and agreements.

Utah Code § 10-9a-305(5) (2013)
Utah Code § 17-27a-305(5) (2018)
Utah Admin. Rules R277-471-5.A (November 10, 2014)
Utah Admin. Rules R277-471-6.C, F, G (November 10, 2014)

School District Building Official

The Board shall appoint a School District Building Official (SDBO) who has direct administrative and operational control of all construction, renovation, and inspection of the District's facilities and shall provide in writing the name of the SDBO to the Utah State Office of Education. The SBDO and other District personnel shall act consistent with the Utah State Office of Education Resource Manual on school building construction and inspections.

The SDBO shall:

1. monitor school district building construction to ensure compliance with the applicable provisions of the Code, including all statutes and administrative rules which control the construction, renovation, and inspection of Utah public school buildings;

2. render interpretations of the Code for the District. Such interpretations shall be in conformance with the intent and purpose of the Code;

3. submit inspection summary reports monthly to the Utah State Office of Education;

4. submit inspection summary reports monthly to the appropriate local government entity building official;

5. submit inspection certificates to the Utah State Office of Education and appropriate local government entity building official;

6. maintain all submitted documentation at a designated school district location for auditing or monitoring;

7. identify in the monthly summary reports and provide to the Utah State Office of Education and local government entity building official the total number of inspections with the name, state license number, and disciplines of each inspector performing the building inspections;

8. ensure that each inspector is adequately and appropriately credentialed;

9. sign the final certificate of inspection and verification form, certifying all inspections were completed in compliance with the law and rules and the Resource Manual to safeguard the public health, safety, and general welfare of occupants;

10. send the final inspection certification and inspection verification, and provide all other related project closeout submittals to the Utah State Office of Education and to the appropriate local government entity building official upon completion of the project;

11. if the District uses a District building inspector or an independent building inspector, provide, on a monthly basis during construction, a copy of each inspection certificate and a monthly inspection summary regarding the school building to the State Superintendent and to the appropriate local governmental entity building official where the building is located; and

12. maintain all submitted documentation at a designated District location for auditing or monitoring.

Utah Code § 10-9a-305(6)(c) (2013)
Utah Code § 17-27a-305(6)(c) (2018)
Utah Admin. Rules R277-471-3 (November 10, 2014)
Utah Admin. Rules R277-471-5.D (November 10, 2014)
Utah Admin. Rules R277-471-8.A(1) (November 10, 2014)

Construction Inspection

Building inspectors employed by the District must be currently International Code Council commercially certified and licensed in Utah, in the trade specific to the inspection, consistent with Utah law and Resource Manual requirements.

The District may employ one of three methods for school construction inspection:

1. an independent, properly licensed and certified building inspector;

    a. The independent building inspector shall:

        i. not be, or be an employee of, the architect, developer, contractor or any subcontractor on the project, or any management company or other agency hired by the District to perform construction or construction administrative services;

        ii. be approved by the applicable local government entity where the construction occurs; and

        iii. be properly licensed and certified to perform all of the inspections that the inspector is required to perform.

    b. The independent building inspector may be an inspector working outside the municipality, county, or school district in which they are employed.

2. a properly licensed and certified building inspector, employed by the school district and performing school construction inspections within the boundaries of the District; or

3. a properly licensed and certified building inspector approved by the local jurisdiction in which the construction activity occurs. (Inspectors employed by municipalities and counties may perform school construction inspections within the boundaries of the municipality or county where they are employed.)

Utah Code § 10-9a-305(6) (2013)
Utah Code § 17-27a-305(6) (2018)
Utah Admin. Rules R277-471-4 (November 10, 2014)

Permanent Occupancy Certificate

The means of obtaining a certificate of permanent occupancy varies depending on the type of building inspector used by the District.

District-employed building inspector

If the District used a building inspector employed by the District, the District may issue its own certificate authorizing permanent occupancy of a school building. The SDBO shall sign a certificate of inspection verification form certifying that all inspections were completed in accordance with Utah law and the Resource Manual and the District shall file the form with the building official of the local governmental entity where the building is located and with the Utah State Office of Education.

Local government entity-employed building inspector

If the District used a building inspector employed by the local governmental entity, the District shall seek a certificate authorizing permanent occupancy from that governmental entity. Upon receipt of the certificate from the local governmental entity, the District shall file a copy of the certificate and a certificate of inspection verification with the Utah State Office of Education.

Independent building inspector

If the District used an independent building inspector, the District shall, upon completion of all required inspections of the school building, file with the Utah State Office of Education a certificate of inspection verification and a request for the issuance of a certificate authorizing permanent occupancy of the school building.

Within 30 days of the District's request to the Utah State Office of Education for a certificate of permanent occupancy, the State Superintendent will either issue the certificate or notify the District of deficiencies in compliance with inspection requirements. The District shall remedy any deficiencies and then notify the State Superintendent that the deficiencies have been remedied. Upon certification of the information provided by the District regarding remediation, the State Superintendent will issue the certificate of permanent occupancy. Upon receipt of the certificate of permanent occupancy, the District shall provide a copy of the certificate to the building official of the local government entity where the building is located.

Upon the District's filing of the certificate of inspection verification and requesting the issuance of a certificate authorizing permanent occupancy of the school building with the Utah State Office of Education, the District shall be entitled to temporary occupancy of the school building for a period up to ninety (90) days, beginning on the date the request is filed, if the District has complied with all minimum requirements to safeguard the public health, safety and general welfare of occupants.

A certificate authorizing permanent occupancy issued by the State Superintendent shall be considered to satisfy any municipal or county requirement(s) for an inspection or a certification of occupancy.

Utah Code § 10-9a-305(6)(a)(iii) (2013)
Utah Code § 17-27a-305(6)(a)(iii) (2018)
Utah Code § 53E-3-706(3)(a) (2018)
Utah Admin. Rules R277-471-8 (November 10, 2014)

Municipality and County Requirements

A municipality or county may, at its discretion, schedule a time with District officials to:

1. provide a walk-through of school construction at no cost and at a time convenient to the school district or charter school; and

2. provide recommendations based on the walk-through.

A municipality or county may **not**:

1. require the District to landscape, fence, make aesthetic improvements, use specific construction methods or materials, impose requirements for buildings used only for educational purposes, or place limitations prohibiting the use of temporary classroom facilities on school property. All temporary classroom facilities shall be properly inspected to meet the Code;

2. require the District to participate in the cost of any roadway or sidewalk, or a study of the impact of a school on a roadway or sidewalk, that is not reasonably necessary for the safety of school children and not located on or contiguous to school property, unless the roadway or sidewalk is required to connect an otherwise isolated public school or an existing roadway;

3. require the District to pay fees not authorized under 10-9a-305 or 17-27a-305;

4. require inspection of school construction or assess a fee or other charges for inspection, unless the District is unable to provide for inspection by properly licensed and certified inspectors, other than the project architect, contractor or subcontractors;

5. require the District to pay any impact fee for an improvement project unless the impact fee is imposed pursuant to the Impact Fees Act;

6. impose regulations upon the location of an educational facility except as necessary to avoid unreasonable risks to health or safety; or

7. for a use or structure that is a support facility rather than an educational facility, impose a regulation that is not imposed on similar uses or structures in the same zone, or a regulation that uses the tax exempt status of the District as a criterion for regulating the use or the location of the structure.

Utah Code § 10-9a-305(3), (5) (2013)
Utah Code § 17-27a-305(3), (5) (2018)
Utah Admin. Rules R277-471-6.B (November 10, 2014)

2.0220 CONSTRUCTION: DEBARMENT

2.0220.01 *DEBARMENT FROM CONSIDERATION FOR AWARD OF CONTRACTS*

Issue date: 1996/97

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the District financial officer, after consultation with District administration, the Board of Education and the District attorney, shall have the authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three (3) years. The District financial officer, after consultation with the District administration and attorney, shall have authority to suspend a person from consideration for award of contract if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment under subsection two (2), the suspension shall, at the request of the attorney, remain in effect until after the trial of the suspended person.

2.0220.02 *CAUSES*

Issue date: 1996/97

The causes for debarment include the following:

1. Conviction of a criminal offense in obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract;

Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a state contract;

Conviction under state or federal anti-trust statutes;

Failure without good cause to perform in accordance with the terms of the contract;

Any other cause which is determined to be so serious and compelling, as to affect responsibility as a state contractor, including debarment by another governmental entity for any cause listed in the rules and regulations.

2.0300 SAFETY

2.0300.01 *SAFETY OF BUILDINGS*

Issue Date: 1996/97

Prior to endorsing plans and specifications for construction of any school facility, the Superintendent shall require the architect to certify that the plans and specifications comply with the Uniform Building Code, including any modifications adopted by the State Board of Education, and that it meets with the approval of the state Fire Marshal and all standards set forth in *Utah Code § 53A-20-101, et seq.*

2.0300.02 *FIRE ESCAPES*

Issue date: 1996/97

Each school building shall have such fire escapes as are required by law.

2.0300.03 *SMOKING IN BUILDINGS*

Issue date: 1996/97

Smoking is prohibited within any school building. Reasonably sized notices stating that smoking is prohibited by state law and that the offense is punishable by a fine shall be displayed in prominent places in each school building.

However, adult faculty and staff members may smoke in designated smoking areas during non-school hours.

Utah Code § 76-10-106(3) (a)

2.0300.04 *REPORTS OF PROHIBITED ACTS*

Issue date: 1996/97

A "prohibited act" means an act prohibited by *Utah Code § 53A-3-501* relating to alcohol, *§ 588-37-2(8)* relating to controlled substances or *§ 58-32a-5* relating to drug paraphernalia. If an educator has reason to believe that a student has committed a prohibited act, s/he shall immediately report that to the school's designated administrator.

Utah Code § 53A-11-402

2.0300.05 *DESIGNATED ADMINISTRATOR*

Issue date: 1996/97

The principal of each school in the District shall designate an administrator to make all reports required under this policy.

Utah Code § 53A-11-403

2.0300.06 *PLAYGROUND SUPERVISION POLICY*

Issue date: 1996/97

The principal of each elementary school in the District where students are let out during the school day for "recess" or for any recreational activity shall be responsible for the supervision of students during the school day. The principal shall designate a teacher or teachers to supervise students during any recess period as reasonable and necessary to provide adequate supervision for such students. The teachers shall be notified of any supervisory responsibilities by a written schedule at the beginning of each week during which school is held.

Each principal of each school in the District shall be responsible to assure that school personnel inspect and maintain playground equipment in a reasonably safe condition. Each principal shall make regular inspections of the schools, grounds and equipment and take measures reasonably necessary to replace or remove any unreasonably dangerous equipment or condition.

At the beginning of each year, all children will be taught the proper use of playground equipment and proper play on the playground. Children shall be instructed where to go to obtain first aid in the event of any accident that occurs while on school property.

Elementary students who are on school property shall be under the supervision of school authorities from the time school doors open—fifteen (15) minutes before the starting bell sounds—until the dismissal bell at the end of the school day.

2.0300.07 *PLAYGROUND RULES*

Issue date: 1996/97

All schools shall maintain and enforce written rules governing the behavior of students using the playground.

Written playground rules shall be provided for:

1. General behavior

Equipment use

Playground games

Special circumstances (stormy days, construction, etc.)

Playground rules shall be reviewed with student and staff at the beginning of the school year and at intervals as needed during the year.

Copies of the playground rules shall be posted and available upon request.

2.0300.08 *PLAYGROUND SUPERVISION*

Issue date: 1996/97

The role of the playground supervisor is critical in helping to maintain a safe environment for students during the time spent on the playground. The following guidelines are for the purpose of clarifying and outlining the responsibilities of supervisors while on duty:

1. Walk around and through the play area you are supervising, keeping a clear view of the children. Don't remain in one location.

Immediately stop children when use of equipment or behavior is not appropriate.

Remind children of proper use and safety precautions while using the playground equipment or equipment deemed unfit or unsafe to weather or other conditions.

Make sure that you identify all non-school personnel on the playground and refer them to the principal's office.

Do not put yourself in a position where your attention is distracted for any length of time, e.g. talking to students, teachers or reading.

Report any damaged equipment, litter, etc. on the playground to the principal.

When an injury occurs:

a. Assess the extent of the injury.

b. If minor, send student to the designated first aid area.

c. If serious:

   i. Remain on the scene.

   ii. Send a runner to the office for help.

   iii. Provide first aid if necessary.

   iv. Do not move student, until determined safe to do so.

   v. Request additional Emergency Medical Services if needed.

   vi. Make sure that parent/guardian is contacted.

   vii. Complete an accident report.

2.0300.09 *PLAYGROUND INSPECTION*

Issue date: 1996/97

An annual playground inspection shall be conducted by the Uintah Basin Health Department. Appropriate school staff using a playground safety checklist provided by the District shall conduct a weekly inspection of the playground equipment. Each principal will conduct an inspection of the playground following the U.S. Consumer Product Safety commission guidelines. Equipment in need of repair will be reported to the District Maintenance Supervisor using the District Repair Work Order form. The replacement of playground equipment will be on a de minimis basis. "The playground area shall be located in a safe and supervised area. All parts of the school grounds shall be kept free of seeds, holes, ditches, stones, ashes, cinders, pieces of wire or glass, tree stumps, dead limbs of trees, or other obstructions that create safety hazards or rodent harborage areas".

(Rules and Regulations for the Design, Construction, Operation, Sanitation, and safety of Schools, July 1, 1987; 3-101-g Department of Health, State of Utah)

2.0300.10 *HEALTH*

Issue date: 1996/97

Each school shall have a school nurse or two (2) appropriately trained individuals that have a current basic first aid certificate. A concerted effort will be made that at least one be available during normal school hours. The District will provide the initial training as needed. The re-

certification each year will be the responsibility of the individual staff member. Fifty (50) dollars will be the yearly compensation for this additional certification.

2.0300.11 *SAFETY*

Issue date: 1996/97

1. Recreational equipment shall not have open-ended hooks, moving parts that could pinch or crush fingers, sharp edges or rough surfaces, or form rings or angles with a diameter more than five (5) inches or less than ten (10) inches.

Outside recreational equipment other than swings shall be placed so that the intended activity has at least ten (10) feet clearance from fences, buildings, or other stationary objects that may cause injury. Swings shall have at least sixteen (16) feet clearance from objects that may cause injury.

Play equipment shall have handrails.

Recreational equipment that requires anchoring for its use shall be securely anchored to the ground. Anchoring devices shall not protrude above ground level.

Handrails shall be properly installed on outside stairways, ramps, and steps, and shall be in good repair.

2.0300.12 *FIRST AID KITS AND SUPPLIES*

Issue date: 1996/97

The annual Uintah Basin Health Department Inspection will determine the location and contents of first aid kits. The first aid kits will be inspected and updated annually and re-supplied as needed by the Public Health Nurse assigned to the school.

2.0300.13 *STUDENT LOADING ZONES*

Issue date: 1996/97

School bus loading/unloading zones will be clearly marked and posted with signs. Privately owned vehicle loading/unloading zones will be clearly marked and posted with signs. If parking lots are available they will be properly marked, e.g. student, staff, visitor, etc.

2.0310 SAFETY DRILLS

2.0310.01 *SAFETY ADMINISTRATOR*

Issue date: 96/97
Updated: 11/9/23

The District shall appoint a safety administrator who is knowledgeable regarding applicable codes. Each school within the District shall prepare and submit to the District Safety Administrator a plan for the standard response protocol. Each school plan will comply with all applicable regulations and rules of the state.

2.0310.02 *SAFETY TRAINING*

Issue date: 96/97
Updated: 11/9/23

A school's safety plan shall include standard response protocols and shall provide procedures for students and adults to receive developmentally appropriate and age-appropriate emergency preparedness training including:

(a) rescue techniques;
(b) first aid;
(c) safety measures appropriate for specific emergencies; and
(d) other emergency skills.

2.0310.03 *SAFETY DRILLS*

Issued: 11/9/23

Schools shall conduct safety drills in accordance with State code.

Secondary schools shall have an emergency evacuation drill conducted at least every two months, to a total of four emergency evacuation drills during the nine-month school year. The first emergency evacuation drill shall be conducted within 10 school days after the beginning of classes. The third emergency evacuation drill, weather permitting, shall be conducted 10 school days after the beginning of the next calendar year. The second and fourth emergency evacuation drills may be substituted by a security or safety drill to include shelter in place, earthquake drill, or lockdown for violence. If inclement weather causes a secondary school to miss the 10-day deadline for the third emergency evacuation drill, the secondary school shall perform the third emergency evacuation drill as soon as practicable after the missed deadline.

Elementary schools shall have a safety drill each month. The monthly required emergency evacuation drill can be substituted by a security or safety drill to include shelter in place, earthquake drill, or lockdown for violence. The routine emergency evacuation drill must be conducted at least every other drill.

In all schools, teachers may delay evacuation upon fire alarm activation for up to 60 seconds when all of the following conditions are met:

A. There is no visible flame or evidence of products of combustion (smoke).

B. The building is protected throughout by an approved fire sprinkler system.

C. The building is protected throughout by an approved fire alarm system.

D. Students are in the safe zone of the room lined up and prepared for immediate evacuation.

All special education classrooms may shelter in place, or delay evacuation when all of the following conditions are met:

A. There is no visible flame or evidence of products of combustion (smoke).

B. The building is completely protected by an approved fire sprinkler system.

C. The building is completely protected by an approved fire alarm system.

D. The classroom has a minimum of one approved exit that discharges directly to the exterior.

E. The classroom has been approved to shelter in place by the fire code official.

Utah Code: Section 15A-5-202.5

2.0310.04 *FIRE SAFETY CHECK LIST*

Issue date: 96/97
Updated: 11/9/23

The Division of Risk Management for the state of Utah has determined the following checklist for District teachers:

1. Exit doors shall not be locked, chained, bolted, barred, latched or otherwise rendered unusable.

2. Exit doors shall be operable from the inside without the use of a key or any special knowledge or effort.

3. Fire doors shall not be obstructed (blocked open) or otherwise impaired from their proper operation at any time.

4. Storage shall be maintained two (2) feet or more below the ceiling in non-sprinkled areas of the buildings.

5. Storage shall be maintained eighteen (18) inches or more below sprinkler head deflectors in sprinkled areas of buildings.

6. Storage of combustible materials is not permitted in attics, basements, and concealed spaces unless separated by one (1) hour construction.

7. Combustible material shall not be stored in exits or exit enclosures.

8. Obstructions, including storage, shall not be placed in the required width of an exit. Exits shall not be obstructed in any manner and shall remain free of any material or matter where its presence would obstruct or render the exit hazardous.

9. Fueled equipment, including motorcycles, lawn-care equipment, snow blower, and portable cooking equipment, cannot be stored, operated or repaired within a building except in buildings or rooms constructed for such use.

10. Any amount over ten (10) gallons of flammable liquids (duplicating fluid, gasoline, lacquer, paints or thinners, etc.) must be stored in either a flammable storage cabinet or flammable storage room built, inspected and approved for these materials.

11. Extension cords cannot be used as a substitute for permanent wiring.

12. Defective wiring and equipment shall be replaced or repaired.

13. A minimum of a thirty (30) inch clearance shall be provided around and in front of electrical control panels for access.

14. Power taps shall be directly connected to a permanently installed receptacle.

15. Fire alarm systems must be operable and in good repair at all times and may not be turned off, except for repair.

16. All fire systems (fire hydrant, standpipes, fire alarm, fire sprinklers, etc.) and fire protective or extinguishing systems or appliances shall be maintained in an operative condition at all times and shall be replaced or repaired where defective.

2.0400 TRAFFIC CONTROL

2.0400.01 *PARKING AND TRAFFIC ON SCHOOL GROUNDS*

Issue date: 4/25/96
Updated: 4/11/24

The local school administration shall be responsible to handle, or initiate action to handle, any situation that may arise from the operation or parking of vehicles on school property. The following procedures and guidelines shall be followed:

1. The applicable district, state, county or municipal traffic and parking regulations shall be enforced upon school and District property.

Maximum speed on school and district premises is ten (10) miles per hour.

Vehicular traffic is limited to entering, exiting and parking. No cruising or loitering will be permitted.

All vehicles are restricted to designated roadways. Only school maintenance vehicles in the performance of duty shall be driven on lawns, paths or other prohibited areas.

No parking shall be allowed in the areas where the curb is designated "NO PARKING" or where such parking would obstruct regular vehicular traffic.

Utah Code § 53A-3-402(16), (17)

2.0400.02 *REGISTRATION, PARKING AND CONTROL OF MOTOR VEHICLES*

Issue date: 4/25/96
Updated: 4/11/24

The following rules and regulations relate to the registration, parking and control of vehicles by high school students:

1. All District traffic and parking regulations and individual school regulations, if any, may be made available to every student and faculty member.

Schools may require students to register, with the school, all motor vehicles that will be driven or parked on school property. A registration decal may be required to be displayed on the vehicle in a location to be determined by the school.

Prior to vehicle registration at designated high schools and issuance of the decal, if required, the student must possess the following:

a. A parent or guardian's written permission for the student to bring a vehicle to school.

b. A signed statement by the parent and student that they understand that when any car is on school property, the car may be searched if the school authorities have reasonable cause to suspect that materials that are in violation of the state, county, municipal or school

code are stored therein; they further understand that any materials found may be seized and used as evidence in school disciplinary hearings.

Students are to park in the designated student parking areas and within parking spaces as directed by painted lines and signs.

2.0400.03 *REGULATORY SIGNS*

Issue date: 4/25/96
Updated: 4/11/24

All regulatory signs utilized on District or school property shall be placed in conspicuous and appropriate areas of the grounds. All regulatory signs must be approved by the District prior to posting.

2.0400.04 *ENFORCEMENT*

Issue date: 4/25/96

These rules and regulations shall be enforced by the local school administrations and area law enforcement agencies. Enforcement may include, but shall not be limited to, the following: citations, towing away at owner's expense and/or revocation of the privileges to park and drive on school property.

2.0400.05 *RESPONSIBILITY*

Issue date: 4/25/96

The Board assumes no responsibility for damage to cars, lost articles, damage to property or injury to persons by the vehicle or its driver while on District property.

2.0500 RIGHT OF ENTRY

2.0500.01 *IDENTIFICATION AND RIGHT TO REJECT*

Issue date: 4/25/96
Updated: 9/5/25

Identification may be required of any person on school property. The Board or its designee may refuse to allow persons having no legitimate business to enter school property. The Board or its designee may reject any undesirable person from the property upon said person's refusal to leave peaceably on request.

A private investigator may be allowed on the school campus, but they must be authorized by the school administration prior to being on district property to conduct their investigation. School administration may require court orders or parent/employee authorization before granting school authorization. School administration may establish procedures for how investigations on campus will be conducted to minimize disruption to the learning environment and respect individuals' rights. Private investigators are subject to the same laws and regulations as any other individual, including those related to trespassing and privacy.

2.0500.02 *SECURITY PERSONNEL*

Issue date: 4/25/96

Campus security personnel may be employed when determined by the Board. Officers who are authorized to bear arms must have completed Police Officer Standard Training and be certified for category as needed by the District.

2.0600 RISK MANAGEMENT

2.0600.01 *RISK MANAGEMENT*

Issue date: 4/25/96
CI

"Risk Management" means the USBA Risk Management of Educator's Insurance Company.

These guidelines are intended to accomplish two goals:

1. Notify you of your responsibilities to inform Risk Management of accidents that may be covered by Risk Management;

Solicit your help in screening accidents that may be covered.

Though this task may be new or unfamiliar to you, we request that you help us screen out insignificant occurrences, while at the same time identifying all possible cases that may be covered by Risk Management. Early investigation of all potential liability situations is essential to allow liability reduction by Risk Management.

1. The principal of each school or designee in the District should immediately investigate all accidents and injuries in school buildings or on school grounds or at school activities, involving injuries to any students or District employees (staff injuries are covered by Worker's Compensation under separate policies).

The principal or designee shall be responsible to prepare and keep a written record of all accidents which are likely to result in a liability of the District, including a complete statement of circumstances on a USBA/State Risk Management Accident Report (sample included as part of this policy), including but not limited to the following:

a. An accident which results from the condition of the premises, building or equipment;

b. An incident where proper supervision by any District employee may be an issue;

c. If a parent or guardian has expressed the opinion that the District has been responsible for an accident;

d. An accident resulting from an activity or circumstance in which the District may be responsible for the accident

e. An accident involving District vehicles or other vehicles engaged in authorized school activities;

f. An accident involving an employee or other agent, acting within the scope of duties of the District employee who may be responsible for the accident.

All reports shall be completed of forms provided by USBA/State Risk Management and sent to a designated individual at Educators Insurance Company.

The principal of each school shall be assumed to be the designated person to submit the report unless otherwise instructed by the District.

2.0600.02 *LIABILITY*

Issue date: 4/10/97
CI

In addition to accidents involving physical injury, all situations, which may give rise to liability of the District, should be reported, including but not limited to employment discrimination, wrongful termination, defamation, sexual harassment, and sexual abuse.

All potential liability situations should be immediately reported to the District's designated Risk Management Coordinator, who will notify the Division of Risk Management, including situations or incident where liability issues are unclear.

Whenever serious injury has occurred, or parents or guardians request that the District assume responsibility, or where it is felt that the District may be exposed to legal action, USBA Risk Management service shall be immediately notified by telephone, with written reports to follow.

2.0600.03 *LITIGATION GUIDELINES*

Issue date: 4/10/97
CI

Where litigation may ensue, the following guidelines shall apply:

1. Copies of all legal papers or pleadings of a court received by the District or any of its employees acting within the scope of their duties should be sent to USBA Risk Management Service.

All District personnel should be instructed not to make any statements for admission of liability in connection with any situation that may give rise to liability of the District.

The circumstances surrounding any potential liability situation should not be discussed by any District employee with any third party until Risk Management has been notified and the District's attorney has approved such communication.

2.0600.04 *RISK MANAGEMENT COORDINATOR*

Issue date: 4/10/97
Updated: 8/10/05
CI

The Business Administrator of the District is hereby appointed as the District's Risk Management coordinator.

2.0600.05 *SCOPE OF COVERAGE*

Issue date: 4/10/97
CI

The Board hereby elects to extend its insurance coverage available from risk management to cover employees in their individual capacities to the extent claims of liability arise from acts performed within the scope of the employee's employment with the School District.

2.0600.06 *NOTICE TO EMPLOYEES*

Issue date: 8/10/05
Updated: 12/5/24

Before the beginning of each school year, the School District shall provide a copy to each employee of a disclosure prepared by the state risk manager regarding the coverage against liability provided to School District employees pursuant to Section 63A-4-204 (4)(b) & (d), which information shall include:

1. The eligibility requirements to receive coverage

The basic nature of the coverage for School District employees

Whether the coverage is primary or in excess of any other coverage provided to employees

2.0600.07 *NOTICE TO NEW EMPLOYEES*

Issue date: 8/10/05
Updated: 12/5/24

If a school district hires an employee after the first day of the school year, no later than 10 days after the day on which the employee is hired, the school district shall provide the information to the employee.

63A-4-204 (4)(e)

2.0700 TRANSPORTATION

2.0710 DIRECTOR OF TRANSPORTATION

2.0710.01 *DUTIES OF PUPIL TRANSPORTATION DIRECTOR*

Issue date: 4/25/96
Updated: 01/03/19
CJBA

The Pupil Transportation Supervisor will:

1. Provide assistance to the Board in planning, budgeting and forecasting for the pupil transportation system;

Assist school officials in school site selection and plant planning;

Provide for bus chassis and body procurement;

Develop and implement a plan for equipment maintenance;

Recruit, select and instruct personnel

Determine bus routes and schedules;

Develop and implement pupil transportation safety instructional programs;

Cooperate with the Superintendent, teachers, transportation personnel, students, parents and public and private agencies to improve the quality and safety of the transportation system;

Investigate and report accidents;

Maintain records and prepare reports; and

Develop and supervise the implementation of an ongoing evaluation plan for the district pupil transportation system.

Standards for Utah School Buses and Operations, p. 65-66 (2004)

2.0710.02 *QUALIFICATIONS OF PUPIL TRANSPORTATION DIRECTOR*

Issue date: 4/25/96
Updated: 01/03/19
CJBA

The Pupil Transportation Director shall have a basic understanding of the educational process, and shall have the following qualifications:

1. A satisfactory driving record as revealed through checks with the Driver's License Division.

A satisfactory work history as verified through professional references.

An undergraduate degree or equivalent experience in Education, Business Administration, Management, Fleet management, or a related field;

The ability to manage personnel and resources necessary to achieve a desired objective.

Meeting the qualification standards of bus drivers..

Standards for Utah School Buses and Operations, p. 66 (2004)

2.0720 PERSONNEL

2.0720.01 *OPERATORS AND MECHANICS*

Issue Date: 3/14/19
CJBB

School bus operators

A school bus driver shall possess the following qualifications:

1. Be at least 21 years of age.

2. Meet the physical standards set forth in the Standards for Utah School Buses and Operations.

3. Provide evidence of a successfully completed physical examination in accordance with the U.S. Department of Transportation, Bureau of Motor Carrier Safety Regulations for Drivers. This physical examination is renewable every two years.

4. Possess a commercial driver license (CDL) with a school bus endorsement.

5. Complete an application form which includes a personal and occupational history.

6. Possess a good driving record. The candidate must not have more than 100 violation points on his or her record to be qualified and must have no more than two moving violations or two minor accidents (or combination of moving violations or accidents), or a severe preventable accident, within the past 24 months.

7. Pass a check to determine if the applicant has a record of criminal offenses. In general, the District shall determine whether a prior conviction or charge precludes an offer of employment. However, the District shall employ no person as a school bus operator who has been convicted of any of the following offenses (The applicant should be informed of these checks before being asked to complete the application for employment):

    a. Any felony.

    b. Any offense resulting in a sentence to a term of imprisonment or correctional detention.

    c. Driving while under the influence (within the prior 10 years).

    d. Any conviction involving child abuse, neglect, or endangerment.

    e. Any conviction for possession or distribution of an illegal substance.

    f. Any conviction involving violence, or any sex-related offense.

8. Not have any positive result or refusal to take a drug or alcohol test.

9. Demonstrate the ability to follow detailed, written instructions and be able to accurately record and report data in terms of specific instruction.

10. Complete, prior to transporting pupils, adequate classroom and in-bus training to enable the applicant to handle the bus in a safe and efficient manner.

11. Complete an annual in-service training course.

Standards for Utah School Buses and Operations, p. 66-67 (2004)
Standards for Utah School Buses and Operations, p. 29 (2010)

Traffic violation reporting

Bus drivers must report any charge, citation, or conviction of any traffic violation to the District with 30 days, with the exception of parking violations. (This applies to any such matters whether those occur in the course of work responsibilities or on personal time and with private vehicles.)

Standards for Utah School Buses and Operations, Appendix, pg. 66 (2010)

Maintenance and service personnel

The District will employ adequate staff to perform maintenance functions on a timely basis. The District will arrange, at regular intervals, for pre-service and in-service training for mechanics.

Standards for Utah School Buses and Operations, p. 67-68 (2004)

Misconduct: violation of regulations—officers and employees

Any officer or employee of any District who violates any of the regulations established under Utah Code Section 41-6a-1304 (the Standards for Utah School Buses and Operations) or fails to comply with said regulations in any contract executed by that person on behalf of a District shall be guilty of misconduct and subject to removal from office or employment.

Utah Code § 41-6a-1305(1) (2005)

Misconduct: violation of regulations—contractees

Any person operating a school bus under contract with a District who fails to comply with any regulations contained in the Standards for Utah School Buses and Operations shall be guilty of breach of contract and such contract shall be canceled after notice and hearing by the responsible officers of such District.

Utah Code § 41-6a-1305(2) (2005)

2.0720.02 *CONTROLLED SUBSTANCES IN TRANSPORTATION AND ALL "SAFETY-SENSITIVE" JOBS*

Issue date: 4/25/96

The purpose of this policy is to establish guidelines for alcohol and controlled substances testing in compliance with the Omnibus Transportation Employee Testing Act of 1991 (the Omnibus Act) and to set forth the procedures for implementing this policy.

1. District employees adhere to rules and regulations set forth and contained in the Pupil Transportation Drug and Alcohol Testing Policy Employee Handbook, (Utah State Office of Education, January, 1995)

2. Districts will strive to maintain a workplace free of the unlawful use, manufacture, distribution, dispensing, and possession of alcohol and illegal substances.

3. Districts will take action against employees who use, distribute, or possess illegal controlled substances on the job.

4. District employees will report to work in a fit condition for duty. Being under the influence of alcohol or illegal controlled substances on duty is prohibited.

5. If the employee seeks help prior to discovery or prior to notification of random testing, then confidentiality, job security, and promotional opportunities will be protected.

6. If the employee does not seek help and the problem in some way comes to the attention of the employer, then corrective or disciplinary action will result.

7. If an employee is arrested off the job for drug involvement, the school district will consider various circumstances surrounding the arrest before taking action.

8. A covered employee charged with possession, use, sale, distribution, or manufacture of alcohol or illegal controlled substances on District property will be removed from "safety-sensitive" duties until the charges are adjudicated. If the charges result in termination from District employment, the District will not participate financially in any subsequent counseling, rehabilitation or hospitalization.

9. If any employee is under treatment with a medication that could alter his/her ability to perform a job, the employee could be subject to reassignment.

10. Supervisors and other employees in jobs classified as "safety-sensitive" will receive annual substance abuse training in accordance with the Omnibus Act.

11. As a condition of employment in a job in a Utah School district having "safety-sensitive duties", an employee or applicant must agree, in writing, to the release of the records of:

    a. Positive controlled substances test,

    b. Alcohol tests that register above, four hundredths (0.04) BAC,

    c. When positive, tests result in disciplinary action

    d. Any refusal to be tested. The signed release must stipulate that the employee agrees to the release of such records dating back two years from the date or hire for new employees and two years from any inquiry related to employment status in which the driving or performance record of the individual is at issue, and the records may be released to other Utah school districts and other states via confidential transmittal through the Bus Supervisor.

12. All Utah public school districts will implement the policy set forth in Paragraph 11 above, by including in the employment application for "safety-sensitive" jobs statements to the effect that:

    a. An essential function of safety sensitive jobs in the District is that the person performing such a job do so free of illegal controlled substances and with a BAC within the limits set forth in this policy,

    b. Application for employment in such a job in the District implies consent to the condition in paragraph 11.

2.0720.03 *STATEWIDE CONTROLLED SUBSTANCE TESTING*

Issue date: 4/25/96

1. In accordance with the Omnibus Transportation Employee Testing Act of 1991 and Utah State Board of Education Policy, statewide drug and alcohol testing will commence January 1, 1995. Persons subject to draft testing are employees of the District who hold the Commercial Driver's License (CDL) and perform "Safety-Sensitive" duties.

2. These employees include but are not limited to:

    a. All part-time and full-time, and substitute school bus drivers who hold the CDL

    b. All mechanics that work on school busses and who hold the CDL.

    c. All driver trainers who hold the CDL.

    d. All supervisors who hold the CDL.

    e. Any other employee who transports students for the District and holds the CDL

    f. District employees who transport students but do not hold the CDL may be required to have controlled substance testing by the Board at any time.

3. In the first year of testing, 1995 all CDL employees will be tested for controlled substances (drugs). This testing will commence in January 1995. Employees who do not report for testing will not be permitted to perform "safety-sensitive" duties until testing has been accomplished.

Transportation Supervisors in the District will provide notice of testing dates, times and locations immediately prior to testing.

2.0730 TRANSPORTATION: TRAINING

2.0730.01 *GENERALLY*

Issue date: 4/25/96
CJBC

The District will permit all personnel the opportunity to participate in training in order that they attain a high degree of competence and knowledge of their duties.

Standards for Utah School Buses and Operations, p. 73 (2004)

2.0730.02 *DIRECTOR*

Issue date: 4/25/96
CJBC

The District will allow the Transportation Supervisor to receive continuous training through an annual meeting conducted by the State Office of Education.

The District will allow the District Transportation Supervisor to attend the yearly national conference.

Standards for Utah School Buses and Operations, p. 75 (2004)

2.0730.03 *BUS DRIVER TRAINING*

Issue date: 4/25/96
CJBC

1. Pre-service – Six (6) hours required: Before actually driving students to school, the driver shall ride with an experienced driver to observe operational procedures.

    a. The District will provide this training with the assistance of the Utah State Office of Education Pupil Transportation Specialist.

    b. The length of the pre-service training shall be commensurate with the applicant's knowledge and skill. All school bus drivers, however, must undergo a minimum of six (6) hours of pre-service training.

2. Basic Course – eighteen (18) hours required: This eighteen (18) hour course provides a comprehensive training program. All drivers will successfully complete this course at the end of their first year of driving.

3. Annual In-Service Training – eight (8) hours required: The District, in cooperation with the Utah State Office of Education Pupil Transportation Specialist, will conduct an annual in-service course.

    a. Evaluations of drivers and policies of the board will be an integral part of the District's in-service training program.

4. Defensive Driver Course – eight (8) hours: The Defensive Driving Course is an accident prevention training program. It offers every bus driver a standardized method of accident avoidance. The Board will schedule this course to be taught to all drivers at least once every four (40 years.

5. First Aid/Emergency Care – eight (8) hours: Emphasis of this course should be directed to the training needs of a school bus driver involved in an emergency situation. The District will schedule this course to be taught to all drivers at least once every four (4) years.

Standards for Utah School Buses and Operations, p. 74-75 (2004)

2.0730.04 *MECHANIC TRAINING*

Issue date: 4/25/96
CJBC

A school bus, which operates properly, is more responsive to the driver's command and enables the driver to devote attention to the driving task. The importance and the continuous safe operating characteristics of the school bus are vital to the District's transportation system. An untrained mechanic is a poor investment of funds. Therefore, full-time mechanics should attend the Utah State Office of Education's annual in-service training.

The District will also make available to all mechanics the necessary training for the particular buses that the mechanic will service.

Standards for Utah School Buses and Operations, p. 74-75 (2004)

2.0730.05 *COMMUNICATION AND EVALUATION*

Issue date: 4/25/96
CJDA

School bus drivers must keep District personnel, parents and students informed of all operational procedures. The Board will ensure that channels of communication are set up so that information can be disseminated quickly and effectively. The Board will also ensure that inquiries, requests, suggestions and recommendations are given prompt and immediate attention and are handled efficiently. Some of the methods that the District may use are:

1. Bulletins to school administrators, teachers, drivers, parents, students, and others associated with the operation to explain the District's transportation policy and to clarify new laws and safety policies.

Meetings that provide an opportunity for those associated with the school transportation program to share their views and help build broad community support for safe transportation.

Public press to inform parents of policy, route stops and schedule changes, the safety record of the student transportation operation and positive driver achievement records.

Conferences with drivers, disruptive students and their parents to discuss solutions to disciplinary problems, to evaluate and reformulate policy.

Letters to inform parents of all school and state regulations, new routes, and to permit a reply to more urgent inquiries regarding student transportation, policy and procedures.

Telephone calls to provide immediate contact between bus drivers and the school or between parents and the school in the event of urgent or emergency situations.

Radio and/or television announcements to inform the public of procedures the school will follow in case of severe weather conditions or other natural phenomena, new policies, laws, etc.

Standards for Utah School Buses and Operations, p. 87 (2004)

2.0730.06 *EVALUATION*

Issue date: 4/25/96
CJAB

In student transportation, the ultimate objective is to provide children with safe transportation to and from school in the most efficient and cost effective means possible. The date and records that are gathered during the normal course of business provide a part of the information necessary to establish the present status of the student transportation program. The "Criteria for the Evaluation of District Pupil Transportation Operations" (Appendix C) provides a framework for effective evaluation. The Board will use this framework, with further modifications suggested by the district Pupil Transportation specialist, to determine what changes will make the student transportation system more efficient and cost effective.

Standards for Utah School Buses and Operations Appendix 11 (2004)

2.0740 TRANSPORTATION: RECORD KEEPING

2.0740.01 *ACCIDENT RECORDS*

Issue date: 4/25/96

The District will maintain the following:

1. Accident Records to function as analysis, which in turn, provide material for accident prevention programs. In addition to the Uniform School Bus Accident Report Form, additional accidental records may include:

2. A list of pupils injured, their home addresses, phone numbers, the extent of their injuries and appropriate explanations.

3. A list of bus occupants and witnesses, including their addresses, phone numbers and statements.

4. A statement of the extent of damage and an estimate of repair costs.

5. Post-accident data.

6. A signed statement from the bus driver concerning the particulars of the accident.

2.0740.02 *PERSONNEL*

Issue date: 4/25/96

1. Records containing the following types of information:

    a. Applications from all employees including:

b. Confirmed work history

c. Driving record, and

d. Criminal record.

In considering application formats, the District will verify acceptable questions with State Human Rights Divisions. No questions relative to age, sex, marital status, etc. will be included.

Physical examination results

Training and testing records including:

e. Behind the wheel,

f. Knowledge,

g. Hours of instruction.

Payroll records, including:

h. Absences and their causes,

i. Current wages,

j. Years of service.

Complaints, commendations and evaluations.

Organizational records including:

k. Number of employees

l. Wage scale and

m. Other records as required.

2.0740.03 *ROUTE RECORDS*
Issue date: 4/25/96

1. Route Records containing:

a. Types of Routes.

b. Route Descriptions

c. Route Miles.

d. Information about the needs of Special Education Students.

Maintenance Records containing:

e. Line setting tickets.

f. Work orders.

g. Preventative maintenance.

h. Equipment specifications.

Cost records containing data in the following categories:

i. Vehicles

j. Labor cost

k. Parts cost

2.0750 TRANSPORTATION: FUNDING

2.0750.01 *FUNDING*

Issue Date: 4/25/96
CJAA

Revenue

The District will fund the transportation program primarily from the revenue provided by the state. To this end, the District will comply with all state rules and regulations regarding funding and record keeping.

The Board will determine what students are eligible for state-sponsored transportation and whether the expenses of ineligible students will be funded from the general revenue of the District or from special tax revenue.

Utah Code § 53F-2-402 (2018)
Utah Code § 53F-2-403 (2018)

Funding for students not otherwise eligible

The Board may provide for the transportation of students who are not eligible for state-supported transportation, regardless of the distance from school from:

1. General funds of the District; and

A tax rate not to exceed 0.0002 per dollar of taxable value imposed on the District.

Funding for extra-curricular activities

The District may also use tax revenue to pay for transporting participating students to extracurricular activities, night activities, and educational field trips approved by the Board and for the replacement of school buses.

Utah Code § 53A-17-108

Alternative transportation

The Board and Bus Supervisor will analyze bus routes that involve a large number of deadhead miles to determine if an alternative method of transporting students is more efficient. Alternatives include the following:

1. Transporting eligible students in District multipurpose passenger vehicles.

Paying eligible students an allowance in lieu of District-supplied transportation.

Providing a subsistence allowance.

Engaging in a contract or leasing for transportation.

Utah Admin. Rules R277-600-7 (November 7, 2016)

2.0750.02 *ROUTE PLANNING*

Issue date: 2/14/19
CJAC
Updated: 3/10/22

General Requirements

Buses operated by the District will run on routes approved by the Board and approved by the State Board of Education. The District will provide the State Board of Education all information requested for the approval of any route.

The Transportation Director will not propose routes for which a student allowance or subsistence allowance accomplishes the needed transportation at less cost.

Routes proposed by the Board must:

1. Traverse the most direct public route;

2. Be reasonably cost effective related to other feasible alternatives;

3. Provide adequate safety for students;

4. Traverse roads that are constructed and maintained in a manner that does not cause property damage; and

5. Include an economically appropriate number of students.

Utah Admin. Rules R277-600-6(3) (November 7, 2016)
Standards for Utah School Buses and Operations, p. 71 (2004)

Number of students

The minimum number of general education students required to establish a route is ten; the minimum number of students with disabilities required to establish a route is five. If a route is required for less than these numbers, the Board will propose such a route to the State Superintendent for approval.

Utah Admin. Rules R277-600-4 (November 7, 2016)
Standards for Utah School Buses and Operations, p. 71 (2004)

Bus stops

The Transportation Director will designate safe areas for bus stops. To promote efficiency, the minimum distance between bus stops will be 3/10 of a mile, unless safety is a concern. Bus routes shall avoid, whenever possible, bus stops on dead-end roads. A student is expected to walk to bus stops up to one and one-half miles for elementary students and two miles for high school students from home depending on the age and ability of the student. Special education students are

responsible for their own transportation to bus stops except as provided otherwise in their Individualized Education Program (IEP).

Utah Admin. Rules R277-600-6(5), (6) (November 7, 2016)
Standards for Utah School Buses and Operations, p. 71 (2004)

Roads

A bus route may follow only public roads that are constructed and maintained at such standards that the condition of the road will not subject the passengers on the bus to undue hazard and will not subject the District or any of its employees to liability for injury or property damage.

Standards for Utah School Buses and Operations p. 72 (2004)

Changes

Whenever a bus route is extended to pick up additional children, the Transportation Director will analyze extra costs and time and obtain prior approval from the State Board of Education. The District will consider whether student reimbursement will be more economical.

Standards for Utah School Buses and Operations p. 71 (2004)

Routes as alternatives to construction

When the District is not using facilities efficiently, the Transportation Director, with permission from the State Superintendent, will examine the use of bus routes as an alternative to building construction.

Building construction alternatives include elementary double sessions, year-round school, and attendance across district boundaries.

Utah Admin. Rules R277-600-6(10) (November 7, 2016)
Standards for Utah School Buses and Operations, p. 72 (2004)

Planning process

In order to establish bus routes that will adequately meet the needs of pupils, the Board or District Pupil Transportation Director will procure a map of the area served by a particular school or school system. Information on the road conditions, railroad crossings and other factors that might affect the particular operation should be recorded on the map along with the location of homes and the number of school age children in each.

Satisfactory school bus stops should be identified along streets and highways where buses can travel with the least amount of risk. The number of pupils to be transported and the distance to be traveled are primary factors in allocating equipment for a particular area. The District should assign pupils to specific stops according to walking distances, grade level and school attended. The District will give special attention to students with disabilities.

Standards for Utah School Buses and Operations § 103.08

Surveys/schedules

Bus routes, stops, and schedules will be developed by the District Pupil Transportation Director following the processes and procedures outlined in the “Routing and Scheduling” section of the Driver Guidelines in the Standards for Utah

School Buses and Operations, including review of maps, surveys of existing and proposed routes and stops, and other methods of planning and evaluation.

Standards for Utah School Buses and Operations, p. 76-78 (2004)

Activity trip rotation

Trip drivers will accept and maintain a 60% completion rate of trips offered during each athletic/extra-curricular season of the school year (fall, winter, and spring) counting at the minimum of three trips offered. This 60% rate of completion will start over at the end of each season's state tournament competitions. Failure to maintain a 60% rate of completion will result in removal from the trip rotation for that specific season, including state tournament assignments. The Transportation Director may make exceptions or assign trips to specific drivers under extenuating circumstances.

2.0750.03 *SCHOOL SITE SELECTION*

Issue Date: 3/14/19
CJAD

Generally

When school sites are selected, the Board will give consideration to the safety of the pupils riding school buses. The Board will avoid high density traffic flow near school exits and entrances. Proper site selection and plant planning for improved school transportation is extremely important. Specifically, all sites should provide:

1. Separate and adequate space for school bus loading zones
2. Clearly marked and controlled walkways through the school bus zones.
3. Traffic flow and parking patterns separate from the boarding zone.
4. A separate loading area for wheel chairs.
5. An organized schedule of loading areas with stops clearly marked.
6. A loading and unloading site to eliminate the backing of school buses.

Standards for Utah School Buses and Operations, Appendix 8, p. 133 (2004)

Special education

Pupils with disabilities require special care in transportation. All personnel in the District will abide by the standards in Standards for Utah School Buses and Operations, Transporting Students With Disabilities.

Standards for Utah School Buses and Operations p. 105-114 (2004)

2.0760 TRANSPORTATION: BUSES

2.0760.01 *DESIGN AND CONSTRUCTION*

Issue date: 4/25/96
CJCA

All buses that the District uses will conform to the requirements set out for new and used buses in "Standards for Utah School Buses and Operations." Further, the District State Office of Education is in Possession of a certificate to the effect that the buses to be purchased comply with the "Standards for Utah School Buses and Operations."

Standards for Utah School Buses and Operations, p. 59-60 (2004)

2.0760.02 *MARKINGS*

Issue date: 4/25/96
CJCA

Every school bus, when operated for the transportation of school children, shall bear upon the front and rear of the bus a plainly visible sign containing the words "School Bus" in letters not less than eight (8) inches in height, which shall be removed when the vehicle is not in use for the transportation of school children.

Utah Code § 41-6a-1302(1) (2017)

2.0760.03 *LIGHTS*

Issue date: 4/25/96
CJCA

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

Utah Code § 41-6a-1301(1) (2015)

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

Utah Code § 41-6a-1301(2) (2015)

2.0760.04 *INSPECTION*

Issue date: 4/25/96
CJCA

Before any new school bus shall be put into service, the District shall inspect and test the bus to verify conformance with "Standards for Utah School Buses and Operations."

Tests which shall be conducted during the inspection of a school bus shall include but not be limited to:

1. Inventory of required safety features

2. Functions tests of all lamps and signals emergency braking system, horn and other operating systems.

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

Failure to satisfy all requirements of the standards will result in either a provisional approval until the manufacturer brings the vehicle up to standard or an exemption from the subject is requested.

Any provisional approval shall not be for more that ninety (90) days. Failure to bring the bus up to standard or apply for an exemption during the provisional period shall result in the bus being placed out of service.

Standards for Utah School Buses and Operations, p. 59 (2004)

The District will remove from public highways any buses that the Department of Public safety and the Utah Highway Patrol determine to have defects endangering the safety of passengers until such defects have been remedied.

Utah Code § 53-8-211(2)(a), (2)(b)(iv) (2017)

2.0770 TRANSPORTATION: EQUIPMENT

2.0770.01 *INSPECTION OF EQUIPMENT*

Issue date: 4/25/96
CJCB

The school bus driver is the key to an effective daily inspection program. It is the driver's responsibility to make a planned and systematic inspection of the bus before each trip.

Standards for Utah School Buses and Operations, p. 78-80 (2004)

2.0770.02 *MAINTENANCE*

Issue date: 4/25/96
CJCB

Teamwork and written policies are essential to a well-organized maintenance program. The Board has adopted strong and reasonable school bus maintenance policies that provide efficient guidelines for the supervisor of transportation, maintenance personnel and operators of the vehicles. Such policies include that maintenance responsibilities of each person involved and provide for a planned maintenance program.

Planned maintenance is scheduled maintenance that involves making minor repairs and adjustments which, if neglected, may develop into major difficulties.

Manufacturers' service manuals and warranty protection guidelines contain valuable information for successful preventative maintenance programs. Mechanics should carefully follow these instructions and procedures for maximum efficiency and safety in fleet operation. Vehicle and component manufacturers offer training for fleet mechanics. Mechanics interested in efficient operations will take advantage of these training programs.

1. The objectives of a planned maintenance program are:

2. Keeping the vehicles in safe and efficient operating condition;

3. Preventing road failures;

4. Conserving fuel;

5. Lowering the maintenance cost by reducing the need for major repairs to overhaul;

6. Extending the useful life of the vehicle and its components; and

7. Enhancing vehicle appearance.

The Board has authorized a system whereby written communication allows interchange and feedback relative to the maintenance work completed. This system includes:

1. A driver's report from to initiate needed maintenance;

2. A mechanic's certification of completed work; and

3. A method of permanently recording the repairs and maintenance history of each vehicle.

Standards for Utah School Buses and Operations, p. 81 (2004)

2.0770.03 *ADVERTISING ON SCHOOL BUSES*

Issue Date: 9/12/19
CJCC

Authorization

The Board of Education authorizes the sale of advertising on school buses used by the District subject to the standards and requirements of this policy.

Advertising Content

The content of advertising on school buses shall be appropriate for school age children and shall be consistent with state health curriculum requirements (established under Utah Code § 53G-10-402).

The District shall not accept advertising for school buses which contains:

1. Promotion of any substance or activity which is illegal for minors, including but not limited to alcohol, tobacco, drugs, or gambling;

2. Promotion of any political party, candidate, or issue;

3. Sexual material; or

4. Religious messages (including those favorable or unfavorable towards religion).

Utah Code § 41-6a-1309 (2018)

The District may reject advertising for school buses which:

1. Relates to a subject or topic which the District determines is controversial or which may create controversy; or

2. Relates to another educational institution or an educational service which is in competition with the District's educational programs.

Advertising Contracts

Each contract for advertising on a school bus shall require the advertiser to pay the cost of placing the advertisement on the bus and the cost of removing the advertisement from the bus when the contract expires.

Revenue derived from the sale of advertising on school buses shall be used only for expenditures within accounting function 2700 (School Transportation Services).

Utah Code § 41-6a-1309(4)(b), (5) (2018)

Advertisement Placement and Format

Advertisements placed on a bus may not:

1. be placed on the front or back of the bus;
2. cover an area greater than 35% of the side area of the bus;
3. cover, obscure or interfere with the operation of any required lighting, reflective tape, emergency exits or any other safety equipment;
4. be placed within six inches of any required markings, lighting or other required safety equipment;
5. resemble a traffic control device;
6. be illuminated; or
7. be constructed of reflective material.

Utah Code § 41-6a-1309(2)(b)(iv) (2018)
Utah Admin. Rules R909-3-3 (August 25, 2011)

2.0780 TRANSPORTATION: OPERATIONS

2.0780.01 *PUPIL MANAGEMENT*

Issue date: 3/14/19
CJDB

Generally

Effective pupil management requires the combined effort of four groups: District administration, bus operators, pupils, and parents. The Board adopts this policy to set forth the responsibilities of each group to contribute to good pupil transportation management to promote the safety and well-being of pupils.

Standards for Utah School Buses and Operations, p. 68 (2004)

District responsibility

The Board is responsible to:

1. Establish the policies and procedures by which the program functions.

2. Establish pupil regulations governing the behavior and safety of pupils while on the bus and at the bus stop.

3. Institute and administer an instructional program that teaches pupils proper conduct and safety procedures.

4. Conduct a training program for school bus drivers to ensure that all policies, procedures and regulations are understood and why they must be enforced.

5. Ensure that parents receive written copies of bus rules and regulations that clearly establish parents' roles and obligations with respect to pupil promptness, attitude and behavior.

6. Provide training in pupil management skills that extends beyond the scope of enforcing rules and regulations.

Standards for Utah School Buses and Operations, p. 68, Appendix 2, Appendix 3, Appendix 4 (2004)

Operator responsibility

School bus operators are responsible to:

1. Be familiar with all rules, policies and procedures affecting pupil transportation.

2. Establish rapport with each building administrator and work to ensure proper conduct and communications.

3. Establish proper rapport with pupils. Instruct pupils in proper behavior, general procedures and drills

4. Maintain order as a safety practice and stress the following points and procedures:

    a. Minimized interior noise.

    b. Controlled passenger movement.

    c. Orderly entrance and exit.

    d. No movement of objects.

    e. Silence at railroad crossings.

    f. No transportation of unauthorized materials.

    g. Discussions and seat assignment to handle minor infractions.

    h. Use of appropriate forms to inform persons dealing with discipline problems of serious or recurring misconduct.

5. Inspect the entire length of the interior of a school bus at the end of every route and before departing the last school unloading stop in the a.m. Drivers are also to inspect the inside of their vehicles for vandalism, lost articles, etc. For buses equipped with a post trip alarm system, all necessary procedures need to be followed. Failure to do so is behavior considered insubordinate and the driver will be subject to district disciplinary procedures.

Standards for Utah School Buses and Operations, p. 68-69 (2004)

Pupil responsibility

Proper pupil behavior is important because a pupil's distraction of the driver can cause accidents. Pupils should be aware of and abide by reasonable regulations to enhance safety. The pupil should clearly understand the consequences of unacceptable behavior. Pupils are responsible to:

1. Be aware that they are responsible for their action and behavior.
2. Know what the rules and procedures are and abide by them.
3. Display proper respect for the rights and comfort of others.
4. Realize that school bus transportation can be denied if they do not conduct themselves properly.
5. Be aware that any driver distraction is potentially hazardous to their safety.

Standards for Utah School Buses and Operations, p. 69 (2004)

Parent/guardian responsibilities

Parents and guardians are responsible to:

1. Become familiar with rules and regulations.
2. Encourage children to abide by rules and regulations.
3. Assist children in understanding rules and regulations.
4. Recognize their responsibility for the actions of their children.
5. Effect desirable changes in their children's behavior.
6. Support safe riding practices.
7. Support procedures for emergency evacuation.
8. Support procedures for safely crossing the highway before boarding and after leaving the bus.
9. Support procedures to follow in emergencies.
10. Support respect for the rights and privileges of others.

Standards for Utah School Buses and Operations, p. 69 (2004)

2.0780.02 *UNAUTHORIZED PERSONS ON BUSES*

Issue date:
3/14/19
CJDBA

Authorized Persons on School Buses

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

Unauthorized Entry on School Bus

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

1. An individual enters a school bus with the intent to commit a criminal offense.

2. An individual enters a school bus and disrupts or interferes with the driver.

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

Utah Code § 76-9-107(2) (2003)

Posting of Warning

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

Utah Code § 76-9-107(3) (2003)

2.0780.03 *LIGHTS AND RAILROAD CROSSINGS*

Issue date: 3/14/19
CJDC

Lights

The operator of a school bus shall operate alternating flashing red light signals at all times when children are unloading from a school bus to cross a highway, or when a school bus is stopped for the purpose of loading children who must cross a highway to board the bus, or at any other time when it would be hazardous for vehicles to proceed past the stopped school bus.

The alternating flashing red light signals may not be operated except when the school bus is stopped for loading or unloading school children or for an emergency purpose.

Utah Code § 41-6a-1302(4) (2015)
Standards for Utah Buses and Operations, p. 76 (2004)

The flashing yellow lights shall be displayed by the school bus operator at least 100 feet, but not more than 500 feet, before every stop at which the alternately flashing red lights will be actuated.

Utah Code § 41-6a-1301(3) (2015)
Standards for Utah Buses and Operations, p. 76 (2004)

Standees

Students must be seated at all times while being transported to and from school. The school bus operator will not permit standees under any circumstances.

Standards for Utah School Buses and Operations, p. 76 (2004)

Railroad crossing

The operator of any school bus, whether carrying passengers or not, must follow the procedures and precautions for making railroad crossings set forth in the Standards for Utah Buses and Operations, Appendix 10, "Process for School Bus Operators at Railroad Grade Crossings."

Standards for Utah School Buses and Operations, Appendix 10, p. 137 (2004)

2.0780.04 *EMERGENCIES*

Issue date: 3/14/19
CJDD

Emergency evacuation

The following are instances when an operator should evacuate the school bus:

1. Fire or Danger of Fire. Proximity to an existing fire or gasoline or other combustible material combined with an inability to move the bus is considered danger of fire and pupils should be evacuated. Likewise, the operator should stop and evacuate the bus immediately if the engine or any portion of the bus is on fire. In either case, pupils should be moved to a safe place 100 feet or more from the bus and instructed to remain there until the operator has determined that the danger has passed.

2. Unsafe position. When the bus is stopped because of an accident, mechanical failure, road conditions, or human failure, the operator must determine immediately whether it is safer for pupils to remain on or evacuate the bus.

3. Mandatory Evacuations. The operator must evacuate the bus when:

    a. The final stopping point is in the path of a train or adjacent to railroad tracks.

    b. The stopped position of the bus may change and increase the danger. The operator should be certain that the evacuation is carried out in a manner which affords maximum safety for the pupils.

    c. The stopped position of the bus is such that there is a danger of collision.

    d. Sight distance. In normal traffic conditions, the bus should be visible for a distance of 300 feet or more. A position over a hill or around a curve where such visibility does not exist should be considered reason for evacuation.

Emergency evacuation drills

The Board recognizes that there is an urgent need, due to the increased number of pupils being transported and the ever-increasing number of accidents on the highways, to instruct pupils on how to properly vacate a school bus in case of an emergency. Without training, pupils may block the emergency door by all trying to exit at the same time. There is also a danger when pupils jump from the rear emergency door exit. To avoid these situations, schools should organize and conduct emergency exit drills for all pupils who ride the school bus.

In conducting school bus evacuation drills, school officials should consider and observe the guidelines and procedures set forth in the Standards for Utah School Buses and Operations, "Instructions for Conducting Emergency Exit Drills."

Standards for Utah School Buses and Operations, Appendix 5, p. 129-30 (2004)

Emergency procedures

The Board will develop an emergency plan consistent with the following guidelines, in consultation with the Pupil Transportation Director and the personnel of those agencies that will render service during emergencies. Copies of the plan should be carried in each bus. The plan will instruct the District Pupil Transportation Director, school administrators, teachers, drivers, maintenance and service personnel, pupils and others of the procedures to be followed in the event of:

1. Accidents. The plan should spell out the following:
    a. How to prevent further accidents.
    b. How to evacuate and control pupils.
    c. How to evaluate the need for medical assistance.
    d. How to get help from the police, fire department and the garage.
    e. How to collect and record data essential to the preparation of the required accident reports. An operational plan to provide two-way communication with parents and/or guardians is imperative.
2. Sudden Disability of Driver. The plan should establish procedures for handling situations resulting in the fatal injury or disability of the bus driver. The District should communicate these procedures to the appropriate persons.
3. Road Failure. The plan should cover the procedure for:
    a. Securing the bus.
    b. Controlling the passengers.
    c. Diagnosing the causes of road failure.
    d. Notifying school officials.
    e. Recovering the disabled school bus.
4. Inclement weather conditions. The emergency plan should provide procedures for determining:
    a. When schools are to be closed.
    b. Who is to make such decisions.
    c. How decisions are to be relayed to parents, pupils, school officials and staff, drivers, contractors, maintenance and service personnel, the news media and others.
    d. How to react to such natural phenomena as floods, earthquakes, etc.
5. Other types of emergency situations. The emergency plan should cover such conditions and events as:
    a. Road or bridge washouts and landslides that might block school bus routes.
    b. Bus hijacking.

Mechanical Breakdowns

In Basin

1. Evacuate students only if danger of collision or fire exists.

2. Place emergency triangles as required in "Emergency Triangle Placement" section (See below).

3. When the driver determines the nature of the breakdown, he/she must call or radio the assigned garage mechanic for assistance and radio/call the District Office. If the bus needing repair has passengers, the mechanic will travel in a bus to pick them up and return them to their destination. **If the bus has a major mechanical breakdown, or if the issue is safety related, or if the breakdown would be an out-of-service condition, the bus is not to be moved unless to get it off the road a short distance. The mechanic is to call the Lead Mechanic for direction.**

    a. After shop hours please contact the Lead Mechanic at the number on the phone list for assistance. If no response, contact the any of the numbers listed on your emergency list.

    b. When someone assists in notification of the breakdown, the following information should be ready for him or her to give:

        i. Your name

        ii. Bus Number

        iii. Nature of Breakdown

        iv. If students are aboard

        v. Exact Location

4. If you need to leave the location from which you made the original call, please let the mechanics or contact person know of your new location.

5. Under no circumstances allow passengers to proceed home by walking, hitchhiking, or accepting a ride by private transportation (parental only) without permission from the Transportation Office.

6. If on an Athletic or Field Trip, have the person in charge contact the Athletic Director/Building Principal to inform them of any delay.

Out of Basin

a. Evacuate students only if danger of collision or fire exists.

b. Place emergency triangles as required in "Emergency Triangle Placement" section (See below).

c. When the driver determines the nature of the breakdown, he/she must call DCSD's Lead Mechanic for direction. The Lead Mechanic will then determine which mechanic to send out or to use the State School District Emergency Contact List.

Emergency Triangle Placement

1. All emergency triangles shall be placed on the roadway when a breakdown or accident occurs.

2. Warning devices are to be placed on a Two-Way or Undivided Highway:

A. 100 ft. in front of bus (40 giant steps)

B. 10 ft. from the rear of bus (4 giant steps)

C. 100 ft. from the rear of bus (40 giant steps)

3. Warning devices are to be placed on a One-Way or Divided Highway:

A. 10 ft. from the rear of the bus (4 giant steps).

B. 100 ft. from the rear of the bus (40 giant steps)

C. 200 ft. from the rear of the bus (80 giant steps)

2.0780.05 *ELECTRONIC AND TELECOMMUNICATIONS DEVICES*

Issue date: 4/11/19
CJDG

Prohibited Use of Electronic and Telecommunications Devices

The safety of passengers and of the public is a school bus operator's primary responsibility at all times, consistent with training and policy.

While the school bus is in motion and not appropriately parked or secured, a school bus operator shall not use a cell phone, wireless electronic device, or any headset, earpiece, earphones or other equipment that might distract a driver from his responsibilities, whether hand held or not. (However, operators may use two-way radios or mounted GPS systems if done in a safe and appropriate manner.)

Utah Admin. Rules R277-601-3(1)(a), (b) (June 9, 2014)

Permitted Use of Electronic and Telecommunications Devices

After the bus is stopped and safely parked, a school bus operator may use an electronic device for emergencies, to assist special needs students, for behavior management, for appropriate assistance for field/activity trips, or for other issues related to the operator's work responsibilities.

Subject to other District policies regarding use of personal electronic devices, a school bus operator may use an electronic device for personal reasons only after the school bus is safely parked and appropriately secured and all passengers are safely off and at a safe distance from the bus.

Utah Admin. Rules R277-601-3(1)(c), (d) (June 9, 2014)

Training and Documentation

Each school bus operator shall be trained regarding the safe and appropriate use of two-way radios and fixed GPS devices and regarding the restrictions on use of electronic devices. Retraining or refresher training on these subjects shall be provided as needed and as determined by the Transportation Director. The District shall maintain documentation of all such training.

Utah Admin. Rules R277-601-3(1)(b) (June 9, 2014)

Disciplinary Action for Violation

Violation of the prohibitions regarding use of electronic devices by school bus operators may subject the violator to disciplinary action up to and including termination of employment. Violations of the prohibitions for emergency or compelling reasons may require documentation and will be considered on an individual basis by the District.

Utah Admin. Rules R277-601-3(1)(e), (f) (June 9, 2014)

2.0780.06 *SEAT BELTS*

Issue date: 96/97

In accordance with *State Law Article 17, Section 41-6-182, 41-6-184, 41-6-185, 41-6-186* all District employees are required to wear seat belts when driving or being transported in RERED.

2.0780.07 *VIDEO CAMERAS*

Issue date: 96/97

Video Cameras have been placed on all District buses for the purpose of:

1. Maintaining student discipline

Preventing or diminishing the vandalism to buses i.e., cut seat.

Identifying student-driver problems i.e., confrontations between driver and students, or confrontations between students.

Increase safety and comfort by monitoring all buses by using video surveillance and/or bus aides.

2.0800 SCHOOL SAFETY PLAN

Issue date: 2/14/19
CE

Purpose of Policy

Pursuant to § 53G-4-402, and in the interest of welfare of students and employees of the District, the Board deems it advisable to direct schools in the District to adopt a school safety plan in accordance with this policy.

Responsible Personnel

The Principal of each school is responsible to insure that the school safety plan is distributed to every employee in that Principal's school and to provide in-service training for all personnel and students on an annual basis and is set forth in the Emergency Preparedness Plan. In addition, the Principal of each school shall appoint a designee to coordinate emergency response to the school with local law enforcement and other public safety representatives.

2.0800.01 *VIDEO AND AUDIO SURVEILLANCE*

Issue date: 2/14/19
CEA

District security

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

Notification

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

Access to recordings

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

Staff and students are prohibited from tampering or otherwise interfering with the surveillance equipment and records. District administrative staff may review surveillance recordings to verify the occurrence of disruptive, unsafe, and/or illegal behavior. Parents or legal guardians shall only be allowed to view material that concerns their child in relationship to an alleged incident. Requests to inspect video/audio surveillance recordings must be made in writing.

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

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

2.0800.02 *DISTRICT EMERGENCY RESPONSE PLAN*

Issue date: 2/14/19
Updated: 3/12/20
CEB

Adoption of Plan

Pursuant to Utah Code § 53G-4-402(18), the Board shall adopt and implement a comprehensive emergency response plan to prevent and combat violence in the schools, on school grounds, on school vehicles, and in connection with school-related activities and events. Existing plans shall be modified as needed to conform to the requirements of rules issued by the State Board of Education. Plans shall be reviewed at least once every three years and updated as needed.

Utah Code § 53G-4-402(18)(a) (2019)
Utah Admin. Rules R277-400-3(5) (April 8, 2019)

Emergency Response Plan Committee

The Board of Education shall appoint a committee to assist with development or revision or review of emergency response plans. The committee shall consist of appropriate school and community representatives and may include administrators, teachers, parents, officers of other governmental entities (municipalities, counties, or others), and fire and law enforcement personnel. The committee shall include representatives of governmental agencies and bodies vested with responsibility for directing and coordinating emergency services on local and state levels.

Utah Admin. Rules R277-400-3(4) (April 8, 2019)

Contents of Plan

The District Comprehensive Emergency Response Plan shall

1. include prevention, intervention, and response components;

2. be consistent with the student conduct and discipline policies required for school districts by statute;

3. require professional learning for all district and school building staff on what their roles are in the emergency response plan;

4. provide for coordination with local law enforcement and other public safety representatives in preventing, intervening, and responding to violence in the schools, on school grounds, on school vehicles, and in connection with school-related activities and events;

5. include procedures to notify a student, to the extent practicable, who is off-campus at the time of a school violence emergency because the student is either participating in a school-related activity or excused from school for released-time religious instruction;

6. include, to the extent practicable, standards and protections for participants and attendees at school-related activities, including those off school property;

7. include measures to assure that during an emergency students receive reasonably adequate educational services and supervision during school hours during an emergency and for education services in an extended emergency situation;

8. include evacuation procedures to assure reasonable care and supervision of students until the student is released to a responsible party or as is permitted under State Board of Education regulation;

9. address access to school buildings by specific groups, including students, community members, lessees, invitees, and others;

10. require individual schools to establish a parent and student reunification plan;

11. include measures to assure that students receive emergency preparedness training, including age-appropriate training regarding rescue techniques, first aid, safety measures appropriate to specific emergencies, and other emergency skills;

12. identify resources and materials available for emergency training;

13. contain procedures for assessing and providing school facilities, equipment, and personnel to meet public emergency needs; and

14. provide procedures for recording District funds spent for emergencies (including funds spent for assessing and repairing damages) and for seeking reimbursement for such expenditures.

Utah Code § 53G-4-402(18)(b) (2019)
Utah Admin. Rules R277-400-4(4), -5, -6(1), -6(10), -9(2)(b), -10(1) (April 8, 2019)

Formulation and Review of Plan

In creating the comprehensive emergency resource plan, the Board shall consider and make use of resources provided by the Utah State Board of Education, including the plan models and other resources prepared by the State Board as provided for in Utah Code § 53G-4-402(18)(c), recommendations provided by the emergency response plan committee, and may consider such other resources it finds helpful.

Utah Code § 53G-4-402(18)(c) (2019)

The Board may direct individual schools to develop and implement school-specific emergency response plans to supplement the District's plan according to the needs and features of the school.

Utah Admin. Rules R277-400-3(3) (April 8, 2019)

In cooperation with the appropriate local law enforcement agencies, the District shall establish a parent and student reunification plan for each school in the District. Such plan shall provide for reasonable care and supervision of students until the student is released to a responsible party. Schools shall not release students younger than age 15 unless a parent or other responsible person has been notified and assumed responsibility for the student. A school may release a student who is 15 years old or older without such notification if a school administrator determines that the student is reasonably responsible and that notification is not practicable.

Utah Admin. Rules R277-400-6(10)(a) (April 8, 2019)
Utah Admin. Rules R277-400-5(1)(b) (April 8, 2019)

The District emergency response plan shall be reviewed at least once every three years, with the assistance of the District emergency response plan committee appointed by the Board of Education. As part of the review process, each school shall review existing security measures and procedures within that school and make necessary adjustments as funding permits.

Utah Admin. Rules R277-400-3(5) -7()(1)(c) (April 8, 2019)

Public Notice of Plan

A copy of the District emergency response plan and any school emergency response plans shall be filed in the superintendent's office. At the beginning of each school year, written notice of the pertinent portions of the District plan and any school plan shall be provided to the parents or guardians of students at each school and the staff of each school. Each school shall also designate an Emergency Preparedness/Emergency Response week each year before April 30.

Utah Admin. Rules R277-400-4(1), (2), (3) (April 8, 2019)

As part of the District's registration and enrollment process, parents shall annually be given a summary of parental expectations and notification procedures relating to the parent and student reunification plan for each school where the parent has students enrolled. This information shall also be published on each school's website.

Utah Admin. Rules R277-400-6(10)(b), (c) (April 8, 2019)

Emergency Preparedness Training

The Board of Education shall, by July 1 of each year, certify to the State Superintendent that the District emergency response plan has been practiced at the school level and has been presented to and reviewed by the District's teachers, administrators, students and their parents or guardians, and public safety representatives.

Utah Admin. Rules R277-400-3(1) (April 8, 2019)

The District shall provide annual training to District and school staff on their roles, responsibilities, and priorities in the emergency response plan.

Utah Admin. Rules R277-400-7(1)(a) (April 8, 2019)

Each school shall conduct emergency drills as required by Utah State Board of Education Rules R277-400-6 and R277-400-7(1)(b).

Utah Admin. Rules R277-400-6, -7(1)(b) (April 8, 2019)

Prevention and Intervention

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

The District shall also develop student assistance programs including care teams, school intervention programs, and interagency case management teams. In so doing, the District may coordinate with the State Superintendent and other state agencies.

Utah Admin. Rules R277-400-8 (April 8, 2019)

School Building Access

With respect to building access during an emergency by various groups (including students, employees, community members, lessees, invitees, and others), the emergency response plan shall consider identified time periods and shall address possession and use of school building keys by designated administrators and employees. The plan may include restricted access for some individuals.

Utah Admin. Rules R277-400-5(1)(c) (April 8, 2019)

Cooperation With Other Government Entities

As appropriate, the Board of Education may enter into cooperative agreements with other governmental entities to establish proper coordination and support during emergencies.

The Board shall cooperate with other governmental entities to provide emergency relief services in times of public need. For statewide emergencies or emergencies involving more than one school district, the State Superintendent is the chief officer to coordinate assistance by the schools. For emergencies within the school district, the Board of Education, through the superintendent, is the chief officer to coordinate assistance by the schools.

Utah Admin. Rules R277-400-9 (April 8, 2019)

2.0900 ACCESSIBILITY BY DISABLED PERSONS

Issue Date: 2/14/19
CH

Readily accessible programs

Programs or activities shall be operated in a manner which ensures that, when viewed in their entirety, they are readily accessible to disabled persons. The District is not, however, required to make each existing facility or every part of a facility accessible to and usable by disabled persons.

34 CFR § 104.22(a)

Compliance

Compliance with these requirements may be achieved by:

1. Redesigning equipment.
2. Reassigning classes or other services to accessible buildings.
3. Assigning aides to qualified disabled persons.
4. Home visits.
5. Delivery of health, welfare, or other social services at alternate accessible sites.
6. Alteration of existing facilities.
7. Constructing new facilities in conformance with 34 CFR § 104.23.
8. Any other methods that would result in making programs and activities accessible to disabled persons.

Structural changes in existing facilities need not be made when other methods will achieve compliance with the disability requirements. In choosing among available alternatives for meeting these requirements, the Board shall give priority to methods that offer programs and activities to persons with disabilities in the most integrated setting appropriate.

34 CFR § 104.22(b)

Notice

The District shall adopt and implement procedures to ensure that interested persons, including those with impaired vision or hearing, can obtain information as to the existence and location of services, activities, and facilities that are accessible to and usable by disabled persons.

34 CFR § 104.22(f)

SECTION 3 - PERSONNEL

3.0100 EMPLOYMENT OBJECTIVES

3.0110 NONDISCRIMINATION

3.0110.01 *GENERAL NONDISCRIMINATION*

Issue Date: 9/12/96
Updated: 9/10/20
DAA

The District shall not, because of an individual's race; color; sex; pregnancy, childbirth or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity:

1. Discharge, demote, terminate, retaliate against, harass, or refuse to hire or to promote any otherwise qualified individual; or,

2. Discriminate against an otherwise qualified individual with respect to compensation or in terms, privileges, and conditions of employment.

Utah Code § 34a-5-106(1)(a)(i) (2016)

3.0110.02 *OTHERWISE QUALIFIED*

Issue Date: 9/12/96
Updated: 9/10/20
DAA

An individual is not considered "otherwise qualified" unless the individual has the education; training; ability, with and without reasonable accommodation; moral character; integrity; disposition to work; adherence to reasonable rules and regulations; and other job-related qualifications required by the District for the particular job, job classification, or position.

Utah Code Ann. § 34a-5-106(1)(a)(ii) (May 10, 2016)

3.0110.03 *NURSING MOTHERS IN THE WORKPLACE*

Issue Date: 1/6/16
Updated: 9/10/20
DAA

The District may not refuse to hire, promote, discharge, demote, or terminate an individual, or may not retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and

conditions of employment against an individual otherwise qualified because the individual breastfeeds or expresses milk in the workplace.

Utah Code Ann. § 34-49-204 (May 12, 2015)

3.0110.04 *TITLE IX COORDINATOR*

Issue Date: 9/12/96
Updated: 9/10/20
DAA

The District shall designate at least one employee whose responsibilities shall include coordination of the District's efforts to comply with Title IX of the Education Amendments of 1972, as amended, and its implementing regulations. The District shall notify all employees of the name, office address, office telephone number, and e-mail address of the employee(s) so designated.

34 CFR § 106.8(a)

3.0110.05 *NOTICE*

Issue Date: 9/12/96
Updated: 9/10/20
DAA

The notification may take the following form:

The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: Phillip Bertoch

Position: Human Resource Director

Office Address: 1010 East 200 North, Roosevelt, UT 84066

Office E-mail: pbertoch@dcsd.org

Office Telephone: (435)725-4520

3.0110.06 *DISABILITY*

Issue Date: 9/12/96
Updated: 9/10/20
DAA

No otherwise qualified person with a disability shall, solely on the basis of disability, be subject to discrimination in employment in any of the District’s operations so long as any part of its programs and activities receive federal financial assistance.

29 USC § 794

3.0110.07 *DEFINITIONS*

Issue Date: 9/12/96

Updated: 9/10/20
DAA

"Person with disabilities" means any person who has a record of, is regarded as having, or has a physical or mental impairment that substantially limits one or more of life's major activities.

A "qualified person with disabilities" is a person with disabilities who can perform the essential functions of the position in question, with or without reasonable accommodation. Employees or prospective employees have the responsibility of notifying the District personnel office of the need for reasonable accommodations on account of a disability.

29 U.S.C. § 705(20)
34 CFR §104.3

"Has a record of such an impairment" means has a history of or has been misclassified as having a mental or physical impairment that substantially limits one or more major life activities.

"Regarded as having an impairment" means:

1. Has a physical or mental impairment that does not substantially limit major life activities but that is treated by the District as constituting such a limitation;

2. Has a physical or mental impairment that substantially limits major life activities only as a result of the attitudes of others towards such impairment; or

3. Has no physical or mental impairment but is treated by the District as having such an impairment.

"Physical or mental impairment" means:

1. Any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; endocrine; or

2. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

3.0110.08 *EXCEPTIONS*

Issue Date: 9/12/96
Updated: 9/10/20
DAA

The following are not included in the definition of an "individual with a disability":

1. A person who is currently using illegal drugs when the District is acting on the basis of that use.

2. A person who is an alcoholic whose current use of alcohol prevents the person from performing the duties of the job in question or whose employment, by reason of such current alcohol abuse, would constitute a direct threat to the property or safety of others.

3. A person who has a currently contagious disease or infection and who therefore would constitute a direct threat to the health or safety of other individuals, or who therefore is unable to perform the duties of the job.

29 U.S.C. § 705(20)(C)(i), (iv), (D)

3.0110.09 *SECTION 504 COORDINATOR*

Issue Date: 9/12/96
Updated: 9/10/20
DAA

The District will designate at least one person to coordinate its efforts to comply with Section 504 of the Vocational Rehabilitation Act of 1973 and it's implementing regulations.

34 CFR § 104.7(a)

3.0110.10 *RESIDENCE*

Issue Date: 9/12/96
Updated: 9/10/20
DAA

The Board shall not require an employee to reside within the District as a condition of employment.

Utah Code § 53G-4-408 (2018)

3.0110.11 *DUTY TO REPORT*

Issue Date: 9/12/96
Updated: 9/10/20
DAA

If any employee of the District knows of or has reason to believe that another employee is being harassed at the workplace by others on the grounds of race; color; sex; pregnancy, childbirth or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity, then the employee must promptly report such harassment to the Board. The report shall be made confidentially and the Board shall maintain the confidence of any report of such harassment.

3.0110.12 *PENALTIES FOR ENGAGING IN HARASSMENT*

Issue Date: 9/12/96
Updated: 9/10/20
DAA

Within the discretion of the Board, any employee may be terminated for cause, suspended with or without pay or placed on probation for engaging in any form of harassment of another employee on the grounds of race; color; sex; pregnancy, childbirth or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

Baker v. Weyerhaeuser Co., 903 F.2d 1342 (10th Cir. 1990)

3.0120 EMPLOYMENT LICENSURE

3.0120.01 *PERSONNEL CREDENTIALS GENERAL*

Issue Date: 2/10/16
Updated: 5/14/20
DAB

Personnel shall possess and maintain valid credentials, including required licensure and certification, before contracts are issued, duties are assigned, or payment is made from any source of funds. Any such failure will render a contract with the Board void.

3.0120.02 *CERTIFIED EMPLOYEES GENERAL*

Issue Date: 2/10/16
Updated: 5/14/20
DAB

Unless an express exception exists under law or under the rules of the Utah State Board of Education, to be employed in the District in a capacity covered by the following license areas of concentration, a person shall hold a valid license issued by the Utah State Board of Education in the respective license areas of concentration:

1. Early Childhood;
2. Elementary;
3. Secondary;
4. Educational Leadership;
5. Career and Technical Education or "CTE";
6. School Counselor;
7. School Psychologist;
8. Special Education;
9. Preschool Special Education;
10. Deaf Education;
11. Speech-Language Pathologist;
12. Speech-Language Technician;
13. School Social Worker; and
14. Communication Disorders.

Utah Admin. Rules R277-301-2(6)(a) (December 10, 2018)
Utah Admin. Rules R277-301-3(4) (December 10, 2018)

3.0120.03 *LEA-SPECIFIC EDUCATOR LICENSES*

Issue Date: 9/12/96
Updated: 6/9/22

Utah Admin. Rules R277-520-6 (June 7, 2012)

Utah State educator licenses are either Professional, Associate, or LEA Specific licenses. The Board of Education is granted the right to approve LEA Specific teaching license to an individual. This granting shall take place in a public meeting, with final submission to USBE by the superintendent, or designee, upon board approval. It is the district's policy to grant LEA Specific licenses for individuals, who at the time of hire, are either in the process of enrolling in a university-based educator program (EPP), or state approved alternate pathway to professional educator license (APPEL) program. Additionally, the board may choose to grant an LEA Specific license to an individual whose work base history demonstrates competency in a specific content area.

I. Board Directive

The Board recognizes that unique situations create circumstances where teachers will need to be hired and qualified for positions using Local Educational Agency (LEA)-specific licenses. The Board delegates to the Administration the responsibility for implementing policy for LEA-specific licenses in accordance with Utah State Board of Education (USBE) Rule R277-301.

II. Administrative Policy

A. DCSD LEA License Eligibility Criteria

1. All applicants must:

a. Complete a bachelor's or higher degree in a related field of study; or

b. Have exceptional or specialized occupational experience, training, or expertise directly related to the area of assignment,

c. or be in the process of enrolling in university based educator preparation program (EPP), or an alternate pathway to professional educator license program (APPEL) at the time of hire; and,

d. Complete a criminal background check including review of any criminal offenses and clearance in accordance with Rule R277-214 and continued monitoring in accordance with Subsection 53G-11-403(1)*;* and,

e. Complete the educator ethics review described in Rule R277-500 within one calendar year prior to the application; and,

2. DCSD LEA Endorsement Eligibility
This authorization may be issued for a one to three-year period upon request from a District administrator for a licensed teacher (LEA, Associate, or Professional) who is not endorsed in the area of assignment.

B. DCSD LEA License or Endorsement Approval

1. The application must receive approval from the DCSD Board of Education in a public meeting no more than 60 days prior to employment and include:

a. Rationale for the appointment of a DCSD LEA-specific license or endorsement.

b. Verification that there is an inadequate supply of highly qualified and suitable licensed applicants in the license and endorsement area as demonstrated by

posting the position for a reasonable period of not less than five days (not required for hourly applicants).

C. Applicants placed on DCSD LEA-specific licenses serve under provisional employment agreements.

D. A DCSD LEA-specific license area or endorsement is valid for up to three years. After three years, renewal of the license is subject to the approval or denial of the Utah State Board of Education.

E. A DCSD LEA-specific license expires immediately if the educator's employment with Duchesne County School District ends and the educator is not rehired by the District as an educator in the next contract year.

F. The District is not authorized to provide an LEA-specific in the areas of:

a. Special Education

b. Preschool Special Education

III. The DCSD LEA-specific Educator Training, Mentoring, Induction, and Support

1. Within the first year of employment, the educator must complete the following training:

a. Educator ethics;

b. Classroom management and instruction;

c. Basic special education law and instruction; and

d. Utah Effective Teaching Standards described in R277-530.

e. The educator must participate in the District's Mentoring and induction Programs.

2. The District shall provide at least a three-year mentoring program by a trained mentor educator who:

a. Holds a professional educator license; and

b. Where possible, performs substantially the same duties as the educator with release time to work as a mentor; or

c. Is assigned as an instructional coach or equivalent position.

d. The assigned mentor shall assist the educator to meet the Utah Effective Educator Standards established in Rule R277-530 but may not serve as an evaluator of the educator.

e. All employees, to include mentors, must promptly report educator misconduct in violation of policy 3.0260 (DCSD Code of Conduct)

3. The Applicant and the District will jointly develop an Associate Licensing Plan to:

a. Encourage transition from a DCSD LEA License to a Professional License.

b. Identify applicable educational, skill, and/or content knowledge requirements for enrollment in a qualified educator preparation program.

c. Identify paths and opportunities to prepare for successful passage of a pedagogical performance assessment.

d. Develop significant competency and knowledge sufficient to justify an extension request from the Utah State Board of Education for a continued DCSD LEA License if transition to an Associate License is not reasonable or applicable.

4. For each school that requests LEA-specific licenses, license areas, or endorsements, the following information shall be posted on its website:

a. Disclosure of the fact that the school employs individuals holding LEA-specific educator licenses, license areas, or endorsements

b. Percentage of LEA-specific licenses, license areas, or endorsements

c. An explanation of license types

d. A link to the Utah State Board of Education Utah Educator Look-up Tool in accordance with R277-515-7(6)

3.0120.04 *HEALTH CARE PROVIDERS*

Issue Date: 9/12/96
Updated: 5/14/20
DAB

School health care providers, including physicians and nurses, shall maintain appropriate licensure from the State of Utah.

3.0130 EMPLOYMENT: BACKGROUND CHECKS

3.0130.01 *EMPLOYEE BACKGROUND CHECKS*

Issue Date: 9/12/96
Updated: 5/14/20
DAC

Definitions

A “licensed employee” is one who holds a current Utah educator license issued by the State Board of Education.

A “non-licensed employee” is one who does not hold a current Utah educator license issued by the State Board of Education.

A “qualifying volunteer” is a volunteer who will be given significant unsupervised access to a student in connection with the volunteer’s assignment.

A “contract employee” is an employee of a staffing service or other entity who works at a District school under a contract.

"Personal identifying information" means an individual's current name, former names, nicknames and aliases; date of birth; address; telephone number; driver license number or other government-issued identification number; Social Security number; and fingerprints.

Utah Code § 53G-11-401(3), (6), (7) (2019)

Required Employment Reference Checks

In addition to satisfying the requirements of this policy, the District shall also conduct such employment reference checks as are required by Policy DJ, Employee References and Letters of Recommendation.

Application Notice and Waiver Regarding Background Checks

At the time a prospective employee or qualifying volunteer applies for employment or service with the District, such prospective employee or qualifying volunteer shall fill out an application providing the following warning:

"All references stated in this application will be checked by the School District and it is the policy of this School District that false information will be grounds for rejecting your application with no further consideration for the position; or, if such false information is discovered after hire, you will be subject to immediate termination for cause. Any false information may also be the grounds for criminal prosecution."

All employees, qualifying volunteers, and contract employees seeking employment with the District or service in a District school shall sign a written consent, release, waiver, and authorization which authorizes the District to request information from the individual's past employers and supervisors. The consent, release, waiver, and authorization shall also authorize the District to contact any applicable licensing agency and former employers to obtain a background check, including a reference check, and to conduct a background search into the employee's criminal record, if any, or any other background check as the District deems necessary to satisfy itself of the quality and competence of the individual's credentials including submitting personal identifying information to the Bureau of Criminal Identification within the Department of Public Safety and retaining the personal identifying information for ongoing monitoring. (Model release forms are included at the end of this policy.)

Utah Code § 53G-11-402(1)(a) (2018)
Utah Code § 53-10-108(13)(b)(ii) (2019)

3.0130.02 *CRIMINAL BACKGROUND CHECK*

Issue Date: 9/12/96
Updated: 5/14/20
DAC

Criminal Background Check and Monitoring for Licensed Employees

All persons seeking a licensed employee position with the District shall provide their educator licensing information with their application for employment.

Prior to employing an individual as a licensed employee, the District shall confirm the individual's license status and standing with the State Board of Education, including inquiring regarding any prior or pending disciplinary actions or complaints.

Upon employing an individual as a licensed employee, the District shall request that the State Board of Education provide notification to the District of any changes or updates received by the State Board through its ongoing monitoring of the individual's criminal history and background.

Criminal Background Check for Non-Licensed Employees and Volunteers

All non-licensed employees, qualifying volunteers, and contract employees seeking employment with the District or service in a District school shall provide their personal identifying information with their application. "Non-licensed employees" includes substitute teachers who are not licensed by the State Board of Education.

Utah Code § 53G-11-402(1)(b) (2018)
Utah Code § 53E-6-901(2) (2018)

The District shall obtain consent from each applicant seeking employment as a non-licensed employee or service as a qualifying volunteer or contract employee for (1) an initial fingerprint-based background check by the FBI and Bureau of Criminal Identification and (2) the retention of personal identifying information and ongoing monitoring by the Bureau of Criminal Identification. (A model consent form is included at the end of this policy.)

Utah Code § 53G-11-402(1)(b)(iii) (2018)

Prior to employing a non-licensed employee or permitting a contract employee or qualifying volunteer to provide service in a District school, the District shall require the individual to undergo a background check. The District shall submit the individual's personal identifying information, including fingerprints, to the Bureau of Criminal Identification for this background check.

Utah Code § 53G-11-402(1)(a), (c) (2018)

Upon employing a non-licensed employee or permitting a contract employee or qualifying volunteer to provide service in a District school, the District shall request ongoing monitoring of the individual through the Bureau of Criminal Identification.

Utah Code § 53G-11-402(1)(c)(ii) (2018)

In the discretion of the Superintendent or the Superintendent's appointee, if the employment or service is to be temporary or for a very short term, the non-licensed employee, contract employee, or qualifying volunteer may be exempted from ongoing monitoring.

Utah Code § 53G-11-402(5) (2018)

With respect to applications submitted by prospective non-licensed employees, contract employees, or qualifying volunteers, the District will pay the cost of an applicant's background check, except that if the following are true, the District will require an applicant to pay the costs of the background check as a condition for consideration for employment or service:

1. The applicant has passed an initial review; and

2. The application is one of a pool of no more than five candidates for a position.

Utah Code § 53G-11-402(2) (2018)

Use of Criminal History and Background Check Information

In making decisions in reliance on criminal history information, the District shall consider rules established by the State Board of Education and

1. any convictions, including pleas in abeyance;

2. any matters involving a felony; and

3. any matters involving an alleged:

    a. sexual offense;

    b. class A misdemeanor drug offense;

    c. offense against the person under Title 76, Chapter 5, Offenses Against the Person;

    d. class A misdemeanor property offense that is alleged to have occurred within the previous three years; and

    e. any other type of criminal offense, if more than one occurrence of the same type of offense is alleged to have occurred within the previous eight years.

Utah Code § 53G-11-405(3) (2019)
Utah Code § 53G-11-402(4) (2018)

Information obtained pursuant to a criminal background check is confidential and may only be disclosed as provided herein.

Due Process

If the District disqualifies an applicant as a result of criminal history obtained from a background check, the District shall give the individual written notice of the disqualification and of the individual's right to request a review of the disqualification.

Utah Code § 53G-11-405(1)(c) (2019)

An individual disqualified by the District as a result of a background check may request a review of the information received by the District through the background check and of the reasons for the disqualification and may respond to the information and the reasons for disqualification. The District shall, consistent with the requirements of Utah Code § 53-10-108, allow the individual to review the criminal history information received by the District.

Utah Code § 53G-11-405(1)(a), (b) (2019)

Privacy Risk Mitigation: Discontinuing Monitoring

Upon termination of District employment of a licensed employee (whether by retirement, resignation, termination with or without cause, non-renewal, or any other reason), the District shall by written notice to the Utah State Board of Education request that the State Board cease to notify the District of information received by the State Board through its ongoing monitoring of the individual's criminal history and background.

Utah Code § 53G-11-402(1)(d) (2018)
Utah Code § 53-10-108(13)(b)(iii) (2019)

Upon termination of District employment or service of a non-licensed employee, contract employee, or qualifying volunteer (whether by retirement, resignation, termination with or without cause, non-renewal, or any other reason), the District shall by written notice to the Bureau of Criminal Identification request that the Bureau discontinue its ongoing monitoring of the individual's criminal history and background and notices to the District regarding changes to criminal history and background.

Utah Code § 53G-11-402(1)(d) (2018)
Utah Code § 53-10-108(13)(b)(iii) (2019)

Updating Information for Existing Employees

By September 1, 2018, the District shall, for each non-licensed employee and qualifying volunteer, collect that individual's personal identifying information and submit that information to the Bureau of Criminal Identification.

Utah Code § 53G-11-402(3) (2018)

Disclosure and Consent for Employment / Reference Checks and Release of Liability (Licensed)

I understand that previous employment and my submitted references may be checked by the District. I affirm by my signature that (1) I have disclosed the employer for every prior paid position I have held where my job responsibilities included directly caring for, supervising, controlling, or having custody of anyone under 18 years of age; (2) I consent to past and present employer(s) and references disclosing to the District any and all information, including disciplinary records, which may be pertinent to my employment, and that such information includes, but is not limited to, all information relating to any employment action or discipline imposed for abuse of any child or student; and (3) I understand that if I am hired, any information obtained or maintained by the District may be disclosed to any future subsequent potential employer of mine who contacts the District for an employment or reference check.

I hereby waive any right to see any written material(s) submitted to the District in response to the above inquiries or notes of oral communication relative to such inquiries. I understand that if I am hired by the District any information received in response to the above inquiries is placed in my personnel file, and I may be denied the right to inspect such material(s).

By signing below, I agree to release the District from any action for damages relating to the District's refusal to hire me as a result of information obtained during a reference or background check. I agree to release the District from any action for damages relating to information disclosed by the District to any future subsequent potential employer of mine who contacts the District for an employment or reference check.

I understand that providing false information to the District as part of the application process will be grounds for rejecting an application with no further consideration for the position; or, if such false information is discovered after hire, I will be subject to immediate termination for cause. Any false information may also be the grounds for criminal prosecution. I agree to release the District from any cause of action for damages as a result of the District's termination of my employment as a result of falsifying any information included in this application.

Signature_____ Date_____

Disclosure and Consent for Employment / Reference Checks and Release of Liability (Non-Licensed)

I understand and acknowledge that: (1) in considering my application for employment, _____ School District ("the District") is legally required to obtain a nationwide (FBI) criminal background check and (if I am hired) ongoing criminal history monitoring while I work for the District; (2) information provided to the District (including fingerprints) will be used for this purpose; (3) the background check process must meet the requirements of Utah Code § 53-10-108(4); (4) procedures for obtaining a change, correction, or updating your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34; (5) I have received (on the fingerprint card form) the FBI Privacy Act Statement and have received the FBI Noncriminal Justice Applicant's Privacy Rights; (6) the background check results will be used to decide whether to employ me and will only be provided to those investigating or involved in the hiring process; (7) I may obtain my criminal history information from the Utah Bureau of Criminal Identification; and (8) if my application is rejected based on criminal background information I will be given written notice of the disqualifying reasons and of the right to request review of the disqualification. My signature affirms this acknowledgment and my consent to the District obtaining the initial check and ongoing monitoring while I work for the District.

I understand that previous employment and my submitted references may be checked by the District. I affirm by my signature that (1) I have disclosed the employer for every prior paid position I have held where my job responsibilities included directly caring for, supervising, controlling, or having custody of anyone under 18 years of age; (2) I consent to past and present employer(s) and references disclosing to the District any and all information, including disciplinary records, which may be pertinent to my employment, and that such information includes, but is not limited to, all information relating to any employment action or discipline imposed for abuse of any child or student; (3) I understand that if I am hired, any information obtained or maintained by the District except for criminal background check information may be disclosed to any future subsequent potential employer of mine who contacts the District for an employment or reference check.

I hereby waive any right to see any written material(s) submitted to the District in response to the above inquiries or notes of oral communication relative to such inquiries, except criminal background information, which I may obtain from the Bureau of Criminal Identification. I understand that if I am hired by the District any information received in response to the above inquiries is placed in my personnel file, and I may be denied the right to inspect such material(s).

By signing below, I agree to release the District from any action for damages relating to the District's refusal to hire me as a result of information obtained during a reference or background check. I agree to release the District from any action for damages relating to information disclosed by the District to any future subsequent potential employer of mine who contacts the District for an employment or reference check

I understand that providing false information to the District as part of the application process will be grounds for rejecting an application with no further consideration for the position; or, if such false information is discovered after hire, I will be subject to immediate termination for cause. Any false information may also be the grounds for criminal prosecution. I agree to release the District from any cause of action for damages as a result of the District's termination of my employment as a result of falsifying any information included in this application.

Signature_____ Date_____

Disclosure and Consent for Employment / Reference Checks and Release of Liability (Volunteer)

I understand and acknowledge that: (1) in considering my application to volunteer with _____ School District ("the District"), the District is legally required to obtain a nationwide (FBI) criminal background check and (if I am given certain assignments) ongoing criminal history monitoring while I serve in the District; (2) information provided to the District (including fingerprints) will be used for this purpose; (3) the background check process must meet the requirements of Utah Code § 53-10-108(4); (4) procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34; (5) I have received (on the fingerprint card form) the FBI Privacy Act Statement and have received the FBI Noncriminal Justice Applicant's Privacy Rights; (6) the background check results will be used to decide whether to give me certain assignments and will only be provided to those investigating or involved in the assignment process; (7) I may obtain my criminal history information from the Utah Bureau of Criminal Identification; and (8) if my application is rejected based on criminal background information I will be given written notice of the disqualifying reasons and of the right to request review of the disqualification. My signature affirms this acknowledgment and my consent to the District obtaining the initial check and ongoing monitoring while I serve in the District.

I understand that previous employment and my submitted references may be checked by the District. I affirm by my signature that (1) I have disclosed the employer for every prior paid position I have held within the prior three years where my job responsibilities included directly caring for, supervising, controlling, or having custody of anyone under 18 years of age; and (2) I consent to past and present employer(s) and references disclosing to the District any and all information, including disciplinary records, which may be pertinent to my application, and that such information includes, but is not limited to, all information relating to any employment action or discipline imposed for abuse of any child or student.

