Tuesday, August 25, 2026
PCSD Study Session, Business Meeting and Closed Executive Session

4:00 PM
Provo City School District
280 West 940 North
Provo, UT 84604

A. **4:00 p.m. Study Session**
The public is welcome to attend our open meetings at the district office.

In the event that a board member or district staff member needs to attend remotely, a Zoom link will be provided to the entire board for that purpose.

The following YouTube links are available to watch the meetings live or at the viewer's convenience:
PCSD Live YouTube Channel: youtube.com/channel/UCFmB8Jxqa9-RMOSvfwbylUQ

1. Welcome
2. Roll Call
   Procedural
3. Motion to Convene
4. Board Member Training: Emily Harrison, School Board Professional Governance Standards (4:02pm, 3 min)
   Most meetings will include a training presented by rotating board members on the Board Handbook, USBE Guide, or Policies.
5. Student Travel: PHS Cheer to CA and Dance and Art Classes to CA(4:05pm, 15 min)
   Background:

   Per Policy 4006 Student Travel and its accompanying procedures, student travel that is overnight and further than 425 miles away from Provo must be reviewed and approved by the board. Middle School Overnight travel must also be considered and approved by the board.

   The following requests for overnight student travel will be considered by the board in this meeting:

1. Provo High School Competition Cheer Team to Anaheim, CA, February 17-21, 2027
2. Provo High School Dance and Art to Anaheim, CA, March 17-21, 2027

6. Overview of District Focus (4:20pm, 30 min)
7. DLI & Boundary Study Committee Update (4:50pm, 15 min)
8. RDA Request from Philo Ventures: Lakeview Crossing (5:05pm, 15 min)
   PCSD Policy on this topic: Policy 6030 Tax Increment
9. Timpview High School Marching Band Fee Change Request (5:20pm, 5 min)
   The Timpview High School Marching Band requests a fee change from $820 to $1500. Policy 6160 (procedure linked in policy)
10. Large Purchase Requests: Centegix Visitor Management System, Teacher Replacement Computers (5:25pm, 10 min)
    Description:
    The board must approve expenditures over $50,000. For review tonight:

3. Centegix Visitor Management System
4. Teacher Replacement Computers: $265,275

11. Policy Review 2nd Readings (5:35pm, 10 min)
    Policy Review, Second Readings
    Superintendent Wendy Dau
    Issue
    District administration generates or revises policies from time to time as needed, whether due to state legal requirements or local identified needs. The policy committee, including select board members, helps in this process and, when ready, the board reviews the policies in multiple readings and posts on the district website for public comment before approving the policies.
    Background
    The following policies will be reviewed as second readings and possibly brought to the board for a vote tonight.

5. Policy 4064 Firearm Safety Training
6. Policy 5350 Risk Management Coverage for Employees
    a. 5350 F1 Acknowledgment of Legal Liability
7. Policy 5325 Credit for Prior Teaching Experience and New Employee Placement on the Salary Schedule
    a. 5325 P1 New Employee Placement on the Salary Schedule (already in place)
8. Policy 5410 Legal Defense of Employees
9. Policy 5090 P3 District Employee and Student Relations
10. Policy 5200 P2 Drug and Alcohol Testing of Other Employees
11. Policy 5800 Employee Work Information Privacy

    Recommendation
    District administration recommends approval of the policies. The motions to approve may also include language that specifies changes/edits occurring during the study session discussions. The following possible motion language is provided for the board.
    Motion Language:

1. I move that we approve (new/updated) policy *Policy name and number* as discussed in open meetings tonight. (This language will include any changes made in the meetings to the policies and procedures)

12. Policy Review 1st Readings (5:45pm, 15min)
    Policy Review, 1st Readings
    Wendy Dau, Superintendent
    Issue
    District administration generates or revises policies from time to time as needed, whether due to state legal requirements or local identified needs. The policy committee, including select board members, helps in this process and, when ready, the policies come before the board in multiple readings, are posted on the district website for public review and finally are voted on by the board.
    Background
    The following policies will be discussed by the board tonight as 1st readings before being posted on the district website for public comment.

12. New Policy 7400 Non-Student Data Privacy
13. New Policy 7010 Public Education Hot Line
14. New Policy 7600 Political Party Use of School Facilities
15. New Policy 7650 Parent/Guardian Rights to Academic Accomodations
16. New 7140 Procedure 2 School Climate Surveys
17. New Policy 7655 Educational Authority of Separated Parents
18. New Policy 7280 Flags on School Property
19. Updated Policy 7270 Use of Micromobility Vehicles and Pedestrian Conveyances on School Campuses
20. Updated Policy 3020 Nondiscrimination
    a. 3020 Procedure 1
21. Updated Policy 3025 Prohibition of Bullying, Harassment, Hazing, and Retaliation

13. Motion to Adjourn

B. **6:00 p.m. Business Meeting**

1. Welcome
2. Roll Call
   Procedural
3. Motion to Convene
4. Pledge of Allegiance: Student Board Member Malaki Lesa

C. **Community Connections**

1. Magical Moment
2. Public Input (No more than 30 minutes)

D. **Business Items**

1. Business Item: Student Travel Request: PHS Cheer to California
2. Business Item: Student Travel Request: PHS Dance and Art to California
3. Business Item: Policy 4064 Firearm Safety Training
4. Business Item: Policy 5350 Risk Management Coverage for New Employees
5. Business Item: Policy 5325 Credit for Prior Teaching Experience and New Employee Placement on Salary Schedule
6. Business Item: Policy 5410 Legal Defense of Employees
7. Business Item: Policy 5800 Employee Work Information Privacy
8. Business Item Large Purchase Request: Centegix Visitor Management System
9. Business Item Large Purchase Request: Teacher Replacement Computers

E. **Motion to Adjourn Business Meeting and Convene the Closed Executive Session.**

F. **Closed Executive Session**

1. Welcome
2. Litigation
3. Adjourn

Request Requires Board Approval

Reset Fields

PCSD Application for Overnight Student Travel

Provo City School District

4006 F1

Provo City School District							
Application For Overnight Student Travel **All trips must be submitted AND approved at least 60 calendar days prior to departure.**							
Name of School:	Provo High School						
Group Requesting Trip:	Competition Cheer Team						
Advisor/Coach/Teacher:	Megan Galbraith						
Destination:	Anaheim, CA			Distance from Provo: 645 miles			
Dates of Trip:	Departure Date: 2/17/27			Return Date: 2/21/27			
Number of School Days Missed:	2			(NOT to exceed 2)			
Number of Students in Group:	F: 19	M:		Total: 19			
Number of Adult Supervisors:	F: 3	M:		Total: 3	(minimum ratio 1:10)		
Did You Send and Receive Parent Consent for Each Participant? Y☑ N☐							
Most recent travel: Destination Anaheim, CA				Date:2/26	Cost:1505		
Anticipated Costs per Student (If no amount is being collected for a particular category, please enter $0)							
Transportation: $590	Lodging: $510			Food: $225			
Registration Fee: $215	Other:$375 (Disney & Act						
Estimated Cost Per Student*:	$ 1915						
Less Amount Per Student from Fundraiser:	-$						
Estimated Maximum Cost Per Student:	=$1915			(total student out of pocket)			
* **The total prior to fundraising may not exceed $2000.00 per student.**							
Itinerary, transportation, fundraising, and lodging plans are described in detail on attached forms. Y☑ N☐ You must include all methods of travel used on the trip.							

Parent Meeting to Discuss Trip Plans

Date of Parent Meeting:	8/24/26	
Number of Parents Approving the Trip:	~~19~~ 18	Only One Vote Per Student
Number of Parents Opposing the Trip:	~~0~~ 1	
Total Number of Students in Group:	19	
Approval %	100	
Have parents signed the consent form?	Y☐ N☑	but they will prior to travel
Plan has been made with the Principal for fee waived student:	Y☑ N☐	
Alltrips mustbe approved 60 days before travel. Exceptions willbe approved only when an invitation to a national event or national competitionoccursoutsideofthe60-daydeadline.Ifanexceptionisrequested, a letterfromtheprincipalisrequired.		

This request will not be considered for approval without complete answers to the following questions. Be specific and answer ALL parts of each question:

****If you have handouts that you have provided to parents that clearly address each of these areas, you may attach these documents to this request.**

Educational Justification: What are the educational objectives of the trip? Can these objectives be replicated with closer, less expensive travel? Why not? Please be specific.

This is a National competition for the cheerleaders. The objectives are to perform & compete on a National level, for the chance to win a National title. Most High Schools & College teams attend a National Competition. This year will be Provo High's 4th year going to Nationals. Last year our team took 4th place in the Cheer category, The cheerleaders work hard all year to qualify for Nationals.

Standards for Participants: What are the academic and behavioral standards that must be met by participating students? How were students and parents notified of these requirements?

Students are required to maintain a 2.0 GPA. They must be in good behavioral standing with admininistration & coaches. Athletes will be required to meet with their teachers before the trip, to get any assignments they will be missing. Parents have been notified at various parent meetings throughout the season.

Safety: In what ways will you ensure the safety of students while traveling or participating in activities? Describe special instructions to students, supervision guidelines to chaperones, accommodations that are specific to the destination.

Students will be with a chaperone at all times on the trip. Every night chaperones will check that students are in their rooms. During free time at Disneyland, students will be in small groups with a chaperone. We will check in with each other as a group several times during the day. We will have 3 female chaperones. We have a well planned intinerary & will make sure that it is communicated well to parents & athletes. We will follow the rules & curfew times to ensure our team's safety.

Financial: As a school-sponsored activity, fee waivers apply. How will you cover the potential costs of fee waivers or are you expecting the district to offset these costs? What specific fundraisers do you anticipate you will use to offset student costs? Have these fundraisers been approved by your principal with appropriate approval paperwork completed? Attach paperwork.

We will be hosting several different fundraisers this year. Our first fundraiser is our company sponsor banners. We have already had several companies sign up. We will also be putting on 2 junior cheer clinics. One for football season & one for basketball season. In conjunction with that we will be selling pictures packages & t-shirts. These fundraisers will cover the cost of fee waiver students.

Optional: Please provide details of any additional information that you feel is pertinent.

We have had a great experience attending Nationals the last three years. We would love for the opportunity to attend again this year!

I have read and I agree to comply with all the stipulations contained in PCSD Policy 4006.

Initial here: MG

Cheer Nationals Itinerary 2027

Wednesday February 17th (Leave after school)
- -Charter Bus departs at 2:15pm Provo High or Leave taking school bus to airport
- -If bussing, break & switch drivers in Beaver
- -Stop for Dinner in Barstow, CA (per-diem provided)
- -Check into Hotel
- -Lights out 11:00pm

Thursday February 18th (School Day)
- -Breakfast at Hotel
- -10am- 7pm- Compete Game Day Divisions at Convention Center
- -Lunch on your own (per-diem provided)
- -Qualification Announcement in the evening
- -Senior Dinner (rest of team dinner on your own- per-diem provided) @ Downtown Disney
- -Lights out at 11:00pm

Friday February 19th (School Day)
- -Breakfast at Hotel
- -8am- 5pm- Compete Show Category
- -Lunch on your own (per-diem provided)
- -5pm- Beach time & Team Dinner
- -Lights out at 11:00pm

Saturday February 20th
- -Free time in Disneyland (if we don't make it finals- if we do then we will go to Disney on after)
- -Lunch on your own (per-diem provided)
- -Dinner on your own (per-diem provided)
- -Lights out at 11:00pm

Sunday February 21st
- -Breakfast at hotel
- -Check out of hotel & head home (8am)
- -Lunch & Dinner along the way home (per-diem provided)
- -Back at Provo High, ETA 8pm (if driving)

Hotel Accommodations

We will be staying at the Cambria Hotel Anaheim. We stayed there the last 2 years. Here is a breakdown of the rooms we will be booking.

3- One Bedroom Kids Suite (holds 6-7 athletes each)- 19 athletes total

Total capacity 21 (we have 19 athletes going)

We will also have to book a room for our bus driver if we take a bus & we will be booking a separate room for the coaches.

PCSD Application for Overnight Student Travel

Provo City School District

4006 F1

Board Meeting Approval Date (if required):

Maggie Eddlett 8/14/26
Advisor's Signature Date

Kami Alvarez 8/14/26
Principal's Signature Date

Wendy J. Ocen 8/18/2026
Superintendent's Signature Date

Board President's Signature Date

Special Conditions that must be met before Superintendent or Board Approval is granted:

Reset Fields

PCSD Application for Overnight Student Travel

Request Requires Board Approval

4006 F1

Provo City School District								
Application For Overnight Student Travel **All trips must be submitted AND approved at least 60 calendar days prior to departure.**								
Name of School:	Provo High School							
Group Requesting Trip:	Dance + Art							
Advisor/Coach/Teacher:	Brynn Averett + Lindsay Ruiz							
Destination:	Anaheim CA					Distance from Provo: 640 mi		
Dates of Trip:	Departure Date: 3/17/27				Return Date: 3/21/27			
Number of School Days Missed:	1				(NOT to exceed 2)			
Number of Students in Group:	F:	24	M:	1	Total:	25		
Number of Adult Supervisors:	F:	3	M:	2	Total:	5	(minimum ratio 1:10)	
Did You Send and Receive Parent Consent for Each Participant? Y☑ N☐								
Most recent travel: Destination New York City					Date: 4/9/26		Cost:$2,000	
Anticipated Costs per Student (If no amount is being collected for a particular category, please enter $0)								
Transportation: $605	Lodging: $225				Food: $225			
Registration Fee: $0	Other:$545/$405							
Estimated Cost Per Student*:	$ $1640/$1500							
Less Amount Per Student from Fundraiser:	-$ 0							
Estimated Maximum Cost Per Student:	=$1640/$1500				(total student out of pocket)			
* **The total prior to fundraising may not exceed $2000.00 per student.**								
Itinerary, transportation, fundraising, and lodging plans are described in detail on attached forms. Y☑ N☐ You must include all methods of travel used on the trip.								

Parent Meeting to Discuss Trip Plans

Date of Parent Meeting:	8/6/26	
Number of Parents Approving the Trip:	16	Only One Vote Per Student
Number of Parents Opposing the Trip:	0	
Total Number of Students in Group:	25	
Approval %	100	
Have parents signed the consent form?	Y☐ N☑, but they will prior to travel	
Plan has been made with the Principal for fee waived student:	Y☑ N☐	
All trips must be approved 60 days before travel. Exceptions will be approved only when an invitation to a national event or national competition occurs outside of the 60-day deadline. If an exception is requested, a letter from the principal is required.		

This request will not be considered for approval without complete answers to the following questions. Be specific and answer ALL parts of each question:
**If you have handouts that you have provided to parents that clearly address each of these areas, you may attach these documents to this request.

Provo City SCHOOL DISTRICT

PCSD Application for Overnight Student Travel

4006 F1

Educational Justification: What are the educational objectives of the trip? Can these objectives be replicated with closer, less expensive travel? Why not? Please be specific.

Students will gain professional dance, visual art, and theatre experiences while exploring the connections between movement and visual art. Dance and AP Art students will collaborate through shared experiences at the Getty, professional workshops, and a Broadway production. California provides access to arts institutions, professionals, and training opportunities not readily available in Utah.

Standards for Participants: What are the academic and behavioral standards that must be met by participating students? How were students and parents notified of these requirements?

Students must maintain good academic standing, demonstrate responsible behavior, and meet school and district expectations. Students and parents were informed of these requirements through trip information, permission forms, and pre-trip meetings.

Safety: In what ways will you ensure the safety of students while traveling or participating in activities? Describe special instructions to students, supervision guidelines to chaperones, accommodations that are specific to the destination.

Students will receive clear safety expectations and remain under close adult supervision throughout the trip. Chaperones will oversee all travel and maintain close contact with students. Students will stay in gender-specific rooms and follow established check-in, buddy, and group procedures. Chaperones will supervise students during all workshops, activities, and travel.

Financial: As a school-sponsored activity, fee waivers apply. How will you cover the potential costs of fee waivers or are you expecting the district to offset these costs? What specific fundraisers do you anticipate you will use to offset student costs? Have these fundraisers been approved by your principal with appropriate approval paperwork completed? Attach paperwork.

Fee waivers will be covered through Dance Company + AP Art fundrasing efforts and program funds, wtih no expectation for the district to offset costs. Planned fundraisers include Art in Motion concert, Pie Selling, Junior Dance Camp, and a Daddy Daughter Dance, all of which generate revenue to support travel and participation expenses. These fundraisers have been approved by the principal, and the required approval paperowrk has been completed and submitted.

Optional: Please provide details of any additional information that you feel is pertinent.

Costs between the 2 programs vary due to different activities/workshops taking place. Please refer to the itineraries for a list of activities/workshops.

I have read and I agree to comply with all the stipulations contained in PCSD Policy 4006.
Initial here: BA

PCSD Application for Overnight Student Travel

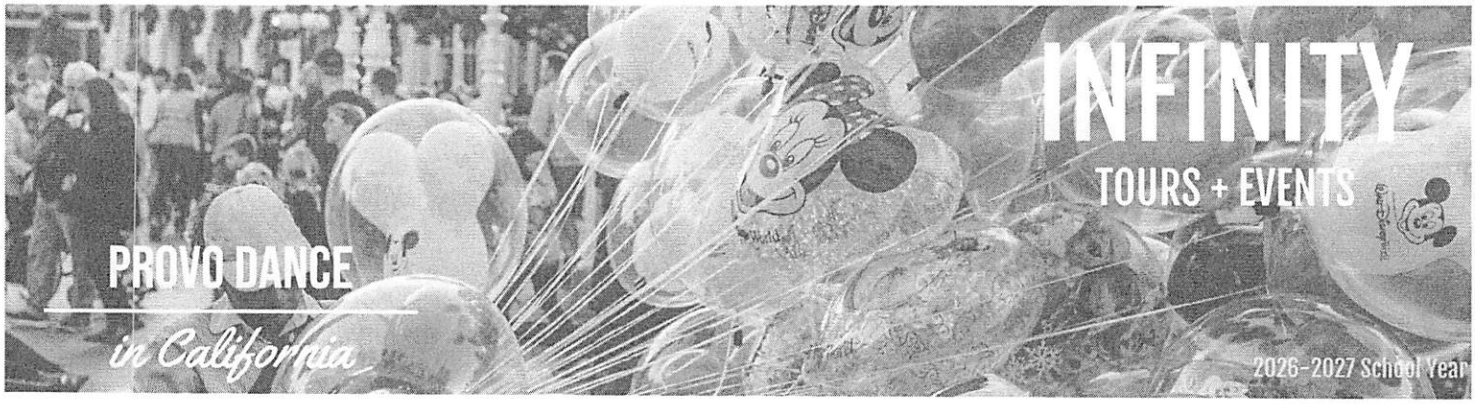
Provo City SCHOOL DISTRICT

4006 F1

Board Meeting Approval Date (if required):

Advisor's Signature	8/17/26 Date	Principal's Signature	8/17/26 Date
Superintendent's Signature	Date	Board President's Signature	Date

Special Conditions that must be met before Superintendent or Board Approval is granted:



TRIP INCLUSIONS

- *Round Trip Flights (estimated at $350 per person)*
- *4 rental vans driven by chaperones*
- *Hotel accommodations*
- *All meals included*
- *2 days at Disneyland and California Adventure (no park hopper)*
- *1 -Disney Dance Workshop or Performance (if you perform your park must be at California Adventure*
- *1 - 90 minute workshop at Timeless Studios*
- *2 - 90 minute dance classes at Millennium LA*
- *Buena Vista Social Club at Pantages Theater*
- *Balboa Pier*

PAYMENT SUMMARY

tour cost: $1640 (not to exceed)

4 payments will be made to the School Finance Office (see plan below).

possible add-ons:

Additional 60 minute dance class: at Playground LA or TMilly +$50
Charter bus instead of rental vans: $160
Optional Travel Insurance: +$150

COST BREAKDOWN

- Transportation $605
- *Hotel accommodations $265*
- *Meals $225*
- Activities $545

Wed. March 17

Meet at SLC Airport after school ends
Arrive in LA
Pick up 4- 7 passenger vans
Dinner
Check into hotel in the Anaheim Area

Thurs. March 18

Breakfast at Hotel
Disneyland or California Adventure
Disney dance workshop
Lunch and dinner in the park
Return to Hotel

Fri. March 19

Breakfast at Hotel
Dance workshop at Timeless Studios OC
Disneyland
Lunch and dinner in the park

Sat. March 20

Breakfast at Hotel
Dance workshop at Millennium LA
Lunch
Dance workshop at Millennium LA
Hollywood Walk of Fame
Dinner at Hard Rock Cafe
Buena Vista Social Club at Pantages Theater
Return to Hotel

Sun. March 21

Breakfast at Hotel
Balboa Pier
Depart for Airport
Arrive in SLC

FLIGHT DETAILS

Flight Calendar is still not out yet. This quote is estimating $350 per flight and anticipating departure on Wednesday after school.

HOTEL DETAILS

4 nights at Embassy Suites Irvine
Embassy Suites by Hilton Irvine Orange County Airport, 2120 Main St, Irvine, CA 92614
Double Queen rooms with sofa sleeper (6 occupancy)
Hot made to order breakfast included daily.
Quote Priced for 5 doubles and 1 king

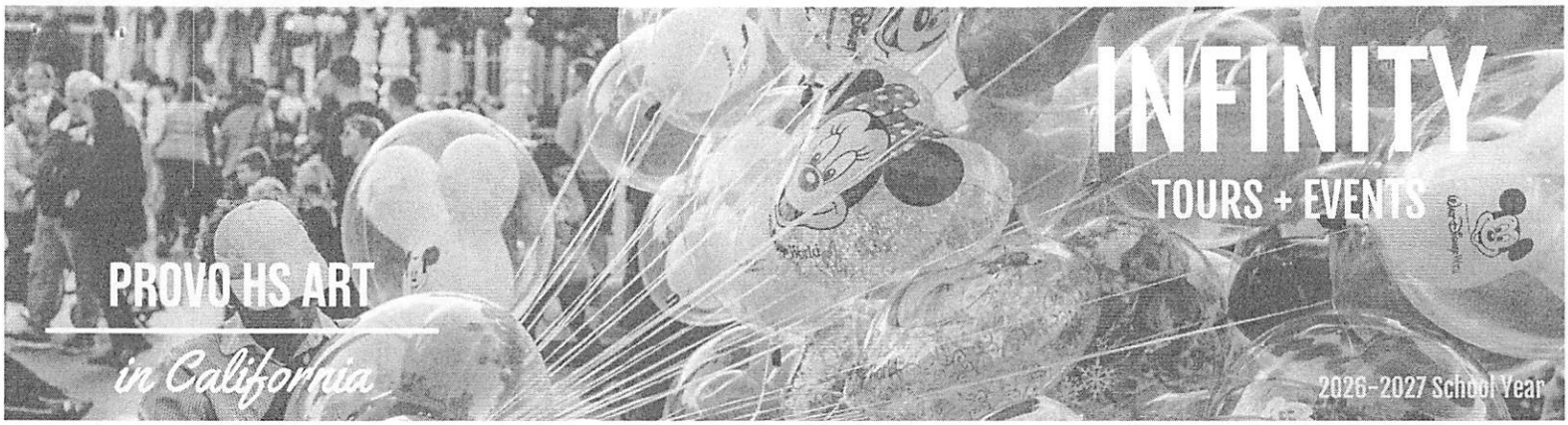
Student Payment Plan

Payment 1: $ 410	Payement 2: $ 410	Payment 3: $ 410	Payment4: $ 410
Due: September 14, 2026	Due: December 20, 2026	Due: January 15, 2027	Due: February 19, 2027

all payments are non-refundable, all students are obligated to make ALL above payments even if they decide later not to attend.

INFINITY TOURS+EVENTS

Itinerary is subject to change. All payments are non-refundable. Failure to make payments by deadlines may result in tour withdrawal. Quote based on 24 paying participants with 25 total. Signed Service agreement due by June 12 at 3pm to secure quote.



TRIP INCLUSIONS

- *Round Trip Flights (estimated at $350 per person)*
- *1 12 passenger van driven by chaperones*
- *Hotel accommodations*
- *All meals included*
- *1 day at Disneyland and California Adventure (no park hopper)*
- *Getty Art Museum and Getty Villa*
- *LACMA*
- *Academy Museum of Motion Pictures*
- *Beach Plein Aire Painting Session*
- *Griffith Observatory*
- *Downtown Hollywood and Buena Vista Social Club at Pantages Theater with Dance Co*

PAYMENT SUMMARY

tour cost: $1500 (not to exceed)

4 payments will be made to the School Finance Office (see plan below).

possible add-ons:

Optional Travel Insurance: +$150

COST BREAKDOWN

- Transportation $605
- *Hotel accommodations $265*
- *Meals $225*
- Activities $405

Wed. March 17

Meet at SLC Airport after school ends
Arrive in LA
Pick up 12 passenger van
Dinner
Check into hotel in the Anaheim Area

Thurs. March 18

Breakfast at Hotel
Disneyland or California Adventure
Lunch and dinner in the park
Return to Hotel

Fri. March 19

Breakfast at Hotel and check out of hotel
Visit the Getty Villa
Lunch at Santa Monica Pier
Beach plein air painting session (hosted by Lindsay Ruiz)
Griffith Observatory Sunset views
Check into LA hotel

Sat. March 20

Breakfast at Hotel
All activities spent with Dance Company
Getty Art Museum
Lunch
Explore
Hollywood Walk of Fame
Group Dinner at Hard Rock Cafe
Buena Vista Social Club at Pantages Theater
Return to Hotel

Sun. March 21

Breakfast at Hotel
Los Angeles County Museum of Art(LACMA)
Academy Museum of Motion Pictures
Depart for Airport
Arrive in SLC

FLIGHT DETAILS

Flight Calendar is still not out yet. This quote is estimating $350 per flight and anticipating departure on Wednesday after school.

HOTEL DETAILS

2 nights at Embassy Suites Irvine
Embassy Suites by Hilton Irvine Orange County Airport, 2120 Main St, Irvine, CA 92614
Double Queen rooms with sofa sleeper (6 occupancy)
Hot made to order breakfast included daily.

