

Meeting Agenda

| | |
|---|-----|
| I. 7:00 pm - Administration | |
| 1. Call to Order | |
| 2. Pledge of Allegiance | |
| 3. Reverence | |
| 4. Recognition | |
| 5. Approval of Minutes | 3 |
| II. 7:10 Financial Review | |
| 1. Accounts Payable | 7 |
| 2. Financial Review | 44 |
| III. 7:15 Citizen Comments (2 minutes max per individual, 10 minutes total for all comments) | |
| IV. 7:25 Information Items | |
| 1. Discussion regarding girls softball - Dan Taylor (10 min) | |
| 2. Superintendent's Report (10 min) | |
| a. Weekly Reports | 56 |
| b. Superintendent Calendar | 60 |
| c. Profile of a Graduate | 61 |
| d. Legislative Priority | 63 |
| e. Tax Reform Efforts | 65 |
| 3. Policy Review (5 min) | 91 |
| 4. Policy regarding electronic meetings (5 min) | 96 |
| V. 7:55 Business Items | |
| 1. Energy audit update/action (10 min) | 98 |
| 2. Policies (10 min) | |
| a. First reading | 102 |
| I. Citation Only | 108 |
| II. Annual policy updates with substantive changes | 244 |
| b. Second reading | |
| c. Third reading | |
| 3. Hanksville School Improvement Plan (5 min) | 326 |
| 4. Approve new employees (5 min) | 357 |
| 5. Employee separations (5 min) | 358 |
| VI. 8:30 Board Member Items | |
| VII. 8:40 Closed Session as permitted by Utah Code Annotated Section 52-4-205(1)(a). | |

VIII. **9:40** Adjournment

MINUTES OF THE MEETING OF THE BOARD OF EDUCATION FOR WAYNE SCHOOL DISTRICT HELD AT WAYNE MIDDLE SCHOOL ON WEDNESDAY JUNE 12, 2019 AT 6:00 PM.

THOSE PRESENT:

Curtis Whipple – President – Absent/Excused
Cory Anderson – Vice President
April Torgerson – Member
Jeffery Chappell – Member – Late/Excused
Shawn Davis – Member
John Fahey – Superintendent
Heather Okerlund – Business Administrator

Conducting: Cory Anderson

ADMINISTRATION

Cory Anderson called the meeting to order.

INFORMATION ITEMS

Superintendent's report: Superintendent John Fahey provided a calendar. He also discussed the RISE testing scores and the testing results for various grades. Superintendent John Fahey provided an update on the Hanksville school improvement plan. Jeffery Chappell arrived. Superintendent John Fahey presented the school and district goals. The board discussed the Leadership Academy on September 12-14 and the board evaluation will be July 29th at 11:00 a.m.

Board member items: The board discussed a zoning change notice that was received for medicinal cannabis cultivation. Heather Okerlund said she followed up with Mark Peterson from state risk regarding the distracted driving policy that Cory Anderson brought up last month and provided an update and information. The board discussed the dance club/drill team and softball teams. April Torgerson asked about Tabiona and UHSAA, and Cory Anderson said there were sanctions for both teams and described those in more detail.

Cory Anderson declared all items on the agenda complete. No objections.

MINUTES OF THE MEETING OF THE BOARD OF EDUCATION FOR WAYNE SCHOOL DISTRICT HELD AT WAYNE MIDDLE SCHOOL ON WEDNESDAY JUNE 12, 2019 AT 7:00 PM.

THOSE PRESENT:

Curtis Whipple – President - Absent/Excused
Cory Anderson – Vice President
April Torgerson – Member
Jeffery Chappell – Member
Shawn Davis – Member
John Fahey – Superintendent
Heather Okerlund – Business Administrator

Conducting: Cory Anderson

ADMINISTRATION

Cory Anderson called the meeting to order. He welcomed everyone and thanked them for coming and announced we would begin with the Pledge of Allegiance followed by a reverence from Cory Anderson.

APPROVAL OF THE MINUTES: Shawn Davis made a motion to accept the minutes for last month. April Torgerson seconded. All in favor.

FINANCIAL REVIEW

Accounts payable: April Torgerson made to a motion to approve the payables. Shawn Davis seconded. All in favor.

Financial review. Heather Okerlund will provide an update during the budget section in business items.

CITIZEN COMMENTS

Shawn Davis said he wanted to complement Mary Bray on the graduation, it was good and well put together. Superintendent John Fahey said he liked the backdrop.

INFORMATION ITEMS

None

BUSINESS ITEMS

FFA Nationals trip: Superintendent John Fahey said that Mary Bray had some comments after the last meeting and turned the time over to her. Mary Bray expressed her thoughts and concerns. Jennifer Christensen also shared some

thoughts regarding the trip. The board, Superintendent John Fahey, and Mary Bray discussed. Cory Anderson, Jeffery Chappell and Shawn Davis in favor. April Torgerson opposed. Motion carries.

Approve WHS dance club/drill team: Mary Bray said that Katie Snedeger wants to bring back the dance club, and that they are not planning on competitions right now. About 15 girls have expressed interest but they want to try and see where it goes. Heather Okerlund clarified there are no fees added at this point. The board discussed it. April Torgerson made a motion to approve a drill team/dance club. Jeffery Chappell seconded. All in favor.

Approve amended budgets FY19: Heather Okerlund described the changes. April Torgerson made a motion to approve the amended budgets for FY19. Shawn Davis seconded. All in favor.

Approve tentative budgets FY20: Heather Okerlund described the budget. The board discussed the increased tax rate for the capital and board levy and the intention of going through truth-in-taxation to increase the tax rates to the same rate as the prior year. Heather Okerlund provided the tax rates summary that shows it would be an increase of \$18,652. Cory Anderson made a motion to approve the FY20 tentative budget. April Torgerson seconded. All in favor.

Extra curricular stipend schedule: Cory Anderson asked if Mary Bray had seen it. Heather Okerlund clarified that Mary Bray drafted it. Mary Bray and the board discussed the proposal. April Torgerson made a motion to approve the extra curricular stipend schedule. Shawn Davis seconded. All in favor.

WHS and WMS school fee schedules. Heather Okerlund presented the changes. The board discussed the proposed changes. Cory Anderson made a motion to approve the WHS and WMS fee schedules. Jeffery Chappell seconded. All in favor.

TSS framework: Superintendent John Fahey explained the new process for the Teacher and Student Success Act and the required framework that the board approves and then the schools will make their plans from there. The board discussed. April Torgerson made a motion to approve the TSS framework with amendment proposed. Cory Anderson seconded. All in favor.

Policies: Second reading: Wayne SD SpEd Policy. April Torgerson made a motion to waive the seconded reading and approve the SpEd Policy. Jeffery Chappell seconded. All in favor. Third reading. FGE Student Complaints. April Torgerson made a motion to approve the third reading of FGE Student Complaints. Jeffery Chappell seconded. All in favor.

Amend Superintendent Contract: April Torgerson made a motion to amend the Superintendent contract. Cory Anderson seconded. All in favor.

Supersede Business Administrator Contract: Jeffery Chappell made a motion to approve the business administrator contract. April Torgerson seconded. All in favor.

Approve new employees: April Torgerson made a motion to approve new hires pending background checks. Jeffery Chappell seconded. All in favor.

BOARD MEMBER ITEMS

None

April Torgerson made a motion to go into closed session per section 52-4-205(1)(a) at 8:24 p.m. Cory Anderson seconded.

Jeffery Chappell – Yes
Shawn Davis – Yes
April Torgerson – Yes
Cory Anderson – Yes

Cory Anderson declared us back in open meeting at 8:58 p.m.

Cory Anderson said seeing we have covered all items on the agenda we will adjourn. None opposed. Meeting adjourned at 8:58 p.m.

A/P Summary Check Register

FPREG01A

| Bank | Check No | Amount | Date | Vendor | Type |
|------|----------|-----------|----------|---|------|
| 01 | 00010873 | 211.46 | 06/04/19 | 55225 AT&T MOBILITY | C |
| 01 | 00010874 | 925.00 | 06/04/19 | 8494 Allie Peterson | C |
| 01 | 00010875 | 146.80 | 06/04/19 | 8150 Altera Furniture | C |
| 01 | 00010876 | 210.87 | 06/04/19 | 94347 BICKNELL TOWN | C |
| 01 | 00010877 | 623.98 | 06/04/19 | 98140 BLACKBURN'S AUTO BODY | C |
| 01 | 00010878 | 1,575.13 | 06/04/19 | 107708 BRIAN FARM SERVICE CENTER | C |
| 01 | 00010879 | 238.53 | 06/04/19 | 115500 BULL MOUNTAIN MARKET | C |
| 01 | 00010880 | 1,850.00 | 06/04/19 | 4472 Brechts Database Solutions Inc. | C |
| 01 | 00010881 | 775.00 | 06/04/19 | 8540 Brynnli Nelson | C |
| 01 | 00010882 | 884.90 | 06/04/19 | 126602 CANYON FUEL COMPANY LLC | C |
| 01 | 00010883 | 621.10 | 06/04/19 | 134372 CENTRAL ELECTRIC SUPPLY | C |
| 01 | 00010884 | 2,049.48 | 06/04/19 | 163371 CENTRAL UTAH EDUCATIONAL SERVI | C |
| 01 | 00010885 | 550.00 | 06/04/19 | 2020 Clarks Home Fire Safety | C |
| 01 | 00010886 | 1,015.00 | 06/04/19 | 8478 Dawson Rees | C |
| 01 | 00010887 | 730.32 | 06/04/19 | 798480 FELICIA SNOW | C |
| 01 | 00010888 | 6,110.47 | 06/04/19 | 303548 GARKANE ENERGY | C |
| 01 | 00010889 | 805.00 | 06/04/19 | 8532 Garrett Chappell | C |
| 01 | 00010890 | 1,075.00 | 06/04/19 | 6238 Gentry Taylor | C |
| 01 | 00010891 | 2,602.88 | 06/04/19 | 8290 Golden Link Const, Inc. (Outsiders) | C |
| 01 | 00010892 | 8,715.00 | 06/04/19 | 8257 H&E Equipment Services, INC. | C |
| 01 | 00010893 | 1,725.00 | 06/04/19 | 8419 Hannah Morrill | C |
| 01 | 00010894 | 238.00 | 06/04/19 | 455050 JACKSON EXCAVATION INC | C |
| 01 | 00010895 | 985.00 | 06/04/19 | 8486 Jenna Brian | C |
| 01 | 00010896 | 1,310.40 | 06/04/19 | 7412 Just Fundraising | C |
| 01 | 00010897 | 385.06 | 06/04/19 | 511525 K & K CRANE TRANSPORT | C |
| 01 | 00010898 | 365.00 | 06/04/19 | 527582 LINDA'S COUNTRY DECOR | C |
| 01 | 00010899 | 1,481.96 | 06/04/19 | 529782 LOA BUILDERS SUPPLY | C |
| 01 | 00010900 | 1,207.20 | 06/04/19 | 7080 Les Olson Company | C |
| 01 | 00010901 | 883.20 | 06/04/19 | 5894 Lifetouch NSS Accts Receivable | C |
| 01 | 00010902 | 19.20 | 06/04/19 | 8400 Lora Wilcox | C |
| 01 | 00010903 | 306.79 | 06/04/19 | 561574 M & D AUTO PARTS & REPAIR | C |
| 01 | 00010904 | 66,220.67 | 06/04/19 | 585866 MOUNTAIN STATE SCHOOLBOOK | C |
| 01 | 00010905 | 1,455.00 | 06/04/19 | 6246 Makayla Bradbury | C |
| 01 | 00010906 | 1,105.00 | 06/04/19 | 8443 Maloree Mitchell | C |
| 01 | 00010907 | 1,045.00 | 06/04/19 | 8451 McKenzie Jeffery | C |
| 01 | 00010908 | 32.66 | 06/04/19 | 622200 OFFICE DEPOT | C |
| 01 | 00010909 | 1,107.62 | 06/04/19 | 719000 Professional Systems Technology Inc. | C |
| 01 | 00010910 | 25,000.00 | 06/04/19 | 781514 SEVIER SCHOOL DISTRICT | C |
| 01 | 00010911 | 596.00 | 06/04/19 | 802090 SNAPSHOT MULTIMEDIA | C |
| 01 | 00010912 | 898.98 | 06/04/19 | 804660 SOUTH CENTRAL COMMUNICATI | C |
| 01 | 00010913 | 1,165.00 | 06/04/19 | 8427 Sierra Wilson | C |
| 01 | 00010914 | 2,736.00 | 06/04/19 | 6955 Special Education Consulting Services | C |
| 01 | 00010915 | 45.00 | 06/04/19 | 3395 Sports Line Software, LLC | C |
| 01 | 00010916 | 865.00 | 06/04/19 | 8516 Tanner Faddis | C |
| 01 | 00010917 | 895.00 | 06/04/19 | 8508 Thomas Rees | C |
| 01 | 00010918 | 1,195.00 | 06/04/19 | 7781 Traven Peterson | C |
| 01 | 00010919 | 50.00 | 06/04/19 | 891106 UASBO/CO BURKE JOLLEY | C |
| 01 | 00010920 | 2,135.00 | 06/04/19 | 8435 Vanessa Barlow | C |
| 01 | 00010921 | 60.00 | 06/04/19 | 926255 WAYNE COMM HEALTH CENTER | C |
| 01 | 00010922 | 835.00 | 06/04/19 | 8524 Wyatt Van Orden | C |
| 01 | 00010923 | 1,641.04 | 06/04/19 | 36757 AMERICAN FAMILY LIFE INS | C |
| 01 | 00010924 | 702.00 | 06/04/19 | 4618 AxisPlus Benefits | C |
| 01 | 00010925 | 57,554.35 | 06/04/19 | 423930 INTERNAL REVENUE SERVICE | C |
| 01 | 00010926 | 98.97 | 06/04/19 | 717658 LEGAL SHIELD | C |
| 01 | 00010927 | 715.49 | 06/04/19 | 787 LIBERTY NATIONAL LIFE INSURANCE COMPANY | C |

A/P Summary Check Register

FPREG01A

| Bank | Check No | Amount | Date | Vendor | Type |
|------|----------|-----------|----------|---|------|
| 01 | 00010928 | 1,100.00 | 06/04/19 | 524900 LIFE INS CO OF THE SOUTHWEST | C |
| 01 | 00010929 | 1,611.85 | 06/04/19 | 341980 THE HARTFORD | C |
| 01 | 00010930 | 70,384.00 | 06/04/19 | 891117 UTAH SCHOOL BOARDS ASSN | C |
| 01 | 00010931 | 103.29 | 06/04/19 | 890950 UTAH SCHOOL EMPLOYEES ASN | C |
| 01 | 00010932 | 10,251.29 | 06/04/19 | 891185 UTAH STATE TAX COMM | C |
| 01 | 00010933 | 66,435.13 | 06/04/19 | 891109 Utah Retirement Systems | C |
| 01 | 00010934 | 425.90 | 06/04/19 | 926220 WAYNE EDUCATION ASSN | C |
| 01 | 00010935 | 18,500.00 | 06/11/19 | 8389 Arrowhead Construction & Development | C |
| 01 | 00010936 | 4,160.00 | 06/16/19 | 189500 Dixie State University | C |
| 01 | 00010937 | 6,368.00 | 06/19/19 | 48605 APPLE COMPUTER INC | C |
| 01 | 00010938 | 838.72 | 06/19/19 | 36500 Amazon | C |
| 01 | 00010939 | 66.00 | 06/19/19 | 4618 AxisPlus Benefits | C |
| 01 | 00010940 | 113.82 | 06/19/19 | 157595 BEST WESTERN COTTON TREE INN | C |
| 01 | 00010941 | 26.14 | 06/19/19 | 94347 BICKNELL TOWN | C |
| 01 | 00010942 | 15.65 | 06/19/19 | 107706 BRIAN AUTO PARTS INC. | C |
| 01 | 00010943 | 156.78 | 06/19/19 | 115500 BULL MOUNTAIN MARKET | C |
| 01 | 00010944 | 306.00 | 06/19/19 | 116049 BURBIDGE & WHITE | C |
| 01 | 00010945 | 383.90 | 06/19/19 | 163371 CENTRAL UTAH EDUCATIONAL SERVI | C |
| 01 | 00010946 | 13.36 | 06/19/19 | 729729 CENTURYLINK | C |
| 01 | 00010947 | 94.68 | 06/19/19 | 343257 Emery Telcom | C |
| 01 | 00010948 | 4,923.25 | 06/19/19 | 304058 GASCARD/STATE OF UTAH | C |
| 01 | 00010949 | 252.54 | 06/19/19 | 323121 GOPHER SPORT | C |
| 01 | 00010950 | 51.50 | 06/19/19 | 343259 HANKSVILLE TOWN | C |
| 01 | 00010951 | 35.60 | 06/19/19 | 8010 L'Attitude Marketing | C |
| 01 | 00010952 | 850.46 | 06/19/19 | 511579 LAGOON CORPORATION | C |
| 01 | 00010953 | 31.00 | 06/19/19 | 529797 LOA TOWN | C |
| 01 | 00010954 | 437.50 | 06/19/19 | 5894 Lifetouch NSS Accts Receivable | C |
| 01 | 00010955 | 256.77 | 06/19/19 | 8559 Literacy Resources, Inc. | C |
| 01 | 00010956 | 748.00 | 06/19/19 | 565150 MEADOW GOLD DAIRIES | C |
| 01 | 00010957 | 385.88 | 06/19/19 | 585866 MOUNTAIN STATE SCHOOLBOOK | C |
| 01 | 00010958 | 206.68 | 06/19/19 | 598011 NASCO MODESTO | C |
| 01 | 00010959 | 4,059.78 | 06/19/19 | 605175 NICHOLAS & COMPANY | C |
| 01 | 00010960 | 110.19 | 06/19/19 | 622200 OFFICE DEPOT | C |
| 01 | 00010961 | 3,619.02 | 06/19/19 | 7005 Presence Learning, Inc. | C |
| 01 | 00010962 | 486.54 | 06/19/19 | 760052 ROYALS FOOD TOWN | C |
| 01 | 00010963 | 2,025.00 | 06/19/19 | 8460 Remind | C |
| 01 | 00010964 | 140.00 | 06/19/19 | 774040 SCENIC UTAH CAMPUS SUPPLY | C |
| 01 | 00010965 | 1,631.37 | 06/19/19 | 774361 SCHOLASTIC BOOK FAIRS | C |
| 01 | 00010966 | 1,437.33 | 06/19/19 | 774566 SCHOOL SPECIALTY SUPPLY | C |
| 01 | 00010967 | 143.10 | 06/19/19 | 819910 STUDIES WEEKLY INC | C |
| 01 | 00010968 | 3,040.82 | 06/19/19 | 8281 SchoolOutlet.com | C |
| 01 | 00010969 | 200.00 | 06/19/19 | 6041 The Bicknell Theatre | C |
| 01 | 00010970 | 411.50 | 06/19/19 | 190800 UTAH BUREAU OF CRIMINAL IDENTIF | C |
| 01 | 00010971 | 225.00 | 06/19/19 | 891110 UTAH SCHOOL SUPT ASSOC | C |
| 01 | 00010972 | 2,244.24 | 06/19/19 | 926201 WAXIE SANITARY SUPPPPLY | C |
| 01 | 00010973 | 15,070.49 | 06/26/19 | 4626 Bank of America Credit Card | C |
| 01 | 00010974 | 3,500.00 | 06/26/19 | 7463 CENGAGE LEARNING INC | C |
| 01 | 00010975 | 39.43 | 06/26/19 | 55242 EAI EDUCATION/ERIC ARMI INC | C |
| 01 | 00010976 | 4,869.29 | 06/26/19 | 303548 GARKANE ENERGY | C |
| 01 | 00010977 | 1,847.90 | 06/26/19 | 455050 JACKSON EXCAVATION INC | C |
| 01 | 00010978 | 268.74 | 06/26/19 | 7935 Leslie J Ogden | C |
| 01 | 00010979 | 455.00 | 06/26/19 | 926255 WAYNE COMM HEALTH CENTER | C |
| 01 | 00010980 | 1,503.00 | 06/26/19 | 926218 WAYNE COUNTY LANDFILL | C |

Total Bank No 01 445,637.94

A/P Summary Check Register

FPREG01A

| Bank | Check No | Amount | Date | Vendor | Type |
|-------------------------|----------|---------------|----------|-------------------------|------|
| 11 | 00000126 | 17.40 | 06/17/19 | 39477 ANDERSON KERRY | A |
| 11 | 00000127 | 91.28 | 06/17/19 | 136602 CHAPPELL CORAL | A |
| 11 | 00000128 | 108.84 | 06/17/19 | 942581 CINDY J. WILKINS | A |
| 11 | 00000129 | 94.55 | 06/17/19 | 4839 Dwight Ellett | A |
| Total Bank No 11 | | 312.07 | | | |

| | |
|--------------------------------|-------------------|
| Total Manual Checks | .00 |
| Total Computer Checks | 445,637.94 |
| Total ACH Checks | 312.07 |
| Total Other Checks | .00 |
| Total Electronic Checks | .00 |
| Total Computer Voids | .00 |
| Total Manual Voids | .00 |
| Total ACH Voids | .00 |
| Total Other Voids | .00 |
| Total Electronic Voids | .00 |

| | |
|-------------------------|-------------------|
| Grand Total | 445,950.01 |
| Number of Checks | 112 |

| Batch Yr | Batch No | Amount |
|----------|----------|------------|
| 19 | 000556 | 209,612.46 |
| 19 | 000557 | 148,064.66 |
| 19 | 000566 | 1,410.85 |
| 19 | 000576 | 18,500.00 |
| 19 | 000587 | 4,160.00 |
| 19 | 000594 | 312.07 |
| 19 | 000596 | 36,336.12 |
| 19 | 000644 | 27,553.85 |

Wayne School District
 A/P Detail Check Register

| Check Key | Date Paid | Vendor No / Vendor Name | | Amount Paid | | | |
|--------------------------|-----------------|-------------------------|----------------------------------|---------------|--------|----------|-------------|
| Claim No | Invoice No | PO No | Description | | | | |
| Account No / Description | | | | Acct Amt. | Status | Status | Description |
| Bank No 01 | | | | | | | |
| 0100010873 | 06/04/19 | 55225 | AT&T MOBILITY | | | | |
| 00042481 | X05282019 | | Cell Phones | 211.46 | | | |
| 10-034-9-2785-2600-530 | | | TELEPHONE - DO | 211.46 | C | Computer | |
| Total Check: | | | | 211.46 | | | |
| 0100010874 | 06/04/19 | 8494 | Allie Peterson | | | | |
| 00042482 | 06042019_90 | 19001171 | | 925.00 | | | |
| 21-704-9-0500-1000-890 | | | WHS Scholarships | 925.00 | C | Computer | |
| Total Check: | | | | 925.00 | | | |
| 0100010875 | 06/04/19 | 8150 | Altera Furniture | | | | |
| 00042483 | 000009 | 19001140 | | 146.80 | | | |
| 21-704-9-0230-1000-890 | | | WHS Student Sports Account | 146.80 | C | Computer | |
| Total Check: | | | | 146.80 | | | |
| 0100010876 | 06/04/19 | 94347 | BICKNELL TOWN | | | | |
| 00042484 | BICKNLWTER5-19 | | Bicknell Water May 2019 | 25.14 | | | |
| 10-302-9-2785-2600-410 | | | UTILITIES-WMS | 25.14 | C | Computer | |
| 00042484 | BICKNLWTER5-19 | | Bicknell Water May 2019 | 25.05 | | | |
| 10-034-9-2785-2600-410 | | | UTILITIES-DO | 25.05 | C | Computer | |
| 00042484 | BICKNLWTER5-19 | | Bicknell Water May 2019 | 51.50 | | | |
| 10-302-9-2785-2600-410 | | | UTILITIES-WMS | 51.50 | C | Computer | |
| 00042484 | BICKNLWTER5-19 | | Bicknell Water May 2019 | 36.80 | | | |
| 10-302-9-2785-2600-410 | | | UTILITIES-WMS | 36.80 | C | Computer | |
| 00042484 | BICKNLWTER5-19 | | Bicknell Water May 2019 | 25.60 | | | |
| 10-034-9-2785-2600-410 | | | UTILITIES-DO | 25.60 | C | Computer | |
| 00042484 | BICKNLWTER5-19 | | Bicknell Water May 2019 | 46.78 | | | |
| 10-704-9-2785-2600-410 | | | UTILITIES-WHS | 46.78 | C | Computer | |
| Total Check: | | | | 210.87 | | | |
| 0100010877 | 06/04/19 | 98140 | BLACKBURN'S AUTO BODY | | | | |
| 00042485 | 16253 | | Propane | 336.99 | | | |
| 10-704-9-2785-2600-623 | | | PROPANE - WHS | 336.99 | C | Computer | |
| 00042486 | 205696 | | Fuel bus 3 driver forgot gascard | 285.93 | | | |
| 10-555-9-5315-2700-626 | | | MOTOR FUEL-SCHOOL BUSES | 285.93 | C | Computer | |
| 00042487 | TANK RENT 2019 | | TANK RENT LOA KITCHEN | 1.06 | | | |
| 51-112-9-8001-3100-890 | | | MISCELLANEOUS - FOOD SERVICE-LES | 1.06 | C | Computer | |
| Total Check: | | | | 623.98 | | | |
| 0100010878 | 06/04/19 | 107708 | BRIAN FARM SERVICE CENTER | | | | |
| 00042497 | A48287 | 19000234 | | 9.49 | | | |
| 10-555-9-5315-2700-681 | | | OIL & GREASE - TRANSPORTATION | 9.49 | C | Computer | |
| 00042496 | B115393 | 19000234 | | 18.98 | | | |
| 10-555-9-5315-2700-681 | | | OIL & GREASE - TRANSPORTATION | 18.98 | C | Computer | |
| 00042495 | B115263 | 19000014 | | 37.93 | | | |
| 10-112-9-2785-2630-680 | | | GROUNDS MAINT AND SUPPLIES-LES | 37.93 | C | Computer | |
| 00042494 | B115779 | 19000016 | | 166.57 | | | |
| 10-704-9-2785-2630-680 | | | GROUNDS MAINT AND SUPPLIES-WHS | 166.57 | C | Computer | |
| 00042493 | B115955 | 19000012 | | 129.99 | | | |
| 10-034-9-2785-2630-680 | | | GROUNDS MAINT AND SUPPLIES-DO | 129.99 | C | Computer | |
| 00042492 | B116270 | 19001119 | | 306.16 | | | |

| Check Key | Date Paid | Vendor No / Vendor Name | | | | |
|--------------------------|-----------------|-------------------------|--|-----------------|--------|--------------------|
| Claim No | Invoice No | PO No | Description | Amount Paid | | |
| Account No / Description | | | | Acct Amt. | Status | Status Description |
| Bank No 01 | | | | | | |
| 0100010878 | 06/04/19 | 107708 | BRIAN FARM SERVICE CENTER | | | |
| 00042492 | B116270 | 19001119 | | 306.16 | | |
| 10-034-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-DO | 306.16 | C | Computer |
| 00042491 | A49587 | 19001119 | | 16.97 | | |
| 10-034-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-DO | 16.97 | C | Computer |
| 00042490 | A49524 | 19001120 | | 809.96 | | |
| 10-034-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-DO | 809.96 | C | Computer |
| 00042489 | A49661 | 19000015 | | 62.73 | | |
| 10-302-9-2785-2630-680 | | | GROUNDS MAINT AND SUPPLIES-WMS | 62.73 | C | Computer |
| 00042488 | A49662 | 19000015 | | 16.35 | | |
| 10-302-9-2785-2630-680 | | | GROUNDS MAINT AND SUPPLIES-WMS | 16.35 | C | Computer |
| | | | Total Check: | 1,575.13 | | |
| 0100010879 | 06/04/19 | 115500 | BULL MOUNTAIN MARKET | | | |
| 00042498 | 30174 | 19001008 | | 238.53 | | |
| 51-108-9-8001-3100-630 | | | FOOD PURCHASES - HES | 238.53 | C | Computer |
| | | | Total Check: | 238.53 | | |
| 0100010880 | 06/04/19 | 4472 | Brechts Database Solutions Inc. | | | |
| 00042499 | 5220 | 19000989 | Embrace IEP Program | 1,850.00 | | |
| 10-034-9-1205-2200-670 | | | SOFTWARE - SPECIAL ED-DO | 1,850.00 | C | Computer |
| | | | Total Check: | 1,850.00 | | |
| 0100010881 | 06/04/19 | 8540 | Brynnli Nelson | | | |
| 00042500 | 06042019_95 | 19001176 | | 775.00 | | |
| 21-704-9-0500-1000-890 | | | WHS Scholarships | 775.00 | C | Computer |
| | | | Total Check: | 775.00 | | |
| 0100010882 | 06/04/19 | 126602 | CANYON FUEL COMPANY LLC | | | |
| 00042501 | 90178599 | 19001151 | | 442.45 | | |
| 10-112-9-2785-2600-625 | | | COAL HEAT - LES | 442.45 | C | Computer |
| 00042501 | 90178599 | 19001151 | | 442.45 | | |
| 10-302-9-2785-2600-625 | | | COAL HEAT - WMS | 442.45 | C | Computer |
| | | | Total Check: | 884.90 | | |
| 0100010883 | 06/04/19 | 134372 | CENTRAL ELECTRIC SUPPLY | | | |
| 00042502 | 226029 | 19001121 | | 621.10 | | |
| 10-034-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-DO | 621.10 | C | Computer |
| | | | Total Check: | 621.10 | | |
| 0100010884 | 06/04/19 | 163371 | CENTRAL UTAH EDUCATIONAL SERVI | | | |
| 00042511 | I3853 | | UEPC Online Stakeholder Survey | 697.39 | | |
| 10-034-9-0005-2320-310 | | | PROF.SERVICES - EXECUTIVE ADMIN | 697.39 | C | Computer |
| 00042509 | I3860 | | YooTheme18.00 JCEEditorpro1.00 | 19.00 | | |
| 10-034-9-0005-2320-310 | | | PROF.SERVICES - EXECUTIVE ADMIN | 19.00 | C | Computer |
| 00042510 | SRO2886 | 19001159 | | 6.42 | | |
| 21-112-9-0050-1000-650 | | | TECH SUPPLIES - IPAD ACCOUNT-LES | 6.42 | C | Computer |
| 00042510 | SRO2886 | 19001159 | | 16.67 | | |
| 21-704-9-0050-1000-650 | | | TECH SUPPLIES - IPAD ACCOUNT-WHS | 16.67 | C | Computer |
| 00042503 | SRO2911 | 19001159 | | 8.34 | | |
| 21-112-9-0050-1000-650 | | | TECH SUPPLIES - IPAD ACCOUNT-LES | 8.34 | C | Computer |
| 00042508 | SRO2911 | 19001159 | | 21.66 | | |

Wayne School District
 A/P Detail Check Register

| Check Key | Date Paid | Vendor No / Vendor Name | Amount Paid | Status | Status Description |
|--------------------------|-----------------|----------------------------------|---------------------------------------|-----------------|--------------------|
| Claim No | Invoice No | PO No | Description | Acct Amt. | |
| Account No / Description | | | | | |
| Bank No 01 | | | | | |
| 0100010884 | 06/04/19 | 163371 | CENTRAL UTAH EDUCATIONAL SERVI | | |
| 00042508 | SRO2911 | 19001159 | | 21.66 | |
| 21-704-9-0050-1000-650 | | TECH SUPPLIES - IPAD ACCOUNT-WHS | | 21.66 | C Computer |
| 00042504 | SRO2962 | 19001159 | | 8.33 | |
| 21-112-9-0050-1000-650 | | TECH SUPPLIES - IPAD ACCOUNT-LES | | 8.33 | C Computer |
| 00042504 | SRO2962 | 19001159 | | 21.67 | |
| 21-704-9-0050-1000-650 | | TECH SUPPLIES - IPAD ACCOUNT-WHS | | 21.67 | C Computer |
| 00042505 | SRO2898 | 19001063 | | 15.00 | |
| 21-302-9-0050-1000-650 | | TECH SUPPLIES - IPAD ACCOUNT-WMS | | 15.00 | C Computer |
| 00042505 | SRO2898 | 19001063 | | 15.00 | |
| 21-704-9-0050-1000-650 | | TECH SUPPLIES - IPAD ACCOUNT-WHS | | 15.00 | C Computer |
| 00042506 | SRO2894 | 19001063 | | 15.00 | |
| 21-302-9-0050-1000-650 | | TECH SUPPLIES - IPAD ACCOUNT-WMS | | 15.00 | C Computer |
| 00042506 | SRO2894 | 19001063 | | 15.00 | |
| 21-704-9-0050-1000-650 | | TECH SUPPLIES - IPAD ACCOUNT-WHS | | 15.00 | C Computer |
| 00042507 | I3832 | 19001068 | | 170.00 | |
| 10-034-9-0005-2230-580 | | TRAVEL - TECHNOLOGY-DO | | 170.00 | C Computer |
| 00042507 | I3832 | 19001068 | | 170.00 | |
| 10-034-9-0005-2320-580 | | TRAVEL - SUPERINTENDENT | | 170.00 | C Computer |
| 00042507 | I3832 | 19001068 | | 170.00 | |
| 10-034-9-0005-2500-580 | | TRAVEL - BUSINESS ADMIN | | 170.00 | C Computer |
| 00042507 | I3832 | 19001068 | | 170.00 | |
| 10-108-9-0050-2400-580 | | TRAVEL - PRINCIPAL-HES | | 170.00 | C Computer |
| 00042507 | I3832 | 19001068 | | 170.00 | |
| 10-112-9-0050-2400-580 | | TRAVEL - PRINCIPAL-LES | | 170.00 | C Computer |
| 00042507 | I3832 | 19001068 | | 170.00 | |
| 10-302-9-0050-2400-580 | | TRAVEL - PRINCIPAL-WMS | | 170.00 | C Computer |
| 00042507 | I3832 | 19001068 | | 170.00 | |
| 10-704-9-0050-2400-580 | | TRAVEL - PRINCIPAL-WHS | | 170.00 | C Computer |
| | | | Total Check: | 2,049.48 | |
| 0100010885 | 06/04/19 | 2020 | Clarks Home Fire Safety | | |
| 00042512 | 3031 | 19001181 | | 550.00 | |
| 10-112-9-2785-2620-680 | | BUILDING MAINT AND SUPPLIES-LES | | 550.00 | C Computer |
| | | | Total Check: | 550.00 | |
| 0100010886 | 06/04/19 | 8478 | Dawson Rees | | |
| 00042513 | 06042019_87 | 19001168 | | 1,015.00 | |
| 21-704-9-0500-1000-890 | | WHS Scholarships | | 1,015.00 | C Computer |
| | | | Total Check: | 1,015.00 | |
| 0100010887 | 06/04/19 | 798480 | FELICIA SNOW | | |
| 00042514 | MileReimb2018-1 | 19001186 | Mileage Reimb | 730.32 | |
| 10-555-9-5315-2700-515 | | IN LIEU OF TRANSPORTATION | | 730.32 | C Computer |
| | | | Total Check: | 730.32 | |
| 0100010888 | 06/04/19 | 303548 | GARKANE ENERGY | | |
| 00042515 | May 2019 Bill | | D.O Office Bldg. | 62.86 | |
| 10-034-9-2785-2600-622 | | ELECTRICITY-DO | | 62.86 | C Computer |

| Check Key | Date Paid | Vendor No / Vendor Name | Amount Paid | Status | Status Description |
|--------------------------|-----------------|-------------------------|--|-----------------|--------------------|
| Claim No | Invoice No | PO No | Description | Acct Amt. | |
| Account No / Description | | | | | |
| Bank No 01 | | | | | |
| 0100010888 | 06/04/19 | 303548 | GARKANE ENERGY | | |
| 00042515 | May 2019 Bill | | Hanksville Elem. | 462.42 | |
| 10-108-9-2785-2600-622 | | | ELECTRICITY-HES | 462.42 | C Computer |
| 00042515 | May 2019 Bill | | Loa Elementary | 1,703.92 | |
| 10-112-9-2785-2600-622 | | | ELECTRICITY-LES | 1,703.92 | C Computer |
| 00042515 | May 2019 Bill | | Wayne High School | 2,199.89 | |
| 10-704-9-2785-2600-622 | | | ELECTRICITY-WHS | 2,199.89 | C Computer |
| 00042515 | May 2019 Bill | | Rental House | 68.67 | |
| 10-034-9-2785-2600-622 | | | ELECTRICITY-DO | 68.67 | C Computer |
| 00042515 | May 2019 Bill | | Hanksville Water Pump | 35.00 | |
| 10-108-9-2785-2600-622 | | | ELECTRICITY-HES | 35.00 | C Computer |
| 00042515 | May 2019 Bill | | W.H.S. Shop | 376.52 | |
| 10-704-9-2785-2600-622 | | | ELECTRICITY-WHS | 376.52 | C Computer |
| 00042515 | May 2019 Bill | | Old Thurber | 175.12 | |
| 10-034-9-2785-2600-622 | | | ELECTRICITY-DO | 175.12 | C Computer |
| 00042515 | May 2019 Bill | | Middle School Gym | 1,026.07 | |
| 10-302-9-2785-2600-622 | | | ELECTRICITY-WMS | 1,026.07 | C Computer |
| | | | Total Check: | 6,110.47 | |
| 0100010889 | 06/04/19 | 8532 | Garrett Chappell | | |
| 00042516 | 06042019_94 | 19001175 | | 805.00 | |
| 21-704-9-0500-1000-890 | | | WHS Scholarships | 805.00 | C Computer |
| | | | Total Check: | 805.00 | |
| 0100010890 | 06/04/19 | 6238 | Gentry Taylor | | |
| 00042517 | 06042019_85 | 19001166 | | 1,075.00 | |
| 21-704-9-0500-1000-890 | | | WHS Scholarships | 1,075.00 | C Computer |
| | | | Total Check: | 1,075.00 | |
| 0100010891 | 06/04/19 | 8290 | Golden Link Const, Inc. (Outsiders) | | |
| 00042518 | 10652 | 19001081 | Roof Repair at Wayne High School | 2,602.88 | |
| 32-034-9-9999-4000-450 | | | Site improvement - Construction Services | 2,602.88 | C Computer |
| 00042518 | 10652 | 19001081 | Roof Repair at Wayne High School | -2,602.88 | |
| 32-034-9-9999-4000-450 | | | Site improvement - Construction Services | -2,602.88 | C Computer |
| 00042518 | 10652 | 19001081 | Roof Repair at Wayne High School | 2,602.88 | |
| 10-704-9-2785-2600-490 | | | PROPERTY SERVICES - MAINTENANCE-WHS | 2,602.88 | C Computer |
| | | | Total Check: | 2,602.88 | |
| 0100010892 | 06/04/19 | 8257 | H&E Equipment Services, INC. | | |
| 00042519 | 94492272 | 19000987 | | 8,715.00 | |
| 10-034-9-2785-2600-730 | | | EQUIPMENT - MAINTENANCE-DO | 8,715.00 | C Computer |
| | | | Total Check: | 8,715.00 | |
| 0100010893 | 06/04/19 | 8419 | Hannah Morrill | | |
| 00042520 | 06042019_80 | 19001161 | | 1,225.00 | |
| 21-704-9-0500-1000-890 | | | WHS Scholarships | 1,225.00 | C Computer |
| 00042520 | 06042019_80 | 19001161 | | 500.00 | |
| 21-704-9-0504-1000-890 | | | WHS Scholarship - T.D.Williams | 500.00 | C Computer |
| | | | Total Check: | 1,725.00 | |
| 0100010894 | 06/04/19 | 455050 | JACKSON EXCAVATION INC | | |
| 00042521 | 9053 | 19001149 | Gravel to WMS | 238.00 | |

Wayne School District
 A/P Detail Check Register

| Check Key | Date Paid | Vendor No / Vendor Name | | Amount Paid | | | |
|--------------------------|-----------------|-------------------------|----------------------------------|---------------------|-----------------|----------|-------------|
| Claim No | Invoice No | PO No | Description | | | | |
| Account No / Description | | | | Acct Amt. | Status | Status | Description |
| Bank No 01 | | | | | | | |
| 0100010894 | 06/04/19 | 455050 | JACKSON EXCAVATION INC | | | | |
| 00042521 | 9053 | 19001149 | Gravel to WMS | 238.00 | | | |
| 10-302-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-WMS | 238.00 | C | Computer | |
| | | | | Total Check: | 238.00 | | |
| 0100010895 | 06/04/19 | 8486 | Jenna Brian | | | | |
| 00042522 | 06042019_88 | 19001169 | | 985.00 | | | |
| 21-704-9-0500-1000-890 | | | WHS Scholarships | 985.00 | C | Computer | |
| | | | | Total Check: | 985.00 | | |
| 0100010896 | 06/04/19 | 7412 | Just Fundraising | | | | |
| 00042523 | CheerFndRsr2019 | 19001183 | CookieDoughFundraiserCheerLdrs | 1,310.40 | | | |
| 21-704-9-0261-1000-890 | | | WHS Cheerleaders | 1,310.40 | C | Computer | |
| | | | | Total Check: | 1,310.40 | | |
| 0100010897 | 06/04/19 | 511525 | K & K CRANE TRANSPORT | | | | |
| 00042524 | 14.81Ton5-13-19 | 19001152 | 14.81Ton From SUFFCO 5-13-19 | 192.53 | | | |
| 10-112-9-2785-2600-625 | | | COAL HEAT - LES | 192.53 | C | Computer | |
| 00042524 | 14.81Ton5-13-19 | 19001152 | | 192.53 | | | |
| 10-302-9-2785-2600-625 | | | COAL HEAT - WMS | 192.53 | C | Computer | |
| | | | | Total Check: | 385.06 | | |
| 0100010898 | 06/04/19 | 527582 | LINDA'S COUNTRY DECOR | | | | |
| 00042525 | 2130 | 19001006 | Plant for Jared Hallows | 45.00 | | | |
| 10-034-9-0005-2590-890 | | | MISCELLANEOUS - SUPPORT SERVICES | 45.00 | C | Computer | |
| 00042527 | 2130 | 19001036 | plant for Principals Day | 170.00 | | | |
| 10-034-9-0005-2310-890 | | | MISCELLANEOUS - BOARD | 170.00 | C | Computer | |
| 00042526 | 2130 | 19000985 | Plant for Diena R. & Colene G. | 150.00 | | | |
| 10-034-9-0005-2310-890 | | | MISCELLANEOUS - BOARD | 150.00 | C | Computer | |
| | | | | Total Check: | 365.00 | | |
| 0100010899 | 06/04/19 | 529782 | LOA BUILDERS SUPPLY | | | | |
| 00042534 | 290852 | 19000847 | | 32.49 | | | |
| 21-704-9-6600-1000-612 | | | WHS TRADE | 32.49 | C | Computer | |
| 00042537 | 292725 | 19000002 | | 166.24 | | | |
| 10-034-9-2785-2630-680 | | | GROUNDS MAINT AND SUPPLIES-DO | 166.24 | C | Computer | |
| 00042529 | 294533 | 19000002 | | 260.95 | | | |
| 10-034-9-2785-2630-680 | | | GROUNDS MAINT AND SUPPLIES-DO | 260.95 | C | Computer | |
| 00042530 | 295214 | 19000002 | | 32.96 | | | |
| 10-034-9-2785-2630-680 | | | GROUNDS MAINT AND SUPPLIES-DO | 32.96 | C | Computer | |
| 00042531 | 295168 | 19000042 | | 55.51 | | | |
| 10-034-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-DO | 55.51 | C | Computer | |
| 00042532 | 295853 | 19000006 | | 26.94 | | | |
| 10-704-9-2785-2630-680 | | | GROUNDS MAINT AND SUPPLIES-WHS | 26.94 | C | Computer | |
| 00042533 | 296056 | 19000045 | | 49.23 | | | |
| 10-302-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-WMS | 49.23 | C | Computer | |
| 00042528 | 296633 | 19001123 | | 82.68 | | | |
| 10-034-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-DO | 82.68 | C | Computer | |
| 00042536 | 297847 | 19001123 | | 700.44 | | | |
| 10-034-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-DO | 700.44 | C | Computer | |
| 00042535 | 298681 | 19000005 | | 74.52 | | | |

Wayne School District
 A/P Detail Check Register

| Check Key | Date Paid | Vendor No / Vendor Name | | Amount Paid | | | |
|--------------------------|-----------------|-------------------------|--|---------------------|--------|--------|-----------------|
| Claim No | Invoice No | PO No | Description | | | | |
| Account No / Description | | | | Acct Amt. | Status | Status | Description |
| Bank No 01 | | | | | | | |
| 0100010899 | 06/04/19 | 529782 | LOA BUILDERS SUPPLY | | | | |
| 00042535 | 298681 | 19000005 | | 74.52 | | | |
| 10-302-9-2785-2630-680 | | | GROUNDS MAINT AND SUPPLIES-WMS | 74.52 | C | | Computer |
| | | | | Total Check: | | | 1,481.96 |
| 0100010900 | 06/04/19 | 7080 | Les Olson Company | | | | |
| 00042538 | EA857488 | 19000313 | 3,748 Color Copies | 831.21 | | | |
| 10-112-9-0050-1000-550 | | | PRINTING - INSTRUCTION-LES | 831.21 | C | | Computer |
| 00042539 | EA857488 | 19000312 | 5,915 Color Copies | 375.99 | | | |
| 10-034-9-0005-2590-550 | | | PRINTING - DO | 375.99 | C | | Computer |
| | | | | Total Check: | | | 1,207.20 |
| 0100010901 | 06/04/19 | 5894 | Lifetouch NSS Accts Receivable | | | | |
| 00042540 | 32193001 | 19001147 | | 883.20 | | | |
| 21-302-9-2001-1000-890 | | | WMS General Fund | 883.20 | C | | Computer |
| | | | | Total Check: | | | 883.20 |
| 0100010902 | 06/04/19 | 8400 | Lora Wilcox | | | | |
| 00042541 | 06042019_79 | 19001156 | Lunch \$ Reimbursement | 19.20 | | | |
| 51-112-9-8001-3100-890 | | | MISCELLANEOUS - FOOD SERVICE-LES | 19.20 | C | | Computer |
| | | | | Total Check: | | | 19.20 |
| 0100010903 | 06/04/19 | 561574 | M & D AUTO PARTS & REPAIR | | | | |
| 00042544 | 39519 | 19000846 | | 10.49 | | | |
| 21-704-9-6600-1000-612 | | | WHS TRADE | 10.49 | C | | Computer |
| 00042543 | 39531 | 19000846 | | 61.55 | | | |
| 21-704-9-6600-1000-612 | | | WHS TRADE | 61.55 | C | | Computer |
| 00042542 | 39580 | 19000846 | | 29.99 | | | |
| 21-704-9-6600-1000-612 | | | WHS TRADE | 29.99 | C | | Computer |
| 00042547 | 39704 | 19000846 | | 53.23 | | | |
| 21-704-9-6600-1000-612 | | | WHS TRADE | 53.23 | C | | Computer |
| 00042548 | 39769 | 19000846 | | 50.06 | | | |
| 21-704-9-6600-1000-612 | | | WHS TRADE | 50.06 | C | | Computer |
| 00042549 | 40197 | 19000026 | | 74.99 | | | |
| 10-034-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-DO | 74.99 | C | | Computer |
| 00042546 | 39449 | 19000024 | | 23.99 | | | |
| 10-034-9-2785-2650-680 | | | FLEET VEHICLE MAINT AND SUPPLIES | 23.99 | C | | Computer |
| 00042545 | 39489 | 19000056 | | 2.49 | | | |
| 10-034-9-2785-2630-680 | | | GROUNDS MAINT AND SUPPLIES-DO | 2.49 | C | | Computer |
| | | | | Total Check: | | | 306.79 |
| 0100010904 | 06/04/19 | 585866 | MOUNTAIN STATE SCHOOLBOOK | | | | |
| 00042552 | 514-211-064 | 19001096 | | 2,634.91 | | | |
| 10-112-9-0050-1000-641 | | | BOOKS AND PERIODICALS - LES | 2,634.91 | C | | Computer |
| 00042552 | 514-211-064 | 19001096 | | 2,951.69 | | | |
| 10-112-9-5420-1000-641 | | | BOOKS - LAND TRUST-LES | 2,951.69 | C | | Computer |
| 00042551 | 514-211-065 | 19001096 | | 5,330.64 | | | |
| 10-112-9-0050-1000-641 | | | BOOKS AND PERIODICALS - LES | 5,330.64 | C | | Computer |
| 00042551 | 514-211-065 | 19001096 | | 5,971.51 | | | |
| 10-112-9-5420-1000-641 | | | BOOKS - LAND TRUST-LES | 5,971.51 | C | | Computer |
| 00042550 | 514-211-066 | 19001096 | | 5,825.41 | | | |

| Check Key | Date Paid | Vendor No / Vendor Name | Amount Paid | Status | Status Description |
|--------------------------|-----------------|---|------------------|--------|--------------------|
| Claim No | Invoice No | PO No Description | Acct Amt. | | |
| Account No / Description | | | | | |
| Bank No 01 | | | | | |
| 0100010904 | 06/04/19 | 585866 MOUNTAIN STATE SCHOOLBOOK | | | |
| 00042550 | 514-211-066 | 19001096 | 5,825.41 | | |
| 10-112-9-0050-1000-641 | | BOOKS AND PERIODICALS - LES | 5,825.41 | C | Computer |
| 00042553 | 514-211-066 | 19001096 | 6,525.77 | | |
| 10-112-9-5420-1000-641 | | BOOKS - LAND TRUST-LES | 6,525.77 | C | Computer |
| 00042556 | 514-211-067 | 19001096 | 1,469.24 | | |
| 10-112-9-0050-1000-641 | | BOOKS AND PERIODICALS - LES | 1,469.24 | C | Computer |
| 00042556 | 514-211-067 | 19001096 | 1,645.89 | | |
| 10-112-9-5420-1000-641 | | BOOKS - LAND TRUST-LES | 1,645.89 | C | Computer |
| 00042557 | 514-211-069 | 19001096 | 3,586.03 | | |
| 10-112-9-0050-1000-641 | | BOOKS AND PERIODICALS - LES | 3,586.03 | C | Computer |
| 00042557 | 514-211-069 | 19001096 | 4,017.16 | | |
| 10-112-9-5420-1000-641 | | BOOKS - LAND TRUST-LES | 4,017.16 | C | Computer |
| 00042558 | 514-211-070 | 19001096 | 3,639.54 | | |
| 10-112-9-0050-1000-641 | | BOOKS AND PERIODICALS - LES | 3,639.54 | C | Computer |
| 00042558 | 514-211-070 | 19001096 | 4,077.11 | | |
| 10-112-9-5420-1000-641 | | BOOKS - LAND TRUST-LES | 4,077.11 | C | Computer |
| 00042555 | 514-211-071 | 19001096 | 6,058.93 | | |
| 10-112-9-0050-1000-641 | | BOOKS AND PERIODICALS - LES | 6,058.93 | C | Computer |
| 00042555 | 514-211-071 | 19001096 | 6,787.37 | | |
| 10-112-9-5420-1000-641 | | BOOKS - LAND TRUST-LES | 6,787.37 | C | Computer |
| 00042554 | 514-211-063 | 19001093 | 5,699.47 | | |
| 10-112-9-0050-1000-641 | | BOOKS AND PERIODICALS - LES | 5,699.47 | C | Computer |
| Total Check: | | | 66,220.67 | | |
| 0100010905 | 06/04/19 | 6246 Makayla Bradbury | | | |
| 00042559 | 06042019_89 | 19001170 | 955.00 | | |
| 21-704-9-0500-1000-890 | | WHS Scholarships | 955.00 | C | Computer |
| 00042559 | 06042019_89 | 19001170 | 500.00 | | |
| 21-704-9-0504-1000-890 | | WHS Scholarship - T.D.Williams | 500.00 | C | Computer |
| Total Check: | | | 1,455.00 | | |
| 0100010906 | 06/04/19 | 8443 Maloree Mitchell | | | |
| 00042560 | 06042019_84 | 19001165 | 1,105.00 | | |
| 21-704-9-0500-1000-890 | | WHS Scholarships | 1,105.00 | C | Computer |
| Total Check: | | | 1,105.00 | | |
| 0100010907 | 06/04/19 | 8451 McKenzy Jeffery | | | |
| 00042561 | 06042019_86 | 19001167 | 1,045.00 | | |
| 21-704-9-0500-1000-890 | | WHS Scholarships | 1,045.00 | C | Computer |
| Total Check: | | | 1,045.00 | | |
| 0100010908 | 06/04/19 | 622200 OFFICE DEPOT | | | |
| 00042562 | 319677129001 | 19001126 | 13.61 | | |
| 10-034-9-0005-2500-610 | | SUPPLIES - DO STAFF | 13.61 | C | Computer |
| 00042562 | 319677129001 | 19001126 | 1.73 | | |
| 10-034-9-2785-2620-680 | | BUILDING MAINT AND SUPPLIES-DO | 1.73 | C | Computer |
| 00042562 | 319677129001 | 19001126 | 1.76 | | |
| 10-108-9-2785-2620-680 | | BUILDING MAINT AND SUPPLIES-HES | 1.76 | C | Computer |

| Check Key | Date Paid | Vendor No / Vendor Name | | | | |
|--------------------------|-----------------|-------------------------|--|------------------|--------|--------------------|
| Claim No | Invoice No | PO No | Description | Amount Paid | | |
| Account No / Description | | | | Acct Amt. | Status | Status Description |
| Bank No 01 | | | | | | |
| 0100010908 | 06/04/19 | 622200 | OFFICE DEPOT | | | |
| 00042562 | 319677129001 | 19001126 | | 5.19 | | |
| 10-112-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-LES | 5.19 | C | Computer |
| 00042562 | 319677129001 | 19001126 | | 5.19 | | |
| 10-302-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-WMS | 5.19 | C | Computer |
| 00042562 | 319677129001 | 19001126 | | 5.18 | | |
| 10-704-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-WHS | 5.18 | C | Computer |
| | | | Total Check: | 32.66 | | |
| 0100010909 | 06/04/19 | 719000 | Professional Systems Technology Inc. | | | |
| 00042563 | 21081 | 19001180 | | 369.20 | | |
| 10-112-9-0050-1000-730 | | | EQUIPMENT - INSTRUCTION-LES | 369.20 | C | Computer |
| 00042563 | 21081 | 19001180 | | 369.21 | | |
| 10-302-9-0050-1000-730 | | | EQUIPMENT - INSTRUCTION-WMS | 369.21 | C | Computer |
| 00042563 | 21081 | 19001180 | | 369.21 | | |
| 10-704-9-0050-1000-730 | | | EQUIPMENT - INSTRUCTION-WHS | 369.21 | C | Computer |
| | | | Total Check: | 1,107.62 | | |
| 0100010910 | 06/04/19 | 781514 | SEVIER SCHOOL DISTRICT | | | |
| 00042564 | 532 | 19001145 | | 25,000.00 | | |
| 10-034-9-6913-2400-310 | | | ADMIN.SERVICES - CTE-DO | 25,000.00 | C | Computer |
| | | | Total Check: | 25,000.00 | | |
| 0100010911 | 06/04/19 | 802090 | SNAPSHOT MULTIMEDIA | | | |
| 00042566 | 16220 | 19001065 | | 50.00 | | |
| 10-034-9-0005-2320-540 | | | ADVERTISING - PUBLIC NOTICES | 50.00 | C | Computer |
| 00042565 | 16245 | 19001065 | | 546.00 | | |
| 10-034-9-0005-2320-540 | | | ADVERTISING - PUBLIC NOTICES | 546.00 | C | Computer |
| | | | Total Check: | 596.00 | | |
| 0100010912 | 06/04/19 | 804660 | SOUTH CENTRAL COMMUNICATI | | | |
| 00042567 | May 2019 | | District Office | 239.73 | | |
| 10-034-9-2785-2600-530 | | | TELEPHONE - DO | 239.73 | C | Computer |
| 00042567 | May 2019 | | Loa Elem. | 179.79 | | |
| 10-112-9-2785-2600-530 | | | TELEPHONE - LES | 179.79 | C | Computer |
| 00042567 | May 2019 | | Middle School | 239.73 | | |
| 10-302-9-2785-2600-530 | | | TELEPHONE - WMS | 239.73 | C | Computer |
| 00042567 | May 2019 | | Wayne High School | 239.73 | | |
| 10-704-9-2785-2600-530 | | | TELEPHONE - WHS | 239.73 | C | Computer |
| | | | Total Check: | 898.98 | | |
| 0100010913 | 06/04/19 | 8427 | Sierra Wilson | | | |
| 00042568 | 06042019_82 | 19001163 | | 1,165.00 | | |
| 21-704-9-0500-1000-890 | | | WHS Scholarships | 1,165.00 | C | Computer |
| | | | Total Check: | 1,165.00 | | |
| 0100010914 | 06/04/19 | 6955 | Special Education Consulting Services | | | |
| 00042569 | 1626 | 19001185 | | 2,736.00 | | |
| 10-034-9-1205-2400-340 | | | PROFESSIONAL SERVICES - ADMIN CONSULTING | 2,736.00 | C | Computer |
| | | | Total Check: | 2,736.00 | | |
| 0100010915 | 06/04/19 | 3395 | Sports Line Software, LLC | | | |
| 00042570 | WayneHS2019 | 19001138 | Coach Registration | 15.00 | | |

Wayne School District
 A/P Detail Check Register

| Check Key | Date Paid | Vendor No / Vendor Name | | | | |
|--------------------------|------------------------|--|---------------------------------------|-----------------|--------|--------------------|
| Claim No | Invoice No | PO No | Description | Amount Paid | | |
| Account No / Description | | | | Acct Amt. | Status | Status Description |
| Bank No 01 | | | | | | |
| 0100010915 | 06/04/19 | 3395 | Sports Line Software, LLC | | | |
| 00042570 | WayneHS2019 | 19001138 | Coach Registration | 15.00 | | |
| | 21-704-9-0232-1000-890 | WHS Baseball | | 15.00 | C | Computer |
| 00042570 | WayneHS2019 | 19001138 | | 15.00 | | |
| | 21-704-9-0234-1000-890 | WHS Boys Basketball | | 15.00 | C | Computer |
| 00042570 | WayneHS2019 | 19001138 | | 15.00 | | |
| | 21-704-9-0243-1000-890 | WHS Cross Country | | 15.00 | C | Computer |
| | | | Total Check: | 45.00 | | |
| 0100010916 | 06/04/19 | 8516 | Tanner Faddis | | | |
| 00042571 | 06042019_92 | 19001173 | | 865.00 | | |
| | 21-704-9-0500-1000-890 | WHS Scholarships | | 865.00 | C | Computer |
| | | | Total Check: | 865.00 | | |
| 0100010917 | 06/04/19 | 8508 | Thomas Rees | | | |
| 00042572 | 06042019_91 | 19001172 | | 895.00 | | |
| | 21-704-9-0500-1000-890 | WHS Scholarships | | 895.00 | C | Computer |
| | | | Total Check: | 895.00 | | |
| 0100010918 | 06/04/19 | 7781 | Traven Peterson | | | |
| 00042573 | 06042019_81 | 19001162 | | 1,195.00 | | |
| | 21-704-9-0500-1000-890 | WHS Scholarships | | 1,195.00 | C | Computer |
| | | | Total Check: | 1,195.00 | | |
| 0100010919 | 06/04/19 | 891106 | UASBO/CO BURKE JOLLEY | | | |
| 00042574 | SummrConf2019 | 19001187 | UASBO SummerConf. Registration Heathe | 50.00 | | |
| | 10-034-9-0005-2500-580 | TRAVEL - BUSINESS ADMIN | | 50.00 | C | Computer |
| | | | Total Check: | 50.00 | | |
| 0100010920 | 06/04/19 | 8435 | Vanessa Barlow | | | |
| 00042575 | 06042019_83 | 19001164 | | 1,135.00 | | |
| | 21-704-9-0500-1000-890 | WHS Scholarships | | 1,135.00 | C | Computer |
| 00042575 | 06042019_83 | 19001164 | | 1,000.00 | | |
| | 21-704-9-0503-1000-890 | WHS Scholarship - Brad Brian | | 1,000.00 | C | Computer |
| | | | Total Check: | 2,135.00 | | |
| 0100010921 | 06/04/19 | 926255 | WAYNE COMM HEALTH CENTER | | | |
| 00042576 | 70499 | 19001146 | | 60.00 | | |
| | 10-704-9-1205-1000-340 | PROFESSIONAL SERVICES - SPECIAL ED-WHS | | 60.00 | C | Computer |
| | | | Total Check: | 60.00 | | |
| 0100010922 | 06/04/19 | 8524 | Wyatt Van Orden | | | |
| 00042577 | 06042019_93 | 19001174 | | 835.00 | | |
| | 21-704-9-0500-1000-890 | WHS Scholarships | | 835.00 | C | Computer |
| | | | Total Check: | 835.00 | | |
| 0100010923 | 06/04/19 | 36757 | AMERICAN FAMILY LIFE INS | | | |
| 00042578 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 1,634.41 | | |
| | 10-000-9-0000-9545-888 | Payroll Liabilities | | 1,634.41 | C | Computer |
| 00042578 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 6.63 | | |
| | 51-000-9-0000-9545-888 | Payroll Liabilities | | 6.63 | C | Computer |
| | | | Total Check: | 1,641.04 | | |
| 0100010924 | 06/04/19 | 4618 | AxisPlus Benefits | | | |
| 00042579 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 702.00 | | |

Wayne School District
 A/P Detail Check Register

| Check Key | Date Paid | Vendor No / Vendor Name | | | | |
|--------------------------|-----------------|-------------------------|--|------------------|--------|--------------------|
| Claim No | Invoice No | PO No | Description | Amount Paid | | |
| Account No / Description | | | | Acct Amt. | Status | Status Description |
| Bank No 01 | | | | | | |
| 0100010924 | 06/04/19 | 4618 | AxisPlus Benefits | | | |
| 00042579 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 702.00 | | |
| 10-000-9-0000-9545-888 | | | Payroll Liabilities | 702.00 | C | Computer |
| | | | Total Check: | 702.00 | | |
| 0100010925 | 06/04/19 | 423930 | INTERNAL REVENUE SERVICE | | | |
| 00042580 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 12,780.33 | | |
| 10-000-9-0000-9542-888 | | | Payroll Liabilities | 12,780.33 | C | Computer |
| 00042580 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 255.02 | | |
| 51-000-9-0000-9542-888 | | | Payroll Liabilities | 255.02 | C | Computer |
| 00042580 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 2,113.93 | | |
| 10-000-9-0000-9542-888 | | | Payroll Liabilities | 2,113.93 | C | Computer |
| 00042580 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 128.55 | | |
| 51-000-9-0000-9542-888 | | | Payroll Liabilities | 128.55 | C | Computer |
| 00042580 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 20,481.99 | | |
| 10-000-9-0000-9531-888 | | | Payroll Liabilities | 20,481.99 | C | Computer |
| 00042580 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 656.27 | | |
| 51-000-9-0000-9531-888 | | | Payroll Liabilities | 656.27 | C | Computer |
| 00042580 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 20,481.99 | | |
| 10-000-9-0000-9541-888 | | | Payroll Liabilities | 20,481.99 | C | Computer |
| 00042580 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 656.27 | | |
| 51-000-9-0000-9541-888 | | | Payroll Liabilities | 656.27 | C | Computer |
| | | | Total Check: | 57,554.35 | | |
| 0100010926 | 06/04/19 | 717658 | LEGAL SHIELD | | | |
| 00042581 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 83.47 | | |
| 10-000-9-0000-9545-888 | | | Payroll Liabilities | 83.47 | C | Computer |
| 00042581 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 15.50 | | |
| 51-000-9-0000-9545-888 | | | Payroll Liabilities | 15.50 | C | Computer |
| | | | Total Check: | 98.97 | | |
| 0100010927 | 06/04/19 | 787 | LIBERTY NATIONAL LIFE INSURANCE COMPANY | | | |
| 00042582 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 645.38 | | |
| 10-000-9-0000-9545-888 | | | Payroll Liabilities | 645.38 | C | Computer |
| 00042582 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 22.23 | | |
| 51-000-9-0000-9545-888 | | | Payroll Liabilities | 22.23 | C | Computer |
| 00042582 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 47.88 | | |
| 10-000-9-0000-9545-888 | | | Payroll Liabilities | 47.88 | C | Computer |
| | | | Total Check: | 715.49 | | |
| 0100010928 | 06/04/19 | 524900 | LIFE INS CO OF THE SOUTHWEST | | | |
| 00042583 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 1,100.00 | | |
| 10-000-9-0000-9545-888 | | | Payroll Liabilities | 1,100.00 | C | Computer |
| | | | Total Check: | 1,100.00 | | |
| 0100010929 | 06/04/19 | 341980 | THE HARTFORD | | | |
| 00042589 | 06-04-2019_2 | | May Life Insurance | 1,611.85 | | |
| 10-034-9-0050-2200-240 | | | Insurance Benefits | 1,611.85 | C | Computer |
| | | | Total Check: | 1,611.85 | | |
| 0100010930 | 06/04/19 | 891117 | UTAH SCHOOL BOARDS ASSN | | | |
| 00042584 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 819.00 | | |

Wayne School District
 A/P Detail Check Register

| Check Key | Date Paid | Vendor No / Vendor Name | | Amount Paid | Status | Status Description |
|--------------------------|------------------------|-------------------------|-----------------------------------|------------------|--------|--------------------|
| Claim No | Invoice No | PO No | Description | Acct Amt. | | |
| Account No / Description | | | | | | |
| Bank No 01 | | | | | | |
| 0100010930 | 06/04/19 | 891117 | UTAH SCHOOL BOARDS ASSN | | | |
| 00042584 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 819.00 | | |
| | 10-000-9-0000-9545-888 | | Payroll Liabilities | 819.00 | C | Computer |
| 00042584 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 382.00 | | |
| | 10-000-9-0000-9545-888 | | Payroll Liabilities | 382.00 | C | Computer |
| 00042584 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 94.67 | | |
| | 51-000-9-0000-9545-888 | | Payroll Liabilities | 94.67 | C | Computer |
| 00042584 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 68,829.75 | | |
| | 10-000-9-0000-9545-888 | | Payroll Liabilities | 68,829.75 | C | Computer |
| 00042584 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 459.58 | | |
| | 51-000-9-0000-9545-888 | | Payroll Liabilities | 459.58 | C | Computer |
| 00042590 | 06-04-2019_1 | | May insurance - HSA prepayments | -3,496.00 | | |
| | 10-000-9-0000-9545-888 | | Payroll Liabilities | -3,496.00 | C | Computer |
| 00042590 | 06-04-2019_1 | | May insurance - 9 month employees | -1,358.98 | | |
| | 10-000-9-0000-9545-888 | | Payroll Liabilities | -1,358.98 | C | Computer |
| 00042590 | 06-04-2019_1 | | May insurance - L.Brown Ins. | 1,494.00 | | |
| | 10-000-9-0000-8131-888 | | Receivables - Employee & Misc. | 1,494.00 | C | Computer |
| 00042590 | 06-04-2019_1 | | May insurance - P.Peterson Ins. | 71.00 | | |
| | 10-000-9-0000-8131-888 | | Receivables - Employee & Misc. | 71.00 | C | Computer |
| 00042590 | 06-04-2019_1 | | May insurance - rounding | -.02 | | |
| | 10-034-9-0005-2500-890 | | MISCELLANEOUS - BUSINESS ADMIN | -.02 | C | Computer |
| 00042590 | 06-04-2019_1 | | May insurance - T.Wood correction | 3,089.00 | | |
| | 10-000-9-0000-9545-888 | | Payroll Liabilities | 3,089.00 | C | Computer |
| Total Check: | | | | 70,384.00 | | |
| 0100010931 | 06/04/19 | 890950 | UTAH SCHOOL EMPLOYEES ASN | | | |
| 00042585 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 63.06 | | |
| | 10-000-9-0000-9545-888 | | Payroll Liabilities | 63.06 | C | Computer |
| 00042585 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 40.23 | | |
| | 51-000-9-0000-9545-888 | | Payroll Liabilities | 40.23 | C | Computer |
| Total Check: | | | | 103.29 | | |
| 0100010932 | 06/04/19 | 891185 | UTAH STATE TAX COMM | | | |
| 00042586 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 8,792.38 | | |
| | 10-000-9-0000-9543-888 | | Payroll Liabilities | 8,792.38 | C | Computer |
| 00042586 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 138.51 | | |
| | 51-000-9-0000-9543-888 | | Payroll Liabilities | 138.51 | C | Computer |
| 00042586 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 1,262.96 | | |
| | 10-000-9-0000-9543-888 | | Payroll Liabilities | 1,262.96 | C | Computer |
| 00042586 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 57.44 | | |
| | 51-000-9-0000-9543-888 | | Payroll Liabilities | 57.44 | C | Computer |
| Total Check: | | | | 10,251.29 | | |
| 0100010933 | 06/04/19 | 891109 | Utah Retirement Systems | | | |
| 00042587 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 7,160.00 | | |
| | 10-000-9-0000-9532-888 | | Payroll Liabilities | 7,160.00 | C | Computer |
| 00042587 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 3,855.19 | | |
| | 10-000-9-0000-9532-888 | | Payroll Liabilities | 3,855.19 | C | Computer |

| Check Key | Date Paid | Vendor No / Vendor Name | | | | |
|--------------------------|-----------------|-------------------------|---|------------------|--------|--------------------|
| Claim No | Invoice No | PO No | Description | Amount Paid | | |
| Account No / Description | | | | Acct Amt. | Status | Status Description |
| Bank No 01 | | | | | | |
| 0100010933 | 06/04/19 | 891109 | Utah Retirement Systems | | | |
| 00042587 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 10.49 | | |
| 51-000-9-0000-9532-888 | | | Payroll Liabilities | 10.49 | C | Computer |
| 00042587 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 1,393.47 | | |
| 10-000-9-0000-9545-888 | | | Payroll Liabilities | 1,393.47 | C | Computer |
| 00042587 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 1,725.01 | | |
| 10-000-9-0000-9545-888 | | | Payroll Liabilities | 1,725.01 | C | Computer |
| 00042587 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 47.21 | | |
| 51-000-9-0000-9545-888 | | | Payroll Liabilities | 47.21 | C | Computer |
| 00042587 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 42,079.49 | | |
| 10-000-9-0000-9533-888 | | | Payroll Liabilities | 42,079.49 | C | Computer |
| 00042587 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 1,066.36 | | |
| 51-000-9-0000-9533-888 | | | Payroll Liabilities | 1,066.36 | C | Computer |
| 00042587 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 894.36 | | |
| 10-000-9-0000-9533-888 | | | Payroll Liabilities | 894.36 | C | Computer |
| 00042587 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 7,495.05 | | |
| 10-000-9-0000-9533-888 | | | Payroll Liabilities | 7,495.05 | C | Computer |
| 00042587 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 268.24 | | |
| 51-000-9-0000-9533-888 | | | Payroll Liabilities | 268.24 | C | Computer |
| 00042587 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 440.26 | | |
| 10-000-9-0000-9533-888 | | | Payroll Liabilities | 440.26 | C | Computer |
| | | | Total Check: | 66,435.13 | | |
| 0100010934 | 06/04/19 | 926220 | WAYNE EDUCATION ASSN | | | |
| 00042588 | 29-MAY-19 | | Vendor Liabilities 05/31/20019 | 425.90 | | |
| 10-000-9-0000-9545-888 | | | Payroll Liabilities | 425.90 | C | Computer |
| | | | Total Check: | 425.90 | | |
| 0100010935 | 06/11/19 | 8389 | Arrowhead Construction & Development | | | |
| 00042591 | 06-11-2019_1 | 19001128 | Concrete work at WHS per bid | 13,000.00 | | |
| 10-704-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-WHS | 13,000.00 | C | Computer |
| 00042591 | 06-11-2019_1 | 19001128 | Concrete work at WHS per bid - Change | 5,500.00 | | |
| 10-704-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-WHS | 5,500.00 | C | Computer |
| | | | Total Check: | 18,500.00 | | |
| 0100010936 | 06/16/19 | 189500 | Dixie State University | | | |
| 00042592 | 06162019_1 | 19001198 | Boys basketball camp | 4,160.00 | | |
| 21-704-9-0234-1000-890 | | | WHS Boys Basketball | 4,160.00 | C | Computer |
| | | | Total Check: | 4,160.00 | | |
| 0100010937 | 06/19/19 | 48605 | APPLE COMPUTER INC | | | |
| 00042601 | AA21424094 | 19001144 | | 278.00 | | |
| 10-704-9-5420-1000-650 | | | TECH. SUPPLIES - LAND TRUST-WHS | 278.00 | C | Computer |
| 00042600 | AA22627011 | 19001158 | | 263.77 | | |
| 10-302-9-6001-1000-612 | | | SUPPLIES - CCA BUSINESS-WMS | 263.77 | C | Computer |
| 00042600 | AA22627011 | 19001158 | | 34.23 | | |
| 10-302-9-6003-1000-612 | | | SUPPLIES - CCA TRADE-WMS | 34.23 | C | Computer |
| 00042599 | AA22530008 | 19001177 | | 4,145.00 | | |
| 10-302-9-5420-1000-650 | | | TECH. SUPPLIES - LAND TRUST-WMS | 4,145.00 | C | Computer |

| Check Key | Date Paid | Vendor No / Vendor Name | | | | |
|--------------------------|-----------------|-------------------------|--|-----------------|--------|--------------------|
| Claim No | Invoice No | PO No | Description | Amount Paid | | |
| Account No / Description | | | | Acct Amt. | Status | Status Description |
| Bank No 01 | | | | | | |
| 0100010937 | 06/19/19 | 48605 | APPLE COMPUTER INC | | | |
| 00042598 | AA22705330 | 19001189 | | 298.00 | | |
| 10-302-9-5420-1000-650 | | | TECH. SUPPLIES - LAND TRUST-WMS | 298.00 | C | Computer |
| 00042602 | AA24021416 | 19001203 | | 1,349.00 | | |
| 10-034-9-0005-2320-610 | | | SUPPLIES - SUPERINTENDENT | 1,349.00 | C | Computer |
| Total Check: | | | | 6,368.00 | | |
| 0100010938 | 06/19/19 | 36500 | Amazon | | | |
| 00042617 | 738488655494 | 19001051 | | 63.19 | | |
| 10-302-9-1205-1000-612 | | | SUPPLIES - SPECIAL ED-WMS | 63.19 | C | Computer |
| 00042618 | 443773787384 | 19001051 | | 31.88 | | |
| 10-302-9-1205-1000-612 | | | SUPPLIES - SPECIAL ED-WMS | 31.88 | C | Computer |
| 00042616 | 746683637856 | 19001051 | | 18.99 | | |
| 10-302-9-1205-1000-612 | | | SUPPLIES - SPECIAL ED-WMS | 18.99 | C | Computer |
| 00042615 | 857645936866 | 19001051 | | 18.99 | | |
| 10-302-9-1205-1000-612 | | | SUPPLIES - SPECIAL ED-WMS | 18.99 | C | Computer |
| 00042614 | 899955756343 | 19001071 | | 262.44 | | |
| 10-034-9-0005-2320-610 | | | SUPPLIES - SUPERINTENDENT | 262.44 | C | Computer |
| 00042613 | 944339883454 | 19001069 | | 16.08 | | |
| 10-704-9-5868-1000-612 | | | SUPPLIES - TEACHER LEGISLATIVE-WHS | 16.08 | C | Computer |
| 00042612 | 957943396888 | 19001075 | | 118.98 | | |
| 10-704-9-5868-1000-612 | | | SUPPLIES - TEACHER LEGISLATIVE-WHS | 118.98 | C | Computer |
| 00042603 | 438357983798 | 19000825 | | 11.99 | | |
| 10-302-9-1205-1000-612 | | | SUPPLIES - SPECIAL ED-WMS | 11.99 | C | Computer |
| 00042604 | 463634387357 | 19001099 | | 13.99 | | |
| 10-704-9-1205-1000-612 | | | SUPPLIES - SPECIAL ED-WHS | 13.99 | C | Computer |
| 00042605 | 978633868884 | 19001160 | | 98.93 | | |
| 10-108-9-0050-2400-612 | | | SUPPLIES - OFFICE-HES | 98.93 | C | Computer |
| 00042606 | 653984459359 | 19001160 | | 9.29 | | |
| 10-108-9-0050-2400-612 | | | SUPPLIES - OFFICE-HES | 9.29 | C | Computer |
| 00042607 | 684794935595 | 19001160 | | 18.99 | | |
| 10-108-9-0050-2400-612 | | | SUPPLIES - OFFICE-HES | 18.99 | C | Computer |
| 00042608 | 493344484877 | 19001160 | | 81.78 | | |
| 10-108-9-0050-2400-612 | | | SUPPLIES - OFFICE-HES | 81.78 | C | Computer |
| 00042609 | 559783833666 | 19001190 | | 11.49 | | |
| 10-108-9-5420-1000-612 | | | SUPPLIES - TRUST LANDS-HES | 11.49 | C | Computer |
| 00042610 | 686933975888 | 19001190 | | 46.98 | | |
| 10-108-9-5420-1000-612 | | | SUPPLIES - TRUST LANDS-HES | 46.98 | C | Computer |
| 00042611 | 465995663848 | 19001190 | | 14.73 | | |
| 10-108-9-5420-1000-612 | | | SUPPLIES - TRUST LANDS-HES | 14.73 | C | Computer |
| Total Check: | | | | 838.72 | | |
| 0100010939 | 06/19/19 | 4618 | AxisPlus Benefits | | | |
| 00042619 | 4002 | 19001214 | | 66.00 | | |
| 10-034-9-0005-2500-810 | | | DUES AND FEES - BUSINESS ADMINISTRATOR | 66.00 | C | Computer |
| Total Check: | | | | 66.00 | | |
| 0100010940 | 06/19/19 | 157595 | BEST WESTERN COTTON TREE INN | | | |