I hereby waive any right to see any written material(s) submitted to the District in response to the above inquiries or notes of oral communication relative to such inquiries, except criminal background information, which I may obtain from the Bureau of Criminal Identification. I understand that if I am accepted by the District any information received in response to the above inquiries is placed in my service file, and I may be denied the right to inspect such material(s).

By signing below, I agree to release the District from any action for damages relating to the District's refusal to accept me as a result of information obtained during a reference or background check. I agree to release the District from any action for damages relating to information disclosed by the District to any future subsequent potential employer of mine who contacts the District for a reference check

I understand that providing false information to the District as part of the application process will be grounds for rejecting an application with no further consideration for the position; or, if such false information is discovered after hire, I will be subject to immediate dismissal. Any false information may also be the grounds for criminal prosecution. I agree to release the District from any cause of action for damages as a result of the District dismissing me as a result of falsifying any information included in this application.

Signature_____ Date_____

3.0131 PERSONAL REPORTING OF ARRESTS AND CONVICTIONS

3.0131.01 *EMPLOYEE'S DUTY TO PERSONALLY REPORT ARRESTS AND CONVICTIONS*

Issue Date: 4/14/11
Updated: 11/14/19

An employee who is arrested for the following alleged offenses shall report the arrest within 48 hours or as soon as possible to the District's Superintendent or designee:

1. any matters involving arrests for alleged sex offenses;

2. any matters involving arrests for alleged drug-related offenses;

3. any matters involving arrests for alleged alcohol-related offenses;

4. any matters involving arrests for alleged offenses against the person found in Utah Code Ann. §§ 76-5-101 through 76-5-413;

5. any matters involving arrests for an alleged felony offense under Utah Code Ann. §76-6;

6. any matters involving arrests for an alleged crime of domestic violence under Utah Code Ann. § 77-36; and

7. any matters involving arrests for an alleged crime under federal law or the laws of another state comparable to the violations listed above.

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

After receiving arrest information about the employee, the Superintendent or designee shall review the arrest information and assess the employment status considering the employee's assignment. An employee shall be immediately suspended from student supervision responsibilities for alleged sex offenses and other alleged offenses that may endanger students during the period of investigation. An employee shall be immediately suspended from any duties that require the employee to transport students or operate or maintain a District vehicle for alleged offenses involving drugs or alcohol during the period of investigation.

The employee shall report for work following the arrest of any matters listed in items (1) through (4) above only after notice has been provided to the District unless directed not to report for work by the District, consistent with District policy.

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

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

Utah Admin. Rules R277-516 (July1, 2018)
Utah Code Ann. § 53G-11-401,402 (2018)

3.0131.02 *DISTRICT REPORTS TO UTAH STATE OFFICE OF EDUCATION*

Issue Date: 2/10/16
Updated: 11/14/19

The Superintendent or designee shall report the conviction, arrest or offense information received from licensed educators to the Utah State Office of Education ("USOE") within forty-eight (48) hours of receipt of information from licensed educators.

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

Utah Admin. Code R277-516 (December 8, 2009)
Utah Code Ann. § 53G-11-406 (2018)

3.0131.03 *PROCEDURE FOLLOWING THE ARREST OF AN EMPLOYEE*

Issue Date: 4/14/11
Updated: 11/14/19

Any arrest will cause the following steps to be taken:

1. Immediate suspension from student supervision responsibilities for alleged sex offenses and other alleged offenses which may endanger students during the period of investigation;

2. Immediate suspension from transporting students or public education vehicle operation or maintenance for alleged offenses involving alcohol or drugs during the period of investigation;

3. Adequate due process for the accused employee consistent with *Section 53A-3-1506);*

4. A process to review arrest information and make employment decisions that protect both the safety of students and the confidentiality and due process rights of employees;

Utah Admin Rule 277-516 (3-5)

3.0140 EMPLOYMENT OBJECTIVES: SCOPE OF EMPLOYMENT

3.0140.01 *SCOPE OF EMPLOYMENT*

Issue Date: 9/12/96
Updated: 11/14/19
DAD

Employees of the District act within the scope of their employment only when acting to discharge duties for which they have been hired by the District or act under the direction of the Board, the Superintendent or the school principal in the school where that employee works. The following guidance governs the scope of an employee's duties.

3.0140.02 *MEETING WITH INDIVIDUAL STUDENTS*

Issue Date: 9/12/96
Updated: 11/14/19

A District employee is not authorized to meet alone with an individual student unless it is necessary in the performance of professional duties during school hours on school premises, i.e., counseling, disciplining, instructing and administrative tasks.

3.0140.03 *PROVISION OF TRANSPORTATION*

Issue Date: 9/12/96
Updated: 11/14/19

No employee, except an authorized bus driver, has authority to provide transportation for any student or other employee unless the principal gives express written authorization. All unauthorized transportation is outside the scope of employment.

3.0140.04 *TRAVEL EXPENSE*

Issue Date: 9/12/96
Updated: 11/14/19

District personnel and officials who incur expenses in conducting their authorized duties will be reimbursed by the District upon submission of a properly completed and approved voucher at a rate that is designated by the Board at a calculated rate. Such expenses may be approved and incurred in line with budgetary allocations for the specific type of expense.

An employee on official school business will be expected to exercise the same care in incurring expenses that a prudent person would exercise when traveling on personal business. Excessive costs for travel and accommodations will not be allowed.

Travel requests must be submitted in advance, through the appropriate administrators to the Superintendent. Travel advancements will be made to employees who are traveling for more than a twenty-four (24) hour period. Employees receiving travel advances will be required to account for advance funds by furnishing receipts to support lodging, transportation and other expenses. No receipts will be required for per diem expenses.

Employees traveling less than a twenty-four-hour period will be required to submit a claim for reimbursement with receipts to support transportation and other expenses. No receipts will be required for per diem expenses.

3.0140.05 *TRANSPORTATION GUIDELINES*

Issue Date: 9/12/96
Updated: 11/14/19

1. Transportation: All modes of transportation will be authorized consistent with the assignment and the efficient economic conduct of official business. Travel will be by the most direct route. Operators of District automobiles must have a valid driver's license and have taken the drivers safety course recommended by risk management.

Airfare: Round trip coach tickets should be purchased if these offer a price advantage.

Automobile: Reimbursement will be made at the state established rate. When more than one person is attending the same conference, transportation will be pooled or reimbursement shared.

Car rentals: Rental cars must be used only as approved when no other means of transportation is available and must be approved by the Superintendent.

3.0140.06 *SUBSISTENCE*

Issue Date: 9/12/96
Updated: 11/14/19

1. Lodging: Reimbursement will be made at the state established rate.

2. Per Diem: Reimbursement will be set at the current state rate for both in state and out of state travel.

3. Rate adjustment: If a meal is furnished as part of the meeting or conference daily per diem rates will be reduced by the number of meals provided.

3.0140.07 *TRIP MEALS*

Issue Date: 9/12/96
Updated: 11/14/19

Employees will qualify for meal reimbursement if they are traveling away from their base location during the entire scheduled time for a meal (listed below), and if the travel is outside the District boundaries (except for bus drivers on activity trips).

The reimbursement schedule is as follows:

1. The scheduled time for breakfast is between 6: 00 A.M. and 8: 00 A.M.

The scheduled time for lunch is between 12: 00 P.M. and 1: 00 P.M.

The scheduled time for dinner is between 5: 00 P.M. and 7: 00 P.M.

3.0140.08 *OTHER REIMBURSABLE EXPENSES*

Issue Date: 9/12/96
Updated: 11/14/19

1. Conference or convention registration fees are reimbursable as an expense on the travel voucher.

2. The Superintendent must approve any other expense in advance.

3.0140.09 *DISTRICT VEHICLES*

Issue Date:5/11/23

1. District vehicles will be clearly marked with District identification decals or words.

2. District vehicles are to be used for District business purposes only, other than for commuting when approved to serve District purposes and minor personal errands if it does not interfere with duties and is on route. Other personal use is not allowed.

3.0140.10 *CONCEALED WEAPON*

Issue Date: 8/13/03
Updated: 11/14/19

Employees of the School District who obtain permits to lawfully possess a concealed firearm do so in their individual capacities. Any use of such firearms is outside the scope of employment and contrary to the purposes of employment by the School District, and is done solely in the employee's personal capacity and not as an employee of the School District. Any possession or use of any firearm or other weapon by any School District employee that is not lawful shall result in termination of employment for cause. All employees are prohibited from possession or controlling any firearm while on School District property unless such employee has obtained a valid permit to do so. Any use of a firearm by any person while on school property is unlawful unless in lawful self-defense or defense of another.

3.0150 EMPLOYMENT OBJECTIVES: SEXUAL HARASSMENT

3.0150.01 *GENERAL STATEMENT OF POLICY*

Issue Date: 5/9/96
Updated: 9/10/20
DKB

Sexual harassment is a form of sex discrimination which violates Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq. and § 34A-5-101 et seq. of the Utah Antidiscrimination Act.

It is the policy of the District to maintain learning and working environment that is free from sexual harassment. The District prohibits any form of sexual harassment.

It shall be a violation of this policy for any student or employee of the District to harass a student or an employee through conduct or communication of a sexual nature as defined by this policy.

The District will act to investigate all complaints, formal or informal, verbal or written, of sexual harassment and to discipline any student or employee who sexually harasses a student or employee of the District.

42 U.S.C. § 2000e et seq.
Utah Code § 34A-5-101 et seq.

3.0150.02 *SEXUAL HARASSMENT DEFINED*

Issue Date: 5/9/96
Updated: 9/10/20
DKB

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, physical or verbal conduct or communications of a sexual nature, and any other gender-based harassment, whether initiated by students, school employees, or visitors when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or

2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

3. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or education environment.

4. Any sexual harassment as defined when perpetrated on any student or employee by any employee will be treated as sexual harassment under this policy.

5. Sexual harassment may include but is not limited to:

6. Verbal harassment or abuse, including any offensive communication that is sexually degrading or implies sexual motives or intentions, such as sexual remarks or innuendoes about an individual's clothing, appearance or activities; sexual gestures;

7. Subtle pressure for sexual activity including sexual invitations or requests for sexual activity in exchange for grades, preferences, favors, selection for extracurricular activities, homework, etc.;

8. Physical contact or closeness that is sexually suggestive, sexually degrading, or sexually intimidating such as the unwelcome touching of another's body parts, spanking, pinching, stalking, frontal-body hugs, intentional brushing against a student's or an employee's body; etc.

9. Demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status;

10. Demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or any unwelcome sexually motivated touching;

11. Unwelcome gestures that are sexually suggestive, sexually degrading or imply sexual motives or intentions;

12. Written or pictorial display or distribution of pornographic or other sexually explicit materials such as magazines, videos, films, etc.

Mentor Savings Bank v. Vinson, 477 U.S. 57 (1986)
Baker v. Weyerhauser Co., 903 F.2d 1342 (10th Cir. 1990)

3.0150.03 *REPORTING PROCEDURES*

Issue Date: 5/9/96
Updated: 9/10/20
DKB

Any person who believes he or she has been the victim of sexual harassment by a student or an employee of the District, or any third person with knowledge or belief of conduct which may constitute sexual harassment should submit a written report of the alleged acts immediately to an appropriate District official as designated by this policy. The District encourages the reporting party or complainant to use the report form available from the principal of each building or available from the District office.

1. In Each School Building. The building principal is the person responsible for receiving oral or written reports of sexual harassment at the building level. Upon receipt of a report, the principal must notify the District Human Rights Officer immediately without screening or investigating the report. A written report will be forwarded simultaneously to the Human Rights Officer. If the report was given verbally, the principal shall reduce it to written form within 24 hours and forward it to the Human Rights Officer. Failure to forward any sexual harassment report or complaint as provided herein will result in disciplinary action. If the complaint involves the building principal, the complaint shall be filed directly with the District Human Rights Officer.

2. District-Wide. The School Board hereby designates the Superintendent as the District Human Rights Officer to receive reports or complaints of sexual harassment from any individual, employee or victim of sexual harassment and also from the building principals as outlined above. If the complaint involves the Human Rights Officer, the complaint shall be filed directly with the Superintendent. The District shall conspicuously post the name of the Human Rights Officer, including a mailing address and telephone number.

3. Submission of a complaint or report of sexual harassment will not affect the individual's future employment, grades or work assignments.

4. Use of formal reporting forms is not mandatory.

3.0150.04 *CONFIDENTIALITY*

Issue Date: 03/10/16
Updated: 9/10/20
DKB

It is District policy to respect the privacy and anonymity of all parties and witnesses to complaints brought under this policy. However, because an individual's right to confidentiality must be balanced with the District's obligations to cooperate with police investigations or legal proceedings, or to investigate and take necessary action to resolve a compliant, the District retains the right to disclose the identity of parties and witnesses to complaints in appropriate circumstances.

Where a complaint involves allegations of child abuse, the complaint shall be immediately reported to appropriate law enforcement authorities and the anonymity of both the complainant and school officials involved in the investigation will be strictly protected as required by Utah Code § 62A-4a-412.

3.0150.05 *INVESTIGATION AND RECOMMENDATION*

Issue Date: 5/9/96
Updated: 9/10/20
DKB

By authority of the District, the Human Rights Officer, upon receipt of a report or complaint alleging sexual harassment, shall immediately authorize an investigation. This investigation may be conducted by District officials or by a third party designated by the District. The investigating party shall provide a written report of the status of the investigation within ten (10) working days to the Superintendent of Schools and the Human Rights Officer.

In determining whether alleged conduct constitutes sexual harassment, the District should consider the surrounding circumstances, the nature of the sexual advances, relationships between the parties involved and the context in which the alleged incidents occurred.

The investigation may consist of personal interviews with the complainant, the individuals against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

In addition, the District may take immediate steps, at its discretion, to protect the complainant, students and employees pending completion of an investigation of alleged sexual harassment.

The District Human Rights Officer shall make a report to the Superintendent upon completion of the investigation.

3.0150.06 *DISTRICT ACTION*

Issue Date: 5/9/96
Updated: 9/10/20
DKB

Upon receipt of a recommendation that the complaint is valid, the District will take such action as appropriate based on the results of the investigation.

The result of the investigation of each complaint filed under these procedures will be reported in writing to the complainant by the District. The report will document any disciplinary action taken as a result of the complaint.

3.0150.07 *SUPPORT FOR VICTIMS OF HARASSMENT*

Issue Date: 9/10/20
DKB

When it is determined that an individual has been subject to sexual harassment, consideration should be given to what support, counseling, or other assistance the individual may need to prevent such mistreatment from adversely affecting the individual's ability to function in the school setting.

3.0150.08 *REPRISAL*

Issue Date: 5/9/96
Updated: 9/10/20
DKB

The District will discipline any individual who retaliates against any person who reports alleged sexual harassment or who retaliates against any person who testifies, assists, or participates in an investigation, proceeding, or hearing relating to a sexual harassment complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

3.0150.09 *NON-HARASSMENT*

Issue Date: 5/9/96
Updated: 9/10/20
DKB

The District recognizes that not every advance or consent of a sexual nature constitutes harassment. Whether a particular action or incident is a personal, social relationship without a discriminatory employment effect requires a determination based on all the facts and surrounding

circumstances. False accusations of sexual harassment can have a serious detrimental effect on innocent parties.

3.0150.10 *RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES*

Issue Date: 5/9/96
Updated: 9/10/20
DKB

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Division of Antidiscrimination and Labor, initiating civil action or seeking redress under state criminal statutes and/or federal law.

3.0150.11 *SEXUAL HARASSMENT AS SEXUAL ABUSE*

Issue Date: 3/10/16
Updated: 9/10/20
DKB

Under certain circumstances, sexual harassment may constitute sexual abuse and require reporting to appropriate authorities. In such cases, the provisions of Policy 3.0700.15 governing reporting of abuse should be followed.

3.0150.12 *DISCIPLINE*

Issue Date: 5/9/96
Updated: 9/10/20
DKB

Any District action taken pursuant to this policy will be consistent with requirements of applicable Utah statutes and District policies. The District will take such disciplinary action it deems necessary and appropriate, including warning, suspension or immediate termination to end sexual harassment and prevent its recurrence.

3.0150.13 *NOTICE*

Issue Date: 5/9/96
Updated: 9/10/20
DKB

Notice of the District's sexual harassment policy shall be communicated to all employees and students.

3.0150.14 *REPORT OF SEXUAL HARASSMENT*

Issue Date: 9/10/20
DKB

This form shall be maintained as confidential by the District within the limitations outlined in policy. (See Policy Exhibit #1).

3.0160 EMPLOYMENT OBJECTIVES: COACHES' CODE OF CONDUCT

3.0160.01 *GENERAL STATEMENT OF POLICY*

Issue Date: 5/12/11
Updated: 11/14/19

This document is a direct result of the efforts of members of the Duchesne County School District (DCSD) Athletic Directors' Professional Learning Community (PLC), Union High School Extra-Curricular PLC and other participating DCSD high school PLC's. Accordingly, in an effort to provide policy (first page only), guidelines, boundaries, protections, and expectations, the following code of conduct for coaches and accompanying appendage has been adopted by Duchesne County School District.

3.0160.02 *COACHES' ROLE*

Issue Date: 5/12/11
Updated: 11/14/19

The function of a coach is to educate students through participation in interscholastic competition. An interscholastic program should be designed to enhance academic achievement and should avoid interference with opportunities for academic success. Each student-athlete should be treated with respect and his or her welfare should be considered in decisions by the coach at all times. The coach shall uphold the honor and dignity of the profession endorsing sportsmanship and fair play while directing his or her program in harmony with the total school athletic and academic agenda. The coach shall also meet with parents and players to communicate rules, policies, as well as consequences. In contact with students, officials, athletic directors, school administrators, the state high school athletic association, the media, and the public, the coach shall strive to avoid any act of dishonesty, unsportsmanlike conduct, or unprofessional behavior.

3.0160.03 *COACHES' CERTIFICATION*

Issue Date: 5/12/11
Updated: 11/14/19

Coaches must receive certification in both First Aid and CPR. Coaches must also complete a Background Check (fingerprinting conducted by DCSD), Concussion Training (free course online http: //www.nfhslearn.com) and the "Fundamentals of Coaching" course (purchase course online http: //www.nfhslearn.com). Head coaches and paid assistant coaches with a major, minor, or endorsement in physical education and/or a minor in coaching are not required to complete the "Fundamentals of Coaching" course.

3.0160.04 *MISCONDUCT POLICY STATEMENT*

Issue Date: 5/12/11
Updated: 11/14/19

Coaching misconduct shall be reported through the proper channels: first, school administration; second, district administration and shall be submitted in writing (see attached policy and form). Playing time issues and disagreements regarding coach's real time game decisions are not considered behaviors of coaching misconduct. Misconduct is defined as: "... any act of dishonesty, unsportsmanlike conduct, or unprofessional behavior."

Each athletic contest should exhibit an experience that represents the highest level of fair play and good sportsmanship. Coaches shall do their best to ensure participation in athletics promotes character development for all participants, enhances the integrity of the high school experience, and promotes civility; therefore, participants of contest events should adhere to such fundamental values as respect, fairness, civility, honesty and responsibility. Accordingly, school and district administration will consider action in response to any form of misconduct by coaches.

The position of a coach is an at-will hire, meaning that continuance or termination of employment of a coach is at the principal's discretion. Investigation of, or penalties assessed due to misconduct, will be managed by the principal under the direction of the superintendent.

3.0160.05 *ADMINISTRATOR'S GUIDE TO COMMUNICATE EXPECTATION OF COACHES*

Issue Date: 5/12/11
Updated: 11/14/19

Administrators may use the accompanying appendage/guidelines to teach and guide expectations regarding coaches' behavior as it relates to players, the institution, parents, spectators, colleagues, and officials. Administrators may also utilize the accompanying grievance policy and form.

3.0160.06 *COMMITMENT TO THE PLAYERS*

Issue Date: 5/12/11
Updated: 11/14/19

1. Coaches shall encourage the student-athlete to exhibit sportsmanship at all times supporting the school and state's sportsmanship campaign. The coach shall also exert his or her influence to enhance sportsmanship by spectators, both directly and by working closely with cheerleaders, pep club sponsors, booster clubs, and administrators.

2. Coaches shall always remember that their players are student-athletes and not make demands upon them that are inconsistent with institutional, district, region, and state governing body rules or in any way compromise the student-athletes' academic pursuits. The coach shall not exert pressure on faculty members to give student special consideration.

3. Coaches shall not discriminate on the basis of race, color, religion, sexual orientation, national or ethnic origin.

4. Coaches shall follow institutional, district, region, and state association rules regarding drug, alcohol and tobacco use.

5. Coaches shall master the contest rules and shall teach them to his or her team members. The coach shall not seek an advantage by circumvention of the spirit or letter of the rules.

6. Coaches shall address the issue of hazing annually and consistently, and put team rules and consequences of violating such rules, in writing. It is a "must" conversation, regardless of how uncomfortable it may be.

7. Coaches shall be responsible to collect completed required forms (with signatures), uniforms, and equipment from each student-athlete. An updated equipment/item inventory will be required at the end of each season/school year.

8. Coaches shall stay current on the latest techniques and drills (clinics, seminars, videos, articles, books, etc.) so as to incorporate those strategies into their programs, increasing their players' skill levels.

9. Coaches will work closely with school administration to ensure student-athletes abide by school and district policies (Ex.: UHS Detention Policy).

10. Coaches may determine team make-up and make decisions regarding playing time based on what's best for the team or program's future as a whole—not upon individual circumstances.

3.0160.07 *COMMITMENT TO THE INSTITUTION*

Issue Date: 5/12/11
Updated: 11/14/19

1. Coaches shall behave in such a way that they bring credit to their profession, themselves, program, and school.

Coaches shall exhibit professionalism in their actions, words, and attire. Abusive language and profanity shall be avoided.

Coaches shall act in full accordance with institutional, region and state governing body rules.

Coaches shall immediately report any violation of institutional, region or state rules to administration regardless of how minor they believe the violation to be.

The coach shall promote the entire interscholastic program of the school and direct his or her program in harmony with the total school extra-curricular and academic program. This includes working together with other coaches and advisors, relating to activities, to ensure maximum activity while maintaining discipline of team rules and reaching potential success.

Coaches shall conduct early season parent meetings to communicate with player and parent team expectations, rules, gain required signatures, and to disperse schedules, fund-raising information, etc. as needed.

3.0160.08 *COMMITMENT TO PARENTS/SPECTATORS/OTHER COACHES/EDUCATORS*

Issue Date: 5/12/11
Updated: 11/14/19

1. Coaches shall treat parents, spectators, and colleagues with dignity and respect and shall avoid conflicts of interest and exploitation of these relationships.

2. Coaches shall not scout opponents by any means other than those adopted by the region and/or state high school activities association.

3. Coaches should meet and exchange cordial greetings with the opposing coach to set the correct tone for the event before and after the contest.

4. Coaches shall participate, when invited by administration, in an end-of-season interview with administration to discuss positives and negatives, reviewing expectations, and increasing skills to improve programs.

5. Coaches shall work together when scheduling off-season camps and clinics so as to allow multiple-sport athletes the opportunities to participate.

3.0160.09 *COMMITMENT TO OFFICIALS*

Issue Date: 5/12/11
Updated: 11/14/19

1. All game officials shall be treated in a professional and respectable manner. While showing passion and defending players is important, the coach shall not indulge in conduct, which would incite players or spectators against the officials.

2. Any displeasure with an official's actions or conduct shall be addressed through the proper channels (administration, coaches' associations, UHSAA) and not through the media or through public opinion.

3.0200 EMPLOYMENT *(PROFESSIONAL STAFF)*

3.0200.01 *PROFESSIONAL STAFF APPOINTMENT*

Issue Date: 9/12/96
Updated: 3/9/23

All professional staff members of the District will be appointed by the Board only upon the recommendation of the Superintendent. Should the Board reject a person nominated by the Superintendent, it shall be the Superintendent's duty to make another nomination.

In determining the recommendation, the Superintendent may consider the advice of the building Principal or the Professional Staff Recommendation Committee. The Professional Staff Recommendation Committee for each school may consist of administrator(s), teacher(s) and parent(s). It is the intent of the board to include as many committee members as is reasonable for the position.

3.0200.02 *CRITERIA*

Issue Date: 9/12/96
Updated: 10/2/25

Written criteria are developed which is related to the position requirements. The selection process shall be uniform in application to all applicants. All applicants shall be fully informed of the criteria and procedures associated with the selection process prior to an interview or at the beginning of the interview.

All professional personnel selected must be appropriately certificated or have the necessary provisional certification from the State Board of Education before they can receive any salary from the District.

3.0200.03 *AUTHORIZATION PAY*

Issue Date: 9/12/96
Updated: 10/2/25

Non-licensed teachers on authorization will be placed on the non-licensed salary schedule until they complete their certification or until the State no longer authorizes them.

This policy does not permit retroactive or back pay.

3.0210 PUBLIC INFORMATION PROGRAM: PUBLIC RECORDS

3.0210.01 *PURPOSE OF THE POLICY*

Issue Date: 9/12/96
Updated: 11/14/19

This policy is adopted pursuant to the Government Records Access and Management Act, GRAMA, Utah Code Ann. § 63G-2-701 (2018). It is intended to apply to all schools in the District relating to information practices, including classification, access, appeals, management and retention of documents. It shall be filed, together with any amendment thereto, with the state archives no later than thirty (30) days after its effective date.

Utah Code § 63G-2-701 (2018)

3.0210.02 *APPROPRIATE REQUESTER OF RECORDS*

Issue Date: 9/12/96
Updated: 11/14/19

A person may request access to the District's records if that person meets the requirements set forth in this policy and submits a written request. The written request shall contain the requester's name, mailing address, daytime telephone number, a specific description of the records requested and show the requester's status as one entitled to access to such records. Every person has the right to inspect a public record free of charge and the right to copy a public record in compliance with the terms of this policy. A "public record" means any record that is not private, controlled or protected.

For purposes of this policy, "records" do not include: temporary drafts or other materials prepared for the originator's personal use or prepared for the originator's personal use or for the personal use of another, personal notes, notes kept in personal journals, diaries or other day timers, notes of informal observations, notes of evaluations or materials owned by the originator in his/her private capacity.

Utah Code Ann. § 63G-2-207 (2018)

3.0210.03 *RECORDS ADMINISTRATOR*

Issue Date: 11/8/18
Updated: 11/14/19

The Business Administrator is hereby designated as Records Administrator of this District.

3.0210.04 *ACCESS TO PRIVATE RECORDS*

Issue Date: 11/8/18
Updated: 11/14/19

Upon an appropriate written request from the subject of the records, or the parent or legal guardian of an un-emancipated minor who is the subject of the record, the District shall disclose private records and other private data only to the subject of the record, or the parent or legal guardian of an un-emancipated minor who is the subject of the private record, or the legal guardian of a legally incapacitated individual who is the subject of the power of attorney from the subject of the record, or who submits a notarized release from the subject of the record, or his/her legal representative

which is dated not more than ninety (90) days before the date the request is made, or pursuant to order of a court of competent jurisdiction to disclose such record.

Utah Code § 63G-2-202(1) (2018)

3.0210.05 *PRIVATE DOCUMENTS*

Issue Date: 9/12/96
Updated: 11/14/19

The District hereby designates all documents identified in the *Utah Code § 63-22-302(1)* (a) through (e) and 302 (2) as "private data", including specifically but not limited to:

1. All private personnel records contained in a personnel file, applications, nominations, recommendations, or recommendations for employment, advancement or appointment
2. Any formal employee evaluation signed by the employee
3. Records showing an individual's home address, home telephone number, social security number, insurance coverage, marital status, payroll deductions, race, religion, disabilities or military status
4. Records touching upon an individual's eligibility for unemployment benefits, social services or welfare benefits
5. Records touching upon an individual's personal finances
6. Records touching upon any individual's medical or psychological condition, past or present
7. Records showing an individual's certification
8. Any record, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy

However, official records showing formal criminal charges and action against an employee are not private, unless, upon the discretion of the District records officer or the Superintendent, the charges are not sustained.

3.0210.06 *CONTROLLED RECORDS*

Issue Date: 9/12/96
Updated: 11/14/19

The District hereby designates as "controlled" any record that contains medical, psychiatric or psychological data about any individual and which would be detrimental to the subject's mental health or for the safety of that individual to disclose.

3.0210.07 *ACCESS TO CONTROLLED RECORDS*

Issue date: 11/8/18
Updated: 11/14/19

Upon an appropriate written request to the Records Administrator of the District, the District shall provide access to controlled records to a physician, psychologist or certified social worker upon the submission of a release of the record from the subject that is dated not more than thirty (30) days prior to the request or upon an order from a court of competent jurisdiction. All copies made

from such records shall be marked "controlled" and disclosure limited to the subject of the record and his/her medical professional.

3.0210.08 *PROTECTED RECORDS*

Issue Date: 9/12/96
Updated: 11/14/19

The District hereby designates as "protected data" all records identified in Utah Code Ann. § 63G-2-304, including but not limited to:

1. Any document disclosing a trade secret
2. Test questions or answers
3. Any document, the disclosure of which may give an unfair advantage to a person or entity proposing to enter into a contract
4. Records touching upon the value of real property owned by the District which may be considered for sale
5. Any record that may jeopardize the life or safety of an individual if disclosed
6. Any record that would violate the normal professional practice or medical ethics
7. Any record which may jeopardize the security of District property or programs
8. Records touching upon issues of audits, audit techniques, procedures and policies
9. Records touching upon issues of actual or potential litigation
10. Records touching upon collective bargaining strategy
11. Records touching upon occurrences covered by the Division of Risk Management
12. Records touching upon deliberations of the Board acting in a judicial or review of prior decision capacity
13. Records touching upon formal evaluations not signed by the employee, appointment, retention or promotion of employees
14. Records generated in a closed meeting in accordance with the Utah Open and Public Meetings Act
15. Records not placed in an employee's personnel file which are maintained by individual supervisors or administrators
16. Materials to which access must be limited for purposes of securing or maintaining the District's property rights including patents, copyrights, trademarks and trade secrets.

Utah Code § 63G-2-304

3.0210.09 *ACCESS TO PROTECTED RECORDS*

Issue Date: 11/8/18
Updated: 11/14/19

Upon an appropriate request by the person who created the record, or a person who has a valid power of attorney from such person, or upon an order from the subject of the records or a person having the power of attorney or holding a notarized release from the subject of the records, or from a court of competent jurisdiction, the District shall provide access to such records only to such persons. All copies made from such records shall be marked "confidential".

3.0210.10 *STUDENT RECORDS*

Issue Date: 9/12/96
Updated: 11/14/19

Student records shall be designated "education records" and the disclosure of such education records shall be governed pursuant to 20 U.S.C. § 12-32 (g) and 34 C.F.R. § 300, et seq. The District may not release information related to educational records without parental consent, except as provided by the Family Educational Rights and Privacy Act, (FERPA). (See policy 5.0500 with respect to student records.)

3.0210.11 *RELEASING STUDENT INFORMATION*

Issue Date: 11/14/19

Regarding the release of student information, the District may disclose any of the following designated Directory Information items for non-commercial purposes without prior written consent, unless notified in writing to the contrary by October 1, of each school year: name, address, telephone number, date and place of birth, major interests in school, participation in school sponsored activities, weight and height of members of athletic teams, dates of attendance, diploma and awards received, most recent school attended, photograph, and the name of parent or guardian with whom the student resides.

3.0210.12 *FEES FOR SEARCH AND/OR DUPLICATION OF RECORDS*

Issue Date: 11/8/18
Updated: 11/14/19

A fee (refer to GRAMA guidelines) shall be charged for the District's actual cost of duplicating a requested record and also for the personnel time in compiling and obtaining the records as follows:

1. 25 Cents per page for each non-color copy and 40 cents per page for each color copy.
2. Actual cost per hour for the time spent by District personnel searching for and compiling documents for copying. However, in the regular course of carrying on business, no fee may be charged for making a record available to be viewed or to determine whether the record is subject to disclosure or for the requester's inspecting the record.
3. An additional charge of 1 dollar shall be charged per each page of a document that has been requested to be certified.

The District shall require all past fees and estimated future fees of the requester to be paid before copying if fees are expected to exceed fifty (50) dollars, or if the requester has not paid fees from a previous request.

Utah Code § 63G-2-203 (2016)

3.0210.13 *COPYRIGHTED OR PATENTED MATERIALS*

Issue Date: 9/12/96
Updated: 11/14/19

Any document that is copyrighted, either by formal filing under federal copyright laws or by informal claim of copyright, or which is covered by a patent, trademark or other protective designation; shall not be copied or provided to any person without an order of a court of competent jurisdiction ordering such disclosure.

3.0210.14 *PROCEDURES*

Issue Date: 9/12/96
Updated: 11/14/19

Each requester shall submit a written request specifically identifying those documents requested. The request shall specifically state whether the documents sought are: (1) to be copies; or (2) to be identified to determine whether they are subject to disclosure. The District will determine if the requester will be allowed to inspect a specific record. In the event that a document is specifically identified and designated for copying, the requester shall submit sufficient funds with the written request to pay for all requested copies.

3.0210.15 *RESPONSE TIMES*

Issue Date: 11/8/18
Updated: 11/14/19

The District shall respond to the request to copy within fifteen (15) days. When the District hereby finds that it does not have adequate resources to respond to document requests and appeals in the time period set forth in § 63-2-204 of GRAMA, it can therefore opt for alternative time periods.

The District shall respond to an appropriate request by:

1. Approving the request and providing the records
2. Denying the request
3. Notifying the requester that it does not maintain the records
4. Notifying the requester that extraordinary circumstances exist which make it impractical to approve or deny the request, specifying the earliest time when the records will be available.

3.0210.16 *TIME LIMITS FOR APPEALS*

Issue Date: 11/14/19

In the event the District either denies access to or the right to copy a requested document, the requester shall submit an appeal of the request to the Board in writing. This written appeal must specifically state the documents which have been designated for copying or for inspection, the date of the request, the date of the denial of the request, all circumstances surrounding the denial, the reasons stated for the denial, and attach a copy of any funds which have been submitted to pay for copies of copies have been requested. The Board shall respond to such a request within thirty (30) days after the requester has submitted the appeal. The Board shall submit a written response either granting the requester's request or affirming the denial of the request for documents.

Utah Code Ann. § 63G-2-701 (3)-(4)

3.0210.17 *MANAGEMENT*

Issue Date:11/14/19

Documents shall be managed by the administrative staff in each school and by each separate department of the District office.

3.0210.18 *RETENTION OF DISTRICT RECORDS*

Issue Date: 11/8/18
Updated: 11/14/19

The District must maintain all public, private, controlled and protected documents for at least six (6) years, after which the District may discard, destroy or dispose of any documents.

3.0210.19 *PRIVILEGED DOCUMENTS*

Issue Date: 11/8/18
Updated: 11/14/19

The District reserves the right to claim a privilege with respect to all documents which are subject to attorney work product, attorney-client, physician-patient, psychiatrist-patient or other statutory privilege.

3.0210.20 *JUDICIAL REVIEW*

Issue Date: 11/14/19

Any party may appeal the Board's decision to the district court in the county where the District is located. The petition shall be filed no later than fifteen (15) days after the date of the Board's decision or order.

3.0210.21 *RIGHT TO SEE PUBLIC RECORDS*

Issue Date: 11/14/19

Except as otherwise set forth herein, District documents are "public" documents and every person has the right to inspect and to take a copy from nine (9) o'clock to three (3) o'clock, subject to the provisions of this policy.

3.0210.22 *RIGHT TO COPIES*

Issue Date: 11/8/18
Updated: 11/14/19

If an appropriate requester requests to have copies of more than fifty (50) pages of records, the District may in its sole discretion provide the requester with facilities to make copies and require the requester to make copies him or herself at his or her own expense.

Utah Code § 63G-2-201(9)

3.0210.23 *USE OF STUDENT RECORDS FOR RESEARCH PURPOSES*

Issue Date: 8/4/16

Updated: 11/14/19

1. Individual student information may not be released for research purposes without written consent from parents.

2. Information which does not reveal the individual identity of a student or infringe upon privacy rights; i.e., group test results, enrollment statistics, etc., may be released by the Planning and Student Services administrator for use in approved research projects.

3. Information involving students which is not generated by the schools such as United States census data may be released to outside individuals or agencies in accordance with state and federal law.

3.0220 EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: PHYSICAL EXAMINATIONS AND COMMUNICABLE DISEASES

3.0220.01 *PHYSICAL AND MENTAL EXAMINATIONS*

Issue Date: 9/12/96
Updated: 11/14/19

The District may require an applicant for employment or an employee to provide satisfactory evidence that the applicant or employee is mentally and physically qualified to perform the duties of the job. Satisfactory evidence may include, but is not limited to, regular mental or physical examinations by a qualified physician.

3.0220.02 *CONFIDENTIALITY OF EXAMINATION RESULTS*

Issue Date: 9/12/96
Updated: 11/14/19

Evidence of mental or physical condition provided by an applicant or employee pursuant to the previous section is deemed private and may be disclosed only to:

1. The applicant or employee, or a designated representative of the applicant or employee

School officers and members of the Board

The Department of Health

Local health authorities

The physician or other authorized person(s) who performed the examination(s)

A health care professional who had legitimate need to know the test result in order to provide for the health care provider's protection and welfare

Persons or entities or classes of persons or entities authorized by written release signed by the applicant or employee

KUTV, Inc. v. Utah State Board of Education 689 P.2D 1357 (Utah 1984)

3.0220.03 *INFORMATION FROM STATE BOARD*

Issue Date: 9/12/96
Updated: 11/14/19

An administrator may obtain any information in the possession of the State Office of Education, which is relevant to evaluating the employment of a current or prospective employee, or to take action against a current employee based upon such information. The individual affected shall be given notice of the information and be provided an opportunity to refute or respond to the information. An administrator who, in good faith, discloses or receives information under this section is exempt from civil liability relating to that receipt or disclosure.

3.0220.04 *INFORMATION FROM DUCHESNE COUNTY SCHOOL DISTRICT*

Issue Date: 9/12/96
Updated: 11/14/19

The following guidelines shall apply to all students and employees in this District in reporting cases of serious communicable diseases:

1. It is the responsibility of every District employee to report a suspected or confirmed case of a serious communicable disease as soon as possible to his/her supervisor.

2. The supervisor will report this information as soon as possible to the Superintendent.

3. An evaluation team shall be convened as soon as reasonably possible. Team members shall include appropriate medical advisors, persons familiar with the employee and the requirements of the employee's job, and a legal advisor. Other persons may be added as appropriate.

4. The evaluation team will review the medical history of the employee, investigate on-the-job behaviors, evaluate the work or status, review the most recent research findings of the disease, how the disease is transmitted, how long the carrier is infectious, what is the potential danger to third parties, the probability that the disease will be transmitted and will cause varying degrees of harm, and then will make a written report or recommendation to the Superintendent within two weeks of the date first reported.

5. The Superintendent will determine what action to take on a case-by-case basis, and report such action to the Board by the next Board meeting.

6. The Superintendent's action may include but not be limited to, continuing normal employment; authorizing the use of sick, vacation or administrative leave; authorizing medical leave without pay (not to exceed one (1) year), referring the employee to LTD or Social Security disability; or any other appropriate action suited for the case. An employee may continue to work unless it is determined that continuation would create unreasonable risks for the employee or other persons, and that accommodations cannot reasonable be made to eliminate unreasonable risks.

7. All information, records, reports, and other data related to the case will be maintained as confidential data and only released to those who have both a right and a substantial need to know the information.

8. Prudent and reasonable measures will be taken to ensure the protection and safety of co-workers, students, the general public, and all others involved and also to ensure that the employee's rights are protected under the law.

9. Within limits prescribed by applicable law and regulations, all reported cases, whether confirmed or only suspected, will be reported without delay to the State Department of Health, Bureau of Epidemiology (538-6191) by the Administration.

3.0230 EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: CONFLICT OF INTEREST

3.0230.01 *HOLDING PUBLIC OFFICE*

Issue Date: 9/12/96
Updated: 11/14/19
DAE

District employees may not serve as members of the Board. District employees may serve as members of the governing bodies of school districts (other than those in which they are employed) cities, towns, or other local governmental districts.

Utah Code § 20A-14-202(3) (2016)

3.0230.02 *SCHOOL SUPPLIES*

Issue Date: 9/12/96
Updated: 11/14/19
DAE

No teacher, administrator, or other employee of the District shall sell or otherwise receive compensation from the District as a result of the purchase, lease or acquisition of any kind of school furniture or supplies.

Utah Code § 53A-3-402(16)

3.0230.03 *PRIVATE, CONTROLLED, OR PROTECTED INFORMATION*

Issue Date: 9/12/96
Updated: 11/14/19
DAE

District employees may not:

1. Accept employment or engage in any business or professional activity which the employee might reasonable expect would require or induce him/her to improperly disclose controlled information which he/she has gained by reason of the employee's position.

2. Improperly disclose controlled, private or protected information, acquired by reason of the employee's official position nor use such information for the employee's or another's private gain or benefit.

3. Use or attempt to use the employee's position with the District to substantially further the employee's economic interest or to secure special privileges or exemptions for the employee or others.

4. Accept other employment that the employee might expect would impair the employee's independence of judgment in performing the employee's public duties.

5. Accept other employment that the employee might expect would interfere with the ethical performance of the employee's duties.

Utah Code § 67-16-4 (2018)

3.0230.04 *ACCEPTING GIFTS, COMPENSATION OR LOAN*

Issue Date: 9/12/96
Updated: 11/14/19
DAE

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

1. It tends to influence the employee in the discharge of employment duties

2. The employee knows or someone in the employee's position should know it is a reward for the employee's action; or

3. The employee recently has been, or is now, or in the near future may be involved in any governmental action directly affecting the donor or lender, unless a disclosure of the gift, compensation or loan and other relevant information has been made in the manner provided below captioned "Receiving Compensation for Assistance in Transaction Involving a State Agency."

This section does not apply to the following:

1. An occasional non-pecuniary gift having a value of not in excess of fifty dollars ($50.00)

2. An award publicly presented in recognition of public services

3. Any bona fide loan made in the ordinary course of business by an institution authorized by the laws of the state or any other state to engage in making such loans

4. A political campaign contribution if the contribution is actually used in a political campaign of the recipient District Employee

Utah Code § 67-16-5 (2014)

3.0230.05 *RECEIVING COMPENSATION FOR ASSISTANCE IN TRANSACTION INVOLVING A STATE AGENCY*

Issue Date: 9/12/96
DAE

No District employee shall receive or agree to receive compensation for assisting any person or business entity in any transaction involving a state agency unless the District employee files a sworn written statement. Said statement is to be filed with the Superintendent, the state attorney general's office, and the head of the agency with which the transaction is being conducted and will contain the following information:

1. The name and address of the employee

2. The name of the school district

3. The name and address of the person or business entity being or to be assisted

4. A brief description of the transaction as to which service is rendered or is to be rendered and of the nature of the service performed or to be performed

The sworn statement shall be filed within ten (10) days after the date of any agreement between the District employee and the person or business entity being assisted or the receipt of compensation, whichever is earlier.

Utah Code § 67-16-6 (2014)

3.0230.06 *NEPOTISM*

Issue Date: 9/12/96
Updated: 03/10/22

Definitions—

As used in this policy: "appointee" means an employee whose salary, wages, pay, or compensation is paid from public funds; "relative" means father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, uncle, aunt, nephew, niece, grandson, granddaughter, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law; "household member" means a person who resides in the same residence.

Utah Code § 52-3-1(1) (d) (2018)

Prohibited Appointment—

No Board member or employee of the District may employ, appoint, or vote for or recommend the appointment of a relative or household member in or to any position or employment when the appointee will be directly supervised by a relative or household member, unless:

1. The appointee will be compensated from funds designated for vocational training;

2. The appointee will be employed for a period of 12 weeks or less;

3. The appointee is a volunteer as defined by the District; or

4. The Superintendent determines that appointee is the only or best person available, qualified or eligible for the position.

Utah Code § 52-3-1(2)(a) (2018)

Prohibited Supervision—

No District employee may directly supervise an appointee who is a relative or household member of the employee unless:

1. The appointee was appointed or employed before the District employee assumed his or her supervisory position, if the appointee's appointment was not unlawful at the time of the appointee's appointment;

2. The appointee will be compensated from funds designated for vocational training;

3. The appointee will be employed for a period of 12 weeks or less;

4. The appointee is a volunteer as defined by the District;

5. The appointee is the only person available, qualified or eligible for the position; or

6. The Superintendent determines that the employee is the only individual available or best qualified to perform supervisory functions for the appointee.

When a District employee supervises a relative or household member, the employee shall make a complete written disclosure of the employee's relationship with the relative or household member in a sworn statement provided to the Board of Education. The District employee may not evaluate the relative's job performance or recommend salary increases for the relative.

Utah Code § 52-3-1(2)(b), (c) (2018)

Utah Code § 67-16-7(2)(b) (2018)

Acceptance of Employment—

No appointee may accept or retain employment in the District if the appointee is under the direct supervision of a relative or household member, unless:

1. The relative or household member was appointed or employed before the appointee assumed the appointee's position, if the appointment of the relative or household member was not unlawful at the time of the appointment;

2. The appointee will be compensated from funds designated for vocational training;

3. The appointee will be employed for a period of 12 weeks or less;

4. The appointee is a volunteer as defined by the District;

5. The appointee is the only person available, qualified or eligible for the position; or

6. The Superintendent determines that the appointee's relative or household member is the only individual available or qualified to supervise the appointee.

Utah Code § 52-3-1(3) (2018)

Federal Funds

The rules against nepotism apply to employees paid with public funds regardless of the source of those funds, including employees paid with funds from a federal grant.

Limited Exception for Towns—

Within a town, as defined by Utah Code § 10-1-104, this policy on nepotism shall not apply to the employment of uncles, aunts, nephews, nieces or cousins.

Utah Code § 52-3-4 (1998)

General Exceptions—

This policy on nepotism shall not apply to the employment of a relative if the following criteria are established:

1. fewer than 3,000 people live within 40 miles of the primary place of employment, measured over all-weather public roads;

2. the job opening has had reasonable public notice; and

3. the relative is the best qualified candidate for the position.

If an appointee is to be hired under this exception, the District shall make a written record of the proceedings in which it was established that the appointee met the criteria of this exception, which record shall include a written statement by the hiring officer certifying that the appointee satisfies the exception, all of which shall be retained in the personnel file of the appointee.

Utah Code § 52-3-4 (1998)

3.0240 EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: NON-SCHOOL EMPLOYMENT

3.0240.01 *NON-SCHOOL EMPLOYMENT*

Issue Date: 9/12/96
Updated: 11/14/19

No employees of the District shall obtain or maintain any other employment that may interfere with or substantially impede discharge of duties under the individual's employment with the District.

3.0250 EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: DRUG POLICY

3.0250.01 *BOARD POLICY*

Issue Date: 10/10/13
Update: 11/14/19
DAG

The Board recognizes that the unlawful use, possession, distribution, or sale of alcohol, narcotics, or other dangerous drugs is illegal according to federal and Utah State Law and constitutes a hazard to students. The Board encourages the development and implementation of programs which will provide information on the harmful effects and aid in the prevention of drug and alcohol abuse. The Board support programs that coordinate school and parent cooperation in attempting to prevent problems of drug abuse and support programs that assist parents in seeking outside professional help from public and private educational and rehabilitative programs.

The Board delegates to the Administration responsibility for providing educational prevention programs, procedures for violations, support for employees, students and their families in all efforts of drug and alcohol prevention.

3.0250.02 *ADMINISTRATIVE POLICY*

Issue Date: 10/10/13
Updated: 11/14/19
DAG

The Administration recognizes the need to reduce the risk of use and the abuse of illegal substances among employees and students. Therefore, the use or possession of alcohol or illegal drugs, counterfeit substances, and all associated paraphernalia is prohibited at school and on any School district location.

Utah Code Ann. § 58-37-1 et seq.

3.0250.03 *EMPLOYEE DRUG POLICY*

Issue Date: 9/12/96
Updated: 11/14/19
DAG

No employee shall distribute, dispense, possess, use or be under the influence of any alcoholic beverage, malt beverage or fortified wine or other intoxicating liquor or unlawfully manufacturer, distribute, dispense, possess or use or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid or any other controlled substance, as defined in the Utah Controlled Substances Act, schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15, before, during or after school hours at school or in any other school district location as defined below.

Utah Code Ann. § 58-37-1 et seq.

"School district location" means in any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his/her supervisor in writing of a statute violation occurring in any of the places listed above on which work on District federal grant is performed, no later than five (5) calendar days after such conviction.

3.0250.04 *MARIJUANA AND CANNABIS*

Issue Date: 9/8/22

This policy applies to narcotics, drugs and controlled substances as defined in law. Although some actions involving medical marijuana are no longer prohibited under Utah law, federal law still prohibits the manufacture, sale, distribution, and use of marijuana and conditions receipt of federal education funding on maintaining a drug-free workplace. As a recipient of federal funds, the district has an obligation to maintain a drug-free workplace. Thus, marijuana possession, sale, distribution, and use in the workplace is prohibited under this policy. However, an employee who has a valid medical cannabis card is not subject to retaliatory action for failing a drug test due to marijuana or tetrahydrocannabinol unless there is evidence that the employee was impaired or otherwise adversely affected in the employee's job performance due to the use of medical cannabis. ("Retaliatory action" means dismissal, reduction of compensation, failing to increase compensation by an amount the employee is otherwise entitled to or was promised, failure to promote the employee if the employee would otherwise have been promoted, or threatening any of these actions.) This limitation on adverse employment action does not apply in any circumstance when it would jeopardize federal funding.

29 CFR § 94.205(a)
34 CFR § 84.205(a)
Utah Code § 26-61a-111(2) (2022)

3.0250.05 *NOTICE TO EMPLOYEES*

Issue Date: 9/12/96
Updated: 11/14/19
DAG

NOTICE: The following notice shall be provided to all Employees of the District.

YOU ARE HEREBY NOTIFIED that it is a violation of the policy of the School District for any employee to distribute, dispense, possess, use or be under the influence of any alcoholic beverage, malt beverage or fortified wine or other intoxicating liquor or to unlawfully manufacture, distribute, dispense, possess or use or be under the continued influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid or any other controlled substance, as defined in the Utah Controlled Substances Act, schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation at 21 C.F.R. 1300.1 et seq., before, during or after school hours at school or in any other school district location as defined below.

"School district location" means in any school building and on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

YOU ARE FURTHER NOTIFIED that if you are engaged either directly or indirectly in work on a federal grant, it is a condition of your continued employment on any such federal grant that you shall abide by the terms of the school district policy on alcohol and drugs and will notify your supervisor in writing of your conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction.

Any employee who violates the terms of the school district's drug and alcohol policy may be non-renewed or his or her employment may be suspended or terminated, at the discretion of the board.

In the alternative, any employee who violates the terms of the school district's drug and alcohol policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the board. If such employee fails to satisfactorily participate in such program, the employee shall be non-renewed or his or her employment may be suspended or terminated, at the discretion of the board.

21 U.S.C. § 812
21 CFA 1300.11 through 1300.15
Utah Code Ann. § 58-37a-1 et seq.
Utah Code Ann. § 58-37b-1 et seq.

3.0250.06 *DRUG TESTING OF BUS DRIVERS*

Issue Date: 10/10/13
Updated: 11/14/19
DAH

Supplement to State Rules

The Utah State Office of Education has promulgated a mandatory rule requiring drug tests of certain employees under certain conditions pursuant to the Omnibus Transportation Employee Testing Act of 1991 and the Rules and Regulations of the Department of Transportation, 49

U.S.C. § 31306, 49 CFR Parts 382, 391, 392 and 395, governing all employees who are required as a part of their employment duties to obtain commercial driver's licenses. This policy is intended to supplement the State Office rules regarding drug testing. The State Office rule is incorporated into this policy by this reference.

49 USCS § 31306.

Drug Program Coordinators

The District hereby appoints the transportation director to act as the Drug Program Coordinator and the transportation secretary to act as the Alternate Drug Program Coordinator. The Drug Program Coordinator shall also act as the site coordinator for purposes of observing, collecting, and organizing and maintaining test data.

Conditions of Employment

All employees of the District who are required by their job duties to obtain and maintain a commercial driver's license or who will be employed in a safety sensitive position as defined in this Policy must, as a condition of initial and continued employment within the District:

1. Abide by the provisions of the District's Drug Policies;

Notify the District Pupil Transportation Supervisor of any criminal drug or alcohol related conviction no later than fie (5) working days after such conviction;

Notify the District Pupil Transportation Supervisor of any revocation or confiscation of the Commercial Driver's License;

Consent to the District releasing to any other school district records of a positive test or a refusal to be tested.

Confidentiality of Tests

All employees must refrain from disclosing any information about testing times or dates to forewarn potential test selectees. Any employee who violates this provision may be terminated for cause.

Tests to be Conducted

Employees of the District shall be tested under the following provisions:

1. All employees required to hold a commercial driver's license shall be tested as provided in the state Office Rules;

Any employee may be tested whenever an accident causing bodily injury occurs within the scope of employment where it appears that drugs or alcohol may have been a contributing factor. All such tests shall be conducted within eight (8) hours after the accident;

Any employee may be tested for drugs or alcohol where there is a reasonable suspicion that an employee may be using alcohol, illegal drugs, or may be under the influence of illegal drugs or alcohol while on the job.

Reasonable Suspicion Documentation

Prior to conducting any tests for drugs or alcohol, based upon a suspicion of use the Drug Program Coordinator or the Alternate must articulate in writing specific facts any reasonable inferences drawn from those facts and which lead to a reasonable suspicion that an employee is using or under the influence of alcohol or illegal drugs.

Utah Code § 34-41-102(3) (2016)

Utah Code § 34-41-101(8) (2007)

Reasonable Suspicion

A "reasonable suspicion" means an articulated belief based on the recorded specific facts and reasonable inferences drawn from those facts that indicate that a school district employee is using or is under the influence of drugs or alcohol.

Utah Code § 34-41-101(8) (2007)

Safety Sensitive Position

A "safety sensitive position" means all persons required by their job duties to maintain a commercial class driver's license, including all bus drivers, mechanics and any other employee involved in transporting students within the scope of employment.

Scope of Employment

An action is within the "scope of employment" if it is part of any actions for which an employee is remunerated or performs by reason of employment in the l District.

Verification of Tests

Before the result of any test may be used as a basis for any adverse employment action, the District shall verify or confirm any positive initial screening test by gas chromatography, gas chromatograph-mass spectroscopy, or other comparable analytic methods.

In addition, the employee testing positive shall be notified by telephone and in writing at the last known address and telephone number of the positive test result and where a new test may be obtained if the employee desires to undergo a second test.

Utah Code Ann. § 34-41-104(4) (1998)

Positive Test of Safety Sensitive Position While on Duty

Any employee who holds a safety sensitive position who tests positive while acting within the scope of job duties shall be terminated for cause.

Positive Test of Other Employees

Compliance with the Districts Drug Policies is a condition of continued employment within the District. The District shall terminate any employee who tests positive for alcohol or illegal drugs while acting within the scope of job duties unless:

1. The employee has voluntarily disclosed a need for counseling or rehabilitation from alcoholism or drug dependence prior to the test; and

The employee has agreed to enroll at his or her expense into a rehabilitation, treatment, or counseling program approved by the District.

Utah Code Ann. § 34-41-105(2) (1994)

Any employee in a rehabilitation or treatment program who is not in a safety sensitive position may be suspended without pay, placed on probation, or terminated for cause within the discretion of the Superintendent of Schools and/or the Board of Education.

Test Procedures

All tests shall be conducted pursuant to the procedures established in the State Office of Education Rules.

Compensation for Test Time

All tests performed by the District shall occur during or immediately after the regular work period of the employee and shall be considered as work time for purposes of compensation and benefits.

Utah Code Ann. § 34-41-104(5) (1998)

The District shall bear the costs of all sample collection and testing for alcohol or drugs at the request of the District, including any costs for transportation to the test site if conducted at a place other than the workplace.

Utah Code Ann. § 34-41-104(6)(1998)

3.0250.07 *DRUG TESTING OF OTHER EMPLOYEES*

Issue date: 12/4/25

Application of Policy

This policy applies to drug and alcohol testing of District employees who are neither bus drivers nor employees in a safety sensitive position. (Drug and alcohol testing of bus drivers and employees in safety sensitive positions is governed by Policy 3.0250.06)

Utah Code § 34-41-103(1) (2024)

Grounds for Testing

Employees of the District may be required to submit to drug or alcohol testing as follows:

1. Where there is a reasonable suspicion that the employee may be using or may be under the influence of illegal drugs or alcohol while on the job.

2. Whenever an accident causing bodily injury occurs within the scope of employment where it appears that drugs or alcohol may have been a contributing factor.

Utah Code § 34-41-102(3) (2016)
Utah Code § 34-41-103(2)(b) (2024)

Reasonable Suspicion

A “reasonable suspicion” means an articulated belief based on the recorded specific facts and reasonable inferences drawn from those facts that indicate that a school district employee is using or is under the influence of drugs or alcohol.

Utah Code § 34-41-101(9) (2024)

Reasonable Suspicion Documentation

Prior to conducting any tests for drugs or alcohol based upon a suspicion of use, the supervisor or administrator requiring the test must articulate in writing specific facts and any reasonable inferences drawn from those facts which lead to a reasonable suspicion that an employee is using or under the influence of alcohol or illegal drugs.

Utah Code § 34-41-102(3) (2016)
Utah Code § 34-41-101(9) (2024)

Scope of Employment

An action is within the "scope of employment" if it is part of any actions for which an employee is remunerated or performs by reason of employment in the District.

Consequences of Positive Test

Compliance with the District's drug policies is a condition of continued employment within the District. The District shall terminate any employee who tests positive for illegal drugs while acting within the scope of job duties unless:

1. The employee has voluntarily disclosed a need for counseling or rehabilitation from drug dependence prior to the test; and

2 The employee has agreed to enroll at his or her expense into a rehabilitation, treatment, or counseling program approved by the District.

Utah Code § 34-41-105(2) (1994)

The discipline imposed on an employee who tests positive for alcohol while acting within the scope of job duties will depend on the specific facts and circumstances and the particular test results and may include sanctions up to and including termination. In determining what sanction is appropriate, the District should consider whether:

1. The employee has voluntarily disclosed a need for counseling or rehabilitation from alcohol dependence prior to the test; and

2. The employee has agreed to enroll at his or her expense into a rehabilitation, treatment, or counseling program approved by the District.

Utah Code § 34-41-105(2) (1994)

Any employee in a rehabilitation or treatment program who is not in a safety sensitive position may be suspended without pay, placed on probation, or terminated for cause within the discretion of the Superintendent and/or the Board of Education.

Consequences of Refusal to Test or Tampering With Test

If an employee is required to take a drug or alcohol test based on reasonable suspicion and refuses to be tested or to cooperate with test procedures, the employee may be treated as having a positive test result and disciplined accordingly and may also be disciplined for insubordination. If an employee is found to have submitted a false sample or otherwise to have attempted to circumvent the testing process, the employee may be treated as having a positive test result and disciplined accordingly.

Utah Code § 34-41-105(2) (1994)

Alcohol Testing Procedures

All tests shall be conducted pursuant to the procedures established in the State Office of Education Rules.

Drug Testing Procedures

The district shall collect and test samples in accordance with Section 34-41-104(3) (2024);

Verification of Tests

Before the result of any test may be used as a basis for any adverse employment action, the District shall verify or confirm any positive initial screening test by gas chromatography, gas chromatograph-mass spectroscopy, or other comparable analytic methods. In addition, the employee testing positive shall be notified by telephone and in writing of the positive test result and, for a urine test, where a new test may be obtained if the employee desires to undergo a second test and requests it within 72 hours of the notice. If the employee timely requests testing of the second sample, the second sample shall be tested.

Utah Code § 34-41-103(7) (2024)
Utah Code § 34-41-104(4) (2024)

Compensation for Test Time

All tests performed by the District shall occur during or immediately after the regular work period of the employee and shall be considered as work time for purposes of compensation and benefits.

Utah Code § 34-41-104(5) (2024)

Testing Costs

The District shall bear the costs of all sample collection and initial testing for alcohol or drugs at the request of the District, including any costs for transportation to the test site if conducted at a place other than the workplace. The costs of testing a second urine sample will be equally divided between the District and the employee.

Utah Code § 34-41-103(8) (2024)
Utah Code § 34-41-104(6) (2024)

3.0260 DCSD CODE OF CONDUCT: APPROPRIATE BEHAVIOR POLICY

Issue date: 5/9/19
Updated: 12/4/25
DAI

Purpose and Philosophy

The Duchesne County School District is committed to establishing and maintaining appropriate standards of conduct between staff members and students. These standards of conduct are also known as professional boundaries. Staff members shall maintain professional and appropriate demeanor and relationships with students, both during and outside of school hours, as well as both on and off campus, that foster an effective, non-disruptive and safe learning environment. This policy is adopted in conformance with Utah Administrative Rule R277-517, which requires local educational entities to adopt a code of conduct applicable to staff.

Definitions

1. 1. Abuse

    a. “Physical abuse” means abuse that results in physical injury or damage.

    b. “Sexual abuse” has the same meaning as defined in Utah Code § 80-1-102(80).

c. “Verbal abuse” means repeatedly communicating in an objectively demeaning or disparaging manner which creates a hostile, intimidating, abusive, offensive, or oppressive learning environment.

d. “Mental abuse” means a pattern of sustained and repetitive acts or inappropriate statements that cause fear, lower self-esteem, or manipulate the person to control behavior. Examples of actions or statements that could be part of such a pattern include intimidation, threatening harm, destruction of property, insults or putdowns, arbitrary and unpredictable inconsistency, and denial that prior abusive incidents occurred. (Appropriate statements or actions taken in imposing discipline for misconduct do not constitute mental abuse.)

Utah Code § 80-1-102(64), (80) (2025)
Utah Admin. Rules R277-217-3(3) (January 10, 2024)

“Boundary violation.” A boundary violation occurs when a staff member crosses verbal, physical, emotional, or social lines that must be maintained to ensure structure, security, and predictability in an educational environment. Depending on the circumstances, the following may constitute a boundary violation:

e. Isolated, one-on-one interactions with students out of the line of sight of others;

f. Meeting with a student or students in rooms with covered or blocked windows;

g. Telling risqué jokes or using profanity in the presence of a student;

h. Employing favoritism to a student;

i. Inappropriate gift giving to an individual student;

j. Uninvited or inappropriate touching;

k. Photographing an individual student for a non-educational purpose or use;

l. Engaging in inappropriate or unprofessional conduct outside of educational program activities;

m. Exchanging personal email or phone numbers with a student for a non-educational purpose or use;

n. Interacting privately with a student through social media, computer, or handheld devices; and

o. Discussing with a student inappropriate details about the staff member’s personal life or personal issues or a student’s personal life or personal issues.

It is NOT a boundary violation to:

a. Offer praise, encouragement, or acknowledgement;

b. Offer rewards available to all who achieve;

c. Ask permission to touch for necessary purposes;

d. Give a pat on the back or a shoulder;

e. Give a side hug;

f. Give a handshake or “high five”;

g. Offer warmth and kindness;

h. Use public social media alerts to groups of students and parents; or

i. Engage in contact permitted by an IEP or 504 plan.

Utah Admin. Rules R277-210-2(6) (January 10, 2024)

It is not a boundary violation when a student acts or speaks in inappropriately familiar ways with a staff member without having been prompted to do so by the staff member, but such incidents must be promptly documented and reported to the staff member's supervisor or the building principal and the student should be given guidance on proper student-staff relationships as directed by the supervisor or principal.

Utah Admin. Rules R277-515-2(1) (December 1, 2017)

"Bullying" means the same as that is defined by Policy 5.0711.01 and Policy 5.0810.01.

"Cyber-bullying" means the same as that is defined by Policy 5.0711.01 and Policy 5.0810.01.

"Neglect" has the same meaning as defined in Utah Code § 80-1-102(58).

p. The term "parent" means the natural or adoptive or step or foster parent of a child or legal guardian who acts in the place of a parent.

Utah Code § 80-1-102(58) (2025)

"Staff" means an employee or any contractor or volunteer with unsupervised access to students.

Utah Admin. Rules R277-322-2(3) (August 7, 2024)

Professional Conduct

District staff are expected to comply with all District policies and to adhere to all requirements of the law. District staff are further expected to act professionally. This includes communicating in a civil manner and not promoting personal opinions, issues, or political positions as part of the instructional process in a manner inconsistent with law. It further includes integrity and honesty in relationships with others and conducting any financial business and accounting for funds honestly and with integrity. District staff are expected to comply with appropriate dress and grooming standards as established by District policy, supervisor directives, and generally accepted professional standards. District employees are required to report arrests and convictions as provided for in Policy 3.0131.01.

Utah Admin. Rules R277-217-2, -3, -4, and -5 (January 10, 2024)

District staff are prohibited from being under the influence of, using, possessing, or distributing any alcoholic beverage, tobacco product (including electronic cigarettes), or controlled substance at school or at a school-related activity where the staff member is functioning as such, as outlined in Policy 3.0260. District staff are prohibited from providing alcohol or unauthorized drugs to students or from allowing students under the supervision or control of the staff member to use alcohol or unauthorized drugs. District staff are further expected to support District efforts to reduce inappropriate drug use and alcohol or tobacco use among students, including by reporting student actions as provided by Policy 1.0700.05.

Utah Admin. Rules R277-217-2(10) to (12) (January 10, 2024)

District staff are prohibited from knowingly viewing, accessing, or possessing pornographic or indecent material in any form (print, electronic, or otherwise) while on school premises or at a school-related activity or by using District devices, internet access, or other resources. District staff may not knowingly use, view, create, distribute, or store pornographic or indecent material involving children at any time. District staff may not expose students to sensitive material as defined by Utah Code § 53G-10-103 and as determined by the District. (This restriction does not apply when approved District staff access pornographic or indecent material for the limited purpose of investigating a violation of this restriction or to enforce this restriction.)

Utah Admin. Rules R277-495-4(1)(c) (October 8, 2024)
Utah Admin. Rules R277-217-2(16) to (19) (January 10, 2024)
Utah Code § 76-5c-208 (2025)

Professional and Ethical Relationships with Students

District staff are to comport themselves in a way that contributes to maintaining and fostering a positive, effective, non-disruptive and safe learning environment for students. This includes maintaining professional and appropriate demeanor and relationships with students, both during and outside of school hours and on and off campus and through in-person and electronic interactions (through devices or social media). This also includes respecting appropriate intrapersonal boundaries in interacting with students and avoiding behavior that could reasonably lead to the appearance of impropriety. An educator may not invite, suggest, or encourage a student to reconsider or change the student's sexual orientation or gender identity. An educator may not use his or her position, through instruction, materials, or symbols, to actively endorse, promote, or disparage a particular partisan, religious, denominational, sectarian, agnostic, or atheistic belief or viewpoint in a manner inconsistent with District policy.

Staff are prohibited from engaging in the following conduct towards students:

1. Abuse (physical, sexual, verbal, or mental, as defined above);
2. Bullying, cyberbullying, harassment (including sexual harassment), or hazing;
3. Discrimination or harassment based on race, color, ethnicity, national origin, sex, gender identity, sexual orientation, religion (or lack of religious affiliation or belief), political viewpoint, or disability;
4. Boundary violations;
5. Sharing any sexually explicit or lewd communication, image, or photograph;
6. Allowing students in their homes for a school-related social activity without prior written permission of the principal;
7. Dating or any type of romantic or sexually relationship or conduct;
8. Requests for sexual activity or sexually suggestive comments; or
9. Touching a student in a way that makes a reasonably objective student feel uncomfortable.

Utah Admin. Rules R277-217-2(4) to (7), (22) to (25) (January 10, 2024)
Utah Admin. Rules R277-217-3(2), (3) (January 10, 2024)
Utah Admin. Rules R277-322-2(2), (4) (August 7, 2024)
Utah Admin. Rules R277-322-3(3)(a) to (j) (August 7, 2024)
Utah Code § 53B-1-118(b) (2024)
Utah Code § 63G-7-301(3)(a)(i), (b) (2025)

The foregoing prohibitions apply to staff interaction with any student presently enrolled in the District and to staff interaction with any student who was enrolled in the District within the time period two (2) years before the conduct in question.

Flaskamp v. Dearborn Public Schools, 385 F.3d 935, 944 (6th Cir. 2004).
Utah Code § 76-5-422 (2025)

The District recognizes that in circumstances where a staff member and a student have a relationship which is independent of and does not arise out of the school context, interactions which would be a boundary violation in the absence of that independent relationship may not constitute a boundary violation. (Examples of such independent relationships include where the staff member and student are family members or otherwise closely related or where the staff member and student are both affiliated with a non-school organization and the interaction relates to or arises out of that relationship.) The other prohibitions listed above apply regardless of the existence of an independent, non-school relationship.

Violation of any of the prohibitions of this policy is grounds for employee disciplinary action up to and including termination of employment and for action up to and including termination of the District's relationship with a contractor or volunteer.

Reporting Requirements

Staff members are required to promptly report any suspected incidents of abuse (physical, verbal, sexual, or mental) or neglect, including suspected incidents of child abuse as provided in Policy DDA. Staff members are also required to report incidents of student prohibited acts under Policy DDB, which includes hazing and demeaning or assaultive behavior). Staff members shall also report incidents of bullying, cyberbullying, and harassment.

Utah Admin. Rules R277-322-3(3)(c), (k)(i) (August 7, 2024)

Staff members are also required to report any instance of violation of this Code of Conduct policy, including but not limited to instances of sexual harassment as provided by Policy DKB and Policy FHAB. If a staff member becomes aware that a student has initiated any interaction with a staff member which would be improper or inappropriately familiar, the staff member must promptly document and report that incident.

Utah Admin. Rules R277-322-3(5)(a) (August 7, 2024)

Staff members should report any instances where the staff member knows or has reason to believe that a staff member holding a Utah educator or administrative license has violated the Utah Educator Standards.

Utah Admin. Rules R277-322-3(5)(b) (August 7, 2024)

Reporting Procedures

Reports required under this Code of Conduct shall be made as follows: Reports regarding child abuse or neglect shall be made according to Policy DDA. Reports regarding sexual harassment shall be made according to Policy DKB and FGAD. Reports of student prohibited conduct shall be made according to Policy DDB. Other reports required by this Code of Conduct shall be made to the staff member's immediate supervisor or the building principal. However, if the person who would receive the report is the person whose conduct is in question, the report will be made instead to that person's supervisor.

Utah Admin. Rules R277-322-3(3)(k)(i), (5) (August 7, 2024)

Training

Each staff member must, at least every other year, read and sign Policy DDA (regarding reporting of suspected child abuse) and any other policies relating to identifying or documenting child abuse.

Utah Admin. Rules R277-322-3(3)(k)(ii) (August 7, 2024)

Each staff member must, at the time of initial employment and at least every year thereafter, be trained on the requirements of this code of conduct Policy DAI and must at the time of each training sign a statement acknowledging that the staff member has read and understands this code of conduct.

Utah Code § 63G-7-301(3)(b) (2025)
Utah Admin. Rules R277-322-3(6) (August 7, 2024)

Each staff member who is either an employee or a contractor must, once every three years, attend sexual abuse and human trafficking prevention training.

Utah Admin. Rules R277-322-3(3)(k)(iii) (August 7, 2024)
Utah Code § 53G-9-207(3) (2025)

Each staff member who holds a Utah educator or administrative license shall become and remain familiar with the professional standards set forth in Utah Administrative Rule R277-217.

Public Notice of Code of Conduct

This policy shall be posted on the District's web site.

Utah Admin. Rules R277-322-3(4) (August 7, 2024)

3.0260.01 *DCSD CODE OF CONDUCT: STAFF MEMBER ACKNOWLEDGEMENT*

Issue Date: 10/10/19

Name: _____ Position: _____

Date of Training: _____ Trained by: _____

I received training about the requirements of Duchesne County School District Code of Conduct Policy. I understand the requirements of the policy and that I am responsible to recognize and maintain appropriate personal boundaries while interacting with students. I also understand that if I have reason to believe a staff member is violating the Code of Conduct, I will report my suspicions to my supervisor, building administrator, or DCSD administrator.

Signature of Staff Member

_____

Date

_____

3.0300 CONTRACT AND NONCONTRACT EMPLOYMENT

3.0310 PROFESSIONAL CONTRACT EMPLOYMENT: PROVISIONAL/CONTINUING/PROBATIONARY CONTRACTS

3.0310.01 *PROFESSIONAL PERSONNEL*

Issue Date: 9/12/96
Updated: 4/13/23

The Board shall employ professional personnel by a written contract that sets forth the terms and conditions of employment. The length or term of the contract shall not exceed five years. All such contracts shall be in writing, and shall embody the terms and conditions of employment. Nothing in the terms of the contract shall restrict the power of the Board to terminate the contract for cause at any time. The Board may not enter into a collective bargaining agreement that prohibits or limits individual contracts of employment. Contracts for hiring or rehiring of personnel shall be valid only if entered into by the Board.

The Board shall ensure that each employment contract contains a disclosure stating whether the School District participates in the Risk Management Fund as provided under § 63A-4-204 UCA.

Utah Code Ann. 53G-11-202

3.0310.02 *PROPERTY INTEREST*

Issue Date: 9/12/96
Updated: 11/14/19

A contract of employment with the District creates a property interest in the position only for the period of time stated in the contract. Such a contract creates no property interest of any kind beyond the period of time stated in the contract. However, such a property interest during the term of the contract does not create an expectation of continuing employment beyond the term stated in the written contract.

Perry v. Sinderman, 92 S. Ct. 2694 (1972)
Board of Regents of State Colleges v. Roth, 92 S. Ct. 2701 (1972)

3.0310.03 *TEACHERS*

Issue Date: 9/12/96
Updated; 11/14/19

Each teacher hereafter employed by the District shall be employed under and shall receive a contract that is either a “provisional educator contract,” “probationary contract” or a “career educator continuing contract.” All such contracts shall be in writing, and shall embody the terms and conditions of employment.

Utah Code Ann. § 53G-11-102

3.0310.04 *PROVISIONAL EMPLOYEES*

Issue date: 4/25/96

Updated: 4/13/23

Professional personnel employed by the District for less than three (3) consecutive successful years in the Duchesne County School District are provisional employees without expectation of continued employment beyond the end of the current contract term. A provisional employee is not employed for a succeeding contract term unless otherwise notified in writing by the Board or its authorized agent.

A provisional employee must work for the Duchesne County School District on at least a half-time basis for three consecutive years to obtain career status. An employee who obtains career status has an expectation of continuing employment. The Duchesne County School District may extend the provisional status of an employee for up to two consecutive years by giving notice of such an extension of provisional status at least 30 prior to the end of the current contract term.

Utah Code Ann. § 53G-11-503(1)(2018)

If an employee accepts a position that substantially differs from a position in which the employee achieved career status, the employee shall be a provisional employee for one year after change of positions.

Utah Code Ann. § 53G-11-503(2)

Not having an expectation of continued employment in a subsequent contract term, a provisional employee does not have a right to a hearing before the Board to complain of the failure of the Board to offer a subsequent contract. The Superintendent of schools and the Board of Education each have the discretion to extend the provisional status of any employee for up to two (2) years, making in the whole, five years of provisional status.

3.0310.05 *CONTINUING PROVISIONAL CONTRACT*

Issue Date: 9/12/96
Updated: 11/14/19

Any teacher employed by the District who is performing in the third year, or where permitted, a fourth or fifth consecutive year of service with the District under provisional contract, and who is elected to employment by the Board for the succeeding year, shall be notified in writing of the election to offer career educator continuing contract status, and such teacher shall within thirty days after such notification file with the Board written acceptance of the continuing contract. Failure of the teacher to accept the contract within such thirty-day period shall be considered a refusal on the part of the teacher to accept the contract.

Utah Code § 53A-10-102(1)

3.0310.06 *PROBATIONARY CONTRACT*

Issue Date: 9/12/96
Updated: 11/14/19

Any teacher who is employed by the school district who, under local school board policy, has been advised by the District that the teacher's performance as an educator is inadequate may be offered a probationary contract. The probationary contract shall be for one school year; at the end of the probationary period the employment of the teacher shall be terminated, placed on another year of probation, or the teacher shall be employed under a continuing contract. If the employee who is on probation or remediation is transferred to another assignment, the probationary status shall continue until all provisions of probation have been completed.

Utah Code Ann. § 53G-11-503(3)(2018)

3.0310.07 *VALID LICENSE*

Issue Date: 9/12/96
Updated: 11/14/19

An instructional employee who does not hold a valid license or letter of authorization shall not be paid for teaching or work done before the effective date of a valid license or letter of authorization.

Utah Code Ann. § 53E-6-103

3.0310.08 *REMUNERATION*

Issue Date: 9/12/96
Updated: 4/13/23

As consideration for the performance of services by the individual educator pursuant to the terms of this agreement and of his/her individual contract, the District agrees to pay to him/her the salary applicable to the category into which said educator falls pursuant to the salary schedule adopted as effective for the year of the employment by the District and the association. The educator's individual contract may be changed or rewritten if the information pursuant to the salary schedule is not filed or if it is found that information on file in the School District Office, used to compute the salary of his/her contract is in error or inaccurate.

Annual salary shall be payable in twelve (12) installments payable on or before the 20th day of each calendar month, beginning with September 20th, and continuing each month thereafter until fully paid.

Twelve (12) month employees will be paid on (or just before) the 20th of each month.

3.0310.09 *CONTRACTS*

Issue Date: 9/12/96
Updated: 9/5/25

1. The Board delegates to the Superintendent the responsibility of executing the adopted policies of the Board and holds him/her accountable for recommending the most competent personnel from available sources. All professional personnel in the District will be awarded contracts and employed upon the recommendation of the Superintendent and upon approval of the Board.

2. Contracts are by and between the teacher and the Board. No teacher is permitted to terminate a contract without the mutual consent of the Board. In the event the educator finds it necessary to be released from his/her contract, the board reserves the right to impose a financial penalty of $200.00.

3. Professional personnel shall file with the business administrator certification issued by the state of Utah and a transcript of college credits and arrange for authorization where needed. Such items must be on file prior to employment.

4. New personnel are employed on a probationary contract for a three (3) year period.

    a. When approved by the supervisory and administrative staff and the Board, they then may be employed for an extended period as provided by the Board.

b. See 3.0310.04 and 3.0310.05

5. A contract made between the Board and a teacher is binding on both parties, legally and ethically.

6. Request for release of contract should be submitted to the Superintendent and each case shall be considered on its own merit

7. Release requests should be submitted at least thirty (30) days prior to the date the teacher wishes to be released.

NON-CONTRACT, CLASSIFED EMPLOYMENT

3.0310.10 *STATUS UNDER CONTINUING EMPLOYMENT*

Issue Date: 9/12/96
Updated: 4/17/23

Unless a classified employee is otherwise notified in accordance with Board policy, the classified employee shall automatically be considered for the next year at the salary indicated by the applicable salary schedule. This Section does not affect the District's right to terminate any employee during the term for cause.

Utah Code Ann. § 53G-11-513

3.0310.11 *MINIMUM WAGE*

Issue Date: 9/12/96
Updated: 4/13/23

Employees not exempt under the Fair Labor Standards Act shall be paid at least minimum wage and receive compensation for overtime under the conditions specified in the Act. Education, including teaching, administration, and supervisory services, is a profession.

Utah Code Ann § 53E-6-802

PROFESSIONAL & CLASSIFIED PERSONNEL

3.0310.12 *TEMPORARY ASSIGNMENT*

Issue Date: 11/14/19
Updated: 4/13/23

An employee who is given an extra-duty assignment in addition to a primary assignment, such as e.g., coach or activity supervisor, is a temporary employee in such extra-duty assignments and shall not acquire career status beyond the primary status.

Utah Code Ann. § 53G-11-503(4)(2018)

3.0310.13 *NEGOTIATIONS*

Issue Date: 9/12/96
Updated: 11/14/19

The Board recognizes the importance of an orderly process to arrive at settlements with employee groups. The Board, therefore, accepts, as policy, the responsibility of conducting good faith negotiations with employee groups to the extent provided by Utah Law.

3.0311 SALARY GUIDELINES

3.0311.01 *RATES*

Issue Date: 11/14/19

All District personnel will be compensated at rates set by the Board of Education.

3.0311.02 *DOUBLE PAY*

Issue Date: 9/12/96
Updated: 4/13/23

The District prohibits any employee from receiving "double pay" while in the employ of Duchesne County School District during contract hours. This includes such activities as, but not limited to: per diem beyond expenses while working county, state and/or federal projects; gainful employment; chaperoning groups other than at school sponsored activities. Teachers substituting for other teachers on their preparation period, or hired to teach on their preparation period, is not considered double pay.

3.0311.03 *HOMEBOUND INSTRUCTION*

Issue Date: 9/12/96
Updated: 4/13/23

Compensation for teaching homebound or hospitalized students, (and mileage for those students who live more than two (2) miles from school), shall be paid according to rates/amounts established by the Board. All homebound projects must be cleared and approved in writing before they go into effect. The Superintendent's signature is required for approval of any project.

3.0311.04 *SUBSTITUTES*

Issue Date: 9/12/96
Updated: 11/14/19

Certificated Employees Substitutes: Whenever an individual substitutes for one teacher for ten (10) or more consecutive days, said individual will be paid an additional $10.00 per day, after the tenth (10th) consecutive day.

Classified/Support Personnel Substitutes: Whenever an individual substitutes for the same Classified/Support Services Employee for twenty (20) or more consecutive days, said individual will be paid at the beginning rate, from the Classified Employee Salary Schedule, of the person for

which s/he is substituting (Bus Driver, Custodian, etc.) instead of the regular substitute rate of pay. This is to be retroactive to the first substitute day once the 20th day has been worked.

CLASSIFIED PERSONNEL

3.0311.05 *MULTI-ASSIGNMENT POLICY*

Issue Date: 9/12/96
Updated: 3/9/23

It is the intent/purpose of the Board that classified employees be hired to work no more than eight (8) hours per day, forty (40) hours per week. Administrators, supervisors and directors are expected to consider this policy in budgeting and planning for the various programs or departments in the District and hire personnel accordingly.

3.0311.06 *OVERTIME POLICY*

Issue Date: 9/12/96
Updated: 11/14/19

A "non-exempt employee" is an employee who is entitled to over-time based upon the Fair Labor Standards Act (FLSA). Any overtime worked by employees of the District must be approved by the employee's immediate supervisor in writing. Overtime is discouraged except in cases of emergency. Unapproved overtime is not allowed and employees working unauthorized overtime will be subject to disciplinary action.

All supervisory personnel are to insure that non-exempt employees do not work (as defined in the Federal Labor Standards Act (FLSA)) "suffered or permitted to work" extra time; also, to insure that employees are not reporting contracted time to the District while maintaining a separate accounting of unapproved extra time worked.

3.0311.07 *COMPENSATORY TIME*

Issue Date: 9/12/96
Updated: 11/14/19

The employee shall take compensatory time in lieu of overtime pay. If the employee works over forty (40) hours s/he will be granted time and one half compensatory time.

The employee's immediate supervisor must approve compensatory time; also, compensatory time must be taken within one (1) month from the time the overtime was worked.

All overtime worked must be specifically assigned in advance by an employee's supervisor. (The only exceptions allowed are in bona fide emergency situations when overtime is unavoidable and supervisors cannot be contacted for approval.) It is the District's policy to discourage the use of overtime and to keep overtime to the barest minimum commensurate with the District's best interests. Supervisory personnel should organize their department workloads to minimize overtime.

Compensation:

1. For non-exempt employees covered under the overtime provisions of the FLSA, overtime will be compensated by allowing compensatory time off at the rate of time and one-half (for example, 1.50 hours of comp time for every overtime hour worked).

    a. employees will not be allowed to accrue more than 40 hours of compensatory time.

    b. In exceptional circumstances when the working of substantial amounts of overtime cannot be avoided, the superintendent may approve payment for overtime at the rate of time and one-half the regular rate of pay.

No overtime compensation will be granted to any contractual employee, including administrators and other supervisory and professional employees exempted from FLSA overtime coverage.

PROFESSIONAL PERSONNEL

3.0311.08 *PRIOR EXPERIENCE*

Issue Date: 9/12/96
Updated: 11/14/19

Teachers new to the District who furnish written verification of teaching experience in other public or private schools will be granted no more than five (5) years on the steps of the salary schedule, except in the following conditions:

1. Teachers new to the District who were previously employed in the Uintah County School District will be granted all their prior years of experience.

2. The Superintendent may grant an additional five (5) steps based on prior experience.

Verification of years of experience must be sent to the District Office on or before the first payroll date of the current school year.

3.0311.09 *TEACHING HOURS*

Issue Date: 11/14/19
Updated: 4/13/23

Teachers must make themselves available beyond regular hours for events such as faculty meetings, parent-teacher conferences, special meetings called by the principal or the superintendent, and other duties as assigned by administration. Administrators shall not place an unreasonable burden on any employee, nor schedule an undue amount of such functions for the staff. Unless otherwise directed by the Principal/Supervisor, certificated personnel shall be at school at least thirty (30) minutes before school begins and shall remain at school at least thirty (30) minutes after school is dismissed to assist with the supervision of students and other duties as needed.

3.0311.10 *LANE CHANGES*

Issue Date: 04/03/03
Updated: 12/07/23

1. The following items will be accepted for educators desiring to move from one lane to another on the District salary schedule: College credit; Utah State Office of Education professional

development credits, and District professional development credits, which have been pre-approved; and National Board Certification credits. The following two options are approved by the district for lane changes.

a. Lane changes may occur from college credits exclusively.

b. Lane changes may occur from a combination of college credits and the other types of credits, as listed above. At-least half of the credits must come from college courses.

2. Semester hours on the salary schedule will be honored after an educator has been awarded a Bachelor's Degree and has received a teaching license, Associate or Professional, from the Utah State Board of Education or equivalent agency or institution of another state. All other semester hours may only be applied toward a lane change if they were earned after the date the teaching license, Associate or Professional, was received, with the following exception:

   a. Credits earned from DCSD Induction and/or LETRS courses may be held in reserve to be counted toward lane changes after a professional teaching license has been awarded.

3. Utah State Office of Education professional development credits, and District professional development credits, which have been pre-approved, and National Board Certification credits may impact changes from Teaching License (BS) to BS +20, BS.+20 to BS +37, M.S. to M.S. +30 and M.S. 30 to M.S.+50. The number of hours attended in professional development, USBE credit, or district approved credit, will determine the amount of credit received toward a lane change. Fifteen (15) clock hours of in-service are equivalent to one (1) college semester hour. In-service credit must be authorized in subject areas where the District, school or teacher has needs. The requirements to be met to obtain the credit shall be set forth as the in-service work is authorized. (Proper signatures, documentation, type of workshop, etc.) Present salary schedule lane changes are based on semester hours. One (1) semester hour equates to 1.5-quarter hours.

4. Employees with previous experience in another school district must provide documentary evidence of credits beyond a Bachelor's or Master's Degree to qualify for a specific lane within the policies of Duchesne County School District. The District lane change committee will review the documentation on an individual basis and determine the appropriate lane.

5. Educators must notify the Superintendent's office of their intent to change lanes on the proper forms that are distributed in the spring and by the date indicated on the form. Lane changes will be made when the educator furnishes the District with a transcript of credits or other written proof that the credits have been earned. All proof of credit must be submitted by the date indicated on the yearly calendar.

6. The District lane change committee will review all lane change requests.

3.0320 EMPLOYMENT: EMPLOYEE TRANSFERS

3.0320.01 *ADMINISTRATIVE POLICY*

Issue Date: 9/12/96
Updated: 11/14/19

It is the policy of the Administration to assign personnel to the positions that best meet the need of the District. Transfers may be made within the sole discretion of the Superintendent of Schools to maintain a proper balance of experience and specialized competence among the schools of the

District. When circumstances make it necessary to transfer employees involuntarily or reduce staff, orderly procedures are to be implemented.

3.0320.02 *VOLUNTARY TRANSFERS*

Issue Date: 9/12/96
Updated: 11/14/19

1. The District will identify and advertise all known vacancies. Vacancies will be announced in the school where the vacancy occurs first. If no one within the school asks to transfer to the vacant position, the vacancy will then be opened to all applicants.

2. All vacancies shall be advertised to current employees, and employees will make transfer requests according to the following guidelines:

    a. Known vacancies will be posted for all current employees to consider by email to staff@dcsd.org. Job openings will be published in the local newspaper and on the District web site, and a copy sent to each school site.

    b. A letter requesting transfer and a resume giving evidence of appropriate endorsements and requested skill requirements should be submitted to the District not later than five (5) school days following the email postings. All transfer requests, whether approved or not, will be answered in writing. After an employee has submitted one transfer letter and resume, requests for transfer to another specific opening can be accomplished by calling the Assistant Superintendent over that school no later than five (5) school days following the email postings. Information from the first transfer request will be forwarded to other schools upon the request of the employee.

    c. Using a common set of criteria such as personnel files, requested qualifications, experience, etc., Principals will review all letters of request for transfer and select the candidates to be interviewed. First consideration shall be given to applicants who are currently employed by the district. If a choice must be made among applicants currently employed by the district who have been determined by the Principal to be equally well qualified for the position, the employee with the greatest length of continuous and current contract services in the district shall be appointed. When possible, notification of the new assignment will be made before the end of the current school year.

3.0320.03 *STAFF ASSIGNMENTS AND INVOLUNTARY TRANSFERS*

Issue Date: 6/13/13
Updated: 11/14/19

Involuntary transfers of personnel within the Duchesne County School District (transfers from one school to another) may be made by the Superintendent and at the Superintendent's discretion as long as the employees are properly licensed or qualified for the new assignment.

Principals may assign teachers within their buildings to teach any class or subject for which the individual teacher is properly licensed. Administrative personnel serve at the direction of the Board. The Board of Education may assign administrative personnel to different buildings or administrative positions within the Duchesne County School District without cause. At the discretion of the Board such changes in assignment may be made at any time.

3.0330 CONTRACT AND NONCONTRACT EMPLOYMENT: IMPLIED CONTRACT RIGHTS

3.0330.01 *IMPLIED CONTRACT RIGHTS*

Issue Date: 4/10/97
Updated: 11/14/19

Nothing in these policies may be construed to grant any implied contract rights beyond those contract rights expressly provided for in these policies or by state statute. No employee shall have an expectation of continued employment beyond the immediate school year unless expressly stated otherwise in these policies or in state law. All employees not expressly granted an expectation of employment with the school district will be classified as at-will employees.

3.0400 COMPENSATION AND BENEFITS

3.0400.01 *GUIDELINES FOR TAX-SHELTERED ANNUITIES, CAFETERIA PLANS (FLEX ACCOUNTS)*

Issue Date: 9/12/96

Through the District's payroll deduction plan, certain other annuity and other investment programs are available for employee participation. The District does not endorse and 403B plans but will withhold funds for those employees who request that service.

Guidelines for a tax-sheltered annuity and/or 401K program:

1. Insurance companies will be responsible for making their own arrangements for the meetings with potential members within the District. These meetings may not be held during regular school hours. Companies wishing to distribute information related to their programs may contact the Business Office and arrange to have a limited amount of printed information distributed by the District once each year.

2. A minimum of twenty (20) full time District employees must be enrolled by a company before it can apply for payroll deductions. (This rule also applies to Credit Unions and other voluntary deductions.) An insurance company is to be interpreted as one individual company and not a number of companies represented by one agency.

3. A minimum deduction of $25.00 per month is required from each participating tax-sheltered annuity member. Payroll deductions will only be made on a twelve (12) month basis.

4. In accordance with IRS Guidelines, employees may only make one (1) change in an annuity contract during any calendar year.

5. Once each five (5) years (beginning with the calendar year 1997), each tax-sheltered deduction will be reviewed and those which have dropped below the required twenty (20) deductions will no longer be able to participate in payroll deduction unless steps are taken to bring the number of employees up to the minimum. When participation drops below the required level, the employees and companies will be notified at the beginning of the review year that discontinuation is a possibility

6. Any written material referring to the District (or member employees) must not be used without express approval from the District Business Administration. Organizations must agree

not to issue statements or provide materials that imply that their programs are endorsed by the District

7. The District shall maintain deduction slots for no more than twelve (12) annuity programs in any contract year. New companies wishing to offer an additional annuity opportunity, should a slot become available, will be placed on a waiting list maintained by the Business Office. As openings occur, the District Benefits Committee will meet with potential company representatives in the spring to select a new company based on criteria developed by the Benefits Committee. Representatives shall have a copy of the criteria and will make a presentation to the Benefits Committee. Only companies approved by the Benefits Committee will be recommended to the Board for approval to start deductions with the September 20 payroll. The selected companies will then have until September 1 of the year in which they are selected to enroll the required twenty (20) employees.

8. All companies requesting payroll deductions by the Duchesne County School District must type the following agreement language in its entirety on their own business stationery, have an authorized organization officer sign the agreement, and return it to the District Business Administrator: We acknowledge receipt of a copy of the Duchesne County School District TSA guidelines. We agree and undertake to comply with the guidelines and hereby certify that we are in compliance.

We further undertake and agree to hold the District and any employee harmless from any claim, demand, damages, cost of litigation, penalties, tax (of any nature, including any claim from any party without limitation, Internal Revenue Service or any other governmental authority), or in any manner arising out of or by reason of the purchase by employees of tax deferred programs offered by our organization.

_____	_____
(Organization Name)	(Signature of Authorized Officer)
_____	_____
(Address)	(Name & Title – Please Print)
_____	_____
(Date)	(City, State, Zip)

The District shall have only one approved Cafeteria (Flex Spending) Program as recommended by the District Benefits Committee and approved by the Board. The approved programs shall continue until both associations petition the board for a change. At such a time a change will be considered and recommended by the District Benefits Committee as heretofore outlined.

The Board reserves the right to discontinue receiving new applications from any insurance company that the Board deems guilty of unethical practice.

3.0410 SICK LEAVE BANK POLICY

3.0410.01 *SICK LEAVE BANK POLICY*

Issue Date: 9/12/96
Updated: 11/14/19

The intent of the sick leave bank is to provide a bridge of the elimination period for long-term disability and to provide an employee additional sick leave when a catastrophic illness or disability occurs that requires extended hospitalization/ treatment or home confinement of the employee. An employee expecting to be disabled longer than the elimination period for long-term disability shall file a long-term disability claim as soon as possible. Sick leave bank days shall not be used to extend the elimination period.

Employees who wish to join the sick leave bank will contribute two days sick leave in their first year membership and one (1) day the second year. The bank will accumulate 1,000 days. No more days will be added to the bank until the bank is depleted to 500 days, except for those days donated by new members. If the bank is depleted to 500 days, all members will donate one (1) day per year until the bank is back to 1,000 days. New employees who wish to join the sick leave bank must do so within fifteen (15) days of their beginning date of employment. Open enrollment for any new employee will be fifteen (15) days after that individual is employed. Each employee will be requested to sign a form either accepting or rejecting membership in the sick leave bank within their first fifteen (15) working days after the beginning of the employees' contract. Dropping of membership will not entitle the employee to previously donated days.

All accrued leave (sick, personal, vacation) must be used before the school employee is eligible to receive the days from the bank. Cancellation from the bank by a member must be received in writing by the Superintendent no later than September 15. Contributions to the sick leave bank are not refundable.

A request for using sick leave from the bank must be submitted on the proper form to the sick leave bank committee. Maximum withdrawal from the bank is the lesser of sixty (60) workdays per year or sixty (60) workdays per long-term disability claim, to be reviewed each fifteen (15) days. Teachers who expect to return to work, continue to provide lesson plans for a substitute, and do not need all sixty days for the elimination period, may use remaining sick bank days to supplement disability for 20% of their wages. Additional days must be requested by submitting a new application to the sick leave bank committee.

An employee who withdraws sick leave from the bank will not be required to pay back those days except as a regular contributing member to the bank.

The sick bank committee shall be the benefits committee. The sick bank committee will consider granting leave based upon a doctor's verification of illness or injury. The sick bank committee may, in their discretion, ask a member requesting and/or receiving benefits to provide the committee with verification from a physician on the District's approved health plan, as to proof of catastrophic illness or disability. The committee will determine that the employee is in a catastrophic situation and whether the individual has committed any violations of the sick leave policy.

A majority vote of the members of the Sick Bank committee is necessary to approve an application for benefits.

All applicable sections will be pro-rated for part-time employees.

Should it be determined that a member is drawing sick bank days fraudulently, he/she shall be required to repay all fraudulently obtained funds and membership from the sick bank shall be

terminated. After a period of three (3) years, the committee may approve readmission to the sick bank for an employee who obtained days from the sick bank fraudulently.

Employees applying for days from the sick bank due to a work-related injury must complete a Worker's Compensation application and will not be able to draw days from the sick bank. Employees receiving benefits must be under the continual care of a physician and/or psychiatrist.

3.0411 LEAVES AND ABSENCES: CONTRACTED PERSONNEL

3.0411.01 *LEAVE POLICY*

Issue Date: 11/14/96
Updated: 11/14/19

It is the professional responsibility of every contracted employee to use leave only for the purpose intended. Any proven misuse thereof would be considered unethical, unprofessional, in violation of the employee's contract and would constitute reason for deduction in pay at the daily rate of earnings for each of the days involved. Misuse could also constitute reason for and possible adverse employment action on the first or any succeeding violations. The employee shall (as the Board may require) furnish evidence for the necessity of being absent.

It is the professional responsibility of educators to follow administrator directions and continue to serve students through such actions as: providing lesson plans, maintaining grades, and giving educational feedback to students, etc. while on any type of leave.

3.0411.02 *SICK LEAVE/ POSTPARTUM, PARENTAL & BEREAVEMENT LEAVE*

Issue Date: 9/12/96
Updated: 6/5/25

All benefited employees will receive 1.1 sick days per month until a maximum of ninety (90) days has been accumulated. Benefited employees who have more than ninety (90) days of unused/accumulated sick leave will be paid at the rate of substitute pay for each day of unused sick leave over ninety (90). The number of days to be paid will be determined three (3) weeks after the end of the current school year. Benefited employees who terminate employment with the District will not be paid for unused sick leave under any circumstance except upon retirement in the Utah State Retirement System, and after completing six (6) years within the District. Under these conditions an employee will receive one hundred percent (100%) of his/her unused sick leave as severance pay at the rate of substitute pay.

Benefited employees who leave the district without retiring, will have their sick days reinstated, in full, if they resume benefited employment with the district within 5 years of leaving.

SICK LEAVE

Employees are permitted to use sick leave for:

1. Personal illness
2. For emergency situations involving the employee's spouse, children, parents, or parents-in-law for the following reasons:
    a. Hospitalization

b. Serious illness

c. Medical treatment

d. Legal commitment (other than jury duty or guard duty) i.e. subpoenaed to court.

POSTPARTUM LEAVE

Postpartum Leave is to be used for the mother's recovery and begins at the birth of the child.

1. Employees who qualify for paid leave benefits, and who are members of the Sick Leave Bank, qualify for up to three (3) consecutive calendar weeks of paid Postpartum Leave and three (3) calendar weeks of Parental Leave.

2. Postpartum Leave begins on the date of the child's birth unless a health care provider certifies that it is medically necessary to begin the leave earlier. The Postpartum Leave must be used in a single continuous period unless prior written authorization otherwise is given by the Superintendent or the human resources director.

3. Paid Postpartum Leave is available only for contract work days listed on the employee's work calendar, following the birth of the child. Other District leave options, both paid and unpaid, may also be used for additional leave for the mother's recovery; i.e. Sick Leave, Personal Leave, or FMLA (non-paid leave).