2 nights at LA hotel
Quote Priced for 2 doubles and 1 king

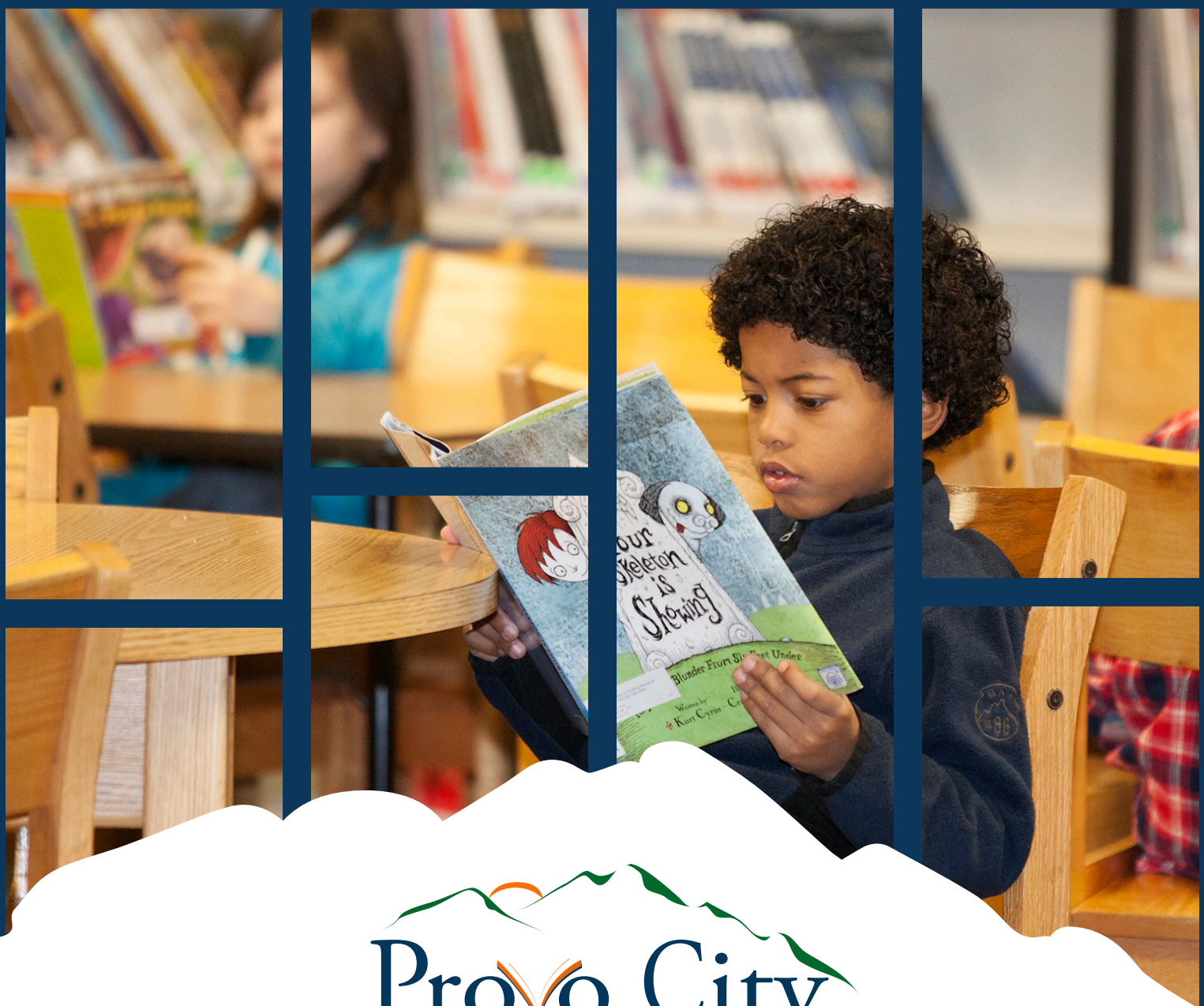
Student Payment Plan

Payment 1: $ 375	Payement 2: $ 375	Payment 3: 375	Payment4: $ 375
Due: September 14, 2026	Due: December 20, 2026	Due: January 15, 2027	Due: February 19, 2027

all payments are non-refundable, all students are obligated to make ALL above payments even if they decide later not to attend.

INFINITY TOURS+EVENTS

Itinerary is subject to change. All payments are non-refundable. Failure to make payments by deadlines may result in tour withdrawal. Quote based on 9 paying participants with 10 total. Signed Service agreement due by August 19 at 3pm to secure quote.



Provo City
SCHOOL DISTRICT

STRATEGIC PLAN

2025-2030

Contents

2 Mission, Vision & Core Values

3 From the Superintendent

5 Priority 1: Academic Achievement

7 Priority 2: Wellness and Safety

9 Priority 3: Stewardship of Resources

11 Acknowledgments

STRATEGIC PLAN 2025-2030

Dear Provo Community,

We are excited to introduce our newly developed **Provo City School District Strategic Plan,** a roadmap to guide our district in the coming years. With contributions from staff, students, parents, and community members, this plan is not just a vision, but a promise of what we can accomplish together.

As we navigate the opportunities and challenges ahead, we are confident that it will be a compass for every decision made in our district, ensuring alignment between our choices and goals. However, It is more than just a set of guidelines. It is a shared commitment to a consistent, unified approach across our schools. Every facet of our district will be shaped by its principles, helping us create a high-achieving, high-functioning place of learning that prepares both students and staff for success beyond our doors.

We invite each of you to familiarize yourselves with this plan and participate in its implementation and fulfillment. Together, we will foster inspiration, raise the bar for academic achievement, and cultivate a welcoming culture that will benefit all who come in contact with our schools.

Thank you for your continued support and dedication to making the Provo City School District a model of success.

Sincerely,

Rebecca Nielsen
Board President
Provo City School District Board of Education

Provo City SCHOOL DISTRICT

MISSION

Welcome
Educate
Inspire

VISION

The Provo City School District is a vibrant learning environment where all students become lifelong learners and engaged community members.

Core Values

Belonging

Creating a welcoming and supportive environment where differences are valued and everyone feels respected and included.

Growth

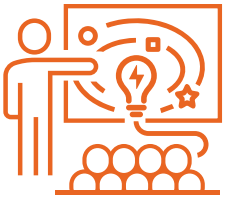
Striving for academic rigor, innovative teaching methods, and continuous improvement to foster student success and achievement.

Empowerment

Providing tools, resources, and opportunities to build confidence, develop capacity, and achieve greatness.

Creativity

Encouraging innovation, curiosity, imagination, and critical thinking.



Community

Establishing strong partnerships between schools, families, and the broader community to enhance educational experiences and address needs of students effectively.

From the Superintendent

Dear Provo Community,

We are excited to share with you Provo City School District's Strategic Plan. A big thank you to the many community members, employees, and students that contributed to our efforts as we identified our priorities and goals. We seek to make Provo City School District a destination district for all stakeholders. This plan will guide us as we provide a world class education that prepares students effectively for an array of postsecondary opportunities.

We know that inviting, welcoming, and inspiring environments lead to impressive student outcomes which will benefit our entire community. Our priorities will guide our decision-making and action plans. We look forward to communicating our successes and areas of growth with our entire community as we improve the education we provide to all students.

Our students, employees, and families can expect us to provide an environment where all can excel, flourish, and feel valued. We value the partnership we have with all our stakeholders, and we commit to maximizing opportunities and success for each child in Provo City School District.

Best,

Wendy J. Dau
Superintendent
Provo City School District

Planning Process

Provo City School District established a Steering Committee comprised of students, parents, district staff, and community members that met monthly over the last year to develop our strategic plan. We completed a needs assessment by analyzing student achievement and growth data along with qualitative and quantitative district data. Further input from surveys and focus groups informed the development of our priorities through a series of school board work sessions. We are grateful for the time and feedback provided by so many who supported this process, resulting in a plan that will benefit the students, families, and staff members of the Provo City School District and contribute to the growth and success of our community for years to come.

Family and Community Engagement
Opportunity for All
Priority One
Academic Achievement
Priority Two
Wellness & Safety
Priority Three
Stewardship of Resources
Provo City
SCHOOL DISTRICT

PRIORITY 1

Academic Achievement

Goals	Strategies	Key Performance Indicators (KPIs)

Increase the percentage of students achieving proficiency in core subjects (M/LA/S) by 15% within 5 academic years.

- Ensure all students have access to and engagement with high-quality Tier 1 instruction including differentiated instructional strategies & regular formative assessments, to address individual learning needs.
- Analyze data by student group for the district and schools and implement systematic, targeted Tier 2 and Tier 3 evidence-based interventions.
- Provide professional development opportunities for teachers to enhance their instructional practices, including student engagement strategies.

Measured by end of level state assessments

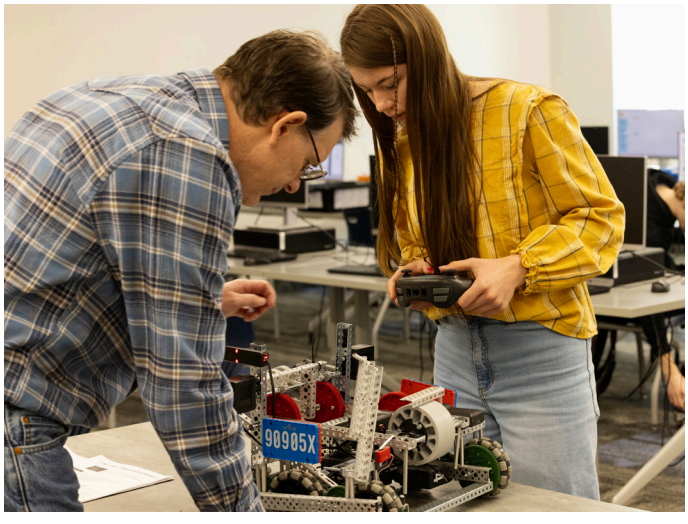
Year	Language Arts	Math	Science
2025	51%	46%	48%
2026	54%	49%	51%
2027	57%	52%	54%
2028	60%	55%	57%
2029	63%	58%	60%
2030	66%	61%	63%

Increase the percentage of students who meet college & career readiness benchmarks (ACT >18, Graduation, Adv. Courses) by 5% within 5 academic years.

- Ensure each student is prepared for the rigors of college, technical or vocational training, or career training to maximize success in postsecondary opportunities.
- Ensure each student successfully completes at least one Advanced Placement or Concurrent Enrollment course or a sequence of Career and Technical Education courses that comprise a CTE pathway.

Postsecondary Readiness Indicators established by Utah State Board of Education

Year	ACT Scores>18	Graduation Rates	Advanced Coursework
2025	68%	92%	80%
2026	69%	93%	81%
2027	70%	94%	82%
2028	71%	95%	83%
2029	72%	96%	84%
2030	73%	97%	85%



PRIORITY 2

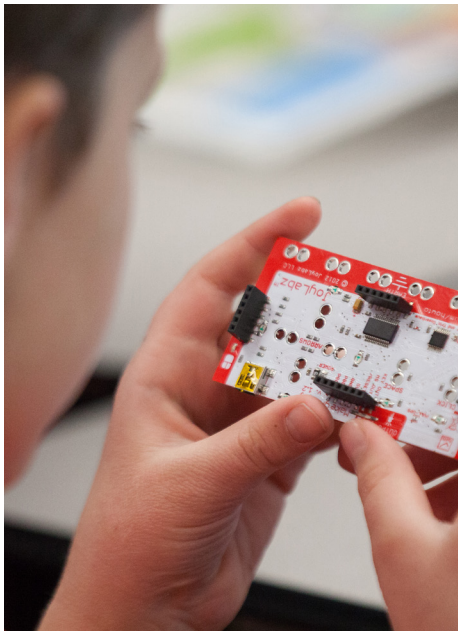
Wellness and Safety

Goals	Strategies	Key Performance Indicators (KPIs)	
Increase the number of students and families who feel that our schools and district provide welcoming and supportive environments as measured by climate and stakeholder feedback surveys.	• Educate and mentor all employees in how to create a welcoming atmosphere for all community members and students. • Increase opportunities for and participation in family engagement opportunities and ensure that parents who attend are representative of the district's population. • Create specific district wide committees for families and employees to have access to high levels of leadership to problem-solve situations as they arise in our district.	**Year**	**Utah State Board of Education Climate Survey**
		2025	Baseline survey data
		2026	Improve survey data scores by 4% over baseline in 3 priority areas.
		2027	Improve survey data scores by 8% over baseline in 3 priority areas.
		2028	Improve survey data scores by 12% over baseline in 3 priority areas.
		2029	Improve survey data scores by 16% over baseline in 3 priority areas.
		2030	Improve survey data scores by 20% over baseline in 3 priority areas.
Reduce the number of major offenses tied to bullying, harassment, discrimination, school safety, and physical aggression to 4% or lower across all student groups by 2030.	• Implement a Levels of Behavior policy and train all teachers and administrators in these protocols. Measure the effectiveness through Office Discipline Referral Data reported on Powerschool as well as SafeUT reports. • Implement a successful PBIS system at each school site that is measured by a school-wide evaluation tool (SET).	**Year**	**Office Discipline Referrals (ODRs) as measured by Powerschool and SafeUT reports**
		2025	Baseline ODR data
		2026	Drop in ODRs by 2% for all student groups
		2027	Drop in ODRs by 4% for all student groups
		2028	Drop in ODRs by 6% for all student groups
		2029	Drop in ODRs by 8% for all student groups
		2030	Drop below 4% in ODRs for all student groups
Decrease the number of students who are chronically absent by 20% by 2030.	• Implement evidence-based strategies to improve attendance.	**Year**	**Chronic absenteeism data**
		2025	Baseline survey data
		2026	Decrease by 4% from baseline
		2027	Decrease by 8% from baseline
		2028	Decrease by 12% from baseline
		2029	Decrease by 16% from baseline
		2030	Decrease by 20% from baseline

PRIORITY 3

Stewardship of Resources

Goals	Strategies	Key Performance Indicators (KPIs)	
Increase the retention of high quality teachers between years 5 and 15 by 15% over 5 years.	• Implement an employment satisfaction survey to identify areas of improvement and success to reduce employee turnover. • Work with employee groups to create plans to improve benefits and salaries. • Provide support for employees with continued professional development.	**Year**	**Employee Satisfaction Survey**
		2025	Baseline data
		2026	Improve survey data scores by 3% over baseline in 3 priority areas.
		2027	Improve survey data scores by 6% over baseline in 3 priority areas.
		2028	Improve survey data scores by 9% over baseline in 3 priority areas.
		2029	Improve survey data scores by 12% over baseline in 3 priority areas.
		2030	Improve survey data scores by 15% over baseline in 3 priority areas.
Improve communication about decision-making, resource allocation, and facilities management by 15% over 5 years as measured by specific survey data.	• Provide meaningful data and transparency to the community about our decision-making processes. • Provide effective communication to all stakeholders through regular email, board updates, newsletters, in-person community meetings, social media platforms, videocasts, and podcasts.	**Year**	**Community Survey**
		2025	Baseline survey data
		2026	Improve survey data scores by 3% over baseline in 3 priority areas.
		2027	Improve survey data scores by 6% over baseline in 3 priority areas.
		2028	Improve survey data scores by 9% over baseline in 3 priority areas.
		2029	Improve survey data scores by 12% over baseline in 3 priority areas.
		2030	Improve survey data scores by 15% over baseline in 3 priority areas.



Acknowledgments

Thank you for your contributions!

Board of Education

Rebecca Nielsen
School Board President – District 6

Jennifer Partridge
School Board Vice President – District 4

Lisa Boyce
School Board – District 1

Melanie Hall
School Board – District 2

Megan Van Wagenen
School Board – District 3

Teri McCabe
School Board – District 5

Gina Hales
School Board – District 7

Monika Tua'one
Student Board Member

Hutch Fale
Student Board Member

Will Weidner
(2023-2024 Student Board Member)

Max Joyner
(2023-2024 Student Board Member)

Provo City SCHOOL DISTRICT

Strategic Plan Committee Members
District Employees &
Community Members

District Employees

Wendy Dau, Superintendent

Devyn Dayley, Business Administrator

Jason Cox, Deputy Superintendent

Jarod Sites, Assistant Superintendent of Elementary Education

Darrell Jensen, Assistant Superintendent of Secondary Education

Judy Rose, Director of Elementary Teaching and Learning

Doug Finch, Director of Secondary Teaching and Learning

Jason Garrison, Director of Student Services

Michelle Eldredge, Director of Continuous School Improvement

Suraj Syal, Director of Special Education

Nate Mitchell, Director of Research and Assessment

Caleb Price, Director of Communications

Rebecca Rogers, Director of Human Resources

Clay Bingham, Director of Career and Technical Education

John Anderson, Director of Special Programs

Steve Reese, Director of Accounting

Kyle Bates, Director of Building and Maintenance

Tammy Horger, Director of Child Nutrition

Troy Lindloff, Director of Transportation

Community Members

Angela Anderson
Danny Caldwell
Carrie Crowe
Brookanne Dalby
Jamie Davis-Leite
Julia Doxey
Nancy Montero
Christy Giblon
Anthony Lugo
Tiffany McCloud
Robyn Pulham
Sara Parrish
Angela Puertas
Shanelle Robinson
Jeff Rust
Daniel Stokes
Ethan Unklesbay
Mary Wade
Carmen Williams
Britney Wood
Sara Wursten

Independence High School

Provo City
SCHOOL DISTRICT

provo.edu

@provocityschooldistrict

2026
Ignite
THE
Magic
2027

IGNITE
THE
MAGIC
HOW DO WE
IGNITE THE MAGIC
FOR OUR TEACHERS
AND STUDENTS?

WE IGNITE THE MAGIC WITH INTENTIONALITY

RELATIONSHIPS

Every student known, valued, and connected

ENGAGING • MEANINGFUL • RIGOROUS

Instruction that challenges and inspires

Provo City SCHOOL DISTRICT

Welcome · Educate · Inspire

FROM FOCUS TO RESULTS
INTENTIONALITY LEADS TO SUCCESS
WE BELIEVED IN THE MAGIC.
WE STAYED FOCUSED.
WE ACHIEVED OUR GOALS.
IGNITE THE MAGIC

Strategic Plan District Goals

**Growth coming in October*

GREEN = GOAL MET

PROFICIENCY TARGETS 2026

	Increase by 3%	Increase by 3%	Increase by 3%
	ELA	MA	SCI
Acadience 1st-3rd	73%	76%	n/a
Acadience 3rd OG	76%	73%	
RISE 3rd-6th	47%	51%	54%
RISE 7th-8th	46%	44%	50%
Aspire+ 9th-10th	46%	33%	42%
ACT Composite (>/= 18)		60%	

ATTENDANCE SUCCESS

9.75%

REDUCTION IN ELEMENTARY ABSENCES

FRANKLIN ELEMENTARY

26.42%

CHANGE IN ABSENTEEISM

WESTRIDGE ELEMENTARY

19.67%

CHANGE IN ABSENTEEISM

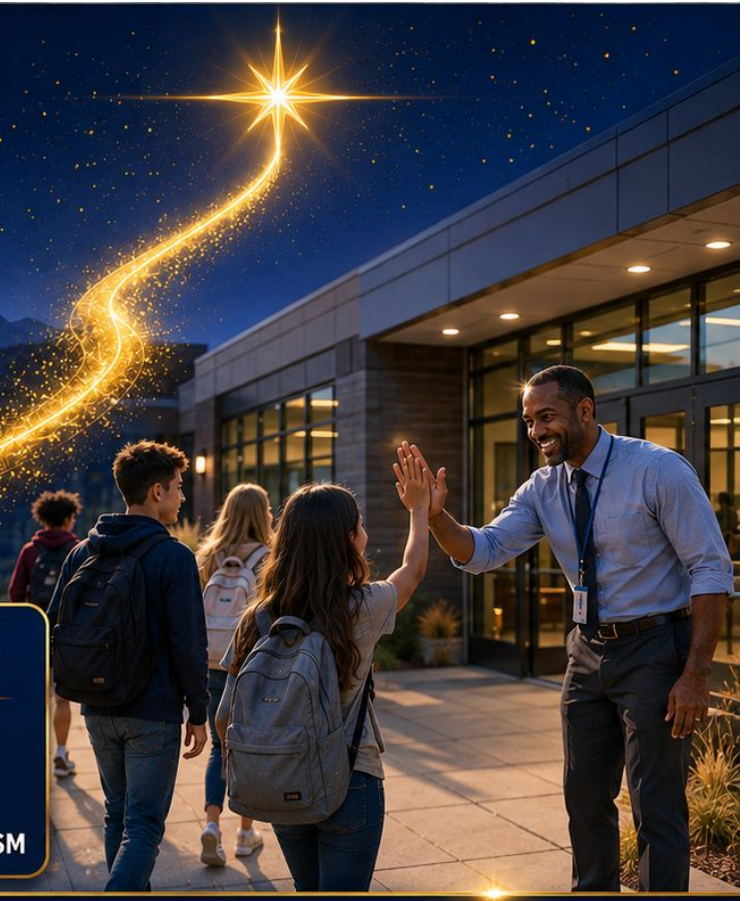
WITH INTENTIONALITY, WE CREATED SUCCESS.

MORE STUDENTS PRESENT. MORE OPPORTUNITIES TO LEARN.

ATTENDANCE SUCCESS

11.37%

REDUCTION IN SECONDARY ABSENCES



PROVO HIGH	CENTENNIAL MIDDLE	INDEPENDENCE
19.25%	17.42%	13%
CHANGE IN ABSENTEEISM	CHANGE IN ABSENTEEISM	CHANGE IN ABSENTEEISM

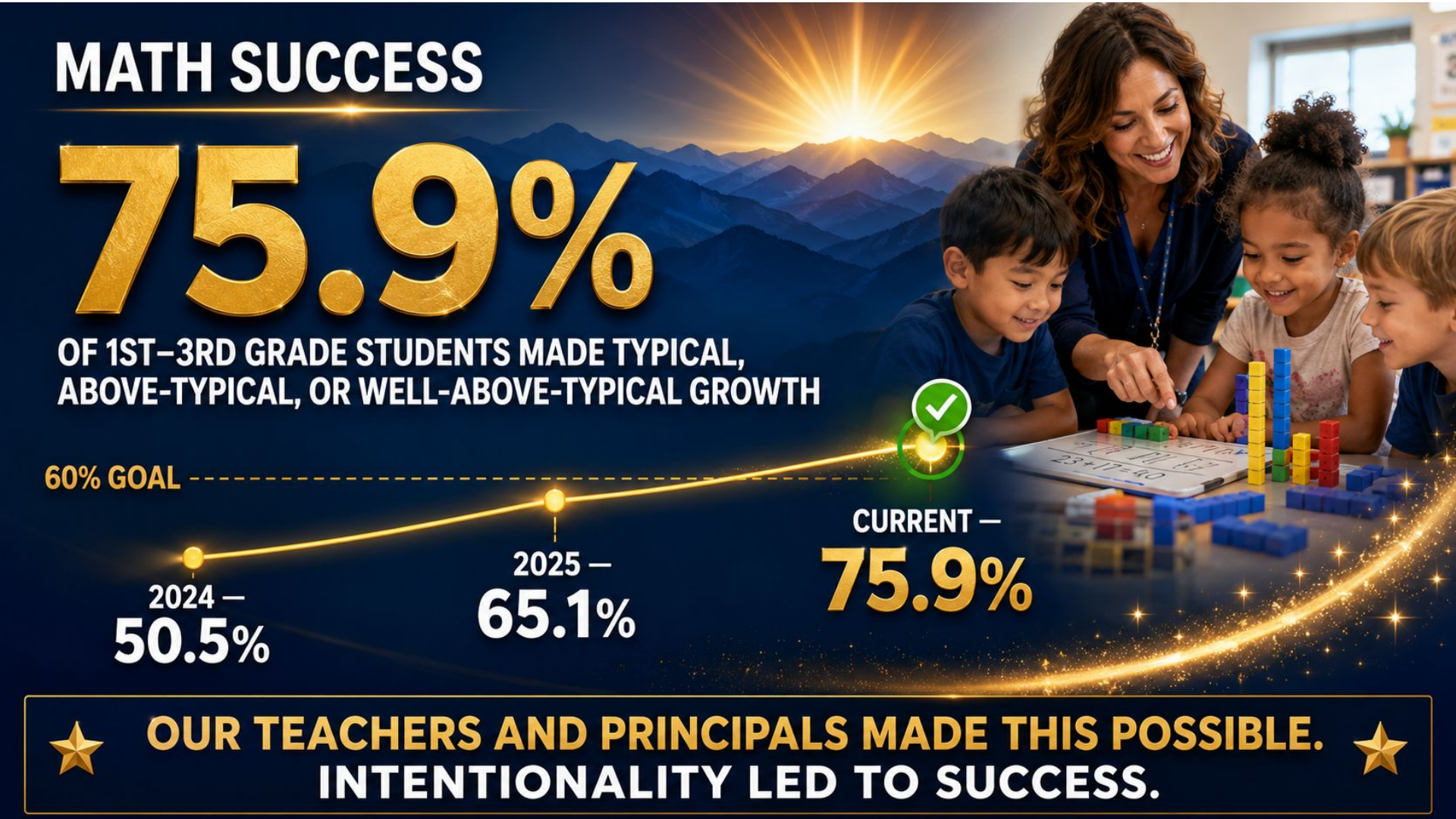
WITH INTENTIONALITY, WE CREATED SUCCESS.

MORE STUDENTS PRESENT. MORE OPPORTUNITIES TO LEARN.

MATH SUCCESS

75.9%

OF 1ST–3RD GRADE STUDENTS MADE TYPICAL, ABOVE-TYPICAL, OR WELL-ABOVE-TYPICAL GROWTH



OUR TEACHERS AND PRINCIPALS MADE THIS POSSIBLE.
INTENTIONALITY LED TO SUCCESS.