Wayne School District
 A/P Detail Check Register

| Check Key | Date Paid | Vendor No / Vendor Name | Amount Paid | Status | Status Description |
|--------------------------|-----------------------------------|-------------------------|--------------------------------------|---------------|--------------------|
| Claim No | Invoice No | PO No | Description | Acct Amt. | |
| Account No / Description | | | | | |
| Bank No 01 | | | | | |
| 0100010940 | 06/19/19 | 157595 | BEST WESTERN COTTON TREE INN | | |
| 00042620 | 7376 | 19001090 | MoteHeather 5-14-19 | 113.82 | |
| 10-034-9-0005-2500-580 | TRAVEL - BUSINESS ADMIN | | | 113.82 | C Computer |
| | | | Total Check: | 113.82 | |
| 0100010941 | 06/19/19 | 94347 | BICKNELL TOWN | | |
| 00042621 | 05312019 | | Bicknell Water at DO May 2019 | 26.14 | |
| 10-034-9-2785-2600-410 | UTILITIES-DO | | | 26.14 | C Computer |
| | | | Total Check: | 26.14 | |
| 0100010942 | 06/19/19 | 107706 | BRIAN AUTO PARTS INC. | | |
| 00042622 | 201397 | 19000019 | | 15.65 | |
| 10-112-9-2785-2620-680 | BUILDING MAINT AND SUPPLIES-LES | | | 15.65 | C Computer |
| | | | Total Check: | 15.65 | |
| 0100010943 | 06/19/19 | 115500 | BULL MOUNTAIN MARKET | | |
| 00042623 | 30208 | 19001032 | | 26.70 | |
| 10-108-9-1215-1000-612 | SUPPLIES - PRESCHOOL-HES | | | 26.70 | C Computer |
| 00042624 | 30209 | 19000926 | | 130.08 | |
| 51-108-9-8001-3100-630 | FOOD PURCHASES - HES | | | 130.08 | C Computer |
| | | | Total Check: | 156.78 | |
| 0100010944 | 06/19/19 | 116049 | BURBIDGE & WHITE | | |
| 00042625 | 84873 | | Professional Services | 306.00 | |
| 10-034-9-0005-2500-349 | LEGAL SERVICES - SUPPORT SERVICES | | | 306.00 | C Computer |
| | | | Total Check: | 306.00 | |
| 0100010945 | 06/19/19 | 163371 | CENTRAL UTAH EDUCATIONAL SERVI | | |
| 00042626 | SRO3082 | | Computer Repair for Andrea | 383.90 | |
| 10-034-9-0005-2230-730 | EQUIPMENT - TECHNOLOGY-DO | | | 383.90 | C Computer |
| | | | Total Check: | 383.90 | |
| 0100010946 | 06/19/19 | 729729 | CENTURYLINK | | |
| 00042627 | 1469975153 | | CenturyLink Telephone Billing May 19 | 1.33 | |
| 10-302-9-2785-2600-530 | TELEPHONE - WMS | | | 1.33 | C Computer |
| 00042627 | 1469975153 | | CenturyLink Telephone Billing May 19 | 2.35 | |
| 10-704-9-2785-2600-530 | TELEPHONE - WHS | | | 2.35 | C Computer |
| 00042627 | 1469975153 | | CenturyLink Telephone Billing May 19 | 4.35 | |
| 10-034-9-2785-2600-530 | TELEPHONE - DO | | | 4.35 | C Computer |
| 00042627 | 1469975153 | | CenturyLink Telephone Billing May 19 | .47 | |
| 10-108-9-2785-2600-530 | TELEPHONE - HES | | | .47 | C Computer |
| 00042627 | 1469975153 | | CenturyLink Telephone Billing May 19 | 4.86 | |
| 10-112-9-2785-2600-530 | TELEPHONE - LES | | | 4.86 | C Computer |
| | | | Total Check: | 13.36 | |
| 0100010947 | 06/19/19 | 343257 | Emery Telcom | | |
| 00042628 | HANKSELEMTELPHN | | | 94.68 | |
| 10-108-9-2785-2600-530 | TELEPHONE - HES | | | 94.68 | C Computer |
| | | | Total Check: | 94.68 | |
| 0100010948 | 06/19/19 | 304058 | GASCARD/STATE OF UTAH | | |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 35.00 | |
| 10-034-9-0005-2590-580 | TRAVEL - CLERICAL STAFF | | | 35.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 13.00 | |

| Check Key | Date Paid | Vendor No / Vendor Name | Amount Paid | Status | Status Description |
|--------------------------|------------------------|-------------------------|---|-----------|--------------------|
| Claim No | Invoice No | PO No | Description | Acct Amt. | |
| Account No / Description | | | | | |
| Bank No 01 | | | | | |
| 0100010948 | 06/19/19 | 304058 | GASCARD/STATE OF UTAH | | |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 13.00 | |
| | 10-555-9-5315-2700-580 | | TRAVEL - BUS DRIVERS | 13.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 40.00 | |
| | 10-704-9-0050-2120-580 | | TRAVEL - COUSELOR-WHS | 40.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 125.00 | |
| | 10-555-9-5315-2700-580 | | TRAVEL - BUS DRIVERS | 125.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 931.25 | |
| | 10-555-9-5315-2700-626 | | MOTOR FUEL-SCHOOL BUSES | 931.25 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 150.00 | |
| | 10-555-9-5315-2700-626 | | MOTOR FUEL-SCHOOL BUSES | 150.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 95.00 | |
| | 10-555-9-5315-2700-626 | | MOTOR FUEL-SCHOOL BUSES | 95.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 250.00 | |
| | 10-555-9-5315-2700-626 | | MOTOR FUEL-SCHOOL BUSES | 250.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 450.00 | |
| | 10-555-9-5315-2700-626 | | MOTOR FUEL-SCHOOL BUSES | 450.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 435.00 | |
| | 10-555-9-5315-2700-626 | | MOTOR FUEL-SCHOOL BUSES | 435.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 500.00 | |
| | 10-555-9-5315-2700-626 | | MOTOR FUEL-SCHOOL BUSES | 500.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 695.00 | |
| | 10-555-9-5315-2700-626 | | MOTOR FUEL-SCHOOL BUSES | 695.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 97.00 | |
| | 10-555-9-5315-2700-626 | | MOTOR FUEL-SCHOOL BUSES | 97.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 128.00 | |
| | 10-555-9-5315-2700-626 | | MOTOR FUEL-SCHOOL BUSES | 128.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 25.00 | |
| | 10-555-9-5315-2700-580 | | TRAVEL - BUS DRIVERS | 25.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 83.00 | |
| | 10-704-9-0050-1000-626 | | MOTOR FUEL - STUDENT TRIPS AND LATE RUN | 83.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | -83.00 | |
| | 10-704-9-0050-1000-626 | | MOTOR FUEL - STUDENT TRIPS AND LATE RUN | -83.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 83.00 | |
| | 10-704-9-0050-2700-510 | | TRAVEL - STUDENTS-WHS | 83.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 45.00 | |
| | 10-704-9-5610-2600-626 | | FUEL - DRIVERS ED-WHS | 45.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 184.00 | |
| | 10-034-9-2785-2600-626 | | MOTOR FUEL - MAINTENANCE-DO | 184.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 100.00 | |
| | 10-034-9-2785-2600-626 | | MOTOR FUEL - MAINTENANCE-DO | 100.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 144.00 | |
| | 10-034-9-2785-2600-626 | | MOTOR FUEL - MAINTENANCE-DO | 144.00 | C Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 18.00 | |
| | 10-108-9-0050-2400-580 | | TRAVEL - PRINCIPAL-HES | 18.00 | C Computer |

Wayne School District
 A/P Detail Check Register

| Check Key | Date Paid | Vendor No / Vendor Name | | | | |
|--------------------------|-----------------|-------------------------|------------------------------------|-----------------|--------|--------------------|
| Claim No | Invoice No | PO No | Description | Amount Paid | | |
| Account No / Description | | | | Acct Amt. | Status | Status Description |
| Bank No 01 | | | | | | |
| 0100010948 | 06/19/19 | 304058 | GASCARD/STATE OF UTAH | | | |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 45.00 | | |
| 10-034-9-0005-2230-580 | | | TRAVEL - TECHNOLOGY-DO | 45.00 | C | Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 110.00 | | |
| 10-034-9-0005-2320-580 | | | TRAVEL - SUPERINTENDENT | 110.00 | C | Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 10.00 | | |
| 10-112-9-0050-2110-580 | | | TRAVEL - SOCIAL WORK-LES | 10.00 | C | Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 27.00 | | |
| 10-034-9-0005-2590-580 | | | TRAVEL - CLERICAL STAFF | 27.00 | C | Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 11.00 | | |
| 10-034-9-1205-2400-580 | | | TRAVEL - SPECIAL ED-DO | 11.00 | C | Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 12.00 | | |
| 10-704-9-0050-2400-580 | | | TRAVEL - PRINCIPAL-WHS | 12.00 | C | Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 36.00 | | |
| 10-704-9-0050-2200-580 | | | TRAVEL - TEACHERS-WHS | 36.00 | C | Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 44.00 | | |
| 10-704-9-0050-2200-580 | | | TRAVEL - TEACHERS-WHS | 44.00 | C | Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 23.00 | | |
| 10-034-9-0005-2500-580 | | | TRAVEL - BUSINESS ADMIN | 23.00 | C | Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 37.00 | | |
| 10-034-9-0005-2500-580 | | | TRAVEL - BUSINESS ADMIN | 37.00 | C | Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 11.00 | | |
| 10-112-9-0050-2110-580 | | | TRAVEL - SOCIAL WORK-LES | 11.00 | C | Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 10.00 | | |
| 10-034-9-0005-2590-580 | | | TRAVEL - CLERICAL STAFF | 10.00 | C | Computer |
| 00042629 | NP56254119 | | May 2019 Fuel for W.S.D. | 4.00 | | |
| 10-034-9-0005-2500-580 | | | TRAVEL - BUSINESS ADMIN | 4.00 | C | Computer |
| | | | Total Check: | 4,923.25 | | |
| 0100010949 | 06/19/19 | 323121 | GOPHER SPORT | | | |
| 00042630 | 9609513 | 19001150 | | 206.65 | | |
| 10-302-9-5868-1000-612 | | | SUPPLIES - TEACHER LEGISLATIVE-WMS | 206.65 | C | Computer |
| 00042630 | 9609513 | 19001150 | | 45.89 | | |
| 21-302-9-2001-1000-890 | | | WMS General Fund | 45.89 | C | Computer |
| | | | Total Check: | 252.54 | | |
| 0100010950 | 06/19/19 | 343259 | HANKSVILLE TOWN | | | |
| 00042631 | HANKELEMWTRMAY1 | | | 51.50 | | |
| 10-108-9-2785-2600-410 | | | UTILITIES-HES | 51.50 | C | Computer |
| | | | Total Check: | 51.50 | | |
| 0100010951 | 06/19/19 | 8010 | L'Attitude Marketing | | | |
| 00042632 | 3038818 | 19001206 | | 35.60 | | |
| 21-704-9-0244-1000-890 | | | WHS Track | 35.60 | C | Computer |
| | | | Total Check: | 35.60 | | |
| 0100010952 | 06/19/19 | 511579 | LAGOON CORPORATION | | | |
| 00042633 | 49878 | 19001103 | | 850.46 | | |
| 21-302-9-2020-1000-890 | | | WMS Activities | 850.46 | C | Computer |

Wayne School District
 A/P Detail Check Register

| Check Key | Date Paid | Vendor No / Vendor Name | | | | | |
|--------------------------|-----------------|-------------------------|------------------------------------|---------------|--------|--------------------|--|
| Claim No | Invoice No | PO No | Description | Amount Paid | | | |
| Account No / Description | | | | Acct Amt. | Status | Status Description | |
| Bank No 01 | | | | | | | |
| 0100010952 | 06/19/19 | 511579 | LAGOON CORPORATION | | | | |
| | | | Total Check: | 850.46 | | | |
| 0100010953 | 06/19/19 | 529797 | LOA TOWN | | | | |
| 00042634 | LOAELEMWTRMAY19 | | Loa Elem Water May 2019 | 31.00 | | | |
| 10-112-9-2785-2600-410 | | | UTILITIES-LES | 31.00 | C | Computer | |
| | | | Total Check: | 31.00 | | | |
| 0100010954 | 06/19/19 | 5894 | Lifetouch NSS Accts Receivable | | | | |
| 00042635 | EVTWSJXSk2018-1 | 19001207 | | 437.50 | | | |
| 21-704-9-0250-1000-890 | | | WHS Yearbook | 437.50 | C | Computer | |
| | | | Total Check: | 437.50 | | | |
| 0100010955 | 06/19/19 | 8559 | Literacy Resources, Inc. | | | | |
| 00042636 | 39123 | 19001188 | | 256.77 | | | |
| 10-108-9-5420-1000-612 | | | SUPPLIES - TRUST LANDS-HES | 256.77 | C | Computer | |
| | | | Total Check: | 256.77 | | | |
| 0100010956 | 06/19/19 | 565150 | MEADOW GOLD DAIRIES | | | | |
| 00042637 | 23334540 | | WSD Milk May 2019 | 54.75 | | | |
| 51-302-9-8001-3100-630 | | | FOOD PURCHASES - WMS | 54.75 | C | Computer | |
| 00042638 | 23334623 | | WSD Milk May 2019 | 54.75 | | | |
| 51-302-9-8001-3100-630 | | | FOOD PURCHASES - WMS | 54.75 | C | Computer | |
| 00042639 | 23334709 | | WSD Milk May 2019 | 32.00 | | | |
| 51-302-9-8001-3100-630 | | | FOOD PURCHASES - WMS | 32.00 | C | Computer | |
| 00042640 | 23334541 | | WSD Milk May 2019 | 60.00 | | | |
| 51-704-9-8001-3100-630 | | | FOOD PURCHASES - WHS | 60.00 | C | Computer | |
| 00042641 | 23334624 | | WSD Milk May 2019 | 61.00 | | | |
| 51-704-9-8001-3100-630 | | | FOOD PURCHASES - WHS | 61.00 | C | Computer | |
| 00042642 | 23334710 | | WSD Milk May 2019 | 45.50 | | | |
| 51-704-9-8001-3100-630 | | | FOOD PURCHASES - WHS | 45.50 | C | Computer | |
| 00042643 | 23334539 | | WSD Milk May 2019 | 157.00 | | | |
| 51-112-9-8001-3100-630 | | | FOOD PURCHASES - LES | 157.00 | C | Computer | |
| 00042644 | 23334622 | | WSD Milk May 2019 | 157.00 | | | |
| 51-112-9-8001-3100-630 | | | FOOD PURCHASES - LES | 157.00 | C | Computer | |
| 00042645 | 23334708 | | WSD Milk May 2019 | 126.00 | | | |
| 51-112-9-8001-3100-630 | | | FOOD PURCHASES - LES | 126.00 | C | Computer | |
| | | | Total Check: | 748.00 | | | |
| 0100010957 | 06/19/19 | 585866 | MOUNTAIN STATE SCHOOLBOOK | | | | |
| 00042646 | 514211461 | 19001093 | | 385.88 | | | |
| 10-112-9-0050-1000-641 | | | BOOKS AND PERIODICALS - LES | 385.88 | C | Computer | |
| | | | Total Check: | 385.88 | | | |
| 0100010958 | 06/19/19 | 598011 | NASCO MODESTO | | | | |
| 00042647 | 408591 | 19001139 | | 206.68 | | | |
| 10-302-9-5868-1000-612 | | | SUPPLIES - TEACHER LEGISLATIVE-WMS | 206.68 | C | Computer | |
| | | | Total Check: | 206.68 | | | |
| 0100010959 | 06/19/19 | 605175 | NICHOLAS & COMPANY | | | | |
| 00042648 | 6802680 | 19001027 | | .51 | | | |
| 51-112-9-8001-3100-610 | | | SUPPLIES - FOOD SERVICE-LES | .51 | C | Computer | |
| 00042648 | 6802680 | 19001027 | | 40.58 | | | |

| Check Key | Date Paid | Vendor No / Vendor Name | | Amount Paid | | | |
|--------------------------|------------------------|-------------------------|--|---------------------|-----------------|--------|-------------|
| Claim No | Invoice No | PO No | Description | | | | |
| Account No / Description | | | | Acct Amt. | Status | Status | Description |
| Bank No 01 | | | | | | | |
| 0100010959 | 06/19/19 | 605175 | NICHOLAS & COMPANY | | | | |
| 00042648 | 6802680 | 19001027 | | 40.58 | | | |
| | 51-112-9-8001-3100-630 | | FOOD PURCHASES - LES | 40.58 | C | | Computer |
| 00042649 | 6802681 | 19001027 | | 11.56 | | | |
| | 51-112-9-8001-3100-610 | | SUPPLIES - FOOD SERVICE-LES | 11.56 | C | | Computer |
| 00042649 | 6802681 | 19001027 | | 927.59 | | | |
| | 51-112-9-8001-3100-630 | | FOOD PURCHASES - LES | 927.59 | C | | Computer |
| 00042650 | 6802683 | 19000932 | | 10.66 | | | |
| | 51-704-9-8001-3100-630 | | FOOD PURCHASES - WHS | 10.66 | C | | Computer |
| 00042651 | 6802684 | 19001028 | | 761.34 | | | |
| | 51-704-9-8001-3100-630 | | FOOD PURCHASES - WHS | 761.34 | C | | Computer |
| 00042652 | 6810928 | 19001047 | | 38.32 | | | |
| | 51-112-9-8001-3100-630 | | FOOD PURCHASES - LES | 38.32 | C | | Computer |
| 00042653 | 6810929 | 19001047 | | 331.62 | | | |
| | 51-112-9-8001-3100-630 | | FOOD PURCHASES - LES | 331.62 | C | | Computer |
| 00042654 | 6810931 | 19000950 | | 48.64 | | | |
| | 51-704-9-8001-3100-630 | | FOOD PURCHASES - WHS | 48.64 | C | | Computer |
| 00042655 | 6810932 | 19001048 | | 194.58 | | | |
| | 51-704-9-8001-3100-610 | | SUPPLIES - FOOD SERVICE-WHS | 194.58 | C | | Computer |
| 00042655 | 6810932 | 19001048 | | 709.31 | | | |
| | 51-704-9-8001-3100-630 | | FOOD PURCHASES - WHS | 709.31 | C | | Computer |
| 00042656 | 6819269 | 19001091 | | 86.72 | | | |
| | 51-112-9-8001-3100-610 | | SUPPLIES - FOOD SERVICE-LES | 86.72 | C | | Computer |
| 00042656 | 6819269 | 19001091 | | 336.49 | | | |
| | 51-112-9-8001-3100-630 | | FOOD PURCHASES - LES | 336.49 | C | | Computer |
| 00042657 | 6819271 | 19001092 | | 561.86 | | | |
| | 51-704-9-8001-3100-630 | | FOOD PURCHASES - WHS | 561.86 | C | | Computer |
| | | | | Total Check: | 4,059.78 | | |
| 0100010960 | 06/19/19 | 622200 | OFFICE DEPOT | | | | |
| 00042658 | 319676795001 | 19001126 | | 45.92 | | | |
| | 10-034-9-0005-2500-610 | | SUPPLIES - DO STAFF | 45.92 | C | | Computer |
| 00042658 | 319676795001 | 19001126 | | 5.83 | | | |
| | 10-034-9-2785-2620-680 | | BUILDING MAINT AND SUPPLIES-DO | 5.83 | C | | Computer |
| 00042658 | 319676795001 | 19001126 | | 5.94 | | | |
| | 10-108-9-2785-2620-680 | | BUILDING MAINT AND SUPPLIES-HES | 5.94 | C | | Computer |
| 00042658 | 319676795001 | 19001126 | | 17.50 | | | |
| | 10-112-9-2785-2620-680 | | BUILDING MAINT AND SUPPLIES-LES | 17.50 | C | | Computer |
| 00042658 | 319676795001 | 19001126 | | 17.50 | | | |
| | 10-302-9-2785-2620-680 | | BUILDING MAINT AND SUPPLIES-WMS | 17.50 | C | | Computer |
| 00042658 | 319676795001 | 19001126 | | 17.50 | | | |
| | 10-704-9-2785-2620-680 | | BUILDING MAINT AND SUPPLIES-WHS | 17.50 | C | | Computer |
| | | | | Total Check: | 110.19 | | |
| 0100010961 | 06/19/19 | 7005 | Presence Learning, Inc. | | | | |
| 00042659 | INV28618 | 19001211 | | 532.52 | | | |
| | 10-108-9-1205-1000-340 | | PROFESSIONAL SERVICES - SPECIAL ED-HES | 532.52 | C | | Computer |

Wayne School District
 A/P Detail Check Register

| Check Key | Date Paid | Vendor No / Vendor Name | | Amount Paid | | | |
|--------------------------|-----------------|-------------------------|--|-----------------|--------|--------|-------------|
| Claim No | Invoice No | PO No | Description | | | | |
| Account No / Description | | | | Acct Amt. | Status | Status | Description |
| Bank No 01 | | | | | | | |
| 0100010961 | 06/19/19 | 7005 | Presence Learning, Inc. | | | | |
| 00042659 | INV28618 | 19001211 | | 2,458.18 | | | |
| 10-112-9-1205-1000-340 | | | PROFESSIONAL SERVICES - SPECIAL ED-LES | 2,458.18 | C | | Computer |
| 00042659 | INV28618 | 19001211 | | 248.47 | | | |
| 10-302-9-1205-1000-340 | | | PROFESSIONAL SERVICES - SPECIAL ED-WMS | 248.47 | C | | Computer |
| 00042659 | INV28618 | 19001211 | | 379.85 | | | |
| 10-704-9-1205-1000-340 | | | PROFESSIONAL SERVICES - SPECIAL ED-WHS | 379.85 | C | | Computer |
| Total Check: | | | | 3,619.02 | | | |
| 0100010962 | 06/19/19 | 760052 | ROYALS FOOD TOWN | | | | |
| 00042669 | 04-815506 | 19000142 | | 2.88 | | | |
| 51-704-9-8001-3100-630 | | | FOOD PURCHASES - WHS | 2.88 | C | | Computer |
| 00042668 | 04-818043 | 19000142 | | 48.51 | | | |
| 51-704-9-8001-3100-630 | | | FOOD PURCHASES - WHS | 48.51 | C | | Computer |
| 00042667 | 03-729199 | 19000142 | | 40.00 | | | |
| 51-704-9-8001-3100-630 | | | FOOD PURCHASES - WHS | 40.00 | C | | Computer |
| 00042666 | 04-822589 | 19000142 | | 5.78 | | | |
| 51-704-9-8001-3100-630 | | | FOOD PURCHASES - WHS | 5.78 | C | | Computer |
| 00042660 | 04-823539 | 19000142 | | 27.53 | | | |
| 51-704-9-8001-3100-630 | | | FOOD PURCHASES - WHS | 27.53 | C | | Computer |
| 00042661 | 04-824757 | 19000142 | | 8.07 | | | |
| 51-704-9-8001-3100-630 | | | FOOD PURCHASES - WHS | 8.07 | C | | Computer |
| 00042662 | 19000142 | 19000142 | | 5.39 | | | |
| 51-704-9-8001-3100-630 | | | FOOD PURCHASES - WHS | 5.39 | C | | Computer |
| 00042663 | 03-738033 | 19000142 | | 13.46 | | | |
| 51-704-9-8001-3100-630 | | | FOOD PURCHASES - WHS | 13.46 | C | | Computer |
| 00042664 | 04-818221 | 19000141 | | 7.49 | | | |
| 51-112-9-8001-3100-630 | | | FOOD PURCHASES - LES | 7.49 | C | | Computer |
| 00042665 | 047-822527 | 19000141 | | 34.88 | | | |
| 51-112-9-8001-3100-630 | | | FOOD PURCHASES - LES | 34.88 | C | | Computer |
| 00042673 | 03-733027 | 19000141 | | 6.58 | | | |
| 51-112-9-8001-3100-630 | | | FOOD PURCHASES - LES | 6.58 | C | | Computer |
| 00042670 | 04-824746 | 19000141 | | 55.35 | | | |
| 51-112-9-8001-3100-630 | | | FOOD PURCHASES - LES | 55.35 | C | | Computer |
| 00042671 | 04-827334 | 19000141 | | 1.39 | | | |
| 51-112-9-8001-3100-630 | | | FOOD PURCHASES - LES | 1.39 | C | | Computer |
| 00042672 | 03-738340 | 19000141 | | 7.45 | | | |
| 51-112-9-8001-3100-630 | | | FOOD PURCHASES - LES | 7.45 | C | | Computer |
| 00042677 | 02-536864 | 19000827 | | 45.06 | | | |
| 10-112-9-1215-1000-612 | | | SUPPLIES - PRESCHOOL-LES | 45.06 | C | | Computer |
| 00042674 | 04-823914 | 19001016 | | 49.87 | | | |
| 21-302-9-2020-1000-890 | | | WMS Activities | 49.87 | C | | Computer |
| 00042675 | 02-539817 | 19001016 | | 73.31 | | | |
| 21-302-9-2020-1000-890 | | | WMS Activities | 73.31 | C | | Computer |
| 00042676 | 03-735789 | 19001016 | | 53.54 | | | |
| 21-302-9-2020-1000-890 | | | WMS Activities | 53.54 | C | | Computer |

Wayne School District
 A/P Detail Check Register

| Check Key | Date Paid | Vendor No / Vendor Name | Amount Paid | Status | Status Description |
|--------------------------|--------------|-----------------------------|---------------------------|-----------------|--------------------|
| Claim No | Invoice No | PO No | Description | Acct Amt. | |
| Account No / Description | | | | | |
| Bank No 01 | | | | | |
| 0100010962 | 06/19/19 | 760052 | ROYALS FOOD TOWN | | |
| | | | Total Check: | 486.54 | |
| 0100010963 | 06/19/19 | 8460 | Remind | | |
| 00042678 | 2018-102334 | 19001178 | | 506.25 | |
| 10-034-9-0005-2230-670 | | SOFTWARE - TECHNOLOGY-DO | | 506.25 | C Computer |
| 00042678 | 2018-102334 | 19001178 | | 506.25 | |
| 10-112-9-0050-1000-670 | | SOFTWARE - INSTRUCTION-LES | | 506.25 | C Computer |
| 00042678 | 2018-102334 | 19001178 | | 506.25 | |
| 10-302-9-0050-1000-670 | | SOFTWARE - INSTRUCTION-WMS | | 506.25 | C Computer |
| 00042678 | 2018-102334 | 19001178 | | 506.25 | |
| 10-704-9-0050-1000-670 | | SOFTWARE - INSTRUCTION-WHS | | 506.25 | C Computer |
| | | | Total Check: | 2,025.00 | |
| 0100010964 | 06/19/19 | 774040 | SCENIC UTAH CAMPUS SUPPLY | | |
| 00042679 | 3977 | 19001205 | | 140.00 | |
| 21-704-9-2001-1000-890 | | WHS General Fund | | 140.00 | C Computer |
| | | | Total Check: | 140.00 | |
| 0100010965 | 06/19/19 | 774361 | SCHOLASTIC BOOK FAIRS | | |
| 00042680 | W3930312BF | 19001209 | | 1,631.37 | |
| 21-112-9-2001-1000-890 | | LES General Fund | | 1,631.37 | C Computer |
| | | | Total Check: | 1,631.37 | |
| 0100010966 | 06/19/19 | 774566 | SCHOOL SPECIALTY SUPPLY | | |
| 00042683 | 208122973763 | 19001182 | | 170.42 | |
| 10-112-9-0050-1000-612 | | SUPPLIES - INSTRUCTION-LES | | 170.42 | C Computer |
| 00042682 | 208122973766 | 19001182 | | 175.80 | |
| 10-112-9-0050-1000-612 | | SUPPLIES - INSTRUCTION-LES | | 175.80 | C Computer |
| 00042681 | 208122973768 | 19001182 | | 48.00 | |
| 10-112-9-0050-1000-612 | | SUPPLIES - INSTRUCTION-LES | | 48.00 | C Computer |
| 00042686 | 208122973769 | 19001182 | | 192.08 | |
| 10-112-9-0050-1000-612 | | SUPPLIES - INSTRUCTION-LES | | 192.08 | C Computer |
| 00042685 | 208122973774 | 19001182 | | 124.21 | |
| 10-112-9-0050-1000-612 | | SUPPLIES - INSTRUCTION-LES | | 124.21 | C Computer |
| 00042689 | 208122973783 | 19001182 | | 186.86 | |
| 10-112-9-0050-1000-612 | | SUPPLIES - INSTRUCTION-LES | | 186.86 | C Computer |
| 00042688 | 208122973792 | 19001182 | | 238.16 | |
| 10-112-9-0050-1000-612 | | SUPPLIES - INSTRUCTION-LES | | 238.16 | C Computer |
| 00042687 | 208122973795 | 19001182 | | 195.21 | |
| 10-112-9-0050-1000-612 | | SUPPLIES - INSTRUCTION-LES | | 195.21 | C Computer |
| 00042684 | 308103301473 | 19000995 | | 106.59 | |
| 10-108-9-5420-1000-612 | | SUPPLIES - TRUST LANDS-HES | | 106.59 | C Computer |
| | | | Total Check: | 1,437.33 | |
| 0100010967 | 06/19/19 | 819910 | STUDIES WEEKLY INC | | |
| 00042690 | 260846 | 19001157 | | 143.10 | |
| 10-108-9-0050-1000-641 | | BOOKS AND PERIODICALS - HES | | 143.10 | C Computer |
| | | | Total Check: | 143.10 | |
| 0100010968 | 06/19/19 | 8281 | SchoolOutlet.com | | |
| 00042691 | 70090 | 19001060 | | 3,040.82 | |

Wayne School District
 A/P Detail Check Register

| Check Key | Date Paid | Vendor No / Vendor Name | | | | |
|--------------------------|-----------------|-------------------------|------------------------------------|-----------------|--------|--------------------|
| Claim No | Invoice No | PO No | Description | Amount Paid | | |
| Account No / Description | | | | Acct Amt. | Status | Status Description |
| Bank No 01 | | | | | | |
| 0100010968 | 06/19/19 | 8281 | SchoolOutlet.com | | | |
| 00042691 | 70090 | 19001060 | | 3,040.82 | | |
| 10-704-9-0050-1000-730 | | | EQUIPMENT - INSTRUCTION-WHS | 3,040.82 | C | Computer |
| Total Check: | | | | 3,040.82 | | |
| 0100010969 | 06/19/19 | 6041 | The Bicknell Theatre | | | |
| 00042692 | 06192019_103 | 19001208 | July Birthday Certificates | 200.00 | | |
| 10-034-9-0005-2500-291 | | | Other Employee Benefits - Misc. | 200.00 | C | Computer |
| Total Check: | | | | 200.00 | | |
| 0100010970 | 06/19/19 | 190800 | UTAH BUREAU OF CRIMINAL IDENTIF | | | |
| 00042694 | 201906B1425 | | Background Checks | 66.50 | | |
| 10-034-9-0005-2500-340 | | | PROF.SERV - HIRING AND STAFFING | 66.50 | C | Computer |
| 00042693 | 201906E0081 | | Background Checks | 345.00 | | |
| 10-034-9-0005-2500-340 | | | PROF.SERV - HIRING AND STAFFING | 345.00 | C | Computer |
| Total Check: | | | | 411.50 | | |
| 0100010971 | 06/19/19 | 891110 | UTAH SCHOOL SUPT ASSOC | | | |
| 00042695 | 2019 SUMMRCONFR | | 2019 Summer Conf. Registrn | 225.00 | | |
| 10-034-9-0005-2320-580 | | | TRAVEL - SUPERINTENDENT | 225.00 | C | Computer |
| Total Check: | | | | 225.00 | | |
| 0100010972 | 06/19/19 | 926201 | WAXIE SANITARY SUPPLY | | | |
| 00042703 | 78245955 | 19001038 | | 30.35 | | |
| 10-704-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-WHS | 30.35 | C | Computer |
| 00042699 | 78249271 | 19001038 | | 703.55 | | |
| 10-704-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-WHS | 703.55 | C | Computer |
| 00042700 | 78316635 | 19001038 | | 335.36 | | |
| 10-704-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-WHS | 335.36 | C | Computer |
| 00042701 | 78249259 | 19001037 | | 48.89 | | |
| 10-108-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-HES | 48.89 | C | Computer |
| 00042696 | 78257019 | 19001046 | | 415.49 | | |
| 10-112-9-2785-2620-610 | | | BUILDING CLEANING AND SUPPLIES-LES | 415.49 | C | Computer |
| 00042698 | 78263911 | 19001046 | | 181.78 | | |
| 10-112-9-2785-2620-610 | | | BUILDING CLEANING AND SUPPLIES-LES | 181.78 | C | Computer |
| 00042697 | 78273954 | 19000945 | | 250.00 | | |
| 10-302-9-2785-2620-610 | | | BUILDING CLEANING AND SUPPLIES-WMS | 250.00 | C | Computer |
| 00042702 | 78273979 | 19001073 | | 278.82 | | |
| 10-302-9-2785-2620-680 | | | BUILDING MAINT AND SUPPLIES-WMS | 278.82 | C | Computer |
| Total Check: | | | | 2,244.24 | | |
| 0100010973 | 06/26/19 | 4626 | Bank of America Credit Card | | | |
| 00042704 | CREDITSBIRTHDAY | | Credit for Birthday Cert. May 2019 | -500.00 | | |
| 10-034-9-0005-2500-291 | | | Other Employee Benefits - Misc. | -500.00 | C | Computer |
| 00042705 | MARYCCMAY2019 | | Mary Bray CC May 2019 | -.44 | | |
| 10-704-9-0050-2400-580 | | | TRAVEL - PRINCIPAL-WHS | -.44 | C | Computer |
| 00042705 | MARYCCMAY2019 | | Mary Bray CC May 2019 | 102.44 | | |
| 10-704-9-0050-1000-340 | | | PROFESSIONAL SERVICES - WHS | 102.44 | C | Computer |
| 00042705 | MARYCCMAY2019 | | Mary Bray CC May 2019 | 62.11 | | |
| 10-704-9-0050-2400-580 | | | TRAVEL - PRINCIPAL-WHS | 62.11 | C | Computer |
| 00042705 | MARYCCMAY2019 | | Mary Bray CC May 2019 | 16.37 | | |

| Check Key | Date Paid | Vendor No / Vendor Name | Amount Paid | Status | Status Description |
|--------------------------|------------------------|------------------------------------|---------------------------------|-----------|--------------------|
| Claim No | Invoice No | PO No | Description | Acct Amt. | |
| Account No / Description | | | | | |
| Bank No 01 | | | | | |
| 0100010973 | 06/26/19 | 4626 | Bank of America Credit Card | | |
| 00042705 | MARYCCMAY2019 | | Mary Bray CC May 2019 | 16.37 | |
| | 21-704-9-0180-1000-890 | WHS Band | | 16.37 | C Computer |
| 00042705 | MARYCCMAY2019 | | Mary Bray CC May 2019 | 26.11 | |
| | 21-704-9-3603-1000-890 | WHS Junior Class | | 26.11 | C Computer |
| 00042705 | MARYCCMAY2019 | | Mary Bray CC May 2019 | 145.75 | |
| | 10-704-9-0050-2400-580 | TRAVEL - PRINCIPAL-WHS | | 145.75 | C Computer |
| 00042705 | MARYCCMAY2019 | | Mary Bray CC May 2019 | 173.09 | |
| | 21-704-9-0244-1000-890 | WHS Track | | 173.09 | C Computer |
| 00042705 | MARYCCMAY2019 | | Mary Bray CC May 2019 | 28.07 | |
| | 21-704-9-0020-1000-612 | WHS Art Poster Fundraiser | | 28.07 | C Computer |
| 00042705 | MARYCCMAY2019 | | Mary Bray CC May 2019 | 148.43 | |
| | 21-704-9-3601-1000-890 | WHS Student Activities Fund | | 148.43 | C Computer |
| 00042705 | MARYCCMAY2019 | | Mary Bray CC May 2019 | 454.77 | |
| | 10-704-9-0050-1000-730 | EQUIPMENT - INSTRUCTION-WHS | | 454.77 | C Computer |
| 00042705 | MARYCCMAY2019 | | Mary Bray CC May 2019 | 275.16 | |
| | 21-704-9-3603-1000-890 | WHS Junior Class | | 275.16 | C Computer |
| 00042705 | MARYCCMAY2019 | | Mary Bray CC May 2019 | 20.00 | |
| | 21-704-9-0250-1000-890 | WHS Yearbook | | 20.00 | C Computer |
| 00042706 | CORAL CC MAY 20 | | Coral CC May 2019 | 157.21 | |
| | 51-112-9-8001-3100-610 | SUPPLIES - FOOD SERVICE-LES | | 157.21 | C Computer |
| 00042707 | JOHN F CC MAY 2 | | John F CC May 2019 | 32.46 | |
| | 10-034-9-0005-2320-610 | SUPPLIES - SUPERINTENDENT | | 32.46 | C Computer |
| 00042707 | JOHN F CC MAY 2 | | John F CC May 2019 | 134.87 | |
| | 10-034-9-0005-2320-580 | TRAVEL - SUPERINTENDENT | | 134.87 | C Computer |
| 00042708 | KRISTIN CC MAY | | Credit on Kristin's CC May 2019 | -10.44 | |
| | 21-704-9-2001-1000-890 | WHS General Fund | | -10.44 | C Computer |
| 00042709 | NED CC MAY 2019 | | Ned CC May 2019 | 244.94 | |
| | 10-034-9-2785-2600-730 | EQUIPMENT - MAINTENANCE-DO | | 244.94 | C Computer |
| 00042710 | CINDY CC MAY 20 | | Cindy CC May 2019 | 144.64 | |
| | 10-108-9-5420-1000-612 | SUPPLIES - TRUST LANDS-HES | | 144.64 | C Computer |
| 00042710 | CINDY CC MAY 20 | | Cindy CC May 2019 | 158.89 | |
| | 10-108-9-0050-1000-730 | EQUIPMENT - INSTRUCTION-HES | | 158.89 | C Computer |
| 00042710 | CINDY CC MAY 20 | | Cindy CC May 2019 | -158.89 | |
| | 10-108-9-0050-1000-730 | EQUIPMENT - INSTRUCTION-HES | | -158.89 | C Computer |
| 00042710 | CINDY CC MAY 20 | | Cindy CC May 2019 | 158.89 | |
| | 10-108-9-0050-1000-612 | SUPPLIES - INSTRUCTION-HES | | 158.89 | C Computer |
| 00042711 | TACEY CC MAY 20 | | Tacey CC Credit May 2019 | -12.40 | |
| | 10-112-9-5868-1000-612 | SUPPLIES - TEACHER LEGISLATIVE-LES | | -12.40 | C Computer |
| 00042712 | HEIDI CC MAY 20 | | Tacey CC Credit May 2019 | 337.95 | |
| | 10-704-9-5868-1000-612 | SUPPLIES - TEACHER LEGISLATIVE-WHS | | 337.95 | C Computer |
| 00042713 | JESSICA FFA MAY | | Jessica CC May 2019 | 1,805.26 | |
| | 21-704-9-0016-1000-890 | WHS FFA | | 1,805.26 | C Computer |
| 00042714 | ANDREA CC MAY 2 | | Andrea CC May 2019 | -100.00 | |
| | 10-034-9-0005-2230-580 | TRAVEL - TECHNOLOGY-DO | | -100.00 | C Computer |

| Check Key | Date Paid | Vendor No / Vendor Name | Amount Paid | Status | Status Description |
|--------------------------|--------------------------|-------------------------|------------------------------------|-----------|--------------------|
| Claim No | Invoice No | PO No | Description | Acct Amt. | |
| Account No / Description | | | | | |
| Bank No 01 | | | | | |
| 0100010973 | 06/26/19 | 4626 | Bank of America Credit Card | | |
| 00042714 | ANDREA CC MAY 2 | | Andrea CC May 2019 | 9.08 | |
| | 10-034-9-0005-2230-580 | | TRAVEL - TECHNOLOGY-DO | 9.08 | C Computer |
| 00042714 | ANDREA CC MAY 2 | | Andrea CC May 2019 | 8.86 | |
| | 10-034-9-0005-2230-650 | | TECH.SUPPLIES - TECHNOLOGY-DO | 8.86 | C Computer |
| 00042715 | LANCECCMAY2019 | | Lance CC May 2019 | 899.11 | |
| | 21-302-9-2020-1000-890 | | WMS Activities | 899.11 | C Computer |
| 00042716 | DIENACC MAY 201 | | Diena CC May 2019 | 57.00 | |
| | 10-034-9-1205-2400-580 | | TRAVEL - SPECIAL ED-DO | 57.00 | C Computer |
| 00042717 | JONICC MAY 2019 | | Joni CC May 2019 | 75.28 | |
| | 21-704-9-0137-1000-890 | | WHS FCCLA | 75.28 | C Computer |
| 00042717 | JONICC MAY 2019 | | Joni CC May 2019 | 35.35 | |
| | 21-704-9-6400-1000-612 | | WHS FCS Home Economics | 35.35 | C Computer |
| 00042717 | JONICC MAY 2019 | | Joni CC May 2019 | -35.35 | |
| | 21-704-9-6400-1000-612 | | WHS FCS Home Economics | -35.35 | C Computer |
| 00042717 | JONICC MAY 2019 | | Joni CC May 2019 | 35.35 | |
| | 10-704-9-6400-1000-612 | | SUPPLIES - HOME EC-WHS | 35.35 | C Computer |
| 00042717 | JONICC MAY 2019 | | Joni CC May 2019 | 234.66 | |
| | 21-704-9-6400-1000-612 | | WHS FCS Home Economics | 234.66 | C Computer |
| 00042717 | JONICC MAY 2019 | | Joni CC May 2019 | -234.66 | |
| | 21-704-9-6400-1000-612 | | WHS FCS Home Economics | -234.66 | C Computer |
| 00042717 | JONICC MAY 2019 | | Joni CC May 2019 | 234.66 | |
| | 10-704-9-6400-1000-612 | | SUPPLIES - HOME EC-WHS | 234.66 | C Computer |
| 00042717 | JONICC MAY 2019 | | Joni CC May 2019 | 37.99 | |
| | 21-704-9-0182-1000-890 | | WHS Choir | 37.99 | C Computer |
| 00042717 | JONICC MAY 2019 | | Joni CC May 2019 | 24.99 | |
| | 21-704-9-0182-1000-890 | | WHS Choir | 24.99 | C Computer |
| 00042717 | JONICC MAY 2019 | | Joni CC May 2019 | 125.23 | |
| | 21-704-9-3602-1000-890 | | WHS Senior Class | 125.23 | C Computer |
| 00042718 | JenniferCCMay19 19001219 | | | 67.53 | |
| | 10-302-9-6001-1000-612 | | SUPPLIES - CCA BUSINESS-WMS | 67.53 | C Computer |
| 00042718 | JenniferCCMay19 19001219 | | | 177.52 | |
| | 21-302-9-2020-1000-890 | | WMS Activities | 177.52 | C Computer |
| 00042719 | JenniferCCMay20 19001134 | | | 214.20 | |
| | 10-302-9-5868-1000-612 | | SUPPLIES - TEACHER LEGISLATIVE-WMS | 214.20 | C Computer |
| 00042720 | CherieMay2019 19001210 | | | 23.78 | |
| | 10-112-9-0050-2400-580 | | TRAVEL - PRINCIPAL-LES | 23.78 | C Computer |
| 00042720 | CherieMay2019 19001210 | | | 68.24 | |
| | 21-112-9-2001-1000-890 | | LES General Fund | 68.24 | C Computer |
| 00042721 | KristinCCMay19 19001228 | | | 9.99 | |
| | 10-704-9-5420-1000-612 | | SUPPLIES - TRUST LANDS-WHS | 9.99 | C Computer |
| 00042721 | KristinCCMay19 19001228 | | | 3,134.56 | |
| | 21-704-9-0244-1000-890 | | WHS Track | 3,134.56 | C Computer |
| 00042721 | KristinCCMay19 19001228 | | | 112.12 | |
| | 21-704-9-2001-1000-890 | | WHS General Fund | 112.12 | C Computer |

| Check Key | Date Paid | Vendor No / Vendor Name | | | | |
|--------------------------|-----------------|-------------------------|------------------------------------|------------------|--------|--------------------|
| Claim No | Invoice No | PO No | Description | Amount Paid | | |
| Account No / Description | | | | Acct Amt. | Status | Status Description |
| Bank No 01 | | | | | | |
| 0100010973 | 06/26/19 | 4626 | Bank of America Credit Card | | | |
| 00042722 | HeatherCCMay19 | 19001191 | | 10.69 | | |
| 10-034-9-0005-2310-890 | | | MISCELLANEOUS - BOARD | 10.69 | C | Computer |
| 00042722 | HeatherCCMay19 | 19001191 | | 213.03 | | |
| 10-034-9-0005-2500-580 | | | TRAVEL - BUSINESS ADMIN | 213.03 | C | Computer |
| 00042722 | HeatherCCMay19 | 19001191 | | 56.88 | | |
| 10-034-9-1205-2400-580 | | | TRAVEL - SPECIAL ED-DO | 56.88 | C | Computer |
| 00042722 | HeatherCCMay19 | 19001191 | | 9.98 | | |
| 10-034-9-2785-2600-890 | | | MISCELLANEOUS - MAINTENANCE-DO | 9.98 | C | Computer |
| 00042723 | TaceyCCMay19 | 19001216 | | 785.65 | | |
| 10-112-9-0050-2220-644 | | | LIBRARY BOOKS - LES | 785.65 | C | Computer |
| 00042723 | TaceyCCMay19 | 19001216 | | 241.67 | | |
| 10-112-9-1205-1000-612 | | | SUPPLIES - SPECIAL ED-LES | 241.67 | C | Computer |
| 00042723 | TaceyCCMay19 | 19001216 | | 140.41 | | |
| 10-112-9-5810-2220-644 | | | LIBRARY BOOKS - LEGISLATIVE-LES | 140.41 | C | Computer |
| 00042723 | TaceyCCMay19 | 19001216 | | 325.73 | | |
| 10-112-9-5868-1000-612 | | | SUPPLIES - TEACHER LEGISLATIVE-LES | 325.73 | C | Computer |
| 00042723 | TaceyCCMay19 | 19001216 | | 1,393.62 | | |
| 21-112-9-2001-1000-890 | | | LES General Fund | 1,393.62 | C | Computer |
| 00042723 | TaceyCCMay19 | 19001216 | | 280.33 | | |
| 21-112-9-2002-1000-890 | | | LES Teacher Fund | 280.33 | C | Computer |
| 00042723 | TaceyCCMay19 | 19001216 | | 74.55 | | |
| 21-112-9-2003-1000-890 | | | LES Boxtops | 74.55 | C | Computer |
| 00042723 | TaceyCCMay19 | 19001216 | | 258.51 | | |
| 21-112-9-2004-1000-612 | | | LES Playground Supplies | 258.51 | C | Computer |
| 00042724 | HeidiCCMay19 | 19001018 | | 2,118.71 | | |
| 10-704-9-0050-1000-641 | | | BOOKS AND PERIODICALS - WHS | 2,118.71 | C | Computer |
| | | | Total Check: | 15,070.49 | | |
| 0100010974 | 06/26/19 | 7463 | CENGAGE LEARNING INC | | | |
| 00042725 | PriceQt3288186 | 19000352 | | 3,500.00 | | |
| 10-302-9-7860-1000-340 | | | PROF.SERVICES - TITLE IIA-WMS | 3,500.00 | C | Computer |
| | | | Total Check: | 3,500.00 | | |
| 0100010975 | 06/26/19 | 55242 | EAI EDUCATION/ERIC ARMI INC | | | |
| 00042726 | INV0941075 | 19001154 | | 39.43 | | |
| 10-302-9-5868-1000-612 | | | SUPPLIES - TEACHER LEGISLATIVE-WMS | 39.43 | C | Computer |
| | | | Total Check: | 39.43 | | |
| 0100010976 | 06/26/19 | 303548 | GARKANE ENERGY | | | |
| 00042727 | June 2019 Bill | | D.O Office Bldg. | 48.68 | | |
| 10-034-9-2785-2600-622 | | | ELECTRICITY-DO | 48.68 | C | Computer |
| 00042727 | June 2019 Bill | | Hanksville Elem. | 428.22 | | |
| 10-108-9-2785-2600-622 | | | ELECTRICITY-HES | 428.22 | C | Computer |
| 00042727 | June 2019 Bill | | Loa Elementary | 1,133.60 | | |
| 10-112-9-2785-2600-622 | | | ELECTRICITY-LES | 1,133.60 | C | Computer |
| 00042727 | June 2019 Bill | | Wayne High School | 1,801.84 | | |
| 10-704-9-2785-2600-622 | | | ELECTRICITY-WHS | 1,801.84 | C | Computer |

Wayne School District
 A/P Detail Check Register

| Check Key | Date Paid | Vendor No / Vendor Name | | | | |
|--------------------------|-----------------|-------------------------|--|-----------------|--------|--------------------|
| Claim No | Invoice No | PO No | Description | Amount Paid | | |
| Account No / Description | | | | Acct Amt. | Status | Status Description |
| Bank No 01 | | | | | | |
| 0100010976 | 06/26/19 | 303548 | GARKANE ENERGY | | | |
| 00042727 | June 2019 Bill | | Rental House | 35.00 | | |
| 10-034-9-2785-2600-622 | | | ELECTRICITY-DO | 35.00 | C | Computer |
| 00042727 | June 2019 Bill | | Hanksville Water Pump | 39.36 | | |
| 10-108-9-2785-2600-622 | | | ELECTRICITY-HES | 39.36 | C | Computer |
| 00042727 | June 2019 Bill | | W.H.S. Shop | 299.75 | | |
| 10-704-9-2785-2600-622 | | | ELECTRICITY-WHS | 299.75 | C | Computer |
| 00042727 | June 2019 Bill | | Old Thurber | 180.67 | | |
| 10-034-9-2785-2600-622 | | | ELECTRICITY-DO | 180.67 | C | Computer |
| 00042727 | June 2019 Bill | | Middle School Gym | 902.17 | | |
| 10-302-9-2785-2600-622 | | | ELECTRICITY-WMS | 902.17 | C | Computer |
| Total Check: | | | | 4,869.29 | | |
| 0100010977 | 06/26/19 | 455050 | JACKSON EXCAVATION INC | | | |
| 00042728 | 9078 | 19001221 | | 265.20 | | |
| 10-034-9-2785-2630-680 | | | GROUNDS MAINT AND SUPPLIES-DO | 265.20 | C | Computer |
| 00042728 | 9078 | 19001221 | | 792.20 | | |
| 10-302-9-2785-2630-680 | | | GROUNDS MAINT AND SUPPLIES-WMS | 792.20 | C | Computer |
| 00042728 | 9078 | 19001221 | | 790.50 | | |
| 10-704-9-2785-2630-680 | | | GROUNDS MAINT AND SUPPLIES-WHS | 790.50 | C | Computer |
| Total Check: | | | | 1,847.90 | | |
| 0100010978 | 06/26/19 | 7935 | Leslie J Ogden | | | |
| 00042729 | InLieuMay2019 | 19001225 | Transportation Reimb Hwy24NotomJnct | 268.74 | | |
| 10-555-9-5315-2700-515 | | | IN LIEU OF TRANSPORTATION | 268.74 | C | Computer |
| Total Check: | | | | 268.74 | | |
| 0100010979 | 06/26/19 | 926255 | WAYNE COMM HEALTH CENTER | | | |
| 00042733 | 72789 | 19001222 | | 22.11 | | |
| 10-302-9-0050-1000-340 | | | PROFESSIONAL SERVICES - WMS | 22.11 | C | Computer |
| 00042733 | 72789 | 19001222 | | 12.89 | | |
| 10-704-9-0050-1000-340 | | | PROFESSIONAL SERVICES - WHS | 12.89 | C | Computer |
| 00042730 | 72765 | 19001222 | | 37.89 | | |
| 10-302-9-0050-1000-340 | | | PROFESSIONAL SERVICES - WMS | 37.89 | C | Computer |
| 00042735 | 72765 | 19001222 | | 22.11 | | |
| 10-704-9-0050-1000-340 | | | PROFESSIONAL SERVICES - WHS | 22.11 | C | Computer |
| 00042736 | 72990 | 19001227 | | 20.00 | | |
| 10-112-9-1205-1000-340 | | | PROFESSIONAL SERVICES - SPECIAL ED-LES | 20.00 | C | Computer |
| 00042736 | 72990 | 19001227 | | 10.00 | | |
| 10-302-9-0050-1000-340 | | | PROFESSIONAL SERVICES - WMS | 10.00 | C | Computer |
| 00042736 | 72990 | 19001227 | | 10.00 | | |
| 10-704-9-0050-1000-340 | | | PROFESSIONAL SERVICES - WHS | 10.00 | C | Computer |
| 00042736 | 72990 | 19001227 | | 20.00 | | |
| 10-704-9-1205-1000-340 | | | PROFESSIONAL SERVICES - SPECIAL ED-WHS | 20.00 | C | Computer |
| 00042737 | 72978 | 19001227 | | 20.00 | | |
| 10-112-9-1205-1000-340 | | | PROFESSIONAL SERVICES - SPECIAL ED-LES | 20.00 | C | Computer |
| 00042737 | 72978 | 19001227 | | 10.00 | | |
| 10-302-9-0050-1000-340 | | | PROFESSIONAL SERVICES - WMS | 10.00 | C | Computer |

Wayne School District
 A/P Detail Check Register

| Check Key | Date Paid | Vendor No / Vendor Name | | Amount Paid | Status | Status Description |
|--------------------------|------------------------|-------------------------|--|---------------|--------|--------------------|
| Claim No | Invoice No | PO No | Description | Acct Amt. | | |
| Account No / Description | | | | | | |
| Bank No 01 | | | | | | |
| 0100010979 | 06/26/19 | 926255 | WAYNE COMM HEALTH CENTER | | | |
| 00042737 | 72978 | 19001227 | | 10.00 | | |
| | 10-704-9-0050-1000-340 | | PROFESSIONAL SERVICES - WHS | 10.00 | C | Computer |
| 00042737 | 72978 | 19001227 | | 20.00 | | |
| | 10-704-9-1205-1000-340 | | PROFESSIONAL SERVICES - SPECIAL ED-WHS | 20.00 | C | Computer |
| 00042738 | 73458 | 19001227 | | 20.00 | | |
| | 10-112-9-1205-1000-340 | | PROFESSIONAL SERVICES - SPECIAL ED-LES | 20.00 | C | Computer |
| 00042738 | 73458 | 19001227 | | 10.00 | | |
| | 10-302-9-0050-1000-340 | | PROFESSIONAL SERVICES - WMS | 10.00 | C | Computer |
| 00042738 | 73458 | 19001227 | | 10.00 | | |
| | 10-704-9-0050-1000-340 | | PROFESSIONAL SERVICES - WHS | 10.00 | C | Computer |
| 00042738 | 73458 | 19001227 | | 20.00 | | |
| | 10-704-9-1205-1000-340 | | PROFESSIONAL SERVICES - SPECIAL ED-WHS | 20.00 | C | Computer |
| 00042739 | 73468 | 19001227 | | 20.00 | | |
| | 10-112-9-1205-1000-340 | | PROFESSIONAL SERVICES - SPECIAL ED-LES | 20.00 | C | Computer |
| 00042739 | 73468 | 19001227 | | 10.00 | | |
| | 10-302-9-0050-1000-340 | | PROFESSIONAL SERVICES - WMS | 10.00 | C | Computer |
| 00042739 | 73468 | 19001227 | | 10.00 | | |
| | 10-704-9-0050-1000-340 | | PROFESSIONAL SERVICES - WHS | 10.00 | C | Computer |
| 00042739 | 73468 | 19001227 | | 20.00 | | |
| | 10-704-9-1205-1000-340 | | PROFESSIONAL SERVICES - SPECIAL ED-WHS | 20.00 | C | Computer |
| 00042732 | 73618 | 19001227 | | 20.00 | | |
| | 10-112-9-1205-1000-340 | | PROFESSIONAL SERVICES - SPECIAL ED-LES | 20.00 | C | Computer |
| 00042732 | 73618 | 19001227 | | 10.00 | | |
| | 10-302-9-0050-1000-340 | | PROFESSIONAL SERVICES - WMS | 10.00 | C | Computer |
| 00042732 | 73618 | 19001227 | | 10.00 | | |
| | 10-704-9-0050-1000-340 | | PROFESSIONAL SERVICES - WHS | 10.00 | C | Computer |
| 00042732 | 73618 | 19001227 | | 20.00 | | |
| | 10-704-9-1205-1000-340 | | PROFESSIONAL SERVICES - SPECIAL ED-WHS | 20.00 | C | Computer |
| 00042731 | 73659 | 19001227 | | 20.00 | | |
| | 10-112-9-1205-1000-340 | | PROFESSIONAL SERVICES - SPECIAL ED-LES | 20.00 | C | Computer |
| 00042731 | 73659 | 19001227 | | 10.00 | | |
| | 10-302-9-0050-1000-340 | | PROFESSIONAL SERVICES - WMS | 10.00 | C | Computer |
| 00042734 | 73659 | 19001227 | | 10.00 | | |
| | 10-704-9-0050-1000-340 | | PROFESSIONAL SERVICES - WHS | 10.00 | C | Computer |
| 00042731 | 73659 | 19001227 | | 20.00 | | |
| | 10-704-9-1205-1000-340 | | PROFESSIONAL SERVICES - SPECIAL ED-WHS | 20.00 | C | Computer |
| Total Check: | | | | 455.00 | | |
| 0100010980 | 06/26/19 | 926218 | WAYNE COUNTY LANDFILL | | | |
| 00042740 | DMPFEE2QTR2019 | | Dump Fee 2nd Qtr 2019 | 234.00 | | |
| | 10-112-9-2785-2600-410 | | UTILITIES-LES | 234.00 | C | Computer |
| 00042740 | DMPFEE2QTR2019 | | Dump Fee 2nd Qtr 2019 | 112.50 | | |
| | 10-112-9-2785-2600-410 | | UTILITIES-LES | 112.50 | C | Computer |
| 00042740 | DMPFEE2QTR2019 | | Dump Fee 2nd Qtr 2019 | 72.00 | | |
| | 10-704-9-2785-2600-410 | | UTILITIES-WHS | 72.00 | C | Computer |

Wayne School District
 A/P Detail Check Register

| Check Key | Date Paid | Vendor No / Vendor Name | Amount Paid | Status | Status Description |
|--------------------------|----------------|-------------------------|--|-------------------|--------------------|
| Claim No | Invoice No | PO No | Description | Acct Amt. | |
| Account No / Description | | | | | |
| Bank No 01 | | | | | |
| 0100010980 | 06/26/19 | 926218 | WAYNE COUNTY LANDFILL | | |
| 00042740 | DMPFEE2QTR2019 | | Dump Fee 2nd Qtr 2019 | 288.00 | |
| 10-034-9-2785-2600-410 | | | UTILITIES-DO | 288.00 | C Computer |
| 00042740 | DMPFEE2QTR2019 | | Dump Fee 2nd Qtr 2019 | 270.00 | |
| 10-034-9-2785-2600-410 | | | UTILITIES-DO | 270.00 | C Computer |
| 00042740 | DMPFEE2QTR2019 | | Dump Fee 2nd Qtr 2019 | 234.00 | |
| 10-034-9-2785-2600-410 | | | UTILITIES-DO | 234.00 | C Computer |
| 00042740 | DMPFEE2QTR2019 | | Dump Fee 2nd Qtr 2019 | 112.50 | |
| 10-034-9-2785-2600-410 | | | UTILITIES-DO | 112.50 | C Computer |
| 00042740 | DMPFEE2QTR2019 | | Dump Fee 2nd Qtr 2019 | 180.00 | |
| 10-108-9-2785-2600-410 | | | UTILITIES-HES | 180.00 | C Computer |
| | | | Total Check: | 1,503.00 | |
| | | | Total Bank: | 445,637.94 | |
| Bank No 11 | | | | | |
| 1100000126 | 06/17/19 | 39477 | ANDERSON KERRY | | |
| 00042593 | 06172019_3 | 19001184 | Meal Reimb State Track May 2019 | 17.40 | |
| 10-555-9-5315-2700-580 | | | TRAVEL - BUS DRIVERS | 17.40 | A ACH |
| | | | Total Check: | 17.40 | |
| 1100000127 | 06/17/19 | 136602 | CHAPPELL CORAL | | |
| 00042594 | 06172019_4 | 19001212 | Mileage Reimb. April 25 & June 12,19 | 40.88 | |
| 10-034-9-0005-2590-580 | | | TRAVEL - CLERICAL STAFF | 40.88 | A ACH |
| 00042594 | 06172019_4 | 19001212 | | 50.40 | |
| 51-034-9-8001-3100-580 | | | TRAVEL - SCHOOL LUNCH-DO | 50.40 | A ACH |
| | | | Total Check: | 91.28 | |
| 1100000128 | 06/17/19 | 942581 | CINDY J. WILKINS | | |
| 00042595 | 06-17-2019_1 | | Reimb for Travel & Meals 8-14-2018 | 108.84 | |
| 10-108-9-0050-2400-580 | | | TRAVEL - PRINCIPAL-HES | 108.84 | A ACH |
| | | | Total Check: | 108.84 | |
| 1100000129 | 06/17/19 | 4839 | Dwight Ellett | | |
| 00042596 | 06-17-2019_2 | | Meal Reimb. 4-26-2017 Salem Ut. | 14.11 | |
| 10-555-9-5315-2700-580 | | | TRAVEL - BUS DRIVERS | 14.11 | A ACH |
| 00042597 | 06172019_5 | 19001213 | Meal Reimb. May & June 2019 | 80.44 | |
| 10-555-9-5315-2700-580 | | | TRAVEL - BUS DRIVERS | 80.44 | A ACH |
| | | | Total Check: | 94.55 | |
| | | | Total Bank: | 312.07 | |
| | | | Total Computer Checks (Including Voids) | 445,637.94 | |
| | | | Total Manual Checks (Including Voids) | .00 | |
| | | | Total ACH Checks (Including Voids) | 312.07 | |
| | | | Total Other Checks (Including Voids) | .00 | |
| | | | Total Electronic Checks (Including Voids) | .00 | |
| | | | Total Computer Voids | .00 | |
| | | | Total Manual Voids | .00 | |
| | | | Total ACH Voids | .00 | |
| | | | Total Other Voids | .00 | |
| | | | Total Electronic Voids | .00 | |
| | | | Grand Total: | 445,950.01 | |

Wayne School District
A/P Detail Check Register

| <u>Check Key</u> | <u>Date Paid</u> | <u>Vendor No / Vendor Name</u> | | | <u>Amount Paid</u> | | |
|---------------------------------|-------------------|--------------------------------|--------------------|--|--------------------|---------------|---------------------------|
| <u>Claim No</u> | <u>Invoice No</u> | <u>PO No</u> | <u>Description</u> | | | <u>Status</u> | <u>Status Description</u> |
| <u>Account No / Description</u> | | | | | <u>Acct Amt.</u> | | |
| Number of Checks: | | | | | 112 | | |



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x•‡...@ð÷-†@ñð

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x-ç£%•‡ã™••ç•f£%—•ç

Table with 3 columns: Å•£... Å•£... Ä...çf™%—£%— and Û...†...™.Öf™...™. Á"–•£. Rows contain various symbols and characters.

ÆÄxãÀÓÓk@ÄÓUÀO
Äff-•£@Ö"™z@ùøòð@

Table with 3 columns: x™f•ç...ç@••, @Ö£...™@Ä™™†...ç and ÆÄxãÀÓÓk@ÄÓUÀO. Rows contain various symbols and characters.

ÆÄÈÄèk@ÑÓÈÖ
Äff-•£@Ö"™z@øðóð@

Table with 3 columns: x™f•ç...ç@••, @Ö£...™@Ä™™†...ç and ÆÄÈÄèk@ÑÓÈÖ. Rows contain various symbols and characters.

ÆÈÖÖÖÖUÄk@OUÈãÈÖ
Äff-•£@Ö"™z@øðñ@

Table with 3 columns: x™f•ç...ç@••, @Ö£...™@Ä™™†...ç and ÆÈÖÖÖÖUÄk@OUÈãÈÖ. Rows contain various symbols and characters.