4. Postpartum Leave runs concurrently with FMLA.

5. To access Postpartum Leave:

    - Benefited employees must be a member of the Sick Leave Bank.

    - Postpartum Leave and Parental Leave can be used consecutively if the mother chooses, providing six consecutive calendar weeks of leave. Postpartum Leave and/or Parental Leave allowance is not increased if more than one child is born from the same pregnancy.

Utah Code § 53G-11-209(2)(a), (c), (4) (2024)
Utah Code § 63A-17-511(2)(a)(i), (3) (2024)

6. The amount of Postpartum Leave for eligible employees who are part-time is the prorated amount reflecting the amount by which the employee works less than full-time. This leave is additional to and is not charged against any other type of paid leave the employee has.

Utah Code § 53G-11-209(2)(a), (c), (4) (2024)
Utah Code § 63A-17-511(2)(a)(ii), (4) (2024)

PARENTAL LEAVE

"Parental Leave" means leave hours provided to an employee who is eligible for parental leave.

Utah Code § 53G-11-209(1)(b) (2024)

A "Parental Leave eligible employee" means an employee who accrues paid leave in accordance with District leave policies who is (a) a birth parent, (b) legally adopting a minor child (except when the employee's spouse is the child's pre-existing parent), (c) the intended parent of a child born under a validated gestational agreement under Utah Code Title 78B Chapter 15, Part 8, or (d) appointed the legal guardian of a minor child or an incapacitated adult.

Utah Code § 53G-11-209(1)(c) (2024)

An eligible employee who is full-time may take up to 3 work weeks of paid Parental Leave in a 12-month period, regardless of whether during that 12-month period the parental leave eligible employee: becomes the parent of more than one child; adopts more than one child; has more than one foster child placed in the parental leave eligible employee's care; or is appointed legal guardian of more than one child or incapacitated adult.

Parental Leave is additional to and is not charged against any other type of paid leave the employee has. The leave cannot be taken before the date of the event making the employee eligible for the leave and must be taken within 6 months following the date of the qualifying event. The leave may not be used on an intermittent basis unless the District and the employee mutually agree in writing to intermittent use or unless a health care provider certifies that intermittent leave is medically necessary due to a serious medical condition of the child to whom the leave relates. This leave runs concurrently with FMLA leave. The leave allowance is not increased if more than one child is born from the same pregnancy, more than one child is adopted, or the employee is appointed as the guardian of more than one child or incapacitated adult.

The amount of Parental Leave for eligible employees who are part-time is the prorated amount reflecting the amount by which the employee works less than full-time.

Utah Code § 53G-11-209(2)(a), (c), (4) (2024)
Utah Code § 63A-17-511(2)(a)(i), (3) (2024)

An eligible employee shall give the District at least 30 days' notice before the date the employee plans to begin using parental leave unless circumstances beyond the employee's control prevent giving the notice. In that case, the employee shall give the notice as soon as reasonably practicable.

Utah Code § 63A-17-511(5) (2024)

Notice of Leave Benefits—

The District shall provide written notice to all employees regarding a qualified employee's right to use postpartum recovery leave and parental leave.

Utah Code § 53G-11-209(2)(d) (2024)

BEREAVEMENT LEAVE

Employees who qualify for paid leave benefits receive released time with pay for bereavement in the case of the death of a family member.

1. Employees who qualify for paid leave benefits shall be granted, for funeral and related issues, up to five (5) days absence without pay deduction in the event of the death of a spouse, parent/step-parent, or child and any other child who is being or was parented by the employee and resides or resided in the home.

2. Employees shall be granted, for funeral and related issues, up to three (3) days of absence without pay deduction in the event of the death of the employee's spouse's parent/step-parents or the employee's or spouse's grandchild, brother, sister, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, or other person residing in the employee's home.

3. Bereavement Leave is provided only for the death of individuals listed under items 1 and 2. Employees who need to miss work because of the death of an individual not covered in this policy, or needing additional bereavement days, should refer to the other leave provisions of this policy.

3.0411.03 *FAMILY LEAVE*

Issue Date: 9/12/96
Updated: 11/14/19

The District will allow leave for eligible employees as defined in the Family Medical Leave Act (FMLA) of 1993.

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

3.0411.04 *REASONS FOR TAKING FAMILY LEAVE*

Issue Date: 9/12/96
Updated: 11/14/19

Unpaid leave must be granted for any of the following reasons:

1. To care for the employee's child after birth, or placement for adoption or foster care, to care for the employee's spouse, son or daughter, or parent, who has serious health condition

2. For a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

3.0411.05 *ADVANCE NOTICE MEDICAL CERTIFICATION*

Issue Date: 9/12/96
Updated: 11/14/19

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable".

An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

3.0411.06 *JOB BENEFITS AND PROTECTION*

Issue Date: 9/12/96
Updated: 11/14/19

1. For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."

2. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

3. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

3.0411.07 *UNLAWFUL ACTS BY EMPLOYERS*

Issue Date: 9/12/96
Updated: 11/14/19

FMLA makes it unlawful for any employer to:

1. Interfere with, restrain, or deny the exercise of any right provided under FMLA

2. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA

3.0411.08 *ENFORCEMENT*

Issue Date: 9/12/96
Updated: 11/14/19

1. The U.S. Department of Labor is authorized to investigate and resolve complaints of violation.

An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

3.0411.09 *ADDITIONAL INFORMATION*

Issue Date: 9/12/96
Updated: 11/14/19

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

3.0411.10 *PERSONAL LEAVE*

Issue Date: 9/12/96
Updated: 10/3/24

An employee is allowed up to three (3) days personal leave, the first two (2) days at no deduct and the balance at substitute deduct (at lowest level substitute rate). When personal leave is used, it is not subtracted from the ten (10) day annual sick leave allotment. If the no-deduct days are not used during the year, they are paid at the end of the school year at substitute rate.

Although personal leave is not accumulative, two days of personal leave, if not taken, may be carried forward to the next school year. Each employee is limited to a maximum of five (5) days personal leave per year. Employees with 15 years in the District are allowed three (3) of these five at no deduct; those with 20 years are allowed up to five at no deduct if carried forward.

Personal leave cannot be taken during the first or last week of school, except in cases of extreme emergency. They must also be approved by the principal/supervisor.

Personal leave cannot be taken the day before or after a school break/holiday, unless it is pre-approved by the principal or supervisor. No more than ten percent (10%), or next whole number, of a school's teaching staff, may use personal leave before or after a school break/holiday.

3.0411.11 *PROFESSIONAL LEAVE*

Issue Date: 9/12/96
Updated: 10/3/24

Professional leave is granted only when approved by the principal/supervisor for in-state travel and approved by the Board for out-of-state travel.

Examples of professional leave may include:

1. Attendance at professional conferences on school, district, state or national levels.
2. Visitation of model schools.
3. Evaluation team participation.
4. Special workshops or clinics as specified by the principal after proper clearance by the district and/or board.
5. Coaching/extra-curricular duties as assigned and approved by the principals

3.0411.12 *MILITARY LEAVE*

Issue Date: 9/12/96
Updated: 11/14/19

Employees who are members of Reserve Units of the United State Army, Navy, Air Force or Marines are allowed full pay for time spent at annual camps, rifle competition or other duties connected with training/instruction requirements, which may not exceed fifteen (15) days annually. This leave is in addition to all other appropriate leave.

3.0411.13 *LEAVE OF ABSENCE*

Issue Date: 9/12/96
Updated: 11/14/19

Employees with at least three (3) years continuous employment in the District, immediately preceding leave request, may apply to the Board for a leave of absence from their present position for a period of time not to exceed one (1) year.

Upon returning to employment said employees must notify the District of their intentions in writing, by March 15, prior to the school year that they are planning to return as an employee for the District.

The District will guarantee employment of said person as near to the previous employment position as possible and at no reduction in pay, hours or benefits.

3.0411.14 *PART TIME EMPLOYEES*

Issue Date: 9/12/96
Updated: 11/14/19

Less than full time employees accumulate sick leave proportionate to the number of hours they work daily.

3.0411.15 *SABBATICAL LEAVE PROGRAM FOR CERTIFICATED EMPLOYEES*

Issue Date: 9/12/96
Updated: 11/14/19

Designated to reward professional performance and encourage independent research and achievements, the Board adopts the policy of sabbatical leave for teachers to be granted for approved scholarly work programs (carried on in an academic institution) subject to the following conditions:

1. In any year, at least one (1) member of the professional staff will be given the opportunity for sabbatical leave. The Board has final approval of who may take such leave and limit the number of applicants.

2. Request for sabbatical leave must be received by the Superintendent in writing no later than February 1st of the year proceeding the school year in which the leave is requested. Notification of acceptance or denial of leave request shall be made to the applicant by March 15.

3. The teacher applicant must have completed three (3) consecutive full school years of service in the District.

4. Persons receiving sabbatical leave must return to the District for at least three (3) years following the leave or may be required to reimburse the District for the total amount received from the leave together with interest at the current rate. Students will not take less than the minimum courses recommended by their advisors. The registrant shall assume responsibility for having this verified by the Registrar to the District.

5. Upon returning to the District, the teacher's salary schedule shall be determined by:

    a. Their level of experience preceding sabbatical leave.

    b. The total hours accumulated upon completion of sabbatical leave program.

3.0411.16 *PRINCIPAL REVIEW*

Issue Date: 9/12/96
Updated: 2/6/25

The principal shall review the leave policy with the entire staff annually. It is an administrative responsibility to see that the policy is followed and exceptions shall not be made for certain individuals.

Educators shall plan their work and provide lesson plans so that their work will progress normally whenever they themselves must be absent from school.

3.0411.17 *VACATION LEAVE*

Issue Date: 9/12/96
Updated 11/14/19

Employees who are contracted for 260 days (8 hours per day) are eligible for vacation leave, which includes fifteen (15) paid holidays annually. New employees accrue 1 day per month, those who have been with Duchesne School District for five (5) years, accumulative, will accrue 1.25 days per month. At the start of the sixteenth (16th) year the rate shall be 1.5 days per month, at the start of the twenty first (21st) year the accumulation shall be 1.75 days per month, and at the start

of the twenty sixth (26th) year the rate shall be 2 days per month. Days accumulated in excess of 18 months of the monthly accruals are forfeited.

An employee shall request leave on the appropriate form and the request must be signed and approved by the employee's supervisor and by the administrator before the leave is taken.

An employee shall be employed three (3) months before using any leave from his/her account. Unless approved by the employee's supervisor, he/she cannot use more than ten (10) days at a given time.

If a paid holiday falls within the annual leave period, it is treated as a holiday and not charged against annual leave. At the time of termination, or retirement, unused vacation time will be paid to the employee according to his/her final rate of pay.

No leave may be taken one (1) week prior to the beginning of the school year or one (1) week after the end of the school year except in the case of an emergency and with immediate supervisor approval.

3.0411.18 *EMPLOYEE ASSOCIATIONS AND LEAVE*

Issue Date: 6/13/02
Updated: 5/12/22

Definitions

Employment Association

Is an association that negotiates employee salaries, benefits, contracts, or other conditions of employment or performs union duties.

Association Leave

Is leave from a District employee's regular responsibilities granted for the employee to spend time for association, employee association, or union duties.

No employee shall be given approval for release from his/her duties for activities unless the release is requested in advance in writing by the employee and approved in writing by the Board or designee. All duties performed by employees on paid employee agent leave must directly benefit the District.

Prohibited Paid Leave

The District may not allow paid association leave for an employee to perform employee association or union duties, unless:

1. The duty performed by the employee on paid association leave will directly benefit the school district, including representing the District's licensed educators; and does not:

    a. include political activity including advocating for or against a candidate for public office in a partisan or nonpartisan election;

    b. solicit a contribution for a political action committee, a political issues committee, a political party, or a candidate as defined by Utah Code § 20A-11-101; or

    c. initiate, draft, solicit signatures for or advocate for or against a ballot proposition as defined by Utah Code § 20A-1-102.

On a board or committee, such as the District's foundation, a curriculum development board, insurance committee, or catastrophic leave committee;

At a school district leadership meeting; or D. At a workshop or meeting conducted by the District's Board of Education.

District Reimbursement

An employee taking association leave that does not qualify as an exception as stated above, shall reimburse to the District, the costs, including benefits, for the time he/she is:

1. On unpaid association leave; or

Participating in a paid association leave activity that does not provide a direct benefit to the District.

Reimbursement may be paid to the District by the employee, association or union.

Paid Association Leave

If the District allows for paid association leave it shall:

1. Ensure the duties performed by employees on association leave directly benefit the District;
2. Document the use and approval of paid administration leave;
3. Directly supervise employees on paid association leave;
4. Account for the costs and expenses of paid association leave;
5. Ensure that during the time of paid association leave the employee does not engage in political activity, including:
    a. Advocating for or against a candidate for public office in a partisan or nonpartisan election;
    b. Soliciting a contribution for a political action committee, a political issues committee, a political party, or a candidate as defined in *Utah Code § 20A-11-101*; and
    c. Initiating, drafting, soliciting signatures for, or advocating for or against a ballot proposition, as defined in *Utah Code § 20A-1-102*.

Willful violation of this policy will be subject to disciplinary action as a violation of District policy and state law as provided for in Policy DHA.

Utah Code § 53G-11-206 (2018)

3.0411.19 *JURY DUTY LEAVE*

Issue Date: 12/12/19

Licensed personnel and classified employees working six hours or more per day or 30 hours or more per week who are absent because of jury duty shall receive full pay. Stipends beyond per diem must be returned to the district. Part-time classified employees working less than six hours per day or 30 hours per week are not eligible to be paid for jury duty leave.

3.0420 COMPENSATION AND BENEFITS: RETIREMENT

3.0420.01 *RETIREMENT PROGRAMS*

Issue Date: 9/12/96
Updated: 11/14/19

Regular full-time employees who are employed an average of twenty (20) hours or more per week and who receive benefits provided by the District are, by virtue of their employment, members of the pension plan established by the State Legislature and administered by the Utah State Retirement Board.

Utah Code § 49-2-103
Utah Code § 49-2-203

3.0420.02 *SOCIAL SECURITY*

Issue Date: 9/12/96
Updated: 11/14/19

Every District employee is also covered by the Federal Social Security System.

3.0420.03 *GUIDELINES FOR ADMINISTRATION OF RETIREMENT POLICY*

Issue Date: 9/12/96
Updated: 11/14/19

The accounting department shall notify employees of their approaching retirement before the issuance of the contract covering their last year of service. This notification shall state that it is the expectation of the Board that they be retired at the end of the designated contract year.

District employees qualifying for the early retirement provisions of the Utah State Retirement Act, upon appropriate notification of the District, shall be allowed to retire at the end of the year covered by the contract.

A request for early retirement may be initiated by the employee or by the Administration.

The accounting department shall provide assistance to retiring District employees in making written application for retirement benefits to the retirement office.

Educators who terminate within the first six (6) years of employment will not be paid for unused sick leave under any circumstances. Upon retirement from the Utah State Retirement System, after completing six years or more with the District, an educator will receive one hundred percent (100%) of his/her unused leave as severance pay at the rate of substitute teacher's pay.

3.0420.04 *EARLY RETIREMENT INCENTIVES*

Issue Date: 11/14/96
Updated: 11/14/19

As reward for faithful, honorable and professional services any contract employee of the Duchesne County School District who has attained the age of sixty-one (61), sixty-two (62), sixty-three (63),

or sixty-four (64) by September 1, or has twenty-five (25) years professional experience, and desires to retire early, will be allowed the following benefits:

1. The retiree will receive fifty percent (50%) of the difference between Step three (3) of the retiree's salary schedule (Step Three (3) Lane One for Teachers) and the Step (Step and Lane for Teachers) that they are on during the year that they qualify for early retirement. Early retirement entitlements will be paid until age sixty-five (65) for those retiring at age sixty-one (61), sixty-two (62), sixty-three (63), or sixty-four (64) years of age or not to exceed four (4) years.

2. Whenever a person retires during the contract year, his/her entitlement will be paid monthly commencing the month following the actual retirement date for the remainder of that contract year.

3. Those retiring at the end of the contract year will receive their entitlement commencing September 20th.

4. All payments will terminate upon the death of the retiree if death should occur at any point between actual early retirement and the end of the entitlement.

5. Eligibility is restricted to those professionals with a minimum ten (10) years of service with the District and who have reached age sixty-one (61), except those professionals with ten (10) years District experience under age sixty-one (61) who retire under the provision of the State Employee Retirement Act.

6. Employees with twenty-five (25) years of experience shall receive the benefits outlined in section 1 for the next consecutive four (4) year period.

7. The Board shall allow the early retiree to keep his/her group insurance in force at the time of retirement until age sixty-five (65) is reached, by paying the group premium to the District; this coverage is optional to the retiree and the fifty percent (50%) differential can be applied to this premium cost, first, but not to exceed the cost of a couple's coverage. The cost of the coverage will come out of the retiree's early incentive pay. This coverage is optional with the retiree. Educators who retire prior to age sixty-one (61) shall have the option to pay the group premium.

8. The purpose of this program is to help those who may desire to leave the profession earlier than age sixty-five (65). It is not intended nor can it be used in any way to become a cost factor to the District or for the retiree to receive more than fifty percent (50%) of the difference in item one (1) in benefits or salary differential.

9. Employees who otherwise would qualify for benefits under this policy but are involved in adverse employment action are not eligible to apply for benefits under early retirement incentives. Adverse employment includes but is not limited to: remediation, probation, under investigation, suspension, termination proceedings, or termination.

10. Licensed employees requesting early retirement must notify the district in writing by March 1 of their intent to retire at the close of the current school year.

3.0421 REEMPLOYMENT OF RETIRED EMPLOYEES

3.0421.01 *GUIDELINES*

Issue Date: 9/12/96

1. If any state or District employee retires and is later employed in the District, the District Personnel Director shall immediately notify the executive director of the state Retirement Board.

§ 49-1-505(1) (a) (i)

An employee who is reinstated as an active member of the retirement plan shall be credited with service credits standing to the employee's account at the time of first retirement and from that time shall be treated as a member of the retirement plan in all respects, including accrual of additional service credits but subject to recalculation of the retirement allowance.

If a previously retired District employee is reemployed on a part-time basis, twenty (20) hours or less for purposes of retirement credit, then that employee may earn, without penalty, compensation from that employment which is not in excess of the exempt earnings permitted by Social Security.

§ 49-1-505(1) (b) (i)

If an employee receives compensation in the calendar year in excess of the Social Security limitation, then twenty-five percent (25%) of the retirement allowance shall be suspended during the remainder of the calendar year.

The District personnel director shall maintain an accurate record of gross earnings in employment after the retirement of all reemployed employees shall report earnings on a monthly basis to the retirement office, shall notify the executive director of the State Retirement Board in writing of any post-retirement earnings and whether those earnings equal or exceed the exempt earnings.

§ 49-1-515(2)

Any employee, who has been reinstated to active service after a prior retirement and then retires, shall have retirement allowances calculated on the following:

a. The formula in effect at the date of the member's original retirement for all services prior to that date; and

b. The formula in effect at the date of the subsequent retirement for all the services rendered between the first and the subsequent retirements dates.

§ 49-1-505(3)

An employee who has retired from a state position other than the District and who returns to work at the District, may not accrue any additional service credit unless the retirement allowance is cancelled.

An employee who has retired from the District and whom returns to work at the District will return as a "Provisional Employee" as defined in section 3.0320, "Provisional Employee".

3.0422 PURCHASE OF EARLY RETIREMENT CREDITS

3.0422.01 *STAFF RETIREMENT CREDIT PURCHASE*
Issue Date: 9/12/96

The District will allow any employee to purchase additional retirement credit in conformity with the provisions of Senate Bill 34 passed in the 1995 Legislative Session and in conformity with the rules and policies of the Utah State Retirement Office.

The District will not budget or appropriate funds to make such purchases on behalf of the employees. However, employees may apply any compensation which is due to the employees as of the date of retirement to the purchase. Examples of compensation which may due or applicable to the employee as of the date of retirement are payment for early retirement benefits, accumulated but unused sick leave and payment for accumulated but unused vacation.

UAC § 49-3-410

3.0430 HEALTH INSURANCE BENEFITS

3.0430.01 *HEALTH INSURANCE*

Issue Date: 9/12/96
Updated: 11/14/19

All employees who work forty (40) hours per week or more during the contract school year shall be entitled to health insurance benefits paid by the District as determined by the Board.

For purposes of reserving scarce District funds where a husband and wife are both employed by the District, the school District shall be required to provide only one (1) family policy on the spouse whose birthday is first in the year, and the other spouse shall be named as a covered beneficiary on his or her spouse's family coverage. The employer share of the premium is paid by the District for eight (8) hour/day employees who are not covered by a similar insurance through their spouse's employment in the school District. Employees working less than eight (8) hours per day pay a percentage of the employer share of the premium according to their Full Time Equivalency (FTE) of an eight (8) hour day in addition to the employee share of the premium. For example, six (6) hour/day employees the district pays seventy-five (75) percent of the employer share respectively. Teachers teaching less than half time and classified employees working less than seventy-five (75) percent (less than thirty (30) hours per week) or bus drivers, who do not receive benefits normally provided to regular full time employees, shall not be eligible for insurance coverage. Bus drivers on contract shall have the total employer premium paid by the District after five (5) years of employment.

If employees have been covered by the district with insurance and then reduce their employment to less than six (6) hours per day or less than 30 hours weekly, or terminate, the employees have the option of continuing the insurance coverage, provided they pay the premiums. (As per Federal COBRA provisions)

Employees are covered by a worker's compensation insurance plan. Employees cannot receive "sick pay" due to industrial accidents and also collect salary for lost work time from the worker's compensation plan. There is to be no "double-dipping."

Disability Insurance

Long-term disability insurance is provided for all district employees who are also eligible for and participate in the Utah Retirement System.

For purposes of determining whether or not an employee has become permanently or partially disabled, the guidelines as established by the current Long Term Disability Insurance carrier shall govern.

Liability Insurance

Each employee is covered by the insurance coverage of the Duchesne County School District for actions of liability related to their performance in their job classification.

3.0440 SALARY SUPPLEMENT FOR HIGHLY NEEDED EDUCATORS

3.0440.01 *SALARY SUPPLEMENT FOR HIGHLY NEEDED EDUCATORS (REFERENCE: UTAH CODE 53F-2-504)*

Issue Date: 5/1/25

Definitions—

"High-needs area" means a teaching assignment that has been designated by the Duchesne County School Board of Education as challenging for the District to fill or to retain educators in.

"Qualifying assignment" means an assignment to a high-needs area or which is substantially equivalent to such an assignment.

"Eligible teacher" means a teacher who has a qualifying assignment, has satisfied the requirements of this policy to demonstrate assignment to a high-needs area and a qualifying teaching background, and is either a new employee of the District or has not received any unsatisfactory ratings on the teacher's three most recent evaluations.

Utah Code § 53F-2-504(1) (2024)

High-needs Areas—

The high-needs areas for Duchesne County School District are Special Education Teachers, Secondary Mathematics Teachers, Physics Teachers, and Chemistry Teachers.

Amount of the Salary Supplement—

The amount of the salary supplement for each eligible teacher shall be equivalent portions of the amount allotted by the state each year.

Determining Eligibility for Salary Supplement—

To demonstrate eligibility for the salary supplement, the teacher shall submit an application with supporting documentation showing that the teacher:

1. Is assigned to one or more of the high-needs areas designated by the Board of Education or that the teacher's assignment is substantially equivalent to a designated high-needs area;

2. Has a qualifying teaching background for the high-needs area as indicated on the application, and as shown by education transcripts or other documentation; and

3. Is either a new employee of the District or has not had any unsatisfactory ratings on the teacher's three most recent evaluations.

Utah Code § 53F-2-504(1)(a), (2)(a)(iii)(B) (2024)

The documentation must be submitted by August 31st of each school year. The Superintendent or designee shall review the documentation provided by the teacher seeking the salary supplement and determine if the requirements have been satisfied, including verifying the teacher's teaching background. The Superintendent or designee shall inform the teacher of the determination. Once all requests have been evaluated, the Superintendent or designee shall certify a list of the teachers who are eligible for the salary supplement.

Utah Code § 53F-2-504(2)(a)(iv), (v) (2024)

Appeal of Application Denial—

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

Utah Code § 53F-2-504(2)(a)(iii) (2024)

Nature of the Salary Supplement—

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

Utah Code § 53F-2-504(4), (5) (2024)

3.0500 VOLUNTEERS

3.0500.01 *IMMUNITY FROM LIABILITY*

Issue Date: 9/12/96

Volunteers who are properly recognized by the District and who are performing unassigned service are immune from suit for any injury or damage resulting from the performance of their assigned task.

Utah Code § 63-30-1, et seq

3.0600 EMPLOYEE RIGHTS AND PRIVILEGES

3.0600.01 *HEARING –IMPAIRED*

Issue Date: 9/12/96

In any hearing before the Board in which the hearing-impaired employee's legal rights, duties, or privileges are to be determined, the appointing authority shall appoint and pay for a qualified interpreter for the hearing-impaired employee if the interpreter is not otherwise compensated for those services.

Utah Code § 78-24a-2

A hearing-impaired employee means a deaf or hard-of-hearing person who required the assistance of a qualified interpreter for communicative purpose.

Utah Code § 78-24a-1(2)

The Board shall select an interpreter from a list of qualified interpreters compiled by the Utah Division of Rehabilitation Services to interpret proceedings for deaf persons. If none of the listed interpreters are available or are unable to provide effective interpreting with the particular hearing-impaired person, then the Board shall appoint another qualified interpreter who is able to accurately and simultaneously communicate with and translate information to and from the particular hearing-impaired person involved.

Utah Code § 78-24a-6(2)

A hearing-impaired employee may waive the right to the services of an interpreter by filing a written waiver with the Board.

Utah Code § 78-24a-9

3.0600.02 *PROTECTION FROM RETALIATION*

Issue Date: 9/12/96

The Board or its agents shall not take adverse action against an employee because the employee has opposed any prohibited employment practice or because the employee has filed charges, testified, assisted, or participated in any proceeding, investigation, or hearing involving the District.

3.0600.03 *MEDIA CONTACTS*

Issue Date: 9/12/96

All District employees shall coordinate with the Superintendent or the Superintendent's designee all materials prepared for publication regarding District matters. Where possible, all employees shall consult with the Superintendent or the Superintendent's designee prior to providing any statements regarding District matters to any member of the media.

3.0610 EMPLOYEE RIGHTS AND PRIVILEGES: ASSOCIATION AND PARTICIPATION

3.0610.01 *ASSOCIATION AND ORGANIZATION PARTICIPATION*

Issue Date: 9/12/96

No person shall be granted or denied District employment by reason of membership or non-membership in any labor organization, labor union or any other type of association.

Utah Code § 34-34-2

3.0620 EMPLOYEE RIGHTS AND PRIVILEGES: PERSONNEL-MANAGEMENT RELATIONS

3.0620.01 *DISTRICT GOVERNANCE*

Issue Date: 9/12/96

The Board has the power to manage and govern the public schools of the District.

Utah Code § 53A-3-402
Elwel v. Board of Education of Park City P. 2d 460 (Utah 1981)

3.0620.02 *CONSULTATION*

Issue Date: 9/12/96

The Board and its administrative personnel may consult with teachers with respect to matters of educational policy and conditions of employment. The Board may adopt and make reasonable rules, regulation, and agreements to provide for such consultation, but these shall not limit or affect the power of the Board to manage and govern the District's schools.

3.0620.03 *EXCLUSIVITY*

Issue Date: 9/12/96

If the Board chooses to engage in consultation, the process shall be structured so that there is no direct or indirect coercion of teachers to join a teacher's organization.

Utah Code § 34-34-8

3.0620.04 *PRIVILEGES TO EMPLOYEE ORGANIZATIONS*

Issue Date: 9/12/96

The District may distinguish among associations on the basis of proportionate membership if it ensures that any distinguishing policies and customs are reasonable and not coercive.

3.0620.05 *DISTRIBUTION OF ORGANIZATIONAL MATERIAL*

Issue Date: 9/12/96

The District shall not allow unstamped or stamped but not canceled, employee organization material to be delivered by interschool mail. Unless off-duty and acting as an agent of an employee organization, a District employee shall not distribute unstamped, or stamped but not canceled, mail from employee organizations to other District employees.

3.0630 EMPLOYEE RIGHTS AND PRIVILEGES: GRIEVANCE PROCEDURES

3.0630.01 *GRIEVANCE PROCEDURES*

Issue Date: 9/12/96
Updated: 11/14/19

The Board of Education recognizes employees are entitled to speak freely on matters of public concern. However, matters involving internal affairs should be handled following the grievance procedures outlined in this policy.

Employees shall not exert pressure upon the Principal, the District Director, the Superintendent of Schools, or the Local School Board by soliciting support from individuals or groups. The sharing of personal grievances with the public or students will be grounds for dismissal. In the event that some difficulty or grievance arises that cannot be settled between the parties directly concerned, this policy sets forth the procedures to be followed.

Definition: Grievance shall mean a complaint by an employee that there has been an alleged violation, misinterpretation, or misapplication of any of the provisions contained in the DCSD Policy Handbook.

Procedure: It is the intent of the District to attempt to resolve all grievances promptly, informally and confidentially, at the lowest possible administrative level, in accordance with the following procedure:

Level One – Principal

Step 1 – Oral Grievance

- The employee with a grievance must first attempt to resolve it informally by discussing the issue with the principal within ten working days after the employee became aware of the act or condition upon which the grievance is based. The aggrieved person may have representation of their choice in this interview.

- The Principal shall have up to ten working days after thus learning of the grievance to consider the matter and give an answer orally to the employee.

Step 2 – Written Grievance

- If the grievance is not resolved informally in Step 1, the teacher may file the grievance with the principal in writing within ten working days after receiving the answer in Step 1. A failure to respond shall be deemed to be a denial.

- The written grievance shall:

    - Describe the nature of the grievance and the facts giving rise to it.

    - Note the provisions alleged to be violated, misinterpreted, or misapplied and the position of the teacher with respect to such provisions

    - Include a summary of the oral exchange between the aggrieved person and the principal in the written grievance

    - State the specific remedy requested to resolve the grievance

- The principal shall have up to ten working days after receiving the written grievance to investigate the matter, make a decision, and communicate the decision in writing to the aggrieved party.

Level Two – District Director

Step 1 – Appeal of Written Grievance to Appropriate District Director

- If no mutually agreeable settlement is reached in Level One Step 2, the employee may file the written grievance with the appropriate District Director within ten working days after receiving the answer in Level One Step 2, requesting that the Principal's decision be reviewed.

- Within ten days after receiving the written complaint, the appropriate District Director will hold an interview with the aggrieved person. A representative selected by the aggrieved person and the aggrieved person will be invited to attend the interview.

- The District Director will have up to ten working days after receiving the written grievance to investigate the matter, make a decision, and communicate the decision in writing to the employee.

Level Three – Superintendent

Step 1 – Appeal of Written Grievance to the Superintendent

- If no mutually agreeable settlement is reached in Level Two Step 1, the employee may file the written grievance with the Superintendent within ten working days after receiving the answer in Level Two Step 1, requesting that the District Director's decision be reviewed.

- Within fifteen days after receiving the written complaint, the Superintendent will hold an interview with the aggrieved person. A representative selected by the aggrieved and the aggrieved person will be invited to attend the interview.

- If the aggrieved person is not satisfied with the decision of the Superintendent, the aggrieved person may appeal in writing for a formal hearing by the Local School Board.

Level Four – School Board

Step 1 – Appeal of Written Grievance to the School Board

- The aggrieved person may present the complaint to the Local School Board in a formal hearing. After such a board hearing, the decision of the board will be final. In the event new evidence is made available, the Local School Board may reopen the case at the request of either party.

3.0640 EMPLOYEE RIGHTS AND PRIVILEGES: DAYS WORKED

3.0640.01 *LENGTH OF DAY*
Issue Date: 4/10/97

The Board shall establish the length of the working day for all employees. The length of the working day may vary for different categories of employees.

3.0640.02 *PRINCIPAL'S DUTY*

Issue Date: 4/10/97

The building principal shall determine, with Board approval, the length of the work day for the employees under his/her immediate supervision.

3.0640.03 *GUIDELINES*

Issue Date: 4/10/97

Certificated personnel shall be at school at least thirty (30) minutes before school begins and shall remain at school at least thirty (30) minutes after school is dismissed.

3.0640.04 *PART-TIME*

Issue Date: 4/10/97

Certificated personnel working on a part-time basis will have their hours determined by the Principal or immediate supervisor in consultation with the administrator in charge of personnel.

3.0640.05 *ITINERANT*

Issue Date: 4/10/97

Itinerant certificated personnel assigned to the various schools shall work a number of hours comparable to her/his certificated personnel.

3.0650 WORKERS COMPENSATION

3.0650.01 *COMPLIANCE WITH STATUTORY REQUIREMENTS*

Issue Date: 9/12/96
Updated: 4/8/25

The Board will provide workers compensation benefits pursuant to state statutes and administrative regulations of the Division of Industrial Accidents within the Labor Commission. Provision of workers compensation benefits will be made for all persons entitled to such benefits under the law.

An employee may not be compensated more than one-hundred percent of their pay between workers compensation and other benefits.

Utah Code § 34A-2-101, et seq
Utah Code § 34A-3-101, et seq

3.0700 EMPLOYEE STANDARDS OF CONDUCT

3.0700.01 *BOARD DIRECTIVE*

Issue Date: 6/11/15
Updated: 11/14/19

Employees of Duchesne County School District are expected to adhere to standards in grooming and dress which reflect a positive image to students and patrons and which are in keeping with a professional education system. The Board delegates to the District Administration the responsibility for establishing policy for employee appearance and attire.

3.0700.02 *ADMINISTRATIVE POLICY*

Issue Date: 6/11/15
Updated: 11/14/19

Employee appearance and attire is the responsibility of the Administration and shall be administered according to the following administrative policy provisions:

1. Employees shall maintain standards of personal cleanliness which are conducive to good health and contribute to a pleasant working environment.

2. Employee shall be neatly groomed and dressed in clothing which is suited to the day's work or activity.

3. Employees shall dress in a manner befitting adults who serve as role models for students and will dress at or above the standards set forth for student dress (District Policy 5.0800.02).

3.0700.03 *ETHICS POLICY REGARDING PRIVATE BUT PUBLIC EDUCATION-RELATED ACTIVITES*

Issue Date: 10/10/13
Updated: 5/14/20
DAF

Definitions

For purposes of this policy, the following definitions apply:

“District employee” means a person who is employed on a full-time, part-time, or contract basis by the District.

“Activity Sponsor” means a private or public individual or entity that employs an employee in any program in which public school students participate.

“Extracurricular Activity” means an activity for students recognized or sanctioned by the school or District which may supplement or complement, but are not an official part of, the required program or regular curriculum.

“Private but Public Education-Related Activities” means any type of activity for which a District employee receives compensation and the principal clients are students at the school where the employee works. Such activities include but are not limited to:

1. Tutoring;

2. Lessons;

3. Clinics;

4. Camps; or

5. Travel Opportunities.

Utah Admin. Rules R277-107-2 (July 9, 2018)

Prohibition upon Educator Participation in Private but Public Education-Related Activities

A District employee who participates in a private but public education-related activity shall ensure that his or her participation in the activity is separate and distinguishable from the employee's public employment. In relation to a private but public education-related activity, the employee may not:

1. Use education records, resources, or information obtained through employment with the District to promote the activity unless the records, resources, or information are readily available to the general public;

2. Use school time to promote, discuss, or prepare for the activity;

3. State or imply to any person or entity that participation in a school sponsored program or extracurricular activity is conditioned in any way on participation in the activity.

4. Give or withhold credit based on participation in the activity, including but not limited to clinics, camps, private programs or travel activities that are not equally and freely available to all students;

5. Contact students at public schools except as provided for below.

Utah Admin. Rules R277-107-3 (July 9, 2018)

Activities an Educator May Engage In

In relation to a private, but public related activity, an employee may:

1. Offer public education-related services, programs or activities to students provided that they are not advertised or promoted during school time and consistent with the policy.

2. Discuss the activity with students or parents, but only outside of the classroom and the regular school day.

3. Use student directories or online resources which are available to the general public to identify prospective clients.

4. Use student or school publications in which commercial advertising is allowed to advertise and promote the activity.

Utah Admin. Rules R277-107-3(5) (July 9, 2018)

Advertising

An employee may purchase advertising space to advertise an activity or service, whether or not sponsored by schools in the District or by the District, in a publication that accepts paid or community advertising.

A paid advertisement in a school publication may identify the activity, participants, and leaders or service providers by name, provide non-school contact information, and provide details of the employee's employment experience and qualifications.

An employee may post or distribute posters or brochures advertising an employee's private services only in the same manner as could be done by a member of the general public under District policy.

Unless the activity is sponsored by the District, the paid advertisement in a school publication shall state clearly and distinctly that the activity is NOT sponsored by the school or District.

Neither the name of the school nor the District shall be used in the advertisement except as it relates to the employee's employment history or, if school facilities will be used under the District public civic center use policy. If the employee's name is used in an advertisement sent to the employee's students or posted, distributed, or otherwise made available in the employee's school, the advertisement shall state that the activity is not school-sponsored.

Utah Admin. Rules R277-107-4 (July 9, 2018)

Copies of Contracts Provided to District

The educator must provide to the principal at the school where he or she is employed a signed copy of all contracts between him or her and a sponsor of a private, but public-education related activity. The District will maintain a copy of these contracts in the employee's personnel file. Such contracts must be signed by the employee and must include the following acknowledgments: that the parties understand that the activity is not sponsored by the school or District; that the employee's responsibilities to the activity sponsor are outside the scope of and unrelated to any public duties or responsibilities the employee may have as an employee of the District; and that the employee agrees to comply with laws and rules of the State of Utah and District policies regarding advertising and employee participation.

Utah Admin. Rules R277-107-6 (July 9, 2018)

3.0700.04 *GIFT, COMPENSATION, OR LOAN ACCEPTANCE*

Issue Date: 9/12/96
Updated: 11/14/19

1. No District employee shall knowingly receive, accept, take, seek, or solicit, directly or indirectly, any gift, compensation, or loan for himself/herself or another if:

    a. It tends to influence him in the discharge of his/her official duties; or

    b. He/She recently has been, or is now, or in the near future may be involved in any governmental action directly affecting the donor or lender, unless a disclosure of the gift, compensation, or loan and other relevant information has been made in the manner provided in Section 67-16-6.

2. Subsection one (1) does not apply to the following:

    a. An occasional non-pecuniary gift, having a value of not in excess of $50.00.

    b. An award publicly presented in recognition of public services;

    c. Any bona fide loan made in the ordinary course of business by an institution authorized by the laws of this state or any other state to engage in making such loans; or

d. A political campaign contribution if the contribution is actually used in a political campaign of the recipient District employee.

3.0700.05 *COMPENSATION FOR ASSISTANCE*

Issue Date: 9/12/96
Updated: 11/14/19

1. No District employee shall receive or agree to receive compensation for assisting any person or business entity in any transaction involving an agency unless the District employee filed with the head of his own agency, the head of the agency with which the transaction is being conducted, and with the state Attorney general a sworn written statement giving the following information:

   a. The name and address of the District employee involved;

   b. The name of the District employee's agency;

   c. The name and address of the person or business entity being or to be so assisted; and

   d. A brief description of the transaction as to which service is rendered or is to be rendered and of the nature of the service performed or to be performed.

2. The statement required to be filed under Subsection 1 shall be filed in writing ten (10) days after the date of any agreement between the District employee and the person or business entity being assisted or the receipt of compensation, whichever is earlier. The statement is public information and shall be available for examination by the public.

3.0700.06 *DISCLOSURE OF SUBSTANTIAL INTEREST*

Issue Date: 9/12/96
Updated: 11/14/19

1. Every District employee who is an officer, director, agent, employee, or the owner of a substantial interest, in any business entity which is subject to the regulation of the agency by which the officer or employee is employed, shall disclose any such position held and the precise nature and value of the District employee, and again whenever the District employee's position in the business entity changes significantly or if the value of his interest in the entity is significantly increased.

2. The disclosure required under Subsection 1 (one) shall be made in a sworn statement filed with:

   a. The State Attorney General in the case of District employees of the state;

   b. The chief governing body of the political subdivision in the case of District employees of a political subdivision;

   c. The head of the agency with which the District employee is affiliated; and

   d. In the case of a District employee, with the immediate supervisor of the District employee.

3. This section does not apply to instance where the total value of the interest does not exceed $2,000.00. Life insurance policies and annuities shall not be considered in determining the value of any such interest.

4. Disclosures made under this section are public information and shall be available for examination by the public.

3.0700.07 *TRANSPORTATION PARTICIPATION*

Issue Date: 9/12/96
Updated: 11/14/19

1. No District employee shall participate in his official capacity or receive compensation in respect to any transaction between the state or any of its agencies and any business entity as to which such District employee is also an officer, director, or employee or owns a substantial interest, unless disclosure has been made as provided under Subsection 1 above.

2. A concession contract between an agency, political subdivision or the state and a certified professional golf association member who is a public employee or officer does not violate the provisions of Subsection 1.

3.0700.08 *CONFLICT OF INTEREST*

Issue Date: 9/12/96
Updated: 11/14/19

No District employee shall have personal investments in any business entity which will create a substantial conflict between his private interests and his public duties.

3.0700.09 *VIOLATION PENALTIES*

Issue Date: 9/12/96
Updated: 11/14/19

In addition to any penalty contained in any other provision of law, any public officer or public employee who knowingly and intentionally violates this section, shall be dismissed from employment or removed from office as provided by law, rule, or policy within the agency; and shall be punished as follows:

1. As a felony of the second degree if the total value of the compensation, conflict of interest, or assistance exceeds $1,000.00;

2. As a felony of the third degree if:

    a. The total value of the compensation, conflict of interest, or assistance is more than $250.00 but more than $1,000.00; or

    b. The public officer or public employee has been twice before convicted of violation of this chapter and the value of the conflict of interest, compensation, or assistance was $250.00 or less;

3. As a class A misdemeanor if the value of the compensation or assistance was more than $100.00 but does not exceed $250.00, or

4. As a class B misdemeanor if the value of the compensation or assistance was $100.00 or less.

3.0700.10 *UNETHICAL TRANSACTIONS*

Issue Date: 9/12/96

Updated: 11/14/19

If any transaction is entered into in violation of the sections above, the state, political subdivision, or agency involved,

1. Shall dismiss the District employee who knowingly and intentionally violates this section from employment or office as provided by law; and

2. May rescind or void any contract or subcontract entered into in respect to such transaction without returning any part of the consideration that the state, political subdivision or agency has received.

3.0700.11 *EMPLOYEE LIABILITY*

Issue Date: 9/12/96
Updated: 11/14/19

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

Restatement (Second) of Torly 147 (2)
Ingraham v. Wright, 430 U.S. 651 (1977)
Simms v. School Dist. No. 1. Multnomah County, 508 p. 2d 236 (Or. 1973)
LaFrents v. Gallagher, 462 p. 2d 804 (Ariz.1970)

3.0700.12 *SMOKING ON SCHOOL PREMISES*

Issue Date: 9/12/96
Updated: 11/14/19

Smoking is prohibited within primary or secondary school buildings.

Utah Admin Rule 449-7.4.2

3.0700.13 *HAZING*

Issue Date: 9/12/96
Updated: 11/14/19

No District employee may knowingly permit or participate in an activity which would constitute "hazing" under the Utah Code Annotated § 76-5-107.5. A school employee who has reasonable cause to believe that hazing has occurred, is occurring, or will occur, shall report that fact to a law enforcement agency or official. No school employee who in good faith reports, or participates in the reporting of, an alleged hazing shall be subject to civil or criminal liability arising out of the report.

Utah Code § 76-5-107.5

3.0700.14 *REPORTING*

Issue Date: 9/12/96
Updated: 11/14/19

A school employee with reasonable cause to believe that a student at the school has committed one or more of the following prohibited acts shall immediately report that fact to the school's designated administrator:

1. Possession of, or drinking an alcoholic beverage on school premises or in those portions of a building, park or stadium which are being used for an activity sponsored by or through any part of the public education system;

2. Any of the acts prohibited under Utah Code Ann. § 58-37-8, pertaining to controlled substances; or

3. Any of the acts prohibited under Utah Code Ann. § 58-37a-5, relating to drug paraphernalia.

Utah Code Ann. § 53G-8-501
Utah Code Ann. § 53G-8-502
Utah Code Ann. § 53G-8-602
Utah Code Ann. § 58-37-8
Utah Code Ann. § 58-37a-5

Upon receiving a report of a prohibited act from a school employee, the designated administrator shall immediately report the information to the student's parent or legal guardian, and may report the information to law enforcement agencies of official. The identity of the school administrator, who reported the prohibited act, shall not be disclosed to the student or the parent or legal guardian.

Utah Code Ann. § 53G-8-503

A school employee who in good faith reports a prohibited act in accordance with these provisions is immune from any civil or criminal liability resulting from that action.

Utah Code Ann. § 53G-8-503

3.0700.15 *REPORT OF NEGLECT/ABUSE*

Issue Date: 9/12/96
Updated: 11/14/19

Any school employee who knows or reasonable believes that a child is being or has been neglected, or physically or sexually abused, shall immediately notify the nearest law enforcement agency or official or the office of the State Office of Family Services (OFS).

Utah Code Ann. § 62A-4a-403(1)(a)

School officials shall cooperate with OFS and law enforcement agency employees authorized to investigate charges of child abuse and neglect

Utah Code Ann. § 62A-4a-409

Persons, who in good faith, making reports or participating in an investigation of alleged child abuse or neglect, are immune from any civil or criminal liability that otherwise might arise from those actions.

District policies shall ensure that the anonymity of those reporting or investigating child abuse or neglect is reserved in a manner as required by *Section 78 3b-13 (2).*

Utah Admin Rule 300 401-3

3.0700.16 *DISRUPTION OF SCHOOLS*

Issue Date: 9/12/96
Updated: 11/14/19

No District employee shall unreasonably disrupt or create an unreasonable and substantial disruption or risk of disrupting a class, activity, program and/or other school function.

Utah Code Ann. § 76-9-106

3.0700.17 *CLASS ATTENDANCE*

Issue Date: 9/12/96
Updated: 11/14/19

All teachers shall be present in the classroom at any time when students are present in the classroom. A justification exists for leaving students unattended in a classroom only in cases of emergency such as injury to a student or personal emergency of the teacher. Any other absences from the classroom must by expressly approved by the principal or designee.

3.0700.18 *CLASSIFIED EMPLOYEE MEAL PERIODS*

Issue Date: 4/14/16
Updated: 11/14/19

Meal periods for classified employees are not work time and supervisors should ensure that they are completely relieved of duty during meal periods. Employees are encouraged to clock out during their meal period or they may take a thirty (30) minute automatic meal period. Employees shall accurately record time worked and any unavoidable work occurring during an automatically recorded meal period shall be reported to their supervisor within twenty-four hours to correct their time report.

3.0710 EMPLOYEE STANDARDS OF CONDUCT: ASSIGNMENT

3.0710.01 *ASSIGNMENT*

Issue Date: 9/12/96
Updated: 11/14/19

All public school personnel shall possess appropriate credentials for their current assignment.

Utah Admin Rule 300-502-5

Personnel who supervise certified personnel must possess the appropriate supervisor's or administrator's certificate.

Utah Admin Rule 300-505-3(a)

3.0720 PROTECTED HEALTH INFORMATION PRIVACY

Issue Date: 11/14/19

The District's Protected Health Information Privacy Policy is designed to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA restricts the District's ability to use and disclose protected health information.

The Board authorizes the Superintendent and District Administration to establish administrative regulations consistent with this policy.

3.0720.01 *ADMINISTRATIVE REGULATION DEFINITIONS*

Issue Date: 11/14/19

Protected health information (PHI): Information created or received by the Plan and related to the past, present, or future physical or mental health or condition of a participant and that identifies the participant or for which there is a reasonable basis to believe the information can be used to identify the participant. Protected health information includes information of persons living or deceased.

Workforce: The District's workforce includes individuals who would be considered part of the workforce under HIPAA such as employees, volunteers, trainers, and other persons whose work performed is under the direct control of the District, whether or not they are paid by the District.

Employee: Includes all types of workers listed above.

Privacy Official: The Privacy Official will serve as the contact person for participants who have questions, concerns, or complaints about the privacy of their PHI.

3.0720.02 *REGULATION*

Issue Date: 11/14/19

Duchesne County School District (the District) self-administers a group health plan (the Plan). Members of the District's workforce have access to individually identifiable health information of Plan participants (1) on behalf of the Plan itself; or (2) on behalf of the District, for administrative functions of the Plan. Members of the District's workforce who have access to PHI must comply with this privacy policy. No third party rights, including, but not limited to, rights of Plan participants, beneficiaries, covered dependents or business associates, are intended to be covered by this policy. The District reserves the right to amend or change this policy at any time (and even retroactively) without notice.

3.0720.03 *PLAN'S RESPONSIBILITIES AS COVERED ENTITY*

Issue Date: 11/14/19

Privacy Official and Contact Person

The director of Insurance Services shall be the Privacy Official for the Plan.

Workforce Training

Employees with access to PHI will receive training on privacy policies and procedures. A training schedule will be developed so that all employees with access to PHI receive the training necessary and appropriate to permit them to carry out their functions within the Plan.

Technical and Physical Safeguards and Firewall

Technical and physical safeguards to prevent PHI from intentionally or unintentionally being used or disclosed in violation of HIPAA's requirements will be implemented. Technical safeguards include limiting access to information by creating computer firewalls. Physical safeguards include locking doors or filing cabinets.

Privacy Notice

A privacy notice will be sent to Plan participants informing them that the District has access to PHI in connection with its plan administrative functions. The privacy notice will also inform them of the District's complaint procedures, the name and telephone number of the contact person, and the date of the notice.

The notice of privacy practices will be individually delivered to all participants no later than April 14, 2017, on an ongoing basis at the time of an individual's enrollment in the Plan or, in the case of providers, at the time of treatment and consent within sixty (60) days after a material change to the notice; and notice of availability of the privacy notice at least once every three years.

Complaints

The director of Insurance Services will be the Plan's contact person for receiving complaints.

The Privacy Official is responsible for creating a process for individuals to lodge complaints about the Plan's privacy procedures and for creating a system for handling such complaints. A copy of the complaint procedure shall be provided to any participant upon request.

Sanctions for Violations of Privacy Policy

Sanctions for using or disclosing PHI in violation of this HIPAA privacy policy will be imposed in accordance with Orderly Termination Procedures up to and including termination.

Mitigation of Inadvertent Disclosures of Protected Health Information

Any harmful effect due to an unauthorized disclosure of an individual PHI will be mitigated to the extent possible. If an employee becomes aware of a disclosure of protected health information, either by an employee of the Plan or an outside consultant/contractor, that is not in compliance with this policy, the Privacy Official shall be contacted so that the appropriate steps to mitigate the harm to the participant can be taken.

No Intimidating or Retaliatory Acts; No Waiver of HIPAA Privacy

No intimidation, discrimination, or other retaliatory action will be taken against an individual for exercising their right to file a complaint, participate in an investigation, or oppose any improper practice under HIPAA.

No individual shall be required to waive his or her privacy rights under HIPAA as a condition of treatment, payment, enrollment or eligibility.

Plan Document

The Plan document shall include provisions to describe the permitted and required uses and disclosures of PHI administrative purposes.

Specifically, the Plan document shall include provisions to describe the permitted and required uses and disclosures of PHI administrative purposes.

Not use or further disclose PHI other than as permitted by the Plan documents or as required by law;

Ensure that any agents or subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the District;

Not use or disclose PHI for employment-related actions or in connection with any other employee benefit plan;

Report to the Privacy Official any use or disclosure of the information that is inconsistent with the permitted uses or disclosures;

Make PHI available to Plan participants, consider their amendments and, upon requests, provide them with an account of PHI disclosures;

Make the District's internal practices and records relating to the use and disclosure of PHI received from the Plan available to the Department of Health and Human Services (DHHS) upon request; and

If feasible, return or destroy all PHI received from the Plan that the District still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Plan document must also require the District to (1) certify to the Privacy Official that the Plan documents have been amended to include the above restrictions and that the District agrees to those restrictions; and (2) provide adequate firewalls.

Documentation

The privacy policies and procedures shall be documented and maintained for at least six years. Policies and procedures shall be changed as necessary or approximately to comply with changes in the law, standards, requirements, and implementation specifications (including changes and modifications in regulations).

The privacy policy shall be revised and made available if a change in law impacts the privacy notice. However, such change is effective only with respect to PHI created or received after the effective date of the notice.

Certain events and actions (including authorizations, requests for information, sanctions, and complaints) relating to an individual's privacy rights shall be documented in either written or electronic form. Documentation must be maintained for at least six years.

3.0720.04 *POLICIES IN USE AND DISCLOSURE OF PERSONAL HEALTH INFORMATION ("PHI")*

Issue Date: 11/14/19

Use and Disclosure Defined: The District and the Plan will use and disclose PHI only as permitted under HIPAA. The terms "use" and "disclosure" are defined as follows:

Use: The sharing, employment, application, utilization, examination, or analysis of individually identifiable health information by any person working for or within the Insurance Office of the District, or by a Business Associate of the Plan.

Disclosure: For information that is protected health information, disclosure means any release, transfer provision of access to, or divulging in any other manner of individually identifiable health information to persons not employed by or working with the Insurance Office of the District.

Workforce Must Comply with District's Policy and Procedures

All employees with access to PHI must comply with this policy.

Access to PHI is Limited to Certain Employees

The following employees have access to PHI:

1. Director of Insurance Services who performs functions directly on behalf of the group health plan.

2. Employees in the District Insurance Office who have access to PHI on behalf of the District for use while performing daily responsibilities.

These employees may use and disclose PHI for Plan administrative functions, and may disclose PHI to other employees with access to plan administrative functions. Employees with access may not disclose PHI to other employees unless an authorization is in place or the disclosure is otherwise in compliance with this policy.

Permitted Uses and Disclosures

Payment and Health Care Operations: PHI may be disclosed to other covered entity for the payment purposes of that covered entity.

Payment: Payment includes activities undertaken to obtain Plan contributions or to determine or fulfill the Plan's responsibility for provision of benefits under the Plan, or to obtain or provide reimbursement for health care.

Payment also includes:

1. Eligibility and coverage determinations, including coordination or benefits and adjudication or subrogation of health benefit claims;

Risk adjusting based on enrollee status and demographic characteristics; and

Billing, claims management, collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess loss insurance) and related health care data processing.

PHI may be disclosed for purposes of the Plan's own health care operations. PHI may be disclosed to another covered entity for purposes of the other covered entity's quality assessment and improvement, case management, or health care fraud and abuse detection programs, if the other covered entity has (or had) a relationship with the participant and the PHI requested pertains to that relationship.

1. Health Care Operations: Health care operations means any of the following activities to the extent that they are related to Plan administration:

    a. Conducting quality assessment and improvement activities;

    b. Reviewing health plan performance;

    c. Underwriting and premium rating;

    d. Conducting or arranging for medical review, legal services, and auditing functions;

    e. Business planning and development; and

    f. Business management and general administrative activities.

No Disclosure of PHI for Non-Health Plan Purposes:

PHI may not be used or disclosed for the payment or operations of the District's "non-health" benefits (e.g., disability, workers' compensations, life insurance, etc.), unless the participant has provided an authorization for such use or disclosure (as discussed in "Disclosures Pursuant to an Authorization") or such use or disclosure is required by applicable state law and particular requirements under HIPAA are met.

Mandatory Disclosures of PHI: to Individual and Department of Health & Human Services (DHHS): A particular PHI must be disclosed as required by HIPAA in two situations:

1. The disclosure is to the individual who is the subject of the information (see the policy for "Access to Protected Information and Request for Amendment" that follows).

The disclosure is made to DHHS for purposes of enforcing of HIPAA.

PHI may be disclosed in the following situations without a participant's authorization, when specific requirements are satisfied:

1. About victims of abuse, neglect, or domestic violence;
2. For judicial and administrative proceedings;
3. For law enforcement purposes;
4. For public health activities;
5. For health oversight activities about decedents;
6. For cadaveric organ, eye, or tissue donation purposes;
7. For certain limited research purposes;
8. To avert a serious threat to health or safety;
9. For specialized government functions; and
10. That related to workers' compensation programs.

Disclosures of PHI Pursuant to an Authorization

PHI may be disclosed for any purpose if the participant provides an authorization. All uses and disclosures made pursuant to a signed authorization must be consistent with the terms and conditions of the authorization.

Complying with the "Minimum-Necessary" Standard: When PHI is used or disclosed, the amount disclosed generally must be limited to the "minimum necessary" to accomplish the purpose of the use or disclosure

1. The "minimum necessary" standard does not apply to any of the following:
2. Uses or disclosures made to the individual;
3. Uses or disclosures made pursuant to a valid authorization;
4. Disclosures made to the Department of Labor (DOPL);
5. Uses or disclosures required by law; and
6. Uses or disclosures required to comply with HIPAA.

All other disclosures must be reviewed on an individual basis with the Privacy Official to ensure that the amount of information disclosed is the minimum necessary to accomplish the purposes of the disclosure.

Disclosures of PHI to Business Associates

1. PHI may be disclosed to the Plan's business associates and allow the Plan's business associates to create or receive PHI on its behalf. However, prior to doing so, the Plan must first obtain assurances from the business associate that it will appropriately safeguard the information.

    a. Business Associate is an entity that:

    b. Performs or assists in performing a Plan function or activity involving the use and disclosure of protected health information, including claims processing or administration, data analysis, underwriting, etc.

    c. Provides legal, accounting, actuarial, consulting, data aggregation, management, accreditation, or financial services, where the performance of such services involves giving the service provider access to PHI.

Disclosures of De-Identified Information

The Plan may feely use and disclose de-identified information. De-identified information is health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual.

3.0730 EMPLOYEE STANDARDS OF CONDUCT: EVALUATION OF CERTIFICATED PERSONNEL

3.0730.01 *EVALUATION*

Issue Date: 9/12/96
Updated: 11/14/19

The District recognizes that the quality of education can be improved and enhanced by providing for systematic, fair and competent evaluation of public educators and remediation of those whose performance is inadequate. The desired purposes of evaluation are to allow the educator and the District to promote the professional growth of the teacher, to identify and encourage teacher behaviors which contribute to student progress, to identify teachers according to their abilities and to improve the education system.

Utah Code § 53A-10-101 et seq

All teachers in the District will be evaluated using a valid and reliable evaluation program which includes a minimum of three (3) data sources.

3.0730.02 *EDUCATOR EVALUATION PROGRAM*

Issue Date: 9/12/96
Updated: 3/9/23

The Duchesne County School District educator evaluation system framework shall include:

1. A plan for a reliable and valid evaluation program consistent with professional standards for both administration and teachers

2. Include a timeline for self-evaluation, goal setting, informal analysis, summative evaluation, teacher/administration conference/review, timeframe to include additional information and appeals

3. Orientation for educators on the evaluation instrument

4. Provide a process for conducting formative and summative evaluation procedures for both administrators and teachers

5. Defines multiple lines of evidence

6. Refines rater-reliability for all instruments used

7. Determines criteria for educator effectiveness

8. Provides descriptive levels of teacher/administration effectiveness

9. Highly effective; Effective; Emerging or Minimally Effective; Not effective

10. Establishes levels of support

11. Outlines due process and the procedures for appeals

12. Contains a process for policy review

13. Local board approved policy for teacher/administration evaluations

For purpose of this policy the following definitions apply:

Definitions

1. Board refers to Duchesne County School District Board of Education

2. Career Educator a licensed educator who has reasonable expectation of continued employment under the policies of the board

3. Educator is an individual employed by Duchesne County School District who is required to hold a professional license issued by the Utah State Board of Educations, except:

    a. A superintendent and the business administrator, or

        i. An individual who works few than 3 hours per day; or

        ii. Is hired for less than half of the school year

4. Probationary Educator means an educator employed by the Duchesne County School District who, under board policy, has been advised by the district that the educator's performance is unsatisfactory.

5. Provisional Educator means an educator employed by the Duchesne County School District who has not achieved status as a career educator within the district.

6. School Administrator means an educator serving in a position that requires a Utah Educator License with an Administrative area of concentration and who supervises educators.

7. Effectiveness rating is an annual designation given to educators (highly effective; effective; emerging or minimally effective; or not effective) based on multiple lines of evidence such as self-evaluation, student and parent input, peer observation, supervisor observations, professional growth, student achievement, and other indicators of instructional improvement.

8. Formative Evaluation means evaluations that provide educators with feedback on how to improve their performance.

9. Plan of Assistance is a written document identifying a career educator's specific area(s) of unsatisfactory performance and detailing recommendations and strategies for improvement that includes:

    a. Specific, measurable, and actionable deficiencies

    b. Available resources that will be provided for improvement, including a mentor

    c. A recommended course of action that will improve the career educator's performance

10. Summative Evaluations are evaluations that are used to make annual decisions or ratings of educator performance and may inform decisions on salary, confirmed employment, personnel assignments, transfers, or dismissals.

11. Unsatisfactory Performance means a deficiency in performing work tasks, which may be:

    a. Due to insufficient or undeveloped skills, lack of knowledge or aptitude, poor attitude, or insufficient effort; and

    b. Remediated through training, study, mentoring, practice or greater effort.

12. Valid and Reliable Measurement Tools means an instrument that has proved consistent over time and uses non-subjective criteria that require minimal interpretation.

Utah Code Ann. § 53A 8a-402(2012)

Formative Feedback and Summative Evaluation

Formative Feedback

School administrators will conduct formative observations of all teachers each school year and provide feedback to the teacher of instructional strengths and areas that could be improved.

Summative Evaluations

Summative evaluations will occur once every five years for non-provisional teachers unless data or evidence indicates a need for more frequency. For all other teachers it will occur twice yearly until provisional status has been lifted. State requirements and district protocol will be followed.

Summative Evaluation and Review of Evaluation—

The person responsible for administering an educator's evaluation shall, at least fifteen (15) days before an educator's first evaluation, notify the educator of the evaluation process and give the educator a copy of the evaluation instrument, if an instrument is used.

The person responsible for administering an educator's evaluation shall allow the educator to respond to any part of the evaluation and, if the response is written, attach the educator's responses to the evaluation.

Within fifteen (15) days after the evaluation process is completed, the person responsible for administering an educator's evaluation shall:

1. Discuss the written evaluation with the educator;

2. Based on the educator's performance, assign one of the four levels of performance.

An educator who is not satisfied with a summative evaluation has fifteen (15) days after receiving the written evaluation to request a review of the evaluation.

If a review is requested, the superintendent or the superintendent's designee shall appoint a person, not an employee of the District, who is a certified rater and has expertise in teacher or personnel evaluation to review and make written findings reported to the superintendent regarding the educator's summative evaluation. A review of an educator's summative evaluation shall be conducted in accordance with Utah Admin. Rules R277-533-8.

Utah Code § 53G-11-508 (2020)

Utah Admin. Rules R277-533-8 (June 7, 2018)

3.0730.03 *APPLICATION OF EVALUATIONS*

Issue Date: 9/12/96
Updated: 11/14/19

All certified personnel, other than the Superintendent, will have periodic written evaluations. Such evaluations may be considered by the Board prior to any Board action concerning the individual's employment.

Evaluations of administrators and other non-teaching professional employees shall be based on a valid and reliable instrument and cumulative performance data gathered by supervisors throughout the year. Employees shall have at least one evaluation conference annually and may have as many as the supervisor deems necessary.

3.0730.04 *DOCUMENTATION*

Issue Date: 9/12/96
Updated: 11/14/19

Reports, correspondence, and memoranda may be placed in each employee's personnel file, as necessary, to document performance.

3.0730.05 *EVALUATION: PROVISIONAL / PROBATIONARY EDUCATORS*

Issue Date: 9/12/96
Updated: 11/14/19

Evaluations of provisional and probationary educators shall be conducted at least twice each school year.

Utah Code § 53A-10-104

3.0731 REMEDIATION OF DEFICIENCIES

3.0731.01 *REMEDIATION OF DEFICIENCIES*

Issue Date: 9/12/96
Updated: 11/14/19

A career or provisional employee whose evaluation reveals his/her performance to be seriously inadequate or to need substantial improvement will be placed on professional assistance first, with remediation, if necessary.

3.0731.02 *PROFESSIONAL ASSISTANCE*

Issue Date: 9/12/96
Updated: 11/14/19

Principals/supervisors shall use the professional assistance process before a career or provisional educator/employee is assigned to a remediation process.

The Professional Assistance process shall be conducted as follows:

1. Professional assistance shall be based upon identified deficiencies in the career employee's assignment. The principal/supervisor shall provide a written document that clearly identifies his/her deficiencies, the available resources for improvement and a recommended course of action that will improve the educators'/employees' performance.

2. The principal/supervisor shall inform the educator/employee by conference and in writing, using the Professional Assistance Form, concerning the reason (s) for Professional Assistance. Upon receipt of the signed form, the educator/employee shall be on Professional Assistance for up to thirty (30) classroom days. A copy of the Professional Assistance Form will be sent to the local employee's association if permission is given by the contract employee.

3. Professional assistance may be terminated by mutual consent during the thirty (30) classroom days or extended by mutual consent not to exceed sixty (60) classroom days.

4. The principal shall assist the educator/employee with professional assistance that includes but is not limited to: access to proper training, workshops, in-service, mentors, exemplary teaching demonstrations or visits to other programs.

5. The principal/supervisor and educator/employee shall meet at least three (3) times during the first thirty (30) days to discuss principal/supervisor observations and educator/employee's performance. Each time they meet, the Professional Assistance Form will be updated and a copy given to the educator/employee.

6. No part of the Professional Assistance Form shall be filed in an educator/employee personnel file.

7. At the end of thirty (30) classroom days, unless the professional assistance was terminated due to mutual consent, the principal/supervisor shall make the final decision regarding the results of the professional assistance. The principal/supervisor shall inform the educator/employee of the final decision by conference and give the educator/employee an updated version of the Professional Assistance Form.

8. The educator/employee remains responsible to improve his/her performance by using the resources identified and demonstrating acceptable levels of improvement in the designated areas of deficiencies.

3.0731.03 *REMEDIATION COMMITTEE*

Issue Date: 9/12/96
Updated: 11/14/19

If a principal/supervisor determines that professional assistance has been unsuccessful with a career or provisional educator/employee, remediation shall be initiated. A remediation committee shall be established. The remediation committee shall be composed of three (3) members to be chosen in the following manner: (a) the educator/employee shall designate one member; (b) the principal or supervisor shall designate one member and (c) the two staff members so chosen shall then, together, designate a third member. The remediation committee shall provide a written document that clearly identifies his/her deficiencies, the available resources for improvement and a recommended course of action that will improve the educator/employee's performance. The educator/employee is responsible for improving his/her performance by using resources identified by the District or committee and must demonstrate acceptable levels of improvement in the designated areas of deficiencies.

The purpose of the three-member committee is to assist the administration and the staff member with the remediation process. This includes such areas as:

1. Identification and enumeration of areas of concern.

2. Ascertaining whether or not state administrative concerns of the staff member's performance are valid.

3. Hearing and weighing the staff member's response to administrative concerns.

4. Interacting with staff member and administration to establish a remedial program that is acceptable to all.

5. Providing periodic progress reports to the staff member and administration during the remediation process.

6. A final progress report to the staff member and administration concerning the effectiveness of the remediation progress. Specific recommendations may be included in the final report as to further actions.

7. The committee shall establish a time schedule for the remediation process.

8. The three-member committee has the authority to seek expert input.

9. Appoint a mentor to aid the educator/employee. The mentor shall not conduct evaluations of the educator/employee.

In all cases, the final decision as to the ultimate outcome of the remediation process rests with the principal/supervisor. This could include a number of courses of action, including: Notification to the staff member that total remediation has been effected, along with appropriate commendations; notification that partial remediation has occurred, along with recommendations of areas needing additional attention in the future; or notification of the failure of the remediation process. Failure to obtain acceptable levels of performance on evaluations constitutes ground to terminate an employee's employment for cause.

The educator/employee receiving the professional assistance will receive written notice at least sixty (60) days prior to the end of the contact year from his/her supervisor/principal.

This notice will include written evaluations and recommendations regarding the educator. The final evaluation shall contain only data previously considered and discussed with the individual educator/employee.

3.0731.04 *DISCLAIMER*

Issue Date: 9/12/96
Updated: 11/14/19

Nothing in this policy shall be construed to require the District to comply with all or any part of the evaluation policy prior to termination of employment.

Nothing in this policy shall be construed to grant any employee an expectation of continued employment beyond the immediate contract term.

3.0731.05 *TERMINATION OF CONTRACT FOR CAUSE*

Issue Date: 9/12/96
Updated: 11/14/19

As an alternative to proceeding directly with termination for cause, the District may in its discretion, warn the educator/employee that specified conduct places the educator/employee in danger of having his/her contract terminated for cause.

The District is not required, to place the educator/employee on probation for misconduct, which could be grounds for termination for cause as defined in the orderly termination policy, but may elect to do so.

As a further alternative to proceeding directly with termination for cause the District may elect to place the educator/employee on suspension, with or without pay.

At any time during the term of employment, the District may terminate an educator/employee for cause upon giving written notice by personal delivery or certified mail to the last known address stating the detailed reasons and evidence supporting such reasons, as defined by the orderly termination policy.

3.0740 EMPLOYEE STANDARDS OF CONDUCT: REPORTING CHILD ABUSE

3.0740.01 *REPORTING OF CHILD ABUSE*

Issue Date: 9/12/96
Updated: 11/14/19
DDA

Whenever any employee of the school district has reason to believe that a child has been subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect or who observes a child being subjected to conditions or circumstances which would reasonably result in sexual abuse, physical abuse, or neglect, such person shall immediately notify the nearest peace officer, law enforcement agency or office of the division of Family Services within the Department of Social Services of the state of Utah (the “Division”).

No teacher shall undertake an independent investigation unless requested to cooperate with the Division in such an investigation. Any employee of the school district, who is requested by the Office of Family Services (OFS) to do so, shall cooperate with the Division or law enforcement agency authorized to investigate charges of child abuse and neglect.

Where OFS requests to interview children during school hours, all school employees shall cooperate and permit such investigations where such an interview is reasonable necessary to the

investigation as determined by OFS within the sound and reasonable discretion of the Division. School employees cooperating with OFS in such an investigation do not have any obligation to contact the parents of the child being interviewed prior to allowing such interview.

It is not necessary for a school employee to be present during interviews conducted by the Division during school hours. The employees who are involved in such investigation shall transfer to OFS the responsibility for the child, for notification of parents and for related duties by providing written notice of relinquishment of responsibility to the OFS or the relevant law enforcement agency involved.

The employee shall not disclose any information learned in connection with an investigation conducted by the Division, including requests by parents. The requirements of confidentiality provided in Utah Code § 62A-4-513 must be followed and all communications regarding such confidential information shall be limited to those persons with whom the employees are required to cooperate, including solely the division, law enforcement, or supervisory school officials who have "both the right and the need to receive the information."

Persons, in good faith, who make reports or participating in an investigation of alleged child abuse or neglect, are immune from any civil or criminal liability that otherwise might arise from such actions.

The identity of those reporting or investigating child abuse or neglect shall be maintained strictly confidential in such a manner as to insure the anonymity of the persons making the initial report and any others involved in a subsequent investigation.

Utah Code Ann. § 62A-4a-401 et seq
Utah Code Ann. § 67-16-3(8)

3.0740.02 *CHILD SEXUAL ABUSE AND HUMAN TRAFFICKING PREVENTION EDUCATION*

Issue Date: 12/12/19
Updated: 5/14/20
DDAA

School Personnel Education Regarding Child Sexual Abuse and Human Trafficking

The District shall provide, every other year, training to all school personnel on responding to a disclosure of child sexual abuse in a supportive, appropriate manner and on the mandatory reporting requirements of Utah Code § 53E-6-701 (regarding abuse by school personnel) and Utah Code § 62A-4a-403 (regarding reporting of child abuse). The training shall also address human trafficking and identifying children who are victims or may be at risk of becoming victims of human trafficking or commercial sexual exploitation. "School personnel" to receive training include all school employees, whether licensed, part-time, contract, or non-licensed.

Utah Code § 53G-9-207(3)(a)(i) (2019)

Training Materials

The training required under this policy shall use the instructional materials prepared and approved by the State Board of Education.

Utah Code § 53G-9-207(3)(b) (2019)

Evidence of Compliance

The District must provide evidence of compliance with these training and instructional materials requirements upon request of the State Board of Education.

Utah Code § 53G-9-207(7) (2019)

3.0750 MANDATORY REPORTING

3.0750.01 *MANDATORY PROHIBITED ACT REPORTING*

Issue date:2/5/26

School employees shall immediately report to the school principal(s) any reasonable belief that a violation of the following policy has occurred, if occurring while the student is in the classroom, on school property, or during school-sponsored activities, regardless of location or circumstances:

1. Uses foul, abusive, or profane language while engaged in school-related activities;

2. Illicitly uses, possesses, or distributes a controlled substance, drug paraphernalia, a tobacco product, an electronic cigarette product, or an alcoholic beverage; or

3. Hazes, demeans, or engages in assaultive behavior, whether consensual or not, including behavior involving physical violence, restraint, improper touching, or inappropriate exposure of body parts not normally exposed in public settings, forced ingestion of any substance, or any act which would constitute a crime against a person or public order under state law.

Failure of a person holding a professional certificate to report these prohibited acts as required under this policy constitutes an unprofessional practice.

Utah Code § 53G-8-209 (2025)

School District Location Defined—

"School district location" means in any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

3.0750.02 *CONTROLLED SUBSTANCES AND REPORTING POLICY*

Updated: 2/5/26

The use, possession or exchange of a controlled substance on any school property, in any building owned or operated by the Board or at any activity sponsored by the school whether on or off school property or within one thousand (1,000) feet of school is a violation of the law and is prohibited.

Controlled substances are defined as, but not limited to, alcohol, tobacco (including smokeless), marijuana, cocaine, heroin, or any legally controlled or non-prescribed stimulant, sedative, hallucinogen or tranquilizer which is by content so identified, regardless of name of origin.

Duty to Report Student Use or Possession of Illegal Drugs or Alcohol—

A school employee with reasonable belief that a student has used or possessed alcohol or illegal drugs, counterfeit substances, or any associated paraphernalia at a school district location, or during a school-sponsored activity, shall immediately report that fact to the school's administrator.

Utah Code § 53G-8-501 (2018)
Utah Code § 53G-8-502 (2018)
Utah Code § 58-37-8 (2025)

Notice to Law Enforcement and to Parent or Legal Guardian—

Upon receiving a report from a school employee of student use or possession of illegal drugs or alcohol, counterfeit substances, or any associated paraphernalia at a school district location, the school administrator(s) shall investigate the matter.

School authorities may search lockers, persons, or personal belongings for purposes of acquiring evidence of use, possession, or exchange of controlled substances at any time. Methods and measures used for the search are to be reasonably related to the objectives of the search and not excessively intrusive in the light of the circumstances, including the age and sex of the person involved and the nature of the infraction. When a school authority conducts a search, at least one other educator is to be present, and law enforcement may be present if possible. Use of canine (sniffing dog) will be used at any time in searches for controlled substances in all Duchesne County Schools.

If the school administrator(s) develop a reasonable belief that the student has used or possessed alcohol or illegal drugs, counterfeit substances, or any associated paraphernalia at a school district location, or during a school sponsored activity, the school administrator(s) shall contact local law enforcement and parents as soon as reasonably possible.

Immunity for Good Faith Reporting—

A school employee who, in good faith, reports student use or possession of illegal drugs or alcohol, counterfeit substances, or any associated paraphernalia at a school district location in accordance with these provisions is immune from any civil or criminal liability resulting from that action.

Utah Code § 53G-8-504 (2018)

Education—

The district will continue to provide instruction on the harmful effects of alcohol, tobacco, and other controlled substances. Reviewing and updating these instructional offerings will be continually in progress so the latest and most effective methods of instruction will be utilized.

3.0760 EMPLOYEES SUGGESTIONS PROGRAM

3.0760.01 *PURPOSE*

Issue Date: 9/12/96
Updated: 3/9/23

The Board hereby adopts and implements a program that provides District employees an opportunity to make anonymous suggestions to the Board to improve and promote education within the District.

All anonymous suggestions by employees to the board are to be sent via traditional paper mail to the current Board President.

Information about this policy, and the current address for employees to send their letter, will be provided through district communication channels.

3.0760.02 *LOG OF SUGGESTIONS*

Issue Date: 9/12/96
Updated: 3/9/23

A log shall be created of all written suggestions made by employees to the Board. The log will have two parts: one for "public" letters and one for "private" letters.

3.0760.03 *STATUS OF RECOMMENDATION*

Issue Date: 9/12/96
Updated: 3/9/23

The Board hereby classifies all entries into the employee suggestion log as "public" documents.

3.0760.04 *CONFIDENTIAL INFORMATION*

Issue Date: 9/12/96
Updated: 3/9/23

Log entries alleging inappropriate behaviors by individuals shall not provide any personally identifiable information. Any suggestion containing personally identifiable information is hereby identified as "private".

3.0760.05 *BOARD ACTION*

Issue Date: 9/12/96
Updated: 3/9/23

As a part of any regularly scheduled Board meetings, the Board shall receive a copy of the current log and may take appropriate action, if any, with respect to the suggestion

3.0800 ORDERLY SCHOOL TERMINATION FOR EMPLOYEES

3.0800.01 *DEFINITIONS*

Issue Date: 7/8/99
Updated: 11/14/19

For purposes of this policy, the following definitions apply:

"Career Employee"

Any certified employee of the District who has obtained a reasonable expectation of continued employment. A certified employee who works for the District on at least a half-time basis

becomes a career employee upon the successful completion of at least three (3) full consecutive academic school years with the District as a provisional employee (District may extend the three-year provisional status of an employee up to an additional two (2) consecutive years). If the provisional employee starts after the beginning of the school year, that school year does not count toward "career employee" status. Successful completion is determined by performance of all contractual duties within standards acceptable to the District.

An employee who has obtained a reasonable expectation of continued employment under this policy and then accepts a position with the District which is substantially different from the position in which career status was obtained shall become a provisional employee. An employee with career status who is separated from employment with the District and later returns to work with the District shall upon return be a provisional employee.

Utah Code Ann. § 53G-11-501 (2018)
Utah Code Ann. § 53G-11-503 (2018)

“Provisional Employee”

Any certified employee who has not achieved career employee status is a “Provisional Employee.” A provisional employee is an employee, who works for the District on at least a half-time basis, hired on an individual, one-year contract and who is not a temporary employee. Provisional employees have no expectation of continued employment beyond the current one-year contract term. Provisional employees are employed at will and their employment can be terminated at the discretion of the Board of Education except that provisional employees can be discharged during the term of each contract only for cause. The District may extend the provisional status of an employee up to an additional two consecutive years by written notification to the provisional employee no later than 30 days before the end of the contract term of that individual.

Circumstances under which an employee's provisional status may be extended include: (1) less-than-perfect score on a performance evaluation; or (2) receipt of complaint(s) or expression(s) of concern from a parent, co-worker, or member of the community that creates uncertainty about the employee’s professionalism, performance, or character; (3) declining student enrollment in the district or in a particular program or class; (4) the discontinuance or substantial reduction of a particular service or program; or (5) budgetary concerns.

Utah Code Ann. § 53G-11-501 (2018)
Utah Code Ann. § 53G-11-503 (2018)

“Classified Employees”

Classified Employees are all non-certified employees of the District. All classified employees are hereby designated as temporary employees who serve at will and have no expectation of continued employment.

“Temporary Employee”

Temporary employees are all employees employed on a temporary basis. Temporary employees also include those seasonal employees who are employed for less than the full academic year. An appointment of a temporary employee may not be for a period of time greater than one year. Temporary employees are employed at the will of the District and have no expectation of continued employment and their employment may be terminated at any time without cause. Temporary employees are not career employees or provisional employees as defined by Utah Code Annotated § 53A-8-102 and the policies of this District.

Utah Code Ann. § 53G-11-501 (2018)

“Contracted Service Providers”

Contracted Service Providers are individuals regardless of employment status (full or part-time) who by nature of their profession are not required to hold a professional certificate issued by the Utah State Board of Education who are paid by contract to provide specific types of services for the District but who are not employees, are not on the District payroll and do not receive the same benefits enjoyed by regular employees of the District.

“Extra Duty Contracts”

An employee who is given extra duty assignments in addition to a primary assignment, such as a teacher who also serves as a coach or activity advisor, is a temporary employee in those extra duty assignments and may not acquire career status beyond the primary assignment. There are no rights to a due process hearing if a person is released from coaching or an extra duty position. A person may be released from a coaching or extracurricular position at the discretion of the Board.

“Employee”

A person, other than the District superintendent or business administrator, who is a career or provisional employee of the District.

Utah Code Ann. § 53G-11-501 (2018)

“Contract Term or Term of Employment”

The term of employment is the period of time during which an employee is engaged by the District under a contract of employment, whether oral or written. Notwithstanding, all contracts of employment shall be in writing.

“Dismissal or Termination”

An employee shall be deemed to be discharged upon occurrence of any of the following events:

1. Termination of the status of employment of an employee.
2. Failure to renew the employment contract of a career employee.
3. Reduction in salary of an employee not generally applied to all employees of the same category employed by the District during the employee’s contract term.
4. Change of assignment of an employee with an accompanying reduction in pay unless the assignment change and salary reduction are agreed to in writing.

Utah Code Ann. § 53G-11-501 (2018)

"Unsatisfactory performance"

A deficiency in performing work tasks which may be:

1. due to insufficient or undeveloped skills or a lack of knowledge or aptitude; and
2. remediated through training, study, mentoring, or practice.
3. does not include the following conduct that is designated as a cause for termination or a reason for license discipline:
    a. a violation of work rules;

b. a violation of local school board policies, State Board of Education rules, or law;

c. a violation of standards of ethical, moral, or professional conduct; or

d. insubordination.

Utah Code Ann. § 53G-11-501 (2018)

"Part Time Employee"

Part-time employees are employed at the will of the school district and their employment may be terminated at any time without cause by the school district unless there is a written contract to the contrary. Part-time employees are those who work less than thirty (30) hours per week or are hired for seasonal or temporary purposes.

3.0800.02 *CAUSES FOR DISMISSAL*

Issue Date: 7/8/99
Updated: 4/13/23

Any employee may be suspended or discharged during a contract term for any of the following:

1. Immorality;
2. Insubordination or failure to comply with directives from supervisors;
3. Incompetence;
4. Conviction, including entering a plea of guilty or nolo contendere (no contest), of a felony or misdemeanor involving moral turpitude or immoral conduct;
5. Conduct which may be harmful to students or to the District;
6. Improper or unlawful physical contact with students;
7. Violation of District policy, State Board of Education rules, or law;
8. Unprofessional conduct not characteristic of or befitting a District employee including a violation of standards of ethical, moral, or professional conduct;
9. Manufacturing, possessing, using, dispensing distributing, selling and/or engaging in any transaction or action to facilitate the use, dispersal or distribution of any illicit (as opposed to authorized) drugs or alcohol on District premises or as a party of any District activity;
10. Current addiction to or dependency on a narcotic or other controlled substance.
11. Dishonesty or falsification of any information supplied to the District; including data on application forms; employment records or other information given to the District;
12. Engagement in sexual harassment of a student or employee of the District;
13. Neglect of duty, including unexcused absences, excessive tardiness, excessive absences, and abuse of leave policies or failure to maintain certification;
14. Deficiencies pointed out as part of any appraisal or evaluation;
15. Failure to fulfill duties or responsibilities or a violation of work rules;

16. Inability to maintain discipline in the classroom or at assigned school-related functions;

17. Drunkenness or excessive use of alcoholic beverages or controlled substances;

18. Disability not otherwise protected by law that impairs performance of required job duties;

19. Failure to maintain an effective working relationship, or to maintain good rapport with parents, co-workers, the community or colleges;

20. Failure to maintain requirements for licensure or certification;

21. Unsatisfactory performance;

22. Failure to comply with the school district computer acceptable use policy;

23. For any other reason justifying termination of employment for cause.

3.0810 TERMINATION FOR UNSATISFACTORY PERFORMANCE – PROCEDURAL DUE PROCESS

3.0810.01 *NOTICE TO CAREER EMPLOYEE OF UNSATISFACTORY PERFORMANCE*

Issue Date: 7/8/99
Updated: 11/14/19

If the District intends not to renew the contract of a career employee for reasons of unsatisfactory performance it shall:

1. Notify a career employee at least thirty (30) days prior to issuing a notice of intent not to terminate or to not renew the employee's contract that continued employment is in question and the reasons for anticipated non-renewal;

2. The Principal or designee shall provide and discuss with the career employee written documentation clearly identifying the deficiencies in performance;

3. The Principal or designee shall develop and implement a plan of assistance, in accordance with procedures and standards established by Policy, to allow the career employee an opportunity to improve performance;

4. Provide to the career employee a sufficient time period to successfully complete the plan of assistance of at least thirty (30) days but not more than one hundred twenty (120) days in which to correct the deficiencies; except the one hundred twenty (120) day limit may be extended when:

    a. a career employee is on leave from work during the time period the plan of assistance is scheduled to be implemented; and the leave was approved and scheduled before the written notice intent not to renew was provided; or

    b. the leave is specifically approved by the Board.

5. The time period to correct the deficiencies may continue into the next school year;

6. The time period to implement the plan of assistance and correct the deficiencies shall begin when the career employee receives the written notice provided under Subsection (1) and end when the determination is made that the career employee has successfully remediated the

deficiency or notice of intent to not renew or terminate the career employee's contract is given in accordance with Subsection (8);

7. The Principal or designee shall reevaluate the career employee's performance;

8. If upon a reevaluation of the career employee's performance, the district determines the career employee's performance is satisfactory, and within a three-year period after the initial documentation of unsatisfactory performance for the same deficiency pursuant to Subsection (2), the career employee's performance is determined to be unsatisfactory, the district may elect to not renew the career employee's contract.

9. If the career employee's performance remains unsatisfactory after reevaluation, the Superintendent or designee shall give notice of intent to not renew or terminate the career employee's contract, which shall include written documentation of the career employee's deficiencies in performance.

10. Nothing in this Policy shall be construed to require compliance with or completion of evaluations prior to non-renewal of a career employee's contract.

Utah Code Ann. § 53G-11-514

An employee whose performance is unsatisfactory may not be transferred to another school unless the Board specifically approves the transfer of the employee.

Utah Code Ann. § 53G-11-517

3.0810.02 *NOTICE OF INTENT NOT TO RENEW CONTRACT OF CAREER EMPLOYEE*

Issue Date: 7/8/99
Updated: 11/14/19

If the District intends not to renew the contract of employment of a career employee after giving notice that continued employment is in question, it shall:

1. Give notice that a contract of employment will not be offered for the following school year to the individual.

2. Issue notice at least thirty (30) days before the end of the contract term of the individual.

3. Serve notice by personal delivery or certified mail to the employee's most recent address shown on the district's personnel records.

3.0810.03 *NOTICE OF INTENT TO TERMINATE EMPLOYMENT DURING TERM OF CONTRACT*

Issue Date: 7/8/99
Updated: 11/14/19

If the District intends to terminate an employee's contract during the contract term, the District shall:

1. Give written notice of that intent to the employee;

2. Serve the notice by personal delivery or by certified mail addressed to the individual's last known address.

3. Serve the notice at least thirty (30) days prior to the proposed date of termination. The employee may be placed on leave during the time between notice of termination and the proposed date of termination.

4. State the date of termination and detailed reasons for termination.

5. Give notice of the individual's right to appeal the decision to terminate employment and the right to a hearing and the right to legal counsel, to present evidence, cross-examine witnesses and present arguments at the hearing.

6. Notify the employee that failure to request a hearing within fifteen (15) days after the notice of termination was either personally delivered or mailed to the employee's most recent address shown on the district's personnel records shall constitute a waiver of the right to contest the decision to terminate.

Utah Code Ann. § 53G-11-513

3.0810.04 *NOTICE OF INTENT NOT TO OFFER A CONTRACT TO A PROVISIONAL EMPLOYEE*

Issue Date: 7/8/99
Updated: 11/14/19

If the District intends not to offer a contract of employment for the succeeding school year to a provisional employee, it shall give notice at least sixty (60) days before the end of the provisional employee's contract term that the employee will not be offered a contract for a following term of employment. Because provisional employees do not have an expectation of continued employment, they do not have a right to grieve the decision not to renew employment and do not have a right to a hearing.

Utah Code Ann. § 53G-11-513

3.0810.05 *NOTICE OF INTENT TO TERMINATE OR NOT OFFER A CONTRACT TO A TEMPORARY EMPLOYEE*

Issue Date: 5/9/13
Updated: 11/14/19

Temporary employees will be given notice of a minimum of 10 working days of the termination of their employment. Because temporary employees do not have an expectation of continued employment, they do not have a right to grieve the decision to terminate or not to extend employment and do not have a right to a hearing.

3.0810.06 *EXPECTATION OF CONTINUED EMPLOYMENT IN ABSENCE OF NOTICE*

Issue Date: 7/8/99
Updated: 11/14/19

In the absence of a notice, a career or provisional employee is considered employed for the next contract term with a salary based upon the salary schedule applicable to the class of employees into which the individual falls.

This provision does not preclude the dismissal of a career or provisional employee during the contract term for cause.

Utah Code Ann. § 53G-11-513

3.0810.07 *RIGHT TO AN INFORMAL CONFERENCE*

Issue Date: 7/8/99
Updated: 11/14/19

A notice of intention not to renew the contract of a career employee or of an intention to terminate the contract of a career or provisional employee during its term must advise the individual that he or she may request an informal conference before the Superintendent or Superintendent's designee. The request for an informal conference must be made in writing and delivered to the Superintendent's within 10 days of the date on the notice of intention not to renew or notice of termination during the contract term. The informal conference will be held as soon as is practicable. Suspension pending a hearing may be without pay if the Superintendent or a designee determines after the informal conference, or after the employee had an opportunity to have an informal conference, that it is likely that the reasons for cause will result in termination.

3.0810.08 *EMPLOYEE'S RIGHT TO HEARING*

Issue Date: 7/8/99
Updated: 11/14/19

A notice of intention not to renew the contract of a career employee or of an intention to terminate the contract of a career or provisional employee during its term must also advise the individual that if after the informal conference the employee wishes a hearing on the matter, he or she must submit written notice to that effect to the Superintendent's office within five (5) days of the informal conference. If the employee wishes to not have an informal conference, but does wish to have a hearing, he or she must submit written notice to that effect within fifteen (15) days of the date on the notice of intent not to renew or notice of termination during the contract term. Upon timely receipt of the notice, the Superintendent will notify the Board, which will then either appoint a hearing examiner or hearing board or determine to hear the matter itself. In either case, the Board will then send notice of the date, time and place of hearing to the Superintendent and to the employee.

If the employee does not request a hearing within fifteen (15) days, then the employee shall have waived any right to a hearing and to contest the decision.

Utah Code Ann. § 53G-11-513

3.0810.09 *APPOINTING A HEARING EXAMINER*

Issue Date: 7/8/99
Updated: 11/14/19

If the Board of Education determines that the hearing shall be conducted by a hearing examiner or board, it shall so advise the Superintendent to appoint a board of three (3) District administrators who have no substantial knowledge of the facts of the case or select an independent hearing examiner.

In so appointing a hearing examiner or hearing board, the Board of Education may delegate its authority to the hearing officer or hearing board to make recommendations for decision to the Board of Education. The Board retains the right to make its own decision based on the factual findings of the hearing officer.

Utah Code Ann. § 53G-11-515 (2018)

3.0810.10 *RIGHTS OF EMPLOYEE AT A HEARING*

Issue Date: 7/8/99
Updated: 11/14/19

At the hearing, the employee and administration each have right to counsel, to produce witnesses, to hear testimony, to cross-examine witnesses, and to examine documentary evidence.

Utah Code Ann. § 53G-11-515 (2018)

3.0810.11 *DECISION*

Issue Date: 7/8/99
Updated: 11/14/19

Within fifteen days after the hearing, the person or entity that conducted the hearing, whether the hearing examiner, hearing board, or Board of Education, shall issue written findings and conclusions deciding the matter. These shall be provided to the employee by mail or personal delivery. The Board shall make written findings of fact upon which its action is based.

In the event the decision of the board or hearing officer is to not terminate the employment of the employee, then the employee shall be reinstated and back pay shall be paid if the employee was suspended without pay pending a hearing.

Utah Code Ann. § 53G-11-513

3.0810.12 *SUSPENSION DURING INVESTIGATION*

Issue Date: 7/8/99
Updated: 11/14/19

The active service of an employee may be suspended by the Superintendent pending a hearing if it appears that the continued employment of the individual may be harmful to students or to the District. An employee may be suspended without pay pending a hearing if the superintendent determines that the allegations against the employee are more than likely true after an informal conference with the employee. The employee shall be provided written notice of the suspension, which may be included with written notice of termination of employment during the contract term or notice of non- renewal of contract.

Utah Code Ann. § 53G-11-513

3.0810.13 *NECESSARY STAFF REDUCTION NOT PRECLUDED*

Issue Date: 7/8/99
Updated: 11/14/19

Nothing in this policy prevents staff reduction if necessary to reduce the number of employees because of the following:

1. Declining student enrollments in the district;
2. The discontinuance or substantial reduction of a particular service or program;
3. The shortage of anticipated revenue after the budget has been adopted; or
4. School consolidation.

Utah Code Ann. § 53A-8a-505 (2012)

3.0810.14 *NO VERBAL AGREEMENTS*

Issue Date: 7/8/99
Updated: 11/14/19

It is the policy of the District that all agreements with employees must be written; there are no verbal agreements because all agreements must be approved by the Board of Education. Only the Board of Education has authority to hire and fire unless such authority has been expressly delegated in writing.

3.0810.15 *NOTIFICATION TO UTAH PROFESSIONAL PRACTICES ADVISORY COMMISSION*

Issue Date: 11/14/19

The Superintendent shall notify the Utah Professional Practices Advisory Commission if an educator is determined, pursuant to an administrative action, to have had disciplinary action taken for:

1. immoral behavior

2. unprofessional conduct, or professional incompetence which results in suspension for more than one week or termination, or which otherwise warrants Commission review.

Utah Admin. Rules R277-514-5(B) (October 9, 2012)

3.0820 REDUCTION IN FORCE

3.0820.01 *PURPOSE*

Issue Date: 1/5/12
Updated: 11/14/19

The Board of Education recognizes that from time to time it may be necessary to reduce in force under certain circumstances. Any time a reduction in force becomes necessary, the primary goal of the Board is to identify those positions which can be eliminated, combined, or reduced to meet the needs of the District.

The maintenance of educational programs is the top priority when a reduction in force becomes necessary.

3.0820.02 *DELEGATION*

Issue Date: 1/5/12
Updated: 11/14/19

The Board of Education hereby delegates to the Superintendent the duty to identify which programs or positions should be eliminated, combined, or reduced whenever a reduction in force becomes necessary. In suggesting such action, the Superintendent should consider:

1. Why the Reduction in Force is necessary.

2. Which positions can best be eliminated, combined or modified to meet the educational goals of the School District.

In considering which positions to eliminate combine or modify in the best interests of education in the school district, the Superintendent may, in his discretion, consider the following factors:

1. The results of an employee's performance evaluation; and

2. A school's personnel needs.

3.0820.03 *NECESSARY REDUCTIONS*

Issue Date: 1/5/12
Updated: 11/14/19

The School District may reduce the number of employees in force, combine, or modify positions or programs for any of the following reasons:

1. Declining student enrollments in the School District;

2. Discontinuance of a particular service or program;

3. The shortage of anticipated revenue after the budget has been adopted; or

4. School consolidation.

Utah Code Ann. 53G-11-516

3.0820.04 *SCHOOL BOARD APPROVAL*

Issue Date: 1/5/12
Updated: 11/14/19

No reduction in force shall take place without approval of the Board of Education, and such approval will be documented in Board Minutes.

3.0820.05 *"LAST HIRED, FIRST FIRED" PROCEDURE FOR LAYOFFS PROHIBITED*

Issue Date: 1/5/12
Updated: 11/14/19

The District may not utilize a last-hired, first-fired procedure for layoffs when terminating District employees. "Last-hired, first-fired procedure for layoffs" means staff reduction that mandates the termination of an employee who started to work for the District most recently before terminating a more senior employee.

3.0820.06 *NOTICE*

Issue Date: 7/8/99
Updated: 11/14/19

Under normal circumstances, staff members who are to be affected by the reduction in force shall receive at least thirty (30) days notice.

3.0820.07 *SCOPE OF POLICY*

Issue Date: 1/5/12
Updated: 11/14/19

This policy applies to reduction in force of both classified and certified employees.

3.0820.08 *REDUCTION IN FORCE PROCEDURES*

Issue Date: 7/8/99
Updated: 11/14/19

If a reduction in staff is necessary, decisions will be based on the program and staffing needs of the District.

Under normal circumstances, staff members who are to be affected by the reduction in force shall receive at least thirty (30) days notice.

3.0830 MEDIATION OF CONTRACT NEGOTIATIONS

3.0830.01 *MEDIATION OF CONTRACT NEGOTIATIONS*

Issue Date: 9/12/96
Updated: 11/14/19

If the Board elects to negotiate in its sole discretion, with a professional local organization representing a majority of certificated employees of the District, either the president of the professional local organization or the Chairman of the Board may, after the parties have negotiated for ninety (90) days, declare an impasse. If the Board elects to declare an impasse, the Chairman of the Board shall deliver a written notification to the certificated employees and to the state Board of Education.

Upon declaring an impasse, or upon receiving notice of declaration of an impasse from the local professional organization, the Board shall name a third party mediator agreeable to the Board. If agreement on a third party mediator cannot be reached, between the Board and the local professional organization, the Board will request the State Superintendent of Public Instruction to appoint a mediator. The Board shall work together with the State Superintendent and the professional local organization in appointing a mediator who is mutually acceptable to the board and to the professional organization. The Board shall share equally in the cost of mediation with the local professional organization.

In the event that no agreement is reached regarding a mediator the Board shall appoint a mediator.

Utah Code Ann. § 53E-6-801

If the mediator appointed by the State Superintendent is unable to effect settlement of the controversy within fifteen (15) working days after his or her appointment, either the Board or the dispute be submitted to a hearing officer who will make findings of fact and recommend terms of settlement. The request shall be made in writing to the other party and to the State Superintendent of Public Instruction. The Board will furnish the hearing officer, on request, all relevant records, documents, and information, but only records, documents, and information that are not prohibited by state or federal law or privileged or confidential.

Ten (10) days after receiving the hearing officer's written findings and report, the Board may make the hearing officer's report public if the dispute has not been settled at that time.

Utah Code Ann. § 53E-6-802

The Board may, in its sole discretion, accept or reject the recommendations and findings of the hearing officer and make its own determination. If in the course of negotiations with the local professional organization representing a majority of certificated employees, the negotiating parties reach an impasse, the Board may, if it elects, pursue the mediation procedures adopted between the Board and the local professional organization. The Board may, in its sole discretion, accept or reject the findings and recommendations of the hearing officer and make its own determination.

3.0830.02 *DETERMINATION OF MAJORITY STATUS*

Issue Date: 11/14/19

The State Superintendent may determine majority status of a professional organization.