MATH SUCCESS

+7 POINT GOAL

1ST GRADE

73% EOY

+7 POINT GOAL

62% BOY

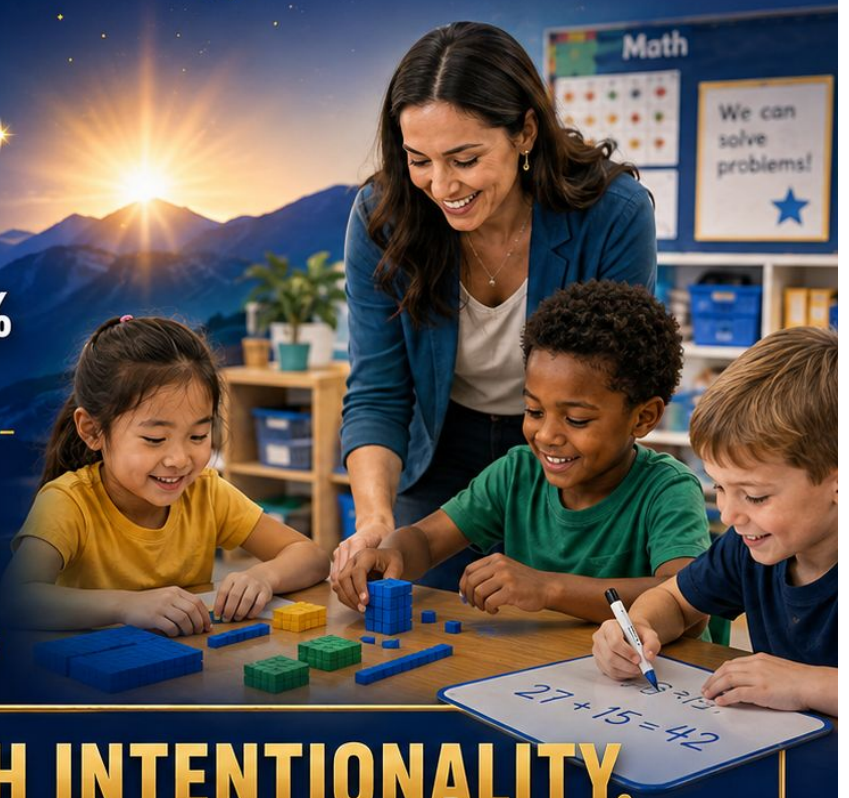
+11 POINTS

2ND GRADE

81% EOY

62% BOY

+19 POINTS



WE MADE MAGIC WITH INTENTIONALITY.

BOTH GRADES EXCEEDED THE GOAL.

CONCURRENT ENROLLMENT SUCCESS

35.5%

INCREASE IN CONCURRENT ENROLLMENT

HIGHEST INCREASE IN CE CREDITS EARNED IN UTAH COUNTY

TIMPVIEW HIGH SCHOOL

$2 MILLION

TUITION SAVINGS

PROVO HIGH SCHOOL

$1.72 MILLION

TUITION SAVINGS

CE • AP • CTE PATHWAYS FOR ALL STUDENTS

WITH INTENTIONALITY, WE CREATED SUCCESS.

IGNITING THE MAGIC THROUGH INTENTIONALITY

GRADUATION RATE SUCCESS

PROVO HIGH

+8

PERCENTAGE-POINT GAIN IN THREE YEARS

WITH INTENTIONALITY, WE CREATED SUCCESS.

MORE GRADUATES • MORE OPPORTUNITIES • BRIGHTER FUTURES

IGNITING THE MAGIC THROUGH INTENTIONALITY

TIMPVIEW HIGH SCHOOL SUCCESS

#9

BEST HIGH SCHOOL IN UTAH

U.S. NEWS & WORLD REPORT

TIMPVIEW THUNDERBIRDS

25% ECONOMICALLY DISADVANTAGED

No other top-ranked Utah school serves a comparable demographic.

WITH INTENTIONALITY, WE CREATED SUCCESS.

COLLEGE PREPARATION • STRONG ASSESSMENT RESULTS • GRADUATION SUCCESS

2026–2027

OUR FOCUS AS WE IGNITE THE MAGIC

TIER 1 INSTRUCTION

ENGAGING • MEANINGFUL • RIGOROUS

RELATIONSHIPS

KNOWN • VALUED • CONNECTED

STUDENT SUCCESS

TWO PILLARS. ONE SHARED PURPOSE.

DISTRICT IMPROVEMENT PLAN

Through **classroom observations** and **strategic professional learning**, the District Improvement Plan emphasizes **strengthening Tier I instruction** to ensure equitable access to high-quality learning experiences for all students.

CLASSROOM OBSERVATIONS

Intentional observations inform our understanding of instruction and support continuous improvement.

STRATEGIC PROFESSIONAL LEARNING

Targeted professional learning builds teacher capacity and supports effective Tier I instruction.

STRENGTHENING TIER I INSTRUCTION

High-quality Tier I instruction in every classroom leads to stronger outcomes for every student.

ENSURING EQUITABLE ACCESS

to high-quality learning experiences for all students.

IGNITING THE MAGIC THROUGH TIER 1

THREE PILLARS OF EMPHASIS

STUDENT ENGAGEMENT

- INCREASE ACADEMIC DISCUSSIONS WITH STUDENT TALK
- NO CELL PHONES
- TECHNOLOGY AS A TOOL, NOT A SUBSTITUTE
- INTENTIONAL PLANNING

ACADEMICS

- LITERACY
  - SB241 IMPLEMENTATION
  - PROVO READS
  - CONTENT LITERACY
  - DISCIPLINARY LITERACY
- MATH

CLASSROOM OBSERVATIONS

- MAKE OUR PRACTICE PUBLIC
- IDENTIFY AND SHARE BEST PRACTICES
- PROVIDE FEEDBACK
- CREATE SYSTEMWIDE SUPPORTS

STRONGER TIER 1 INSTRUCTION

ENGAGE • READ • OBSERVE • GROW

PROVO READS

CAMPAIGN OUTLINE

STRONG READERS. STRONG FAMILIES. STRONG COMMUNITY.

Provo READS — every child. every day.

ProvoREADS

COMMUNICATION

SCHOOL
-Toolkits
-Literacy Talking Points
-Monthly Messages
-Resources & Posters

SOCIAL MEDIA & COMMUNICATIONS
-Campaign Themes
-Weekly REELS
-Tools & Ideas

WEBSITES
-Elementary Website
-Secondary Website
-Public Website

COMMUNITY

WHY LITERACY MATTERS
-Tools for SB241
-Parent friendly information on science of reading

SUPPORTING YOUR READER
-Parent University:
A Collaborative Workshop for K-3 Students and Parents

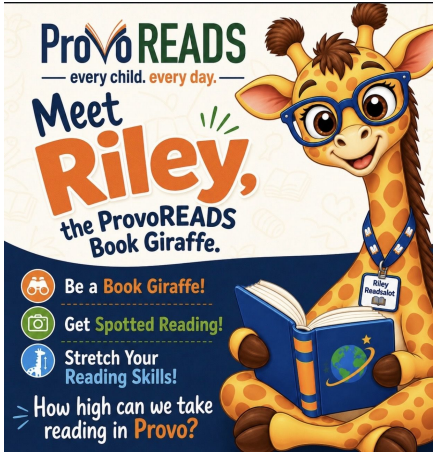
LITERACY IN ACTION
-School Events
-Family Reading Challenges
-Summer Reading Programs
-Family Reads Program
-Community Partnerships:
*Provo City, Public Library, Universities, Businesses

EMPLOYEE

INSTRUCTIONAL SUPPORTS
-Tier 1
-Interventions
-Instructional Coaches
-TI Coordinators
-Literacy Framework
-Assessment
-Science of Reading Resources

SB241 [Elementary Only]
-Purpose & FAQs
-Individualized Reading Plan [IRP] Process
-Parent Communication
-Retention

Website & Toolkits
-Teacher Toolkit
-Resources found on Website



DATES TO NOTE:
October 2nd – State-wide Read-A-Thon
October 15th – Parent University #1 @ Shoreline Middle School
February 4th – Parent University #2 @ Shoreline Middle School
March 2nd – Read Across America Day

Have feedback? Need help?

Click here.

IGNITING THE MAGIC

THROUGH BUILDING GREAT RELATIONSHIPS

PBIS STRUCTURES

CONSISTENT SYSTEMS THAT CREATE SAFETY AND BELONGING

ATTENDANCE

CONTINUE OUR FOCUS AND INITIATIVES

CONTINUUM OF BEHAVIOR SUPPORT

LEVELS OF BEHAVIOR

BEHAVIOR SUPPORT TEAM

GREAT RELATIONSHIPS

KNOWN • VALUED • CONNECTED • SUPPORTED

ARTEMIS II

TOGETHER, WE IGNITE THE MAGIC

ONE CREW • ONE MISSION • ANYTHING IS POSSIBLE

"WE WILL ALWAYS CHOOSE EARTH.
WE WILL ALWAYS CHOOSE EACH OTHER."

— CHRISTINA KOCH

Provo City
SCHOOL DISTRICT

Welcome · Educate · Inspire

IGNITE THE MAGIC
ONE DISTRICT. ONE CREW.
TOGETHER, WE MAKE THE IMPOSSIBLE POSSIBLE.
ONE MISSION • EVERY STUDENT • EVERY DAY

DLI & Boundary Study Parent Committee

Meeting Report from
August 20,2026

Provo City School District
Welcome • Educate • Inspire

Introductions
Schedule
Expectations & Norms

Provo City School District
Welcome • Educate • Inspire

Timeline

August 20: DLI Committee meeting

August-September: Focus group & interview research from Peregrine Research

September 17: DLI Committee meeting

October: Peregrine report to the School Board

October 15: DLI Committee meeting

October-November: Survey to all families

November 19: DLI Committee meeting

December/January: Possible board decision

After board decision, this committee will work on boundary/school closure policy.

After each DLI committee meeting, the board will receive a report in the next board mtg.

DLI & Boundary Committee
Expectations & Norms

1 Expectations

- Consistent attendance
- Arrange alternate if needed
- Engage in thoughtful discussions
- Represent various viewpoints of your school community
- Seek solutions that benefit all students
- Be a liaison
- Watch board meeting related discussions

2 Meeting Norms

- Approach conversations with an open mind
- Civility & dignity
- Don't dominate conversation
- Speak up if you're a quieter personality

The recommendations of the committee are helpful and important information for the Board of Education, but ultimately the Board members will weigh many factors and may not adopt the exact recommendations of the committee.

Provo City SCHOOL DISTRICT
Welcome·Educate·Inspire

What does this look/sound like?

Provo City SCHOOL DISTRICT
Welcome·Educate·Inspire

Current DLI

4 Languages:

- Spanish (2 schools)
- French
- Chinese
- Portuguese

About 25% of elementary students participate

Provo City SCHOOL DISTRICT
Welcome · Educate · Inspire

Parameters

Any changes need to fit within the state requirements

Budget – This is not necessarily a budget issue, but the idea is to maximize resources

Staffing considerations

Provo City SCHOOL DISTRICT
Welcome • Educate • Inspire

Discussion

What stood out to you from the DLI information or the board discussions?

What other information do we need?

Provo City School District
Welcome • Educate • Inspire

Stand Outs

- Elitist ideology that comes with DLI, separatist vibe, pull resources to help with this?
- FTE disparity between DLI and non-DLI schools. Money spent on additional FTEs for our DLI is significant.
- Disparity in class sizes at DLI vs non-DLI schools and DLI English only vs. DLI classes. How do we even things out across programs and across schools?
- For all of the schools except for Lakeview, less than 50% of the DLI students live in school boundaries so more coming from outside school boundaries than inside school boundaries. Clearly people are willing to travel for this.

Provo City SCHOOL DISTRICT
Welcome • Educate • Inspire

Stand Outs

- Experience and expertise In DLI education with our current model is spread across many schools vs magnet where it could be more concentrated all in one place.
- One standout is that the option to start in later years and what that looks like isn't clear. But this would help prevent families who move in having their own kids divided between DII and non-DLI.
- Different kinds of DLI in the district- heritage language vs. foreign language programs.

Provo City SCHOOL DISTRICT
Welcome • Educate • Inspire

More Info

- Cost of putting a 1st grader through 12th grade DLI vs non-DLI. Do we spend more money on our DLI students than our non DLI students? Does it cost more to cover students from out of district?
- Do we have data on how many students “finish”?
- How many parents are having to pay for tutors to get their children through the program?
- Data on academics- outcomes for students in DLI and non-DLI. Can we see academic data disaggregated?
- Is there some kind of experiential post assessment for students who don’t complete the program? Are our non-completers mostly due to move outs or something else?

Provo City SCHOOL DISTRICT
Welcome • Educate • Inspire

More Info

- How do we address the challenge that in a nonDLI tract we have the same students in a class all the way through 1-6th grade if there is only one english only class?
- Need info about whether there really are more IEP and behavioral concerns in the nonDLI class at a DLI school? Is this only anecdotal?
- Data on socioeconomic status of families that participate?
- Are there consistent level of academic expectations across schools and do they match expectations for our non-DLI students?
- Gather info from teachers and principals on whether tutors are truly “required” vs “uber parents that are really into it.” Does the current curriculum require tutoring outside of school to “succeed”?

Provo City SCHOOL DISTRICT
Welcome · Educate · Inspire

More Info

- Besides socioeconomic data, can we look at housing affordability with people migrating in and out of this program? Is cost of housing in neighborhoods impacting accessibility? (This parent came and shared afterwards that, for example, the high cost of housing in Canyon Crest boundaries makes that spanish DLI program accessible only to those who can afford the neighborhood or have the capacity to drive their child from outside of the boundary.)
- How does the 25% participation rate change across several demographics in terms of race and home language, etc? If, for example, you look at our native Spanish speaking families, do less than 25% have access? It is an important thing to look at access and how it varies across multiple family demographics.

Provo City SCHOOL DISTRICT
Welcome · Educate · Inspire

Board Questions

What are our priorities?

Does it matter to families which language, or just that there is one?

What is the best way to address the challenges that come with having a DLI program in a school that also has an English-only track?

Do families value DLI enough to attend if it weren't at their neighborhood school?

Is there value in adding Spanish DLI to schools with high populations of native speakers?

Provo City SCHOOL DISTRICT

Welcome • Educate • Inspire

WHAT PROBLEM ARE WE TRYING TO SOLVE?

Where is the central area that benefits all students?

Provo City SCHOOL DISTRICT
Welcome • Educate • Inspire

Logistics

Committee meets 3rd Thursdays of each month.

Meeting summaries will be posted on the website for the public, & shared with committee members.

3 board members can attend. We will have an update & discussion after each committee meeting. The board discussion can help shape the agenda for the next committee meeting.

Provo City School District
Welcome · Educate · Inspire

Proposal

Proposal Number

2112619452

Account Number/Name

34086

PROVO CITY SCHOOL DISTRICT

Created On

08/06/2026

Created By

Jacob Palmer

Thank you for creating your proposal, details are provided below. You can access this proposal from your Apple Store for Education Institution by searching proposal number 2112619452.

Item	Product / Description	Total Quantity	Unit Price	Total Price
1	MDHL4LL/A 13-inch MacBook Air: Apple M5 chip with 10-core CPU and 8-core GPU, 16GB, 512GB SSD - Silver (Packaged in a 5-pack) Specifications • M5 chip: Apple M5 chip with 10-core CPU, 8-core GPU, and 16-core Neural Engine • Unified Memory: 16GB unified memory • SSD Storage: 512GB SSD storage • Power Adapter: 40W Dynamic Power Adapter with 60W Max • Pro Apps Bundle for Education: None • Keyboard Language: Backlit Magic Keyboard with Touch ID - US English • Accessory Kit: Accessory Kit	225	1,179.00	265,275.00 USD

Subtotal	265,275.00 USD
Estimated Tax	0.00 USD
Total	265,275.00 USD

Please note that your order subtotal does not include sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed. Your order total may include estimated sales tax that is subject to change at the time your order is processed.

How to Order

If you would like to convert this Proposal to an order, log into your Apple Store for Education Institution and select ‘Proposal’ from the pull-down menu. Search for this Proposal by entering the Proposal Number referenced above.

Note: A Purchaser login is required to order. Visit your Apple Store for Education Institution to login or create your Purchaser Apple Account.

The prices and specifications above correspond to those valid at the time the Proposal was created and are subject to change. Purchases are subject to the terms and conditions of your agreement with Apple and the Apple Store for Education Institution.

Copyright © 2026 Apple Inc. All rights reserved.

Quote

Sales Rep: Carly Smith

Submitted on: 8/11/2026
(Valid 45 days)

Quote # PCSD_VMHP01

Terms (Years) 3

Bill To:
Provo City School District
280 West 940 North
Provo, Utah 84604

Product Item / Fee	*Sites	Annual Rate (Per Site)	Annual Recurring Rate	Term Amount
Visitu Visitor Management ***Special Utah state pricing** A secure digital check-in system that simplifies monitoring who enters and exits your facility, ensuring only authorized individuals are permitted on site. Instantly screen all visitors with sex offender background checks, manage custom watchlists, issue visitor passes, send security alerts to staff, and generate detailed reports of guest activity.	19	**$500**	**$9,500**	**$28,500**
Add On Enhanced Capabilities	***Sites**	**Annual Rate (Per Site)**	**Annual Recurring Rate**	**Term Amount**
Attendance & Rostering Enables the tracking and management of student tardy entries and early dismissals Scheduled data writebacks are available, depending on your SIS vendor's capabilities. For automated API syncing, direct SIS integration options are available (additional fees apply).	17	**$100**	**$1,700**	**$5,100**
SIS Integration *(Used for: Visitor Management, Dismissal, Hall Pass and/or Reunification)*	***Sites**	**Annual Rate (Per Site)**	**Annual Recurring Rate**	**Term Amount**
Powerschool with writeback Includes full integration setup to automatically sync student and staff rosters directly from your Student Information System. Available Partners: PowerSchool. API Fee - yearly fee.	19	**$500**	**$9,500**	**$28,500**
		Annual & Full-Term Platform Sub-totals:	**$20,700**	**$62,100**
Implementation and Service Fees	***Sites**		**One Time Rate (per site)**	**Total**
Visitu Implementation & Onboarding *NO COST WITH CRISISALERT Comprehensive virtual setup, system configuration, and virtual onboarding training for the visitor management platform.	19		**$0**	**$0**
Visitu Starter Kit *(Additional)* Each additional kit includes your choice of: Kiosk Accessories Kit (iPad Not Included): 1 tablet stand, 1 Wireless CENTEGIX printer, and 5 rolls for visitor/student passes.	25		**$140**	**$3,500**
Shipping & Handling (If Applicable) *NO COST WITH CRISISALERT Shipping and handling for all hardware needed to support the Visitor Management, if applicable.	25		**$0**	**$0**

One-Time Fees Sub-total:	**$3,500**
Year 1 (includes One time fees)	**$24,200**
Visitu Promotion	**-$9,500**
Year 1 net of Promotion	**$14,700**
Each Additional year	**$20,700**
Contract Total Full 5 Year Term	**$56,100**

NOTES:

Site Count Adjustments: The current pricing reflects a preliminary site count and is subject to final adjustment pending receipt of the official, finalized site list from the customer.
Annual contract will renew after the selected term expires at CENTEGIX then current pricing.

Hardware Exclusions: Visitu software kits do not include iPads, tablets, or computers.

All invoices are payable on Net 30 terms.

Any remaining fees (if applicable) will be invoiced annually upon the anniversary date.

Amounts do not include local, state or federal taxes. If you are tax exempt, please provide a tax exempt form otherwise sales tax will be charged.

(800) 950-9202 2120 Powers Ferry Road SE, Suite 110, Atlanta, GA 30339 sales@centegix.com

Firearm Safety Training

Policy Series: 4000 Curriculum, Instruction and Assessment

Policy No. 4064

DRAFT

Purpose

The board of education is committed to providing students with developmentally appropriate firearm safety instruction that promotes accident prevention, personal safety, and responsible firearm safety practices in accordance with Utah law while respecting the rights of parents/guardians to direct their child's participation.

Firearm Safety Training

Each district school shall provide firearm safety training to students in accordance with Utah State Board of Education standards and the following schedule:

1. At least three times while a student is attending kindergarten through grade 6;
2. At least once while a student is attending middle school; and
3. At least once while a student is attending high school.

The training shall:

1. Be developmentally appropriate to the grade level, according to state guidelines, receiving the instruction; and
2. Emphasize best practices and guidelines for the safe handling and storage of a firearm to prevent accidents and ensure personal safety.

The instruction may be provided:

1. Through in-person instruction, video instruction, or online materials;
2. Through an existing hunter safety course;
3. Through the health education curriculum;
4. Through the physical education curriculum; or
5. Through firearm safety curricula or materials created by the Utah Attorney General's Office.

Any statements regarding firearms provided during instruction shall be politically neutral.

If the instruction includes the display or functionality of an actual firearm on or about school premises, the individual providing the instruction shall qualify for an exemption under Utah Code § 53-5a-108(1)(a) through (f).

Before firearm safety instruction is provided:

1. Parents/guardians shall be notified of the instruction; and
2. Parents/guardians shall be informed of the option and process to opt their student out of the instruction.

A school may provide an alternative educational activity for a student who has opted out of the instruction.

Legal References:

Utah Code § 53E-4-207

Utah Code § 53-5a-108

Board Approved:

DRAFT

Risk Management Coverage for Employees

Policy Series: 5000 Personnel

Policy No. 5350

DRAFT

Purpose

The purpose of this policy is to identify the District's election to extend risk management coverage to eligible employees acting within the scope of their employment and to establish procedures for providing employees with required notices and acknowledgments regarding legal liability protection.

Overview

The Board elects to extend insurance coverage available through risk management to District employees in their individual capacities to the extent that claims of liability arise from acts or omissions performed within the scope of the employee's employment with the District.

Coverage is subject to the terms, conditions, limitations, exclusions, and eligibility requirements established by applicable law, the state risk manager, the Risk Management Fund, and any applicable coverage documents.

Notice to Employees

No later than the first day of each school year, the District shall provide each employee with the disclosure prepared by the state risk manager regarding legal liability coverage available to District employees.

The disclosure shall include information regarding:

1. The eligibility requirements to receive coverage;
2. The basic nature of the coverage provided to District employees, including what is not covered; and
3. Whether the coverage is primary or in excess of any other coverage provided to employees.

If the District hires an employee after the first day of the school year, the District shall provide the disclosure to the employee no later than ten days after the employee is hired.

Acknowledgement by New Employees

The District shall require each newly hired employee to sign a separate acknowledgment confirming that the employee has received the required disclosure and understands the legal liability protection described in the disclosure, including what is and is not covered.

The District shall retain the signed acknowledgment in the employee's personnel file.

Legal References:

Utah Code § 63A-4-204

Utah Code § 53G-11-202

Board Approved:

DRAFT

Provo City SCHOOL DISTRICT

Acknowledgment of Legal Liability Protection (DEC)

Policy Series: 5000 Personnel

Policy No. 5350
Form #1

Employee Name: _____

Date of Hire: _____

Position/Department: _____

School/Work Location: _____

I am a newly hired employee of the District. I acknowledge that I have received the disclosure regarding legal liability protection and insurance coverage provided to eligible District employees through the Utah State Risk Manager.

I acknowledge that I have read the disclosure provided by the District. I further acknowledge that I understand the legal liability protection available to me, including the eligibility requirements, the basic nature of the coverage, and what is not covered, as explained in the disclosure.

Unless noted below, I have no questions or uncertainty regarding the legal liability protection described in the disclosure.

Questions or Comments, if any:

_____

_____

DRAFT

_____

Dated this _____ day of _____, 20_____.

Employee Signature:_____

Witness Signature:_____

DRAFT

Credit for Prior Teaching Experience and New Employee Placement on the Salary Schedule

Policy Series: 5000 Personnel

Policy No. 5325

DRAFT

Purpose

The purpose of this policy is to establish uniform standards and procedures for awarding credit for prior teaching experience in accordance with Utah law, applicable licensure requirements, and District compensation practices. The Board of Education recognizes the importance of hiring and maintaining a high quality work force to promote student learning. The Board believes that having an excellent staff throughout the district is critical to provide quality education for students. The Board of Education is committed to ensuring that prior qualifying educational experience is evaluated consistently, fairly, and transparently to support the recruitment and retention of highly qualified educators . Please see Procedure 1 of this policy for further directions.

Credit for Prior Teaching

The district advertises for many staff vacancies each year, and the applicant pools for each position can be extremely varied. Excellent educators from outside the district who are selected for positions may request placement on the respective salary scale beyond what has, to this point, been common practice in Provo City School District.

This policy is in recognition of the need to hire well qualified staff and in further recognition that excellent veteran teachers and other staff may need to be granted additional credit on the salary schedule in a way that gives appropriate credit for verifiable years of previous relevant work. This practice applies to contracted staff new to Provo City School District. The Board directs the superintendent to develop procedures to define the criteria and circumstances where such salary schedule placements for contracted employees might be accomplished.

Some of the criteria to justify such salary schedule placements may include:

- Verifiable excellence in the position prior to coming to Provo City School District

- The in-demand nature of the position (such as math teachers, special education teachers, technical teachers, other contracted specialists)
- Unsuccessful prior attempts to hire the position within the same hiring season
- The lack of a deep pool of viable applicants
- Positions for difficult/demanding assignments that generally garner low levels of qualified applicants (English-Debate, principals, athletic directors)
- Positions requiring other unique experience

Credit for Experience

In the event the District negotiates the amount paid as salary, step placement, or lane placement for an individual contract of employment with a new certified employee in the District, the Board may grant credit for prior teaching experience in the public schools.

Partial Year Experience

In calculating credit for experience for compensation purposes only, a certified employee shall be given partial credit for less than a full school year in an amount proportionate to the part of the year worked by the employee.

Interpretation of this Policy

Nothing in this policy shall be construed to require recognition of prior credit for teaching outside the District or for partial credit for less than a full school year in determining whether a certified employee has an expectation of continued employment under the District's Orderly Termination Policy.

Nothing in this policy shall be construed to mean that teaching experience is the only or most important factor in making employment decisions. Certified employees shall be employed based upon all factors related to professional qualifications.

~~The Board of Education recognizes the importance of hiring and maintaining a high quality work force to promote student learning. The Board believes that having an excellent staff throughout the district is critical to provide quality education for students.~~

Board Approved: August 13, 2013
Revised: August 18, 2014
October 10, 2017

DRAFT

Provo City School District

Policy Series 5000: Personnel

5325 P1

New Employee Placement on the Salary Scale

Contracted Employees

Contracted Employees who are new to the district will be placed on the salary schedule according their education and years of experience for up to seven years in a similar position.