Wayne School District

For 07/01/18 - 06/30/19

Income Statement

FPROF01A

Periods 00 - 13

GENERAL FUNDS

10-G

| Account No/ Description | Adjusted Budget | Encumbrance | Actual Period | Actual YTD | Available Balance | Percent |
|--|---------------------|-------------|---------------------|---------------------|--------------------|---------------|
| 81 Revenues | | | | | | |
| 10-034-9-5310-3200-999 STATE MSP - FLEXIBLE ALLOCATION-WPU | 96,211.00 | .00 | 96,723.47 | 96,723.47 | -512.47 | 100.53 |
| 10-034-9-5455-3600-999 STATE MSP - VOTED LOCAL LEVY GUARANTEE | 156,668.72 | .00 | 156,668.72 | 156,668.72 | .00 | 100.00 |
| 10-034-9-5460-3600-999 STATE MSP - BOARD LOCAL LEVY GUARANTEE | 40,822.11 | .00 | 47,227.68 | 47,227.68 | -6,405.57 | 115.69 |
| 10-034-9-7380-4300-999 FEDERAL - ERATE | 15,800.00 | .00 | 15,859.94 | 15,859.94 | -59.94 | 100.38 |
| 10-034-9-7390-4100-999 FEDERAL - SECURE RURAL SCHOOLS | 81,100.00 | .00 | 81,105.13 | 81,105.13 | -5.13 | 100.01 |
| 10-034-9-7699-4100-999 FEDERAL - RURAL SCHOOLS ACHIEVEMENT | 29,250.00 | .00 | 29,258.00 | 29,258.00 | -8.00 | 100.03 |
| 10-030-9-9999-1110-999 PROPERTY TAX | -126,270.00 | .00 | .00 | .00 | -126,270.00 | .00 |
| 10-030-9-9999-1114-999 PROPERTY TAX | -161,087.00 | .00 | .00 | .00 | -161,087.00 | .00 |
| 10-034-9-9999-1110-999 PROPERTY TAX-BASIC | 562,900.00 | .00 | 551,361.84 | 551,361.84 | 11,538.16 | 97.95 |
| 10-034-9-9999-1111-999 PROPERTY TAX REDEMPT-BASIC | 20,200.00 | .00 | 5,585.25 | 5,585.25 | 14,614.75 | 27.65 |
| 10-034-9-9999-1112-999 PROPERTY TAX-VOTED LEVY | 466,300.00 | .00 | 456,710.98 | 456,710.98 | 9,589.02 | 97.94 |
| 10-034-9-9999-1113-999 PROPERTY TAX REDEMPT-VOTED LEVY | 17,169.24 | .00 | 4,626.45 | 4,626.45 | 12,542.79 | 26.95 |
| 10-034-9-9999-1114-999 PROPERTY TAX-BOARD LEVY | 135,200.00 | .00 | 132,380.19 | 132,380.19 | 2,819.81 | 97.91 |
| 10-034-9-9999-1115-999 PROPERTY TAX REDEMPT-BOARD LEVY | 4,100.00 | .00 | 1,341.00 | 1,341.00 | 2,759.00 | 32.71 |
| 10-034-9-9999-1160-999 PROPERTY TAX-FILT-BASIC | 73,500.00 | .00 | 44,523.47 | 44,523.47 | 28,976.53 | 60.58 |
| 10-034-9-9999-1162-999 PROPERTY TAX-FILT-VOTED LEVY | 60,800.00 | .00 | 36,880.23 | 36,880.23 | 23,919.77 | 60.66 |
| 10-034-9-9999-1164-999 PROPERTY TAX-FILT-BOARD LEVY | 17,600.00 | .00 | 10,689.95 | 10,689.95 | 6,910.05 | 60.74 |
| 10-034-9-9999-1510-999 LOCAL - INTEREST | 75,000.00 | .00 | 86,777.12 | 86,777.12 | -11,777.12 | 115.70 |
| 10-034-9-9999-1980-999 OTHER MISC. REVENUE | .00 | .00 | .00 | .00 | .00 | .00 |
| 10-034-9-9999-1990-999 LOCAL - MISC. REVENUES | 43,504.00 | .00 | 62,315.43 | 62,315.43 | -18,811.43 | 143.24 |
| 10-034-9-9999-3010-999 STATE MSP - K-12 | 767,473.74 | .00 | 765,585.74 | 765,585.74 | 1,888.00 | 99.75 |
| 10-034-9-9999-3015-999 STATE MSP - NEC. EXISTENT SMALL SCHOOLS | 1,238,871.00 | .00 | 1,238,871.04 | 1,238,871.04 | -.04 | 100.00 |
| 10-034-9-9999-3020-999 STATE MSP - PROFESSIONAL STAFF | 258,641.19 | .00 | 258,641.19 | 258,641.19 | .00 | 100.00 |
| 10-034-9-9999-3025-999 STATE MSP - ADMIN COSTS | 322,525.00 | .00 | 322,525.00 | 322,525.00 | .00 | 100.00 |
| 81 Revenues | 4,196,279.00 | .00 | 4,405,657.82 | 4,405,657.82 | -209,378.82 | 104.99 |
| 91 Expenditures | | | | | | |
| 10-034-9-0005-2230-184 Salaries - Technology | 72,820.00 | .00 | 66,941.03 | 66,941.03 | 5,878.97 | 91.93 |
| 10-034-9-0005-2230-210 State Retirement | 11,400.00 | .00 | 10,360.24 | 10,360.24 | 1,039.76 | 90.88 |
| 10-034-9-0005-2230-220 FICA Payroll Taxes | 6,500.00 | .00 | 5,079.69 | 5,079.69 | 1,420.31 | 78.15 |
| 10-034-9-0005-2230-240 Insurance Benefits | 23,800.00 | .00 | 23,192.00 | 23,192.00 | 608.00 | 97.45 |
| 10-034-9-0005-2230-270 Workers Compensation Insurance | 510.00 | .00 | 508.00 | 508.00 | 2.00 | 99.61 |

Wayne School District

For 07/01/18 - 06/30/19

Income Statement

FPROF01A

Periods 00 - 13

GENERAL FUNDS

10-G

| Account No/ Description | Adjusted Budget | Encumbrance | Actual Period | Actual YTD | Available Balance | Percent |
|---|-----------------|-------------|---------------|------------|-------------------|---------|
| 91 Expenditures | | | | | | |
| 10-034-9-0005-2230-310 ADMIN.SERVICES - TECHNOLOGY-DO | 8,000.00 | .00 | 7,177.64 | 7,177.64 | 822.36 | 89.72 |
| 10-034-9-0005-2230-580 TRAVEL - TECHNOLOGY-DO | 4,500.00 | .00 | 2,931.57 | 2,931.57 | 1,568.43 | 65.15 |
| 10-034-9-0005-2230-610 SUPPLIES - TECHNOLOGY-DO | 500.00 | .00 | 275.18 | 275.18 | 224.82 | 55.04 |
| 10-034-9-0005-2230-650 TECH.SUPPLIES - TECHNOLOGY-DO | 5,000.00 | .00 | 4,932.32 | 4,932.32 | 67.68 | 98.65 |
| 10-034-9-0005-2230-670 SOFTWARE - TECHNOLOGY-DO | 17,000.00 | .00 | 12,581.70 | 12,581.70 | 4,418.30 | 74.01 |
| 10-034-9-0005-2230-730 EQUIPMENT - TECHNOLOGY-DO | 3,000.00 | .00 | 2,992.90 | 2,992.90 | 7.10 | 99.76 |
| 10-034-9-0005-2310-111 Salaries - Board Members | 27,400.00 | .00 | 26,448.00 | 26,448.00 | 952.00 | 96.53 |
| 10-034-9-0005-2310-220 FICA Payroll Taxes | 2,100.00 | .00 | 2,002.72 | 2,002.72 | 97.28 | 95.37 |
| 10-034-9-0005-2310-240 Insurance Benefits | 87,400.00 | .00 | 86,668.00 | 86,668.00 | 732.00 | 99.16 |
| 10-034-9-0005-2310-270 Workers Compensation Insurance | 180.00 | .00 | 166.00 | 166.00 | 14.00 | 92.22 |
| 10-034-9-0005-2310-310 ADMIN.SERVICES - BOARD | 500.00 | .00 | .00 | .00 | 500.00 | .00 |
| 10-034-9-0005-2310-580 TRAVEL - BOARD | 15,000.00 | .00 | 10,241.54 | 10,241.54 | 4,758.46 | 68.28 |
| 10-034-9-0005-2310-810 DUES AND FEES - BOARD | 2,500.00 | .00 | 2,291.00 | 2,291.00 | 209.00 | 91.64 |
| 10-034-9-0005-2310-890 MISCELLANEOUS - BOARD | 2,500.00 | .00 | 1,172.40 | 1,172.40 | 1,327.60 | 46.90 |
| 10-034-9-0005-2316-340 PROF.SERVICES - AUDIT | 15,500.00 | .00 | 14,400.00 | 14,400.00 | 1,100.00 | 92.90 |
| 10-034-9-0005-2320-112 Salaries - Superintendent | 74,750.00 | .00 | 74,685.62 | 74,685.62 | 64.38 | 99.91 |
| 10-034-9-0005-2320-210 State Retirement | 15,360.00 | .00 | 15,112.19 | 15,112.19 | 247.81 | 98.39 |
| 10-034-9-0005-2320-220 FICA Payroll Taxes | 5,750.00 | .00 | 5,713.51 | 5,713.51 | 36.49 | 99.37 |
| 10-034-9-0005-2320-240 Insurance Benefits | 500.00 | .00 | .00 | .00 | 500.00 | .00 |

Wayne School District

For 07/01/18 - 06/30/19

Income Statement

FPROF01A

Periods 00 - 13

GENERAL FUNDS

10-G

| Account No/ Description | Adjusted Budget | Encumbrance | Actual Period | Actual YTD | Available Balance | Percent |
|--|-----------------|-------------|---------------|------------|-------------------|---------|
| 91 Expenditures | | | | | | |
| 10-034-9-0005-2320-270 Workers Compensation Insurance | 500.00 | .00 | 524.00 | 524.00 | -24.00 | 104.80 |
| 10-034-9-0005-2320-310 PROF.SERVICES - EXECUTIVE ADMIN | 3,500.00 | .00 | 716.39 | 716.39 | 2,783.61 | 20.47 |
| 10-034-9-0005-2320-540 ADVERTISING - PUBLIC NOTICES | 7,000.00 | 581.50 | 3,293.55 | 3,293.55 | 3,124.95 | 55.36 |
| 10-034-9-0005-2320-580 TRAVEL - SUPERINTENDENT | 6,000.00 | .00 | 3,626.89 | 3,626.89 | 2,373.11 | 60.45 |
| 10-034-9-0005-2320-610 SUPPLIES - SUPERINTENDENT | 4,000.00 | 593.38 | 3,364.14 | 3,364.14 | 42.48 | 98.94 |
| 10-034-9-0005-2320-810 DUES AND FEES - SUPERINTENDENT | 2,100.00 | .00 | 1,936.00 | 1,936.00 | 164.00 | 92.19 |
| 10-034-9-0005-2320-890 MISCELLANEOUS - EXECUTIVE ADMIN | 1,500.00 | .00 | 783.72 | 783.72 | 716.28 | 52.25 |
| 10-034-9-0005-2500-114 Salaries - Business Administrator | 72,550.00 | .00 | 72,541.42 | 72,541.42 | 8.58 | 99.99 |
| 10-034-9-0005-2500-210 State Retirement | 15,410.00 | .00 | 14,522.80 | 14,522.80 | 887.20 | 94.24 |
| 10-034-9-0005-2500-220 FICA Payroll Taxes | 5,900.00 | .00 | 5,410.81 | 5,410.81 | 489.19 | 91.71 |
| 10-034-9-0005-2500-240 Insurance Benefits | 24,000.00 | .00 | 23,192.00 | 23,192.00 | 808.00 | 96.63 |
| 10-034-9-0005-2500-270 Workers Compensation Insurance | 500.00 | .00 | 462.00 | 462.00 | 38.00 | 92.40 |
| 10-034-9-0005-2500-290 Other Employee Benefits - Wellness Init | 2,937.00 | .00 | 2,743.71 | 2,743.71 | 193.29 | 93.42 |
| 10-034-9-0005-2500-291 Other Employee Benefits - Misc. | .00 | .00 | 200.00 | 200.00 | -200.00 | .00 |
| 10-034-9-0005-2500-340 PROF.SERV - HIRING AND STAFFING | 4,000.00 | .00 | 3,701.86 | 3,701.86 | 298.14 | 92.55 |
| 10-034-9-0005-2500-349 LEGAL SERVICES - SUPPORT SERVICES | 8,000.00 | .00 | 459.00 | 459.00 | 7,541.00 | 5.74 |
| 10-034-9-0005-2500-580 TRAVEL - BUSINESS ADMIN | 3,000.00 | .00 | 2,871.71 | 2,871.71 | 128.29 | 95.72 |
| 10-034-9-0005-2500-610 SUPPLIES - DO STAFF | 3,000.00 | 32.83 | 2,830.56 | 2,830.56 | 136.61 | 95.45 |
| 10-034-9-0005-2500-670 SOFTWARE - BUSINESS ADMIN | 9,000.00 | .00 | 6,693.42 | 6,693.42 | 2,306.58 | 74.37 |

Wayne School District

For 07/01/18 - 06/30/19

Income Statement

FPROF01A

Periods 00 - 13

GENERAL FUNDS

10-G

| Account No/ Description | Adjusted Budget | Encumbrance | Actual Period | Actual YTD | Available Balance | Percent |
|---|-----------------|-------------|---------------|------------|-------------------|---------|
| 91 Expenditures | | | | | | |
| 10-034-9-0005-2500-810 DUES AND FEES - BUSINESS ADMINISTRATOR | 1,000.00 | .00 | 656.00 | 656.00 | 344.00 | 65.60 |
| 10-034-9-0005-2500-890 MISCELLANEOUS - BUSINESS ADMIN | 1,500.00 | .00 | 74.35 | 74.35 | 1,425.65 | 4.96 |
| 10-034-9-0005-2590-152 Salaries - Clerical | 54,100.00 | .00 | 54,214.09 | 54,214.09 | -114.09 | 100.21 |
| 10-034-9-0005-2590-210 State Retirement | 12,060.00 | .00 | 12,020.28 | 12,020.28 | 39.72 | 99.67 |
| 10-034-9-0005-2590-220 FICA Payroll Taxes | 4,200.00 | .00 | 4,147.31 | 4,147.31 | 52.69 | 98.75 |
| 10-034-9-0005-2590-240 Insurance Benefits | 18,600.00 | .00 | 18,093.17 | 18,093.17 | 506.83 | 97.28 |
| 10-034-9-0005-2590-270 Workers Compensation Insurance | 330.00 | .00 | 320.00 | 320.00 | 10.00 | 96.97 |
| 10-034-9-0005-2590-550 PRINTING - DO | 3,000.00 | 1,093.05 | 1,269.86 | 1,269.86 | 637.09 | 78.76 |
| 10-034-9-0005-2590-580 TRAVEL - CLERICAL STAFF | 600.00 | .00 | 273.92 | 273.92 | 326.08 | 45.65 |
| 10-034-9-0005-2590-610 SUPPLIES - SUPPORT SERVICES | 500.00 | 24.43 | 135.00 | 135.00 | 340.57 | 31.89 |
| 10-034-9-0005-2590-890 MISCELLANEOUS - SUPPORT SERVICES | 500.00 | .00 | 45.00 | 45.00 | 455.00 | 9.00 |
| 10-108-9-0050-1000-131 Salaries - Teachers | 56,350.00 | .00 | 55,563.80 | 55,563.80 | 786.20 | 98.60 |
| 10-112-9-0050-1000-131 Salaries - Teachers | 336,250.00 | .00 | 318,135.83 | 318,135.83 | 18,114.17 | 94.61 |
| 10-302-9-0050-1000-131 Salaries - Teachers | 340,555.00 | .00 | 333,311.95 | 333,311.95 | 7,243.05 | 97.87 |
| 10-704-9-0050-1000-131 Salaries - Teachers | 289,300.00 | .00 | 270,645.63 | 270,645.63 | 18,654.37 | 93.55 |
| 10-108-9-0050-1000-132 Salaries - Substitute | 1,500.00 | .00 | 756.14 | 756.14 | 743.86 | 50.41 |
| 10-112-9-0050-1000-132 Salaries - Substitute | 7,000.00 | .00 | 5,855.17 | 5,855.17 | 1,144.83 | 83.65 |
| 10-302-9-0050-1000-132 Salaries - Substitute | 7,000.00 | .00 | 6,922.76 | 6,922.76 | 77.24 | 98.90 |
| 10-704-9-0050-1000-132 Salaries - Substitute | 8,000.00 | .00 | 7,649.51 | 7,649.51 | 350.49 | 95.62 |
| 10-108-9-0050-1000-161 Salaries - Aides | 11,350.00 | .00 | 7,214.42 | 7,214.42 | 4,135.58 | 63.56 |
| 10-112-9-0050-1000-161 Salaries - Aides | 1,500.00 | .00 | 1,353.55 | 1,353.55 | 146.45 | 90.24 |
| 10-302-9-0050-1000-161 Salaries - Aides | 550.00 | .00 | 541.42 | 541.42 | 8.58 | 98.44 |
| 10-704-9-0050-1000-161 Salaries - Aides | 1,020.00 | .00 | 922.55 | 922.55 | 97.45 | 90.45 |
| 10-108-9-0050-1000-210 State Retirement | 14,030.00 | .00 | 13,132.53 | 13,132.53 | 897.47 | 93.60 |
| 10-112-9-0050-1000-210 State Retirement | 75,300.00 | .00 | 72,854.05 | 72,854.05 | 2,445.95 | 96.75 |
| 10-302-9-0050-1000-210 State Retirement | 70,310.00 | .00 | 67,096.08 | 67,096.08 | 3,213.92 | 95.43 |
| 10-704-9-0050-1000-210 State Retirement | 62,600.00 | .00 | 58,206.98 | 58,206.98 | 4,393.02 | 92.98 |

Income Statement

GENERAL FUNDS

| Account No/ Description | Adjusted Budget | Encumbrance | Actual Period | Actual YTD | Available Balance | Percent |
|---|-----------------|-------------|---------------|------------|-------------------|---------|
| 91 Expenditures | | | | | | |
| 10-108-9-0050-1000-220 FICA Payroll Taxes | 5,985.00 | .00 | 4,588.76 | 4,588.76 | 1,396.24 | 76.67 |
| 10-112-9-0050-1000-220 FICA Payroll Taxes | 26,070.00 | .00 | 24,006.88 | 24,006.88 | 2,063.12 | 92.09 |
| 10-302-9-0050-1000-220 FICA Payroll Taxes | 26,320.00 | .00 | 25,435.33 | 25,435.33 | 884.67 | 96.64 |
| 10-704-9-0050-1000-220 FICA Payroll Taxes | 21,400.00 | .00 | 21,267.22 | 21,267.22 | 132.78 | 99.38 |
| 10-108-9-0050-1000-240 Insurance Benefits | 23,900.00 | .00 | 23,364.00 | 23,364.00 | 536.00 | 97.76 |
| 10-112-9-0050-1000-240 Insurance Benefits | 121,300.00 | .00 | 116,013.66 | 116,013.66 | 5,286.34 | 95.64 |
| 10-302-9-0050-1000-240 Insurance Benefits | 97,600.00 | .00 | 91,378.20 | 91,378.20 | 6,221.80 | 93.63 |
| 10-704-9-0050-1000-240 Insurance Benefits | 76,500.00 | .00 | 72,445.29 | 72,445.29 | 4,054.71 | 94.70 |
| 10-108-9-0050-1000-270 Workers Compensation Insurance | 800.00 | .00 | 644.00 | 644.00 | 156.00 | 80.50 |
| 10-112-9-0050-1000-270 Workers Compensation Insurance | 4,400.00 | .00 | 4,350.00 | 4,350.00 | 50.00 | 98.86 |
| 10-302-9-0050-1000-270 Workers Compensation Insurance | 2,960.00 | .00 | 2,877.00 | 2,877.00 | 83.00 | 97.20 |
| 10-704-9-0050-1000-270 Workers Compensation Insurance | 4,500.00 | .00 | 4,490.00 | 4,490.00 | 10.00 | 99.78 |
| 10-108-9-0050-1000-340 PROFESSIONAL SERVICES - HES | 500.00 | .00 | .00 | .00 | 500.00 | .00 |
| 10-112-9-0050-1000-340 PROFESSIONAL SERVICES - LES | 800.00 | .00 | 120.00 | 120.00 | 680.00 | 15.00 |
| 10-302-9-0050-1000-340 PROFESSIONAL SERVICES - WMS | 1,000.00 | .00 | 1,044.59 | 1,044.59 | -44.59 | 104.46 |
| 10-704-9-0050-1000-340 PROFESSIONAL SERVICES - WHS | 2,500.00 | .00 | 2,395.14 | 2,395.14 | 104.86 | 95.81 |
| 10-108-9-0050-1000-550 PRINTING - INSTRUCTION-HES | 5,800.00 | 425.00 | 4,013.48 | 4,013.48 | 1,361.52 | 76.53 |
| 10-112-9-0050-1000-550 PRINTING - INSTRUCTION-LES | 5,000.00 | 1,524.08 | 3,067.90 | 3,067.90 | 408.02 | 91.84 |
| 10-302-9-0050-1000-550 PRINTING - INSTRUCTION-WMS | 10,500.00 | 649.23 | 8,844.79 | 8,844.79 | 1,005.98 | 90.42 |
| 10-704-9-0050-1000-550 PRINTING - INSTRUCTION-WHS | 12,300.00 | 2,871.00 | 8,531.32 | 8,531.32 | 897.68 | 92.70 |
| 10-108-9-0050-1000-612 SUPPLIES - INSTRUCTION-HES | 2,023.59 | 35.47 | 1,327.72 | 1,327.72 | 660.40 | 67.36 |
| 10-112-9-0050-1000-612 SUPPLIES - INSTRUCTION-LES | 3,699.06 | 388.52 | 2,301.87 | 2,301.87 | 1,008.67 | 72.73 |
| 10-302-9-0050-1000-612 SUPPLIES - INSTRUCTION-WMS | 4,990.42 | .00 | 4,989.19 | 4,989.19 | 1.23 | 99.98 |
| 10-704-9-0050-1000-612 SUPPLIES - INSTRUCTION-WHS | 4,076.84 | 454.77 | 3,502.04 | 3,502.04 | 120.03 | 97.06 |
| 10-108-9-0050-1000-641 BOOKS AND PERIODICALS - HES | 892.64 | .00 | 346.00 | 346.00 | 546.64 | 38.76 |
| 10-112-9-0050-1000-641 BOOKS AND PERIODICALS - LES | 56,136.30 | .00 | 56,130.45 | 56,130.45 | 5.85 | 99.99 |
| 10-302-9-0050-1000-641 BOOKS AND PERIODICALS - WMS | 4,213.21 | .00 | 4,142.68 | 4,142.68 | 70.53 | 98.33 |
| 10-704-9-0050-1000-641 BOOKS AND PERIODICALS - WHS | 6,620.64 | .00 | 5,927.97 | 5,927.97 | 692.67 | 89.54 |
| 10-108-9-0050-1000-650 TECHNOLOGY SUPPLIES - HES | 2,459.30 | .00 | 1,704.96 | 1,704.96 | 754.34 | 69.33 |
| 10-112-9-0050-1000-650 TECHNOLOGY SUPPLIES - LES | 6,479.22 | .00 | 5,516.30 | 5,516.30 | 962.92 | 85.14 |
| 10-302-9-0050-1000-650 TECHNOLOGY SUPPLIES - WMS | 6,364.91 | .00 | 6,115.47 | 6,115.47 | 249.44 | 96.08 |
| 10-704-9-0050-1000-650 TECHNOLOGY SUPPLIES - WHS | 10,976.62 | .00 | 9,838.53 | 9,838.53 | 1,138.09 | 89.63 |
| 10-112-9-0050-1000-670 SOFTWARE - INSTRUCTION-LES | 510.00 | .00 | 506.25 | 506.25 | 3.75 | 99.26 |
| 10-302-9-0050-1000-670 SOFTWARE - INSTRUCTION-WMS | 510.00 | .00 | 506.25 | 506.25 | 3.75 | 99.26 |
| 10-704-9-0050-1000-670 SOFTWARE - INSTRUCTION-WHS | 510.00 | .00 | 506.25 | 506.25 | 3.75 | 99.26 |

Wayne School District

For 07/01/18 - 06/30/19

Income Statement

FPROF01A

Periods 00 - 13

GENERAL FUNDS

10-G

| Account No/ Description | Adjusted Budget | Encumbrance | Actual Period | Actual YTD | Available Balance | Percent |
|--|-----------------|-------------|---------------|------------|-------------------|---------|
| 91 Expenditures | | | | | | |
| 10-108-9-0050-1000-730 EQUIPMENT - INSTRUCTION-HES | 1.00 | .00 | .00 | .00 | 1.00 | .00 |
| 10-112-9-0050-1000-730 EQUIPMENT - INSTRUCTION-LES | 13,206.00 | .00 | 13,204.20 | 13,204.20 | 1.80 | 99.99 |
| 10-302-9-0050-1000-730 EQUIPMENT - INSTRUCTION-WMS | 14,576.00 | .00 | 14,568.03 | 14,568.03 | 7.97 | 99.95 |
| 10-704-9-0050-1000-730 EQUIPMENT - INSTRUCTION-WHS | 20,675.82 | .00 | 20,678.80 | 20,678.80 | -2.98 | 100.01 |
| 10-704-9-0050-1000-870 Indirect Costs | -36,000.00 | .00 | -2,376.08 | -2,376.08 | -33,623.92 | 6.60 |
| 10-108-9-0050-1000-890 MISCELLANEOUS - INSTRUCTION-HES | 1.00 | .00 | .00 | .00 | 1.00 | .00 |
| 10-112-9-0050-1000-890 MISCELLANEOUS - INSTRUCTION-LES | 1.00 | .00 | .00 | .00 | 1.00 | .00 |
| 10-302-9-0050-1000-890 MISCELLANEOUS - INSTRUCTION-WMS | 1.00 | .00 | .00 | .00 | 1.00 | .00 |
| 10-704-9-0050-1000-890 MISCELLANEOUS - INSTRUCTION-WHS | 551.00 | .00 | 541.94 | 541.94 | 9.06 | 98.36 |
| 10-112-9-0050-2110-141 Salaries - Social Worker | 25,050.00 | .00 | 25,041.68 | 25,041.68 | 8.32 | 99.97 |
| 10-302-9-0050-2110-141 Salaries - Social Worker | 24,000.00 | .00 | 24,005.26 | 24,005.26 | -5.26 | 100.02 |
| 10-112-9-0050-2110-210 State Retirement | 5,930.00 | .00 | 5,783.02 | 5,783.02 | 146.98 | 97.52 |
| 10-302-9-0050-2110-210 State Retirement | 5,800.00 | .00 | 5,654.77 | 5,654.77 | 145.23 | 97.50 |
| 10-112-9-0050-2110-220 FICA Payroll Taxes | 1,850.00 | .00 | 1,877.80 | 1,877.80 | -27.80 | 101.50 |
| 10-302-9-0050-2110-220 FICA Payroll Taxes | 1,850.00 | .00 | 1,836.38 | 1,836.38 | 13.62 | 99.26 |
| 10-112-9-0050-2110-240 Insurance Benefits | 11,900.00 | .00 | 11,682.00 | 11,682.00 | 218.00 | 98.17 |
| 10-302-9-0050-2110-240 Insurance Benefits | 11,900.00 | .00 | 11,682.00 | 11,682.00 | 218.00 | 98.17 |
| 10-112-9-0050-2110-340 PROF.SERVICES - SOCIAL WORK-LES | 2,500.00 | .00 | 325.00 | 325.00 | 2,175.00 | 13.00 |
| 10-112-9-0050-2110-580 TRAVEL - SOCIAL WORK-LES | 1,500.00 | .00 | 1,020.85 | 1,020.85 | 479.15 | 68.06 |
| 10-112-9-0050-2110-612 SUPPLIES - SOCIAL WORK-LES | 450.00 | .00 | 401.90 | 401.90 | 48.10 | 89.31 |
| 10-302-9-0050-2110-612 SUPPLIES - SOCIAL WORK-WMS | 100.00 | .00 | 29.50 | 29.50 | 70.50 | 29.50 |
| 10-704-9-0050-2120-142 Salaries - Guidance Personnel | 28,850.00 | .00 | 27,280.44 | 27,280.44 | 1,569.56 | 94.56 |
| 10-704-9-0050-2120-161 Salaries - Aides - Guidance | 10,375.00 | .00 | 10,258.63 | 10,258.63 | 116.37 | 98.88 |
| 10-704-9-0050-2120-210 State Retirement | 8,900.00 | .00 | 8,892.94 | 8,892.94 | 7.06 | 99.92 |
| 10-704-9-0050-2120-220 FICA Payroll Taxes | 2,900.00 | .00 | 2,871.75 | 2,871.75 | 28.25 | 99.03 |
| 10-704-9-0050-2120-240 Insurance Benefits | 11,500.00 | .00 | 11,275.99 | 11,275.99 | 224.01 | 98.05 |

Income Statement

GENERAL FUNDS

| Account No/ Description | Adjusted Budget | Encumbrance | Actual Period | Actual YTD | Available Balance | Percent |
|---|-----------------|-------------|---------------|------------|-------------------|---------|
| 91 Expenditures | | | | | | |
| 10-704-9-0050-2120-580 TRAVEL - COUSELOR-WHS | 500.00 | .00 | 435.62 | 435.62 | 64.38 | 87.12 |
| 10-704-9-0050-2120-612 SUPPLIES - COUNSELING-WHS | 1,000.00 | .00 | 214.00 | 214.00 | 786.00 | 21.40 |
| 10-034-9-0050-2200-240 Insurance Benefits | 18,000.00 | .00 | 18,926.47 | 18,926.47 | -926.47 | 105.15 |
| 10-108-9-0050-2200-580 TRAVEL - TEACHERS-HES | 500.00 | .00 | 135.32 | 135.32 | 364.68 | 27.06 |
| 10-112-9-0050-2200-580 TRAVEL - TEACHERS-LES | 2,500.00 | .00 | 802.42 | 802.42 | 1,697.58 | 32.10 |
| 10-302-9-0050-2200-580 TRAVEL - TEACHERS-WMS | 2,000.00 | .00 | 737.52 | 737.52 | 1,262.48 | 36.88 |
| 10-704-9-0050-2200-580 TRAVEL - TEACHERS-WHS | 3,250.00 | .00 | 3,102.49 | 3,102.49 | 147.51 | 95.46 |
| 10-034-9-0050-2200-612 SUPPLIES - Instruction - DO | 2,730.94 | .00 | 536.12 | 536.12 | 2,194.82 | 19.63 |
| 10-034-9-0050-2200-641 BOOKS - DO | 15,706.97 | .00 | .00 | .00 | 15,706.97 | .00 |
| 10-034-9-0050-2200-670 SOFTWARE - INSTRUCTION-DO | 5,400.00 | .00 | 5,385.00 | 5,385.00 | 15.00 | 99.72 |
| 10-034-9-0050-2200-730 EQUIPMENT - INSTRUCTION-DO | 1.00 | .00 | .00 | .00 | 1.00 | .00 |
| 10-034-9-0050-2200-890 MISCELLANEOUS - INSTRUCTION-DO | .00 | .00 | .00 | .00 | .00 | .00 |
| 10-034-9-0050-2210-115 Salaries - Curriculum Supervisor | 15,700.00 | .00 | 14,596.20 | 14,596.20 | 1,103.80 | 92.97 |
| 10-034-9-0050-2210-210 State Retirement | 3,500.00 | .00 | 3,457.88 | 3,457.88 | 42.12 | 98.80 |
| 10-034-9-0050-2210-220 FICA Payroll Taxes | 1,200.00 | .00 | 1,116.58 | 1,116.58 | 83.42 | 93.05 |
| 10-034-9-0050-2210-240 Insurance Benefits | 100.00 | .00 | .00 | .00 | 100.00 | .00 |
| 10-108-9-0050-2220-162 Salaries - Media | 3,900.00 | .00 | 3,837.50 | 3,837.50 | 62.50 | 98.40 |
| 10-112-9-0050-2220-162 Salaries - Media | 4,800.00 | .00 | 4,069.40 | 4,069.40 | 730.60 | 84.78 |
| 10-302-9-0050-2220-162 Salaries - Media | 4,675.00 | .00 | 4,103.68 | 4,103.68 | 571.32 | 87.78 |
| 10-704-9-0050-2220-162 Salaries - Media | 4,475.00 | .00 | 4,356.08 | 4,356.08 | 118.92 | 97.34 |
| 10-108-9-0050-2220-210 State Retirement | 800.00 | .00 | 723.92 | 723.92 | 76.08 | 90.49 |
| 10-704-9-0050-2220-210 State Retirement | 1,600.00 | .00 | 1,031.94 | 1,031.94 | 568.06 | 64.50 |
| 10-108-9-0050-2220-220 FICA Payroll Taxes | 300.00 | .00 | 293.58 | 293.58 | 6.42 | 97.86 |
| 10-112-9-0050-2220-220 FICA Payroll Taxes | 600.00 | .00 | 311.27 | 311.27 | 288.73 | 51.88 |
| 10-302-9-0050-2220-220 FICA Payroll Taxes | 400.00 | .00 | 313.93 | 313.93 | 86.07 | 78.48 |

Income Statement

GENERAL FUNDS

| Account No/ Description | Adjusted Budget | Encumbrance | Actual Period | Actual YTD | Available Balance | Percent |
|---|-----------------|-------------|---------------|------------|-------------------|---------|
| 91 Expenditures | | | | | | |
| 10-704-9-0050-2220-220 FICA Payroll Taxes | 600.00 | .00 | 333.24 | 333.24 | 266.76 | 55.54 |
| 10-034-9-0050-2220-310 ADMIN.SERVICES - MEDIA-DO | 1,000.00 | .00 | 599.40 | 599.40 | 400.60 | 59.94 |
| 10-108-9-0050-2220-644 LIBRARY BOOKS - HES | 429.36 | .00 | 420.27 | 420.27 | 9.09 | 97.88 |
| 10-112-9-0050-2220-644 LIBRARY BOOKS - LES | 1,870.00 | .00 | 1,722.25 | 1,722.25 | 147.75 | 92.10 |
| 10-302-9-0050-2220-644 LIBRARY BOOKS - WMS | 1,160.99 | .00 | 697.06 | 697.06 | 463.93 | 60.04 |
| 10-704-9-0050-2220-644 LIBRARY BOOKS - WHS | 2,104.70 | .00 | 600.90 | 600.90 | 1,503.80 | 28.55 |
| 10-108-9-0050-2400-121 Salaries - Principal | 15,700.00 | .00 | 14,596.20 | 14,596.20 | 1,103.80 | 92.97 |
| 10-112-9-0050-2400-121 Salaries - Principal | 47,050.00 | .00 | 44,602.93 | 44,602.93 | 2,447.07 | 94.80 |
| 10-302-9-0050-2400-121 Salaries - Principal | 59,950.00 | .00 | 59,851.42 | 59,851.42 | 98.58 | 99.84 |
| 10-704-9-0050-2400-121 Salaries - Principal | 81,150.00 | .00 | 80,365.98 | 80,365.98 | 784.02 | 99.03 |
| 10-108-9-0050-2400-152 Salaries - Secretary | 16,950.00 | .00 | 16,433.74 | 16,433.74 | 516.26 | 96.95 |
| 10-112-9-0050-2400-152 Salaries - Secretary | 22,550.00 | .00 | 21,640.09 | 21,640.09 | 909.91 | 95.96 |
| 10-302-9-0050-2400-152 Salaries - Secretary | 26,250.00 | .00 | 25,535.04 | 25,535.04 | 714.96 | 97.28 |
| 10-704-9-0050-2400-152 Salaries - Secretary | 29,550.00 | .00 | 28,299.61 | 28,299.61 | 1,250.39 | 95.77 |
| 10-108-9-0050-2400-210 State Retirement | 7,930.00 | .00 | 6,562.94 | 6,562.94 | 1,367.06 | 82.76 |
| 10-112-9-0050-2400-210 State Retirement | 14,740.00 | .00 | 14,596.21 | 14,596.21 | 143.79 | 99.02 |
| 10-302-9-0050-2400-210 State Retirement | 19,340.00 | .00 | 19,250.89 | 19,250.89 | 89.11 | 99.54 |
| 10-704-9-0050-2400-210 State Retirement | 24,260.00 | .00 | 24,244.21 | 24,244.21 | 15.79 | 99.93 |
| 10-108-9-0050-2400-220 FICA Payroll Taxes | 2,700.00 | .00 | 2,358.45 | 2,358.45 | 341.55 | 87.35 |
| 10-112-9-0050-2400-220 FICA Payroll Taxes | 5,000.00 | .00 | 4,764.56 | 4,764.56 | 235.44 | 95.29 |
| 10-302-9-0050-2400-220 FICA Payroll Taxes | 6,550.00 | .00 | 6,540.88 | 6,540.88 | 9.12 | 99.86 |
| 10-704-9-0050-2400-220 FICA Payroll Taxes | 8,200.00 | .00 | 8,167.62 | 8,167.62 | 32.38 | 99.61 |
| 10-108-9-0050-2400-240 Insurance Benefits | 100.00 | .00 | .00 | .00 | 100.00 | .00 |
| 10-112-9-0050-2400-240 Insurance Benefits | 38,000.00 | .00 | 31,311.07 | 31,311.07 | 6,688.93 | 82.40 |
| 10-302-9-0050-2400-240 Insurance Benefits | 48,500.00 | .00 | 48,101.48 | 48,101.48 | 398.52 | 99.18 |
| 10-704-9-0050-2400-240 Insurance Benefits | 42,100.00 | .00 | 41,824.00 | 41,824.00 | 276.00 | 99.34 |
| 10-034-9-0050-2400-270 Workers Compensation Insurance | 100.00 | .00 | 95.00 | 95.00 | 5.00 | 95.00 |
| 10-108-9-0050-2400-270 Workers Compensation Insurance | 230.00 | .00 | 232.00 | 232.00 | -2.00 | 100.87 |
| 10-112-9-0050-2400-270 Workers Compensation Insurance | 540.00 | .00 | 538.00 | 538.00 | 2.00 | 99.63 |
| 10-302-9-0050-2400-270 Workers Compensation Insurance | 650.00 | .00 | 635.00 | 635.00 | 15.00 | 97.69 |
| 10-704-9-0050-2400-270 Workers Compensation Insurance | 900.00 | .00 | 899.00 | 899.00 | 1.00 | 99.89 |
| 10-108-9-0050-2400-580 TRAVEL - PRINCIPAL-HES | 1,100.00 | .00 | 1,007.62 | 1,007.62 | 92.38 | 91.60 |
| 10-112-9-0050-2400-580 TRAVEL - PRINCIPAL-LES | 2,500.00 | .00 | 2,311.69 | 2,311.69 | 188.31 | 92.47 |
| 10-302-9-0050-2400-580 TRAVEL - PRINCIPAL-WMS | 1,500.00 | .00 | 826.95 | 826.95 | 673.05 | 55.13 |

Income Statement

GENERAL FUNDS

| Account No/ Description | Adjusted Budget | Encumbrance | Actual Period | Actual YTD | Available Balance | Percent |
|--|-----------------|-------------|---------------|------------|-------------------|---------|
| 91 Expenditures | | | | | | |
| 10-704-9-0050-2400-580 TRAVEL - PRINCIPAL-WHS | 3,500.00 | 81.35 | 3,010.47 | 3,010.47 | 408.18 | 88.34 |
| 10-108-9-0050-2400-612 SUPPLIES - OFFICE-HES | 1,295.66 | .00 | 1,056.04 | 1,056.04 | 239.62 | 81.51 |
| 10-112-9-0050-2400-612 SUPPLIES - OFFICE-LES | 3,661.74 | .00 | 2,083.49 | 2,083.49 | 1,578.25 | 56.90 |
| 10-302-9-0050-2400-612 SUPPLIES - OFFICE-WMS | 2,221.98 | 119.99 | 2,081.74 | 2,081.74 | 20.25 | 99.09 |
| 10-704-9-0050-2400-612 SUPPLIES - OFFICE-WHS | 4,484.21 | .00 | 3,430.53 | 3,430.53 | 1,053.68 | 76.50 |
| 10-704-9-0050-2400-810 DUES AND FEES - OFFICE-WHS | 4,200.00 | .00 | 4,199.00 | 4,199.00 | 1.00 | 99.98 |
| 10-112-9-0050-2400-890 MISCELLANEOUS - SUPPORT SERVICES-LES | 100.00 | .00 | 99.40 | 99.40 | .60 | 99.40 |
| 10-704-9-0050-2400-890 MISCELLANEOUS - SUPPORT SERVICES-WHS | 100.00 | .00 | 100.00 | 100.00 | .00 | 100.00 |
| 10-704-9-0050-2700-510 TRAVEL - STUDENTS-WHS | 6,000.00 | .00 | 4,034.90 | 4,034.90 | 1,965.10 | 67.25 |
| 10-302-9-0230-1000-195 Salaries - Coaching/Activity Stipend | 1,000.00 | .00 | 1,000.00 | 1,000.00 | .00 | 100.00 |
| 10-704-9-0230-1000-195 Salaries - Coaching/Activity Stipends | 28,000.00 | .00 | 27,950.00 | 27,950.00 | 50.00 | 99.82 |
| 10-704-9-0230-1000-210 State Retirement | 2,900.00 | .00 | 2,892.16 | 2,892.16 | 7.84 | 99.73 |
| 10-302-9-0230-1000-220 FICA Payroll Taxes | 100.00 | .00 | 76.50 | 76.50 | 23.50 | 76.50 |
| 10-704-9-0230-1000-220 FICA Payroll Taxes | 2,200.00 | .00 | 2,123.85 | 2,123.85 | 76.15 | 96.54 |
| 10-704-9-0230-1000-890 MISCELLANEOUS - COACHES & ACTIVITIES | 1,000.00 | .00 | -46.50 | -46.50 | 1,046.50 | -4.65 |
| 10-704-9-0231-2400-198 Salaries - Ticket Taker | 1,500.00 | .00 | 975.67 | 975.67 | 524.33 | 65.04 |
| 10-704-9-0231-2400-210 State Retirement | 100.00 | .00 | 60.74 | 60.74 | 39.26 | 60.74 |
| 10-704-9-0231-2400-220 FICA Payroll Taxes | 200.00 | .00 | 74.63 | 74.63 | 125.37 | 37.32 |
| 10-034-9-2785-2600-182 Salaries - Maintenance and Custodial | 87,410.00 | .00 | 83,246.97 | 83,246.97 | 4,163.03 | 95.24 |
| 10-108-9-2785-2600-182 Salaries - Maintenance and Custodial | 9,400.00 | .00 | 7,988.20 | 7,988.20 | 1,411.80 | 84.98 |
| 10-112-9-2785-2600-182 Salaries - Maintenance and Custodial | 19,675.00 | .00 | 15,508.73 | 15,508.73 | 4,166.27 | 78.82 |
| 10-302-9-2785-2600-182 Salaries - Maintenance and Custodial | 15,575.00 | .00 | 14,684.69 | 14,684.69 | 890.31 | 94.28 |
| 10-704-9-2785-2600-182 Salaries - Maintenance and Custodial | 69,100.00 | .00 | 65,335.04 | 65,335.04 | 3,764.96 | 94.55 |
| 10-034-9-2785-2600-210 State Retirement | 17,640.00 | .00 | 17,165.41 | 17,165.41 | 474.59 | 97.31 |
| 10-108-9-2785-2600-210 State Retirement | 1,600.00 | .00 | 1,502.42 | 1,502.42 | 97.58 | 93.90 |
| 10-302-9-2785-2600-210 State Retirement | .00 | .00 | .00 | .00 | .00 | .00 |
| 10-704-9-2785-2600-210 State Retirement | 9,230.00 | .00 | 8,813.62 | 8,813.62 | 416.38 | 95.49 |

Income Statement

GENERAL FUNDS

| Account No/ Description | Adjusted Budget | Encumbrance | Actual Period | Actual YTD | Available Balance | Percent |
|--|-----------------|-------------|---------------|------------|-------------------|---------|
| 91 Expenditures | | | | | | |
| 10-034-9-2785-2600-220 FICA Payroll Taxes | 6,400.00 | .00 | 6,327.10 | 6,327.10 | 72.90 | 98.86 |
| 10-108-9-2785-2600-220 FICA Payroll Taxes | 800.00 | .00 | 600.78 | 600.78 | 199.22 | 75.10 |
| 10-112-9-2785-2600-220 FICA Payroll Taxes | 1,500.00 | .00 | 1,186.40 | 1,186.40 | 313.60 | 79.09 |
| 10-302-9-2785-2600-220 FICA Payroll Taxes | 1,200.00 | .00 | 1,123.39 | 1,123.39 | 76.61 | 93.62 |
| 10-704-9-2785-2600-220 FICA Payroll Taxes | 5,285.00 | .00 | 4,977.54 | 4,977.54 | 307.46 | 94.18 |
| 10-034-9-2785-2600-240 Insurance Benefits | 47,400.00 | .00 | 46,199.74 | 46,199.74 | 1,200.26 | 97.47 |
| 10-704-9-2785-2600-240 Insurance Benefits | 1,200.00 | .00 | 829.83 | 829.83 | 370.17 | 69.15 |
| 10-034-9-2785-2600-270 Workers Compensation Insurance | 1,200.00 | .00 | 1,192.00 | 1,192.00 | 8.00 | 99.33 |
| 10-034-9-2785-2600-410 UTILITIES-DO | 3,500.00 | .00 | 3,020.13 | 3,020.13 | 479.87 | 86.29 |
| 10-108-9-2785-2600-410 UTILITIES-HES | 1,500.00 | .00 | 1,286.50 | 1,286.50 | 213.50 | 85.77 |
| 10-112-9-2785-2600-410 UTILITIES-LES | 2,500.00 | .00 | 2,226.70 | 2,226.70 | 273.30 | 89.07 |
| 10-302-9-2785-2600-410 UTILITIES-WMS | 3,500.00 | .00 | 2,419.01 | 2,419.01 | 1,080.99 | 69.11 |
| 10-704-9-2785-2600-410 UTILITIES-WHS | 6,000.00 | .00 | 5,648.41 | 5,648.41 | 351.59 | 94.14 |
| 53 10-034-9-2785-2600-490 PROPERTY SERVICES - MAINTENANCE-DO | 3,400.00 | .00 | 1,518.31 | 1,518.31 | 1,881.69 | 44.66 |
| 10-108-9-2785-2600-490 PROPERTY SERVICES - MAINTENANCE-HES | 1,800.00 | .00 | 332.94 | 332.94 | 1,467.06 | 18.50 |
| 10-112-9-2785-2600-490 PROPERTY SERVICES - MAINTENANCE-LES | 43,100.00 | .00 | 42,992.14 | 42,992.14 | 107.86 | 99.75 |
| 10-302-9-2785-2600-490 PROPERTY SERVICES - MAINTENANCE-WMS | 1,600.00 | .00 | 825.50 | 825.50 | 774.50 | 51.59 |
| 10-704-9-2785-2600-490 PROPERTY SERVICES - MAINTENANCE-WHS | 15,900.00 | .00 | 14,124.84 | 14,124.84 | 1,775.16 | 88.84 |
| 10-034-9-2785-2600-530 TELEPHONE - DO | 7,800.00 | .00 | 6,272.06 | 6,272.06 | 1,527.94 | 80.41 |
| 10-108-9-2785-2600-530 TELEPHONE - HES | 1,300.00 | .00 | 1,042.57 | 1,042.57 | 257.43 | 80.20 |
| 10-112-9-2785-2600-530 TELEPHONE - LES | 3,500.00 | .00 | 2,044.23 | 2,044.23 | 1,455.77 | 58.41 |
| 10-302-9-2785-2600-530 TELEPHONE - WMS | 3,000.00 | .00 | 2,667.22 | 2,667.22 | 332.78 | 88.91 |
| 10-704-9-2785-2600-530 TELEPHONE - WHS | 4,500.00 | .00 | 2,675.03 | 2,675.03 | 1,824.97 | 59.45 |
| 10-034-9-2785-2600-580 TRAVEL - MAINTENANCE-DO | 500.00 | .00 | 177.94 | 177.94 | 322.06 | 35.59 |
| 10-034-9-2785-2600-622 ELECTRICITY-DO | 3,500.00 | .00 | 3,012.55 | 3,012.55 | 487.45 | 86.07 |
| 10-108-9-2785-2600-622 ELECTRICITY-HES | 9,000.00 | .00 | 7,728.80 | 7,728.80 | 1,271.20 | 85.88 |
| 10-112-9-2785-2600-622 ELECTRICITY-LES | 18,000.00 | .00 | 17,637.74 | 17,637.74 | 362.26 | 97.99 |
| 10-302-9-2785-2600-622 ELECTRICITY-WMS | 13,000.00 | .00 | 12,294.25 | 12,294.25 | 705.75 | 94.57 |
| 10-704-9-2785-2600-622 ELECTRICITY-WHS | 35,000.00 | .00 | 30,612.15 | 30,612.15 | 4,387.85 | 87.46 |
| 10-108-9-2785-2600-623 PROPANE - HES | 7,000.00 | .00 | 6,593.11 | 6,593.11 | 406.89 | 94.19 |
| 10-704-9-2785-2600-623 PROPANE - WHS | 49,000.00 | .00 | 48,810.84 | 48,810.84 | 189.16 | 99.61 |
| 10-034-9-2785-2600-625 COAL HEAT - DO | 5,668.88 | .00 | 2,447.12 | 2,447.12 | 3,221.76 | 43.17 |
| 10-112-9-2785-2600-625 COAL HEAT - LES | 8,100.00 | .00 | 8,079.28 | 8,079.28 | 20.72 | 99.74 |
| 10-302-9-2785-2600-625 COAL HEAT - WMS | 8,100.00 | .00 | 8,079.26 | 8,079.26 | 20.74 | 99.74 |

Income Statement

GENERAL FUNDS

| Account No/ Description | Adjusted Budget | Encumbrance | Actual Period | Actual YTD | Available Balance | Percent |
|---|-----------------|-------------|---------------|------------|-------------------|---------|
| 91 Expenditures | | | | | | |
| 10-034-9-2785-2600-626 MOTOR FUEL - MAINTENANCE-DO | 5,000.00 | .00 | 3,929.73 | 3,929.73 | 1,070.27 | 78.59 |
| 10-034-9-2785-2600-730 EQUIPMENT - MAINTENANCE-DO | 17,400.00 | 8,350.00 | 8,959.94 | 8,959.94 | 90.06 | 99.48 |
| 10-112-9-2785-2600-730 EQUIPMENT - MAINTENANCE-LES | 7,500.00 | .00 | 6,013.00 | 6,013.00 | 1,487.00 | 80.17 |
| 10-704-9-2785-2600-730 EQUIPMENT - MAINTENANCE-WHS | 7,100.00 | .00 | 7,079.19 | 7,079.19 | 20.81 | 99.71 |
| 10-034-9-2785-2600-890 MISCELLANEOUS - MAINTENANCE-DO | 100.00 | .00 | 9.98 | 9.98 | 90.02 | 9.98 |
| 10-034-9-2785-2620-610 BUILDING CLEANING AND SUPPLIES-DO | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 10-108-9-2785-2620-610 BUILDING CLEANING AND SUPPLIES-HES | 3,000.00 | .00 | 341.15 | 341.15 | 2,658.85 | 11.37 |
| 10-112-9-2785-2620-610 BUILDING CLEANING AND SUPPLIES-LES | 8,000.00 | 626.20 | 5,124.17 | 5,124.17 | 2,249.63 | 71.88 |
| 10-302-9-2785-2620-610 BUILDING CLEANING AND SUPPLIES-WMS | 5,500.00 | 727.01 | 4,678.62 | 4,678.62 | 94.37 | 98.28 |
| 10-704-9-2785-2620-610 BUILDING CLEANING AND SUPPLIES-WHS | 10,500.00 | 704.02 | 9,651.87 | 9,651.87 | 144.11 | 98.63 |
| 10-034-9-2785-2620-680 BUILDING MAINT AND SUPPLIES-DO | 29,500.00 | 21,587.10 | 6,908.26 | 6,908.26 | 1,004.64 | 96.59 |
| 10-108-9-2785-2620-680 BUILDING MAINT AND SUPPLIES-HES | 5,700.00 | 1,726.51 | 3,969.79 | 3,969.79 | 3.70 | 99.94 |
| 10-112-9-2785-2620-680 BUILDING MAINT AND SUPPLIES-LES | 8,000.00 | 461.25 | 7,504.49 | 7,504.49 | 34.26 | 99.57 |
| 10-302-9-2785-2620-680 BUILDING MAINT AND SUPPLIES-WMS | 8,100.00 | 2,337.55 | 5,720.20 | 5,720.20 | 42.25 | 99.48 |
| 10-704-9-2785-2620-680 BUILDING MAINT AND SUPPLIES-WHS | 37,000.00 | 3,117.51 | 33,122.24 | 33,122.24 | 760.25 | 97.95 |
| 10-034-9-2785-2630-680 GROUNDS MAINT AND SUPPLIES-DO | 2,500.00 | 146.53 | 1,935.37 | 1,935.37 | 418.10 | 83.28 |
| 10-108-9-2785-2630-680 GROUNDS MAINT AND SUPPLIES-HES | 1,000.00 | 143.26 | 520.83 | 520.83 | 335.91 | 66.41 |
| 10-112-9-2785-2630-680 GROUNDS MAINT AND SUPPLIES-LES | 1,000.00 | 287.19 | 560.58 | 560.58 | 152.23 | 84.78 |
| 10-302-9-2785-2630-680 GROUNDS MAINT AND SUPPLIES-WMS | 2,000.00 | 125.48 | 1,633.59 | 1,633.59 | 240.93 | 87.95 |
| 10-704-9-2785-2630-680 GROUNDS MAINT AND SUPPLIES-WHS | 3,500.00 | 315.66 | 2,703.28 | 2,703.28 | 481.06 | 86.26 |
| 10-034-9-2785-2650-680 FLEET VEHICLE MAINT AND SUPPLIES | 9,500.00 | 1,696.56 | 7,505.70 | 7,505.70 | 297.74 | 96.87 |
| 10-112-9-9001-2600-198 Salaries - Crossing Guard | 2,000.00 | .00 | 1,740.00 | 1,740.00 | 260.00 | 87.00 |
| 10-112-9-9001-2600-220 FICA Payroll Taxes | 200.00 | .00 | 133.13 | 133.13 | 66.87 | 66.57 |
| 10-034-9-9999-2200-210 State Retirement | .00 | .00 | -57.03 | -57.03 | 57.03 | .00 |
| 10-034-9-9999-2200-220 FICA Payroll Taxes | .00 | .00 | 37.39 | 37.39 | -37.39 | .00 |
| 10-034-9-9999-2310-280 Unemployment Insurance | 3,000.00 | .00 | 2,819.92 | 2,819.92 | 180.08 | 94.00 |
| 10-034-9-9999-2310-522 INSURANCE - LIABILITY | 9,000.00 | .00 | 8,836.00 | 8,836.00 | 164.00 | 98.18 |
| 10-034-9-9999-2500-890 OTHER MISC. EXPENSE | .00 | .00 | .00 | .00 | .00 | .00 |

Wayne School District

For 07/01/18 - 06/30/19

Income Statement

FPROF01A

Periods 00 - 13

GENERAL FUNDS

10-G

| Account No/ Description | Adjusted Budget | Encumbrance | Actual Period | Actual YTD | Available Balance | Percent |
|---|---------------------|------------------|---------------------|---------------------|-------------------|--------------|
| 91 Expenditures | | | | | | |
| 10-034-9-9999-2600-521 INSURANCE - PROPERTY | 26,000.00 | .00 | 25,772.14 | 25,772.14 | 227.86 | 99.12 |
| 10-034-9-9999-5210-890 Transfer to School Lunch Fund 51 | 58,000.00 | .00 | .00 | .00 | 58,000.00 | .00 |
| 91 Expenditures | 4,196,279.00 | 51,226.43 | 3,857,994.13 | 3,857,994.13 | 287,058.44 | 93.16 |

Board Notes – June 14, 2019

1. Assurances – Each year the state requires all districts to submit an LEA Compliance and Assurance form. The form lists the state compliance requirements for districts. The form is a list of assurances and some of the assurances require links to our policy. This form was reviewed, completed and submitted.

2. Comprehensive School Improvement - Cherie and I spoke with Max Lang from the State School Board about the status of Hanksville Elementary. We discussed the elements of the improvement plan and the requirements going forward. The first step is to receive the needs assessment developed by the vendor, which was received Wednesday night. The next step is to develop an improvement plan. Cherie, Cindy and I review the needs assessment and start writing the improvement plan, probably the 1st week in July.

3. Board Evaluation – I spoke with Richard Stowell. He is set for doing the board and superintendent evaluation on July 29th at 11:00. He said he will send out the surveys about July 10th.

Board Notes – June 28, 2019

1. Principal Supervision - the state school board has started a program to train the employees in districts that supervise principals. This week I attended their first training session at the U of U. We reviewed a framework that would allow better imbedded professional development of principals. There was also good discussion between the attendees about what is being done statewide in different districts. CUES will start developing a PLC for principal supervisors. Most of the work will be done by the deputy superintendents of the bigger districts.
2. CUES Board Meeting
 - a. Policy Recommendation - Currently the CUES board has board president. We felt that we would need a board vice president which will reduce the commitment the superintendent will not be overwhelmed. We passed a policy change to have a board vice president.
 - b. Recommendation to Replace Strategic Plan - The State Board of Education is developing legislation to codify the regional service centers with the intent of making them LEAs. Making them LEAs gives them some legal standing that they currently do not have. With this change, we will review and update the CUES strategic plan.
 - c. Shared Class of Foreign Language - discussed the possibility of having remote language instruction from another district. If not possible Edgenuity provides a robust language lessons.
 - d. Support of Upper Elementary Science - STEM Action Center will release a grant to provide support for the new science core in the 4th and 5th grade. CUES will apply for the grant and provide the training.
3. Superintendent Summer Conference
 - a. Superintendent Dickson
 - i. RISE Assessment - Questar provided the platform. Due to problems, the state board canceled the Questar contract. The board hired AIR to provide the platform (AIR was the platform that provided SAGE). AIR will use the RISE assessment to provide assessments for the next 3 years. The State School Board will develop an RFP for a new assessment provider.
 - ii. The state superintendent discussed her school visits. She complimented Wayne school district on our adaptability in receiving her visit.

- iii. We also had a discussion about the Portrait of a Graduate. This document is in the process of being implemented. I will go over the document in the next board meeting.
- b. Representative Eliason - Spoke about Suicide Prevention and SafeUT. He stated that suicide down by 14% state wide.
- c. Tami Pyfer with Governor priorities
 - i. Early learning - the governor will probably look at moving kindergarten statewide to full day.
 - ii. Tax report - legislature is thinking about removing earmark of income tax to education as part of the tax reform discussion. USSA is concerned it there is a tax change education would harm the current fund stream which provides consistent funding.
 - iii. Tax reform discussion - some who are against tax reform say a billion in local tax is available but not being tapped. Tami suggested that we get a story ready for the district in case we are questioned about we are not getting additional funds from property tax.

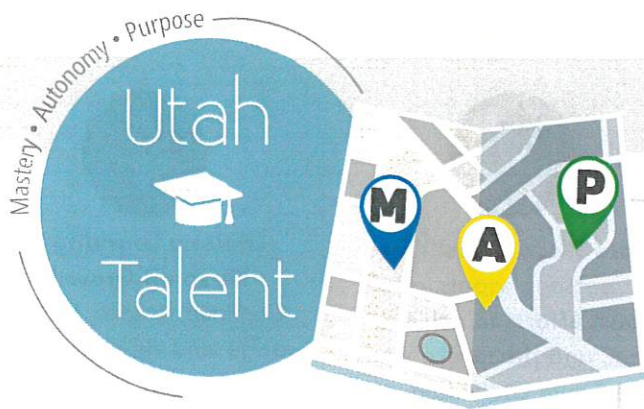
School Board Notes – July 5, 2019

1. Interviews –
 - a. Social Worker - Candence, Jamie and I interviewed candidates for the open social worker position. We selected a qualified individual who is a Licensed Clinical Social Worker. Jamie is finishing the background checks. We will run the name by you when we get the results of the background checks.
 - b. High School Math - Candence, David and I interviewed candidates for the open social worker position. We selected a qualified individual who is a level IV math teacher. Candence is finishing the background checks. We will run the name by you when we get the results of the background checks.
2. Hanksville School Improvement Plan – Cherie, Cindy and I spent Wednesday developing a school improvement plan that is required by the state because Hanksville was selected for school improvement. The plan is based on the results of the Comprehensive Needs Assessment and Root Cause Analysis Report prepared by Tetra Analytic. We used the prioritized needs they stated and developed a series of research-based steps to address their concerns. The plan will be in Boardbooks next week. The plan needs to be approved by the School Board and then sent to the state for their approval.
3. During the summer most of the building staffs are off. The district office staff are doing the regular business of the district while also taking some time off. We are also getting ready for next year by ordering material, updating software and networks, and working on plans and presentations. I have seen the new hires in their classrooms getting their rooms ready. Cherie has been working with Cindy to improve her organization. Tomorrow Cherie and I will work with Cindy on her school improvement plan. Mary and Candance have been working on the high school schedule and changed the Secondary Math III, it will only be one period and not double blocked. Jamie started this week as the replacement for Diena, but over the summer she works only when needed. We have routine cleaning maintenance throughout the district.

august

2019

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SAT/SUN |
|-------------------------|------------------------------------|---------------------------|---------------------------|-----------------------|------------------|
| 29 July | 30 | 31 | 1 August | 2 | 3/5 |
| 5 | 6 K-16 Alliance (Richfield)) | 7 School Board Meeting | 8 New Teacher Training | 9 | 10/11 |
| 12 Opening Inservice | 13 | 14 | 15 | 16 | 17/18 |
| 19 | 20 | 21 First Day of School | 22 | 23 Off (San Diego) | 24/25 |
| 26 | 27 Start Preschool | 28 | 29 | 30 | 31 / 1 September |
| 2 | 3 | 4 | 5 | 6 | 7/8 |



KEY

- M** **Mastery** is the ability to demonstrate depth of knowledge and skill proficiency.
- A** **Autonomy** is having the self-confidence and motivation to think and act independently.
- P** **Purpose** guides life decisions, influences behavior, shapes goals, offers a sense of direction, and creates meaning.

Utah's Portrait of a Graduate identifies the ideal characteristics of a Utah graduate after going through the K-12 system. These are aspirations not necessarily meant to be quantified and measured. These characteristics begin at home and are cultivated in educational settings.



Academic Mastery

Demonstrate a depth of knowledge in multiple subject areas to make informed decisions.



Wellness

Develop self-awareness, self-advocacy skills, and the knowledge to maintain healthy lifestyles that provide balance in life and improve physical, mental, social, and emotional well-being.



Civic, Financial & Economic Literacy

Understand various governmental and economic systems, and develop practical financial skills.



Digital Literacy

Adapt, create, consume, and connect in productive, responsible ways to utilize technology in social, academic, and professional settings.

UTAH GRADUATES



Communication

Communicate effectively through reading, writing, speaking, and listening to understand information in a variety of contexts, media, and languages.



Critical Thinking & Problem Solving

Access, evaluate, and analyze information to make informed decisions, recognize bias, and find solutions.



Creativity & Innovation

Imagine, visualize, and demonstrate creative practices, innovative solutions, and artistic expression.



Collaboration & Teamwork

Contribute ideas, perspectives, and experiences to cultivate a community of shared accountability and leadership.

OUR VISION



Upon completion, all Utah students are prepared to succeed and lead by having the knowledge and skills to learn, engage civically, and lead meaningful lives.



Honesty, Integrity, & Responsibility
Are trustworthy, ethical, reliable, and are accountable for the results they produce.



Hard Work & Resilience
Set personal goals, apply best efforts to achieve them, and persevere when faced with challenges and setbacks.



Lifelong Learning & Personal Growth
Continue to seek knowledge and develop skills in all settings.



UTAH GRADUATES



Service
Seek opportunities to help when assistance is needed and act without expecting compensation or recognition.



Respect
Acknowledge differences by looking for the good in everyone, including oneself, and show due regard for feelings, rights, cultures, and traditions.

The Utah State Board of Education (USBE) is continuing the innovation for competency-based learning to improve educational outcomes in public schools by advancing student mastery of concepts and skills. The agency will be building on the Utah Talent MAP vision for graduates to design prototype competencies for secondary education in Spring 2020.

Data Gathering & Portrait of a Graduate



Local Implementation Phase



Development of Competencies

To learn more about Utah's Competency-Based Learning, please visit: schools.utah.gov/curr/competencybased.

JLC Notes from Linda Hanks

We met last week and again this week to discuss legislative priorities that will next go to the delegate assembly to be voted upon. These priorities become our talking guide with our legislators before and during the legislative session. We also had a lengthy discussion about the Beverly Sorenson Taylor grant and Tax Reform. Larry Shumway presented information to JLC and there was a discussion about future funds and if the legislature should also contribute to this fund. Districts use this grant money in different ways to support their district needs. No decision was made to take action on this item - just information shared. In addition, we discussed tax reform. You should have received a statement from Terry Shoemaker with guidelines on how to use this statement and a request to attend one of the public hearings. I've attached a couple of links and a document that Dr. Rick Robins (Juab Superintendent) sent out to my board regarding tax reform and the discussion at JLC. I would recommend that you read the research report and develop an understanding of the history as well as the possible impacts that tax reform will have on public education and the importance of ensuring a continued dedicated funding source. Here is the link to the website: <http://www.utahfoundation.org/reports/getting-less-two-decades-k-12-education-revenue-spending/>

Finally, we discussed Legislative Priorities for 2020.

Some of the priorities will remain the same:

- Fully fund growth
- (5.5?)% increase on WPU (this may change as new numbers come in)
- 5 million for transportation as part of 5-year plan to get funding to 85%
- *\$500,000/year as part of a 5-year plan to increase NESS funding

- One-time funding for school safety measures to help accelerate what we are already doing to improve the safety of our schools (65 million)

Policy Requests (I'm writing these out as they were decided on by JLC):

*We support legislation that utilizes assessments for the purposes of monitoring student progress and informing instruction rather than testing students to evaluate educators, schools, and district. *(This is to address school grading and return to the purpose of what assessments should be used for)*

*We support the Utah Constitution that designates income tax as a dedicated revenue stream to fund public and high education. (*regarding tax reform discussions*)

*We urge legislators to explore alternative revenue streams to solve the structural tax imbalance through a fair and comprehensive review.

*Restore the ability for local taxing entities to impose impact fees on behalf of public schools

*Modify the calculation of the certified tax rate to include an automatic inflation adjustment

In addition, we agreed to the following statement that will be added to our document that addresses concerns about the sheer number of bills and rules that are impacting public education. Many of you may receive the same disc with policy updates from USBA legal counsel. This was 4 pages long with well over 100 policy revisions. We may not be able to control the number of bills or admin rules written, but we certainly can communicate the impact that these are having on our districts. This statement is a conversations starter and reads:

*Consider the impact of the number of education bills and resulting rules that create fiscal and administrative burdens for every school district



UTAH FOUNDATION
RESEARCH • ANALYZE • INFORM

Research Report

Report Number 743, November 2016

Getting By with Less

Two Decades of K-12 Education Revenue and Spending



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The mission of Utah Foundation is to promote a thriving economy, a well-prepared workforce, and a high quality of life for Utahns by performing thorough, well-supported research that helps policymakers, business and community leaders, and citizens better understand complex issues and providing practical, well-reasoned recommendations for policy change.

Getting By with Less

Two Decades of Education Revenue and Spending

Over the past twenty years, Utah's K-12 education funding effort – or the amount spent per \$1,000 personal income – has decreased from 7th highest in the nation to 37th. The decline has resulted in a nearly 29% decrease in tax revenue, which equates to a \$1.2 billion reduction of funds available annually for public K-12 education. This would equate to an increase in funding of nearly \$2,000 per pupil, or an average of over \$1.2 million for each of Utah's schools. (see page 5).

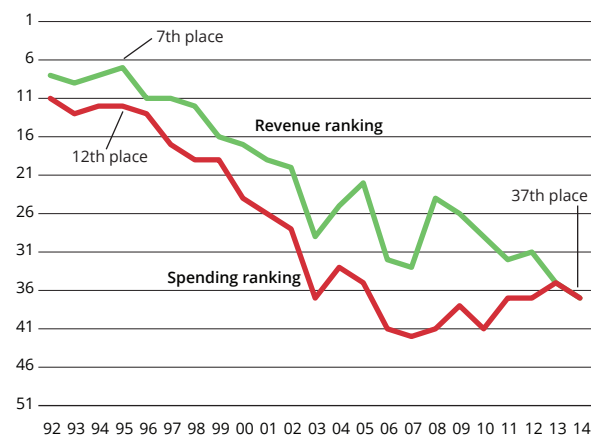
This report looks closely at four major tax and policy changes that have impacted K-12 education funding. In addition, this report examines recent funding. For example, \$110 million has been added to K-12 education annually over the past five years. However, inflation and population growth consumed about \$88 million annually, leaving only \$22 million per year in new investment – an 0.8% annual increase (see page 14).

The report concludes by noting that Utahns will need to decide whether they are satisfied with current outcomes at current levels of spending. Those outcomes have shown some improvement in recent years, although challenges remain. Alternatively, Utahns would need to determine whether they are willing to see their taxes increase in an attempt to provide more children with opportunities for success in K-12 and to continue on to higher education.

KEY FINDINGS:

- Without the mid-1990s changes and downward pressures on tax rates from Truth in Taxation, property taxes could have been bringing in an additional \$600 million annually (see pages 11-13).
- From 1995 until today, income tax changes have resulted in an annual reduction of more than \$350 million to public education (see pages 7-8).
- To reach the national average in per-pupil spending, Utah would need to increase total K-12 education spending by 70%, or \$2.9 billion, doubling spending from state sources (see page 15).
- In 1996, Utah's income tax – which had been directed entirely to K-12 education – was identified as a source of funding for higher education, freeing up sales tax dollars for other state needs. As a result of a voter approved Utah constitutional amendment, income taxes are providing a large proportion of higher education revenues – more than \$800 million in 2017 (see page 9).

National Ranking of Utah's K-12 Education Funding and Spending Effort



Note: See Figure 2 for details.

This research report was written by Utah Foundation Research Director Shawn Teigen. Assistance was provided by Utah Foundation President Stephen Kroes, Research Analysts Christopher Collard and Mallory Bateman, and Research Intern Brooke Zollinger. Thanks to Utah economist Doug Macdonald for the insight from his previous research on this topic.

Special thanks to Education First for its financial support of this research report.

Photo credit: Flickr user MC Quinn (top right, licensed under CC BY 2.0) and Wikipedia Commons user An Errant Knight (bottom, licenses under CC BY-SA 4.0).

INTRODUCTION

K-12 education has always been one of the top three priorities on Utah Foundation's Utah Priorities Project. It is the second most important issue for Utahns in Utah Foundation's 2015 Quality of Life Index. Elementary and secondary education is also a priority in Utah's state budget (30% of the 2016 budget) and other state budgets around the nation.¹ Nonetheless, Utah's K-12 education spending trails the nation by one metric and has been on the decline over the past two decades by another metric.

K-12 EDUCATION SPENDING

Spending Per Pupil

It is a commonly-cited statistic that Utah is routinely the state with the lowest per-pupil spending in the nation. This has to do, in part, with Utah demographics.

Utah has a young population, with the greatest proportion of school-aged children of any other state in the nation; more than 22% of Utahns are between 5 and 17.² The national average is just over 17%.

Inversely, Utah has the smallest working-age population in the nation; less than 60% of Utahns are between 18 and 64.³ The national average is 63%. As a result, there are fewer Utahns in the workforce generating income tax to support a higher percentage of children in the public education system.

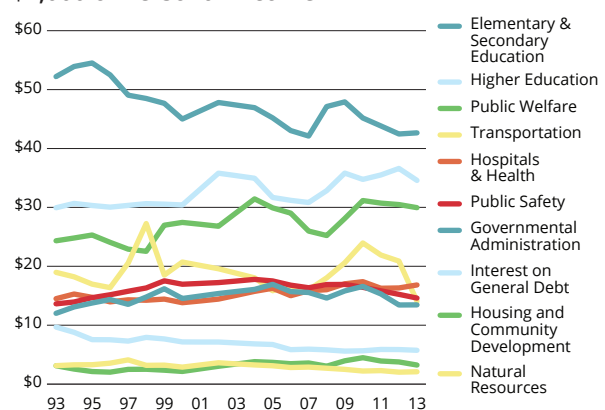
Utah's position for lowest spending is therefore no surprise, and it has ranked last since the 1980s.⁴ In 2014, Utah spent \$6,500 for each student compared to the U.S. average of \$11,009, a 41% difference.⁵ This difference between Utah and the U.S. has been growing. In 1995, Utah spent \$3,471 compared to \$5,494 nationally, a 37% difference.⁶

Spending Effort

Is it right then to accept Utah's unique demographics as the reason for the state's low per-pupil spending? Considering other spending measures might provide more insight into change over time. One such measure is K-12 education spending per \$1,000 of personal income – or public education spending “effort.” Since 1995, Utah's national ranking for public education spending effort has decreased from 12th to 37th in nation.⁷

Utah's overall state and local spending has been decreasing relative to personal income for the past two decades. The U.S. Census Bureau organizes tax expenditures into 10 categories. Figure 1 shows that K-12 education accounts for Utah's largest proportion of its state and local government expenditures. Its decline has been responsible for the overall spending decline. While expenditures for interest on general debt and for natural resources have declined, they

Figure 1: Utah State and Local Expenditures per \$1,000 of Personal Income



Note: Higher education includes tuition revenues, which have increased faster than tax-funded budget appropriations. Note: Data for 2001 and 2003 are averages of their respective previous and subsequent years.

Source: U.S. Census Bureau State & Local Government Finance, U.S. Bureau of Economic Analysis. Calculations by Utah Foundation.

represent a small proportion of overall expenditures. All other spending categories have remained steady or increased.

Most of the spending on K-12 education comes from taxes. This report focuses primarily on taxes, beginning with tax burden, public education taxing effort, and the tax and policy changes that have affected public education revenues over time.

TAX BURDEN

The decrease in state and local government spending is directly tied to decreases in taxes – a result of Utah’s decreasing tax burden. Utah Foundation defines tax burden as the taxes and mandatory fees that Utahns pay per \$1,000 of personal income.

There are three main kinds of taxes: those on consumption such as sales taxes, those on wealth such as property and inheritance taxes, and those on income such as personal and corporate income taxes. Governments also receive funding from fees, such as courts, airport services, and sewers. In Utah, taxes account for approximately two-thirds of state and local revenue each year while fees account for the remaining one-third.⁸

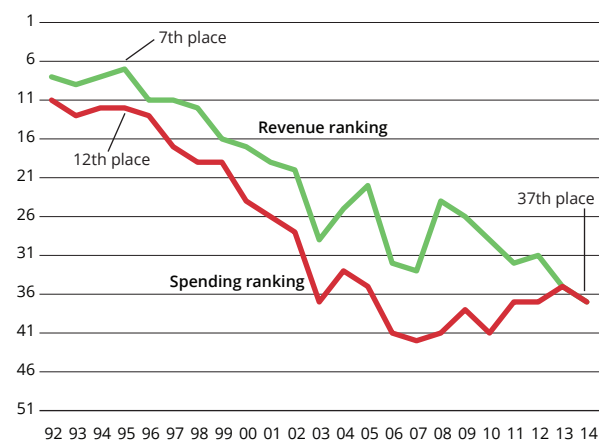
Utah’s total tax burden is lower than it has been in decades. In 2012, Utah reached its lowest level of tax burden in two decades: \$110.91 per \$1,000 of personal income. Utah’s tax level ticked up slightly in 2013 (the most recent data available) to \$111.36.⁹ The primary reason for the decrease in total burden is related to a reduction in state taxes.

K-12 EDUCATION FUNDING EFFORT

In Utah, K-12 education is primarily financed by income taxes and property taxes. Over the past twenty years, as with spending, the reduction in tax burden is primarily related to decreases in public education. While total revenue for K-12 education has generally increased over the years, these increases have not kept pace with income growth. In fact, Utah’s education funding per \$1,000 in personal income has fallen even more than the state’s total decrease in taxation and mandatory fees. While Utah’s overall tax burden has fallen nearly \$10 per \$1,000 since 1995, K-12 education funding has fallen by almost \$12 per \$1,000.

Like overall tax burden, Utah Foundation defines K-12 education funding effort as the proportion of Utahns’ incomes that are dedicated to funding K-12 education per \$1,000 in personal revenue. There has been a long-term decline in education funding effort since the mid-1990s, from as high as 7th in the nation in 1995 to a record low of 37th in 2014. In other words, the state’s personal income now

Figure 2: National Ranking of Utah's Public Education Funding and Spending Effort



Note: Ranking based off 50 states and Washington D.C. Current spending excludes amounts spent on capital construction, interest on debt, adult education, and other non-K-12 programs. The revenue figures include all revenues for public education, including those spent on non-current expenditures.