Utah Code Ann. § 53G-6-802(9)

3.0900 LEGAL DEFENSE OF EMPLOYEES

3.0900.01 *NOTICE OF SUIT OR THREAT OF SUIT*

Issue Date: 9/12/96
Updated: 11/14/19

In the event that any employee is sued or threatened with suit for actions which they have taken within the scope of their employment or under color of state authority as an employee of the District, they shall notify the Superintendent in writing of such action or threat. The written notice shall provide a short statement of the facts giving rise to the claim; the nature of the claim asserted; how the actions giving rise to the claim relate to the job duties of the teacher and come within the scope of employment; and a request to engage legal counsel to provide a defense to the claim. The written request must be made:

1. Within ten (10) days after service of process
2. Within a longer period that would not prejudice the District in maintaining a defense on the employee's behalf

If the employee fails to make a timely request or cooperate in the defense the District need not, in its discretion, provide the defense, pay any judgment, compromise, or settle against the employee arising from such claim.

3.0900.02 *REFERRAL TO LEGAL COUNSEL*

Issue Date: 9/12/96
Updated: 11/14/19

The Superintendent may, if the nature of the action so warrants, provide a copy of the request to provide a defense either to Risk Management or to the District's legal counsel.

3.0900.03 *LIMITATION OF OBLIGATION TO PROVIDE DEFENSE*

Issue Date: 9/12/96
Updated: 11/14/19

Nothing in this policy obligates the District to undertake a defense, pay any judgment or otherwise assume liability for actions of an employee acting outside the scope of employment with the District. In addition, the school District shall not be obligated to pay any judgments for any reckless or intentional acts of the employee. In the event that it is determined that the employee was not acting within the scope of employment at the time of the acts undertaken, and the District has provided a defense to the action, the School District employee shall reimburse the District for the expenses which it has incurred in defending the lawsuit. Nothing in this policy shall be construed to require the District to undertake a defense, against an employee or to assume responsibility for any acts which the District would not be legally required to provide because the District employee was not acting within the scope of employment.

The School District may decline to defend any action against an employee if it determines:

1. That the act or omission in question did not occur:
    a. During the performance of the employee's duties;
    b. Within the scope of employment; or
    c. Under color of authority.
2. That the injury resulted from fraud or malice of the employee; or
3. That the injury or damage on which the claim is based resulted from the influence of drugs and or alcohol.

Utah Code § 63-30-37 (3)

Within ten (10) days after receiving the request to defend the employee, the District shall inform the employee whether it will provide the defense and if it refuses to provide the defense, the basis for the refusal.

Utah Code § 63-30-37 (4)(a)

3.1000 HEALTH REQUIREMENTS AND SERVICES

3.1010 HEALTH REQUIREMENTS AND SERVICES: COMMUNICABLE DISEASES

3.1010.01 *BLOOD BORNE PATHOGENS EXPOSURE CONTROL*

Issue Date: 4/10/97

Purpose and Introduction

The purpose of this exposure control is to:

1. Eliminate or minimize employee occupational exposure to blood or certain other body fluids;

Comply with the OSHA (Occupational Safety and Health Administration) Blood borne Pathogens Standard 29 CFR 1910.1030. The intent of the new regulations is to eliminate or minimize occupational exposure to Hepatitis B Virus (HBV); Human Immunodeficiency Virus (HIV); and other blood borne pathogens.

Every employer with one or more employees must comply with the new OSHA standard to protect workers from reasonably anticipated risk of occupational exposure to the blood borne pathogens. This regulation applies only to the employees' health and safety and not to students.

3.1010.02 *EXPOSURE DETERMINATIONS*

Issue Date: 4/10/97

The District has determined that the following employees may be likely to incur occupational exposure to blood or Other Potentially Infectious Materials (OPIM). (This exposure determination is made without regard to the use of personal protective equipment, i.e. employees are considered to be exposed even if they wear personal protective equipment):

1. School Health Nurse
2. Health room aides
3. Designated CPR and first aid responders (2 in each school)
4. Special Education Teachers of the self-contained classroom
5. Teacher aides working with the developmentally delayed
6. Bus drivers for students with disabilities

Additionally, some employees in the following job classifications may have occupational exposure to blood or other potentially infectious materials. If they are designated as responsible for certain tasks or procedures:

JOB CLASSIFICATION	TASK/PROCEDURE
Principal/Assistant Principal	-first aid/CPR designated responder -crisis intervention team -transporting wounded
Clerical Staff	-first aid provider
Coaches	-first aid/CPR provider -transporting wounded students -crisis intervention

3.1010.03 *POST EXPOSURE EVALUATION*

Issue Date: 4/10/97

1. First Aid Incident Reporting

   All first aid incidents involving the presence of blood or OPIM will be reported to the school principal or designee before the end of each school day.

   The report will include the following:

a. The names of all first aid providers who render assistance, regardless of whether personal protective equipment was used;

b. The time and date of the incident;

c. The description of the incident;

d. Verification of the presence of blood or OPIM materials; and

e. A determination of whether an exposure incident occurred.

The report will be recorded on a log that is available to all employees and is provided to the school nurse upon request.

Training programs for school-designated first aid providers will include specifics of this reporting procedure.

Hepatitis B Vaccination series will be offered and available within twenty-four (24) hours to all unvaccinated first aid providers who have rendered assistance in any situation regardless of whether or not a specific "exposure incident" as defined by OSHA Standard occurred. The employee has the right to refuse.

Exposure Incidents:

The OSHA Standard defines "exposure incident" as "specific eye, mouth, other mucous membrane, skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties."

All exposure incidents as defined by the OSHA Standard are reported to the school principal or designee immediately or as soon as feasible. Exposure incidents are investigated and documented by the School Health Nurse, and the following information is provided with the referral to a Value Care provider for a confidential medical evaluation.

Exposure incident reports are to contain the following:

f. Documentation of the route of exposure and the circumstances under which the exposure incident occurred;

g. A written description of the employee's duties as they relate to the exposure incident;

h. Identification and documentation of the source individual, including consent for blood testing to determine HBV and HIV infectivity. If consent cannot be obtained, the School Health Nurse will document the reason that consent cannot be obtained.

i. When the source individual is already known to be infected with HBV or HIV, testing will not be repeated. This information will be provided to a Value Care provider.

j. All employee health records relevant to the appropriate treatment of the employee, including vaccination status.

k. A copy of 29 CFR 1910.1030

3.1010.04 *HEPATITIS B VACCINE*

Issue Date: 4/10/97

As authorized by the Superintendent and approved by the Board, the District, offers the Hepatitis B vaccine and vaccination series at no cost to those designated employees who are considered to

have occupational exposure, and in conjunction with post-exposure follow-up for all other employees who have an occupational incident involving blood OPIM. Routine post-vaccination testing is not offered.

The vaccine is made available to designated employees through the school nurse after the employee has received training and within ten (10) days for all designated new employees. The school nurse is responsible for establishing the vaccination scheduling, and the vaccine is administered by the school nurse using the approved medical protocol.

Employees also have the option of refusing the Hepatitis B vaccine and vaccination series. They must sign a waiver documenting their refusal and that they understood the significance of their action. The employee may reconsider his/her declination and must then be given the vaccine upon request.

3.1010.05 *MEDICAL EVALUATION OF EXPOSURE INCIDENTS*

Issue Date: 4/10/97

Medical evaluation to exposure incidents and follow-up will be accomplished by a Value Care provider delineated.

1. The exposed individual's blood will be collected by the school nurse within twenty-four (24) hours of the exposure incident.

2. The employee will be offered the option of having their blood collected for testing of HIV/HBV status. In the event that the employee does not consent to HIV serological testing, the blood sample will be preserved by the laboratory for ninety (90) days to allow the employee to decide if they want the blood test.

3. The Source individual's blood will be tested for HBV/HIV status, with written consent, unless written documentation of current status is provided by the source individual's health care provider.

4. Medical evaluation and counseling of the exposed employee regarding any medical conditions resulting from the exposure to blood or OPIM that require further evaluation or treatment.

5. A written opinion for the District will be provided to the Superintendent or his/her designee within seven (7) days indicating:

    a. Whether HBV vaccination is indicated for the employee and if the employee has received the initial dose of such vaccine.

    b. His/her written opinion for post-exposure follow-up consisting of the following information:

        i. A statement that the employee has been informed of the evaluation; and

        ii. A statement that the employee has been told about any medical condition resulting from exposure to blood or other potentially infectious materials which require further evaluation and treatment. (All other findings or diagnoses shall remain confidential and shall not be included in the written report.)

3.1010.06 *EMPLOYEE MEDICAL RECORDS*

Issue Date: 4/10/97

The school nurse is responsible for maintaining employee comprehensive health records as indicated below. These records will be kept in a locked file, secured to protect the employee's right to privacy. Access to these records is restricted to the Superintendent and the school nurse in accordance with the Guidelines for School Health Records.

These records shall contain the following information:

1. The name and social security number of the employee;
2. A copy of the employee's HBV vaccination status, including the dates of vaccination;
3. Any medical records relative to the employee's ability to receive vaccination;
4. Documentation of informed consent or refusal HBV vaccination.
5. A copy of the information provided to a Value Care provider including all exposure incident reports;
6. A copy of the physician's written opinion following a post-exposure medical evaluation for blood borne diseases.

In following up the management of Post-Exposure Evaluation, the School Health Nurse shall obtain and provide the employee with a copy of the evaluating physician's written opinion within fifteen (15) days of the completion of the evaluation.

Information contained in the Employee Health Record will not be disclosed or reported without the employee's expressed written consent to any person within or outside the work place except as required by law. The record will be maintained for at least the duration of employment, plus thirty (30) years.

3.1010.07 *EMPLOYEE TRAINING*

Issue Date: 4/10/97

Prescribed training is provided to all school employees at the time of initial employment and annually thereafter. The training is tailored to the educational and language level of the employee and offered during the normal work shift. The training will consist of a presentation by the school nurse or other designated person. Those who are first-aid responders will have their certification renewed annually by the designated first-aid instructor.

The School Health Nurse is responsible for maintaining the training records. These records will be kept in the employee record file at the District office and will be maintained for three (3) years from the date of training. The training records will document the following information:

1. Dates and school site of each session;
2. Content outline of the training provided;
3. Name(s) and qualification(s) of the person(s) conducting the sessions.
4. Name, social security number, job title and school work site of all persons attending the training sessions.

All employee records will be made available to the employee in accordance with *29 CFR 1910.20*.

All employee records shall be made available to the Assistant Secretary of Labor for the Occupational Safety and Health Administration and the Director of the National Institute for Occupational Safety and Health upon request.

In the transfer of records if this facility is closed or there is no successor employer to receive and retain the records for the prescribed period the Director of the NIOSH shall be contacted for final disposition.

3.1100 PROVISION OF REASONABLE WORKPLACE ACCOMMODATION TO QUALIFIED INDIVIDUALS WITH DISABILITIES

3.1100.01 *PURPOSE AND PHILOSOPHY*

Issue Date: 11/14/19

Title I of the Americans with Disabilities Act generally prohibits discrimination with respect to the terms and conditions of employment against a qualified individual with a disability, solely by reason of such individual's disability. In compliance with this Act, the Duchesne County School District (District) has established the following procedure to be followed by site administrators and supervisors in responding to requests for reasonable accommodation from qualified applicants or employees with disabilities.

3.1100.02 *MONITORING RESPONSIBILITY*

Issue Date: 11/14/19

The District Americans with Disabilities Act Coordinator (hereafter "ADA Coordinator"), will monitor and coordinate the application of this procedure.

3.1100.03 *PROCEDURES*

Issue Date: 11/14/19

Request for Accommodation

Using the "Section 504/Americans with Disabilities Act Request for Accommodation" form, the individual requesting accommodation must file a written request for reasonable accommodation with the District ADA Coordinator and may include documentation of the condition alleged to be a disability.

At no time prior to contacting the District ADA Coordinator should the site administrator/direct supervisor agree to a specific accommodation or make a financial commitment to the individual.

Determination of Eligible Disability

Upon receiving the request for accommodation, the ADA Coordinator shall promptly send the individual a letter acknowledging receipt of the request, and an explanation of the procedure regarding requests for accommodation.

If adequate documentation is not provided, or if additional documentation is required the ADA Coordinator may request that the individual complete and return a "Release of Medical Information" form.

The acknowledgement of receipt shall also inform the individual it is the policy of the District to prohibit all coercion, intimidation, and retaliation against an individual for exercising his or her rights under the Americans with Disabilities Act and Section 504 of the Rehabilitation Act and that the individual has the right to be free from such harassment.

Within ten (10) working days of the receipt of all pertinent medical documentation, the ADA Coordinator shall do one of the following:

1. determine the requesting individual has an eligible disability and proceed 11IR-102 Provision of Reasonable Workplace Accommodations to Qualified Individuals with Disabilities Page 2 of 6 to work with the individual in identifying a reasonable accommodation as outlined in Section 3.3;

2. determine the requesting individual does not have an eligible disability and is therefore not entitled to a reasonable accommodation, document such finding in writing, and send a copy of the determination, together with supporting evidence, and rights to appeal to the requesting individual; or

3. notify the requesting individual that further review of the information is necessary and promptly convene the Disability Rights Committee ("DRC") to review the request for accommodation as outlined in Section 4.

Determination of Reasonable Accommodation If the ADA Coordinator or the DRC determines the requesting individual is a qualified individual with a disability and is therefore entitled to a reasonable accommodation, the ADA Coordinator or the DRC will convene an informal, interactive meeting with the requesting individual to discuss possible reasonable accommodations. This meeting may include other District officials and association representatives as appropriate and allowed by law. During this meeting, as well as at all other phases of this procedure, the focus shall be on what the requesting individual feels is a reasonable accommodation.

Many accommodations can be accomplished on site with no need for structural changes and for minimal cost. In conjunction with the site administrator, the ADA Coordinator shall make all reasonable efforts to meet the request for accommodation at the site level.

If the requested accommodation involves expenditures that must be approved by the District's established budget approval process, the DRC will forward its written decision to the superintendent for consideration at its next scheduled meeting, before issuing any final determination to the requesting individual.

After the informal accommodation conference is conducted, the ADA Coordinator shall document in writing the outcome of the conference and any accommodation agreement that is reached by the parties.

1. Copies of the accommodation agreement shall be made available to all school personnel who have responsibility for implementing the accommodation plan.

2. Information regarding the medical condition or history of an individual requesting accommodation shall be kept in locked, confidential files separate from Human Resource Department personnel files and may be disclosed only to the following people:

    a. supervisors, managers, and school personnel who need to know the necessary restrictions on the work or duties of the individual and necessary accommodations;

    b. first aid and safety personnel, when appropriate, if the disability might require emergency treatment; and

    c. government officials investigating the District's compliance with the Americans with Disabilities Act or Section 504 of the Rehabilitation Act. 11IR-102 Provision of

Requests for accommodation that are deemed by the ADA Coordinator or the DRC to present an undue hardship for the District in that they involve "significant difficulty or expense" shall be documented in writing by the ADA Coordinator. Such documentation, a copy of which shall be provided to the requesting individual, shall include all factors considered by the ADA Coordinator and the DRC in denying the requested accommodation as an undue hardship.

No denial of a request for reasonable accommodation shall be made, and no requesting individual shall be informed of such denial, until the ADA Coordinator has discussed the proposed denial with a representative from the Utah State Office of Risk Management and, where appropriate, the school district attorney. All conversations and meetings between the ADA Coordinator and either Risk Management or the school district attorney shall be documented in writing by the ADA Coordinator.

The ADA Coordinator shall inform the Superintendent of Schools in writing of each denial of requested accommodations and the reasons for the denial.

3.1100.04 *DISABILITY RIGHTS COMMITTEE*

Issue Date: 11/14/19

If the ADA Coordinator determines that there is a legitimate question as to either the individual's disability status or the reasonableness of the requested accommodation, the ADA Coordinator shall convene the Disability Rights Committee (DRC) to review the request for accommodation.

This committee shall be composed of:

1. the ADA Coordinator;
2. a representative from Plant Operations/Facilities, as appropriate;
3. a representative from Human Resources, as appropriate;
4. a health care professional, as needed
5. risk manager; and
6. legal specialist.

In addition to receiving input from the requesting individual, the Committee may, depending on the nature of the requested accommodation, receive input from the following:

1. a School Director;
2. the site administrator;
3. a representative from the District's Augmentative Team;
4. a representative from Information Technology;
5. an individual with a related disability (where possible);
6. the Business Administrator
7. a professional association/labor union.

All meetings and discussions of the committee shall be strictly confidential. The ADA Coordinator shall instruct all Committee participants that any discussion of the matter before the Committee outside of Committee proceedings will not be tolerated.

Within five (5) working days after the DRC meets, the DRC will issue a written decision regarding the individual's request, which will be forwarded to the requesting individual by the ADA Coordinator in compliance with the provisions of this policy.

The DRC's decisions shall be binding based on a simple majority vote.

3.1100.05 *APPEAL PROCESS*

Issue Date: 11/14/19

Individuals who are dissatisfied with the decision of the ADA Coordinator and/or DRC may request reconsideration of the decision by the Superintendent, in writing, within ten (10) working days of receipt of the decision.

Appeal Meeting

Within ten (10) business days after receipt of the appeal, the Superintendent or his/her designee will meet with the Complaint to discuss the complaint and possible resolutions.

Final Response

Within fifteen (15) calendar days after the meeting, the Superintendent or his/her designee will respond in writing, and, where appropriate, in a format accessible to the Complainant, with a final resolution of the complaint. This final response shall serve as the final administrative action in the matter.

Extension of Time

Any time limits established by this policy and these procedures may be extended for good cause by mutual consent of the parties involved.

3.1100.06 *OTHER AVENUES OF REDRESS*

Issue Date: 11/14/19

The appeal process of this policy does not preclude a Complainant from seeking alternative forms of redress. At any time, an individual has the right to file a complaint with state and federal agencies in charge of enforcing the Americans with Disabilities Act. These agencies may be reached at the following addresses and phone numbers:

Utah Antidiscrimination and Labor Divisions (UALD)
160 East 300 South, 3rd Floor
PO Box 146630
Salt Lake City, Utah 84111
Phone: (800) 222-1238 or (801) 530-6801
TDD: (801) 530-7685
distrimination@utah.gov

U.S. Equal Employment Opportunity Commission (EEOC)
3300 N Central Avenue, Suite 690
Phoenix, Arizona 85012-9688
Phone: (800) 669-4000

TTY: (800) 669-6820
Online filing

3.1100.07 *DEFINITIONS*

Issue Date: 11/14/19

"Disability" means, with respect to an individual. A physical or mental impairment that substantially limits one or more of the major life activities of an individual; a record of such an impairment; or being regarded as having such an impairment. The definition of disability in this policy shall be construed in favor of broad coverage of individuals, to the maximum extent permitted by the terms of 42 U.S.C. § 12131 et seq., Americans with Disabilities Act.

"Essential functions" means those job duties that are so fundamental to the position that the individual cannot do the job without being able to perform them. A function can be "essential" if, among other things, the position exists specifically to perform that function, there are a limited number of other employees who could perform the function if it were assigned to them, or the function is specialized and the incumbent is hired based ofn his/her ability to perform it.

"Physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin and endocrine; or any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

"Major Life Activities" are those basic activities, including major bodily functions that most people in the general population can perform with little or no difficulty. Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

"Substantially limits" means an individual is unable to perform a major life activity as compared to most people in the general population. An impairment need not prevent, or significantly or severely restrict the individual from performing a major life activity in order to be considered a disability. The determination of whether an impairment substantially limits a major life activity should be made without regard to the ameliorative effects of mitigating measures.

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Reasonable accommodation" means a change in the work environment or in the way things are customarily done that would enable an individual with a disability to enjoy equal employment opportunities. There are three categories of reasonable accommodations: 1) modifications or adjustments to a job application process that enable a qualified applicant with a disability to be considered for the position such qualified applicant desires; or 2) modifications or adjustments to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability to perform the essential functions of that position; or 3) modifications or adjustments that enable a covered entity's employee with a disability to enjoy equal benefits and privileges of employment as are enjoyed by its other similarly situated employees without disabilities. Reasonable accommodation

may include but is not limited to: making existing facilities readily accessible to, and usable by individuals with disabilities; job restructuring; part-time or modified work schedules; reassignment to a vacant position; acquisition or modifications of equipment or devices; appropriate adjustment or modifications of examinations, training materials, or policies; the provision of qualified readers or interpreters; and other similar accommodations for individuals with disabilities.

"Undue hardship" means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the District.

3.1100.08 *REFERENCES*

Issue Date: 11/14/19

Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq., Americans with Disabilities Act, CFR 28 § 35.140 - Employment discrimination prohibited Americans with Disabilities Act, CFR 29 § 1630.1 et seq. - Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act

SECTION 4 - INSTRUCTION

4.0100 INSTRUCTIONAL GOALS AND OBJECTIVES

4.0110 INSTRUCTIONAL GOALS AND OBJECTIVES: INSTRUCTIONAL PROGRAMS

4.0110.01 *INSTRUCTIONAL PROGRAM IN GENERAL*

Issue date: 9/12/96

The Board shall annually review data regarding student progress in the essential elements and other pertinent information and identify areas of needed improvement. Based upon the findings of the review, the District shall make necessary adjustments in the instructional program.

4.0110.02 *VOCATIONAL/TECHNICAL PROGRAM*

Issue date: 9/12/96

The District shall evaluate vocational/technological programs each year as part of the District and school five-year plan.

4.0110.03 *GAINFUL EMPLOYMENT*

Issue date: 9/12/96

Programs designed to prepare students for gainful employment shall be evaluated to determine the extent to which the programs are:

1. Realistic in light of actual or reliably anticipated opportunities for gainful employment;
2. Suited to the needs, interests, and ability of students to acquire the knowledge and skills necessary to enter and succeed in employment in those occupations;
3. Effective in the teaching, reinforcement, and application of basic skills necessary to enter and succeed in employment in those occupations;
4. Cost effective in terms of number of students served;
5. Effective in placing students, either in employment in those occupations or continuing occupational training at the post-secondary level.

4.0110.04 *HOME ECONOMICS, TECHNICAL EDUCATION, INDUSTRIAL TECHNOLOGY, CAREER INVESTIGATION*

Issue date: 9/12/96

Approved home economics program units, technical education courses, industrial technology, and career investigation shall be evaluated to determine the extent to which the program is:

1. Realistic and effective in achieving up-to-date program objectives;

2. Suited to the needs, interests, and abilities of students to benefit from the program in which they are enrolled;

3. Effective in the teaching, reinforcement, and application of basic skills;

4. Cost effective in terms of numbers of students served and benefits derived;

5. Effective in producing student achievement of identified competencies.

4.0110.05 *INSTRUCTIONAL GOALS AND OBJECTIVES: STUDENT EDUCATION PLAN/STUDENT EDUCATION OCCUPATION PLAN*

4.0111 SEP AND SEOP DEFINITION

Issue Date: 11/14/96

"SEP" means a personalized Student Education Plan. "SEOP" means a personalized Student Education Occupation Plan. The only difference between an SEP and an SEOP is that the SEOP includes material relevant to an occupational objective of the student. Unless expressly stated otherwise, all provisions of this policy are relevant to both the SEP and the SEOP.

The SEP/SEOP process includes initial preparation, meetings with participants, evaluation of progress and modification as needed. Required participants in the SEP/SEOP conference are the student, the parent(s)/guardian and assigned District personnel.

The legislature has required school districts to establish policies for the effective implementation of an SEP/SEOP for each student at the school site.

4.0112 MANAGEMENT

Issue Date: 11/14/96

The principal, or his/her designee, shall be responsible for the SEP/SEOP process. A SEP/SEOP shall be written and on file for each student in the District. This file or portfolio, distinct from the permanent record, shall be maintained by the classroom teacher, counselor or assigned student record personnel.

4.0113 ELEMENTARY: GRADES K-6

Issue Date: 11/14/96

Two (2) SEP conferences shall be offered to District elementary students, Kindergarten through sixth (6th) grade. This conference may be scheduled at the time usually set aside for parent-teacher conferences.

The SEP shall include:

1. Statement(s) of student strengths;

2. Statement(s) indicating area(s) of improvement;

3. Student determined goal(s);

4. A parent/guardian statement of support.

4.0114 SECONDARY: GRADES 7-12

Issue Date: 11/14/96

Each secondary school (grades 7-12) shall offer its students one SEOP conference per year during which the SEOP of the student may be established and reviewed jointly by the student, parent/guardian, and teacher. A second small group conference will also be held for the purpose of goal planning and/or review. These conferences may be at the time usually set aside for the parent conferences of the year.

SEOP files for grades 7-12 shall include but are not limited to:

1. Record of at least two (2) annual conferences involving student, parent/guardian and school personnel.

2. Interest and aptitude tests or test results.

3. Evidence of career choice.

4. Job education placement plans where appropriate.

5. Consideration of graduation requirements and/or post-secondary goals.

6. Evidence of attainment of workplace skills competencies.

4.0115 PURPOSE OF THE SEP/SEOP

Issue Date: 11/14/96

The purpose of the SEP/SEOP is to express the needs and aspirations of the student, to mobilize the resources of the school to help the student reach the objectives required by the school program, and to set forth objectives which will benefit the student. It is not a binding contract between the student, student's parent/guardian and the school but is a guideline.

The SEP/SEOP may include objectives which are beyond the means or resources of the school. Objectives will include suggestions for implementation of SEP/SEOP goals including but not limited to:

1. Programs available at school and,

2. Resources and activities not available at school but which may be provided independently by parents/guardians or by students or from other sources than those of the school.

4.0116 GUIDELINES AND EXPECTATIONS

Issue Date: 11/14/96

The SEP/SEOP shall include information that recognizes the strengths and achievements of the student and includes a record of the student's progress toward the objectives in the SEP/SEOP.

The SEP/SEOP includes information in the form of:

1. Narrative or journal records
2. Scores on tests and /or grades
3. Records of goals
4. Other information which is determined to be useful

All SEP/SEOP information shall be available to the participants in the process upon reasonable notice.

A member of the school staff, whether teacher, guidance counselor or administrator, who is charged with participating in the SEP/SEOP process for a student, shall become well enough acquainted with the student to participate effectively in the process. S/he shall exert effort to recognize that student's accomplishments and strengths and assist in planning, monitoring and managing the education and career development of the student. This staff member shall participate in an ongoing parent/guardian which includes attendance at SEP/SEOP conferences.

4.0117 IMPLEMENTATION OF THE SEP/SEOP PROCESS

Issue Date: 11/14/96

Each school shall conduct staff training of the SEP/SEOP process in order to develop a repertoire of skills that are necessary for successful implementation. This training will be included in the in-service training program of the school.

An inventory of working SEP/SEOP's, which has been collected by the State Board of Education, will be made available to all staff through the school administration/counseling services.

The school principal shall have the responsibility to consider requests for resources which arise from the SEP/SEOP process. S/he will coordinate time, training, resources and assignment of school personnel in order to provide for educational requests when reasonable and possible.

The time used in the preparation and implementation of the SEP/SEOP process may take time from other school activities. It shall be authorized by the administration.

4.0118 OCCUPATIONAL PREPARATION

Issue Date: 11/14/96

A participant in the SEP/SEOP process may suggest occupational objectives that may be incorporated into the SEP/SEOP. Occupational goals in student SEP/SEOP's should be critiqued by school staff who are trained to review career or occupational preparation.

Resources in the community such as work/study programs may be added to the SEP/SEOP to assist with occupational objectives. Individual schools may enter into partnerships with private businesses to obtain additional resources for technology programs which are intended to assist student in preparation for occupations.

4.0119 REPORTING

Issue Date: 11/14/96

The District is required to make an annual report to its patrons on its activities which include the SEP/SEOP process.

§ 53A-1a-106

The principal/designee who is in charge of the SEP/SEOP process in each school shall prepare a draft report in April of each year which shall be circulated to teachers, parent/guardians, at the school for their comment. The final report shall be submitted at the end of the school year to the District. A collation of all school reports shall be submitted to the State Board of Education.

4.01110 PRIVACY

Issue Date: 11/14/96

The SEP/SEOP file is a private file and shall be made available only to participants in the SEP/SEOP process. Requests for files from other parties shall not be granted without appropriate consent from student and parents/guardians.

Portions of the SEP/SEOP file may be of a confidential nature and not disclosed to every member of the SEP/SEOP team. Such information may be included in the SEP/SEOP file with consent of school personnel who are charged with protecting the privacy of those affected by the document, and after obtaining consent of other affected parties. It is not the Board's intention to waive any of its rules governing privacy. It is the Board's intention that the SEP/SEOP be as complete as possible without reference to other documents outside the file in other school archives.

4.0110.06 *CURRICULUM: SEX EDUCATION*

Issue Date: 5/13/21 ECH

Definitions—

The following definitions apply in this policy:

1. "Curriculum materials review committee (committee)" means a committee formed at the District or school level, as determined by the Board of Education, that includes parents, health professionals, school health educators, and administrators, with at least as many parents as school employees. The membership of the committee shall be appointed and reviewed annually by August 1 of each year by the Board, shall meet on a regular basis as determined by the membership, shall select its own officers and shall be subject to the Utah Open and Public Meetings Act.

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

3. “Refusal skills” means instruction (1) in a student’s ability to clearly and expressly refuse sexual advances (by a minor or by an adult), (2) in a student’s obligation to stop the student’s sexual advances if refused by another individual, (3) informing a student of the student’s right to report and seek counseling for unwanted sexual advances, (4) in sexual harassment, and (5) informing a student that a student may not consent to criminally prohibited activities or activities for which the student is legally prohibited from giving consent, including the electronic transmission of sexually explicit images by an individual of the individual or another.

4. "Maturation education" means instruction and materials used to provide fifth or sixth grade students with age appropriate, medically accurate information regarding the physical and emotional changes associated with puberty, to assist in protecting students from abuse and to promote hygiene and good health practices.

5. “Medically accurate” means verified or supported by a body of research conducted in compliance with scientific methods and published in journals that have received peer review, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, such as the American Medical Association.

Utah Admin. Rules R277-474-2 (November 7, 2018)
Utah Code § 53G-10-402(1) (2019)
Utah Code § 53G-10-403 (2019)

Sex Education Instruction Requirement—

Subject to parental permission, a student shall receive sex education instruction on at least two occasions during the period that begins with the beginning of grade 8 and ends with the end of grade 12.

Utah Code § 53G-10-402(3)(a) (2019)

Parental Notification and Permission Form Required for Participation—

Students may not participate in any sex education instruction or instructional program unless, prior to the student’s participation, the school has on file for that student a completed parental notification form relating to that specific instruction or program which indicates that the student’s parent authorizes the student to participate. The form shall (1) explain a parent’s right to review proposed curriculum materials in a timely manner, (2) request the parent’s permission to instruct the parent’s student in identified course material related to sex education or maturation education, (3) allow the parent to exempt the parent’s student from attendance from a class period where the identified sex education or maturation instruction is presented and discussed, (4) be specific enough to give parents fair notice of topics to be covered, and (5) include a brief explanation of the topics and materials to be presented and provide a time, place and contact person for review of the identified curricular materials. Completed permission forms shall be maintained in the student’s educational records for a reasonable period of time.

Utah Code § 53G-10-402(4)(a) (2019)
Utah Code § 53G-10-403 (2019)
Utah Admin. Rules R277-474-2(8) (November 7, 2018)
Utah Admin. Rules R277-474-5(9) (November 7, 2018)

If a student is exempted from participation in sex education or maturation education, the District shall either waive the participation requirement or provide a reasonable alternative to the requirement.

Utah Admin. Rules R277-474-5(11) (November 7, 2018)

Health and Sex Education Guidelines—

All health and sex education shall stress the importance of abstinence from all sexual activity before marriage and fidelity after marriage as methods of preventing sexually transmitted diseases. The curriculum and education shall also stress personal skills that encourage individual choice of abstinence and fidelity in marriage.

At no time may instruction be provided, including responses to spontaneous questions raised by students, regarding any means or methods that facilitate or encourage the violation of any state or federal criminal law by a minor or an adult.

Nothing in this policy precludes an educator from responding to a spontaneous question provided that the response is consistent with this policy.

Utah Code § 53G-10-402(2)(b), (e)(i) (2019)

The following may not be taught in District schools:

1. the intricacies of intercourse, sexual stimulation, or erotic behavior;

2. the advocacy of premarital or extramarital sexual activity; or

3. the advocacy or encouragement of the use of contraceptive methods or devices.

Utah Admin. Rules R277-474-3(1) (November 7, 2018)
Utah Code § 53G-10-402(2)(b)(iii) (2019)

The District may, under curriculum adopted in accordance with this policy, provide instruction which includes information about contraceptive methods or devices and which stresses effectiveness, limitations, risks, and information on state law applicable to minors obtaining contraceptive methods or devices.

Utah Code § 53G-10-402(2)(b)(iv) (2019)

Sexual Abuse Prevention and Awareness—

Schools in the District may provide instruction to elementary school students on child sexual abuse and human trafficking prevention and awareness using the instructional materials approved by the State Board of Education for that purpose. However, before an individual student may receive this instruction, the student's parent must be notified in advance of the instruction and the content of the instruction and of the parent's right to have the student excused from the instruction, given an opportunity to review the instruction materials, and be allowed to be present when the instruction is delivered. A parental permission form (as outlined above) must be received for each student before that student receives the instruction. Upon the written request of a parent, a student shall be excused from the instruction.

Utah Code § 53G-9-207(4), (5) (2019)

Instructional Staff Training and In-service—

District staff who have responsibility for some aspect of sex education instruction in the District may include administrators, teachers, counselors, teacher's assistants, or coaches, but are not necessarily limited to those categories.

In their first year of service or assignment, all newly hired or newly assigned District staff who have responsibility for any aspect of sex education instruction in the District will attend a State-sponsored in-service outlining the sex education curriculum and the criteria for sex education instruction in any courses offered in the public education system.

All District staff who have any responsibility for any aspect of sex education instruction in the District will attend District training outlining the sex education curriculum and the criteria for sex education instruction in any courses offered in the public education system at least once every three (3) years.

Utah Admin. Rules R277-474-3(4) (November 7, 2018)
Utah Admin. Rules R277-474-5(1), (2) (November 7, 2018)

Sex Education Curriculum Materials Review Committee—

The Board of Education shall appoint a District Sex Education Curriculum Materials Review Committee. This committee shall be composed of parents, health professionals, school health educators, and administrators, with at least as many parent members as school employee members. The Board shall appoint and review the membership of the committee by August 1 of each year, making new appointments as necessary or appropriate.

The District Sex Education Curriculum Materials Review Committee shall meet on a regular basis as determined by the members of the committee, shall select officers, shall establish procedures for operation, shall designate a chair, and shall comply with the Utah Open and Public Meetings Act.

Utah Admin. Rules R277-474-2(1) (November 7, 2018)
Utah Admin. Rules R277-474-5(3), (4), (5) (November 7, 2018)

Review of Guest Presentations Relating to Sex Education—
Before any guest speaker or guest presenter may present any information in any District course relating to sex education instruction, the speaker and presenter and the materials to be presented must have been approved by the District Sex Education Curriculum Materials Review Committee.

The committee shall not authorize the use of any sex education instructional program which has not been previously approved for use in the District as set forth below regarding curriculum approval.

Utah Admin. Rules R277-474-5(5)(c), (6) (November 7, 2018)

Adoption of District Sex Education Instructional Materials—

The Board of Education hereby adopts for use in the schools of the District the sex education instructional materials recommended by the State Board of Education. All sex education instruction in the District shall make use of those instructional materials.

Utah Code § 53G-10-402(2)(g) (2019)
Utah Admin. Rules R277-474-4(4) (November 7, 2018)

Monitoring of Sex Education Instruction—

Each school in the District shall log and track all parental or community complaints and comments resulting from student participation in sex education instruction in the school, including disposition of any complaints made.

District administration shall compile and maintain records of parental or community complaints and comments resulting from student participation in sex education instruction in the District, including disposition of complaints, and shall provide that information to the State Superintendent upon request.

Utah Admin. Rules R277-474-5(10) (November 7, 2018)
Utah Admin. Rules R277-474-7(3) (November 7, 2018)

4.0120 INSTRUCTIONAL GOALS AND OBJECTIVES: EVALUATION OF PROGRAMS

4.0120.01 *ANNUAL EVALUATION*

Issue Date: 5/8/97

The instructional program shall be evaluated through data collection which includes, but is not limited to, the following;

1. District reading and mathematics test results
2. Nationally normed standardized achievement tests
3. Locally developed tests of mastery of essential elements
4. Evaluation of instruction through classroom observation

The Board annually shall review results of student testing, and based upon the findings of the review, the Superintendent shall identify program strengths and deficiencies and provide direction to the District in making necessary adjustments in the instructional program. A report of the Board's review and the Superintendent's recommendations shall be available to staff and to the public.

The administration shall annually review results of classroom observations and, based upon the findings of the review, the District shall make necessary adjustments to in-service training for teachers.

4.0120.02 *PRINCIPAL'S REPORTS*

Issue Date: 5/8/97

The Superintendent shall devise a schedule for principals to give periodic verbal reports to the Board regarding progress toward the educational objectives established for their respective schools. The schedule shall ensure that the Board receives reports from each principal during the academic year.

4.0200 SCHOOL YEAR

4.0200.01 *LENGTH OF SCHOOL YEAR*

Issue Date: 5/8/97
Updated: 5/7/26

The schools of the District shall be in operation for at least 990 instructional hours during each school year.

For schools awarding credit in grades 9-12, the number of credits required to graduate must equate to at least 83 class hours for one credit. The schedule must be built with this parameter as a minimum. Other schools serving Preschool to 8th grade shall adapt schedules that coincide with their community high school so that students may be transported to and from school together.

Utah Code 53F-2-102 (c)

Exceptions to the 990 hour rules include:

1. Con Amore: Students at Con Amore School are to receive as much time as possible as allowed by transportation requirements based on the minimum high school rule above.

2. The board may reallocate up to 32 instructional hours or four school days for teacher preparation time or teacher professional development and up to an additional 16 instructional hours or two school days for parent-teacher conference (or their equivalent) trade days. A reallocation of instructional hours or school days is subject to the approval of two-thirds of the members of the board voting in a regularly scheduled meeting.

Utah Code 53F-2-102 (d)

4.0200.02 *SEMESTER BASIS*

Issue Date: 5/8/97

The District shall operate on a quarter or semester basis and shall adhere to the requirements of the appropriate curriculum prepared by the State Board.

4.0200.03 *BEGINNING DATE*

Issue Date: 5/8/97

Student attendance for the first semester of the regular school term shall be established by the Board pursuant to an annually adopted calendar.

4.0200.04 *EMERGENCY/ACTIVITY DAYS*

Issue Date: 4/14/16

The annual school calendar adopted by the Board shall include exigency time for closures for emergencies, activities, or extreme weather conditions. If school is closed for these or any other reason, the instructional time missed shall be made up under the exigency time so that the minimum school program instructional requirements are met.

Utah Admin. Rules R277-419-8.B (October 9, 2012)

4.0200.05 *PARENT-TEACHER CONFERENCES*

Issue Date: 4/14/16
Updated: 2/6/25

The amount of time devoted to Parent-Teacher conferences (or their equivalent) shall be part of the yearly district calendar. When the Board approves a yearly district calendar, they also approve of the amount of time devoted to parent-teacher conferences for that school year as indicated on the calendar. The time spent for those conferences may be counted as instructional time according to State Board of Education Rule. [R277-419-4(6)]. Each school shall conduct parent-teacher conferences on dates and at times that they deem best in order to facilitate this important communication. The amount of time spent in parent-teacher conferences will be the same as the instructional time missed due to holding the conferences.

4.0200.06 *PLANS FOR COLLEGE AND CAREER READINESS*

Issue Date: 6/8/23

A "plan for college and career readiness" means a plan developed by a student and the student's parent or legal guardian in consultation with school counselors, teachers, and administrators that:

1. is initiated at the beginning of grade 7;
2. identifies a student's skills and objectives;
3. maps out a strategy to guide a student's course selection; and
4. links a student to post-secondary options, including higher education and careers. (See, Utah Code §53E-2-304 (2)(b)).

Each student shall have a personalized plan for college and career readiness (CCR Plan):

1. Each student shall complete four year plans at the beginning of the 8th grade;
2. Parents shall sign the plan; and
3. Schools shall maintain the plans.

CCR plans shall include the following student conferences:

1. In 7th and 8th grade a student shall have at a minimum one (1) individual and one (1) group conference during the two years;
2. In 9th and 10th grades a student shall have at a minimum one (1) individual and one (1) group conference during the two years;
3. In 11th and 12th grades shall have at a minimum one (1) individual and one (1) group conference during the two years; and
4. Other meetings as needed.

Time spent during the school day spent developing or conferencing regarding a CCR shall be considered part of the school day and instructional time

4.0210 HIRING PREFERENCE OF VETERANS AND VETERAN'S SPOUSES

4.0210.01 *HIRING OF VETERANS AND VETERANS' SPOUSES*

Issue Date: 5/8/97

For purposes of this Policy, "disabled veteran" shall mean an individual who served duty in the armed forces and received an honorable release therefrom, and who has a presently existing service-connected disability, or is receiving compensation, disability retirement benefits, or a pension because of a public statute administered by the Federal Department of Veterans' Affairs or a military department.

For purposes of this policy, "preference eligibility" shall be granted to any individual who has served on active duty in the armed forces for at least 180 days and who has received an honorable discharge therefrom, any disabled veteran, or a retired member of the armed forces who retired below the rank of Major or its equivalent.

For purposes of this policy, "veteran" means an individual who has served on active duty in the armed forces for at least 180 days and who has received an honorable discharge therefrom, or any person incurring an actual service-related injury or disability, even though that person has not completed 180 days of active service.

4.0210.02 *VETERANS PREFERENCE*

Issue Date: 5/8/97

When considering candidates for employment in the District, the District shall grant veteran's preference to each preference-eligible veteran or preference-eligible spouse. The Personnel Officer of the District shall add to the score of a preference-eligible person who receives a passing score on an examination, or any rating or ranking mechanism used in selecting individuals for employment in the District, the following:

1. Five percent (5%) of the total possible score if the person is a veteran;

2. Ten percent (10%) of the total possible score if the person is a disabled veteran or a Purple Heart recipient;

3. If the candidate is an eligible widow or widower, the same percentage increase that the qualifying veteran would have been entitled to.

A preference-eligible person who applies for a position that does not require an examination shall be given preference in interviewing and hiring for the position. If all other circumstances relevant to employment are equal among candidates, the preference shall be given to the veteran applying for a position with the District.

4.0300 AFTER SCHOOL DISCIPLINE

4.0300.01 *AFTER SCHOOL DISCIPLINE*

Issue Date: 5/8/97
Updated: 2/5/26

No student may be held for more than ten (10) minutes after the end of the school day as a means of disciplining the student unless parents have been notified and approve of the discipline. School personnel need to be aware of the student transportation needs to avoid disrupting a family's plan to get their child home.

4.0400 INSTRUCTIONAL RESOURCES

4.0410 INSTRUCTIONAL RESOURCES: COPYRIGHTED MATERIALS

4.0410.01 *COPYRIGHT DEFINED*

Issue Date: 9/12/96
Updated: 04/06

Copyright is a form of protection provided by the laws of the United States to the authors of original works. Copyright owners are given the exclusive rights to original works of authorship. Copyrights apply to any piece of published or unpublished creative work by an individual at the completion of his/her work. Works are protected as soon as they are "fixed in tangible form." A work is fixed when written on paper, painted on canvas, saved to a disk, recorded on tape, exposed on film, or any other method that creates a permanent record of the creation. To gain copyright protection, no notice of copyright is required, nor is registration required.

4.0410.02 *EXCLUSIVE RIGHTS*

Issue Date: 9/12/96
Updated: 04/06

Employees of the District shall comply with the provisions of the United States Copyright Law. Subject to certain specific exceptions, as stated below, the owner of a copyright has the exclusive rights to reproduce, distribute, perform or display the copyrighted work, or to authorize such reproduction, distribution, performance, or display by others.

4.0410.03 *FAIR USE*

Issue Date: 9/12/96
Updated: 04/06

An exception to the exclusive rights enjoyed by copyright owners is the doctrine of fair use. The fair use of a copyrighted work for purposes of teaching, scholarship, or research is not an infringement of copyright. The following factors shall be considered in determining fair use:

1. The purpose and character of the use, including whether the use is of a commercial nature or for non-profit educational purposes.
2. The nature of the copyrighted work.
3. The amount and importance of the portion used in relation to the copyrighted work as a whole.
4. The effect of the use upon the potential market for or value of the copyrighted work.

4.0410.04 *PERFORMANCES AND DISPLAYS*

Issue Date: 9/12/96
Updated: 04/06

A further exception shall be performance or display of a work by instructors or students in the course of face-to-face teaching activities in a classroom or other similar place devoted to instruction.

4.0410.05 *BOARD POLICY*

Issue Date: 9/12/96
Updated: 0406

The School Board of Duchesne County School District, in recognizing the importance of the copyright law of the United States (title 17 United States code), hereby notifies all employees that a willful infringement of the law may result in disciplinary action. The Duchesne County School

Board will not provide legal support in such a case where the person had been notified that the potential infringement existed and the individual still pursued utilizing the materials in a way that resulted in infringement. This statement may be restricted by state laws, local policies or negotiated employee contracts.

4.0410.06 *OPTIONAL STATEMENTS*

Issue Date: 9/12/96
Updated: 04/06

1. Duchesne County School District employees may use or reproduce copyrighted material under the provisions of the copyright law currently in force under title 17 of the United States Code.

2. Any use or e reproduction of copyrighted materials will be done either with the written permission of the copyright holder or within the bounds of "fair use" guidelines provided in the Copyright Act; otherwise, the individual responsible for use or reproduction may be liable for infringing the copyright under the existing laws.

3. The School Board of Duchesne County, in recognizing the importance of the Copyright law of the United States, (title 17, United States Code), hereby, notifies all employees that a willful infringement of the law may result in disciplinary action. In the case of a court action for damages, a finding of willful infringement would preclude the School Board of any cost or judgment rendered against the employee. The School Board is also exempt from any attorney's fees or costs incurred by the employee in conjunction with a lawsuit and may render the employee liable to the School Board for any damages that the School Board is liable to pay.

4.0410.07 *ADMINISTRATION POLICY*

Issue Date: 9/12/96
Updated: 4/06

To insure compliance by employees of Duchesne County School

District the administrator or each building shall:

1. Keep up to date on changes in the copyright laws.1.

2. Provide in-service to the staff on copyright laws.

3. Shall not knowingly allow copyright infringement to occur.

4. Demand adherence to copyright laws and establish a system of checks to ensure it is followed.

5. Support the efforts of the librarian in copyright policy.

4.0410.08 *GUIDELINES*

Issue Date: 9/12/96
Updated: 4/06

Employees who wish to use copyrighted material in any format including print, audiovisual, and electronic, ET shall follow the guidelines as set forth in this policy. These guidelines establish a minimum guaranteed fair use, not a maximum. Any use that falls within these guidelines is a fair

use; any use which exceeds these guidelines shall be judged by the five factors stated above and may be subject to challenge. Any determination regarding whether a use that exceeds the guidelines is a fair use shall rest with an appropriate court of law.

4.0410.09 *PROHIBITIONS*

Issue Date: 9/12/96
Updated: 4/06

Notwithstanding the fair use guidelines, the following shall be prohibited:

1. Copying of print materials, audiovisual materials, electronic materials, and sheet music to create or replace or substitute for anthologies, compilations, or collective works. This prohibition against replacement or substitution applies whether copies of various works or excerpts are accumulated or reproduced and used separately.

Copying of or from works intended to be "consumable" in the course of study or teaching. These works include workbooks, exercises, standardized tests, test booklets, answer sheets, and like consumable material.

Copying shall not substitute for the purchase of books, publishers' reprints or periodicals.

A higher authority may not direct copying.

Individual employees may not repeat copying of the same item from term to term.

4.0410.10 *BROADCAST PROGRAMS*

Issue Date: 9/12/96
Updated: 4/06

Broadcast programs, including commercial and public television and radio, shall not be videotaped or tape-recorded for reuse without permission, except within the following guidelines: (Off-air broadcasts are defined as those programs transmitted by television stations without charge to the general public. Only those cable programs available on (open broadcast) may be taped. For example, if you receive an NBC station locally with a regular antenna, which is open broadcast and reception is better on cable, you could tape the NBC station from cable. However, pay services such as out of town stations, HBO and Cinemax do not fall under these guidelines.)

1. A broadcast program may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained by a District school for a period not to exceed the first 45 consecutive calendar days after date of recording. At the end of that retention period, off-air recording shall be erased or destroyed.

2. Off-air recordings may be used once by individual teachers in the course of relevant teaching activities and repeated once only when instructional reinforcement is necessary during the first ten consecutive school days within the 45- calendar- day retention period. "School days" are actual days of instruction, excluding examination periods.

3. Off-air recordings shall be made at the request of and used by individual teachers and shall not be regularly recorded in anticipation of requests. No broadcast program shall be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program is broadcast.

4. A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers under these guidelines. Each such additional copy shall be subject

to all provisions governing the original recording. All copies of off-air recordings shall include the copyright notice on the broadcast program as recorded.

5. After the first ten consecutive school days, off-air recordings may be used up to the end of the 45-calendar-day retention period only to determine whether or not to include the broadcast program in the teaching curriculum and shall not be used in the District for student exhibition or any other non-evaluative purpose without authorization.

6. Off-air recording need not be used in their entirety, but the recorded programs shall not be altered from their original content. Off-air recordings shall not be physically or electronically combined or merged to constitute teaching anthologies or compilations.

4.0410.11 *DVD/VHS MATERIALS*

Issue Date: 9/12/96
Updated: 4/06

1. VHS or DVD materials offered by the N.U.E.S. center have had the appropriate fees paid for use in schools. Lists of materials available for copying are available through school librarians.

2. DVD/VHS materials bearing the "For Home Use Only" label or rented DVD/VHS materials may be used in schools only if they meet the following conditions:

    a. They are shown in a room regularly used for instructional purposes for face-to-face instruction. (They cannot be used in an auditorium unless the auditorium is used regularly for instruction.)

    b. The material is an integral part of the curriculum.

    c. The educational institution purchases a copy of the videotape.

    d. Are not used for entertainment. Videos used for entertainment purposes only, or in auditorium or multipurpose room settings, must be shown only with public performance rights.

    e. Rented materials should have a letter in writing from the renting institution granting permission for instructional use.

3. eMedia materials available through Utah's Pioneer Library may be downloaded and burned to CD/DVD format. Teachers may keep these audio-visual resources for the life of the CD/DVD, and a second copy may later be reproduced as long as the title still appears in the eMedia database.

4. Other audio-visual materials from the Internet may only be used if downloaded legally from reputable sources. Guidelines, fees, and copyright compliances as specified by sponsoring websites must be followed.

4.0410.12 *PRINT—GUIDELINES*

Issue Date: 9/12/96
Updated: 4/06

Guidelines for classroom copying of print resources in any format.

1. Single Copying for Teachers

A single copy may be made of any of the following by or for a teacher at his or her individual request for his or her scholarly research or use in teaching or preparation to teach a class:

a. A chapter from a book.

b. An article from a periodical or newspaper.

c. A short story, short essay, or short poem, whether or not from a collective work.

d. A chart, graph, diagram, drawing, cartoon, or picture from a book, periodical, or newspaper.

Multiple Copies for Classroom Use

Multiple copies (not to exceed in any event more than one copy per student in a course) may be made by or for the teacher giving the course for classroom use or discussion provided that:

e. The copying meets the tests of brevity and spontaneity as defined below.

f. The copying meets the cumulative effect test as defined below.

g. Each copy includes a notice of copyright.

4.0410.13 *PRINT – DEFINITIONS*

Issue Date: 9/12/96
Updated: 4/06

Brevity:

1. Poetry:

a. A complete poem if less than 250 words and if printed on not more than two pages or

b. From a longer poem, an excerpt of not more than 250 words.

Prose:

c. Either a complete article, story, or essay of less than 2,500 words, or

d. An excerpt from any prose work of not more than 1,000 words or 10% of the work, whichever is less, but in any event a minimum of 500 words.

[Each of the numerical limits stated in "1" and "2" above may be expanded to permit the completion of an unfinished line of a poem or of an unfinished prose paragraph.]

Illustration:

e. One chart, graph, diagram, drawing, cartoon, or picture per book or per periodical issue.

"Special" works:

f. Certain works in poetry, prose, or in "poetic prose" which often combine language with illustrations and which are intended for children and at other times for a more general audience fall short of 2,500 words in their entirety. Paragraph 2 above indicates entire works of prose less than 2,500 words may be reproduced in their entirety; however, "special works" may only be reproduced through an excerpt comprising not more than

two of the published pages and containing not more than 10% of the words found in the text thereof.

Spontaneity:

1. The copying is at the instance and inspiration of the individual teacher, and

The inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness are so close in time that it would be unreasonable to expect a timely reply to a request for permission.

Cumulative Effect:

1. The copying of the material is for only one course in the school in which the copies are made.

No more than one short poem, article, story, essay, or two excerpts may be copied from the same author or more than three from the same collective work or periodical volume during one class term.

There shall not be more than nine instances of such multiple copying for one course during one class term.

[The Brevity limitations state in "2" and "3" above shall not apply to current news periodicals and newspapers and current news sections of other periodicals]

No charge can be made to students beyond the actual cost of photocopying.

Copyrighted, syndicated cartoon characters are not to be copied.

4.0410.14 *MUSIC – GUIDELINES*

Issue Date: 9/12/96
Updated: 4/06

Permissible Uses:

1. Emergency copying to replace purchased copies which for any reason are not available for an imminent performance provided purchased replacement copies will be substituted in due course. When purchased copies are obtained, emergency copies must be destroyed.

2. For academic purposes other than performance:

   a. Multiple copies of excerpts of works may be made provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section, movement or aria, but in no case more than 10% of the whole work. The number of copies shall not exceed one copy per student.

   b. A single copy of an entire performable unit (section, movement, aria, etc.) that is, (1) confirmed by the copyright proprietor to be out of print or (2) unavailable except in a larger work may be made by or for a teacher solely for the purpose of his or her scholarly research or in preparation to teach a class.

3. Printed copies, which have been purchased, may be edited or simplified provided that the fundamental character of the work is not distorted or the lyrics, if any, altered or lyrics added if none exist.

4. A single copy of recordings of performances by students may be made for evaluation or rehearsal purposes and may be retained by the educational institution or individual teacher.

5. A single copy of a sound recording (such as a tape, disc, or cassette) of copyrighted music may be made from sound recordings owned by an educational institution or an individual

teacher for the purpose of constructing aural exercises or examinations and may be retained by the educational institution or individual teacher. (This pertains only to the copyright of the music itself and not to any copyright that may exist in the sound recording.)

4.0410.15 *MUSIC*

Issue Date: 9/12/96
Updated: 4/06

Prohibitions:

1. Copying to create, replace or substitute for anthologies.
2. Copying of or from works intended to be consumable in the course of study.
3. Copying for the purpose of a performance except as noted under Permissible Uses.
4. Copying for the purpose of substituting for the purchase of music, except as noted under Permissible Uses.
5. Copying without inclusion of the copyright notice that appears on the printed copy.

4.0410.16 *COMPUTER SOFTWARE*

Issue Date: 9/12/96
Updated: 4/06

Software is automatically protected by federal copyright law from the moment of its creation The rights granted to the owner of a copyright are clearly stated in the copyright act, which is found in title 17 of the U.S. code. The act gives the owner of the copyright "exclusive rights to reproduce the copyrighted work" and to "distribute copies of the copyrighted work." It also states that "anyone who violates any of the exclusive rights of the copyright owner is an infringer of the copyright" and sets forth several penalties for such conduct. Persons who purchase a copy of software do not have the right to make additional copies without the permission of the copyright owner, except to copy the software onto a single computer and make "another copy for archival purposes only."

Policy:

1. Computer software may be copied, or altered only in terms of the purchase agreement.
2. Only the owner may duplicate computer software.
3. Computer software may be adapted only when required to use the program.
4. Computer software may be transferred and used on another computer, only if the program is uninstalled from the original computer.
5. Computer software may be used on no more than one computer at a time. (Unless one has purchased a network, site, or district license.)
6. One copy of computer software can be made for backup or archival purposes.
7. Computer software copies cannot be leased, sold, or otherwise transferred.

8. If a school or teacher purchases a single copy of a program, they cannot make multiple copies for a computer lab nor can they load into one computer and distribute via a network to student stations. (Unless this is negotiated with the individual companies at the time of purchase.)

4.0410.17 *MULTIMEDIA—GUIDELINES*

Issue Date: 9/12/96
Updated: 4/06

1. When creating a multimedia presentation, copyright guidelines for text, music, audiovisual, and other materials apply.

2. Multimedia presentations that contain copyrighted materials must be used for face-to-face instruction, in demonstrations teaching multimedia programs, for conference presentation, or for remote instruction.

3. Any multimedia presentation that contains copyrighted materials and is used for professional training or conference material may not be shared.

4. Distribution of copies of a multimedia presentation with copyrighted material created for remote instruction must be limited.

5. A multimedia presentation containing copyrighted materials may be kept for two years only.

4.0410.18 *FAX MACHINES*

Issue Date: 9/12/96
Updated: 4/06

The fax machine is a photocopier. Current copyright guidelines for photocopying apply. Any intermediate master made to send on a fax machine must be destroyed after a successful transmission. The fax machine on the receiving end is treated as the photocopier.

4.0410.19 *CD-ROM*

Issue Date: 9/12/96
Updated: 4/06

1. A CD-ROM cannot be networked to several computers at once without a license agreement from the copyright owner.

2. Teachers and students are permitted to print out articles, quotations, etc. as part of their research for their personal use.

4.0410.20 *SCANNERS*

Issue Date: 9/12/96
Updated: 4/06

1. Scanners are considered the same as a copy machine and the same rules apply.

2. One picture, one chart, and one diagram may be scanned from a single source.

4.0410.21 *DIGITIZERS*

Issue Date: 9/12/96
Updated: 4/06

1. A work that you create through digitizing, when completed, as a whole cannot be made up of more than ten percent of someone else's work. Ninety percent must be your own.

4.0410.22 *FILE SHARING/EMAIL*

Issue Date: 9/12/96
Updated: 4/06

File sharing and emailing involve the process of sending or accessing stored files and sharing between computers. This includes downloading music, software, movies, print, etc., then sharing from one computer to another. This is only legal if:

1. You are the copyright owner.
2. The copyright owner grants permission through license agreement or written acknowledgement.
3. The material is in the public domain.
4. Use of the material is a "fair use" as defined by copyright law.

4.0410.23 *CAUTIONS*

Issue Date: 9/12/96
Updated: 4/06

1. To ensure that individuals are not illegally sharing files, one, needs to be sure that the file sharing application on his/her computer is not set to share the computer's files.
2. Before purchasing materials through the computer, check to be sure that the distributor of computer music, movies, software, etc. has permission from copyright holder to distribute through the computer.
3. After purchasing music, movies, games, software, and other multi-media, individuals need to read the license carefully. This agreement will indicate if one has the right to convert the format or to share.

4.0411 TEACHER-SELECTED MATERIAL SELECTION AND REVIEW

Duchesne County School District values the role of quality literature and media in the educational experience of students. The Board is committed to thoughtful selection and consideration of required reading and viewing materials and recognizes the rights of parents to provide suggestions of quality material and to question literature or media, which they personally consider inappropriate or harmful to their own child.

4.0411.01 *ADMINISTRATION*

Issue Date: 10/9/08
Updated: 2/8/24

Teacher-selected materials are selected by individual teachers for use as part of a particular lesson or portion of the teaching day. Materials include, but are not limited to literature, media, and online productions. Materials selected will follow District and State laws and rules, including Utah Code Ann. Section 53G-10-103. Materials will follow professional judgment and align with grade-level standards and subject matter.

Duchesne County School District recognizes the influence a teacher has, and that students may feel obligated to participate in given classroom media even if no obligation is required. For this reason, teachers must consider media carefully before including it in classroom instruction or entertainment. Teacher choices must adhere to the Duchesne County School District Reading/Viewing Standards. It is recommended that teachers have a colleague or administrator review materials to ensure appropriateness for student use in the classroom.

1. Instructional material deemed inappropriate for classroom use for any reason may be removed by the Principal or a District administrator.

2. While staying within the Utah State Core Standards, teachers should consider alternative materials at the reasonable request of parents and/or individual students. This includes whole-class presented material, individually assigned material, read-alouds, and any other media that is assigned or may induce a feeling of obligation from students.

3. Literature or media selected for individual reading or viewing by students does not fall under the guidelines of this policy.

4. Parents wishing to pull materials from the school as a whole should follow the review process outlined in the 4.0540.04 LIBRARY MATERIALS REVIEW PROCESS

5. Materials shown or distributed should comply with copyright law.

6. Presentations from individual classroom guest speakers must be approved by the school principal.

4.0411.02 *DUCHESNE COUNTY SCHOOL DISTRICT READING/VIEWING STANDARDS*

Issue Date: 10/9/08
Updated: 2/8/24

In DCSD, required literature/media selections whether presented orally or individually will meet the following criteria.

1. The selection is age appropriate for students.

2. The selection presents themes and material that coincides with the maturity level of students.

3. The selection illustrates and teaches specified objectives for learning and follows curricular framework as outlined in the Utah State Core Standards.

4. The selection will help the students better understand the content, themselves or others.

5. The selection has identifiable literary or curricular merit.

6. The selection complies with relevant state laws applicable to literature/media use in schools. (Section 53-G-10-103, Utah Code Ann.§ 76-5c-101, Utah Code Ann.§ 76-5c-101, Utah Code Ann.§ 76-5c-101)

DCSD educators are expected to adhere to the Duchesne County School District Reading/Viewing Standards as outlined herein.

4.0412 ARTIFICIAL INTELLIGENCE

4.0412.01 *ARTIFICIAL INTELLIGENCE*

Issue Date: 12/4/25

Purpose

The purpose of this policy is to provide guidance on the ethical, responsible, and educational use of artificial intelligence (AI) tools within Duchesne County School District (DCSD). This policy supports innovation and student learning while ensuring data privacy, academic integrity, and alignment with the district's mission to empower lifelong learners.

Scope

This policy applies to all DCSD employees, students, contractors, and third-party service providers who access or use AI technologies within the scope of school operations, instruction, or student learning.

1. Definition of AI

For the purposes of this policy, Artificial Intelligence (AI) refers to technologies that perform tasks typically requiring human intelligence, including but not limited to:

- Generative tools (e.g., ChatGPT, DALL·E, Google Gemini)
- Predictive analytics
- Automated grading systems
- Adaptive learning platforms
- Chatbots and voice assistants

B. Acceptable Use Guidelines

For Students:

- DCSD-approved AI tools may be used for educational purposes with teacher approval.
- Students must not use AI to cheat, plagiarize, or misrepresent their own work
- Students may not input personally identifiable information (PII) into AI systems not approved by Duchesne County School District
- Misuse of AI tools may result in disciplinary action per the Student Code of Conduct.

For Staff:

- Staff may use AI to enhance lesson planning, provide differentiated instruction, or streamline administrative tasks.

- Staff must verify the accuracy of AI-generated content before using it in instructional materials.
- AI tools should not be used as a replacement for teacher evaluation, grading judgment, or human interaction without oversight.
- Staff must follow district protocols for selecting and using DCSD-approved AI platforms, especially those involving student data.

C. Privacy and Data Protection

- All AI tools used in classrooms must comply with federal and state privacy laws and district policies.
- No AI tool may be used that collects, stores, or transmits student data without written approval from the DCSD Technology Department.
- The district prohibits uploading student names, grades, health records, or other PII to public or non-vetted AI platforms.

D. AI Tool Approval and Oversight

- The Technology Department will maintain a list of approved AI tools and platforms.
- Any new AI tools proposed for classroom or district use must be submitted for review by the district's Technology Director and Data Privacy Officer.
- Staff training on AI tools may be provided as needed to ensure responsible and effective implementation.

E. Limitations and Prohibited Use

The following uses of AI are prohibited:

- AI-generated content submitted as original student work without disclosure
- Use of AI to impersonate staff, students, or district communications
- Use of AI to generate inappropriate, harmful, or discriminatory content
- Use of AI for surveillance without explicit district authorization

F. Academic Integrity

AI use must support, rather than undermine, academic honesty. Teachers may establish classroom-specific rules regarding AI usage, and students are expected to disclose the use of AI tools when required.

G. Policy Violations

Violations of this policy may result in disciplinary action in accordance with existing district policies for students, staff, or contractors.

4.0500 INSTRUCTIONAL REQUIREMENTS

4.0510 BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION

4.0510.01 *K-12 CURRICULUM*

Issue Date: 5/8/97
Updated: 1/11/24

The District shall provide a well-balanced curriculum in accordance with state law and State Board rules. Effective instruction shall be delivered to all enrolled students, and instruction provided in the essential elements of each subject at appropriate grade levels. The essential elements represent those core knowledge, skills, and competencies all students should learn to be effective and productive members of society. The District may add elements at its discretion, but shall not delete or omit instruction in the essential elements.

4.0510.02 *GRADES K-6*

Issue Date: 5/8/97
Updated: 1/11/24

The general core curriculum in grades K-6 shall consist of:

1. English Language Arts
    a. Reading
    b. Writing
    c. Speaking
    d. Listening
2. Arts
3. Mathematics
4. Science
5. Social Studies
    a. Introductory Citizenship
    b. Values Education
    c. Principles and Practices

        Instruction in this area shall emphasize honesty, temperance, morality, courtesy, obedience to law, respect for and an understanding of the Constitution of the United States and the State of Utah, the essentials and benefits of the free enterprise system, respect for parents and home, recognition of the dignity and necessity of honest labor, and other skills, habits, and qualities of character which will promote an upright and desirable citizenry and better prepare students for a richer, happier life.

Utah Code § 53A-13-101(4)

Health Education

Physical Education

Educational Technology; including keyboarding

Library Media skills, integrated into the core subject areas

Civics and character education, integrated into the core subject areas

Utah Admin Rule 300-700-10(B)
Utah Admin Rule 300-701-3

4.0510.03 *GRADES 7-8*

Issue Date: 5/8/97
Updated:1/11/24

The general core curriculum in grades 7-8 shall consist of 20 credits (10 credits per year):

1. Language Arts – four credits (including labs)
2. Mathematics – four credits (including labs)
3. Science - four credits (if offered, including labs)
4. Social Studies – (United States History one credit and Utah History one-half credit)
5. At least one-half credit of each of the following:
    a. Arts
    b. Health Education
    c. Physical Education
    d. College and Career Awareness
    e. Digital Literacy
6. Electives – as many as needed to reach 20 total credits

Utah Admin Rule 300-7-011(B)
Utah Admin Rule 300-701-3

4.0510.04 *GRADES 9-12 GRADUATION REQUIREMENTS*

Issue Date: 5/8/97
Updated: 8/1/25

Thirty-six (36) units of credit from a list of courses approved by the Board of Education and the State Board of Education are required for graduation by DCSD schools, including:

1. Language Arts – four credits (plus required labs)
2. Mathematics – three credits (plus required labs) for graduation; four credits (plus required labs) for college-ready
3. Science – three credits
4. Social studies – three and one-half credits (beginning with the graduating class of 2030)

5. Arts – one and one-half credits
6. Healthy and Physical Education – two credits
7. Career and Technical Education – one credit
8. Digital Studies – one-half credit
9. General Financial Literacy – one-half credit
10. Electives – as many as needed to reach 36 total credits

Selected elective units of credit provide a means of specialization related to student interest and post-secondary goals.

Utah Admin Rule 300-700-11(C) (1) (3)
Utah Admin Rule 300-701-3

The District may modify a student's graduation requirements to meet the unique educational needs of the student if the student has a disability and the modifications to graduation requirements are made through the student's IEP.

Utah Admin. Rules R277-700-6(22)

4.0510.05 *FOCUSED GRADUATION PATHWAY*

Issue Date: 11/6/25

PROGRAM PURPOSE

The purpose of this policy is to outline the standards and procedures for implementing the Focused Graduation Pathway to provide eligible students with an alternative route to high school completion through the General Education Development (GED) high school equivalency exam.

PROGRAM REQUIREMENTS

A. The goal of the Focused Graduation Pathway, FGP, program is to allow students an alternate pathway to high school completion using a hybrid of in person courses and proficiency-based completion of core credits through successful passing of GED assessments.

B. The program will be overseen by the Adult Education Director for Duchesne County School District.

C. High school administrators will refer students based on the recommendations of their counselors and intervention teams using outlined eligibility criteria and individual student needs and goals.

CANDIDATE ELIGIBILITY CRITERIA

A. To be considered as a candidate for the Focused Graduation Pathway a candidate must

1. be 16 years of age or older.
2. be a junior or senior enrolled in high school
3. be significantly behind in high school credits earned with at least 9 credits behind if a junior, or at least 4.5 credits behind if a senior.

4. demonstrate a 9th grade reading level as indicated by Lexile measure, proficiency at a state or national reading assessment 9th grade or higher, or by demonstrating consistent proficiency on common summative assessment literacy checks based on text rated complex and on or above a 9th grade reading level.

5. maintain their high school enrollment with satisfactory attendance throughout the entirety of the pathway.

ENROLLMENT

Students wishing to enroll in the Focused Graduation Pathway must meet with applicable school staff to review policy and procedures. Enrollment into the Focused Graduation Pathway is voluntary. Parents must provide written consent for their student to be enrolled in the Focused Graduation Pathway. If the student is a verified unaccompanied minor, the student may sign consent.

INSTRUCTIONAL SUPPORT

Students will be enrolled in GED® prep courses for each subject area identified as a need. These classes will be taught by qualified subject area teachers. Students working towards completing equivalency exams will be required to participate in at least one preparation course.

TESTING

When the student has demonstrated readiness through a practice test or other measures, the Coordinator will ensure alerts are cleared so the student will be eligible to test at an approved testing center. A Focused Graduation Pathway student must complete a GED® exam at an approved testing center or through an online proctored test, in accordance with exam policies and procedures.

CREDITS

Core credit will be awarded to a Focused Graduation Pathway student for passing GED exams up to:

• 4.0 language arts credits for passing the Reasoning through Language Arts exam

• 3.0 social studies credits for passing the Social Studies exam

• 3.0 mathematics credits for passing the Mathematical Reasoning exam

• 3.0 science credits for passing the Science exam

Awarded credits shall be recorded on the student's transcript as Pass/Fail instead of a letter grade when official exam results are obtained by the school. The equivalency exam will be included in the description line of the transcript for each entry.

ADDITIONAL CREDITS REQUIRED TO RECEIVE A HIGH SCHOOL DIPLOMA

Students will need to complete all remaining graduation requirements to be eligible for graduation. Student enrollment and retention of Focused Graduation Pathway students will maintain enrollment in a K-12 school until they have completed the requirements for graduation, or their class has graduated.

Students will be assigned a mentor teacher or counselor to track their progress towards graduation and to set goals for post graduation.

REPORTING REQUIREMENTS

The Coordinator will annually report to the Superintendent the following: • Enrollment numbers • Completion rates • Other relevant data as determined by the Superintendent

Utah Admin Rule: R277.722.3

4.0510.06 *ELECTIVE INSTRUCTION – DRIVER EDUCATION*

Issue Date: 5/8/97
Updated: 4/14/16

Driver Education

The District hereby establishes driver education in the District as set forth in this policy, to help develop the knowledge, attitudes, habits and skills necessary for the safe operation of motor vehicles.

Utah Code § 53A-13-201(3) (2008)

Age for Written Testing

A District school offering driver education shall provide each enrolled student the opportunity to take the written test when the student is 15 years and 9 months of age. The school may permit an enrolled student to take the written test when the student is 15 years of age.

Utah Code § 53A-13-201(2) (2008)

Components of Driver Education

Driver education shall consist of both a classroom portion of instruction and a behind-the-wheel and observation portion of instruction.

Utah Code § 53A-13-201 (2008)

Classroom Training

The classroom training portion of driver education will consist of instruction, in accordance with the rules established by the State Office of Education, which will take place in a regular class during school hours, in class instruction held at the school outside of regular school hours, through the electronic high school or through community education classes.

Utah Code § 53A-13-209 (2008)
Utah Code § 53A-13-209 (2008)
Utah Admin. Rules R277-746 (November 8, 2011)

Behind-the-Wheel Training

The behind-the-wheel and observation portion of driver education will be provided by the District in accordance with the rules established by the State Office of Education.

Utah Code § 53A-13-201 (2008)
Utah Code § 53A-13-202(3) (2003)
Utah Code § 53-3-504 (2006)
Utah Code § 53A-13-209(1)(e) (2008)
Utah Code § 53-3-504 (2006)

Funding

Driver education in the District shall be solely funded through student fees and funds from the Automobile Driver Education Tax Account. However, for these purposes, the cost of driver education does not include the full-time equivalent cost of a teacher for each driver education class taught during regular school hours, or the cost of classroom space and maintenance.

Utah Code § 53A-13-202(1)(a) (2003)

The Board of Education will set the student fee required for participation in driver education in the District, which fee shall be determined by taking into consideration the costs associated with providing driver education which are not covered by reimbursements from the Automobile Driver Education Tax Account. Student fees shall also take into account costs which are not covered because of students obtaining a waiver of driver education fees.

Utah Code § 53A-13-202(7) (2003)

4.0510.07 *PASS/FAIL COURSES*

Issue Date: 5/8/97

The District may allow a student who wishes to take courses in excess of state and local requirements to take such courses on a pass/fail basis. The student shall declare intent to take the course pass/fail on the first day the course meets. Students who have a prescribed grade average shall be awarded credit, but pass/fail courses shall be excluded in computing the grade-point average.

4.0520 ACCOUNTABILITY GRADUATION REQUIREMENTS

4.0520.01 *CORE GRADUATION REQUIREMENTS*

Issue Date: 5/8/97

To graduate and earn a high school diploma, each student must satisfy the following requirements in addition to the credits required by Utah Admin Rule 277-700-1 et seq,

4.0520.02 *ACCOUNTABILITY REQUIREMENTS*

Issue Date: 5/8/97
Updated: 6/3/26

Each student in 9th-12th grades will receive up to three Accountability grades in each course.

The three areas of Accountability are:

COMPACT: This grade will be based on the Compact matrix which combines the number of classes missed and the academic grade.

CONDUCT : Each student will be on a specific Conduct level in each class. (The behavior levels correspond with the district-wide behavior intervention level system.) Students can work to improve their level at any time.

CLASSWORK: Assignments/practice work must be completed at competent levels to receive a good Accountability grade. Each teacher will decide whether to use this aspect of Accountability.

Possible ACCOUNTABILITY grades in each area are:

H - Honors
S - Satisfactory
N - Needs Improvement
U – Unsatisfactory

Beginning with the 2026-27 school year:

High school students who receive a U (Unsatisfactory) Accountability grade at the end of a term will not receive academic credit for the course that term. The student must satisfy requirements laid out by school administration to make up the U (as an H, S, or N) before credit will be granted for the course that term. The academic grade will not be affected, but it will be held in abeyance until the Accountability grade is made up. Once the Accountability grade is made up, then the academic grade will be awarded and the appropriate number of credits will be awarded on the transcript.

Students in Kindergarten through 8th grade will also follow the same Accountability system as the 9th-12 graders, but there will be no high school graduation component for grades K-8.

4.0520.03 *REMEDIATION OF UNSATISFACTORY ACCOUNTABILITY GRADES*

Issue Date: 5/8/97
Updated: 6/3/26

Schools will put in place systems of remediation for students who are at “unsatisfactory” levels of Accountability or are approaching unsatisfactory levels by being at the “needs improvement” level during an academic term. Possible interventions may include placement in study hall, meeting with administration and parents to discuss improvement, attendance contracts, conduct contracts, etc.

4.0530 EARLY GRADUATION

4.0530.01 *EARLY GRADUATION*

Issue Date: 5/8/97
Updated: 12/5/24

A secondary school student who has completed all required courses (or fulfilled district-approved demonstrated competencies) may graduate at any time with the approval of the student, the student's parent or guardian, and the school principal or a school official who is authorized by the school's principal to approve early graduation (53F-2-501).

4.0540 ONLINE COURSES

Issue Date: 7/30/26

4.0540.01 *DEFINITIONS*

Educational service provider: A third-party entity contracted by Duchesne County School District (the District) to provide courses or instructional services that generate average daily membership, count

toward graduation requirements, or provide curriculum, grading, and educator services for such courses.

Learner validated program: An educational program specifically designed for competency-based or self-paced learning where student participation is measured by demonstrated academic progress and completion of learning objectives rather than by attendance at scheduled instructional periods, and which is governed by the District policy, meeting the criteria set forth in this part.

Online course: A course delivered primarily through digital or internet-based platforms where instruction occurs outside a traditional classroom setting.

Teacher of record: A licensed educator employed by the District who has direct responsibility for a student's educational progress, maintains oversight of curriculum quality and alignment with state standards, and documents the student's academic participation and progress.

4.0540.02 *LEA ACCOUNTABILITY AND RESPONSIBILITIES*

District Oversight: The District shall maintain primary responsibility for the administration and oversight of all learner-validated programs. The Superintendent or their designee is responsible for the oversight and implementation of learner-validated program requirements, ensuring that all such programs comply with Utah law and State Board rules.

General Responsibilities: In operating a learner-validated program, the District shall:

1. Assign a licensed teacher of record employed by the District for every student membership enrolled in a learner-validated program.
2. Maintain accountability for student academic outcomes, instructional effectiveness, and ensure courses align with state core standards.
3. Monitor student academic progress, participation, and compliance with all state assessment requirements.
4. Verify that learner-validated programs maintain academic rigor similar to traditional attendance-validated programs. Online courses provided by any learner-validated programs shall be reviewed regularly.

Contractual and Material Provisions As provided by Utah Code § 53G-2-502(2): The District may contract with educational service providers or online course providers for instructional services and may provide students with necessary materials, equipment, or technology.

4.0540.03 *SPECIFIC PROGRAM REQUIREMENTS*

Learner-validated programs operated by the District must adhere to the following seven essential components:

1. Pacing Requirements: Defined standards for the pacing of learning objectives, coursework, and assessments to ensure students make adequate progress toward course completion within the school year. District sequencing guides should be followed to the maximum extent possible in all online courses.
2. Proctored Assessments: Unit assessments must be proctored to verify student identity and maintain academic integrity. Proctoring may occur in person or remotely using online proctoring tools.
3. Teacher Interaction: Regular interactions between the student and the teacher of record, conducted either online or in person will be provided for each student during the duration of each online course.

4. Student-to-Teacher Ratios: A maximum student-to-teacher ratio of 300 individual student courses to one teacher is advised to allow the teacher of record to effectively evaluate student progress.
5. Sequential Completion: Students need to sequentially complete coursework to ensure they demonstrate competence of prerequisite skills before advancing.
6. Monitoring and Validation: Teachers of record will monitor student growth, validate academic engagement, and document student progress of state core standards regularly during each online course.
7. Equivalent Rigor: All courses will flow from district curriculum guides to ensure that learning objectives, coursework, and assessments provide similar educational rigor and support compared to attendance-validated programs.

Accreditation and Standards Alignment: All courses provided through a learner-validated program shall be aligned with state core standards and be accredited through an accreditation program authorized by the Utah State Board of Education.

4.0540.04 *ENROLLMENT AND WPU REQUIREMENTS*

To qualify for Weighted Pupil Unit (WPU) generating enrollment and Minimum School Program funding for students in learner-validated programs, the District shall meet the following conditions:

A. Teacher Assignment: The District shall assign a licensed and qualified educator employed by the District as the teacher of record for each student membership.
B. Ratio Documentation: The District shall maintain and document student-to-teacher ratios for learner-validated program students that comply with District policy and State Board rule.
C. Participation Records: The District shall require and maintain documentation of student participation in instructional supports, learning activities, coursework, and assessments.
D. Compliance Submission: The District shall submit documentation demonstrating compliance with this section to the State Board of Education upon request.

4.0540.05 *PROFICIENCY-BASED WAIVERS*

Waiver Authority: The State Board of Education may grant waivers for specific program requirements (including pacing, proctored assessments, teacher interaction, student-to-teacher ratios, and sequential completion) for individual students.

Waiver Criteria: The District may apply for a waiver if it demonstrates that a student requires a modified instructional approach due to advanced proficiency, as evidenced by:

1. State-approved assessment results;
2. Documented mastery of learning objectives; or
3. Other evidence of proficiency approved by the State Board.

Limitations on Waivers: A waiver granted for proficiency does not waive the requirement for a teacher of record, nor does it waive the requirement for the teacher of record to monitor student growth, validate engagement, and document progress toward state core standards.

Utah Code Ann. § 53G-2-502 (2026)

4.0550 LIBRARY MATERIALS POLICY

Issue Date: 9/8/22

4.0550.01 LIBRARY POLICY

A. Duchesne County School District libraries support and enhance student learning. DCSD values libraries, media centers, and library staff who select, maintain, and preserve rich repositories of balanced, relevant, age appropriate, and varied educational sources for students.

B. Responsibility for the reading, listening and viewing of library media materials and accessing internet resources by children rests with parents/guardians, the library media specialist and school staff members. The parents/guardians are invited to consult with the library media specialist to find materials they feel are appropriate for their children. Legal guardians may request a record of their student's checkout history from library personnel.

C. This policy specifies the process for identifying materials to be included or disqualified from use in libraries and schools based on Section 53G-10-103, Sensitive Instructional Materials, state and federal law, Board Rule R277-217, Educator Standards and LEA Reporting, or based on age appropriate content.

4.0550.02 SELECTION OF MATERIALS FOR LIBRARY COLLECTION

A. The responsibility for final material selection rests with library personnel under direction of the governing board of DCSD using the following criteria:

1. Overall purpose and educational significance;
2. Legality; and consistency with 4.0540.04 F;
3. Age and developmental appropriateness;
4. Timeliness and/or permanence;
5. Readability and accessibility for intended audience;
6. Artistic quality and literary style;
7. Reputation and significance of author, producer, and/or publisher;
8. Variety of format with efforts to incorporate emerging technologies;
9. Quality and value commensurate with cost and/or need;

B. Electronic databases and other web-based searches and content will be filtered through the DCSD state-required internet filter. This policy does not cover outside material, companies, databases, etc that are not managed by DCSD.

C. Gifts and donations will be reviewed following selection criteria and will be accepted or rejected using the same criteria.

4.0550.03 LIBRARY COLLECTION MAINTENANCE

A. Library materials will be maintained consistent with the criteria listed in 4.0540.02 A.2, state and federal laws, including Utah Code Ann. Section 53G-10-103

B. The school librarian or designated specialist will inventory the school library collection and equipment regularly.

1. The inventory may be used to determine losses and remove damaged or worn materials to be considered for replacement.

2. The inventory may also be used to deselect and remove materials that are inconsistent with the law, inconsistent with the criteria in 4.0540.02.A.2, or that are no longer relevant to the curriculum or of interest to students. Materials deselected due to their inconsistency with the law, will be communicated to all similar grade level schools in the district.

3. Identify gaps or deficits in the library's collection.

4.0550.04 LIBRARY MATERIALS REVIEW PROCESS

A. This review process is also applicable to Teacher-selected materials as per 4.0411.01 (4)

B. DCSD will ensure that each school within the district approves a least-restrictive, transparent process for a library materials review request to be made in physical or electronic formats.

C. Requests for review may be discontinued if the request is due to a sensitive materials infraction claim and the school librarian or designated specialist determines the claim is founded based on 4.0540.04.E of this policy. The librarian will then deselect and remove the material as outlined in 4.0540.03.B.2

D. A library materials review request of a material may only be made by:

1. a legal guardian of a student that attends the school;

2. a student who attends the school;

3. an employee of the school; or

4. a member of the LEA Board.

E. The requestor must have read the book or viewed the material before the review can go to the review committee.

F. If challenges become unduly burdensome, the district may limit the number of challenges an individual may make in the course of a school year.

G. Section 53G-10-103) references three applicable definitions of "pornographic or indecent material." Pornographic or indecent material means any material defined as harmful to minors in Section 76-5c-101, described as pornographic in Section 76-5c-102, or described in Section 76-5c-207. If a school library book meets the definition of **any** of these three standards (1a, b, and c below) then the book should be removed from a school library. A library materials review may be based upon the concern that (1) the material is a sensitive material as defined in Section 53G-10-103, or (2) upon concerns with age-appropriateness of content.

1. Concerns that the material is a sensitive material as defined in Section 53G-10-103

a) Utah Code Ann.§ 76-5c-101: "Harmful to minors" means that quality of any description or representation, in whatsoever form, of nudity, sexual conduct, sexual excitement, or sadomasochistic abuse when it:
(i) taken as a whole, appeals to the prurient interest in sex of minors; (ii) is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable material for minors; and (iii) taken as a whole, does not have serious value for minors.

b) Utah Code Ann.§ 76-5c-102: Any material or performance is pornographic if: (i) The average person, applying contemporary community standards, finds that, taken as a whole, it appeals to prurient interest in sex; (ii) It is patently offensive in the description or depiction of nudity, sexual conduct, sexual excitement, sadomasochistic abuse, or excretion; and (iii) Taken as a whole it does not have serious literary, artistic, political or scientific value.

c) Utah Code Ann.§ 76-5c-207: "Description or depiction of illicit sex or sexual immorality" means:

(1) (a)(i) human genitals in a state of sexual stimulation or arousal; (ii) acts of human masturbation, sexual intercourse, or sodomy; (iii) fondling or other erotic touching of human genitals or pubic region; or (iv) fondling or other erotic touching of the human buttock or female breast…

(2) (a) Subject to Subsection 2(c), this section and Section 76-10-1228 do not apply to any material which, when taken as a whole, has serious value for minors. (b) As used in Subsection (2)(a), "serious value" means having serious literary, artistic, political, or scientific value for minors, taking into consideration the ages of all minors who could be exposed to the material. (c) A description or depiction of illicit sex or sexual immorality as defined in Subsection (1)(a)(i), (ii), or (iii) has no serious value for minors. The review committee may consider assessing the materials "as a whole" when analyzing materials under UCA 76-5c-207. (as noted in Attorney General's June 2022 letter)

2. Concerns with age-appropriateness of content.

H. The identity of the requestor will be protected and kept confidential from all individuals outside of the review process outlined in this policy, to the extent possible. Anonymous requests will not be considered.

I. The district will ensure each school provides access to a Library Materials Review Request Form (See Appendix A).

J. The requestor must provide all information requested on the form including the requestor's complaint or objection to the library material.

K. The material that is subject to a review request due to a sensitive materials infraction (referred to as "Subjective sensitive material" in 53G-10-103) claim will have restricted access by maintaining the material behind the circulation desk or requiring an access code for digital materials until the processes described in this policy are completed. Access is limited to students with prior legal guardian permission only.

L. The material that is subject to a review request due to an age-appropriateness infraction claim will remain wholly accessible during the review process.

M. The material's access level will be consistent in all schools within the district until a final determination is made regarding the material.

N. Upon receipt of a request for review, the school administrator or designee will acknowledge the receipt of the request and review the request with the school librarian or designated specialist. If the request is found to fall within 4.0540.04.B of this policy, the request will be discontinued and 4.0540.03.B.2 protocol will be followed. If the request is not found to fall within 4.0540.04.B of this policy, then the school administrator or designee will, create a case number for the review, and convene a Review Committee within a reasonable time according to the procedure outlined below:

1. A Review Committee will include seven voting members and one facilitator who does not vote.

2. Members of the committee will include:

a) a facilitator chosen by district administration (who does not vote);

b) one administrator or designee chosen by district administration;

c) one licensed teacher who is currently teaching English language arts or a subject relevant to the challenged material chosen by district administration;

d) one licensed teacher-librarian or school librarian chosen by district administration; and

e) four legal guardians of current students from a variety of schools in the district who are current members of their school community council. Priority will be given to those who are the chair of their school community council.

O. The Review Committee will determine the amount of time needed for an adequate review of a material to make a thorough and thoughtful decision and inform the requestor of the determined timeline with a preference for 30 school days where possible and no longer than 60 school days.

P. The Review Committee may request that the DCSD board determine the maximum amount of time allowed for review and determination.

Q. Members of the Review Committee will receive materials to complete the review process, including the following:

1. access to the complete work that includes the material being challenged;

2. a copy of the Materials Review Request form;

3. a copy of this policy

4. relevant information about the title compiled and shared by the library staff, including reason for initial approval of the material; and

5. recorded public comment as described below in Subsection S.

R. Prior to a decision of the Review Committee the district will provide an opportunity for public comment regarding the material at a governing board meeting.

S. The district will provide notice to the community about the opportunity to provide public comment and include the name of the material that is the subject of the materials review at least 48 hours prior to the scheduled meeting for public comment.

T. The district will record all public comments, including written comments received, and make those comments available to the Review Committee within 48 hours of the public comment meeting.

U. The Review Committee will schedule meetings as determined by the Review Committee and maintain minutes of each meeting.

V. The notes from each meeting will be retained by the district and the school conducting the review along with all relevant documentation and the final determination.

W. The Review Committee will determine whether the material constitutes sensitive material consistent with Section 53G-10-103, this policy, and the guidance letter provided by the Attorney General's Office dated June 1, 2022 and/or determine if the material is age-appropriate.

X. In deciding whether the material constitutes sensitive material, the Committee must consider all elements of the definitions of pornographic or indecent materials as defined in 4.0540.02.E and Utah Code Sections 76-5c-208, 76-5c-101, 76-5c-102, and 76-5c-207. If a school library book meets the definition of **any** of these standards then the book should be removed from a school library.

1. Utah Code Ann.§ 76-5c-101: "**Harmful to minors**" means that quality of any description or representation, in whatsoever form, of nudity, sexual conduct, sexual excitement, or sadomasochistic abuse when it:
(i) taken as a whole, appeals to the prurient interest in sex of minors; (ii) is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable material for minors; and (iii) taken as a whole, does not have serious value for minors.

2. Utah Code Ann.§ 76-5c-102: Any material or performance is pornographic if: (i) The average person, applying contemporary community standards, finds that, taken as a whole, it appeals to prurient interest in sex; (ii) It is patently offensive in the description or depiction of nudity, sexual conduct, sexual excitement, sadomasochistic abuse, or excretion; and (iii) Taken as a whole it does not have serious literary, artistic, political or scientific value.

3. Utah Code Ann.§ 76-5c-207: "Description or depiction of illicit sex or sexual immorality" means:

   a) (i) human genitals in a state of sexual stimulation or arousal; (ii) acts of human masturbation, sexual intercourse, or sodomy; (iii) fondling or other erotic touching of human genitals or pubic region; or (iv) fondling or other erotic touching of the human buttock or female breast…

   b) (i) Subject to Subsection 2(c), this section and Section 76-10-1228 do not apply to any material which, when taken as a whole, has serious value for minors. (ii) As used in Subsection (2)(a), "serious value" means having serious literary, artistic, political, or scientific value for minors, taking into consideration the ages of all minors who could be exposed to the material. (iii) A description or depiction of illicit sex or sexual immorality as defined in Subsection (1)(a)(i), (ii), or (iii) has no serious value for minors. The review committee may consider assessing the materials "as a whole" when analyzing materials under UCA 76-5c-207. (as noted in Attorney General's June 2022 letter)

Y. In deciding whether the material is age appropriate due to vulgarity, violence, or content, the Committee must consider the material taken as a whole and consider whether it has serious literary, artistic, political, or scientific value for minors, which may include the following objective criteria:

1. reliable, expert reviews of the material or other objective sources;

2. committee members' experience and background; and

3. community standards.

Z. In deciding whether the material taken as a whole has serious literary, artistic, political, or scientific value as described in Subsection X, the Committee should consider that:

1. serious value does not mean any value; and

2. greater protections should exist concerning content for a library in an elementary or middle school setting.

AA. The Review Committee will make a final determination of a reviewed material by determining one of the following:

1. **Retained**: the determination to maintain access in a school setting to the challenged material for all students.

2. **Restricted**: the determination to restrict access in a school setting to the challenged material for certain students as determined by the Review Committee.

3. **Removed**: the determination to prohibit access in a school setting to the challenged material for all students.

BB. The decision of the Review Committee will be determined by majority vote. Specifically, at least four members of the committee must vote for the same choice (retained, restricted, removed).

CC. The Review Committee will include in their final determination a recommendation as to which, if any, schools in DCSD may retain or restrict the book depending on the ages the school typically serves.

CC. A material may not be challenged again for three school years following the Review Committee's determination.
1. The School Board may choose to revisit the determination at any time.

DD. The final determination of the Review Committee will be communicated to the requestor and appropriate employees within 5 school days of the decision being made.

EE. The district will maintain a list of all materials that receive a "removed" determination and make the list available to similar-age schools within the district as well as to parents through the district website.

FF. The district will communicate to the state board the sensitive material challenge and the final determination regarding the allegation.

GG. Decisions of all challenged books will be communicated to similar-age schools within the district whether retained, restricted, or removed.

HH. If an individual makes three unsuccessful challenges during a given academic year, the individual may not trigger a sensitive material review during the remainder of the given academic year.

4.0550.05 APPEALS PROCESS

A. The original requestor or another individual who was not on the Review Committee may appeal the determination of the Review Committee in writing to the school principal or district

superintendent within 15 business days of receipt of the Review Committee's final determination using an Appeal Request Form (See Appendix B).

B. If an appeal is filed, the school board will act as the Appeals Committee.

1. The school board (Appeal Committee) may add legal guardians or school administrator member(s) who did not participate in the initial Review Committee, only as necessary to have an odd number of members.

C. If there is not an appeal of the Review Committee's recommendation, the Review Committee's recommendation is the final determination for the challenged material.

D. The Appeals Committee will determine the amount of time needed for an adequate review, not longer than 60 school days and a preference for 30 school days, of a material required to make a thorough and thoughtful decision.

E. Members of the Appeals Committee will receive materials to complete the review process, including the following:

1. a copy of the material;

2. a copy of the Materials Review Request form;

3. all meeting minutes;

4. the Review Committee's final recommendation;

5. any other documents considered part of the administrative record related to the Review Committee's proceedings including all recorded public comments as described in 4.0540.04.P above.

F. The Appeals Committee will schedule meetings as needed, as determined by the Appeals Committee and maintain minutes of each meeting.

G. The notes from each meeting will be retained by the district, along with all relevant documentation and the final determination by the Appeals Committee.

H. The Appeals Committee may make a final determination of a reviewed material as follows:

1. **Retained**: the determination to maintain access in a school setting to the challenged material for all students;

2. **Restricted**: the determination to restrict access in a school setting to the challenged material for certain students;

3. **Removed**: the determination to prohibit access in a school setting to the challenged material for all students.

I. The decision of the Appeals Committee will be determined by majority vote. Specifically, the majority of members of the committee must vote for the same choice (retained, restricted, removed). A primary vote may be needed to narrow it down to two options, followed by a final vote to determine a majority.

J. The Appeals Committee will include in their final determination a recommendation as to which, if any, schools in DCSD may retain or restrict the book depending on the ages the school typically serves.

K. A material may not be challenged again for three school years following the Appeal Committee's determination
   1. The School Board may choose to revisit the determination at any time.

L. The final determination of the Appeals Committee will be communicated to the requestor and appropriate employees within 10 days of the determination.

M. The district will maintain a list of the determinations by Appeals Committee and make the list available to all schools within the district or by public request.

N. The district will communicate to the state board the sensitive material challenge and the final determination regarding the allegation.

4.0550.06 FINAL PROCEDURAL REVIEW

A. The requestor in V.A., may petition the USBE for a procedural review of the Appeals Committee's decision.

B. The USBE will review the petition and determine if a procedural review is warranted, to determine whether the LEA correctly followed its library materials review policy referred to in Rule R277-628.

C. That determination may include the USBE's decision to have the appeal considered initially by a USBE Committee or a panel of USBE members.

D. If the USBE determines in USBE's procedural review that the LEA did not correctly follow its materials review policy, it will return the appeal to the LEA with direction to repeat its review process in compliance with its library materials review policy referred to in Rule R277-628.

E. The USBE will make a final written appeal decision no more than 60 school days after the USBE's determination that the appeal satisfies the criteria for USBE review.

F. This USBE review decision is final.

4.0550.07 COMMUNICATION

A. An easily accessible webpage on the public website for the district will be updated and available prior to the beginning of each school year to inform teachers, staff, students, and parents/legal guardians of the following:

1. A Materials Review Request Form (See Appendix A);

2. An Appeal Request Form (See Appendix B);

3. This Library Policy.

Appendix A

LIBRARY MATERIALS REVIEW REQUEST FORM - DUCHESNE COUNTY SCHOOL DISTRICT

(The form may also be used for a Teacher Materials Review Request if requester is wanting the decision to affect more areas of the school than just the classroom - as per 4.0411.01 (4))

Title of the book/material:

Author:

Name of person requesting the review:

Telephone:

Address:

City:

Zip:

Email:

1) Name of the school where the book/material is housed:

2) What is your affiliation with the school?

3) Are you asking the committee to remove the book/material?

4) Have you personally read (or viewed) the entire book (or media)?

5) What concerns you about this book/material? *(Please provide examples, page numbers, links, or any other information to help in locating or identifying content of concern. Please attach additional pages as needed and any images or other corroborating evidence.)*

Signature: _____ Date: _____

** Please deliver this form to the school principal or the district office.*

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Appendix B

APPEAL REQUEST FORM - DUCHESNE COUNTY SCHOOL DISTRICT

To appeal the decision of a previous library materials review

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Title of the book/material:

Author:

Name of person appealing the previous decision:

Telephone:

Address:

City:

Zip:

Email:

1) Name of the school where the book/material is housed:

2) What is your affiliation with the school?

3) Please provide a written statement setting forth your rationale to appeal the School Committee's decision regarding the book/material (attach additional pages as needed).

Signature: _____ Date: _____

** Please deliver this form to the school principal or the district office.*

4.0600 SPECIAL PROGRAMS

4.0610 SPECIAL PROGRAMS: SPECIAL EDUCATION

4.0610.01 *PROVISION OF SPECIAL EDUCATION*

Issue Date: 9/12/96
Updated: 1/4/22

Eligible students with disabilities shall enjoy the right to a free appropriate public education, which may include instruction in the regular classroom, instruction through special teaching, or instruction through approved contracts. The District shall be responsible for providing education and related services to eligible students in the least restrictive environment. Students with disabilities shall have the opportunity to participate in educational programs and activities with students without disabilities. To be eligible for special education services, a student must have been determined to have one or more of the disabilities listed in federal regulations or in state law.

Utah Code § 53E-7-202 (2019)

4.0610.02 *DEFINITION OF STUDENTS WITH DISABILITIES*

Issue Date: 9/12/96
Updated: 1/4/22

"Students with disabilities" means students between the ages of 3 and 22, inclusive, with educational disabilities as established by federal and state regulations (orthopedic impairment or other physical impairment, hearing impaired, visually impaired, intellectually disabled, emotionally disturbed, specific learning disabled, speech/language disabled, developmentally delayed, autistic, or multiply disabled).

Utah Code § 53E-7-201(1), (5) (2019)

4.0610.03 *STUDENTS TURNING 22 DURING SCHOOL SESSION*

Issue Date: 1/4/22

When a student with a disability turns 22 years old during the school year, and the student has not graduated from high school with a regular diploma, the student's entitlement to services is extended to the end of the school year.

Utah Code § 53E-7-201(5)(b) (2019)

4.0610.04 *CHILD IDENTIFICATION*

Issue Date: 9/12/96
Updated Date: 1/4/22

The District shall maintain a system for identifying children with disabilities who are in need of special education services. This system includes a program to inform the public annually of educational opportunities, which are available to those with disabilities.