Excellent applicants who are selected may have the hiring supervisor request to be given credit for additional years of experience in a similar position by submitting to the Deputy Superintendent verifiable evidence of the quality of their previous work.

The request must include:

1. A letter requesting the advanced placement from the supervisor hiring the new employee that describes the quality of the new employee's previous work. The description must include specific verifiable evidence (documents) such as: significant improved student achievement gains, recognition awards, leadership positions held, or leading professional development training.
2. A resume of the new employee.

A request for granting consideration of additional steps on the salary schedule may also be granted for positions that are difficult to fill. The person hiring the new employee may submit a letter to the Deputy Superintendent that describes the reason(s) the pool of potential employees for the position was poor. The letter must include:

1. The number of attempts to hire for the position
2. The number of candidates for the position for each attempt to hire for the position
3. The quality of candidates for each attempt to hire for the position
4. Each request will be treated individually on its own merits. Such requests are by their very nature unique, therefore no prior decision on another case will influence a future decision.

Hourly Employees

New hourly employees will be placed at level zero (0) on the salary scale. Current hourly employees who change to another position within the district and have at least one (1) year of District employment, will be placed at level one (1) on the salary scale.

Adopted: June 16, 2015
Revised: October 2017

Legal Defense of Employees

Policy Series: 5000 Personnel

Policy No. 5410

DRAFT

Purpose

The purpose of this policy is to establish the circumstances under which the district will provide legal representation and defense to employees for acts or omissions occurring within the course and scope of their employment, in accordance with Utah law. The board of education is committed to protecting employees who perform their duties in good faith while ensuring the appropriate use of public resources and compliance with applicable legal requirements.

Notice of Suit or Threat of Suit

In the event that an employee is sued or threatened with suit for actions taken while engaged in the performance of the employee's duties, within the scope of employment, or under color of state authority as an employee of the district, the employee shall notify the superintendent in writing of the suit or threat of suit.

The written notice shall include:

1. A short statement of the facts giving rise to the claim;
2. The nature of the claim asserted; and
3. An explanation of how the actions giving rise to the claim relate to the employee's job duties, occurred within the scope of employment, or occurred under color of authority.

The employee shall also request in writing that the district provide a defense to the claim. The request shall be made:

1. Within ten (10) days after service of process upon the employee;
2. Within a longer period that would not prejudice the district in maintaining a defense on the employee's behalf; or
3. Within a period that would not conflict with notice requirements imposed on the district in connection with insurance coverage relating to the risk involved.

If the employee fails to make a timely request or fails to cooperate in the defense, including the making of an offer of judgment or settlement, the district may decline to defend or continue defending the employee and may decline to pay any judgment, compromise, or settlement arising from the claim.

Referral to Legal Counsel

The superintendent may, if the nature of the action warrants, provide a copy of the request for defense to State Risk Management or to the district's legal counsel.

Limitation of Obligation to Provide Defense

Nothing in this policy obligates the district to provide a defense, pay a judgment, or otherwise assume liability for acts or omissions that did not occur:

1. During the performance of the employee's duties;
2. Within the scope of employment with the district; or
3. Under color of authority.

The district may decline to provide a defense, discontinue providing a defense, or decline to indemnify an employee for:

1. Fraudulent acts;
2. Willful misconduct where the employee intentionally commits a wrongful act or intentionally fails to act while aware that the conduct will probably result in injury; or
3. Injury or damages caused while the employee was legally intoxicated or under the influence of non-prescribed controlled substances or alcohol to the extent that the employee could not reasonably perform job functions or safely operate a vehicle.

District Response to Request for Defense

Within ten (10) days after receiving a request for defense, the district shall inform the employee whether it will provide a defense and, if it refuses to provide a defense, the basis for the refusal.

If the district refuses to provide a defense, the employee may recover from the district if the employee proves that none of the conditions permitting refusal apply. The employee bears the burden of proof.

DRAFT

The district may conduct a defense under a full reservation of rights, reserving the right to discontinue the defense or decline payment of a judgment if facts are established showing that the employee is not entitled to coverage or indemnification under applicable law.

Legal References:

Utah Code § 63G-7-902

Board Approved:

DRAFT

District Employee and Student Relations
Policy Series: 5000 Personnel

Policy No. 5090
Procedure 3

Professional and Ethical Relationships

District employees 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. District employees shall establish and maintain appropriate personal boundaries in teaching, supervising and interacting with students and avoid behavior that could reasonably lead to even an appearance of impropriety.

Therefore, **the following prohibitions shall continue to apply for an additional two years after the graduation, or separation from the district, of any student who was enrolled in a district school,** including a prohibition during this period on entertaining or socializing with former students in such a manner as to create the perception that a dating or intimate relationship exists. (The two-year extension shall apply to all staff over the age of twenty-one.)
Flaskamp v. Dearborn Public Schools, 385 F.3D 935, 944 (6th Cir. 2004)

Prohibited Employee Behavior

Prohibited district employee behavior toward students includes, but is not limited to:

1. Flirting;
2. accepting personal gifts from or giving gifts to students that would suggest or further an inappropriate relationship;
3. engaging in frequent personal communication with a student (via phone, e-mail, texts, letters, notes, etc.) unrelated to course work or official school matters;
4. providing inappropriate physical displays of affection;
5. making suggestive comments;
6. Dating;
7. making requests for sexual activity;
8. engaging in inappropriate touching or any sexual contact and/or sexual relations; and
9. any conduct prohibited by Policy 5090.

DRAFT

Such behavior is inappropriate and a violation of district policy regardless of whether the student may have "consented."

District employees are prohibited from dating or engaging in any undue familiarity with students, regardless of the student's age. Any action or comment by a district employee that would reasonably invite romantic or sexual involvement with a student is in violation of district policy.

Employees are not authorized to allow students in their homes for school-related social activities without prior written permission from the school principal.

Reporting

Any district employee who has knowledge of or witnesses any possible occurrence of prohibited employee behavior toward students shall report the incident to the school principal or a district administrator. Anonymous complaints of prohibited employee behavior toward students shall also be investigated by the district. Reports of allegations of prohibited employee behavior toward students shall be promptly investigated and follow the procedures utilized for complaints of harassment within the district, including confidentiality.

If a student initiates inappropriate behavior toward a district employee, that employee shall promptly document the incident and report it to a building principal or supervisor.

Board Adopted:

DRAFT

Drug and Alcohol Testing of Other Employees

Policy Series: 5000 Personnel

Policy No. 5200
Procedure 2

DRAFT

Purpose Statement

The purpose of this procedure is to establish the circumstances, requirements, and process for drug and alcohol testing of district employees who are not bus drivers or employees in safety-sensitive positions. This procedure is intended to promote a safe, healthy, and productive work environment; ensure fair and consistent testing practices; protect employee privacy; and comply with applicable Utah law.

This procedure applies to drug and alcohol testing of district employees who are not bus drivers and who are not assigned to a safety-sensitive position. Drug and alcohol testing of bus drivers and employees in safety-sensitive positions is governed by the district's applicable transportation and safety-sensitive employee drug and alcohol testing policies.

Grounds for Testing

The district may require an employee covered by this procedure to submit to drug or alcohol testing under the following circumstances:

1. When there is reasonable suspicion that the employee is using, or is under the influence of, drugs or alcohol while acting within the scope of employment; or
2. When an accident causing bodily injury occurs within the scope of employment and it appears that drugs or alcohol may have been a contributing factor.

Reasonable Suspicion

For purposes of this procedure, "reasonable suspicion" means an articulated belief, based on recorded specific facts and reasonable inferences drawn from those facts, that an employee is using, or is under the influence of, drugs or alcohol.

Reasonable suspicion may be based on observations such as the employee's appearance, behavior, speech, body odors, motor coordination, work performance, or other specific and articulable facts observed by a supervisor or administrator.

Reasonable Suspicion Documentation

Before requiring an employee to submit to a drug or alcohol test based on reasonable suspicion, the supervisor or administrator requiring the test shall document in writing the specific facts and reasonable inferences supporting the reasonable suspicion determination.

The written documentation should include, as applicable:

1. The employee's name and position;
2. The date, time, and location of the observed conduct;
3. The specific observations supporting reasonable suspicion;
4. The names of any witnesses or administrators involved; and
5. The name and signature of the supervisor or administrator requiring the test.

Scope of Employment

An employee acts within the "scope of employment" when the employee is performing duties for which the employee is paid or is otherwise acting by reason of employment with the district.

Testing Procedures

Drug and alcohol testing shall be conducted in accordance with applicable law, district policy, and testing procedures approved by the district.

Testing shall be conducted under reasonable and sanitary conditions and in a manner that reasonably protects the privacy of the employee being tested. Sample collection, storage, transportation, and testing shall be conducted in a manner reasonably designed to prevent sample misidentification, contamination, adulteration, substitution, or interference with reliable testing.

The district may require an employee to provide an appropriate sample for testing, including a breath, saliva, oral fluid, urine, or other legally permissible sample, as determined by the district in consultation with the testing provider and in accordance with applicable law.

When a split urine sample is used, the sample shall be divided into two specimen bottles in accordance with applicable legal requirements so that the second sample may be tested if timely requested by the employee.

DRAFT

The employee shall have an opportunity to provide relevant information to the testing provider, including information about currently or recently used prescription or nonprescription medications or other relevant medical information, consistent with applicable law, including the Americans with Disabilities Act.

Alcohol Testing Procedures

An employee subject to alcohol testing may be required to undergo a breath, saliva, or other legally permissible alcohol test, as determined by the district in consultation with the testing provider.

If an initial alcohol screening test is positive, the result shall be confirmed through an appropriate confirmatory testing method before the district relies on the result as the basis for adverse employment action.

Drug Testing Procedures

Drug testing shall conform to scientifically accepted analytical methods and procedures. The district shall use collection and testing procedures reasonably designed to ensure reliable results and preserve the integrity of the testing process.

Before the result of any drug test may be used as a basis for adverse employment action, the district shall verify or confirm any positive initial screening test through a legally permissible confirmatory testing method.

Notice of Positive Test and Retesting

If an employee receives a positive test result, the district shall provide notice to the employee as required by law.

For a urine test, the employee shall be notified of the right to request testing of the second sample within the time required by law. If the employee timely requests testing of the second sample, the second sample shall be tested.

Consequences of Positive Test

Compliance with the district's drug and alcohol policies is a condition of continued employment.

DRAFT

An employee who tests positive for drugs or alcohol while acting within the scope of employment may be subject to disciplinary action, up to and including termination, in accordance with applicable law and district policy.

In determining the appropriate disciplinary action, the district may consider relevant facts and circumstances, including whether:

1. The employee voluntarily disclosed a need for counseling, treatment, or rehabilitation before being required to submit to testing; and
2. The employee agreed to participate, at the employee's expense, in a counseling, treatment, or rehabilitation program approved by the district.

An employee participating in a counseling, treatment, or rehabilitation program may be subject to conditions of continued employment, including suspension without pay, probation, reassignment where appropriate, or termination for cause, as determined by the superintendent or designee and consistent with applicable law and district policy.

Consequences of Refusal to Test or Tampering With Test

An employee who is required to submit to a drug or alcohol test under this procedure and refuses to be tested, refuses to cooperate with testing procedures, fails to provide a required sample, submits a false or altered sample, or otherwise attempts to interfere with or circumvent the testing process may be treated as having violated this procedure.

Such conduct may result in disciplinary action, up to and including termination, and may also be treated as insubordination.

Compensation for Test Time

Testing required by the district shall occur during or immediately after the employee's regular work period whenever practicable. Time spent submitting to district-required testing shall be treated as work time for purposes of compensation and benefits, as required by law.

Testing Costs

The district shall pay the cost of sample collection and initial testing required by the district, including any required transportation costs if testing is conducted at a location other than the workplace.

If an employee timely requests testing of a second urine sample, the cost of testing the second sample shall be allocated as required by law.

DRAFT

Confidentiality

Drug and alcohol testing records and results shall be treated as confidential personnel or medical information to the extent required by applicable law. The district shall limit access to such records to individuals with a legitimate need to know and shall maintain such records in accordance with applicable privacy, records, and employment laws.

Definitions:

Legal References:

Utah Code § 34-41-101
Utah Code § 34-41-102
Utah Code § 34-41-103
Utah Code § 34-41-104
Utah Code § 34-41-105
Utah Code § 34-41-106
Utah Code § 34-41-107

Board Approved:

DRAFT

Employee Work Information Privacy

Policy Series: 5000 Personnel

Policy No. 5800

DRAFT

Purpose

The Board of Education recognizes the importance of protecting employee privacy while ensuring that District employees have the tools necessary to perform their assigned duties. This policy establishes standards governing the use, disclosure, and protection of employee work-related contact information and the use of personal electronic devices for required work-related technology in accordance with Utah law.

Definitions:

1. *Administrative personnel* means District personnel who have District-wide or school-wide functions and who perform management activities, including developing policies for the Board of Education and implementing those policies through the supervision and direction of personnel at any level within the District. Administrative personnel include the Superintendent, assistant or deputy superintendents, principals, assistant principals, directors, cabinet members, grant coordinators, educational specialists, technology administrators and technology personnel, and others who perform management duties.

2. *Employee* means administrative personnel or instructional personnel.

3. *Instructional personnel* means an individual who is employed by, contracts with, or is affiliated with the District or one of its schools.

4. *Required technology* means an application, software program, or other technology that is necessary for an employee to perform essential job duties or respond to emergency situations.

5. *Work-related contact information* includes:
    a. private or District-provided telephone numbers used for work purposes;
    b. email addresses provided by the District or used primarily for work-related functions;

c. work mailing addresses, including physical addresses, post office boxes, and other mailing information used for work-related communications;
d. logins, usernames, passwords, access codes, or other credentials used to access District accounts, systems, records, documents, or services; and
e. messaging accounts, directory listings, committee memberships, distribution lists, forum memberships, or similar work-related communication groups.

Protection of Work-Related Contact Information

Except as otherwise required by law, the District shall protect employee work-related contact information from unauthorized disclosure.

The District may disclose employee work-related contact information only:

1. In response to a valid request under the Government Records Access and Management Act (GRAMA);
2. As required by Utah Code § 53G-7-224 for submission of work email addresses to the Utah State Board of Education; or
3. As otherwise authorized or required by law.

The District shall not sell or otherwise transfer an employee's work-related contact information if the transaction constitutes an isolated or standalone transfer.

To the extent permitted by law, the District shall publicly disclose requests for employee work-related contact information received under GRAMA.

Personal Electronic Devices

The District shall not require an employee to download, install, access, or otherwise use required technology on a personally owned electronic device when the required technology contains terms, conditions, or data-sharing provisions that permit access to information or data outside of the required technology.

If an employee reasonably determines that required technology contains objectionable terms or conditions, the District shall provide a reasonable accommodation that avoids mandatory use of the employee's personal device whenever practicable.

Reasonable accommodations may include:

1. Providing a District-owned computer, tablet, telephone, or other electronic device;

DRAFT

2. Providing access through a secure virtual or remote desktop environment that does not require installation of the required technology or storage of District credentials on the employee's personal device; or
3. Providing another reasonable alternative that allows the employee to perform assigned job duties without mandatory use of a personal electronic device.

Protection Against Retaliation

The District shall not take adverse employment action against an employee for exercising rights provided under this policy or applicable law relating to employee work information privacy or the use of personal electronic devices.

Legal References:
Utah Code § 53G-10-207

Board Approved:

DRAFT

~~Government Data~~ Non-Student Data Privacy

Policy Series: 7000 Community

Policy No. 7400

Purpose

The board of education recognizes the importance of protecting the privacy of personal data collected and maintained by the district. This policy establishes standards for the collection, processing, use, sharing, protection, and management of personal data in accordance with the Government Data Privacy Act. This policy applies to personal data collected by the district relating to individuals other than students and is intended to promote transparency, accountability, and responsible data stewardship while ensuring compliance with applicable state and federal law.

Policy Application

This policy does not apply to student data or education records, which are governed by Policy 3650, Student Data Protection; Policy 3200, Student Records; Policy 3210 the Family Educational Rights and Privacy Act (FERPA); and other applicable federal and state laws.

This policy applies to all personal data collected or processed by the district concerning individuals other than students.

The district shall apply this policy to all new processing activities. For processing activities implemented before May 7, 2025, the district shall identify and document any processing activities that are not compliant with the Government Data Privacy Act, develop a strategy to bring those activities into compliance, and include that information in the district's annual privacy report no later than July 1, 2027.

Definitions:

1. *Data breach* means the unauthorized access, acquisition, disclosure, destruction, or loss of access to personal data maintained by the district, unless the district determines,

DRAFT

using standards established by the Utah Cyber Center, that there is a low probability that personal data has been compromised.

2. *High-risk processing activity* means processing of personal data that may significantly affect an individual's privacy interests because of the nature, sensitivity, amount, or use of the information.

3. *Personal data* means information that is linked or can reasonably be linked to an identified or identifiable individual.

4. *Process, processing, or processing activity* means any operation performed on personal data, including collecting, recording, organizing, storing, retrieving, using, disclosing, transferring, modifying, restricting, deleting, or destroying personal data.

5. *Sell* means exchanging personal data for monetary consideration and does not include fees authorized under the Government Records Access and Management Act (GRAMA).

Privacy Program

The district shall establish and maintain a comprehensive privacy program designed to ensure compliance with the Government Data Privacy Act.

The privacy program shall include policies, procedures, administrative safeguards, technical safeguards, employee training, privacy notices, risk assessments, and annual reporting sufficient to protect personal data maintained by the district.

The district may satisfy the requirement to establish a privacy program through completion of the annual privacy reporting requirements established by this policy.

Collection and Processing of Personal Data

The district shall collect, use, maintain, and process only the minimum amount of personal data reasonably necessary to accomplish a lawful governmental purpose.

Personal data shall be used only for the purposes identified in the privacy notice provided to the individual at the time the information is collected unless otherwise authorized by law.

The district shall not establish, maintain, or use covert surveillance of individuals except as expressly authorized by law.

The district shall not sell personal data except where expressly authorized or required by law.

DRAFT

The district shall not share personal data except as authorized by the Government Records Access and Management Act (GRAMA), the Government Data Privacy Act, or other applicable law.

Annual Privacy Report

On or before December 31 of each year, the superintendent or designee shall prepare an annual privacy report describing the district's privacy program.

The report shall include:

- Whether the district has implemented a privacy program;
- Privacy practices currently implemented by the district;
- Strategies for improving the district's privacy program;
- Any high-risk processing activities conducted by the district;
- Categories of personal data the district shares, sells, or purchases;
- The legal authority for sharing, selling, or purchasing personal data;
- The categories of persons or entities with whom personal data is shared, sold, or purchased;
- The percentage of district employees who completed required privacy training; and
- Any identified non-compliant processing activities together with the district's plan for achieving compliance.

Legal References:

20 U.S.C. § 1232g
20 U.S.C. § 1232h
Utah Code Title 63A, Chapter 19 – Government Data Privacy Act
Utah Code § 63A-16-110
Utah Code § 63A-19-101
Utah Code § 63A-19-401
Utah Code § 63A-19-401.2
Utah Code § 63A-19-401.3
Utah Code § 63A-19-401.4
Utah Code § 63A-19-402
Utah Code § 63A-19-403
Utah Code § 63A-19-405
Utah Code § 63A-19-406
Utah Code § 63G-2-301

Board Approved:

DRAFT

Public Education Hotline

Policy Series: 7000 Community

Policy No. 7010

DRAFT

Purpose

The board of education is committed to promoting integrity, accountability, transparency, and ethical conduct in district operations. The board establishes a confidential reporting process through a State Board of Education Hotline to provide employees, contractors, and members of the public with a means of reporting suspected improper governmental activities. This policy establishes the process for receiving, reviewing, investigating, and resolving hotline complaints while protecting individuals who report concerns in good faith.

Definitions:

Improper governmental activity means conduct involving waste or misuse of public funds, property, or manpower; violations of applicable laws, rules, or regulations; gross mismanagement; abuse of authority; or unethical conduct.

Establishment of the Public Education Hotline

The board shall maintain a link to the Public Education Reporting Hotline to receive reports of suspected improper governmental activities. This link can be found at the bottom of the home page of the Provo City School District's website and is also linked here: Public Education Report a Concern Hotline

Improper governmental activities include, but are not limited to:

- Waste or misuse of public funds, property, or manpower;
- Violations of applicable federal, state, or local laws, rules, or regulations;
- Gross mismanagement;
- Abuse of authority; and
- Unethical conduct.

The district shall make information regarding the hotline readily available through the district website and other appropriate communication methods.

Filing a Hotline Complaint

Complaints should be submitted in writing using the ~~District's~~ Public Education's Hotline Reporting Form whenever practicable. These complaints are typically forwarded by the State Board of Education's Audit and Fraud Department to Provo City School District's Board President, Board Vice-President, and Superintendent for investigation.

Complainants should provide sufficient information to permit an appropriate review, including:

- The identity of the person or persons involved;
- A description of the alleged improper governmental activity;
- The date, time, and location of the alleged conduct;
- The names of witnesses, if known; and
- Any documents or other evidence supporting the complaint.

Complaints may be submitted through:

- ~~The District's online hotline reporting system;~~
- ~~Email to the designated hotline email address;~~
- ~~United States Mail to the Board of Education's designated mailing address; or~~
- ~~Any other reporting method approved by the Board.~~
- The Public Education's Hotline
- Email to the board of education at boardofeducation@provo.edu

~~The District may also provide a hotline telephone number for questions regarding the complaint process.~~

Review and Investigation

Upon receipt of a complaint, ~~the Board~~ board leadership shall work with the superintendent to appoint an investigator or otherwise designate an appropriate individual to conduct a preliminary review.

In determining whether an investigation should proceed, the board or its designee may consider:

- Whether the allegation concerns a person or activity within the board's authority;
- Whether the complaint alleges improper governmental activity;
- Whether the complainant has attempted to resolve the concern through normal administrative procedures when appropriate;
- The seriousness, timing, frequency, and continuing nature of the alleged conduct;
- Whether another governmental agency has jurisdiction over the matter; and

DRAFT

- Whether sufficient information exists to permit an effective investigation.

Following the preliminary review, the investigator shall report to the board regarding:

- The allegations presented;
- Facts supporting or refuting the allegations; and
- A recommendation regarding further action.

The board may:

- Close the complaint without further investigation;
- Authorize a formal investigation;
- Refer the matter to another governmental agency or appropriate authority; or
- Take any other action authorized by law.

If a board member is the subject of the complaint, that board member shall not participate in decisions regarding the complaint. If the complaint is about the superintendent, the superintendent shall not conduct the investigation or participate in decisions regarding the complaint.

When a formal investigation is authorized, the board shall establish the scope of the investigation and appropriate resources necessary to complete the investigation.

Upon completion of the investigation, the investigator shall submit a written report to the board summarizing the investigation, findings, and conclusions. The board shall review the report and determine any appropriate corrective or administrative action. If the complainant did not submit the complaint anonymously, the complainant will be notified of pertinent information that is within the board's scope to share.

Referrals from the Utah State Board of Education

Complaints referred by the Internal Audit Department of the Utah State Board of Education shall be processed under this policy.

Within forty-five (45) days after receiving a referral from the Internal Audit Department, the district shall provide the required status update or summary to the Internal Audit Department.

Whistleblower Protection

The district prohibits retaliation against any employee who, in good faith, reports suspected governmental waste, abuse, fraud, violations of law, or other improper governmental activities as provided by law.

Nothing in this policy limits any protections or remedies available under the Utah Protection of Public Employees Act or other applicable law.

DRAFT

Hotline Reporting Form

The board adopts the ~~attached **Hotline Reporting Form** as Exhibit 1 to this policy.~~ Hotline's Reporting Form as found on the website. ~~The Superintendent or designee may make administrative changes to the form that do not alter its substantive purpose or required content.~~

Legal References:

Utah Admin. Rules R277-123-2(3)
Utah Admin. Rules R277-123-4
Utah Code § 67-21-3

Board Approved:

DRAFT

Political Party Use of School Meeting Facilities

Policy Series: 7000 Community

Policy No. 7600

DRAFT

Purpose

The board of education recognizes that registered political parties may use school meeting facilities for authorized political activities as provided by Utah law. This policy establishes procedures governing the scheduling, use, supervision, and care of district facilities while ensuring that school operations, student activities, and district property are protected.

Definitions:

1. *Meeting facility* means a room, auditorium, gymnasium, cafeteria, or other district space that is available for authorized public use under District policy.

2. *Registered political party* means a political party recognized under Utah law and authorized to conduct party activities in accordance with the Utah Election Code.

Use of School Meeting Facilities

Meeting facilities within district buildings shall be available for use by registered political parties in accordance with ~~Utah law~~ **Utah Code § 20A-8-404** and this policy.

Use of district facilities under this policy shall not constitute district sponsorship or endorsement of any political party, candidate, campaign, issue, or political activity.

Scheduling Requirements

A registered political party requesting use of a district meeting facility shall follow the rental policy (Policy 6810 and its accompanying procedures) and submit a request no later than **5:00 p.m. on the last business day occurring at least thirty (30) calendar days, and no more than sixty (60) calendar days before** the requested date of use.

A request shall be denied if the requested facility has previously been reserved for another authorized use during the requested time.

District employees responsible for scheduling facility use shall, whenever reasonably practicable, avoid scheduling district-sponsored activities in the same building on the evening of an announced political party caucus meeting.

Fees

A political party using district meeting facilities shall reimburse the district for:

- Coordinating facility use;
- ~~Determining eligibility for facility use;~~
- ~~Collecting required fees;~~
- Scheduling custodial or other necessary personnel; and
- Ensuring compliance with district facility use requirements, including the reimbursement of any and all damages that may occur during the event.

Supervision

The building principal shall ensure that adequate supervision is provided whenever district facilities are used under this policy.

Each political party using district facilities shall provide sufficient adult supervision to maintain order, protect district property, and ensure compliance with applicable laws and district policies.

District facilities shall not be opened for use until the agreed-upon supervisors are present.

A district custodian shall be present during facility use to safeguard district property. Charges for custodial services shall be limited to those authorized by this policy and applicable law.

When the principal is unavailable, the assigned custodian shall have authority over the facility during the period of use.

Standards of Conduct

Individuals using district meeting facilities shall conduct themselves in a safe, orderly, and respectful manner.