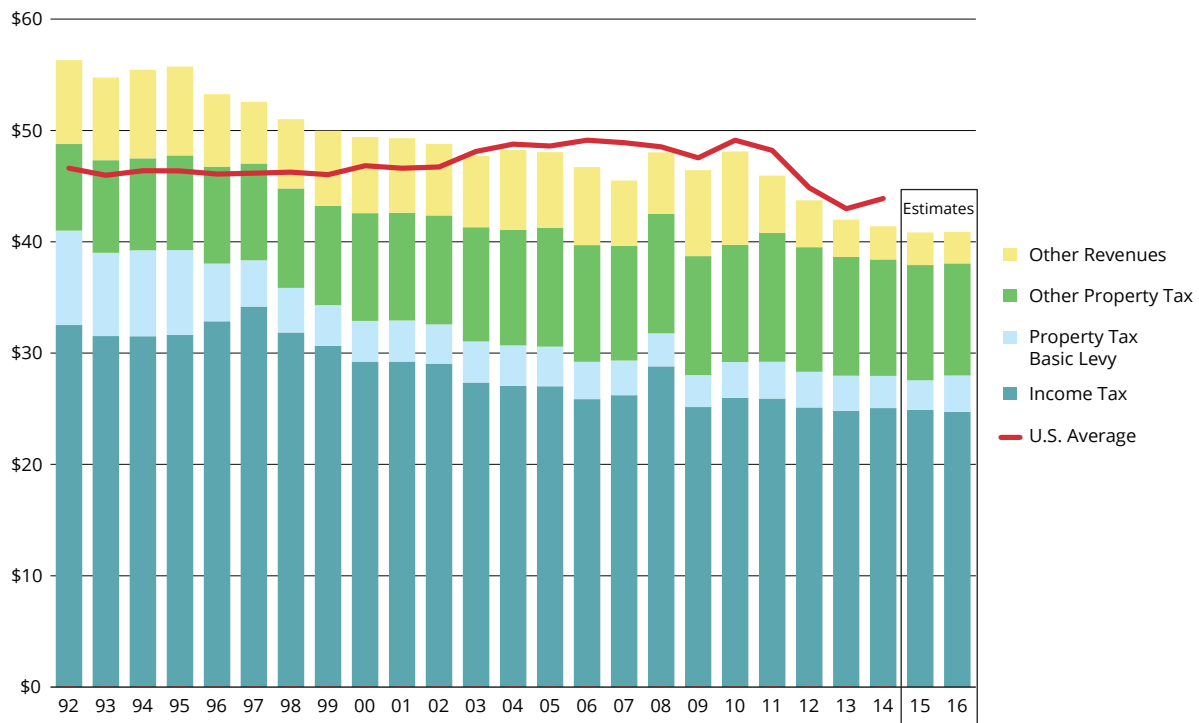
Source: U.S. Census Bureau Public Education Finances.

invested in Utah public education has diminished significantly while that proportion in other states has diminished to a lesser extent, remained stable, or risen.

Figure 3 clearly shows the tax revenues in Utah that are decreasing as a portion of personal income. Income tax revenue is decreasing. The state-mandated basic levy property tax is decreasing. “Other revenues,” which are primarily federal amounts, are also decreasing. However, other local property taxes, controlled by local school district boards and the voters in these districts, increased over the same period.

It is important to note that tax reductions as a portion of personal income are due in part to increasing incomes over time. Actual tax revenues may have been decreasing, remaining stable, or simply not increasing along with incomes.

Figure 3: Utah’s K-12 Education Revenues per \$1,000 of Personal Income, and U.S. Average



Note: 2015 and 2016 breakdowns are estimates.

Source: U.S. Census Bureau Public Education Finances, U.S. Bureau of Economic Analysis. Calculations by Utah Foundation.

Utah’s funding effort decreased over 20 years from \$56 per \$1,000 of personal income in 1995 to \$41 in 2014. This equates to a total reduction of 25.7%.¹⁰

However, the state does not collect all of the revenues that go into the calculation of K-12 education funding. Some are federal and others are local. Accordingly, Utah Foundation determined that a better measure might be to calculate the increase in funding needed to reach Utah’s level of effort in 1995 using only amounts controlled by the state government. For school year 2014, \$2.7 billion was from income taxes and \$300 million was from the state-mandated basic levy property tax. This is a combined total just short of \$3 billion.¹¹

Utah's reduction to income tax and basic levy revenues over 20 years per \$1,000 of personal income from \$39 in 1995 to \$28 in 2014 equates to a total reduction of 28.7%.¹² Increasing revenues in 2014 by \$11 per \$1,000 of personal income to \$39 – or an increase of 40.4% – would have required an increase in revenue of \$1.2 billion. This would bring income tax and basic levy revenues to \$4.3 billion.¹³ A boon for school revenue of this size would result in an increase in funding of nearly \$2,000 per pupil, or an average of over \$1.2 million for each Utah school.

Utah is not alone with a decreasing K-12 education funding effort. The national average effort was flat through the early 2000s and increased – in part due to federal investments – for several years until 2010. However, since then it has slipped from \$49 per \$1,000 of personal income in 2010 to \$45 in 2014, a decrease of 11%. See Figure 3 for details.

These calculations are based upon U.S. Census Bureau estimates. These spending and revenue estimates are lower than the numbers detailed in the Utah State Board of Education reports and from other Utah sources (see the note for differences).¹⁴ However, it would be prohibitively difficult to determine these amounts for each state in the nation. Accordingly, while they have their shortcomings, Utah Foundation uses the U.S. Census Bureau calculations – informed by USBE – to determine K-12 education finance efforts.

DECREASES IN EDUCATION FUNDING

Decreases in education funding have come primarily on the heels of four major policy changes. One is the Truth in Taxation laws in the 1980s which were implemented to curb property tax increases. Then, in 1995 and 1996 there was a tax relief effort that resulted in cuts to property tax revenue expansion and income taxes (as well as sales tax exemptions for the ski industry and others).¹⁵ Another was in 1996 when voters changed the Utah Constitution to allow higher education to share the income tax portion of education funding. Lastly, income tax reform in 2007 decreased revenue for education.

Note that the sum of these changes is greater than the \$1.2 billion estimate based upon revenues for K-12 education per \$1,000 personal income. One possible explanation for this is if the changes of the mid-1990s had not been made, today's education funding effort would have even been higher than the effort in 1995. As a point of caution, these policy changes would have affected one another and economic growth, thus affecting overall K-12 education funding impacts.

INCOME TAX

Income tax and policy changes over the past 20 years have resulted in an estimated \$350 million annual, inflation-adjusted reduction to income taxes. This is a rough estimate since the tax and policy changes did not happen in a vacuum, and thus could have impacted one another or the state economy itself. This calculation is based upon fiscal impact estimates made when these laws were passed. Before calculating these estimates, this report examines the history of the income tax and the background to the tax changes. The income tax portion of this report focuses primarily on the personal income tax, since corporate income tax makes up a small portion of overall tax revenue.

History

During the Great Depression, numerous states began to look toward broadening the tax base by reaching beyond property owners.¹⁶ One way to do this was by taxing income. Utah followed this trend and adopted the income tax in 1931. The first returns were received in 1932.¹⁷

In 1946, voters adopted an amendment to the Utah Constitution stating that “revenue received from taxes on income... shall be allocated to the support of the public school system...” by putting such revenue toward what is now referred to as the Education Fund. That went into effect in 1947. This indelibly tied the income tax to K-12 schools and, as is discussed later in this report, to higher education.

Since its inception, per capita collection has increased, though with periodic dips. The largest such dips coincided with U.S. economic recessions, particularly the 1981-82, 2001, and 2007-09 recessions. The most recent recession began months after the Utah Legislature made final changes to what would be the largest income tax reduction since the tax’s inception. A smaller, though still major tax cut, had come just ten years before.

The 1996 Utah Legislature passed several changes that affected income tax revenue. These changes came on the heels of a rapidly expanding economy at a time when Utah Foundation noted that the education fund contained “more money than was needed to fund public education.”¹⁸

The 1996 laws provided income tax deductions for health insurance premiums of self-employed workers, for contributions to a College Savings Incentive Plan, and for lowering the top tax bracket from 7.2% to 7.0%. Other lower brackets were reduced the following year.

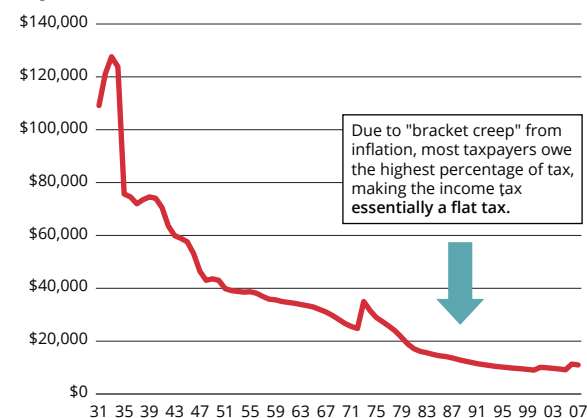
Tax Brackets

Two often-cited measures of income tax fairness are horizontal and vertical equity. Horizontal equity is when people that are in similar situations pay the same amount. Vertical equity dictates that people with ability to pay more do pay more. Progressive vertical equity is that people with the ability to pay a higher rate pay more, and regressive is the opposite. Progressivity and regressivity are determined by tax brackets, as well as the phase-out of credits and deductions at increasing income levels.

When paying federal income taxes, wage earners pay 10% tax on a certain portion of their income, 15% on the next portion, 25% on the next, all the way up to 39.6% for very high earnings. The portions of income are adjusted each year with the Consumer Price Index to account for inflation. For example, in 2016, all single tax filers must pay 10% on their adjusted earnings of up to \$9,275, 15% between \$9,275 to \$37,650, and so on until paying 39.6% on earnings over \$415,050.¹⁹

Utah income taxes were subject to tax brackets until 2007. However, unlike the federal brackets, they were not tied to inflation. As such, the Utah income tax succumbed to “bracket creep” over the years. For instance, when the income tax was first implemented in 1931, the top tax bracket for all filers was for income of \$8,000 and over. When adjusted for inflation, this is equivalent to over \$100,000 today. The brackets were most recently adjusted in 1973, 2001, and 2006.

Figure 4: Income Tax Bracket “Creep” - Income threshold subject to highest tax rate, 1931 to 2007, adjusted to 2007 dollars



Note: Top tax bracket for married people filing jointly and heads of households.

Source: Utah State Tax Commission, Utah Foundation calculations.

In 2007, the last year of tax brackets in Utah, the top tax bracket for married people filing jointly and for heads of households was \$11,001 and more. For singles and married people filing separately it was \$5,501 and more. Accordingly, in 2000, Utah Foundation reported that some thought that “Utah’s income tax had become effectively a one-rate system” since most taxpayers were in the top bracket.²⁰

The 2007 Tax Cuts

In 2007, cuts to sales and income taxes were passed unanimously by the Utah Legislature and signed by Governor Huntsman. The 2007 tax cuts – branded as tax relief and reform – essentially provided a tax cut for 98% of all Utahns.²¹

These cuts removed the bracket system in lieu of a flat rate for all income. This lowered what had been effectively a flat rate of 7.0% to an actual flat rate of 5.0%. Bracket creep had been partially responsible for the increase in income tax revenue per person over time. Bracket creep occurs when tax brackets are not adjusted for inflation and rising incomes push taxpayers into higher tax brackets over time even if their incomes are only rising with inflation.

It is generally accepted that relying on bracket creep for revenue increases is not good policy. Nonetheless, bracket creep did result in a gradual increase to Education Fund revenues. More importantly, lowering of the rate by two percentage points resulted in the largest decrease in income tax revenue since implementation.

Aggregated Income Tax Changes

The 2007 tax cuts are not the only income tax law changes that affected Education Fund revenues in the last 20 years. Those and additional cuts are shown in Figure 5. The figure, to make it easy to follow, is limited to bills passed since 1995 with more than a \$1 million impact. Legislation that increased or decreased revenues in the Education Fund by more than \$1 million from 1995-2016 resulted in a total decrease of

Figure 5: List of Bills Passed Between 1995 and 2016 with Effects of Greater than \$1,000,000 on Education Funding, adjusted to 2015 dollars

| Year | Bill Number | Bill Name | Effect |
|--------------|-------------|---|-----------------------|
| 1996 | HB 404 | Health Care Insurance Deduction | -\$5,906,966 |
| | HB 405 | Minimum School Program Act Amendments | 2,215,112 |
| | SB 237 | Income Tax Reductions | -\$9,069,657 |
| 2001 | SB 36 | Individual Income Tax – Bracket Adjustments | -\$23,714,875 |
| 2005 | SB 13 | Individual Income Tax – Subtraction for Certain Military Income | -\$1,293,248 |
| 2006 | SB 4001 | Income Tax Amendments | -\$85,866,551 |
| 2007 | SB 223 | Tax Amendments | -\$138,679,863 |
| 2008 | SB 359 | Tax Changes | -\$23,641,265 |
| 2009 | SB 14 | Financial Incentives for Motion Picture Productions | -\$8,470,747 |
| 2010 | SB 242 | Economic Development Incentives for Alternative Energy Projects | -\$5,087,141 |
| 2012 | HB 365 | Revisions to Tax | 4,374,941 |
| | HB 35 | Extension of Recycling Market Development Zone Tax Credits | -\$2,136,599 |
| 2014 | HB 74501 | Energy Efficient Vehicle Tax Credits | -\$1,300,000 |
| Total | | | -\$348,576,859 |

Note: Only bills with ongoing changes are included.
Source: Utah Office of the Legislative Fiscal Analyst fiscal notes to bills.

nearly \$350 million dollars. That is, the Education Fund currently has approximately \$350 million less revenue each year in inflation adjusted dollars.

In addition to those bills with effects over \$1,000,000, there are bills passed almost every year that have smaller effects. The bills passed between 2012 and 2016 had some small negative effects and small positive effects on the Education Fund. See Figure 6 for annual effects and the appendix for details.

Exceptions and Inducements

There are additional important components of income taxes that affect revenues, such as exceptions and inducements. These are generally used to promote the public good, bolster economic development, increase economic efficiency, and sometimes simply used to create what is considered good tax policy.²² However, by their very nature, they lower income tax revenues.

Exceptions include deductions, exemptions, and some tax credits. The most common deduction is the standard deduction that people claim when they file their taxes. These are included in tax policy because lawmakers recognize that some of one's income is spent on things that are either basic for survival or are considered social goods. Deductions are related to taxpayers' expenses and account for those expenses that would otherwise be taxed. These remove a portion of one's income from taxation.

The most common exemptions are the "personal exemption" and those tied to taxpayers' dependents. These are in effect the same as deductions. Under Utah's current flat-rate tax, deductions and exemptions are combined into a "taxpayer tax credit" which phases out with higher incomes.

Policy makers not only use tax code to provide revenue, but also to induce certain behavior. This is often done using inducements such as tax credits, like those used to induce people to install solar power arrays on their homes and businesses and those used to entice the filming of motion pictures in the state.

In total there are 69 exceptions and inducements to personal and corporate income taxes in Utah.²³ Their estimated total value is \$1.4 billion, which result in foregone income tax revenue. The largest, by far, is the taxpayer tax credit that totals \$1.2 billion.²⁴ Others include individual taxes paid to another state totaling \$73 million, the retirement tax credit totaling \$45 million, a corporate Credit for Research Activities of \$40 million, a corporate Enterprise Zone Tax Credit of \$14 million, an individual Tax Credit for Increased Research of \$13 million, and a corporate Economic Development Tax Increment of \$11 million.

A flurry of tax credit and incentive bills passed the Utah Legislature in the early parts of this decade. One of them, Senate Bill 198 Economic Development Incentive Amendments from 2010, is expected to result in a modest reduction to Education Fund revenue of around \$6 million.²⁵ Another of them, SB 100 Income Tax Credit or Refund Amendments from 2010, would forgo approximately \$35 million but its fiscal note indicated that the Utah State Tax Commission was "not currently enforcing provisions of statute as written and thus elimination of those provisions will not result in real revenue loss."²⁶ SB 65 Alternative Energy Development Tax Incentives from 2012 could forgo Education Fund revenue of around \$60 million by 2025.²⁷

Figure 6: Total Expected Annual Effects on the Education Fund of Bills Passed between 2012-2016

| Year | Amount |
|------|--------------|
| 2012 | \$3,266,000 |
| 2013 | 1,435,000 |
| 2014 | 1,198,000 |
| 2015 | -1,763,000 |
| 2016 | -6,251,400 |
| 2017 | -2,131,100 |
| 2018 | -\$2,763,700 |

Note: These amounts are not adjusted for inflation since the Consumer Price Index estimates for 2016-2018 were not available at the time of publication. See the appendix for details.
Source: Utah Office of the Legislative Fiscal Analyst bill fiscal notes, Utah Foundation calculations.

The biggest potential effect is through SB 242 Economic Development Incentives for Alternative Energy Projects from 2010. The bill's fiscal note concludes that "enactment of this bill would result in foregone revenue in the long run of up to \$360 million annually."²⁸

During the 2016 Third Special Session, the Utah Legislature passed House Bill 3001 – Tax Credit Review Amendments. This requires that the Revenue and Taxation Interim Committee review credits, including those related to individual income tax and corporate income tax. The review will pertain to the cost, purpose, benefit, and effectiveness of the credits.²⁹ If the review results in reduction or repeal of any credits, revenues in the Education Fund would rise.

1996 CHANGE TO THE SCHOOL FUND

The Education Fund was created in 2006. Prior to that, funding from income taxes flowed to the Uniform School Fund.³⁰ However, both were used in essentially the same manner.

In 1996, the Utah Legislature passed Proposition 6, allowing voters to decide on a Utah constitutional amendment that resulted in K-12 public education sharing Uniform School Fund revenues with higher education and with the Utah College of Applied Technology. The summary text to Proposition 6 read as follows:

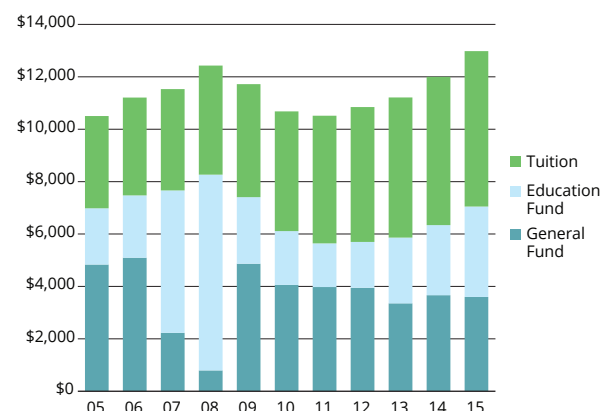
Amends the Utah Constitution to 1) establish the definition of "public education system" for purposes of authorizing the expenditure of the available interest from the State School Fund and revenues from the Uniform School Fund in support of the public education system; and 2) specify that the revenues from income tax or intangible property tax are to be used for the support of the higher education system in addition to the public education system.³¹

Voters passed this amendment and five others that same year. It may seem significant to change the Utah Constitution, but it is not nearly as uncommon as changing the U.S. Constitution. In fact, by 1996, Utah's centennial year, voters had already considered 140 amendments and had passed 91 of them.³²

Since the passage of Proposition 6, higher education has been appropriated as much as 25% of the Education Fund per year – topping out in 2008. Between 2015 and 2017, over 20% of this fund was used to fund higher education, in lieu of being allocated funds from the General Fund.

When Proposition 6 passed, the Utah Education Association's director of advocacy programs and political action said that "the bottom line is, we don't think it will result in less funding for public schools... we can change it and include higher education and still do as well for public schools."³³ A vote against the amendment would not necessarily have ensured more funding for K-12 education, because the income tax could have been reduced in future years if policymakers thought the fund contained more revenue than the schools needed.

Figure 7: Per-Pupil Higher Education Funding Sources, Adjusted for Inflation



Note: Figure does not include those in continuing education or those in self-supported remedial education at the institutions. Excludes capital facilities and Utah College of Applied Technology amounts.
Source: Utah Office of the Legislative Fiscal Analyst, Utah System of Higher Education. Utah Foundation calculations.

Education Fund revenues used by higher education have fluctuated over time, but funding has trended upwards, from \$50 million in 1997 to over \$800 million twenty years later.³⁴ However, the funds directed toward higher education have not necessarily resulted in a higher level of funding for Utah's colleges and universities. Figure 8 shows that in years when Education Fund dollars increased significantly, such as 2007 and 2008, General Fund dollars decreased. The same is beginning to show for 2013 through 2015. In recent years, Education Fund amounts appropriated to higher education have fluctuated between 30 and 90 percent of their sales tax funds, depending on the needs and revenues each year as determined by the Legislature. The Education Fund revenues have acted as pass-through amounts that have allowed General Fund revenues – from the state sales tax – to be used for other governmental services.

Linkage of the Education and General Funds

The Proposition 6 constitutional amendment provided a linkage between the Education Fund and the General Fund that did not previously exist. As noted, the decrease in funds available to public education have not necessarily resulted in an increase in funds for higher education. That is because General Fund dollars (which are mostly from sales taxes) previously allocated to colleges have been shifted to other programs, such as transportation. The result of Proposition 6 is that funds can now pass fluidly between each of the previously separate funds, as illustrated in Figure 8.

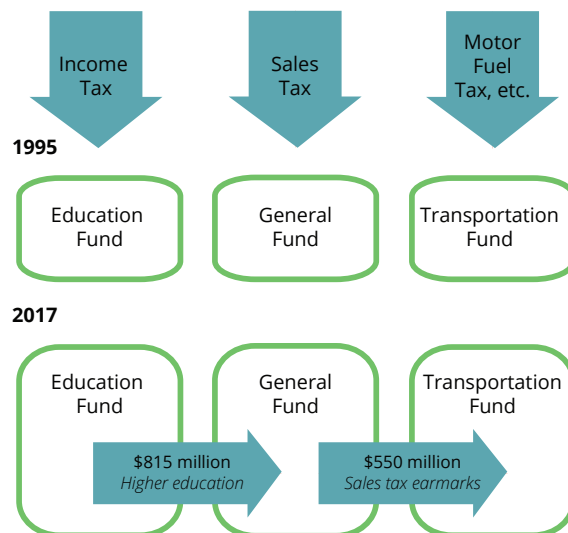
Transportation earmarks from the General Fund can tangentially affect K-12's share of the Education Fund since a more limited amount of general revenue in the General Fund puts pressure on higher education to compete with Education Fund dollars.

The transportation earmarks (or set-asides) from the General Fund are an estimated \$550 million in 2017. These have steadily increased since the enactment of House Bill 1008 from the 2005 First Special Session, which created the Transportation Investment Fund of 2005 to maintain state and federal highways.³⁵ At that time, total earmarks were less than \$50 million per year. The increase is expected to slow in coming years as the increases of revenues into the fund reach codified limits.³⁶ This limit will likely be reached in 2018.

On the surface, it might appear then that transportation has been experiencing a sharp increase in revenues. However, this is not the case.

As previously shown in Figure 1, the ratio of transportation expenditures to personal income has held steady for the past 20 years. This is due in part to a motor fuel tax that had not increased since being set at 24.5 cents per gallon in 1997. Revenue from that tax has been losing value to inflation ever since. While the motor fuel tax was changed in 2015, by 2016 the change had not significantly increased transportation funding.

Figure 8: Previously Separate “Buckets” of Funding have been Connected Since 1996



Source: Utah Office of the Legislative Fiscal Analyst.

PROPERTY TAX

Effects of tax and policy changes over the past 20 years have resulted in annual, inflation-adjusted reductions in revenue of over \$600 million from the basic levy property tax. This is the state-mandated tax that is used for public schools.

Overview

Property taxes are levied locally, by cities and towns, counties, school districts, and special taxing districts. The tax levels are typically based upon property valuations set by county assessors. Each county collects these taxes and then distributes them to the taxing entities. The Utah State Tax Commission values “centrally assessed property” such as railroad and utilities that cross county lines.

For the 2015 school year, \$300 million in school revenues were from the basic levy. Another \$700 million were from voted local and board local levies. The remaining local school property taxes equaled nearly \$600 million for debt payments on buildings and capital projects.

In Utah, education funding is actually shifting more toward the state’s responsibility. In the early 1990s the state was responsible for 51% of education funding. It is now responsible for 58% – compared to 47% nationally.³⁷ This is due in part to Utah state code restricting local revenue generation. That said, many school districts do not levy as much as they could, leaving potential property tax revenue on the table, which elected officials may forego in deference to their constituents.

History

The Utah Territory began charging a 1% tax on property in 1851, though most of the tax at that time was paid in grain.³⁸ In 1896, when Utah became a state, it used a statewide tax of its residents based upon their real and personal property. The tax was assessed by the state until 1935 and then was periodically state-assessed until 1945.³⁹

With the introduction of income and sales taxes in the early 1930s, and with property tax law and rate changes over time, the property tax has had a declining proportion of the overall state revenue. Income, sales, and property tax now each make up about one-third of the state’s tax revenue.

Changes since the Mid-1990s

During the mid-1990s, in response to rising property values, the Utah Legislature increased property tax exemptions and reduced the state-mandated basic levy for schools. In 1994, the Utah Legislature increased the exemption for primary residential property from 29.5% to 32%, and at the same time it lowered the basic rate from 0.4275% to 0.4220%.⁴⁰ Larger changes came the following year.

In 1995, in response to large state surplus and “continued complaint about the property tax from areas which had just been revalued,” the Utah Legislature lowered the basic levy by 32% and raised the residential exemption to 45% (the maximum allowable under the Utah Constitution).⁴¹ This equaled a \$67 million tax cut to basic levy revenues.

In 1996, the Utah Legislature again saw surpluses and gave tax cuts, \$25 million of which were to basic levy revenues. These cuts equaled a 35% reduction from 1994 to 1996.

Exemptions

Changing the tax rate is fairly straight forward, but exemptions require a bit more discussion. As noted, exemptions played a role in the property tax changes in the 1990s. As an example of a property tax exemption, a Utahn with a house valued at \$200,000 and a 45% exemption would only pay property tax on \$110,000 of the value of the home.

In 1982, voters approved a constitutional amendment allowing property tax exemptions to a more broadly defined “primary residential property,” and the Utah Legislature voted on a 25% exemption effective in 1983.⁴² In the 1990s, residential property tax exemptions rapidly increased to the level they are today.

Other types of property tax exemptions and abatements include those for veterans with disabilities, armed forces personnel, people who are legally blind, some lower income older Utahns, people with disabilities, and people experiencing “extreme hardship.”⁴³ Exemptions to the taxable or assessed value of the property result in an effective tax rate that is lower than the actual rate (see Figure 10).

Truth in Taxation

The 1995 property tax changes also made the basic school levy subject to “Truth in Taxation.” Truth in Taxation affects how Utah governments and special districts set tax rates. This policy places pressure on local agencies to hold property tax revenues level without adjustments for inflation. By keeping revenue flat, Truth in Taxation tends to reduce inflation-adjusted revenues over time.

In 1969, the Utah Legislature passed a law to cap property tax increases that resulted from property revaluation to 106% of the previous year’s revenue. This was in response to property tax reappraisal. Truth in Taxation was enacted in 1985 as a tradeoff to repeal the 106% limitation.

The Utah Legislature passed the Tax Increase Disclosure Act in 1985 with amendments in 1986. Simply, the act requires governing bodies to provide notices to the public and hold public hearings when the bodies make tax changes to increase their budgets.⁴⁴ Even holding the tax rate steady is considered a tax increase if property values are rising, because it results in higher revenues than the previous year. If new people and businesses move into an entities’ tax jurisdiction resulting in new property development, revenues are allowed to increase from this growth without being labeled as a tax increase, but inflation is not accounted for.

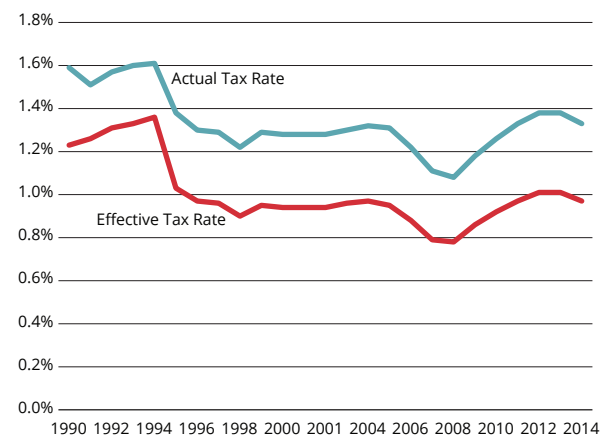
The county auditor is required to establish a “certified tax rate,” which adjusts the tax rate to hold the total tax revenue constant. To choose any rate higher than the certified rate, governments must advertise

Figure 9: Property Tax Exemptions for Primary Residences

| Year | Exemption |
|------|-----------|
| 1983 | 25% |
| 1991 | 29.75% |
| 1992 | 29.50% |
| 1994 | 32% |
| 1995 | 45% |

Source: Utah State Tax Commission, and Laws of the State of Utah passed at the 1991 General Session of the Forty-Ninth Legislature, Authority publishers.

Figure 10: Property Tax Rate - Actual compared to Effective



Source: Utah State Tax Commission.

that they are increasing taxes and hold a tax hearing. Prior to its applicability under Truth in Taxation in 1995, the basic levy property tax rate generally held steady for years at a time, like 1987 through 1990 and 1991 through 1993.⁴⁵ This allowed revenues to grow as property values rose. Now, the rate changes every year, typically trending downward as property values rise, as seen in Figure 11.

According to a 2007 analysis from the Utah Taxpayers Association, “property taxes have grown at a much slower rate since Truth in Taxation’s enactment than before.”⁴⁶ Revenue grew at an annualized rate of nearly 10.8% between 1980 and 1986 (the six years before the law’s enactment) but at 5.9% between 2000 and 2006. When accounting for inflation and population growth, these rates are about 7.0% and 5.5%. The Utah Taxpayers Association used these timeframes since they excluded the two reductions to the basic levy and other county reductions between the enactment of Truth in Taxation and 2000.

In part due to Truth in Taxation and to the mid-1990 tax relief, the basic levy has been funding a lower proportion of K-12 education over time. The difference between the basic levy revenue in 2014 and the revenue that could have been received in 2014 had the tax been kept at its 1994 rate is approximately \$608 million.

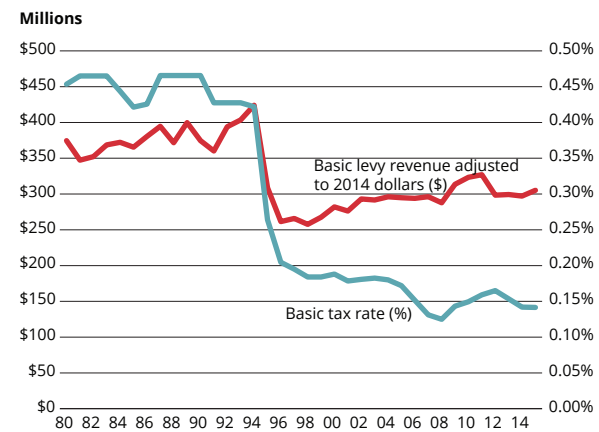
Other Property Tax Reductions

A recent property tax audit revealed other downward effects on property tax revenue. Growth has been inaccurately calculated, which lowered rates, reducing “roughly 1% of annual property tax collections,” or “over \$100 million of improperly reduced property tax revenue” over the past decade.⁴⁷

Redevelopment agencies – or RDA – also affect revenue. They were authorized by the Utah Legislature in 1965.⁴⁸ This allowed for cities and towns to create agencies that would rehabilitate or redevelop “blighted” areas in their communities.

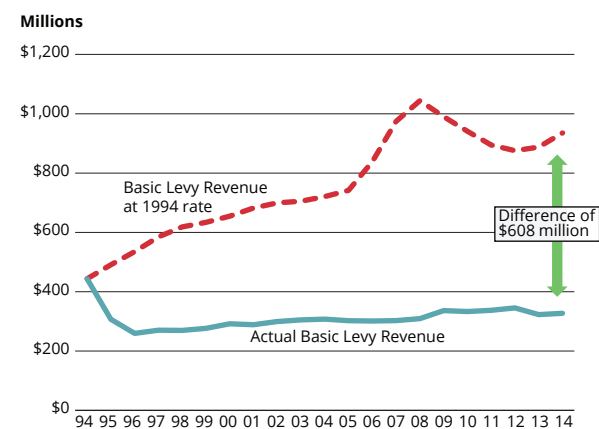
As currently written, the Community Reinvestment Agency Act allows redevelopment agencies to direct incremental increases in property taxes caused by new development toward other uses, such as paying off bonds and other financing vehicles that pay for infrastructure that serves the property.⁴⁹ There are 76 RDAs in the state, though several are inactive. Over \$50 million in total property tax revenues was taken annually by RDAs between 2000 and 2007, and over \$100 million has been taken annually since 2008.⁵⁰

Figure 11: Decrease in Basic Levy Property Tax Since 1980



Source: Utah Office of the Legislative Fiscal Analyst.

Figure 12: Basic Levy Difference between Collected Revenue and Forgone Revenue at 1994 Tax Rate



Source: Utah Office of the Legislative Fiscal Analyst. Calculations by Utah Foundation.

A West Jordan Facebook datacenter deal that failed to materialize in 2016 was rejected in large part due to the State Board of Education being leery about the RDA funds that Jordan School District would have foregone under the project (Salt Lake County was also not interested in the deal).⁵¹ RDAs have impacted the basic levy by an average of about \$13 million annually over the past ten years.

RECENT MEASURES TO INCREASE FUNDING

There has been a recent increase to the basic levy for K-12 education revenues. In 2015, the Utah Legislature passed Senate Bill 97, which increased property taxes for individuals and businesses in a \$75 million K-12 school district equalization effort.⁵² According to the fiscal note on the bill, homeowners in average homes (valued at \$250,000) could see an increase of just under \$50 per year. The revenue from Senate Bill 97 is not insignificant. However, it is a small portion of the increases in funding over the past five years, much of which has been consumed by school population growth and inflation over the past five year.

Where did the \$1.8 billion go?

Utah policymakers have claimed that over the previous five years an additional \$1.8 billion has been put into education.⁵³ This is true, and on its face seems significant for K-12 public schools. Almost half that amount went toward higher education. Of the other half, a large portion was in repeatedly counted “one-time” amounts for K-12 schools. Accordingly, the increase in new state funding over the five years is equal to \$549 million, an annual average of \$110 million or 4.3%. That too seems significant. However, recent state budget appropriations to K-12 schools have been largely consumed by student population growth and inflation. In analyzing the effects of inflation and growth, Utah Foundation has utilized only the state portion of funding.

K-12 education enrollment growth in Utah is the highest in the nation, in the neighborhood of 2% or 10,000 students per year. When accounting for this growth, the \$110 million annual revenue increase between 2011 and 2016 is reduced by \$46 million. However, growth is expected to slow over time, benefiting K-12 education financing.⁵⁴

When accounting for inflation, the \$110 million annual revenue increase between 2011 and 2016 is reduced by another \$41 million. Future K-12 education revenue will likely continue requiring increases to accommodate for this inflation. Inflation is an important consideration because it affects the costs of running schools (e.g., supplies, utilities, and salaries).

Figure 13: Basic Levy Forgone Due to RDA Projects

| Year | Percentage | Annual Amount |
|------------------------|--------------|---------------------|
| 2005 | 4.57% | \$10,841,615 |
| 2006 | 4.30% | 10,509,218 |
| 2007 | 3.66% | 9,294,852 |
| 2008 | 4.41% | 11,839,498 |
| 2009 | 4.30% | 12,439,960 |
| 2010 | 5.94% | 15,883,297 |
| 2011 | 6.07% | 17,393,645 |
| 2012 | 5.23% | 15,494,663 |
| 2013 | 5.38% | 14,789,632 |
| 2014 | 5.55% | 14,659,509 |
| 10-year average | 4.94% | \$13,314,589 |

Source: Utah State Board of Education, Utah Foundation calculations.

Figure 14: Actual Revenue Increase of Growth and Inflation on Recent Increases in Education Funding, Millions of Dollars

| Year | State-controlled Revenue | Nominal Revenue Increase | Effect of Student Growth | Revenue Lost to Inflation | Actual Revenue Increase |
|---------------------------|--------------------------|--------------------------|--------------------------|---------------------------|-------------------------|
| 2011 | \$2,337 | | | | |
| 2012 | 2,423 | \$87 | -\$53 | -\$51 | -\$17 |
| 2013 | 2,548 | 125 | -43 | -37 | 44 |
| 2014 | 2,668 | 120 | -43 | -49 | 28 |
| 2015 | 2,770 | 102 | -50 | -32 | 20 |
| 2016 | \$2,885 | 115 | -43 | -38 | 34 |
| Avg. annual amount | | \$110 | -\$46 | -\$41 | \$22 |
| Five-year total | | | | | \$110 |

Note: Nominal revenue increase minus effect of student growth and revenue lost to inflation equals actual revenue increase. Amounts may not total due to rounding. Source: Utah State Board of Education, U.S. Bureau of Labor Statistics. Calculations by Utah Foundation.

Together, the needs of increased student counts and modest inflation consumed about \$88 million per year between 2011 and 2016. What remains from these funding increases is just under \$22 million per year in new financial capacity for schools.

PERSPECTIVES ON RANKINGS

Some Utahns feel that current levels of funding are not sufficient for public education. In recent years, several proposals have arisen that would have resulted in increased income tax revenue. These include a reduction in the number of allowable income tax exemptions by Senator Pat Jones in 2014, an increase to the income tax rate from 5% to 5.5% by Senator Jack Draxler in 2015, and an income tax increase of seven-eighths percent by the citizens group Education First in 2016.⁵⁵

New K-12 education funds should become available under Amendment B, a 2016 ballot initiative which amended the Utah Constitution to “increase and stabilize the distribution from the permanent State School Fund.”⁵⁶ For the past 20 years the fund has been paying out revenues from Utah’s state trust lands at around 2% annually – \$45.7 million in 2015.⁵⁷ The corresponding Senate Bill 109 codified a new formula to cap distribution at 4%, allowing it to as much as double.⁵⁸

What is the appropriate increase in funding, if any? And how should any such increase in funding be spent? Additional revenue could be used toward programming which show positive results, such as pre-school and full-day Kindergarten for children from lower-income households. It could also be used to rectify current problems facing Utah school districts, such as addressing teacher shortages.

Any of these possible funding areas warrant their own reports to analyze costs and benefits. For the sake of this report, Utah Foundation has simply run some numbers based upon targets related to the topics previously analyzed herein, such as per-pupil spending and spending per \$1,000 of income.

Funding Options

If Utah simply wanted to get out of last place in per-pupil spending – pulling ahead of Idaho – it may not have to do anything. Idaho has some similarities to Utah. While Utah has the greatest proportion of school aged children in the nation (22.1%), Idaho is second greatest (19.5).⁵⁹ While Utah has the smallest working age population in the nation (59.4%), Idaho is second smallest (59.9%).⁶⁰

Figure 15: Range of Per-Pupil Funding

| | Rank | Amount |
|----------|---------------|---------|
| Utah | Lowest | \$6,500 |
| Idaho | Second lowest | 6,621 |
| U.S. | Average | 11,009 |
| New York | Highest | 20,610 |

Source: U.S. Census Bureau, Public Elementary-Secondary Education Finances.

These similarities, and the fact that Idaho’s education expenditures are decreasing, might lead to the states switching places at the bottom. As shown in Figure 16, Idaho has decreased by nearly \$170 annually over the past three years, while Utah has increased by nearly \$8 per year. Since Utah is currently \$121 behind Idaho, if these per-pupil spending trends were to continue, Utah would surpass Idaho when the next U.S. Census reports are released.

The U.S. is a different story. Utah is \$4,509 behind the national average in per-pupil spending. Utah would need to increase its funding by 69%, or \$2.5 billion, to overtake the national average.

While Utah and Idaho have some similarities, Utah Foundation does not consider Idaho to be one of Utah's peer states. These include Colorado, Minnesota, Montana, North Dakota, South Dakota, as selected based on their similarity to Utah with respect to student poverty levels, parental education, and student race and ethnicity demographics.⁶¹

Utah's peers are showing a broad range in change of per-pupil spending. Minnesota, like Idaho, has recent reductions in annual per-pupil spending. Colorado, like Utah, has a very modest increase. Montana and the Dakotas are experiencing per-pupil increases near or above the national average, with North Dakota actually leading the nation. This is due in part to sky-rocketing employment and wages in North Dakota's oil fields, although that boom has since dissipated.

Utah is of course behind each of its peer states in per-pupil funding. However, Utah actually spends more than its peers on overall K-12 education per \$1,000 personal income (see Figure 17), though Utah is in the middle of its peers for current spending – which includes instruction, support services, and food services.⁶² Utah, its peer states, and the nation have seen a reduction in spending efforts since 1995. The U.S. declined by 6%, Colorado and North Dakota declined by 16% and 18%, respectively. Utah, South Dakota, and Minnesota all declined by about a quarter, and Montana by a third. As noted previously, these decreases are likely due in part to increasing incomes over time while actual tax revenues have been decreasing, remaining stable, or simply not increasing as fast as incomes.

K-12 Educational Outcomes

Rankings are one thing, but the true goal in education is outcomes. Measuring those outcomes on a national scale is tricky. For example, comparing graduation rates across states is fraught with difficulties, since different states have differing requirements for graduation. However, there is one long-running tool for state-by-state comparisons.

The National Assessment of Educational Progress (NAEP) from the U.S. Department of Education has been testing students for decades. It is the nation's "largest nationally-representative and continuing assessment of what America's students know and can do in various subject areas."⁶³

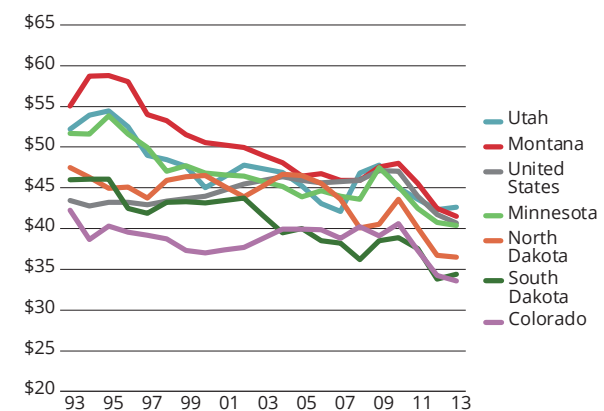
NAEP results are analyzed by average scores and by the percentage of students proficient in each subject area. NAEP does not recommend ranking states.

Figure 16: Average Annual Per-Pupil Spending Change 2011 to 2014

| | |
|-------------------------|---------|
| Utah | \$7.50 |
| U.S. | 72.56 |
| Low-funded state | |
| Idaho | -169.61 |
| Peer states | |
| Colorado | 3.85 |
| Minnesota | -44.19 |
| Montana | 138.77 |
| North Dakota | 522.28 |
| South Dakota | 65.58 |

Note: U.S. Census Bureau data from 2015 and 2016 were unavailable at publication. Peer states were determined in a previous Utah Foundation study.
Source: U.S. Census Bureau, Public Elementary-Secondary Education Finances. Utah Foundation calculations.

Figure 17: Utah and Peer States' Total K-12 State and Local Expenditures per \$1,000 of Personal Income



Note: Data for 2001 and 2003 are averages of their respective previous and subsequent years.
Source: U.S. Census Bureau State & Local Government Finance, U.S. Bureau of Economic Analysis. Calculations by Utah Foundation.

The test uses a small sample of students in any given state and the average test scores are so close together that it is impossible to determine with confidence that one state is performing better than the 5 to 20 states that typically have a score near it. Further, NAEP cautions that researchers take into account socioeconomic and educational factors, not just each state's score or percentage.

Utah's NAEP scores improved somewhat in 2015 compared the national average.⁶⁴ In fact, Utah is now better than the nation on the three major tests – reading, math, and science – for both fourth and eighth grades. However, this is an average of all students.

It is important to disaggregate – or separate – the results to look at different populations. This report focuses on only two racial and ethnic subgroups: white students and Hispanic and/or Latino students. In Utah, white children make up the majority of the students, and Hispanic and/or Latino children make up a vast majority of the students of color. The populations that identify with other races and ethnicities are so small as to preclude useful NAEP analysis.

When disaggregating for white and Hispanic/Latino students, Utah is not ahead of the U.S. except for white eighth graders on the science test. Utah is behind the U.S. average for Hispanic/Latino eighth graders in math.

When comparing Utah with its peer states, the results are a mixed bag, though better than the previous decade when Utah performed behind most of its peer states. In 2015, Utah does seem to be performing better than South Dakota on most major tests. Further, Utah is particularly successful in 8th grade science, with the aggregated score for all students beating out each of the five peer states.

However, when disaggregating the data, Utah's white students are no better (or worse) than their peers and Utah's Hispanic/Latino population scored lower than Montana. Even on the eighth grade science test, where Utah score overall was higher than almost all states in the nation, Utah's eighth grade Hispanic/Latino students were only higher than four other states. Utah could look toward Montana and North Dakota for their successes with Hispanic/Latino students.

As with disaggregating for race and ethnicity, NAEP allows for comparisons by whether the test-taking children are in households that have lower incomes (and thus eligible for free or reduced priced lunch). Utah's lower-income students do not seem to be performing better or worse than Utah's peer states.

But Does Increased Spending Help

Eric Hanushek is an oft cited education researcher who has not found a positive connection between funding and success, stating that “increased expenditures by themselves offer no overall promise for improving education.”⁶⁵ Instead, “on average, an additional \$1,000 in per-pupil spending is associated with a trivial annual gain in achievement.”⁶⁶

Figure 18: Comparison of Utah's 2015 NAEP Performance with Utah's Peer States, with Statistical Comparisons

| | | Reading | | Math | | Science | |
|--------------|--------|---------|-------|-------|-------|---------|-------|
| | | 4th | 8th | 4th | 8th | 4th | 8th |
| U.S. | All | Green | Green | Green | Green | Green | Green |
| | White | White | White | White | White | White | White |
| | Latino | White | White | Red | White | White | White |
| Colorado | All | White | White | White | White | n/a | n/a |
| | White | Red | White | White | White | White | White |
| | Latino | White | White | White | White | White | White |
| Minnesota | All | White | White | Red | Red | White | Green |
| | White | White | White | Red | Red | White | White |
| | Latino | White | White | White | White | White | White |
| Montana | All | White | White | White | White | White | Green |
| | White | White | White | White | White | White | White |
| | Latino | Red | White | White | White | Red | Red |
| North Dakota | All | White | Green | White | White | White | Green |
| | White | White | White | White | White | White | White |
| | Latino | White | White | Red | Red | White | White |
| South Dakota | All | Green | White | Green | White | Green | Green |
| | White | Green | White | Green | White | Green | Green |
| | Latino | White | White | White | White | White | White |

Key: Utah has higher score for green boxes, lower for red, and no difference for white.

Source: National Center for Education Statistics.

Recent work from Northwestern University and U.C. Berkeley has found different results, though instead of looking at increases in incremental funding over time, this analysis looked at school systems impacted by enforced school finance reform (when courts require significant increases in funding, for example). They also looked beyond test scores. The researchers found that a “10% increase in per pupil spending each year for all 12 years of public school leads to 0.31 more completed years of education, about 7% higher wages, and a 3.2 percentage point reduction in the annual incidence of adult poverty” and that “effects are much more pronounced for children from low-income families.”⁶⁷

Why Industries like Education (and Healthcare) are Requiring Additional Funding

Even if revenues increase, education systems face a phenomenon called “cost disease.”⁶⁸ Highly labor intensive industries (e.g. public education, higher education, and healthcare) face more quickly increasing costs over time. This is because labor costs rise more quickly than the average cost of living. Sectors that can increase productivity more easily, like manufacturing, which can use technological improvements to increase units of output per hour of labor, do not face such steep cost increases. Labor-intensive services find it much more difficult to increase output relative to labor hours, and as a result, education and healthcare spending by their very nature are expected to continue rising faster than general inflation.

Another way of looking at this is using State Higher Education Executive Officers association (SHEEO) methodology. Inflation, as measured by the Consumer Price Index from the U.S. Bureau of Labor Statistics (BLS), is based upon a basket of goods and services – mostly goods. Since the costs for higher education are about 75% staff, SHEEO developed a Higher Education Cost Adjustment where 75% is based upon BLS’s employment cost index and the remaining 25% is non-personnel costs from the gross domestic product implicit price deflator from the U.S. Bureau of Economic Analysis.⁶⁹ For the fifteen year period ended 2014, CPI inflation measured 91%, but SHEEO’s adjustment measured 107%.

Like higher education, the bulk of K-12 education expenses are for staff. This is a prominent theory about why costs are rising faster than inflation. This will likely continue to place pressure on agencies and tax payers for the future funding needs of schools.

PARTING THOUGHTS

This report looks at K-12 education funding and tax changes over time. From this, it is clear that Utah has been spending less than it had in the past on K-12 education per \$1,000 personal income. What is not as clear is how it has impacted the quality of education in Utah. As the previous State School Superintendent Brad Smith pointed out, the amount of money Utahns spend on education reflects what we put into the system when really what Utahns should be focused on is what they get out of the system.⁷⁰ If Utah can achieve similar results in education while applying less funding effort than it did 20 years ago, those increases in efficiency in education should be lauded.

In addition to evaluating whether additional funding is needed to improve outcomes, one also needs to assess whether other needs outweigh additional funding in education. As part of the Utah Priorities Project, when asked whether they would prefer to increase spending on education, law enforcement, healthcare, or transportation, less than half of Utahns selected education – although it was the largest single response.⁷¹ In figuring out how to best use taxpayer money, if education outcomes have continued to improve even with its lower levels of funding, it could be argued that an increased tax revenue could be used to provide funding toward other priorities.

Aside from balancing both outcomes and competing priorities, there is the issue of how taxpayers are impacted. The Utah Constitution guarantees a free education for all, and it makes sense to use income and property taxes to support that guarantee. However, taxes, especially at the extremes, can distort both market and individual behavior. Moreover, higher taxation on Utahns would result in less disposable income for many households, making it harder to adequately provide for their families.

Legislators in the past thought the spending on education was adequate and arranged for reductions in both property and income taxes. The first decade of the 2000s saw Utah's test scores declining compared to national averages and peer states. But since 2009, NAEP exams have shown Utah recovering much of that lost ground. Since outcomes over the long run have not drastically fallen, it could be argued that schools might continue to be funded at this lower level of taxation.

While educational outcomes have largely recovered from earlier declines, many Utah students continue to fall short of their full potential. There are a number of evidence-based programs that with a moderate increase in overall K-12 education funding can have a large impact on ensuring that all Utah children have the same opportunity to succeed. Such programming has the potential to have a broad, lasting, cost-efficient impact on educational outcomes.

Moreover, many Utahns support a higher priority on education than our current level of funding reflects. In Utah Foundation's 2016 Utah Priorities Project, K-12 education had the third-highest level of concern. Nearly one-half of Utahns support additional spending in education, and when asked if Utahns would be willing to pay higher taxes to increase money for public schools, 41% of Utahns agreed while 31% disagreed.⁷²

Additionally, many districts are encountering difficulties in finding enough qualified teachers to ensure Utah's children receive a quality education. Additional funding could allow districts to pay teachers adequately and attract the kind of talented professionals needed to provide a quality education.

Ultimately, Utahns will need to decide whether current outcomes at current levels of spending is sufficient for their children. Alternatively, if Utahns want to provide greater assurances that all children have opportunities for success in K-12 and to continue on to higher education, they many need to walk back some of the tax and policy changes over the past 20 years that have removed more than \$1 billion annually from public school budgets.

APPENDIX

Bills Passed between 2012 and 2016 and their Effects on the Education Fund through 2018

| Bills 2012-2016 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 |
|---|--------------------|--------------------|--------------------|---------------------|---------------------|---------------------|---------------------|
| SB 143 Income Tax - Pass-Through Entities | \$3,266,000 | | | | | | |
| HB 365 Revisions to Tax | | \$4,300,000 | \$4,300,000 | \$4,300,000 | \$4,300,000 | \$4,300,000 | \$4,300,000 |
| HB 250 Tax Credit for Dependent with a Disability | | -765,000 | -781,000 | -781,000 | -781,000 | -781,000 | -781,000 |
| HB 35 Extension of Recycling Market Development Zone Tax Credits | | -2,100,000 | -2,100,000 | -2,100,000 | -2,100,000 | -2,100,000 | -2,100,000 |
| HB 96 S02 Cleaner Burning Fuels Tax Credits Amendments | | | -2,850,000 | | | | |
| SB 31 Special Education Adoption Tax Credit | | | -241,000 | -241,000 | -241,000 | -241,000 | -241,000 |
| SB 141 Education Contribution on Tax Returns | | 20,000 | 25,000 | | | | |
| HB 74 S01 Energy Efficient Vehicle Tax Credits | | | | -1,300,000 | | | |
| HB 140 Tax Credit Amendments | | | | -100,000 | -100,000 | -100,000 | |
| SB 242 Alternative Energy Amendments | | | -16,000 | | -64,000 | -265,000 | |
| SB 64 Utah Educational Savings Plan Amendments | | | | -6,400 | -7,100 | -7,100 | -7,100 |
| SB 250 Income Tax Revisions | | | | 41,000 | 41,000 | 41,000 | 41,000 |
| SB 292 Achieving a Better Life Experience Program and Tax Credits | | | | 0 | -187,000 | -187,000 | -187,000 |
| SB 1001 Corporate Franchise and Income Tax Amendments | | | | -6,000,000 | | | |
| HB 61 Corporate Franchise and Income Tax | | | | | -2,641,000 | -2,773,000 | |
| HB 170 Medical Care Savings Account Tax Credit Repeal | | | | | | 21,400 | |
| HB 190 Taxation of Foreign Income Amendments | | | | | | -500,000 | |
| HB 233 Tax Credit for Military Survivor Benefits | | | | | | -87,000 | |
| HB 265 Mental Health Practitioner Amendments | | | | | | -300,000 | |
| SB 171 Economic Development Tax Credits Amendments | | | | | | -150,000 | -150,000 |
| Total | \$3,266,000 | \$1,435,000 | \$1,198,000 | -\$1,763,000 | -\$6,251,400 | -\$2,131,100 | -\$2,763,700 |

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| Utah Education Funding, 2014 | | | | |
|-------------------------------|-----------------|---------------|-----------------|-----------------|
| | Total | Federal | State | Local |
| Utah State Board of Education | \$4,875,471,716 | \$432,335,077 | \$2,648,526,092 | \$1,798,317,205 |
| U.S. Census Bureau | 4,400,351,000 | 385,210,000 | 2,363,055,000 | 1,652,086,000 |
| Census undercount | 475,120,716 | 47,125,077 | 285,471,092 | 146,231,205 |

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Sandy City
South Jordan City
Snow College
Thanksgiving Point Institute
United Way of Salt Lake
University of Utah

Utah College of Applied Technology
Utah County
Utah Educational Savings Plan
Utah State University
Utah System of Higher Education
Utah Valley Chamber
Utah Valley University
Wasatch Front Regional Council
Webb Publishing
Weber State University
West Valley City
Westminster College

Proposed Statement to be Read to Tax Restructuring Task Force

Task Force Members:

Introduce yourself and your role as a board member, superintendent, or business administrator.

As representatives of public education, we appreciate the opportunity to be involved in the discussion of the tax restructuring process. We support the Utah Constitution that has a dedicated revenue stream to fund public and higher education. The Utah Constitution also requires the Legislature to fund public education. We advocate for tax structures which will fund the increasing demands of public education. Adequate education funding ensures our children will be prepared for their futures and bolsters our state's economy. In order for our children to be prepared to enter a competitive, global economy, public education must remain the state's top priority. We want to be a partner in this process with the Legislature as it addresses taxation issues.

Add any specific local comments that you deem will help these arguments.

Board Members: *Board Internal Operation*

Elections of board president and vice-president—

The Board of Education shall elect a president and a vice-president whose terms of office are for two (2) years and until their successors are elected.

The elections shall be held during the first board meeting in January following a regular Board election held in the District.

Removal from office—

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

Training of new board members—

The board president will be responsible to provide training for new board members. Training will include review of the board member training document and district board policies and other activities or instruction that the board president deems necessary.

Evaluation of Board/Superintendent/Business Administrator—

Formal evaluation of the Board will occur every other year and formal evaluation of the Superintendent and Business Administrator will occur every other year. Evaluations will be conducted as detailed in policies BKC Business Administrator Evaluation and BJC Superintendent Evaluation.

Bylaws and Code of Ethics—

Annually, the same month as the district performs evaluations, the board shall review the bylaws and code of ethics policies, BAA Board Powers and Duties and BBF Board Members Code of Ethics.

Board Legal Status: *Powers and Duties*

Promote education—

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

[Utah Code § 53G-4-402\(20\) \(2018\)](#)

Govern—

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

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

Adopt rules—

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

[Utah Code § 53G-4-402\(14\), \(15\) \(2018\)](#)

Levy taxes—

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

[Utah Code § 53F-8-201 \(2018\)](#)

[Utah Code § 53F-8-401 \(2018\)](#)

[Utah Code § 53F-8-202 \(2018\)](#)

[Utah Code § 53F-8-402 \(2018\)](#)

Annual budget—

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

[Utah Code § 53F-8-201 \(2018\)](#)

Bequests—

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

[Utah Code § 53G-4-402\(12\) \(2018\)](#)

Acquisition and ownership of property—

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

[Utah Code § 53G-4-401\(4\) \(2018\)](#)

Eminent domain—

Exercise the right of eminent domain to acquire property.

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

Employ personnel—

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

[Utah Code § 53G-11-202 \(2018\)](#)

[Utah Code § 53G-4-301 \(2018\)](#)

[Utah Code § 53G-4-302 \(2012\)](#)

Close schools and change school boundaries—

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

Allen v. Board of Education Weber County School District 236 P.2d 756 (Utah 1951)
Save Our Schools v. Board of Education of Salt Lake City, 2005 UT 55

[Utah Code § 53G-4-402\(21\) \(2018\)](#)

Sue and be sued—

Sue and be sued in the name of the District.

[Utah Code § 53G-4-401\(4\) \(2018\)](#)

Fulfill other statutory duties and exercise other statutory powers—

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

Board Members: Code of Ethics

As a school board member:

- 1) I will be a staunch advocate of free public education.
- 2) I will uphold and enforce all laws, state board rules and regulations and court orders pertaining to schools. Desired changes should be brought about only through legal and ethical procedures.
- 3) I will make decisions in terms of the educational welfare of children and will strive for public schools which can meet the individual needs of all children regardless of their ability, race, sex, creed or social standing.
- 4) I will join with my fellow members on the board, the staff, the community and the students in continuing study of the nature, value and direction of contemporary education in our society in order to facilitate needed change in our schools.
- 5) I will work unremittingly to help the people of my community understand the importance of public education and the need to support it.
- 6) I will strive to ensure that people are accurately informed about our schools, and I will try to interpret to the staff the aspirations of the community for its schools.
- 7) I will recognize that my responsibility is not to run the schools, but, together with my fellow board members, to see that they are well run.
- 8) I will confine my board action to policy making, planning and appraisal, and I will help to frame policies and plans only after the board has consulted those who will be affected by them.
- 9) I will arrive at conclusions only after discussing all aspects of the issues at hand with my fellow board members assembled in meeting.
- 10) I will recognize that authority rests with the whole board assembled in legally authorized meetings and will make no personal promises nor take any private action which may compromise the board.
- 11) I will refuse to surrender my independent judgment to special interest or partisan political groups or to use the schools for personal gain or for the gain of friends.
- 12) I will hold confidential all matters pertaining to the schools which, if disclosed, would needlessly injure individuals or the schools.
- 13) I will vote to appoint, upon proper recommendation by the appropriate administrative officer, the best trained technical and professional personnel available.
- 14) I will support and protect school personnel in proper performance of their duties.

Created:
Modified:

BBF1

15) I will refer all complaints to the chief administrative officer and will act on such complaints at legally authorized meetings only after failure of an administrative solution.

Board Meetings: *Electronic Meetings*

Electronic meetings authorized—

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

Definitions—

The following terms are used in this policy:

- 1) Primary location: A designated physical location from which the electronic meeting originates or to which participants are connected.
- 2) Electronic notice: electronic mail (email) or fax.

Member request required for an electronic meeting—

A Board meeting may be held as an electronic meeting only upon request of a member of the Board. This request must be made at least 3 days prior to the time that the Board meeting is scheduled, so that the necessary arrangements can be made for the electronic meeting.

[Utah Code § 52-4-207 \(2011\)](#)

Notice to board members of an electronic meeting—

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

Primary location at regular meeting location—

The primary location for the electronic meeting shall be in the building where the Board meeting would have been held if it were not held electronically.

Electronic meeting not available for site visit or traveling tour—

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

Public notice of an electronic meeting—

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

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

2. A local media correspondent.

The Board shall also post written notice of the electronic meeting at the primary location at least 24 hours prior to the electronic meeting. The notices of the electronic meeting shall specify the primary location of the meeting.

Public access to electronic meetings—

Space and facilities shall be provided at the primary location of an electronic meeting of the Board to permit members of the public to attend and monitor the electronic meeting (except those portions of such a meeting which have been properly closed to the public by the Board). If the Board meeting is one at which comments from the public will be accepted, then the space and facilities shall also permit members of the public to participate in the electronic meeting. In this section,

- 1) “Monitor” means to hear and/or see, live, all statements made by each Board member in the meeting (by speaker, computer screen, or other medium).
- 2) “Participate” means to be able to communicate with all Board members in the meeting, such that each Board member can hear or see the communication.

Members of the public are not entitled to monitor or attend electronic meetings except through the space and facilities provided at the primary location. (Members of the public cannot request an electronic meeting and do not have the right to be remotely connected to a Board meeting except as set forth in this section.)

[Utah Code § 52-4-207 \(2011\)](#)

Worst Case NPV

| | |
|---------------------|-------------------------------|
| Electric Escalation | 0.023 get this from EERC |
| Propane Escalation | 0.0436 get this from EERC |
| Inflation Rate | 0.027 From federal statistics |

\$ 770,004 incremental system cost before markup

5% IRR

| Yr | Loop Field Cost | Electric Cost | Propane Savings | O&M Savings | Garkane Rebate | Heat Pump Units Cost | Replace Boiler Cost | Replace Pump Cost | Total Cashflow |
|----|-----------------|---------------|-----------------|-------------|----------------|----------------------|---------------------|-------------------|----------------|
| 0 | \$ (762,187) | | | | \$ 56,000 | \$ (465,570) | | \$ (32,740) | \$ (1,204,497) |
| 1 | | \$ (29,144) | \$ 49,184 | \$ - | | | | | \$ 20,040 |
| 2 | | \$ (29,815) | \$ 51,329 | \$ - | | | | | \$ 21,514 |
| 3 | | \$ (30,500) | \$ 53,567 | \$ - | | | | | \$ 23,066 |
| 4 | | \$ (31,202) | \$ 55,902 | \$ - | | | | | \$ 24,700 |
| 5 | | \$ (31,919) | \$ 58,339 | \$ - | | | | | \$ 26,420 |
| 6 | | \$ (32,654) | \$ 60,883 | \$ - | | | | | \$ 28,229 |
| 7 | | \$ (33,405) | \$ 63,537 | \$ - | | | | | \$ 30,133 |
| 8 | | \$ (34,173) | \$ 66,308 | \$ - | | | | | \$ 32,135 |
| 9 | | \$ (34,959) | \$ 69,199 | \$ - | | | | | \$ 34,240 |
| 10 | | \$ (35,763) | \$ 72,216 | \$ - | | | | | \$ 36,453 |
| 11 | | \$ (36,586) | \$ 75,364 | \$ - | | | | | \$ 38,779 |
| 12 | | \$ (37,427) | \$ 78,650 | \$ - | | | | | \$ 41,223 |
| 13 | | \$ (38,288) | \$ 82,079 | \$ - | | | | | \$ 43,792 |
| 14 | | \$ (39,168) | \$ 85,658 | \$ - | | | | | \$ 46,490 |
| 15 | | \$ (40,069) | \$ 89,393 | \$ - | | | | \$ (46,000) | \$ 3,324 |
| 16 | | \$ (40,991) | \$ 93,290 | \$ - | | | | | \$ 52,299 |
| 17 | | \$ (41,934) | \$ 97,358 | \$ - | | | | | \$ 55,424 |
| 18 | | \$ (42,898) | \$ 101,603 | \$ - | | | | | \$ 58,704 |
| 19 | | \$ (43,885) | \$ 106,032 | \$ - | | | | | \$ 62,148 |
| 20 | | \$ (44,894) | \$ 110,655 | \$ - | | | | | \$ 65,761 |
| 21 | | \$ (45,927) | \$ 115,480 | \$ - | | | | | \$ 69,553 |
| 22 | | \$ (46,983) | \$ 120,515 | \$ - | | | | | \$ 73,532 |
| 23 | | \$ (48,064) | \$ 125,769 | \$ - | | | | | \$ 77,706 |
| 24 | | \$ (49,169) | \$ 131,253 | \$ - | | | | | \$ 82,084 |
| 25 | | \$ (50,300) | \$ 136,976 | \$ - | | \$ (779,830) | \$ (112,585) | | \$ (805,740) |
| 26 | | \$ (51,457) | \$ 142,948 | \$ - | | | | | \$ 91,491 |
| 27 | | \$ (52,640) | \$ 149,180 | \$ - | | | | | \$ 96,540 |
| 28 | | \$ (53,851) | \$ 155,685 | \$ - | | | | | \$ 101,833 |
| 29 | | \$ (55,090) | \$ 162,472 | \$ - | | | | | \$ 107,383 |
| 30 | | \$ (56,357) | \$ 169,556 | \$ - | | | | \$ (64,630) | \$ 48,570 |
| 31 | | \$ (57,653) | \$ 176,949 | \$ - | | | | | \$ 119,296 |
| 32 | | \$ (58,979) | \$ 184,664 | \$ - | | | | | \$ 125,685 |
| 33 | | \$ (60,336) | \$ 192,715 | \$ - | | | | | \$ 132,380 |
| 34 | | \$ (61,723) | \$ 201,118 | \$ - | | | | | \$ 139,394 |
| 35 | | \$ (63,143) | \$ 209,886 | \$ - | | | | | \$ 146,743 |
| 36 | | \$ (64,595) | \$ 219,037 | \$ - | | | | | \$ 154,442 |
| 37 | | \$ (66,081) | \$ 228,587 | \$ - | | | | | \$ 162,506 |
| 38 | | \$ (67,601) | \$ 238,554 | \$ - | | | | | \$ 170,953 |
| 39 | | \$ (69,156) | \$ 248,955 | \$ - | | | | | \$ 179,799 |
| 40 | | \$ (70,746) | \$ 259,809 | \$ - | | | | | \$ 189,063 |
| 41 | | \$ (72,373) | \$ 271,137 | \$ - | | | | | \$ 198,763 |
| 42 | | \$ (74,038) | \$ 282,958 | \$ - | | | | | \$ 208,920 |
| 43 | | \$ (75,741) | \$ 295,295 | \$ - | | | | | \$ 219,555 |
| 44 | | \$ (77,483) | \$ 308,170 | \$ - | | | | | \$ 230,687 |
| 45 | | \$ (79,265) | \$ 321,606 | \$ - | | | | \$ (90,805) | \$ 151,537 |
| 46 | | \$ (81,088) | \$ 335,628 | \$ - | | | | | \$ 254,540 |
| 47 | | \$ (82,953) | \$ 350,262 | \$ - | | | | | \$ 267,309 |
| 48 | | \$ (84,861) | \$ 365,533 | \$ - | | | | | \$ 280,672 |
| 49 | | \$ (86,813) | \$ 381,471 | \$ - | | | | | \$ 294,658 |
| 50 | | \$ (88,809) | \$ 398,103 | \$ - | | \$ (1,306,216) | \$ (188,581) | | \$ (1,185,503) |
| 51 | | \$ (90,852) | \$ 415,460 | \$ - | | | | | \$ 324,608 |
| 52 | | \$ (92,942) | \$ 433,574 | \$ - | | | | | \$ 340,632 |
| 53 | | \$ (95,079) | \$ 452,478 | \$ - | | | | | \$ 357,399 |
| 54 | | \$ (97,266) | \$ 472,206 | \$ - | | | | | \$ 374,940 |
| 55 | | \$ (99,503) | \$ 492,794 | \$ - | | | | | \$ 393,291 |
| 56 | | \$ (101,792) | \$ 514,280 | \$ - | | | | | \$ 412,488 |
| 57 | | \$ (104,133) | \$ 536,702 | \$ - | | | | | \$ 432,569 |

\$2,145,982.78 NPV for open loop system after 75 years

| | | | | | | | | |
|----|----|-------------|----|-----------|----|-------------|--------------|-------------|
| 58 | \$ | (106,528) | \$ | 560,103 | \$ | - | \$ | 453,575 |
| 59 | \$ | (108,978) | \$ | 584,523 | \$ | - | \$ | 475,545 |
| 60 | \$ | (111,485) | \$ | 610,008 | \$ | - | \$ | 370,943 |
| 61 | \$ | (114,049) | \$ | 636,605 | \$ | - | \$ (127,580) | \$ 522,556 |
| 62 | \$ | (116,672) | \$ | 664,361 | \$ | - | \$ | \$ 547,689 |
| 63 | \$ | (119,355) | \$ | 693,327 | \$ | - | \$ | \$ 573,971 |
| 64 | \$ | (122,101) | \$ | 723,556 | \$ | - | \$ | \$ 601,455 |
| 65 | \$ | (124,909) | \$ | 755,103 | \$ | - | \$ | \$ 630,194 |
| 66 | \$ | (127,782) | \$ | 788,025 | \$ | - | \$ | \$ 660,244 |
| 67 | \$ | (130,721) | \$ | 822,383 | \$ | - | \$ | \$ 691,662 |
| 68 | \$ | (133,727) | \$ | 858,239 | \$ | - | \$ | \$ 724,512 |
| 69 | \$ | (136,803) | \$ | 895,658 | \$ | - | \$ | \$ 758,855 |
| 70 | \$ | (139,950) | \$ | 934,709 | \$ | - | \$ | \$ 794,759 |
| 71 | \$ | (143,168) | \$ | 975,462 | \$ | - | \$ | \$ 832,294 |
| 72 | \$ | (146,461) | \$ | 1,017,993 | \$ | - | \$ | \$ 871,531 |
| 73 | \$ | (149,830) | \$ | 1,062,377 | \$ | - | \$ | \$ 912,547 |
| 74 | \$ | (153,276) | \$ | 1,108,697 | \$ | - | \$ | \$ 955,421 |
| 75 | \$ | (2,305,616) | \$ | (156,801) | \$ | 1,157,036 | \$ | - |
| | | | | | \$ | (2,187,912) | \$ | (315,873) |
| | | | | | | | \$ | (179,250) |
| | | | | | | | \$ | (3,988,416) |

Best Case NPV

Electric Escalation 0.023 get this from EERC see screenshot on "Propane prices" tab
 Propane Escalation 0.0436 get this from EERC see screenshot on "Propane prices" tab
 Inflation Rate 0.027 From federal statistics

\$ 537,204.62 incremental system cost before markup

7% IRR

| Yr | Loop Field Cost | Electric Cost | Propane Savings | O&M Savings | Garkane Rebate | Heat Pump Units Cost | Replace Boiler Cost | Ground Pump Cost | Total Cashflow |
|----|-----------------|---------------|-----------------|-------------|----------------|----------------------|---------------------|------------------|----------------|
| 0 | \$ (381,094) | | | | \$ 56,000 | \$ (465,570) | | \$ (32,740) | \$ (823,404) |
| 1 | | \$ (29,144) | \$ 49,184 | \$ - | | | | | \$ 20,040 |
| 2 | | \$ (29,815) | \$ 51,329 | \$ - | | | | | \$ 21,514 |
| 3 | | \$ (30,500) | \$ 53,567 | \$ - | | | | | \$ 23,066 |
| 4 | | \$ (31,202) | \$ 55,902 | \$ - | | | | | \$ 24,700 |
| 5 | | \$ (31,919) | \$ 58,339 | \$ - | | | | | \$ 26,420 |
| 6 | | \$ (32,654) | \$ 60,883 | \$ - | | | | | \$ 28,229 |
| 7 | | \$ (33,405) | \$ 63,537 | \$ - | | | | | \$ 30,133 |
| 8 | | \$ (34,173) | \$ 66,308 | \$ - | | | | | \$ 32,135 |
| 9 | | \$ (34,959) | \$ 69,199 | \$ - | | | | | \$ 34,240 |
| 10 | | \$ (35,763) | \$ 72,216 | \$ - | | | | | \$ 36,453 |
| 11 | | \$ (36,586) | \$ 75,364 | \$ - | | | | | \$ 38,779 |
| 12 | | \$ (37,427) | \$ 78,650 | \$ - | | | | | \$ 41,223 |
| 13 | | \$ (38,288) | \$ 82,079 | \$ - | | | | | \$ 43,792 |
| 14 | | \$ (39,168) | \$ 85,658 | \$ - | | | | | \$ 46,490 |
| 15 | | \$ (40,069) | \$ 89,393 | \$ - | | | | \$ (46,000) | \$ 3,324 |
| 16 | | \$ (40,991) | \$ 93,290 | \$ - | | | | | \$ 52,299 |
| 17 | | \$ (41,934) | \$ 97,358 | \$ - | | | | | \$ 55,424 |
| 18 | | \$ (42,898) | \$ 101,603 | \$ - | | | | | \$ 58,704 |
| 19 | | \$ (43,885) | \$ 106,032 | \$ - | | | | | \$ 62,148 |
| 20 | | \$ (44,894) | \$ 110,655 | \$ - | | | | | \$ 65,761 |
| 21 | | \$ (45,927) | \$ 115,480 | \$ - | | | | | \$ 69,553 |
| 22 | | \$ (46,983) | \$ 120,515 | \$ - | | | | | \$ 73,532 |
| 23 | | \$ (48,064) | \$ 125,769 | \$ - | | | | | \$ 77,706 |
| 24 | | \$ (49,169) | \$ 131,253 | \$ - | | | | | \$ 82,084 |
| 25 | | \$ (50,300) | \$ 136,976 | \$ - | | \$ (779,830) | \$ (56,293) | | \$ (749,447) |
| 26 | | \$ (51,457) | \$ 142,948 | \$ - | | | | | \$ 91,491 |
| 27 | | \$ (52,640) | \$ 149,180 | \$ - | | | | | \$ 96,540 |
| 28 | | \$ (53,851) | \$ 155,685 | \$ - | | | | | \$ 101,833 |
| 29 | | \$ (55,090) | \$ 162,472 | \$ - | | | | | \$ 107,383 |
| 30 | | \$ (56,357) | \$ 169,556 | \$ - | | | | \$ (64,630) | \$ 48,570 |
| 31 | | \$ (57,653) | \$ 176,949 | \$ - | | | | | \$ 119,296 |
| 32 | | \$ (58,979) | \$ 184,664 | \$ - | | | | | \$ 125,685 |
| 33 | | \$ (60,336) | \$ 192,715 | \$ - | | | | | \$ 132,380 |
| 34 | | \$ (61,723) | \$ 201,118 | \$ - | | | | | \$ 139,394 |
| 35 | | \$ (63,143) | \$ 209,886 | \$ - | | | | | \$ 146,743 |
| 36 | | \$ (64,595) | \$ 219,037 | \$ - | | | | | \$ 154,442 |
| 37 | | \$ (66,081) | \$ 228,587 | \$ - | | | | | \$ 162,506 |
| 38 | | \$ (67,601) | \$ 238,554 | \$ - | | | | | \$ 170,953 |
| 39 | | \$ (69,156) | \$ 248,955 | \$ - | | | | | \$ 179,799 |
| 40 | | \$ (70,746) | \$ 259,809 | \$ - | | | | | \$ 189,063 |
| 41 | | \$ (72,373) | \$ 271,137 | \$ - | | | | | \$ 198,763 |
| 42 | | \$ (74,038) | \$ 282,958 | \$ - | | | | | \$ 208,920 |
| 43 | | \$ (75,741) | \$ 295,295 | \$ - | | | | | \$ 219,555 |
| 44 | | \$ (77,483) | \$ 308,170 | \$ - | | | | | \$ 230,687 |
| 45 | | \$ (79,265) | \$ 321,606 | \$ - | | | | \$ (90,805) | \$ 151,537 |
| 46 | | \$ (81,088) | \$ 335,628 | \$ - | | | | | \$ 254,540 |
| 47 | | \$ (82,953) | \$ 350,262 | \$ - | | | | | \$ 267,309 |
| 48 | | \$ (84,861) | \$ 365,533 | \$ - | | | | | \$ 280,672 |
| 49 | | \$ (86,813) | \$ 381,471 | \$ - | | | | | \$ 294,658 |
| 50 | | \$ (88,809) | \$ 398,103 | \$ - | | \$ (1,306,216) | \$ (94,290) | | \$ (1,091,213) |
| 51 | | \$ (90,852) | \$ 415,460 | \$ - | | | | | \$ 324,608 |
| 52 | | \$ (92,942) | \$ 433,574 | \$ - | | | | | \$ 340,632 |
| 53 | | \$ (95,079) | \$ 452,478 | \$ - | | | | | \$ 357,399 |
| 54 | | \$ (97,266) | \$ 472,206 | \$ - | | | | | \$ 374,940 |
| 55 | | \$ (99,503) | \$ 492,794 | \$ - | | | | | \$ 393,291 |
| 56 | | \$ (101,792) | \$ 514,280 | \$ - | | | | | \$ 412,488 |

\$2,742,494.62 NPV for open loop system after 75 years

| | | | | | | | | | |
|----|----|-------------|----|-----------|----|-----------|--------------|-------------|------------------------------------|
| 57 | \$ | (104,133) | \$ | 536,702 | \$ | - | | \$ | 432,569 |
| 58 | \$ | (106,528) | \$ | 560,103 | \$ | - | | \$ | 453,575 |
| 59 | \$ | (108,978) | \$ | 584,523 | \$ | - | | \$ | 475,545 |
| 60 | \$ | (111,485) | \$ | 610,008 | \$ | - | \$ (127,580) | \$ | 370,943 |
| 61 | \$ | (114,049) | \$ | 636,605 | \$ | - | | \$ | 522,556 |
| 62 | \$ | (116,672) | \$ | 664,361 | \$ | - | | \$ | 547,689 |
| 63 | \$ | (119,355) | \$ | 693,327 | \$ | - | | \$ | 573,971 |
| 64 | \$ | (122,101) | \$ | 723,556 | \$ | - | | \$ | 601,455 |
| 65 | \$ | (124,909) | \$ | 755,103 | \$ | - | | \$ | 630,194 |
| 66 | \$ | (127,782) | \$ | 788,025 | \$ | - | | \$ | 660,244 |
| 67 | \$ | (130,721) | \$ | 822,383 | \$ | - | | \$ | 691,662 |
| 68 | \$ | (133,727) | \$ | 858,239 | \$ | - | | \$ | 724,512 |
| 69 | \$ | (136,803) | \$ | 895,658 | \$ | - | | \$ | 758,855 |
| 70 | \$ | (139,950) | \$ | 934,709 | \$ | - | | \$ | 794,759 |
| 71 | \$ | (143,168) | \$ | 975,462 | \$ | - | | \$ | 832,294 |
| 72 | \$ | (146,461) | \$ | 1,017,993 | \$ | - | | \$ | 871,531 |
| 73 | \$ | (149,830) | \$ | 1,062,377 | \$ | - | | \$ | 912,547 |
| 74 | \$ | (153,276) | \$ | 1,108,697 | \$ | - | | \$ | 955,421 |
| 75 | \$ | (1,152,808) | \$ | (156,801) | \$ | 1,157,036 | \$ | (2,187,912) | \$ (157,936) (179,250) (2,677,672) |

LEA CODE OF CONDUCT/APPROPRIATE BEHAVIOR POLICY

1. PURPOSE AND PHILOSOPHY

The Wayne School District Board is committed to establishing and maintaining appropriate standards of conduct between staff members and students. These standards of conduct are also known as professional boundaries. Staff members shall maintain professional and appropriate demeanor and relationships with students, both during and outside of school hours, as well as both on and off campus, that foster an effective, non-disruptive and safe learning environment.