4.0610.05 *PARENTAL PARTICIPATION IN SPECIAL EDUCATION COMMITTEE*

Issue Date: 9/12/96
Updated Date: 1/4/22

The District shall maintain documentation to indicate the extent of parent participation in the student's Individual Educational Plan (IEP) development and parent agreement or disagreement with the IEP.

If the parent is unavailable or refuses to cooperate in an IEP meeting, the District may proceed in its responsibilities for the student's education after the avenues in federal regulations have been exhausted. Efforts to contact or include the parent shall be documented. If the parent refuses to consent to initiation of formal evaluation procedures or initial special education placement, the District may pursue the courses of action available in state and federal statutes and regulations.

4.0610.06 *SURROGATE PARENTS*

Issue Date: 9/12/96
Updated Date: 1/4/22

The District shall determine when surrogate parents are to be assigned and provide for their assignment in accordance with the criteria in federal regulations.

4.0610.07 *PARENTAL NOTICE*

Issue Date: 9/12/96
Updated Date: 1/4/22

Whenever, under federal rules, written notice to parents within a reasonable time is required, "reasonable time" shall be defined as at least five (5) school days unless otherwise established by federal or state law. The parent may agree to waive the five (5) school day notice period.

4.0610.08 *INDIVIDUAL EDUCATION PLAN (IEP)*

Issue Date: 9/12/96

The IEP developed for each student shall include all the elements required by state and federal regulations and shall be completed and in place in the time required by federal and state law and regulations. Signatures of the participants present and an indication of agreement or disagreement with the decisions of the committee shall be a part of the IEP.

4.0610.09 *LEAST RESTRICTIVE ENVIRONMENT*

Issue Date: 1/4/22

To the greatest extent appropriate for the individual student, students with disabilities shall:

1. Remain in the regular education program with special education support services, supplementary aides, or other special arrangements, if needed.

2. Be educated to the maximum extent appropriate with students who do not have disabilities.

3. Be provided opportunities to participate in school activities on the same basis as students without disabilities.

4. Be offered an opportunity for interaction with students without disabilities on a regular basis.

4.0610.10 *INSTRUCTIONAL DAY*

Issue Date: 9/12/96
Updated Date: 1/4/22

An instructional day commensurate with that of without disabilities shall be available to students with disabilities.

4.0610.11 *UTAH SCHOOL FOR THE BLIND AND SCHOOL FOR THE DEAF*

Issue Date: 9/12/96
Updated Date: 1/4/22

Prior to consideration of the student's educational placement for special education services, the District shall inform each parent of a visually or auditorily disabled student that a representative from the Utah School for the Deaf or Utah School for the Blind can assist in developing the student's IEP and make recommendations for placement.

4.0610.12 *STUDENTS IN UTAH STATE DEPARTMENT OF SOCIAL SERVICES FACILITIES*

Issue Date: 9/12/96
Updated Date: 1/4/22

If a Utah Department of Social Services approved residential care and treatment facility that does not have an education program is located within the District boundaries, the District may contract to provide special education to eligible students with disabilities residing in the facility.

4.0610.13 *PLANNING AND EVALUATION*

Issue Date: 9/12/96
Updated Date: 1/4/22

The District's efforts to continuously improve its programs and services in accordance with accreditation requirements shall include elements of special education. The District shall evaluate the effectiveness of its special education program as part of the evaluation information maintained by the District and reported to the public.

CLARIFICATION OF SPECIAL EDUCATION POLICIES IN THE DISTRICT IS CONTAINED IN THE DUCHESNE COUNTY SCHOOL DISTRICT SPECIAL EDUCATION POLICY AND PROCEDURES MANUALK.

4.0611 SPECIAL PROGRAMS: TITLE ONE

4.0611.01 *STATEMENT OF PHILOSOPHY*

Issue Date: 9/12/96

Duchesne County School District is committed to the goal of providing quality education for every student in the district. To this end, the District commits to ensure equivalence among the

school in staffing, curriculum materials and instructional supplies. Implementation of Public Law 103-382, (Improving America's Schools Act); will be ensured by the District's Title One program.

4.0611.02 *PARENT / GUARDIAN INVOLVEMENT*

Issue Date: 9/12/96
Updated: 11/7/24

Parents/guardians of the students in Title I have the opportunity to participate in the design and implementation of the program.

1. Each school participating in the Title I Program will conduct a general orientation meeting for parents/guardians of Title I students. The purpose of the meeting is to discuss with parents the programs and activities carried out with Title I funds, to inform them of their right to consult in the design and implementation of the program, and to help them become familiar with the purpose of the Parent Advisory Council.

2. Parents/guardians will be notified in a timely manner when their child is selected for participation in Title I. The criteria for student participation in Title I will be explained.

3. Volunteer participation in program activities will be arranged as needed.

4. Parents will be encouraged to be actively involved in their children's education by attending individual parent conferences that are scheduled at least two times each year.

5. Reports of student progress will be made available to parents formally at least three times per year through a report card and/or conference, and more frequently on an informal basis through varied methods including such things as graded papers, projects, and tests, notes or calls home, and/or updated individual student on-line reports. Parents are encouraged to contact teachers regarding their student's progress and to schedule appointments at times other than conferences. If needed, a translator may be provided.

6. Schools shall be expected to keep parents informed about school events, schedules, rules and other important activities. Information shall be provided to parents on a regular basis using varied formats such as newsletters, memos, telephone calls, emails, or on-line calendars and announcements.

7. Teachers will be expected to inform parents about curriculum, classroom requirements, and expectations. Each teacher will distribute to parents and students disclosure documents at the beginning of each school year. Disclosure documents will include basic requirements for the class, standards and skills to be learned, instructional material to be used, grading practices, special rules or conditions to be met, and other appropriate information. Information, to the extent that is practical should be in a language and format that can be understood by the parents.

8. All schools will be encouraged (Title I schools are required) to involve parents in the development of a Parent Compact which outlines the responsibilities of each entity in the educational process of the school. Students benefit when all parties with whom they are involved work collaboratively for their success. In accordance with this policy, Parent Compacts shall be reviewed, updated, and approved annually by the School Community Council, and such review will be noted in minutes of the meeting.

9. Title I schools, under federal law, have additional specific responsibilities, which relate to parent communication and involvement. These include the following:

    a. Incorporation of all school level parent involvement policy requirements as outlined in Federal Law.

b. Providing assistance to parents to help them understand such topics as the state's academic content and academic achievement standards;

c. Communicating information to parents about the school and their school's progress in a timely fashion and a manner that parents can understand.

d. Coordinating parent involvement activities with other programs in which their student may be involved, such as Head Start.

e. Informing parents about their right to know the qualifications of the teachers and paraprofessionals working with their student;

f. Informing parents when their child is taught by a teacher who does not meet the highly qualified requirement under federal law; and,

g. Informing parents when their child is selected to participate in an English language program and of their right to determine if they want their child to participate.

4.0611.03 *TITLE ONE MAINTENANCE OF EFFORT*

Issue Date: 11/07/24

DCSD complies with the maintenance of effort (MOE) requirement for Title I, Part A of the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA). The MOE requirements is intended to prevent the supplanting of state and local funds with federal funds.

The MOE Requirement for Title I, Part A is that DCSD must spend at least 90 percent of the state and local funds per pupil or in the aggregate that it spent in the preceding fiscal year. If DCSD fails to meet this requirement, the Utah State board of Education (USBE) will reduce the amount of Title I, Part A funds allocated to the LEA in the succeeding fiscal year by the percentage by which the LEA failed to maintain its effort.

Procedures

- DCSD will use the same source of state and local expenditure data that it reports to the USBE to calculate its MOE for Title I, Part A.
- DCSD will use the same student membership data that it reports to the USBE to calculate its per pupil expenditures for state and local funds.
- DCSD will compare its state and local expenditures per pupil and in the aggregate for the current fiscal year with those for the preceding fiscal year to determine if it meets the 90 percent MOE requirement for Title I, Part A.
- DCSD will provide documentation of its MOE calculation to the USBE when scheduled for a Title I monitoring visit.
- DCSD will maintain records of its state and local expenditures and student membership data for each fiscal year and make them available to the USBE upon request.
- If DCSD fails to meet the 90 percent MOE requirement for Title I, Part A, the LEA will work with the USBE to identify the reasons for the failure and develop a plan to restore its effort in the succeeding fiscal year.
- If DCSD experiences a significant decline in state and local revenues or a significant increase in student enrollment, the LEA may request a waiver of the MOE requirement from the USBE. The USBE will review the request and grant or deny the waiver in accordance with the ESEA and its regulations.

4.0620 ACCESS TO INTERNET: ACCEPTABLE USE POLICY

4.0620.01 *PURPOSE OF UTAHLINK IN DUCHESNE COUNTY SCHOOL DISTRICT*

Issue Date: 9/10/96
Updated: 8/13/07

The purpose of the use by Utah Public Education of UtahLink, the educational network supported by the Utah Education Network (UEN), is to advance and promote a world-class public education in Duchesne County School District and the State of Utah. UtahLink is intended to assist in the collaboration and exchange of information between and among schools, school offices, the Utah Education Network, and other State and educational entities as well as provide access to the 'world of information' via networking facilities like the Internet.

4.0620.02 *UTAHLINK'S GOAL FOR PUBLIC SCHOOLS*

Issue Date: 9/10/96
Updated: 8/13/07

The goal of UtahLink is to promote innovation and educational excellence in Duchesne County School District's schools and Utah's public schools by facilitating resource sharing and expanded communications capabilities. To achieve this, the network must provide quality, equitable, and cost-effective information and communication resources to the public education community.

4.0620.03 *UTAHLINK'S MISSION STATEMENTS & PRIORITY LISTING FOR PUBLIC EDUCATION*

Issue Date: 9/10/96
Updated: 8/13/07

1. To provide electronic mail service and electronic conferencing capabilities to public school professional employees.

2. To provide basic services at no cost to public education end users.

3. After first providing basic services, to provide opportunities for wider networking (interstate and international) by promoting the addition of full Internet services where economically feasible and deemed appropriate by the State Board of Education and UEN.

4. To provide for both administrative and instructional file transfer capabilities where feasible.

4.0620.04 *UTAHLINK USE BY THE PUBLIC SCHOOLS IN DUCHESNE COUNTY*

Issue Date: 9/10/96
Updated: 8/13/07

All use of UtahLink shall be consistent with the purpose, goal, and mission of the network. Successful operation of the network requires that its users regard UtahLink as a shared resource, and cooperate to form a community of diverse interests in an effort to promote educational excellence and provide world-class education throughout the state of Utah. It is therefore imperative that UtahLink members conduct themselves in a responsible, decent, ethical, and polite manner while using the network. Further, they must abide by all local, state and federal laws. To ensure the smooth and continued operation of this valuable resource, members must accept the responsibility of adhering to high standards of professional conduct and strict guidelines.

The intent of the UtahLink Public Education and Duchesne County School District Acceptable Use Policy is to ensure that all uses of UtahLink are consistent with its stated purpose, goal, and mission. UtahLink is an open network in both implementation and spirit and encourages the pursuit of higher knowledge. However, it is important to recognize that with increased access to computers and people all over the world also comes the availability of controversial material that may not be considered of educational value in the context of the school setting. Further, UtahLink recognizes the importance of each individual's judgment regarding appropriate conduct in maintaining a quality resource system. And while this policy does not attempt to articulate all required or proscribed behavior by its members, it does seek to assist in such judgment by providing the following guidelines:

1. Any use of UtahLink for illegal or inappropriate purposes or to access materials that are objectionable in a public school environment, or in support of such activities, is prohibited. Language that is deemed to be vulgar is also prohibited. Illegal activities shall be defined as a violation of local, state, and/or federal laws. Inappropriate use shall be defined as a violation of the intended use of the network, and/or purpose and goal. Objectionable is defined as materials that are identified as such by the rules and policies of the Utah State Board of Education that relate to curriculum materials and text book adoption.

2. All use of UtahLink must be in support of a world class public education and educational research in Utah and consistent with the purposes of the network.

3. The following uses are also prohibited:

    a. Any use for commercial purposes or financial gain

    b. Any use for product advertisement or political lobbying

    c. Any use which shall serve to disrupt the use of the network by other users

4. UtahLink accounts shall be used only by the authorized owner of the account. Account owners are ultimately responsible for all activity under their account.

5. Unbridled and open-ended use of the network in terms of access time cannot be accommodated due to cost. Users are cautioned to exercise prudence in the shared use of this resource.

6. All communications and information accessible via UtahLink should be assumed to be private property. Great care is taken by the UtahLink's administrators to ensure the right of privacy of users. However, it is recommended that users not give out personal information like home addresses and/or telephone numbers. Also passwords should be kept private and changed frequently.

7. Neither Duchesne County School District, USOE nor the UEN have control of the information on the Internet. Other sites accessible via the Internet may contain material that is illegal, defamatory, inaccurate or potentially offensive to some people.

8. Under prescribed circumstances, public school student use may be permitted, provided proper supervision is maintained by school officials and parents.

9. Under prescribed circumstances*, non-educator use may be permitted, provided such individuals provide evidence that their use furthers the purpose and goal of the network and public education in general.

10. As necessary, the Utah State Office of Education will determine whether specific Public Education uses of UtahLink are consistent with this policy. The State Office shall be the final authority on use of the network and the issuance of public education user accounts.

11. All accounts for the school professionals within Duchesne County School District will be issued and managed by the local node administrator(s). The issuing of these accounts will be coordinated with the UEN Network Operations Center.

12. Extensive use of the network for private or personal business is prohibited.

13. School computer equipment belongs to Duchesne County School District and district employees have no expectation of privacy as to his/her assigned district-owned computer.

14. This is a legally binding document and careful consideration should be given to the principles outlined herein.

15. Violations of the provisions stated in this policy may result in suspension or revocation of network privileges and/or the loss of employment and benefits.

* Such prescribed circumstances and uses shall be defined in writing by the Utah Department of Education and from time to time are subject to change.

4.0621 STUDENT USE POLICY

4.0621.01 *STUDENT USE GUIDELINES*

Issue Date: 8/13/07
Updated: 10/07/10

1. The primary purpose of the UtahLink in Duchesne County School District is for the use of the public school professional staff and secondary student access. The use of an individual student account is considered to be a privilege and is permitted to the extent that available resources allow.

2. Elementary and Secondary Students - Grades Fourth through Twelfth may be granted an account for up to one academic year at a time provided they:

    a. Read and agree to follow all guidelines outlined in the Duchesne County School District Acceptable Use Policy. This agreement is formalized through the student's and parent's/ or legal guardian's signature on the application form.

3. Elementary students - Grades Kindergarten, First, Second and third - are not allowed individual accounts. Teachers of these grades may use a class account and are obligated to directly teach these students in proper network use and supervise them regarding the District Acceptable Use Policy.

4. Students may not maintain accounts upon graduation unless they otherwise meet one of the other acceptable use provisions.

5. Generally, students are not permitted to enter chat or discussion groups. Under certain conditions, posting privileges to specific news groups may be granted.

6. All public school student accounts will be issued by the local node administrators and will receive final approval by Duchesne County School District and the Utah State Office of Education.

7. Misuse of the network and or materials that are not suitable for the educational setting, will result in the suspension or termination of network privileges and will be dealt with according to the discipline policies of the individual school.

8. The above-mentioned use is subject to revision in policy. In all cases, use by professional public education staff shall take precedence. The Utah State Office of Education reserves its right as final authority on use of the network.

4.0621.02 *STUDENT ACCOUNT APPLICATION AND CONSENT FORM FOR EDUCATION INTERNET ACCESS*

Issue Date: 8/13/07

DUCHESNE COUNTY SCHOOL DISTRICT
STUDENT ACCOUNT APPLICATION AND CONSENT FORM
FOR EDUCATION INTERNET ACCESS

STUDENT SECTION

Student Name _____ Grade _____
(Last) (First) (Middle)

School _____

I have read the Duchesne County School District Acceptable Use Policy and Student Guidelines, and agree to abide by their provisions. I understand that violation of the use provisions stated in the policy may constitute suspension or revocation of network privileges and may result in further disciplinary action, if and when my use of the district network is not consistent with educational usage.

Student Signature _____ Date _____

SPONSORING PARENT or GUARDIAN (Required)

As the parent or legal guardian of this student, I have read the Duchesne County School District Acceptable Use Policy, related to the use of the Utah Link and the World Wide Network (Internet) and understand its contents. I understand that it is impossible for Duchesne County School District to restrict access to all controversial materials and I will not hold the District responsible for controversial materials my child acquires from the use of the Network. I agree to accept full responsibility for supervision if and when my child's use of electronic resources is not in an educational setting. I hereby give my permission to issue an account for my child and certify that the information contained on this form is correct.

Parent/Guardian Signature _____ Date _____

Home Address _____ Phone _____
(Street) (City) (Zip)

*Student application must be renewed each academic year by the sponsoring school.

School Approval by:

_____
(Name) (Title) (Date)

4.0621.03 *ELEMENTARY STUDENT NETWORK ACCEPTABLE USE POLICY*

Issue Date: 10/07/10

Duchesne County School District is providing elementary students (Grades 4th, 5th and 6th) individual accounts and access to the district's electronic network. This network includes Internet access, computer services, videoconferencing, computer equipment and related equipment for educational purposes. The purpose of this network is to assist in preparing students for success in life and work in the 21st century by providing them with electronic access to a wide range of information and the ability to communicate with people throughout the world. This document contains the rules and procedures for elementary students' acceptable use of the Duchesne County School District (aka DCSD) electronic network.

With this global access comes the availability of materials that may be considered to be inappropriate, illegal, or of no professional or educational value in the context of the school setting. Duchesne County School District strives to take all available precautions to restrict access to inappropriate materials.

1. Monitoring

   Duchesne Count School District reserves the right to monitor and review any material on any machine at any time in order for the District to determine any inappropriate use of network services. The district will make every attempt to comply with the state and federal guidelines set forth in Utah State Law and CIPA (Child Internet Protection Act). The principal/supervisor or systems administrator may limit, suspend, or revoke the use of the network and/or Internet access for violations of the acceptable use agreement.

2. Encounter of Controversial Material

   Internet users may encounter material that is controversial which the user or administrator may consider inappropriate or offensive. The district has taken precautions to restrict access to inappropriate materials through a filtering and monitoring system. However, it is impossible on a global Internet to control access to all sites and data, which a user may discover. It is the user's responsibility not to initiate access to such material. Any site or material that is deemed controversial should be reported immediately to the appropriate teacher or administrator. Duchesne County School District expressly disclaims any obligation to discover all violations of inappropriate Internet access.

3. **Elementary Students must abide by the following rules**

   a. Respect district computer equipment – No Vandalism, damage or theft of any kind

   b. Respect the rights of others that you communicate with – be polite, never use bad language and do not post information about others

   c. Never share your password, name, address, phone number and/or other personal information with anyone on the Internet/Network

   d. Students will not agree to meet with someone they have met online

   e. Let your teacher or aide know if you find inappropriate information while on the Internet

   f. Remember email and postings on the Internet are not private and can be viewed by others

4. **Violations of the Elementary Student Network Acceptable Use may result in**

   a. Suspension and/or loss of network privileges

b. Suspension and/or loss of computer privileges

c. Suspension from school

d. Replacement and or repair cost for damages

e. Legal action and prosecution by the authorities

4.0621.04 *STUDENT ACCOUNT APPLICATION AND CONSENT FORM FOR ELEMENTARY STUDENTS*

Issue Date: 10/07/10

DUCHESNE COUNTY SCHOOL DISTRICT
STUDENT ACCOUNT APPLICATION AND CONSENT FORM
FOR ELEMENTARY STUDENTS

STUDENT SECTION

Student Name _____ Grade _____
(Last) (First) (Middle)

School _____

I have read the Duchesne County School District Elementary Acceptable Use Policy and Student Guidelines, and agree to abide by their provisions. I understand that violation of the use provisions stated in the policy may constitute suspension or revocation of network and school privileges and may result in further disciplinary action, (which could include appropriate legal action) if and when my use of the district network is not consistent with educational usage

Student Signature _____ Date _____

SPONSORING PARENT or GUARDIAN (Required)

As the parent or legal guardian of this student, I have read the Duchesne County School District Elementary Student Acceptable Use Policy I understand that student access is designed for educational purposes. I recognize that it is impossible for Duchesne County School District or the Utah Education Network to restrict access to all controversial materials, and I will not hold the district or staff responsible for materials acquired on the Internet. Further, I accept full responsibility if and when my child is found in violation of this computer use policy.

Parent/Guardian Signature _____ Date _____

Home Address _____ Phone _____
(Street) (City) (Zip)

*Student application must be renewed each academic year by the sponsoring school.

Revised September 20, 2010

4.0621.05 *COMPUTER LAB AND CLASSROOM COMPUTER USE RULES*

DRAFT: 2007

Access to Computers and the Internet is made available to students, teachers, and staff of Duchesne County School District in computer labs and classrooms. The goal is to promote educational excellence by facilitating research, resources sharing, innovation and communication. The Internet is to be used in support of research and education and consistent with the educational objectives of Duchesne County School District and the Utah Education Network.

RULES

Students are **NOT** to be in the Computer Lab (Including Classrooms with Computers) without Teacher Supervision at any time. **NO EXCEPTIONS!!**

1. No food or drink around computers in labs or classrooms.

Obey all regular classroom rules.

Treat all computers with respect.

If you have a problem with the computer let the teacher know immediately.

Students should be courteous and raise their hands for assistance – avoid disrupting the entire class.

Listen carefully, take notes when needed and follow directions.

Do not personalize the computers, for example:

a. Installing screen savers from the Internet or Other Sources

b. Changing the desktop background and other Computer Settings

c. Adding, changing or moving icons on the desktop

Unacceptable Computer and Internet use will consist of - but not be limited to the following:

1. Transmitting, accessing, printing, downloading or uploading any material, which might be deemed pornographic, obscene, sexually explicit, indecent or vulgar.

Transmitting, accessing, printing, downloading or uploading any material, which might be deemed abusive, hateful, degrading, demeaning, derogatory or defamatory.

Vandalizing, damaging, disabling or gaining unauthorized access to another person's property, file, data, or materials.

Vandalizing, damaging, disabling or gaining unauthorized access to district and/or school owned computer systems, files, data or programs.

Accessing, printing, downloading or uploading personal web pages.

Engaging in any commercial or business activity.

Gaming – Including On-line game playing and Personal Items.

Printing, downloading or uploading information from a personal disk or computer without permission.

Chat Rooms

BLOGS – Personal Information Posting – Including -- Social Sites (examples – myspace.com – tagged.com) Exceptions would be a Teacher Supervised use of Educational content Blogs.

Peer to Peer Networking (Sharing of Music and Video – in violation of the Motion Picture Association and the Music Association Rules and Regulations)

Plagiarism (Copying/theft of what somebody else has written)

Violations of the above rules and the Duchesne County District Acceptable Use Policy will be dealt with according to district and school disciplinary policy.

4.0622 ELECTRONIC DEVICE USE POLICY

4.0622.01 *ELECTRONIC DEVICE USE*

Issue Date: 11/08/07
Updated: 12/12/13

Purpose

While in some instances the possession and use of electronic communication devices or other devices or objects by a student at a school may be appropriate, often the possession and use of such devices or objects by students at school can have the effect of distracting, disrupting and intimidating others in the school setting and leading to opportunities for academic dishonesty and other disruptions of the educational process. The purpose of this policy is to vest in school administrators the authority to develop and enforce rules relating to such objects or devices in the public schools.

Use of Electronic Devices by faculty/staff

It is the policy of Duchesne County School District that the use of private electronic devices by faculty/staff during instructional time is not permitted.

Use of Electronic Devices by students

Picture taking or recording by students or staff is strictly forbidden in school or school activity private areas, such as locker rooms, counseling sessions, washrooms and dressing areas.

Electronic sharing of pictures or video of students engaged in illegal activity is prohibited and will result in a referral to law enforcement.

Students and staff bring electronic devices on school property or to school activities at their own risk. The school is not responsible for lost, stolen or damaged electronic equipment.

Students and staff are strictly responsible for their own electronic devices. If devices are borrowed or taken and misused by non-owners, device owners are jointly responsible for the misuse or policy violation(s).

Students and parents should be informed and understand that confiscated electronic devices may be subject to search by school officials.

Individual schools will develop their own policies concerning the approved and unapproved use of electronic devices during the school day and/or school activities. Consequences for the unapproved use of electronic devices that are not already covered in district policy are left to the discretion of each individual school's policy.

4.0623 CHILDREN'S INTERNET PROTECTION ACT/INTERNET SAFETY POLICY

4.0623.01 *INTERNET CONTENT FILTERING AGREEMENT AND CIPA / INTERNET SAFETY*

Issue Date: 6/13/02

1. Introduction:

    a. The Duchesne County School Board recognizes the need for Content Filtering and compliance with the Children's Internet Protection Act (aka – "CIPA") and the Internet Child Protect Act as defined by the State of Utah - within the schools of Duchesne County School District ("DCSD"). The board further recognizes the fact the Internet offers many resources indispensable for education and research in our schools. The board further realizes that the Internet can provide access to a wide range of inappropriate materials and that no solution can deny access to all such sites and that Internet filtering can reduce access to the majority of these sites in our schools.

    b. The Duchesne County School Board also understands that while Content Filtering significantly reduces access to inappropriate site, it will not block access to all sites a District or Community member may find inappropriate.

    c. All use of the Network/Internet in Duchesne County School District shall be consistent with the purpose, goal, and mission of the network as defined by the Duchesne County School District Acceptable Use Policy.

2. Policy:

    a. It is the policy of Duchesne County School District to: (a) prevent user access over the DCSD computer network to, or transmission of, inappropriate material via the Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use or dissemination of personal identification information of minors and (d) to comply with the Children's Internet Protection Act.

    b. Prevent other material as deemed inappropriate by DCSD, the Utah Education Network ("UEN") and the Utah State Office of Education ("USOE") – to include: Vulgarity, Illegal Activities (including Plagiarism and Copyright Violations), Gambling, Commercial or Financial Gail, Political Lobbying and any use or attempt to disrupt the use of the network.

3. Access to Inappropriate Material:

    a. Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or pornographic in nature (Including Child Pornography) or any material deemed harmful to minors and/or adults.

    b. Other subject material as identified by DCSD, the Utah Education Network and the Utah State Office of Education deemed inappropriate for Educational Use will be filtered in accordance with the district acceptable use policy.

    c. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

4. Inappropriate Network Usage:

a. To the extent practical, steps shall be taken to promote the safety and security of the users of the DCSD online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

b. Any uses of the network for illegal and/or inappropriate purposes or to access materials that are objectionable in a public school environment, or in support of such activities, are prohibited. To include Plagiarism and the violation of Copyright material -Including the use of Peer-to-Peer Networks for the purpose of file sharing and/or transfer of materials/files violating Copyright Laws.

c. Use of the district network for private or personal business, or political lobbying activities is unacceptable.

5. Supervision and Monitoring:

a. It shall be the responsibility of all members of the Duchesne County School District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and the Children's Internet protection Act. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Duchesne County School District Technology Department at the request of the DCSD Superintendent or designated representative.

b. School computer equipment belongs to Duchesne County School District and district employees and students have no expectation of privacy as to his/her assigned district-owned computer.

6. Penalties:

a. Violations of the provisions of this policy and the district acceptable use policy may result in the suspension or revocation of student/staff network privileges and/or for district staff the loss of employment, certification and benefits.

4.0624 STUDENT INFORMATION SYSTEMS (SIS): ACCEPTABLE USE

4.0624.01 *SIS ACCEPTABLE USE POLICY/AGREEMENT*

Issue Date: 10/18/05

DUCHESNE COUNTY SCHOOL DISTRICT
SIS ACCEPTABLE USE POLICY/AGREEMENT

All employees of Duchesne County School District (administrative, academic, staff and student workers) and Non-Employees granted access to the Duchesne County School District Student Information System (SIS) are required to abide by the policies governing review and release of student education records. The Family Educational Rights and Privacy Act (FERPA), also known as the Buckley Amendment, of 1974 mandates that information contained in a student's education record must be kept confidential and outlines the procedures for review, release and access of such information.

Access to the Student Information System (SIS) will be granted to those individuals who have been determined to have a legitimate educational interest in the data by the Superintendent of Duchesne County School District. Access to specific student data will be granted by approval of the director of the program area, which oversees the student data being requested.

Individuals who have been granted access to any part of the SIS database must understand and accept the responsibility of working with confidential student records. The following rules apply to all Duchesne County School District employees and Non-Employees with an SIS account:

Individual and department passwords are to be kept confidential and should not be shared. Employees/Non-Employees must advise the district SIS Data Administrator and the building administrator of any compromise and are to change passwords whenever they feel someone else may have obtained access to it.

Examples of inappropriate use of student records are:

1. Accessing or reviewing a student's record without a legitimate educational interest.
2. Releasing confidential student information to another student, organization, and person who does not have a legitimate educational interest.
3. Leaving reports or computer screens containing confidential student information in view of others who do not have a legitimate educational interest in the data.
4. Using the student information for personal business.
5. Giving your password to another individual not authorized to use the SIS system or to view a particular screen.
6. Discussing the information contained in the student record outside of the district or while on the job with individuals who do not have a legitimate educational interest in the information (need to know).

Under no circumstances should an employee of the district or non-employee who has access to student records give confidential information about students to any other students, to other employees, or to any person who has not been authorized to receive such information by their position or by their departmental supervisor.

Consequences for Violations of SIS Policy: Rights and responsibilities for students, staff and other users shall be consistent with the district's standard policies and procedures. Violations of the policy can constitute cause for revocation of access privileges, suspension of access to Duchesne County School District equipment, disciplinary action and/or other appropriate legal or criminal action, including restitution, if appropriate. Students shall be subject to the sanctions of the district/individual schools as appropriate.

Applicant Signature _____

As the individual requiring access to the Duchesne County School District Student Information System (SIS), I have read and understand the responsibility of account access and agree to abide by the DCSD SIS Policy.

School/Agency Sponsor Signature _____

Superintendent Approval _____

SIS Data Supervisor Initials and Entry Date_____

4.0625 STAFF INTERNET AND EMAIL SERVICES

4.0625.01 *DCSD STAFF EQUIPMENT AND NETWORK ACCEPTABLE USE POLICY*

Issue Date: 10/07/10

Duchesne County School District is providing staff access to the district's electronic network and the Utah Education Network (aka - UEN). Services on the network include - Internet access, computer and telephone services, videoconferencing, and related equipment for educational purposes. The purpose of the network is to facilitate communications related to education and assigned duties in the district by providing staff with electronic access to a wide range of information and the ability to communicate with people throughout the state and world. This document contains the rules and procedures for the Duchesne County School District Staff Acceptable Use of the Duchesne County School District (aka DCSD) Electronic Network.

With this global access comes the availability of materials that may be considered to be inappropriate, illegal, or of no professional or educational value in the context of the school or office setting. Duchesne County School District strives to take all available precautions to restrict access to inappropriate materials.

1. The DCSD Electronic Network has been established for a limited educational purpose. The term "educational purpose" includes district activities, classroom activities, career development, and limited high-quality self-discovery activities related to ones position within Duchesne County School District.

2. The DCSD electronic network has not been established as a public access service or a public forum. DCSD has the right to place reasonable restrictions on material that is accessed or posted throughout the network.

3. **Access is a privilege — not a right**.

4. **School computer equipment belongs to Duchesne County School District and district employees have no expectation of privacy as to his/her assigned district-owned equipment.**

5. It is presumed that all district staff will honor this agreement. The district is not responsible for the actions of a staff member who violates them beyond the clarification of standards outlined in this policy.

6. The district reserves the right to monitor all activity on this electronic network. Staff will indemnify the district for any damage that is caused by their inappropriate use of the network.

7. DCSD Staff members are expected to follow the same rules, good manners and common sense guidelines that are used with their other daily school activities as well as the law in the use of the DCSD electronic network.

Acceptable Uses

All Internet or computer/phone equipment use shall be consistent with the purposes, goals, and policies of DCSD. It is imperative that users of the network and computer equipment conduct themselves in a responsible, ethical, moral, and polite manner. All staff must abide by all local, state, and federal laws. The district user accepts the responsibility of adhering to high standards of conduct and the terms and conditions set forth in all parts of this policy.

Service Disclaimer

Duchesne County School District makes no warranties of any kind, whether expressed or implied, for the services it is providing. DCSD will not be responsible for any damages you suffer while on this system. Damages may include, but are not limited to, loss of data as a result of delays, non-deliveries or service interruptions caused by the system or your errors or omissions. Use of any information obtained via the information system is at your own risk. DCSD specifically denies any responsibility for the accuracy of information obtained through electronic information resources.

General Unacceptable Behavior

While utilizing any portion of the DCSD electronic network, district staff will not engage in any activity that is immoral or contrary to the high moral standards, which must be maintained in an educational setting. Unacceptable behaviors include, but are not limited to, the following:

1. Staff will not alter and/or use district equipment and/or the network to threaten or disrupt district activities and the educational process.

2. Staff will not engage in personal attacks or post false information (including prejudicial or discriminatory attacks), threaten or harass other individuals.

3. Staff will not use criminal speech or speech in the course of committing a crime such as threats, instructions on breaking into computer networks, pornography, child pornography and/or other illegal activities.

4. Staff will not use speech/text that is inappropriate in an educational setting or violates district policy and rules.

5. Staff will not abuse network resources such as sending chain letters or spamming.

6. Staff will not display, access or send offensive messages or pictures that are pornographic, abusive, obscene, sexually oriented, threatening, harassing, damaging and/or illegal.

7. Staff will not use the DCSD electronic network for commercial purposes. District Staff will not offer and/or provide - products or services through this network.

8. Staff will not use the DCSD electronic network for political lobbying. Staff may use the system to communicate with elected representatives and to express their opinions on political issues.

9. Staff will not engage in excessive non-work related computer/phone/network/internet use during work hours.

Monitoring

The School District reserves the right to monitor and review any material on any machine at any time in order for the District to determine any inappropriate use of network services. The district will make every attempt to comply with the state and federal guidelines set forth in Utah State Law and CIPA (Child Internet Protection Act). The superintendent/principal/supervisor or systems administrator may limit, suspend, or revoke the use of equipment, the network and/or Internet access for violations of the acceptable use agreement.

Encounter of Controversial Material

Users may encounter material that is controversial which the user or administrator may consider inappropriate or offensive. The district has taken precautions to restrict access to inappropriate materials through a filtering and monitoring system. However, it is impossible on a global Internet to control access to all sites and data, which a user may discover. It is the user’s responsibility not to initiate access to such material. Any site or material that is deemed controversial should be

reported immediately to the appropriate administrator. Duchesne County School District expressly disclaims any obligation to discover all violations of inappropriate Internet access.

Network Etiquette

Each user is expected to abide by the generally accepted rules of user etiquette. These rules include, but are not limited to, the following: Be polite; never send or encourage others to send abusive messages; and use appropriate language. You may be alone on a computer, but what you write, send, or receive can be viewed globally! Remember that you are a representative of the Duchesne County School District and a representative of your school on a non-private system. Use electronic communications appropriately: no sales, advertisements, or solicitations, etc. E-mail or messaging on the network is not private. Messages relating to or in support of illegal or inappropriate activities, as described in this Acceptable Use Agreement, must be reported to the appropriate administrator/supervisor or systems administrator.

System Security

1. Staff members are responsible for their individual accounts and should take all reasonable precautions to prevent others from being able to use them. Under no conditions should a staff member provide their passwords to another person.

2. Staff will not permit student access to any student (SIS) or district information system.

3. District staff must immediately notify a school/district administrator or the system administrator if they have identified a possible security problem. Staff should not go looking for security problems, because this may be construed as an illegal attempt to gain access.

4. Staff members will not attempt to gain unauthorized access to any portion of the DCSD electronic network. This includes attempting to log in through another person's account or access another person's folders, work, or files. These actions are illegal, even if only for the purposes of "browsing".

5. District staff will not make deliberate attempts to disrupt the computer system or destroy data by spreading computer viruses or by any other means. These actions are illegal.

6. Users will not attempt to access Web sites blocked by district policy, including the use of anonymous proxy services, software, or web sites.

Vandalism

Vandalism is defined as any malicious attempt to harm or destroy property of the Duchesne County School District, the user, another user, or of any other agency or networks that are connected to the network or the Internet system. Vandalism also includes, but is not limited to, abusive overloading of data on the network or servers; or the uploading, downloading, or creation of computer viruses. Any engagement in network vandalism constitutes unacceptable use.

Penalties for Improper Use

Violations of this policy may result in loss of access privileges and/or employment - as well as other disciplinary or legal action. District Staff violation of this policy shall be subject to the consequences as indicated within this policy as well as other appropriate discipline, which includes but is not limited to:

1. Suspension and or Revocation of Network Privileges

2. Suspension and or Revocation of Computer Privileges

3. Loss of Employment and Benefits

4. Loss of Credentials and/or Licensing

5. Legal Action and Prosecution by the Appropriate Authorities

District administrators and legal authorities shall determine the particular consequences for violations of this policy.

This is a legally binding document and careful consideration should be given to the principles outlined herein.

4.0625.02 *APPLICATION FOR DCSD EQUIPMENT – NETWORK AND STAFF EMAIL SERVICES*

Issue Date: 8/13/07
Updated: 10/07/10

DUCHESNE COUNTY SCHOOL DISTRICT
APPLICATION FOR DCSD EQUIPMENT
NETWORK AND STAFF EMAIL SERVICES

The purpose of Computer/Phone Services and the Network/Internet in Duchesne County School District is to facilitate communications in support of research and education, by providing access to current resources and an opportunity for collaborative work. To remain eligible as a district user, the use of your account must be in support of and consistent with the educational objectives of Duchesne County School District. All users of the Duchesne County School District Network and The Internet in Duchesne County School District must comply with the existing rules of the Duchesne County School District Staff Acceptable Use Policy.

Name: _____

School: _____ School Phone Number _____

I would also like the district to provide a District Email Account for me:

Password: _____

Your password should be a unique combination of 8 characters -- combine Letters and Numbers.

Example -- 2c4me2go -- DO NOT use a full name

Your District Email Account: _____ @dcsd.org

Example -- DJones@dcsd.org **

I have read the Duchesne County School District Staff Network Acceptable Use Policy pertaining to the use of Computer/Phone Services and The Network/Internet and agree to abide by the terms of the agreement.

Applicant's Signature: _____ Date: _____

**In the event of conflicting account addresses (individuals with the same first initial and last name) the district will accommodate our users in setting up an acceptable user account address.

Staff/School Position: _____ Grade Level: _____

Tech Department Use Only

AUP	___	Computer	_____	Other	_____
Email	___	PowerSchool	_____		
Phone	___	PowerTeacher	_____		

SECTION 5 - STUDENTS

5.0100 EQUAL EDUCATIONAL OPPORTUNITIES

5.0100.01 *GENERAL*

Issue Date: 5/8/97

No officer or employee of the District, when acting or purporting to act in official capacity shall refuse to permit any student to participate in any school program because of the student's race, religion, color, sex, or national origin.

Utah Admin Rule 300-112-3

5.0100.02 *TITLE IX*

Issue Date: 5/8/97

The Board shall adopt and publish grievance procedures providing for prompt and equitable resolution of student complaints alleging any action prohibited by Title IX of the Education Amendments of 1972, as amended.

20 USC § 1681-86
34 CFR § 106.8(b)

The District shall designate at least one employee to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. The District shall notify all students of the name, office address, and telephone number of the employee(s) so designated.

34 CFR § 106.8(A)

5.0100.03 *TITLE IX COORDINATOR*

Issue Date: 5/8/97
Updated: 3/9/23

The District designates the following employee to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: Phillip Bertoch

Position: Human Resources Director

Address: 1010 E 200 N, Roosevelt, UT 84066

Office Telephone: 435-725-4520

5.0100.04 *DISCRIMINATION POLICY*

Issue Date: 5/8/97

The policy of the District is not to discriminate on the basis of sex, disability, race, creed, color, national origin, age, religion, politics or any other condition as required by various state and federal laws for admission or access to treatment or employment in educational programs or activities.

Inquiries concerning Title VI, Title IX, and Section 504, may be referred to:

Duchesne County School District
Office of the Superintendent
P. O. Box 446
Duchesne, Utah 84021
435 738-1240
Or

U. S. Department of Education
Office of Civil Rights
1961 Stout Street
Denver, Colorado 80294

5.0100.05 *PERSON WITH DISABILITIES*

Issue Date: 5/8/97

The District shall provide a free and appropriate public education to all qualified persons with disabilities who are residents of the District between the ages of three (3) and twenty-two (22) who have not graduated from high school, including regular or special education, and related services designed to meet the individual educational needs of each qualified student with disabilities, regardless of the nature or severity of the disability, as adequately as the needs of a student without disabilities. The District shall comply with federal law concerning education of the person with disabilities in the areas of educational setting, evaluation and placement, and procedural safeguards.

34 CFR § 104.33
Utah Code § 53A-15-301,303

5.0110 EQUAL EDUCATIONAL OPPORTUNITIES: RESIDENCY

5.0110.01 *STUDENT RESIDENCY*

Issue Date: 9/12/96
Updated: 1/3/08

1. The student under eighteen (18) is eligible to attend school in Duchesne County if child's custodial parent or legal guardian resides in Utah and meets the following criteria:

    a. The District in which the custodial parent or guardian who has legal custody of the child resides; or

    b. The District in which the child resides;

        i. While in the custody or under the supervision of a Utah state agency; or

        ii. While under the supervision of a private or public agency authorized to provide child placement services by the state of Utah; or

iii. While living with a responsible adult resident of the District if the Board has agreed in its sole discretion to accept as a guardian of the student for residency under a power of attorney and determined, in accordance with policies of the State Board of Education, that the child's physical, mental, moral, or emotional health is best served by considering the child to be a resident for school purposes. The Board may at any time require court appointed guardianship in lieu of a power of attorney; or

iv. If the child is an emancipated minor; or

v. If exigent circumstances exist which would not permit the case to be appropriately addressed at a hearing and considering the child a resident would not violate any law or policy or the Board.

2. A minor child whose parent or legal guardian does not reside within the District may be considered a resident of the District in which the child lives if it is established to the satisfaction of the local Board that;

a. The child is an emancipated minor who resides within the District; or

b. The child lives with a responsible adult who is a resident of the District and who the District, in its sole discretion, has agreed to designate as the child's legal guardian, or has required court appointed guardianship.

c. The District, in its sole discretion, may accept a non-emancipated student as a resident of the District if each of the following are demonstrated to the Board's satisfaction:

i. The child's presence in the District is not for the primary purpose of attending the public schools; and

ii. The child's physical, mental, moral, or emotional health would best be served by considering the child to be a resident for school purposes; and

iii. The child is prepared to abide by the rules and policies of the school district.

iv. The person with whom the child resides in the District has been designated as the child's custodian in a durable power of attorney, which the District agreed in its sole discretion to accept, or has been required to receive a court appointed guardianship.

5.0110.02 *GUARDIANSHIP FOR RESIDENCY PURPOSES*

Issue Date: 9/12/96

1. Subject to the District's acceptance and approval, an adult person who is willing and able to provide reasonable adequate food, clothing, shelter and supervision for a minor child may obtain guardianship for the limited purpose of establishing school district residency of a minor child by:

a. Submitting to the Superintendent a signed and notarized statement by all persons recognized under the law as the child's parent(s) or legal guardian(s) which states that:

i. The child's presence in the District is not for the primary purpose of attending the public schools;

ii. ii. The child's physical, mental, moral or emotional health would be best served by transfer of guardianship to a Utah resident;

iii. The affiant is aware that designation of a guardian is equivalent to a court-established guardianship and will suspend or terminate any existing parental or guardianship rights in the same manner as a court-established guardianship;

iv. The affiant consents and submits to suspension or termination of parental or guardianship rights;

v. The affiant submits to jurisdiction of Utah State Courts in which the District is located for any action related to guardianship or custody of the student;

vi. The affiant designates the responsible adult as agent to accept service of process and notice; and

vii. It is the affiant's intent that the student becomes a permanent resident of the District under the supervision of the responsible adult.

5.0110.03 *ACCEPTS RESPONSIBILITIES OF GUARDIANSHIP*

Issue Date: 9/12/96

1. The responsible adult must also submit a personal affidavit stating that :

   a. The affiant is a resident of the District and desires to become the guardian of the student.

   b. The affiant will accept responsibilities of guardianship to provide adequate supervision, discipline, food, shelter, educational and emotional support, medical care and pay all school fees;

   c. The affiant accepts the parent or prior guardian's appointment of agency.

5.0110.04 *STATEMENT OF DESIRE FOR PERMANENT RESIDENCY*

Issue Date: 9/12/96

1. The student who lives with the responsible adult must submit an affidavit stating that:

   a. The student desires to reside in the District with the responsible adult; and

   b. The child will abide by rules and policies of the District and schools.

Utah Code § 53A-2-202

5.0110.05 *TUITION*

Issue Date: 9/12/96

Any child who is not a resident of the State of Utah but has obtained written approval to attend school in this District shall be required to pay tuition equal to the per capita expenditure for the program if the child is enrolled, less any state per capita contribution to the program.

5.0110.06 *ADULT HIGH SCHOOL COMPLETION PROGRAM*

Issue Date: 9/12/96

A student over the age of eighteen (18) must reside within District boundaries to be eligible for the adult high school completion program. No tuition is charged if funds are available to operate such a program.

5.0110.07 *COOPERATION*

Issue Date: 9/12/96

The District shall cooperate with the State Board of Education to obtain reimbursement from appropriate governmental agencies for educational expenses incurred on behalf of children admitted to schools located in the District.

Utah Code § 53A-3-201

5.0110.08 *ATTENDANCE DATA*

Issue Date: 9/12/96

Attendance data shall be maintained on all non-resident students attending school within the District as required for school funding.

5.0110.09 *FOREIGN EXCHANGE STUDENTS*

Issue Date: 9/12/96

The Board of Education may, in its sole discretion, permit foreign students to attend schools in the District.

1. All foreign exchange students must attend schools for the full school year.

2. All applications from any foreign exchange program must be filed with the Superintendent's office by 30 April of the prior school year.

3. The Board of Education may deny entrance to any foreign exchange students in its discretion.

4. No foreign exchange student can be enrolled unless all admission standards have been documented to the satisfaction of the Board of Education.

5. Those organizations and programs approved by the State of Utah will have their tuition costs waived. School fees may be charged to an individual who meets the requirements of admission but is not a state approved program. Tuition costs shall be determined by the Board for basic education and by the school principal for any book or activity fees. The fees charged to the foreign exchange students shall be equal to those charged to non-resident students attending schools within the District.

Those students seeking admission to schools in the District must provide the following to the Superintendent's office:

1. An official transcript from the school last attended;

2. A health certificate no more than three months old from a medical doctor which shows immunizations and personal health;

3. A signed agreement to abide by District standards of dress and conduct;

4. A complete domestic or foreign exchange student questionnaire.

All records must be provided in English.

A registered full-time foreign exchange student in the Duchesne County Schools may participate in Utah High School Athletic Association sports if s/he meets the following requirements:

1. A student may not have graduated from high school (high school = eight (8) semesters or four (4) years);

2. A student may not be older than nineteen (19) years before October 1 of the fall entering school;

3. A student may not have failed more than one class the quarter preceding the sport or activity;

4. A student must follow the selection procedure outlined by the coach or supervisor;

5. A student must fill out a Utah High School Athletic Association form.

AFFIDAVIT

FOR _____

We, _____ and _____ , state that

_____'s presence in the Duchesne County School District is not for the primary purpose of attending public school; instead, his/her mental and emotional health would be best served by transfer of guardianship to _____ .

We are aware that designation of a guardian is equivalent to a court established guardianship and will suspend or terminate any existing guardianship rights in the same manner as a court established guardianship.

We consent and submit to suspension or termination of parental or guardianship rights. We submit to jurisdiction of Utah State courts in Duchesne County School District for any action related to guardianship or custody of the student.

We designate _____ to accept service of process and notice and it is our intent that _____ become a permanent resident of Duchesne County School District under the supervision of _____.

_____
Signature

_____
Signature

_____
Date

_____
Witness

_____
Witness

AFFIDAVIT

FOR _____

We, _____ and _____ , are residents of Duchesne County School District and desire to become the guardian of _____.

We will accept responsibilities of guardianship to provide adequate supervision, discipline, food, shelter, educational and emotional support, medical care and pay all school fees.

We accept the parents' appointment of agency.

_____
Signature

_____
Signature

_____
Date

_____
Witness

_____
Witness

AFFIDAVIT

FOR _____

I, _____ desire to reside in the Duchesne County School District with

_____ and will abide by rules and policies of the District and schools.

_____
Signature

_____
Date

_____
Witness

_____
Witness

5.0200 ADMISSIONS AND ATTENDANCE

5.0210 ADMISSIONS AND ATTENDANCE: ELIGIBILITY AND ADMISSIONS REQUIREMENTS

5.0210.01 *AGE REQUIREMENT*

Issue Date: 5/8/97

Each child between the ages of six (6) and eighteen (18) is obligated to attend school. It is the responsibility of the parent(s) or legal guardian to send such children to school unless an exemption is issued by the Board of Education in accordance with the *Compulsory Attendance Act (53-24-1)*. This includes equivalent instruction at home. If problems arise, parents must cooperate with school officials and appropriate community agencies in seeking solutions, or be subject to criminal penalties*. (53-24-3; 78-3a-2(17) (c); 78-3a-19)* The District must make earnest and persistent efforts to reconcile attendance problems, involving school personnel, parents and community agencies such as DFS and the Juvenile Court *(53-24-1.5)*.

5.0210.02 *ADMISSION TO SCHOOL*

Issue Date: 5/8/97

A student must be five (5) years of age on or before September 1 to attend kindergarten. Students who attended kindergarten in another state and transfer to Duchesne County may be admitted only if their birthday complies with this rule.

A child may be enrolled in the first grade if the child is at least six (6) years of age on or before September 1 of the current school year or has been enrolled in the first grade, or completed kindergarten in the public schools of another state prior to transferring to the District.

A child may be assigned to a grade other than that which would normally be assigned on the basis of age at the discretion of the District and with the consent of the child's parent/guardian.

5.0210.03 *GENERAL ELIGIBILITY—PARENTS RESIDE IN-STATE*

Issue Date: 5/8/97

The Board shall admit into the free public schools of the District all minor children who are between the ages of five (5) and eighteen (18) years on September 1 of the school year in which admission is sought if the child's parent or legal guardian resides or is domiciled in the state, provided that the following conditions exist:

1. The child's parent or legal guardian resides in the District at the time of application for admission regardless of whether the child lives with the parent or legal guardian.

2. The child resides in the District while in the custody or under the supervision of a Utah state agency.

3. The child resides in the District while under the supervision of a private or public agency authorized to provide child placement services by the state of Utah.

4. The child resides in the District while living with a responsible adult resident of the state who is willing and able to provide reasonable adequate food, clothing, shelter, and supervision for the child, but only if the Board has determined that the child's physical, mental, moral or emotional health is best served by considering the child to be a resident for school purposes.

5. The child resides in the District and is an emancipated minor, such as by marriage.

Utah Code § 53A-2-201
Utah Code § 53A-2-202(1)
Utah Code § 53A-12-101
Utah Code § 53A-3-401(5)

5.0210.04 *HOMELESS*

Issue Date: 3/3/10

Homeless Students: The Board recognized the importance of requiring and maintaining necessary records for all students. However, the Board also recognizes the importance of removing barriers for homeless students to enroll and participate in school. Under the McKinney-Vento Act, homeless students are entitled to immediate enrollment and full participation even if they are unable to produce records normally required for enrollment such as previous academic records, medical records, proof of residency, birth certificate, or other documentation.

1. Homeless students shall be enrolled immediately.

2. Homeless students will be granted full participation in school activities and programs. They cannot be excluded on their inability to present the following information:

    a. Immunization records

    b. Medical records

    c. Birth certificate

    d. Previous school records or transcripts

    e. Guardianship records

    f. Proof of residency

    g. Other required documentation

3. Homeless students have three options for choice of school to attend:

    a. School of origin (the school the child has attended when permanently housed)

    b. School of origin (the school the child last attended)

    c. The school closest to the shelter or other temporary housing

4. The school will continue efforts to assist the student in completing necessary and important records especially all immunization information.

5. The school will work closely with the District Homeless Liaison

5.0210.05 *PARENTS RESIDE OUT-OF-STATE*

Issue Date: 5/8/97

The Board shall admit into the free public schools of the District all minor children who are between the ages of five (5) and eighteen (18) years on September 1 of the school year in which admission is sought, where the minor child's parent or legal guardian neither resides nor is domiciled within the state, but the child lives within the District, if it is established to the satisfaction of the Board that the following conditions exist:

1. The child was placed and is being supervised by a private or public agency which is authorized by the State of Utah to provide residential or child placement services by the state and which does not receive significant payment from any out-of-state source for services rendered the child;

2. The child is an emancipated minor who resides within the District; or

3. The child lives with a responsible adult who is a resident of the District and who is designated as the child's guardian pursuant to the requirement in subpart 3(b) below, and:

    a. The child's presence in the District is not for the primary purpose of attending the public schools, and,

    b. The child's physical, mental, moral or emotional health would best be served by considering the child to be a resident for school purposes.

    c. A "responsible adult" under item 3 above means a resident of this state who is willing and able to provide reasonably adequate food, clothing, shelter and supervision for a minor child and is a guardian of the child.

    d. A responsible adult may obtain guardianship of a child for purposes of item 3 above upon compliance with all of the following requirements:

        i. Submission to the District of a signed and notarized statement by the child's parent or guardian having legal custody of the child that it is their intent that the child become a permanent resident of the state and reside with and be under the supervision of the named responsible adult. If the child's parent or guardian cannot be found in order to execute this statement, the responsible adult must submit and affidavit to that effect to the District.

        ii. Submission to the District of a signed and notarized statement by the responsible adult acknowledging acceptance of the responsibilities of guardianship for the child.

        iii. Submission to the District of a signed and notarized statement by the child that the child desires to become a permanent resident of Utah and reside with and be responsible to the named responsible adult, and

        iv. The Board may require in its sole discretion that the responsible adult also submit documents similar to those required by an appropriate state court under §75-5-202, 202.5 and 202.4Utah Code for appointment of a guardian.

5.0210.06 *HEARING*

Issue Date: 5/8/97

The Board may conduct a hearing to determine that:

1. The child's presence in the State is not for the primary purpose of attending public schools;

2. The child's physical, mental, or emotional health would be best served by considering the child a resident; and,

3. The responsible adult has submitted evidence of guardianship that would be accepted by a court under *§75-5-202 et seq*

5.0210.07 *ELIGIBILITY/ADMISSIONS REQUIREMENTS*

Issue Date: 5/8/97

All documents submitted for proof of guardianship shall be kept by the District for twenty (20) years unless the District receives a valid court order to do otherwise.

A parent, legal guardian or responsible adult may terminate guardianship of the responsible adult and restore it to the parent or legal guardian by submission to the District of a signed and notarized statement by that individual withdrawing his/her consent to guardianship.

Utah Code § 53A-3-402(5)
Utah Code § 53A-2-201
Utah Code § 53A-2-202

The District may require evidence that a child is eligible to attend the public free schools of the District at the time it considers an application for admission of the child. The District may withdraw any student who ceases to be a resident.

Plyler v. Doe, 1102 S.Ct. 2382(1982)
Daniels v. Morris, 746 F.2d 271 (5th Cir. 1984)

5.0210.08 *STUDENT WHO IS RESIDENT OF UTAH ATTENDING SCHOOL DISTRICT OUTSIDE OF RESIDENCE*

Issue Date: 5/8/97

The Board is responsible for providing educational services consistent with Utah state law and rules of the State Board of Education for any student who resides in another district in the state and desires to attend a school in the District, to the extent reasonably feasible and in accordance with the limitations and provisions herein.

If a school's average daily membership falls below the threshold designated by the state Board, the Board shall allow students who do not reside in the District to enroll in the school. If a school's average daily membership is above the threshold, the Board may, in its discretion, allow enrollment of nonresident students in the school upon satisfactory completion of the application process set forth herein.

The Board shall make information about the District, its schools, programs, policies and procedures available to all students who are residents of the State and express an interest in transferring into the District.

In order for a student to attend a program in the District who is not a resident of the District, and the student resides in the State of Utah, the non-resident student's parent or guardian must submit an application to the District on a form provided by the state Board of Education.

The student's parent or guardian must submit the application during the month of January prior to the school year of the application or initial enrollment to begin the following school year in the District.

Applications submitted at times other than that provided herein shall be considered only if the Board determines that there are conditions of special need that warrant consideration.

The District shall charge applicants a one-time $5.00 processing fee to be paid at the time of application.

Utah Code § 53A-2-207

5.0210.09 *NOTICE OF ACCEPTANCE OF APPLICATION*

Issue Date: 5/8/97

The District shall provide written notice to the parent/guardian of the non-resident student who applies to attend schools in the District, informing them whether the application has been accepted or rejected, within six weeks after receipt of the application by the District or by March 1, whichever is later. Written notice of acceptance of an application for enrollment shall also be sent to the nonresident student's district of residence.

5.0210.10 *DENIAL OF ENROLLMENT APPEAL*

Issue Date: 5/8/97

Denial of initial or continuing enrollment of a non-resident student in the District may be appealed to the Board. Written notice of the request for appeal to the board must be submitted to the Board within fifteen (15) days of the date of the Board's denial of the application.

Utah Code § 53A-2-209

5.0210.11 *STANDARDS FOR APPLICATION*

Issue Date: 5/8/97

Acceptance or rejection of an application shall be determined on an individual basis. Standards applied to each application include at least the following:

1. No nonresident student shall be allowed to voluntarily enroll in programs within the District unless, on a case by case basis, the District determines that there is capacity for additional students in the program for which the non-resident student applies, and that there is adequate space, facilities, and teacher availability in the class, grade level and school building for which the student applied.

2. The District shall maintain heterogeneous student populations if necessary to avoid violation of constitutional or statutory rights of student.

3. The District shall not be required to provide any program that it has not previously provided to its own student. If the District does not offer a program that the student requires, that fact shall be considered in reviewing the student's application.

4. The District shall consider the willingness of prospective student to comply with District policies.

5. The District shall consider whether an applicant's brother or sister is attending the requested school or another school in the District.

Standards may not include previous academic achievement, athletic or other extra-curricular ability, the fact that the student requires special education services for which space is available,

previous disciplinary proceedings, except that the District may deny applications from student who have committed serious infractions of the law or school rules, including rules of the District which may not have been rules of the student's prior district where the conduct occurred. The District may deny applications from students who have been guilty of chronic misbehavior which would, if continued, endanger persons or property, cause serious disruptions in the school, or place unreasonable burdens on school staff.

The Board may, in its discretion, allow provisional enrollment of students with prior behavior problems. In such cases the Board will, on a case by case basis, establish conditions under which enrollment of the nonresident student would be permitted. The Board may also impose such conditions on a nonresident student previously enrolled in the District, under which the nonresident student's enrollment would be continued.

5.0210.12 *PARTICIPATION IN INTER-SCHOLASTIC COMPETITION*

Issue Date: 5/8/97

The participation by non-resident students in interscholastic competition shall be governed under rules established by the State Board of Education, in consultation with the Utah High School Activities Association. Final determination as to extent of participation shall be made by the Board of Education or coaches delegated such authority.

5.0210.13 *TERMINATION OF ENROLLMENT*

Issue Date: 5/8/97

Once a non-resident student is enrolled within a school in the District, the student may remain enrolled, subject to compliance with all rules and standards established for students in the District, and is not required to submit annual or periodic applications unless one of the following occurs:

1. The student graduates;

2. The student is no longer a Utah resident;

3. The student is suspended or expelled from school; or

4. The District determines that enrollment within the school in question will exceed 90% of maximum capacity during the coming school year. However, this subsection (4) shall not apply to a student who was attending the District schools prior to January 1, 1993.

Determination of which nonresident students will be excluded from continued enrollment in the District during a subsequent year is based upon time in the District, with those most recently enrolled being excluded first. Non-resident students who will not be permitted to continue their enrollment in the District shall be notified on or before March 15 of the school year prior to the school year during which enrollment will be denied.

5.0210.14 *TRANSPORTATION*

Issue Date: 5/8/97

The parent/guardian of the non-resident student must arrange for the student's own transportation to and from schools. The District shall provide transportation for a non-resident student on the basis of available space on an approved route within the District to the school of attendance if District students would be eligible for transportation to the same school from that point on the bus route and the student's presence does not increase the cost of the bus route.

Utah Code § 53A-2-213

5.0210.15 *WITHDRAWAL OF ENROLLMENT*

Issue Date: 5/8/97

The parent of a non-resident student enrolled in the District may withdraw the student from the District for enrollment in another district by doing one of the following:

1. Submitting notice of intent to enroll the student in the student's district of residence for the subsequent year. Notice must be submitted to the District no later than March 15 of the school year prior to the school year when enrollment with the District will cease.

2. Submitting notice of intent to enroll the nonresident student in another nonresident district for the subsequent school year. Notice must be submitted to the District, together with a letter of acceptance from the proposed district of attendance, not later than March 15 of the school year prior to the school year when enrollment with the District will cease.

3. If the parent desires to change the student's enrollment during the school year or after March 15, the parent must obtain approval from both the District and the district in which enrollment is sought.

Unless provisions have previously been made for enrollment in another school, if the District releases a nonresident student from enrollment in the District, the Superintendent shall immediately notify the student's district of residence.

If the District receives notice from another district that a student residing in the District, but who has been enrolled in the other district, is released from enrollment with that district, the District shall enroll the student in the appropriate District school and take such additional steps as may be necessary to ensure compliance with laws governing school attendance.

Utah Code § 53A-2-207

Children residing in another District of the state may attend school in this District if written permission is granted by the Board. The Board shall require a student residing in the state, but not within the District to pay tuition in order to attend school in the District. The tuition shall not exceed the per capita expenditure for the program in which the child seeks to enroll, less the state contribution for the program.

Utah Code § 53A-12-101

The Board may allow a student residing outside the state to attend school within the District, but shall charge the nonresident child tuition at least equal to the per capita cost of the school program in which the child enrolls, unless the Board, in open meeting, determines to waive all or part of the change for that child. Such action shall be recorded in the minutes of the meeting.

Utah Code § 53A-2-205

5.0210.16 *REQUIRED IDENTIFICATION*

Issue Date: 5/8/97

Upon enrollment of a student for the first time in a particular school in the District, that school shall notify in writing the person enrolling the student that within thirty (30) days s/he must provide the school with either a certified copy of the student's birth certificate, or other reliable proof of the student's identity and age, together with an affidavit explaining the inability to

produce a copy of the birth certificate. If the affidavit appears inaccurate or suspicious, the school shall immediately report such concerns to the Bureau of Criminal Identification within the Department of Public Safety. If a person enrolling a student fails to comply with this requirement, the school shall notify that person in writing that unless s/he complies within ten (10) days the case shall be referred to the local law enforcement authority for investigation. If the person fails to comply within the ten (10) day period, the school shall refer the case to the Bureau of Criminal Identification within the Department of Safety.

Utah Code § 53A-11-503

5.0210.17 *MISSING CHILD*

Issue Date: 5/8/97

If a school within the District receives notification from the Bureau of Criminal Identification that a child which is currently or was previously enrolled is missing, the school shall flag that child's records sufficiently to alert school officers that the record is that of a missing child. If the school receives notification form the Bureau of Criminal Identification that the child is no longer missing, it shall remove the flag from the record.

Utah Code § 53A-11-502

5.0210.18 *TRANSFER STUDENTS*

Issue Date: 5/8/97

Within fourteen (14) days after enrolling a transfer student, a school shall request, directly from the student's previous school, a certified copy of his record, and shall exercise due diligence in obtaining the record.

Utah Code § 53A-11-504

If a school within the District is requested to forward a copy of a transferring student's record to the student's new school, it shall comply unless the record has been flagged as being that of a missing child, in which case the copy shall not be forwarded and the school shall notify the Bureau of Criminal Identification of the request. Any knowledge as to the whereabouts of a missing child shall be reported immediately to the Bureau of Criminal Identification.

Utah Code § 53A-11-502,504

5.0210.19 *IN-DISTRICT TRANSFERS*

Issue Date: 9/11/09

Students may transfer only one time from any district school to another during a school year. More than one transfer request per student will need approval from each school principal and the board of education.

5.0210.20 *IMMUNIZATIONS*

Issue Date: 5/8/97

Any student enrolling in the District for the first time must provide satisfactory evidence of required immunizations.

Utah Code § 53A-11-301

A student may not enter school without a Certificate of Immunization except:

1. A student who, at the time of enrollment, has not been completely immunized against diseases specified by the Department of Health may attend school under a conditional enrollment if the student has received one dose of each specified vaccine prior to enrollment.

2. A student is exempt from receiving the required immunizations based upon one or the following:

    a. The student has received a certificate from a licensed physician stating that due to the physical condition of the student one or more specified immunizations would endanger the student's life or health; or

    b. The student provides a form from the Department of Health stating that the person is a bona fide member of a specified, recognized religious organization whose teachings are contrary to immunization which is also signed by one of the student's parents or the student's legal guardian or a brother or sister of legal age or the student, if the student is eighteen (18) years of age or older; or

    c. The student provides a form stating that the person has a personal belief opposed to immunizations which is signed by a parent, guardian, brother or sister more than eighteen (18) years of age and such signature is witnessed by a local health officer or designee.

Utah Code § 53A-11-302

5.0210.21 *HEALTH EXAMINATIONS*

Issue Date: 5/8/97

The principal of each District school shall ensure that each student admitted to that school has complied with Department of Health requirements for vision, dental and hearing examinations.

Utah Code § 53A-11-201

5.0210.22 *PLACEMENT OF TRANSFERS*

Issue Date: 5/8/97

Records and transcripts of students from Utah nonpublic schools or from out of state shall be evaluated, and students shall be placed promptly in appropriate classes.

5.0210.23 *EXPELLED FROM ANOTHER DISTRICT*

Issue Date: 5/8/97

A student who has been expelled from another school district who is otherwise eligible to enroll may enroll in District schools; however, upon receipt of the expulsion order from the other school district, the District may continue the expulsion under the terms of the order or may allow the student to attend classes without completing the period of expulsion.

5.0210.24 *CREDITS AND RECORDS TRANSFERS*

Issue Date: 5/8/97

The District shall accept all credits earned toward state graduation requirements by students in a school accredited or approved by the State Board of Education or a regional accrediting body recognized by the U.S. Department of Education.

Utah Admin Rule 300-410-3, 4, 5

5.0210.25 *NONRESIDENT STUDENT GRADUATION*

Issue Date: 5/8/97

The District shall award a diploma to a nonresident student attending school within the District during the semester immediately preceding graduation if the student meets graduation requirements generally applicable to students in the school. The District does not require that a student attend school in the District for more than one semester prior to graduation in order to receive a diploma.

5.0210.26 *FOREIGN EXCHANGE STUDENT DIPLOMA*

Issue Date: 5/8/97

It is the policy of the District that foreign exchange students will receive an honorary high school diploma unless the student appealed to the graduation committee when s/he enrolled in a Duchesne County School District high school. The appeals are reviewed and decisions are made on a case-by-case basis. This may be determined by present and previous performance and teacher recommendations. The student must meet all State and District graduation requirements. The diploma will specify “Foreign Exchange Student” in order to avoid receiving a diploma from the District and from the student’s home school.

5.0210.27 *HONORARY DIPLOMAS*

Issue Date: 11/9/23

Duchesne County Board of Education may choose on a case-by-case basis to award an honorary diploma to citizens of Duchesne County who did not graduate from District high schools. This may include veterans of World War II, the Korean War, and the Vietnam War. Because veterans of more recent conflicts were required to have a high school diploma in order to enter the military, they are not addressed in Utah legislation.

Individuals, their family members, or representatives who are interested in receiving an honorary diploma, for themselves or someone else, shall request an honorary diploma from a school or district official. In addition to information identifying the individual, the school/district may require:

1. A brief biographical sketch of the nominee including their education, service, career, career, accomplishments, and awards.

1. A brief summary listing how the nominee has met the requirements specified by Utah Code.

2. If applicable, verification from the Department of Veterans and Military Affairs certifying that the nominee served in the armed forces of the United States during the period of World War II, the Korean War, or the Vietnam War and that the nominee was honorably discharged; or was released from active duty because of a service-related disability.

Honorary diplomas may be awarded as part of the yearly graduation ceremonies for District high schools or at other times as decided by school/district officials.

On a case-by-case basis the Duchesne County Board of Education can choose to award an honorary diploma to other citizens of Duchesne County who did not graduate from district high schools. The Board or a designee will determine the criteria for awarding honorary diplomas but may consider these:

- An individual who has made a notable contribution of time, talents, or resources to an individual school or the community.
- An individual who inspires and encourages current and past students.
- A community member who achieves state or national prominence.
- A member of the business, civic, health, education, or philanthropic community that has made a significant contribution to the local community.

Legal Reference Synopsis
Utah Code 53A-3-427 Honorary High School Diploma for Certain Veterans

5.0210.28 *STUDENT ELIGIBILITY: STANDARDS*

Issue Date: 5/8/97
Updated: 11/10/05

1. Academics: Satisfactory academic standard is defined as maintaining a "C" (2.0) average grade point or above for the preceding academic term.

   Make up of credit: Students must have a 2.0 GPA with no F's from the previous quarter. Spring quarter grades will be accepted for fall competition. Deficiencies in grades may be made up according to UHSSA policy (page 21 scholastic rule, section 7) during summer school period provided the same class is offered that the student is deficient in. The class must be made up at the participant's school's summer program, UBATC, USU, or in the event no summer program is available at a school, in a summer program that has prior approval from the school principal. Courses not offered at the above mentioned schools cannot be made up. All summer school grades will be pass/fail. The student's GPA will then be recalculated to see if he/she has the necessary GPA to be eligible for participation in fall sports. A student's citizenship must be in line with the current high school's citizenship policy.

Citizenship: An acceptable citizenship standard is defined as not receiving any "unsatisfactory" (or 'U') grades in citizenship. If "unsatisfactory" citizenship grades are received, the student shall remain ineligible until they are cleared by the teacher and with approval of the school administration. The basis for citizenship grading shall be policies and regulations established by the student government and school administration.

5.0210.29 *STUDENT ELIGIBILITY: ENFORCEMENT*

Issue Date: 5/8/97

1. Each advisor or coach to any activity group or team is to submit a complete list of probable participants to the principal as soon as participants are known, and prior, if possible, to the beginning of tryouts, practice or rehearsals for the activity. The principal shall issue to the advisors and coaches a list of ineligible students.
2. The activity sponsor or coach may also make an additional group or team standard for participation, other than academic standards. The activity sponsor or coach may declare any student ineligible for violating the group standards; e.g., training rules, profanity, unsportsmanlike conduct, etc.

3. The administration may at any time suspend a student temporarily or permanently for deficiency in academic study or citizenship, which if not corrected, would cause failure in the class or citizenship problems in the school and community.

5.0210.30 *STUDENT ELIGIBILITY: EXCEPTIONS*

Issue Date: 5/8/97

4. Any student who through tests has been certified by the school administration as possessing a disability which prevents him/her from achieving a "C" average grade point shall be exempt from the provisions but must pass all classes in order to be eligible. An IEP will be required to outline the alternative program for individual students.

5. The National Honor society is authorized by the Board to require a higher academic standard for membership and participation. Others may be approved by action of the Board.

5.0210.31 *STUDENT ELIGIBILITY: DRUG, ALCOHOL AND TABOCCO TESTING OF STUDENT PARTICIAPANT POLICY*

Issue Date: 11/4/14

Purpose and Objectives:

Based upon input by administrators, coaches, sponsors and others involved in student activity programs, the District finds that a mandatory drug testing program for all students in grades seven (7) through twelve (12) who participate in extracurricular activities, is necessary for the following reasons:

1. Health and safety of the individual and others: any student participating in an activity under the influence of an illegal drug or alcohol creates a risk of death or serious bodily injury, not only to the student, but to other participants and spectators.

2. Prevention: Many students will be able to say no to drugs because they will have an additional reason (i.e., participation in student activity programs) to avoid the use of drugs.

3. Intervention: Individuals desiring to participate in activities will seek professional, clerical or parental assistance for their drug or alcohol problems.

Definitions:

Alcohol: Any alcoholic liquor as defined under Utah Code 34-38-1.

Non Punitive: Test results will not be disclosed to law enforcement or juvenile authorities absent a valid and binding subpoena or other legal process issued by a court of competent jurisdiction.

Drug: Any controlled substance as defined in Utah Code 34-38-6, except those possessed and/or used pursuant to a valid prescription.

UHSAA: The Utah High School Activities Association.

Sample: "Sample" means urine, blood, breath, saliva, or hair.

Extracurricular: Student council, cheerleading, all activities sponsored by the UHSAA, and other activities (FFA, FCCLA, FBLA etc.) as identified and approved by the Board.

Student Participant: Any student participating in extracurricular activities sponsored by the Duchesne County School District.

Sport Season: The period beginning on the first day of practice allowed by the UHSAA for any sport in which a student athlete participates and ending the last day of competition for the sport season.

Participation Dates: Participation in non-sport activities will be defined by nature of the participation. Student government responsibilities will begin when the participant is sworn in.

Effective Date:

Duchesne County School District (the "District") may, effective this school year, begin conducting mandatory drug testing program for student participants in grades seven (7) through twelve (12).

Written Consent Required Suspension:

Before any student participates in any extracurricular program, the student and the student's custodial parent or lawful guardian shall execute and deliver to the District a written consent in the form attached hereto as Exhibit A.

Any student who refuses or fails to provide a duly executed consent or who refuses or fails to comply with the provisions of this policy shall not be allowed to participate in any extracurricular program sponsored by the District until the student/parent fully complies. Any student who willfully provides a false sample, or who otherwise tampers with a sample or undertakes any effort to obstruct, evaluate or impair the accuracy of a drug test, shall likewise be prohibited from or suspended from participation in extracurricular activities for at least two weeks. Participation may continue after two weeks provided the student provides a negative sample.

Student Selection:

At the option of the District, all participating students may be tested for drug or alcohol use at the beginning of any sport/activity season. In addition, random testing may be conducted during the season on a weekly basis or any other frequency determined by the District. Selection for random testing will be by lottery drawing from a "pool" consisting of all students participating in extracurricular programs sponsored by the District at the time of the drawing. Separate pools may be established on a team-by-team basis. The Superintendent or designee

shall take all reasonable steps to assure the integrity, confidentiality and random nature of the selection process including, but not necessarily limited to: assuring that the names of all participating students are in the pool; assuring that the person drawing names has no way of knowingly choosing, or failing to choose particular students for the testing; assuring that the identity of students drawn for testing is not known by the person making the selection or by persons involved in the analysis of the sample and assuring direct observation of the selection process by at least two (2) adults.

Procedure for Random Drawing:

- Prior to the start of practice for a particular activity, all students who wish to participate in such activity shall submit a signed consent in the form attached hereto as Exhibit A.

- To assure the anonymity of the participants tested, each participant will be assigned a number at the beginning of testing. Only the participant and the Superintendent or designee will know the numbers and the identity of the student, to whom such number is assigned.

- The Superintendent or designee will keep the number lists in a secure place accessible only to authorized personnel. After all numbers are drawn for a particular week, they will immediately be returned to the pool of numbers for that activity, in order to assure randomness of draw. It is possible that the number of a participant may be drawn several times during the season, or not drawn at all.

- All participants may be subject to submit to a drug test (the "initial test") between the first practice date and/or the first date of competition for the activity in which the participant desires to participate. If the participant has already been initially tested as a result of his or her participation in another activity during the activity season no further test shall be required.

- From the date of the first practice until the date of the final competition for each activity, at least ten (10%) of the total number of participants on the team/group may be tested each week.

- If the student fails the initial test, the student will be required to meet with an administrator and parents. The student will be placed in a probationary pool separate from the general pool.

- Students placed in the probationary pool may be tested at least once every thirty days.

Urine Sampling Procedure:

- On the day the numbers are drawn, selected students will be notified and must immediately report to the designated place to produce a urine sample.

- They will be given a sample collector with instructions and an explanation of the process.

- Student will be ushered to a private bathroom stall where they will produce the urine sample.

- All students providing urine samples will do so alone in the bathroom stall with the door slightly ajar sufficient to permit monitoring, but closed sufficient to provide personal privacy.

- Adult monitors (2 monitors will be present at all times) will be assigned to listen for unusual sounds other than normal urination, while outside the privacy stall.

- Adult monitors and other persons collecting or assisting in the collection of the urine sample shall be of the same gender as the student giving the urine sample.

- All excess clothing, coats, extra shirts, and other garments or clothing accessories will be removed before entering the stall.

- Students may be asked to empty their pockets and surrender purses, wallets, backpacks or other bags, sacks or pouches, in order to assure counterfeit urine samples are not hidden on their person; however, full body "pat-downs," body cavity searches or strip searches will be absolutely prohibited.

- The urine sample container will then be sealed with the number of the student printed clearly on the outside.

- If the panel-integrated cup does not function properly, the student will be required to provide another sample as soon as practical.

- Samples will be collected at a mutually convenient time on the same day the student is selected for testing or, if the student is absent on that day, on the day of the student's return to school. If a student is unable to produce the urine sample, they will remain under supervision until a sample can be provided.

Alcohol Breathalyzer Procedure:

Students who participate in extra-curricular activates will be subject to random breathalyzer tests. Students may also be tested if alcohol use is suspected. Breathalyzers may be used on busses, hotel rooms, or in any other area a student may be in during a school-sponsored event.

(Testing of students will be done in private and in the presence of two adults.)

Prescription Medication:

Students who are taking prescription medication must provide a copy of the prescription or a doctor's verification to school personnel at the time a urine sample is collected or within forty-eight hours after the urine sample is taken. If test results are still unclear due to the possibility of prescription drugs the test, along with copies of the prescription, will be sent to a lab for further analysis. Students who refuse or fail to provide timely verification of prescriptive drug use and who test positive will be subject to the actions specified below for "positive tests" irrespective of their use of prescriptive medications.

Scope of Tests:

A Urinalysis test will be performed by the use of a panel-integrated cup with adulteration strip.

Urine test will test for marijuana, cocaine, and opiates including amphetamines, methamphetamine with ecstasy PCP, and Tobacco.

Access to Results:

The testers will be authorized to report results only to the Superintendent or such other adult persons as the Superintendent may designate. Test results shall be destroyed no later than the individual's graduation.

Procedures in the Event of a Positive Result:

A student may contest the results of a mandatory test. If a student or parent contests the mandatory test result, a second test can be administered as soon as a second sample is produced.

Students will remain under the supervision of the test administrator until the second sample is produced.

Consequences of Positive Result:

First offense: Suspension from two consecutive games, meets, matches, competitions or performances at the same level of play or two weeks whichever is greater. Practice may be continued following a personal assessment of the student by a licensed substance abuse intervention or treatment program and/or participation in a district approved intervention program. No practice or participation will occur until the personal assessment has been completed.

Second Offense: If a second offense should occur, during any activity season, the student will be suspended for the remainder of that activity season or a six-week suspension from games, meets, matches, competitions or performances whichever is greater. Student participation in an assessment by a licensed substance abuse intervention or treatment program with prescribed

follow-up is required. Practice may continue only after the assessment has been completed and positive participation in the prescribed follow-up is occurring.

Third Offense: An eighteen-week suspension from all games, meets, matches, competitions, performances and practices. Reinstatement of eligibility at the end of the eighteen-week suspension is predicated upon successful completion of a formal assessment, intervention and treatment program. In all of the foregoing offenses, local school and/or district requirements, which deal with discipline, suspension, corrective measures, parent/guardian involvement, rehabilitation, and so forth, must be met.

Imposed Consequences as specified by UHSAA Policy:

- Violations carry over year-to-year and sport/activity to sport/activity in a participant's career (there is no "fresh start" each year).
- Violations must occur and be discovered during a sport/activity season.
- Any penalties for violation follow the student to any school to which he/she transfers.
- Any violation beyond the third offense carries the same penalty as the third offense.

Non-punitive Nature of Policy:

No student shall be penalized academically for testing positive for use of illegal drugs or alcohol, nor shall any student be denied the right to participate in or otherwise be denied any benefits, services, or programs of the District, other than participation in the District's activity programs as outlined above.

The results of drug tests pursuant to this policy will not be documented in any student's academic records. Information regarding the results of drug tests shall be kept confidential between the Superintendent, the building principal or designees and the student's parent or legal guardian and the student.

In particular, test results will not be disclosed to law enforcement or juvenile authorities absent a valid and binding subpoena or other legal process issued by a court of competent jurisdiction.

In the event of service of any such subpoena or legal process, the student's custodial parent or legal guardian will be notified in writing as soon as reasonably possible, but in no event less than seventy-two (72) hours before a response is made by the District unless a response is due within a shorter time frame.

Notification shall be made in writing and shall be deemed complete upon the deposit thereof in the U. S. Mail, postage prepaid, addressed to the last known address of the student or his or her parent or legal guardian or upon personal service upon the student participant's parent or legal guardian. Verbal notification may be given, if time does not permit written notification within the seventy-two (72) hour time period.

Voluntary Testing Program:

Duchesne School District is truly concerned and committed to helping students who are encountering drug, tobacco or alcohol problems. The District recognizes that a student with drug dependency or use problems are not able to work to his or her fullest potential and stands a greater chance of coming into contact with law enforcement due to increased exposure to criminal activity.

To assist in the ultimate goal of drug-free schools and drug-free students, the District will provide voluntary drug testing to any student whose parents request the testing be done. The

procedure for sampling and testing shall be conducted under substantially the same sampling procedure as set forth above, provided however immediate onsite results may be given to the student's parent or legal guardian.

The testing will be provided at no cost to parents and will be kept absolutely confidential, except for the parent/legal guardian, student and test laboratory personnel.

Based upon such test results the District will not take legal or criminal actions.

No record will be kept of such voluntary test results.

This service is offered solely for the information of the parent(s) and it is ultimately their decision what to do with the information. The results of a positive voluntary test result place the student in the same position as a participating student who tests positive under the mandatory program.

Nonparticipating students who test positive will have results reported to the parents. The school will pay for a maximum of three tests for nonparticipating students.

Notwithstanding the foregoing, voluntary drug testing will not be allowed for any student participant between the times when he or she has been selected for a random test and until the test results therefore have been determined positive or negative.

Resources:

North Eastern Counseling Center (Drugs/Alcohol) Robin Hatch 435-725-6300

Tri-County Health Dept. (Tobacco) 435-722-6300

Utah Code 34-38-1-15

5.0210.32 *FOREIGN EXCHANGE STUDENTS*

Issue Date: 5/8/97

The District may include membership and attendance of exchange students for the purpose of the apportionment of state funds if:

The student is sponsored by an agency approved by the State Board of Education; and

The Board approved the enrollment of the student prior to the student's arrival in the United States.

5.0220 ATTENDANCE REQUIREMENTS

5.0220.01 *DEFINITIONS*

Issue Date:4/2/26

1. Absent
   "Absence" or "absent" means the failure of a school-age child assigned to a class or class period to attend at least half of the class or class period as defined by the District. It does not mean multiple tardies used to calculate an absence for the sake of a truancy.

Utah Admin. Rules R277-607-2(1) (March 10, 2025)

2. Parent Excused
   When a student is absent from school for any reason, it is required that a parent or guardian contact the designated school official concerning said absence. If no excuse is provided within three school days, then said absence will be considered unexcused. In elementary schools, this may lead to a compulsory education violation. In secondary schools, this may result in a truancy.

   "Valid excuse" means:
   A. an illness, which may be either mental or physical, regardless of whether the school-age child or parent provides documentation from a medical professional;
   B. behavioral health of the school-age child;
   C. a family death;
   D. an approved school activity or suspension;
   E. an absence permitted by a school-age child's: individualized education plan; or section 504 accommodation plan;
   F. Any reason made pursuant to Section 53G-10-205 or 53G-6-803(5).

Utah Admin Rules R277-607-2

3. Chronic Absenteeism
   A student misses 10% or more of days enrolled, for any reason, and makes a school aware that a beginning of tiered supports may be needed.

Utah Admin Rules 277-607-2(2)

4. School Excused
   A school activity approved by the principal.

5. Hospitalization
   The student is admitted in a hospital and the necessary recovery days afterward.

6. Truancy/Sluff (skipping class)
   Any time a student stays away from school without parental or school permission or any time a student leaves school for any reason without prior parental notification to school officials.

7. Habitual Truant
   A school-age child who is in grade 7 or above and at least 12 years old, who fails to cooperate with efforts on the part of school authorities to resolve the school-age child's attendance problems.

Utah Code 53G-8-211 (1-b-iii-B)

8. School-age child
   A minor who: is at least 6 years old, but younger than 18 years old and is not emancipated.

Utah Code 53G-6-201

9. Others
   Schools may establish other designations to be more specific regarding the attendance categories listed above. Examples of such specific attendance designations could include: out-of-school suspension, in-school suspension, study hall, vacation, school excused, medical, etc.

5.0220.02 *ELEMENTARY SCHOOL ACTIONS*

Issue Date: 4/2/26

1. It is the responsibility of teachers to ensure accurate attendance has been recorded in the manner prescribed by the district.

2. It is the responsibility of the administrator or a designee to record and track a student's absences and, within certain limits, to send notifications to parents and, ultimately, to the proper governmental agencies.

3. Process for Notice of Compulsory Education Violation related to elementaries (child is in 1st-6th grade and 5-11 years old):

   A. Before five days of unexcused absences within a school year, the administration, or designee, will make a Contact Of Inquiry (email, letter, phone call with a follow-up email).

   B. After five days of unexcused absences within the school year, administration, or designee, will send a letter of Compulsory Education Violation through certified mail.

   C. After 10 days of unexcused absences within the school year, and parents/guardian(s) have failed to make a "good faith" effort to meet attendance requirements, the administration will submit a referral to DCFS.

4. Notice of Compulsory Education Violation— A school administrator, a designee of the school administrator, a law enforcement officer acting as a school resource officer, or a truancy specialist may only issue a notice of compulsory education violation to a parent of a student, if the student is in grade 1 through 6 and if the student is truant at least five (5) times during the school year.

The notice of compulsory education violation shall:

   a. direct the student's parents to meet with designated school authorities to discuss the student's attendance problems and cooperate with the District to secure regular attendance by the student.

   b. specify the school authorities with whom the parent is required to meet.

   c. state that it is a class B misdemeanor for the student's parent to intentionally or without good cause fail to meet with the designated school authorities to discuss the student's attendance problems or fail to prevent the student from being truant an additional five (5) or more times during the remainder of the school year.

   d. be served on one of the student's parents by personal service or certified mail.

   e. the District shall report violations of this policy to the appropriate city, county, or district attorney.

Utah Code § 53G-6-202 (2021)

5. If school personnel have reason to believe that, after a notice of compulsory education violation is issued, the parent has failed to make a good faith effort to ensure that the school-age child receives an appropriate education, the issuer of the compulsory education violation shall report to DCFS (the Division of Child and Family Services):

a. identifying information of the school-age child and the parent who received the notice of compulsory education violation;

b. information regarding the longest number of consecutive school days the school-age child has been absent or truant from school and the percentage of school days the school-age child has been absent or truant during each relevant school term;

c. whether the school-age child has made adequate educational progress;

d. whether the requirements of Section 53G-6-206 have been met;

e. whether the school-age child is two or more years behind the local public school's age group expectations in one or more basic skills; and

f. whether the school-age child is receiving special education services or systematic remediation efforts.

5.0220.03 *SECONDARY SCHOOL ACTIONS*

Issue Date: 4/2/26

1. It is the responsibility of teachers to ensure accurate attendance has been recorded in the manner prescribed by the district.

2. It is the responsibility of the administrator or a designee to record and track a student's absences and, within certain limits, to send notifications to parents and, ultimately, to the proper governmental agencies.

3. Process for Notice of Truancy Violation related to secondary schools (child is in 7th-12th grade and is 12-17 years old):

    a. Before five days of truancy within a school year, the administration, or designee, may make a Contact of Inquiry with the parents/guardians of the student to inform them of the truancy status (email, letter, phone call with follow-up email, etc).

    b. Upon the 5th (or subsequent) day of truancy within the school year, school administration, or designee, shall send a First Letter of Excessive Truancy to parents/guardians. Parents will be directed to meet with school authorities to discuss the truancies and to begin or continue an evidence-based alternative intervention to secure regular attendance.

    c. Upon the 5th (or subsequent) day of truancy from the date of the First Letter of Excessive Truancy (minimum of 10 total truancies), the student and parents/guardians have failed to cooperate with efforts on the part of school authorities to resolve the school- age child's attendance problems and have reached the status of a Habitual Truant. School administration, or designee, shall send a Second Notice of Excessive Truancy Letter through certified mail. Parents will be directed to meet with school authorities to discuss the truancies and to begin or continue an evidence-based alternative intervention to secure regular attendance. Possible interventions could include mentorship, group counseling, learning executive function skills, community resources, or other similar programs.

    d. Upon the 5th (or subsequent) day of truancy from the date of the Second Letter of Excessive Truancy (minimum of 15 total truancies), the student and parents/guardians

have failed to cooperate with efforts on the part of school authorities to resolve the school- age child's attendance problems and have reached the status of a Habitual Truant for the second time. School administration, or designee, shall send a Third Notice of Excessive Truancy Letter through certified mail. Parents will be directed to meet with school authorities to discuss the truancies and to begin or continue an evidence-based alternative intervention to secure regular attendance. Possible interventions could include mentorship, group counseling, learning executive function skills, community resources, or other similar programs.

e. Upon the 5th (or subsequent) day of truancy from the date of the Third Letter of Excessive Truancy (minimum of 20 total truancies), the student and parents/guardians have failed to cooperate with efforts on the part of school authorities to resolve the school- age child's attendance problems and have reached the status of a Habitual Truant for the third time. School administration, or designee, shall refer the case to Juvenile Court.

Utah Code 53G-8-211 (5)

5.0220.04 *EXEMPTIONS*

Issue Date: 5/8/97
Updated: 4/2/26

Students who meet one or more of the following conditions to the satisfaction of the Board shall be exempt from compulsory attendance requirements and shall be given a certificate, issued by the Board, stating that the minor is excused from attendance during the time specified on the certificate.

1. A student over age sixteen (16) may receive a partial release from school to enter employment, or attend a trade school, if the student has completed the eighth grade.

On an annual basis, a school-age child may receive a full release from attending a DCSD school if one of the following is established to the Board's satisfaction:

a. The school-age child has already completed the work required for graduation from high school.

b. The school-age child is taught at home in the subjects prescribed by the State Board of Education in accordance with the law, and for the same length of time as school-age children are required by law to be taught in the District.

c. The school-age child is in a physical or mental condition, certified by a competent physician or physician assistant if required by the local school board or charter school governing board, which renders attendance inexpedient and impracticable.

d. Proper influences and adequate opportunities for education are provided in connection with the school-age child's employment.

e. The Superintendent has determined that a school-age child over 16 years old is unable to profit from attendance at school because of inability or a continuing negative attitude toward school regulations and discipline.

Utah Code 53G-6-204

5.0221 HOME SCHOOL POLICY

5.0221.01 *PURPOSE OF THE POLICY*

Issue Date: 2/6/97

Whereas the Board is totally committed to the appropriate education of all Duchesne County students, successful home schooling will be accomplished when each student's educational plan is thoroughly outlined and implemented by each approved home school. It is the desire of the District to establish a cooperative working relationship with all approved home schools.

5.0221.02 *HOME SCHOOL POLICY*

Issue Date: 2/6/97
Updated: 5/1/25

It is the policy of the Duchesne County Board of Education to recognize the rights of parents to enroll their children in educational programs other than public schools. Parents shall provide a one-time notification to the Board of their intent to educate their children in a home school. Once notification has been received, the District will acknowledge receipt of the notification within 30 days and maintain documentation of the notification. With this notification, the parent assumes sole responsibility for the education of the school-age child, except to the extent that the child is dual-enrolled in a public school.

1. A parent of a child who attends a home school is solely responsible for:

    a. The selection of instructional materials and textbooks;

    b. The time, place, and method of instruction, and

    c. The evaluation of the home school instruction.

    Upon a parent's request, the District shall identify the knowledge, skills, and competencies a student is recommended to achieve by grade level and subject area to assist the parent in achieving college and career readiness through homeschooling.

2. When children enter home schooling, they are not eligible to reenter District schools as full-time students for one full semester except under dual enrollment. Students will be allowed reentry at the beginning of a term but not less than 18 weeks following the original notification of intent to home school. Exceptions to reentry shall be addressed by the Board.

The District recognizes that parents are ultimately responsible for their children's educational program. The following services are available to assist approved home schools by the District.

a. Schools may lend the home school student basic textbooks, study guides and other materials, based on availability, similar to that which other students receive. There may be fees for some of these materials, but they will be equivalent to what all students are required to pay. Fee waivers are available to qualifying applicants.

b. Home school parents shall have the opportunity to consult with principals, teachers and counselors to help them succeed in directing the education of their children. Under existing dual enrollment laws, parents may enroll students in classes they choose not to teach in the home.

c. Home school students who qualify under state and federal law for special services will be able to receive those services only in the public school system.

d. Home school students may be eligible to participate in school activities such as field trips, club, special programs, sports, dances, driver's education, and other extra-curricular activities. Home school families may be required to provide supervision when requested by the principal or designee. Violations of safe schools policy will result in denial of future participation in school activities as determined by District authorities. Any fees required for participation shall be equivalent to what all students are required to pay.

e. Whereas District policy requires a minimum grade point average of 2.0 for participation in all extra-curricular activities, the District shall provide reasonable equivalent criteria to measure academic performance for home school students. Testing and other criteria to award credit will be jointly agreed upon by the parents, students, and local school officials.

5.0221.03 *PARTICIPATION OF PRIVATE AND HOME SCHOOL STUDENTS IN STATEWIDE ASSESSMENTS*

Issued Date: 5/1/25

Home School Student Participation—

Home School students who are Utah residents may participate in statewide assessments in the District when convenient to the student's circumstances and subject to the following requirements:

1. The student must have satisfied the home school requirements set forth in Utah Code § 53G-6-204.

2. The home school student must pay charges or fees for the testing on the same basis that students enrolled in the school must pay charges or fees.

3. The District shall determine in which school(s) qualifying home school students will take statewide assessments.

The District shall determine the limits, if any, of number of non-public school students that can be accommodated by the school.

Private School Student Participation—

Private school students who are Utah residents may be allowed by the District to participate in statewide assessments administered in the District, subject to the following conditions:

1. The student or private school must pay, in advance, the full cost to the District of administering the testing. These testing costs include facilitating, proctoring, materials, scoring, reporting, and state-related costs.

2. The District shall determine in which school(s) private school students may take the statewide assessment.

3. The District shall determine the limits, if any, of number of non-public school students that can be accommodated by the school.

4. In the event a private school student has an IEP or 504 Accommodation Plan in place requiring special accommodations, it is the responsibility of the private school student/parent to indicate such with the initial request. The Assessment Department shall review the requested accommodation(s) and determine the costs and feasibility of the request. The private school student shall be informed of the results of the determination prior to the

assessment date. Any costs related to providing the approved accommodations must be paid prior to the assessment date.

Upon request of a home school or private school student or the student's parent or guardian, the District shall provide a copy of the schedule of statewide assessment dates, the locations at which home school students may be tested, and the application for testing.

Home school or private school students who desire to participate in a particular statewide assessment must make the request in writing at least 30 days before the test date. The District shall respond in a reasonable time frame following the receipt of the request. Where the request to participate is approved, the District shall provide notice to the home school student and his or her parent or guardian of testing rules, required identification and proof of residency, and materials that the student may or may not bring or use for the test.

A private school administrator or the Parent of the home school student is required to be present at the assessment site to remove the student if the student becomes disruptive to the assessment environment.

5.0222 RE-ENTRY INTO PUBLIC SCHOOLS

5.0222.01 *STUDENTS RETURNING FROM PRIVATE OR HOME SCHOOLS*

Issue Date: 4/10/97

Students who have not been enrolled in public school but have been enrolled in a private school or home school shall be admitted to District public schools upon application to the District by parent or guardian, subject to all eligibility requirements imposed by District policy, state and federal law and regulation.

5.0222.02 *PLACEMENT*

Issue Date: 4/10/97
Updated: 5/1/25

Students requesting re-admission at grade levels kindergarten through eighth grade (K-8) shall have appropriate placement testing performed to determine the grade level in which the student shall be place upon admission.

Students entering the secondary grades after participation in home or private school will be required to fulfill all graduation requirements.

To be awarded a high school diploma from a Duchesne County School District high school, a student must meet the credit requirements established by the State Board of Education and Duchesne County School District (Utah Admin. Rules R277-705-3,4, and DCSD 4.0510.04).

Students wishing to earn a diploma from a DCSD high school must attend said high school for at least one semester of their graduating year.

Utah Code § 53G-6-40

Transferable homeschool credit is obtained by successfully completing a course at an accredited school. Alternatively, when available, students may earn credit by demonstrating competency of standards as presented on the Demonstrated Competency Assessments provided through DCSD.

Utah Code § 53G-7-206, 6, Utah Code § 53G-6-803(7)

With administrative approval, student work completed as part of home education may be evaluated for credit purposes by a school administrator, subject to documentation of compliance with R277-705-3. Work must be authentic, align with State standards, and show proficiency in the standards.

5.0223 CONCURRENT ENROLLMENT

5.0223.01 *CONCURRENT ENROLLMENT*

Issue Date: 4/10/97
Updated: 2/6/25

College Course Work (Model Policy Code: ECE)

Definitions—

"Concurrent enrollment" means enrollment in a course that allows a student to earn credit both towards high school graduation and at an institution of higher education.

"Eligible student" means a student who (a) is enrolled in and counted towards average daily membership in a school within the District, (b) has on file a plan for college and career readiness, and (c) is in grade 9, 10, 11 or 12.

"Eligible instructor" means an instructor who is either employed as faculty by an institution of higher education or who is employed by the District and meets the requirements of Utah Code § 53E-10-302(6).

Utah Code § 53E-10-301(2), (4), (5)(a)(i) (2021) Utah Code § 53E-10-302(6) (2023)

"Designated institution of higher education" means an institution of higher education designated by the Utah Board of Higher Education to provide a course or program of study within a specific geographic region.

Utah Code § 53E-10-303(1) (2023)

Establishing Concurrent Enrollment Courses—

The District may establish concurrent enrollment courses by entering into a contract with an institution of higher education to provide such courses. The District and the institution of higher education must (a) ensure that the course instructor is an eligible instructor, (b) establish qualifying academic criteria for enrollment in the course, (c) ensure that students enrolling are eligible students, and (d) coordinate advising of the eligible students.

In establishing student eligibility for a concurrent enrollment course, the requirements shall be sufficiently selective to predict a successful experience and satisfy the restrictions set out in Utah State Board of Education rules. The District is primarily responsible for identifying students who are eligible to participate in a concurrent enrollment course.

Utah Admin. Rules R277-701-7(2), (3) (July 22, 2022)

In establishing a particular concurrent enrollment course, the District must first offer to contract with the designated institution of higher education for the course. If the designated institution of higher education chooses not to offer the course, does not respond to the District's proposal within 30 days, uses instructional materials that are sensitive materials or otherwise prohibited for use in K-12, or reaches enrollment capacity for the course and prohibits expanding the course with an

eligible instructor, the District may then contract with another institution of higher education to provide the course.

Utah Code § 53E-10-303(4) (2023)

The District and the institution of higher education shall provide the State Superintendent and the Utah System of Higher Education with proposed new course offerings, including syllabi and curriculum materials, by November 15 of the year preceding the school year in which the courses would be offered.