The following are prohibited on district property:

- Smoking, vaping, or the use of tobacco or electronic cigarette products;
- Possession or use of alcoholic beverages or intoxicating substances;

DRAFT

- Disorderly, disruptive, or boisterous conduct;
- Vandalism or intentional damage to district property, including the defacing or alteration of any classroom or hallway displays or spaces;
- Unauthorized use or misuse of district furniture, equipment, or facilities; and
- Theft, misuse, or destruction of district books, supplies, athletic equipment, or other district property.

Violation of this policy may result in immediate termination of facility use, denial of future facility use, reimbursement for damages, or any other remedy authorized by law.

Legal References:
Utah Code § 20A-8-404

Board Approved:

DRAFT

Parent/Guardian Rights to Academic Accommodations for Their Students

Policy Series: 7000 Community

Policy No. 7650

DRAFT

Purpose

The board of education recognizes that parents/guardians are the primary individuals responsible for the education of their children and that public education serves in a secondary and supportive role. The board is committed to working collaboratively with parents/guardians by providing reasonable academic accommodations consistent with state and federal law while balancing the educational needs of all students and maintaining safe, efficient, and effective school operations.

Definitions:

Reasonably accommodate means making the district's best effort to enable a parent/guardian to exercise rights established by this policy without substantially affecting district resources, employee working conditions, school safety, supervision, classroom instruction, or efficient school operations while balancing:

- Parental/Guardian rights;
- The educational needs of other students;
- Classroom academic and behavioral impacts;
- Teacher workload; and
- Safe and efficient operation of the school.

Parent/Guardian Rights to Academic Accommodations

The district shall reasonably accommodate requests made by a student's parent/guardian in accordance with this policy and applicable law.

Each request shall be considered individually. No student shall receive greater or lesser consideration than another student solely because an accommodation is requested.

An accommodation may be granted only if it is consistent with applicable federal law and, when applicable, the student's Individualized Education Program (IEP) or Section 504 Plan.

Nothing in this policy shall be interpreted to limit any additional parental/guardian rights provided by state or federal law.

Academic Accommodations

Each school shall reasonably accommodate a parent/guardian's written request to:

- Retain a student in kindergarten through grade eight based upon the student's academic ability or social, emotional, or physical maturity;
- Request the initial assignment of a teacher or request a change of teacher;
- Visit and observe any class attended by the student;
- Place a student in a specialized class, specialized program, or advanced course, with the school considering multiple measures of academic performance when evaluating the request; and
- Meet with a teacher at a mutually agreeable time if the parent cannot attend a regularly scheduled parent-teacher conference.

Alternative Credit and Competency-Based Learning

Students shall be permitted to earn course credit toward high school graduation without completing the course through the district when authorized by State Board of Education requirements, including by demonstrating competency or successfully testing out of the course.

State Assessments

Upon a parent's request, a student shall be excused from participating in state assessments as permitted by Utah law and State Board of Education rules.

The district shall not impose procedures beyond those established by the Utah State Board of Education for opting out of state assessments.

The district shall not provide nonacademic incentives or rewards to encourage participation in assessments from which students may legally be excused.

~~**Excused Absences**~~

~~A school shall record an excused absence for:~~

- ~~A scheduled family activity; or~~
- ~~A scheduled proactive health care visit,~~

~~Provided that:~~

DRAFT

~~1. The parent submits written notice at least one school day before the absence; and~~
~~2. The student agrees to complete missed coursework in accordance with District attendance policies.~~

~~**Student Discipline**~~

~~Parents shall receive notice of student discipline and due process rights as provided in District policy governing student conduct and discipline.~~

~~When a student is suspended or recommended for expulsion, the student's parent shall receive notice of the alleged violation and an opportunity to respond as required by District policy and applicable law.~~

Annual Notice

The district shall annually notify parents/guardians of the rights established by this policy and other parental/guardian rights required by law.

Notice may be provided through:

- The district website;
- Individual school websites;
- Electronic communications;
- Student registration materials; or
- Other reasonable methods determined by the district.

Legal References:

Utah Code § 53G-6-801
Utah Code § 53G-6-802
Utah Code § 53G-6-803
Utah Code § 53G-10-205

Board Approved:

DRAFT

School Climate Surveys

Policy Series: 7000 Community

Policy No. 7140
Procedure 2

Purpose

This procedure establishes standards for the administration, confidentiality, and use of school climate surveys. The district may administer school climate surveys to assess perceptions of the educational environment, identify areas of strength and opportunities for improvement, and support continuous school improvement while protecting the privacy of survey participants.

Definitions:

1. *School climate survey* means a survey designed to evaluate various aspects of the educational environment to assess perceptions and identify strengths and opportunities for improvement within a school. A school climate survey may also include additional questions approved by the district in compliance with applicable law and district policy.

2. *School community* means the relevant stakeholders of a school, including parents, students, administrators, school employees, teachers, and school resource officers.

Administration of School Climate Surveys

The district may administer a school climate survey but is not required to do so. If the district administers a school climate survey, the survey shall:

- Utilize a provider approved by the Utah State Board of Education;
- Be administered at least once every other year;
- Be administered during the year opposite the administration of the District Employee Engagement Survey;
- Follow state requirements to provide parents/guardians with notice and an opportunity to opt-out of any surveys;
- Be conducted in accordance with all applicable federal and state laws; and
- Comply with applicable district policies governing surveys and student privacy.

DRAFT

School climate surveys shall be administered to the district's school community in an anonymous and randomized manner.

To the extent reasonably practicable, the district shall:

- Provide survey materials in languages commonly used within the school community;
- Ensure the survey complies with the Americans with Disabilities Act; and
- Administer the survey to all adult members of the school community and to the lesser of four hundred (400) students or thirty-five percent (35%) of the district's student population.

A student may request that a different individual administer the survey.

When appropriate, a survey may be administered orally to a student provided that the parent/guardian has requested the survey be administered in this way and that reasonable measures are implemented to protect:

- The confidentiality of the student's responses; and
- The confidentiality and identity of the survey administrator from the general public.

Confidentiality

Responses submitted by adult participants are private records and shall be maintained and disclosed only as permitted by district policy governing records access and the Government Records Access and Management Act (GRAMA).

Responses submitted by students constitute education records and shall be maintained and disclosed only as permitted by the Family Educational Rights and Privacy Act (FERPA), applicable state law, and District policy governing student records.

Survey responses shall be used for school improvement purposes and shall not be used to identify individual participants except as permitted by law.

Access to Model Survey

The Utah State Board of Education's Model School Climate Survey is available through the Utah State Board of Education and may be accessed through the Board's website or other official publication.

The superintendent or designee shall ensure that any school climate survey administered by the district complies with current Utah State Board of Education requirements.

Legal References:

Utah Admin. Rules R277-623

DRAFT

Board Approved:

DRAFT

Educational Authority of Separated Parents

Policy Series: 7000 Community

Policy No. 7655

Purpose

The board of education recognizes the rights of parents to participate in the education of their children while acknowledging that parental authority may be affected by divorce, legal separation, custody orders, or other court orders. This policy establishes how the district will determine educational decision-making authority for students whose parents are divorced or legally separated and provides consistent procedures for school personnel when questions regarding parental authority arise.

Definitions:

Court order means a divorce decree, custody order, parenting order, or other order signed and entered by a court of competent jurisdiction that establishes parental rights or responsibilities.

Educational decision means a decision relating to a student's education, including school attendance, educational programming, academic services, and other matters entrusted by law to a parent or legal guardian.

Joint physical custody means a custody arrangement in which both parents share physical custody of a child as established by court order.

Sole physical custody means a custody arrangement in which one parent has primary physical custody of a child as established by court order.

Court Orders Govern Educational Authority

When a student's parents are divorced or legally separated, educational decision-making authority shall be governed by the most recent court order addressing custody or parental rights, including a divorce decree, custody order, or other order signed and entered by a court of competent jurisdiction.

DRAFT

A motion, petition, or other filing that has not been adopted by the court is not binding upon the district.

If a parent believes an existing court order no longer reflects the parties' legal rights or circumstances, it is the responsibility of that parent to obtain a modified court order. Until the district receives a subsequent court order, the district shall continue to rely upon the most recent valid court order provided to the district.

Unless specifically prohibited by a court order, the district may recognize educational decisions agreed upon by all individuals who possess legal decision-making authority for the student.

Access to student education records shall be governed by district policy regarding student records and applicable federal and state law.

Educational Authority When No Court Order Specifies Authority

If no court order addresses educational decision-making authority, or if a court order does not exist, the district shall recognize parental authority as follows.

1. **Sole Physical Custody**
    - **a.** When one parent has sole physical custody of a student, that parent shall have authority to:
        - **i.** Determine the student's residence for school attendance purposes or the school the student will attend;
        - **ii.** Make educational decisions if the parents disagree; and
        - **iii.** Determine who may access the student during school hours or check the student out of school.
2. **Joint Physical Custody with Unequal Parenting Time**
    - **a.** When parents share joint physical custody but one parent has physical custody a majority of the time:
        - **i.** The parent exercising the majority of physical custody shall determine the student's residence for school attendance purposes or the school the student will attend;
        - **ii.** The parent exercising the majority of physical custody shall make educational decisions if the parents disagree; and
        - **iii.** Both parents may access the student during school hours and check the student out of school unless otherwise restricted by court order.
3. **Joint Physical Custody with Equal Parenting Time**
    - **a.** When parents share equal physical custody:
        - **i.** Both parents have equal authority to determine the student's residence for school attendance purposes or the school the student will attend;
        - **ii.** Both parents have equal authority to make educational decisions regarding the student; and
        - **iii.** Both parents may access the student during school hours and check the student out of school.

DRAFT

If parents sharing equal authority disagree regarding an educational decision, the district shall maintain the student's current educational placement and administrative practices until:

- The parents reach a mutual agreement; or
- A court issues an order resolving the dispute.

The district shall not resolve custody disputes between parents and shall remain neutral regarding disagreements concerning parental rights.

District Responsibilities

Parents are responsible for providing the district with complete and current court orders affecting custody or educational decision-making authority.

The district may rely upon the most recent court order provided to the district and shall not be responsible for interpreting conflicting legal documents or enforcing custody orders beyond the authority granted by law.

Legal References:

Utah Code § 81-9-203(11)(e)

Board Approved:

DRAFT

Flags on School Property

Policy Series: 7000 Community

Policy No. 7280

DRAFT

Purpose

The board of education recognizes the importance of maintaining district property as a neutral and orderly educational environment. This policy establishes the flags that may be displayed on district property in accordance with Utah law and clarifies that only authorized official flags may be prominently displayed by the district or its schools.

Definitions:

Display, when used in reference to a flag, means placing the flag in a prominent location on District property where it is easily visible.

Flag means a usually rectangular piece of fabric bearing a specific design that symbolizes a location, governmental entity, institution, organization, or cause.

School property means district-owned, leased, or controlled buildings, grounds, facilities, and other property.

Authorized Flags

Only the following flags may be displayed on district property:

1. The current flag of the United States of America;
2. A historic version of the flag of the United States of America;
3. The current official flag of the State of Utah;
4. A historical version of the official flag of the State of Utah;
5. The current official flag of another country;
6. The current official flag of another state;
7. The current official flag of a political subdivision of another country or state;
8. A flag representing a Utah city, municipality, county, or other political subdivision;
9. A flag representing a branch, unit, or division of the United States military;
10. The National League of Families POW/MIA flag;
11. A flag representing an Indian tribe as defined by federal law;

12. An officially licensed flag of a college or university that depicts only the colors, logos, and marks consistent with the institution's official branding;
13. An official public school flag;
14. An official flag of:
    a. The United States Olympic Committee;
    b. b. The United States Paralympic Committee;
    c. c. The International Olympic Committee; or
    d. d. The International Paralympic Committee;
15. An official flag of an Olympiad or Paralympiad that occurred or will occur in Utah; and
16. A flag of an organization authorized to use a district school facility, provided the flag is displayed only:
    a. At the location where the organization is authorized to use the facility; and
    b. During the time the organization is authorized to use the facility.

Display Requirements

An authorized flag shall be displayed without alterations to its official:

1. Colors;
2. Symbols; or
3. Appearance.

A flag may not be modified or combined with other words, symbols, designs, or images in a manner that changes its official appearance.

Application of Policy

This policy applies to flags prominently displayed on district property by the district, a district school, or an organization authorized to use district facilities.

This policy does not prohibit:

1. Images of flags appearing in textbooks, library materials, instructional materials, historical displays, or other printed or digital educational resources;
2. Images of flags depicted on personal clothing or apparel; or
3. Images of flags appearing on personally owned property.

Nothing in this policy limits the district's authority to regulate personal property, apparel, displays, or conduct under another applicable district policy or law.

Administration

The superintendent or designee shall administer this policy.

A principal or district administrator may remove or direct the removal of a flag that is not authorized by this policy or that has been altered in a manner inconsistent with this policy.

Questions concerning whether a flag is authorized under this policy shall be referred to the Superintendent or designee.

DRAFT

Legal References:

Utah Code § 63G-1-704(1)

Utah Code § 63G-1-704(2), (3)

Board Approved:

DRAFT

Use of E-bikes and Scooters ~~Micromobility Vehicles and Pedestrian Conveyances~~ on School Campuses

Policy Series 7000: Community

Policy No. 7270

Purpose:

The purpose of this policy is to regulate the use of non-motorized modes of transportation and micromobility vehicles on school campuses in Provo City School District to ensure the safety and wellbeing of students, staff, and visitors.

DRAFT

Scope: This policy applies to all students, staff, and visitors who operate micromobility vehicles and pedestrian conveyances, including golf carts, on school campuses.

Definitions:

- **Micromobility vehicles:** The U.S. Department of Transportation and Federal Highway Administration defines a micromobility vehicle as any small, low-speed, human- or electric-powered transportation device, including bicycles, scooters, electric-assist bicycles, electric scooters (e-scooters), and other small, lightweight, wheeled conveyances.

- **E-Bike Classifications:**
  - Class 1
    - Only provides motor assistance when you pedal (pedal assist)
    - The motor stops assisting at 20 mph
    - It does not have throttle
  - Class 2
    - Has a throttle
    - Can move without pedaling
    - If it has a throttle above 20 mph, it is either an e-motorcycle or high electric device

  Class 3
    - Can go up to 28 mph with pedal assist
    - Can be “jail broken” to go even faster
    - Often too powerful for kids

- **E-Motorbikes/High Power Electric Devices:** Go over 20 mph without pedaling and are treated as motor vehicles. They require riders to be 16+, have a driver's license, registration, and insurance.

- **Pedestrian Conveyances:** any human-powered device by which a pedestrian may move other than by walking (i.e. roller skates, roller blades, skateboard, non-motorized wheelchairs)

Policy Statement:

1) Authorized Use:

a) Micromobility vehicles and pedestrian conveyances may be used on a school campus by individuals who are:

i) students or staff members of the school.

ii) visitors who have obtained prior authorization from the school administration.

b) Use of these devices is restricted to designated areas only.

c) Principals of each school will determine where micromobility vehicles and pedestrian conveyances may be used along with any restrictions that will result in greater safety for students and patrons on their school campuses.

d) E-bike regulations starting in May 2027: Ages 8-15 need certification or supervision to ride, 16+ no certification required.

2) Safety Regulations:

a) All users must adhere to traffic laws and regulations while operating micromobility vehicles

b) School campus sidewalks experience high traffic volumes during class change times, lunch breaks, and before and after school. Pedestrians have the right of way on sidewalks at all times. Anyone riding a device on campus must yield to pedestrians.

c) Protective gear, including helmets, must be worn at all times while riding.

d) The speed limit for all micromobility vehicles and pedestrian conveyances on a school campus is 10 mph.

e) Micromobility vehicles and pedestrian conveyances must be operated in a responsible manner, avoiding reckless or dangerous behavior and demonstrating awareness of surroundings.

f) Bicyclists have the same rights as motor vehicles but also must yield to pedestrians.

g) All users should remove headphones, airpods, and earbuds and avoid cell phone distractions while riding on campus.

DRAFT

3) Parking and Storage:

a) Designated parking areas for micromobility vehicles and pedestrian conveyances may be provided on the school campus.

b) Users must park and store their vehicles in the designated areas only. Parking in nondesignated areas is strictly prohibited.

4) Prohibited Activities:

a) Riding micromobility vehicles and pedestrian conveyances indoors or in areas not designated for their use.

b) Operating micromobility vehicles and pedestrian conveyances under the influence of alcohol or drugs.

c) Allowing unauthorized individuals to use micromobility vehicles. Students may not drive golf carts on a school campus unless supervised by a campus employee.

5) Enforcement:

a) Report unsafe behavior on sidewalks and school campuses to the school administration.

b) Violations of this policy may result in disciplinary action, which may include warnings, fines, confiscation of vehicles, or other appropriate measures deemed necessary by the school administration.

c) Repeat violations may lead to more severe disciplinary action, including suspension or revocation of privileges to operate micromobility vehicles and pedestrian conveyances on the school campus.

Implementation:

1) The school administration will be responsible for developing specific requirements and restrictions on their individual school campuses.

2) Education and awareness programs may be conducted to inform the school community about the regulations and safety guidelines related to the use of micromobility vehicles and pedestrian conveyances on the school campus.

Review:

DRAFT

This policy shall be reviewed periodically to ensure its effectiveness and compliance with applicable laws and regulations. Amendments may be made as deemed necessary by the Board of Education. This policy shall be communicated to all students, staff, and visitors.

Legal References:

Utah Code 41-6a-1115 Bicycles and Other Vehicles, Regulation of Operation
Utah Code 41-6a-1115.5 Bicycles and Other Vehicles, Regulation of Operation
Utah House Bill 381 Electric Mobility Device Amendments

Approved by the Board of Education: May 14, 2024

DRAFT

Non-Discrimination, ~~and~~ Harassment and Retaliation
Policy Series: 3000 Students

Policy No. 3020

Purpose: ~~Overview:~~

In Provo City School District's Strategic Plan, Priority Two emphasizes the need for Wellness and Safety. All students and employees need to feel safe to learn and work at their greatest capacity.

Provo City School District does not ~~knowingly~~ discriminate on the basis of race; color; religion; age; national origin; sexual orientation; gender expression or identity; disability, or any other classification protected by law, in admission or access to, treatment or employment in, or participation in its programs and activities, and provides equal access to the ~~Boy Scouts of America and other~~ designated youth groups, pursuant to federal and state laws, including but not limited to, Title VI and VII of the Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the individuals with Disabilities Education Improvement Act.

Inquiries or complaints regarding this non-discrimination and sexual harassment policy may be directed to a student or employee, principal or supervisor, and/or the designated District Compliance Officers. Grievance procedures have been established for students, parent(s)/ guardian(s), or employees who believe discrimination has been shown by the Provo City School District. District Compliance Officers are:

For student matters:
~~Doug Finch~~
Jason Garrison
~~Assistant Superintendent~~ Director of Student Services
Provo City School District
280 West 940 North
Provo, Utah 84604
jasong@provo.edu
(801) 374-~~4631~~ 4814

For employee matters

~~Jason Cox~~
Rebecca Rogers
~~Assistant Superintendent~~ Director of Human Resources
Provo City School District
280 West 940 North
Provo, Utah 84604
rebeccar@provo.edu
(801) 374- ~~4822~~ 4847

Nothing in policy or procedure prohibits a person from filing a discrimination and/or harassment complaint with the Regional Office for Civil Rights: Department of Education, Region VIII, Federal Office Building, 1244 Speer Blvd., Suite 300, Denver, CO 80204.

The superintendent is directed to create a procedure that clearly documents the grievance process for this policy, a reporting form that may be used to document complaints of discrimination and/or sexual harassment, a summary of this policy and procedure that shall be posted in prominent places in each district facility, and a "short version" of this policy that may be used on district mailings, newsletters, and other publications.

Definitions:

1. **Compliance Officer(s):** The person or persons designated to handle inquiries and complaints regarding unlawful discrimination, harassment, and retaliation:

2. **Complaint:** A claim or report by an aggrieved party or witness that an individual has engaged in prohibited discrimination, harassment, and/or retaliation.

3. **Discrimination:** Conduct including words, gestures, and/or other actions, including actions relating to hiring, promotion, discharge, discipline, assignments, demotion, or termination, that unfairly disadvantages individuals based upon protected characteristics such as age, color, disability, gender, gender identity, national origin, race, religion, sex, sexual orientation, and/or any other classification protected by applicable law.

4. **Reprisal:** An unlawful use of position to avenge or punish an individual for their ~~his or her~~ refusal to consent/submit to an inappropriate request and/or demand. Acts of reprisal may be overt or covert and may take many forms such as:
    a. Open hostility to the individual, witnesses, or others involved;
    b. Exclusion/ostracism of the individual, witnesses, or others involved;
    c. The creation, or continued existence of a hostile work environment;
    d. Individualized negative remarks that are repeated and malicious; or
    e. Special attention to, assignment of alternative duties that are less desirable work assignments, or reductions in pay.

5. **Complainant:** An individual who is alleged to have experienced discrimination, harassment, or retaliation prohibited by this policy, including a student, employee, or an individual who reports such conduct on behalf of another.

6. **Respondent:** The individual named in a complaint as having engaged in or being responsible for a discriminatory, harassing, or retaliatory act or omission.

7. **Investigator:** A District-designated, trained individual responsible for conducting a fair, prompt, and impartial investigation of complaints under this policy. The investigator gathers and evaluates evidence, interviews involved parties and witnesses, and prepares a written report of findings. The investigator must be free from conflicts of interest or bias for or against any party.

8. **Retaliation:** Any form of sanction or adverse treatment, including but not limited to intimidation, reprisal, or harassment of any individual because they ~~he or she~~:
    a. ~~Has~~ Have asserted or assisted another individual to assert a complaint in either a formal or informal manner with the district or with any state or federal agency; or
    b. ~~Has~~ Have testified, assisted, or participated in any manner in an investigation, proceeding, or hearing related to a complaint.

9. **Sexual Harassment:** Unwelcome sexual advances, requests for sexual favors, or other verbal or written communications or physical conduct of a sexual nature when:
    a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, education, academic or professional pursuits, or participation in a district-sponsored program or activity;
    b. Such conduct affects or has the purpose of unreasonably interfering with an individual's employment, education, or participation in a District-sponsored activity by creating an intimidating, hostile, or offensive working or learning environment; or
    c. Such conduct amounts to a violation of state or federal criminal laws, including sexual assault, rape, etc.

Examples of sexual harassment include but are not limited to:

1. Subtly or overtly pressuring another for sexual activity, engaging in sexually motivated physical conduct, including unwelcome touching, pinching, blocking, or brushing against another's body;

2. Using obscene or sexually explicit language or making sexually explicit gestures;

3. Displaying, viewing, printing or transmitting sexually offensive images, objects, or other materials;

4. Using sexually offensive language or slurs, teasing, joking, or making innuendoes about gender-specific traits or characteristics;

5. Engaging in demeaning or derisive conduct based substantially on a person's gender, gender identity, or sexual orientation; or

6. Engaging in any behavior of a romantic or sexual nature between a student and district employee.

Prohibited Conduct

The district prohibits unlawful discrimination, harassment, and retaliation that creates a hostile work or learning environment for other employees or students of the District. Discrimination, harassment, and retaliation are prohibited in all aspects of employment with the District, and by all District students and employees while on all District premises, during District-sponsored activities, using District property.

Sexual conduct between employees and students is expressly prohibited and is considered an especially serious violation of this policy. An employee who engages in sexual activity with a student will face disciplinary action, up to and including termination, and may be subject to civil or criminal penalties.

Any student who engages in prohibited discrimination, harassment, or retaliation, may be subject to discipline up to and including alternative placement. Any employee who engages in prohibited discrimination, harassment, or retaliation may be subject to discipline up to and including termination.

Supervisors are responsible for taking prompt necessary steps, including appropriate disciplinary action, to ensure and maintain a working and educational environment free of intimidation, coercion, discrimination, harassment, and retaliation.

The district will investigate all complaints of discrimination, harassment, and/or retaliation, and will take appropriate action to stop violations, prevent recurrence, and remedy any effect of violations.

All district employees are required to cooperate in all proceedings conducted pursuant to these procedures. Failure or refusal to cooperate in, or interference with any such investigation or proceeding will result in disciplinary action, up to and including termination.

The following grievance procedures are available to those who believe they have witnessed or are victims of unlawful discrimination, harassment, or retaliation.

At any point in the process, the Complainant, the Respondent, or any witness may request assistance in order to ensure their due process rights are being protected. Examples of such requests include, but are not limited to: assistance filling out a complaint form or other necessary paperwork, and provision of translation or interpreter services. Assistance with what claims to assert, what defenses should be raised, what testimony to give, or other content issues will not be provided.

~~Grievance Procedures~~ **(Put lines 166-437 in a procedure)**

~~*Duty to Report*~~

~~It is the duty of every student and/or employee to report any violations of these procedures or the accompanying board policy.~~

~~*Confidentiality*~~

1. ~~Every effort will be made to protect the confidentiality of all participants in complaint proceedings and investigations; however, absolute confidentiality cannot be guaranteed. In some instances the district's legal obligations, including the need to investigate allegations and take appropriate corrective action, will require the disclosure of certain information.~~

2. ~~All individuals involved in a complaint or investigation shall refrain from discussing the matter, except with those who have a legal need to know.~~

~~*Submitting an Initial Complaint*~~

1. ~~At the school level, the principal is the individual responsible for receiving all complaints of discrimination, sexual harassment, or retaliation.~~
    a. ~~Any complaint involving students must be immediately referred to the school principal.~~
        i. ~~Any district 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 principal, and then shall immediately notify the principal. Such behavior will also warrant reporting to the appropriate licensing or law enforcement authority.~~
        ii. ~~Pursuant to state law, when a complaint involves allegations of child abuse, the complaint must immediately be reported to either the Division of Child and Family Services (DCFS) or local law enforcement authority, and the anonymity of both the Complainant and school official(s) involved in the investigation will be strictly protected.~~

iii. If the complaint involves the principal or another school employee, the Complainant may contact the district's Human Resources Department (HR) at 801-374-4938, 280 West 940 North, Provo, Utah 84604

2. District employees who are non-school based should report violations involving other employees to their supervisor or Human Resources.

3. When the Respondent is the Complainant's immediate supervisor, the Complainant should contact the Respondent's supervisor.