2. DEFINITIONS

- a) "Boundary violation" means crossing verbal, physical, emotional, or social lines that staff must maintain in order to ensure structure, security, and predictability in an educational environment.
- i) A "boundary violation" may include the following, depending on the circumstances:
- (1) isolated, one-on-one interactions with a student out of the line of sight of others;
 - (2) meeting with a student in rooms with covered or blocked windows;
 - (3) telling risqué jokes to, or in the presence of a student;
 - (4) employing favoritism to a student;
 - (5) giving gifts to individual students;
 - (6) staff member initiated frontal hugging or other uninvited touching;
 - (7) photographing an individual student for a non-educational purpose or use;
 - (8) engaging in inappropriate or unprofessional contact outside of educational program activities;
 - (9) exchanging personal email or phone numbers with a student for a non-educational purpose or use;
 - (10) interacting privately with a student through social media, computer, or handheld devices; and
 - (11) discussing an employee's personal life or personal issues with a student.
- ii) "Boundary violation" does not include:
- (1) offering praise, encouragement, or acknowledgment;
 - (2) offering rewards available to all who achieve;
 - (3) asking permission to touch for necessary purposes;
 - (4) giving a pat on the back or a shoulder;
 - (5) giving a side hug;
 - (6) giving a handshake or high five;
 - (7) offering warmth and kindness;

- (8) utilizing public social media alerts to groups of students and parents; or
 - (9) contact permitted by an IEP or 504 plan.
- b) “Grooming” means befriending and establishing an emotional connection with a child or a child's family to lower the child's inhibitions for emotional, physical, or sexual abuse.
 - c) “Sexual conduct” includes any sexual contact or communication between a staff member and a student including but not limited to:
 - i) “Sexual abuse” means the criminal conduct described in Utah Code Ann. §76-5-404.1(2) and includes, regardless of the gender of any participant:
 - (1) touching the anus, buttocks, pubic area, or genitalia of a student;
 - (2) touching the breast of a female student; or
 - (3) otherwise taking indecent liberties with a student;
 - (4) with the intent to:
 - (a) cause substantial emotional or bodily pain; or
 - (b) arouse or gratify the sexual desire of any individual.
 - ii) “Sexual battery” means the criminal conduct described in Utah Code Ann. §76-9-702.1 and includes intentionally touching, whether or not through clothing, the anus, buttocks, or any part of the genitals of a student, or the breast of a female student, and the actor’s conduct is under circumstances the actor knows or should know will likely cause affront or alarm to the student touched; or
 - iii) A staff member and student sharing any sexually explicit or lewd communication, image, or photograph.
 - d) “Staff member” means an employee, contractor, or volunteer with unsupervised access to students.
 - e) “Student” means a child under the age of 18 or over the age of 18 if still enrolled in a public secondary school.

3. POLICY

Staff members shall act in a way that acknowledges and reflects their inherent positions of authority and influence over students.

- a) Staff members shall recognize and maintain appropriate personal boundaries in teaching, supervising and interacting with students and shall avoid boundary violations including behavior that could reasonably be considered grooming or lead to even an appearance of impropriety.
- b) A staff member may not subject a student to any form of abuse including but not limited to:

- i) physical abuse;
 - ii) verbal abuse;
 - iii) sexual abuse; or
 - iv) mental abuse.
- c) A staff member shall not touch a student in a way that makes a reasonably objective student feel uncomfortable.
- d) A staff member shall not engage in any sexual conduct toward or sexual relations with a student including but not limited to:
- i) viewing with a student, or allowing a student to view, pornography or any other sexually explicit or inappropriate images or content, whether video, audio, print, text, or other format;
 - ii) sexual battery; or
 - iii) sexual assault.
- e) Staff member communications with students, whether verbal or electronic, shall be professional and avoid boundary violations.
- f) A staff member shall not provide gifts, special favors, or preferential treatment to a student or group of students.
- g) A staff member shall not discriminate against a student on the basis of sex, religion, national origin, gender identity, sexual orientation, or any other prohibited class.
- h) Staff member use of electronic devices and social media to communicate with students must comply with Wayne School District policy, be professional, pertain to school activities or classes, and comply with the Family Educational Rights and Privacy Act.
- i) A staff member may not use or be under the influence of alcohol or illegal substances during work hours on school property or at school sponsored events while acting as a staff member. Additionally, a staff member may not use any form of tobacco or electronic cigarettes on school property or at school sponsored activities in an employment capacity.
- j) A staff member shall cooperate in any investigation concerning allegations of actions, conduct, or communications that if proven, would violate this policy.
- k) Wayne School District recognizes that familial relationships between a staff member and a student may provide for exceptions to certain provisions of this policy.
- l) Conduct prohibited by this policy is considered a violation of this policy regardless of whether the student may have consented.

4. REPORTING

- a) A staff member who has reason to believe there has been a violation of this policy shall immediately report such conduct to an appropriate supervisor or school administrator. If a staff member has reason to believe a school administrator has violated this policy, the staff member shall immediately report the conduct to the administrator's supervisor.
- b) In addition to the obligation to report suspected child abuse or neglect to law enforcement or the Division of Child and Family Services under Utah Code Ann. §62A-4a-403:
 - i) a staff member who has reasonable cause to believe that a student may have been physically or sexually abused by a school staff member shall immediately report the belief and all other relevant information to the school administrator, or to Wayne School District;
 - ii) a school administrator who has received a report or who otherwise has reasonable cause to believe that a student may have been physically or sexually abused by a school staff member shall immediately inform the Wayne School District of the reported abuse; and
 - iii) if the staff member suspected to have abused a student holds a professional educator license issued by the Utah State Board of Education, the Wayne School District shall immediately report that information to the Utah Professional Practices Advisory Commission;
 - iv) a person who makes a report under this subsection in good faith shall be immune from civil or criminal liability that might otherwise arise by reason of that report.
- c) A staff member who has knowledge of suspected incidents of bullying shall immediately notify the student's building administrator in compliance with policy DLA.
- d) Failing to report suspected misconduct as required herein is a violation of this policy, the Utah Educator Standards, and in some instances, state law, and may result in disciplinary.

5. TRAINING

- a) Within 10 days of beginning employment with Wayne School District a staff member shall receive training regarding this policy and shall acknowledge in writing having received training and understanding the policy.
- b) Staff members employed by Wayne School District at the time of initial adoption of this policy shall receive training regarding this policy prior to the first day of the 2019-2020 school year on which students will be in attendance and shall acknowledge in writing having received training and understanding the policy.

6. VIOLATIONS

A staff member found in violation of this policy will be subject to disciplinary action.

REFERENCES

Title 62A, Chapter 4a, Part 4, *Child Abuse or Neglect Reporting Requirements*
Utah Code Section 53E-6-701, *Mandatory Reporting of Physical or Sexual Abuse of Students*
Utah Admin. Code R277-401, *Child Abuse-Neglect Reporting by Education Personnel*
Utah Admin. Code R277-515, *Utah Educator Professional Standards*
Utah Admin. Code R277-322, *LEA Codes of Conduct*
Utah Code Section 63G-7-301, *Waivers of Immunity*
Utah Code Section 76-5-401.1, *Sexual Abuse of a Minor*
Utah Code Section 76-9-702.1, *Sexual Battery*

Wayne School District CODE OF CONDUCT STAFF MEMBER ACKNOWLEDGEMENT

Name: _____ Position: _____

Date of Training: _____ Trained by: _____

I received training about the requirements of [LEA's] Code of Conduct Policy. I understand the requirements of the policy and that I am responsible to recognize and maintain appropriate personal boundaries while interacting with students. I also understand that if I have reason to believe a staff member is violating the Code of Conduct, I will report my suspicions to my supervisor, building administrator, or Wayne School District administrator.

Signature of Staff Member

Date

Board Legal Status

Body corporate—

As provided by Utah law, the Board of Education of [insert name of district adopting the policy] is a body corporate, and has an official seal conformable to its name. A “body corporate” is a public corporation and legal subdivision of the state, vested with the powers and duties of a government entity.

[Utah Code § 53G-4-401 \(2019\)](#)

Political subdivision of the State of Utah—

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

[Utah Constitution, Article XI, Section 8](#)

Number of school board members—

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

[Utah Code § 20A-14-202\(1\) \(2019\)](#)

Board Legal Status: *Powers and Duties*

Promote education—

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

[Utah Code § 53G-4-402\(20\) \(2019\)](#)

Govern—

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

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

Adopt rules—

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

[Utah Code § 53G-4-402\(14\), \(15\) \(2019\)](#)

Levy taxes—

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

[Utah Code § 53F-8-201 \(2019\)](#)

[Utah Code § 53F-8-401 \(2018\)](#)

[Utah Code § 53F-8-202 \(2018\)](#)

[Utah Code § 53F-8-402 \(2019\)](#)

Annual budget—

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

[Utah Code § 53F-8-201 \(2019\)](#)

Bequests—

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

[Utah Code § 53G-4-402\(12\) \(2019\)](#)

Acquisition and ownership of property—

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

[Utah Code § 53G-4-401\(4\) \(2019\)](#)

Eminent domain—

Exercise the right of eminent domain to acquire property.

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

Employ personnel—

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

[Utah Code § 53G-11-202 \(2018\)](#)

[Utah Code § 53G-4-301 \(2018\)](#)

[Utah Code § 53G-4-302 \(2012\)](#)

Close schools and change school boundaries—

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

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

Sue and be sued—

Sue and be sued in the name of the District.

[Utah Code § 53G-4-401\(4\) \(2019\)](#)

Fulfill other statutory duties and exercise other statutory powers—

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

Board Members: *Eligibility and Qualifications*

General qualifications—

Each board member must

- 1) Be and remain a registered voter in the District;
- 2) Maintain his or her primary residence within the local school board district from which the member is elected or appointed; and
- 3) Take the constitutional oath of office:
 - a) “I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of Utah, and that I will discharge the duties of my office with fidelity.”

[Utah Constitution Art. IV, Sec. X](#)
[Utah Code § 53G-4-201 \(2019\)](#)
[Utah Code § 20A-14-202\(3\) \(2019\)](#)

Conflict of interest—

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

[Utah Code § 20A-14-202\(4\) \(2019\)](#)

Board Members: *Elections and Reapportionment*

Term—

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

[Utah Code § 20A-14-203\(2\) \(2016\)](#)

Candidacy—

An individual may become a candidate for election to the Board as follows:

By paying the fee described in [Utah Code § 20A-9-202](#), and

In a general election held after 2016, by filing a declaration of candidacy with the county clerk on or after the second Friday in March, and before the third Thursday in March, before the next regular general election.

[Utah Code § 20A-14-203\(1\) \(2016\)](#)

Elections—

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

[Utah Code § 20A-14-202\(1\)\(g\) \(2019\)](#)

Reapportionment does not cut short board member terms—

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

[Utah Code § 20A-14-201\(3\)\(a\) \(2011\)](#)

Representation of school board districts after reapportionment—

- 1) If after reapportionment only one board member whose term extends beyond reapportionment lives within a reapportioned school board district, that board member shall represent that school board district.
- 2) If after reapportionment two or more members whose terms extend beyond reapportionment live within a reapportioned school board district, the members involved shall select one member by lot to represent that school board district.
 - a) The other members shall serve at-large for the remainder of their terms.
 - b) Notwithstanding the number of board members otherwise established by law, the at-large board members shall serve in addition to the designated number of board members for the board in question for the remainder of their terms.

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

[Utah Code § 20A-14-201\(3\)\(b\) \(2011\)](#)

Adjustment of term lengths because of reapportionment—

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

[Utah Code § 20A-14-201\(4\) \(2011\)](#)

Board Members: Compensation and Expenses

Compensation—

Each member of the Board of Education, except any student member, shall receive an amount not to exceed \$4,080 per year (\$3,000 per year plus \$90 per month for one extra meeting per month), per year, payable monthly, as compensation for services.

Health insurance benefit—

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

Member expenses—

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

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

[Utah Code § 53G-4-204\(5\) \(2019\)](#)

[Utah Code § 53E-3-202\(3\) \(2019\)](#)

Public hearing for adoption or revising compensation schedules—

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

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

[Utah Code § 53G-4-204\(2\), \(3\) \(2019\)](#)

Non-member expenses—

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

Student member expenses—

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

[Utah Code § 20A-14-206\(6\)\(a\) \(2018\)](#)

Board Internal Operation

Elections of board president and vice president—

The Board of Education shall elect a president and a vice president whose terms of office are for two (2) years and until their successors are elected.

The elections shall be held during the first board meeting in January following a regular Board election held in the District.

[Utah Code § 53G-4-203\(1\), \(2\) \(2019\)](#)

Removal from office—

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

[Utah Code § 53G-4-203\(3\) \(2019\)](#)

Vacancy—

When a vacancy occurs in the office of president or vice president of the Board for any reason, the Board shall elect a replacement for the unexpired term.

[Utah Code § 53G-4-203\(4\) \(2019\)](#)

Board Internal Organization: *Other Officers*

Other officers—

The Board of Education may appoint other necessary officers who serve at the pleasure of the Board.

Qualify by taking oath of office—

These officers shall qualify by taking the constitutional oath of office before assuming office.

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

[Utah Code § 53G-4-304 \(2019\)](#)

President of the Board: Duties

Duties generally—

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

[Utah Code § 53G-4-205\(1\) \(2019\)](#)

Presiding officer—

Duties as presiding officer:

1. Call the Board into session.
2. Conduct Board meetings.
 - a. Declare the opening of meetings
 - b. Determine order of business according to Board policy.
 - c. Recognize claimants to the floor.
 - d. Rule on admissibility of business.
 - i. Declare motions in or out of order.
 - ii. Declare, subject to overriding, the propriety of the Board's considering specific items of business.
 - iii. Declare, subject to overriding, specific items of business in or out of the Board's province of action.
 - e. Within limits of Board policy, control extent of discussion.
 - i. Declare, subject to overriding, discussion closed whenever comment becomes repetitious, dilatory, or no longer pertinent to the point at issue.
 - ii. Declare discussion closed whenever time limits previously determined by Board action have been reached.
 - f. Maintain the dignity of the Board in session.
 - i. Apply the rules of parliamentary procedures.
 - ii. Restrain debate within bounds of good taste and courtesy.
 - iii. Provide equal opportunity for expression of opposing points of view.
 - iv. Within limits of Board policy, secure the rapid handling of Board business.

- v. Rule out of order all action and comment unbecoming a legislative body in session.
- g. Declare the results of Board voting.
 - i. Declare the passage or non-passage of motions.
 - ii. Declare for the record the identities of members (including the president) voting aye and nay and of those not voting.
- h. Ensure the legal recording of Board business.
 - i. Declare Board decisions to the secretary of the Board of Education
 - ii. Make inquiry of the secretary or make investigation of the record as to the rate of progress of note-taking with respect to the Board's dispatch of business.
- i. Increase efficiency in Board meeting procedures.
- j. Declare the meeting adjourned.
- 3. Ensure proper keeping of Board records and supplies.
- 4. Sign as president of the Board official copies of minutes and other Board documents.
- 5. Secure the legality of Board action, procedures, meetings, and membership.
- 6. Receive for the Board all delegations and petitions.
- 7. Issue, subject to Board approval, official statements of Board action and policy.

Duties regarding other Board members—

Duties in relation to other Board members:

- 1. Lead discussion in Board meetings.
 - a. Cause topics for discussion to be listed and given to all members prior to meetings.
 - b. Stimulate participation of all members in discussion.
 - c. Keep discussion to the point.
 - d. Ensure discussion of all important phases of each problem considered.
 - e. Ensure the full employment of special abilities of individual Board members in the carrying on of Board business.
 - f. Draw discussion toward an authorization or directive of action or toward a statement of policy.
- 2. Guard the rights of expression and freedom of action of all Board members.
 - a. Maintain democratic procedures in all Board sessions.

- b. Protect minority opinion.
 - c. Ensure fair hearing for all points of view.
 - d. Secure Board respect for expression of dissenting opinion.
 - e. Prevent, within Board policy, termination of discussion of any problem until each member has expressed an opinion or has indicated willingness to have discussion ended.
 - f. Rule impartially on arguments turning on judgments of the presiding officer.
 - g. Prevent decision-shaping influences upon Board members other than those in free, thorough, and democratic discussion in Board meetings.
 - h. Refrain from discussing elements of Board deliberations outside of Board meetings except when the public interest requires an official statement.
 - i. Hold that all decisions and actions of the Board are of all members until such decisions and actions are disavowed by a majority vote in legal session of the board.
 - j. Ensure the authorizing, conducting, and reporting of all Board business in legal sessions of the Board.
 - k. As presiding officer, ensure the good order of meetings with courtesy, tolerance, sincerity, and mutual respect evidenced in members' relations with one another.
3. Induct new members.
- a. Determine the legality of the membership claimed.
 - b. Declare the seating of the new member.
 - c. Express the official welcome of the Board.
 - d. Introduce the new member to other Board members, the superintendent of schools, and other school personnel.
 - e. Provide informative materials concerning the school system, school district organization, Board practices and policies, duties of Board members, legal authorizations and compulsions, educational programs of the schools, current problems of the Board, and sources of information aiding in decision making in school board deliberations.
 - f. Make accessible all records of Board business.
 - g. Provide, according to Board policy, equipment such as binder covers for official copies of Board documents, Board membership list, school directory and calendar, school district map, population charts, statements of Board policy, state school code, books and magazines, notebooks, and file folders.

- h. Arrange tours of observation through the school system for new members.
4. Promote good relations with other school boards.
 - a. Secure the exchange of information.
 - b. Encourage reciprocal visiting of board meetings and school plants.
 - c. Assist in developing area meetings of members of school boards.
 - d. Ensure the representation of the Board of Education by Board members at county, state, and other meetings.
 - e. Participate in planning for the general improvement of educational opportunity.
5. Maintain the preeminence of worthy educational objectives in all school board activities.
 - a. Ensure long-range planning of activities toward the accomplishment of educational objectives.
 - b. Secure the continual informing of the Board by the staff on programs and problems in education.
 - c. Draw upon the staff for assistance in Board deliberations.
 - d. Evaluate all proposals in the light of their relation to the accomplishment of worthy educational objectives.
 - e. Bring about the expression of community needs in education.
6. Cause the development and execution of a long-range plan of school improvement and Board action.
7. Secure the adoption of codes of ethics governing the Board of Education.
8. In the public interest, expose and eliminate any instances of unethical conduct of any Board members.

Duties regarding staff—

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

1. Represent the Board in official relations of the Board with the certified and classified staff.
2. Make official representations of the Board to the staff through the executive officers of the school system.
3. Accept representations of the staff through the executive officers of the school system.
4. Require the filing of school reports to the Board according to Board policy.
5. Make, as a Board member, tours of observation of the school system.

6. Make as the Board president, with the full Board or an authorized committee, tours of inspection annually.
7. Respect professional codes of ethics and demand their observance.
8. Observe codes of ethics for Board members in all relations with the certified and classified staff.
9. Secure the academic freedom and personal liberties of individuals of the school staff.
10. Require the observance of contractual provisions.
11. Secure Board adoption of equitable policies of employment, retention, promotion, and release of personnel.
12. Maintain the preeminence of pupil and student welfare over Board and staff welfare, comfort, and convenience.
13. Require, through Board cognizance of school operation, high standards of service of school personnel.
14. Draw fully on the ability of the staff for assistance to the Board in improving the entire school organization.

Duties regarding the local community—

Duties in relation to the community:

1. Represent as Board member the entire school district in Board deliberation.
2. Seek expression of community opinion as guide to the Board of Education.
3. Interpret expressions of community pressure groups in relation to the public interests.
4. Defend, under democratic concepts of rights and liberties, community minority groups in relation to the school system.
5. Refer to the certified staff, subject to review by the Board if necessary, problems of professional relations with the community.
6. Interpret the community to the certified and classified staff.
7. Protect professional and other school personnel from improper pressures of community groups or individuals.
8. Interpret the educational program and plans to the community.
9. Promote community understanding and interest in school activities and develop community concern for worthy educational accomplishments.
10. Promote school activity in community improvement programs.
11. Attend as Board member school-centered community activities.
12. Represent the Board in official statements to the public.

Duties regarding state government—

Duties in relation to the state government:

1. Represent the state educational authority in the school district.
2. Secure observance in the school system of applicable sections of the state school law.
3. Ensure legality of all school and school board actions.
4. Require, through Board authority, the prompt filing of accurate reports by the school system to the state government.
5. Conduct, as presiding officer of the Board, public hearings as required by law.
6. Secure all possible advantages for the school system under permissive legislation.
7. Lead the Board to an understanding of state school organization and state school law.
8. Act with the state government and other governmental units including school districts in promoting educational opportunity for all persons in the state.
9. As a state school officer, act in the public interest of the state as a whole when that interest and local public interest appear to be at variance.

President's duties to be performed by vice president—

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

[Utah Code § 53G-4-205\(2\) \(2019\)](#)

Board Meetings: Closed Meetings

Closed Meetings—

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

[Utah Code § 52-4-204 \(2018\)](#)

Purposes of Closed Meetings—

Closed meetings may only be held for the following purposes:

1. Discussion of the character, professional competence, or physical or mental health of an individual;
 - a. However, the Board may not interview a person applying to fill an elected position, midterm vacancy or temporary absence in a closed meeting regardless of whether the interview may include a discussion of the character, professional competence, or physical or mental health of the applicant.
2. Strategy sessions with respect to collective bargaining or pending or imminent litigation; or
3. Strategy sessions with respect to the purchase, exchange, or lease of real property (including any form of water right or water shares) if public discussion may disclose the appraised or estimated value of the property or tend to prevent the Board from obtaining the best possible terms; or
4. Strategy sessions with respect to the sale of real property (including any form of water right or water shares) if public discussion may disclose the appraised or estimated value of the property or tend to prevent the Board from obtaining the best possible terms, but only if the Board previously gave public notice that the property would be offered for sale, and the terms of the sale are publicly disclosed before the Board approves the sale; or
5. Discussion regarding deployment of security personnel, devices, or systems;

6. Investigative proceedings regarding allegations of criminal misconduct;
or
7. The Board is fulfilling one of the following procurement functions:
 - a. Deliberations as an evaluation committee regarding a solicitation or as protest officer regarding a protest; or
 - b. Consideration of information designated as a trade secret if the consideration is necessary to properly conduct a procurement;
or
 - c. Discussion of information provided to the Board during a procurement if (at the time the Board meets) the information may not be disclosed to the public or procurement participants and the Board needs to review or discuss the information to properly fulfill its role and responsibilities in the procurement process.

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

[Utah Code § 20A-1-511\(3\)\(c\) \(2019\)](#)

[Utah Code § 52-4-205 \(2019\)](#)

[Utah Code § 52-4-206\(6\) \(2018\)](#)

Board Meetings: Meeting Location

Meeting location—

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

[Utah Code § 52-4-202\(1\)\(b\), \(2\)\(b\) \(2016\)](#)

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

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

1. causes, or threatens to cause, loss of life, human suffering, property damage, or economic or social disruption resulting from attack, internal disturbance, natural phenomenon, or technological hazard and
2. requires resources beyond the scope of local agencies in routine responses to emergencies and accidents and may be of a magnitude or involve unusual circumstances that require response by a governmental, not-for-profit, or private entity.

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

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

Location of workshops or executive sessions—

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

1. The regularly scheduled meeting is not being held where those meetings are usually held, and the workshop or executive session is held in the usual meeting location; or
2. Any of the meetings being held on the same day is a site visit or traveling tour for which appropriate public notice has been given; or

3. The workshop or executive session is an electronic meeting and the requirements for holding such a meeting have been satisfied; or
4. Because of emergency or extraordinary circumstances, it is not practicable to hold the workshop or executive session at the regular location where Board meetings are held.

[Utah Code § 52-4-201\(2\) \(2006\)](#)

Superintendent: Qualifications and Responsibilities

Qualifications—

The Board shall appoint the Superintendent on the basis of outstanding professional qualifications.

[Utah Code § 53G-4-301\(2\) \(2018\)](#)

Oath of office—

The Superintendent shall take the constitutional oath of office.

[Utah Code § 53G-4-301\(6\) \(2018\)](#)

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

[Article IV, Section X, Utah State Constitution](#)

Responsibilities—

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

1. Serving as the Board’s chief executive officer.
[Utah Code § 53G-4-301\(1\) \(2018\)](#)
2. Hearing employee, student, parent and community concerns in accordance with Board policies;
3. Setting an exemplary standard to promote educational excellence and work harmoniously with the Board to set educational goals and objectives reflecting the philosophy of the Board.
4. Reviewing and evaluating all aspects of the District’s educational program, including facilities, and reporting any areas of concern or potential problems.

Budget officer—

The Superintendent shall serve as budget officer for the District.

[Utah Code § 53G-7-302\(1\)\(a\)\(i\) \(2019\)](#)

Business Administrator: *Qualifications and Responsibilities*

Oath of office—

The Business Administrator qualifies for office by taking the constitutional oath of office:

[Utah Code § 53G-4-302\(4\) \(2018\)](#)

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

[Article IV, Section X, Utah State Constitution](#)

General responsibilities—

Subject to the direction of the District’s Superintendent of Schools, the Business Administrator shall:

1. Have custody of the Board’s seal and use the seal to authenticate all matters requiring authentication.
2. Attend all meetings of the Board, keep accurate records of its proceedings as required by law, subject to requirements that certain closed meetings not be recorded, as set forth in Policy BEB, and have custody of the records of the Board;
3. Be custodian of all District funds, be responsible and accountable for all money received and disbursed, keep accurate records for all revenues received and their sources;
4. Countersign with the President of the Board all warrants and claims against the District as well as other legal documents approved by the Board;
5. Prepare and submit to the Board each month a written report of the District's receipts and expenditures;
6. Use uniform budgeting, accounting, and auditing procedures in forms approved by the State Board of Education, which shall be in accordance with the generally accepted accounting principles or auditing standards and with [Title 63J, Chapter 1](#), Utah Budgetary Procedures Act;
7. Prepare and submit to the Board a detailed annual statement for the period ending June 30, of the revenue and expenditures, including beginning and ending fund balances;
8. Assist the Superintendent in the preparation and submission of budget documents and statistical and fiscal reports required by the law or the State Board of Education;

9. Insure that adequate internal controls are in place to safeguard the District's funds; and
10. Perform other duties as the Superintendent may require.

[Utah Code § 53G-4-401\(3\) \(2019\)](#)

[Utah Code § 53G-4-303 \(2019\)](#)

Revenue and Budgeting: State

Uniform school fund—

The District participates in the Uniform School Fund, which the State Board of Education apportions annually among school districts according to the provisions of the Minimum School Program.

[Utah Constitution, Article X, Sec. 5](#)

[Utah Code § 53F-9-202\(2\) \(2019\)](#)

[Utah Code Title 53F, Chapter 2](#)

Revenue and Budgeting: *Local Revenue*

Borrowing in Anticipation of Taxes—

The Board may borrow money in anticipation of the collection of taxes or other revenue of the School District so long as it complies with the Utah Local Government Bonding Act.

[Utah Code § 53G-4-602\(1\) \(2018\)](#)
[Utah Code § 11-14-101 et seq. \(2005\)](#)

Indebtedness Purposes and Limitations—

The Board may incur indebtedness for any purpose in the interest of education but shall not incur any indebtedness in excess of the estimated District revenues for the current school year.

[Utah Code § 53G-4-602\(2\) \(2018\)](#)

Voting to Incur Bonded Indebtedness—

The Board may in conformance with the Utah Local Government Bonding Act require, by a majority vote of the Board members, that the qualified voters of the District vote on a proposition as to whether to incur indebtedness by bonding, provided that:

1. The debts of the District are equal to school taxes and other estimated revenues for the school year and additional indebtedness must be incurred by the District to maintain and support schools in the District; or
2. The Board determines that it is advisable to issue school district bonds to purchase school sites, buildings or furnishings or to improve school district property.

[Utah Code § 53G-4-603\(2\) \(2018\)](#)
[Utah Code § 11-14-101 et seq. \(2005\)](#)

Before a bond approval measure may be submitted to the voters, the Board must comply with the requirements of the Transparency in Ballot Propositions Act, including publication of arguments for and against the bond issue and holding a public meeting on the measure as required by the Act.

[Utah Code § 11-14-201\(1\)\(b\) \(2014\)](#)
[Utah Code § 59-1-1601 et seq. \(2014\)](#)

Restriction on Use of Bond Funds—

The proceeds of bond issuances must be used in accordance with the plan of finance specified in the bond election voter information pamphlet or in accordance with the plan of finance as adjusted by the Board of Education. Such adjustment

may only be made upon a determination of compelling circumstances and with a two-thirds majority approval of the Board of Education.

[Utah Code § 53G-4-603\(4\), \(5\) \(2018\)](#)

Refunding Bonds—

If the Board determines that it desires to refund bonds, it shall follow the following procedure to determine the validity of the bond or bonds:

1. The Board shall have published once a week for two successive weeks in a newspaper published in the District, and give as required by [Utah Code § 45-1-101](#), and post for two successive weeks in three public and conspicuous places in the District, a notice which satisfies the following requirements:
 - a. It describes with sufficient particularity for identification the bond or bonds intended to be refunded.
 - b. It requires any person objecting to the legality, regularity, or validity of the bonds, their issue or sale, or the indebtedness represented by the bonds, to appear before the Board at a specified place within the District on a specified day and time.
 - i. This time may not be less than 14 nor more than 60 days after the first publication or posting of the notice.
 - c. It requires the person to appear at the meeting with his objections in writing, duly verified.
2. The Board shall convene at the time and place specified in the notice and receive all objections which satisfy the requirements of the notice.
3. The objections shall be filed with and preserved by the Board.
4. If no written objections are presented at the time and place specified in the notice, the Board shall so certify and the Board may then refund the bonds.
5. Any person filing a written objection as stated above has 20 days to commence appropriate legal proceedings against the Board and others as may be proper parties, in the district court for the county in which the school district is situated, to challenge and determine the legality, regularity, and validity of the bond or bonds, their issue and sale, or the indebtedness represented by them.
6. If a person filing a written objection fails to commence legal proceedings against the Board within 20 days, and that failure is established by a certificate of the clerk of the court, the challenge to the legality, regularity, or validity of the bond or bonds, their issue or sale, or the indebtedness represented by the bonds is barred, and the Board may refund the bonds.

[Utah Code § 53G-4-605 \(2018\)](#)

Voted local levy—

The Board may, in accordance with Utah Code § 53F-2-601, request voter approval of a state-supported local levy and, if the ballot measure is approved, impose the levy.

Before a Board-initiated voted local levy measure may be submitted to the voters, the Board must comply with the requirements of the Transparency in Ballot Propositions Act, including publication of arguments for and against the measure and holding a public meeting on the measure as required by the Act. (Compliance with the Act is not required where the voted local levy measure is initiated by citizen initiative.)

[Utah Code § 53F-2-601 \(2019\)](#)

[Utah Code § 59-1-1601 et seq. \(2014\)](#)

Board-approved leeway—

The Board may, in accordance with [Utah Code § 53F-8-404](#), levy a tax rate up to .0004 per dollar of taxable value within the local levy rate threshold. This levy does not require voter approval but the Board by majority vote may condition imposition of the levy on voter approval.

If the levy is submitted to the voters for approval, the Board must comply with the requirements of the Transparency in Ballot Propositions Act, including publication of arguments for and against the measure and holding a public meeting on the measure as required by the Act.

[Utah Code § 53F-8-404 \(2018\)](#)

[Utah Code § 59-1-1601 et seq. \(2014\)](#)

Revenue and Budgeting:

Local Revenue:

Local Foundations

Local school foundation—

The District may with Board approval establish a local educational foundation to assist in developing and implementing programs to promote educational excellence and assist in accomplishing other educational objectives.

[Utah Code § 53E-3-403\(1\) \(2019\)](#)

Powers of foundation—

A local educational foundation established by the District:

1. May solicit and receive contributions from private enterprises earmarked for use in the foundation's programs to promote educational excellence;
2. May not incur contractual obligations or liabilities which in any way constitute a claim against the school district's funds;
3. May not exercise executive, administrative or rule making authority over the programs except to the extent specified by the Board; and
4. Is exempt from all taxes levied by the state or any of its political subdivisions with respect to any activity undertaken to promote or undertaken in connection with promotion of educational excellence.

[Utah Code § 53E-3-403\(2\) \(2019\)](#)

Revenue and Budgeting: Budget

School Board Budget—

Before June 22 of each year, the Board shall adopt a budget and make appropriations for the next fiscal year.

[Utah Code § 53G-7-303\(2\)\(a\) \(2019\)](#)

Tax Rate—

If the tax rate in the proposed budget exceeds the tax rate defined in [Utah Code § 59-2-924](#), the Board shall comply with the provisions of [Utah Code § 59-2-919](#), unless one of the exceptions to those provisions (relating to prior voted local levy increases) set forth in [Utah Code § 53F-8-301](#) applies.

[Utah Code § 53G-7-303\(2\)\(b\) \(2019\)](#)

[Utah Code § 53F-8-301 \(2018\)](#)

Adoption of a Budget—

Before the adoption of a budget, the Board shall hold an open, public hearing on the proposed budget, at which public comment is received. In preparation for the hearing, the Board shall:

1. In addition to complying with the open meeting notice requirements set forth in Policy BEA, publish notice that the Board will consider and adopt a budget at the designated Board meeting in a newspaper of general circulation within the District at least ten days before the day on which the meeting is held;
2. File a copy of the proposed budget with the Business Administrator for public inspection at least ten days prior to the hearing; and
3. Post the proposed budget on the District's website.

[Utah Code § 53G-7-303\(3\) \(2019\)](#)

Filing Budget—

The Board shall file a copy of the adopted budget with the state auditor and the State Board of Education.

[Utah Code § 53G-7-303\(5\) \(2019\)](#)

Undistributed Reserve—

The Board may place an undistributed reserve in the budget that does not exceed 5% of the maintenance and operation budget in accordance with the schedule adopted by the State Board of Education.

[Utah Code § 53G-7-304\(1\) \(2019\)](#)

Application of Undistributed Reserve—

The Board may appropriate all or part of the undistributed reserve made to any expenditure classification in the maintenance and operation budget by a written resolution adopted by a majority vote of the Board. The resolution shall state the reasons for the appropriation. A copy of the resolution shall be filed with the State Board of Education and the State Auditor.

[Utah Code § 53G-7-304\(2\) \(2019\)](#)

Restrictions on Use of Undistributed Reserve—

The Board may not use the undistributed reserve in the negotiation or settlement of contract salaries for District employees.

[Utah Code § 53G-7-304\(3\) \(2019\)](#)

Limit on Appropriations—

The Board shall not make an appropriation in excess of the District's estimated expendable revenue, including undistributed reserves, for the following fiscal year.

[Utah Code § 53G-7-305\(2\) \(2019\)](#)

Reduction of Budget Appropriations—

The Board may reduce any budget appropriation at its regular meetings if notice of the proposed action is given to all Board members and the Superintendent at least one week prior to the meeting.

[Utah Code § 53G-7-305\(3\) \(2019\)](#)

Increase in Budget Appropriations—

The Board may increase any budget appropriation only if:

1. The Superintendent in writing requests the Board to increase a specified budget appropriation and states the reasons for the proposed increase;
2. Notice that the request will be considered by the Board is published in a newspaper of general circulation and provided as required by [Utah Code § 45-1-101](#) at least one week before the Board meeting at which the request will be considered; and
3. The Board holds a public hearing on the request before acting on the request and approves the increase by a majority vote of Board members.

[Utah Code § 53G-7-305\(7\) \(2019\)](#)

Prohibition of Inter-fund Transfers—

District revenues shall only be spent within the fund for which those revenues were originally authorized, levied, collected, or appropriated, and inter-fund transfers

of residual equity may not be made unless expressly authorized by the State Board of Education.

[Utah Code § 53G-7-306 \(2019\)](#)

Revenue and Budgeting: *District Audit Committee*

Appointment—

The Board of Education shall establish a district audit committee as a standing committee of the board and shall appoint the members of the committee and replace such members from time to time. The committee shall consist of two members of the Board of Education and two members having appropriate character and qualifications but who are not administrators or other employees of the district.

[Utah Code § 53G-7-401\(1\) \(2018\)](#)

Responsibilities—

The audit committee shall have the following responsibilities:

1. Reporting monthly to the Board of Education on the district's fiscal position;
2. ensuring that the district's management properly develops and adheres to a sound system of internal controls consistent with the requirements of [R277-113-6](#);
3. developing a process to review financial information, financial statements, and district and individual school records on a regular basis;
4. monitoring procurement and use of systems and software applications for compliance with financial and student privacy laws;
5. determining the appropriate scope of the independent audit and of non-audit services to be provided and ensuring that the district's management conducts a competitive RFP process to hire external auditors and other professional services and making a recommendation to the Board of Education on the results of the RFP process consistent with the State Procurement Code;
6. acting as liaison between the district and independent auditors by facilitating regular communication with independent auditors, receiving independent audit reports and financial statements, ensuring that management implements corrective actions, assessing the performance of independent auditors, and reviewing disagreements between independent auditors and district management;
7. determining the appropriate scope of contracts with management companies that provide business services and student services, managing the procurement process in compliance with the Procurement Code, making recommendations to the Board of

Education on the results of the procurement process, assessing the performance of management companies, and ensuring district management implements sufficient internal controls over the functions of the management company;

8. receiving communication from or meeting with the external auditors annually and receiving a direct report of the audit findings, exceptions, and other matters noted by the auditor;
9. reporting the audit reports and findings or other matters communicated by an auditor or a regulatory body to the Board of Education;
10. ensuring that issues and exceptions reported by external audits, internal audits, or other regulatory bodies are resolved in a timely manner;
11. receiving reports of reviews or audits conducted by the State Superintendent and ensuring appropriate corrective action is taken in a timely manner;

[Utah Code § 53G-7-401\(2\), \(5\) \(2018\)](#)

[Utah Code § 53G-7-402\(3\), \(4\), \(5\) \(2019\)](#)

[Utah Admin. Rules R277-113-4\(7\) \(June 22, 2018\)](#)

[Utah Admin. Rules R277-113-5\(2\) \(June 22, 2018\)](#)

Capital Outlay Reporting: New School Building Project or Significant School Remodel

Definitions—

The following definitions apply in this policy:

1. "New school building project" means:

(a) the construction of a school or school facility that did not previously exist in the District; or

(b) the lease or purchase of an existing building, by the District, to be used as a school or school facility

2. "School facility" means a facility, including a pool, theater, stadium, or maintenance building, that is built, leased, acquired, or remodeled by the District regardless of whether the facility is open to the public.

3. "Significant school remodel" means a construction project undertaken by the District with a project cost equal to or greater than \$2,000,000, including:

(a) the upgrading, changing, alteration, refurbishment, modification, or complete substitution of an existing school or school facility in the District with a project cost equal to or in excess of \$2,000,000; or

(b) the addition of a school facility.

The District participates in the Uniform School Fund, which the State Board of Education apportions annually among school districts according to the provisions of the Minimum School Program Act.

[Utah Code § 63A-3-402\(7\)\(a\) \(2019\)](#)

Capital Outlay Report—

1. For each new school building project or significant school remodel, the District shall:

(a) prepare an annual school plant capital outlay report; and

(b) submit the report to the division for publication on the Utah Public Finance Website, Division and in a format, including any raw data or electronic formatting, prescribed by applicable division policy.

2. The District shall include in the capital outlay report described the following information as applicable to each new school building project or significant school remodel:

(a) the name and location of the new school building project or significant school remodel;

- (b) construction and design costs, including:
 - (i) the purchase price or lease terms of any real property acquired or leased for the project or remodel;
 - (ii) facility construction;
 - (iii) facility and landscape design;
 - (iv) applicable impact fees; and
 - (v) furnishings and equipment;
- (c) the gross square footage of the project or remodel;
- (d) the year construction was completed; and
- (e) the final student capacity of the new school building project or, for a significant school remodel, the increase or decrease in student capacity created by the remodel.
- (f) further itemized data required by the division.

[Utah Code § 63A-3-402\(7\)\(b\), \(c\) \(2019\)](#)

Financial Reporting

Definitions—

The following definitions apply in this policy:

1. “Generally Accepted Accounting Principles” (“GAAP”) means a common framework of accounting rules and standards for financial reporting promulgated by either FASB or GASB, as applicable to the District.

2. “Financial Accounting Standards Board” (“FASB”) means the board whose purpose is to establish GAAP for nongovernmental entities within the United States.

3. “Governmental Accounting Standards Board” (“GASB”) means the board whose purpose is to establish GAAP for state and local governments within the United States.

4. “Generally Accepted Auditing Standards” (“GAAS”) means a set of auditing standards and guidelines promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants

[Utah Admin. Rules R277-113-2\(4\) - \(7\) \(June 22, 2018\)](#)

District Financial Reporting—

The District shall conduct its financial reporting in accordance with GAAP and shall arrange for audits of District financial reporting in accordance with GAAS. The District’s financial reporting shall be done in a manner consistent with the basis of accounting as required by GAAP, as applicable to the District. If the District follows FASB standards, the District shall provide reconciliation between the accrual basis of accounting and modified accrual basis of accounting. The District shall provide data and information consistent with budgeting, accounting (including the uniform chart of accounts for local educational agencies), and auditing standards for Utah local educational agencies provided online annually by the State Superintendent.

[Utah Admin. Rules R277-113-6\(2\)\(e\) \(June 22, 2018\)](#)

Procurement

Scope of Procurement Policies—

This policy and the other policies in series CB, CC, and CD govern procurement by the District. To “procure” means to acquire a procurement item through a procurement. “Procurement” means acquisition of a “procurement item” through an expenditure of public funds, or an agreement to expend public funds. A “procurement item” includes a supply, a service, or construction. The procurement process consists of all functions that pertain to the obtaining of a procurement item, including preparing and issuing a solicitation, conducting a standard procurement process, or conducting a procurement process that is an exception to a standard procurement process under Policy CBF.

[Utah Code § 63G-6a-103\(56\), \(57\), \(58\) \(2019\)](#)

Except as specified in the following paragraph or elsewhere in the procurement policies, the District’s procurement policies apply to every procurement.

[Utah Code § 63G-6a-105\(1\) \(2016\)](#)

Exclusions—

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

- The acquisition or disposition of real property or an interest in real property

[Utah Code § 63G-6a-105\(7\) \(2016\)](#)

[Utah Code § 63G-6a-1209\(2\) \(2013\)](#)

- Employment contracts or collective bargaining agreements

[Utah Code § 63G-6a-103\(79\)\(c\) \(2019\)](#)

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

[Utah Code § 63G-6a-107\(1\)\(c\) \(2016\)](#)

[Utah Code § 63G-6a-103\(57\)\(c\) \(2019\)](#)

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

[Utah Code § 63G-6a-105\(8\) \(2016\)](#)

- Grants

[Utah Code § 63G-6a-107\(1\)\(b\) \(2016\)](#)

[Utah Code § 63G-6a-103\(57\)\(c\) \(2019\)](#)

- Hiring a mediator, arbitrator, or arbitration panel member
[Utah Code § 63G-6a-107\(4\) \(2016\)](#)
- Expenditure of funds administered under the Percent-for-Art Program (except for Policy CDD, which does apply to such expenditures)
[Utah Code § 63G-6a-107\(1\)\(a\) \(2016\)](#)

Intent to Comply with Other Laws and Regulations—

It is the District's intent and purpose to comply with the Utah Procurement Code (Title 63G, Chapter 6a of the Utah Code) and with such regulations as are promulgated by the Utah Procurement Policy Board, which is the applicable rulemaking authority for procurement by the District. To the extent that the District's procurement policies conflict with either the Procurement Code or with applicable regulations, those code provisions or regulations shall govern.

[Utah Code § 63G-6a-105\(5\), \(6\) \(2016\)](#)
[Utah Code § 63G-6a-103\(1\)\(e\) \(2019\)](#)
[Utah Code § 63G-6a-106\(2\), \(4\) \(2016\)](#)
[Utah Code § 63G-6a-110\(1\)\(a\), \(2\) \(2016\)](#)

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

[Utah Code § 63G-6a-107\(2\) \(2016\)](#)

Definitions—

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

“Contract” means an agreement for a procurement.

[Utah Code § 63G-6a-103\(17\) \(2019\)](#)

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

[Utah Code § 63G-6a-103\(19\) \(2019\)](#)

“Days” means calendar days, unless expressly provided otherwise.

[Utah Code § 63G-6a-103\(24\) \(2019\)](#)

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

[Utah Code § 63G-6a-103\(37\) \(2019\)](#)

“Procurement Officer” means the business administrator, or another person designated by the Board of Education, or the Board of Education, or such other person as is designated by rule of the Procurement Policy Board.

[Utah Code § 63G-6a-103\(59\)\(a\) \(2019\)](#)

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

[Utah Code § 63G-6a-103\(64\) \(2019\)](#)

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

[Utah Code § 63G-6a-103\(91\) \(2019\)](#)

Procurement: General Procurement Policies

Standard Procurement Processes—

Except as described below regarding exceptions, procurements by the District must be conducted using a “standard procurement process.” The standard procurement processes are (1) bidding, as described in Policies CBB and CBC; (2) requests for proposals, as described in Policy CBD; (3) the approved vendor list, as described in Policy CBDB, (4) small purchases, as described in Policy CBE, and (5) the design professional process, as described in Policy CCF.

[Utah Code § 63G-6a-103\(87\) \(2019\)](#)

Supplemental Procurement Procedures—

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

[Utah Code § 63G-6a-401 \(2016\)](#)

Best and Final Offers Only Permitted with Requests for Proposals—

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

[Utah Code § 63G-6a-707.5\(1\) \(2017\)](#)

Exceptions to Standard Procurement Processes—

The only other permissible procurement methods apart from the standard procurement processes are procurements under the following procedures as described in Policy CBF: Sole Source Procurement, Transitional Costs/Best Interest Procurement, Specified Circumstances Procurement, Extension of Contract, Trial Use Contract, Emergency Procurement, Prison Industry Goods Procurement, and Community Rehabilitation Program Procurement.

[Utah Code § 63G-6a-802 \(2016\)](#)

[Utah Code § 63G-6a-802.3 \(2016\)](#)

[Utah Code § 63G-6a-802.7 \(2017\)](#)

[Utah Code § 63G-6a-803 \(2016\)](#)

[Utah Code § 63G-6a-804 \(2019\)](#)

[Utah Code § 63G-6a-805 \(2016\)](#)

[Utah Admin. Rules R33-8-101 \(June 21, 2017\)](#)

Request for Information—

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

[Utah Code § 63G-6a-103\(71\) \(2019\)](#)

[Utah Code § 63G-6a-409 \(2016\)](#)

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

[Utah Code § 63G-6a-409\(5\) \(2016\)](#)

A request for information is not a procurement process and may not be used to solicit cost, pricing, or rate information, negotiate fees, make a purchase or enter into a contract. Similarly, a response to a request for information is not an offer and may not be accepted to form a binding contract. Information submitted to the District by others or by the District to others in connection with a request for information is considered “protected” information under the Utah Government Records Access and Management Act and Policy GA. The request should inform potential responders that to establish such protection for trade secrets, commercial information, or non-individual financial information the submitting entity must provide with the information a written claim of business confidentiality and a concise statement of reasons supporting the claim.

[Utah Code § 63G-6a-409 \(2016\)](#)

[Utah Code § 63G-2-309\(1\)\(a\)\(i\) \(2019\)](#)

[Utah Admin. Rules R33-5-101 \(June 21, 2017\)](#)

Specifications—

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

Persons with a conflict of interest, or who anticipate responding to the proposal for which the specifications are written, may not participate in writing

specifications. The District may retain the services of a person to assist in writing specifications, scopes of work, requirements, qualifications, or other components of a solicitation. However, a person assisting in writing specifications shall not, at any time during the procurement process, be employed in any capacity by, nor have an ownership interest in, an individual, public or private corporation, governmental entity, partnership, or unincorporated association bidding on or submitting a proposal in response to the solicitation. (This restriction does not apply to design-build construction projects or to a procurement that the Procurement Officer or Board of Education or its designee determines in writing that the restriction should not apply.) Violations may result in the bidder or offeror being declared ineligible for award of the contract, the solicitation being canceled, termination of an awarded contract, or any other action determined to be appropriate by the Board of Education or its designee.

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

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

[Utah Code § 63G-6a-111 \(2016\)](#)
[Utah Admin. Rules R33-4-103 \(June 21, 2017\)](#)

Procurement Notice Requirements—

Before issuing a solicitation, the District shall publish a notice of such action which:

- names the District as the entity acquiring the procurement item;
- provides information about how to contact the District;
- states the date of the opening and closing of the solicitation;
- provides information on how to obtain a copy of the procurement documents; and
- includes a general description of the procurement items that will be obtained by the District.

The notice shall be published in one or more of the following ways:

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

The notice shall be published at least seven days before the day of the deadline for submitting a bid or other response, or at least seven days before the acquisition of the procurement item through a non-standard procurement process. This notice period may be reduced if the District Procurement Officer or his or her designee signs a written statement that a shorter time is needed and that it has been determined that competition from multiple sources may be obtained within that shorter time period.

The District shall also make a copy of the solicitation documents available for public inspection at the main District office or on the website of the District or of the Division of Purchasing and General Services and shall keep them available until the contract is awarded or the procurement is canceled.

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

[Utah Code § 63G-6a-112 \(2017\)](#)

Price Based on Established Terms—

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

[Utah Code § 63G-6a-113 \(2016\)](#)

Cancellation and Rejection of Bids and Proposals—

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

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Utah School Boards Association Policy Services

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either resolicit responses to a solicitation (using the same or revised specifications) or withdraw the requisition for the procurement items.

[Utah Code § 63G-6a-902 \(2013\)](#)

[Utah Admin. Rules R33-9-101 \(June 21, 2017\)](#)

Award Based on a Single Response to the Solicitation—

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

One of the following is met:

- A solicitation which meets the public notice requirements results in only one vendor willing to bid, provide quotes, or submit a statement of qualifications; or
- Vendors on a multiple award contract, prequalification, or approved vendor list fail to bid, provide quotes, or submit statements of qualifications; or
- The District makes a reasonable effort to invite all known vendors to bid, provide quotes, or submit statements of qualifications and all but one of the invited vendors contacted fail to bid, provide quotes, or submit statements of qualifications. (For purposes of this requirement, “reasonable effort” means that the required public notice has been given, or that an electronic or manual search for vendors within the specific industry fails to identify any vendors willing to submit bids or provide quotes, or contacting industry-specific associations or manufacturers for the names of vendors within that industry, or a determination by the Procurement Officer or the Board or its designee that a reasonable effort has been made.)

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

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

[Utah Admin. Rules R33-4-109 \(June 21, 2017\)](#)

Board of Education Authority Regarding Procurement and Contracts—

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

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

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

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

Correction of Immaterial Errors—

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

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

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

[Utah Code § 63G-6a-103\(39\), \(83\), \(96\) \(2019\)](#)

The Board of Education or its designee may allow a vendor to correct an immaterial error in a responsive solicitation response. If correction is allowed, the Board or its designee shall establish and enforce a deadline for corrections to be

submitted (corrections may not be accepted after the established deadline). If correction is allowed, the Board or its designee shall prepare and sign a written document supporting the reason for allowing the correction.

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

[Utah Code § 63G-6a-114 \(2016\)](#)

[Utah Code § 63G-6a-410\(7\) \(2017\)](#)

[Utah Code § 63G-6a-605\(1\)\(a\) \(2016\)](#)

[Utah Code § 63G-6a-706\(1\)\(a\) \(2016\)](#)

Request for Clarification—

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

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

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

[Utah Code § 63G-6a-115 \(2016\)](#)

[Utah Code § 63G-6a-605\(1\)\(b\) \(2016\)](#)

[Utah Code § 63G-6a-706\(1\)\(b\) \(2016\)](#)

Vendor Qualification—

Determination of non-responsibility

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

[Utah Code § 63G-6a-103\(76\) \(2019\)](#)

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

[Utah Code § 63G-6a-903 \(2017\)](#)

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

[Utah Admin. Rules R33-9-204\(1\) \(June 21, 2017\)](#)

Debarment

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

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

Causes for debarment include:

- conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of a public or private contract or subcontract;
- conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or

business honesty which currently, seriously, and directly affects responsibility as a contractor for the District;

- conviction under state or federal antitrust statutes;
- failure without good cause to perform in accordance with the terms of the contract;
- a violation of the Procurement Code or the District's procurement policies; or
- any other cause that the Board of Education or its designee or the district Procurement Officer determines to be so serious and compelling as to affect responsibility as a contractor for the District, including debarment by another governmental entity.

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

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

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

[Utah Admin. Rules R33-9-301 \(June 21, 2017\)](#)

Ineligible bidder or offeror

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

[Utah Code § 63G-6a-905 \(2013\)](#)

Preferences—

Preference for providers of Utah products

The District shall, for all procurements, give a reciprocal preference to those bidders offering procurement items that are produced, manufactured, mined, grown, or performed in Utah ("Utah items") over those bidders offering procurement items that are produced, manufactured, mined, grown, or performed in any state that gives or requires a preference to procurement items that are produced, manufactured, mined, grown, or performed in that state ("out of state preferred items"). The amount

of reciprocal preference shall be equal to the amount of the preference applied by the other state for that particular procurement item. In order to receive a reciprocal preference under this section, the bidder must certify on the bid that the procurement items offered are Utah items. Without that certification on the bid, the reciprocal preference is waived.

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

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

[Utah Code § 63G-6a-1002 \(2017\)](#)

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

[Utah Admin. Rules R33-10-101\(2\) \(July 8, 2014\)](#)

Preference for Utah contractors

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

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

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

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

[Utah Code § 63G-6a-1003 \(2017\)](#)

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

[Utah Admin. Rules R33-10-102\(2\) \(July 8, 2014\)](#)

Federal requirements exception to preferences

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

[Utah Code § 63G-6a-1004 \(2012\)](#)

Security—

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

[Utah Admin. Rules R33-6-102\(4\) \(June 21, 2017\)](#)

Bid security

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

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

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

- (1) the bid security is submitted on a form other than the required bid bond form and the bid security meets all other requirements including being issued by a surety meeting the applicable requirements and the contractor provides acceptable bid security by the close of business of the next succeeding business day after the District notifies the contractor of the defective bid security; or
- (2) only one bid is received, and there is not sufficient time to re-solicit; or
- (3) the amount of the bid security submitted, though less than the amount required by the invitation for bids, is equal to or greater than the difference in the price stated in the next higher acceptable bid; or
- (4) the bid security becomes inadequate as a result of the correction by the District of a mistake in the bid or bid modification, if the bidder increases the amount of guarantee to required limits within 48 hours after the bid opening.

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

[Utah Admin. Rules R33-11-201 \(June 21, 2017\)](#)

[Utah Admin. Rules R33-11-202 \(June 21, 2017\)](#)

Performance bonds for construction contracts

A performance bond is required for all construction contracts in excess of \$50,000, in the amount of 100% of the contract price. The performance bond shall be delivered by the contractor to the District within fourteen days of the contractor receiving notice of the award of the construction contract. If a contractor fails to deliver the required performance bond, the contractor's bid/offer shall be rejected, its bid security may be enforced, and award of the contract may be made to the next lowest responsive and responsible bidder or highest ranked offeror.

[Utah Admin. Rules R33-11-301 \(June 21, 2017\)](#)

Performance bonds for other contracts

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

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

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

[Utah Admin. Rules R33-11-302 \(June 21, 2017\)](#)

Payment bonds

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

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

- (1) bonds cannot reasonably be obtained for the work involved;
- (2) the cost of the bond exceeds the risk to the District; or

(3) bonds are not necessary to protect the District's interests.

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

[Utah Admin. Rules R33-11-303 \(June 21, 2017\)](#)

Procurement: *Awarding Contracts by Bidding*

Bidding is the Appropriate Procurement Process When Cost is the Major Factor—

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

[Utah Code § 63G-6a-602 \(2017\)](#)

[Utah Admin. Rules R33-6-101 \(June 21, 2017\)](#)

The Bidding Process—

Invitation for bids

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

[Utah Code § 63G-6a-103\(42\) \(2019\)](#)

[Utah Code § 63G-6a-603 \(2017\)](#)

[Utah Admin. Rules R33-6-102\(1\), \(2\) \(June 21, 2017\)](#)

Required product samples must be furnished free of charge unless otherwise specified in the invitation for bids. Samples must be labeled or otherwise identified as specified in the invitation for bids. If not destroyed by testing, samples will be

returned upon written request, at the bidder's expense, within such deadline as may be specified in the invitation for bids.

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

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

[Utah Code § 63G-6a-103\(86\) \(2019\)](#)

[Utah Code § 63G-6a-111 \(2016\)](#)

Addenda to invitations

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

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

[Utah Admin. Rules R33-6-104 \(June 21, 2017\)](#)

Pre-bid conferences and site visits

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

- (1) Except as authorized in writing by the Procurement Officer or Board of Education or its designee, pre-bid conferences and site visits must require mandatory attendance by all bidders.
- (2) A pre-bid conference may be attended in person, by teleconference, by webinar, or by other electronic media approved by the Procurement Officer or Board of Education or its designee.
- (3) Site visits must be attended in person.

- (4) All pre-bid conferences and site visits must be attended by an authorized representative of the person or vendor submitting a bid and as may be further specified in the procurement documents.
- (5) The solicitation must state that failure to have at least one authorized representative in attendance for the entire duration of each pre-bid conference or site visit shall result in the disqualification of that bidder.
- (6) If the Procurement Officer or Board of Education or its designee in writing waives the mandatory attendance requirement for a pre-bid conference or site visit, the District may use audio or video recordings of pre-bid conferences and site visits and may require all bidders that do not have an authorized representative in attendance for the entire duration of the conference or site visit to review the recording.

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

- (1) an attendance log including the name of each attendee, the entity the attendee is representing, and the attendee's contact information;
- (2) minutes of the pre-bid conference or site visit; and
- (3) copies of any documents distributed by the District to the attendees at the pre-bid conference or site visit.

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

[Utah Admin. Rules R33-6-103 \(June 21, 2017\)](#)

Cancellation of invitation for bids

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

[Utah Admin. Rules R33-9-101 \(June 21, 2017\)](#)

No bids submitted

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

- (1) contact the known supplier community to determine why there were no responses to the invitation;

- (2) research the potential vendor community; and,
- (3) modify the invitation for bids based upon the information gathered.

If the District has modified the invitation for bids and re-issued it and still receives no bids or there is insufficient competition, the Procurement Officer or Board of Education or its designee shall require the District to further modify the procurement documents or cancel the requisition for the procurement item(s). (If the requirements set forth in Policy CBA for making an award based on a single response to a solicitation are met, the Board may make an award based on a single bid.)

[Utah Admin. Rules R33-9-102 \(June 21, 2017\)](#)

[Utah Admin. Rules R33-4-109 \(June 21, 2017\)](#)

Bid submission

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

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

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

[Utah Admin. Rules R33-6-105 \(June 21, 2017\)](#)

Bid opening and acceptance

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

[Utah Code § 63G-6a-103\(5\), \(76\), \(77\) \(2019\)](#)

Bids shall be opened publicly and in the presence of one or more witnesses, unless an electronic bid opening process is used where bidders may see the

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

[Utah Code § 63G-6a-604 \(2016\)](#)

[Utah Admin. Rules R33-6-105\(4\) \(June 21, 2017\)](#)

Correction or clarification of bids

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

[Utah Code § 63G-6a-605 \(2016\)](#)

[Utah Code § 63G-6a-1911\(1\) \(2013\)](#)

Withdrawal of bid

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

[Utah Admin. Rules R33-6-106 \(June 21, 2017\)](#)

Cancellation before award

When the District determines before award but after opening that the specifications, scope of work or other requirements contained in the invitation for bid

documents were not met by any bidder or offeror the invitation for bids shall be cancelled.

In addition, the District may cancel an invitation for bids before award but after opening all bids or offers when the District determines in writing that an infraction of code, rule, or policy has occurred or that there is other good cause, including:

- (1) inadequate, erroneous, or ambiguous specifications or requirements were cited in the invitation for bids;
- (2) the bid specifications have been or must be revised;
- (3) the procurement item(s) being solicited are no longer required;
- (4) the invitation for bids did not provide for consideration of all factors of cost to the District, such as cost of transportation, warranties, service and maintenance;
- (5) the bids received indicate that the District's needs can be satisfied by a less expensive procurement item differing from that in the invitation for bids;
- (6) except as provided below regarding bids which exceed available funds, all otherwise acceptable bids or offers received are at unreasonable prices, or only one bid or offer is received and the Procurement Officer or Board of Education or its designee cannot determine the reasonableness of the bid price;
- (7) the responses to the invitation for bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith; or,
- (8) no responsive bid has been received from a responsible bidder.

[Utah Admin. Rules R33-9-103 \(June 21, 2017\)](#)

If the District has an existing contract for a procurement item that the invitation for bids is to obtain and the bidding process is delayed due to an unintentional error, the District may permit the extension of the existing contract.

[Utah Code § 63G-6a-802.7\(1\)\(b\)\(i\) \(2017\)](#)

Evaluation of bids and awarding of contract

The District shall evaluate each bid using the objective criteria described in the invitation for bids, which may include experience, performance ratings, inspection, testing, quality, workmanship, time and manner of delivery, references, financial stability, cost, suitability for a particular purpose, the contractor's work site safety program (including any requirement that the contractor imposes on subcontractors for a work site safety program), or other objective criteria specified in

the invitation for bids. Criteria not described in the invitation for bids may not be used to evaluate a bid.

[Utah Admin. Rules R33-9-202 \(June 21, 2017\)](#)

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

[Utah Code § 63G-6a-606\(4\), \(5\) \(2017\)](#)

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

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

- (1) for commodities, protects against future changes in conditions, such as increased costs, if total possible costs to the District cannot be determined;
- (2) fails to state a price and indicates that price shall be the price in effect at time of delivery or states a price but qualifies it as being subject to price in effect at time of delivery;
- (3) when not authorized by the invitation for bids, conditions or qualifies a bid by stipulating that it is to be considered only if, before date of award, the bidder receives (or does not receive) an award under a separate solicitation;
- (4) requires that the District is to determine that the bidder's product meets applicable specifications; or

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

[Utah Admin. Rules R33-9-202 \(June 21, 2017\)](#)

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

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

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

[Utah Admin. Rules R33-6-102\(5\) \(June 21, 2017\)](#)

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

[Utah Admin. Rules R33-9-204\(3\) \(June 21, 2017\)](#)

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

[Utah Admin. Rules R33-6-110 \(June 21, 2017\)](#)

The District shall:

- (subject to procedures for multiple award contracts) award the contract as soon as practicable to the responsible bidder who submits the lowest responsive bid that meets the objective criteria described in the invitation for bids; or
- if that bid is rejected as provided for above, to the responsible bidder who submits the next lowest responsive bid that meets the objective criteria described in the invitation for bids; or

- cancel the invitation for bids without awarding a contract.

[Utah Code § 63G-6a-606\(3\) \(2017\)](#)

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

[Utah Admin. Rules R33-9-104 \(June 21, 2017\)](#)

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

[Utah Admin. Rules R33-9-201 \(June 21, 2017\)](#)

Re-solicitation

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

- (1) A material change in the scope of work or specifications has occurred;
- (2) procedures outlined in the Utah Procurement Code were not followed;
- (3) additional public notice is desired;
- (4) there was a lack of adequate competition; or
- (5) other reasons exist such that it is in the best interest of the District.

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

[Utah Admin. Rules R33-6-108 \(June 21, 2017\)](#)

Single bidder

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

- (1) a new invitation for bids solicited; or
- (2) the procurement canceled.

[Utah Admin. Rules R33-6-109 \(June 21, 2017\)](#)

[Utah Admin. Rules R33-12-603 \(June 21, 2017\)](#)

[Utah Admin. Rules R33-12-604 \(June 21, 2017\)](#)

Action when all bids are over budget

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

[Utah Code § 53G-4-303 \(2019\)](#)
[Utah Code § 63G-6a-607 \(2017\)](#)

Resolution of tie bids

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

[Utah Code § 63G-6a-103\(92\) \(2019\)](#)
[Utah Code § 63G-6a-608 \(2017\)](#)
[Utah Admin. Rules R33-6-111 \(June 21, 2017\)](#)

Publication of award

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

[Utah Admin. Rules R33-6-112 \(June 21, 2017\)](#)

Errors discovered after contract award

Errors discovered after the award of a contract may only be corrected if, after consultation with the Procurement Officer or Board of Education or its designee and legal counsel, it is determined that the correction of the mistake does not violate the

requirements of the Utah Procurement Code or the Utah Administrative Rules regarding procurement. Any such correction must be supported by a written determination signed by the Procurement Officer or Board of Education or its designee.

[Utah Admin. Rules R33-6-107 \(June 21, 2017\)](#)

Multiple Stage Bidding—

The invitation for bids for a multiple stage bidding process shall:

- describe the requirements for, and purpose of, each stage of the process;
- indicate whether the District intends to award a single contract; or multiple contracts for a series of upcoming procurements; and
- state that the first stage is for prequalification only, that a bidder may not submit any pricing information in the first stage of the process; and that bids in the second stage will only be accepted from a person who prequalifies in the first stage.

During the first stage, the District shall prequalify bidders to participate in subsequent stages, in accordance with Policy CBA, shall prohibit the submission of pricing information until the final stage; and may, before beginning the second stage, request additional information to clarify the qualifications of the bidders who submit timely responses.

Contracts may only be awarded for a procurement item described in stage one of the invitation for bids. The District may use as many stages as it determines to be appropriate.

[Utah Code § 63G-6a-609 \(2016\)](#)

The District may hold a pre-bid conference (as outlined above) to discuss the multiple-stage bidding process.

[Utah Admin. Rules R33-6-113 \(June 21, 2017\)](#)

Procurement: *Request for Statement of Qualifications*

Definitions—

- A “vendor” is a person who seeks to enter into a contract with the District to provide a procurement item and includes a bidder, an offeror, an approved vendor, and a design professional.
- A “request for statement of qualifications” is a document used to solicit information about the qualifications of a person interested in responding to a potential procurement, including all other documents attached to that document or incorporated in that document by reference.
- A “statement of qualifications” is a written statement submitted to the District in response to a request for statement of qualifications.