Utah Admin. Rules R277-701-8(3) (July 22, 2022)

The student is responsible for expenses and arrangements associated with college enrollment as provided for in Utah Code § 53E-10-305. The student may apply for a fee waiver if appropriate under the District fee waiver policy for class-related costs including consumables, lab fees, copies, material costs, application fees, and textbooks. Unless otherwise provided by agreement with the institution of higher education, the District is responsible for fee waivers.

Utah Code § 53E-10-305 (2020)
Utah Admin. Rules R277-701-11(3), (4) (July 22, 2022)

Participation Form and Parental Permission—

Before allowing an eligible student to participate in a concurrent enrollment course, the District and the institution of higher education shall ensure that the student has, for the current school year, (a) submitted a completed participation form which includes the signature of the student's parent indicating permission to participate and (b) signed an acknowledgment of program participation requirements. (The participation form shall be that which is created by the Utah Board of Higher Education.)

Utah Code § 53E-10-304 (2020)

5.0224 OPEN ENROLLMENT

5.0224.01 *OPEN ENROLLMENT*
Issue Date: 12/12/13

HB 349 Summary (Passed in 2008)

1. Clarifies reasons a school may reject an application for enrollment.

2. Defines a school's capacity for open enrollment based on district average class size. As class sizes drop, the capacity of the school drops proportionally.

3. Modifies the threshold below which a school is open for enrollment of nonresident students from 90% of capacity to 90% of capacity or space for 40 additional students.

4. Introduces a "late enrollment" period during which a student may apply for enrollment in a nonresident school. Late enrollment capacity is based on current staff and will not effect a schools staffing plans. The regular open enrollment period ends the 3rd Friday in February prior to the start of the school year.

5. Requires local school boards to post data on the school district's website regarding school capacity and applications for enrollment of nonresident students.

6. Requires local school boards to establish policies ensuring that schools do not discriminate against any individual or group of nonresident students.

Utah Code 53A-2-207

2. a. A school is open for enrollment of nonresident students if the enrollment level is at or below the open enrollment threshold.

b. If a school's enrollment falls below the open enrollment threshold, the local school board shall allow a nonresident student to enroll in the school.

Rule R277-437

3. G. A local board of education may deny enrollment of nonresident students for reasons identified in R277-437-11.

1. "Serious infraction of the law or school rules" means chronic misbehavior by a student which is likely, if it were to continue after the student was admitted, to endanger persons or property, cause serious disruptions in the school, or to place unreasonable burdens on school staff.

4. A. Capacity for special education classrooms shall:

1. be consistent with Utah Special Education Caseload Guidelines; and

2. depend on staffing and funding constraints of the receiving school district.

Open Enrollment Thresholds

Early Enrollment Threshold: (Prior to the 3rd Friday in February)

Threshold = The greater of 90% of maximum capacity or maximum capacity minus 40 students. Based on projected enrollment (Oct. 1 count plus projected growth)

Late Enrollment Threshold: (After the 3rd Friday in February)

Threshold = The greater of 90% of maximum capacity or maximum capacity minus 40 students. Based on actual enrollment.

Early Enrollment Capacity:

Enrollment if each teaching station had an enrollment at or above the average class size for the corresponding grade or subject.

Late Enrollment Capacity:

Enrollment if each teacher in the school has an enrollment at or above the average class size for the corresponding grade or subject.

Open Enrollment Application Process

1. Parent submits an application to the district. Shall be charged a $5 processing fee at the time of submitting the application.

2. Items that the district may consider in accepting/rejecting applications

a. May give preference to students residing within the district.

b. May allow provisional enrollment of students with behavior problems. Board may establish conditions for continued enrollment.

3. written notification to the student's parent or legal guardian of acceptance or rejection of an application:

a. within six weeks after receipt of the application by the district or by March 31, whichever is later, for applications submitted during the early enrollment period;

b. within two weeks after receipt of the application by the district or by the Friday before the new school year begins, whichever is later, for applications submitted during the late enrollment period for admission in the next school year; and

c. within two weeks after receipt of the application by the district, for applications submitted during the late enrollment period for admission in the current year;

Rule for Continued Enrollment

6. An enrolled nonresident student shall be permitted to remain enrolled in a school, subject to the same rules and standards as resident students, without renewed applications in subsequent years unless one of the following occurs:

a. the student graduates;

b. the student is no longer a Utah resident;

c. the student is suspended or expelled from school; or

d. the district determines that enrollment within the school will exceed the school's open enrollment threshold.

Rule for Exclusion of Students Once a School Meets the Enrollment Threshold

6. a. Determination of which nonresident students will be excluded from continued enrollment in a school during a subsequent year under Subsection (6)(d) is based upon time in the school, with those most recently enrolled being excluded first and the use of a lottery system when multiple nonresident students have the same number of school days in the school.

5.0220.05 *PERSONAL CARE INDEPENDENCE*

Issue Date: 11/5/26

Definitions
"Personal Care Independence" means that a student is toilet trained, including the ability to;

1. communicate the need to use the bathroom to an adult;
2. sit down on a toilet;
3. use the toilet without assistance;
4. undress and dress as necessary; and
5. tend to personal hygienic needs after toileting.

If an accident occurs a student who demonstrates personal care independence can independently tend to hygienic needs and change clothes.

A student does not meet the personal care independence requirements if the student:
(a) does not meet the criteria in subsection above; or

(b) has accidents with sufficient frequency to impact the educational experience of the student or the student's peers, as determined by an LEA.

Utah Code 53G-7-230
Utah State Rule R277-631

Enrollment Requirements

As part of the District's enrollment process, a school may require an assurance from the parent of an incoming student that the student meets the personal care independence requirements described in the subsection above.

A school within the district may not enroll a student unless the student meets the personal care independence requirements. This is meant to be a temporary change of placement until the student has acquired the required skills.

If a school denies enrollment because the student does not meet personal care independence, the LEA shall provide services consistent with the school's requirements under Subsection 53G-6-302(6) or 53G-6-502(3).

Exception
The district (or its schools) may enroll a school-aged student who is unable to meet the personal care independence requirements because of a suspected disability that is subject to federal child find requirements or that is described in an IEP or Section 504 plan.

Utah State Rule R277-631

Background Checks
The school shall ensure that toilet training assistance for a student who is unable to meet personal care independence requirements occurs in a private or cleared restroom.

If a parent cannot come to the school to tend to the personal care of their child, the district may require a background check for a parent's designee entering in public multi-stall restrooms for the purposes of aiding in personal care independence.

Utah State Rule R277-631

5.0300 TRANSFERS AND ASSIGNMENTS

5.0300.01 *TRANSFERS*

Issue Date: 4/10/97

Children residing in the District may attend school in another District if written notification is received by the District and written permission if given by the other district.

Students permitted to enroll in another district are considered residents of the other district, and attendance data on those students required for school funding shall not be reported by the District.

In adjusting school boundaries, the Board will strive to avoid requiring current students to change schools and shall, to the extent reasonable feasible, accommodate parents who which to avoid having their children attend different schools of the same level because of boundary changes which occur after one or more children in the family begin attending one of the affected schools.

Utah Code § 53A-2-213

5.0300.02 *CONTRACTS FOR EDUCATION OUTSIDE DISTRICT*

Issue Date: 4/10/97

The District may contract with one (1) or more other accredited districts to educate students whose grades are not taught in the District. A child attending another district may be required to pay tuition for the program the student is enrolled in, not to exceed the district's costs less the state contribution. Such students may be reported for the apportionment of state funds.

5.0300.03 *ASSIGNMENTS*

Issue Date: 4/10/97

The Board or its designees shall, as it determines appropriate, assign any student from one school facility or classroom within the District to another facility or classroom within the District. Such assignments shall be made upon an individual basis.

5.0300.04 *REQUESTS*

Issue Date: 4/10/97

The parent or person standing in parental relation to any student may request, by petition in writing, the assignment of the student to a designated school or to a school to be designated by the Board or its designee.

5.0300.05 *PROTESTS*

Issue Date: 4/10/97

The parent or person standing in parental relation to any student may protest the assignment of a student to the school to which the student has been assigned by sending a written petition to the Board.

Upon receiving a petition to request or protest a student's assignment, the Board or its designee shall proceed as follows:

1. If no hearing is requested, act on the petition within thirty (30) days and notify the petitioner of its conclusion.

2. If a hearing is requested, designate a time and place for holding a hearing within thirty (30) days.

5.0300.06 *HEARING*

Issue Date: 4/10/97

When the Board or its designee conducts such a hearing, it shall follow the procedures outlined below:

1. The petitioner may present evidence relevant to the student.

2. The Board or its designee may conduct investigations as to the objection or request, examine the student involved, and employ agents, professional or otherwise, for the purpose of such investigations.

The decision of the Board or its designee shall be final, unless the student, or the parent or person standing in parental relation, files an exception to the action as constituting a denial of any rights of the student guaranteed under the U.S. Constitution. If such exception is filed, the Board or its designee shall render its final decision within fifteen (15) days.

5.0300.07 *FACTORS TO BE CONSIDERED*

Issue Date: 4/10/97

In the assignment of students among and within the schools, classrooms, or other facilities of the District, the following factors and the effect or result thereof shall be considered:

1. Available room and teaching capacity in the various schools.
2. Availability of transportation facilities.
3. Effect of the admission of new students upon established or proposed academic programs.
4. Suitability of established curricula for the particular student.
5. Adequacy of the student's academic preparation for admission to a particular school and curriculum.
6. Scholastic aptitude and relative intelligence or ability of the student.
7. Psychological qualification of the student for the type of teaching and associations involved.
8. Effect of the admission of the student upon the academic progress of other students in the particular school or facility thereof.
9. Effect of the admission of the student upon prevailing academic standards at a particular school.
10. Psychological effect upon the student of attendance at a particular school.
11. Possibility or threat of friction or disorder among students or others.
12. Possibility of breaches of the peace or ill will or economic retaliation within the community.
13. Home environment of the student.
14. Maintenance or severance of established social and psychological relationships with other students and with teachers.
15. Choice and interest of the student.
16. Morals, conduct, health, and personal standards of the student.
17. Request or consent of parents or guardians and the reasons assigned therefor.

The Board or its designee shall not include as a factor in arriving at any decision regarding assignments any matter relating to the race, sex, color, or national origin of the student.

5.0400 HEALTH REQUIREMENTS AND SERVICES: MEDICAL RECOMMENDATIONS

5.0400.01 *WHAT SCHOOL EMPLOYEES MAY AND MAY NOT DO*

Issue Date: 6/11/09

Definitions:

"Health care professional" means a physician, physician assistant, nurse, dentist, or mental health therapist.

"School Personnel" means any school district/charter school employee, including licensed, part-time, contract and non-licensed employees.

"Mental health professional" (under this statute) means clinical and certified social worker; marriage and family therapist; professional counselor; substance abuse counselor; physician, surgeon or osteopathic physician engaged in the practice of mental health therapy; advanced practice registered nurse specializing in psychiatric mental health nursing; advanced practice registered nurse specializing in psychiatric mental health nursing; psychologist qualified in mental health therapy.

"Mental health professional licensed by the State Board of Education" means school psychologists.

5.0400.02 *SCHOOL PERSONNEL MAY:*

Issue Date: 6/11/09

Provide information and observations to a student's parent about the student, including observations and concerns about the following:

1. Progress
2. Health and wellness
3. Social interactions
4. Behavior or,
5. Situations which exist that "present a serious threat to the wellbeing of a student" *(Section 53A-13-302 (6))*
6. Communicate information/observations between school personnel about a child
7. refer student to appropriate personnel/agents, consistent with local school board/charter school policy, including to a school counselor or other mental health professionals within the school system
8. Consult or use appropriate health care professionals in emergency situations while student is at school, consistent with student emergency information provided at student enrollment (note that schools should now provide this information at enrollment, if they have not done so)
9. Do whatever is necessary regarding placement within a school or readmission of students who have been suspended/expelled
10. Complete a behavioral health evaluation form (undefined) if requested by student's parent to provide information to a physician.

5.0400.03 *SCHOOL PERSONNEL SHALL:*

Issue Date: 6/11/09

1. Report suspected child abuse consistent with state law.
2. Comply with state and local health department laws, rules and policies.
3. Conduct student evaluations/assessments consistent with IDEA.

5.0400.04 *SCHOOL PERSONNEL MAY NOT:*

Issue Date: 6/11/09

1. Require that a student take/continue to take psychotropic medication(s).
2. Recommend that parent seek or use a psychiatric/psychological treatment for a child.
3. Conduct a psychiatric/behavioral health evaluation or mental health screening, test, evaluation, assessment of a child except where specifically required by IDEA.
4. Make a report of suspected child abuse only because a parent refuses to allow a psychiatric, psychological, behavioral treatment for a child UNLESS not doing so would "present a serious, imminent risk" to a child's safety or the safety of others.

5.0400.05 *SCHOOL COUNSELOR OR OTHER MENTAL HEALTH PROFESSIONAL OR MENTAL HEALTH PROFESSIONAL LICENSED BY THE STATE BOARD OF EDUCATION (SCHOOL PSYCHOLOGISTS) AND WORKING WITHIN THE SCHOOL SYSTEM MAY:*

Issue Date: 6/11/09

1. Recommend, but not require, psychiatric/behavioral health evaluation or treatment of a child.
2. Recommend, but not require, psychological treatment of a child.
3. Conduct child psychiatric/behavioral health evaluation or mental health screening, test, evaluation, or assessment consistent with 53A-13-302 (only in non-protected subject areas or with prior written parental consent).
4. Provide to parent, upon specific request, a list of three or more health care professionals/provider.

5.0400.06 *LOCAL SCHOOL BOARDS/CHARTER SCHOOLS SHALL:*

Issue Date: 6/11/09

Adopt a policy which will:

1. provide for training of school personnel on this information
2. state that intentional violation of provisions of this information is cause for disciplinary action under local school board/charter school policies or educator licensing action

5.0410 HEALTH REQUIREMENTS AND SERVICES: PHYSICAL EXAMINATIONS

5.0410.01 *VISION SCREENING AT ENROLLMENT: HEALTH REQUIREMENTS AND SERVICES*

Issue Date: 4/10/97
Updated: 8/17/23

A child under nine years old entering a public school for the first time in this state must present one of the following to the school:

1. A complete vision screening form signed by a health care professional certifying that the child has received an adequate vision screening; or

2. A written statement signed by a parent that the child will not be screened before attending public school in the state.

The District shall conduct free vision screening clinics for children who are at least 3 ½ years old but not yet 16 years old when enrolled at a school within the boundaries of the District pursuant to Utah Code § 53G-9-404.

A volunteer who serves as a vision screener for a free vision screening clinic for a qualifying child must be either trained by a school nurse or complete the Department of Health online training module and must be supervised by a school nurse or an outside entity conducting screening for the District consistent with Department of Health regulations. A vision screening volunteer may not market, advertise, or promote a business in connection with assisting at the screening clinic.

Screening provided under this policy shall follow the procedures and standards set out in Utah Administrative Rules R384-201.

Utah Code § 53G-9-404 (2019)
Utah Admin. Rules R384-201 (July 9, 2020)

5.0411 HEALTH REQUIREMENTS AND SERVICES: IMMUNIZATION

5.0411.01 *IMMUNIZATIONS*

Issue Date: 4/10/97
Updated: 8/1/25

1. No student may be admitted to any school in the District unless the legally responsible individual of the student has presented to school officials a certificate of immunization from a licensed physician licensed within the United States or authorized representative of the state or local health department, stating that the student has received age-appropriate immunizations against communicable diseases as required by the Department of Health.

2. Throughout school enrollment, the legally responsible individual of the student will present an updated certificate of immunization, from a licensed physician or authorized representative of the state or local health department, at the time of administration of age-appropriate vaccines.

3. The Board shall comply with any modifications or deletions in the required immunizations that may be made by the Department of Health.

5.0411.02 *EXEMPTIONS*

Issue Date: 4/10/97
Updated: 8/1/25

Immunization is not a prerequisite for admission to District schools when the person applying for admission submits one of the following exemptions:

1. Medical, Religious, or Personal, under Utah Law 53G-9-303, which provides exemptions to required vaccinations

    a. To obtain a Medical Exemption, a person must submit a written notice signed by a physician who is registered and licensed to practice medicine within the United States stating that the physical condition of the student is such that one or more specified immunization would endanger the student's life or health.

    b. To obtain a Religious Exemption, a person must submit a statement signed by one of the following persons that the individual is a bona fide member of a specified, recognized religious organization whose teachings are contrary to immunizations: 1. One of the student's parents; 2. The student's guardian; 3. A legal-age brother or sister of a student who has no parent or guardian; 4. The student, if of legal age.

    c. To obtain a Personal Exemption a person must submit a statement signed by the legally responsible individual of the student that the individual has a personal belief opposed to immunizations

All students with exemptions shall provide the school with the written notice or statement which will be attached to the Health Education Exemption form. These two forms will accompany the student's Utah School Immunization Record indicating the parent received the required health education by online module.

The Health Education Exemption form is only required once for the duration of a student's enrollment in the public education system. The Health Education Exemption form remains valid throughout the student's time in school and transfers with the student if they change schools within the state of Utah.

5.0411.03 *CONDITIONAL ADMITTANCE*

Issue Date: 4/10/97
Updated: 8/1/25

A student may enter school without a certificate of immunization under conditional enrollment if the student moves to Utah or transfers within the state within thirty (30) calendar days. Upon assigning the student conditional enrollment status, the school principal shall notify the legal guardian of the requirements to comply under

Utah Code 53G-9-308.

At the end of the conditional enrollment period, a school shall prohibit a student who does not comply with Subsection 53G-9-302(1) from attending the school until the student complies with

Utah Code § 53G-9-308

5.0411.04 *ACCEPTABLE DOCUMENTS OF IMMUNIZATION*

Issue Date: 4/10/97
Updated: 8/1/25

Any immunization record provided by a licensed physician, registered nurse, or public health official within the United States may be accepted by school officials as a certificate of immunization if the type of immunization given and the dates given are specified. This

information shall be transferred to an official certificate of immunization and verified by the District. Any immunization record provided outside of the United States shall be verified by the local or state health department in partnership with the LEA or School nurse.

Utah Code § 53G-9-3

Each school in the District shall retain official certificates of immunization for every enrolled student. The certificate becomes a part of the individual student's permanent school record.

The records shall be open for inspection at all reasonable times by representatives of local health departments or the State Department of Health.

5.0411.05 *SUSPENSION*

Issue Date: 4/10/97
Updated: 8/1/25

If the conditional enrollment period expires and proof of immunization has not been submitted, written notice shall be mailed to the last-known address of the most recent legally responsible individual of the student, indicating that suspension is pending unless certification of immunization is produced, and informing the recipient of the notice of the student's right to an exemption, as stated herein.

Following the delivery of notice, the school principal shall prohibit further attendance by a student under a conditional enrollment who has failed to obtain the immunization required within the time period of thirty (30) calendar days set forth above, or otherwise established by rule of the State Department of Health.

Utah Code § 53G-9-308

5.0411.06 *TRANSFER OF RECORDS*

Issue Date: 4/10/97
Updated: 8/1/25

The District shall cooperate with other districts in transferring students' immunization records between schools.

Specific approval from students, parents, or guardians is not required prior to making such record transfers.

When a student transfers from one school or district to another, a copy of the immunization record and any measles or mumps illness statements from physicians should be sent within thirty (30) days to the receiving school. A record received by mail from school officials of another district or state may be considered a validated record.

5.0412 HEALTH REQUIREMENTS AND SERVICES: MEDICAL TREATMENT

5.0412.01 *CONSENT TO MEDICAL TREATMENT*

Issue Date: 5/8/97

The school in which a minor student is enrolled may consent to medical treatment of the student provided:

1. The person having the power to consent as otherwise provided by law cannot be contacted

2. Actual notice to the contrary has not been given by that person

5.0412.02 *FORM OF CONSENT*

Issue Date: 5/8/97

Consent to medical treatment under this policy shall be in writing, signed by the school official giving consent, and given to the doctor, hospital, or other medical facility that administers the treatment.

5.0412.03 *EMERGENCY FIRST AID TREATMENT*

Issue Date: 5/8/97

School District employees may administer emergency first aid medical treatment to students or others on school property when conditions so require without any liability to either the School District or the administering employee. Whenever possible and advisable under the circumstances, first aid treatment should administered by the school nurse.

5.0412.04 *ADMINISTERING MEDICATION*

Issue Date: 5/8/97
Updated: 9/5/25

Employees of the District may administer medication to a student during periods when the student is under the control of the school, subject to the following conditions:

1. The District has received a written and signed request to administer the medication during regular school hours by the legally responsible individual of the student. It is preferred that this request will be done at the beginning of each school year and whenever there is a change in medication.

2. The student's physician, dentist, nurse practitioner or physician assistant has provided a signed statement describing the method, amount, and time schedule for administration of a student prescription medication(s), student specific over-the-counter medication(s), standing orders over-the-counter medication(s), and a statement that employees may administer the medication during periods when the student is under the control of the school is and medically necessary.

3. Administering student specific and standing orders over-the-counter medications requires a prescribing practitioner statement as well as consent of the parent or guardian. Protocol for administering student specific over-the-counter medications is the same as for administering prescription medications.

4. Protocol for administering standing orders over-the-counter medications requires a current student weight and a phone call to a parent/legal guardian in addition to the protocol for prescription medications.

5. All student prescription and student specific medication that is to be given at school must be furnished by the parent or guardian and delivered to the school by a responsible adult.

6. All medication must be in the original container. Student prescriptions must be labeled by the pharmacy with the name of the student, the name of the physician, the name of the medication, the amount to be given (dose), and the duration of the treatment.
   Student specific over-the-counter medications must be in the original bottle/packaging and labeled with the student's name. Standing orders over-the-counter medications must be in the original bottle/packaging.

7. All medication must be kept under lock and key, with the exception of emergency medications, which must be secured but not locked during school hours. Emergency medications should be locked after school hours.

8. Insofar as possible, one person shall be assigned the responsibility of administering student medication.

9. A record including the type of medication, amount, and the time and day it was administered must be kept for each student receiving medication at school. The person administering the medication must sign the record each time medication is given.

10. Students are not to carry or self-administer medication on school premises unless it is expressly ordered by the student's physician in writing, because of life threatening circumstances.

11. Authorization for administration of medication on school premises may be withdrawn by the school at any time following actual notice to the student's parent or guardian.

12. School personnel who administer medication to students in compliance with the prescriptive order are not liable, civilly or criminally, for any adverse reaction suffered by the student as a result of taking the medication or the school's discontinuing the administration of the medication.

13. Prescription medication must be picked up by the legally responsible individual of the student within one (1) week following the last dose administered. Medication remaining at the school after this time will be destroyed according to the directives of the school nurse.

Student specific over-the-counter medications must be picked up by the legally responsible individual of the student within one (1) week following the last day of school. Medication remaining at the school after this time will be destroyed according to the directives of the school nurse.

Utah Code §53G-9-502

5.0412.05 *AUTHORIZED EMPLOYEES*

Issue Date: 5/8/97

The Board shall consult with the Department of Health and other health professionals to determine:

1. Designation of employees who may administer medication.

2. Proper identification and safekeeping of medication.

3. Training of designated employees.

4. Maintenance of records of administration.

Utah Code § 53A-11-601(1) (a)

5.0412.06 *CIVIL LIABILITY IMMUNITY*

Issue Date: 5/8/97

School personnel shall substantially comply with the physician's or dentist's written statement in order that they and the District and Board may take full advantage of the immunity from liability granted under Utah Code *§ 53A-11-601(3).*

Utah Code § 53A-11-601(3)

5.0413 HEALTH REQUIREMENTS AND SERVICES: COMMUNICABLE DISEASES

5.0413.01 *BLOOD BORNE PATHOGENS EXPOSURE CONTROL*

Issue Date: 5/8/97

Purpose and Introduction

The purpose of this exposure control is to:

1. Eliminate or minimize employee occupational exposure to blood or certain other body fluids;

2. Comply with the OSHA (Occupational Safety and Health Administration) Blood borne Pathogens Standard 29 CFR 1910.1030. The intent of the new regulations is to eliminate or minimize occupational exposure to Hepatitis B Virus (HBV); Human Immunodeficiency Virus (HIV); and other blood borne pathogens. OSHA has set the standards that employees must follow in developing a plan that will protect their employees from reasonably anticipated occupational exposure.

Every employer with one or more employees must comply with the new standard to protect workers from reasonably anticipated risk of occupational exposure to the blood borne pathogens. This plan and regulation applies only to the employees' health and safety and not to students.

5.0413.02 *EXPOSURE DETERMINATION:*

Issue Date: 5/8/97

Duchesne County School District has determined that the following employees may be likely to incur occupational exposure to blood or other potentially infectious materials (OPIM). This exposure determination is made without regard to the use of personal protective equipment (i.e. employees are considered to be exposed even if they wear personal protective equipment).

1. School Health Nurse

2. Health Room Aides

3. Designated CPR and first aid responders (2 in each school)

4. Special Ed Teachers and in self-contained classrooms of the developmentally disabled-Con Amore Staff

5. Teacher Aides working with the developmentally delayed

6. Bus drivers for students with disabilities.

Additionally, some employees in the following job classifications may have occupational exposure to blood or other potentially infectious materials, if they are designated as responsible for certain tasks or procedures:

JOB CLASSIFICATION	TASK/PROCEDURE
Principal/Assistant Principal	-first aid/CPR designated responder -crisis intervention team -transporting wounded
Clerical Staff	-first aid provider
Coaches	-first aid/CPR provider -transporting wounded students -crisis intervention

5.0413.03 *POST EXPOSURE EVALUATION*

Issue Date: 5/8/97

First Aid Incident Reporting:

All first aid incidents involving the presence of blood or OPIM will be reported to the school principal or his/her designee before the end of each school day.

The report will include the following information:

1. The names of all first aid providers who render assistance, regardless of whether personal protective equipment was used,
2. The time and date of the incident,
3. The description of the incident,
4. The presence of blood or OPIM materials, and
5. A determination of whether an exposure incident occurred.

The report will be recorded on a log that is available to all employees and is provided to the school nurse upon request.

Training programs for school designated first aid providers will include specifics of this reporting procedure.

Hepatitis B Vaccination series will be offered and made available within 24 hours to all unvaccinated first aid providers who have rendered assistance in any situation, regardless of whether or not a specific “exposure incident” as defined by the OSHA Standard occurred. The employee has the right to refuse.

Exposure Incidents:

The OSHA Standard defines “exposure incident” as “specific eye, mouth, other mucous membrane, contact skin, or parenteral contact with blood or other potentially infectious materials that results from the performances of an employee’s duties.”

All exposure incidents as defined by the OSHA Standard are reported to the school principal or his/her designee immediately or as soon as feasible. Exposure incidents are investigated and documented by the school health nurse, and the following information is provided with the referral to a value care provider for the confidential medical evaluation.

Exposure incident reports are to contain the following:

1. Documentation of the route of exposure and the circumstances under which the exposure incident occurred.

2. A written description of the employee's duties as they relate to the exposure incident.

3. Identification and documentation of the source individual, including consent for blood testing to determine HBV and HIV infectivity. If consent cannot be obtained, the school health nurse will document the reason that legally required consent cannot be obtained.

4. When the source individual is already known to be infected with the disease.

5.0413.04 *REPORTS*

Issue Date: 5/8/97

The principal shall report to the local health authority or to the Utah Department of Health those students attending school who are suspected of having a reportable disease or condition, as defined by state law and the Utah Department of Health.

Utah Code § 26-6-6
Utah Admin Rule 429-702-3

5.0413.05 *EXCLUSION*

Issue Date: 5/8/97

The principal, at the direction of local health officers, an official of the State Department of Health, or the county attorney, shall exclude from attendance any student suffering from a reportable disease, as defined by the Utah Department of Health, until directed otherwise by the same official(s).

Utah Code § 26-6-4
Utah Admin Rule 429-702-4(2.3)

5.0413.06 *RE-ADMITTANCE*

Issue Date: 5/8/97

Students excluded for reason of communicable disease shall be readmitted as determined by the local or state health authority or county attorney.

Utah Code § 26-6-4
Utah Admin Rule 429-702-4(2.1)

5.0413.07 *COMMUNICABLE DISEASE REPORT*

Issue Date: 5/8/97

The following diseases are to be reported in writing to the Utah Department of Health or to local health department. Those diseases followed by an asterisk (*) must be reported by telephone immediately upon discovery, as well as in writing. Those diseases followed by two asterisks (**) should only be reported as numbers of cases occurring. No individual case information need be reported for them. Otherwise, each report should include the name of the student afflicted, age, sex, address, date of onset, and such other information as prescribed by the State Department of Health. If available, the report form supplied by the Department of Health should be used.

Utah Admin Rule 429-702-3

DISEASES TO BE REPORTED:

Aids-Acquired Immune Deficiency Syndrome

Amebiasis (amebic dysentery)

Anthrax (*)

Botulism (*)

Brucellosis (undulant fever)

Cancer-should be reported to:

Utah Cancer Registry
4420 Chipeta Way
Suite 190
Salt Lake city, Utah 84108

Cholera (*)

Coccidioidomycosis

Colorado Tick Fever

Diphtheria (*)

Encephalitis (post-infectious, arthropoborne and unspecified)

Food Poisoning (all types)

Giardiasis

Gonococcal Ophthalmia Neonatorum

Hepatitis A

Hepatitis B

Hepatitis non-A, non-B

Hydatidosis (echinococcosis)

Influenza (**)

Legionellosis

Leprosy (Hansen’s disease)

Leptospirosis (Weills disease and other leptospiral infections)

Malaria

Meningitis, aseptic and bacterial

Meningococcemia

Mumps (**)

Pertussis (*) (whooping cough)

Plague (*)

Poliomyelities (*) (paralytic and nonparalytic)

Psittacosis (ornithosis)

Q Fever

Rabies (*) (human and animal)

Relapsing fever (*) (tick-borne and louse borne)

Rheumatic fever

Rocky Mountain Spotted Fever

Rubella (German measles)

Rubella, congenital syndrome

Rubeola (*) (red measles)

Salmonellosis

Shigellosis

Smallpox (*)

Staphylococcal diseases

Tetanus (*)

Toxic Shock Syndrome

Trachoma

Trichinosis

Tuberculosis

Tularemia

Typhoid (*) (cases and carriers)

Typhus (*)

Venereal diseases:

Chancroid
Gonorrhea
Granuloma Inguinale
Lymphogranuloma Venereum
Syphilis

Yellow Fever (*)

Any sudden or extraordinary occurrence of serious communicable disease must be reported.

All reports made by school personnel are confidential, but full assistance shall be given to attending physicians or public health workers.

Utah Code § 26-6-7
Utah Admin Rule 429-702-7
Utah Admin Rule 429-703-3(7)

5.0413.08 *LICE/BED BUGS*

Issue Date: 5/8/97
Updated: 2/8/24

The District nurse shall provide an educational flyer addressing prevention, transmission, detection, and the need for treatment of head lice for distribution through the schools, as needed.

- District or school nurses provide training for parents/guardians and school personnel upon request.
- School administrators are encouraged to collaborate with school nurses and other community organizations in the distribution of information about head lice prevention and treatment.

Intervention and Notification

School personnel are authorized to screen individual students for head lice if symptoms are suspected. When the presence of nits or head lice is confirmed on a student, administrators and school nurses shall take appropriate action, which includes, but is not limited to, the following procedures:

A. If nits (lice eggs) are found (but no head lice):
    i. Parents will be notified and student(s) will be sent home for treatment.
    ii. Provide the parents/guardians with current information about the treatment of nits and head lice.
    iii. Student(s) may return to school 12 hours after nit treatment begins.
    iv. Student(s) will be screened upon returning to school and may be screened periodically over the next several weeks.

B. If live lice are confirmed or detected:
    i. Parents will be notified and student(s) will be sent home for treatment.
    ii. Provide the parents/guardians with current information about the treatment of head lice.

iii. The student may return to school 72 hours after treatment begins if,

a. upon screening by school personnel, there are no live lice; and

b. parents/guardians satisfactorily report the treatment procedures were used properly.

iv. If after 72 hours, there are still live lice, the student is to remain home for treatment until there are no visible lice.

C. Community Notification

i. If only one student has a confirmed case of head lice, and parents are notified, notification of other parents is not necessary.

ii. If between 2 and 4 students from different households have a confirmed case of head lice within a two week period, and parents are notified, parents of other students who closely associate with the infected student(s) may be notified.

iii. If 5 or more students from different households have a confirmed case of head lice within a two week period, and parents are notified, parents of other students in the school may be notified.

D. Bed Bugs

1. Preventing Transmission

School nurses, with the help of the administration, shall provide educational information (Administrative Bed Bug Protocol) to parents/guardians and school personnel regarding bed bugs, upon request or as needed.

2. Managing Bed Bugs

a. Employees shall report a child suspected of being infested with bed bugs to administration immediately.

b. If bed bugs are visible on a child or the child's belongings:

i. administrators shall discretely remove the student and the student's belongings from class and attempt to collect a specimen. Belongings will be retained in a plastic bag until the end of the school day or when parents take the student(s) home.

ii. siblings of the student may be screened for bed bugs.

iii. parents will be notified and student(s) will be sent home for treatment.

iv. provide the parents/guardians with current information about the treatment of bed bugs.

v. student may return to school 24 hours after treatment begins if,

a. upon screening of school personnel, there are no bed bugs; and

b. parents/guardians satisfactorily report the treatment procedures were used properly.

c. If after 24 hours, there are still bed bugs, the student is to remain home for treatment until there are no visible bed bugs.

3. Community Notification

a. If only one student has a confirmed case of bed bugs, and parents are notified, notification of other parents is not necessary.

b. If between 2 and 4 students have a confirmed case of bed bugs within a two-week period, and parents are notified, parents of other students who closely associate with the infected student(s) may be notified.

c. If 5 or more students have a confirmed case of bed bugs within a two-week period, and parents are notified, parents of other students in the school may be notified.

5.0420 STUDENT WELFARE: SOCIAL SERVICES AVAILABLE

5.0420.01 *LIAISONS FOR COURT-RELATED STUDENTS*

Issue Date: 5/8/97

The District shall appoint at least one counselor or teacher to act as a liaison officer for court-related students such as those referred to agencies authorized to investigate child abuse or neglect.

The liaison officer shall provide counseling and other services for court-related students and their parents with the objective of establishing or re-establishing normal attendance and shall assist students and teachers so that students have the opportunity to complete all assignments missed because of their status as court-related students.

The liaison officer shall cooperate with District attendance officers, the local juvenile court and its officers and local law enforcement officers to provide services to students as requested by the juvenile court.

Utah Code § 78-3a-58

5.0430 STUDENT WELLNESS POLICY

5.0430.01 *DUCHESNE COUNTY SCHOOL DISTRICT WELLNESS POLICY*

Issue Date: 8/16/06
Updated: 1/3/17

The Duchesne School District recognizes the need to promote healthy schools, by supporting wellness, good nutrition, and physical activity as part of a total learning environment. The district supports a healthy environment where children learn and participate in positive dietary and lifestyle practices. Research indicates there is a positive relationship between student wellness and

academic success. In supporting this policy the District hopes to optimize student's potential performance.

It is the goal of Duchesne School District to establish goals for nutrition education, physical activity and a program to promote student wellness.

1. NUTRITION

    a. Quality School Meals – The Food Service Department will adhere to policy by doing the following:

        i. Operate in accordance with USDA Federal Regulations that govern the National School Lunch, Breakfast, and Special Milk programs.

        ii. Menus will conform to good menu planning principles, meet reimbursable meal requirements, and feature a variety of healthy foods that are tasty, attractive and of excellent quality.

        iii. Monitor and analyze menus offered to students using approved analysis software approved by USDA to ensure Dietary Guidelines for Americans are being met.

        iv. Nutrition information is made available on request for products offered in all Child Nutrition Programs and a la carte sales.

        v. Schools will ensure students eligible to receive free or reduced –price meals are not treated differently or identified by their peers.

        vi. Child nutrition staff will have food handlers permit and adhere to proper Standard Operating Procedures for all food offered in all Child Nutrition Programs.

    b. Time to Eat

        i. Schools will allow for proper time to eat.

        ii. Elementary schools will look at the benefits of recess before lunch.

        iii. Students will be assured of a cafeteria that provides a safe environment and proper seating.

    c. Rewards, Fundraisers, School Activities

        i. Schools staffs will be encouraged to decrease the use of foods and drinks as rewards for students.

        ii. School programs doing fundraisers will look for healthy or non-food related opportunities when possible.

        iii. Teachers and parents will be encouraged to bring healthy choices of food for school activities and parties.

    d. Vending

        i. Elementary vending will not offer carbonated beverages.

        ii. When machines with cookies, chips, candy and etc. are available efforts will be taken to stock machines with items that have lower calories and lower fat grams.

        iii. With time efforts will be taken to phase out unhealthy fending and replace with healthy options.

iv. High Schools will offer some healthy vending so students have the choice of healthy snacks and drinks.

2. NUTRITION EDUCATION

Nutrition education will include the following but not be limited to:

a. Students will receive nutrition education that is both interactive and teaches the skills they need to adopt healthy eating and physical activity behaviors.

b. Nutrition education will include reinforcement of the importance of physical activity and healthy food choices along with the risks associated with bad food choices and sedentary lifestyle.

c. Staff should be good examples of healthy nutrition choices and physical activities.

d. Nutrition concepts will be integrated into various subject areas such as literature, science, social studies and other subjects.

3. PHYSICAL ACTIVITY

Physical activity will include but not be limited to:

a. Physical activities will build interest and proficiency in skills and attitudes essential to a lifelong physical active life. It will provide information is fostering a positive atmosphere, encourage self-discipline, developing motor skills and promoting activities that can be carried over the course of student's lives.

b. Physical activities will provide safe and satisfying activities for all students, including non-athletic and special needs students.

c. Elementary schools will provide recess that encourages physical activity.

d. Schools will not use participation or non-participation in physical educations class or recess as a way to punish or discipline students. Food will not be withheld from students as a consequence for inappropriate behavior or academic performance.

e. Teachers and other school personnel with not prohibit or deny student participation in recess or other physical activity as a consequence for inappropriate behavior or academic performance; nor will they cancel recess or other physical activities for instructional make-up time.

f. Schools will ensure that physical activity facilities on grounds are kept safe and well maintained.

5.0430.02 *DIETARY SERVICES FOR CHILDREN WITH FOOD ALLERGIES AND OTHER SPECIAL DIETARY NEEDS*

Issue Date: 11/10/11

1. General Statement

It is the desire of Duchesne School District to provide food services for students with special dietary needs which are safe, healthy and comply with state and federal regulations.

a. To be able to provide the services necessary for students with special dietary needs, it is imperative that a cooperative effort exist between students, parents, physicians, and school district personnel, such as teachers, food service workers and school secretaries.

b. The form, "Eating and Feeding Evaluation: Children with Special Needs," must be filled out and signed by the student's physician. The form must also be signed by the student's parent or guardian, and then submitted to the secretary of the school that the student attends. The school will give a copy to the school food service manager and the child's teacher, with the original being placed in the student's file. It is recommended that photo identification be provided with the form submitted to the school. The form will be posted on the kitchen wall where it is visible to food service workers.

c. Instructions and Responsibilities guidelines will be given to the parent when the form is turned in, regarding parent and school responsibilities.

d. The "Eating and Feeding Evaluation" form will be reviewed and the parent contacted annually by the school food service manager in order to address any changes to the student's diet. A new photo identification will also need to be supplied by the parent to the school food service manager in order to keep information current.

e. In completion of the form, it is recommended that a meeting including those individuals involved with the student, (such as parents, the school principal, head cook, child's teacher, and the child), be held.

f. If the physician has indicated, on such form, that the student has a special dietary need, (such as a severe food allergy or diabetes), which substantially limits one or more major life activities, the student will be provided with substitutions or modifications to school meals as needed.

g. Under the food service manger's direction, food service personnel will follow the physicians' recommendations in the "Eating and Feeding Evaluation" form, when providing substitutions and modifications to school meals and snacks.

h. It is recommended that if there is a change regarding the special dietary needs of a student, the student's parent/guardian should immediately notify the school's food service manager.

2. Additional Measures

a. Additional measures will be taken to help ensure safe and healthy food at school for students with special dietary needs.

b. The school food service department may make food substitutions, at their discretion, for individual children who do not have special dietary needs which substantially limit one or more major life activities, but who are medically certified as having other special medical or dietary needs.

Such determinations are only made on a case-by-case basis. This provision covers those children who have food intolerances or allergies but do not have life-threatening reactions (anaphylactic reactions) when exposed to the food(s) to which they have problems. The form, "Eating and Feeding Evaluation: Children with special needs," must be completed by a parent and turned in to school food service manager before any such determination may be made.

3. High Probability of Allergic Reactions

a. Due to the high probability of allergic reactions associated with the following foods, these items will not be served from any Duchesne School District food service kitchen.

i. Peanuts, including any food product with peanuts or peanut oil as an ingredient

ii. Tree Nuts

iii. Shell Fish

b. Due to the high probability of allergic reactions associated with the above foods, teachers of students with life threatening allergies allowing parents to bring treats into classrooms will notify parents, and request they do not bring foods containing the above items into the classroom.

c. Due to the high probability of allergic reactions associated with latex, school food service employees will not prepare or serve student meals while wearing latex gloves.

*Because we do not have control of foods, which are brought into our facilities by students or outside entities, Duchesne School District does NOT have peanut free facilities.

4. The school food service is not required to provide meal services to children with disabilities when the meal service is not normally available to the general student body, unless a meal service is required under the child's IEP, (Individualized Education Program).

a. If the IEP or 504 plans for a disabled child indicate that the child must be fed a meal at school, which is not normally available to the general student body, the school is required to provide this meal to the child and may choose to have the school food service handle the responsibility.

i. If the school food service does provide such meals for a child, the additional costs may be absorbed by the school food authority or may be covered by a number of various sources such as the special needs fund, general fund, IDEA, special education or related services, Medicaid, EPSDT (early & periodic screening diagnosis & treatment), SSI, Medicare, MCH (maternal & child health service block grants), or other community sources such as PTA, voluntary health associations, & various local civic organizations. The source of funding will be determined on a case-by-case basis.

5.0431 WELLNESS POLICY / FOOD SALES

5.0431.01 *FOOD SALES*

Issue Date: 12/11/08
Updated: 1/3/17

Each school that sells foods that are not part of the reimbursable lunch, breakfast or after-school snack programs (i.e., food sold in a la carte lines, vending machines and school stores) will be Smart Snack Compliant.

To be Smart Snack Compliant, any food sold in schools must:

1. Be a "whole-grain-rich" grain product; or

2. Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food or

3. Be a combination of food that contains at least ¼ C of fruit and /or vegetable; or

4. Contain 10% of the Daily Value (DV) of one of the nutrients of public health concern in the 2010 Dietary Guidelines for Americans (calcium, vitamin D, or dietary fiber).

Calorie Limits:

1. Snack items; < 200
2. Entrée items: <350

Sodium Limits:

1. Snack items: < 230 mg
2. Entrée items: < 480 mg

Fat Limits:

Total fat: < 35% of calories.

Sat. fat: < 10% of calories.

Trans fat: zero grams

Sugar Limits:

1. < 35% of weight from total sugars in foods.

All Schools may sell:

1. Plain Water
2. Unflavored low fat milk
3. Unflavored or flavored fat free milk and milk alternatives permitted by NSLP/SBP
4. 100% fruit or vegetable juice and
5. 100% fruit or vegetable juice diluted with water, and no added sweeteners.

Elementary schools may sell up to 8-oz. portions, while middle and high schools may sell up to 12-oz. portions of milk and juice. There is no portion size limit for plain water.

Beyond this, the standards allow for additional “no calorie” and “lower calorie” beverage options for high school students.

1. No more than 20-oz portions of:
    a. Calorie-free, flavored water
    b. Other flavored and/or carbonated beverages that are labeled to contain < 5 calories per 8 fl. oz. or < 10 calories per 20 fl. oz.
2. No more than 12-oz. portions of:
    a. Beverages with < 40 calories per 8 fl. oz., or < 60 calories per 12 fl. oz.

The sale of food items that meet nutrition requirements at fundraisers are not limited in any way under these standards.

These standards do not apply during non-school hours, on weekends, and at off-campus fundraising events.

Accompaniments such as cream cheese, salad dressing, and butter must be included in the nutrient profile as part of the food item sold.

5.0500 STUDENT RECORDS

5.0500.01 *EDUCATION RECORDS DEFINED*

Issue Date: 4/10/97

For the purpose of this policy, the term "education records" means those records, files, documents and other materials that contain information directly related to a student and are maintained by an education agency or institution or by a person acting for such agency or institution.

The term "education records" does not include:

1. Records that contain only information about a student after s/he is no longer a student in the District.

2. Records made by District personnel that are kept in the sole possession of the maker and are not accessible or revealed to anyone other than a temporary substitute for the maker of the record.

20 USC § 1232g

5.0500.02 *LIST OF TYPES AND LOCATIONS OF INFORMATION*

Issue Date: 4/10/97

The District shall maintain a list of types and locations of education records and of the titles and addresses of the officials responsible for those records.

34 CFR § 99.6

5.0500.03 *SCREENING RECORDS*

Issue Date: 4/10/97

The District shall maintain records of screening for special senses and communication disorders and spinal screening for each student in the school. Records shall be open for inspection by the state or local health department. Individual screening records may be transferred among schools in accordance with the following provisions concerning access by other persons.

20 USC § 1232(g)

5.0500.04 *IMMUNIZATION RECORDS*

Issue Date: 4/10/97

The District shall maintain an individual immunization record during the period of attendance for each student admitted. The records shall be open for inspection at all reasonable times by representatives of local health department or Utah State Department of Health. The District shall cooperate with other districts in transferring students; immunization records between schools. Specific approval from parents or guardians is not required for the transfer of these records.

5.0500.05 *ASSESSMENTS RECORDS*

Issue Date: 4/10/97

The results of individual student performance on basic skills assessments or other achievement tests administered by the District are confidential and may be made available only to the student, the student's parent or guardian, and to the school personnel directly involved with the student's educational program.

Overall student performance data shall be aggregated by school and District and be made available to the public, with appropriate interpretations, at regularly scheduled Board meetings. The information may not contain names or other identifying information of individual students or teachers.

5.0500.06 *ACADEMIC ACHIEVEMENT RECORD*

Issue Date: 4/10/97

The District shall maintain a student academic achievement record on each student enrolled. This record shall reflect courses of studies completed and shall substantiate the fulfillment of course requirements toward high school graduation. A copy of this record shall be furnished to each student transferring to another school district.

5.0500.07 *ACCESS TO EDUCATION RECORDS*

Issue Date: 4/10/97

Access to the education records of a student who is or has been in attendance at a school in the District shall be granted to the parent of the student who is a minor or who is dependent for tax purposes. "Parent" includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or guardian.

34 CFR § 99.3(b)

The District shall presume that a parent has authority to inspect and review the student's records unless it has been provided with evidence that there is a court order, state statute, or legally binding document that specifically revokes these rights. The custodian of records shall delete all references in educational records to the residence of the custodial parent prior to their release to the noncustodial parent.

34 CFR § 99.4

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to, and consent required of parents, transfer from the parents to the student.

34 CFR § 99.5

If material in the education record of a student includes information on another student, only the portion of the material relating to the student whose records were requested may be inspected and reviewed.

5.0500.08 *REQUEST PROCEDURE*

Issue Date: 4/10/97

Upon request of a properly qualified individual, access to a student's education record shall be granted within a reasonable period of time, not to exceed forty-five (45) days. The District shall respond to reasonable requests for explanations and interpretations of the records.

34 CFR § 99.10

5.0500.09 *ACCESS BY OTHER PERSONS*

Issue Date: 4/10/97

Personally identifiable information in education records shall not be released without the written consent of the student's parents, except to the following:

1. School officials, including teachers, who have legitimate educational interests. An administrator or teacher is entitled to access a student's medical records maintained by the District only if s/he has completed in-service training on HIV infection.

2. Officials of other school systems in which the student seeks or intends to enroll, provided the District either:

   a. Includes in its policies a statement that notifies the parent or student that it forwards education records on the request of the other school to such officials; or

   b. Makes a reasonable attempt to notify the parent (unless the record transfer is initiated by the parent).

3. Authorized representatives of federal, state or local levels who require access to student or other records necessary in connection with the audit and evaluation of federal or state supported education programs or connection with the enforcement of or compliance with federal legal requirements that relate to such programs.

34 CFR § 99.31,35

Personnel involved with a student's application for, or receipt of, financial aid.

State and local officials to whom such information is specifically required to be reported or disclosed by state statute.

Organizations conducting studies for educational agencies or for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction. Such studies must be conducted so that personal identification of students and their parents will not be revealed to unauthorized persons. Such information must be destroyed when no longer needed for the original purpose of the studies.

Accrediting organizations that require the information for the purposes of accreditation.

Parents of a student who is a dependent for tax purposes.

Appropriate persons who, in an emergency, must have such information in order to protect the health or safety of the student or other person.

In order for personally identifiable information in education records to be released to any individual, agency, or organization other than to the student and those listed above, written consent must be obtained from the student's parent. Such consent shall specify records to be released, the reason for such release, and to whom the records are to be released. Such information may also be released in compliance with a judicial order or subpoena, provided that the District makes a reasonable effort to notify the parent and student of the order or subpoena in advance of compliance.

34 CFR § 99.31

5.0500.10 *TRANSFER NOT PERMITTED*

Issue Date: 4/10/97

Personal information from student education records shall be transferred to a third party only on the condition that such party will not permit any other party to have access to such information without the written consent of the student's parent.

5.0500.11 *NOTICE OF BEHAVIOR THAT MAY THREATEN SAFETY*

Issue Date: 4/10/97

Notwithstanding any other provision of this policy, in the event a student is expelled for a period of more than ten (10) days for use or distribution of alcohol or a controlled substance, or for possession of an incendiary device or firearm, a record stating the cause of expulsion shall be created and provided only to the following persons:

1. The principal and vice-principal over students in any alternative educational setting where the student will be educated.

Any teachers of the student in the alternative education placement.

School counselors who may provide counseling services to the student.

If appropriate, the record shall state also any appropriate precautions to be observed in the education of the student.

The Board finds that dissemination of such information to those persons identified is necessary to provide an appropriate and safe education to the students of the District. The District shall not provide copies of such private records to any persons except those identified and the parent or legal guardian of the student without a court order.

5.0500.12 *RECORD OF ACCESS TO STUDENT RECORDS*

Issue Date: 4/10/97

Each school shall maintain a record, kept with the education record of each student, which indicates all individuals, agencies or organizations that have requested or obtained access to a student's records. The records shall include at least the name of the person or agency that made the request and the legitimate interest the person or agency had in the information. The record will be maintained as long as the District maintains the student's educational record. The record of access shall be available only to the parent, school officials and officials authorized to audit records.

20 USC § 1232g

The record shall not include requests for access by, or access granted to, parent of student or officials of the District, requests accompanied by prior written consent of the parent, or requests for directory information.

34 CFR § 99.32

5.0500.13 *RIGHT TO AMEND RECORDS*

Issue Date: 4/10/97

The parent of a student whose records are covered by this policy may ask the District to amend the student's record if the parent believes it contains information that is inaccurate, misleading, or in violation of the student's right of privacy or other rights. If the District decides not to amend the education records requested, it shall inform the parent of the decision and his right to a hearing to challenge the content of the student's education record. If the District decides to amend the records as a result of the hearing, it shall inform the parent in writing. If, as a result of the hearing, it decides not to amend the records, it shall inform the parent of the right to place a statement in the records commenting on the contested information and/or stating why the parent disagrees with the decision of the District.

34 CFR § 99.20,21

5.0500.14 *ANNUAL NOTIFICATION OF RIGHTS*

Issue Date: 4/10/97

The District shall give parents of students in attendance and eligible students in attendance annual notification of their rights under the Family Educational Rights and Privacy Act of 1974 and of the places where copies of this policy may be located, including notice of the right to file complaints concerning alleged failures by the District to comply with the provisions of the act.

20 USC §1232g (e)
34 CFR § 99.7

5.0500.15 *DIRECTORY INFORMATION*

Issue Date: 4/10/97

The District may release information if it has given public notice or:

1. The types of personally identifiable information that it has designated as directory information.

2. The right of the parent to refuse to permit the District to designate any or all of that information about the student directory information.

3. The period of time within which the parent must notify the District in writing that he or she does not want any or all of those types of information about student designated as directory information.

34 CFR § 99.37

5.0500.16 *FEES FOR COPIES*

Issue Date: 4/10/97

No fee shall be charged to search for or retrieve the education records of a student. A fee may be charged for copies that are made for parents and students, providing it does not prevent them from being able to inspect the records.

20 USC §1232g

5.0500.17 *RECORDS OF STUDENTS WITH DISABILITIES*

Issue Date: 4/10/97

The District shall permit parents to inspect and review education records collected, maintained, or used for purposes of identifying, evaluating placing, or educating students with disabilities.

34 CFR § 300.562(a)

5.0500.18 *ACCESS RIGHTS*

Issue Date: 4/10/97

In addition to policies applicable to all student records, the following guidelines shall apply when parents request to review or inspect District records relating to the education of their child with disabilities:

1. Parents may request that a representative inspect and review the records.

34 CFR § 300.562(a)

The District shall comply with a request without unnecessary delay and before any meeting regarding an individual education plan (IEP) or hearing relating to the identification, evaluation, or placement of the child.

34 CFR § 300.562(a)

The District shall keep a record of persons obtaining access to these student records (except access by parents and authorized employees) including name, date of access, and the purpose for which the person is authorized to use the records.

34 CFR § 300.563

5.0500.19 *ACCESS RECORD*

Issue Date: 4/10/97

The date of access shall be included in the access record.

34 CFR § 300.563

5.0500.20 *PARENTAL CONSENT*

Issue Date: 4/10/97

Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the Individuals with Disabilities Education Act or disclosed to anyone other than officials or agencies using this information. District must have parental consent to release records.

34 CFR § 300.571

No student shall be required to submit to psychiatric examination, testing or treatment of which the primary purpose is to reveal information concerning:

1. Political affiliations
2. Mental or psychological problems potentially embarrassing to the student or the student's family
3. Sexual behavior and attitudes
4. Illegal, anti-social, self-incriminating or demeaning behavior
5. Critical appraisals of close family members
6. Any legally privileged information
7. Income (except as required to receive financial assistance or fee waivers.)
8. Religious affiliations or beliefs

20 USC §123H and § 53A-13-302UCA

Unless the District has first obtained the written consent of the parent or guardian of the student, the parent shall be notified in writing of the means and purposes of the testing at least two (2) weeks, but not more than five (5) months before information is sought.

5.0500.21 *CONFIDENTIALITY*

Issue Date: 4/10/97

The District shall protect the confidentiality of personally identifiable information in collection, storage, disclosure, and destruction of records. One official in the District shall assume the responsibility for ensuring confidentiality of personally identifiable information. All persons collecting or using this information shall receive training or instruction concerning the legal requirements involved in handling these records. The District shall maintain for public inspection a current listing of the names and positions of employees who may have access to this information.

34 CFR § 300.572

5.0500.22 *DESTRUCTION OF INFORMATION*

Issue Date: 4/10/97

The District shall inform parents when personally identifiable information pertaining to the education of a child with a disability is no longer needed to provide educational services to the student. Such information shall be destroyed on request of the parent. A permanent record of the student's name, address, phone number, grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limit.

5.0500.23 *COMPREHENSIVE SYSTEM*

Issue Date: 4/10/97

The Superintendent shall develop and maintain a comprehensive system of student records and reports dealing with all facets of school program operation. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school personnel.

5.0500.24 *CUMULATIVE RECORDS*

Issue Date: 4/10/97

A cumulative record shall be maintained from entrance into District schools until withdrawal or graduation from the District. No permanent records may be destroyed without explicit permission from the Superintendent.

5.0500.25 *CUSTODIAN OF RECORDS*

Issue Date: 4/10/97

The principal is custodian of all records for currently enrolled students at the assigned school. The Superintendent is the custodian of records for students who have withdrawn or graduated. The student handbook distributed annually to all students and parents shall contain a listing of addresses of District schools, as well as the Superintendent's business address.

5.0500.26 *TYPES AND LOCATIONS OF RECORDS*

Issue Date: 4/10/97

Each record custodian, at the location listed in the student handbook, shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment rating.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluation.
4. Health services record, including:
    a. The results of any tuberculin tests administered by the District.
    b. The findings of screening or health appraisal programs the District conducts or provides.
    c. Information and follow-up to ensure that parent has been notified of identified problems and of how they can obtain needed services for the students.
    d. Immunization records.
5. Attendance records.

6. Student questionnaires.
7. Records of teacher, counselors or administrative conferences with the student or pertaining to the student.
8. Verifies reports of serious or recurrent behavior patterns.
9. Copies of correspondence with parents and others concerned with the student.
10. Records transferred from other districts the student has been enrolled in.
11. Records pertaining to participation in extracurricular activities.
12. Information relating to student participation in other programs.
13. Records of fees assessed and paid.
14. Other records that may contribute to an understanding of the student.

5.0500.27 *REQUEST PROCEDURES*

Issue Date: 4/10/97

The cumulative record shall be made available to the parent. Records may be reviewed during regular school hour upon written request to the record custodian. The record custodian or designee shall be present to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and the records shall be restricted to use only in the office of the Superintendent, principal, or counselor or other restricted areas designated by the record custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

5.0500.28 *DIRECTORY INFORMATION*

Issue Date: 4/10/97

Directory information shall include a student's name, address, telephone number, date, and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, awards received, and the most recent previous school attended by students.

Directory information shall be released to any individual or organization that files a written request with the Superintendent or designee.

5.0500.29 *STUDENT RIGHTS*

Issue Date: 4/10/97

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to, and the consent required of the parent transfers from the parent to the student.

5.0500.30 *ACCESS BY SCHOOL OFFICIALS*

Issue Date: 4/10/97

For the purposes of this policy, "school officials" shall mean any employees, trustees, or agents of the District, or cooperatives of which the District is a member, or of the facilities with which the District contracts for placement of students with disabilities (challenged). The term also includes attorneys, consultants, and independent contractors who are retained by the District, by cooperatives of which the District is a member, or by facilities with which the District contracts for placement of students with disabilities (challenged).

School officials have "legitimate educational interest" in a student's educational records when they are working with the student, considering disciplinary or academic actions, or developing an Individual Education Plan; compiling statistical data; or investigating or evaluating data.

5.0500.31 *ACCESS BY PARENTS*

Issue Date: 4/10/97

Parents may be denied copies of records after the student reaches age eighteen (18) and is no longer a dependent for tax purposes, when the student is attending an institution of post-secondary education, or if they fail to follow proper procedures and pay the copying charge. If the student qualifies for free or reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of the parent, one copy of the record shall be provided at no charge.

5.0500.32 *FEE FOR COPIES*

Issue Date: 4/10/97

Copies of records are available at a per copy cost, payable in advance, as specified in the annual notice to parents of their privacy rights.

5.0500.33 *TRANSCRIPTS AND TRANSFERS OF RECORDS*

Issue Date: 4/10/97

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if eighteen (18) or older.

The District shall promptly forward education records upon request to school officials of other schools or school systems in which the student intends to enroll.

5.0500.34 *RECORDS RESPONSIBILITY FOR STUDENTS WITH DISABILITIES*

Issue Date: 4/10/97

The official responsible for ensuring the confidentiality of any personally identifiable information in student with disabilities records shall be the Superintendent.

A current listing of names and positions of persons who have access to students with disabilities' records is maintained at the office of the Superintendent.

5.0500.35 *PROCEDURE TO AMEND RECORDS*

Issue Date: 4/10/97

Within fifteen (15) school days of the record custodian's receipt of a request to amend records, the District shall notify the parent in writing of its decision on the request and, if the request is denied, of the right to a hearing. If a hearing is requested, it shall be held within ten (10) school days after the request is received. Parent shall be notified in advance of the date, time and place of the hearing.

An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and at their own expense, may be assisted or represented at the hearing. The parent shall be notified of the decision within ten (10) school days of the hearing.

The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parent shall be informed that s/he has thirty (30) school days within which to exercise his/her right to place in the record, a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

5.0600 STUDENT ACTIVITIES

5.0610 STUDENT ACTIVITIES: CONTESTS AND COMPETITION

5.0610.01 *NOTICE REGARDING STEROIDS*

Issue Date: 4/10/97

The notice regarding legal restrictions on steroids shall be posted in the gymnasium of each District school in which there is a grade level of seven or higher and in each other place in a building where physical education classes are conducted.

Utah Code § 58-37-8

Anabolic steroids are controlled substances, and are for medical use only. State law prohibits the possession, delivery, or administering of an anabolic steroid in any manner not allowed by state law. Only a medical doctor may prescribe an anabolic steroid or human growth hormone for a person. A violation of state law concerning anabolic steroids is a criminal offense.

5.0610.02 *STUDENT CONDUCT*

Issue Date: 4/10/97

All students are entitled to enjoy the basic rights of citizenship recognized and protected by law for persons of their age and maturity. District schools shall foster a climate of mutual respect for the rights of others in order to enhance the District's educational purpose and program designed to achieve that purpose. Students shall exercise their rights responsibly in compliance with the rules established for the orderly conduct of the District's educational mission. Students who violate the rights of others or who violate District or school rules shall be subject to disciplinary measures designed to correct the misconduct and promote adherence by all students to the responsibilities of citizens in the school community.

Tinker v. Des Moines, 393 U.S. 503 (1969)

5.0610.03 *PAGING DEVICES*

Issue Date: 4/10/97

Students shall not possess a paging device while on school property or while attending a school-sponsored activity on or off school property unless the student is in attendance in the capacity of an active member of a volunteer emergency medical service organization. A "paging device" is a telecommunications device that emits an audible signal, vibrates, displays a message or otherwise summons or delivers a communication to possessor.

A person who discovers a student in possession of a paging device in violation of this policy shall report the violation to the Principal, who shall order a peace officer or appropriate school employee to confiscate the device, which is forfeited to the District.

5.0610.04 *DAMAGE*

Issue Date: 4/10/97

No student shall damage or deface any District building or grounds.

5.0620 STUDENT MEMORIAL POLICY

5.0620.01 *STUDENT MEMORIAL POLICY*

Issue Date: 7/3/26

1. The Board of Education of the Duchesne County School District recognizes that the loss of a student or staff member is deeply and broadly felt in the school community. The purpose of this Policy is to set forth uniform guidelines when responding to the death of a student or staff member. From time to time, the Duchesne County School District must confront the issue of dealing appropriately with the death of a student or staff member. Schools are immediately identified as sharing some responsibility with the community to recognize and honor deceased students and staff. The Duchesne County School District desires to help in the grieving and healing process and recognizes the chief role of the family, clergy, funeral services, and community in this response.

2. Research indicates two potential problems if uniform guidelines are not established. First, physical memorials have the potential to communicate immortalization, essentially glamorizing the death in the minds of some. Young people who suffer from depression or other psychological problems and are at risk for suicidal behavior are often motivated to consider taking their own lives when they are exposed to a memorial immortalizing the death of a student. Secondly, memorials can be an ongoing visual reminder of what happened, leading to students worrying if it will happen again or wondering if they could be next. From this perspective, memorials in the school or on school property pose a significant risk simply because the school is a "closed" environment. It becomes almost impossible for students to avoid the physical reminders of a death when the memorial is located on school grounds. (Reference: "School Memorials: Should We? How Should We?" by Author William Steele, Trauma and Loss: Research and Intervention, the National Institute for Trauma and Loss in Children)

3. The District must balance the physical and emotional impact traumatic events have on the education of all students. The secondary philosophy underlying this Policy is "what we do for one, we do for all," reminding us of the importance of a uniform treatment of student and staff memorials. Funerals on school property are not encouraged, however, this will be considered on an individual basis according to the building use policy.

4. Acceptable types of student memorials and activities may include:

A. Scholarships established in the name of the student or staff member.

B. Donations to a charity or program that is dedicated to helping students.

C. Collection of money to be donated to the deceased's family or charity or scholarship of their choice.

D. A sympathy card from the school (possibly signed by students and staff) and flowers at the funeral.

E. A student or staff member may be acknowledged in his/her school yearbook or one edition of the school newspaper/newsletter. Information may be included on a "Memorial Page," but should be limited to the name, photo, dates of birth/death, and school activities in which the student or staff member participated. It is not appropriate to list cause of death in yearbooks or newspaper/newsletters.

F. Dedicating a single game or performance to the deceased student or staff member.

G. Endowments are monetary donations that are made to a particular school, activity, department, or program in the memory of a student or staff member.

5. The District will not allow:

A. Memorial services that may alter the routine of a regular school instructional day.

B. Memorials that require the altering of school property.

C. Memorials that require the altering of school activities or the activity schedule.

D. Memorials that infringe on the separation of church and state or memorials that require the use of public funds to purchase, develop, or maintain.

E. Memorials that include plaques or mock headstones attached to any object on school property.

F. Memorials that draw attention or have the potential to glamorize the death.

G. Memorials that consist of a monument on school property.

H. Memorials attached to a wall or in a trophy case.

I. Vigils or candlelight ceremonies on campuses (students wishing to conduct candlelight vigils may legally secure a location off site and conduct the vigil independent of the school they attend).

J. Retiring a student's jersey, number, or any other sport, activity, or club representation.

K. Planting of trees or construction of benches or other permanent structures.

L. Commemorative events on school premises.

M. Awarding of honorary or posthumous diplomas unless all requirements have been met.

N. Family members or any other acting in proxy receiving the diploma or "empty chair" or moment of silence at graduation ceremonies.

5.0700 STUDENTS RIGHTS AND RESPONSIBILITIES

5.0710 STUDENT USE OF PERSONAL ELECTRONIC DEVICES IN SCHOOLS (REFERENCE: UTAH CODE 53G-7-226)

5.0710.01 *DEFINITIONS*

Issue Date: 5/1/25

"Cellphone" means a handheld, portable electronic device that is designed to be operated using one or both hands and is capable of transmitting and receiving voice, data, or text communication by means of: a cellular network; a satellite network; or any other wireless technology.

"Cellphone" includes: a smartphone; a feature phone; a mobile phone; a satellite phone; or a personal digital assistant that incorporates capabilities similar to a smartphone, feature phone, mobile phone, or satellite phone.

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

"Smartwatch" does not include a wearable device that can only: tell time; monitor an individual's health informatics; receive and display notifications or information without the capability to respond; or track the individual's physical location.

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

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

"Listening device" means any device used for the purpose of listening, via bluetooth or other means, to what is being sent from a cell phone, smartwatch or other emerging technology. Listening devices include, but are not limited to, ear buds, headphones, etc.

5.0710.02 *RESTRICTION OF DEVICES*

Issue Date: 5/1/25

To allow all students to engage in learning during school, with minimal distraction, the following policy applies to all schools in the Duchesne County School District.

Cellphones, Smartwatches, emerging technologies, and listening devices must be turned off and out of sight during school. They may remain in the possession of the student, but cannot be visible in part or whole. This begins when the student arrives at school for the day and ends when students are dismissed for the day. Students will only be allowed to use school-issued electronic devices during class time. Students must keep personal devices off and out of sight during recess, passing time, and every other activity during the school day. As an exception, schools who have an open campus during lunch may allow students to use their personal devices throughout the lunch period. Schools that are a closed campus during lunch shall not allow student use of personal devices during lunch.

- Individuals assume full responsibility for their own technology devices. This includes the device's safety, security and maintenance.

- Personal communication devices and/or devices that can take pictures or videos may not be used in locker rooms or bathrooms at any time.
- No taking, uploading or sharing photos, recording audio, or capturing video during school.
- Students may not have their phone out in the hallway, unless it is an open campus school and it is during lunch time.
- Any disruption to class or other educational activity may result in disciplinary action.

5.0710.03 *EXCEPTIONS*

Issue Date: 5/1/25

The following exceptions apply:

A student will be allowed to use a cellphone, smartwatch, emerging technology, or listening device:

1. to respond to an imminent threat to the health or safety of an individual;
2. to respond to a school-wide emergency;
3. to use the SafeUT Crisis Line;
4. to allow for a student to follow their Health Care plan, IEP, or Section 504 accommodation plan;
5. to address a medical necessity;
6. or during the lunch period of an open campus school.

In order to receive an exception, a student and/or their family needs to talk with a school administrator to discuss the nature of the need and the possible accommodations. If both the family and the school administrator agree, the student will be granted a specific exception for their specific need.

5.0710.04 *CONSEQUENCES*

Issue Date: 5/1/25

Any personal electronic device seen or heard will be confiscated.

- First Offense: The device will be confiscated until the end of the day.
- Second Offense: The parent must come to the school to regain possession.
- Third Offense: Parent must come to the school to regain possession and pay a fine.
- Fourth Offense: Parent must come to the school to regain possession and pay a fine.
- Additional Offense: The device may be confiscated until the end of the year and/or the student will enter into a behavior contract regarding this (and any other) behavior issue.

Fines collected will go into the school student activity fund to be directly used for student activities such as behavior rewards, positive behavior intervention supports, class rewards for achievement, field trips,

5.0711 STUDENT CONDUCT: BULLYING, CYBER-BULLYING, HAZING, RETALIATION

5.0711.01 *BULLYING, CYBER-BULLYING, HAZING, RETALIATION*

Issue Date: 4/10/97
Updated: 9/3/26

Purpose

Bullying, cyber-bullying, hazing, and retaliation of students and employees (regardless of legal status) are against federal law, state law, and District policy. It is the intent of the District to respond to school-related incidents by implementing prevention efforts where victims can be identified and assessed, and perpetrators educated, in order to create safer schools that provide a positive learning environment.

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

Definitions *(State Code 53G-9-601)*

"Abusive conduct" means verbal, nonverbal, or physical conduct of a parent or student directed toward a school employee that, based on its severity, nature, and frequency of occurrence, a reasonable person would determine is intended to cause intimidation, humiliation, or unwarranted distress). A single act does not constitute abusive conduct.

"Bullying" means staff bullying and student bullying.

"Staff Bullying" means a school employee, with the intent to cause harm, intentionally and repeatedly committing a written, verbal, or physical act against a student or another school employee, or engaging in a single egregious act toward another employee involving an imbalance of power, that: creates an environment that a reasonable person would find hostile, threatening, or humiliating; and substantially interferes with a student's or employee's educational or professional performance, opportunities, or benefits. "Staff bullying" does not mean instances of: 1. ordinary teasing, horseplay, argument, or peer conflict; 2. reasonable correction of behavior by a school employee; or 3. reasonable coaching strategies and techniques by a school employee who is a coach.
"Student bullying" means one or more students, with the intent to cause harm, repeatedly committing a written, verbal, or physical act against another student, or engaging in a single egregious act toward another student involving an imbalance of power, that: creates an environment that a reasonable person would find hostile; and interferes with a student's educational performance, opportunities, or benefits. "Student bullying" does not mean instances of: 1. ordinary teasing, horseplay, argument, or peer conflict; 2. reasonable correction of behavior by a school employee; or 3. reasonable coaching strategies and techniques by a school employee who is a coach.

"Cyber-bullying" means using the Internet, a cell phone, or another device to send or post text, video, or an image with the intent or knowledge, or with reckless disregard, that the text, video, or

image will hurt, embarrass, or threaten an individual, regardless of whether the individual directed, consented to, or acquiesced in the conduct, or voluntarily accessed the electronic communication.

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

A. endangers the mental or physical health or safety of a school employee or student;

B. involves any brutality of a physical nature such as whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;

C. involves consumption of any food, alcoholic product, drug, or other substance, or other physical activity that endangers the mental or physical health and safety of a school employee or student; or involves any activity that would subject a school employee or student to extreme mental stress, such as sleep deprivation, extended isolation from social contact, or conduct that subjects a school employee or student to extreme embarrassment, shame, or humiliation; and

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

The conduct described constitutes hazing, regardless of whether the school employee or student against whom the conduct is committed directed, consented to, or acquiesced in, the conduct.

"Communication" means the conveyance of a message, whether verbal, written, or electronic.

"Retaliate" means an act or communication intended:

1. as retribution against a person for reporting bullying or hazing; or

2. to improperly influence the investigation of, or the response to, a report of bullying or hazing.

Prohibited Conduct

No school employee or student may:

1. engage in any form of bullying or cyber-bullying a school employee or student, on or about school property, on a school bus, at a school bus stop, or while traveling to or from a school location or school event, or at any school-related or sponsored activity, regardless of location or circumstance;

2. engage in hazing a school employee or student at any time or in any location;

3. engage in retaliation against a school employee; a student; or an investigator for, or witness of, an alleged incident of bullying, harassing, cyber-bullying, hazing; or

4. make a false allegation of bullying, cyber-bullying, hazing, or retaliation against a school employee or student;

5. share a recording of an act of bullying, cyber-bullying, hazing, abusive conduct, and retaliation. *53G-9-605(3)(e)*

a. This restriction does not prevent a student from sharing a recording of an incident or of abusive conduct with a teacher or administrator as part of reporting the incident of abusive conduct or in response to a request from a teacher or administrator for the recording (Model Policy pgs. 8 and 9)

6. create or distribute sexually explicit or nonconsensual intimate images. *53G-9-605(3) and R277-613-4(1)(a)*

No parent or student may engage in abusive conduct directed toward a school employee.

Any bullying, cyber-bullying, or hazing that is found to be targeted at a federally protected class is further prohibited under federal antidiscrimination laws and is subject to compliance regulations from the United States Department of Education, Office for Civil Rights (OCR) (Model Policy pg. 8)

Investigation and Discipline

Each reported violation of the prohibitions noted previously shall be promptly investigated and discipline determined in accordance with this policy and may include law enforcement-based involvement. *R277-613-5(5)* This policy does not permit disciplinary action based solely on an anonymous report.

53G-9-605(5)

The investigator shall:

1. investigate all allegations of incidents, keeping interviews confidential to the extent allowable to the law. *R277-613-5(1)(a)* and *R277-613-5(2)(c)(i)*

2. determine if an incident will be investigated as a civil rights investigation. *R277-613-5(6)*

3. interview the alleged subject and offender. *R277-613-5(2)(a)*

The investigator may:

1. interview parents, witnesses, school staff familiar with involved students, and other relevant individuals. *R277-613-5(2)(a)*

2. review disciplinary records, physical evidence consistent with search and seizure laws such as video, audio, notes, email, texts, social media, graffiti, etc. *R277-613-5(4)(b)*

Reporting Requirement

School employees who become aware of bullying, hazing, or related initiation activity, shall report such incident immediately to school administrators so that prompt and appropriate action can be taken. School personnel who fail to report incidents of bullying, or hazing to school or District administrators may face disciplinary action.

Students who observe hazing activities and fail to intervene or report the hazing to school officials may face disciplinary action for conspiring to engage in hazing.

Coordination with Other Policies

School employees who engage in any of these prohibited behaviors may be subject to individual investigation resulting in employment action.

Bullying, cyberbullying, hazing or retaliation that is found to be based on a protected class is further prohibited under federal anti-discrimination laws and is subject to provisions of District policy.

Parental Notification of Certain Incidents and Threats

A school administrator shall promptly notify a parent/guardian personally of:

7. a parent/guardian's student's threat to commit suicide; or

8. an incident of bullying, cyber-bullying, hazing, or retaliation involving the parent/guardian's student as a victim or an individual who is alleged to have engaged in prohibited conduct.

The school shall provide parents with suicide prevention materials and information to limit the student's access to fatal means when a student threatens suicide as well as provide information and resources on the healthy use of social media and online practices when involved in a cyberbullying incident.

53G-9-604(2)(a)(iv)
R277-613-4(c)(ii)(C)

Record Notification

When a parent/guardian has been notified by a school administrator of a threat or incident, the school administrator shall complete a Record of Parent Notification of Student Threat or Incident form.

This record shall be securely and confidentially maintained by the school consistent with state and federal law.

A school shall provide a student a copy of the Record of Parent Notification of Student Threat or Incident related to the student if the student requests a copy of the record; and expunge the record maintained in accordance with this section if the student has graduated from high school and requests the record be expunged.

School and/or District leaders shall follow up with the parents of all parties to:

(a) inform parents when an investigation is concluded;

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

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

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

R277-613-5(11)

To the Student Subjected to the Incident

The school is to offer:

1. a response that addresses the student's needs including supportive measures to preserve access to educational services. *53G-9-605.5-2(b)9i) and 53G-9-605.5-2(b)(iv*)

2. accommodations the student may need regarding decreased exposure with the student who caused the incident. *53G-9-605.5-2(b)(ii)*

3. notification of plan to address the behavior of the student who caused the incident *53G-9-605.5-2(b)(ii)*

4. access to other resources the parent requests. *53G-9-605.5-2(b)(v)*

The action plan may not change the student's educational schedule, placement, or participation in school sponsored activities. *53G-9-605.5-3*

To the Student Who Caused the Incident

The school is to:

1. determine the cause of the incident and any resources needed including tailored consequences and supportive measures that preserve educational access while protecting other student's wellbeing. *53G-9-605.5-2(c)(ii)*

2. remove the student from school in an emergency with a description of what the emergency is. *53G-9-605.5-2(c)(iv)*

3. appeal for one or more of the consequences included in the action plan. *53G-9-605.5-4*

Training

The school is to:

1. assess the prevalence of bullying, specifically locations where students are unsafe and additional supervision is required. *R277-613-4(4)*

2. train students, school employees, coaches, and volunteers on bullying, cyber-bullying, hazing, abusive conduct, retaliation, applicable civil rights, the right of free speech, safe digital citizenship, and when student or school employee discipline may be considered. *R277-613-4(6)*

A designated individual at the District level will provide training, supervise training, oversee action plans, monitor communication processes with a parent, act as a liaison to the state, and assist with case-specific needs. *R277-613-5(1)(c)*

Training by Schools and/or the District Specific to Participants in Public School Athletic Programs and School Clubs.

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

(2) The school and/or district shall inform student athletes and extracurricular club members of prohibited activities under this rule and potential consequences for violation of the law and this rule.

(3) The school and/or district shall maintain training participant lists or signatures, to be provided to the Board upon request.

Training Elements

Training elements include:

1. How bullying, cyber-bullying, hazing retaliation and abusive conduct are different from discrimination and may occur separately from each other or in combination. *R277-613-6(b)(i)(C)*

2. How bullying, cyber-bullying, hazing, retaliation, and abusive conduct are prohibited based upon race, color, national origin, sex, religion or disability. It will also include the right of free speech and how it differs for students, employees and parents. *R277-613-6(b)(i)(D)*

3. Complement the suicide prevention program, school policies and school discipline plans which shall provide direction on dealing with bullying. *R277-613-4(8)(b)*

4. Informing student athletes of prohibitions and consequences regarding bullying. *R277-613-7(2)*

5. The training is offered before any student, employee, or volunteer participates in clubs and to new school employees, coaches, and volunteers within the first year of employment and all school employees, coaches, and volunteers at least once every three years following. *R277-613-7(1)*

Grievance Process for Incident of Abusive Conduct

A school employee who has experienced abusive conduct as defined in this policy and is not satisfied with initial efforts to resolve the issue, may file a grievance not later than thirty (30) days after the incident(s) in order to be effectively investigated and resolved, unless the time for filing is extended by the District for good cause shown.

Grievance Process: Step 1

A. The grievance must be in writing, dated, and signed by the grievant and delivered to the principal.

B. Within ten (10) school days, the principal shall meet with the grievant to discuss the grievance and possible resolutions.

C. Within ten (10) school days after the meeting, the principal will respond in writing explaining the principal's position and offer options for substantive resolution of the complaint.

Grievance Procedure: Step 2

A. If the response by the principal does not satisfactorily resolve the issue, the grievant may appeal the response in writing within ten (10) school days after receipt of the response to the district director.

B. Within ten (10) school days after receipt of the grievance, the school director will meet with the grievant to discuss the grievance and possible resolutions.

C. Within fifteen (15) school days after the meeting, the district director will respond in writing with a final resolution of the grievance.

The district director's written response shall be the final administrative action in the matter.

5.0712 STUDENT CONDUCT: DISRUPTIONS

5.0712.01 *DISRUPTIONS*

Issue Date: 4/10/97

Conduct by students either in or out of class which for any reason—whether because of time, place, or manner of behavior—unreasonably disrupts or creates an unreasonable and substantial

risk of disrupting a class activity, program, or other function of a school, or involves substantial disorder or invasion of the rights of others, is prohibited. A student who disrupts the class shall be subject to expulsion at the discretion of the school principal. Repeated disruptions of class may justify expulsion for the remainder of the school year at the discretion of the Board.

5.0712.02 *DEMONSTRATIONS*

Issue Date: 4/10/97

Students shall be subject to the provisions of Board policy regarding disruptions of classes and disruption of lawful assembly.

Any demonstration on school property during school hours must be authorized by the school's principal in writing.

Student demonstrations and similar activities shall be prohibited when there is evidence that may reasonable lead school authorities to forecast substantial disruption of, or material interference with, normal school operations or approved school activities.

The evidence must support a "reasonable forecast of substantial disruption" of school operations; "undifferentiated fear" or mere apprehension of disturbance is not sufficient to justify restrictions on students' otherwise legitimate right to freedom of expression.

5.0712.03 *VIOLATIONS*

Issue Date: 4/10/97

Students who participate in any prohibited activities described above are subject to disciplinary actions, based on the severity of the violation and its overall effect on the welfare of other student(s).

Tinker v. Des Moines 393 U.S. 503 (1969)
Barker v. Hardway, 394 U.S. 905 (1969)
Burnside v. Byars, 363 F.2d 744 (1969)

5.0712.04 *ASSAULTS*

Issue Date: 4/10/97

Students are prohibited from assaulting anyone on school property or at any school related event. Any of the following actions constitute an assault:

1. Intentionally, knowingly, or recklessly causing bodily injury to another.
2. Intentionally or knowingly threatening another with imminent bodily injury.
3. Intentionally or knowingly causing physical contact with another when the student knows or should reasonably believe that the other will regard the contact as offensive or provocative.

Utah Code 76-5-102

5.0712.05 *HARASSMENT/BULLYING*

Issue Date: 05/30/06

No student shall, with intent to frighten, harass or bully another, communicate in writing a threat to commit any violent felony.

Utah Code 76-5-106

5.0712.06 *THREATS AGAINST LIFE OR PROPERTY*

Issue Date: 4/10/97

No student shall commit a threat against life or property. A student commits a threat against life or property if he threatens to commit any offense involving violence with intent to:

1. Cause action of any nature by an official or volunteer agency organized to deal with emergencies.

2. Place a person in fear of imminent serious bodily injury or

3. Prevent or interrupt the occupation of a building or room, place of assembly, place to which the public has access, or aircraft, automobile, or other form of transportation.

Utah Code 76-5-107

Violation of this policy may result in permanent suspension, temporary expulsion and/or failure of citizenship requirements necessary to graduate.

5.0713 GANG PARTICIPATION AND WEAPONS POSSESSION

5.0713.01 *GANG PARTICIPATION AND WEAPONS POSSESSION*

Issue Date: 4/10/97
Updated: 6/6/24

Students shall be excluded from school for up to ten (10) days in any given semester and may, after an opportunity for a hearing is accorded pursuant to District disciplinary policy, be permanently excluded from attending school for the following reasons:

1. Possessing, using, selling or attempting to sell any dangerous weapon or substance, including but not limited to firearms, smoke bomb, tear gas canister, incendiary device, flammable liquid, cigarette lighter, knife, explosive device or fireworks, chemical weapon, or martial arts weapon, upon or within one hundred (100) yards of school property, on a school bus or other authorized school transportation, or at school activities or functions.

2. While on or within one hundred (100) yards of school property, on a school bus or other authorized school transportation, or at school activities or functions, wearing or displaying any identifiable gang or gang-related hand signals, insignia, clothing, uniforms, colors, paraphernalia, adopted symbols, writing or nicknames, or other items identifying or representing gang association.

    a. Clothing and hats displaying the name or logo of certain sports teams known to identify with a gang.

3. Participating in gang or gang-related activities while on or within one hundred (100) yards of school property, school activities, school bus stops, or on buses or other authorized school transportation.

5.0714 STUDENT USE OF TOBACCO

5.0714.01 *STUDENT USE OF TOBACCO*

Issue Date: 12/13/12

Philosophy

Duchesne County School District Board of Education believes that a healthful school environment is the right of students and staff in District schools, and the Board has established policy to help ensure these rights. With the determination by the Surgeon General of the United States of the harmful effects of tobacco products use, including second-hand smoke, as well as the Utah State laws prohibiting the sale and/or use of tobacco products by minors (Utah State Criminal Code 76-10-104, 76-10-105 and 76-10-105.1), the Board mandates that District schools, offices, and properties, shall be tobacco-free. School officials have the authority to discipline students for off-campus speech that causes or threatens a substantial disruption on campus, including school activities, violent altercations, or a significant interference with a student's educational performance and involvement in school activities. If after an investigation, a student is found to be in violation of this policy, the student shall be disciplined by appropriate measures up to, and including, suspension and expulsion, pursuant to Utah Code Ann. 53A-11-904 and or in accordance with the U.S. Department of Education Office for Civil Rights. If after an investigation, a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures up to, and including, termination.

Law

Utah State Code 76-10-105

1. Any 18 year old person who buys or attempts to buy, accepts, or has in his possession any cigar, cigarette, or tobacco in any form is guilty of a Class C misdemeanor and subject to:

    a. a minimum fine or penalty of $60 and

    b. participation in a court-approved tobacco cessation education program, which may include a participation fee.

1. Any person under the age of 18 who buys or attempts to buy, accepts, or has in the person's possession any cigar, cigarette, electronic cigarette, or tobacco in any form is subject to the jurisdiction of the Juvenile Court and

    a. a minimum fine or penalty of $60 and

    b. participation in a court-approved tobacco cessation education program, which may include a participation fee.

2. A compliance officer appointed by a board of education under Section 53A-3-402 may issue citations for violations of this section committed on school property. Cited violations shall be reported to the appropriate juvenile court.

Utah State Code 26-38-2

1. As used in this chapter: "Place of public access" means any enclosed indoor place of business, commerce, banking, financial service, or other service-related activity, whether publicly or privately owned and whether operated for profit or not, to which persons not employed at the place of public access have general and regular access or which the public uses, including…

    a. buildings, offices, shops, elevators, or restrooms;

b. public or private elementary or secondary school buildings and educational facilities or the property on which those facilities are located.

Utah State Code 26-38-3(1):

1. Except as provided in Subsection (2), smoking is prohibited in all enclosed indoor places of public access and publicly owned buildings and offices.

Definition

For purposes of this policy, "tobacco product" is defined to include cigarettes, cigars, electric cigarette cartridge, blunts, bidis, clove cigarettes, spit (smokeless) tobacco, dissolvable tobacco, snuff, snus, and/or any other items containing or resembling tobacco or tobacco products.

For the purposes of this policy, "use of tobacco" is defined to include smoking, chewing, dipping, distribution, sale, or consorting with others who possess or are using tobacco.

For the purposes of this policy, "possession of tobacco or tobacco paraphernalia" includes cigarettes, blunts, bidis, clove cigarettes, pipes, spit tobacco, snuff, electronic cigarette, and/or any other items containing or reasonably resembling tobacco or tobacco products. Paraphernalia includes but is not limited to lighters, matches, strikers, pouches, packaging, cylinders, cartridges, rolling papers, pipes, e-cigarettes, and/or any items used for the intention of disguising the product or device.

Policy Guidelines

1. The Duchesne County School District and property shall be tobacco-free 24 hours a day, 365 days per year.

The use or possession of any and all tobacco products by students on district property, in district vehicles, or at school-sponsored functions is prohibited.

The use or possession of tobacco products by any school employee on district property, in district vehicles, or at school-sponsored or related functions is prohibited.

The use or possession of tobacco products by any school volunteers, contractors, or other persons performing services on behalf of the school district is prohibited. (26-38-7 Enforcement action by proprietors)

The use or possession of tobacco products by any visitor, to the school district property, associated functions sponsored by the school or others, including in-door and out-door athletic events, fairs, field trips, is prohibited. (26-38-7 Enforcement action by proprietors)

The advertisement, promotion, exhibition, of any and all tobacco products in school buildings, on school property, at school sponsored functions, on or in school publications is prohibited.

The wearing of clothing by school personnel and students that advertises, has images or messages of tobacco products is prohibited.

Records of Violations

1. STUDENTS: Violators of the tobacco-free policy in the school, at school sponsored activities, in any vehicle approved by the District to transport students, on school property owned and/or operated by the District or within 25 feet of school property, or while attending school sponsored activities away from the school, whether or not the actions occur during regular school hours, shall be cited by the school administration and the offense recorded on the student's cumulative records. Students will be subject to disciplinary action, which may include warnings, exclusion from extra-curricular activities, suspension, or expulsion, and/or

subsequent Juvenile Court action as outlined in the DISCIPLINARY ACTION FOR TOBACCO POLICY VIOLATIONS.

EMPLOYEES: Consequences for employees who violate the tobacco use policy will be in accordance with personnel policies and may include verbal warning, written reprimand, or termination.

VISITORS: Visitors will be asked to refrain from using tobacco products while on school property or school sponsored events and will be asked to leave the premises. Law enforcement may be contacted if the visitor refuses to cease the use. (26-38-7 Enforcement action by proprietors).

Disciplinary Action for Tobacco Policy Violations

All disciplinary action will be taken by the principal or designee and may include any or all of the following:

1. For a **first violation** of the tobacco policy by a student, the following shall occur:

    a. Confiscation of all tobacco products

    b. The parents/guardians will be notified

    c. A parent/student conference will be scheduled

    d. A court referral will be submitted

    e. The student shall be warned about consequences of further violations and counseled concerning hazards of tobacco use

    f. The School District Tobacco Policy will be reviewed and a non-use contract will be signed and made a part of the student's record.

    g. The student may be prohibited from participating in school-sponsored activities for up to 10 days.

    h. A successful completion of a tobacco cessation program will be recommended. Parent participation will be encouraged.

For a **second violation** of the tobacco policy by a student, the following shall occur:

    i. Confiscation of all tobacco products

    j. The parents/guardians will be notified

    k. A parent/student conference will be scheduled

    l. A court referral will be submitted

    m. The student will be suspended from school. Suspension may be for one (1) day or up to ten (10) days

    n. The student will be prohibited from participation in or attendance at school sponsored activities for up to 10 days

    o. A successful completion of a tobacco cessation program will be recommended. Parent participation will be encouraged.

For a **third violation** of the tobacco policy by a student, the following shall occur:

    p. Confiscation of all tobacco products

q. The parents/guardians will be notified

r. A court referral will be submitted

s. The student will be suspended from school for up to ten (10) days; he/she will be prohibited from participation or attendance at school sponsored activities during this period

t. Expulsion procedures will be begun with the Board upon the recommendation of the principal or designee.

If a student desires to return to school after a suspension for violation of the tobacco policy, he/she must attend a meeting with:

1. the principal, and/or designee

the student's parents/guardians

The student must:

1. sign a non-use contract

show evidence of educational pursuit during suspension period

show evidence of having received counseling or attended and completed a cessation program (cost, if any, assumed by parents/guardians)

If a student desires to return to school after an expulsion, he/she must petition the Board and show evidence of having completed some authorized Tobacco Cessation Program (cost, if any, assumed by the parents/ guardians) as well as the conditions listed above.

5.0720 STUDENTS RIGHTS AND RESPONSIBILITIES: MARRIED STUDENTS

5.0720.01 *MARRIED STUDENTS*

Issue Date: 4/10/97

Married students shall have the same rights and responsibilities as unmarried students. This includes the right to participate in any extracurricular activities on the same basis, and subject to the same requirements, as unmarried students.

5.0730 STUDENTS RIGHTS AND RESPONSIBILITIES: PREGNANT STUDENTS

5.0730.01 *PREGNANT STUDENTS*

Issue Date: 4/10/97

The District shall provide for maintaining the educational program of pregnant students. Students who are classified and receiving special education services, may, for an appropriate period of time, desire to continue their education in an alternative setting.

The District may also provide alternative settings or other services to pregnant students who are not in special education programs.

The decision whether to continue in the regular school program or in an alternative setting shall rest with the student.

34 CFR § 106.40

In the absence of leave policies for students with temporary disabilities, pregnancy and related conditions shall be treated as justification for a leave of absence for a period of time deemed medically necessary by the student's physician. Students shall be reinstated to the status they held when the leave began.

5.0740 STUDENT INTERROGATIONS, SEARCH, AND SEIZURE

5.0740.01 *SEARCH AND SEIZURE*

Issue Date: 4/10/97
Updated: 3/9/23

Students shall be free from unreasonable search and seizure by school officials. School officials may search a student or a student's property with reasonable suspicion or with the student's consent. A search must be reasonable both in the reason for the search and the scope of the search

New Jersey v. T.L.O., 469 U.S. 325 (1985)
Jones v. Latexo, 499 F. Supp. 223 (ED. Tex. 1980)
Bellnier v. Lund, 438 F. Supp. 47 (N.D.N.Y 1977)

5.0740.02 *REASONABLE SUSPICION*

Issue Date: 3/9/23

"Reasonable suspicion" is a particularized and objective basis, supported by specific articulable facts, for suspecting a person of violating law or policy.

5.0740.03 *SEARCHES OF PLACES*

Issue Date: 4/10/97
Updated: 3/9/23

Students have a limited expectation of privacy of areas such as lockers, which are owned and jointly controlled by the school. While students may lock or otherwise secure lockers from access by other students, this does not give the student an expectation of privacy with regard to school access, nor may a student lock or secure a locker with means that are not approved by the school. These areas may be searched on a school-wide or individual basis when the school determines there is cause to conduct such a search. In addition, the school district has a reasonable and valid interest in ensuring that the lockers are properly maintained. For this reason, periodic inspection of lockers is permissible to check for cleanliness and vandalism. Any illegal items or contraband discovered during such searches (including electronic cigarette products) shall be confiscated by

school officials and may be turned over to law enforcement officials. Student privacy regarding contents of the locker which are not contraband or in violation of law or policy will be respected.

Zamora . Pomeroy, 639 F. 662 (10th Cir. 1981)
Singleton v. Board of Educ. USD 500, 894 F. Supp. 386 (D. Kan. 1995)

5.0740.04 *SEARCHES OF STUDENTS*

Issue Date: 4/10/97
Updated: 3/9/23

Searches of students' outer clothing and pockets may be conducted if reasonable suspicion exists. The extent of the search will be governed by the urgency and seriousness of the alleged infraction, the student's age, and the student's disciplinary history. This authorization to search shall also apply to all situations in which the student is under the jurisdiction of the School–including all students participating in extracurricular activities and athletics, dual-enrolled students and students taking online courses, when applicable

5.0740.05 *HEALTH/SAFETY OF STUDENTS*

Issue Date: 3/9/23

Whenever the search is prompted by the reasonable suspicion that possession of a substance or object immediately threatens the safety and health of the student or others, the appropriate School official shall act with as much speed and dispatch as is required to protect persons and property in the School while keeping clearly in mind the student's rights and the potential consequences of inappropriate or hasty action.

5.0740.06 *METHOD AND SCOPE OF SEARCH*

Issue Date: 3/9/23

The scope of any search should be limited by the reasonable suspicion that motivated the search. If an item is found that leads to reasonable suspicion that additional, related items may also exist, the search may be extended. If the initial search produces no evidence of contraband, there should be no extension of the search based on simple curiosity or unreasonable teacher/administrator suspicion.

Anything found in the course of a search which is evidence of a student violation of School rules or federal/state laws may be seized and admitted as evidence in any suspension or expulsion proceeding. It may also be turned over to any law enforcement officer.

Vehicles in the possession of students and parked on school premises may be searched, based on reasonable suspicion, by the appropriate School official. Searches of vehicles of staff members or visitors shall be conducted by law enforcement personnel.

5.0740.07 *INTERROGATIONS AND SEARCHES*

Issue Date: 3/9/23

Highly intrusive invasions of a student's privacy, such as searches of the student's person or strip searches, shall be conducted only if individualized reasonable suspicion exists to believe that there is a legitimate safety concern due to a student's possession of weapons. These searches must be designed to be minimally intrusive, taking into account the item for which the search is conducted.

Strip searches are seldom warranted and shall not be conducted without prior consultation with District administration and if possible legal counsel.

Singleton v. Board of Educ. USD 500, 894 F. Supp. 386 (D. Kan. 1995)
Doe v. Renfrow, 631 F.2d 91 (7th Cir. 1980)
Konop v. Northwestern School Dist., 26 F. Supp. 2d 1189 (D. S.D. 1998)

5.0740.08 *STUDENT CONSENT*

Issue Date: 4/10/97
Updated: 3/9/23

If the District does not have reasonable suspicion to search a student or his property, the District may search with the student's free and voluntary consent. However, coercion, whether expressed or implied, invalidates the apparent consent.

Jones v. Latexo, 499 F. Supp. 223 (E.D. Tex. 1980)

5.0740.09 *ELECTRONIC CIGARETTE PRODUCTS*

Issue Date: 3/9/23

Students are prohibited from possessing or using electronic cigarette products while on School property and electronic cigarette products will be confiscated. School officials will properly store and arrange for disposal of any confiscated electronic cigarette product. Because electronic cigarette products are hazardous waste, school officials must turn over items to law enforcement for disposal or follow the proper disposal as outlined by the Utah Department of Environmental Quality.

(Utah Admin Code R315-260 through 262)

5.0740.10 *POLICE INVOLVEMENT*

Issue Date: 4/10/97
Updated: 3/9/23

Where school officials initiate a search and police involvement is minimal, the reasonableness standard is applicable. The ordinary warrant requirement and probable cause standard will apply where "outside" police officers initiate, or are predominantly involved in, a school search of a student or student property for police investigative purposes.

Myers v. State, 839 N.E.2d 1154 (Ind. 2005)
F.S.E. v. State, 993 P.2d 771 (Ok. Crim. App. 1999)
In Re Josue T., 989 P.2d 431 (N.M. Ct. App. 1)

5.0750 STUDENTS RIGHTS AND RESPONSIBILITIES: STUDENT COMPLAINTS

5.0750.01 *AGGRIEVED STUDENTS*

Issue Date: 4/10/97

A student aggrieved by the violation of a constitutional, statutory, or common law right, or by the violation of a rule or policy adopted by the District, shall be afforded a hearing before the District Board of Education in accordance with applicable law. However, this provision shall not be construed to create an independent right to a hearing before the Board in addition to hearings required by law.

5.0750.02 *NOTICE*

Issue Date: 4/10/97

The aggrieved student shall make a written request for a hearing, identifying specifically the claimed violation and the relief requested. The written request shall be deemed filed upon receipt by the Superintendent's office, and shall be filed not more than thirty (30) days after the claimed violation.

5.0750.03 *HEARING*

Issue Date: 4/10/97

The Board shall conduct a hearing for aggrieved parties within thirty (30) days of receipt of a written request for a Board hearing, unless the hearing is postponed by mutual consent. The Board shall notify the aggrieved student in writing of the time and place of the hearing. The Board shall notify the aggrieved student of its decision in writing within fifteen (15) days after the hearing.

5.0750.04 *EXCLUSIONS*

Issue Date: 4/10/97

Student complaints regarding instructional materials, removal to alternative education programs, expulsion, prior review of non-school materials intended for distribution to students, or special education appeals are covered by separate policies or procedures.

5.0750.05 *PURPOSE*

Issue Date: 4/10/97

The purpose of this policy is to secure, at the first possible level, prompt and equitable resolution of student complaints, including those alleging discrimination on the basis of race, religion, color, sex, national origin, or disability.

5.0750.06 *PRESENTATIONS AND HEARINGS*

Issue Date: 4/10/97

In most circumstances, students shall be entitled to administrative conferences and informal presentations of the complaint to the Board.