4. When the Respondent is a third-party such as a vendor, visiting speaker, patron, volunteer, etc., the Complainant should contact the principal or Human Resources.

The Initial Complaint

1. The initial complaint may be submitted either orally or in writing.
    a. A complaint should be made as soon as possible, but preferably not later than thirty (30) days after the incident(s) in order to be effectively investigated and resolved.
    b. The circumstances which the individual believes support the allegation(s) of unlawful behavior, the names of the individual(s) against whom the claim is made, and any remedies that are being sought should be set forth in plain language.
    c. Individuals should provide as much information as possible, including any conversation(s) with the Respondent, noting the time, date, and place, what was said or done, and any other relevant circumstances surrounding the event(s).

2. Complaint forms may also be used and are available online and in each district building.

3. Good faith submission of a complaint will not adversely affect the Complainant's future employment, grades, work assignments, or participation in district-sponsored programs or activities.

4. A student or employee who knowingly files a false report may be subject to civil and/or legal actions, as well as district disciplinary action.

Responsibilities and Protocol for Resolving a Complaint

1. Any principal or supervisor receiving a complaint will first document the complaint in writing.

2. The principal or supervisor must immediately forward a copy of the written complaint to the District's compliance officers as defined above, and then proceed with the following appropriate protocol:
    a. Any complaint alleging a district employee violation against a student or other employee(s) shall be reported immediately to Human Resources. Human Resources will then be responsible for investigating the complaint.
    b. If a complaint surrounds a student-to-student issue, the Complainant may contact the Assistant Superintendent Director of Student Services at 801-374-4815.
        i. Any complaint alleging a third party violation against an employee or student shall be investigated by the principal or supervisor.
        ii. Any complaint alleging a student violation against another student shall be investigated by the principal.
        iii. Any complaint clearly alleging criminal conduct will be forwarded to local law enforcement for investigation.
        iv. Any complaint that happens away from school property but has the potential to disrupt the educational environment of one or more schools will be investigated by the school principal.
3. A principal or supervisor who does not immediately follow the protocol as indicated above, may be subject to disciplinary action.

4. HR or the designated principal or supervisor ("Investigator") shall be responsible for investigating the complaint as outlined in these procedures. Failure to properly investigate a complaint may result in discipline.

First Level Investigation and Response

1. Initial investigation
    a. The district may take steps to protect the Complainant, students, and other employees during an investigation.
    b. An investigation may consist of personal interviews with the Complainant, Respondent, and others who have knowledge of the alleged incident or circumstances giving rise to the complaint.
    c. The investigation may also consist of any other methods and/or documents deemed pertinent by the Investigator.
    d. The extent of the investigation will be determined based on the nature of the allegations, the context and circumstances surrounding the alleged violation, the relationship between the parties, and the history of the parties involved.
    e. At the beginning of the investigation the Investigator shall disclose his or her their neutrality as opposed to being an advocate for any party.
    f. At a minimum, the Investigator will immediately:
        i. notify the Complainant of his of her right to have someone translate or interpret during the interview;

ii. notify the Complainant of his or her their right to have someone of the same gender conduct or be present during the interview;
iii. interview the Complainant and document the conversation;
iv. instruct the Complainant to have no contact or communication regarding the complaint with the Respondent;
v. ask the Complainant specifically what action they want taken in order to resolve the complaint;
vi. inform the Respondent that a complaint has been filed against him or her;
vii. inform the Respondent that if the objectionable conduct has occurred, it must cease immediately;
viii. provide the Respondent with a copy of these procedures;
ix. inform the Respondent of his or her their rights and responsibilities during the investigation;
x. notify the Respondent that they will be afforded a full and complete opportunity to respond to the allegations;
xi. instruct the Respondent to have no contact or communication regarding the complaint with Complainant, and to not take any retaliatory action against the Complainant; and
xii. document the conversation with the Respondent.

g. The Respondent shall submit a written answer to the Investigator.
i. The answer shall include:
1. an admission or denial of each allegation in the complaint;
2. a statement as to the extent to which the complaint has merit;
3. an acceptance or rejection of the relief or action requested in the complaint, if any; and
4. any other information the Respondent deems relevant.
ii. If the Respondent admits all or part of the allegation in the complaint, appropriate disciplinary action will be coordinated by the Investigator and the appropriate district administrator, the Assistant Superintendent of Human Resources, and/or the Assistant Superintendent of Student Services to include:
1. at a minimum, for an employee, a written reprimand shall be issued to the Respondent and a copy placed in the Respondent's file.
iii. If the Respondent denies the allegations, the Investigator shall meet with the Complainant to discuss whether the investigation should proceed informally or formally with:
1. consideration being given to the Complainant's requests regarding the investigation process; however, the Investigator reserves the right to override the Complainant's preference in handling a complaint.

h. A request for the matter to be resolved through a formal process may be made at any time.

2. Informal process

a. The complaint may be handled informally if the Complainant seeks to resolve the issues directly with the individual(s) involved or through appropriate district employees.
b. The appropriate Investigator will use their his or her best efforts to resolve the complaint through mediation and negotiation with all parties.
c. If satisfactory resolution is reached informally, no further action will be taken and the matter will be considered closed.
    i. The Investigator shall inform the district's compliance officer, in writing, that the matter has been resolved informally, and include any relevant information regarding the resolution.
d. If, however, the behavior warrants any sanction above a verbal warning, the Assistant Superintendent Director of HR must be involved in determining appropriate discipline and reviewing any gathered documentation.
    i. If the Complainant is not satisfied with the outcome of the informal process, the Complainant may request that the complaint be handled formally.

3. Formal process

a. The investigation in a formal process will also include interviews with any other individual believed to have pertinent information.
b. The Investigator will interview the Respondent regarding the complaint, their his or her answer, witness statements, and other gathered information. All witnesses will have the opportunity to review, edit, and acknowledge by signature the accuracy of their own written statements or accountings of their interviews.
c. The Investigator should attempt to keep the parties and district compliance officer informed of the progress of the investigation.
d. Within Fifteen (15) working days of receipt of the complaint, unless a longer period of time is deemed necessary, the Investigator shall complete their his or her investigation and coordinate a response with the appropriate district administrator as outlined below.
    i. In incidents involving student violations against another student, the complaint, along with the written documentation of the investigation, shall be forwarded to the Assistant Superintendent of Student Services.
    ii. In all other circumstances, the complaint, along with the written documentation of the investigation, shall be forwarded to the Assistant Superintendent of HR.
e. Within five (5) working days of receiving documentation from an Investigator, the appropriate assistant superintendent will review the documentation and meet with the Investigator to determine and initiate an action based on the investigative results.
f. Within fifteen (15) working days of the conclusion of the investigation, unless a longer period of time is deemed necessary, the appropriate assistant superintendent will provide a written Complaint Summary to the Complainant and Respondent. The Complaint Summary will summarize the complaint, response, evidence adduced from the investigations, and the findings. The findings will

include a concluding judgment as to whether or not a violation of board policy or these procedures has occurred.

g. If an allegation is found to be substantiated in whole or in part, the appropriate assistant superintendent will determine and implement corrective discipline and remedial steps necessary to eliminate the effects of the discrimination, harassment, or retaliation.

h. The appropriate director will then inform the Complainant:

i. Whether or not appropriate action will be or has been taken; and

ii. That they he or she should immediately report any further objectionable behavior or retaliatory actions.

Second Level Review

1. Complainants who are not satisfied with the outcome of the first level investigation and response may file a request for review with the compliance officer, or if the complaint is against the compliance officer, with the assistant superintendent (referred to collectively hereafter as "second level reviewer").
2. Requests filed with the second level reviewer shall be in writing and contain the following information:
    a. Complainant's name, home address, telephone number, and school or work location;
    b. A brief description of the alleged discrimination, harassment, or civil rights violation, including the date, place, and time;
    c. Name of Respondent(s), if known;
    d. A brief description of the actions/efforts that have already occurred to address the issue; and
    e. Any other relevant information\
3. The Complainant may also include a statement of requested relief or corrective action.
4. Alternate methods of filing a request will be made available to individuals with disabilities unable to file written requests.
5. The request shall be made as soon as possible, but preferably not later than sixty (60) days after the incident(s) in order to be effectively investigated and resolved.
6. Review processing:
    a. Within ten (10) working days after receipt of the request, the second level reviewer, or his or her designee will meet with the Complainant to discuss the request and possible resolutions.
    b. The second level reviewer will review the appropriateness of any first level investigation, response, Complaint Summary, and corrective action taken, if any.
        i. The second level reviewer may take any additional steps he or she deems necessary in order to resolve the request, such as re-interviewing other pertinent individuals.
    c. Within fifteen (15) business days after the initial meeting with the second level reviewer, the decision may be appealed to the designated appeals officer.

~~*Final Review*~~

~~1. If the Complainant is not satisfied with the decision of the second level reviewer, the decision may be appealed to the superintendent. The superintendent may choose to designate a hearing officer to consider this appeal in his or her stead.'~~

~~2. The appeal to the superintendent or designee must be made in writing, and mailed or delivered in person to the superintendent within ten (10) work days from the date of the second level reviewer's written decision. The superintendent or designee will review the matter, and may, in his or her sole discretion, request additional information or documentation.~~

~~3. The superintendent or designee will render a decision on the appeal within fifteen (15) days of receipt of the appeal, unless a longer period of time is deemed necessary.~~
~~4. This decision shall serve as final administrative action in the matter.~~

Responsibility for Dissemination of Policy

1. Principals and supervisors will take appropriate actions to reinforce this policy and these procedures by:
    a. providing annual employee in-service, with documentation and employee signatures;
    b. including a summary of this policy in employee handbooks;
    c. ensuring that by October 1 of each year every student receives an age-appropriate explanation of the policy and is given the opportunity to discuss the policy in a classroom setting; and
    d. notifying parents and guardians of this policy by October 1 of each year either by including it in the student handbook or by sending a notice to students' homes.
2. A summary of these procedures and related materials shall be posted in a prominent place in each district facility.

Records

1. Records of discrimination or harassment complaints shall be maintained by the compliance officer, or their ~~his or her~~ designee. The records will be kept in a separate and confidential file as required by the Governmental Records and Access Management Act.

2. The release of information regarding the specific disciplinary action imposed on a student or employee must meet the requirements of the applicable state and federal laws.

3. Information gathered, developed, and documented in the investigation will be regarded as a protected record.

4. If the Complainant is an employee, no record of the complaint shall be kept in the Complainant's personnel file.

5. If there appears to be no foundation to ~~the~~ allegation(s)~~,~~ made against an employee, no record will be placed in the Respondent's personnel file.

6. Records of initial complaints and investigations shall be retained for at least one year.

7. Records of district level investigations shall be retained for at least three years.

District ~~Equity~~ Office

All questions related to discrimination, harassment, and retaliation should be directed to the compliance officers, Jason Garrison ~~Doug Finch~~ for students, 801-374-4814 or ~~Jason Cox~~ Rebecca Rogers for employees 801-374-4938.

1. The compliance officers serve as a resource to the district to provide information, counseling, training, and advice regarding discrimination, harassment, and retaliation. Individuals are encouraged to discuss their concerns or complaints with the district's compliance officers in order to clarify whether discrimination may be occurring and to determine ~~his or her~~ their options, including the pursuit of more formal action.

2. The compliance officers can also provide information relating to any external remedies which may be available to the Complainant.

~~Outside Reporting Procedures~~
Right to File Complaints with External Agencies

1. Nothing in this policy shall prohibit an individual from filing a discrimination or harassment claim with the Utah Anti-Discrimination and Labor Division (UALD), 160 East 300 South, 3rd Floor, P.O. Box 146600, Salt Lake City, Utah 84114-6600. An employee has a maximum of one-hundred eighty (180) calendar days from the alleged date of discrimination to file a claim with the UALD.

2. If concerns cannot be resolved at the school or district level, discrimination complaints may be filed with the Office of Civil Rights, Region VIII, U.S. Department of Education, Federal Building, Suite 310, 1244 Speer Boulevard, Denver, Colorado, 80204-3582.

Training

1. All new employees shall receive information about these procedures and the related policy at an employee orientation. All other employees shall be provided information on a regular basis regarding these procedures, and the district's commitment to providing a learning and working environment free from discrimination, harassment, and retaliation.

2. Principals in each school are responsible for informing students and training staff on these procedures. Staff members are trained as part of their Safe Schools Training annually, and students are trained in how to report these instances using the SafeUT App.

Legal References

Board Approved: August 11, 2015
Revised:

~~PROVO CITY SCHOOL DISTRICT STUDENT DISCRIMINATION AND SEXUAL HARASSMENT REPORT FORM Provo City School District maintains a firm policy prohibiting all forms of discrimination and/or harassment based on race, color, religion, age, national origin, sexual orientation, gender expression or identity, disability, or any other classification protected by law. All persons are to be treated with respect and dignity. Forms of discrimination and/or sexual harassment by any person, male or female, which creates an intimidating, hostile, or offensive environment will not be tolerated under any circumstances. This form is to be used by students when they feel that discrimination and/or harassment has occurred that warrants investigation. Student Complainant_____ Gender M / F / X / Non-binary School _____ Grade _____ Home Address _____ Home Phone _____ Cell Phone _____ Date of alleged incident(s) _____ Name of person(s) you believe discriminated against you or another person _____ __ _____ __ Where did the incident(s) occur~~

DRAFT

_____
_____
__
_____
_____
__ Name(s) of potential witness(es)
_____
_____
__
_____
_____
__ Type of Discrimination, check all that apply Age:____ Color:____ Disability:____ Gender:____ Gender Identity:____ Race:____ National Origin:____ Religion:____ Retaliation:____ Sexual Harassment:____ Sexual Orientation____ Other (please describe) _____ Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e., threats, requests, demands, etc.); what, if any physical contact, was involved; harm it caused you; etc. (Attach additional pages if necessary)
_____
_____
__
_____
_____
__
_____
_____
__
_____
_____
__
_____
_____
__
_____
_____
__
_____
_____
__ Remedy Being Sought:
_____
_____
__
_____
_____
__
_____
_____
__ This complaint is filed based on my honest belief that _____ has discriminated against or harassed me or another person. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief. Please submit this form to your school administrator for investigation and response.
_____ _____ Complainant Signature Date _____ Complainant Name (Please Print)
_____ _____ School Administrator Date _____ School Administrator Name (Please Print)
The following district level administrators have been designated to provide information and guidance concerning issues related to discrimination and sexual harassment: For employee, volunteer-to-student violation: Jason Cox Assistant Superintendent of Human Resources 280

DRAFT

~~West 940 North Provo, UT 84604 801-374-4822 jasonc@provo.edu For student-to-student violations: Doug Finch Assistant Superintendent of Student Services 280 West 940 North Provo, UT 84604 801-374-4631 douglasf@provo.edu Adopted August 10, 2015~~

NON-DISCRIMINATION SHORT FORM

~~3214-F2 Doug Finch Assistant Superintendent of Student Services 801-374-4631~~ Provo City School District does not knowingly discriminate on the basis of race; color; religion; age; national origin; sexual orientation, gender expression or identity; disability, or any other classification protected by law. " See Provo City School District Policy 3240 at www.provo.edu"

Originally: August 11, 2015

DRAFT

Non-Discrimination, ~~and~~ Harassment and Retaliation
Grievance Procedure
Policy Series: 3000 Students

Policy No. 3020
Procedure 1

Grievance Procedures

Duty to Report

It is the duty of every student and/or employee to report any violations of these procedures or the accompanying board policy.

Confidentiality

1. Every effort will be made to protect the confidentiality of all participants in complaint proceedings and investigations; however, absolute confidentiality cannot be guaranteed. In some instances the district's legal obligations, including the need to investigate allegations and take appropriate corrective action, will require the disclosure of certain information.

2. All individuals involved in a complaint or investigation shall refrain from discussing the matter, except with those who have a legal need to know.

Submitting an Initial Complaint

1. At the school level, the principal is the individual responsible for receiving all complaints of discrimination, sexual harassment, or retaliation.
    a. Any complaint involving students must be immediately referred to the school principal.
        i. Any district 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 principal, and then shall immediately notify the principal. Such behavior will also warrant reporting to the appropriate licensing or law enforcement authority.
        ii. Pursuant to state law, when a complaint involves allegations of child abuse, the complaint must immediately be reported to either the Division of Child and Family Services (DCFS) or local law enforcement authority, and the anonymity of both the Complainant and school official(s) involved in the investigation will be strictly protected.

iii. If the complaint involves the principal or another school employee, the Complainant may contact the district's Human Resources Department (HR) at 801-374-4938, 280 West 940 North, Provo, Utah 84604

2. District employees who are non-school based should report violations involving other employees to their supervisor or Human Resources.

3. When the Respondent is the Complainant's immediate supervisor, the Complainant should contact the Respondent's supervisor.

4. When the Respondent is a third-party such as a vendor, visiting speaker, patron, volunteer, etc., the Complainant should contact the principal or Human Resources.

The Initial Complaint

1. The initial complaint may be submitted either orally or in writing.
    a. A complaint should be made as soon as possible, but preferably not later than thirty (30) days after the incident(s) in order to be effectively investigated and resolved.
    b. The circumstances which the individual believes support the allegation(s) of unlawful behavior, the names of the individual(s) against whom the claim is made, and any remedies that are being sought should be set forth in plain language.
    c. Individuals should provide as much information as possible, including any conversation(s) with the Respondent, noting the time, date, and place, what was said or done, and any other relevant circumstances surrounding the event(s).

2. Complaint forms may also be used and are available online and in each district building.

3. Good faith submission of a complaint will not adversely affect the Complainant's future employment, grades, work assignments, or participation in district-sponsored programs or activities.

4. A student or employee who knowingly files a false report may be subject to civil and/or legal actions, as well as district disciplinary action.

Responsibilities and Protocol for Resolving a Complaint

1. Any principal or supervisor receiving a complaint will first document the complaint in writing.

2. The principal or supervisor must immediately forward a copy of the written complaint to the district's compliance officers as defined above, and then proceed with the following appropriate protocol:
    a. Any complaint alleging a district employee violation against a student or other employee(s) shall be reported immediately to ~~HR~~ human resources. Human ~~R~~resources will then be responsible for investigating the complaint.
    b. If a complaint surrounds a student-to-student issue, the Complainant may contact the ~~Assistant Superintendent~~ Director of Student Services at 801-374-4814.
        i. Any complaint alleging a third party violation against an employee or student shall be investigated by the principal or supervisor.
        ii. Any complaint alleging a student violation against another student shall be investigated by the principal.
        iii. Any complaint clearly alleging criminal conduct will be forwarded to local law enforcement for investigation.
        iv. Any complaint that happens away from school property but has the potential to disrupt the educational environment of one or more schools will be investigated by the school principal.
3. A principal or supervisor who does not immediately follow the protocol as indicated above, ~~may be~~ will be subject to disciplinary action.

4. HR or the designated principal or supervisor ("Investigator") shall be responsible for investigating the complaint as outlined in these procedures. Failure to properly investigate a complaint may result in discipline.

First Level Investigation and Response

1. Initial investigation
    a. The district may take steps to protect the Complainant, students, and other employees during an investigation.
    b. An investigation may consist of personal interviews with the Complainant, Respondent, and others who have knowledge of the alleged incident or circumstances giving rise to the complaint.
    c. The investigation may also consist of any other methods and/or documents deemed pertinent by the Investigator.
    d. The extent of the investigation will be determined based on the nature of the allegations, the context and circumstances surrounding the alleged violation, the relationship between the parties, and the history of the parties involved.
    e. At the beginning of the investigation the Investigator shall disclose ~~his or her~~ their neutrality as opposed to being an advocate for any party.
    f. At a minimum, the Investigator will immediately:
        i. notify the Complainant of his of her right to have someone translate or interpret during the interview;

ii. notify the Complainant of ~~his or her~~ their right to have someone of the same gender conduct or be present during the interview;
iii. interview the Complainant and document the conversation;
iv. instruct the Complainant to have no contact or communication regarding the complaint with the Respondent;
v. ask the Complainant specifically what action ~~he or she~~ they want taken in order to resolve the complaint;
vi. inform the Respondent that a complaint has been filed against him or her;
vii. inform the Respondent that if the objectionable conduct has occurred, it must cease immediately;
viii. provide the Respondent with a copy of these procedures;
ix. inform the Respondent of ~~his or her~~ their rights and responsibilities during the investigation;
x. notify the Respondent that ~~he or she~~ they will be afforded a full and complete opportunity to respond to the allegations;
xi. instruct the Respondent to have no contact or communication regarding the complaint with Complainant, and to not take any retaliatory action against the Complainant; and
xii. document the conversation with the Respondent.

g. The Respondent shall submit a written answer to the Investigator.
   i. The answer shall include:
      1. an admission or denial of each allegation in the complaint;
      2. a statement as to the extent to which the complaint has merit;
      3. an acceptance or rejection of the relief or action requested in the complaint, if any; and
      4. any other information the Respondent deems relevant.
   ii. If the Respondent admits all or part of the allegation in the complaint, appropriate disciplinary action will be coordinated by the Investigator and the appropriate district administrator, the irector ~~Assistant Superintendent~~ of Human Resources, and/or the Director ~~Assistant Superintendent~~ of Student Services to include:
      1. at a minimum, for an employee, a written reprimand shall be issued to the Respondent and a copy placed in the Respondent's file.
   iii. If the Respondent denies the allegations, the Investigator shall meet with the Complainant to discuss whether the investigation should proceed informally or formally with:
      1. consideration being given to the Complainant's requests regarding the investigation process; however, the Investigator reserves the right to override the Complainant's preference in handling a complaint.

h. A request for the matter to be resolved through a formal process may be made at any time.

2. Informal process

a. The complaint may be handled informally if the Complainant seeks to resolve the issues directly with the individual(s) involved or through appropriate district employees.
b. The appropriate Investigator will use their ~~his or her~~ best efforts to resolve the complaint through mediation and negotiation with all parties.
c. If satisfactory resolution is reached informally, no further action will be taken and the matter will be considered closed.
    i. The Investigator shall inform the district's compliance officer, in writing, that the matter has been resolved informally, and include any relevant information regarding the resolution.
d. If, however, the behavior warrants any sanction of an employee above a verbal warning, the ~~Assistant Superintendent~~ Director of Human Resources must be involved in determining appropriate discipline and reviewing any gathered documentation.
    i. If the Complainant is not satisfied with the outcome of the informal process, the Complainant may request that the complaint be handled formally.

3. Formal process
    a. The investigation in a formal process will also include interviews with any other individual believed to have pertinent information.
    b. The Investigator will interview the Respondent regarding the complaint, their ~~his or her~~ answer, witness statements, and other gathered information. All witnesses will have the opportunity to review, edit, and acknowledge by signature the accuracy of their own written statements or accountings of their interviews.
    c. The Investigator should attempt to keep the parties and district compliance officer informed of the progress of the investigation.
    d. Within Fifteen (15) working days of receipt of the complaint, unless a longer period of time is deemed necessary, the Investigator shall complete their ~~his or her~~ investigation and coordinate a response with the appropriate district administrator as outlined below.
        i. In incidents involving student violations against another student, the complaint, along with the written documentation of the investigation, shall be forwarded to the ~~Assistant Superintendent~~ Director of Student Services.
        ii. In all other circumstances, the complaint, along with the written documentation of the investigation, shall be forwarded to the Director ~~Assistant Superintendent of HR~~ Human Resources.
    e. Within five (5) working days of receiving documentation from an Investigator, the appropriate ~~assistant superintendent~~ director (Student Services or Human Resources) will review the documentation and meet with the Investigator to determine and initiate an action based on the investigative results.
    f. Within fifteen (15) working days of the conclusion of the investigation, unless a longer period of time is deemed necessary, the appropriate director (Human Resources or Student Services) ~~assistant superintendent~~ will provide a written

Complaint Summary to the Complainant and Respondent. The Complaint Summary will summarize the complaint, response, evidence adduced from the investigations, and the findings. The findings will include a concluding judgment as to whether or not a violation of board policy or these procedures has occurred.

g. If an allegation is found to be substantiated in whole or in part, the appropriate assistant superintendent will determine and implement corrective discipline and remedial steps necessary to eliminate the effects of the discrimination, harassment, or retaliation.
h. The appropriate director (Student Services or Human Resources) will then inform the Complainant:
    i. Whether or not appropriate action will be or has been taken; and
    ii. That they ~~he or she~~ should immediately report any further objectionable behavior or retaliatory actions.

Second Level Review

1. Complainants who are not satisfied with the outcome of the first level investigation and response may file a request for review with the compliance officer, or if the complaint is against the compliance officer, with the ~~assistant~~ deputy superintendent (referred to collectively hereafter as "second level reviewer").
2. Requests filed with the second level reviewer shall be in writing and contain the following information:
    a. Complainant's name, home address, telephone number, and school or work location;
    b. A brief description of the alleged discrimination, harassment, or civil rights violation, including the date, place, and time;
    c. Name of Respondent(s), if known;
    d. A brief description of the actions/efforts that have already occurred to address the issue; and
    e. Any other relevant information
3. The Complainant may also include a statement of requested relief or corrective action.
4. Alternate methods of filing a request will be made available to individuals with disabilities unable to file written requests.
5. The request shall be made as soon as possible, but preferably not later than sixty (60) days after the incident(s) in order to be effectively investigated and resolved.
6. Review processing:
    a. Within ten (10) working days after receipt of the request, the second level reviewer, or his or her designee will meet with the Complainant to discuss the request and possible resolutions.
    b. The second level reviewer will review the appropriateness of any first level investigation, response, Complaint Summary, and corrective action taken, if any.

i. The second level reviewer may take any additional steps he or she deems necessary in order to resolve the request, such as re-interviewing other pertinent individuals.

c. Within fifteen (15) business days after the initial meeting with the second level reviewer, the decision may be appealed to the designated appeals officer.

Final Review

1. If the Complainant is not satisfied with the decision of the second level reviewer, the decision may be appealed to the superintendent. The superintendent may choose to designate a hearing officer to consider this appeal in his or her stead.'

2. The appeal to the superintendent or designee must be made in writing, and mailed or delivered in person to the superintendent within ten (10) work days from the date of the second level reviewer's written decision. The superintendent or designee will review the matter, and may, in his or her sole discretion, request additional information or documentation.