[Utah Code § 63G-6a-103\(74\), \(89\), \(96\) \(2019\)](#)

Purposes of Request for Statement of Qualifications—

A request for statement of qualifications must be used as part of the process to establish an approved vendor list. (See Policy CBDB.) A request for statement of qualifications also may be used to identify qualified vendors in one stage of a multiple-stage procurement process (invitation for bids, request for proposals, or design professional procurement). A request for statement of qualifications may not be used as the sole basis for awarding a contract, nor may it be used to solicit costs, pricing, or rates, or to negotiate fees.

[Utah Code § 63G-6a-410 \(2017\)](#)

Request for Statement of Qualifications Process—

The request for statement of qualifications procurement process begins when the District issues a request for statement of qualifications. The District shall publish a request for proposals in accordance with the notice requirements of Policy CBA.

[Utah Code § 63G-6a-410\(3\), \(6\) \(2017\)](#)

Content of request for multiple-stage process

A request for statement of qualifications in a multiple-stage procurement process shall include:

- a statement that participation in other stages of the multiple-stage procurement process will be limited to qualified vendors;

- the minimum mandatory requirements, evaluation criteria, and applicable score thresholds that will be used to identify qualified vendors, including, as applicable:
 - experience and work history;
 - management and staff requirements or standards;
 - licenses, certifications, and other qualifications;
 - performance ratings or references;
 - financial stability; and
 - other information pertaining to vendor qualifications that the Board of Education or Procurement Officer considers relevant or important; and
- the deadline by which a vendor is required to submit a statement of qualifications.

[Utah Code § 63G-6a-410\(4\) \(2017\)](#)

Content of request for approved vendor list process

A request for statement of qualifications in an approved vendor list process under Policy CBDB shall include:

- as may be applicable, a general description of
 - the procurement item the District seeks to acquire;
 - the type of project or scope or category of work that the District will procure;
 - the procurement process to be used by the District; and
 - the type of vendor the District seeks to provide the procurement item;
- the minimum mandatory requirements, evaluation criteria, and applicable score thresholds that vendors are required to meet to be included on the approved vendor list;
- a statement that the approved vendor list will only include responsible vendors that
 - submit a responsive statement of qualifications and
 - meet the minimum mandatory requirements, evaluation criteria, and applicable score thresholds described in the request;

- a statement that only vendors on the approved vendor list will be able to participate in the procurements identified in the request;
- a statement on whether the District will use a performance rating system for evaluation the performance of vendors on the approved vendor list, including whether a vendor on the list may be disqualified and removed from the list;
- a statement on whether the approved vendor list used by the District is closed-ended or open-ended (see Policy CBDB) and
 - if the District uses a closed-ended list, the deadline for a vendor to submit a statement of qualifications and the specified time after which the list will expire, or
 - if the District uses an open-ended list,
 - the deadline for a vendor to submit a statement of qualifications to be considered for the initial list,
 - a schedule indicating when a vendor not on the initial list may submit a statement of qualifications to be considered to be added to the list, and
 - the specified time after which a vendor must submit a new statement of qualifications in order to renew the vendor's status as an approved vendor on the list; and
- a description of any other criteria or requirements specific to the procurement item or scope of work that is the subject of the procurement.

[Utah Code § 63G-6a-410\(5\) \(2017\)](#)

Correction or clarification of statement of qualifications

The Board of Education or its designee may allow a vendor to correct an immaterial error in a statement of qualifications, as provided in Policy CBA and may also request a vendor to clarify information contained in a statement of qualifications, as provided in Policy CBA.

[Utah Code § 63G-6a-410\(7\), \(10\) \(2017\)](#)

Submission of statement of qualification

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

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

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

[Utah Admin. Rules R33-4-101a \(June 21, 2017\)](#)

Establishment of evaluation committee

The District shall appoint an evaluation committee consisting of at least three individuals with at least a general familiarity with or a basic understanding of either (1) the technical requirements relating to the type of procurement item that is the subject of the request for statement of qualifications or (2) the need that the procurement item is intended to address. The District shall ensure that the evaluation committee and each individual participating in the evaluation process (a) does not have a conflict of interest with any vendor that submits a statement of qualifications, (b) can fairly evaluate each statement of qualifications, (c) does not contact or communicate with a vendor concerning the evaluation process or the procurement outside the official evaluation committee process; and (d) conducts or participates in the evaluation in a manner that ensures a fair and competitive process and avoids the appearance of impropriety. The District may authorize the evaluation committee to receive assistance in better understanding a technical issue involved in the procurement from an expert or consultant who is not a member of the committee and who does not participate in evaluation scoring. The evaluation committee may, with the approval of the Board of Education or its designee, enter into discussions or conduct interviews with, or attend presentations by vendors for the purpose of clarifying information contained in statements of qualifications. However, in such interactions, a vendor may only explain, illustrate, or interpret the contents of the original statement of qualifications. The vendor may not (1) address criteria or specifications not contained in the original statement of qualifications, (2) correct any deficiency, inaccuracy, or mistake other than an immaterial error, (3) remedy an incomplete submission of documents, (4) remedy an untimely statement submission, (5) substitute or alter a required form, (6) remedy a cause for the vendor being considered not responsible or the statement not responsive, or (7) correct a failure to meet mandatory minimum requirements, evaluation criteria, or score thresholds.

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[Utah Code § 63G-6a-410\(9\) \(2017\)](#)

Evaluation of statements

The evaluation committee shall evaluate and score statements of qualifications submitted in response to a request for statement of qualifications using the minimum mandatory requirements, evaluation criteria, and applicable score thresholds set forth in the request for statement of qualifications.

[Utah Code § 63G-6a-410\(9\)\(c\) \(2017\)](#)

Determination of qualified vendors

After the evaluation committee completes its evaluation and scoring of the statements of qualifications, the committee shall submit the statements and evaluation scores to the Board of Education or its designee. The Board of Education or its designee shall review the committee's scores and shall correct any errors, inconsistencies, or reported noncompliance with the Procurement Code. After reviewing the evaluation committee materials, the Board of Education or its designee shall make a final determination of:

- qualified vendors who are allowed to participate in the remaining stages, if the request for statement of qualifications process is used as one of the stages of a multiple-stage process, or
- vendors to be included on an approved vendor list, if the request for statement of qualifications process is used as part of the approved vendor list process.

[Utah Code § 63G-6a-410\(9\)\(e\), \(f\), \(14\) \(2017\)](#)

Withdrawal of statement

A vendor may voluntarily withdraw a statement of qualifications at any time before a contract is awarded with respect to which the statement of qualifications was submitted.

[Utah Code § 63G-6a-410\(11\) \(2017\)](#)

Single qualified vendor

If only one vendor meets the minimum qualifications, evaluation criteria, and applicable score thresholds set forth in the request for statement of qualifications which is being used as part of an approved vendor list process, the District shall cancel the request for statement of qualifications and may not establish an approved vendor list based on the request or on submitted statements of qualifications. If the District cancels the request, it shall make available for public inspection a written justification for the cancellation. (If the requirements set forth in Policy CBA for making an award based on a single response to a solicitation are met, the Board may make an award based on a single statement of qualifications.)

[Utah Code § 63G-6a-410\(12\), \(13\) \(2017\)](#)
[Utah Admin. Rules R33-4-109 \(June 21, 2017\)](#)

Rejection of statement

The Board of Education or the Procurement Officer may reject a statement of qualifications based on a determination that the vendor (1) is not responsible, (2) is in violation of the Procurement Code, (3) has engaged in unethical conduct, or (4) receives a performance rating below the satisfactory performance threshold specified in the request for statement of qualifications. A statement may also be rejected if there is a change in the vendor's circumstances that, if known when the statement was evaluated, would have caused the statement to not receive a qualifying score. A statement may also be rejected if it is not responsive or does not meet the mandatory minimum requirements, evaluation criteria, or applicable score thresholds stated in the request for statement of qualifications. Upon rejection of a statement, the Board of Education or the Procurement Officer shall make a written finding stating the reasons for rejection and provide a copy of that finding to the vendor whose statement was rejected.

[Utah Code § 63G-6a-410\(8\) \(2017\)](#)

Procurement: Approved Vendor List Process

Definitions—

- A “vendor” is a person who seeks to enter into a contract with the District to provide a procurement item and includes a bidder, an offeror, an approved vendor, and a design professional.
- An “approved vendor” is a person who has been approved for inclusion on an approved vendor list through the process set forth in this Policy.
- An “approved vendor list” is a list of approved vendors established through the process set forth in this Policy.
- A “closed-ended approved vendor list” is an approved vendor list which has a short period of time, specified by the District, during which vendors may be added to the list and a specified time when the list will expire.
- An “open-ended approved vendor list” is an approved vendor list with an indeterminate period of time during which vendors may be added to the list, the addition of vendors throughout the effective term of the list, and a specified time after which a vendor on the list must submit qualifications in order to be renewed as an approved vendor on the list.

[Utah Code § 63G-6a-103\(2\), \(3\), \(96\) \(2019\)](#)

[Utah Code § 63G-6a-507\(1\) \(2017\)](#)

Purposes of an Approved Vendor List—

The District may use an approved vendor list established under this policy in conjunction with bidding, request for proposals, the small purchase process, or the design professional procurement process. Using the list and one of these processes, the District may award a contract to an approved vendor for any procurement item or type of procurement item specified in the request for statement of qualifications used to establish the list. The District may also use an approved vendor list to limit participation in any of these procurement processes to approved vendors. In addition, the District may award a contract to an approved vendor at a price based on established terms as provided for in Policy CBA and below in this policy.

[Utah Code § 63G-6a-507\(6\) \(2017\)](#)

[Utah Admin. Rules R33-5-204 \(June 21, 2017\)](#)

The District may establish an approved vendor list either for (1) a specific, fully defined procurement item or (2) a future procurement item that is not fully and specifically defined, if the related request for statement of qualifications generally

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describes the procurement item and the type of vendor that the District seeks to provide the item. The District may not award a contract to an approved vendor for an item that is outside the scope of the general description of the procurement item in the related request for statement of qualifications. A vendor who is **not** an approved vendor is ineligible for a contract for a procurement item under the procurement identified in the related request for statement of qualifications.

[Utah Code § 63G-6a-507\(3\) \(2017\)](#)

[Utah Code § 63G-6a-410\(5\)\(d\) \(2017\)](#)

Use of Quotes with an Approved Vendor List—

Within the approved threshold limits, the District may use the quote process to obtain procurement items using an approved vendor list. This is an informal purchasing process which solicits pricing from several sources. A “quotation” is a statement of price, terms of sale, and description of services offered by a vendor to the District. An electronic quotation is a quotation provided by a vendor through electronic means such as the internet, online sources, email, an interactive web-based market center, or other technology. A quotation is not binding and does not obligate the District to purchase (or the vendor to sell) the item.

To use the quote process, the District must obtain quotations which are for the same procurement item (including the same terms of sale, description, and quantity of goods or services). The District must disclose to the vendor that the quotation is for a government entity and inquire whether the vendor is willing to provide a discount to a government entity. The District must also maintain a public record which includes the name of each vendor supplying a quotation and the amount of each vendor’s quotation.

[Utah Admin. Rules R33-4-110 \(June 21, 2017\)](#)

General Requirements for Approved Vendor List—

In order to establish an approved vendor list, the District must first complete the statement of qualifications process under Policy CBDA. If that process results in only one vendor qualifying, an approved vendor list cannot be established under that request for statement of qualifications. (However, although no approved vendor list is established, if the requirements set forth in Policy CBA for making an award based on a single response to a solicitation are met, the Board may make an award based on a single statement of qualifications.)

[Utah Code § 63G-6a-507\(2\) \(2017\)](#)

[Utah Code § 63G-6a-410\(1\)\(b\), \(5\), \(12\) \(2017\)](#)

[Utah Admin. Rules R33-4-109 \(June 21, 2017\)](#)

After an approved vendor list has been established, the list must be published by the District before it can be used.

[Utah Code § 63G-6a-507\(7\) \(2017\)](#)

Establishing and Maintaining an Approved Vendor List—

After receiving the statements of qualifications and evaluation scores submitted by the evaluation committee under Policy CBDA, the Board of Education or its designee shall include on an approved vendor list those vendors meeting the minimum mandatory requirements, evaluation criteria, and applicable score thresholds. Any vendor who does not meet those requirements, criteria, or thresholds shall be rejected as ineligible and not included on the approved vendor list.

[Utah Code § 63G-6a-507\(4\) \(2017\)](#)

Each approved vendor list established and maintained by the District shall be either a closed-ended list or open-ended list, according to the specifications and notice given in the associated request for statement of qualifications.

[Utah Code § 63G-6a-507\(5\)\(a\) \(2017\)](#)

[Utah Code § 63G-6a-410\(5\)\(f\)\(i\) \(2017\)](#)

The District may establish a performance rating system to evaluate the performance of vendors on an approved vendor list if that system is described in the request for statement of qualifications used to establish the list. A rating system must include the minimum performance rating threshold that approved vendors must achieve to remain on the list and a statement that vendors who do not meet that threshold may be disqualified and removed from the list. If the District uses a performance rating system for evaluating the performance of vendors on the approved vendor list, then vendors shall be disqualified and removed from the list according to the standards and procedures identified in the associated request for statement of qualifications. If the District disqualifies a vendor on this basis, the District shall make a written finding that describes the performance rating system, identified the minimum performance rating threshold, and explains the performance rating achieved by the disqualified vendor. A copy of this written finding shall be provided to the disqualified vendor.

[Utah Code § 63G-6a-410\(5\)\(e\) \(2017\)](#)

[Utah Admin. Rules R33-5-203 \(June 21, 2017\)](#)

Closed-ended approved vendor list

A closed-ended approved vendor list shall expire at the time specified by the District in the related request for statement of qualifications but no later than 18 months after the District publishes the list.

[Utah Code § 63G-6a-410\(5\)\(f\)\(ii\)\(A\) \(2017\)](#)

[Utah Code § 63G-6a-507\(5\)\(b\)\(i\) \(2017\)](#)

Open-ended approved vendor list

Once an open-ended approved vendor list is established and a vendor is added to that list, in order to remain on the list a vendor must submit an updated

statement of qualifications no later than 18 months after the vendor was added to the list. If the vendor fails to timely submit the updated statement of qualifications or if the updated statement of qualifications demonstrates that the vendor no longer meets the minimum mandatory requirements, evaluation criteria, or applicable score thresholds of the request for statement of qualifications, the vendor shall be removed from the list.

[Utah Code § 63G-6a-507\(5\)\(b\)\(ii\) \(2017\)](#)

After an open-ended approved vendor list is initially established, other vendors who wish to be added to that list must submit statements of qualifications according to the schedule stated in the request for statement of qualifications. Such statements will be evaluated as provided for in Policy CBDA and vendors meeting the minimum mandatory requirements, evaluation criteria, and applicable score thresholds of the original request (and whose statement is not rejected according to Policy CBDA) will be added to the list.

[Utah Code § 63G-6a-410\(5\)\(f\)\(ii\)\(B\) \(2017\)](#)
[Utah Code § 63G-6a-507\(8\)\(a\) \(2017\)](#)

The District shall keep the request for statement of qualifications which is associated with an open-ended approved vendor list posted and available on its website throughout the time period that the list is effective.

[Utah Code § 63G-6a-112\(6\) \(2017\)](#)
[Utah Code § 63G-6a-507\(8\)\(c\) \(2017\)](#)

Award Based on Established Terms—

The District may award a contract to a vendor on an approved vendor list at an established price based on a price list, rate schedule, or pricing catalog which is submitted by a vendor and accepted by the District or which is mandated by the District or by a federal agency or which is mandated by a federal regulation for a health and human services program.

When awarding a contract to an approved vendor based on a price list, rate schedule, or pricing catalog submitted by the vendor, the District shall, as applicable, follow one of the two methods. The District may assign work to or purchase from the approved vendor with the lowest price, rate or catalog price. (In case of a tie for the lowest price, the District shall follow the process described in Policy CBB.) If the lowest-cost approved vendor cannot provide the procurement item or quantity needed, then work shall be assigned or the purchase made from the next lowest-cost vendor, and so on, until the District's needs are met. The other method is that the District establishes a cost threshold based on a cost analysis as set forth in Utah Admin. Rules R33-12-603 and 604, and assigns work or purchases from an approved vendor meeting the cost threshold using one of the following methods: (A) a rotation system, organized alphabetically, numerically, or randomly; (B)

assignment of vendors to a specified geographic area; (C) assignment of vendors based on each vendor's particular expertise or field; or (D) Another method approved by the Procurement Officer or the Board of Education. Under either of these methods, an approved vendor may lower its price, rate, or catalog price at any time during the time a contract is in effect in order to be assigned work or receive purchases.

When awarding a contract to an approved vendor based on a price list, rate schedule, or pricing catalog mandated by the District or a federal agency, the District shall use one of the following methods to assign work or purchase from a vendor on an approved vendor list: (A) a rotation system, organized alphabetically, numerically, or randomly; (B) assignment of vendors to a specified geographic area; (C) assignment of vendors based on each vendor's particular expertise or field; or (D) another method approved by the Procurement Officer or the Board of Education.

When awarding a contract to an approved vendor based on a price list, rate schedule, or pricing catalog based on a federal regulation for a health and human services program, the District unit shall follow the requirements set forth in the applicable federal regulation to assign work or make a purchase.

[Utah Admin. Rules R33-5-202 \(June 21, 2017\)](#)

Procedures for Fair Use of Approved Vendor Lists—

Subject to any regulations which may be established by the Utah Procurement Policy Board, the District shall establish and implement procedures to ensure that all vendors on an approved vendor list have a fair and equitable opportunity to compete for a contract for a procurement item. Depending on the type of procurement item, such procedures might include a rotation system, organized alphabetically, numerically, or randomly, or other appropriate procedure.

[Utah Code § 63G-6a-507\(9\)\(a\) \(2017\)](#)

Vendors with Exclusive Authorization to Bid—

When the procurement item in question is one for which the potential vendors are within an exclusive dealership, franchise, distributorship, or other arrangement with a manufacturer which relates to the State of Utah or a region within the State of Utah, the following procedures apply to the establishment and use of an approved vendor list. (The Procurement Officer or Board of Education may authorize exceptions to these requirements.)

No vendor within the exclusive arrangement may be excluded from the vendor list unless the District determines that the vendor is not qualified, responsive, or responsible.

The request for statements of qualifications shall state that all vendors on the prequalified vendor list will be invited to submit bids or quotes.

After the prequalified vendor list has been established, the District may award a contract by obtaining bids or quotes from all vendors on the list and taking into consideration a best value analysis that includes, as applicable:

- cost;
- compatibility with existing equipment, technology, software, accessories, replacement parts, or service;
- training, knowledge and experience of employees of the District and of the vendors;
- past performance of vendors pertaining to the procurement item being purchased;
- the costs associated with transitioning from an existing procurement item to a new procurement item; or
- other factors determined in writing by the Procurement Officer or the Board of Education.

The District must follow either the quote process described above in this policy or the bidding process described in Policy CBB in obtaining quotes or bids.

[Utah Admin. Rules R33-4-101b \(June 21, 2017\)](#)

Procurement: Small Purchases

Definitions—

The following definitions apply to this policy:

- “Annual cumulative threshold” means the maximum total amount that the District may expend to obtain procurement items as small purchase from the same source in a single year.
- “Individual procurement threshold” means the maximum amount for which the District may purchase a procurement item as a small purchase.
- “Single procurement aggregate threshold” means the maximum total amount that the District may expend to obtain multiple procurement items from one source at one time as small purchases.

[Utah Code § 63G-6a-506\(1\) \(2017\)](#)

Availability of Small Purchase Process—

A small purchase procurement may be made according to the requirements of this policy for purchases that fall within the thresholds set forth in this policy. The District may use the small purchase procurement process for a purchase in excess of the thresholds only if the Board or its designee gives written authorization to do so and that written authorization sets forth the reasons for exceeding the threshold. The District may not use the small purchase process for ongoing, continuous, and regularly scheduled procurements that exceed the annual cumulative threshold. Rather, ongoing, continuous, and regularly scheduled procurements in excess of the annual cumulative threshold shall be made through a contract awarded through another standard procurement process or an applicable exception to another standard procurement process set forth in Policy CFB. (However, this limitation does not apply to regularly scheduled payments for a procurement item obtained under another procurement policy.)

[Utah Code § 63G-6a-506 \(3\), \(6\), \(7\) \(2017\)](#)

Thresholds

The individual procurement threshold for goods and general services is \$1,000, for professional services is \$80,000, for design professional services is \$80,000, and for construction projects is \$80,000, as set forth in Policy CCA. The single procurement aggregate threshold is \$3,500 for goods and general services and \$80,000 for professional services and for construction projects. The annual

cumulative threshold is \$50,000 for goods and general services and \$80,000 for professional services and construction projects. Therefore, the small purchase procurement process set forth in this Policy may be used in obtaining goods or general services if the amount of an individual procurement item is \$1,000 or less, or if multiple items obtained from the same source at the same time is estimated to be less than \$3,500 for goods and general services. The small purchase procurement process may be used for purchases up to \$80,000 of professional services or construction. However, if the contemplated purchase would cause any of these thresholds to be exceeded, the small purchase procurement method may not be used.

[Utah Code § 63G-6a-506\(1\), \(2\) \(201\)](#)
[Utah Admin. Rules R33-5-104 \(June 21, 2017\)](#)

General Small Purchase Process—

The Quote Process

The quote process is an informal purchasing process which solicits pricing from several sources. A “quotation” is a statement of price, terms of sale, and description of services offered by a vendor to the District. An electronic quotation is a quotation provided by a vendor through electronic means such as the internet, online sources, email, an interactive web-based market center, or other technology. A quotation is not binding and does not obligate the District to purchase (or the vendor to sell) the item.

To use the quote process, the District must obtain quotations which are for the same procurement item (including the same terms of sale, description, and quantity of goods or services). The District must disclose to the vendor that the quotation is for a government entity and inquire whether the vendor is willing to provide a discount to a government entity. The District must also maintain a public record which includes the name of each vendor supplying a quotation and the amount of each vendor’s quotation.

[Utah Admin. Rules R33-4-110 \(June 21, 2017\)](#)

Level 1

For small purchase procurements up to \$1,000, the purchaser may select the best source without seeking competitive bids or quotes. The signatures of the requestor and immediate supervisor (or authorized business officer for the department or administration) are required on the purchase order or check request form. If the purchase is made using a District credit/purchase card, the employee should follow District policy for use of such cards.

[Utah Admin. Rules R33-5-104\(3\)\(a\)\(i\) \(June 21, 2017\)](#)

Level 2

For small purchase procurements between \$1,000 and \$5,000, the purchaser shall obtain at least two (2) competitive quotes that include minimum specifications and purchase the item or service from the responsible vendor offering the lowest quote that meets the specifications. These quotes may be verbal (for example, by telephone) or in writing. Documentation of quotes for all monetary levels must be attached to the purchase documentation and maintained as part of the District's records. The signatures of the requestor, immediate supervisor (or authorized business officer for the department), and Business Administrator are required on the purchase order or check request form.

[Utah Admin. Rules R33-5-107\(1\) \(June 21, 2017\)](#)

Level 3

For small purchase procurements between \$5,000 and \$10,000, the purchaser shall obtain at least two (2) written competitive quotes that include specifications and purchase the item or service from the responsible vendor offering the lowest quote meeting the specifications. The written quotes must be attached to the purchase documentation and maintained as part of the District's records. The signatures of the requestor, immediate supervisor (or authorized business officer for the department), and Business Administrator are required on the purchase order or check request form.

[Utah Admin. Rules R33-5-107\(2\) \(June 21, 2017\)](#)

Level 4

For small purchase procurements between \$10,000 and \$50,000, the purchaser shall obtain at least three (3) written competitive quotes that include specifications and purchase the item or service from the responsible vendor offering the lowest quote meeting specifications. Completed bids and an approved purchase order shall be sent to District purchasing for initiation and purchase. The signatures of the requestor, immediate supervisor (or authorized business officer for the department), and Business Administrator are required on the purchase order or check request form.

[Utah Admin. Rules R33-5-107\(2\) \(June 21, 2017\)](#)

Documentation of quotes

Documentation of quotes shall contain the following information:

1. The date the quote was received or the dates that the quoted price is valid;
2. The proposed delivery date;
3. The vendor's name and address;
4. The name of the person providing the quote and contact information for that person;

5. A description of each item including specifications, unit price, total price, and quantity listed;
6. Shipping and freight charges; and
7. The name and position of the District employee obtaining the quote.

Quotes may be obtained and documented by printing pages from a website; however, all of the quote elements must be documented and employees should bear in mind that better prices are usually obtained by contacting vendors directly. Telephone quotes must be documented and include all quote elements. Written quotes should be provided on the vendor's letterhead.

Construction Small Purchase Process—

Using the procedures set out in Policy CBA, the District shall either prequalify potential construction vendors or develop an approved vendor list of construction vendors for use in small purchase construction projects. For any small purchase construction project, the District shall establish and use minimum specifications for the project.

When using an approved vendor list in a small-purchase construction procurement, the District will select vendors and contractors from the list using one of the following methods:

- A rotation system, organized alphabetically, numerically, or randomly;
- Assignment of vendors to a specified geographic area;
- Assignment of vendors based on each vendor's particular expertise or field; or
- Another method approved by the Procurement Officer or the Board of Education.

[Utah Admin. Rules R33-5-106.5\(2\) \(June 21, 2017\)](#)

The Procurement Officer or Board of Education or its designee may procure small construction projects up to a maximum of \$25,000 by direct award without seeking competitive bids or quotes after documenting that all building code approvals, licensing requirements, permitting and other construction related requirements are met. The awarded contractor must certify that they are capable of meeting the minimum specifications of the project.

The Procurement Officer or Board of Education or its designee may procure small construction projects costing more than \$25,000 up to a maximum of \$80,000 by obtaining a minimum of two competitive quotes that include minimum specifications and shall award to the contractor with the lowest quote that meets the specifications after documenting that all applicable building code approvals,

licensing requirements, permitting and other construction related requirements are met.

For construction projects where the total estimated accumulated building project cost exceeds \$80,000, the District shall follow the procedures set forth in Policy CCA.

[Utah Admin. Rules R33-5-106 \(June 21, 2017\)](#)
[Utah Code § 53E-3-703 \(2019\)](#)

Design Professional Small Purchase Process—

After reviewing the qualifications of a minimum of three design professionals, the Procurement Officer or Board of Education may obtain design professional services by direct negotiation up to a maximum of \$80,000 after reviewing the qualifications of a minimum of three design professional firms. Prior to using the design professional small purchase process, the District shall establish minimum specifications.

When using an approved vendor list in a small-purchase design professional procurement, the District will select at least three design professional firms from the list using one of the following methods:

- A rotation system, organized alphabetically, numerically, or randomly;
- Assignment of vendors to a specified geographic area;
- Assignment of vendors based on each vendor's particular expertise or field; or
- Another method approved by the Procurement Officer or the Board of Education.

After selecting three firms, the District shall rank the firms in order and begin negotiations, up to \$80,000, with the highest-ranked firm. If an agreement cannot be reached with that firm, the District shall move to the next highest ranked firm and so on until a fee agreement is reached. If the District is not able to reach agreement with the three firms in the first group, it may select additional firms from the list and repeat the process or may cancel the procurement.

[Utah Admin. Rules R33-5-105 \(June 21, 2017\)](#)

Professional and Consultant Small Purchase Process—

After reviewing the qualifications of a minimum of three professional service providers or consultants, the Procurement Officer or Board of Education or its designee may obtain professional services or consulting services up to a maximum of \$80,000 by direct negotiation.

If the District uses an approved vendor list in a professional or consultant small-purchase procurement, the District will select a minimum of three potential vendors from the list using one of the following methods:

- A rotation system, organized alphabetically, numerically, or randomly;
- Assignment of vendors to a specified geographic area;
- Assignment of vendors based on each vendor's particular expertise or field; or
- Another method approved by the Procurement Officer or the Board of Education.

After selecting three potential vendors from the approved vendor list, the District shall rank the potential vendors in order and award the contract up to \$80,000 to the highest ranked firm or individual.

[Utah Admin. Rules R33-5-108 \(June 21, 2017\)](#)

Improper Use of Small Purchase Process—

It is unlawful and a violation of District policy to, with improper intent, knowingly divide a single procurement into multiple smaller procurements, including by dividing an invoice or purchase order into multiple invoices or purchase orders, if the single procurement would not have qualified as a small purchase and one or more of the multiple smaller procurements qualify as a small purchase. "Improper intent" means the intent either (a) to avoid having to use a standard procurement process (other than small purchase) that would otherwise be required or (b) to make one or more of the multiple smaller procurements fall under any small purchase threshold (individual item, single purchase aggregate, or annual cumulative). Caution should be exercised with using purchase cards, and employees should not split purchases with such cards to stay under daily purchase limits on purchase cards or the established purchasing thresholds.

[Utah Code § 63G-6a-506\(8\) \(2017\)](#)

Additional purchases of the same type of item may be necessary if, for example, it is determined after an order is placed or received that an insufficient quantity was ordered or that incorrect sizes were obtained. If additional purchases of the same item are necessary, for these or other reasons, the employee initiating the purchase must provide a written explanation of the purpose of the purchase and justification as to why it is not considered splitting a purchase. This written explanation should be retained with the vendor invoice.

Compliance With Law—

All procurements under this policy must comply with the requirements of law and policy, including the prohibition against improperly dividing procurements in

[Utah Code § 63G-6a-506](#), the prohibitions relating to unlawful conduct and penalties in [Utah Code § 63G-6a Part 24](#), the prohibitions relating to socialization with vendors and contractors in [Utah Admin. Rules R33-24-104](#), the prohibitions relating to financial conflicts of interest in [Utah Admin. Rules R33-24-105](#), and the prohibitions relating to personal relationships, favoritism, and bias in [Utah Admin. Rules R33-24-106](#). Procurements of professional service providers and consultants under this policy must also comply with the provision in [Utah Admin. Rules R33-4-103\(3\)](#) prohibiting persons with a conflict of interest or who may respond to a proposal for which the specifications are written from participating in writing the specifications.

[Utah Admin. Rules R33-5-105\(6\) \(June 21, 2017\)](#)
[Utah Admin. Rules R33-5-106\(8\) \(June 21, 2017\)](#)
[Utah Admin. Rules R33-5-107\(6\) \(June 21, 2017\)](#)
[Utah Admin. Rules R33-5-108\(5\) \(June 21, 2017\)](#)

Procurement: *Exceptions to Standard Procurement Processes*

Exceptions to Standard Procurement Processes—

Any procurement by the District must either be done through one of the standard procurement processes or under a valid exception to those standard processes. The standard procurement processes are (1) bidding, as described in Policies CBB and CBC; (2) requests for proposals, as described in Policy CBD; and (3) small purchases, as described in Policy CBE. The exceptions to the standard procurement processes are sole source procurement, transitional costs/best interest procurement, specified circumstances procurement, trial use contracts, contract extension, emergency procurement, community rehabilitation program procurement, and prison industry goods procurement. The requirements relating to each exception are set forth in this policy.

[Utah Code § 63G-6a-103\(82\), \(87\) \(2019\)](#)

[Utah Code § 63G-6a-802 \(2016\)](#)

[Utah Code § 63G-6a-803 \(2016\)](#)

[Utah Code § 63G-6a-804 \(2019\)](#)

[Utah Code § 63G-6a-805 \(2016\)](#)

[Utah Admin. Rules R33-8-101 \(June 21, 2017\)](#)

Notice of Intent to Award Without Standard Procurement Process—

Before the District may award a contract under the sole source, transitional costs/best interest, or specified circumstances procurement processes (rather than one of the standard procurement processes), a “Notice of Intent to Award a Contract Without Engaging in a Standard Procurement Process” must be approved by the Procurement Officer or the Board of Education. The District may use the form prepared by the Procurement Policy Board or may use its own form, but the notice must be in writing and include, at a minimum, the following information:

- (1) A description of the procurement item (including, when applicable, the proposed scope of work);
- (2) The total value of the procurement item (including, when applicable, the actual or estimated full lifecycle cost of maintenance and service agreements);
- (3) The duration of the proposed contract;
- (4) The signature of an authorized official of the District; and
- (5) Research by the District establishing the necessary elements for the alternative method to be used, as follows:

- a. For sole source procurement, showing that there are no other competing vendors or sources for the procurement item in accordance with the requirements set out below;
- b. For transitional costs/best interest procurement, showing that transitional costs are a significant consideration in selecting the procurement item and the results of a cost benefit analysis documenting that transitional costs are unreasonable or cost-prohibitive and that awarding the contract without engaging in a standard procurement process is in the best interest of the District, in accordance with the requirements set out below; and
- c. For specified circumstances procurement, the other circumstances which make awarding a contract through a standard procurement process impractical and not in the best interest of the District, in accordance with the requirements set out below.

After approval of the notice by the Procurement Officer or Board of Education, before a contract may be awarded the District must also publish the notice. This publication must be in accordance with Policy CBA and must also state the earliest date the District may obtain the item and provide contact information and other information relating to contesting, or obtaining additional information in relation to, the procurement.

Publication of the notice is not required for procurements which are \$50,000 or less or which are for the following procurement items:

- (1) Public utility services
- (2) Conference and convention facilities with unique or specialized amenities, abilities, location, or services
- (3) Conference fees, including materials
- (4) Speakers or trainers with unique or proprietary presentations or training materials
- (5) Hosting of dignitaries (in-state, out-of-state, or international)
- (6) International, national, or local promotion of the state or a public entity
- (7) An award when the Legislature identifies the intended recipient of a contract
- (8) An award to a specific supplier, service provider, or contractor if the award is a condition of a donation or grant that will fund the full cost of the supply, service, or construction item

- (9) Catering services at government functions where the event requires a caterer with unique and specialized qualifications, skills, and abilities
- (10) Other circumstances as determined in writing by the Procurement Officer or the Board of Education

Even though publication of the notice is not required by statute or regulation, the Procurement Officer or Board of Education may require the notice to be published if deemed necessary to uphold the fair and equitable treatment of all persons who deal with the procurement system.

The District shall also make a copy of information related to the non-standard procurement available for public inspection at the main District office or on the website of the District or of the Division of Purchasing and General Services until award of the contract or the cancellation of the procurement.

[Utah Code § 63G-6a-112 \(2017\)](#)

[Utah Code § 63G-6a-802\(3\) \(2016\)](#)

[Utah Admin. Rules R33-8-101d \(June 21, 2017\)](#)

[Utah Admin. Rules R33-8-101e \(June 21, 2017\)](#)

Contesting a Non-Standard Procurement Process—

A person may contest the notice of intent to award a contract without engaging in a standard procurement process prior to the closing of the public notice period set forth in Policy CBA by submitting the following information in writing to the Procurement Officer or Board of Education: (a) the name of the contesting person and (b) a detailed explanation of the challenge. Depending on the type of non-standard process, the detailed explanation of the challenge would include documentation that there are other competing sources for the procurement item, or that transitional costs are not significant, unreasonable, or cost-prohibitive, or that conducting a standard procurement process is in the best interest of the conducting procurement unit.

Upon receipt of a challenge contesting an award of a contract without engaging in a standard procurement process, the Procurement Officer or the Board of Education shall conduct an investigation to determine the validity of the challenge and make a written determination either supporting or denying the challenge.

If a challenge is upheld, the District shall either cancel the procurement or shall conduct a standard procurement process for the procurement item being considered. If a challenge is not upheld, the District may proceed with awarding a contract without engaging in a standard procurement process.

By contesting or challenging a notice of intent to use a non-standard process, a vendor does not waive the right to file a protest under the procurement code or District policies.

[Utah Admin. Rules R33-8-101f \(June 21, 2017\)](#)

Negotiation for Best Terms

When the District procures under the sole source, transitional costs/best interest, or specified circumstances procurement processes (rather than one of the standard procurement processes), the Procurement Officer or Board of Education shall negotiate with the contractor to ensure that the terms of the contract, including price and delivery, are in the best interest of the District.

[Utah Code § 63G-6a-802\(4\) \(2016\)](#)

Sole Source Procurement—

Required Conditions for Sole Source Procurement

The District may award a contract for a procurement item without engaging in a standard procurement process if the Board of Education or the district Procurement Officer makes a written determination that there is only one source for the procurement item. Circumstances in which a sole source procurement award may be justified include procurements for (a) a procurement item for which there is no comparable product or service, such as a one-of-a-kind item available from only one vendor, (b) a component or replacement part for which there is no commercially available substitute, and which can be obtained only directly from the manufacturer, or (c) an exclusive maintenance, service, or warranty agreement. An urgent or unexpected circumstance or requirement for a procurement item does not justify a sole source procurement.

[Utah Code § 63G-6a-103\(81\) \(2019\)](#)

[Utah Code § 63G-6a-802\(1\)\(a\) \(2016\)](#)

[Utah Admin. Rules R33-8-101a \(June 21, 2017\)](#)

Process for Sole Source Procurement

Prior to awarding a contract in a sole source procurement, the District must follow the procedure outlined above for the “Notice of Intent to Award a Contract Without Engaging in a Standard Procurement Process.” In addition, the Procurement Officer or Board of Education shall, whenever practicable, conduct a price analysis in accordance with [Utah Admin. Rules R33-12-603](#).

[Utah Admin. Rules R33-8-101a \(June 21, 2017\)](#)

Transitional Costs / Cost-Benefit Analysis Procurement—

The District may award a contract for a procurement item without engaging in a standard procurement process if the Board of Education or the Procurement Officer makes a written determination that transitional costs are a significant consideration in selecting a procurement item and the results of a cost-benefit analysis demonstrate that transitional costs are unreasonable or cost-prohibitive and that awarding a contract without engaging in a standard procurement process is in the best interest of the District.

[Utah Code § 63G-6a-802\(1\)\(b\) \(2016\)](#)
[Utah Admin. Rules R33-8-101\(1\)\(b\) \(June 21, 2017\)](#)

Definitions

“Transitional costs” mean the costs of changing from an existing provider of, or type of, a procurement item to another provider of, or type of, procurement item, including training costs, conversion costs, compatibility costs, costs associated with system downtime, disruption of service costs, staff time necessary to implement the change, installation costs, and ancillary software, hardware, equipment, or construction costs. “Transitional costs” do not include (1) the costs of preparing for or engaging in a procurement process, or (2) contract negotiation or contract drafting costs, or (3) costs associated with a trial use or testing of a procurement item under a trial use contract.

[Utah Code § 63G-6a-103\(94\) \(2019\)](#)

“Competing type of procurement item” means a type of procurement item that is the same, equivalent, or superior to the existing type of procurement item currently under contract in all material aspects including performance, specifications, scope of work, and provider qualifications, certifications, and licensing.

[Utah Admin. Rules R33-8-101b\(1\)\(a\) \(June 21, 2017\)](#)

“Competing provider” means another provider other than the existing provider under contract that provides a competing type of procurement item.

[Utah Admin. Rules R33-8-101b\(1\)\(b\) \(June 21, 2017\)](#)

“Significant,” “unreasonable or cost-prohibitive” transitional costs are defined as costs associated with changing from an existing provider of a procurement item to another provider of that procurement item or from an existing type of procurement item to another type that (a) constitute a measurably large amount that would likely have an influence or effect on the award of a contract if a competitive procurement were to be conducted for the procurement item being considered; and (b) provides a compelling justification for not conducting a competitive standard procurement process.

[Utah Admin. Rules R33-8-101b\(1\)\(c\) \(June 21, 2017\)](#)

Cost-benefit analysis

Before awarding a contract under the transitional costs/cost-benefit procurement process, the District shall complete a written cost-benefit analysis with regard to the procurement to determine whether the procurement is permitted. The cost-benefit analysis shall be considered by the Procurement Officer or Board of Education before approving the procurement. This cost-benefit analysis should not be overly time-consuming to complete, nor should it involve hiring costly consultants or engaging in costly financial analysis.

[Utah Admin. Rules R33-8-101b\(5\), \(6\) \(June 21, 2017\)](#)

The cost-benefit analysis must consider the following transitional costs: (a) costs that are directly associated with changing from an existing provider of a procurement item to a competing provider of that procurement item or from an existing type of procurement item to a competing type of procurement item; and (b) A full lifecycle cost analysis of the existing type of procurement item and competing type of procurement items in order to determine which procurement item is more cost-effective.

[Utah Admin. Rules R33-8-101b\(2\) \(June 21, 2017\)](#)

The cost-benefit analysis may consider the following transitional costs: (a) any costs identified in the definition of “transitional costs” set forth above, (b) costs offered by a competing provider(s) for a competing type of procurement item in a competitive bid or RFP process conducted within the last 12 months, (c) costs offered by a competing provider(s) for a competing type of procurement item in a competitive bid or RFP process conducted prior to the most recent 12 months, updated using an applicable price index, (d) written cost estimates obtained by the District from a competing provider(s) for a competing type of procurement item, and (e) other transitional costs determined to be applicable by the Procurement Officer or Board of Education.

[Utah Admin. Rules R33-8-101b\(3\) \(June 21, 2017\)](#)

The cost-benefit analysis may NOT consider the following costs: (a) costs excluded from the definition of “transitional costs” above, (b) data provided by the existing provider for the purpose of establishing either the market value of the existing type of procurement item or a competing provider’s price for a competing type of procurement item, (c) costs associated with any other procurement item other than the existing type of procurement item or a competing type of procurement item, (d) non-monetary factors, such as the provider’s performance, agency preference, and other data or information not specific to the transitional costs associated with the existing type of procurement item or a competing type of procurement item, (e) factors other than the monetary transitional costs directly associated with changing from an existing provider of a procurement item to a competing provider of that procurement item or from an existing type of procurement item to a competing type of procurement item, and (f) other transitional costs or other information deemed inappropriate by the Procurement Officer or Board of Education.

[Utah Admin. Rules R33-8-101b\(4\) \(June 21, 2017\)](#)

Specified Other Circumstances Procurement—

The District may award a contract for a procurement item without engaging in a standard procurement process if the Board of Education or the Procurement

Officer makes a written determination that awarding a contract through a standard procurement process is impractical and not in the best interest of the District.

[Utah Code § 63G-6a-802\(1\)\(c\) \(2016\)](#)

[Utah Admin. Rules R33-8-101\(1\)\(c\) \(June 21, 2017\)](#)

In considering whether the use of a standard procurement process is impractical and not in the best interest of the District, the Procurement Officer or Board of Education may consider the following circumstances:

- (1) awarding the contract to a specific supplier, service provider, or contractor is a condition of a donation or grant that will fund the full cost of the supply, service, or construction item;
- (2) the procurement item is public utility services and only one public utility service of the type is available in an area;
- (3) the procurement item is one where compatibility is the overriding consideration; or
- (4) the procurement item is a used item that presents a unique, specialized, or time-limited buying opportunity.

[Utah Admin. Rules R33-8-101c \(June 21, 2017\)](#)

Prior to awarding a contract under this process, the District must follow the procedure outlined above for the “Notice of Intent to Award a Contract Without Engaging in a Standard Procurement Process.”

[Utah Admin. Rules R33-8-101d \(June 21, 2017\)](#)

Trial Use Contracts—

A “trial use contract” is a contract between the District and a vendor for a procurement item that the District acquires for trial use or testing to determine whether it will benefit the District.

[Utah Code § 63G-6a-103\(95\) \(2019\)](#)

The District may award a trial use contract without engaging in a standard procurement process if the contract is (1) awarded for a procurement item that is not already available to the District under an existing contract, (2) restricted to the procurement of a procurement item in the minimum quantity and for the minimum period of time necessary to test the procurement item, (3) the only trial use contract for the District for the same procurement item; and (4) not used to circumvent the purposes and policies of the Procurement Code.

[Utah Code § 63G-6a-802.3\(1\) \(2016\)](#)

The period of trial use or testing of a procurement item under a trial use contract may not exceed 18 months, unless the Procurement Officer provides a written exception documenting the reason for a longer period.

[Utah Code § 63G-6a-802.3\(2\) \(2016\)](#)

A trial use contract shall:

- state that the contract is strictly for the purpose of the trial use or testing of a procurement item;
- state that the contract terminates upon completion of the trial use or testing period;
- state that the District is not obligated to purchase or enter into a contract for the procurement item, regardless of the trial use or testing result;
- state that any purchase of the procurement item beyond the terms of the trial use contract will be made in accordance with the Procurement Code; and
- include, as applicable:
 - test schedules;
 - deadlines and a termination date;
 - measures that will be used to evaluate the performance of the procurement item;
 - any fees and associated expenses or an explanation of the circumstances warranting a waiver of those fees and expenses;
 - the obligations of the District and vendor;
 - provisions regarding the ownership of the procurement item during and after the trial use or testing period;
 - an explanation of the grounds upon which the contract may be terminated;
 - a provision relating to any required bond or security deposit; and
 - other requirements unique to the procurement item for trial use or testing.

[Utah Code § 63G-6a-802.3\(3\) \(2016\)](#)

The District is not required to publish notice of a trial use contract.

[Utah Code § 63G-6a-802.3\(4\) \(2016\)](#)

Contract Extension—

The Board of Education or Procurement Officer may extend an existing contract without engaging in a standard procurement process as stated in this section.

A contract extension does not involve a standard procurement process. Because one of the purposes and policies of the Procurement Code is to ensure the fair and equitable treatment of all persons who deal with the procurement system and to foster effective broad-based competition within the free enterprise system, and the most effective way to achieve this is by conducting a standard procurement process whenever public funds are expended for a procurement item, a contract extension should only be used after thorough analysis and proper justification.

[Utah Admin. Rules R33-8-110\(1\) \(June 21, 2017\)](#)

Avoidance of contract extensions

In fulfillment of its contract administration duties, the District shall maintain a process or system for tracking contract expiration dates in order to determine well in advance of a contract expiration date if there is a continuing need for the procurement item. If the District determines there is a continuing need for the procurement item, the District unit shall whenever practicable initiate a standard procurement process no later than 90 days prior to the contract expiration date of an existing contract and no later than 45 days prior to the contract expiration date, publish, if applicable, a solicitation for the procurement item. However, if the District determines that a procurement will be complex or involve a change in industry standards or new specifications requiring negotiations, the District shall initiate a standard procurement process no later than 180 days prior to the contract expiration date and no later than 45 days prior to the contract expiration date, publish, if applicable, a solicitation for the procurement item.

[Utah Admin. Rules R33-8-110\(2\) \(June 21, 2017\)](#)

Circumstances which do not justify contract extension

Contract extension is not justified if there has been an intentional delay in conducting a standard procurement process to award a contract to replace an expiring contract, or if there has been an intentional delay in executing a contract to replace an expiring contract. An improper avoidance of use of a standard procurement process in order to extend the duration of an existing contract with a vendor may be considered steering a contract to a favored provider, which is unlawful conduct.

[Utah Admin. Rules R33-8-110\(3\), \(4\) \(June 21, 2017\)](#)

Process for contract extension

An existing contract may be extended for a period not to exceed 120 days if:

- an extension is necessary to either
 - avoid a lapse in a critical governmental service, or

- to mitigate a circumstance that is likely to have a negative impact on public health, safety, welfare, or property, and
- the District is engaged in a standard procurement process for an item that is the subject of the contract being extended, and
 - the standard procurement process is delayed due to unintentional error, or
 - a change in industry standards requires one or more significant changes to specifications for the procurement item, or
 - the extension is necessary to either
 - prevent the loss of federal funds, or
 - mitigate the effects of a delay of a state or federal appropriation, or
 - to enable the District to continue to receive a procurement item during a delay in the implementation of a contract awarded pursuant to a procurement that has already been conducted, or
 - to enable the District to continue to receive a procurement item during a period of time during which negotiations with a vendor under a new contract for the item are being conducted;

An existing contract may be extended for the period of a protest, appeal, or court action if such protest, appeal, or court action is the reason for delaying the award of a new contract.

An existing contract may be extended for a period exceeding 120 days if, after consulting with the attorney general or the District's attorney, the Board or the chief procurement officer determines in writing that the extension does not violate state or federal antitrust laws and is consistent with the purpose of ensuring the fair and equitable treatment of all persons who deal with the procurement system.

[Utah Code § 63G-6a-802.7 \(2017\)](#)

Emergency Procurement—

Notwithstanding any other District policy regarding procurement, the Board of Education or the Procurement Officer may authorize an emergency procurement without using a standard procurement process if the procurement is necessary to mitigate circumstances that create harm or risk of harm to public health, safety, welfare, or property. Circumstances that may create harm or risk of harm to public health, welfare, safety, or property include:

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Utah School Boards Association Policy Services

Disclaimer: Please note that USBA model policies are general guidelines and suggested best practices. Districts are not required to use or adopt these specific policies and are encouraged to adapt these policies to the specific District's current circumstances and environment. Because District personnel positions or entities may differ from those used in the model policies, adopted policies should be modified to conform to each District's circumstances, size, and current positions.

- (1) damage to a facility or infrastructure resulting from flood, fire, earthquake, storm, or explosion;
- (2) failure or imminent failure of a public building, equipment, road, bridge or utility;
- (3) terrorist activity;
- (4) epidemics;
- (5) civil unrest;
- (6) events that impair the ability of a public entity to function or perform required services;
- (7) situations that may cause harm or injury to life or property; or
- (8) other conditions as determined in writing by the Procurement Officer or Board of Education or its designee.

Emergency procurements are limited to those procurement items necessary to mitigate the emergency.

The District shall ensure that the procurement is made with as much competition as reasonably practicable (through use of phone quotes, Internet quotes, limited invitations to bid, or other selection methods) while avoiding harm, or risk of harm, to the public health, safety, welfare, property, or impairing the ability of a public entity (including the District) to function or perform required services.

After the emergency condition has been alleviated, the District shall prepare a written determination documenting the basis for the emergency and the selection of the procurement item. This determination shall be kept in the contract file.

[Utah Code § 63G-6a-803 \(2016\)](#)

[Utah Admin. Rules R33-8-401 \(June 21, 2017\)](#)

Procurement from Community Rehabilitation Programs—

The Utah Purchasing from Persons with Disabilities Advisory Board establishes a preferred procurement contract list of goods and services available for purchase from community rehabilitation programs, developing, maintaining, and approving a preferred procurement contract list of goods and services. Unless the fiscal year threshold has been reached as stated below, the District shall purchase goods and services using this preferred procurement contract list if:

- the good or service offered for sale by a community rehabilitation program reasonably conforms to the needs and specifications of the District;
- the community rehabilitation program can supply the good or service within a reasonable time; and

- the price of the good or service is reasonably competitive with the cost of procuring the good or service from another source.

Procurement from this preferred procurement contract list may be done without using a standard procurement process.

The requirement that the District purchase available goods from this preferred procurement contract list does not apply during a particular fiscal year if the Division of Purchasing and General Services determines that the total amount of procurement contracts with community rehabilitation programs has reached \$5 million for that fiscal year.

[Utah Code § 63G-6a-805\(4\), \(7\), \(9\) \(2016\)](#)

Purchase of Prison Industry Goods—

The District may purchase goods and services from the Utah Correctional Industries Division without following a standard procurement process. The director of Utah Correctional Industries publishes a catalog of goods and services which includes a description and price of each item offered for sale. In determining whether to procure a goods or services from the Correctional Industries Division, the Procurement Officer shall consider whether such procurement is in the best interests of the District, including for example (a) whether the good or service meets the reasonable requirements of the District, (b) when the good or service can be supplied by the division, and (c) whether the cost of the good or service, including basic price, transportation costs, and other expenses of acquisition, is competitive with the cost of procuring the item from another source.

[Utah Code § 63G-6a-804 \(2019\)](#)

Procurement: *Interaction with Other Procurement Units*

Agreements With Other Procurement Units—

The District may enter into an agreement with one or more other procurement units to do any of the following:

- sponsor, conduct, or administer a cooperative agreement for either the procurement of a procurement item, in accordance with this policy, or for the disposal of a procurement item;
- cooperatively use a procurement item;
- commonly use or share warehousing facilities, capital equipment, and other facilities;
- provide personnel, if the receiving procurement unit pays the procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement; or
- make available informational, technical, and other services, if (a) the requirements of the procurement unit tendering the services have precedence over the procurement unit that receives the services; and (b) the receiving procurement unit pays the expenses of the services provided, in accordance with the agreement.

[Utah Code § 63G-6a-2102 \(2014\)](#)

Compliance by One is Compliance for All—

When a procurement unit that administers a cooperative procurement complies with the requirements of the Utah Procurement Code, any procurement unit participating in the purchase is considered to have complied with the procurement code. However, neither the District nor any other procurement unit may enter into a cooperative procurement agreement for the purpose of circumventing the Utah Procurement Code, rules of the Procurement Policy Board, or the District's procurement policies.

[Utah Code § 63G-6a-2104 \(2014\)](#)

Requirements—

The District may participate in, sponsor, conduct, or administer a cooperative procurement with another Utah procurement unit or another public entity in Utah, if the following requirements are met:

1. each party unit involved in the cooperative procurement enters into an agreement describing the rights and duties of each party;
2. the procurement is conducted, and the contract awarded, in accordance with the requirements of the Procurement Code, rules of the Procurement Policy Board, and the District's procurement policies;
3. the solicitation both
 - a. clearly indicates that the procurement is a cooperative procurement and
 - b. identifies each party that may purchase under the resulting contract; and
4. each party involved in the cooperative procurement signs a participating addendum describing its rights and obligations in relation to the resulting contract

[Utah Code § 63G-6a-2105\(4\)\(b\) \(2016\)](#)

Purchases from Other Procurement Units—

The District is not required to use a standard procurement process to purchase from another procurement unit an item that the other unit itself produces or provides. This does not permit the District to obtain a procurement item under another procurement unit's contract, except as provided for with respect to State contracts below. To the extent that the District makes items that it produces or provides available for purchase by other procurement units, the District may also publish a schedule of costs or fees for those items.

[Utah Code § 63G-6a-2103 \(2014\)](#)

Grants Not Subject to Procurement Code—

Except for those parts which relate to unlawful conduct and penalties, the Utah Procurement Code, the rules of the Procurement Policy Board, and the District's procurement policies do not apply to grants awarded to the District.

[Utah Code § 63G-6a-107\(1\)\(b\) \(2016\)](#)

Contracts Between Procurement Units Not Subject to Procurement Code—

Except for those parts which relate to unlawful conduct and penalties, the Utah Procurement Code, the rules of the Procurement Policy Board, and the District's procurement policies do not apply to contracts between the District and another procurement unit.

[Utah Code § 63G-6a-107\(1\)\(c\) \(2016\)](#)

Federal Government Exception to Procurement Requirements—

The District may contract with the federal government without going through a standard procurement process or an exception to a standard procurement process if the procurement item obtained under the contract is provided either (a) directly by the federal government and not by a person contracting with the federal government, or (b) by a person under contract with the federal government that obtained the contract in a manner that substantially complies with the Utah Procurement Code. However, the District may not obtain a procurement item under a contract held by the United States General Services Administration, unless, based upon documentation provided by the District, the Director of the State Division of Purchasing and General Services determines in writing that the United States General Services Administration procured the contract in a manner that substantially complies with the Utah Procurement Code.

[Utah Code § 63G-6a-2105\(4\)\(a\), \(6\) \(2016\)](#)

Participating in a State Contract—

A “cooperative purchasing organization” is an organization, association, or alliance of purchasers established to combine purchasing power in order to obtain the best value for the purchasers by engaging in cooperative procurements in accordance with the Procurement Code. The District may obtain a procurement item from a state cooperative contract or a contract awarded by the state’s chief procurement officer or that resulted from a cooperative procurement between the state’s chief procurement officer and another state, a cooperative purchasing organization, or a public entity inside or outside of Utah, without signing a participating addendum if the solicitation used to obtain the contract includes a statement indicating that the resulting contract will be issued on behalf of public entities and, as applicable, nonprofit organizations and agencies of the federal government.

[Utah Code § 63G-6a-103\(21\) \(2019\)](#)

[Utah Code § 63G-6a-2105\(1\), \(2\) \(2016\)](#)

Procurement of Construction: School Construction Bidding

Threshold for Application—

The requirements of this policy apply to any project for construction of any school or alteration of any existing school plant where the total estimated accumulated building project cost exceeds \$80,000. The District may not itself bid on school construction or alteration projects over the \$80,000 threshold except that if no acceptable bids are received in the bidding process it may use its own resources for the project.

If the District determines in accordance with Policy CCF to use a construction manager/general contractor as its method of construction contracting management on projects where the total estimated accumulative cost exceeds \$80,000, it shall select the construction manager/general contractor in accordance with the requirements of the Utah Procurement Code.

[Utah Code § 53E-3-703\(2\)\(a\), \(7\), \(8\) \(2019\)](#)

School Construction Bidding Process—

Notice

The Board of Education shall advertise for bids on the school construction or alteration project at least 10 days before the bid due date. The advertisement shall be published in a newspaper having general circulation throughout the state and in a newspaper published or having general circulation in any city or county that would be affected by the proposed project. In addition, the notice shall be posted at least 10 days before the deadline for bid submission on the District's main web site or on a state web site that is owned, managed by, or provided under contract with, the Utah Division of Purchasing and General Services.

The advertisement shall state:

1. that the District is the entity inviting the bids;
2. information about how to contact the District;
3. the date of the opening and closing of the invitation for bids;
4. information on how to obtain a copy of the invitation for bids;
5. a general description of the building project;

6. that proposals for the building project are required to be sealed in accordance with plans and specifications provided by the Board of Education;
7. where and when the proposals will be opened;
8. that the Board of Education reserves the right to reject any and all proposals; and
9. that a person submitting a proposal is required to submit a certified check or bid bond of not less than 5% of the bid in the proposal, to accompany the proposal.

[Utah Code § 53E-3-703\(2\) \(2019\)](#)

[Utah Code § 63G-6a-112\(2\) \(2017\)](#)

Opening and Acceptance of Bids and Award of Contract

The Board of Education shall meet at the time and place specified in the advertisement and publicly open and read all received proposals. If satisfactory bids are received, the Board of Education shall award the contract to the lowest responsible bidder.

[Utah Code § 53E-3-703\(3\) \(2019\)](#)

Rejection of all bids

If none of the proposals are satisfactory, all shall be rejected and the Board of Education shall again advertise in the manner provided in this policy. If, after advertising a second time no satisfactory bid is received, the Board of Education may proceed under its own direction with the required project.

[Utah Code § 53E-3-703\(3\) \(2019\)](#)

Required security

The check or bond required to be submitted with the bid shall be drawn in favor of the Board of Education. If the successful bidder fails or refuses to enter into the contract and furnish the additional bonds required under this section, then the bidder's check or bond is forfeited to the District.

The District shall require payment and performance bonds of the successful bidder as required in Policy CCB.

The District may require in the proposed contract that up to 5% of the contract price be withheld until the project is completed and accepted by the Board of Education. If money is withheld, it will be placed in an interest-bearing account with

the interest accruing for the benefit of the contractor and subcontractors. This money shall be paid upon completion of the project and acceptance by the District.

[Utah Code § 53E-3-703\(4\)-\(6\) \(2019\)](#)

Prohibition of Board Member Interest in School Construction—

Board members may not have a direct or indirect financial interest in the construction project contract.

[Utah Code § 53E-3-703\(9\) \(2019\)](#)

Procurement of Construction: *Limitation on Change Orders*

Limitation on Change Orders—

A “change order” is a written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of a contract, upon mutual agreement of the parties to the contract.

Under a construction contract, a change order that increases the contract amount may not be made without prior written certification that the change order is within the determined project or contract budget by either the Business Administrator or another administrator who is responsible for monitoring and reporting upon the status of the costs of the total project or contract budget.

A change order which will result in an increase in the total project or contract budget may not be made, unless either:

1. sufficient funds are added to the project contract or budget, or
2. the scope of the project or contract is adjusted to permit the degree of completion feasible within the total project or contract budget as it existed before the change order under consideration.

[Utah Code § 63G-6a-103\(10\) \(2019\)](#)

[Utah Code § 63G-6a-1207 \(2012\)](#)

Procurement of Construction: Construction and School-Site Acquisition Requirements

School-Site Acquisition Requirements—

1. Prior to the acquisition of a school site, the District shall notify the following of its intent to acquire the site: (1) an affected local entity, (2) the Utah Department of Transportation, and (3) an electrical corporation, gas corporation, or telephone corporation (as defined in [Utah Code § 54-2-1](#)) that provides service or maintains infrastructure within the immediate area of the proposed site.
2. As soon as possible after this notice is given, representatives of the District, the affected local government entity, and the Department of Transportation shall meet to:
 - a. discuss information provided by the District as available regarding:
 - i. potential community impacts;
 - ii. approximate lot sizes;
 - iii. approximate building size and use;
 - iv. estimated student enrollment;
 - v. proposals for ingress and egress, parking, and fire lane location; and
 - vi. building footprint and location.
 - b. discuss concerns that each may have, including potential community impacts and site safety;
 - c. assess the availability of infrastructure for the site; and
 - d. discuss any fees that might be charged by the local governmental entity in connection with a building project.
3. The local government entity may not, without the District's consent, disclose information provided by the District relating to a proposed school site acquisition prior to the District making a formal application to the local government entity relating to school construction.

[Utah Code § 53E-3-710\(1\), \(4\) \(2018\)](#)

School Site Requirements—

In selecting a school site, the District shall coordinate with the local health department regarding environmental health and safety issues to avoid unreasonable risks to the health and safety of students and staff. The site shall be located to

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minimize the negative influence of railroads, freeways, highways, heavy traffic roads, industrial areas, airports and aircraft flight patterns, fugitive dust, odors, or other areas where auditory problems, malodorous conditions, or safety and health hazards exist.

[Utah Admin. Rules R392-200-4 \(May 31, 2018\)](#)

School Pre-construction Coordination—

After a school site has been acquired, but before school construction begins:

1. Representatives of the District shall coordinate with affected utility providers to ensure that all utilities required by the school construction activities can be provided in a logical and cost-effective manner.
2. Representatives of the District and the local governmental entity shall meet as soon as possible to:
 - a. Review a rough proposed site plan for the school;
 - b. Review information regarding:
 - i. Potential community impacts;
 - ii. Approximate lot size;
 - iii. Approximate building size and use;
 - iv. Estimated student enrollment;
 - v. Proposals for ingress and egress, parking, and fire lane location; and
 - vi. Building footprint and location;
 - c. Negotiate any fees that might be charged by the local governmental entity in connection with the school construction project;
 - d. Coordinate to:
 - i. ensure that the siting or expansion of a school in the intended location will comply with applicable local general plans and land use laws and will not conflict with entitled land uses;
 - ii. ensure that all local government services and utilities required by the school construction activities can be provided in a logical and cost-effective manner;
 - iii. avoid or mitigate existing and potential traffic hazards, including consideration of the impacts between the new school and future roadways; and
 - iv. maximize school, student and site safety.

3. The District shall submit the rough proposed site plan to the local governmental entity's design review committee for comments and the committee shall provide comments no later than 30 days after submission.
4. If otherwise permitted under [Utah Code § 10-9a-305\(3\)\(b\)](#) or [Utah Code § 17-27a-305\(3\)\(b\)](#), a local governmental entity may require the District to provide a traffic study from a qualified independent third party if the local government entity determines that traffic flow, congestion, or other traffic concerns may require the study.
5. The District shall submit to the Utah Department of Transportation a child access routing plan.

[Utah Code § 53E-3-710\(2\), \(5\) \(2018\)](#)
[Utah Admin. Rules R277-471-6.A \(November 10, 2014\)](#)

Pre-construction Requirements—

1. Before any school construction project begins, the District shall obtain a construction project number from the State Board of Education and complete and submit construction project identification forms provided by the State Board of Education.
2. All school plans and specifications shall be approved by a certified plans examiner before any school construction project begins.
3. Prior to developing plans and specifications for a new public school, or the expansion of an existing school, the District shall coordinate with local health departments and the State Fire Marshal. The plans and specifications shall satisfy Utah Department of Health requirements relating to siting, building construction, grounds, food service facilities, sanitary facilities, and health and safety facilities.

[Utah Admin. Rules R392-200 \(May 31, 2018\)](#)

4. Prior to developing plans and specifications for a new public school, the District shall coordinate with local jurisdictions to comply with Federal Emergency Management Agency flood plain requirements and restrictions, including applicable mitigation measures.
5. The District shall maintain documentation for audit purposes of coordination, meetings, and agreements.

[Utah Code § 10-9a-305\(5\) \(2013\)](#)
[Utah Code § 17-27a-305\(5\) \(2018\)](#)
[Utah Admin. Rules R277-471-5.A \(November 10, 2014\)](#)
[Utah Admin. Rules R277-471-6.C, F, G \(November 10, 2014\)](#)

School District Building Official—

The Board shall appoint a School District Building Official (SDBO) who has direct administrative and operational control of all construction, renovation, and inspection of the District's facilities and shall provide in writing the name of the SDBO to the State Board of Education. The SDBO and other District personnel shall act consistent with the State Board of Education resource manual on school building construction and inspections.

The SDBO shall:

1. monitor school district building construction to ensure compliance with the applicable provisions of the Code, including all statutes and administrative rules which control the construction, renovation, and inspection of Utah public school buildings;
2. render interpretations of the Code for the District. Such interpretations shall be in conformance with the intent and purpose of the Code;
3. submit inspection summary reports monthly to the State Board of Education;
4. submit inspection summary reports monthly to the appropriate local government entity building official;
5. submit inspection certificates to the State Board of Education and appropriate local government entity building official;
6. maintain all submitted documentation at a designated school district location for auditing or monitoring;
7. identify in the monthly summary reports and provide to the State Board of Education and local government entity building official the total number of inspections with the name, state license number, and disciplines of each inspector performing the building inspections;
8. ensure that each inspector is adequately and appropriately credentialed;
9. sign the final certificate of inspection and verification form, certifying all inspections were completed in compliance with the law and rules and the Resource Manual to safeguard the public health, safety, and general welfare of occupants;
10. send the final inspection certification and inspection verification, and provide all other related project closeout submittals to the State Board of Education and to the appropriate local government entity building official upon completion of the project;
11. if the District uses a District building inspector or an independent building inspector, provide, on a monthly basis during construction, a copy of each

- inspection certificate and a monthly inspection summary regarding the school building to the State Superintendent and to the appropriate local governmental entity building official where the building is located; and
12. maintain all submitted documentation at a designated District location for auditing or monitoring.

[Utah Code § 10-9a-305\(6\)\(c\) \(2013\)](#)
[Utah Code § 17-27a-305\(6\)\(c\) \(2018\)](#)
[Utah Admin. Rules R277-471-3 \(November 10, 2014\)](#)
[Utah Admin. Rules R277-471-5.D \(November 10, 2014\)](#)
[Utah Admin. Rules R277-471-8.A\(1\) \(November 10, 2014\)](#)

Construction Inspection—

Building inspectors employed by the District must be currently International Code Council commercially certified and licensed in Utah, in the trade specific to the inspection, consistent with Utah law and Resource Manual requirements.

The District may employ one of three methods for school construction inspection:

1. an independent, properly licensed and certified building inspector;
 - a. The independent building inspector shall:
 - i. not be, or be an employee of, the architect, developer, contractor or any subcontractor on the project, or any management company or other agency hired by the District to perform construction or construction administrative services;
 - ii. be approved by the applicable local government entity where the construction occurs; and
 - iii. be properly licensed and certified to perform all of the inspections that the inspector is required to perform.
 - b. The independent building inspector may be an inspector working outside the municipality, county, or school district in which they are employed.
2. a properly licensed and certified building inspector, employed by the school district and performing school construction inspections within the boundaries of the District; or
3. a properly licensed and certified building inspector approved by the local jurisdiction in which the construction activity occurs. (Inspectors employed by municipalities and counties may perform school construction inspections within the boundaries of the municipality or county where they are employed.)

[Utah Code § 10-9a-305\(6\) \(2013\)](#)
[Utah Code § 17-27a-305\(6\) \(2018\)](#)
[Utah Admin. Rules R277-471-4 \(November 10, 2014\)](#)

Permanent Occupancy Certificate—

The means of obtaining a certificate of permanent occupancy varies depending on the type of building inspector used by the District.

District-employed building inspector

If the District used a building inspector employed by the District, the District may issue its own certificate authorizing permanent occupancy of a school building. The SDBO shall sign a certificate of inspection verification form certifying that all inspections were completed in accordance with Utah law and the Resource Manual and the District shall file the form with the building official of the local governmental entity where the building is located and with the State Board of Education.

Local government entity-employed building inspector

If the District used a building inspector employed by the local governmental entity, the District shall seek a certificate authorizing permanent occupancy from that governmental entity. Upon receipt of the certificate from the local governmental entity, the District shall file a copy of the certificate and a certificate of inspection verification with the State Board of Education.

Independent building inspector

If the District used an independent building inspector, the District shall, upon completion of all required inspections of the school building, file with the State Board of Education a certificate of inspection verification and a request for the issuance of a certificate authorizing permanent occupancy of the school building.

Within 30 days of the District's request to the State Board of Education for a certificate of permanent occupancy, the State Superintendent will either issue the certificate or notify the District of deficiencies in compliance with inspection requirements. The District shall remedy any deficiencies and then notify the State Superintendent that the deficiencies have been remedied. Upon certification of the information provided by the District regarding remediation, the State Superintendent will issue the certificate of permanent occupancy. Upon receipt of the certificate of permanent occupancy, the District shall provide a copy of the certificate to the building official of the local government entity where the building is located.

Upon the District's filing of the certificate of inspection verification and requesting the issuance of a certificate authorizing permanent occupancy of the school building with the State Board of Education, the District shall be entitled to temporary occupancy of the school building for a period up to ninety (90) days, beginning on the date the request is filed, if the District has complied with all minimum requirements to safeguard the public health, safety and general welfare of occupants.

A certificate authorizing permanent occupancy issued by the State Superintendent shall be considered to satisfy any municipal or county requirement(s) for an inspection or a certification of occupancy.

[Utah Code § 10-9a-305\(6\)\(a\)\(iii\) \(2013\)](#)

[Utah Code § 17-27a-305\(6\)\(a\)\(iii\) \(2018\)](#)

[Utah Code § 53E-3-706\(3\)\(a\) \(2019\)](#)

[Utah Admin. Rules R277-471-8 \(November 10, 2014\)](#)

Municipality and County Requirements—

A municipality or county may, at its discretion, schedule a time with District officials to:

1. provide a walk-through of school construction at no cost and at a time convenient to the school district or charter school; and
2. provide recommendations based on the walk-through.

A municipality or county may **not**:

1. require the District to landscape, fence, make aesthetic improvements, use specific construction methods or materials, impose requirements for buildings used only for educational purposes, or place limitations prohibiting the use of temporary classroom facilities on school property. All temporary classroom facilities shall be properly inspected to meet the Code;
2. require the District to participate in the cost of any roadway or sidewalk, or a study of the impact of a school on a roadway or sidewalk, that is not reasonably necessary for the safety of school children and not located on or contiguous to school property, unless the roadway or sidewalk is required to connect an otherwise isolated public school or an existing roadway;
3. require the District to pay fees not authorized under 10-9a-305 or 17-27a-305;
4. require inspection of school construction or assess a fee or other charges for inspection, unless the District is unable to provide for inspection by properly licensed and certified inspectors, other than the project architect, contractor or subcontractors;
5. require the District to pay any impact fee for an improvement project unless the impact fee is imposed pursuant to the Impact Fees Act;
6. impose regulations upon the location of an educational facility except as necessary to avoid unreasonable risks to health or safety; or
7. for a use or structure that is a support facility rather than an educational facility, impose a regulation that is not imposed on similar uses or structures in the same zone, or a regulation that uses the tax exempt status of the District as a criterion for regulating the use or the location of the structure.

Created:
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Approved: 10 July 2019



[Utah Code § 10-9a-305\(3\), \(5\) \(2013\)](#)
[Utah Code § 17-27a-305\(3\), \(5\) \(2018\)](#)
[Utah Admin. Rules R277-471-6.B \(November 10, 2014\)](#)

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Procurement Appeals and Oversight: *Procurement Protests and Debarment Proceedings*

Definitions—

A “protestor” is a person who files a protest.

A “hearing” is a proceeding in which evidence (which may include oral testimony) or argument relevant to a protest is presented to a protest officer in connection with the protest officer’s determination of an issue of fact or law or both.

“Standing” means to have suffered an injury or harm or to be about to suffer imminent injury or harm, if the following are also satisfied:

1. the cause of the injury or harm is:
 - a. an infringement of the protestor’s own right and not the right of another person who is not a party to the procurement, and
 - b. reasonably connected to the District’s conduct, and
 - c. the sole reason the protestor is not considered, or is no longer considered, for an award of a contract under the procurement that is the subject of the protest, and
2. a decision on the protest in favor of the protestor
 - a. is likely to redress the injury or harm and
 - b. would give the protestor a reasonable likelihood of being awarded a contract, and
3. the protestor has the legal authority to file the protest on behalf of the actual or prospective bidder or offeror or prospective contractor involved in the procurement that is the subject of the protest

“Constructive knowledge” means knowledge or information that a protestor would have if the protestor had exercised reasonable care or diligence, regardless of whether the protestor actually has the knowledge or information. Such knowledge includes knowledge of:

1. applicable provisions of the Procurement Code, Procurement Policy Board rules, and the District’s procurement policies,
2. instructions, criteria, deadlines, and requirements contained in the solicitation or in other documents made available to persons interested in the solicitation or provided in a mandatory pre-solicitation meeting,

3. relevant facts and evidence supporting the protest or leading the protestor to contend that the protestor has been aggrieved in connection with a procurement,
4. communications or actions, pertaining to the procurement, of all persons within the protestor's organization or under the supervision of the protestor, and
5. any other applicable information discoverable by the exercise of reasonable care or diligence.