5.0750.07 *REPRESENTATION*

Issue Date: 4/10/97

The student may be represented by an adult at any level of the complaint resolution process.

If the complaint involves a problem with a teacher, the student shall in most circumstances be expected to discuss the matter with the teacher before requesting a conference with the principal (Level One).

5.0750.08 *LEVEL ONE*

Issue Date: 4/10/97

A student who has a complaint shall request a conference with the principal within ten calendar days of the time the student knew, or should have known, of the event or series of events causing the complaint. The principal shall schedule and hold a conference with the student within five (5) days.

5.0750.09 *LEVEL TWO*

Issue Date: 4/10/97

If the outcome of the conference with the principal is not to the student's satisfaction, the student has ten (10) calendar days to request a conference with the Superintendent or designee who shall schedule and hold a conference. Prior to or at the conference, the student shall submit a written complaint that includes a concise statement of the complaint and any supporting evidence, the solution or relief sought, the student's signature, and the date of the conference with the principal.

5.0750.10 *LEVEL THREE*

Issue Date: 4/10/97

If the outcome of the conference with the Superintendent or designee is not to the student's satisfaction, the student may present the complaint to the Board at the next regular meeting.

The Board shall designate a portion of its regular monthly meeting to hear student complaints. The Board president may set reasonable time limits on complaint presentation. The Board shall listen to the complaint, but is not required to respond or take action on the matter unless the complaint is from an aggrieved party as described in the AGGRIEVED STUDENTS section of this policy.

5.0750.11 *EXECUTIVE SESSION*

Issue Date: 4/10/97

If the complaint involves complaints or charges against a District employee, it shall be heard by the Board in executive session, unless the employee requests the hearing to be public.

5.0800 STUDENT DISCIPLINE

5.0800.01 *GENERAL AUTHORITY*

Issue Date: 4/10/97
Updated: 1/2/20
FH

If a particular type of conduct has the effect of disrupting the learning atmosphere, it should be subject to regulation. The Board possesses discretion in promulgating regulations for the proper conduct of students.

Utah Code § 53E-3-501(1)(b)(v) (2019)
Utah Admin. Rules R277-609-1 (May 8, 2018)

5.0800.02 *COMPREHENSIVE CONDUCT AND DISIPLINE PLAN*

Issue Date: 1/2/20
FH

The District shall, with input from administration, instructional and support staff, students, parents, community councils, and other community members, develop a comprehensive plan for student and classroom management and school discipline. This plan shall meet the content requirements set forth in Utah Admin. Rules R277-609-4(3).

Utah Admin. Rules R277-609-4 (May 8, 2018)

5.0800.03 *RELATION OF SCHOOL DISCIPLINE RULES TO OTHER POLICIES*

Issue Date: 1/2/20
FH

Rules and procedures shall prohibit corporal punishment and shall restrict the use of reasonable and necessary physical restraint as set forth in these policies and pursuant to Utah Code § 53G-8-302 and Utah Administrative Rules R277-609. Policies shall include written procedures for the suspension and expulsion of, or denial of admission to, a student, consistent with due process and other provisions of law, including Utah Code § 53G-8-204 et seq. Moreover, all rules and procedures shall be consistent with all other policies of the Board, and all state statutes and federal laws governing school discipline, including Utah Code § 53G-8-203, Utah Code § 53G-8-204 and Section 504 of the Rehabilitation Act of 1974 (29 U.S.C. § 794).

Utah Code § 53G-8-203 (2019)

5.0800.04 *REVISING DISCIPLINE RULES*

Issue Date: 1/2/20
FH

In adopting or revising the District's rules and regulations, the school board shall solicit input from various interest groups at the school and in the community, including district employees, parents of students, and students.

Utah Code § 53G-8-202(2)(a) (2019)

5.0800.05 *EMERGENCY REMOVALS*

Issue Date: 4/10/97
Updated; 1/2/20
FH

Students may be removed from regular classes or District premises for non-disciplinary health, safety, and welfare reasons when the Board or its designee determines that an emergency exists.

Any student removed from school for any "emergency" reason who is in a condition that threatens his or her own welfare or the welfare of others shall be released to the student's parent or guardian, the parent's or guardian's representative, or other proper authority, including, but not limited to, law enforcement officers and medical personnel.

The District shall make reasonable efforts to notify the parent or guardian prior to removing a student from school premises for emergency reasons. If the parent cannot be notified prior to the removal, the parent shall be notified as soon as possible after the removal and the reasons for it.

5.0800.06 *STUDENTS WITH DISABILITIES*

Issue Date: 4/10/97
Updated: 1/2/20
FH

Removal of a student with a disability for any of these reasons shall be used only in emergency situations and shall not exceed ten school days. Consecutive ten-day removals are prohibited, unless the Special Education Committee determines that the student poses an immediate threat to the safety of himself or others or disrupts the safety of the learning environment. If the parents appeal the Special Education Committee's decision and refuse to permit a change in placement, the District may seek a court injunction to remove a dangerous student with a disability for more than ten consecutive days.

If emergency removals, suspensions, or removals to alternative education total 10 school days in a year, the Special Education Committee shall review the student's IEP, unless the discipline management portion of the IEP specifies otherwise.

5.0800.07 *REMOVAL FROM CLASSROOM FOR INAPPROPRIATE BEHAVIOR*

Issue Date: 4/10/97
Updated: 10/1/26
FH

A teacher may refer a student to the Principal (or other administrator) in order to maintain effective discipline in the classroom. The Principal shall respond by employing appropriate discipline management techniques.

A teacher may remove from class a student who has been documented by the teacher to have violated school rules or district policy according to instructions given by the Principal. Examples of such conduct may include, but are not limited to: repeatedly interfering with the teacher's ability to communicate effectively with the students in the class, conduct that is distracting, disrupting, disrespecting, defying, destroying, degrading, dangerous, etc. within the district accountability system.

The teacher and/or school administrator shall place the student on the appropriate conduct level, give the corresponding conduct accountability grade, offer pertinent interventions, impose consequences, and possibly enter into a conduct contract with the student and their parents according to the district accountability system.

5.0800.08 *CORPORAL PUNISHMENT*

Issue Date: 4/10/97
Updated: 1/2/20
FH

A school employee may not inflict or cause the infliction of corporal punishment upon a student.

Utah Admin. Rules R277-608 (September 21, 2017)
Utah Code § 53G-8-302(1) (2019)

The term "corporal punishment" means the intentional infliction of physical pain upon the body of a student as a disciplinary measure.

Utah Code § 53G-8-301(1) (2018)

5.0800.09 *APPROPRIATE CONDUCT*

Issue Date: 4/10/97
Updated: 1/2/20
FH

A school employee may use of reasonable and necessary physical restraint in self-defense or when otherwise appropriate to the circumstances to:

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

2. protect the student or another individual from physical injury; or

3. remove from a situation a student who is violent; or

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

A school employee may also use less intrusive means, such as a physical escort, to address these types of circumstances. (A "physical escort" is temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of guiding a student to another location.)

Policy FHAF sets forth specific provisions governing the use of physical restraint with students.

Utah Code § 53G-8-301(2) (2018)
Utah Code § 53G-8-302 (2019)
Utah Admin. Rules R277-609-4(3)(k) (May 8, 2018)

An employee of the District may not be subjected to any sanction for failure or refusal to commit an act prohibited by this policy.

Utah Code § 53G-8-302(4) (2019)

Policy FDD regarding Child Abuse Reporting and Investigation shall apply to complaints made to the District regarding improper or unauthorized use of corporal punishment.

Utah Code § 53G-8-303 (2018)

5.0800.10 *LIMITATION*

Issue Date: 4/10/97
Updated: 1/2/20
FH

This policy does not restrict the use of physical contact which is considered to be reasonable discipline for purposes of behavior reduction intervention and which is also in compliance with

state regulations and District policies adopted pursuant to Utah Code § 53E-7-204 regarding provision of education for students with disabilities.

Utah Code § 53E-7-204 (2019)

5.0800.11 *DISCIPLINARY RECORD*

Issue Date: 4/10/97
Updated: 1/2/20
FH

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

5.0800.12 *COLLECTION AND REPORTING OF INCIDENT DATA*

Issue Date: 1/2/20
FH

School personnel shall collect data with regard to incidents which occur on school grounds while school is in session or during a school-sponsored activity and which involve (1) suspension or expulsion of a student, or (2) arrest of a minor or (3) “other law enforcement activities” (defined below).

For this reporting requirement, “other law enforcement activities” means a significant law enforcement interaction with a minor that does not result in an arrest, including (1) a search and seizure by an SRO, (2) issuance of a criminal citation, (3) issuance of a ticket or summons, (4) filing a delinquency petition, or (5) referral to a probation officer.

The report of the incident shall also include information on the student or minor’s age, grade level, race, sex, and disability status. To collect the data, school personnel shall use the form established by the State Superintendent in consultation with law enforcement agencies.

The District shall report the data to the State Superintendent in a timely manner as required by the State Superintendent. Beginning with the 2020-21 school year, the District shall report the data compiled for each school year to the State Superintendent on or before September 1 of the year in which the school year ended.

Utah Code § 53E-3-516 (2018)
Utah Admin. Rules R277-912-2 (February 7, 2019)

5.0800.13 *NOTICE OF RULES*

Issue Date: 1/2/20
FH

A copy of the rules and procedures shall be made available to all students at the time of their enrollment in the school. If a school makes significant changes to its discipline rules and procedures, written notice of the adopted and revised discipline rules and procedures shall be distributed to all new and continuing students. In the case of all new, continuing or transfer students, a copy of the rules and procedures shall be mailed to the student's parents.

Utah Code § 53G-8-204 (2019)

5.0800.14 *BOARD REVIEW OF SCHOOL DISCIPLINE RULES*

Issue Date: 1/2/20
FH

Each school shall file a copy of its school discipline rules and procedures with the Board within thirty days after adoption of the rules and procedures. The Board shall review the rules and procedures filed by each school and may require the school to modify any rule or procedure that is not consistent with Board policy or state statutes on discipline in the public schools.

Utah Code § 53G-8-202 (2019)
Utah Code § 53G-8-203 (2019)

5.0810 SAFE SCHOOLS

5.0810.01 *DEFINITIONS*

Issue Date: 1/2/20
FH

The following definitions shall apply under this policy—

1. "Suspension" means removal of a student from the student's regular classroom assignment for a definite period of time.

2. "In-school suspension" means temporary reassignment, for a specific period of time, to a designated suspension classroom within the school.

3. "Short-term suspension" means exclusion of the student from the school, school grounds, and school activities and functions for a specific period of time that is equal to or less than 10 school days.

4. "Long-term suspension" means exclusion of the student from the school, school grounds, and school activities and functions for a specific period of time that is greater than 10 school days.

5. "Expulsion" means termination of the student's status as a student enrolled in the school. Expulsion may be for an indefinite or fixed period of time.

6. "Involuntary transfer" means reassignment of a student from one school, campus, or academic program, to a different school, campus, or academic program within the District. Involuntary transfer may be for an indefinite period of time or for a fixed period of time.

7. "School district location" means in any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district.

8. "Disruptive behavior" means conduct which unreasonably interferes with the educational process or instruction of students in the classroom or elsewhere, including foul, profane, vulgar or abusive language.

9. "Bullying" means intentionally committing a written, physical, or verbal act that a reasonable person under the circumstances should know or reasonably foresee will have one of the following effects:

a. causing physical or emotional harm to the school employee or student:

b. causing damage to the school employee or student's property;

c. placing the school employee or student in reasonable fear of:

i. harm to the school employee's or student's physical or emotional well-being; or

ii. damage to the school employee's or student's property.

d. creating a hostile, threatening, humiliating, or abusive educational environment due to:

i. the pervasiveness, persistence, or severity of the actions; or

ii. a power differential between the bully and the target; or

e. substantially interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits.

Utah Code § 53G-9-601(2) (2019)

10. "Communication" means the conveyance of a message, whether verbal, written, or electronic.

Utah Code § 53G-9-601(3) (2019)

11. "Cyber-Bullying" means:

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

b. b. In addition, any communication of this form that is generated off-campus but causes or threatens to cause a material and substantial disruption at school or interference with the rights of students to be secure may also be considered cyber-bullying.

Utah Code § 53G-9-601(4) (2019)

12. "Hazing" means a school employee or student intentionally, knowingly, or recklessly committing an act that:

a. meets one of the following:

i. endangers the mental or physical health or safety of a school employee or student; or

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

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

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

b. is committed for the purpose of initiation into, admission into, affiliation with, holding office in, or as a condition for membership in any school or school sponsored team, organization, program, club, or event; or

c. is directed toward a school employee or student whom the individual who commits the act knows, at the time the act is committed, is a member of, or candidate for membership in, a school or school sponsored team, organization, program, club, or event in which the individual who commits the act also participates.

The conduct described above constitutes hazing, regardless of whether the school employee or student against whom the conduct is committed directed, consented to, or acquiesced in, the conduct.

Utah Code § 76-5-107.5 (2011)
Utah Code § 53G-9-601(5) (2019)

13. "Retaliate" means an act or communication intended:

    a. as retribution against a person for reporting bullying, cyber-bullying, abusive conduct, or hazing; or

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

14. "Weapon" means "dangerous weapon," which includes any firearm or any object that is used for, or is readily capable of, causing death or serious bodily injury. "Firearm" means a pistol, revolver, shotgun, short barreled shotgun, rifle or short barreled rifle, or any device that could be used as a dangerous weapon from which is expelled a projectile by action of an explosive. The following factors are used in determining whether an object other than a firearm is a dangerous weapon:

    a. the location and circumstances in which the object was used or possessed;

    b. the primary purpose for which the object was made;

    c. the character of the wound, if any, produced by the object's unlawful or improper use;

    d. the manner in which the object was unlawfully or improperly used;

    e. whether the manner in which the object is used or possessed constitutes a potential imminent threat to public safety; and

    f. the lawful purposes for which the object may be used.

Possession of a weapon shall not violate this policy if possession is approved in writing by the responsible school administrator or if the item or material is present or to be used in connection with a lawful activity approved in writing by the responsible school administrator before the material in question is brought on school premises.

Utah Code § 76-10-501 (2015)
Utah Code § 76-10-505.5 (2013)

15. "Unlawful conduct" means any conduct by a student which violates any local, state, or federal law or regulation, or violates any District or school policy, or violates the legal rights of another person, and includes, but is not limited to, the following:

a. Harassment: the crime of harassment occurs when a student, with intent to frighten or harass another, communicates in writing a written or recorded threat to commit any violent felony.

Utah Code § 76-5-106 (1995)

b. Burglary: burglary means entering or remaining in a building or any portion of a building with the intent to commit an additional crime.

Utah Code § 76-6-202 (2012)

c. Theft: theft means obtaining or exercising unauthorized control over the property of another with the purpose to deprive him or her thereof.

Utah Code § 76-6-404 (1973)

d. Criminal mischief: criminal mischief means intentionally damaging, defacing, or destroying the property of another; or recklessly or willfully shooting or propelling a missile or other object at or against a motor vehicle, bus, airplane, locomotive, train, railway car, or caboose, whether moving or standing, or intentionally and unlawfully tampering with the property of another so as to recklessly endanger human life, health, or safety or recklessly causes or threatens a substantial interruption or impairment of critical infrastructure.

Utah Code § 76-6-106 (2012)

e. Assault: assault means an attempt, with unlawful force or violence, to do bodily injury to another.

Utah Code § 76-5-102 (2015)

f. Gang activity.

Utah Code § 76-9-801 to 804
Utah Code § 76-9-901 to 907

g. Willfully defaces or otherwise damages school property.

Utah Code § 53G-8-212 (2019)

16. Making a false alarm: a student makes a false alarm if he or she initiates or circulates a report or warning of any fire, impending bombing, or other crime or catastrophe, knowing that the report or warning is false or baseless and is likely to cause the evacuation of any building or public transport; improper activation of school alarms or safety systems.

Utah Code § 76-9-105 (2017)

17. Disrupting the operation of a school: Disrupting the operation of a school occurs when a person, after being asked to leave by a school official, remains on school property for the purpose of encouraging or creating an unreasonable and substantial disruption or risk of disruption of a class, activity, program, or other function of the school.

Utah Code § 76-9-106 (1992)

18. Terroristic Threats: A student commits a terroristic threat if the student threatens to commit any offense involving bodily injury, death, or substantial property damage, and:

a. Threatens to use a weapon of mass destruction or hoax weapon of mass destruction; or

b. The student acts with intent to:

i. Influence or affect a government or unit of government or intimidate or coerce a civilian population; or

ii. Cause action of any nature by an official or volunteer agency organized to deal with emergencies; or

iii. Prevent or interrupt the occupation of a building or a portion of a building, a place to which the public has access, or a facility or vehicle of public transportation operated by a common carrier.

Utah Code § 76-5-107.3 (2013)

19. "Sexual Harassment" means unwelcome sexual advances, requests for sexual favors, other physical or verbal conduct or communications of a sexual nature, and any other gender-based harassment, when:

a. Submission to or rejection of the conduct affects the student's academic performance, participation in school-sponsored activities, or any other aspect of the student's education; or

b. The conduct has the purpose or effect of unreasonably interfering with a student's academic performance or participation in school-sponsored activities, or creating an intimidating, hostile or offensive education environment.

5.0810.02 *PUBLICATION OF SAFE SCHOOL POLICY*

Issue Date: 12/20/94
Updated: 1/2/20
FH

A copy of this policy shall be given to each student in school upon enrollment in the school. Each student transferring to a school in the district who was not attending a school in the district just prior to the transfer shall receive a copy of this policy. When a copy of this policy is provided to a student, a copy shall also be provided to the student's parent.

Utah Code § 53G-8-204(2)(a) (2019)

A copy of this policy shall be posted in a prominent place in each school in the district. Any significant change in this policy shall be posted in each school in the district, and a copy of the revised policy shall be distributed to the students in each school.

Utah Code § 53G-8-204(2)(b), (c) (2019)

5.0810.03 *CONDUCT WARRANTING DISCIPLINE*

Issue Date: 4/10/97
Updated: 1/2/20
FH

A student may be disciplined for the conduct described below. The type of the discipline imposed will depend on the nature of the particular conduct.

1. Conduct Which May Warrant, But Does Not Require, Suspension or Expulsion:

    a. a. A student may be disciplined for any of the following prohibited conduct when it occurs in a school building, or on or in proximity to school property; in conjunction with any school sponsored activity; in or on a school vehicle; is directed at or against another student or a district employee; or when it threatens harm or does harm to the school, school property, a person associated with the school, or property of a person associated with the school.

        i. Any unlawful conduct, as that is defined above.

        ii. Frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including the use of foul, profane, vulgar, or abusive language.

        iii. Willful destruction, defacing, or damaging of school property.

        iv. Behavior, or threatened behavior, which poses an immediate and significant threat to the welfare, safety or morals of other students or school personnel or to the operation of the school.

        v. Disruptive behavior, as that is defined above.

        vi. Possession or use of pornographic material on school property that would constitute a misdemeanor offense under Utah Code § 76-5c-208. (This includes accessing such material through the District computer network or by using any District-owned device.)

        vii. Bullying, abusive conduct, cyberbullying, retaliation, and making false allegations of bullying, bullying or retaliation. See Policy FGAD.

        viii. Any use of an electronic device or camera to record sounds or images or otherwise capture material in an unauthorized setting or at an unauthorized time shall subject the user of the device to increased discipline based on the circumstances and whether the student has been involved in prior violations of this policy.

        ix. The use of any device or any electronic device or camera to threaten, intimidate or embarrass another or to capture and transmit test information or any other information in a manner constituting fraud, theft or academic dishonesty will result in an immediate suspension of not less than three (3) days nor more than ten (10) days.

        x. The use of any device in a manner which may be physically harmful to another person, such as shining a laser in the eyes of another student, will result in an immediate suspension of not less than three (3) days nor more than ten (10) days. When a student repeatedly engages in such behavior, the punishment may be increased as is appropriate.

    b. Selling, giving, delivering, transferring, possessing, controlling, or distributing an alcoholic beverage on or in proximity to school property or at or in proximity to any school sponsored event. See FHAA.

    c. Selling, giving, delivering, transferring, possessing, controlling, or distributing tobacco products on or in proximity to school property or at or in proximity to any school sponsored event. Students shall not smoke or use tobacco products on school property or at any school-related or school-sanctioned activity on or off school property. “Tobacco products” includes an electronic cigarette as that has been defined by state law (Utah Code § 76-10-101).

d. Being under the influence of an alcoholic beverage or controlled substance on or in proximity to school property or at or in proximity to any school sponsored event. See FHAA.

e. Engaging in, assisting, permitting, or otherwise being involved in hazing, as provided by the District's policy prohibiting hazing, Policy FHAC.

Utah Code § 53G-8-205(1) (2019)
Utah Code § 53G-8-602 (2018)
Utah Code § 53G-8-209 (2019)

f. Engaging in conduct that contains the elements of the offense of arson or aggravated arson under the Utah Criminal Code.

Utah Code § 76-6-102 (2013)
Utah Code § 76-6-103 (1986)

g. Engaging in conduct that contains the elements of any felony.

h. Sexual Harassment.

i. Gang-related activity: A “gang” as defined in this policy means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or have engaged in a pattern of criminal gang activity. Gang-related activity includes but is not limited to:

i. Wearing, possessing, using or distributing, displaying or selling any clothing, jewelry, emblem, badge, symbol, sign or other things which evidence membership in a gang.

ii. Use of a name associated with or attributable to a gang;

iii. Designating "turf" or an area for gang activity or occupation.

Be aware that there are challenging constitutional issues related to policies dealing with gang-related attire as the policy impacts students’ First Amendment speech rights. A school should be able to document evidence of real and substantial problems caused by, or at least reasonably likely to be caused by, gang clothing. In designing a dress code, school authorities should focus on problems if they exist. A school may choose to develop a specific list of clothing and accessories that “evidence membership in a gang.” Such lists must be flexible to adapt to shifts in fashion styles. Students must be given ample notice of the list and any amendments. The policy should also include an appeals process that allows students to dispute that particular clothing deemed gang related is actually not gang regalia.

2. Conduct Which Requires Suspension or Expulsion

a. a. A student shall be suspended or expelled from school for participation in any serious violation affecting another student or a staff member, or any serious violation when it occurs in a school building, in or on school property; or in conjunction with any school sponsored activity including:

i. i. The sale, control, delivery, transfer or distribution of a drug or controlled substance, as defined in Utah Code § 58-37-2, an imitation controlled substance, as defined in Utah Code § 58-37b-2, or drug paraphernalia as defined in Utah Code § 58-37a-3 (See Policy FHAA);

ii. ii. Commission of an act involving the use of force or the threatened use of force which if committed by an adult would be a felony or class A misdemeanor.

Utah Code § 53G-8-205(2) (2019)
Utah Code § 76-5-102 (2015)
Utah Code § 76-5-102.3 (2017)

3. Conduct Which Requires 1-year Expulsion

   a. A student shall be expelled from school for not less than one year, subject to the 45-day review process for mandatory year expulsions set forth below, if the student participates in any serious violation affecting another student or a staff member, or any serious violation when it occurs in a school building, in or on school property; or in conjunction with any school sponsored activity including one of the following violations:

      i. possession, control or actual or threatened use of a real weapon, explosive, or flammable device or material;

      ii. the actual or threatened use of a look-alike or pretend weapon with intent to intimidate another person or to disrupt normal school activities.

Utah Code § 53G-8-205(2)(b) (2019)

4. Discipline Rules for Students With Disabilities

   a. Federal and state laws impose particular requirements regarding discipline of students identified as having a disability. Discipline of such students must comport with the requirements set forth below for students with disabilities.

5.0810.04 *REMEDIAL MEASURES AND DISCIPLINARY SANCTIONS*

Issue Date: 1/2/20
FH

Following a determination that a student has committed a violation, the student may be subject to one of the following remedial measures or disciplinary sanctions, as is determined to be appropriate for the violation or as is required by the terms of this policy or other District policies.

1. Remedial Measures

   a. Continued school attendance subject to the terms of a remedial discipline plan prepared to correct the violation. This remedial measure is available only where the violation is for willful disobedience, defiance of authority, or disruptive behavior when such conduct is not of such a violent or extreme nature that immediate removal from school is required.

   b. Continued school and class attendance accompanied by the student's parent or guardian for a designated period of time. This remedial measure is available only with the consent of the student's teacher or teachers and the agreement of the student's parent or guardian. The parent or guardian must agree to attend all of the student's classes for each day of the suspension. If the parent or guardian fails to attend class with the student, the student shall then be subject to suspension or other discipline in accordance with this policy.

   c. In-school suspension. Attendance in a designated in-school suspension program. Students shall be instructed in the essential elements of the courses in which they are enrolled at the time of removal.

d. Home-based instruction. Instruction at home, provided that combined days of suspension and assignment to home-based instruction shall not exceed ten (10) school days in a semester.

e. Voluntary transfer. Voluntary transfer to another school, campus, community-based alternative school or other special program within the district, subject to the admission criteria of such alternative programs.

f. Withholding grade reports, diplomas and transcripts. If a school determines that school or district property has been lost or willfully cut, defaced or otherwise damaged by a student, the school may withhold the issuance of an official written grade report, diploma, or transcript of the student responsible for the damage or loss until the student or student's parent has paid for the damages.

i. If the student and the student's parent are unable to pay for the damages or if it is determined by the school in consultation with the student's parent that the student's interests would not be served if the parent were to pay for the damages, then the school shall provide a program of work the student may complete in lieu of the payment. In that case, the school shall release the official grade report, diploma, or transcript of the student upon completion of the work.

ii. If the Department of Human Services or a licensed child-placing agency has been granted custody of the student, that student's records, if requested by the Department or agency, may not be withheld from the Department or agency for non-payment of damages under this section.

iii. No penalty may be assessed for damages which may be reasonably attributed to normal wear and tear.

Utah Code § 53G-8-212 (2019)

Disciplinary Sanctions

g. Detention. Students in grades kindergarten through six may be detained in school after regular school hours in the event the responsible school administrator determines that such action is justified in disciplining the student. No student may be detained after regular school hours until his or her parent has received prior notice of the detention to take place on a particular school day.

i. The notice provided for under this policy need not be completed prior to detention of the student if detention is necessary for the student's health or safety.

Utah Code § 53G-8-203(2) (2019)

h. Suspension.

i. Involuntary transfer. Involuntary transfer to another school, campus, community-based alternative school or other special program within the District.

j. Expulsion.

5.0810.05 *AUTHORITY TO IMPOSE DISCIPLINE*

Issue Date: 1/2/20
FH

The Board of Education hereby delegates to each school principal within the District the authority to suspend a student in the principal's school for up to ten (10) school days, in accordance with this policy.

The Board of Education hereby delegates to the superintendent the authority to suspend a student for up to one (1) school year.

The Board of Education has the authority to expel a student for a fixed or indefinite period.

Utah Code § 53G-8-206 (2019)

5.0810.06 *PROCEDURE FOR IMPOSING DISCIPLINE*

Issue Date: 1/2/20
FH

Remedial measures or disciplinary sanctions may be imposed on a student only after it has been determined, following appropriate due process, that the student has committed a violation. The nature of the due process required depends in part on the magnitude of the penalty to be imposed.

1. Short-term Suspension

    a. Informal due process hearing. A school principal may suspend a student for up to ten (10) school days for a violation. Prior to imposing such a suspension, the school principal shall meet with the student, if possible, to discuss the incident(s) and to provide the student an opportunity to respond. The principal shall then determine whether a violation has occurred and whether suspension or other discipline is appropriate. In appropriate cases, the principal shall consider and offer the student alternatives to suspension, including in-school suspension and parental attendance with the student (where appropriate consent from teachers is obtained).

    b. Short-term suspension pending due process hearing. If the school principal makes an initial determination that the violation warrants long-term suspension or expulsion, the school principal may recommend those sanctions and may impose a short-term suspension pending a hearing on whether those sanctions should be imposed.

    c. Departure from school grounds. A suspended student shall immediately leave the school building and grounds following a determination by the school of the best way to transfer custody of the student to the parent or other person authorized by the parent or applicable law to accept custody of the student.

Utah Code § 53G-8-206(5)(a) (2019)

    d. Notice of short-term suspension. If a short-term suspension is imposed, the principal or assistant principal shall immediately provide notice to the student's parent. Notice shall, if possible, be given by telephone. If reasonable efforts to contact the parent by telephone are unsuccessful, then written notice shall be sent to the parent. The notice, whether verbal or written, shall include the following:

        i. That the student has been suspended.

        ii. The grounds for the suspension.

        iii. The period of time for which the student is suspended.

        iv. The date, time and place for the parent and student to meet with the principal or assistant principal to review the suspension. This meeting shall be scheduled to occur

as soon as is practicable, but in all cases prior to the end of the tenth day of the suspension.

Goss v. Lopez, 410 U.S. 565 (1975)
Utah Code § 53G-8-206(4) (2019)

e. Notice of recommended expulsion or long-term suspension. If the principal or assistant principal has recommended that the superintendent expel the student or suspend the student for a period longer than ten days, that fact shall be included in the notice to the parent or guardian.

f. Meeting to review suspension. At this meeting, the principal or assistant principal shall review with the parent and student the charges and evidence against the student and shall provide the student and parent with an opportunity to respond. During this meeting, the principal or assistant principal may determine whether the suspension previously imposed should be maintained, whether to adopt an alternative remedial measure, or whether the suspension should be terminated. The principal or assistant principal should also discuss with the parent a plan to avoid recurrence of the problem.

Utah Code § 53G-8-206(5)(b), (c) (2019)

Long-term Suspension or Expulsion

g. Due process hearing. If the principal or assistant principal recommends long-term suspension or expulsion, he or she shall notify the superintendent of that recommendation. The superintendent shall then schedule a hearing to be held with the student's parent or guardian, the student, and the superintendent or the superintendent's designee. The hearing shall be scheduled to take place prior to the tenth day of the student's suspension where possible.

h. Notice of hearing. The superintendent shall provide written notice of the date, time and place of the hearing to the student and his or her parent or guardian so as to afford a reasonable opportunity for preparation. The notice shall include a statement of the charges against the student, that a recommendation has been made for suspension for more than 10 days or for expulsion and the period of time for which suspension or expulsion has been recommended. The statement of the charges against the student shall include the nature of the evidence and the names of any witnesses whose testimony may be used against the student unless confidentiality is required due to the necessity to protect student witnesses.

Wagner v. Ft. Wayne Community Schools, 255 F. Supp. 2d 915 (N.D. Ind. 2003)

i. Conduct of hearing. The superintendent or the superintendent's designee shall preside at and conduct the hearing at the appointed time and place. The district and the student may each be represented by a person of their choice. Each side may present testimony of witnesses or other evidence, may cross-examine witnesses and may make legal arguments relevant to the issues. However, the district may present hearsay evidence if confidentiality is required due to the necessity to protect witnesses.

Wagner v. Ft. Wayne Community Schools, 255 F. Supp. 2d 915 (N.D. Ind. 2003)

j. Decision. At the conclusion of the hearing, the superintendent or designee shall make a final determination of the matter and shall state his or her determination to those attending the hearing. The determination shall then be placed in writing and mailed to the student and his or her parent. Upon a finding that the student has engaged in conduct warranting discipline, the superintendent may determine what discipline or remedial measures are appropriate for the conduct. If the superintendent determines that the

appropriate sanction is expulsion, then that sanction must be authorized by the Board of Education as set out below. Apart from expulsion, the superintendent may impose any of the available remedial measures or sanctions as are found to be appropriate. In determining the appropriate sanction, the superintendent shall consider whether alternatives to suspension are appropriate or available.

Utah Code § 53G-8-206 (2019)
Utah Code § 53G-8-207 (2019)

k. Appeal. A student may appeal the determination of the superintendent to the Board of Education by filing a written notice of appeal with the superintendent within ten (10) days of the date the decision of the superintendent is mailed to the student. No further hearing will be held. The Board will review the evidence submitted to the superintendent and the written determination of the superintendent. The Board may affirm the superintendent's decision or modify the Superintendent's decision. The Board's written decision will be issued within thirty (30) days of receipt of the student's written notice of appeal.

l. Board evaluation of expulsion recommendation. If the superintendent recommends expulsion for an indefinite or definite period of time, then the superintendent will transmit that recommendation to the Board of Education along with the record of evidence submitted to the superintendent. The Board may review the recommendation based on this record or may at its sole discretion accept further evidence. Following its review, the Board may accept, modify, or reject the recommendation, or impose other disciplinary sanctions. This decision is final.

Utah Code § 53G-8-206(3) (2019)

m. 45-day review of mandatory one-year expulsions. Where a student has been expelled for one year because of a violation involving a weapon, explosive, or flammable material, a hearing shall be held within 45 days of the imposition of the expulsion. This hearing shall be held before the superintendent or the superintendent's designee and shall be attended by the student and a parent of the student. At this hearing, the superintendent shall determine

   i. what conditions must be met by the student and the student’s parent for the student to return to school;

   ii. whether the student should be placed on probation in a regular or alternative school setting, and if so what conditions must be met by the student to assure the safety of students and staff at the school the student is placed in; and

   iii. if it would be in the best interest of both the school district and the student to modify the expulsion term to less than a year, giving highest priority to providing a safe school environment for all students.

   iv. If the superintendent or his or her designee determines that the student should return to school prior to the expiration of the one-year expulsion term conditioned on compliance with the conditions established by the superintendent, then the superintendent shall submit that recommendation to the Board of Education. If the Board of Education approves the return, the student may return to school pursuant to the conditions established.

Utah Code § 53G-8-205(2)(b) (2019)

n. A student may be denied admission to a public school on the basis of having been expelled from that or any other school during the preceding 12 months.

Utah Code § 53G-8-205(3) (2019)

5.0810.07 *EVIDENCE IN STUDENT HEARINGS*

Issue Date: 1/2/20
FH

All student disciplinary hearings shall be conducted by the Board or its designee in an executive session. All evidence presented in such hearings shall constitute student educational records and shall be treated as "confidential". The District hereby designates all student records as "protected" under the Government Records Access Management Act. The names of students giving statements used in a student hearing involving other students may be protected and redacted where necessary to protect the students from threats of harm or interference with the educational process.

5.0810.08 *NOTIFICATION OF WEAPONS ON SCHOOL PROPERTY*

Issue Date: 1/2/20
FH

Whenever a student is found on school property during school hours or a school sponsored activity in possession of a dangerous weapon and that information is reported to or known by the principal, the principal shall notify appropriate law enforcement personnel as well as school and district personnel who, in the good faith opinion of the principal should be informed.

Utah Code § 53G-8-510 (2018)

5.0810.09 *EDUCATION OF STUDENTS SUBJECT TO DISCIPLINE*

Issue Date: 1/2/20
FH

The educational services that will be provided to students subject to discipline will depend upon the nature of the discipline.

1. Students subject to remedial measures. Students subject to remedial measures such as a remedial discipline plan, class attendance with a parent, or in-school suspension will continue to receive educational services from the district according to the remedial measure. A student transferred to another school or program within the district will receive educational services through that school or program.

2. Parental responsibility for education. When a student is expelled or is suspended for more than 10 days, it is the responsibility of the parent's student to undertake an alternative education plan which will ensure that the student's education continues during the period of the suspension or expulsion. The parent shall work with designated school officials to determine how that responsibility might best be met through private education, alternative programs offered by the district, or other alternatives which will reasonably meet the student's educational needs. Costs for educational services not provided by the district are the responsibility of the student's parent.

Utah Code § 53G-8-208 (2019)

3. Review of student progress. The district shall contact the parent of each suspended or expelled student under the age of 16 at least once per month to determine the student's progress.

Utah Code § 53G-8-208(4)(b) (2019)

4. Record of disciplined students. The district shall maintain a record of all suspended or expelled students and a notation of the recorded suspension or expulsion shall be attached to the student's transcript.

Utah Code § 53G-8-208(4)(a) (2019)

5.0810.10 *READMISSION OF SUSPENDED OR EXPELLED STUDENTS*

Issue Date: 1/2/20
FH

1. Suspended students. A suspended student may not be readmitted to a public school until the student and the student's parent or guardian have met with a designated school official to review the suspension and have agreed with the school official upon a plan to avoid recurrence of the violation resulting in suspension. At the discretion of the principal, the student may be readmitted if the student and the student's parent or guardian have agreed to participate in such a meeting. However, a suspension may not extend beyond ten (10) days unless the student and the student's parent or guardian have been given a reasonable opportunity to meet with a designated school official to respond to the allegations and proposed disciplinary action.

2. Expelled students. The superintendent or his or her designee shall review the expulsion sanction of each expelled student at least once per year and shall report the conclusions of such review to the Board of Education. The superintendent or his or her designee may make recommendations regarding whether such sanction should be modified or removed, and what conditions, if any, should be imposed on the student's readmission. If the Board has expelled a student for a set period of time and has not otherwise specified, at the expiration of that expulsion term a student may enroll at his or her area school on the same terms as a new student.

5.0810.11 *INFORMATION REGARDING SAFEUT CRISIS LINE*

Issue Date: 1/2/20
FH

The SafeUT Crisis line established by the State through the University Neuropsychiatric Institute provides crisis intervention, including suicide prevention, to individuals experiencing emotional distress or psychiatric crisis. It also provides means for an individual to anonymously report (1) unsafe, violent, or criminal activities, or the threat of such activities at or near a public school, (2) incidents of bullying, cyberbullying, harassment, or hazing, and (3) incidents of physical or sexual abuse committed by a school employee or school volunteer. The Board shall inform students, parents, and school personnel about the SafeUT Crisis Line.

Utah Code § 53B-17-1202(1) (2019)
Utah Code § 53B-17-1204(4) (2019)

5.0810.12 *RESPONSE TO SAFEUT CRISIS LINE REPORTS*

Issue Date: 1/2/20
FH

The District shall respond to reports received through the SafeUT Crisis Line in accordance with models developed by the State Board of Education.

Utah Code § 53G-8-203(1)(i) (2019)

5.0811 SAFE SCHOOLS: ALCOHOL AND DRUGS

5.0811.01 *ALCOHOL*

Issue Date: 1/2/20
FH

A person may not possess or drink an alcoholic beverage inside or on the grounds of any building operated by a part of the District or in those portions of any building, park, or stadium that is being used for an activity sponsored by or through the District or any part thereof. Violation of this provision is a misdemeanor.

Utah Code § 53G-8-602 (2018)

5.0811.02 *STUDENT OFFENSES*

Issue Date: 1/2/20
FH

No student shall distribute, dispense, possess, use or be under the influence of any alcoholic beverage, malt beverage or fortified wine or other intoxicating liquor or unlawfully manufacture, distribute, dispense, possess or use or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid or any other controlled substance, as defined in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation at 21 CFR § 1300.1 et seq., before, during or after school hours at school or in any other school district location as defined below.

5.0811.03 *SCHOOL DISTRICT LOCATION DEFINED*

Issue Date: 1/2/20
FH

"School district location" means in any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district.

5.0811.04 *GUIDELINES*

Issue Date: 1/2/20
FH

Compliance with this policy should be mandatory. A student who violates the terms of this policy may be suspended or expelled from school, at the discretion of the Board. Each student found in violation of this policy shall be provided with information about drug and alcohol counseling, rehabilitation, and re-entry programs available to students through the school district or otherwise. Violations of the policy on drugs and alcohol may be reported to an appropriate law enforcement agency if permitted under Utah Code § 53G-8-211.

1. Violations—Use or Possession

    a. First Violation:

i. Students violating the Drugs and Alcohol Policy for the first time will automatically be placed in an alternative education program at home for a minimum of ten (10) days. Students who are participants of teams, choirs, clubs, etc., or elected officers will give up their involvement in that extracurricular activity for the duration of the ten (10) days. They will not be allowed to attend such activities, even as a spectator. Students and their parents will have an opportunity to fulfill the ten (10) day obligation in two ways:

ii. The student will be placed in an alternative educational program based at home for the designated ten (10) school days. Parents will be required to coordinate homework assignments with a designated school representative.

iii. In lieu of the ten (10) day home-based alternative educational program, the student and his/her parents will enroll in an Early Intervention Drugs and Alcohol Class. The student will be able to return to regular classes the day following the first session of the class. Parents will be required to coordinate homework assignments with a designated school representative during the intervening time.

b. Second Violation:

i. If there is a second violation of the Drugs and Alcohol Policy, the student will be placed on a home-based alternative educational program for a period of nine (9) weeks. A certificated teacher will be sent to the home for two hours once a week for the nine-week period to aid the student with his/her learning.

ii. Any student who has a second violation of the Drugs and Alcohol Policy must submit to a written assessment for potential chemical dependence. This assessment will be conducted by a District team composed of the local school guidance specialist and a school district psychologist. Any assessment done by anyone other than this team would be at the option and expense of the parent(s). Before the student is readmitted to school, the assessment results will be presented to the parent(s) and will be forwarded to Juvenile Court if permitted under Utah Code § 53G-8-211.

c. c. Third Violation:

i. If any student is involved in a third violation of the Drugs and Alcohol Policy, the student will automatically be placed in a home-based alternative education program for the remainder of the school year.

Violations—Selling or Distributing

d. First Offense:

i. Because of the seriousness of the offense, a student selling and/or delivering alcohol or other illegal substances shall be automatically placed in a home-based alternative educational program for a period of nine (9) weeks.

ii. Before the student is re-admitted to school, he/she must submit to a written assessment for potential chemical dependence. This assessment will be conducted by a District team composed of the local school guidance specialist and a school district psychologist. Any assessment done by anyone other than this team would be at the option and expense of the parent(s). The assessment results will be presented to the parent(s) and will be forwarded to Juvenile Court if permitted under Utah Code § 53G-8-211.

e. b. Second Offense:

i. Any second offense for selling and/or delivering alcohol or other illegal substance will automatically place a student in a home-based alternative educational program for the remainder of the school year.

Alternative Education

f. Students who violate the Drug and Alcohol Policy will be placed in alternative education programs as outlined under items 1 and 2. If the designated number of days or weeks of alternative education cannot be completed by the end of the school year, the alternative education program is to be completed at the beginning of the next school year.

Repeat Offenders

g. Records will be maintained on all violations of the Drug and Alcohol policy. A student with more than one violation on record will be considered a repeat offender whether the first offense was committed in the current school year or in any prior school year.

Removal from Campus

h. During the time a student is on the home-based alternative educational program, he/she is not to be on campus or be a spectator or participant or attend any extra-curricular activity sponsored by the school. If a senior student is placed on the home-based alternative educational program for violation of the Drugs and Alcohol Policy and that placement coincides with the end of school, he/she will not be allowed to participate in graduation exercises. The diploma will be awarded upon completion of the home-based alternative educational program and all other graduation requirements.

Students in Elected Positions

i. Students in elected leadership positions or representing the school through current extracurricular activities who violate this policy are subject to its guidelines regardless of the time or location of the violation. Students found in violation of this policy will also be subject to the due process under the school district's policy.

Disclosure

j. Utah state law requires teachers and school personnel to disclose information of suspected chemical and alcohol abuse to the parent. Personnel will complete the Suspected Abuse Report form and submit it to the appropriate school administrator for referral to the parent.

Utah Code § 53G-8-502 (2018)
Utah Code § 53G-8-503 (2019)

k. The purpose of disclosure will be to make parents aware of potential problems and dangers associated with substance abuse.

l. The disclosure will review student behavior or situations causing concern: attendance, discipline, behavior, grades, physical symptoms, and other problems that affect school performance.

m. Disclosure will allow parents to seek help for further evaluation of the child from outside agencies.

n. Parents will be provided with information regarding agencies providing service to adolescents: assessment counseling and treatment.

o. In complying with Utah state law for disclosure, the school district meets this obligation to parents. The school system will not be held responsible for any financial action resulting from disclosure (assessment, treatment, or counseling). Payment for services or materials provided by chemical abuse professionals who are not school employees will be the responsibility of the parents.

Treatment

p. In order to support the family and student when treatment is sought, the District will provide elective credit for education received during the treatment process. The treatment program must meet Utah State Division of Alcoholism and drug license qualifications.

q. Inpatient/Day Treatment—A student may earn a maximum of one health credit for inpatient treatment under the following guidelines:

   i. Successful completion of the treatment credit will be awarded on the same basis as academic credit (90 hrs. equals 1/2 credit).

   ii. A maximum of five and one-half (5 ½) hours per day may be counted.

r. Aftercare—After completion of the treatment program, a student may earn one elective health credit for participation in an approved aftercare program. The following condition must be met:

   i. A maximum of one credit hour may be earned. This credit will be recorded as one elective health credit.

   ii. Credit will be awarded on the same hourly basis as academic credit. (90 hours equals ½ credit).

   iii. Students must submit a schedule of aftercare programs and verification of regular attendance.

5.0811.05 *NOTICE*

Issue Date: 1/2/20
FH

The following notice shall be provided to all students of the District:

YOU ARE HEREBY NOTIFIED that use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful and that it is a violation of the policy of this school district for any student to distribute, dispense, possess, use, or be under the influence of any alcoholic beverage, malt beverage or fortified wine or other intoxicating liquor or unlawfully manufacture, distribute, dispense, possess or use or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid or any other controlled substance as defined in Schedules I through V of Section 202 of Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation at 21 C.F.R. 1308.11 through 1308.15, before, during or after school hours, at school or in any other school district location as defined below.

"School district location" means in any school building and on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or other school activities; off-school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, or during any period of time when the student is under the supervision of school district personnel or otherwise engaged in a school district activity.

Any student who violates the terms of the school district's Drug and Alcohol Policy is subject to the discipline outlined in the school district's policies including all disciplinary sanctions consistent with local, state and federal law, up to and including expulsion and referral for prosecution and/or completion of an appropriate rehabilitation program.

YOU ARE FURTHER NOTIFIED that compliance with this policy is mandatory.

Section 5145 of the Drug Free Schools and Community Act (Public Law 101-226).

5.0812 SAFE SCHOOLS: SEXUAL HARASSMENT

5.0812.01 *BOARD POLICY*

Issue Date: 1/2/20
FH

It is the policy of the Board of Education of the Duchesne County School District to provide an educational environment free from sexual harassment and discrimination on the basis of sex. It shall be a violation of this policy for any student to sexually harass any other student. The District encourages all victims of sexual harassment and persons with knowledge of sexual harassment to make a written report of any harassment immediately. All complainants have the right to be free from retaliation of any kind. The District will promptly investigate all formal, informal, verbal, and written complaints of sexual harassment, and take prompt corrective action to end the harassment.

5.0812.02 *NO PRIVATE RIGHTS*

Issue Date: 1/2/20
FH

Nothing in this policy shall be construed to give any right, claim or action beyond the specific process provided in this policy.

5.0812.03 *DEFINITIONS*

Issue Date: 1/2/20
FH

1. "Sexual Harassment" means unwelcome sexual advances, requests for sexual favors, other physical or verbal conduct or communications of a sexual nature, and any other gender-based harassment, when:

    a. Submission to or rejection of the conduct affects the student’s academic performance, participation in school-sponsored activities, or any other aspect of the student's education; or

    b. The conduct has the purpose or effect of unreasonably interfering with a student’s academic performance or participation in school-sponsored activities, or creating an intimidating, hostile or offensive education environment.

2. Complaints received will be thoroughly investigated to determine whether the totality of the behavior and circumstances meet any of the elements of the definitions and should be treated as sexual harassment. Unacceptable conduct may or may not constitute sexual harassment.

Normally, unacceptable behavior must be severe or pervasive to be considered sexual harassment.

3. School related conduct that the District considers unacceptable and often a part of sexual harassment includes, but is not limited to, the following:

    a. Rape, attempted rape, sexual assault, attempted sexual assault, forcible sexual abuse, hazing, and other sexual and gender-based activity of a criminal nature as defined under the Utah Criminal Code.

    b. Sexual invitations or requests for sexual activity in exchange for grades, preferences, favors, selection for extracurricular activities, homework, etc.;

    c. Offensive public sexual display of affection, including groping, fondling, petting or inappropriate touching of oneself or others;

    d. Any offensive communication that is sexually degrading or implies sexual motives or intentions, such as sexual remarks or innuendoes about an individual's clothing, appearance or activities; sexual gestures; public conversations about sexual activities or exploits; sexual rumors and "ratings list," howling, catcalls, and whistles; sexually graphic computer messages or games, etc.;

    e. Offensive name calling or profanity that is sexually suggestive, sexually degrading, implies sexual intentions;

    f. Unwelcome physical contact or closeness that is sexually suggestive, sexually degrading, or sexually intimidating such as the unwelcome touching of another's body parts, spanking, pinching, stalking, frontal-body hugs, etc.;

    g. Offensive physical pranks or touching of an individual’s clothing, such as hazing and initiation, "streaking," "mooning," "snuggies," or "wedgies," bra-snapping, skirt "flip-ups," "spiking" (pulling down someone's pants or swimming suit); pinching; placing hands inside an individual's pants, shirt, blouse, or dress, etc.;

    h. Gestures that are sexually suggestive, sexually degrading or imply sexual motives or intentions;

    i. Clothing with sexually obscene or sexually explicit slogans or messages;

    j. Written or pictorial display or distribution of pornographic or other sexually explicit materials such as magazines, videos, films, etc.

5.0812.04 *SUPPORT OF STUDENTS SUBJECT TO SEXUAL HARASSMENT*

Issue Date: 1/2/20
FH

When it is determined that a student has been subject to sexual harassment, consideration should be given to what support, counseling, or other assistance the student may need to prevent such mistreatment from adversely affecting the student’s ability to learn and function in the school setting.

5.0812.05 *PROTECTION FROM REPRISALS*

Issue Date: 1/2/20
FH

Students filing complaints shall be free from bias, collusion, intimidation, or reprisal.

Students subjected to sexual harassment are first encouraged to confront the harasser and tell the harasser to stop the conduct because it is unwelcome. Complainants should document the incident(s) of harassment, and any conversations they have with the harasser, noting such information as time, date, place, what was said or done, and other relevant circumstances surrounding the event(s).

If the complainant's concerns are not resolved satisfactorily through a discussion with the harasser, or if the complainant feels he/she cannot discuss the concerns with the harasser, the complainant should directly inform school staff of the complaint and should clearly indicate what action he/she wants taken to resolve the complaint. Whenever reasonable, the complainant should file a written complaint.

Any school employee who receives a complaint of sexual harassment from a student shall inform the student of the employee's obligation to report the complaint to the principal, and then shall immediately notify the principal.

Complainants who contact school staff with a complaint are encouraged to submit the complaint in writing. However, complaints may be filed verbally. Alternate methods of filing complaints shall be made available to individuals with disabilities who need accommodation.

5.0812.06 *CONFIDENTIALITY*

Issue Date: 1/2/20
FH

It is District policy to respect the privacy and anonymity of all parties and witnesses to complaints brought under this policy. However, because an individual's right to confidentiality must be balanced with the District's obligations to cooperate with police investigations or legal proceedings, or to investigate and take necessary action to resolve a compliant, the District retains the right to disclose the identity of parties and witnesses to complaints in appropriate circumstances.

Where a complaint involves allegations of child abuse, the complaint shall be immediately reported to appropriate law enforcement authorities and the anonymity of both the complainant and school officials involved in the investigation will be strictly protected as required by Utah Code § 62A-4a-412.

1. Initial Investigative Procedures.

    a. The school administrator has the responsibility to conduct a preliminary review when he/she receives a verbal or written complaint of sexual harassment, or if he/she observes sexual harassment. The site administrator should take the following steps:

        i. Interview the complainant and document the conversation. Instruct the complainant to have no contact or communication regarding the complaint with the alleged harasser. Ask the complainant specifically what action he/she wants taken in order to resolve the complaint. Notify the complainant of his/her right to have someone of the same gender conduct or be present during the investigation. The Complainant should be urged to make a written statement where feasible under the circumstances.

        ii. Interview the alleged harasser regarding the complaint and inform the alleged harasser that if the objectionable conduct has occurred, it must cease immediately. Document the conversation.

iii. Instruct the alleged harasser to have no contact or communication regarding the complaint with the complainant and to not take any retaliatory action against the complainant.

iv. If the alleged harasser admits all or part of the allegations, issue a written warning/reprimand to the harasser and place a copy in the student's cumulative education record/file. If the harasser is an employee, submit a copy of the written warning/ reprimand to the District Human Resources Department for inclusion in the harasser's personnel file. In certain cases expulsion may be warranted for a first offense if the conduct is egregious. Repeated offenses may warrant suspension and expulsion. In addition, promptly contact the Human Resources Department, Area Director, or Title IX Coordinator in situations involving repeated violations or severe infractions such as criminal touching, quid pro quo (e.g., offering educational rewards or punishments as an inducement for sexual favors), or acts which shock the conscience of a reasonable person.

v. If the alleged harasser denies the allegations, promptly conduct a further investigation including interviewing witnesses, if any.

vi. Submit a copy of all investigation and interview documentation to the District Compliance Officer/Title IX Coordinator, and to the Human Resources Department if the complaint involves a School District employee.

vii. Report back to the complainant, notifying him/her in person and in writing regarding the action taken to resolve the complaint. Instruct the complainant to report immediately if the objectionable behavior occurs again or if the alleged harasser retaliates against him/her.

viii. Notify the complainant that if he/she desires further investigation and action, the complaint will be forwarded for a District level investigation.

5.0812.07 *PRINCIPAL'S RECOMMENDATION*

Issue Date: 1/2/20
FH

The principal must consider the severity or pervasiveness of the conduct and exercise discretion in determining whether a District level investigation is necessary regardless of the complainant's desires. If a blatant violation occurs involving criminal touching, quid pro quo (e.g., offering an academic reward or punishment as an inducement for sexual favors), or acts which shock the conscience of a reasonable person, the complaint should be referred promptly to the appropriate Area Director, Assistant Superintendent, Superintendent, Human Resources Director, or Compliance Officer/Title IX Coordinator. In addition, where the principal has reasonable suspicion that the alleged harassment involves criminal activity, he/she should immediately contact appropriate law enforcement authorities.

Whenever a sexual harassment complaint is made, the principal must take action to investigate the complaint or to refer the complaint for investigation even if the student does not request any action or withdraws the complaint.

Investigations should commence as soon as possible.

If the initial investigation results in a determination that sexual harassment did occur, and the harasser repeats the wrongful behavior or retaliates against the complainant, the principal will take prompt disciplinary action and will notify the District Compliance Officer/Title IX Coordinator.

5.0812.08 *DISTRICT LEVEL INVESTIGATION*

Issue Date: 1/2/20
FH

Complainants who are not satisfied with the outcome of the initial investigation may request a District level investigation by submitting the written complaint to the appropriate Compliance Officer/Title IX Coordinator.

The District level investigation should commence as soon as possible.

In conducting the District level investigation, the District may choose to use an investigative team that has received training in sexual harassment investigation or that has previous experience investigating sexual harassment complaints.

If this investigation results in a determination that sexual harassment did occur, prompt corrective action may be taken including suspension, expulsion, change of placement, or loss of extracurricular activities.

Following the District investigation and determination, the District will notify the complainant in writing of the action taken.

The District level review exhausts all process and remedies provided under this policy.

5.0812.09 *RETALIATION PROHIBITED*

Issue Date: 1/2/20
FH

Any act of reprisal against any person who opposes sexually harassing behavior, or who has filed a complaint, is prohibited and therefore subject to disciplinary action. Likewise, reprisal against any person who has testified, assisted, or participated in any manner in an investigation, proceeding, or hearing of a sexual harassment complaint is prohibited and therefore subject to disciplinary action.

5.0812.10 *DISCIPLINE*

Issue Date: 1/2/20
FH

Any individual who violates this policy will be subject to appropriate disciplinary action under applicable school discipline policies, District Human Resource policies, and the District Safe Schools Policy.

Depending on the severity or persistence of the harassment, an individual who violates this policy may be subject to suspension, exclusion, probation, termination, or alternate placement. In addition, students who violate this policy may lose the privilege of participating in extracurricular activities.

If school administrators have reasonable suspicion that the harassment involves sexual assault, rape, or any other activity of a criminal nature, the District shall notify appropriate law enforcement authorities and immediately initiate proceedings to remove the accused party from the situation.

If the accused is a student with a disability whose education involves services under the Individuals with Disabilities Education Act (IDEA) or accommodations under Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, no disciplinary action, change of

placement, or other steps shall be taken without convening a multi-disciplinary team to determine the extent to which the harassing behavior is a manifestation of the student's disability.

5.0812.11 *FALSE COMPLAINTS*

Issue Date: 1/2/20
FH

False, malicious or frivolous complaints of sexual harassment shall result in corrective or disciplinary action taken against the complainant.

5.0812.12 *RECORDS*

Issue Date: 1/2/20
FH

Separate confidential records of all sexual harassment complaints and initial investigations shall be maintained in the principal's office. Records of district level investigations shall be maintained in the office of the Compliance Officer/Title IX Coordinator, as follows:

1. Records of initial complaints and investigations shall be retained for at least one (1) year.

2. Records of district level investigations shall be retained for at least three (3) years.

3. Records of complaints and investigations of blatant violations involving criminal touching, quid pro quo, other criminal acts, or acts which shock the conscience of a reasonable person shall be retained permanently.

5.0812.13 *DISSEMINATION OF POLICY*

Issue Date: 1/2/20
FH

A summary of this policy and related materials shall be posted in a prominent place in each District facility. The policy shall also be published in student registration materials, student and employee handbooks, and other appropriate school publications as directed by the District Compliance officer/Title IX Coordinator.

5.0813 SAFE SCHOOLS: DISCIPLINE OF STUDENTS WITH DISABILITIES

5.0813.01 *DISCIPLINE PROCEDURES FOR STUDENTS WITH A DISABILITY*

Issue Date: 1/2/20
FH

Federal and state laws restrict disciplining a student for conduct which is a manifestation of a disability. Therefore, where a student who has been identified as eligible for special education services engages in conduct which is a violation of school rules or is conduct subject to discipline under this general policy, additional procedures may apply. If the student has not previously been identified as eligible for special education, but asserts that he or she should receive the procedural protections, application of the procedural protections will depend on the criteria set forth below.

5.0813.02 *CHANGE OF PLACEMENT FOR DISCIPLINARY REASONS*

Issue Date: 1/2/20
FH

For purposes of removals of a student with a disability from the student's current educational placement, a change of placement occurs if:

1. The removal is for more than ten (10) consecutive school days.

2. The student is subjected to a series of removals that constitute a pattern because they cumulate to more than ten (10) school days in a school year, and because of a such as the length of each removal, the total amount of time each student is removed, and the proximity of the removals to one another.

5.0813.03 *REMOVALS*

Issue Date: 1/2/20
FH

1. Ten (10) School Days or Less

    a. Short-term suspension

        i. To the extent removal would be applied to students without disabilities, a principal may remove a student with a disability who violates the code of student conduct found in Policy FHA from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than ten (10) school days without implicating any of the additional IDEA safeguards.

State Office Special Education Rules
34 CFR § 300.530
20 U.S.C. § 1415(k)(1)(B)

Change in Placement: Removals for More than Ten(10) School Days

    b. Long-term suspension or expulsion.

        i. Any suspension of a student with a disability for more than ten (10) days constitutes a change in placement, as does a change in the student's educational program (classroom assignment) for disciplinary reasons. Prior to a change in placement, parents of the student must be notified of the proposed change and provided the procedural safeguards notice described in the state's Special Education Rules, and the student's IEP team and other qualified personnel must conduct a manifestation determination review of the relationship between the student's disability and the behavior subject to the disciplinary action. The manifestation determination review must take place immediately, if possible, but in no case later than ten (10) school days after the date on which the decision to take action was made.

34 CFR § 300.530

5.0813.04 *MANIFESTATION DETERMINATION*

Issue Date: 1/2/20
FH

Within ten (10) days of any decision to change the placement of the student with a disability because of a violation of the code of student conduct, the school, the parent or guardian, and relevant members of the IEP Team (as determined by the parent/guardian and school) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided to the parents to determine:

1. If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or

If the conduct in question was the direct result of the school's failure to implement the IEP.

If the school, the parent or guardian, and relevant members of the IEP Team determine that either section one (1) or (2) above is applicable to the student, the conduct shall be determined to be a manifestation of the student's disability.

1. If the IEP Team determines that the student's disruptive behavior is a manifestation of the disability or the result of inappropriate placement, the student may not be disciplined for the conduct. If the student's behavior indicates an inappropriate placement, the IEP Team shall review the placement and recommend alternatives. If the IEP Team determines that the behavior was a manifestation of the disability, it shall either rewrite the IEP to address the student's behavioral and educational needs or, when appropriate, consider the extension of an emergency removal.

If the IEP Team determines that the conduct is not a manifestation of the disability or a result of inappropriate placement, then the student may be disciplined under the same standards as are applied to non-disabled students. Provided, however, that if the student is suspended for more than 10 days in a given school year, the District still must provide services to the disabled student to the extent necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP. The IEP Team shall determine the instructional and related services to be provided during the time of suspension. The student's IEP shall include goals and objectives designed to assist in returning the student to school and preventing significant regression.

If the student's parent or guardian disagrees with the IEP Team's manifestation determination, or regarding decisions for the student's placement, the parents may request a due process hearing pursuant to the policies governing students with disabilities.

34 CFR § 300.121(d)
34 CFR § 300.530

5.0813.05 *STUDENTS NOT IDENTIFIED AS ELIGIBLE FOR SPECIAL EDUCATION*

Issue Date: 1/2/20
FH

If a student who has not been previously identified as eligible for special education services, or the student's parents, assert that the student is entitled to the special discipline procedures applicable to students with disabilities, then those procedures shall apply to the student if any of the following conditions are satisfied, subject to paragraph 5 below:

1. The student's parent or guardian has previously expressed in writing to the District that the student needs special education services.

2. The student's previous behavior or performance demonstrates the need for special education services.

3. The student's parent or guardian has previously requested that the student be evaluated for eligibility for special education services.

4. The student's teacher or other school personnel have previously expressed concern about the student's behavior or performance to the special education director of the school.

5. If, prior to the conduct for which discipline is contemplated, the District, either in response to information from any of the sources listed in paragraphs 1-4 above, either (a) evaluated the student and determined that the student was not a child with a disability or (b) determined that an evaluation was not necessary, and provided notice to the parent or guardian of the determination, then the special discipline procedures for students with disabilities shall not apply to the student, and the student shall be disciplined in accordance with the procedures for non-disabled students.

If, during the period of time in which a student is subject to disciplinary sanctions, the student's parent or guardian requests that the student be evaluated for eligibility for special education services, an evaluation shall be conducted on an expedited basis. Until the evaluation is complete, the student's educational placement shall remain the same (if the child has been suspended or expelled, for example, the suspension or expulsion shall remain in effect).

34 CFR § 300.534

5.0813.06 *REMOVAL OF DISABLED STUDENTS FOR WEAPON OR RISK OF IMMEDIATE HARM*

Issue Date: 1/2/20
FH

Removal for Bringing Weapon to School

If a disabled student brings a weapon to school and that action was a manifestation of the student's disability, then that student must be placed in an interim alternative educational setting for a period to be determined but not to exceed 45 days.

1. The appropriate interim alternative educational setting shall be determined by the IEP Team.

2. If the student's parent or guardian requests a due process hearing, the student shall remain in the alternative educational setting during the pendency of any due process proceedings unless the parents and the special educational coordinator agree otherwise.

3. The IEP Team must convene prior to the end of the period of removal to the alternative educational setting to determine the least restrictive environment in which the student may be placed when the period of removal is concluded.

34 CFR § 300.530(g)
18 U.S.C. § 930(g)(2)

Removal for Immediate Risk of Harm

The educational placement of a student with a disability may be changed to an appropriate interim alternative placement for a period of time up to 45 days following an expedited due process hearing by a due process hearing officer if the hearing officer:

1. Determines that the District has shown by substantial evidence that maintaining the student's current placement is substantially likely to result in injury to the student or to others;

2. Considers the appropriateness of the student's current placement;

3. Considers whether the District has made reasonable efforts to minimize the risk of harm in the student's current placement, including by use of supplementary aids and services;

4. Determines that the proposed interim alternative educational placement is proposed by school personnel who have consulted with the student's special education teacher; and

5. Determines that the placement is selected to enable the student to progress in the general curriculum and to progress toward the goals in the IEP, and includes services and modifications designed to prevent recurrence of the behavior prompting the change in placement.

For purposes of this interim alternative placement hearing, "substantial evidence" means "beyond a preponderance of evidence."

5.0814 SAFE SCHOOLS: DISRUPTIVE STUDENT BEHAVIOR

5.0814.01 DISRUPTIVE STUDENT BEHAVIOR

Issue Date: 1/2/20
FH

It is a violation of District policy for a student to engage in disruptive student behavior. Disruptive student behavior includes:

1. Frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including the use of foul, profane, vulgar, or abusive language;

2. Willful destruction or defacing of school property;

3. Behavior or threatened behavior which poses an immediate and significant threat to the welfare, safety, or morals of other students or school personnel or to the operation of the school;

4. Possession, control, or use of an electronic cigarette as defined by Utah Code § 76-10-101, tobacco or an alcoholic beverage contrary to law;

5. The commission of an act involving the use of force or the threatened use of force which if committed by an adult would be a felony or class A misdemeanor.

6. Behavior listed below which threatens harm or does harm to the school or school property, or to a person associated with the school, or property associated with that person, regardless of where it occurs; as well as violation listed below that affect another student or staff member, or any serious violation occurring in a school building, in or on school property, or in conjunction with any school activity, including:

    a. the possession, control, or actual or threatened use of a real weapon, explosive, or noxious or flammable material;

    b. the actual or threatened use of a look-alike weapon with intent to intimidate another person or to disrupt normal school activities; or

    c. the sale, control, or distribution of a drug or controlled substance as defined in Utah Code § 58-37-2, an imitation controlled substance defined in Utah Code § 58-37b-2, or drug paraphernalia as defined in Utah Code § 58-37a-3.

7. Hazing, demeaning, or assaultive behavior, whether consensual or not, including behavior involving physical violence, restraint, improper touching, or inappropriate exposure of body

parts not normally exposed in public settings, forced ingestion of any substance, or any act which would constitute a crime against a person or public order under Utah law.

Utah Code § 53G-8-210 (2019)
Utah Code § 53G-8-209 (2019)

5.0814.02 *NOTICE OF DISRUPTIVE STUDENT BEHAVIOR*

Issue Date: 1/2/20
FH

A school principal or the principal's designee shall issue a Notice of Disruptive Student Behavior to a student, nine years of age or older, who:

1. Engages in disruptive student behavior, which does not result in suspension or expulsion, three times during the school year; or

2. Engages in disruptive student behavior, which results in suspension or expulsion, once during the school year.

The Notice of Disruptive Student Behavior shall:

1. Include a list of available resources, including a school counselor or other school representative designated to work with the student, to assist the parent in resolving the student's disruptive behavior problem before the student becomes subject to the jurisdiction of the juvenile court as discussed below;

Require the student and a parent of the student to meet with school authorities to discuss the student's disruptive behavior and cooperate in correcting the disruptive student behavior;

Outline the procedure the parent can follow to contest the notice of disruptive student behavior; and

Shall be mailed by certified mail to, or served on, the parent of the student.

Utah Code § 53G-8-210 (2019)
Utah Admin. Rules R277-609-10 (May 8, 2018)

A copy of the Notice of Disruptive Student Behavior and any related documentation shall be retained by the school as documentation regarding the notice.

5.0814.03 *HABITUAL DISRUPTIVE STUDENT BEHAVIOR NOTICE*

Issue Date: 1/2/20
FH

A habitual disruptive student behavior notice may only be issued by the school principal, a designee of the school principal, or a truancy specialist, to a student, nine years or age or older, who:

1. Engages in disruptive student behavior, that does not result in suspension or expulsion, at least six times during the school year;

Engages in disruptive student behavior, that (A) does not result in suspension or expulsion, at least three times during the school year; and (B) that results in suspension or expulsion, at least once during the school year; or

Engages in disruptive student behavior that results in suspension or expulsion at least twice during the school year.

Within five days after the day on which a habitual disruptive student behavior notice is issued, a representative of the school district shall provide documentation, to a parent of the student who receives the notice, of the efforts to attempt to resolve the minor's disruptive student behavior problems made by the designated school counselor or representative identified in the notice of disruptive student behavior.

Utah Code § 53G-8-210 (2019)

5.0815 EMERGENCY SAFETY INTERVENTIONS

Issue Date: 1/2/20
Updated: 12/4/25
FHAF

This policy governs the use of emergency safety interventions, which are used to address situations where a student presents an immediate danger (to self or others).

5.0815.01 *DEFINITIONS*

Issue Date: 1/2/20
Updated: 12/4/25

"Emergency Safety Intervention," or "ESI," means the use of seclusion or physical restraint when a student presents an immediate danger to self or others.

"Seclusion" means seclusionary time out, meaning the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving, including:

1. Placing the student in a locked room; or

2. Placing the student in a room where the door is blocked by furniture or held closed by staff.

The room or area must meet applicable health department and fire marshal regulations.

"Physical restraint" means personal restriction that immobilizes or reduces the ability of an individual to move the individual's arms, legs, body, or head freely.

"Physical escort" means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of guiding a student to another location.

"Mechanical restraint" means the use of any device or equipment to restrict a student's freedom of movement.

"Immediate danger" means the imminent risk of physical violence or aggression towards self or others or other behaviors which are likely to cause substantial bodily injury or serious bodily injury.

"Serious bodily injury" means bodily injury that creates or causes serious permanent disfigurement, protracted loss or impairment of the function of any bodily member or organ, or creates a substantial risk of death.

"Substantial bodily injury" means bodily injury which does not amount to serious bodily injury but which causes or creates protracted physical pain, temporary disfigurement, or temporary loss or impairment of the function of any bodily member or organ.

"ESI key employee" means an employee who has received comprehensive ESI training and is authorized to use an ESI with a student.

Utah Code § 53G-8-301(1)(b), (c), (d) (2025)
Utah Code § 76-1-101.5(17), (18) (2023)
Utah Admin. Rules R277-608-2(4), (8), (10)(a), (14), (15), (16) (March 10, 2025)
Utah Admin. Rules R277-608-4(3) (March 10, 2025)

5.0815.02 *EMERGENCY SAFETY INTERVENTION*

Issue Date: 1/2/20
Updated: 12/4/25

An emergency safety intervention is using seclusion or physical restraint when a student presents an immediate danger to self or others (not for disciplinary purposes).

5.0815.03 *PHYSICAL RESTRAINT*

Issue Date: 1/2/20
Updated: 12/4/25
FH

Reasonable and necessary physical restraint may only be used in self defense, to obtain possession of a weapon or other dangerous object in the possession or under the control of a student, to protect the student or another individual from physical injury, to remove a student who is violent from a situation, or to protect property from being damaged when physical safety is at risk. Prior to its use, a school employee must first use the least restrictive available intervention available, including a physical escort. It may not be used as a means of discipline or punishment. The student may not be placed in a prone (face-down) or supine (face-up) position in physical restraint. No restraint may be used which obstructs the airway of a student or which adversely affects a student's primary mode of communication.

All physical restraint must be immediately terminated when either (a) the circumstances warranting the restraint are no longer present, or (b) the student is in severe distress. The restraint must be for the minimum time necessary to ensure safety and the District's release criteria must be implemented. However, before stopping, releasing, and reassessing, a student may not be physically restrained for more than the shortest of: 30 minutes; the time described in the District's emergency intervention training program; or when law enforcement arrives.

Mechanical restraint may not be used as part of an emergency safety intervention, except those which are protective, stabilizing or required by law, or any device used by a law enforcement officer in carrying out law enforcement duties, including seatbelts or any other safety equipment when used to secure students during transportation.

Chemical restraint may not be used on a student.

5.0815.04 *SECLUSION*

Issue Date: 1/2/20
Updated: 12/4/25
FH

Seclusion may only be used for purposes of maintaining safety and may not be used: as a means of discipline or punishment; for coercion, retaliation, or humiliation; because of inadequate staffing; or for a staff member's convenience. There shall be immediate and continuous review of the

decision to use seclusion. Seclusion may not be used unless the employee has used other, less restrictive interventions before the seclusion. Seclusion shall be used for the minimum time necessary to ensure safety as reasonably understood by the employee and shall end according to the District's release criteria. If a student is placed in seclusion for 30 minutes, the seclusion should end. If the student again exhibits behavior that is unsafe, they may be placed in seclusion again under the parameters outlined in policy. In using seclusion, the employee must confirm that the area meets applicable fire and public safety regulations. During the seclusion, the student must be maintained within line of sight of and actively supervised by an employee who is familiar to the student and who has received comprehensive ESI training.

Seclusion as part of an emergency safety intervention may not be used with a student except by a key employee and only when a student presents an immediate danger of serious physical harm to self or others, when less restrictive interventions have failed, and within the guidelines stated below under Seclusion.

For a student with a disability, emergency safety interventions may not be written into a student's individualized education program as a planned intervention unless school personnel, the family, and the IEP team agree less restrictive means have been attempted to address the qualifying circumstances (that is, circumstances where the student presents an imminent danger of physical violence or aggression towards self or others which is likely to cause serious physical harm) have been attempted, a functional behavior analysis has been conducted, and a positive behavior intervention plan based on data analysis has been written into the plan and implemented.

Whenever seclusion is used, the school shall debrief all witnesses, involved staff members, the student who was secluded, and the parent of the student. The use of seclusion shall be documented, and the documentation shall include the reason for its use, its duration, and any alternative strategies attempted.

A school within the District may designate an enclosed area for the sole purpose of seclusion if the following conditions have been met.

1. The school has submitted a written application requesting approval from the Board of Education which:
   a. Describes the enclosed area;
   b. Outlines the data and reasoning for designating an enclosed area;
   c. Documents that the school has given written notification to the parents of the school's students of the proposed enclosed area and has invited and considered parent input regarding the proposed area; and
   d. Demonstrates that the proposed area satisfies the standards and requirements of Utah Admin. Rules R392-200 and Utah Admin. Rules R710-4;
2. The Board of Education has consulted with the District's ESI committee regarding the application;
3. The Board of Education affords parents from the school in question the opportunity to comment on the proposed enclosed area; and
4. The Board of Education determines that designation of the enclosed area is appropriate and approves the application.

Utah Code § 53G-8-301(10)(b)(i), (c) (2025)
Utah Code § 53G-8-301(4), (10)(b)(ii), (iii) (2025)
Utah Admin. Rules R277-608-2(1)(b), (4), (10)(b) (March 10, 2025)
Utah Admin. Rules R277-608-3(3)(h) (March 10, 2025)
Utah Admin. Rules R277-609-4(3)(c) (April 8, 2025)
Utah Code § 53G-8-301(2), (4) (2025)
Utah Admin. Rules R277-608-3(3)(a) – (c) (March 10, 2025)
Utah Admin. Rules R277-608-5(1)-(4) (March 10, 2025)
Utah Code § 53G-8-301(10)(a)(iii), (b) (2025)

Utah Admin. Rules R277-608-5(9) – (12) (March 10, 2025)
Utah Admin. Rules R277-608-3(2) (March 10, 2025)

5.0815.05 *PARENTAL NOTICE*

Issue Date: 1/2/20
Updated: 12/4/25
FH

When an ESI (physical restraint or seclusion) is used, a school shall notify the student's parent and administration as soon as reasonably possible.

The school shall notify the district administration as soon as reasonably possible.

The school shall provide documentation of the ESI to the ESI Committee.

The notice provided shall be documented in the student information system records.

The school shall, upon his or her request, provide to the student's parent or guardian a copy of any notes or additional documentation taken during an ESI. A student's parent or guardian may request a time to meet with school staff and administration to discuss the use of an ESI.

Utah Code § 53G-8-301(10)(d) (2025)
Utah Admin. Rules R277-608-5(5) – (8), (13) – (19) (March 10, 2025)

5.0815.06 *ESI TRAINING*

Issue: 12/4/25

All employees who supervise students or who may be asked to assist in managing a student's behavior shall receive foundational behavior support training including behavioral or emotional crisis management including de-escalation strategies consistent with the LRBI manual and the District's policies relating to ESI.

ESI key employees shall also receive comprehensive ESI training before the key employee may be authorized to use an ESI with a student and shall receive the comprehensive ESI training annually thereafter. This comprehensive training shall include the appropriate, safe, and effective use of ESI and the proper and required documentation of ESI.

Utah Admin. Rules R277-608-4 (March 10, 2025)

5.0815.07 *ESI COMMITTEE*

Issue Date: 1/2/20
Updated: 12/4/25
FH

The District shall establish an Emergency Safety Intervention (ESI) Committee with members appointed by the Superintendent and consisting of two or more administrators, at least one parent or guardian of a student enrolled in the District, and at least two certified educational professionals with behavior training and knowledge of state rules and District discipline policies.

The ESI Committee shall meet often enough to monitor the use of emergency safety intervention in the District, shall determine and recommend professional development needs relating to emergency safety intervention, shall develop policies for local dispute resolution processes to

address concerns regarding disciplinary actions, and shall ensure that each emergency incident where a school employee uses an ESI is documented in the District's student information system and is reported to the State Superintendent through UTREx.

The District shall collect, maintain, and periodically review documentation and other records of the use of emergency safety interventions at schools within the District, according to procedures defined by the State Superintendent of Public Instruction. For each incident where an ESI is used, the data shall report the incident and shall include the duration of the intervention used to respond to the incident, the stated purpose of the intervention used, the alternative interventions attempted, demographic information regarding the student (sex, gender, age, grade in school, and applicable disability status), and (without revealing the identity of staff involved), relevant training offered to staff and whether the staff received the training. Such documentation and records shall be provided annually by June 30 to the State Superintendent. In addition, the District shall submit all required UTREx discipline data and incident or infraction data elements as part of the District's daily UTREx submission.

Utah Code § 53G-8-301(11) (2025)
Utah Admin. Rules R277-608-6 (March 10, 2025)
Utah Admin. Rules R277-608-8 (March 10, 2025)

5.0820 DETENTION OF STUDENTS

5.0820.01 *DETENTION OF STUDENTS AFTER REGULAR SCHOOL HOURS*

Issue Date: 5/10/97

Students in grades K through six (6) may be detained in school after regular school hours in the event the responsible school administrator determines that such action is justified in disciplining the student. No student may be detained after regular school hours until his or her parent or guardian has received prior notice of the detention to take place on a particular school day.

The notice provided for under this policy need not be completed prior to detention of the student if detention is necessary for this student's health or safety.

Utah Admin Rule 277-609
Utah Code § 53A-3-415

5.0830 NOTIFICATION RECEIVED FROM JUVENILE COURT

5.0830.01 *SUPERINTENDENT TO NOTIFY SCHOOL*

Issue Date: 4/10/97

Within five days of receiving a notification from juvenile court that a student has been adjudicated for a crime of violence or an offense in violation of Title 76, Chapter 10, Part 5, Weapons, the Superintendent shall notify the principal of the school that the juvenile attends or last attended.

Upon receipt of the information from the Superintendent, the principal shall make a notation in a secure file other than the student's permanent file and, if the student is still enrolled in the school, notify staff members who should know of the adjudication.

Utah Code § 53A-11-1002

The Superintendent, principal and all other persons receiving information pursuant to this policy may only disclose the information to other persons having both the right and a current need to know. Access to secure files shall be limited to such persons. The District shall comply with all State Board of Education rules governing the dissemination of the information received from juvenile court.

Utah Code § 53A-11-1003

The Superintendent, principal and any staff member notified by the principal shall not intentionally cause the information to become public knowledge.

Utah Code § 53A-11-1004(1)

A person receiving information referred to in this policy shall not act or fail to act upon such information due to malice, gross negligence or deliberate indifference to the consequences of the action or inaction.

Utah Code § 53A-11-1004(2)

5.0831 NOTIFICATION OF WEAPONS ON SCHOOL PROPERTY

5.0831.01 *NOTIFICATION*
Issue Date: 4/10/97

Whenever a student is found on school property, or in attendance at a school-sponsored activity, in possession of a dangerous weapon, and that information is reported to or known by the principal, the principal shall notify appropriate law enforcement personnel, as well as school and District personnel who, in the opinion of the principal, should be informed.

Utah Code § 53A-11-1101

5.0840 RELATIONS WITH GOVERNMENTAL AGENCIES AND AUTHORITIES: LOCAL GOVERNMENTAL AUTHORITIES

5.0840.01 *TAKING INTO CUSTODY*
Issue Date: 4/10/97

The District shall permit a student to be taken into custody under the following circumstances:

Pursuant to an order of the Juvenile Court;

Pursuant to the laws of arrest;

By a law enforcement officer if there are reasonable grounds to believe the student has engaged in delinquent conduct or conduct in need of supervision;

By a probation officer if there are reasonable grounds to believe the student has violated condition(s) of probation imposed by the Juvenile Court;

By an authorized representative of the Utah Department of Social Services, a law enforcement officer, or a juvenile probation officer, without a court order, under conditions relating to the student's physical health or safety.

5.0900 STUDENT FEES, FINES AND CHARGES

5.0900.01 *DEFINITIONS*

Issue Date: 4/10/97
Updated: 1/2/20
FI

As used in this policy, the following definitions apply.

1. "Fee" means (a) something of monetary value (b) requested or required as a condition to a student's participation (c) in an activity, class, or program which is provided, sponsored, or supported by a school. It includes money or something of monetary value raised by a student or the student's family through fundraising.

Utah Admin. Rules R277-407-2(3) (April 8, 2019)

a. "Something of monetary value" means a charge, expense, deposit, rental, fine, or payment (regardless of how it is described) in the form of money, goods, or services, whether it is directly or indirectly requested or required.

Utah Admin. Rules R277-407-2-15(a) (April 8, 2019)

For example, it includes:

i. Charges or expenditures for a school field trip or activity trip, including related transportation, food, lodging, and admission charges;

ii. Payments to a third party providing a part of a school activity, class, or program;

iii. Supplies (classroom or student) or materials;

iv. A fine, unless that fine is within the scope of the definition in Non-Fee Charges, below.

Utah Admin. Rules R277-407-2(15)(b) (April 8, 2019)

b. "Requested or required as a condition of a student's participation" means impliedly or explicitly mandated or necessary for a student, parent, or family to provide so that a student may:

i. Fully participate in school or in a school activity, class, or program;

ii. Successfully complete a school class for the highest grade; or

iii. Avoid a direct or indirect limitation on full participation in a school activity, class, or program, including limitations created by:

1. Peer pressure, shaming, stigmatizing, bullying, or the like; or

2. Withholding or curtailing any privilege that is otherwise provided to any other student.

Utah Admin. Rules R277-407-2(14) (April 8, 2019)

c. "Provided, sponsored or supported by a school" means an activity, class, program, fundraiser, club, camp, clinic, or other event that:

i. Is authorized by the District or a District school, according to Board policy; or

ii. Satisfies at least one of the following conditions:

1. It is managed or supervised by the District, a District school, or a District employee;

2. It uses, more than inconsequentially, District or a District school's facilities, equipment, or other resources; or

3. It is supported or subsidized, more than inconsequentially, by public funds, including school activity funds or minimum school program dollars.

iii. Is not a noncurricular club as defined by Policy FG.

Utah Admin. Rules R277-407-2(11) (April 8, 2019)

This definition applies regardless of the time or season of the activity, class, or program (for example, summer camps or clinics are sponsored by a school if the foregoing requirements are met).

Utah Admin. Rules R277-407-4(4) (April 8, 2019)

2. "Student supplies" means items which are the personal property of a student which, although used in the instructional process, are also commonly purchased and used by persons not enrolled in the class or activity in question and have a high probability of regular use in other than school-sponsored activities.

a. It includes pencils, paper, notebooks, crayons, scissors, basic clothing for healthy lifestyle classes, and similar personal or consumable items over which a student retains ownership.

b. It excludes any such items if, to create a uniform appearance not related to basic function, the school imposes specific requirements such as brand, color, or a special imprint.

Utah Admin. Rules R277-407-2(16) (April 8, 2019)

3. "Textbook" means instructional material necessary for participation in a course or program, regardless of the format of the material. It excludes instructional equipment.

Utah Admin. Rules R277-407-2(19) (April 8, 2019)

a. "Instructional equipment" means equipment or supplies required for a student to use as part of a secondary course that become the property of the student upon exiting the course, including course related tools or instruments.

Utah Admin. Rules R277-407-2(7) (April 8, 2019)

4. “Co-curricular activity” means an activity, course, or program, outside of school hours, that also includes a required regular school day program or curriculum.

Utah Admin. Rules R277-407-2(1) (April 8, 2019)

5. “Extracurricular activity” means an activity or program for students, outside of the regular school day, that both:

   a. Is sponsored, recognized, or sanctioned by the District or a District school; and

   b. Supplements or complements, but is not part of, the District’s required program or regular curriculum.

Utah Admin. Rules R277-407-2(2) (April 8, 2019)

5.0900.02 *NONFEE CHARGES*

Issue date: 1/2/20
FI

Certain items of monetary value provided in connection with students and schools are not considered fees.

Student Fines

A student fine is not a fee if it is specifically approved by the District and is imposed for one of the following:

1. Failing to return school property;

2. Losing, wasting, or damaging private or school property through intentional, careless, or irresponsible behavior; or

3. Improper use of school property (including a parking violation).

Utah Code § 53G-8-212 (2019)
Utah Admin. Rules R277-407-2(15)(b)(iv) (April 8, 2019)

When fines have been assessed to a student for damaging or losing school property, the school shall not exclude the student from school for nonpayment but may withhold a transcript or diploma to obtain payment of such charges pursuant to the Board policy regarding defacing or damaging school property. However, a school may not withhold student records which are required for student enrollment or placement in a subsequent school. In addition, if the Department of Human Services or a licensed child-placing agency has been granted custody of the student, that student’s records, if requested by the department or agency, may not be withheld from the department or agency for nonpayment of damages.

Utah Code § 53G-8-212 (2019)
Utah Admin. Rules R277-406-12 (April 8, 2019)

Student Records

A school may impose a reasonable charge to cover the cost of duplicating, mailing, or transmitting transcripts and other school records. However, no charge may be imposed for duplicating, mailing, or transmitting copies of school records to an elementary or secondary school in which a former student is enrolled or intends to enroll.

Utah Admin. Rules R277-407-6(9)(b), (c) (April 8, 2019)

Non-Waivable Charges

A cost, payment, or expenditure that falls into one of the following categories is not a fee.

1. A personal discretionary charge or purchase, including:

    a. A charge for insurance, unless the insurance is required for a student to participate in a school activity, class, or program;

    b. A charge for college credit relating to successful completion of a concurrent enrollment class or an advanced placement examination; or

    c. A charge for a personal consumable item such as a yearbook, class ring, letterman jacket or sweater, or other similar item (unless requested or required by the school or District).

2. A charge which is subject to sales tax.

3. Payment for a school uniform unless the uniform policy requires clothing that is expensive or prescriptive. (See Policy FK.)

4. A charge for school lunch or breakfast.

5. A deposit that is a pledge securing the return of school property which is refunded upon return of the property.

6. A charge for a replacement for damaged or lost school equipment or supplies.

Utah Admin. Rules R277-407-2(10) (April 8, 2019)
Utah Admin. Rules R277-407-3(9) (April 8, 2019)
Utah Code § 53G-7-501(6)(c), (9) (2019)

Additional Discretionary Projects

A student may be required to provide materials or to pay for an additional discretionary project if the student chooses a project in lieu of or in addition to a required classroom project. This requirement is not considered a fee. However, the school may not require such an additional project as a condition for enrolling, completing, or receiving the highest possible grade for a course. (Such requirements would result in the project being a fee.) Schools shall avoid allowing high cost additional projects, particularly where authorization of an additional discretionary project results in pressure on a student by teachers or peers to also complete a similar high cost project.

Utah Admin. Rules R277-407-3(5) (April 8, 2019)

Donations of Supplies to an Elementary School

An elementary school or elementary school teacher may compile and provide to a student's parent a suggested list of student supplies for use during the regular school day so that a parent may furnish, on a voluntary basis, those supplies for student use. Such a list must include and be preceded by the following language:

"NOTICE: THE ITEMS ON THIS LIST WILL BE USED DURING THE REGULAR SCHOOL DAY. THEY MAY BE BROUGHT FROM HOME ON A VOLUNTARY BASIS, OTHERWISE, THEY WILL BE FURNISHED BY THE SCHOOL."

Utah Admin. Rules R277-407-3(1)(c), (6) (April 8, 2019)

Utah Code § 53G-7-503(2)(b) (2019)

Donations

For a donation not to be a fee, it must not affect the participation of an individual student. Donations are generally governed by Policy GF. Donations or contributions may be invited on forms provided to parents of students but must clearly state that donations and contributions are voluntary and are not required for participation in an activity or class.

Utah Admin. Rules R277-407-7(1) (April 8, 2019)

Students and families may be notified that they may voluntarily pay an increased fee amount or provide a donation to cover the costs of other students and families. Any such payments are considered donations and are not fees. In order to accept such payments, schools shall require that the payment be clearly designated as made for the purpose of covering the costs of other students.

Utah Admin. Rules R277-407-8(2)(b) (April 8, 2019)

5.0900.03 *AUTHORIZING FEES*

Issue Date: 1/2/20
FI

No fee may be charged by the District, a District school, or any District officer or employee unless the fee has been authorized by the Board as required in this policy and applicable law. This includes any and all fees as defined in this policy, including those related to curricular, co-curricular, and extracurricular activities.

Utah Code § 53G-7-503(1) (2019)
Utah Code § 53G-7-505 (2019)
Utah Admin. Rules R277-407-3(2) (April 8, 2019)
Utah Admin. Rules R277-407-6(1) (April 8, 2019)

Process to Adopt Fee Policies and Schedules

The Board shall annually adopt fee policies and a fee schedule in a public meeting held on or before April 1. The Board shall consult with stakeholders and shall encourage public participation in the development of the fee schedule and of waiver policies. Before taking action to approve the policies and fee schedule, the Board shall provide the opportunity for public comment on the proposed fee schedule during at least two public Board meetings. In addition to the notice required for a regular Board meeting, the Board shall provide notice of these meetings using the same form of communication regularly used by the District to communicate with parents (such as email, text, flyer, or phone call).

Utah Code § 53G-7-505(2) (2019)
Utah Admin. Rules R277-407-6(2) (April 8, 2019)

The Board shall annually review the District's policies on fees, waivers, fundraising, and donations.

Utah Admin. Rules R277-407-15(3) (April 8, 2019)

Fee Schedules

A fee must be included in the Board approved fee schedule in order to be charged. The fee schedule shall include the specific amount for each fee and a spending plan for each fee. The fee

schedule shall include the maximum fees allowed per activity and per student. If there are multiple fees related to one activity, class, or program, the fee schedule shall include an easy to understand delineation of each of the fees and the fee total for the activity, class, or program. The fee schedule shall also include the District's fee waiver policy, including an easily understandable statement informing a parent that a student may be eligible to have one or more fees waived and may appeal a denial of a requested waiver.

Utah Code § 53G-7-505(3)(a) (2019)
Utah Admin. Rules R277-407-13(2)(a) (April 8, 2019)

Notice of Fee Policies and Schedules

The District shall provide annual written notice to a parent of each student attending school in the District of the current and applicable fee waiver policies and fee schedules. The District shall annually publish the fee waiver policies and fee schedules on each school's website and shall include a copy of these materials in registration materials (including providing them to a parent of a student who enrolls after the initial enrollment period). The written notice shall be in a form approved by the State Board of Education and shall also include:

1. For elementary schools:
    a. School Fees Notice for Families of Children of Kindergarten through Sixth Grade
    b. Fee Waiver Application (Grades K-6)
    c. Fee Waiver Decision and Appeal Form
    d. School fees poster for elementary school
2. For secondary schools:
    a. School Fees Notice for Families of Students in Grades Seven Through Twelve
    b. Fee Waiver Application (Grades 7-12)
    c. Community Service Assignment and Notice of Appeal Rights
    d. Appeal of Community Service Assignment
    e. School fees poster for secondary school

Utah Code § 53G-7-505(3)(b) (2019)
Utah Admin. Rules R277-407-6(5), (6), (7) (April 8, 2019)

If the District's parent or student population in a single language other than English exceeds 20%, then the District shall also publish the fee waiver policies and fee schedules in that other language. If a student or parent's first language is not English, and the District has not published the policies and fee schedules in that other language, then a District representative will meet personally with each student's parent or family and make available an interpreter for the parent to understand the policies and fee schedules.

Utah Admin. Rules R277-407-6(6) (April 8, 2019)

5.0900.04 *STANDARDS FOR FEES*
Issue date: 1/2/20
FI

In setting fees, the Board shall establish the following maximum fee amounts:

1. The amount that a school may charge to a student in a year for each course, program, or activity.

2. The aggregate amount that a school may charge to a student in fees in a year.

These maximum amounts include the amount of revenue raised by a student through an individual fundraiser. (See Alternatives to Payment of Fees, below.)

Utah Admin. Rules R277-407-6(3) (April 8, 2019)

In order to preserve equal opportunity for all students and to limit diversion of money and school and staff resources from the basic school program, the Board's fee policies shall be designed to limit student expenditures for school-sponsored activities, including expenditures for activities, uniforms, clubs, clinics, travel, and subject area and vocational leadership organizations, whether local, state, or national.

Utah Admin. Rules R277-407-6(10) (April 8, 2019)

No fees may be charged in kindergarten through grade 6 in connection with regular school day instruction or activities (including assemblies and field trips.) Fees may be charged to students in grade 6 if those students are attending a school that includes any of the grades 7 through 12. A school that provides instruction to students in grades other than grades 6 through 12 may not charge fees to students in grade 6 unless for those students the school follows a secondary model of instruction.

Utah Code § 53G-7-503(2)(a) (2019)
Utah Admin. Rules R277-407-3(1), (3) (April 8, 2019)

Fees may be charged to elementary school students for activities which do not take place during the regular school day so long as participation in the activities is voluntary and does not affect a student's grade or ability to participate fully in any course taught during the regular school day.

Utah Code § 53G-7-503(2)(a) (2019)
Utah Admin. Rules R277-407-4(1) (April 8, 2019)

Textbook fees may be charged to secondary school students up through the end of the 2019-2020 school year. Beginning with the 2020-2021 school year, textbooks may not be sold to students and textbook fees may not be charged to secondary school students except for textbooks required for an Advanced Placement or concurrent enrollment course.

Utah Code § 53G-7-602(3) (2019)
Utah Admin. Rules R277-407-12(1)(a) (April 8, 2019)

All fees, including fees for co-curricular and extracurricular activities, must be within the maximum amounts established for the activity by the Board.

Utah Admin. Rules R277-407-4(2) (April 8, 2019)

A fee may not be imposed or increased in order to supplant or subsidize another fee. Beginning with the 2020-2021 school year, the amount of a fee may not be increased to offset the cost of fee waivers. Beginning with the 2021-2022 school year, the fee imposed on a student for a particular activity, course, or program cannot exceed the expense incurred by the school in providing that activity, course, or program.

Utah Code § 53G-7-503(3) (2019)

Utah Admin. Rules R277-407-8(2)(a) (April 8, 2019)

In establishing fee schedules, the Board may also review and consider the following as to each school in the District:

1. The cost to the school to provide the activity, class, or program;
2. The student enrollment;
3. The median income of families within the attendance area or enrolled at the school;
4. The number and monetary amount of fee waivers (designated by individual fee) annually granted in the prior three years;
5. The historical participation and school interest in certain activities;
6. The prior year fee schedule;
7. The revenue collected from each fee in the prior year;
8. Fundraising capacity;
9. Prior year community donors; and
10. Other resources available (including through donations and fundraising).

Utah Admin. Rules R277-407-6(4) (April 8, 2019)

5.0900.05 *ALTERNATIVES TO PAYMENT OF FEES*

Issue date: 1/2/20
FI

The Board recognizes and allows the following provisions in lieu of fee payment. (A "provision in lieu of fee payment" means an alternative to either payment of the fee or waiver of the fee.)

Utah Admin. Rules R277-407-2(12) (April 8, 2019)

Fundraising

Consistent with Policy GF, students may avail themselves of optional individual fundraising opportunities to raise money to offset the cost of the student's fees. Required individual fundraising is prohibited. Student membership in or participation on a team or group or in an activity may not be denied based on non-participation in any kind of fundraiser (individual or group).

Utah Admin. Rules R277-407-10 (April 8, 2019)

Service in Lieu of Fees

Students may choose (but may not be required) to perform community service in lieu of paying a fee.

Utah Admin. Rules R277-407-9(1) (April 8, 2019)

If elected by a student, the community service assignment shall be determined by the principal or other designee. The assignment shall be appropriate to the age, physical condition, and maturity of

the student and service required shall be consistent with the federal Fair Labor Standards Act. The service must be credited at an hourly rate at least equal to the minimum wage and must be able to be performed within a reasonable period of time. Service assignments may include service within the school, including tutorial assistance to other students and assistance before or after school to teachers and other school personnel on school related matters.

Utah Code § 53G-504-2(a) (2019)
Utah Admin. Rules R277-407-9(2) (April 8, 2019)

A student who performs service in lieu of paying a fee may not be treated differently than students who pay the fee, and the service may not create an unreasonable burden for a student or parent and may not be of such a nature as to demean or stigmatize the student.

Utah Admin. Rules R277-407-9(3) (April 8, 2019)

Upon request of the student, the student's service credit shall be transferred to another school within the District or to another local education agency.

Utah Admin. Rules R277-403-9(4) (April 8, 2019)

5.0900.06 *WAIVER OF FEES*

Issue Date: 6/09/05
Updated: 1/2/20
FI

A "waiver" means a full or partial release from the requirement of payment of a fee and from any provision in lieu of fee payment. (A "provision in lieu of fee payment" means an alternative to either payment of the fee or waiver of the fee.) All fees are subject to waiver. Non-fee charges (see above) are not subject to waiver.

Utah Code § 53G-7-501(13) (2019)
Utah Admin. Rules R277-407-2(12), (20) (April 8, 2019)
Utah Admin. Rules R277-407-8(1) (April 8, 2019)

"SSI" means "Supplemental Security Income for children with disabilities," which is a benefit administered through the Social Security Administration that provides payments for qualified children with disabilities in low-income families.

Utah Admin Rules R277-407-2(17) (April 8, 2019)

"TANF" means "Temporary Assistance for Needy Families," which is a program (formerly known as AFDC) which provides monthly cash assistance and food stamps to low-income families with children under age 18 through the Utah Department of Workforce Services.

Utah Admin. Rules R277-407-2(18) (April 8, 2019)

Eligibility for Waiver

A waiver shall be granted to a student if charging the fee would deny the student the opportunity to participate in a class or school-sponsored or supported activity because of an inability to pay a fee.

Utah Code § 53G-7-504(1)(a) (2019)
Utah Admin. Rules R277-407-8(3) (April 8, 2019)

A student is eligible for waiver upon providing verification that:

1. The student qualifies for free lunch based on family income;

2. The student receives SSI;

3. The family receives TANF funding;

4. The student is in foster care through the Utah Division of Child and Family Services; or

5. The student is in state custody.

Utah Admin. Rules R277-407-11(1) (April 8, 2019)

A student who does not qualify based on the foregoing may also be granted a waiver if the student is not reasonably capable of paying the fee based on extenuating circumstances. Such circumstances might include exceptional financial burden, loss or substantial reduction of income, or extraordinary medical expenses.

Utah Admin. Rules R277-407-11(3) (April 8, 2019)

In the event that circumstances change for a student or family such that fee waiver eligibility no longer exists, the school may charge a proportional share of a fee or a reduced fee reflecting the change in eligibility.

Utah Admin. Rules R277-407-11(4) (April 8, 2019)

Process for Waiver

The principal, or the principal's designee, shall review and make decisions regarding fee waiver requests, verifying eligibility as required (including obtaining the required documentation). The decision shall be made promptly and if possible before the fee becomes due. A family may not be subjected to unreasonable demands for re-qualification.