3. The superintendent or designee will render a decision on the appeal within fifteen (15) days of receipt of the appeal, unless a longer period of time is deemed necessary.

4. This decision shall serve as final administrative action in the matter.

DRA

Prohibition of Bullying, Harassment, Hazing, and Retaliation
Policy Series: 3000 Students

Policy No. 3025

Utah Code § 53G-9-605 requires that this policy be developed with input from students, parents, teachers, school administrators, school staff, or law enforcement agencies. Therefore, seek input from one or more of these groups prior to adopting this policy. There is a corresponding policy applicable to employee conduct,Policy 5155, and the policies should be considered together as part of the District's bullying and hazing policy.

Purpose ~~and Philosophy~~

The Board of Education is committed to provide all students and District employees with a safe and secure learning and working environment. Bullying, cyber-bullying, harassment, hazing, and retaliation reduce a student's ability to achieve academically and reduce an employee's ability to perform their job responsibilities. In addition, bullying, cyber-bullying, harassment, hazing, and retaliation can directly affect a student's or an employee's health and well-being, and may contribute to excessive absences, physical illness, mental and emotional anguish, and long-term social and psychological consequences. The Board directs the superintendent to develop procedures to addressstop and prevent bullying, cyber-bullying, harassment, hazing, and retaliation.

Definitions

1. "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.

2. "Action plan" means a process to address an "incident."

3. "Bullying" means staff bullying or student bullying. ~~means intentionally or knowingly committing an act that endangers the physical health, safety, or emotional welfare of a~~

~~student or employee for the purpose of creating fear of harm to the student or employee, or harm to the property of the student or employee. Typically, bullying is behavior that is intended to cause personal harm or distress, exists in a situation or relationship in which there is an imbalance of power or strength, and may be repeated over time. The conduct described in this policy constitutes bullying, regardless of whether the person against whom the conduct is committed, directed, consented to, or acquiesced in the conduct.~~

4. "Communication" means the conveyance of a message, whether verbal, written, or electronic.

5. "Cyber-bullying" means:
    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, intimidate, harass, express aggression towards, or threaten an individual, regardless of whether the individual directed, consented to, or acquiesced in the conduct, or voluntarily accessed the electronic communication.
    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.
    ~~c. Examples include, but are not limited to sending mean, vulgar, or threatening messages or images; posting sensitive or private information about the target; pretending to be someone else to hurt a person; rude comments; lies; stalking; threats; extortion; harassment; and transmission of inappropriate, unflattering, or embarrassing pictures, photographs, and/or videos.~~

6. "Hazing" means a student intentionally, knowingly, or recklessly committing an act or causing another individual to commit an act toward a school employee or student 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 ~~pushing, grabbing, pinching,~~ whipping, beating, branding, calisthenics, bruising, electric shocking, ~~shoving, poking, tripping, kicking, hitting~~, or placing of a harmful substance on the body, or exposure to the elements, or destroying property;
        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 forced or coerced act or activity of a sexual nature or with sexual connotations such as demanding a person to remove articles of clothing or expose or touch private areas of the body; or (also a Title IX violation)

DRAFT

v. involves the physical obstruction of a student's or employee's freedom to move;
vi. 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 a school or school sponsored team, organization, program, club or event; or
c. is directed toward a school employee or student whom the student 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 student also participates.
d. 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.

7. "Incident" means an incident of bullying, cyber-bullying, hazing, or retaliation which has been substantiated through a formal investigative process as described in this policy. An incident occurs at the same time and in the same place and may involve one or more students to whom the incident is directed, one or more students as causes of the incident, or a student as both a subject and a cause of the incident.

8. "Retaliate" means an act or communication intended:
   a. as retribution against a person for reporting bullying, cyberbullying, abusive conduct, or hazing; or
   b. to improperly influence the investigation of, or the response to, a report of bullying, cyberbullying, abusive conduct, or hazing.

9. "School employee" means school administrators, teachers, and staff members, as well as others employed or authorized as volunteers, directly or indirectly, by the school, school board, or school district or who works on a school campus.

10. "Staff bullying" means a school employee, with the intent to cause harm, repeatedly committing a written, verbal, or physical act against a student or another school employee, or engaging in a single egregious act toward another employee involving an imbalance of power, that:
    a. Creates an environment that a reasonable person would find hostile, threatening, or humiliating and
    b. Substantially interferes with a student or employee's educational or professional performance, opportunities, or benefits.
    c. It does not mean instances of (1) ordinary teasing, horseplay, argument, or peer conflict, (2) reasonable correction of behavior by a school employee, or (3)

DRAFT

reasonable coaching strategies and techniques by a school employee who is a coach.

11. "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:
    a. Creates an environment that a reasonable person would find hostile and
    b. Interferes with a student's educational performance, opportunities, or benefits.
    c. It 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.

12. Psychological Bullying includes, but is not limited to socially isolating an individual, making demeaning or sarcastic comments or gestures, and/or engaging in threatening comments or behavior.

~~13. Verbal/Written Bullying includes, but is not limited to name calling, mean teasing, spreading false rumors, intimidation, sexual comments, harassing, and/or threatening comments or behavior that is communicated verbally or in writing.~~

14. Harassment means repeatedly communicating to another individual, in an objectively demeaning or disparaging manner, statements that contribute to a hostile learning or work environment for that individual.

15. "Volunteer" means a non-employee with significant, sometimes unsupervised access to students in connection with a school assignment.

~~16. Physical Bullying involves brutality of a physical nature that endangers the physical health and safety of a student or employee and includes, but is not limited to pushing, grabbing, pinching, whipping, beating, branding, bruising, electric shocking, shoving, poking, tripping, kicking, hitting, placing a harmful substance on the body, exposure to the elements, or destroying property. Bullying may involve:~~
    ~~a. consumption of any food, liquor, drug, or other substance;~~
    ~~b. other physical activity that endangers the physical health and safety of a student or employee;~~
    ~~c. any forced or coerced act or activity of a sexual nature or with sexual connotations such as demanding a person to remove articles of clothing or expose or touch private areas of the body; and/or~~
    ~~d. the physical obstruction of a student's or employee's freedom to move.~~

Bullying and Abusive Conduct Prohibited

No student may engage in bullying of a student or school employee on school property, at a school-related or sponsored event, on a school bus, at a school bus stop, or while the student is traveling to or from a school location or school related or sponsored event. No student may engage in abusive conduct. Students who engage in bullying or abusive conduct are in violation of this policy and an incident of bullying shall result in disciplinary action up to and including expulsion, consistent with the District's Safe Schools ~~p~~Policy 3310 (FHA).

Anonymous reports of bullying or abusive conduct alone cannot constitute the basis for formal disciplinary action.

The school or District may also report an incident of bullying to law enforcement ~~if that is permitted~~ if allowed by Utah Code § 53G-8-211.

Hazing and Cyber-bullying Prohibited

No student may engage in hazing or cyber-bullying of a student or employee at any time or at any location.

Students who engage in hazing or cyber-bullying are in violation of this policy and an incident of hazing or cyber-bullying shall result in disciplinary action up to and including expulsion, as well as suspension or removal from a school-sponsored team or activity, including school sponsored transportation, consistent with the District's Safe Schools Policy 3310 (FHA).

The school may also determine to break up or dissolve a team, organization, or other school-sponsored group for hazing violations by its members.

Anonymous reports of hazing or cyber-bullying alone cannot constitute the basis for formal disciplinary action.

The school or District may also report an incident of hazing or cyber-bullying to law enforcement if ~~that is permitted~~ allowed by Utah Code § 53G-8-211.

Retaliation Prohibited

No student may engage in retaliation against a school employee, a student, or an investigator for, or witness of, an alleged occurrence of bullying, cyber-bullying, hazing, retaliation, or abusive conduct.

Students who engage in such retaliation are in violation of this policy and for an incident of retaliation are subject to disciplinary action up to and including expulsion, consistent with

DRAFT

the District's Safe Schools Policy 3310 (FHA).

Anonymous reports of retaliation alone cannot constitute the basis for formal disciplinary action.

The school shall inform students who have reported being subjected to bullying, cyber-bullying, or hazing and these students' parents that retaliation is prohibited and shall encourage the students and parents to be aware of and to report any subsequent problems or new occurrences.

Making a False Report Prohibited

No student may make a false allegation of bullying, abusive conduct, cyber-bullying, hazing, or retaliation against a school employee or student.

Students who engage in making such false allegations are in violation of this policy and for verified instances of false allegations are subject to disciplinary action up to and including expulsion, consistent with the District's Safe Schools Policy 3310 (FHA).

Improper Sharing of Recording of Incident Prohibited

No student may share a recording of an incident or of abusive conduct in a way which would impact or encourage future incidents or abusive conduct or intending to impact or encourage future incidents or abusive conduct. Students who violate this prohibition are in violation of this policy and for verified infractions are subject to disciplinary action up to and including expulsion, consistent with the District's Safe Schools Policy 3310 (FHA).

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 or abusive conduct or in response to a request from a teacher or administrator for the recording.

Reporting

A student target of bullying, cyber-bullying, harassment, hazing, or retaliation should inform ~~his/her~~ their teacher or any of ~~his/her~~ their school's administrators. An employee target of bullying, cyberbullying, harassment, hazing, or retaliation should inform ~~his/her~~ their supervisor. A parent, guardian, teacher, or any other individual who is aware of bullying, cyber-bullying, harassment, hazing, or retaliation at school should inform school administration. A school teacher or administrator to whom a complaint is made or who otherwise becomes aware of an incident of bullying, cyberbullying, harassment, hazing, or retaliation shall, as soon as is reasonably possible, but no later than within 24 hours, report it to the principal or ~~his/her~~ their designee.

DRAFT

~~**Prohibition of Bullying, Cyber-Bullying, Harassment, Hazing, and Retaliation**~~

~~Provo City School District prohibits bullying, harassment, hazing, and retaliation of students or employees by other students or employees at school/work, while on school or district property, at school/work related activities and events, on a school bus, at a school bus stop, or while the student or employee is traveling to or from any of the above. The District encourages all targets of bullying and all persons witnessing such an event to report the incident(s) immediately.~~

~~Provo City School District prohibits the hazing or cyber-bullying of students or employees by other students or employees at any time or in any location. The District encourages all targets of hazing or cyber-bullying, and all persons with knowledge of hazing or cyber-bullying to report the incident(s) immediately.~~

~~No student or employee may engage in retaliation against a student, employee, investigator, or witness of an alleged incident of bullying, cyber-bullying, harassment, hazing, or retaliation. The District encourages all targets of retaliation, and all persons with knowledge of retaliation to report the incident(s) immediately.~~

~~No student or employee may make a false allegation of bullying, cyber-bullying, harassment, hazing, or retaliation against a student or employee.~~

Legal References

Utah Code § 53G-9-601(1) (2025)
Utah Code § 53G-9-601(2) (2025)
Utah Code § 53G-9-601(3) (2025)
Utah Code § 53G-9-601(4) (2025)
Utah Code § 53G-9-601(5) (2025)
Utah Code § 53G-9-601(6) (2025)
Utah Code § 53G-9-601(7) (2025)
Utah Admin. Rules R277-613-2(8), (16) (October 8, 2024)
Utah Code § 53G-9-601(11) (2025)
Utah Code § 53G-9-601(13) (2025)
Utah Code § 53G-9-601(14) (2025)
Utah Code § 53G-9-601(15) (2025)
Utah Admin. Rules R277-613-2(17) (October 8, 2024)
Utah Code § 53G-9-602(1) (2024)
Utah Code § 53G-9-605(3)(b) (2024)
Utah Admin. Rules R277-613-4(1)(a) (October 8, 2024)
Utah Code § 53G-9-602(2) (2024)
Utah Code § 53G-9-605(3)(b) (2024)

DRAFT

Utah Admin. Rules R277-613-4(1)(a) (October 8, 2024)
Utah Code § 53G-9-603(1) (2024)
Utah Code § 53G-9-605(3)(c) (2024)
Utah Admin. Rules R277-613-4(1)(a), (5) (October 8, 2024)
Utah Code § 53G-9-603(2) (2024)
Utah Code § 53G-9-605(3)(d) (2019)
Utah Admin. Rules R277-613-4(1)(a) (October 8, 2024)
Utah Code § 53G-9-605(3)(e) (2024)
Utah Admin. Rules R277-613-4(1)(f) (October 8, 2024)
Utah Admin. Rules R277-613-5(2), (3), (4) (October 8, 2024)
Utah Admin. Rules R277-613-5(6) (October 8, 2024)
Utah Code § 53G-9-605.5 (2024)
Utah Code § 53G-9-605(3)(f), (h), (i) (2024)
Utah Admin. Rules R277-613-6(1), (2), (4) (October 8, 2024)
Utah Code § 53G-9-605.5(4) (2024)
Utah Admin. Rules R277-613-6(3) (October 8, 2024)
Utah Admin. Rules R277-613-5(8)(b) (October 8, 2024)
Utah Admin. Rules R277-613-2(15)
Utah Admin. Rules R277-613-2(12) (October 8, 2024)
Utah Admin. Rules R277-613-5(7), (8), (9) (October 8, 2024)
Utah Admin. Rules R277-613-4(5) (October 8, 2024)
Utah Admin. Rules R277-613-5(11) (October 8, 2024)
Utah Code § 53G-9-607(1), (2) (2024)
Utah Admin. Rules R277-613-4(6) (October 8, 2024)
Utah Admin. Rules R277-613-5(1)(c) (October 8, 2024)
Utah Admin. Rules R277-605-6(4) (July 22, 2022)
Utah Admin. Rules R277-613-4(7) (October 8, 2024)
Utah Admin. Rules R277-605-6(4) (July 22, 2022)
Utah Admin. Rules R277-613-7 (October 8, 2024)
Utah Admin. Rules R277-605-6(4) (July 22, 2022)
Utah Code § 53G-9-605(3)(j)(ii), (4) (2024)
Utah Code § 53G-9-607(2)(c) (2024)
Utah Admin. Rules R277-613-5(1)(b) (August 8, 2023)
Utah Admin. Rules R277-613-5(1)(c) (October 8, 2024)
Utah Code § 53E-9-203
Utah Admin. Rules R277-613-4(4) (October 8, 2024)
Utah Code § 53E-9-203 (2024)

DRAFT

Utah Code § 53G-9-605(3)(j), (4) (2024)

Utah Admin. Rules R277-613-4(1)(d), (2) (October 8, 2024)

Utah Code § 53G-9-604 (2024)

Utah Admin. Rules R277-613-4(3) (October 8, 2024)

Title 53E, Chapter 9, Part 3

Title 53E, Chapter 9, Part 2, Student Privacy

Utah Code § 53G-9-604(2)(a)(iii), (4) (2024)

Utah Admin. Rules R277-613-5(12) (October 8, 2024)

Board Approved: December 10, 2013
Revised:

DRAFT

Request Requires Board Approval

Reset Fields

PCSD Application for Overnight Student Travel

Provo City School District

4006 F1

Provo City School District							
Application For Overnight Student Travel **All trips must be submitted AND approved at least 60 calendar days prior to departure.**							
Name of School:	Provo High School						
Group Requesting Trip:	Competition Cheer Team						
Advisor/Coach/Teacher:	Megan Galbraith						
Destination:	Anaheim, CA			Distance from Provo: 645 miles			
Dates of Trip:	Departure Date: 2/17/27			Return Date: 2/21/27			
Number of School Days Missed:	2			(NOT to exceed 2)			
Number of Students in Group:	F: 19	M:		Total: 19			
Number of Adult Supervisors:	F: 3	M:		Total: 3	(minimum ratio 1:10)		
Did You Send and Receive Parent Consent for Each Participant? Y☑ N☐							
Most recent travel: Destination Anaheim, CA				Date:2/26	Cost:1505		
Anticipated Costs per Student (If no amount is being collected for a particular category, please enter $0)							
Transportation: $590	Lodging: $510			Food: $225			
Registration Fee: $215	Other:$375 (Disney & Act						
Estimated Cost Per Student*:	$ 1915						
Less Amount Per Student from Fundraiser:	-$						
Estimated Maximum Cost Per Student:	=$1915			(total student out of pocket)			
* **The total prior to fundraising may not exceed $2000.00 per student.**							
Itinerary, transportation, fundraising, and lodging plans are described in detail on attached forms. Y☑ N☐ You must include all methods of travel used on the trip.							

Parent Meeting to Discuss Trip Plans

Date of Parent Meeting:	8/24/26	
Number of Parents Approving the Trip:	~~19~~ 18	Only One Vote Per Student
Number of Parents Opposing the Trip:	~~0~~ 1	
Total Number of Students in Group:	19	
Approval %	100	
Have parents signed the consent form?	Y☐ N☑	but they will prior to travel
Plan has been made with the Principal for fee waived student:	Y☑ N☐	
Alltrips mustbe approved 60 days before travel. Exceptions willbe approved only when an invitation to a national event or national competitionoccursoutsideofthe60-daydeadline.Ifanexceptionisrequested, a letterfromtheprincipalisrequired.		

This request will not be considered for approval without complete answers to the following questions. Be specific and answer ALL parts of each question:

****If you have handouts that you have provided to parents that clearly address each of these areas, you may attach these documents to this request.**

Educational Justification: What are the educational objectives of the trip? Can these objectives be replicated with closer, less expensive travel? Why not? Please be specific.

This is a National competition for the cheerleaders. The objectives are to perform & compete on a National level, for the chance to win a National title. Most High Schools & College teams attend a National Competition. This year will be Provo High's 4th year going to Nationals. Last year our team took 4th place in the Cheer category, The cheerleaders work hard all year to qualify for Nationals.

Standards for Participants: What are the academic and behavioral standards that must be met by participating students? How were students and parents notified of these requirements?

Students are required to maintain a 2.0 GPA. They must be in good behavioral standing with admininistration & coaches. Athletes will be required to meet with their teachers before the trip, to get any assignments they will be missing. Parents have been notified at various parent meetings throughout the season.

Safety: In what ways will you ensure the safety of students while traveling or participating in activities? Describe special instructions to students, supervision guidelines to chaperones, accommodations that are specific to the destination.

Students will be with a chaperone at all times on the trip. Every night chaperones will check that students are in their rooms. During free time at Disneyland, students will be in small groups with a chaperone. We will check in with each other as a group several times during the day. We will have 3 female chaperones. We have a well planned intinerary & will make sure that it is communicated well to parents & athletes. We will follow the rules & curfew times to ensure our team's safety.

Financial: As a school-sponsored activity, fee waivers apply. How will you cover the potential costs of fee waivers or are you expecting the district to offset these costs? What specific fundraisers do you anticipate you will use to offset student costs? Have these fundraisers been approved by your principal with appropriate approval paperwork completed? Attach paperwork.

We will be hosting several different fundraisers this year. Our first fundraiser is our company sponsor banners. We have already had several companies sign up. We will also be putting on 2 junior cheer clinics. One for football season & one for basketball season. In conjunction with that we will be selling pictures packages & t-shirts. These fundraisers will cover the cost of fee waiver students.

Optional: Please provide details of any additional information that you feel is pertinent.

We have had a great experience attending Nationals the last three years. We would love for the opportunity to attend again this year!

I have read and I agree to comply with all the stipulations contained in PCSD Policy 4006.

Initial here: MG

Cheer Nationals Itinerary 2027

Wednesday February 17th (Leave after school)
- -Charter Bus departs at 2:15pm Provo High or Leave taking school bus to airport
- -If bussing, break & switch drivers in Beaver
- -Stop for Dinner in Barstow, CA (per-diem provided)
- -Check into Hotel
- -Lights out 11:00pm

Thursday February 18th (School Day)
- -Breakfast at Hotel
- -10am- 7pm- Compete Game Day Divisions at Convention Center
- -Lunch on your own (per-diem provided)
- -Qualification Announcement in the evening
- -Senior Dinner (rest of team dinner on your own- per-diem provided) @ Downtown Disney
- -Lights out at 11:00pm

Friday February 19th (School Day)
- -Breakfast at Hotel
- -8am- 5pm- Compete Show Category
- -Lunch on your own (per-diem provided)
- -5pm- Beach time & Team Dinner
- -Lights out at 11:00pm

Saturday February 20th
- -Free time in Disneyland (if we don't make it finals- if we do then we will go to Disney on after)
- -Lunch on your own (per-diem provided)
- -Dinner on your own (per-diem provided)
- -Lights out at 11:00pm

Sunday February 21st
- -Breakfast at hotel
- -Check out of hotel & head home (8am)
- -Lunch & Dinner along the way home (per-diem provided)
- -Back at Provo High, ETA 8pm (if driving)

Hotel Accommodations

We will be staying at the Cambria Hotel Anaheim. We stayed there the last 2 years. Here is a breakdown of the rooms we will be booking.

3- One Bedroom Kids Suite (holds 6-7 athletes each)- 19 athletes total

Total capacity 21 (we have 19 athletes going)

We will also have to book a room for our bus driver if we take a bus & we will be booking a separate room for the coaches.

PCSD Application for Overnight Student Travel

Provo City School District

4006 F1

Board Meeting Approval Date (if required):

Maggie Eddlett 8/14/26
Advisor's Signature Date

Kami Alvarez 8/14/26
Principal's Signature Date

Wendy J. Ocen 8/18/2026
Superintendent's Signature Date

Board President's Signature Date

Special Conditions that must be met before Superintendent or Board Approval is granted:

Reset Fields

PCSD Application for Overnight Student Travel

Request Requires Board Approval

4006 F1

Provo City School District								
Application For Overnight Student Travel **All trips must be submitted AND approved at least 60 calendar days prior to departure.**								
Name of School:	Provo High School							
Group Requesting Trip:	Dance + Art							
Advisor/Coach/Teacher:	Brynn Averett + Lindsay Ruiz							
Destination:	Anaheim CA					Distance from Provo: 640 mi		
Dates of Trip:	Departure Date: 3/17/27				Return Date: 3/21/27			
Number of School Days Missed:	1				(NOT to exceed 2)			
Number of Students in Group:	F:	24	M:	1	Total:	25		
Number of Adult Supervisors:	F:	3	M:	2	Total:	5	(minimum ratio 1:10)	
Did You Send and Receive Parent Consent for Each Participant? Y☑ N☐								
Most recent travel: Destination New York City					Date: 4/9/26		Cost:$2,000	
Anticipated Costs per Student (If no amount is being collected for a particular category, please enter $0)								
Transportation: $605	Lodging: $225				Food: $225			
Registration Fee: $0	Other:$545/$405							
Estimated Cost Per Student*:	$ $1640/$1500							
Less Amount Per Student from Fundraiser:	-$ 0							
Estimated Maximum Cost Per Student:	=$1640/$1500				(total student out of pocket)			
* **The total prior to fundraising may not exceed $2000.00 per student.**								
Itinerary, transportation, fundraising, and lodging plans are described in detail on attached forms. Y☑ N☐ You must include all methods of travel used on the trip.								

Parent Meeting to Discuss Trip Plans

Date of Parent Meeting:	8/6/26	
Number of Parents Approving the Trip:	16	Only One Vote Per Student
Number of Parents Opposing the Trip:	0	
Total Number of Students in Group:	25	
Approval %	100	
Have parents signed the consent form?	Y☐ N☑, but they will prior to travel	
Plan has been made with the Principal for fee waived student:	Y☑ N☐	
All trips must be approved 60 days before travel. Exceptions will be approved only when an invitation to a national event or national competition occurs outside of the 60-day deadline. If an exception is requested, a letter from the principal is required.		

This request will not be considered for approval without complete answers to the following questions. Be specific and answer ALL parts of each question:
**If you have handouts that you have provided to parents that clearly address each of these areas, you may attach these documents to this request.

Provo City SCHOOL DISTRICT

PCSD Application for Overnight Student Travel

4006 F1

Educational Justification: What are the educational objectives of the trip? Can these objectives be replicated with closer, less expensive travel? Why not? Please be specific.

Students will gain professional dance, visual art, and theatre experiences while exploring the connections between movement and visual art. Dance and AP Art students will collaborate through shared experiences at the Getty, professional workshops, and a Broadway production. California provides access to arts institutions, professionals, and training opportunities not readily available in Utah.

Standards for Participants: What are the academic and behavioral standards that must be met by participating students? How were students and parents notified of these requirements?

Students must maintain good academic standing, demonstrate responsible behavior, and meet school and district expectations. Students and parents were informed of these requirements through trip information, permission forms, and pre-trip meetings.

Safety: In what ways will you ensure the safety of students while traveling or participating in activities? Describe special instructions to students, supervision guidelines to chaperones, accommodations that are specific to the destination.

Students will receive clear safety expectations and remain under close adult supervision throughout the trip. Chaperones will oversee all travel and maintain close contact with students. Students will stay in gender-specific rooms and follow established check-in, buddy, and group procedures. Chaperones will supervise students during all workshops, activities, and travel.

Financial: As a school-sponsored activity, fee waivers apply. How will you cover the potential costs of fee waivers or are you expecting the district to offset these costs? What specific fundraisers do you anticipate you will use to offset student costs? Have these fundraisers been approved by your principal with appropriate approval paperwork completed? Attach paperwork.

Fee waivers will be covered through Dance Company + AP Art fundrasing efforts and program funds, wtih no expectation for the district to offset costs. Planned fundraisers include Art in Motion concert, Pie Selling, Junior Dance Camp, and a Daddy Daughter Dance, all of which generate revenue to support travel and participation expenses. These fundraisers have been approved by the principal, and the required approval paperowrk has been completed and submitted.

Optional: Please provide details of any additional information that you feel is pertinent.

Costs between the 2 programs vary due to different activities/workshops taking place. Please refer to the itineraries for a list of activities/workshops.