[Utah Code § 63G-6a-1601.5\(1\), \(2\), \(4\), \(5\) \(2017\)](#)

The “Protest Officer” for the District is the Superintendent, or another employee of the District designated by the Board of Education, or such other person as is designated by rule of the Procurement Policy Board.

[Utah Code § 63G-6a-103\(62\) \(2019\)](#)

The “protest appeal record” includes (1) a copy of the protest officer’s written decision; (2) all documentation and evidence the protest officer relied on in reaching the decision; (3) the recording of the hearing (if a hearing was held); (4) a copy of the written protest; and (5) all documentation and other evidence submitted by the protestor.

[Utah Code § 63G-6a-1601.5\(3\) \(2017\)](#)

Parties Who May Protest—

A protest may be filed with the Protest Officer by a person who has standing and who is aggrieved in connection with a procurement or an award of a contract.

[Utah Code § 63G-6a-1602\(1\) \(2017\)](#)

A person filing a protest may be asked to verify that the person has legal authority to file a protest when doing so on behalf of a corporation (public or private), governmental entity, sole proprietorship, partnership, or unincorporated association.

[Utah Admin. Rules R33-16-201 \(June 21, 2017\)](#)

Filing Protest—

Timing

In general, a protest must be filed before the opening of bids (if it relates to bidding) or the solicitation deadline (if it relates to another standard procurement process). If the protest relates to a multiple-stage procurement process, then it must be filed before the closing of the stage which is the subject of the protest.

However, these deadlines do not apply if the protestor did not know or have constructive knowledge of the facts giving rise to the protest before the deadline expired. In those cases, the protest must be filed within seven days after

the date the person first knew or had constructive knowledge of the facts giving rise to the protest.

If the protest does not relate to a standard procurement process, then the protest must be filed within seven days after the date the person first knew or had constructive knowledge of the facts giving rise to the protest.

The deadlines for filing a protest may not be modified.

A person who fails to timely file a protest under this section may not protest to the Protest Officer a solicitation or award of a contract, or file an action or appeal challenging a solicitation or award of a contract before an appeals panel, a court, or any other forum.

[Utah Code § 63G-6a-1602\(2\), \(3\), \(7\) \(2017\)](#)

Contents

A person who files a protest under this section shall include in the filing document the protestor's mailing address and email address and a concise statement of the grounds upon which the protest is made. The statement of grounds for the protest must include the relevant facts and evidence leading the protestor to contend that a grievance has occurred, including but not limited to specifically referencing:

1. An alleged violation of the Utah Procurement Code;
2. An alleged violation of Utah Administrative Rules Title 33 or other applicable rule;
3. A provision of the solicitation allegedly not being followed;
4. A provision of the solicitation which is alleged to be ambiguous, confusing, contradictory, unduly restrictive, erroneous, anticompetitive, or unlawful;
5. An alleged error made by the evaluation committee or the District;
6. An allegation of bias by the evaluation committee or an individual committee member; or
7. A scoring criterion allegedly not being correctly applied or calculated.

[Utah Admin. Rules R33-16-101a\(2\)\(a\) \(June 21, 2017\)](#)

[Utah Code § 63G-6a-1602\(4\)\(a\) \(2017\)](#)

The "facts" alleged must be specific enough to enable the protest officer to determine, if such facts are proven to be true, whether a legitimate basis for the protest exists.

[Utah Admin. Rules R33-16-101a\(2\)\(b\) \(June 21, 2017\)](#)

None of the following qualify as a concise statement of the grounds for a protest:

1. claims made after the opening of bids or closing date of proposals that the specifications, terms and conditions, or other elements of a solicitation are ambiguous, confusing, contradictory, unduly restrictive, erroneous, or anticompetitive;
2. vague or unsubstantiated allegations that do not reference specific facts including, but not limited to, vague or unsubstantiated allegations such as that:
 - a. the protestor should have received a higher score or another vendor should have received a lower score;
 - b. a service or product provided by a protestor is better than another vendor's service or product;
 - c. another vendor cannot provide the procurement item for the price bid or perform the services described in the solicitation;
 - d. the electronic procurement system used by the District was slow, not operating properly, was difficult to understand, could not be accessed or did not allow documents to be downloaded, or did not allow a response to be submitted after the submittal deadline expired;
 - e. the protestor did not receive individual notice of a solicitation or was unaware of the solicitation (where the District has complied with the public notice requirements); or
 - f. District officials, or the evaluation committee, or any committee member acted in a biased or discriminatory manner against the protestor; or
3. a request for:
 - a. a detailed explanation of the thinking and scoring of evaluation committee members, beyond the official justification statement;
 - b. protected information beyond what is provided under the disclosure provisions of the Utah Procurement Code; or
 - c. other information, documents, or explanations reasonably deemed to be not in compliance with the Utah Code or this Policy by the protest officer.

[Utah Admin. Rules R33-16-101a\(2\)\(c\) \(June 21, 2017\)](#)

Dismissal for non-conforming protest

The protest officer may dismiss a protest if the concise statement of the grounds for the protest does not comply with the requirements set forth above.

[Utah Code § 63G-6a-1603\(1\) \(2017\)](#)

[Utah Admin. Rules R33-16-101a\(4\) \(June 21, 2017\)](#)

Effect of timely protest and continuation despite protest or appeal

The District may not proceed further with the solicitation or with the award of the contract while there is a pending protest and until all administrative and judicial remedies relating to the protest are exhausted (such as appeals to the Procurement Policy Board or further appeal to a court). However, the District may proceed with solicitation or award despite a pending protest or further proceeding if the District, after consulting with the District's attorney, determines in writing that award of the contract without delay is in the best interest of the District.

[Utah Code § 63G-6a-1903 \(2016\)](#)

Intervention in a Protest—

Time to file motion to intervene

After a timely protest is filed, the Protest Officer shall notify awardees of the subject procurement and may notify others of the protest. A motion to intervene must be filed with the Protest Officer no later than ten days from the date such notice is sent by the Protest Officer. Only those motions to intervene made within this prescribed time will be considered timely, and late motions shall be denied. The District and those who are the intended beneficiaries of the procurement are automatically considered a party of record and need not file any motion to intervene. A copy of the motion to intervene shall also be mailed or emailed to the person protesting the procurement.

Form of motion to intervene

Any motion to intervene must state, to the extent known, the position taken by the person seeking intervention and the basis in fact and law for that position. A motion to intervene must also state the person's interest in sufficient factual detail to demonstrate that:

- (1) the person seeking to intervene has a right to participate which is expressly conferred by statute or by rule, order, or other administrative action;
- (2) the person seeking to intervene has or represents an interest which may be directly affected by the outcome of the proceeding, including any interest as a:
 - a. consumer;
 - b. customer;
 - c. competitor;
 - d. security holder of a party; or

- e. person whose participation is in the public interest.

Ruling on motion to intervene

If no written objection to the timely motion to intervene is filed with the Protest Officer within seven calendar days after the motion to intervene is received by the protesting person, the person seeking intervention becomes a party at the end of this seven-day period. If an objection is timely filed, the person seeking intervention becomes a party only when the motion is expressly granted by the Protest Officer based on a determination that a reason for intervention exists as stated in this policy. Notwithstanding any provision of this policy, an awardee of the procurement that is the subject of a protest will not be denied their motion to intervene, regardless of its content, unless it is untimely filed.

[Utah Admin. Rules R33-16-301 \(June 21, 2017\)](#)

Determination on Protest—

Authority to resolve

A Protest Officer, or the Board of Education or its designee, may enter into a settlement agreement to resolve a protest.

[Utah Code § 63G-6a-1602\(8\) \(2017\)](#)

At any time during the protest process, if it is discovered that a procurement is out of compliance with any part of the Utah Procurement Code or governing regulations, including errors or discrepancies, the Protest Officer or Board of Education or its designee may take administrative action to correct or amend the procurement to bring it into compliance, correct errors or discrepancies or cancel the procurement.

[Utah Code § 63G-6a-106\(4\)\(e\) \(2016\)](#)

[Utah Admin. Rules R33-16-401 \(June 21, 2017\)](#)

Process for determining the protest

After a protest is filed, the protest officer shall first determine whether the protest is timely and fully complies with the content requirements set forth above. The protest officer shall, without holding a hearing, dismiss any protests which are not timely or which do not fully comply with the content requirements.

If the protest is timely and compliant, then the protest officer shall:

- dismiss the protest without holding a hearing if the protest officer determines that it alleges facts that, if true, do not provide an adequate basis for the protest; or
- uphold the protest without holding a hearing if the protest officer determines that the undisputed facts of the protest indicate that it should be upheld; or

- hold a hearing on the protest, following the procedures below, if there is a genuine issue of material fact or law that needs to be resolved in order to determine whether it should be upheld.

The fact that a Protest Officer holds a hearing, considers a protest, or issues a written decision does not affect a person's right to, at a later date, question or challenge the Protest Officer's jurisdiction to hold the hearing, consider the protest, or render the decision. A Protest Officer's determination of facts relating to a protest is final and conclusive on appeal unless shown to be arbitrary and capricious or clearly erroneous.

[Utah Code § 63G-6a-1603\(1\), \(2\), \(3\), \(4\)\(e\), \(10\) \(2017\)](#)

Protest records

The Protest Officer shall record each protest hearing. Regardless of whether a hearing is held, the Protest Officer shall preserve all records and other evidence relied upon in reaching the written decision. Such records may not be destroyed until the decision, and any appeal of the decision, becomes final. The Protest Officer shall submit the protest appeal record to the Procurement Policy Board within seven days after (a) notice of an appeal of the decision or (b) a request from the chair of the Procurement Policy Board.

[Utah Code § 63G-6a-1603\(4\)\(d\) \(2017\)](#)

Hearing process

For purposes of a protest hearing, the Protest Officer may subpoena witnesses and compel their attendance, may subpoena documents for production at the hearing, may obtain additional factual information, and may obtain testimony from experts, the person filing the protest, representatives of the District, or others. The Rules of Evidence do not apply to a protest hearing. The deliberations of the Protest Officer may be held in private.

[Utah Code § 63G-6a-1603\(4\), \(5\)\(a\) \(2017\)](#)

Written determination

A Protest Officer shall promptly issue a written decision regarding any protest that is not settled by mutual agreement. The decision shall state the reasons for the action taken, inform the protestor of the right to judicial or administrative review as provided in the District's procurement policies and the Procurement Code, and state the amount of the security deposit or bond required for a further appeal. The person issuing the decision shall mail, email, or otherwise immediately furnish a copy of the decision to the protestor. If the Protest Officer does not issue the written decision regarding a protest within 30 calendar days after the day on which the protest was filed with the Protest Officer, or within a longer period as may be agreed upon by the parties, the protestor may proceed as if an adverse decision had been received.

[Utah Code § 63G-6a-1603\(6\), \(9\) \(2017\)](#)

Effect of determination

A determination is effective until stayed or reversed on appeal, except as provided above. The determination is final and conclusive unless the protestor files an appeal with the Procurement Policy Board.

[Utah Code § 63G-6a-1603\(7\), \(8\)\(a\) \(2017\)](#)

Finding of a violation before the contract is awarded

If, before award of a contract, it is determined at any level of review that a procurement or proposed award of a contract is in violation of law, the procurement or proposed award shall be cancelled or revised to comply with the law.

[Utah Code § 63G-6a-1909 \(2012\)](#)

Finding of a violation after the contract is awarded

If after award of a contract it is determined at any level of review that a procurement or award of a contract is in violation of law, the following actions shall be taken:

1. if the person awarded the contract did not act fraudulently or in bad faith, then
 - a. the contract either may be ratified and affirmed, if it is in the best interests of the District, or may be terminated, and
 - b. the person awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract before the termination, plus a reasonable profit.
2. if the person awarded the contract acted fraudulently or in bad faith, then the contract either may be declared null and void or may be ratified and affirmed if it is in the best interests of the District, without prejudice to the District's rights to any appropriate damages.

Under no circumstances is a person entitled to consequential damages in relation to a solicitation or award of a contract under the procurement process, including consequential damages for lost profits, loss of business opportunities, or damage to reputation.

[Utah Code § 63G-6a-1907 \(2014\)](#)

Costs to or against protestor

If a protest is sustained at any level of review and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, the protestor is entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation and appeal costs and any equitable relief

determined to be appropriate by the Procurement Policy Board appeals panel or court.

If the final determination of a procurement appeals panel or other appellate body does not sustain the protest, the protestor shall reimburse the District for all expenses incurred in defending the appeal, including personnel costs, attorney fees, other legal costs, the per diem and expenses paid by the District to witnesses or appeals panel members, and any additional expenses incurred by the staff of the District who have provided materials and administrative services to the appeals panel for that case.

The notice of claims provisions of the Utah Governmental Immunity Act ([Title 63G, Chapter 7, Part 4, Utah Code](#)) and the undertaking provision of [Utah Code § 63G-7-601](#) do not apply to actions brought under this chapter by an aggrieved party for equitable relief or reasonable costs incurred in preparing or appealing an unsuccessful bid or offer

[Utah Code § 63G-6a-1904 \(2015\)](#)

Debarment or Suspension Proceedings—

A person may be debarred or suspended for the causes set forth in Policy CBA. Before a person may be debarred or suspended, the Board of Education or its designee must consult with the procurement unit involved in the matter for which debarment or suspension is sought (if that unit is not the District), consult with the District's attorney, give notice as set forth below, and hold a hearing as set forth below.

[Utah Code § 63G-6a-904\(1\)\(a\), \(b\) \(2017\)](#)

Notice of Debarment or Suspension—

An individual to be debarred or suspended must be given written notice of the reasons for which debarment or suspension is being considered and of the hearing at which debarment or suspension will be considered. This notice must be given at least 10 days before the date of the hearing.

[Utah Code § 63G-6a-904\(1\)\(b\)\(ii\) \(2017\)](#)

Hearing on Debarment or Suspension—

Hearing process

The informal hearing shall be conducted by the Board of Education or its designee. For purposes of the hearing, the Board or its designee may subpoena witnesses and compel their attendance, subpoena documents for production, obtain additional factual information, and obtain testimony from experts, the person who is the subject of the proposed debarment or suspension, representatives of the District, or others who may be of assistance in making the determination. The Rules of

Evidence do not apply in this informal hearing. The fact that an informal hearing is held on debarment or suspension or that a decision is issued does not prevent a person from later questioning or challenging the authority of the Board of Education or its designee to hold the hearing or issue the decision.

[Utah Code § 63G-6a-904\(1\)\(c\)\(i\), \(ii\), \(iv\) \(2017\)](#)

Written decision

The Board of Education or its designee shall promptly issue a written decision regarding any proposed debarment or suspension that is not settled by mutual agreement. If debarment or suspension is ordered, the decision shall state the reasons for that action and inform the person of the right to judicial review as provided in the Procurement Code. The person issuing the decision shall mail, email, or otherwise immediately furnish a copy of the decision to the person subject to the decision.

[Utah Code § 63G-6a-904\(1\)\(c\)\(v\), \(vi\) \(2017\)](#)

Hearing record

The Board of Education or its designee shall preserve all records and other evidence relied upon in reaching the decision. Such records may not be destroyed until the decision, and any appeal of the decision, becomes final.

[Utah Code § 63G-6a-904\(1\)\(c\)\(iii\) \(2017\)](#)

Effect of Order of Suspension or Debarment—

A decision of debarment or suspension is final unless it is overturned by a court. (See Policy CDB.)

[Utah Code § 63G-6a-904\(1\)\(c\)\(vii\) \(2017\)](#)

School Plant

Grounds—

School grounds shall be constructed and maintained in conformance with Utah Department of Health requirements and applicable building codes.

[Utah Admin. Rules R392-200-5 \(May 31, 2018\)](#)

Buildings—

Every school building shall be located on grounds that are well-drained and maintained in a sanitary condition and in accordance with Utah Department of Health requirements. All buildings shall be provided with appropriate sanitary facilities and controls, a heating system, lighting facilities, ventilation systems, and health and safety facilities, all of which shall conform with Utah Department of Health requirements.

[Utah Admin. Rules R392-200-7 \(May 31, 2018\)](#)

[Utah Admin. Rules R392-200-8 \(May 31, 2018\)](#)

[Utah Admin. Rules R392-200-9 \(May 31, 2018\)](#)

Carbon monoxide detectors—

Each school building shall be equipped with carbon monoxide detectors as required by state statute.

[Utah Code § 15A-5-204\(22\) \(2019\)](#)

[Utah Code § 15A-5-205.5\(1\)\(f\) \(2019\)](#)

[Utah Admin. Rules R277-400-11 \(April 8, 2019\)](#)

Food service facilities and equipment—

All school lunchrooms, dining areas, and food preparation areas shall be maintained in accordance with Utah Department of Health requirements and local health department regulations. Any food provided by the school shall be obtained, transported, and served from approved sources according to Utah Department of Health regulations.

[Utah Admin. Rules R392-200-6 \(May 31, 2018\)](#)

Custodial services—

All school buildings and appurtenances to buildings shall be maintained in a sanitary manner, and all full-time building custodians and janitors shall be trained to perform their duties.

Pest management—

The District is required to minimize in school buildings and on school grounds the presence of pests that may carry disease, may carry allergens likely to affect individuals with allergies or respiratory problems, or may sting or bite causing mild to serious reactions. The District shall establish integrated pest management practices

and principles to prevent unacceptable levels of pest activities in school buildings and school grounds with the least possible hazard to people, property, and the environment. The District shall establish a written integrated pest management plan meeting the requirements of Utah Department of Health regulations. (This may be provided by a pest management contractor.)

[Utah Admin. Rules R392-200-7\(12\) \(May 31, 2018\)](#)
[Utah Pests School IPM, Utah State University Extension](#)

Risk Management Procedures

Risk Management Procedures—

The Utah Division of Risk Management (“Division of Risk Management”) provides liability coverage for the District through the State’s Risk Management Fund.

District personnel shall therefore adhere to the guidelines provided by the Division of Risk Management, which are summarized in Exhibit 1 to this policy.

Litigation guidelines—

As set forth in the Risk Management guidelines,

- 1) Copies of all legal papers or pleadings of a court received by the District or any of its employees for actions in the scope of their duties should be sent to the Business Administrator, who will send it to the Division of Risk management and to the Board of Education’s legal counsel.
- 2) Districts are not to make any statements or admission of liability in connection with any situation which may give rise to liability of the District.
- 3) The circumstances surrounding any liability situation should not be discussed by any employee of the District with any third party until after the Division of Risk Management has been notified and the attorney assigned to defend the action has approved such communication.

Risk management coordinator—

The Business Administrator of the District is hereby appointed as the District’s Risk Management Coordinator.

Scope of coverage—

All employees of the District and District property are covered by the Division of Risk Management in connection with claims arising from acts or omissions within the scope of their employment with the District. Educators need not purchase alternative insurance to cover liabilities arising from their employment with the District.

Transportation

Board responsibilities—

The Board shall implement the pupil transportation policies established by the State, implementing the laws and regulations relating to pupil transportation. In fulfilling these responsibilities, the Board shall:

1. Oversee the pupil transportation operations within the District, including training programs for all transportation personnel, review of school bus routes and evaluation of the pupil transportation system, and the investigation and reporting of accidents and other transportation problems;
2. Provide resource material and establish, as an integral part of the school curriculum, instruction in passenger safety that complies with Highway Safety Program Standard 17 (Standards for Utah School Buses and Operations, Appendix A);
3. Provide for the continuous supervision of loading and unloading areas at or near the school and the conduct of periodic emergency evacuation drills;
4. Provide for adequate supervision for pupils whose bus schedule necessitates their early arrival or late departure from school; and
5. Promote public understanding of and support for the school transportation program in general.

Standards for Utah School Buses and Operations, pp. 64-65 (2004)

School Traffic Safety Committee—

The Board hereby establishes the District School Traffic Safety Committee.

1. The Committee consists of:
 - a. One representative from each school within the District;
 - b. One representative from each Parent Teachers' Association within the District;
 - c. A representative from the municipality or county;
 - d. A representative from state or local law enforcement; and
 - e. A representative from a state or local traffic safety engineering department.
2. The Committee shall receive suggestions from school community councils, parents, teachers and others and recommend school traffic safety improvements and boundary changes to enhance safety.
3. The Committee shall annually review and submit to the Department of Transportation and affected municipalities and counties a child access routing plan for each elementary, middle, and junior high school within the District.

4. The Committee shall consult with the Utah Safety Council and the Utah Division of Family Health Services and shall provide training to all District schoolchildren in grades K-6 on school crossing safety and use.
5. The Committee shall help ensure the District's compliance with rules made by the Transportation Commission under [Utah Code § 41-6a-303](#) and may establish subcommittees as needed to assist in accomplishing its duties.

[Utah Code § 53G-4-402\(17\) \(2019\)](#)

Transportation: Planning and Funding: Funding

Revenue—

The District will fund the transportation program primarily from revenue provided by the state. To this end, the District will comply with all state rules and regulations regarding funding and record keeping.

The Board will determine what students are eligible for state-sponsored transportation and whether expenses of ineligible students will be funded from the general revenue of the District.

[Utah Code § 53F-2-402 \(2019\)](#)

[Utah Code § 53F-2-403 \(2019\)](#)

Alternative transportation—

The Board and Pupil Transportation Director will analyze bus routes that involve a large number of deadhead miles to determine if an alternative method of transporting students is more efficient. Possible alternatives include the following, as outlined in Utah State Board of Education rules:

1. Use of a District multi-purpose passenger vehicle to transport students;
2. Paying eligible students an allowance in lieu of District-supplied transportation wherein a student is reimbursed for mileage to school or bus-stop, whichever is closer;
3. Providing a subsistence allowance for a student to live at a site nearer to the school; and
4. Engaging in a contract or leasing for transportation.

[Utah Admin. Rules R277-600-7 \(January 9, 2019\)](#)

Transportation: Planning and Funding: Route Planning

General requirements—

Buses operated by the District will run on routes proposed by the Board and approved by the State Board of Education. The District will provide the State Board of Education all information requested for the approval of any route.

The Board will not propose routes for which a student allowance or subsistence allowance accomplishes the needed transportation at less cost.

Routes proposed by the Board must:

- 1) Traverse the most direct public route;
- 2) Be reasonably cost effective related to other feasible alternatives;
- 3) Provide adequate safety for students;
- 4) Traverse roads that are constructed and maintained in a manner that does not cause property damage; and
- 5) Include an economically appropriate number of students.

[Utah Admin. Rules R277-600-6\(3\) \(January 9, 2019\)](#)
Standards for Utah School Buses and Operations, p. 71 (2004)

Number of students—

The minimum number of general education students required to establish a route is ten; the minimum number of students with disabilities required to establish a route is five. If a route is required for less than these numbers, the Board will propose such a route to the State Superintendent for approval.

[Utah Admin. Rules R277-600-4 \(January 9, 2019\)](#)
Standards for Utah School Buses and Operations, p. 71 (2004)

Bus stops—

The Board will designate safe areas for bus stops. To promote efficiency, the minimum distance between bus stops will be 3/10 of a mile. Bus routes shall avoid, whenever possible, bus stops on dead-end roads. A student is expected to walk to bus stops up to one and one-half miles from home depending on the age and ability of the student. Special education students are responsible for their own transportation to bus stops except as provided otherwise in their Individualized Education Program (IEP).

[Utah Admin. Rules R277-600-6\(5\), \(6\) \(January 9, 2019\)](#)
Standards for Utah School Buses and Operations, p. 71 (2004)

Roads—

A bus route may follow only public roads that are constructed and maintained at such standards that the condition of the road will not subject the passengers on the bus to undue hazard and will not subject the District or any of its employees to liability for injury or property damage.

Standards for Utah School Buses and Operations p. 72 (2004)

Changes—

Whenever a bus route is extended to pick up additional children, the Board will analyze extra costs and time and obtain prior approval from the State Board of Education. The District will consider whether student reimbursement will be more economical.

Standards for Utah School Buses and Operations p. 71 (2004)

Routes as alternatives to construction—

When the District is not using facilities efficiently, the Board, with permission from the State Superintendent, will examine the use of bus routes as an alternative to building construction.

Building construction alternatives include elementary double sessions, year-round school, and attendance across district boundaries.

[Utah Admin. Rules R277-600-6\(10\) \(January 9, 2019\)](#)

Standards for Utah School Buses and Operations, p. 72 (2004)

Planning process—

In order to establish bus routes that will adequately meet the needs of pupils, the Board or District Pupil Transportation Director will procure a map of the area served by a particular school or school system. Information on the road conditions, railroad crossings and other factors that might affect the particular operation should be recorded on the map along with the location of homes and the number of school age children in each.

Satisfactory school bus stops should be identified along streets and highways where buses can travel with the least amount of risk. The number of pupils to be transported and the distance to be traveled are primary factors in allocating equipment for a particular area. The District should assign pupils to specific stops according to walking distances, grade level and school attended. The District will give special attention to handicapped students.

Standards for Utah School Buses and Operations § 103.08

Surveys/schedules—

Bus routes, stops, and schedules will be developed by the District Pupil Transportation Director following the processes and procedures outlined in the “Routing and Scheduling” section of the Driver Guidelines in the Standards for Utah

Created:
Modified: 21 March 2019
Approved: 10 July 2019

CJAC

School Buses and Operations, including review of maps, surveys of existing and proposed routes and stops, and other methods of planning and evaluation.

Standards for Utah School Buses and Operations, p. 76-78 (2004)

Transportation: Operations Charter School Students

Transporting Charter School Students—

The District may provide transportation to charter school students on existing, approved routes within the District on a space-available basis. The District shall not displace any students of the District to transport charter school students, nor shall the District incur any additional costs in transporting charter school students.

[Utah Admin. Rules R277-551-4\(3\) \(January 9, 2019\)](#)

Charter Students Boarding and Leaving Bus—

Charter school students who have been authorized to ride on a District bus shall board and leave the bus only at existing designated stops on existing approved bus routes or at an identified destination school. Each charter school student shall board and leave the bus at the same stop each day.

Notice of District Bus Policies—

The District shall provide notice to charter school students who are authorized to ride District buses, and to the student's parent or guardian, of the District's bus policies, including the standards for student conduct on the bus. (See Policy FGAC.)

Bus Privileges Revoked for Violation of Policies—

If a charter school student riding a District bus violates the District bus policies or standards of conduct, the student will forfeit the privilege of riding the District bus and will no longer be permitted to do so.

[Utah Admin. Rules R277-551-3\(4\)\(b\) \(January 9, 2019\)](#)

Cash Receipts and Expenditures

Scope of Cash Receipts and Expenditures Policies—

These policies, guidelines, and procedures are applicable without exception to all funds owned or administered by the District. This policy applies to all District administration, licensed educators, staff, students, organizations, and individuals that handle cash receipts or accept payment in any form on behalf of the District or individual school or initiate, authorize, or process cash disbursements on behalf of the District or individual school. The scope includes all activities at the District and individual schools and in all locations where District activities and public funds are collected or expended. All expenditures of the District are to be consistent with applicable state and federal laws and regulations; any restrictions, rules, or regulations placed on the use of the funds by donors and granting agencies; and prudent management practices. It is expected that in all dealings, District employees will act in an ethical manner that is consistent with the District's code of ethics, the Utah Educators' Standards, the Public Officers' and Employees' Ethics Act, and State procurement law.

Segregation of Duties—

Wherever possible, duties such as custody of purchase cards and blank checks, initiating expenditures, approving expenditures, maintaining documentation, issuing checks, collecting funds, maintaining documentation, preparing deposits and reconciling records should be segregated among different individuals. When segregation of duties is not possible due to the small size and limited staffing of the District or individual school, compensating controls such as management supervision and review of cash receipting records by independent parties should be implemented.

Definitions—

"Public funds" for purposes of this policy are defined as money, funds, and accounts, regardless of the source from which the funds are derived, that are owned, held, or administered by the state or any of its political subdivisions, including Districts or other public bodies.

[Utah Code § 51-7-3\(26\) \(2017\)](#)

Cash Receipts Policy—

All receipting of funds at the District and at schools should be done at the cashier's office. No receipting is to be done in other offices or in unapproved off-site locations. Employees shall instruct payers to take all cash, checks, and credit card transactions to the cashier for receipt.

Provisions should be made for cash receipting/collection at approved off-site activities or functions. Please refer to the Fundraising and Donation Policy. Funds may be receipted through the District's foundation, if applicable, in accordance with the foundation's cash receipts policy.

District employees, school employees, and volunteers associated with school-sponsored activities should not open bank accounts, outside of the control of the District, for the receipting or expending of public funds associated with school-sponsored activities. The business administrator or designee must approve all checking and savings accounts used in District or individual school business.

All funds shall be kept in a secure location controlled by the cashier until they can be deposited in a District-approved fiduciary institution. Funds should be deposited daily if practicable but no later than three banking days after receipt, in compliance with [Utah Code § 51-4-2\(2\)\(a\)](#), in a District-approved account. Employees should never hold funds in any location for any reason.

If the cashier has left for the day or funds are receipted on the weekends, administrators should be available to lock cash receipts or cash boxes in the District safe until next business day. Cash receipts should not be taken home by employees or volunteers or left in offices.

All checks should be made payable to the District or individual school and restrictively endorsed upon receipt. Checks should not be made payable to an employee, a specific department, or a program.

Appropriate internal controls and segregation of duties should be implemented for all cash activity. Cash should always be verified. Where verification is difficult, cash should be counted by two individuals.

All funds (cash, checks, credit card payments, etc.) received must be receipted and recorded in the District's accounting records. A pre-numbered receipt will be issued for each transaction. Passwords should be established on the accounting system computers and changed periodically.

Under no circumstances are disbursements to be made directly from cash receipts (i.e., for purchases, reimbursements, refunds, or to cash personal checks).

Periodic and unscheduled audits or reviews should be performed for all cash activity. Documents should be available and should demonstrate that proper cash controls are in place (signatures for approval, tally sheets, reconciliations, etc.).

All activities involving cash must be supervised by a District employee or authorized volunteer to ensure adequate controls are in place. Training should be given to those involved in handling cash.

The District and all individual schools will comply with all applicable state and federal laws. All payments of fees shall correspond with the approved fee schedule, as required by Board [Administrative Rule R277-407](#).

Cash Receipts Procedures—

The cashier should receipt all funds immediately (cash, checks, credit cards, etc.), provide customers with a pre-numbered receipt, and retain a duplicate copy in the daily receipt or register detail. The cashier's cash drawer should be locked and secured at all times.

Cash count sheets will be used for cash receipts at games and other school-sponsored activities after hours or off-site. These sheets will be completed by two individuals, signed by a member of administration on the day of the collection, and retained for verification in the daily receipt or register detail.

No collecting or receipting of funds is to be done in other offices or at unapproved offsite activities or functions. Employees should never hold funds in any location for any reason.

Mail should be opened by an individual independent of the cash receipt process, and funds received should be documented in a cash receipts log.

Funds received shall be recorded in the District's accounting records. A daily deposit report shall be printed; reconciled to the actual deposit, the receipt book, and cash receipt log; and retained for verification by administration along with the copy of the deposit slip in the daily receipt or register detail.

The deposit shall be placed in a secured, locked location until it can be deposited in a District-approved fiduciary institution.

Funds should be deposited daily if practicable but no later than three banking days after receipt, in compliance with [Utah Code § 51-4-2\(2\)\(a\)](#), in an District-approved account. An employee independent of the cash receipting process shall verify that the daily deposit detail reconciles to the validated deposit slip.

Bank reconciliation(s) should be performed on all District-approved accounts on a monthly basis. Bank statements and bank reconciliations should be reviewed and approved by administration on a monthly basis.

The District's board or audit committee should review and approve the bank statements, the bank reconciliations, and monthly journal entries on a monthly basis.

Where applicable, each school's detailed activity budget vs. actual statements should be reviewed by program directors, coaches, teachers, etc. on a quarterly basis for accuracy and reasonableness.

General Expenditure Policies—

Expenditure transactions must be approved by an individual having sufficient knowledge and authority to evaluate the transaction for reasonableness and appropriateness. The school or District shall designate employees by title or job descriptions that are authorized to approve various dollar amount levels of disbursements and instructed never to sign blank checks.

All expenditures made using cash, checks, credit/purchase cards, electronic fund transfers, etc. shall be recorded in the school or District's accounting records.

Passwords should be established on user access to the accounting system and changed periodically.

Checks should be made payable to specified payees and never to "cash" or "bearer."

All disbursement activity should be substantiated by supporting documents. Documents should be available and should demonstrate that proper disbursement controls are in place (signatures for approval, purchase orders, receipts, invoices, bids or quotes, reimbursement forms, travel forms, journal entries, reconciliations, etc.). Quotes shall contain the following information:

1. Date received or dates that the quoted price is valid, delivery date
2. Company name, address, salesperson
3. Each item, description or specifications, unit, total price, and quantity listed
4. Shipping and freight charges
5. Salesperson and contact information
6. Vendor, District employee name and position

Quotes may be obtained and documented by printing pages from a website; however, all of the quote elements must be documented. Better prices are usually obtained by contacting vendors directly. Telephone quotes must be documented and include all quote elements. Written quotes should be requested on the vendor's letterhead.

Bank and credit card statements should be reviewed and accounts reconciled in a timely manner. Activity accounts should be reviewed quarterly by the custodian of the activity.

All checks or check stock, credit/purchase cards, access to bank accounts and statements, etc. shall be secured and controlled by the accounting/front office with limited access. All disbursing of funds at the school or District should be done through the accounting/front office.

The school or District must comply with applicable District and state purchasing laws.

1. Contracts must follow the guidelines outlined in the District's procurement policies and State Procurement Code, specifically regarding the length of multi-year contracts.
2. Construction and improvements must comply with the provisions of the District's procurement policies and the State Procurement Code ([Utah Code § 63G-6a-101 et seq.](#)), the Utah State Procurement Policy Board Rules, and Title IX.
3. Exclusive contracts must comply with the guidelines outlined in the State Procurement Code ([Utah Code § 63G-6a-101 et seq.](#)), the District's procurement policy, and the Utah Public Officers' and Employees' Ethics Act ([Utah Code § 67-16-1 et seq.](#)).
4. Purchases of goods or services with District funds for personal use or personal gain are strictly prohibited; see the Utah Public Officers' and Employees' Ethics Act ([Utah Code § 67-16-1 et seq.](#)).
5. Expenditures will follow the guidelines outlined in the District's procurement policies and the State Procurement Code ([Utah Code § 63G-6a-101 et seq.](#)) and federal purchasing laws.

General Expenditure Procedures—

The District has designated the State Procurement Code as its purchasing policy. Any purchases should be equitable for both male and female students and comply with Title IX.

If an outside entity reimburses employee expenses (meals, travel, etc.), these expenses should not be submitted to the District for reimbursement.

No disbursing of funds is to be done in other offices or at unapproved off-site activities or functions.

The District's tax exempt status number should only be used in conformity with the Utah State Tax Commission's guidelines.

Purchases of goods or services for personal use or personal benefit of any amount are strictly prohibited.

Contracts shall include (a) specific scope of work language, (b) federal contract requirements, (c) standard District terms or State of Utah terms, as appropriate, and (d) language regarding data privacy and use, as appropriate. Contracts shall be reviewed by District counsel as required by District policy or as determined by the District employee authorizing the expenditure.

[Utah Admin. Rules R277-113-6\(2\)\(b\)\(vi\) \(June 22, 2018\)](#)

Review Process—

Bank reconciliation(s) should be performed on all District-approved accounts, including credit card transactions. If the bank reconciliation is completed by someone who has access to the accounting system and bank accounts, it should be reviewed and approved by another person, such as the principal or director, business administrator, or a member of the audit committee or board on a monthly basis.

Administration should review bank statements and bank reconciliations, as well as credit card statements, and document the review and approval. The District's audit committee or District management should ensure that monthly bank reconciliations and credit/purchase card statement reconciliations are occurring on a monthly basis.

A check register should be reviewed when signing checks to ensure all disbursements are reviewed and approved.

Administration or designated members of management shall review cash disbursements to verify that all District and State policies and procedures are being followed on a periodic basis.

New Policies

BFA - School Closures and Boundary Changes: Reviews the requirements for approving school closure and boundary changes.

CEC – School Resource Officer Contracts: Requires the district to have board approval for school resource officer services and also specifies contract provisions.

Policies with Substantive Revisions

BBC - Board Members Vacancies on the Board: Adds requirement to inform the public about the person to whom a person interested in filling a vacancy must submit their name.

BE - Board Meetings: Adds a paragraph on interference with conduct of Board Meeting.

BEA - Board Meetings, notice requirements: Adds verbiage for requirements for public hearings, also modifies school closure or boundary change hearing notice requirements.

BM - Charter school sponsorships: Modifies requirements for sponsoring charter schools.

BU – District Annual reports: Changes deadlines and requirements for annual letter of assurance.

CBD - Awarding contracts by request for proposals: Changes scoring rules for proposals.

CBG – Contracts and Contract Limitations: Adds Interior design to design professional services.

CEB - District Emergency Response Plan: Modifies some of the requirements during an emergency.

CFB – Use of School Facilities Employee Use of Equipment: Changes some of the wording for employee use of district property.

Board Members: *Vacancies on the Board*

Appointment—

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

[Utah Code § 20A-1-511\(1\) \(2019\)](#)

Interim appointment followed by election for two-year term—

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

[Utah Code § 20A-1-511\(2\) \(2019\)](#)

School board to provide notice of pending appointment and interview candidates—

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

- 1) Be given at least two weeks before the Board meeting where the vacancy will be filled;
- 2) Inform the public of:
 - a) The date, time, and place of the Board meeting at which the vacancy will be filled; and
 - b) **The person to whom** and date and time before which an interested individual may submit his or her name for consideration for appointment to fill the vacancy.

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

[Utah Code § 20A-1-511\(3\) \(2019\)](#)

Appointment pending effective resignation of Board member—

Where a Board vacancy will occur because a member has submitted a letter of resignation to the Board, the Board may make an appointment to fill that vacancy

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

[Utah Code § 20A-1-511\(4\) \(2019\)](#)

Board Meetings

Meeting defined—

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

[Utah Code § 52-4-103\(6\) \(2019\)](#)

Rules of Order and Procedure—

The Board of Education shall adopt Rules of Order and Procedure to govern a public meeting of the Board of Education. The Rules of Order and Procedure shall include a set of policies that govern and prescribe in a public meeting:

1. Parliamentary order and procedure;
2. Ethical behavior; and
3. Civil discourse.

After adopting the Rules of Order and Procedure, the Board of Education shall:

1. Conduct its public meeting in accordance with the Rules of Order and Procedure adopted by the Board of Education; and
2. Make the Rules of Order and Procedure available to the public at each meeting of the Board of Education, and on the District’s public website.

[Utah Code § 53G-4-202\(1\)\(c\), \(2\) \(2019\)](#)

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

1. Disorderly conduct at the meeting;
2. The member’s direct or indirect financial conflict of interest regarding an issue discussed at or action proposed to be taken at the meeting; or
3. Commission of a crime during the meeting.

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

[Utah Code § 53G-4-202\(5\) \(2019\)](#)

Open to the public—

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

[Utah Code § 52-4-201\(1\) \(2006\)](#)

Public hearing—

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

[Utah Code § 11-14-318 \(2008\)](#)

[Utah Code § 53G-4-402\(21\) \(2019\)](#)

[Utah Code § 53G-7-303\(3\) \(2019\)](#)

[Utah Code § 53G-4-204\(2\) \(2019\)](#)

[Utah Code § 59-1-1605 \(2016\)](#)

Interference with conduct of Board meetings—

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

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

Public recording—

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

[Utah Code § 52-4-203\(5\) \(2018\)](#)

Attendance by local government representatives—

An interested mayor or interested county executive (or their designees) may attend and participate in the board's discussions in the open portions of the Board's meetings. An "interested mayor" is the mayor of a municipality which is partly or entirely within the boundaries of the school district. An "interested county executive" is the county executive or county manager of a county with unincorporated area within the boundary of the school district. These local government officials may not

vote on any issue before the Board and their participation is subject to the Board President's authority to regulate the conduct of the meeting.

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

[Utah Code § 53G-7-208\(3\)\(a\) \(2019\)](#)

Quorum—

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

[Utah Code § 52-4-103\(11\)\(a\) \(2019\)](#)

[Utah Code § 53G-4-203\(5\) \(2019\)](#)

USBA training session for board members—

In the event the Board or any of its members meet with representatives of the Utah School Boards Association (USBA) for the purpose of receiving or participating in instruction regarding Board functions or activities, and not for the purpose of discussing or acting upon a subject over which the Board has jurisdiction, the Board is not required to comply with the Utah Open and Public Meetings Act, [Utah Code § 52-4-101 et seq.](#)

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

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

Board Meetings: Notice Requirements

Public notice of annual meeting schedule—

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

[Utah Code § 52-4-202\(2\) \(2016\)](#)

Notice of specific meetings—

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

[Utah Code § 52-4-202\(1\) \(2016\)](#)

Action limited to meeting agenda—

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

[Utah Code § 52-4-202\(6\) \(2016\)](#)

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

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

Giving notice of meeting—

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

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

2. Posting notice on the Utah Public Notice Website; and,
3. Providing notice to at least one newspaper of general circulation within the geographic jurisdiction of the public body or to a local media correspondent. (Notice to such a newspaper or local media correspondent sent pursuant to a subscription made through the Utah Public Notice Website satisfies this requirement if the notice has been timely sent.
4. The District shall also endeavor to post notice of Board meetings on the District's web site at least 24 hours in advance of the meeting.
[The statute does not require districts to provide this type of notice and requires districts to post notice on the State notice website. Therefore, in enacting its own policy, a district may decide whether or not to include this optional provision.]
5. Notice of each Board meeting shall also be given to each interested mayor or interested county executive (or their designee). An "interested mayor" is the mayor of a municipality that is partly or entirely within the boundaries of the school district. An "interested county executive" is the county executive or county manager of a county with unincorporated area within the boundaries of the school district. This notice shall be provided by mail, email, or other effective means agreed to by the person to receive notice.

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

Emergency meeting—

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

[Utah Code § 52-4-202\(5\) \(2016\)](#)

Annual budget meeting notice—

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

1. Publish the required newspaper advertisement and/or electronic newspaper advertisement (see [Utah Code § 45-1-101 \(2019\)](#)) and the required Utah Public Notice Website advertisement at least ten days before the day on which the hearing is held
 - a. The public hearing notice will include information on how the public may access the proposed budget.

2. File a copy of the proposed budget with the Board’s business administrator for public inspection; and
3. Post a copy of the proposed budget on the District’s Internet website.
4. In addition, if the proposed budget includes a tax rate in excess of the certified tax rate, or if the Board meeting is required to consider whether to adopt a tax rate in excess of the certified tax rate, the Board shall provide the notices and schedule the meeting as required by [Utah Code § 59-2-919](#).

[Utah Code § 53G-7-303\(3\) \(2019\)](#)

[Utah Code § 53F-8-201\(3\) \(2019\)](#)

[Utah Code § 59-2-919 \(2019\)](#)

Bond or tax increase election hearing notice—

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

1. On the Statewide Electronic Voter Information Website for 30 consecutive days before the election on the proposition;
2. On the District’s website in a prominent place for 30 consecutive days before the election on the proposition;
3. If the District publishes a newsletter or other periodical, in the next scheduled edition before the election on the proposition.

[Utah Code § 59-1-1604\(6\) \(2016\)](#)

[Utah Code § 59-1-1605 \(2016\)](#)

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

[Utah Code § 59-1-1605\(3\)\(b\) \(2016\)](#)

Bond issuance hearing notice—

In addition to complying with the aforementioned public notice requirements, if the Board is meeting to consider authorizing issuance of bonds under the Local Government Bonding Act, it shall publish notice of the intent to issue bonds in the newspaper and on the Utah Public Notice Website at least 14 days in advance of the public hearing on the bond issuance as required by Utah Code Ann. § 11-14-318. The notice shall give notice that the hearing will be held to receive input from the public respecting the issuance of the bonds and the potential economic impact that the proposed improvement, facility, or property that the bonds will fund will have on the private sector.

[Utah Code § 11-14-318 \(2009\)](#)

Budget appropriation increase meeting notice—

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

[Utah Code § 53G-7-305\(7\)\(b\) \(2019\)](#)

School closure or boundary change hearing notice—

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

[Utah Code § 53G-4-402\(21\) \(2019\)](#)

~~**School closure or boundary change hearing notice—**~~

~~In addition to complying with the aforementioned public notice requirements, if the Board meeting is a public hearing regarding closing one or more schools or changing the attendance area boundaries for one or more schools, the notice of the meeting shall indicate the school or schools under consideration for closure or boundary change and, at least ten days before the meeting shall be:~~

- ~~1. Published in a newspaper of general circulation in the area and on the Utah Public Notice Website; and~~
- ~~2. Posted either in at least three public locations within the municipality or municipalities affected or on the District's official website.~~

Board member compensation hearing notice—

Beginning July 1, 2007, in addition to meeting the aforementioned public notice requirements, if the Board is meeting to consider adopting a new Board member compensation schedule or schedules, or to consider amending an existing compensation schedule or schedules, the notice of the meeting with public hearing shall be given at least seven days prior to the meeting by:

1. Publishing the notice at least once in a newspaper published in the county where the District is situated and which is also generally circulated within the District, and publishing notice on the Utah Public Notice Website;
2. Posting the notice:
 - a. At each school in the District
 - b. In at least three other public places within the District; and

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

[Utah Code § 53G-4-204\(3\) \(2019\)](#)

School Closures and Boundary Changes

Notice of Possible Closure or Boundary Change—

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

[Utah Code § 53G-4-402\(21\)\(a\)\(i\) \(2019\)](#)

Hearings on Closure or Boundary Change—

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

[Utah Code § 53G-4-402\(21\)\(a\)\(ii\) \(2019\)](#)

[Utah Code § 10-9a-103\(50\) \(2019\)](#)

Notice of Hearings on Closure or Boundary Change—

In addition to meeting the other requirements for notice of a public meeting as set out in Policy BEA, and in addition to the 120-day notice described above, the Board shall give notice of each public hearing on a proposed school closure or boundary change. The notice shall indicate the school or schools under consideration for closure or boundary change and state the date, time, and location of the public hearing. This notice shall be provided at least 30 days before the date of the hearing to the parents and public officials who were required to receive the 120-day notice described above. At least 10 days before the hearing, this notice shall also be published in a newspaper of general circulation in the area, posted on the Utah Public Notice Website, posted in at least three public locations within the municipality in which the school is located, posted on the District's official website, and posted prominently at the school or schools affected.

[Utah Code § 53G-4-402\(21\)\(b\) \(2019\)](#)

Charter Schools: Charter School Sponsorships

Sponsorship of Charter Schools—

The Utah ~~State~~ Legislature has authorized school districts to contract with individuals and entities to sponsor charter schools within the district's boundaries, whether the charter school is converted from an existing district school or is a new school. This policy establishes the Board's procedures for approval and amendment of charter agreements, expansion of charter schools, and establishment of replication or satellite charter schools. The application approval process must be submitted to and approved by the State Board of Education before new charter schools may be approved for or after the 2021-2022 school year. It also establishes procedures for oversight of charter schools authorized by the Board. The remediation policy established herein shall be submitted to the State Board of Education by January 1, 2020.

Utah Code § 53G-5-305(1) (2019)
Utah Admin. Rules R277-552-2(2), (5) (January 9, 2019)
Utah Admin. Rules R277-553-3(1) (January 9, 2019)

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~~Acceptance of Applications Process~~ for Charter School ~~Status~~ Authorization—

The Board hereby elects to receive applications from individuals and organizations for the Board to establish ~~authorize~~ charter schools within the boundaries of the District. The requirements and process for obtaining Board authorization are set forth in this policy. ~~An application for a charter school sponsored by the District should address each of the issues which are required to be included in the charter. To be approved by the Board, a proposed charter school at a minimum must serve at least _____ students, must meet the curriculum standards established by the State Board of Education, and must meet the minimum financial standards established by the State Board of Education.~~

Utah Code § 53G-5-305(8) (2019)

Application to Convert an Existing Public School to a Charter School—

With the necessary authorization, the principal, teachers, or parents of students at an existing District school may submit an application to the Board to convert all or part of the school to a charter school. Before an application to convert the entire school may be submitted, a petition approving that application must be signed by at least two-thirds of the licensed educators employed at the school and by at least two-thirds of the parents ~~or guardians~~ of students enrolled at the school. A petition approving an application to convert a portion of the school must be approved by a majority of the licensed educators employed at the school and a majority of the parents or guardians of students enrolled at the school.

Before the Board may approve a conversion application, it must determine that the students opting not to attend the proposed converted school would have

access to a comparable public education alternative and that current teachers who choose not to teach at the converted school would receive a first preference for transfer to open teaching positions for which they qualify within the District or that applicable policy or agreements regarding staff reduction would apply.

[Utah Code § 53G-5-305\(1\)\(b\) \(2019\)](#)

Contents of Application—

An application requesting the Board to authorize a charter school shall include the following with regard to the proposed school:

1. The purpose and mission of the school;
2. A description of the governance structure of the school, including:
 - a. A list of the charter school governing board members describing the qualifications of each member and
 - b. An assurance that the applicant shall, within 30 days of authorization, complete a background check for each governing board member consistent with Utah Code § 53G-5-408;
3. A description of the target population of the school that includes:
 - a. The projected maximum number of students the school proposes to enroll;
 - b. The projected school enrollment for each of the first three years of school operation; and
 - c. The ages or grade levels the school proposes to serve;
4. Academic goals;
5. Qualifications and policies for school employees, including policies that:
 - a. Comply with the criminal background check requirements described in Utah Code § 53G-5-408;
 - b. Require employee evaluations;
 - c. Address employment of relatives within the charter school; and
 - d. Address human resource management and ensure that:
 - i. At least one of the school's employees or another person is assigned human resource management duties, as defined in Utah Code § 17B-1-805; and
 - ii. That this assigned person receives human resource management training, as defined in Utah Code § 17B-1-805;
6. A description of how the charter school will provide special education and related services (as required by federal law);
7. If the proposed charter school is a public school converting to a charter status, arrangements for:

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- a. Students who choose not to continue attending the charter school; and
- b. Teachers who choose not to continue teaching at the charter school;
- 8. A statement that describes the plan for establishing the charter school's facilities, including:
 - a. Whether the school intends to lease or purchase the school's facilities; and
 - b. Financing arrangements;
- 9. A market analysis of the community the school plans to serve;
- 10. A business plan;
- 11. A description of the school's proposed curriculum, instructional program, and instructional delivery methods;
- 12. The proposed methods for assessing whether students are reaching academic goals (which at a minimum shall include administering the statewide assessments described in Utah Code § 53E-4-301);
- 13. A proposed calendar;
- 14. Sample policies;
- 15. A description of opportunities for parental involvement;
- 16. A description of any administrative, supervisory, or other proposed services that may be obtained through service providers;
- 17. Other information that demonstrates an applicant's ability to establish and operate a charter school;
- 18. The proposed pre-operational plan, including proposed implementation of required policies, student data systems, reporting, and financial management;
- 19. Other identified major issues involving the establishment and operation of the school;
- 20. A proposed charter agreement; and
- 21. The signatures of the charter school governing board members.

Utah Code § 53G-5-302(2), (3) (2019)

Contents of ~~Proposed~~ Charter Agreement—

An approved charter agreement is a contract between the charter school applicant and the Board of Education which describes the rights and responsibilities of the applicant and the Board of Education and when approved allows for the operation of the proposed charter school. To be approved by the Board, a proposed charter agreement must include each of the following components and do so in a manner satisfactory to the Board:

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1. The name of the ~~proposed~~ charter school and the name of the charter school applicant;
2. The mission statement and purpose of the ~~proposed~~ charter school;
3. The ~~charter school's proposed~~ opening date ~~of the proposed charter school~~;
4. The grade levels ~~to be the charter school will served by the proposed charter school~~;
5. The maximum number of students to be served by the school or by all satellite schools (subject to [Utah Code § 53G-6-504](#));
6. A description of the structure of the ~~proposed~~ charter school's governing board, including the number of board members, how members of the board are appointed, and the terms of office of board members;
7. Assurances that:
 - a. The charter school's governing board shall comply with the charter school's bylaws and articles of incorporation and applicable federal and state law and State Board of Education rules;
 - b. The charter school's governing board will meet all reporting requirements ~~applicable to public schools described in Utah Code § 53G-5-404~~; and
 - c. That except as provided for under the Charter School Credit Enhancement Program ([Title 53G, Chapter 5, Part 6](#)), neither the Board of Education nor the State or any agency of the State is liable for the debts or financial obligations of the charter school or a person who operates the charter school;
8. Which administrative rules the State Board of Education will waive for the charter school;
9. The minimum financial standards for operating the charter school;
10. The minimum standards for student achievement ~~at the charter school~~; ~~and~~
 11. ~~The mission and educational goals of the school, the curriculum offered, and the methods of assessing whether students are meeting educational goals~~;
 12. ~~How the school will provide adequate liability and other appropriate insurance for the school, its governing body, and its employees, including its ability to participate in the state's risk management program~~;
 13. ~~The proposed school calendar, including the length of the school day and school year~~;
 14. ~~The physical facility in which the school will be housed, if known at the time the charter is signed~~;

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~~15. The qualifications to be required of the teachers, which shall include undergoing a criminal background check;~~

~~16. The school's intentions regarding creation of or access to library facilities;~~

~~17. A description of the school administrative and supervisory services;~~

~~18. The school's policies and procedures regarding employee evaluation and employment of relatives; and~~

~~19-11.~~ The signatures of the charter school's governing board members and (upon approval by the Board) the signature of the president of the Board of Education.

[Utah Code § 53G-5-303 \(2019\)](#)

Upon approval of the charter agreement and execution by both the charter school's governing board and by the Board, the Board shall maintain the original and official copy of the charter agreement.

[Utah Admin. Rules R277-552-2\(7\) \(January 9, 2019\)](#)

Application Review—

Upon receipt of an application for authorization of a new charter school, the Board, or a committee established by the Board, shall review the application and evaluate:

1. The proposed governing board, including:

a. Reviewing the resumes of and background information of proposed governing board members; and

b. Conducting a capacity interview of the proposed governing board;

2. The school's financial viability, including:

a. Reviewing and assessing the submitted market analysis;

b. Anticipated enrollment; and

c. Anticipated and break-even budgets;

3. The school's academic program and academic standards by which the Board will hold the school accountable;

4. The school's proposed pre-operational plan, including implementation of:

a. required policies;

b. student data systems;

c. reporting; and

d. financial management; and

5. The school's plan for pre-operational and other trainings.

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The Board or committee evaluating the application shall also solicit and consider feedback from existing schools and parent groups within the District and in particular in the area where the proposed charter school will be located.

Utah Admin. Rules R277-552-2(8), (9) (January 9, 2019)

Acceptance or Rejection of Application—

The Board shall act to accept or reject the application for charter school status within forty-five (45) days after initial submission.

If the Board rejects the application, it shall state in writing the specific reasons for rejection.

A rejected applicant may modify its application and resubmit for reconsideration by the Board or may appeal the denial under the procedure set out below.

Utah Code § 53G-5-305(3) (20198)

Funding Requirements—

After an application has been approved, in order to receive state start-up funds, the charter school shall sign the approved charter agreement (including academic goals) with the Board and shall demonstrate to the Board's satisfaction that it has completed all financial identifying documents and completed background checks for each governing board member. The Board shall then certify the completion of these requirements to the State Board of Education.

Utah Admin. Rules R277-552-3(2) (January 9, 2019)

In addition, in order to receive state funds for operation, the charter school shall, no later than June 1 prior to the school's first operational year, demonstrate to the Board's satisfaction that:

1. The school's governing board has adopted all policies required by statute or State Board of Education rule, including a draft special education policies and procedures manual;
2. The school's governing board has adopted an annual calendar in an open meeting and has submitted the calendar to the State Superintendent;
3. The Board has received the school's facility contract as required by Utah Code § 53G-5-404(9);
4. The school's building is on track to be completed prior to occupancy and that
 - a. If the facility is a new facility or an existing facility requiring major renovation, the construction was commenced no later than January 1 of the year the school is scheduled to open; or
 - b. If the facility is one which requires only minimal renovation, the school has entered into an agreement for such renovation no later than May 1 of the year the school is scheduled to open;

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- 5. Either:
 - a. The school has hired an executive director and a business administrator; or
 - b. The school governing board has both designated an executive director or business administrator employed by a third party and has also established policies regarding the school's supervision of third-party contractors;
- 6. The school's enrollment is on track to be sufficient to meet its financial obligations and implement the charter school agreement;
- 7. The school has an approved student data system that has successfully communicated with UTREx, including meeting the compatibility requirements of Utah Admin. Rules R277-484-5(3); and
- 8. The school has a functional accounting system.

Upon determining that the charter school has met each of these requirements, the Board shall certify that completion to the State Board of Education so that the school can receive state funding. The District shall maintain documentation of the review and evaluation of these requirements.

Utah Admin. Rules R277-552-3(3), (4) (January 9, 2019)

Charter School Website Requirements—

Each charter school shall establish and maintain an operative and readily accessible website which contains the following information:

- 1. The school's governance structure, including the name, qualifications, and contact information of all governing board members;
- 2. The number of new students that will be admitted into the school;
- 3. The school calendar, which shall include:
 - a. the first and last days of school;
 - b. scheduled holidays;
 - c. scheduled professional development days; and
 - d. scheduled non-school days;
- 4. timelines for acceptance of new students consistent with Utah Code § 53G-6-503;
- 5. the requirement and availability of a charter school student application;
- 6. the application timeline to be considered for enrollment in the school;
- 7. procedures for transferring to or from a charter school;
- 8. timelines for a transfer;

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- 9. provisions for payment, if required, of a one-time fee per secondary school enrollment, not to exceed \$5.00, consistent with Utah Code § 53G-6-503(9);
- 10. the policies of the governing board; and
- 11. other items required by the Board, statute, and State Board rule.

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Utah Admin. Rules R277-551-5(1) (January 9, 2019)

The school's website shall be operative at least 180 days before the proposed opening date of the school and shall continue to be maintained by the school.

Utah Admin. Rules R277-551-5(3) (January 9, 2019)

Charter Amendment Process—

An "amendment" is a change or addition to a charter agreement. A charter school authorized by the Board may request that the Board agree to an amendment. Such request shall be in writing and shall clearly identify each provision of the agreement sought to be changed, setting forth the existing provision and showing all changes to be made. It shall also clearly identify each addition to be made in the amendment. The request shall also explain the need or reason for the proposed amendment and the benefits to be obtained through the amendment.

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Upon receipt of the request for amendment, the Board shall evaluate the proposed changes and determine whether the agreement as amended would continue to satisfy all requirements for a charter agreement. The Board shall also determine whether allowing the amendment is appropriate, considering the interests of the students served by the school and the other students and schools of the District.

The Board shall act to accept or reject the proposed amendment within forty-five (45) days after submission. If the Board rejects the request, it shall state in writing the specific reasons for rejection.

Utah Admin. Rules R277-550-2(1) (January 9, 2019)

Utah Admin. Rules R277-552-4 (January 9, 2019)

Charter School Expansion Requests—

An "expansion" is an increase in the number of grade levels offered by a charter school or an increase in the number of students for which the school is authorized to receive funding. A charter school authorized by the Board may request approval to expand if the school is fully compliant with federal and state law and regulations and with the school's charter agreement and if the charter agreement provides for expansion consistent with the request or if as part of the expansion request the school also formally requests and obtains Board approval to amend the charter agreement to allow the expansion. (The amendment request and expansion request may be submitted and considered at the same time.) The request shall be made in writing and shall address each of the factors (set forth in the following section) that the Board will consider in reviewing the request.

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Utah Admin. Rules R277-550-2(7) (January 9, 2019)

Utah Admin. Rules R277-552-5(1), (6) (January 9, 2019)

In deciding whether to permit the requested expansion, the Board shall consider:

1. The amount of time the school has operated successfully meeting the terms of its charter agreement;
2. Two years of academic performance data of students at the school, including whether the school is performing at or above:
 - a. The academic goals established in the charter agreement; and
 - b. The average academic performance of other District and charter schools in the area, or (for schools targeting specific populations) schools with similar demographics;
3. The financial position of the school, as evidenced by the school's financial records, including the school's:
 - a. Most recent annual financial report;
 - b. Annual program report; and
 - c. Audited financial statement;
4. Whether the school has a waiting list for enrollment;
5. Adequacy of the school's facility;
6. Any student safety issues; and
7. The school's ability to meet state and federal reporting requirements, including whether the school has regularly met State Board reporting deadlines.

Utah Admin. Rules R277-552-5(4) (January 9, 2019)

Upon receipt of the request for expansion, the Board shall evaluate the proposed expansion and determine whether all requirements for expansion are met and whether, in view of the factors set forth above, the expansion should be granted.

The Board shall act to approve or reject the proposed expansion within forty-five (45) days after submission. If the Board rejects the request, it shall state in writing the specific reasons for rejection.

If the Board approves the request, it shall by October 1 of the state fiscal year prior to the intended expansion date provide to the State Superintendent the total number of students by grade that the charter school is authorized to enroll.

Utah Admin. Rules R277-552-5(3) (January 9, 2019)

Request for Replication or Satellite School—

A "replication school" is a charter school affiliated with an existing charter school authorized by the Board which has the same governing board as the existing school, has a similar program of instruction as the existing school, but is located at a

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different site or in a different geographical location than the existing school. A "satellite school" is the same as a "replication school" except that it has a different program of instruction or serves different grades than the existing school.

Utah Admin. Rules R277-550-2(11), (14) (January 9, 2019)

A charter school authorized by the Board may request approval of a replication school or a satellite school if:

1. The school is fully compliant with federal and state law and regulations and with the school's charter agreement;
2. The school has operated successfully for at least three years meeting the terms of its charter agreement;
3. The students at the school are performing on standardized assessments at or above the academic goals in the charter agreement, or, if there are no such goals in the charter agreement, are performing at or above surrounding schools;
4. The school has adequate qualified administrators and staff to meet the needs of the proposed student population at the replication or satellite charter school;
5. The school provides any additional information or documentation requested by the Board; and
6. The school is in good standing with the Board.

Utah Admin. Rules R277-552-6(2) (January 9, 2019)

The request shall be made in writing and shall demonstrate satisfaction of each of the requirements for making the request (set forth above). In determining whether to grant the request, the Board will review and consider the existing school's:

1. Educational services, assessment, and curriculum;
2. Governing board's capacity to manage multiple campuses; and
3. Financial viability.

Utah Admin. Rules R277-552-6(3) (January 9, 2019)

The Board shall act to approve or reject the proposed additional school within forty-five (45) days after submission. If the Board rejects the request, it shall state in writing the specific reasons for rejection.

If the Board approves the request, it shall by October 1 of the state fiscal year prior to the intended expansion date provide to the State Superintendent the total number of students by grade that the charter school is authorized to enroll.

Utah Admin. Rules R277-552-6(7)

Accountability and Review—

The Board shall annually review and evaluate the performance of each of its authorized charter schools, including requiring each school to comply with its charter

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agreement and comply with statute and State Board rule. The annual review shall include and shall document matters specific to effective charter school operation, including financial performance, academic performance, enrollment, and governing board performance. With respect to the first year of a charter school's operation, the review shall include at least one visit to the school to ensure adherence to implementation of the charter agreement and to establish a review process for the school. Subsequent reviews shall include visits as determined in the review process. Following review visits, the Board shall provide the school a written report which sets forth the school's strengths, deficiencies, any proposed corrective actions, and the time for completing those corrective actions.

Utah Admin. Rules R277-553-2(1), (2), (3) (January 9, 2019)

For each of its authorized charter schools, the Board shall, at least once every five years, conduct and document a comprehensive review of the school's governing board's performance and of the charter agreement.

Utah Admin. Rules R277-553-2(4) (January 9, 2019)

Upon becoming aware of any claim of fraud or misuse of public assets by one of its authorized charter schools, the Board shall notify the State Superintendent of the claim and shall coordinate the investigation of the claim with the State Superintendent.

Utah Admin. Rules R277-553-2(2)(d), (e) (January 9, 2019)

The Board shall coordinate with the State Superintendent in its regular review and monitoring of its charter schools.

Utah Admin. Rules R277-553-2(5) (January 9, 2019)

Utah Code § 53G-5-205(2) (2019)

~~As required by State Board of Education regulations, an authorized representative or representatives of the Board shall visit and inspect the charter school at least once within the first year of its operation. An authorized representative or representatives of the Board shall visit and inspect the charter school thereafter as determined during the approval process. The Board shall provide the charter school with a written report regarding each visit and inspection which sets forth any identified strengths, deficiencies, required corrective actions, and timelines for corrective action, as applicable. Deficiencies are matters where the charter school is in violation of Utah Code § 53G-5-404 or with other governing law, is not satisfying financial, academic, or operational obligations in its charter agreement, or is not providing required documentation after receiving a notice of noncompliance.~~

~~The Board may also issue a written notice of noncompliance to a charter school if the charter school does not meet standards described in its charter agreement or Board standards due to a significant structural or organizational problem, or if the school fails to follow its charter agreement, or if the school violates any law or regulation. This notice may be accompanied by suggestions or a plan for~~

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~~compliance. The Board shall send a copy of the notice of noncompliance to the State Charter School Board.~~

~~In evaluating the school's performance, the Board may use data and information including, but not limited to, the school's annual financial audit report, statutorily required reports from the school, or reports required in the school's charter. However, the Board may not impose performance standards which are not permitted by statute and which limit, infringe, or prohibit the charter school's ability to successfully accomplish the statutory purposes of charter schools outlined in Utah Code § 53G-5-104 or as otherwise provided for by law.~~

~~The Board shall notify the State Board of Education within 20 days of any charter school deficiencies that initiate direction from the Board to the charter school for corrective action.~~

~~Utah Code § 53G-5-404 (2018)
Utah Admin. Rules R277-481-5 (February/August 7, 2014)~~

Remediation of Deficiencies—

The Board's notice to a charter school of deficiencies, required corrective action, and the time for completing corrective action shall also inform the charter school that it has a reasonable time to remedy the deficiency. (This does not apply in cases where immediate termination of the school's charter agreement is appropriate.)

If the charter school fails to remedy the deficiency or deficiencies within the established time-line, then the Board shall place the school on probation for an appropriate time which may be up to one year. Upon placing a school on probation, the Board shall establish a written plan which may:

1. Outlines those provisions in the charter agreement, applicable laws, or rules and regulations with which the school is not in compliance~~Remove a charter school director or finance officer;~~
2. Sets forth the terms, conditions, and timeline that the school shall follow in order to be removed from probation and~~Remove a governing board member;~~
- ~~3. Includes a plan for further remedial action if the school fails to comply with the terms of the~~Appoint an interim director or mentor to work with the charter school, to be paid from charter school funds; or
- ~~4.3. Subject to the procedure set forth below, terminate the school's charter.~~

~~Utah Code § 53G-5-501(2), (3) (2018)
Utah Admin. Rules R277-553-3(3), (4) (January 9, 2019)~~

The Board shall give written notice of probationary terms imposed on a charter school to the State Superintendent within 30 days.

~~Utah Admin. Rules R277-553-3(10) January 9, 2019)~~

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If the school complies with the terms of the written probation plan within the established timeline, the Board shall remove the school from probation. The school request a single extension of no more than 6 months to comply with the plan. The Board may in its discretion grant or deny an extension request. While on probation, a school may seek technical assistance from the Board or District in remedying deficiencies. If the school fails to satisfy the probation requirements within the time allowed, the Board shall propose to terminate the school's charter agreement.

Utah Admin. Rules R277-553-3(5), (6), (7) (January 9, 2019)

At any time during probation, for good cause, or if the health, safety, or welfare of the students at the school is threatened, the Board may immediately terminate the school's charter agreement.

Utah Admin. Rules R277-553-3(9) (January 9, 2019)

Remediation of Financial or Safety Deficiencies—

Upon receiving credible information of charter school financial mismanagement or fraud, or a threat to the health, safety, or welfare of students, the Board shall direct an independent review or monitoring, as appropriate, in coordination with the State Superintendent. The Board may also direct a charter school governing board or the charter school administration to take reasonable action to protect students or state or federal funds consistent with Utah Code § 53G-5-503.

Utah Admin. Rules R277-553-6(1), (2) (January 9, 2019)

Upon receipt of findings documenting a threat to the health, welfare, or safety of a school, the Board may:

1. Recommend that the State Superintendent impose corrective action against the school in accordance with Utah Admin. Rules R277-114;
2. Take immediate or subsequent corrective action with charter school governing board members or employees who are responsible for deficiencies consistent with Utah Code § 53G-5-501;
3. Identify a remediation team to work with the school; or
4. Immediately terminate the school's charter agreement in accordance with Utah Code § 53G-5-503(5).

Utah Admin. Rules R277-553-6(3) (January 9, 2019)

Upon receipt of findings documenting financial mismanagement or fraud by a charter school, the Board shall coordinate appropriate corrective action with the State Superintendent.

Utah Admin. Rules R277-553-6(4) (January 9, 2019)

The Board may exercise flexibility for good cause in making a recommendation regarding an identified deficiency.

Utah Admin. Rules R277-553-6(5) (January 9, 2019)

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Termination of Charter School Status—

The Board may terminate [its agreement with](#) a charter school that it sponsors for the following reasons:

1. Failure to meet the requirements stated in its charter;
2. Failure to meet generally accepted standards of fiscal management;
3. Failure to provide adequate liability and other appropriate insurance;
- ~~4.~~ [Subject to space being available for students in other public schools, for failure to make adequate yearly progress under the No Child Left Behind Act under the circumstances that local districts are required to implement alternative educational arrangements under that law;](#)
- ~~5.~~ Designation of the school as a low performing school under the School Turnaround and Leadership Development Act; [and](#)
- ~~6.~~ ~~4.~~ [Failure to improve the school's grade under the conditions described in the School Turnaround and Leadership Development Act;](#)
- ~~7.~~ ~~5.~~ [Violation of law, including but not limited to violation of the requirements to](#)
 - a. Submit an annual progress report to the Board of Education stating:
 - i. The school's progress toward achieving its goals set forth in its charter; and
 - ii. Financial records of the school, including revenues, expenditures, and employee salary and benefit levels.
 - b. Be non-sectarian in its programs, admission policies, employment practices and operations;
 - c. Not charge tuition or fees except those normally charged by public schools;
 - d. Not employ an educator whose license has been suspended or revoked by the State Board of Education;
 - e. Meet all applicable health, safety, and civil rights requirements;
 - [f.](#) Submit all annual reports required of public schools, including an annual audited financial report;
 - ~~f.~~ ~~g.~~ [Meet the data and reporting standards of Utah Code § 53E-3-501;](#)
 - ~~g.~~ ~~h.~~ [Not advocate unlawful conduct; or,](#)
- ~~8.~~ ~~6.~~ [Other good cause shown.](#)
[Utah Code § 53G-5-503\(1\) \(2019\)](#)
[Utah Code § 53G-5-404\(1\), \(4\), \(6\), \(8\), \(10\) \(2019\)](#)

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Procedure for Termination of Charter Agreement—

If the Board determines that the charter agreement of a school it sponsors should be terminated, then the following procedure shall apply:

1. The Board shall notify the charter’s school governing board in writing of the proposed termination and the grounds for termination. This notice shall also inform the school governing board that it may in writing request an informal hearing before the Board regarding the proposed termination.
2. If the school governing board requests a hearing, the Board shall conduct that hearing within 30 days of receiving the request. The hearing shall be conducted under the informal hearing procedures of the Utah Administrative Procedures Act.
3. If following the hearing the Board by majority vote determines to terminate the charter agreement, the school governing body may appeal that decision to the State Board of Education.
4. Notice of the vote to terminate the charter agreement shall be provided to the State Superintendent.

Utah Code § 53G-5-503(2) (2019)

~~3.~~ Utah Admin. Rules R277-553-3(9), (11) (January 9, 2019)

Notwithstanding the above, the Board may terminate a charter agreement immediately if good cause therefore is shown or if the health, safety, or welfare of the students at the charter school is threatened, except as provided below for schools with qualifying outstanding bonds.

Utah Code § 53G-5-503(2), (5) (2019)

Procedures Applicable to Charter Schools With Outstanding Bonds—

The procedures for remedying deficiencies and for terminating a charter school’s charter agreement are modified where the school has outstanding bonds issued under the Charter School Credit Enhancement Program, as follows.

The notice of deficiencies shall also be given to the Utah Charter School Finance Authority. The Board must also give notice to that agency before it may take one of the actions other than termination. Where the Board seeks to terminate the school’s charter agreement, the notice of proposed termination and grounds for termination is also provided to the Utah Charter School Finance Authority. The hearing on termination is held at least 120 days after the notice is given to the Authority and the charter school governing board (rather than 30 days). Before the hearing is held, the Authority will meet with the Board to determine whether the deficiency may be remedied in lieu of termination of the charter agreement. If after the hearing the Board votes to terminate the charter agreement, termination nevertheless may not be effected without the agreement of the Authority. Similarly,

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where immediate termination of a charter [agreement](#) might be appropriate, such termination cannot be effected without the agreement of the Authority.