Utah Code § 53G-7-504(b) (2019)
Utah Admin. Rules R277-407-6(8)(a) (April 8, 2019)
Utah Admin. Rules R277-407-8(4), (8)(b) (April 8, 2019)
Utah Admin. Rules R277-407-11(2)(d) (April 8, 2019)

Parents shall be provided the opportunity to review available provisions in lieu of fee payment.

Utah Admin. Rules R277-407-8(10)(a) (April 8, 2019)

The waiver process shall be administered fairly, objectively, without delay, and in a manner that avoids stigma, embarrassment, undue attention, and unreasonable burdens on students and parents. There shall be no visible indicators which could lead to identification of waiver applicants. The privacy requirements of FERPA apply and shall be followed. Other students may not assist in the waiver approval process. Students who receive a waiver may not be treated differently than other students. Students who receive a waiver may not be identified to other students and may not be identified to any other person (including staff members) who do not need to know of the waiver.

Utah Admin. Rules R277-407-8(5) (April 8, 2019)
Utah Admin. Rules R277-407-9(6), (7) (April 8, 2019)

The waiver application and associated required documentation shall incorporate and conform to the regulations issued by the State Board of Education, which will specify the forms of documentation and verification which are acceptable.

Utah Code § 53G-7-504(4) (2019)

In lieu of income verification, the school may rely on the following alternative forms of verification:

1. If the student's family receives TANF, a letter of decision from the Utah Department of Workforce Services which covers the period for which waiver is sought;

2. If the student receives SSI, a benefit verification letter from the Social Security Administration;

3. If the student is in state custody or in foster care, either or both of the following when provided by a case worker from the Utah Division of Child and Family Services or the Utah Juvenile Justice Department:

    a. The youth in care required intake form;

    b. The school enrollment letter.

Utah Admin. Rules R277-407-11(2) (April 8, 2019)

The principal or designee may grant a full or partial waiver or deny the request. Upon determination by the principal or designee, the parent shall be provided a written decision using the standard written decision and appeal form authorized by the State Board of Education. A full or partial denial decision shall include the reasons for the denial and give notice of the procedure to appeal the decision.

Utah Admin. Rules R277-407-6(8)(b) (April 8, 2019)
Utah Admin. Rules R277-407-9(6)(e) (April 8, 2019)

Appeals of the principal's decision on the granting of fee waivers may be made to the superintendent. Appeals of the superintendent's decision may be made to the Board.

Utah Admin. Rules R277-407-8(10)(b) (April 8, 2019)

The requirement that a student pay a fee shall be suspended during any period when the student's eligibility for waiver is being determined or when an appeal of a denial of waiver is in process.

Utah Admin. Rules R277-407-8(10)(c) (April 8, 2019)
Utah Admin. Rules R277-407-9(6)(f) (April 8, 2019)

Addressing the Effect of Waivers

The District shall identify and address potential inequities due to the impact of the number of students who receive waivers with each of the District's Schools. The Board shall distribute the impact of fee waivers among the schools of the District so that no school carries a disproportionate share of the District's total fee waiver burden, including by sharing revenue among the schools to remedy that lost through waivers.

Utah Admin. Rules R277-407-8(2)(c) (April 8, 2019)
Utah Admin. Rules R277-407-13(2)(b), (3) (April 8, 2019)

5.0900.07 *FEE COLLECTION*

Issue Date: 1/2/20
FI

Students may not be involved in the collection of fees.

Utah Admin. Rules R277-407-9(6)(d) (April 8, 2019)

Upon the request of a parent or student, the school may allow a fee to be paid through an installment payment plan. However, such a plan may not be suggested or recommended by school administration or staff.

Utah Admin. Rules R277-407-9(5) (April 8, 2019)

The District may pursue reasonable methods of collecting fees. However, the District may not, as a result of unpaid fees:

1. Exclude a student from school or from an activity, class, or program;
2. Refuse to issue a course grade; or
3. Withhold official student records, including written or electronic grade reports, diplomas, or transcripts.

Utah Admin. Rules R277-407-6(9)(a) (April 8, 2019)
Utah Admin. Rules R277-407-8(11) (April 8, 2019)

If the school has been provided with a copy of a court order allocating responsibility for school fees between a student's parents before the day on which the school first issues a bill for a school fee, the school shall, upon request from either parent, separately bill each parent for the share of the fee that the parent is to pay under the court order. Each parent is liable only for the share of the fee the parent is required to pay under the court order, and regardless of whether the court order is provided to the school before or after the bill is issued for the fee, the school may not make a negative credit report relating to a fee about a parent who has paid the share of the fee required by the court order. The school may bill a parent for that parent's share of the fee even though the other parent has obtained a full or partial fee waiver.

Utah Code § 15-4-6.7 (2017)

5.0900.08 *STAFF TRAINING*

Issue Date: 1/2/20
FI

Employees of the District shall receive, on at least an annual basis, training on fee policies specific to the employee's job function. Such training shall make use of the resources and training materials provided by the State Superintendent.

Utah Admin. Rules R277-407-15 (April 8, 2019)

5.0900.09 *REPORTING AND CERTIFICATION*

Issue Date: 1/2/20
FI

The District's annual year-end report to the State Superintendent shall include (1) a summary of the number of students in the District given fee waivers, the number of students who worked in lieu of a fee waiver, and the total dollar value of fees waived by the District; (2) a copy of the District's fee and fee waiver policies; (3) a copy of the District's fee schedule for students; (4) the notice of fee waiver criteria which is provided by the District to parents or guardians; and (5) a fee

waiver compliance form for the District and each school (using the forms approved by the State Superintendent).

Utah Admin. Rules R277-407-14 (April 8, 2019)

The District and each school shall complete and submit such compliance forms as are required by the State Board of Education.

Utah Admin. Rules R277-407-8(9) (April 8, 2019)

5.0900.10 *REQUIRED NOTICES AND ACTION*

Issue Date: 4/10/97
Updated: 1/2/20
FI

The District and each school shall use the following standard forms as they are provided by the State Board of Education:

1. Standard parental notification letter ("School Fees Notice for Families of Students in Grades Seven Through Twelve" or "School Fees Notice for Families of Children in Kindergarten Through Sixth Grades");

Standard fee waiver application ("Fee Waiver Application (Grades K-6)" or "Fee Waiver Application (Grades 7-12)");

Standard written decision and appeal form ("Fee Waiver Decision and Appeal Form");

Community service notice form ("Community Service Obligations");

Community service assignment form ("Community Service Assignment and Notice of Appeal Rights");

Community service assignment appeal form ("Appeal of Community Service Assignment").

These standard forms as drafted and adopted by the State Board of Education are hereby incorporated into these policies. (The forms are also available in Spanish.) The District and each school shall adhere to the terms and conditions set forth in the standard forms.

5.0910 CHILD NUTRITION PROGRAM MEAL CHARGING POLICY

5.0910.01 *PURPOSE AND BACKGROUND*

Issue Date: 6/12/14
Updated: 7/30/26

1. National School Lunch, Breakfast, Special (Kindergarten) Milk and the After School Snack Program are federal programs in which this district participates.

2. Schools receive partial reimbursement for meals served to students who do not qualify for free meals. Parents must make payments to a student's account to make up the difference between the federal reimbursement and the cost of the meal. This policy applies only to school meal payments, not a la carte sales. All a la carte sales, of second meals, partial meals, and milk are not reimbursable, and all cost of these a la carte items are parent's responsibility. This also includes students that qualify for free and reduced.

3. If students qualify for free or reduced-price school lunch, their meals are reimbursed in whole or in part with federal funds. Otherwise, the meal reimbursement is minimal and parents are expected to pay for their student(s') meals. Schools should adopt policies which minimize unpaid accounts and ensure students are not subject to punishment or stigmatization when parents fail to make school meal payments.

4. The purpose of this policy is to explain how Duchesne County School District will receive payment and notify parents/guardians about: money owed for student meals; of the school's procedures for providing meals if students' accounts are delinquent; and to assure and remind parents and school employees that students will never be confronted or embarrassed about money owed for school meals.

5.0910.02 *SCHOOL PROCEDURES AND PRACTICES*

Issue Date: 6/12/14

1. Before school begins, parents shall receive information from the student's resident school:

   a. about school meals;

   b. stating the prices for the meals;

   c. informing parents how they may provide payment for meals;

   d. informing parents how their students qualify for reduced-price or free meals;

   e. informing parents what students will receive if their meal accounts are delinquent;

   f. informing parents of the policy for delinquent accounts; and

   g. <u>training parents on the functions of the Automated Payment system (if applicable) including such options as low balance reminders and automatic payments made from the parent's checking account or credit card.</u>

2. Schools shall send a copy of the policy in registration packet and new student packets. A copy of policy can be located under the lunch link on District Web site

3. Schools shall provide applications for free/reduced-price meals to parents. The school shall also provide the school's designated meal prices. Accompanying the information about the prices of school meals, parents will receive an application for free and reduced price meals. The application is available in a variety of languages at: http: //www.fns.usda.gov/school-meals/family-friendly-application-translations . The school will provide paper applications for parents who do not have access to on-line forms.

4. If the student's family receives benefits from the Special Nutrition Assistance Program (SNAP), the Family Employment Program (FEP) or the Food Distribution Program on Indian Reservations (FDPIR), the household qualifies for meals at no charge, once the school receives notice of student's or family's eligibility, and does not have to complete or submit a free/reduced-price form. Schools will send the household an e-mail/letter informing parents of a student's eligibility for free meals. If a parent or family qualifies under one of these programs and has not received such a letter before school starts, the parent should contact the school food service.

5.0910.03 *PAYMENTS*

Issue Date: 6/12/14

1. A school shall credit meal payments from parents to the student's account before the meal period. This assures all funds are accurately applied to meal accounts in advance of students selecting school meals. Schools will apply payments to the purchase of the current day's meal first, and the payment of past-due accounts second.

2. If a student/family qualifies for free meals, no payments are due. Cost of all a la carte items are the responsibility of the parent/guardian.

3. Parent payment options for student meals may include:

    a. Parents may use an automated payment system, if available, to make payments for students' meals. Parents may make on-line payments, using debit or credit cards, for one or all of their students, allocating the funds to individual students' accounts. The school may add additional fees for the use of a credit card and will notify parents of added fees. Parents may choose to use bill pay through their banking service. To guarantee quick posting to child/children's account, should supply in note section child/children information to ensure money is received in proper account.

    b. Parents may make payments to the school by mail or hand delivery. Payments should clearly indicate the account to which the funds should be credited (student's name and amount, if several students attend the school). The school will indicate if the school accepts checks, money orders and/or cash. (Parents should note the school policy for checks returned to the school for insufficient funds.)

    c. In the case of a returned check, the district will notify the parent in a letter and state the date that the money will be reversed out of the student's account as to give opportunity to clear up account.

5.0910.04 *IDENTIFICATION OF DELINQUENT ACCOUNTS*

Issue Date: 6/12/14

In accordance with Duchesne School District Federally Assisted Child Nutrition Programs, the Child Nutrition Program will apply student meal charging procedures that coincide with regulations of the National School Lunch Program (NSLP) and School Breakfast Program (SBP). By statute, the Child Nutrition Program is a self-supporting fund that shall not have a negative balance at the close of a fiscal year. Unpaid charges place a financial strain on the School Nutrition Program and on the district's operating budget. This policy establishes procedures for payment, charge availability, and collection steps.

All children may receive the nutrition they need to learn and stay focused during the school day. Children will receive breakfast and lunch at no charge if categorically eligible or qualified for free meals based on annual Federal income guidelines. Parent/Guardian of children who do not qualify for free meals may purchase meals at the subsidized reduced-price rate or paid rate.

The school receives a partial reimbursement for meals served to students who do not qualify for free meals. Parent/Guardian must make payments to a student's account to make up the difference between the federal reimbursement and the cost of the meal. All a la carte sales, or second meals, partial meals, and milk are not reimbursable, and all cost of these a la carte items are Parent/Guardian responsibility.

National School Lunch and Breakfast Program are federal programs in which this district participates Procedure for Implementation:

1. All enrolled students have access to regular, reimbursable school meals that meet the nutrition standards required by the U.S. Department of Agriculture (USDA) and the Healthy, Hunger-Free Kids Act of 2010 (HHFKA).

2. Breakfast or lunch may never be denied because of a student's inability to pay for the meal at time of service (e.g., no money in lunch account or in hand).

3. Household income applications (e.g., paper and online) and information on how to apply for free and reduced-price meals will be made available to all families annually before the start of school and throughout the school year as required.

    - School Secretary will make every effort to engage households who have not applied or who were not previously eligible in the school year and assist them with the school meal application process.

    - School Secretary (and CNP) will proactively ensure that children who actually are eligible for meal benefits do not incur charges.

4. Meal charging policy and procedures are available annually to all families. Procedures will be included in the Household Income Application packet, and will be included as part of the online application process

School Secretary

1. Parents or guardians have the ability to view and manage their student's account(s) online (e.g., view account balances, add money to child's account, receive low balance alerts, and set up automatic payments). Online payments are convenient, secure and easy. Cash and checks are accepted at all schools.
2. A robocall, text or email will go out multiple times weekly to parents or guardians who have a negative school meal balance.
3. School Secretary (and CNP) will notify the Parent/Guardian with a negative balance alert. If the School Secretary (and CNP) is unable to contact a Parent/Guardian about their child's account, the School Secretary (or CNP) will send a negative balance notification letter through U.S. Mail to the home address on record. The School Secretary (and CNP) will document.
4. Meals will never be taken from a student.
5. All communications about lunch account balance will go directly thru Parent/Guardian.
6. School Secretary or CNP will not involve students with lunch money issues or embarrass children over unpaid school lunch bills (e.g., stigmatize students by stamping hands, use stickers or wristbands, send notes home via students, throw away food already served to a child, provide alternative meals, etc.).
7. The School Secretary or CNP will make every effort to keep charges at a zero balance (e.g., contact Parent/Guardian, mail notification letters, actively communicate situations with school Principal, continue collection efforts on inactive student debt, etc.).
    (a) If the School Secretary or CNP and school Principal are unable to collect on meal charges and a student's negative balance continues to accrue, the Parent/Guardian will be notified with how we will handle this account. They may be turned over to a collection agency to collect unpaid meal balances, or if the Parent/Guardian is a staff member payroll deduction will begin.
    (b) If a student repeatedly has no money in the student's school lunch account and no student meals are provided from home, school officials will consider the circumstances in the home (e.g., potential abuse or neglect, homelessness, etc.) and may contact the District Social Worker and/or Child Protective Services.
8. Donations specifically made toward meal debt will be dispersed at the end of the school year among each school's negative account balance. Donations made toward a particular school for unpaid meal charges will be applied as requested by the donor.
9. For staff with outstanding lunch balances, payroll deductions may be applied. Staff will be notified before this occurs.

Legal References and Regulations
• National School Lunch Program (NSLP)

• Healthy. Hunger-Free Kids Act of 2010
• Code of Federal Regulations 7 CFR245.5
• Food Security Amendments H. B. 100

5.1000 CLOSED CAMPUS

5.1000.01 *CLOSED CAMPUS*

Issue Date: 4/10/97

The District requires that all students at Roosevelt Junior High School, Roosevelt Middle School and all elementary schools have a closed campus. This means that:

1. For a student to be released from school at any time, he/she must be released directly to a parent, guardian, or other individual approved by the principal/designee;

2. Students who are not approved to go home for lunch are required to stay on the school site during the school day, which includes the lunch period and at all times students are present who arrive and leave by bus.

3. Students who live near enough to the school to go home for lunch may do so only upon written approval of the parents and the principal.

5.1100 VISITATION ON CAMPUS

5.1100.01 *REMOVAL DURING SCHOOL DAY*

Issue Date: 1/2/20
FJ

No person shall be allowed to remove a student from school during the school day unless that person reports first to the Principal at the school's administrative offices, and one of the following circumstances is true:

1. The person positively identifies him or herself as the student's custodial parent or legal guardian, including identification of the person, as well as production of documentation sufficient to establish custodial rights to the child, if circumstances warrant it.

2. The person is in possession of and produces a validly issued subpoena or court order instructing the school to deliver the student to the person named in it, and the person can positively identify him or herself as the person named to receive the student in the subpoena.

3. The person is a properly identified law enforcement officer in possession of a validly issued warrant naming the student, and the Principal or his designee, examines the warrant and is satisfied that the student is properly and sufficiently identified..

SECTION 6 - COMMUNITY

6.0100 PUBLIC COMPLAINTS

6.0100.01 *PRESENTATION AND HEARING PROCEDURE*

Issue Date: 1/2/20
Updated: 6/3/26
GB

In most circumstances, citizens shall be entitled to administrative conferences and informal presentations of the complaint to the Board.

Citizen complaints shall be handled as follows:

1. Complaints shall initially be discussed with the appropriate administrator within 15 calendar days of the event or action that is the subject of the complaint.

2. If the complaint is not resolved, the citizen may request a conference with the Superintendent or Superintendent's designee. Prior to the conference with the Superintendent or designee, the citizen shall submit a written complaint that includes a description of the complaint, the solution sought, and the date of the conference(s) with the administrator.

3. If the outcome of the conference with the Superintendent or designee is not to the citizen's satisfaction, the citizen may present the complaint to the Board at the next regular meeting. The Board shall designate a portion of its regular monthly meeting to hear citizen complaints. The Board may set reasonable time limits on complaint presentation. The Board shall listen to the complaint but is not required to respond or take action on the matter unless the complaint is from an aggrieved party, as defined below.

4. The district shall respond to a USBE Hotline complaint on a case-by-case basis in such a way as to follow district investigation protocols as much as possible. If contact information for the complainant is available, the LEA shall make at least two good faith efforts to contact the complainant promptly with pertinent information. Examples of items to communicate may include: the LEA personnel that contacted the complainant, the type of contact made, such as phone or email, the date of the contact, and, if possible, the resolution of the concern or action steps to be taken. The district shall comply with Utah State Board of Education requirements.

6.0100.02 *AGGRIEVED PARTIES*

Issue Date: 1/2/20
GB

An “aggrieved party” is a citizen who has allegedly suffered a violation of a constitutional, statutory, or common law right, or a violation of a rule adopted by the State Board of Education or public complaint policy adopted by the Board..

6.0100.03 *NOTICE*

Issue Date: 1/2/20
GB

An aggrieved citizen shall make a written request for a hearing, identifying specifically the claimed violation and the relief requested. The written request shall be deemed filed upon receipt by the Superintendent's office. Failure of the citizen to file such a request within 30 days of the claimed violation shall be deemed a waiver by the citizen of his or her rights to contest the alleged violation.

6.0100.04 *THE HEARING*

Issue Date: 1/2/20
GB

Aggrieved parties shall, upon proper request, be afforded a hearing before the Board in accordance with applicable law. However, this provision shall not be construed to create an independent right to a hearing before the Board in addition to hearings required by law. The Board shall conduct a hearing for aggrieved parties within 30 days of receipt of a written request for a Board hearing, unless the hearing is postponed by mutual consent. The Board shall notify the aggrieved citizen in writing of the time and place of the hearing.

6.0100.05 *EXECUTIVE SESSION*

Issue Date: 1/2/20
GB

If the complaint involves complaints or charges about an employee of the school district, the complaint shall be heard by the Board in a closed meeting unless the employee allegedly involved in the complaint requests a public meeting to review the complaint.

Utah Code § 52-4-205(1)(a) (2019)

6.0100.06 *NOTICE OF DECISION*

Issue Date: 1/2/20
GB

The Board shall notify the aggrieved citizen of its decision in writing within 15 days after the hearing.

6.0100.07 *EXCEPTIONS*

Issue Date: 1/2/20
GB

Complaints for which other resolution procedures are provided shall be directed through those channels.

6.0200 COMMUNITY USE OF SCHOOL FACILITIES

6.0200.01 *CIVIC CENTERS*

Issue Date: 6/5/97
Updated: 2/8/24

Public school buildings and grounds are civic centers and shall be used by District residents for supervised recreational activities and meetings, subject to the requirements and restrictions set forth below. Use of school property as a civic center may not interfere with a school function or purpose and is considered a "permit" for governmental immunity purposes.

Utah Code § 53G-7-209 (2018)

CIVIC CENTER USE LIMITED TO DISTRICT RESIDENTS—

School buildings and grounds are only available for civic center use to organizers who are residents of the District. Requests for civic center use must be accompanied by appropriate documentation of the requester's residence within the District.

Utah Code § 53G-7-209(4) (2018)

6.0200.02 *FEES FOR USE OF SCHOOL PROPERTY*

Issue Date: 6/5/97
Updated: 2/8/24

The Board may set and charge a reasonable fee for the use of school property as a civic center to fully compensate the District any and all expenses incurred in that use. The fee charged may take into account increased overhead expenses, including utilities, personnel, and other areas affected by use of the facilities.

Utah Code § 53G-7-210(2)(c) (2018)

6.0200.03 *SPECIAL FUNCTIONS OFFICER*

Issue Date: 6/5/97
Updated: 2/8/24

The Board may appoint a District security officer or student resource officer as a special functions officer. The special functions officer shall have charge of the grounds and shall take reasonable measures to protect school property when used for civic center purposes.

Utah Code § 53G-7-210(2)(d) (2018)
Utah Code § 53-13-105(1)(b)(v) (2022)

6.0200.04 *INADVISABLE USES*

Issue Date: 6/5/97
Updated: 2/8/24

The Board may refuse to permit the use of school property as a civic center if it determines the use interferes with a school function or purpose.

Utah Code § 53G-7-209(3) (2018)

6.0200.05 *POLITICAL SIGNS ON SCHOOL PROPERTY*

Issue Date: 2/8/24

A "political sign" is any sign or document that advocates the election or defeat of a candidate for public office or the approval or defeat of a ballot proposition. Schools and the school district are not required to allow the posting of political signs on school property. However, if the district or a district administrator or their designee posts or permits the posting of a political sign on school property, then the district shall also permit the posting of all other political signs, subject to the same requirements and restrictions. Any requirements or restrictions placed on the posting of political signs must be politically neutral and content neutral.

Approval for posting of a political sign may only be given by a building principal or higher-level administrator, or the designee of such an administrator.

Utah Code § 20A-17-103 (2015)

6.0210 COMMUNITY USE OF SCHOOL FACILITIES: CONDUCT ON SCHOOL PREMISES

6.0210.01 *MODIFIED PUBLIC FORUM*

Issue Date: 1/2/20
GCA

All school buildings have been designated as modified public forums after school hours. However, during school hours all school buildings are dedicated to the sole and exclusive purpose of providing education to school students then attending school. No visitor, whether a student's parents, guardians, or other persons, shall have access to a school unless express permission is granted as provided below.

6.0210.02 *CAMPUS VISITORS*

Issue Date: 1/2/20
GCA

All persons who are not students or District employees who visit or enter upon school property shall report immediately to the school administrative offices for authorization by the Principal or his or her designee to be present at the school.

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

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

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

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

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

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

6.0210.03 *DEFINITIONS*

Issue Date: 6/5/97
Updated: 1/2/20
GCA

For purposes of this provision, “school property” means real property owned or occupied by a school, including real property temporarily occupied for a school activity or program.

Utah Code § 53G-8-603(2)(c) (2018)

6.0210.04 *TRESPASSING*

Issue Date: 6/5/97
Updated: 1/2/20
GCA

The Board, a school official, or an individual with apparent authority to act for a school official may refuse to allow persons having no legitimate business to enter on property under the Board's control and may eject any undesirable person from the property on his or her refusal to leave peaceably on request. Identification may be required of any person on the property.

An individual is guilty of criminal trespass upon school property if the individual does either of the following:

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

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

Criminal trespass on school property is a class B misdemeanor.

Utah Code § 53G-8-603 (2018)

6.0210.05 *DISRUPTIONS*

Issue Date: 1/2/20
GCA

Disruption of classes

No person shall be permitted, on school property, to willfully disrupt, alone or in concert with others, the conduct of classes or other school activities.

Utah Code § 53G-8-603 (2018)

Conduct which disrupts the educational activities of a school includes:

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

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

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

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

Disruption of school operation

No person may disrupt the operation of a school. A person is guilty of disrupting the operation of a school if the person, after being asked to leave by a school official, remains on school property for the purpose of encouraging or creating an unreasonable and substantial disruption or risk of disruption of a class, activity, program, or other function of a school.

Utah Code § 76-9-106 (1992)

Examples of disrupting operation of a school include:

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

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

Disruption of meeting or gathering

No person may disrupt a lawful meeting or gathering on the property of any school in the District. A person is guilty of disrupting a meeting if, intending to prevent or disrupt a lawful meeting or gathering, he or she obstructs or interferes with the meeting or gathering by physical action, verbal utterance, or any other means.

Utah Code § 76-9-103 (1973)

6.0210.06 *INTOXICANTS*

Issue Date: 6/5/97
Updated: 1/2/20
GCA

Except as approved by the Board as part of the curriculum, no person may possess any intoxicating beverage for consumption, sale, or distribution, or be under the influence of alcohol while on the grounds or in a building of any school in the District or while entering or inside any building, park or stadium which are being used for an activity sponsored by or through any part of the District.

Utah Code § 53G-8-602 (2018)
Utah Code § 76-9-701 (2017)

6.0210.07 *WEAPONS OR DANGEROUS MATERIALS*

Issue Date: 6/5/97
Updated: 1/2/20

GCA

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

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

Utah Code § 76-10-523 (2019)

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

Utah Code § 53-5-704 (2013)
Utah Code § 53-5-705 (2010)
Utah Code § 53-5-710(2) (2017)

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

"On or about school premises" means in or on the grounds of any District school. However, possession on or about school premises is permissible if the possession is at the person's place of residence, on the person's real property, or in a vehicle lawfully under the person's control (other than a vehicle owned by the school or used for the transport of students).

Possession of a dangerous weapon on or about school premises is a class B misdemeanor. Possession of a firearm on or about school premises is a class A misdemeanor.

Utah Code § 76-10-505.5 (2013)

No person shall possess an explosive, chemical, or incendiary device or parts, as defined in Utah Code § 76-10-306, dangerous to persons or property on any District property or in those parts of a building, park, stadium or other structure which are being used for an activity sponsored by or through the District. Unlawful possession of the items or materials in the circumstances prohibited by this section is a criminal offense punishable under state law.

Utah Code § 76-10-306 (2010)

6.0210.08 *RESTRICTIONS ON USE OF ELECTRONIC DEVICES*

Issue Date: 1/2/20
GCA

The following definitions apply for this section.

1. "Electronic device" means a device that is used for audio, video, or text communication or any other type of computer or computer-like instrument including:

   a. a smart phone

   b. a smart or electronic watch;

   c. a tablet; or

   d. a virtual reality device.

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

3. “Inappropriate matter” means pornographic or indecent material as defined in Utah Code § 76-5c-208.

Utah Admin. Rules R277-495-2(2), (3), (4) (April 8, 2019)
Utah Admin. Rules R277-495-4(1)(a) (April 8, 2019)

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

Utah Admin. Rules R277-495-4(1)(c), (3)(a) (April 8, 2019)
Utah Code § 76-5c-208

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

Utah Admin. Rules R277-495-4(4)(a) (April 8, 2019)
Utah Code § 77-23a-4 (2011)

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

Utah Admin. Rules R277-495-4(1)(b) (April 8, 2019)

6.0210.09 *CONVICTED SEX OFFENDERS ON SCHOOL PROPERTY*

Issue Dates: 10/3/2024

Statement of Purpose

The Duchesne County School District Board of Education is authorized by Utah law to own and operate the property, to make and enforce rules for the control and management of the District schools, and to "do all other things necessary for the maintenance, prosperity, and success of the schools." Although District property is publicly owned, District schools are not simply open to the public. The Board is able to regulate public access to schools and school property. The Utah Criminal Code defines certain sexual offenses against children, and the Utah Code of Criminal Procedure requires the Utah Department of Corrections to develop, operate, and maintain a registry of persons who have been convicted of those offenses. The Duchesne County School District Board of Education finds that conviction of a sexual offense against a child is incompatible with access to school property and school children, regardless of whether sentences have been served or probations have ended. The purpose of this policy is to regulate the access of persons who have been convicted of sexual offenses against children to school property and school children.

Parental Access for Sex Offenders

1. Pursuant to Utah law, schools are protected areas, and individuals identified as sex offenders (those required to register with the state due to a conviction for a sexual offense against a child) are not allowed to be in a protected area on foot or in a vehicle except in circumstances where a sex offender must be present in order to carry out necessary parental responsibilities. As such, adult sex offenders shall not be allowed on school property for any reason during the school day or during school-sponsored or school-related activities other than in the following circumstances where a parent or legal guardian's presence is required:

A. student registration:

B. parent-teacher conferences;

C. a scheduled meeting to consider a student's Individualized Education Plan (IEP) or Section 504 Plan;

D. to sign paperwork or provide information to the school needed for a service or program;

E. to check out a student from school as needed;

F. a medical or health-related emergency: or

G. in other circumstances in which the school requires the presence of the parent.

2. Necessary parental responsibilities do not include attendance at school programs, performances, sporting events, school assemblies, graduation ceremonies, or any other curricular or extracurricular activities where the parent's presence is not required. Under no circumstances are sex offenders to be allowed to volunteer in schools or for school activities, whether the contemplated volunteer service would be supervised or unsupervised.

3. Any sex offender who desires access to school property to carry out non-necessary parental responsibilities during a school-sponsored or school-related activity must first contact the administration of the school to request permission to enter the school property. If permission is granted, the individual may be supervised by school administration or a designee who may remain within eyesight of the sex offender at all times while on campus or during the activity.

4. If a principal identifies a parent or legal guardian of a student in the school, or an individual whom the parent or legal guardian of a student has authorized to have access to the student at school, as a registered sex offender, school administrators may send the individual a copy of this policy and a letter which states:

> I have received information that you are on the state sex offender registry. Enclosed please find a copy of the policy of the Board of Education. Although the school encourages you to support your child's education, pursuant to state statute, you are not allowed to enter onto school property except in circumstances where your presence is required to carry out necessary parental responsibilities or express permission has been granted by the school administration. Prior to coming to the school, however, you are required to make an appointment with the school administration. Someone from the school administration or someone assigned by the administration may remain within eyesight of you at all times while on campus or at the activity. Failure to comply with the direction of this letter may result in a criminal charge of trespass or other penalties prescribed by Utah State law.

5. Students who are sex offenders shall communicate with the Office of Prevention and Student Placement before registering or attending school each year. A student behavior plan, student contract, alternative placement, and/or other conditions or restrictions may be imposed on the student while attending school.

6. As per state law, sex offender registry information shall not be publicized or used to harass or threaten sex offenders or members of their families.

Utah Code, 53G-4-402. Utah Code, 77-27-21.7

6.0211 STUDENT CONDUCT: MODIFIED PUBLIC FORUM

6.0211.01 *MODIFIED PUBLIC FORUM*

Issue Date: 6/5/97

All school buildings have been designated as modified public forums after school hours. However, during school hours all school buildings are dedicated to the sole and exclusive purpose of providing education to school students then attending school. No person visiting the schools shall have access to the schools unless express permission is granted as provided below.

6.0211.02 *NOTICE TO SCHOOL PRINCIPAL AND PERMISSION TO ATTEND*

Issue Date: 6/5/97

All parents, guardians, or other persons who have any business to conduct on school property during school hours must check in at the school principal's office and obtain express permission from the principal or other school administrator/designee to be present on school premises during school hours. In the absence of express permission, all visitors to the school are deemed to be trespassers on school property and subject to immediate removal by the District.

6.0220 POLITICAL PARTY USE OF SCHOOL MEETING FACILITIES

6.0220.01 *MEETING FACILITY USE BY POLITICAL PARTIES*

Issue Date: 12/12/19
GCD

Meeting facilities in District buildings are available for use by registered political parties subject to compliance with the requirements and conditions of this policy.

Utah Code § 20A-8-404(1) (2019)

Scheduling requirements

A political party desiring to use meeting facilities in a District building must request the use before 5:00 p.m. no later than 30 days in advance of the proposed use. The request shall be denied if the meeting facility is already scheduled for another purpose at the time of the requested use by the political party. Each District employee responsible for scheduling the use of buildings with meeting facilities shall, to the extent possible, avoid scheduling an event in such buildings on the same evening as an announced party caucus meeting.

Utah Code § 20A-8-404(1), (4) (2019)

Fees for meeting facility use by political parties

The political party shall pay the District the actual costs incurred by the District for custodial services to clean the meeting facilities after the political party's use. In addition, the political party shall pay the District the actual cost of any services requested by the political party and provided by the District.

Utah Code § 20A-8-404(3) (2019)

Duties of school principal

The Principal, subject to approval of the Superintendent, shall coordinate the use of school meeting facilities and shall also be responsible for collection of monies, notification of personnel involved (custodian, lunch manager, or technician), and the determination of eligibility for use of the facilities under this policy.

Supervision

The principal shall be responsible for adequate supervision of the school during meeting facility use. Any political party using school meeting facilities shall provide adult supervision adequate to maintain order and prevent the destruction of school property. Facilities shall not be available at the time of use unless the supervisor or supervisors are present as agreed. At the time of scheduling, arrangements shall be made for adequate supervision. School supervision shall consist of a minimum of one custodian to care for the interest of the District and its property, but the political party may not be charged for the custodian's service other than as provided for above. In the absence of the principal, the custodian shall be in complete charge of the meeting facilities.

Standards of Behavior

Tobacco, intoxicating drinks, and boisterous conduct are expressly prohibited. The following will not be tolerated and are expressly prohibited by the Board:

1. vandalism;
2. use without consent, or abuse of school furniture or other school property; and,
3. misappropriation or abuse of books, supplies, or athletic equipment belonging to the school or to its students.

6.0230 USE OF SCHOOL FACILITIES

6.0230.01 *BOARD POLICY*

Issue date: 96/97
Updated: 2/8/24

In accordance with established school laws, the Board authorizes, on condition, the use of school facilities for other than school purposes, providing that law permits the contemplated use, and that it is not contrary to the best interest of students in the District.

6.0230.02 *RENTAL OF SCHOOL FACILITIES*

Issue date: 96/97
Update: 2/8/24

The rental of school facilities for other than school use shall be according to the following guidelines:

1. Duties of School Principal

    a. The principal, subject to approval of the Superintendent, shall allow occasional use of school facilities and shall also be responsible for collection of monies, notification of personnel involved (custodian, lunch manager, or technician), and the determination of free and occasional use of the building according to policy.

Supervision and Use of Equipment, Building, and Grounds

    b. The principal shall be responsible for adequate supervision of the school during rental hours. Any non-school group occupying school property shall provide adult supervision adequate to maintain order and prevent the destruction of school property. Facilities shall not be available at the time of use unless the supervisor or supervisors are present as agreed.

    c. At the time of rental, arrangements shall be made for adequate supervision. School supervision shall consist of a minimum of one custodian to care for the interest of the District and its property. In the absence of the principal, the custodian shall be in complete charge of the building and grounds.

    d. Arrangements for adequate supervision shall be made in keeping with the use of which the rental is made to ensure proper conduct in and around the building and the proper care of the school and its equipment.

6.0231 USE OF SCHOOL FACILITIES: RENTAL

6.0231.01 *PROCEDURES FOR RENTAL*

Issue date: 96/97
Updated: 2/8/24

The following procedures apply to rental of school buildings:

1. Application for rental will be made through the principal of the school.

Rental rates will be determined according to the rental rate as approved by the Board.

Payments will be collected by the principal, recorded, and sent to the District office with a copy of the original application.

Personnel charges will be added according to the rates listed on the rental schedule.

The principal shall keep on file all applications for use of building or grounds.

The principal shall keep on file a report of all rental agreements of buildings grounds.

Commercial (For-Profit) entities, persons, or organizations using any part of District properties are required to obtain public liability insurance covering in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate. (This provision (8) can only be waived in writing by the Board of Education.) A Hold Harmless Agreement shall also be executed.

6.0231.02 *BUILDING RENTAL AGREEMENT*

Issue date: 96/97
Updated: 2/8/24

District facilities are rented subject to the following conditions and all other conditions as specified in the policies and procedures of the Board.

1. The District may refuse to permit the use of school property if it determines the use interferes with a school function or purpose.

2. The use of alcohol, tobacco, or illegal drugs in any form will not be permitted in district facilities or on district property. In accordance with Utah Code Ann. 53A-11-903 (2) (a), tobacco and other drugs and/or paraphernalia, intoxicating drinks, and boisterous conduct are expressly prohibited on and within 1,000 feet of school property. No person shall possess a dangerous weapon except those exempt by law. All school and district policies will be enforced.

3. All fees (including security deposit if applicable) must be submitted with the application. If additional charges are levied by the school or district, they are due within 10 days of being invoiced.

4. All rental time shall be computed from the time of the requested opening to the closing of the doors. Closing time shall be the time when all persons associated with the rental have left the building/facility.

5. It is agreed and understood that the lessee and all persons attending the function shall confine themselves to the area of District facilities specified in the Building Rental Agreement/Permit. All Building Rental Agreements/Permits are for specific facilities and hours. It is the responsibility of the lessee to see that unauthorized portions of the properties are not used and the premises are vacated as scheduled. School officials may refuse to allow persons having no legitimate business to enter the property and may eject any undesirable person according to trespassing laws. *(53G-8-603)*

6. A representative of the school district, herein referred to as the Building Supervisor, will be present on school property the entire time period whenever an authorized function is taking place, will secure the building, and will report violations.

7. Lessee must provide sufficient supervision and these individuals will be on the premises during the entire rental period. These Lessee designated supervisors shall be responsible for ensuring that all building rental rules, regulations, and laws are adhered to by participants and those attending; any violations will be reported to the building supervisor. If Supervision cannot be assigned, the building WILL NOT be rented.

8. If the event is sufficient in size, extra district personnel may be assigned and an hourly rate may be added to fees at the discretion of the principal or principal's designee. See the fee schedule for the current rate.

9. A food service employee approved by the Food Service Supervisor must be present any time a kitchen is rented.

10. Users will show respect for the building and its furnishings. The facility will be left in a clean and orderly fashion when the group leaves with the lights off and doors locked. Users will be financially responsible for any damage to the facility. Additional fees may be levied equal to the actual replacement, repair, or clean-up cost for any loss, damage, or condition resulting from any activity above normal wear and tear. Any custodial clean-up above normal wear and tear may be billed at one and a half times the regular rate.

11. It is expressly agreed and understood that all applicable governmental laws and ordinances and all rules and regulations of the Board of Education of the Duchesne County School District shall be complied with fully and strictly by the lessee and by all persons attending the function. Whenever the rules and regulations have been violated, the school may revoke the permit to use the facilities and refuse to consider future Building Rental Agreements/Permits.

    a. State law requires any groups using school facilities to allow participants of said activities to wear religious clothing. This includes students wearing athletic uniforms. Utah Code 53G-7-802

12. Schools and the school district are not required to allow the posting of political signs on school property.

13. DCSD and area schools will NOT be responsible for any accident or injury incurred during the rental period. The applicant or organization will assume all responsibility for any accident and adequate insurance for specific events. Immediate notification will be given to the Building Supervisor of any conduct or circumstances that bring about an injury to persons or property, describing the injury or damage to property, stating the time and place the injury or damage occurred, and stating the names of all persons involved.

14. Persons or organizations using District facilities, including stage or stage equipment, shall not remove or displace furniture or apparatus including lights, curtains, ceiling balance, counterweights system, or switchboard except when under the direct supervision of the designated school employee. When the stage is to be used, full details of equipment and personnel needed must be furnished with the applications.

15. Food and beverages are allowed only in designated areas. Food and beverages are not allowed in classrooms, auditoriums, libraries, or computer labs.

16. Restrooms will be used properly.

17. Children will be supervised by parents/guardians.

18. Gym users must comply with footwear restrictions as designated by the school administration.

19. All functions shall close by 10:30 p.m. unless special permission is secured in advance from the principal or designee.

20. The permit holder and those working with the function must familiarize themselves with the fire exits and the location of fire extinguishers. Exits must not be blocked. Chairs and tables should not exceed the limits of the space and should not be placed in aisles or doorways. If extension cords are used, they must not pose a safety hazard that would cause someone to trip or fall.

21. This agreement may not be changed except by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

22. The District Building Use Policy is incorporated herein, and whenever applicable is contractual as a part of this Agreement as is set forth verbatim.

23. The applicant or organization will be responsible for setting up and putting away any special equipment. All non-school property is to be removed at the end of the rental period.

24. The facility will be left in a clean and orderly fashion when the group leaves with the lights off and doors locked.

25. Commercial (For-Profit) entities, persons, or organizations using any part of District properties are required to obtain public liability insurance covering in the amount of

$1,000,000 per occurrence and $2,000,000 general aggregate. Lessees and/or persons attending the function are not covered by District insurance. In some circumstances, a rider may be added to an individual's homeowner's insurance. Groups or individuals work directly with an insurance provider to obtain a Certificate of Insurance. The Certificate of Insurance must list Duchesne County School District as the insured or as an additional insured on the Certificate.

DUCHESNE COUNTY SCHOOL DISTRICT INDEMNITY AGREEMENT

Indemnity

I, the undersigned, on behalf of myself and my organization/group/company, understand that we, the lessee and all of the lessee's officers, directors, employees, and associates, agree to assume full and complete responsibility and liability for any meeting, function or activity conducted on the Duchesne County School District (District) facilities pursuant to this Building Rental Application/Permit and that the Board of Education of the Duchesne County School District, and its members, officers, employees, and agents, assume no liability arising out of the rental or use of the District facilities by lessee or by the parties for whom this Building Rental Application/Permit is made, or by any persons attending the function, meeting or activity, nor for any failure of such party or parties to obtain the necessary licenses or permits, nor for any violation of any such party or parties of any applicable laws and ordinances.

We further understand that we, the lessee, and all of the lessee's officers, directors, employees, and associates, undertake and agree to ***indemnify and HOLD The Board of Education of the Duchesne County School District, together with its officers, directors, employees, representatives, and agents, FREE AND HARMLESS FROM AND AGAINST ANY AND ALL*** losses, claims, liens, demands, and causes of action of every kind and character arising in favor of any third party, including governmental agencies or bodies, on account of claims, debts, personal injuries, death or damages to property (including property of the Board of Education of the Duchesne County School District), and at the option of the Duchesne County School District defend the District and any and all of its board, officers, directors, agents, representatives, employees, assigns, affiliates, and successors in interest from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any of my or my group's employees, agents, and volunteers, or damage or destruction to any property of either party to this agreement, or third persons in any manner arising by reason of or incident to utilization of any District facility or property (whether real or personal) on the part of the employees, agents, affiliates, representatives, patrons, residents, and individuals in any way connected with the use of the District's facilities and property.

The lessee and its officers, directors, employees, and associates hereby agree to promptly pay to the Board of Education of the Duchesne County School District just compensation for any damage, injury, or destruction to any school property, including personal property and school facilities, caused by lessee or any of lessee's officers, directors, employees, representatives and agents, or by any person or persons attending the meeting, function or activity for which this Building Rental Application/Permit is made.

6.0232 USE OF SCHOOL FACILITIES: ACCESS

6.0232.01 *BUILDING SECURITY*

Issue date: 96/97
Updated: 2/8/24

CFA

The superintendent and principals shall have the responsibility for building security and the issuing of keys subject to the following guidelines:

6.0232.02 *BUILDING ACCESS*

Issue date: 96/97
Updated: 2/8/24
CFA

1. Keys will be issued to each employee based on their responsibilities.

2. To facilitate proper building security, a selected door in each school will be keyed for teachers and employees for after hour use. This door will be one of the entry/exit doors on alarmed buildings.

3. All employees are to sign when checking a key in or out and will be given an authorization slip properly signed by the principal.

4. No master key shall be issued to, or used by, other than District authorized personnel.

5. Each administrator is responsible for designating hours for building use after school and during weekends and holidays. Administrators shall also inform personnel of procedures regarding alarms.

6. Employees who copy a key or disregard this policy, or who do not follow this policy will be subject to disciplinary action or termination.

7. Students shall not be issued keys or allowed in a building without adult employee supervision.

8. Keys are to be issued to members of the community, club or organization only if absolutely necessary, and only if all rental agreements are signed.

9. The District will be notified immediately whenever it is discovered that a school key is lost or stolen.

6.0233 USE OF SCHOOL FACILITIES: EMPLOYEE USE OF SCHOOL PROPERTY

6.0233.01 *USE OF SCHOOL PROPERTY*

Issue date: 96/97
Updated: 2/8/24
CFB

The following guidelines shall govern use of school facilities and property:

1. The Principal may authorize the use of school property at the school for community service provided it is used only by authorized school personnel or approved personnel.

2. Property of one school may be loaned to another school of the District provided arrangements are made between the principals involved.

3. School property shall not be used by individuals for private commercial purposes at any time and may not be used for private use except as specifically permitted in this policy.

Utah Code § 76-8-402(2) (2019)

6.0233.02 *USE OF SCHOOL PROPERTY FOR PRIVATE PURPOSES*

Issue date: 96/97
Updated: 2/8/24
CFB

The following guidelines govern the use of school property for private purposes by District personnel:

1. District personnel are to possess and use school property primarily to fulfill their duties as an employee of the District.

2. District personnel may also make incidental use of school property for personal matters if the value provided to the District by the employee's use of the property in fulfilling the employee's work duties substantially outweighs the personal benefit received by the employee from personal use.

3. Specific guidelines for incidental personal use of school property shall be established by the supervisor of the employee using the school property and consistent with the guidelines of this policy.

Utah Code § 76-8-402(1), (2) (2019)

6.0233.03 *OFFICE MACHINES*

Issue date: 96/97
Updated: 2/8/24
DFB

The following guidelines govern the use of office machines by school employees:

1. As a convenience, personal copies from copy machines may be made by school employees by paying the standard rate approved by the District. That standard rate should be similar to commercial rates in the area and the service will be provided only to employees.

2. The laminating machines that are owned by the District may be used by District personnel for personal use provided costs of the materials are paid and authorization is given by the administrator responsible for the equipment.

3. Employees whose regular job requires them to use District computers may use those computers for personal use after regular working hours, consistent with guidelines and restrictions that may be established by District Information Technology personnel and Policies DMA, DMB, and DMC. Computer media used for personal data should either be supplied by the employee or purchased from the District.

4. Portable computers furnished by the District for employee use may be checked out for a specified time through the checkout procedure established by the Principal.

6.0240 SMALL UNMANNED AIRCRAFT SYSTEMS (SUAS)

6.0240.01 *BOARD POLICY*

Issue Date: 4/13/23

1. The Board of Education is committed to compliance with federal, state, and local laws and regulations for the use of small unmanned aircraft systems (sUAS) for any purpose or by any person on Duchesne County School District property.

2. The Board also recognizes the responsibility to reduce risks to safety, security, and privacy for the authorization and operation of sUAS for teaching and outreach purposes on District property.

3. The Board authorizes the Superintendent and District Administration to establish administrative regulations consistent with this policy, subject to review and approval of the Board.

6.0240.02 *DEFINITIONS*

Issue: 4/13/23

1. "Pilot command" (pilot): in the sole person responsible for operation and safety of the sUAS or drone.

2. "Small Unmanned Aircraft System" (sUAS): means an aircraft that weighs less than 55 pounds, including all appurtenances, and that is operated for commercial or educational purposes, without the possibility of direct human intervention from within or on the aircraft.

3. "Visual line-of-sight" (VLOS): means the remote pilot in command, must be able to see the sUAS without obstruction unaided by any device other than corrective lenses.

4. "Weapons" as used in this policy means a firearm as described in Utah Code §76-10-501; or an object that in the manner of the object's use or intended use is capable of causing death, bodily injury, or damage to property.

6.0240.03 *PRIOR PERMISSIONS REQUIRED; SAFE OPERATION OF SUAS; SUAS USE ON SCHOOL PROPERTY*

Issue: 4/13/23

Prior Permissions Required:

1. Request for permission to operate a sUAS on school district property directly related to an instructional purpose must be approved by the building principal.

2. Request for permission to operate a sUAS on school district property for a non-instructional purpose must be approved through District Risk Management.

3. Schools or District facilities within five (5) nautical miles of an airport must obtain approval from air traffic control each time before operating a drone on school district property or operate under a letter of agreement approved by the airport.

6.0240.04 *SAFE OPERATIONS OF SUAS*

Issue: 4/13/23

1. sUAS pilots in command shall:

    a. comply with and follow safety guidelines outlined in the FAA Advisory circular 107-2, including sUAS registration with the FAA;

    b. complete a preflight check of the sUAS to ensure it is in safe condition for flight;

    c. operate the sUAS only during daylight hours and only in good weather conditions;

    d. operate the sUAS at or below 400 feet and remain clear of surrounding obstacles;

    e. operate the sUAS within VLOS at all times;

    f. operate the sUAS away from power lines, railways, or wildfires; and

    g. operate the sUAS clear of and not interfere with other aircraft.

2. A sUAS may not be operated over any person not directly participating in the operation, not under a covered structure, and not inside a covered stationary vehicle.

3. A sUAS may not be operated from a moving aircraft or a moving vehicle.

4. A sUAS may not carry a weapon or hazardous materials.

5. A sUAS pilot in command shall immediately report injuries and destruction of property related to the use of a sUAS on school property to his/her immediate supervisor and District Risk Management.

6.0240.05 *SUAS ON SCHOOL PROPERTY*

Issue: 4/13/23

1. A District employee operating a sUAS on school district property must be conversant and follow all federal, state, local laws, regulations and policies governing the operation of sUAS.

2. A student attending a District high school may operate a sUAS on school district property as part of a class explicitly designed for this purpose under the direct supervision of a District employee.

3. A sUAS may not be used during a Utah High School Activities Association (UHSAA) competition.

6.0240.06 *UNAUTHORIZED USE*

Issue: 4/13/23

1. A District employee shall refuse admission or entry to anyone attempting to use an unauthorized sUAS on school district property during school hours or during a school-sponsored activity; and if necessary, shall remove anyone attempting to use an unauthorized drone and/or confiscate the sUAS and report the incident to the District's Risk Manager.

6.0300 RELATIONS WITH PARENTS / COMMUNITY GROUPS

6.0300.01 *RELATIONS WITH PARENT/COMMUNITY GROUPS*

Issue Date: 6/5/97

For purposes of this policy, all student booster groups, parent booster groups or other community groups whose aims or goals include in part furthering the District shall be referred to as "Community Support Groups."

In the absence of a specific written authorization by the Superintendent, no community support organization is authorized to act on behalf or represent the District. All activities of Community Support Groups, unless otherwise specifically authorized and recognized in writing, do not act for or on behalf of the District. Any implication of actual or apparent agency of such Community Support Groups to act on behalf of the District is hereby negated and specifically rejected.

6.0300.02 *PARENTAL INVOLVEMENT IN THE SCHOOL*

Issue Date: 12/12/19
GCBA

The involvement of parents in the education of children directly affects the success of their children's educational efforts. It is District policy that teachers and administrators should facilitate the active involvement of parents in the education of their children. Teachers and administrators shall communicate with the parents of children with regard to whom the teachers and administrators have responsibility by (a) maintaining a means of answering telephone calls or receiving visits from parents during the school day at times mutually agreed upon by parents and school personnel; (b) conducting parent-teacher-student conferences at regular intervals and conducting additional conferences when requested to the extent permitted by available time within the school day and by other responsibilities; (c) informing parents of resources in the community, including groups and organizations that may provide instruction and training to parents to help improve their children's academic success and support their academic efforts; and (d) encouraging attendance by parents at school events in which parent participation is appropriate.

Utah Code § 53E-2-303 (2019)

6.0310 PARENT RIGHTS TO ACADEMIC ACCOMMODATIONS

6.0310.01 *PARENT RIGHTS TO ACADEMIC ACCOMMODATIONS*

Issue Date: 12/12/19
GCE

Meaning of "reasonably accommodate"

As used in this policy, "reasonably accommodate" means that a school shall make its best effort to enable a parent to exercise a right identified in this policy (1) without substantial impact to staff and resources, including employee working conditions, safety and supervision on school premises and for school activities, and the efficient allocation of expenditures; and (2) while balancing (a) parental rights, (b) the educational needs of other students, (c) academic and behavioral impacts to a classroom, (d) teacher workload, and (e) the need to assure safe and efficient school operation.

In determining whether a parental request will be accommodated in a particular instance, each of the above-listed factors should be considered.

Utah Code § 53G-6-801(2) (2019)

Parent rights to academic accommodations

The District recognizes that a student's parent is the primary person responsible for the education of the student, and the state is in a secondary and supportive role to the parent. As such, a student's parent has the right to reasonable academic accommodations from the student's school as specified in this policy. The listing of rights in this policy is not meant to be exhaustive, and a student's parent, as a user of the public education system, may have other rights or be entitled to other accommodations. Whether under this policy or otherwise, each requested accommodation shall be considered on an individual basis and no student shall be considered to a greater or lesser degree than any other student. An accommodation may only be provided if the accommodation is consistent with federal law and, if the student has an Individualized Education Program ("IEP"), is consistent with the IEP.

Utah Code § 53G-6-803(1) (2019)

Academic accommodations

Each school in the District shall reasonably accommodate the request of a student's parent:

1. made in writing to retain a student in kindergarten through grade 8 on grade level based on the student's academic ability or social, emotional, or physical maturity;

2. regarding initial selection of a teacher or request for a change of teacher;

3. to visit and observe any class the student attends;

4. made in writing to place a student in a specialized class, a specialized program, or an advanced course (the school shall consider multiple academic data points when considering this requested accommodation); and

to meet with a teacher at a mutually agreeable time if the parent is unable to attend a regularly scheduled parent teacher conference (see Policy EFA regarding parent-teacher conferences).

Utah Code § 53G-6-803(2)-(4), (6), (8) (2019)

Parent rights regarding alternative credit and testing

Students shall be allowed, consistent with requirements of the State Board of Education, to earn course credit toward high school graduation without completing a course in school by either testing out of the course or demonstrating competency in course standards.

Utah Code § 53G-6-803(7) (2019)

Parent rights regarding assessments

At the request of a parent, a student shall be excused from taking such assessments as provided for in regulations issued by the Utah State Board of Education and according to the procedures in those regulations. Schools may not require procedures to be excused from assessments in addition to the procedures established by State Board regulations. Schools may not provide a nonacademic reward to a student for taking assessments that are included in the list of assessments established by the State Board as assessments from which students may be excused.

Utah Code § 53G-6-803(9) (2019)

Parent rights regarding student absences

A school shall record an excused absence for a scheduled family event or a scheduled proactive visit to a health care provider if (1) the parent submits a written statement at least one school day before the scheduled absence and (2) the student agrees to make up course work for school days missed for the scheduled absence in accordance with District policy.

Utah Code § 53G-6-803(5) (2019)

Parent rights regarding student discipline

As required by Policy FHA, parents will be provided a copy of that policy (which is the student conduct and discipline policy) and shall acknowledge by signature receiving the policy. When a student is suspended for any period of time or is recommended for expulsion, the student's parent shall be provided notice of the violation or violations upon which disciplinary action is to be based and shall have an opportunity to respond as set forth in Policy FHA.

Utah Code § 53G-6-803(10) (2019)

Notice of parent rights

Each student's parent shall be given annual notice of the parental rights and school responsibilities under this policy. This notice may be given by posting it on the District or school web site or through other means of electronic communication.

Utah Code § 53G-6-802 (2019)

6.0300.03 *USE OF DISTRICT NAME OR INSIGNIA*

Issue Date: 6/5/97

In addition, no organization shall be entitled to use any District insignia, designation or name without the express written permission of the District. All written material listing or using in any representative capacity, a District or individual school name, must also contain a disclosure that the association or entity does not act on behalf of the District unless written permission has been granted by the District to do so.

6.0300.04 *VOLUNTEER WORKERS*

Issue Date: 6/5/97

An individual volunteer worker who has been retained by a Community Support Group does not have any authority to bind the District or to represent or act on behalf of the District unless otherwise specifically indicated in writing by the Superintendent.

6.0300.05 *LIABILITY INSURANCE*

Issue Date: 6/5/97

No individual, corporation or association or other entity, shall be covered under the District's insurance policies and/or State Risk Management policies unless State Risk Management has specifically undertaken responsibility for such activities. All persons who are solicited and undertake to perform services at the request of a Community support Group, should look solely to that Community Support Group for any insurance coverage or coverage of risks.

6.0300.06 *DISCIPLINE PROBLEM*

Issue Date: 6/5/97

In the even that a volunteer of a Community Support Group undertakes to perform services on behalf of the District at the request of the Community Support Group, such volunteer shall report all discipline problems to the District for oversight and correction.

6.0300.07 *COMMUNITY SUPPORT GROUP USE OF SCHOOL*

Issue Date: 6/5/97

A Community Support Group may use the school facilities under the same circumstances and conditions as identified in Policy GC. However, the District may, within its discretion, waive fees for the use of the school building by such Community Support Group.

6.0300.08 *DISTRICT MEDIA POLICY*

Issue Date: 12/12/13

Policy for Public Relations, News Releases and Interviews with News/Media Representatives

Procedure:

1. Every employee of the Duchesne County School District is a member of the District's public relations team. Whether relations with the public be positive or negative will depend upon how each employee presents themselves to the public.

2. It behooves every employee to present themselves in a positive way in every contact with the public.

3. Employees are encouraged to make the public aware of their programs, and news releases are a good means of doing this. When employees submit news releases to the news media, they shall provide their respective principal and the Superintendent a copy prior to publication.

4. Employees must receive prior approval by the Superintendent or his designee prior to representing the school district or a district school in any interview with news/media representatives.

5. The Superintendent will designate one district employee to act as the district spokesperson. The district spokesperson will be the first contact for all news/media representatives.

6. Any district employee who receives a media inquiry regarding the school district or matters within the authority of the school district is required to refer such inquiries to the district spokesperson.

6.0300.09 *COMMUNITY RESOURCES*

Issue Date: 12/11/14

The Board recognizes that the public has substantial resources of training and experience that could be useful to schools. The strength of the local District is in large measure determined by the manner and degree to which these resources are utilized in an advisory capacity and to the degree that these resources are involved in supporting the improvement of the local educational program.

The advice of the public will be given careful consideration. In the evaluation of such contributions, the first concern will be for the educational program as it affects the students. The final decision may depart from this advice when in the judgment of the staff and the Board such advice is not consistent with goals adopted by the Board, consistent with current educational practice, or within the reach of the financial resources available.

6.0300.10 *ANIMALS ON SCHOOL PREMISES*

Issue Date: 5/12/16
Updated: 12/12/19
GCF

Animals Permitted Only Pursuant to this Policy

Privately owned animals are only permitted on school premises with written consent from the principal or superintendent or designee except as specified by this policy.

Definitions

The following definitions apply in this policy:

1. "Service animal." A dog that is individually trained to do work or perform tasks for the benefit of a person with a disability. The work or tasks performed by the service animal must be directly related to the person's disability and do not include providing emotional support, well-being, comfort, or companionship.

28 CFR § 35.104

"Disability." Disability is defined or determined according to the provisions of the Americans With Disabilities Act ("ADA"), the Individuals With Disabilities Education Act ("IDEA"), and Section 504 of the Rehabilitation Act ("Section 504"), together with implementing regulations.

"Direct threat." A significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices, or procedures or by the provision of auxiliary aids or services.

28 CFR § 35.104

"Emotional support animal." A domesticated animal other than a non-human primate that is individually necessary for the emotional support, well-being, comfort, or companionship of an individual with a disability. The tasks performed by the animal must be directly related to the individual's disability.

General Standards Regarding Animals Serving Individuals With Disabilities

The District is committed to providing equal access for individuals with disabilities to its programs, services, and activities, including access for service animals assisting those individuals, as required by applicable laws and regulations. While the District may establish safety requirements as needed for safe operation of its services, programs, or activities, it recognizes that such requirements must be based on actual risks and may not be based on speculation, stereotypes, or generalizations about people with disabilities.

Service Animals

The use of service animals by individuals with disabilities shall be allowed on all portions of school premises where the individual would be permitted as a member of the public, an employee, or student, as applicable, subject to the following:

1. The individual may be required to remove the animal from the premises if:

a. The animal is out of control and the animal's handler does not take effective action to control it; or

b. The animal is not properly housebroken.

2. The school is not responsible for the care or supervision of the animal.

3. The animal must be under the handler's control. This means a harness, leash, tether, voice control, signals, or other effective means of control.

4. Except in circumstances where the animal's training and function is immediately apparent, the school may ask (1) if the animal is required because of a disability and (2) what work or task the animal is trained to perform. The school may not ask about the nature or extent of the individual's disability and may not require documentation establishing that the animal is trained as a service animal.

5. The school shall not impose any fee or charge regarding service animals' presence on school premises; however, in instances where individuals may be charged for damage to school property, charges may be made for damage to school property caused by service animals.

28 CFR § 35.136
Utah Code § 62A-5b-104(3) (2019)

Service Animals In Training

An individual who does not have a disability may be accompanied by a dog in training to become a service animal or to become a police service canine, subject to the requirements and standards relating to service animals outlined above.

Utah Code § 62A-5b-104(2) (2019)

An individual accompanied by a dog in training is liable for any loss or damage the dog causes to the school premises.

Utah Code § 62A-5b-104(3) (2019)

Miniature Horses

The District shall make reasonable modifications to its policies, practices, or procedures to permit the use of a miniature horse by an individual with a disability if the horse has been individually trained to do work or perform tasks for the individual with the disability, subject to the requirements and standards relating to service animals outlined above. In determining whether the District's policies, practices, or procedures can be reasonably modified to permit this use, the school shall consider:

1. The type, size, and weight of the miniature horse and whether the school can accommodate these features;

2. Whether the handler has sufficient control of the horse;

3. Whether the horse is housebroken; and

4. Whether the horse's presence in the school compromises legitimate safety requirements necessary for safe school operation.

28 CFR § 35.136(i)

Emotional Support Animals

The use of an emotional support animal (or "comfort animal") is considered a request for a reasonable accommodation under the ADA or Section 504. Such a request must be supported by recent, reliable, objective medical documentation. In addition, documentation may be required to address legitimate safety requirements necessary for the safe operation of the school's programs, services, or activities. Only domesticated animals will be considered as emotional support animals. The use of emotional support animals on school premises is also subject to the requirements and standards relating to service animals outlined above except for the limitation on inquiries.

Evaluation Prior to Denial

To the extent possible, before denying access to an animal asserted to be a service animal, service animal in training, covered miniature horse, or emotional support animal, District staff shall consult with the District Risk Coordinator and the Risk Coordinator shall consult with State Risk Management and as needed with District legal counsel. If consultation is not possible, District staff shall make the access determination based on this policy and shall thereafter consult.

Questions about the application of this policy to specific circumstances or requests requiring special consideration should be directed to the District Risk Coordinator, District personnel responsible for compliance with law relating to individuals with disabilities, and as needed to District legal counsel

6.0400 RELATIONS WITH COLLEGES AND UNIVERSITIES: TEACHER EDUCATION AND INTERNSHIPS

6.0400.01 *DEFINITIONS*

Issue Date: 6/5/97
Updated: 01/03/19

"Student teacher" means a college student preparing to teach who is assigned a period of guided teaching during which the student assumes increasing responsibility for directing the learning of a group or groups of students over a period of time.

"Intern" means a teacher education student, who, in an advanced stage of preparation, usually as a culminating experience, may be employed in a school setting for a period of up to one year and receive salary proportionate to the service rendered. An intern is supervised primarily by the school system while maintaining a continuing relationship with college personnel and following a planned program designed to produce a demonstrably competent professional.

Utah Admin. Rules R277-509-2 (January 9, 2019)

6.0400.02 *DISTRICT REQUIREMENTS*

Issue Date: 6/5/97
Updated: 01/03/19

The District may not give an unsupervised classroom assignment to a student teacher or intern who has not received a student teacher license or intern license from the State Superintendent. The District shall verify with the State Board of Education that a student teacher or intern has the appropriate licensure. A supervising administrator must be permanently assigned to the building to which an intern is assigned.

Utah Admin. Rules R277-509-3 (January 9, 2019)

6.0500 NAMING OF SCHOOLS/FACILITIES

6.0500.01 *NAMING OF SCHOOLS/FACILITIES*

Issue Date: 3/14/13

It shall be the policy of the Duchesne County School District in naming of new schools, buildings, parts of buildings, rooms or other facilities to do so in a way which will promote the highest values of the District.

1. A committee will be appointed by the Board of Education to recommend the name of a new school, or portion of existing schools. This committee shall consist of a minimum of five of the following individuals: a Board Member, a building administrator, PTA representative, teacher, student leader, community council representative, classified employee representative, local community leader, Curriculum/Assessment or Student Services Director and Director of Facilities. The Curriculum/Assessment Director or Student Services Director will chair this committee.

The committee will consider name recommendations submitted by responsible individuals or groups. The suggested names for schools may reflect general geographic areas, reflect areas of broad general interests or carry the name of prominent local citizens when appropriate. It will be the responsibility of this committee to present to the Board of Education a minimum of three possible names that will be prioritized with the committee's rationale for that prioritization.

The committee will review donations, either cash and/or in kind, and consider the possibility of naming buildings or facilities in the name of the donor. The committee will then present their conclusions to the Board of Education

If the committee is considering naming a facility or part of a facility after the name of an individual, the person for whom the facility is named must be someone who has made a significant contribution to the educational system or community for a minimum of at least ten (10) years and if involved with the school or District as a full-time or part-time employee, paraprofessional or volunteer, the individual under consideration must be retired for at least five years. Individuals not in these categories must be deceased for at least one year before consideration will be given to naming a school facility in his/her memory.

Potential names will be presented to the Board of Education by the committee chairperson as a discussion item in a regular Board meeting. The naming of the school will be placed on the Board agenda as an action item for Board approval during the following regular Board meeting.

6.0600 SCHOOL COMMUNITY COUNCILS

6.0610.01 *SCHOOL COMMUNITY COUNCILS*

Issue Date: 5/12/16
Updated: 11/14/19
GE

Formation of Community Councils

Each school within the District shall, in consultation with the Board of Education, establish a school community council at the school building level.

A school or District administrator may not prohibit or discourage a community council from discussing issues, or offering advice or recommendations, regarding the school and its programs, school district programs, the curriculum, or the community environment for students.

The Board may ask school community councils for information to inform Board decisions and may also ask school community councils to address local issues at the school community council level before bringing those issues to the Board.

The Board shall report approval dates of required plans (listed below) to the State Board of Education.

Utah Code § 53G-7-1202(1)(d), (2) (2019)

Purposes of Community Councils

The purposes of school community councils are to involve parents of students in decision making at the school level, improve the quality of education of students, prudently expend School LAND Trust Program money, and increase public awareness of school trust lands and related land policies, management of the State School Fund, and educational excellence.

Utah Code § 53G-7-1202(2) (2019)

Composition of Councils

Each school community council shall consist of school employees (including the school's principal) and parents of students who are attending the school.

The recommended composition of school community councils for high schools is six (6) parent members and four (4) school employee members (including the principal). The recommended composition of school community councils for other schools is four (4) parent members and two (2) employee members (including the principal). The school community council is not required to have the recommended composition and can by majority vote of a quorum of the council determine how many members the council will have, provided that there are at least two (2) school employee members and there are at least two (2) more parent members than school employee members.

The number of parent members of a school community council who are not educators employed by the school district shall exceed the number of parent members who are educators employed by the school district. If, after an election, the number of parent members who are not educators employed by the school district does not exceed the number of parent members who are educators employed by the school district, the parent members of the school community council shall appoint one or more parent members to the school community council so that the number of parent members who are not educators employed by the school district exceeds the number of parent members who are educators employed by the school district.

Each community council shall elect a chair from its parent members and a vice chair from its parent members or school employee members other than the principal.

Utah Code § 53G-7-1202(4), (5)(j) (2019)

Notice of Available Community Council Positions

At least 10 days before the date of a community council election, the principal of the school, or the principal's designee, shall provide notice to each school, employee, parent, of the opportunity to vote in, and run as a candidate in, the election. The notice shall include:

1. the dates, times, and location of the election;

2. a list of council positions that are up for election;

3. instructions for becoming a candidate for a community council position;

4. the location where a ballot may be cast; and

5. the means by which a ballot may be cast, whether in person, by mail, or by electronic transfer.

At least once per year, on or before October 20, the principal shall post on the school website an invitation to parents to serve on the school community council that includes an explanation of how a parent can directly influence the expenditure of the School LAND Trust Program funds, the dollar amount the school receives each year from that program, a copy or link to the current School Improvement Plan, and if the School LAND Trust Plan and School Improvement Plan have been consolidated into one, a statement to that effect.

Utah Code § 53G-7-1202(5)(c) (2019)
Utah Admin. Rules R277-491-3(1) (December 10, 2018)
Utah Admin. Rules R277-491-4(2) (December 10, 2018)

Selection of School Employee Members

The principal shall serve as an ex officio member with full voting privileges. A school administrator may not serve as chair or vice chair of the school community council.

Employee members shall be elected by secret ballot by a majority vote of the school employees. The employee member election shall be held in the same season as the election for parent members. The principal, or the principal's designee, shall oversee the elections. Results of the election shall be made available to the public upon request.

If the number of employee candidates is less than or equal to the number of open employee positions, no election is required.

If an employee position on the council remains unfilled following an election or after appointment when no election is required, the other employee members of the council shall appoint an employee to fill the position.

Utah Code § 53G-7-1202(5)(a), (d), (e)(ii) (2019)

Selection of Parent Members

Parent members shall be elected by secret ballot by a majority vote of those voting in an election held at the school. Only parents or guardians of students attending the school are eligible to vote in this election. However, when elections are held in the spring, parents or guardians of students who will be attending the school in the fall are eligible to vote and to be candidates. Ballots cast in this election shall be deposited in a secure ballot box.

If the number of parent candidates is less than or equal to the number of open parent positions, no election is required.

School community councils may establish procedures that allow for ballots to be clearly marked and mailed to the school in the case of geography or school distances that would otherwise discourage parent participation. Hand-delivered or mailed ballots shall meet the same timelines for voters voting in person. Schools may allow parents to vote by electronic ballot through a District-approved election process consistent with this policy. If a school allows voting by electronic means, the opportunity shall be clearly explained on the school's website including:

1. directions for electronic voting;

2. security provisions for electronic voting;

3. a statement to parents and community members that violations of a school's voting procedures may disqualify a parent's vote or invalidate an election, or both.

The principal, or the principal's designee, shall oversee the elections. Results of the election shall be made available to the public upon request. Following the election, the principal shall enter and electronically sign the Principal's Assurance Form on the School LAND Trust website, affirming the school community council's election, that vacancies were filled by election if necessary, and that the council's bylaws or procedures comply with law.

Utah Admin. Rules R277-491-4(1) (December 10, 2018)
Utah Admin. Rules R277-491-3(3)(a) (December 10, 2018)

Any parent who qualifies to be a candidate may file or declare himself or herself as a candidate for election to the council. An individual qualifies to be a candidate if she or he is the parent of a student who will be enrolled at the school during the parent's term of office; however, if the parent is also an educator employed at the school, the parent is not eligible to be a "parent or guardian" candidate or member of the council.

The election for the parent and/members shall be held in the spring or in the fall, as determined by each school's principal. However, once the election season has been determined, it must remain the same for at least four years before it can be changed.

Spring elections for parent members shall be scheduled by the principal on a date or dates such that the election is completed before the last week of school. For spring elections, the school community council shall attempt to notify the parents of incoming students of the opportunity to run for the council and shall provide those parents with the opportunity to vote in the election.

Fall elections for parent members shall be scheduled by the principal on a date or dates near the beginning of the school year.

If a parent position on the council remains unfilled following an election or after appointment when no election is required, the other parent members of the council shall appoint a parent who meets the above qualifications to fill the position.

Utah Code § 53G-7-1202 (2019)

Term of Office

Elected or appointed members of the council shall serve a two (2) year term beginning either the first day of the school year (for spring elections) or on November 1 (for fall elections). However, terms shall be staggered so that no more than approximately half of council members stand for election in any one year. A member's term shall be extended as needed until his or her replacement's term begins (for example, to avoid a gap that would result from a shift from one election season to the other). A school community council member may serve successive terms so long as the member continues to meet the eligibility requirements to be a parent member or an employee member. If a change to a statute or regulation affects the composition of the council, a council member who was elected or appointed before the change may complete the term to which she or he was elected.

Utah Code § 53G-7-1202 (2019)
Utah Admin. Rules R277-491-3(4) (December 10, 2018)

Updating Council Membership

By or before October 20 of each year, the principal shall enter the names of the council members on the state School LAND Trust Program website.

Utah Code § 53G-7-1202(5)(g) (2019)

Duties of Councils

Each school community council shall advise and make recommendations to the school, school district administrators, and the local school board regarding the school and its programs, school district programs, and other issues relating to the community environment for students. School community councils shall report on plans, programs, and expenditures at least annually to the Board and shall cooperate with State Board of Education monitoring and audits. Councils may also advise and inform the Board and other members of the school community regarding the uses of School LAND Trust Program funds. They shall also encourage participation on the council and may recruit potential applicants to apply for open council positions. Councils shall establish clear written procedures which govern removal from office of members who move away or who consistently do not attend meetings, as well as additional clarifications to assist in the efficient operation of the council consistent with the law and with Board rule.

Utah Code § 53G-7-1202(2) (2019)
Utah Admin. Rules R277-491-6(1)(b)(ii), (2) (December 10, 2018)

Each school community council shall also:

1. Create a School LAND Trust Program and LAND Trust plan for the school in accordance with§ 53G-7-1206; and

Advise and make recommendations to school and district administrators and the school board regarding the school and its programs, school district programs, a child access routing plan in accordance with § 53G-4-402, safe technology use and digital citizenship, and other issues relating to the community environment for students.

Utah Code §53G-7-1202(3) (2019)

Each school community shall also provide for education and awareness on safe technology use and digital citizenship that empowers students to make smart media and online choices and students' parents or guardians to know how to discuss safe technology use with their students. ("Digital citizenship" means the norms of appropriate, responsible, and healthy behavior related to technology use, including digital literacy, ethics, etiquette, and security.) Each school community council shall also partner with the school's principal or other administrators to ensure that adequate on- and off-campus Internet filtering is installed and consistently configured to prevent viewing of harmful content by students and school personnel. Each school community council shall also work with students, families, and educators to incorporate safety principles at the school and hold at least an annual discussion with the school's principal and District administrators regarding safety principles at the school and District level in order to coordinate the school community council's effort to develop and incorporate safety principles at the school. ("Safety principles" means safety principles that, when incorporated into programs and resources, impact academic achievement by strengthening a safe and wholesome learning environment, including continual efforts for safe technology utilization and digital citizenship.) To fulfill these duties, a school community council may create a subcommittee and may also partner with one or more non-profit organizations.

Utah Code § 53G-7-1202(1)(a), (e) (3)(a)(iii), (iv), (vi), (b) (2019)

To assist the community council in fulfilling these responsibilities, the principal shall annually provide the council with a report which summarizes the current safe technology and digital citizenship practices of the District and the school, including (1) information on internet filtering protocols for school and District devices which access the internet, (2) instructional practices,

monitoring, and reporting procedures, and (3) and required internet safety training provided to a student and parent by the school or the District.

Utah Admin. Rules R277-491-6(3) (December 10, 2018)

Duties of Council Chair

With respect to meetings, the school community council chair (or designee) shall:

1. Set each meeting's agenda;

Conduct each meeting according to the council's rules;

Keep written minutes which meet the requirements of this policy and law; and

Welcome and encourage public participation.

The chair shall also inform council members about resources available on the School LAND Trust website.

Utah Admin. Rules R277-491-5(2) (December 10, 2018)

Community Council Meeting Procedures

Each community council shall adopt rules of order and procedure to govern its meetings which prescribe parliamentary procedure, ethical behavior, and civil discourse. The council's meetings shall be conducted in accordance with these rules. These rules shall also outline the process for (1) selecting a chair and vice chair (2) removing from office a member who moves away or fails to attend meetings regularly, and (3) for a member to declare a conflict of interest. Copies of these rules shall be made available at each meeting of the council and shall be posted on the school's website.

Utah Code § 53G-7-1203(10) (2019)
Utah Admin. Rules R277-491-6(1) (December 10, 2018)

Community Council Training

The superintendent or designee shall provide annual training to the community councils of the District. This training shall include education of the chair and vice chair regarding their responsibilities, informing council members about the resources available on the state School LAND Trust website, and educating the members about the following statutes which govern school community councils: Utah Code § 53G-7-1202 (relating to the establishment, composition, and duties of community councils); Utah Code § 53G-7-1203 (regarding open meeting requirements applicable to community councils); and Utah Code § 53G-7-1206 (regarding the School LAND Trust program).

Utah Code § 53G-7-1202(8) (2019)

Community Councils Open Meetings Requirements

School community councils are not a "public body" subject to the requirements of and are exempt from the Utah Open and Public Meetings Act. However, a school community council shall conduct its business in an open and transparent manner according to the following requirements:

1. A meeting of a school community council is open to the public.

2. A school community council may not close any portion of a meeting.

3. On or before October 20, the principal shall post the following information on the school's website and in the school office:

    a. The proposed school community council meeting schedule for the year;

    b. A telephone number or email address, or both, where each school community council member can be reached directly; and

    c. A summary of the annual report required under Utah Code § 53G-7-1206 on how the school's School LAND Trust Program money was used to enhance or improve academic excellence at the school and implement a component of the school's teacher and student success plan.

    d. The school community council shall identify and use methods to provide this information to a parent without Internet access but without using School LAND Trust Program funds.

4. A school community council shall, at least one week prior to a meeting, post the following information on the school's website:

        i. a notice of the meeting, time, and place;

        ii. an agenda for the meeting; and

        iii. the minutes of the previous meeting.

    a. An agenda required under Subsection (4)(ii) shall provide reasonable specificity to notify the public as to the topics to be considered at the meeting. Each topic shall be listed under an agenda item on the meeting agenda.

5. The notice requirement of Subsection (4) may be disregarded and an emergency meeting held if:

    a. because of unforeseen circumstances it is necessary for a school community council to hold an emergency meeting to consider matters of an emergency or urgent nature; and

    b. the school community council gives the best notice practicable of:

        i. the time and place of the emergency meeting; and

        ii. the topics to be considered at the emergency meeting.

6. An emergency meeting of a school community council may not be held unless:

    a. an attempt has been made to notify all the members of the school community council; and

    b. a majority of the members of the school community council approve the meeting.

7. A school community council may not take final action on a topic in a meeting unless the topic is:

    a. listed under an agenda item as required by Subsection (4)(a); and

    b. included with the advance public notice required by Subsection (4).

8. 8. Written minutes shall be kept of a school community council meeting.

9. 9. Written minutes of a school community council meeting shall include:

a. the date, time, and place of the meeting;

b. the names of members present and absent;

c. a brief statement of the matters proposed, discussed, or decided;

d. a record, by individual member, of each vote taken;

e. the name of each person who:

i. is not a member of the school community council; and

ii. after being recognized by the chair, provided testimony or comments to the school community council;

iii. the substance, in brief, of the testimony or comments provided; and

iv. any other information that is a record of the proceedings of the meeting that any member requests be entered in the minutes.

10. The written minutes of a school community council meeting are a public record under Title 63G, Chapter 2, Government Records Access and Management Act and shall be retained for three years.

Utah Code § 52-4-103(9)(c)(iii) (2019)
Utah Code § 53G-7-1203 (2019)

School LAND Trust Program

The LAND trust plan is a school's plan to use School LAND Trust Program money to implement a component of the school's teacher and student success plan, including a description of programs, practices, materials or equipment needed to implement the component of the plan.

The program developed by the council to use the School LAND Trust funds is subject to the approval of the Board of Education. The program, as approved by the Board of Education, shall be implemented by the school. The school shall provide ongoing support for the council's plan. The school shall also publicize to its patrons and the general public how the School LAND Trust funds were used to implement a component of the teacher and student success plan and the results of those efforts. The principal shall ensure that the school website fully communicates how parents can directly influence expenditure of School LAND Trust Program funds and includes the dollar amount of funds received by the school each year. Also, the school shall prepare and post on the state School LAND Trust Program website an annual report each fall which details the use of School LAND Trust funds and which assesses the results obtained from the use of those funds. (To assist with this annual report, on or before October 1 each year, the District shall post on the School LAND Trust Program website the amount of funds distributed to each school.) A summary of this report shall be provided to parents or guardians of students attending the school.

The council shall create and vote to adopt a LAND trust plan in a meeting of the school community council at which a quorum is present.

A school community council shall:

1. post a LAND trust plan that is adopted on the state School LAND Trust Program website; and

2. include with the LAND trust plan a report noting the number of community council members who voted for or against the approval of the LAND trust plan and number of members who were absent for the vote.

The Board of Education shall approve or disapprove the LAND trust plan. If the Board of Education disapproves a LAND trust plan, the Board will provide a written explanation of the reasons for disapproval and request the council to revise the plan and the council shall submit a revised plan to the Board of Education for approval.

Once the Board of Education has approved a LAND trust plan, the school community council may amend the plan by majority vote of the council subject to Board of Education approval.

The school shall implement the program as approved, provide ongoing support for the program, and meet State Board of Education reporting requirements regarding financial and performance accountability of the program.

Utah Code § 53G-7-1206 (2019)
Utah Code § 53G-7-1305(4) (2019)

The president of the Board of Education shall ensure that the members of the Board are provided annual training on the School LAND Trust Program and its requirements.

Utah Code § 53G-7-1206 (2019)

Permissible uses of School LAND Trust Program funds

School LAND Trust Program expenditures are required to have a direct impact on the instruction of students in the particular school's areas of most crucial academic need. The school community council shall use School LAND Trust Program funds in data-driven and evidence-based ways to improve educational outcomes, including strategies that are measurable and show academic outcomes with multi-tiered systems of support and counselors and educators working with students and families on academic and behavioral issues when a direct impact on academic achievement can be measured.

School LAND Trust Program funds may not be used (a) to cover the fixed costs of doing business, (b) for construction, maintenance, facilities, overhead, security, or athletics, or (c) to pay for non-academic in-school, co-curricular, or extracurricular activities.

A school community council may budget and spend up to $7,000 for in-school civic and character education, including student leadership skills training and digital citizenship training. However, such funds may be used for an in-school civic or character education program or activity only if the plan clearly describes how the program or activity has a direct impact on the instruction of students in the school's areas of most critical academic need.

A school may use School LAND Trust Program funds as needed to implement a student's Individualized Education Plan.

Student incentives implemented as part of an academic goal in the School LAND Trust Program may not exceed $2 per awarded student in an academic school year.

Utah Admin. Rules R277-477-4 (June 7, 2018)

Child Access Routing Plan

Each school community council shall annually develop a child access routing plan for its school and submit it to the school traffic safety committee.

Utah Code § 53G-4-402(17)(c)(i) (2019)
Utah Code § 53G-7-1202(3)(a)(ii)(C) (2019)

Subcommittees and Task Forces

A school community council may create subcommittees or task forces to advise the council or make recommendations to the council, or to develop all or part of the plans that the council's duties require it to prepare. However, any plan or portion thereof developed by a subcommittee or task force shall be subject to the approval of the council.

A school community council may appoint individuals who are not members of the council to serve on a subcommittee or task force (including parents, school employees, or other community members).

Utah Code § 53G-7-1202(6) (2019)

6.0700 COMMUNITY INVOLVEMENT IN EDUCATION

6.0700.01 *COMMUNITY INVOLVEMENT IN EDUCATION*

Issue Date: 2/14/19
BF

Community Resources

The Board recognizes that the public has substantial resources of training and experience that could be useful to schools. The strength of the local District is in large measure determined by the manner and degree to which these resources are utilized in an advisory capacity and to the degree that these resources are involved in supporting the improvement of the local educational program.

The advice of the public will be given careful consideration. In the evaluation of such contributions, the first concern will be for the educational program as it affects the students. The final decision may depart from this advice when in the judgment of the staff and the Board such advice is not consistent with goals adopted by the Board, consistent with current educational practice, or within the reach of the financial resources available.

6.0800 DONATIONS

6.0800.01 *STATEMENT OF PURPOSE*

Issue Date: 3/14/13

Donations to schools and district are welcomed, and community partnerships are encouraged, subject to the following guidelines.

6.0800.02 *ADMINISTRATIVE GUIDELINES AND STANDARDS*

Issue Date: 3/14/13

In addition, no organization shall be entitled to use any District insignia, designation or name without the express written permission of the District. All written material listing or using in any representative capacity, a District or individual school name, must also contain a disclosure that

the association or entity does not act on behalf of the District unless written permission has been granted by the District to do so.

6.0800.03 *PRODUCTS*

Issue Date: 3/14/13

Schools may accept donated products, which carry the donor company's name, trademark, logo, or limited advertising on the product (e.g. cups, T-shirts, hats, instructional materials, furniture, office equipment, scoreboards).

6.0800.04 *CASH DONATIONS*

Issue Date: 3/14/13

Cash donations are welcomed and may be accepted from private individuals, companies, organizations, clubs, foundations, and other appropriate entities.

1. Cash donations may be used to fund or enhance programs, facilities, equipment, supplies, services, etc.

Cash donations may not be used to hire regular classroom teachers, thereby altering staffing ratios. However, classroom assistants, coaching assistants, or Specialists of any kind, including individuals who may hold educator licenses, may be hired using the funds received. Donations to fund such positions, however, shall be made to a program, school, or department—not directly to individuals—and employment will be processed through the Duchesne County School District's Human Resources Department and Payroll Department.

Cash donations shall not be used to augment an employee's remuneration beyond the remuneration associated with the salary schedule of the employee's position.

6.0800.05 *DONOR AND BUSINESS PARTNER RECOGNITION*

Issue Date: 3/14/13
Updated: 10/08/20

1. Donor and business partner recognitions may be placed on equipment, furniture, and other donated gifts. Recognitions may be placed on district buildings or structures with the approval of the superintendent. The Board reserves to itself approval for the naming of buildings, structures, rooms, or other district facilities.

Principals may authorize banners, flyers, posters, signs, or other notices recognizing a donor or school business partner. Such materials shall feature the school-business partnership, a district permission sticker, and not be advertisement for or endorsement of the business involved.

6.0800.06 *LARGE DONATIONS*

Issue Date: 3/14/13

All gifts or donations, or campaigns to solicit gifts or donations, in excess of $10,000, whether in-kind, cash, or otherwise, including financing for building projects, acquisition of equipment, or other capital improvements, shall be approved by the Superintendent prior to acceptance of the gift or donation and/or prior to solicitation. Donations or gifts, or campaigns to solicit gifts or donations, in excess of $50,000, whether in-kind, cash, or otherwise, including financing for building projects, acquisition of valuable equipment, or other capital improvements, shall be

approved by the Board of Education. The District encourages large gifts and donations to be made through the Duchesne County School District Foundation.

6.0800.07 *CONDITIONS OF DONATIONS*

Issue Date: 3/14/13

As required by state laws and state rules, donations will only be accepted where there is no expectation or promise, expressed or implied, of remuneration or any undue influence or special consideration. As such, donations will only be received under certain conditions:

1. All donations, whether in-kind, cash, or otherwise shall be receipted by a financial secretary of the school district or receiving school.

Donations, whether in-kind, cash, or otherwise, shall be complete transfers of ownership, rights, privileges, and/or title in or to the donated goods or services and become the exclusive property of Duchesne County School District upon delivery.

Donations of more than $499 during the course of one year from the time the threshold is met, precludes the donor (whether an individual or representative of a foundation, organization, club, or other entity) from serving in any capacity with decision making authority over personnel or staffing; student participation or discipline; program funds; or overall direction of a program or activity. Otherwise, participation and event attendance is welcomed.

6.0800.08 *PROHIBITIONS*

Issue Date: 3/14/13

Donations shall not be accepted that advertise or depict tobacco and alcoholic products or any other materials or products that may not legally be used by school age children or are otherwise not in compliance with the state, district, or school rules; that are harmful to the health and welfare of students; that are exploitive or unduly intrusive into the classroom or home; that would detract from or interfere with student learning; that would conflict with the educational mission of the schools; or that would commercialize or damage the image of the district or the schools.

6.0900 FUNDRAISING

6.0900.01 *STATEMENT OF PURPOSE*

Issue Date: 3/14/13

The Board of Education recognizes that fundraisers help make school activities accessible to students in Duchesne County School District. The Board intends this policy to govern fundraising to avoid undue distractions or time commitments and to ensure teacher standards and accounting practices are vigilantly maintained.

6.0900.02 *ALLOWABLE SCHOOL-SPONSORED FUNDRAISERS*

Issue Date: 3/14/13

School-sponsored fundraisers have one or more of the following characteristics: school initiated and directed; student involvement; use of District property; and/or use of the school's name and/or

logo. Principals have the responsibility of controlling school- sponsored fundraising activities and ensuring compliance with this policy.

Principals may allow school-sponsored fundraisers as follows:

1. One school-wide or elementary grade-level (for each grade) fundraiser intended to benefit the school and/or grade may be sponsored by the school each year.

One school-wide fundraiser intended to benefit a charitable cause may be sponsored by the school each year.

One school-wide fundraiser intended to benefit the school's parent/teacher organization may be sponsored by the school each year.

Individual teams, clubs, classes, and programs within secondary schools may conduct other fundraising efforts that are deemed adequate and appropriate by the principal to meet programming needs beyond the school-wide fundraisers described above. (See section 4.0 below.)

Passive fundraisers that are initiated by outside entities (i.e. collecting box tops or proofs of purchase, book fairs, recycling, student school pictures, and business patronage partnerships) are allowed under the direction and at the discretion of the principal.

a. Information regarding passive fundraisers may not be distributed by schools as a stand-alone flyer with the exception of information packets for student pictures. (Note: For other limitations on access to students and patrons, please refer to Board Policy DBAA. Access to School Records.)

b. If book fair proceeds are used exclusively for the purchase of school books, the book fair will be considered a passive fundraiser. If book fair proceeds are intended for other purposes, the fundraiser is not passive and shall be considered a school-wide fundraiser.

6.0900.03 *ADMINISTRATION OF FUNDRAISING ACTIVITIES*

Issue Date: 3/14/13

1. No school-sponsored fundraising activity shall be initiated without prior approval from the principal. All school-sponsored fundraisers shall be documented and kept on file at the school subject to audit. (See School-Sponsored Approval Form, attached hereto.)

All funds raised in school-sponsored fundraising activities are public funds and are to be used for the benefit of students and school programs or activities. Administration, staff, and other District employees responsible for the supervision of school-sponsored fundraising activities shall ensure that District policies and guidelines for handling and depositing funds are followed strictly.

Fundraising activities do not count as instructional time and are not allowed to interfere with classroom instruction.

Only fundraising activities that offer at least forty-percent return of proceeds to the school may be considered.

In all fundraising activities, educators shall comply with Utah Educator Standards (Utah Admin. Code R277-515) and other District policies. In particular, educators shall refrain from using their position of influence to profit commercially or benefit personally from fundraising (i.e. a teachers should not sell products or services offered by a family owned business unless the transaction is arms-length, and the educator receives express permission from the school principal after disclosing the potential conflict of interest). This provision is not intended to prevent educators from communicating opportunities for extracurricular involvement or other enrichment activities.

With express approval from the principal, District employees may receive reimbursement out of fundraising funds for expenses incurred while supervising school-sponsored student activities (i.e. travel, accommodations, and standard, approved per-diems).

6.0900.04 *STUDENT PARTICIPATION*

Issue Date: 3/14/13

1. Student participation in school-sponsored fundraising activities shall not impact grades, academic credit, or eligibility for teams, clubs, classes, or programs.

Students shall not be required or encouraged to solicit door-to-door for any school-sponsored fundraisers.

If the cost of participating with a team, club, class, or program within a secondary school exceeds the maximum out-of-pocket fee set by the Board of Education each year, students shall be given the opportunity to participate in school-sponsored fundraisers subject to the provisions of Utah Admin. Code R277-407.

Unused funds from school-sponsored fundraising activities will revert to the designated school account for the team, club, class, or program at the end of the school year.

6.0900.05 *UTAH SALES TAX*

Issue Date: 3/14/13

1. Utah law provides for a sales tax exemption on school fundraising sales if all of the following conditions are met:

    a. Funds are used by the school for the purpose of purchasing equipment or materials or to provide transportation.

    b. Fundraising activities are part of an officially school-sanctioned activity conducted in accordance with this policy.

    c. Funds are not used to directly or indirectly compensate a teacher or other school or District employee.

    d. Revenues from the fundraiser are deposited in a dedicated school account controlled by the school or District.

For all sales made during school-sponsored fundraising activities that do not qualify for the sales tax exemption, schools shall charge, collect, and appropriately remit sales tax.

6.0900.06 *LIMITATIONS AND PROHIBITIONS*

Issue Date: 3/14/13

1. Individual District employees are not permitted to accept personal payments, bonuses, or gratuities from commercial fundraising organizations or individuals. (See Utah Code 63-56-72 and Utah Administrative Code R277-515.) Fundraising incentives, bonuses, etc., however, may be accepted if used to directly benefit students and/or programs.

School-sponsored fundraising may not involve communication, advertising, and/or depictions of tobacco or alcoholic products or any other material or product that may not legally be used by school age children or is otherwise not in compliance with the state, District, or school rules; that may be harmful to the health and welfare of students; that may exploit or create undue intrusion into the classroom or home; that would detract from or interfere with student learning; that would conflict with the educational mission of the District; or that would commercialize or damage the image of the District or the school(s).

Schools may not sponsor or co-sponsor fundraising events with the intended or unintended effect of offering an undue advantage to any outside entity or otherwise circumventing District policies or state laws regarding facility rentals, donations, boosters clubs, access to students, etc. For example, an individual or entity shall not be allowed to

profit commercially by promising a donation or a portion of event proceeds to a team, club, class, or program in exchange for free or reduced-rate use of facilities, work performed by students or District personnel, or some other advantage gained by using a public facility.

Schools shall ensure against co-mingling of any school/District funds or funds generated through school-sponsored fundraising activities with the funds of any other individual or entity (i.e. booster organizations, commercial organizations, athletic programs, etc.).* It is imperative, therefore, that principals become familiar with the distinctions between fundraisers and donations and account for both separately.

Active, School-wide fundraisers shall last no longer than six weeks.

School-sponsored fundraisers cannot require students to submit the personal information of other people such as friends and relatives, and students shall not be used to develop mailing or contact lists for any commercial or fundraising organization.

> * As the sole exception to this provision, allowed for by State Board of Education rules, schools may collect funds on behalf of parent/teacher organizations.

6.1000 AUTHORITY OF SEPARATED PARENTS

6.1000.01 *EDUCATIONAL AUTHORITY OF SEPARATED PARENTS*

Issue Date: 11/8/18
Updated: 10/14/19
GK

Divorce decree governs

Where a student's parents are divorced or legally separated, parental authority with regard to educational decisions for the student shall be governed by the most recent court order on the matter (divorce decree, custody order, or similar document signed and entered by the court). A motion or petition by a party is not binding, only an order entered by the court (signed by a judge or other judicial officer having authority). If a parent believes that the terms of the order no longer apply (because of changed circumstances or because of failure by the other parent or another person to comply with the order), it is the parent's obligation to obtain an updated order from the court. Unless doing so is specifically prohibited by the order, the school may recognize parental decision making authority other than as set out in the order if either parents (or all persons who have authority over the child under the order) consent. (Parental access to education records is addressed in Policy 5.0500)

Authority where order does not specify

If no court order specifies parental authority over educational decisions, or provides otherwise than set out below, the District will recognize parental authority over educational decisions of divorced or legally separated parents as follows:

1. Sole physical custody: A parent who has sole physical custody of a child shall have authority:

    a. To determine the child's home residence for school attendance purposes or the school where the child will attend;

    b. To make educational decisions for the child if the parents disagree; and

c. To determine who is allowed to have access to the child during school hours and to check the child out of school.

2. Joint physical custody with unequal time: Where parents have joint physical custody, the following apply:

   a. The parent who has physical custody the majority of the time shall have authority to determine the child's home residence for school attendance purposes or the school where the child will attend;

   b. The parent who has physical custody the majority of the time shall have authority to make educational decisions for the child if the parents disagree; and

   c. Both parents shall have access to the child during school hours and authority to check the child out of school.

3. Joint physical custody with equal time: Where parents have joint physical custody for equal time, the following apply:

   a. Both parents have equal authority to determine the child's home residence for school attendance purposes or the school where the child will attend (and any disagreements must be resolved by the parents, either by agreement or by seeking court intervention);

   b. Both parents shall have authority to make educational decisions (and any disagreements must be resolved by the parents, either by agreement or by seeking court intervention); and

   c. Both parents shall have access to the child during school hours and authority to check the child out of school.

Utah Code § 30-3-10.9(5)(c) (2018)

6.1100 RELEASED TIME CLASSES

6.1100.01 *DEFINITIONS*

Issue date: 12/12/19
GL

"Released-time" means a period of time during the regular school day when a student attending a public school is excused from the school at the request of the student's parent.

"Non-entangling criteria" means neutral course instruction and standards that

- Are academic as opposed to devotional;
- Promote awareness as opposed to acceptance of any religion;
- Expose to as opposed to imposing a particular view;
- Educate about religion; and
- Inform but do not seek to make students conform to any religion.

Utah Admin. Rules R277-610-2 (April 9, 2018)

6.1100.02 *INTERACTION BETWEEN PUBLIC SCHOOLS AND RELEASED-TIME CLASSES*

Issue date: 12/12/19
GL

A student may attend released-time classes only upon the written request of the student's parent or legal guardian. A public school may not maintain records of attendance for released-time classes or use school personnel or school resources to regulate such attendance.

A teacher of a released-time class is not a member of the public school faculty. A released-time teacher may participate in school activities as a community member (to the same extent and manner that a general member of the community would be allowed to participate).

A public school teacher, administrator, or other official may not request teachers of released-time classes to exercise functions or assume responsibilities of the public school program which would result in commingling the activities of the school and the released-time class sponsor. Public school personnel may not participate in released-time classes during work hours.

A public school class schedule or class catalog may not include a released-time class by name. At the convenience of the school, a registration form may contain a space for a released-time designation. A released-time class may not use school resources or equipment.

A public school publication may not include pictures, reports, or records of released-time classes.

Utah Admin. Rules R277-610-3 (April 9, 2018)

6.1100.03 *ADDITIONAL CONDITIONS FOR RELIGIOUS RELEASED-TIME PROGRAMS*

Issue date: 12/12/19
GL

Institutions offering religious instruction are private programs or schools separate and apart from the public schools. Those relationships that are legitimately exercised between the public school and any private school are appropriate with institutions offering released-time classes, so long as public property, public funds, or other public resources are not used to aid such institutions. A public school may grant elective credit for religious released-time classes if the public school establishes neutral, non-entangling criteria with which to evaluate the released-time courses.

A religious class may not be held in any school buildings or on school property in any way that permits public money or property to be applied to, or that requires public employees to become entangled with, any religious worship, exercise, or instruction.

Religious released-time scheduling shall take place on forms and supplies or through electronic applications or channels furnished by the religious institution and by personnel employed or engaged by the religious institution and shall occur off public school premises. Records of attendance at religious released-time classes, grades, marks or other data relating to such attendance may not be included in the correspondence or reports made by a public school to parents.

A public school may not directly connect bells, telephones, computers or other devices between public school buildings and institutions offering religious instruction except as a convenience to the public school in the operation of its own programs. (This does not prohibit public schools from connecting to the Internet or other networks that are open to use by the general public.) When direct connection is permitted and put in place, the costs shall be borne by the respective institutions (the public school and the religious institution each shall fairly share in the cost).

Utah Admin. Rules R277-610-4 (April 9, 2018)