I have read and I agree to comply with all the stipulations contained in PCSD Policy 4006.
Initial here: BA

PCSD Application for Overnight Student Travel

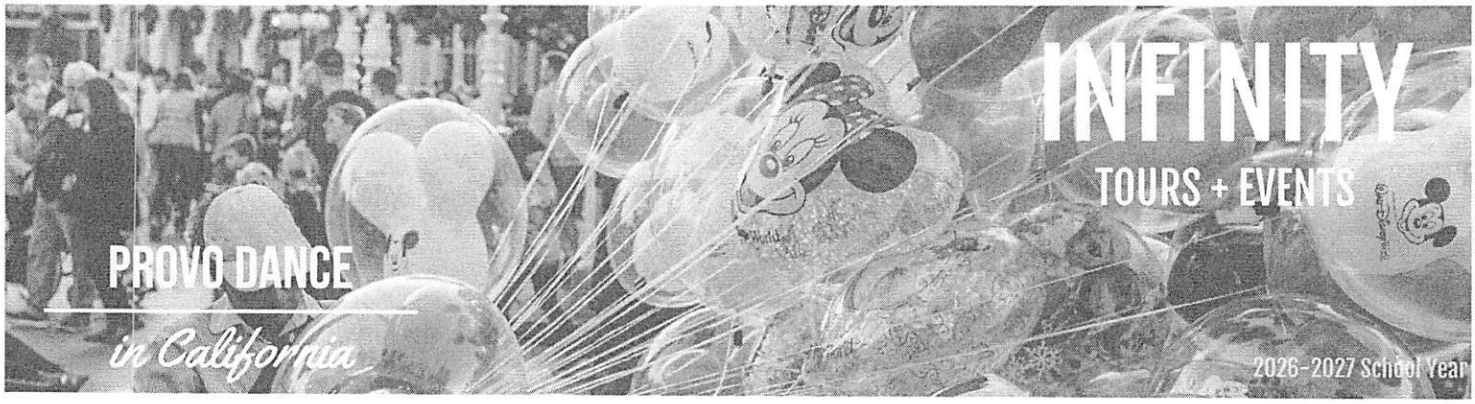
Provo City SCHOOL DISTRICT

4006 F1

Board Meeting Approval Date (if required):

Advisor's Signature	8/17/26 Date	Principal's Signature	8/17/26 Date
Superintendent's Signature	Date	Board President's Signature	Date

Special Conditions that must be met before Superintendent or Board Approval is granted:



TRIP INCLUSIONS

- *Round Trip Flights (estimated at $350 per person)*
- *4 rental vans driven by chaperones*
- *Hotel accommodations*
- *All meals included*
- *2 days at Disneyland and California Adventure (no park hopper)*
- *1 -Disney Dance Workshop or Performance (if you perform your park must be at California Adventure*
- *1 - 90 minute workshop at Timeless Studios*
- *2 - 90 minute dance classes at Millennium LA*
- *Buena Vista Social Club at Pantages Theater*
- *Balboa Pier*

PAYMENT SUMMARY

tour cost: $1640 (not to exceed)

4 payments will be made to the School Finance Office (see plan below).

possible add-ons:

Additional 60 minute dance class: at Playground LA or TMilly +$50
Charter bus instead of rental vans: $160
Optional Travel Insurance: +$150

COST BREAKDOWN

- Transportation $605
- *Hotel accommodations $265*
- *Meals $225*
- Activities $545

Wed. March 17

Meet at SLC Airport after school ends
Arrive in LA
Pick up 4- 7 passenger vans
Dinner
Check into hotel in the Anaheim Area

Thurs. March 18

Breakfast at Hotel
Disneyland or California Adventure
Disney dance workshop
Lunch and dinner in the park
Return to Hotel

Fri. March 19

Breakfast at Hotel
Dance workshop at Timeless Studios OC
Disneyland
Lunch and dinner in the park

Sat. March 20

Breakfast at Hotel
Dance workshop at Millennium LA
Lunch
Dance workshop at Millennium LA
Hollywood Walk of Fame
Dinner at Hard Rock Cafe
Buena Vista Social Club at Pantages Theater
Return to Hotel

Sun. March 21

Breakfast at Hotel
Balboa Pier
Depart for Airport
Arrive in SLC

FLIGHT DETAILS

Flight Calendar is still not out yet. This quote is estimating $350 per flight and anticipating departure on Wednesday after school.

HOTEL DETAILS

4 nights at Embassy Suites Irvine
Embassy Suites by Hilton Irvine Orange County Airport, 2120 Main St, Irvine, CA 92614
Double Queen rooms with sofa sleeper (6 occupancy)
Hot made to order breakfast included daily.
Quote Priced for 5 doubles and 1 king

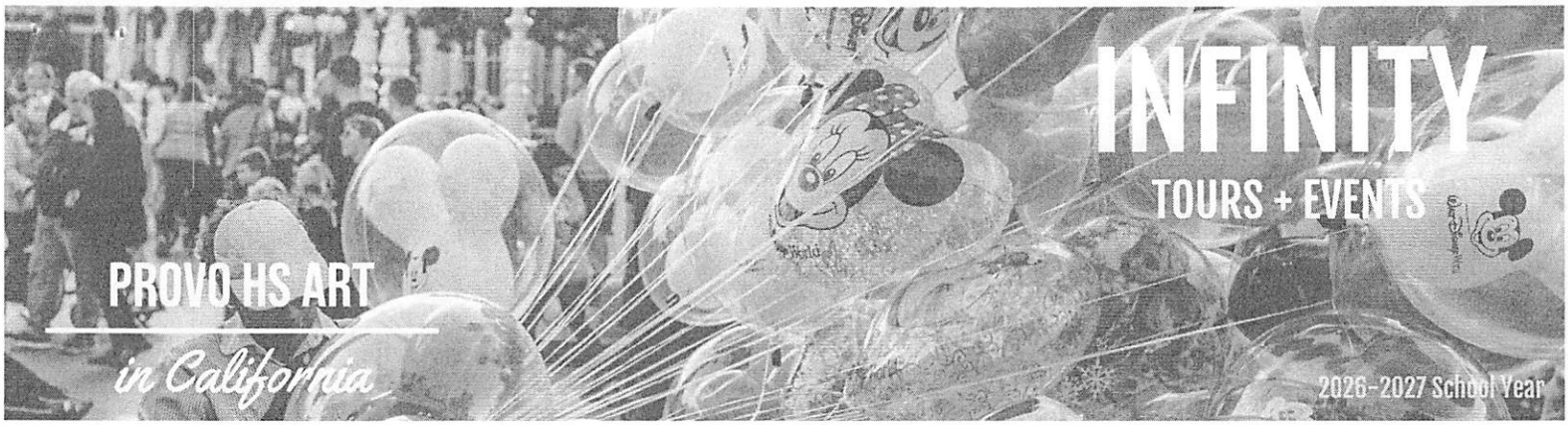
Student Payment Plan

Payment 1: $ 410	Payement 2: $ 410	Payment 3: $ 410	Payment4: $ 410
Due: September 14, 2026	Due: December 20, 2026	Due: January 15, 2027	Due: February 19, 2027

all payments are non-refundable, all students are obligated to make ALL above payments even if they decide later not to attend.

INFINITY TOURS+EVENTS

Itinerary is subject to change. All payments are non-refundable. Failure to make payments by deadlines may result in tour withdrawal. Quote based on 24 paying participants with 25 total. Signed Service agreement due by June 12 at 3pm to secure quote.



TRIP INCLUSIONS

- *Round Trip Flights (estimated at $350 per person)*
- *1 12 passenger van driven by chaperones*
- *Hotel accommodations*
- *All meals included*
- *1 day at Disneyland and California Adventure (no park hopper)*
- *Getty Art Museum and Getty Villa*
- *LACMA*
- *Academy Museum of Motion Pictures*
- *Beach Plein Aire Painting Session*
- *Griffith Observatory*
- *Downtown Hollywood and Buena Vista Social Club at Pantages Theater with Dance Co*

PAYMENT SUMMARY

tour cost: $1500 (not to exceed)

4 payments will be made to the School Finance Office (see plan below).

possible add-ons:

Optional Travel Insurance: +$150

COST BREAKDOWN

- Transportation $605
- *Hotel accommodations $265*
- *Meals $225*
- Activities $405

Wed. March 17

Meet at SLC Airport after school ends
Arrive in LA
Pick up 12 passenger van
Dinner
Check into hotel in the Anaheim Area

Thurs. March 18

Breakfast at Hotel
Disneyland or California Adventure
Lunch and dinner in the park
Return to Hotel

Fri. March 19

Breakfast at Hotel and check out of hotel
Visit the Getty Villa
Lunch at Santa Monica Pier
Beach plein air painting session (hosted by Lindsay Ruiz)
Griffith Observatory Sunset views
Check into LA hotel

Sat. March 20

Breakfast at Hotel
All activities spent with Dance Company
Getty Art Museum
Lunch
Explore
Hollywood Walk of Fame
Group Dinner at Hard Rock Cafe
Buena Vista Social Club at Pantages Theater
Return to Hotel

Sun. March 21

Breakfast at Hotel
Los Angeles County Museum of Art(LACMA)
Academy Museum of Motion Pictures
Depart for Airport
Arrive in SLC

FLIGHT DETAILS

Flight Calendar is still not out yet. This quote is estimating $350 per flight and anticipating departure on Wednesday after school.

HOTEL DETAILS

2 nights at Embassy Suites Irvine
Embassy Suites by Hilton Irvine Orange County Airport, 2120 Main St, Irvine, CA 92614
Double Queen rooms with sofa sleeper (6 occupancy)
Hot made to order breakfast included daily.

2 nights at LA hotel
Quote Priced for 2 doubles and 1 king

Student Payment Plan

Payment 1: $ 375	Payement 2: $ 375	Payment 3: 375	Payment4: $ 375
Due: September 14, 2026	Due: December 20, 2026	Due: January 15, 2027	Due: February 19, 2027

all payments are non-refundable, all students are obligated to make ALL above payments even if they decide later not to attend.

INFINITY TOURS+EVENTS

Itinerary is subject to change. All payments are non-refundable. Failure to make payments by deadlines may result in tour withdrawal. Quote based on 9 paying participants with 10 total. Signed Service agreement due by August 19 at 3pm to secure quote.

Firearm Safety Training

Policy Series: 4000 Curriculum, Instruction and Assessment

Policy No. 4064

DRAFT

Purpose

The board of education is committed to providing students with developmentally appropriate firearm safety instruction that promotes accident prevention, personal safety, and responsible firearm safety practices in accordance with Utah law while respecting the rights of parents/guardians to direct their child's participation.

Firearm Safety Training

Each district school shall provide firearm safety training to students in accordance with Utah State Board of Education standards and the following schedule:

1. At least three times while a student is attending kindergarten through grade 6;
2. At least once while a student is attending middle school; and
3. At least once while a student is attending high school.

The training shall:

1. Be developmentally appropriate to the grade level, according to state guidelines, receiving the instruction; and
2. Emphasize best practices and guidelines for the safe handling and storage of a firearm to prevent accidents and ensure personal safety.

The instruction may be provided:

1. Through in-person instruction, video instruction, or online materials;
2. Through an existing hunter safety course;
3. Through the health education curriculum;
4. Through the physical education curriculum; or
5. Through firearm safety curricula or materials created by the Utah Attorney General's Office.

Any statements regarding firearms provided during instruction shall be politically neutral.

If the instruction includes the display or functionality of an actual firearm on or about school premises, the individual providing the instruction shall qualify for an exemption under Utah Code § 53-5a-108(1)(a) through (f).

Before firearm safety instruction is provided:

1. Parents/guardians shall be notified of the instruction; and
2. Parents/guardians shall be informed of the option and process to opt their student out of the instruction.

A school may provide an alternative educational activity for a student who has opted out of the instruction.

Legal References:

Utah Code § 53E-4-207

Utah Code § 53-5a-108

Board Approved:

DRAFT

Risk Management Coverage for Employees

Policy Series: 5000 Personnel

Policy No. 5350

DRAFT

Purpose

The purpose of this policy is to identify the District's election to extend risk management coverage to eligible employees acting within the scope of their employment and to establish procedures for providing employees with required notices and acknowledgments regarding legal liability protection.

Overview

The Board elects to extend insurance coverage available through risk management to District employees in their individual capacities to the extent that claims of liability arise from acts or omissions performed within the scope of the employee's employment with the District.

Coverage is subject to the terms, conditions, limitations, exclusions, and eligibility requirements established by applicable law, the state risk manager, the Risk Management Fund, and any applicable coverage documents.

Notice to Employees

No later than the first day of each school year, the District shall provide each employee with the disclosure prepared by the state risk manager regarding legal liability coverage available to District employees.

The disclosure shall include information regarding:

1. The eligibility requirements to receive coverage;
2. The basic nature of the coverage provided to District employees, including what is not covered; and
3. Whether the coverage is primary or in excess of any other coverage provided to employees.

If the District hires an employee after the first day of the school year, the District shall provide the disclosure to the employee no later than ten days after the employee is hired.

Acknowledgement by New Employees

The District shall require each newly hired employee to sign a separate acknowledgment confirming that the employee has received the required disclosure and understands the legal liability protection described in the disclosure, including what is and is not covered.

The District shall retain the signed acknowledgment in the employee's personnel file.

Legal References:

Utah Code § 63A-4-204

Utah Code § 53G-11-202

Board Approved:

DRAFT

Credit for Prior Teaching Experience and New Employee Placement on the Salary Schedule

Policy Series: 5000 Personnel

Policy No. 5325

DRAFT

Purpose

The purpose of this policy is to establish uniform standards and procedures for awarding credit for prior teaching experience in accordance with Utah law, applicable licensure requirements, and District compensation practices. The Board of Education recognizes the importance of hiring and maintaining a high quality work force to promote student learning. The Board believes that having an excellent staff throughout the district is critical to provide quality education for students. The Board of Education is committed to ensuring that prior qualifying educational experience is evaluated consistently, fairly, and transparently to support the recruitment and retention of highly qualified educators . Please see Procedure 1 of this policy for further directions.

Credit for Prior Teaching

The district advertises for many staff vacancies each year, and the applicant pools for each position can be extremely varied. Excellent educators from outside the district who are selected for positions may request placement on the respective salary scale beyond what has, to this point, been common practice in Provo City School District.

This policy is in recognition of the need to hire well qualified staff and in further recognition that excellent veteran teachers and other staff may need to be granted additional credit on the salary schedule in a way that gives appropriate credit for verifiable years of previous relevant work. This practice applies to contracted staff new to Provo City School District. The Board directs the superintendent to develop procedures to define the criteria and circumstances where such salary schedule placements for contracted employees might be accomplished.

Some of the criteria to justify such salary schedule placements may include:

- Verifiable excellence in the position prior to coming to Provo City School District

- The in-demand nature of the position (such as math teachers, special education teachers, technical teachers, other contracted specialists)
- Unsuccessful prior attempts to hire the position within the same hiring season
- The lack of a deep pool of viable applicants
- Positions for difficult/demanding assignments that generally garner low levels of qualified applicants (English-Debate, principals, athletic directors)
- Positions requiring other unique experience

Credit for Experience

In the event the District negotiates the amount paid as salary, step placement, or lane placement for an individual contract of employment with a new certified employee in the District, the Board may grant credit for prior teaching experience in the public schools.

Partial Year Experience

In calculating credit for experience for compensation purposes only, a certified employee shall be given partial credit for less than a full school year in an amount proportionate to the part of the year worked by the employee.

Interpretation of this Policy

Nothing in this policy shall be construed to require recognition of prior credit for teaching outside the District or for partial credit for less than a full school year in determining whether a certified employee has an expectation of continued employment under the District's Orderly Termination Policy.

Nothing in this policy shall be construed to mean that teaching experience is the only or most important factor in making employment decisions. Certified employees shall be employed based upon all factors related to professional qualifications.

~~The Board of Education recognizes the importance of hiring and maintaining a high quality work force to promote student learning. The Board believes that having an excellent staff throughout the district is critical to provide quality education for students.~~

Board Approved: August 13, 2013
Revised: August 18, 2014
October 10, 2017

DRAFT

Legal Defense of Employees

Policy Series: 5000 Personnel

Policy No. 5410

DRAFT

Purpose

The purpose of this policy is to establish the circumstances under which the district will provide legal representation and defense to employees for acts or omissions occurring within the course and scope of their employment, in accordance with Utah law. The board of education is committed to protecting employees who perform their duties in good faith while ensuring the appropriate use of public resources and compliance with applicable legal requirements.

Notice of Suit or Threat of Suit

In the event that an employee is sued or threatened with suit for actions taken while engaged in the performance of the employee's duties, within the scope of employment, or under color of state authority as an employee of the district, the employee shall notify the superintendent in writing of the suit or threat of suit.

The written notice shall include:

1. A short statement of the facts giving rise to the claim;
2. The nature of the claim asserted; and
3. An explanation of how the actions giving rise to the claim relate to the employee's job duties, occurred within the scope of employment, or occurred under color of authority.

The employee shall also request in writing that the district provide a defense to the claim. The request shall be made:

1. Within ten (10) days after service of process upon the employee;
2. Within a longer period that would not prejudice the district in maintaining a defense on the employee's behalf; or
3. Within a period that would not conflict with notice requirements imposed on the district in connection with insurance coverage relating to the risk involved.

If the employee fails to make a timely request or fails to cooperate in the defense, including the making of an offer of judgment or settlement, the district may decline to defend or continue defending the employee and may decline to pay any judgment, compromise, or settlement arising from the claim.

Referral to Legal Counsel

The superintendent may, if the nature of the action warrants, provide a copy of the request for defense to State Risk Management or to the district's legal counsel.

Limitation of Obligation to Provide Defense

Nothing in this policy obligates the district to provide a defense, pay a judgment, or otherwise assume liability for acts or omissions that did not occur:

1. During the performance of the employee's duties;
2. Within the scope of employment with the district; or
3. Under color of authority.

The district may decline to provide a defense, discontinue providing a defense, or decline to indemnify an employee for:

1. Fraudulent acts;
2. Willful misconduct where the employee intentionally commits a wrongful act or intentionally fails to act while aware that the conduct will probably result in injury; or
3. Injury or damages caused while the employee was legally intoxicated or under the influence of non-prescribed controlled substances or alcohol to the extent that the employee could not reasonably perform job functions or safely operate a vehicle.

District Response to Request for Defense

Within ten (10) days after receiving a request for defense, the district shall inform the employee whether it will provide a defense and, if it refuses to provide a defense, the basis for the refusal.

If the district refuses to provide a defense, the employee may recover from the district if the employee proves that none of the conditions permitting refusal apply. The employee bears the burden of proof.

DRAFT

The district may conduct a defense under a full reservation of rights, reserving the right to discontinue the defense or decline payment of a judgment if facts are established showing that the employee is not entitled to coverage or indemnification under applicable law.

Legal References:

Utah Code § 63G-7-902

Board Approved:

DRAFT

Employee Work Information Privacy

Policy Series: 5000 Personnel

Policy No. 5800

DRAFT

Purpose

The Board of Education recognizes the importance of protecting employee privacy while ensuring that District employees have the tools necessary to perform their assigned duties. This policy establishes standards governing the use, disclosure, and protection of employee work-related contact information and the use of personal electronic devices for required work-related technology in accordance with Utah law.

Definitions:

1. *Administrative personnel* means District personnel who have District-wide or school-wide functions and who perform management activities, including developing policies for the Board of Education and implementing those policies through the supervision and direction of personnel at any level within the District. Administrative personnel include the Superintendent, assistant or deputy superintendents, principals, assistant principals, directors, cabinet members, grant coordinators, educational specialists, technology administrators and technology personnel, and others who perform management duties.

2. *Employee* means administrative personnel or instructional personnel.

3. *Instructional personnel* means an individual who is employed by, contracts with, or is affiliated with the District or one of its schools.

4. *Required technology* means an application, software program, or other technology that is necessary for an employee to perform essential job duties or respond to emergency situations.

5. *Work-related contact information* includes:
    a. private or District-provided telephone numbers used for work purposes;
    b. email addresses provided by the District or used primarily for work-related functions;

c. work mailing addresses, including physical addresses, post office boxes, and other mailing information used for work-related communications;
d. logins, usernames, passwords, access codes, or other credentials used to access District accounts, systems, records, documents, or services; and
e. messaging accounts, directory listings, committee memberships, distribution lists, forum memberships, or similar work-related communication groups.

Protection of Work-Related Contact Information

Except as otherwise required by law, the District shall protect employee work-related contact information from unauthorized disclosure.

The District may disclose employee work-related contact information only:

1. In response to a valid request under the Government Records Access and Management Act (GRAMA);
2. As required by Utah Code § 53G-7-224 for submission of work email addresses to the Utah State Board of Education; or
3. As otherwise authorized or required by law.

The District shall not sell or otherwise transfer an employee's work-related contact information if the transaction constitutes an isolated or standalone transfer.

To the extent permitted by law, the District shall publicly disclose requests for employee work-related contact information received under GRAMA.

Personal Electronic Devices

The District shall not require an employee to download, install, access, or otherwise use required technology on a personally owned electronic device when the required technology contains terms, conditions, or data-sharing provisions that permit access to information or data outside of the required technology.

If an employee reasonably determines that required technology contains objectionable terms or conditions, the District shall provide a reasonable accommodation that avoids mandatory use of the employee's personal device whenever practicable.

Reasonable accommodations may include:

1. Providing a District-owned computer, tablet, telephone, or other electronic device;

DRAFT

2. Providing access through a secure virtual or remote desktop environment that does not require installation of the required technology or storage of District credentials on the employee's personal device; or
3. Providing another reasonable alternative that allows the employee to perform assigned job duties without mandatory use of a personal electronic device.

Protection Against Retaliation

The District shall not take adverse employment action against an employee for exercising rights provided under this policy or applicable law relating to employee work information privacy or the use of personal electronic devices.

Legal References:
Utah Code § 53G-10-207

Board Approved:

DRAFT

Quote

Sales Rep: Carly Smith

Submitted on: 8/11/2026
(Valid 45 days)

Quote # PCSD_VMHP01

Terms (Years) 3

Bill To:
Provo City School District
280 West 940 North
Provo, Utah 84604

Product Item / Fee	*Sites	Annual Rate (Per Site)	Annual Recurring Rate	Term Amount
Visitu Visitor Management ***Special Utah state pricing** A secure digital check-in system that simplifies monitoring who enters and exits your facility, ensuring only authorized individuals are permitted on site. Instantly screen all visitors with sex offender background checks, manage custom watchlists, issue visitor passes, send security alerts to staff, and generate detailed reports of guest activity.	19	**$500**	**$9,500**	**$28,500**
Add On Enhanced Capabilities	***Sites**	**Annual Rate (Per Site)**	**Annual Recurring Rate**	**Term Amount**
Attendance & Rostering Enables the tracking and management of student tardy entries and early dismissals Scheduled data writebacks are available, depending on your SIS vendor's capabilities. For automated API syncing, direct SIS integration options are available (additional fees apply).	17	**$100**	**$1,700**	**$5,100**
SIS Integration *(Used for: Visitor Management, Dismissal, Hall Pass and/or Reunification)*	***Sites**	**Annual Rate (Per Site)**	**Annual Recurring Rate**	**Term Amount**
Powerschool with writeback Includes full integration setup to automatically sync student and staff rosters directly from your Student Information System. Available Partners: PowerSchool. API Fee - yearly fee.	19	**$500**	**$9,500**	**$28,500**
		Annual & Full-Term Platform Sub-totals:	**$20,700**	**$62,100**
Implementation and Service Fees	***Sites**		**One Time Rate (per site)**	**Total**
Visitu Implementation & Onboarding *NO COST WITH CRISISALERT Comprehensive virtual setup, system configuration, and virtual onboarding training for the visitor management platform.	19		**$0**	**$0**
Visitu Starter Kit *(Additional)* Each additional kit includes your choice of: Kiosk Accessories Kit (iPad Not Included): 1 tablet stand, 1 Wireless CENTEGIX printer, and 5 rolls for visitor/student passes.	25		**$140**	**$3,500**
Shipping & Handling (If Applicable) *NO COST WITH CRISISALERT Shipping and handling for all hardware needed to support the Visitor Management, if applicable.	25		**$0**	**$0**

One-Time Fees Sub-total:	**$3,500**
Year 1 (includes One time fees)	**$24,200**
Visitu Promotion	**-$9,500**
Year 1 net of Promotion	**$14,700**
Each Additional year	**$20,700**
Contract Total Full 5 Year Term	**$56,100**

NOTES:

Site Count Adjustments: The current pricing reflects a preliminary site count and is subject to final adjustment pending receipt of the official, finalized site list from the customer.
Annual contract will renew after the selected term expires at CENTEGIX then current pricing.

Hardware Exclusions: Visitu software kits do not include iPads, tablets, or computers.

All invoices are payable on Net 30 terms.

Any remaining fees (if applicable) will be invoiced annually upon the anniversary date.

Amounts do not include local, state or federal taxes. If you are tax exempt, please provide a tax exempt form otherwise sales tax will be charged.

(800) 950-9202 2120 Powers Ferry Road SE, Suite 110, Atlanta, GA 30339 sales@centegix.com

Proposal

Proposal Number

2112619452

Account Number/Name

34086

PROVO CITY SCHOOL DISTRICT

Created On

08/06/2026

Created By

Jacob Palmer

Thank you for creating your proposal, details are provided below. You can access this proposal from your Apple Store for Education Institution by searching proposal number 2112619452.

Item	Product / Description	Total Quantity	Unit Price	Total Price
1	MDHL4LL/A 13-inch MacBook Air: Apple M5 chip with 10-core CPU and 8-core GPU, 16GB, 512GB SSD - Silver (Packaged in a 5-pack) Specifications • M5 chip: Apple M5 chip with 10-core CPU, 8-core GPU, and 16-core Neural Engine • Unified Memory: 16GB unified memory • SSD Storage: 512GB SSD storage • Power Adapter: 40W Dynamic Power Adapter with 60W Max • Pro Apps Bundle for Education: None • Keyboard Language: Backlit Magic Keyboard with Touch ID - US English • Accessory Kit: Accessory Kit	225	1,179.00	265,275.00 USD

Subtotal	265,275.00 USD
Estimated Tax	0.00 USD
Total	265,275.00 USD

Please note that your order subtotal does not include sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed. Your order total may include estimated sales tax that is subject to change at the time your order is processed.

How to Order

If you would like to convert this Proposal to an order, log into your Apple Store for Education Institution and select ‘Proposal’ from the pull-down menu. Search for this Proposal by entering the Proposal Number referenced above.

Note: A Purchaser login is required to order. Visit your Apple Store for Education Institution to login or create your Purchaser Apple Account.

The prices and specifications above correspond to those valid at the time the Proposal was created and are subject to change. Purchases are subject to the terms and conditions of your agreement with Apple and the Apple Store for Education Institution.

Copyright © 2026 Apple Inc. All rights reserved.