[Utah Code § 53G-5-501\(1\)\(b\), \(4\) \(2019\)](#)
[Utah Code § 53G-5-503\(2\)\(a\)\(ii\), \(2\)\(e\), \(3\) \(2019\)](#)

Appeals from Board Actions—

Subject to and pursuant to the rules and procedures established by the State Board of Education, the following actions may be appealed to the State Board:

1. Termination of a charter [agreement](#);
2. Denial of proposed amendments to a charter [agreement](#);
3. Denial or withholding of funds from the charter school governing board; and
4. Denial of a charter application.

In taking any of these actions, the Board shall provide written notice to the charter school governing board chair or authorized agent of the action and of appeal rights and timelines. (An appeal must be submitted to the State Superintendent within 14 calendar days of the challenged action.) The Board shall also post information about the appeals process on its website and shall provide training to charter school governing board members and authorized agents regarding the appeals process.

[Utah Admin. Rules R277-481-8 \(February/August 7, 2014\)](#)
[Utah Admin. Rules R277-553-7\(1\), \(2\), \(3\) \(January 9, 2019\)](#)

School Operation Following Termination—

If a charter [agreement](#) is terminated, then the District may either assume management and operation of the charter school or may upon application permit the governing board of another charter school or a private management company to operate the school.

[Utah Code § 53G-5-503\(6\) \(2019\)](#)

Request for Expansion—

~~—If a charter school requests permission to expand, the Board of Education shall consider the following factors in considering whether to approve the request:~~

- ~~1. the amount of time the charter school has operated successfully meeting the terms of its charter agreement, giving preference to schools that have been successfully operated for three years or more;~~
- ~~2. the academic performance data of students at the charter school, giving preference to charter schools with students who are performing on standardized assessments at or above:~~
 - ~~a. the standard established in the charter school's charter agreement; and~~

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- ~~b. the average academic performance of other district and charter schools in the area;~~
- ~~3. the financial position of the charter school, as evidenced by the charter school's financial records, including the charter school's:
 - ~~a. most recent annual financial report (AFR);~~
 - ~~b. annual program report (APR); and~~
 - ~~c. audited financial statement;~~~~
- ~~4. whether the charter school has a waiting list for enrollment;~~
- ~~5. adequacy of the charter school's facility;~~
- ~~6. impact to local government entities, including the information described in Section 53E-3-710;~~
- ~~7. any student safety issues; and~~
- ~~8. ability to meet state and federal reporting requirements, including whether the charter school has regularly met State Board of Education reporting deadlines.~~

The charter school's request for expansion shall address and provide information on each of the foregoing factors.

Utah Admin. Rules R277-482-7(5), (6) (April 9, 2018)

~~Request to Open Satellite School—~~

~~If a charter school requests permission to open a satellite school, the Board of Education shall consider the following factors in considering whether to approve the request:~~

- ~~1. the amount of time the charter school has operated successfully meeting the terms of its charter agreement;~~
- ~~2. the academic performance data of students at the charter school, giving preference to charter schools with students who are performing on standardized assessments at or above:
 - ~~a. the standard established in the charter school's charter agreement; and~~
 - ~~b. the average academic performance of other district and charter schools in the area;~~~~
- ~~3. the financial position of the charter school, as evidenced by the charter school's financial records, including the charter school's:
 - ~~a. most recent annual financial report (AFR);~~
 - ~~b. annual program report (APR); and~~
 - ~~c. audited financial statement;~~~~

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- ~~4. any student safety issues;~~
- ~~5. whether the charter school has a waiting list for enrollment;~~
- ~~6. the charter school's governing board performance and capacity to open and operate a satellite campus;~~
- ~~7. adequacy of the satellite charter school's facility;~~
- ~~8. impact to local government entities, including the information described in Section 53E-3-710; and~~
- ~~9. ability to meet state and federal reporting requirements, including whether the charter school has regularly met State Board of Education reporting deadlines.~~

The charter school's request to open a satellite school shall address and provide information on each of the foregoing factors.

~~Utah Admin. Rules R277-482-8(5), (6) (April 9, 2018)~~

District Annual Reports

Fiscal year—

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

[Utah Code § 53G-4-403\(1\) \(2019\)](#)

Annual fiscal audit and report—

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

1. A copy of the audit report shall be submitted to the State Superintendent of Public Education by October 1.
2. After any necessary audit adjustments are made to the audit report and verified by the auditor or auditors, the completed audit report shall be delivered to the State Superintendent of Public Education by November 30.
3. A copy of the completed audit report shall be filed with the State Auditor no later than December 31.

[Utah Code § 51-2a-102 \(2017\)](#)

[Utah Code § 51-2a-201\(1\) \(2017\)](#)

[Utah Code § 51-2a-202 \(2019\)](#)

[Utah Code § 53G-4-404 \(2019\)](#)

[Utah Admin. Rules R277-113-5\(4\) \(June 22, 2018\)](#)

Other statistical and financial reports—

The District shall forward statistical and financial reports for the preceding school year, containing items required by law or by the State Board of Education, to the State Superintendent at the times and in the forms and containing the information required by the State Board of Education.

[Utah Code § 53G-4-403 \(2019\)](#)

[Utah Code § 53G-4-404 \(2019\)](#)

[Utah Admin. Rules R277-484-1 \(August 7, 2017\)](#)

[Utah Admin. Rules R277-484-3 \(August 7, 2017\)](#)

Annual letter of assurances—

Unless authorization for later submission has been obtained from the State Board of Education, **by July 1 of each year, the Board shall send the State Superintendent of Public Education the Board's responses to the assurance document and other compliance forms. The Board's assurance document shall contain a signed attestation by the appropriate authority attesting to the accuracy and validity of all responses and assurances provided by the District.**

Created:
Modified: 18 January 2019

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[Utah Admin. Rules R277-108-3 \(November 29, 2018\)](#)
[Utah Admin. Rules R277-108-5 \(November 29, 2018\)](#)
[Utah Admin. Rules R277-108-6 \(November 29, 2018\)](#)

Procurement: Awarding Contracts by Request for Proposals

Definitions—

- “Design-build” means the procurement of design professional services and construction by the use of a single contract with the design-build provider.
- “Service” means labor, effort, or work to produce a result that is beneficial to a procurement unit and includes a professional service. “Service” does not include labor, effort, or work provided under an employment agreement or a collective bargaining agreement.
- “Professional service” means labor, effort, or work that requires an elevated degree of specialized knowledge and discretion, including labor, effort, or work in the field of (a) accounting, (b) administrative law judge service, (c) architecture, (d) construction design and management, (e) engineering, (f) financial services, (g) information technology, (h) law, (i) medicine, (j) psychiatry, or (k) underwriting.
- A “public-private partnership” means an arrangement or agreement between a procurement unit and one or more contractors to provide for a public need through the development or operation of a project in which the contractor or contractors share with the procurement unit the responsibility or risk of developing, owning, maintaining, financing, or operating the project.

[Utah Code § 63G-6a-103\(298\), \(61\), \(68\), \(79\) \(20198\)](#)

Request for Proposals—

The District may use the request for proposals procurement process in accordance with rules of the Utah Procurement Policy Board. The request for proposals procurement process is appropriate for use in selecting the proposal that provides the best value or which is the most advantageous to the District, including when (a) the procurement involves a contract whose terms and conditions are to be negotiated in order to achieve the result which is most advantageous to the District, (b) cost is not the most important factor to be considered in making the selection that is most advantageous to the District, (c) factors apart from or in addition to cost are highly significant in making the selection that is the most advantageous to the District, or (d) the District anticipates entering into a public-private partnership. The request for proposals process is appropriate for the procurement of professional

services and for procurement of design-build or construction manager/general contractor services.

[Utah Code § 63G-6a-702 \(2017\)](#)

[Utah Code § 63G-6a-1911\(2\) \(2013\)](#)

Specifications—

The specifications for the request for proposals shall be developed according to the requirements and process set out in Policy CBA.

Request for Proposals Process—

The request for proposals procurement process begins when the District issues a request for proposals. The District shall publish a request for proposals in accordance with the notice requirements of Policy CBA.

[Utah Code § 63G-6a-703\(1\), \(3\) \(2017\)](#)

Content of request

A request for proposals shall:

- state the period of time during which a proposal will be accepted;
- describe the manner in which a proposal shall be submitted, including a description of the required format, any required forms, and how to submit price proposals;
- state the place where a proposal shall be submitted;
- to the extent practicable, include, or incorporate by reference, a full description of the procurement items sought and the full scope of work;
- include, or incorporate by reference, a description of the subjective and objective criteria that will be used to evaluate the proposal;
- include, or incorporate by reference, the standard contractual terms and conditions required by the authorized purchasing entity;
- if the request for proposals is for a construction project, require each offeror to include in the proposal a description of the offeror's company safety plan and the offeror's safety plan for the specific project that is the subject of the proposal;
- state the relative weight that will be given to each score awarded for the evaluation criteria, including cost;
- state the formula that will be used to determine the score awarded for the cost of each proposal;

- if the request for proposals will be conducted in multiple stages, as described below, include a description of the stages and the criteria, scoring, and methodology that will be used to screen offerors at each stage;
- state that best and final offers may be allowed, as provided by law and this policy, from responsible offerors who submit responsive proposals that meet minimum qualifications, evaluation criteria, or applicable score thresholds identified in the request for proposals; and
- if applicable to the request, state that the District anticipates the procurement process to result in the District entering into a public-private partnership.

[Utah Code § 63G-6a-703\(2\) \(2017\)](#)

[Utah Admin. Rules R33-7-102\(1\) \(~~June 21, 2017~~ July 26, 2018\)](#)

[Utah Admin. Rules R33-7-103 \(~~July 26, 2018~~ June 21, 2017\)](#)

Addenda to requests for proposals

Addenda to a request for proposals may be made for the purpose of making changes to:

- (1) the scope of work;
- (2) the schedule;
- (3) the qualification requirements;
- (4) the criteria;
- (5) the weighting; or
- (6) other requirements of the request for proposals.

Addenda shall be published within a reasonable time prior to the deadline that proposals are due, to allow prospective offerors to consider the addenda in preparing proposals. Publication at least 5 calendar days prior to the deadline that proposals are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may require a shorter period of time.

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

[Utah Admin. Rules R33-7-301 \(~~July 26, 2018~~ June 21, 2017\)](#)

Evaluation criteria

Each proposal shall be evaluated using only the criteria described in the request for proposals. The criteria set forth in the request for proposals may include experience, performance ratings, inspection, testing, quality, workmanship, time, manner, or schedule of delivery, references, financial solvency, suitability for a particular purpose, management plans, cost, the offeror's willingness and capability to enter into a public-private partnership (if applicable), or other specified subjective or objective criteria. The criteria must include the existence and quality of the offeror's company safety plan and the offeror's safety plan for the specific project that is the subject of the proposal.

[Utah Code § 63G-6a-707\(1\), \(2\) \(2017\)](#)

Minimum score thresholds must be set forth in the request for proposals and clearly describe the minimum score threshold that proposals must achieve in order to advance to the next stage in the process or to be awarded a contract. Such thresholds may be based on (a) minimum scores for each evaluation category, (b) the total of each minimum score in each evaluation category based on the total points available, or (c) a combination of (a) and (b). Thresholds may not be based on a natural break in scores that was not defined and set forth in the request for proposals or on a predetermined number of offerors.

[Utah Admin. Rules R33-7-501.5 \(June 21, 2017 July 26, 2018\)](#)

Exceptions to terms and conditions

Offerors requesting exceptions and/or additions to the standard terms and conditions published in the request for proposals must include the exceptions and/or additions with the proposal response. Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered unless there is only one offeror that responds to the request for proposals, the exceptions and/or additions have been approved by the District's legal counsel, and it is determined by the Board of Education or its designee that it is not beneficial to the District to republish the request for proposals. Offerors may not submit requests for exceptions and/or additions by reference to a vendor's website or URL.

The District may refuse to negotiate exceptions and/or additions:

- (1) that are determined to be excessive;
- (2) that are inconsistent with similar contracts of the District;
- (3) to warranties, insurance, indemnification provisions that are necessary to protect the District after consultation with legal counsel;
- (4) where the request for proposals specifically prohibits exceptions and/or additions; or

(5) that are not in the best interest of the District.

If negotiations are permitted, the District may negotiate exceptions and/or additions with offerors, beginning in order with the offeror submitting the fewest exceptions and/or additions to the offeror submitting the greatest number of exceptions and/or additions. Contracts may become effective as negotiations are completed.

If, in the negotiations of exceptions and/or additions with a particular offeror, an agreement is not reached, after a reasonable amount of time, as determined by the District, the negotiations may be terminated and a contract not awarded to that offeror and the District may move to the next eligible offeror.

[Utah Admin. Rules R33-7-104 \(June 21, 2017 July 26, 2018\)](#)

Submission of confidential information

The following are protected records and may be redacted by the vendor subject to the procedures described below in accordance with the Governmental Records Access and Management Act (GRAMA), Title 63G, Chapter 2 of the Utah Code: (a) trade secrets, as defined in [Utah Code § 13-24-2](#); (b) commercial information or non-individual financial information (subject to the provisions of [Utah Code § 63G-2-305\(2\)](#)); and (c) other protected records under GRAMA.

Any person requesting that a record be protected shall include with the proposal or submitted document:

- (1) a written indication of which provisions of the proposal or submitted document are claimed to be considered for business confidentiality or protected (including trade secrets or other reasons for non-disclosure under GRAMA); and
- (2) a concise statement of the reasons supporting each claimed provision of business confidentiality or protected status.

[Utah Admin. Rules R33-7-105 \(July 26, 2018 June 21, 2017\)](#)

A person who complies with the above requirements shall be notified by the District prior to the public release of any information for which a claim of confidentiality has been asserted.

Except as provided by court order, when the District or the State Records Committee has determined that disclosure is required for a record requested under GRAMA which is subject to a claim of business confidentiality, the District may not disclose that record until the period in which to bring an appeal expires or the end of the appeals process, including judicial appeal, is reached. This limitation does not apply where the claimant, after notice, has waived the claim by not appealing or intervening before the State Records Committee. To the extent allowed by law, the parties to a dispute regarding the release of a record may agree in writing to an alternative dispute resolution process.

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Utah School Boards Association Policy Services

Disclaimer: Please note that USBA model policies are general guidelines and suggested best practices. Districts are not required to use or adopt these specific policies and are encouraged to adapt these policies to the specific District's current circumstances and environment. Because District personnel positions or entities may differ from those used in the model policies, adopted policies should be modified to conform to each District's circumstances, size, and current positions.

Any allowed disclosure of public records submitted in the request for proposal process will be made only after the selection of the successful offeror(s) has been made public as required by law.

[Utah Admin. Rules R33-7-106 \(July 26, 2018June 21, 2017\)](#)

Process for submission of protected information

If an offeror submits a proposal that contains information claimed to be business confidential or protected information, the offeror must submit two separate proposals:

- (1) One redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and
- (2) One non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential."

Pricing may not be classified as business confidential and will be considered public information.

An entire proposal may not be designated as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY" and shall be considered non-responsive unless the offeror removes the designation.

[Utah Admin. Rules R33-7-107 \(July 26, 2018June 21, 2017\)](#)

Pre-proposal conferences or site visits

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

- (1) Except as authorized in writing by the Procurement Officer or Board of Education or its designee, pre-proposal conferences and site visits must require mandatory attendance by all offerors.
- (2) A pre-proposal conference may be attended in person, by teleconference, by webinar, or by other electronic media approved by the Procurement Officer or Board of Education or its designee.
- (3) Site visits must be attended in person.
- (4) All pre-proposal conferences and site visits must be attended by an authorized representative of the person or vendor submitting a proposal and as may be further specified in the procurement documents.
- (5) The request for proposals must state that failure to have at least one authorized representative in attendance for the entire duration of each pre-proposal conference or site visit shall result in the disqualification of that offeror.

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

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

- (1) an attendance log including the name of each attendee, the entity the attendee is representing, and the attendee's contact information;
- (2) minutes of the pre-proposal conference or site visit; and
- (3) copies of any documents distributed by the District to the attendees at the pre-proposal conference or site visit.

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

[Utah Admin. Rules R33-7-201 \(July 26, 2018 June 21, 2017\)](#)

Cancellation of request for proposals

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

[Utah Admin. Rules R33-9-101 \(June 21, 2017\)](#)

No proposals submitted

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

- (1) contact the known supplier community to determine why there were no responses to the request;
- (2) research the potential vendor community; and,
- (3) modify the invitation for bids based upon the information gathered.

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

[Utah Admin. Rules R33-9-102 \(June 21, 2017\)](#)

Proposal submission

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

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

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

[Utah Admin. Rules R33-7-402 \(July 26, 2018\)](#)~~[June 21, 2017](#)~~

Proposal opening and acceptance

The District shall ensure that proposals are opened in a manner that avoids disclosing the contents to competing offerors during the evaluation process. The District may not accept a proposal after the time for submission of a proposal has expired. An offeror may withdraw or modify a proposal prior to the due date for submission of proposals. The District shall accept a proposal after the due date for submission if the District determines that an error on the part of the District or its employee resulted in the proposal (or modification to a proposal) not being received by the due date and time.

[Utah Code § 63G-6a-704\(1\), \(2\) \(2014\)](#)

[Utah Admin. Rules R33-7-402\(4\) \(July 26, 2018\)](#)~~[June 21, 2017](#)~~

Rejection of Non-responsible or Nonresponsive Proposals

At any time during the request for proposals process, The District may reject a proposal if it determines that the person submitting the proposal is not responsible or that the proposal is not responsive or does not meet mandatory minimum requirements stated in the request for proposals.

[Utah Code § 63G-6a-704\(3\) \(2014\)](#)

Cancellation before award

The District may cancel a request for proposals before award but after opening if it determines in writing that:

- (1) the scope of work or other requirements in the request for proposals were not met by any person and all responses have been determined to be either nonresponsive or from vendors who are not responsible;
- (2) an infraction of code, rule, or policy has occurred;
- (3) inadequate, erroneous, or ambiguous specifications or requirements were cited in the request for proposals;
- (4) the request specifications have been or must be revised;
- (5) the procurement item(s) being solicited are no longer required;
- (6) the request for proposals did not provide for consideration of all factors of cost to the District, such as cost of transportation, warranties, service and maintenance;
- (7) the proposals received indicate that the District's needs can be satisfied by a less expensive procurement item differing from that in the request for proposals;
- (8) except as provided below regarding proposals which exceed available funds, all otherwise acceptable proposals received are at unreasonable prices, or only one proposal is received and the Procurement Officer or Board of Education or its designee cannot determine the reasonableness of the price or cost proposal;
- (9) other reasons specified in the Procurement Code or Administrative Rule; or,
- (10) other circumstances deemed to constitute reasonable cause by the Procurement Officer or the Board of Education or its designee.

However, the District may not cancel and reissue a request for proposals to steer a contract to a favored vendor or (except as permitted under protest and appeal provisions) to make a vendor who was previously disqualified or rejected eligible for a contract award for the same procurement item.

[Utah Admin. Rules R33-9-103 \(June 21, 2017\)](#)

If the District has an existing contract for a procurement item that the request for proposals is to obtain and the request for proposals is delayed due to an unintentional error, the District may permit the extension of the existing contract as permitted in Policy CBF.

[Utah Code § 63G-6a-802.7 \(2017\)](#)

Correction or clarification of proposal or cancellation of contract

The Board of Education or its designee may allow a vendor to correct an immaterial error in a proposal, as provided in Policy CBA and may also request a vendor to clarify information contained in a proposal, as provided in Policy CBA. However, except as permitted with regard to best and final offers, as set forth below, a vendor may not change the total amount of the cost proposal after the deadline for submitting a cost proposal and before a contract is awarded. (This does not apply to a change in the contract price during contract administration, as may otherwise be allowed under these policies.).

[Utah Code § 63G-6a-706 \(2016\)](#)

In the event an offeror submits a proposal that on its face appears to be impractical, unrealistic or otherwise in error, the Procurement Officer or Board of Education or its designee may contact the offeror to either confirm the proposal, permit a correction of the proposal, or permit the withdrawal of the proposal, in accordance with the prior paragraph.

Offerors may not correct errors, deficiencies, or incomplete responses in a proposal from an offeror who has been determined to be not responsible, or a proposal that is not responsive, or that does not meet the mandatory minimum requirements stated in the request for proposals.

Withdrawal of proposal

An offeror may voluntarily withdraw a proposal at any time before a contract is awarded with respect to the request for proposals for which the proposal was submitted provided the offeror is not engaged in any type of bid rigging, collusion or other anticompetitive practice made unlawful under other applicable law

[Utah Admin. Rules R33-7-502 \(July 26, 2018June 21, 2017\)](#)

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

[Utah Admin. Rules R33-9-104 \(June 21, 2017\)](#)

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

[Utah Admin. Rules R33-9-201 \(June 21, 2017\)](#)

Establishment of evaluation committee

The District shall appoint an evaluation committee consisting of at least three individuals with at least a general familiarity with or a basic understanding of either (1) the technical requirements relating to the type of procurement item that is the subject of the request for proposals or (2) the need that the request is intended to address. The District shall ensure that the evaluation committee and each individual participating in the evaluation process (a) does not have a conflict of interest with any of the offerors, (b) can fairly evaluate each proposal, (c) does not contact or communicate with an offeror outside the official evaluation committee process; and (d) conducts or participates in the evaluation in a manner that ensures a fair and competitive process and avoids the appearance of impropriety. The District may authorize the evaluation committee to receive assistance in better understanding a technical issue involved in the request for proposals from an expert or consultant who is not a member of the committee and who does not participate in evaluation scoring. The evaluation committee may, with the approval of the Board of Education or its designee and as outlined in the request for proposals, conduct interviews with, or attend presentations by, the offerors for the purpose of clarifying information contained in proposals. However, in such interactions, an offeror may only explain, illustrate, or interpret the contents of the original proposal. The offeror may not (1) address criteria or specifications not contained in the original proposal, (2) correct any deficiency, inaccuracy, or mistake other than an immaterial error, (3) remedy an incomplete submission of documents, (4) remedy an untimely proposal submission, (5) substitute or alter a required form, (6) remedy a cause for the offeror being considered not responsible or the proposal not responsive, or (7) correct a failure to meet mandatory minimum requirements, evaluation criteria, or score thresholds. Generally, each member of the evaluation committee is prohibited from knowing, or having access to, any information relating to the cost, or the scoring of the cost, of a proposal until after the committee submits its final recommended scores on all other criteria to the District. However, this restriction does not apply if the Board of Education or other individual designated by Procurement Policy Board rule signs a written statement (a) indicating that, due to the nature of the proposal or other circumstances, it is in the best interest of the District to waive compliance with this restriction and (b) describing the nature of the proposal and the other circumstances relied upon to waive compliance with the restriction, and also makes the written statement available to the public upon request.

[Utah Code § 63G-6a-707\(3\), \(4\), \(5\), \(6\), \(9\) \(2017\)](#)

[Utah Admin. Rules R33-7-703\(2\)\(b\)\(i\), \(3\), \(4\) \(July 26, 2018; June 21, 2017\)](#)

Evaluation of proposals

Initial review

The District shall perform an initial review of submitted proposals to determine whether the proposals satisfy any pass/fail minimum requirements set forth in the request for proposals and whether the proposals are responsive and responsible or

in violation of the Utah Procurement Code. Examples of possible pass/fail minimum requirements include timeliness of receipt of proposals, qualifications, certifications, licensing, experience, compliance with State or Federal regulations, services provided, product availability, equipment, or other pass/fail minimum requirements set forth in the request for proposals. The evaluation committee may not review proposals from offerors determined to be not responsible or proposals which do not meet the minimum requirements or which are deemed nonresponsive or in violation of the Procurement Code.

[Utah Admin. Rules R33-7-703\(1\) \(July 26, 2018June 21, 2017\)](#)

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

A proposal shall be rejected when the offeror imposes conditions or takes exceptions that would modify requirements or terms and conditions of the request for proposals or limit the offeror's liability for the procurement, since to allow the offeror to impose such conditions or take exceptions would be prejudicial to another person. For example, proposals shall be rejected in which the offeror:

- (1) for commodities, protects against future changes in conditions, such as increased costs, if total possible costs to the District cannot be determined;
- (2) fails to state a price and indicates that price shall be the price in effect at time of delivery or states a price but qualifies it as being subject to price in effect at time of delivery;
- (3) when not authorized by the request for proposals, conditions or qualifies a proposal by stipulating that it is to be considered only if, before date of award, the offeror receives (or does not receive) an award under a separate solicitation;
- (4) requires that the District is to determine that the offeror's product meets applicable specifications; or
- (5) limits rights of the District under any contract clause.

[Utah Admin. Rules R33-9-202 \(June 21, 2017\)](#)

The originals of all rejected proposals and all written findings with respect to such rejections shall be made part of the procurement file and made available for public inspection.

[Utah Admin. Rules R33-9-204\(3\) \(June 21, 2017\)](#)

Evaluation procedure

The evaluation committee shall evaluate each responsive proposal from a responsible offeror which has not been disqualified upon initial review and determine which proposal provides the best value to the District. Each proposal shall be evaluated and scores awarded using the criteria and as provided in the request for proposals. The evaluation committee may ask questions of offerors to clarify proposals provided the questions are submitted and answered in writing. The record of questions and answer shall be maintained in the file relating to the request for proposals.

[Utah Code § 63G-6a-707\(1\) \(2017\)](#)

[Utah Admin. Rules R33-7-501\(2\) \(July 26, 2018~~June 21, 2017~~\)](#)

Prior to the evaluation and scoring of proposals, a District procurement officer will meet with the evaluation committee, District staff, and any other person that will have access to the proposals to:

- (1) explain the evaluation and scoring process;
- (2) discuss requirements and prohibitions regarding socialization with vendors as set forth in [R33-24-104](#), financial conflicts of interest as set forth in [R33-24-105](#), personal relationships, favoritism, or bias as set forth in [R33-24-106](#), disclosing confidential information contained in proposals or the deliberations and scoring of the evaluation committee, and ethical standards for an employee involved in the procurement process as set forth in [R33-24-108](#);
- (3) review the scoring sheet and evaluation criteria set forth in the request for proposals; and
- (4) provide a copy of [Administrative Rule R33-7-703](#) to the evaluation committee, district staff involved in the request for proposals, and any other person that will have access to the proposals.

[Utah Admin. Rules R33-7-703\(2\)\(a\) \(July 26, 2018~~June 21, 2017~~\)](#)

At each stage of the request for proposals process, the District is required to ensure that evaluation committee members, employees of the District, and any other person participating in the request for proposals process does not have a conflict of interest with any of the offerors, do not contact or communicate with an offeror about the requests for proposals outside the official process, and conduct or participate in the request for proposals process in a manner that ensures a fair and competitive process and avoids the appearance of impropriety.

[Utah Admin. Rules R33-7-703\(2\)\(b\)\(i\) \(July 26, 2018~~June 21, 2017~~\)](#)

Prior to participation in any phase of the request for proposals process, all members of the evaluation committee must sign a written statement certifying that they do not have a conflict of interest as set forth in [Utah Code § 63G-6a-707](#).

[Utah Admin. Rules R33-7-703\(2\)\(b\) \(July 26, 2018June 21, 2017\)](#)

Unless an exception is authorized by the Board of Education or its designee, in order to avoid cost influencing the evaluation committee's scoring of non-price criteria, in accordance with [Utah Code § 63G-6a-707](#), the evaluation committee is prohibited from knowing or having access to any information relating to the cost, or the scoring of the cost, of a proposal until after the committee has finalized its scoring of non-price technical criteria in the request for proposals and submitted those scores to the District.

[Utah Admin. Rules R33-7-703\(3\) \(July 26, 2018June 21, 2017\)](#)

After receipt of proposals, each committee member shall independently, as described below, read and assign a preliminary draft score each proposal based on each of the technical non-price criteria set forth in the request for proposals to assess the completeness, quality, and desirability of each proposal. Proposals must be evaluated solely on the stated criteria listed in the request for proposals. As provided for above, committee members may with District approval receive assistance with technical issues.

As stated above, the evaluation committee may enter into discussions, conduct interviews with, or attend presentations by responsible offerors with responsive proposals that meet the minimum mandatory requirements of the request for proposals for the purpose of clarifying information contained in the proposals.

[Utah Admin. Rules R33-7-703\(4\)\(e\) \(July 26, 2018June 21, 2017\)](#)

After each proposal has been independently evaluated by each member of the evaluation committee, each committee member shall independently assign a preliminary draft score for each proposal for each of the non-priced technical criteria listed in the request for proposals. After completing the preliminary draft scoring, the evaluation committee shall enter into deliberations to review each committee member's preliminary draft scores, resolve any factual disagreements, modify their preliminary draft scores based on their updated understanding of the facts, and derive the committee's final recommended consensus scoring for the non-priced technical criteria of each proposal.

[Utah Admin. Rules R33-7-703\(5\)\(a\) \(July 26, 2018June 21, 2017\)](#)

During the evaluation process, the evaluation committee may recommend to the District that a proposal be rejected as made by a non-responsible offeror, as being non-responsive, as not meeting the mandatory minimum requirements, or as not meeting any applicable minimum score threshold.

[Utah Admin. Rules R33-7-703\(5\)\(b\) \(July 26, 2018June 21, 2017\)](#)

In order to score proposals fairly, an evaluation committee member must be present at all evaluation meetings and must review all proposals, including (if applicable) oral presentations. If a committee member does not attend an evaluation committee meeting, the meeting may be canceled and rescheduled. If a committee member fails to attend an evaluation committee meeting, leaves a meeting early, or fails for any reason to fulfill the duties and obligations of a committee member, that member shall be removed from the evaluation committee. The remainder of the committee may proceed with the evaluation, provided there are at least three evaluation committee members remaining. A committee member may attend or participate on an evaluation committee via electronic means (for example, a conference call, a webcam, an online business application, or other means).

[Utah Admin. Rules R33-7-703\(5\)\(c\), \(d\) \(July 26, 2018 June 21, 2017\)](#)

At any time during the evaluation process, the evaluation committee may, with the approval of the District and subject to the requirements set forth below, request best and final offers from responsible offerors who have submitted responsive proposals that meet the minimum qualifications, evaluation criteria, or applicable thresholds and evaluate those offers in accordance with [Utah Code § 63G-6a-708](#), as described below.

The evaluation committee shall derive its final recommended consensus score for the non-priced technical criteria by either (a) totaling all of the points given by individual committee members, or (b) averaging the scores given by individual committee members.

The evaluation committee shall submit its final score sheet, signed and dated by each committee member, to the District for review.

[Utah Admin. Rules R33-7-703\(6\) \(July 26, 2018 June 21, 2017\)](#)

The evaluation committee may not change its consensus final recommended non-priced technical criteria scores for the proposals after they have been submitted to the District unless the District authorizes a best-and-final-offer process to be conducted.

[Utah Admin. Rules R33-7-703\(7\) \(July 26, 2018 June 21, 2017\)](#)

The District will review the evaluation committee's final recommended non-priced technical criteria scores. If the District identifies errors, scoring inconsistencies, or reported noncompliance with procurement law and requirements, the District shall either correct those matters or cancel the procurement. The District shall, if applicable, assign an individual who is not a member of the evaluation committee to calculate scores for cost based on the applicable scoring formula, weighting, and other scoring procedures contained in the request for proposals. The District shall score the cost of each proposal based on the applicable scoring formula and calculate the total combined score for each proposal.

[Utah Code § 63G-6a-707\(6\)\(b\), \(c\) \(2017\)](#)
[Utah Admin. Rules R33-7-703\(8\) \(July 26, 2018\)](#)~~[June 21, 2017](#)~~

The evaluation committee and the District shall prepare the cost justification statement and any applicable cost-benefit analysis in accordance with [Utah Code 63G-6a-708](#).

[Utah Admin. Rules R33-7-703\(10\) \(July 26, 2018\)](#)~~[June 21, 2017](#)~~

The District's role as a non-voting member of the evaluation committee will be to facilitate the evaluation process within the guidelines of the Utah procurement code and administrative rule.

[Utah Admin. Rules R33-7-703\(11\) \(July 26, 2018\)](#)~~[June 21, 2017](#)~~

The Board of Education may remove a member of an evaluation committee for (1) having a conflict of interest or the appearance of a conflict of interest with a person responding to a request for proposals, (2) having an unlawful bias or the appearance of an unlawful bias against a person responding to a request for proposals, (3) having a pattern of arbitrary, capricious, or clearly erroneous scores that are unexplainable or unjustifiable (4) having inappropriate contact or communication with a person responding to the request for proposals, (5) socializing inappropriately with a person responding to the request for proposals, (6) engaging in any other action or having any other association that causes the Board to conclude that the individual cannot fairly evaluate a response to the request for proposals, or (7) any other violation of law, rule, or policy. The District may reconstitute the committee in any way it deems appropriate to cure any such impropriety. If the impropriety cannot be cured by replacing a member, then a new committee may be appointed or the procurement cancelled and the request for proposals reissued.

[Utah Admin. Rules R33-7-703\(12\) \(July 26, 2018\)](#)~~[June 21, 2017](#)~~

Scoring of proposals

The scoring of evaluation criteria, other than cost, for proposals meeting the mandatory minimum requirements in a request for proposals shall be based on [a one-through five-point scoring system set forth in the RFP. Scoring systems other than the standard methodology set forth below may be used so long as they are set forth in the RFP, allow for competition, and are reasonable.](#) Points shall be awarded to each applicable evaluation category as set forth in the request for proposals, [which may include](#)~~ing~~ but [are](#) not limited to:

- (1) Technical specifications;
- (2) Qualifications and experience;
- (3) Programming;
- (4) Design;

- (5) Time, manner, or schedule of delivery;
- (6) Quality or suitability for a particular purpose;
- (7) Financial solvency;
- (8) Management and methodological plan;
- (9) Performance ratings or references; and
- ~~(10) Other requirements specified in the request for proposals.~~

Standard Scoring Methodology:

- (1) Five points (Excellent): The proposal addresses and exceeds all of the requirements or criteria described in the request for proposals;
- (2) Four points (~~Very~~ Good): The proposal addresses all of the requirements or criteria described in the request for proposals and, in some respects, exceeds them;
- (3) Three points (~~Satisfactory~~ Good): The proposal addresses all of the requirements or criteria described in the request for proposals in a minimum satisfactory manner;
- (4) Two points (~~Unsatisfactory~~ Fair): The proposal addresses the requirements or criteria described in the request for proposals in an unsatisfactory manner; ~~or~~
- (5) One point (Poor): The proposal inadequately addresses the requirements or criteria described in the RFP or cannot be assessed due to incomplete information; or
- ~~(5)(6) Zero points (Fail): The proposal fails to address the requirements or criteria described in the request for proposals or it cannot be assessed due to missing information addresses the requirements inaccurately or poorly, or it fails to demonstrate that the vendor can perform the scope of work or supply the procurement items.~~

[Utah Admin. Rules R33-7-704 \(June 21, 2017 July 26, 2018\)](#)

Independent judgment by evaluation committee members

Evaluators are required to exercise independent judgment in a manner that is not dependent on anyone else's opinions or wishes. Evaluators must not allow their scoring to be inappropriately influenced by another person's wishes that additional or fewer points be awarded to a particular offeror. Evaluators may seek to increase their knowledge before scoring by asking questions and seeking appropriate information from the District. Otherwise, evaluators should not discuss proposals or the scoring of proposals with other persons not on the evaluation committee.

The exercise of independent judgment applies not only to possible inappropriate influences from outside the evaluation committee, but also to inappropriate influences from within the committee. It is acceptable for there to be discussion and debate within the committee regarding how well a proposal meets the evaluation criteria. However, open discussion and debate may not lead to coercion or intimidation on the part of one committee member to influence the scoring of another committee member.

Evaluators may not act on their own or in concert with another evaluation committee member to inappropriately steer an award to a favored vendor or to disfavor a particular vendor.

Evaluators are required to report any attempts by others to improperly influence their scoring to favor or disfavor a particular offeror.

If an evaluator feels that the evaluator's independence has been compromised, the evaluator must recuse himself or herself from the evaluation process.

[Utah Admin. Rules R33-7-705 \(July 26, 2018 June 21, 2017\)](#)

Best and final offers

The best and final offers process is an optional step in the evaluation phase of the request for proposals process in which offerors are requested to modify their proposals. (It is not available for use with any other type of procurement process.) If the necessary conditions are present, the evaluation committee, with the approval of the Board of Education or its designee or the District's chief procurement officer, may request and evaluate best and final offers from responsible offerors who have submitted responsive proposals that meet the minimum qualifications, evaluation criteria, or applicable score thresholds identified in the request for proposals for the stage of the process at which the final and best offers are being requested. The evaluation committee may only request best and final offers if one of the following circumstances exists:

- (1) no single proposal addresses all the specifications stated in the request for proposals;
- (2) all proposals received are unclear or deficient in one or more respects;
- (3) all cost proposals exceed the identified budget or the District's available funding; or
- (4) two or more proposals receive an identical evaluation score that is the highest score.

In a best and final offer, an offeror may only address the issues described in the request for best and final offers; the offeror may not correct a material error or deficiency in the original proposal or address any other issue not described in the

request for best and final offers. The best and final offers process may not be used to change a determination that an offeror is not responsible or that an offer is not responsive.

The request for best and final offers shall clearly specify the issues that the District requests the offerors to address in their best and final offers and how the best and final offers will be evaluated and scored in accordance with the evaluation procedures of this policy. The request shall also establish a deadline for an offeror to submit a best and final offer and, if applicable, establish a schedule and procedure for conducting discussions with offerors concerning the best and final offers. After the deadline for submitting best and final offers, the evaluation committee shall evaluate the best and final offers using the criteria described in the request for proposals.

Unsolicited best and final offers will not be accepted and may not be considered by the District. If an offeror fails to submit a best and final offer, the offer submitted by the offeror before the request for best and final offers shall be treated as the offeror's best and final offer.

In conducting the best and final offers process, the District shall (a) maintain the confidentiality of the information the District receives from an offeror (including cost information) until a contract has been awarded or the request for proposals canceled, (b) ensure that each offeror receives fair and equal treatment, and (c) safeguard the integrity of the scope of the original request for proposals, except as specifically provided otherwise in this section regarding best and final offers.

When a request for best and final offers is issued to reduce cost proposals, the District may specify the scope of work reductions the District is making to generate proposals within the budget or available funding or may invite offerors to specify the scope of work reductions being made so that the reduced cost proposal is within the budget or available funding. However, the District is not required to accept a scope of work reduction proposed by an offeror. A reduction in the scope of work may not eliminate a component identified as a minimum mandatory requirement in the request for proposals, nor may it alter the nature of the original request to the extent that a request for proposals for the reduced scope of work would have likely attracted a significantly different set of offerors submitting proposals. A best and final offer submitted with a reduced cost proposal shall include an itemized list identifying specific reductions in the proposed scope of work that correspond to the reduced cost proposal.

When a request for best and final offers is issued because two or more proposals received an identical and highest score, the request may only be issued to those offerors whose proposals received that highest score. The offerors responding to this request may revise the technical aspects of their proposal, their cost proposal (as provided in the prior paragraph), or both.

[Utah Code § 63G-6a-707.5 \(2017\)](#)

When selecting a construction manager/general contractor for a construction project, the evaluation committee may score a construction manager / general contractor based upon criteria contained in the solicitation, including qualifications, performance ratings, references, management plan, certifications, and other project specific criteria described in the solicitation. The committee may also, as described in the solicitation, weight and score the management fee as a fixed rate or as a fixed percentage of the estimated contract value. The committee may, at any time after the opening of the responses to the request for proposals, have access to, and consider, the management fee proposed by the offerors but may not know or have access to any other information relating to the cost of construction submitted by the offerors, until after the evaluation committee submits its final recommended scores on all other criteria to the District. (This restriction does not apply if it has been properly waived as set forth above under “Establishment of evaluation committee”.) A “management fee” includes only fees for preconstruction phase services, monthly supervision fees for the construction phase, and overhead and profit for the construction phase.

[Utah Code § 63G-6a-707\(7\), \(9\) \(2017\)](#)
[Utah Admin. Rules R33-13-205\(3\) \(June 21, 2017\)](#)

Justification Statement and Cost-Benefit Analysis

In determining which proposal provides the best value to the District, the evaluation committee and the District shall prepare a written justification statement that (a) explains the score assigned to each evaluation category, (b) explains how the proposal with the highest total combined score provides the best value to the District compared to the other proposals, and (c) if applicable, includes the cost-benefit analysis described below and how that analysis relates to the best value to the District. (The explanation of evaluation category scores is not required to address each criterion within each category.) This cost-benefit analysis shall be based on the entire term of the contract, excluding any renewal periods. The determinations made in the justification and informal cost-benefit analysis are final and conclusive unless they are arbitrary and capricious or clearly erroneous.

If the highest score awarded by the evaluation committee, including the score for cost, is awarded to a proposal other than the lowest cost proposal, and the difference between the cost of the highest scored proposal and the lowest cost proposal exceeds the greater of \$10,000 or 5% of the lowest cost proposal, the committee and the District shall make an informal written cost-benefit analysis that:

- explains, in general terms, the advantage to the District of awarding the contract to the higher cost offeror;

- includes, except as provided in the next sentence, the estimated added financial value to the District of each criterion that justifies awarding the contract to the higher cost offeror;
- includes, if assigning a financial value to a particular procurement item or evaluation criterion is not practicable, a written determination to that effect explaining (a) why it is not practicable to assign a financial value and (b) in nonfinancial terms, why awarding the contract to the higher cost offeror provides the best value to the District;
- demonstrates that the value of the advantage to the District of awarding the contract to the higher cost offeror exceeds the value of the difference between the cost of the higher cost proposal and the cost of the lower cost proposals.

If this informal cost-benefit analysis does not justify award of the contract to the offeror that received the highest score, the District may not award the contract to the offeror that received the highest score and may award the contract to the offeror that received the next highest score except when that offeror's proposal also meets the threshold for the informal cost-benefit analysis. In that case, the acceptability of the next highest proposal depends on the cost-benefit analysis justifying acceptance. If the cost-benefit analysis of the second highest proposal does not justify acceptance, then the District may not accept that proposal and must proceed to the third highest proposal, following the same process until the District awards the contract in accordance with this section or cancels the request for proposals.

The District is not required to make the cost-benefit analysis for a contract with a construction manager/general contractor if the contract is awarded based solely on the qualifications of the construction manager/general contractor and the management fee if the following requirements are satisfied:

- (1) a competitive process is maintained by the issuance of a request for proposals that requires the offeror to provide, at a minimum:
 - a. a management plan;
 - b. references;
 - c. statements of qualifications; and
 - d. a management fee.
- (2) the management fee contains only the following:
 - a. preconstruction phase services;
 - b. monthly supervision fees for the construction phase; and
 - c. overhead and profit for the construction phase.

(3) the evaluation committee may, as described in the solicitation, weight and score the management fee as a fixed rate or a fixed percentage of the estimated contract value.

(4) the contract awarded must be in the best interest of the District.

[Utah Code § 63G-6a-708 \(2016\)](#)

[Utah Code § 63G-6a-1911\(3\) \(2013\)](#)

[Utah Admin. Rules R33-7-701.1 \(July 26, 2018\)](#)~~[June 21, 2017](#)~~

[Utah Admin. Rules R33-7-701 \(July 26, 2018\)](#)~~[June 21, 2017](#)~~

Withdrawal of proposal

An offeror may voluntarily withdraw a proposal at any time before a contract is awarded with respect to the request for proposals for which it was submitted provided the offeror is not engaged in any type of bid-rigging, collusion, or other anticompetitive practice made unlawful under other applicable law.

[Utah Admin. Rules R33-7-502 \(July 26, 2018\)](#)~~[June 21, 2017](#)~~

Award of contract

After completion of the evaluation and scoring of proposals and the justification statement, including any required cost-benefit analysis, the evaluation committee shall submit the proposals, evaluation scores, and justification statement to the Board of Education or its designee. After reviewing these materials, the Board of Education or its designee shall:

- award the contract as soon as practicable to the responsible offeror with responsive proposal receiving the highest total score, or
- if that proposal is rejected as provided for below, to the responsible offeror with the responsive proposal receiving the next highest total score, or
- repeat that process, moving to the next highest scored proposal until the contract is awarded to a responsible offeror who submitted a proposal which was not rejected; or
- cancel the request for proposals without awarding a contract.

The District's determination to award the contract to an offeror responding to a request for proposals is final and conclusive unless it is arbitrary and capricious or clearly erroneous.

[Utah Code § 63G-6a-709\(1\), \(2\) \(2017\)](#)

[Utah Code § 63G-6a-1911\(4\) \(2013\)](#)

If only one proposal is received in response to a request for proposals, the evaluation committee shall score the proposal and shall conduct a review to determine if the proposal meets the minimum requirements, pricing and terms are

reasonable, and the proposal is in the best interest of the District. If the committee determines that all of these requirements are satisfied, the District shall issue a justification statement as provided above and may make an award. If an award is not made, the District may either cancel the procurement or resolicit for the purpose of obtaining additional proposals.

[Utah Admin. Rules R33-7-702 \(July 26, 2018](#)~~June 21, 2017)~~

Rejection of Proposal

The Board of Education or the Procurement Officer may reject a proposal if the offeror (1) is not responsible, (2) is in violation of the Procurement Code, (3) has engaged in unethical conduct, or (4) fails to sign a contract (a) within the time specified in the request for proposals, or (b) 90 days after the contract award, or (c) the time period specified in writing by the Board of Education. A proposal may also be rejected if there is a change in the offeror's circumstances that, if known when the offer was evaluated, would have caused the offer to not receive the highest score. A proposal may also be rejected if it is not responsive or does not meet the mandatory minimum requirements, evaluation criteria, or applicable score thresholds stated in the request for proposals. Upon rejection of a proposal, the Board of Education or the Procurement Officer shall make a written finding stating the reasons for rejection and provide a copy of that finding to the offeror whose proposal was rejected. If the District cancels a request for proposals without awarding a contract, the District shall make available for public inspection a written justification for the cancellation.

[Utah Code § 63G-6a-709\(3\) - \(5\) \(2017\)](#)

Publication of award and scores

On the next business day after a contract award is announced, the District shall make available to each offeror and to the public a written statement which includes the name of the offeror being awarded the contract and that offeror's total score, the justification statement (including any cost-benefit analysis), and the total scores awarded to other offerors (but without identifying a particular offeror's score). The District may use codes or another method to distinguish unsuccessful offerors and to indicate their scores, as long as an offeror cannot be matched with the score awarded to that offeror.

[Utah Code § 63G-6a-709.5 \(2014\)](#)

With respect to a request for proposals process, the following shall be disclosed by the District after receipt of a GRAMA request and payment of any lawfully enacted and applicable fees:

- (1) the contract(s) entered into as a result of the selection and the successful proposal(s), except for those portions that are to be non-disclosed as provided for above under "Submission of confidential information";

- (2) the unsuccessful proposals, except for those portions that are to be non-disclosed as provided for above under “Submission of confidential information”;
- (3) the rankings of the proposals;
- (4) the names of the members of any selection committee;
- (5) the final scores used by the selection committee to make the selection, except that the names of the individual scorers shall not be associated with their individual scores or rankings; and
- (6) the written justification statement supporting the selection, except for those portions that are to be non-disclosed as provided for above under “Submission of confidential information”.

The following information will not be disclosed by the District at any time to the public including under any GRAMA request:

- (1) the names of individual scorers/evaluators in relation to their individual scores or rankings;
- (2) any individual scorer's/evaluator's notes, drafts, and working documents;
- (3) non-public financial statements; and
- (4) past performance and reference information, which is not provided by the offeror and which is obtained as a result of the efforts of the District. However, to the extent such past performance or reference information is included in the written justification statement, it is subject to public disclosure.

[Utah Admin. Rules R33-7-802 \(July 26, 2018 June 21, 2017\)](#)

Multiple Stage Request for Proposals—

The District may conduct a request for proposals in stages, where an earlier stage is used to qualify offerors for subsequent stages or to narrow the number of offerors that will move on to subsequent stages. A multiple-stage request for proposals shall be conducted according to this policy.

[Utah Code § 63G-6a-710 \(2013\)](#)

Multiple Stage Cost Qualification Request for Proposals Process—

The Procurement Policy Board allows the District to use a multiple stage cost qualification request for proposals process. This is appropriate for use when the District does not want to spend time evaluating the technical responses of proposals with cost estimates that exceed the stated budget or significantly exceed the lowest cost proposal. A multiple stage cost qualification request for proposals process shall be conducted as follows.

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Utah School Boards Association Policy Services

Disclaimer: Please note that USBA model policies are general guidelines and suggested best practices. Districts are not required to use or adopt these specific policies and are encouraged to adapt these policies to the specific District's current circumstances and environment. Because District personnel positions or entities may differ from those used in the model policies, adopted policies should be modified to conform to each District's circumstances, size, and current positions.

Definitions

For purposes of this process, the following definitions will apply:

- “Multiple stage cost qualification RFP process” means a multiple stage RFP process in which cost proposals are evaluated prior to the evaluation of technical criteria and are used to reject offerors based on established cost criteria.
- “Maximum cost differential percentage threshold” is a cost ceiling that is established by the District that an offeror’s cost proposal must not exceed or the offeror’s proposal will be rejected and the offeror will not be allowed to proceed to a subsequent stage. The maximum cost differential percentage threshold may be based on the lowest cost proposal submitted, or the District’s stated budget, or a combination of those two. For example:
 - If the maximum cost differential percentage threshold is established as within 10% above the lowest cost proposal, then any proposal with a cost exceeding the lowest cost proposal by more than 10% will be rejected, while proposals with costs that do not exceed that amount will move on to the subsequent stage.
 - If the maximum cost differential percentage threshold is established as within 5% above the District’s stated project budget, then any proposal with a cost exceeding the budget by more than 5% will be rejected, while proposals with costs that do not exceed that amount will move on to the subsequent stage.
 - If the maximum cost differential percentage threshold is established as within 8% above the lowest cost proposal and within 2% above the District’s stated project budget, then any proposal with a cost exceeding the lowest cost proposal by more than 8% or a cost exceeding the budget by more than 2% will be rejected, while proposals with costs that do not exceed either threshold will move on to the subsequent stage.

Required Content in Request for Proposals

When using the multiple stage cost qualification RFP process, the District shall establish and include in the request for proposals:

- 1) The minimum mandatory pass or fail requirements that proposals must meet in stage one in order to move on to stage two;

- 2) The maximum cost differential percentage threshold that proposals must not exceed in stage two in order to move on to stage three;
- 3) The technical criteria and a score threshold that proposals must meet in stage three in order to be eligible to move on to stage four; and
- 4) If applicable, the total combined score threshold in stage four that proposals must meet to determine best value and be eligible for contract award.

Evaluation Process

Except as provided above in this policy with regard to the evaluation committee in specified circumstances having access to cost information, the following process shall be used to evaluate proposals and award a contract under this multiple stage process:

- 1) Stage One: An individual assigned by the District shall evaluate each offeror's proposal in response to the minimum mandatory pass or fail requirements set forth in the RFP. Offerors with proposals that do not meet the mandatory minimum pass or fail requirements shall be rejected and are not allowed to move on to subsequent stages and are not eligible to receive a contract award; offerors with proposals that meet the mandatory minimum pass or fail requirements shall be deemed qualified to move on to stage two.
- 2) Stage Two: The District shall assign an individual who is not a member of the evaluation committee to evaluate the cost proposals of offerors qualified in stage one in response to the cost criteria and maximum cost differential percentage threshold set forth in the request for proposals. This evaluation shall be done outside the presence of the evaluation committee and neither the cost proposals nor the results of the cost proposal evaluations shall be shared with the evaluation committee until all technical scoring is completed in stage three. Offerors with cost proposals that exceed the maximum cost differential percentage threshold shall be rejected, not allowed to move on to subsequent stages, and not eligible to receive a contract award, while offerors with cost proposals that do not exceed the maximum cost differential percentage threshold shall be deemed qualified to move on to stage three. Cost shall be evaluated in accordance with the process outlined above in this policy, and a cost score shall be calculated based on the cost formula set forth in the RFP for each proposal qualified to move to stage three.
- 3) Stage Three: The evaluation committee shall score the proposal of each offeror qualified in stage two, in response to the technical

evaluation criteria set forth in the RFP, without having access to any information relating to the cost or the scoring of the cost. Technical criteria shall be scored in accordance with the procedures set forth above in this policy.

- 4) Stage Four: The individual assigned by the District, who is not a member of the evaluation committee, shall add the cost scores to the evaluation committee's final recommended technical scores to derive the total combined score for each proposal in accordance with the process set forth above in this policy.

In order to determine best value to the District, the evaluation committee shall prepare a justification statement and, if applicable, a cost-benefit analysis. A contract may be awarded to the offeror with the proposal having the highest total combined score, or multiple contracts may be awarded to offerors with proposals meeting the total combined score threshold set forth in the RFP.

[Utah Admin. Rules R33-7-103a \(July 26, 2018June 21, 2017\)](#)

Procurement: Contracts and Contract Limitations

Definitions—

In this policy, the following definitions apply:

- “Change order” means a written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of a contract, upon mutual agreement of the parties to the contract.
- “Construction” means services, including work, and supplies for the construction, renovation, alteration, improvement, or repair of a public facility on real property. It does not include services and supplies for the routine, day-to-day operation, repair, or maintenance of an existing public facility.
- “Construction manager/general contractor” means a contractor who enters into a contract for the management of a construction project that allows the contractor to subcontract for additional labor and materials that are not included in the contractor’s cost proposal submitted at the time of the procurement of the contractor’s services. It does not include a contractor whose only subcontract work not included in the contractor’s cost proposal submitted as part of the procurement of the contractor’s services is to meet subcontracted portions of change orders approved within the scope of the project.
- “Cost-plus-a-percentage-of-cost contract” means a contract under which the contractor is paid a percentage of the total actual expenses or costs in addition to the contractor’s actual expenses or costs.
- “Cost-reimbursement contract” means a contract under which a contractor is reimbursed for costs which are allowed and allocated in accordance with the contract terms and the provisions of the procurement policies and Utah Procurement Code, and a fee, if any.
- “Definite quantity contract” means a fixed price contract that provides for a specified amount of supplies over a specified period, with deliveries scheduled according to a specified schedule.
- “Design-build” means the procurement of design professional services and construction by the use of a single contract.
- “Design professional” means (a) an individual licensed as an architect under [Utah Code Title 58, Chapter 3a, Architects Licensing Act](#); ~~or~~ (b)

an individual licensed as a professional engineer or professional land surveyor under [Utah Code Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act](#); or (c) an individual certified as a commercial interior designer under [Title 58, Chapter 86, State Certification of Commercial Interior Designers Act](#).

- “Design professional services” means: (a) professional services within the scope of the practice of architecture as defined in [Utah Code Section § 58-3a-102](#); (b) professional engineering as defined in [Utah Code Section § 58-22-102](#); ~~or~~ (c) master planning and programming services; or (d) [services within the scope of the practice of commercial interior design, as defined in Utah Code § 58-86-102](#).
- “Established catalogue price” means the price included in a catalogue, price list, schedule, or other form that: (a) is regularly maintained by a manufacturer or contractor; (b) is published or otherwise available for inspection by customers; and (c) states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.
- “Fixed price contract” means a contract that provides a price, for each procurement item obtained under the contract, that is not subject to adjustment except to the extent that either (a) the contract provides, under circumstances specified in the contract, for an adjustment in price that is not based on cost to the contractor; or (b) an adjustment is required by law.
- “Fixed price contract with price adjustment” means a fixed price contract that provides for an upward or downward revision of price, precisely described in the contract, that: (a) is based on the consumer price index or another commercially acceptable index, source, or formula; and (b) is not based on a percentage of the cost to the contractor.
- “Indefinite quantity contract” means a fixed price contract that both (a) is for an indefinite amount of procurement items to be supplied as ordered by the District; and (b) either does not require a minimum purchase amount or provides a maximum purchase limit.
- “Labor hour contract” is a contract under which the supplies and materials are not provided by, or through, the contractor and the contractor is paid a fixed rate that includes the cost of labor, overhead, and profit for a specified number of labor hours or days.

- “Multiple award contracts” means a procurement process resulting in the award of a contract to more than one person, which may be for an indefinite quantity of a procurement item.
- “Multiyear contract” means a contract that extends beyond a one-year period, including a contract that permits renewal of the contract, without competition, beyond the first year of the contract.
- “Requirements contract” means a contract: (a) under which a contractor agrees to provide the District’s entire requirements for certain procurement items at prices specified in the contract during the contract period; and (b) that either does not require a minimum purchase amount or provides a maximum purchase limit.

[Utah Code § 63G-6a-103 \(2019~~8~~\)](#)

[Utah Admin. Rules R33-12-301\(1\) \(June 21, 2017\)](#)

Permissible and Impermissible Types of Contracts—

Except as otherwise provided in this policy, and subject to any rules made by the Procurement Policy Board, the District may use any type of contract that will promote its best interests. However, before the District uses any type of contract other than a firm fixed price contract, the Procurement Officer must first make a written determination that:

1. the proposed contractor’s accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated;
2. the proposed contractor’s accounting system is adequate to allocate costs in accordance with generally accepted accounting principles; and
3. the use of a specified type of contract, other than a firm fixed price contract, is in the best interest of the District, taking into consideration the following criteria:
 - a. the type and complexity of the procurement item;
 - b. the difficulty of estimating performance costs at the time the contract is entered into, due to factors that may include:
 - i. the difficulty of determining definitive specifications;
 - ii. the difficulty of determining the risks, to the contractor, that are inherent in the nature of the work to be performed; or
 - iii. the difficulty to clearly determine other factors necessary to enter into an accurate firm fixed price contract;

- c. the administrative costs to the District and the contractor;
- d. the degree to which the District is required to provide technical coordination during performance of the contract;
- e. the impact that the choice of contract type may have upon the level of competition for award of the contract;
- f. the stability of material prices, commodity prices, and wage rates in the applicable market;
- g. the impact of the contract type on the level of urgency related to obtaining the procurement item;
- h. the impact of any applicable governmental regulation relating to the contract; and
- i. other criteria that the Procurement Officer determines may relate to determining the contract type that is in the best interest of the District.

Subject to this policy and any rules made by the Procurement Policy Board, the District may use the following types of contracts:

1. a fixed price contract;
2. a fixed price contract with price adjustment;
3. a time and materials contract;
4. a labor hour contract;
5. a definite quantity contract;
6. an indefinite quantity contract;
7. a requirements contract;
8. a contract based on a rate table in accordance with industry standards;
or
9. a contract that includes one of the following construction delivery methods:
 - a. design-build;
 - b. design-bid-build; or
 - c. construction manager/general contractor.

Except as it applies to a change order, the District may not enter into a cost-plus-percentage-of-cost contract, unless:

1. use of a cost-plus-percentage-of-cost contract is approved by the Procurement Officer;
2. it is standard practice in the industry to obtain the procurement item through that type of contract; and
3. the percentage and the method of calculating costs in the contract are in accordance with industry standards.

The District may not enter into a cost-reimbursement contract, unless the Procurement Officer makes a written determination that: (1) either (a) a cost-reimbursement contract is likely to cost less than any other type of permitted contract; or (b) it is impracticable to obtain the procurement item under any other type of permitted contract; and (2) the proposed contractor's accounting system will both (a) timely develop the cost data in the form necessary for the District to timely and accurately make payments under the contract; and (b) allocate costs in accordance with generally accepted accounting principles.

[Utah Code § 63G-6a-1205 \(2014\)](#)

Determining allowable incurred costs under a cost-based contract

Except as provided below, a person who seeks to be, or is, a party in a cost-based contract with the District shall submit cost or pricing data relating to determining the cost or pricing amount and shall certify that, to the best of the contractor's knowledge and belief, the cost or pricing data submitted is accurate and complete as of the date specified by the District. The Procurement Officer shall ensure that the specified date is before (a) the pricing of any contract awarded by a standard procurement process or pursuant to a sole source procurement, if the total contract price is expected to exceed an amount established by rule of the Procurement Policy Board made by the applicable rulemaking authority; or (b) the pricing of any change order that is expected to exceed an amount established by rule of the Procurement Policy Board.

A contract or change order that requires a cost or pricing data certification shall include a provision that the price to the District, including profit or fee, shall be adjusted to exclude any significant sums by which the District finds that the price was increased because the contractor provided cost or pricing data that was inaccurate, incomplete, or not current as of the date specified by the Procurement Officer.

A cost-reimbursement contract does not have to meet the cost or pricing data requirements above if:

1. the contract price is based on adequate price competition;
2. the contract price is based on established catalogue prices or market prices;

3. the contract price is set by law or rule; or
4. the procurement states, in writing that in accordance with Procurement Policy Board rules the requirements may be waived and sets forth the reasons for that waiver.

[Utah Code § 63G-6a-1206 \(2016\)](#)

Price Adjustments

For contracts that expressly allow price adjustments, cost or pricing data shall be required in support of a proposal leading to the adjustment of any contract pricing. Such data does not need to be provided when the terms of the contract state established market indices, catalog prices or other benchmarks are used as the basis for contract price adjustments or when prices are set by law or rule. If a contractor submits a price adjustment higher than established market indices, catalog prices or other benchmarks established in the contract, the Procurement Officer or Board of Education or its designee may request additional cost or pricing data. The Procurement Officer or Board of Education or its designee may waive the requirement for cost or pricing data provided a written determination is made supporting the reasons for the waiver. A copy of the determination shall be kept in the contract file.

If defective cost or pricing data was used to adjust a contract price, the vendor and the District may enter into discussions to negotiate a settlement. If a settlement cannot be negotiated, either party may seek relief through the courts.

[Utah Admin. Rules R33-12-601 \(June 21, 2017\)](#)

[Utah Admin. Rules R33-12-602 \(June 21, 2017\)](#)

Installment payments and contract prepayments

The District may enter into a contract which provides for installment payments, including interest charges, over a period of time, if the Procurement Officer makes a written finding that:

1. the use of installment payments is in District's interest;
2. installment payments are not used as a method of avoiding budgetary constraints;
3. the District has obtained all budgetary approvals and other approvals required for making the installment payments;
4. all aspects of the installment payments required in the contract are in accordance with the requirements of law; and
5. for a contract awarded through an invitation for bids or a request for proposals, the invitation for bids or request for proposals indicates that installment payments are required or permitted.

The District may not pay for a procurement item before the procurement item is received by the District unless the Procurement Officer makes a written finding that it is necessary or beneficial for the District to pay for the procurement item before the procurement item is received. Such circumstances include (a) when it is customary in the industry to prepay for the procurement item, (b) if the District will receive an identifiable benefit by prepaying, including reduced costs, additional procurement items, early delivery, better service, or better contract terms; or (c) such other circumstances as may be permitted by Procurement Policy Board rule.

A prepaid expenditure shall be supported by documentation indicating:

1. the amount of the prepayment;
2. the prepayment schedule;
3. the procurement items to which each prepayment relates;
4. the remedies for a contractor's noncompliance with requirements relating to the provision of the procurement items; and
5. all other terms and conditions relating to the payments and the procurement items.

The Procurement Officer or his or her designee may require a performance bond, of up to 100% of the prepayment amount, from the person to whom the prepayments are made.

[Utah Code § 63G-6a-1208 \(2013\)](#)

Leases of personal property

As used in this policy, "lease" means for the District to lease or lease-purchase a procurement item from a person. (This does not apply to the lease of real property.) The District may only lease a procurement item if each of the following requirements is met:

1. the Procurement Officer determines that it is in the best interest of the District to lease the procurement item, after he or she investigates and considers the costs and benefits of alternative means of obtaining the procurement item;
2. all conditions for renewal and costs of termination are included in the lease;
3. the lease is awarded through a standard procurement process or a valid exception described in Policy CBF;
4. for a standard procurement process, the invitation for bids, request for proposals, or request for quotes states that the District is seeking, or willing to consider, a lease (or a lease purchase);

5. the lease is not used to avoid competition; and
6. the lease complies with all other applicable provisions of law or rule.

[Utah Code § 63G-6a-1209 \(2013\)](#)
[Utah Admin. Rules R33-12-403 \(June 21, 2017\)](#)

Technology modifications

A contract may be modified to incorporate new technology or technological upgrades if the modification is agreed to by all parties and if the modification is executed using the process set out in the contract for other contract modifications. Otherwise, a contract may be modified to incorporate new technology or technological upgrades only if the modification is specific to the procurement item being solicited and substantially within the scope of the original procurement or contract and if the solicitation leading to the award of the contract contained one of the following statements: (1) that the awarded contract may be modified to incorporate new technology or technological upgrades associated with the procurement item being solicited, including new or upgraded systems, apparatuses, modules, components, and other supplementary items; or (2) that a maintenance or service agreement associate with the procurement item under contract may be modified to include any new technology or technological upgrades. No contract may be extended beyond the term of the contract included in the solicitation except as provided in the Utah Procurement Code.

[Utah Admin. Rules R33-12-502 \(June 21, 2017\)](#)

Multiyear contracts

The District may enter into a multiyear contract if the Procurement Officer determines, in his or her discretion, that doing so is in the District's best interest and the other requirements of this section are satisfied. The Procurement Officer shall consider whether the multiyear contract will:

- result in significant savings to the District, including (a) reduction of the administrative burden in procuring, negotiating, or administering contracts, (b) continuity in operations of the District, or (c) the ability to obtain a volume or term discount;
- encourage participation by a person who might not otherwise be willing or able to compete for a shorter term contract; or
- provide an incentive for a bidder or offeror to improve productivity through capital investment or better technology.

The invitation for bids or request for proposals must (a) state the term of the contract, including all possible renewals of the contract, (b) state the conditions for renewal of the contract, and (c) include the pertinent funding and renewal condition provision applicable to the contract.

Except as stated below with regard to contracts with federal funding and regardless of anything in an invitation for bids, request for proposals, or a contract, no multiyear contract may continue or be renewed for any year after the first year of the multiyear contract if adequate funds are not appropriated or otherwise available to continue or renew the contract.

A multiyear contract that is funded solely by federal funds may be continued or renewed for any year after the first year of the multiyear contract if:

1. adequate funds to continue or renew the contract have not been, but are expected to be appropriated by, and received from, the federal government;
2. continuation or renewal of the contract before the money is appropriated or received is permitted by the federal government; and
3. the contract states that it may be cancelled or suspended, without penalty, if the anticipated federal funds are not appropriated or received.

A multiyear contract that is funded in part by federal funds may be continued or renewed for any year after the first year of the multiyear contract if:

1. the portion of the contract that is to be funded by District funds are appropriated;
2. adequate federal funds to continue or renew the contract have not been, but are expected to be, appropriated by, and received from, the federal government;
3. continuation or renewal of the contract before the federal money is appropriated or received is permitted by the federal government; and
4. the contract states that it may be cancelled or suspended, without penalty, if the anticipated federal funds are not appropriated or received.

The District may not continue or renew a multiyear contract after the end of the multiyear contract term or the renewal periods described in the contract, unless the District engages in a new standard procurement process or complies with a valid exception to standard procurement.

A multiyear contract, including any renewal periods, may not exceed a period of five years, unless the Procurement Officer makes a written determination that the longer period is necessary in order to obtain the procurement item, or that a longer period is customary for industry standards, or that a longer period is in the best interest of the District. This written determination must be included in the file relating to the procurement. However, this limitation does not apply to a contract for the

design or construction of a facility, a road, or a contract for the financing of equipment.

[Utah Code § 63G-6a-1204 \(2014\)](#)

Multiple award contracts

The District may enter into multiple award contracts with multiple persons through a standard procurement process as provided in this section. Multiple award contracts may be in the District's best interest if award to two or more bidders or offerors for similar procurement items is needed or desired for adequate delivery, service, availability, or product compatibility.

In entering into or seeking to enter into multiple award contracts, the District shall exercise care to protect and promote competition among bidders or offerors and shall name all eligible users of the multiple award contracts in the invitation for bids or request for proposals. If the District anticipates entering into multiple award contracts before issuing the invitation for bids or request for proposals, the invitation or request shall state that the District may enter into multiple award contracts at the end of the procurement process.

Once the District has entered into multiple award contracts, it shall obtain under those contracts all of its normal, recurring requirements for the procurement items that are the subject of the contracts until the contracts terminate. However, the District shall in the contracts reserve the right to obtain the procurement items separately from the contracts if either (a) there is a need to obtain a quantity of the procurement items that exceeds the amount specified in the contracts, or (b) the Procurement Officer makes a written finding that the procurement items available under the contract will not effectively or efficiently meet a nonrecurring special need of the District.

[Utah Code § 63G-6a-1204.5 \(2017\)](#)

Awarding multiple award contracts

Multiple award contracts are appropriate when two or more bidders or offerors for similar procurement items are needed for coverage on a statewide, regional, combined statewide and regional basis, agency specific requirement, or other criteria specified in the solicitation such as (a) delivery, (b) service, (c) product availability, or (d) compatibility with existing equipment or infrastructure.

In addition to the information required in an invitation for bids or request for proposals, when it is anticipated that a procurement will result in multiple contract awards, the solicitation shall include a statement that:

- (1) Indicates that contracts may be awarded to more than one bidder or offeror;

- (2) Specifies whether contracts will be awarded on a statewide, regional, combined statewide and regional basis, or agency specific requirement; and
- (3) Describes specific methodology or a formula that will be used to determine the number of contract awards.

Multiple award contracts in an invitation for bids shall be conducted in accordance with the requirements for a bidding procurement process and awarded to the lowest responsive and responsible bidder(s) who meet the objective criteria described in the invitation for bids. The contracts may be awarded using the following methods:

- (1) Based on the lowest bids for all procurement items solicited provided the solicitation indicates that multiple contracts will be awarded to the lowest bidders for all procurement items being solicited as determined by the following methods:
 - a. all bids within a specified percentage, not to exceed five percent, of the lowest responsive and responsible bid, unless otherwise approved in writing by the Procurement Officer or Board of Education or its designee;
 - b. all responsive and responsible bidders will be awarded a contract, provided the contract specifically directs that orders must be placed first with low bidder unless the lowest bidder cannot provide the needed procurement item, then with the second lowest bidder unless the second lowest bidder cannot provide the needed procurement item, then with the third lowest bidder unless the third lowest bidder cannot provide the needed procurement item, and so on in order from the lowest responsive and responsible bidder to the highest responsive and responsible bidder; or
 - c. other methodology described in the solicitation to award contracts;
- (2) Based on the lowest bid by category, provided:
 - a. the solicitation indicates that a contract will be awarded based on the lowest bid per category;
 - b. only one bidder may be awarded a contract per category;
- (3) Based on the lowest bid by line item, provided:
 - a. the solicitation indicates that a contract will be awarded based on the lowest bid per line item, task or service;
 - b. only one bidder may be awarded a contract per line item, task or service; or

- (4) Based on another specific objective methodology described in the solicitation, such as for primary and secondary contracts (as described below), approved by the Procurement Officer or Board of Education or its designee.

Multiple award contracts in a request for proposals shall be conducted and awarded in accordance with the requirements for a request for proposals procurement process and awarded in accordance with point thresholds and other methodology set forth in the request for proposals describing how multiple award contracts will be awarded with enough specificity as to avoid the appearance of any favoritism affecting the decision of whether to award a multiple contract and who should receive a multiple award contract.

[Utah Admin. Rules R33-12-301 \(June 21, 2017\)](#)

Multiple award contracts for unidentified procurement items

An “unidentified procurement item” is a procurement item that at the time the solicitation is issued:

- (1) Has not been specifically identified but will be identified at some time in the future, such as an approved vendor list or approved consultant list;
- (2) Does not have a clearly defined project or procurement specific scope of work; and
- (3) Does not have a clearly defined project or procurement specific budget.

Unidentified procurement items may be procured under the applicable approved vendor list thresholds.

A request for proposals, request for statements of qualifications, or multi stage solicitation issued for a multiple award contract for unidentified procurement item(s) must specify the methodology that the District will use to determine which vendor under the multiple award contract will be selected. The methodology must include a procedure to document that the District is obtaining best value, including an analysis of cost and other evaluation criteria outlined in the solicitation. The methodology must also ensure the fair and equitable treatment of each multiple award contract vendor, including using methods to select a vendor such as:

- (1) a rotation system, organized alphabetically, numerically, or randomly;
- (2) assigning a potential vendor or contractor to a specified geographical area;
- (3) classifying each potential vendor or contractor based on the potential vendor's or contractor's field or area of expertise; or
- (4) obtaining quotes or bids from two or more vendors or contractors.

[Utah Admin. Rules R33-12-301a \(June 21, 2017\)](#)

Ordering from a multiple award contract

When buying a procurement item from a multiple award contract solicited through an invitation for bids, the District shall follow the following methods, depending on how the contracts were awarded.

- (1) When the contracts were awarded to all bids within a specified percentage, the District will obtain a minimum of two quotes for the procurement item and place the order for the procurement item with the vendor or contractor with the lowest quoted price. (This requirement does not apply if there is only one bidder award for the particular procurement item or only one bidder is awarded per geographical area.)
- (2) When the contracts were awarded to all responsive and responsible bidders, the District will place the order for the procurement item with the lowest bidder on contract unless the lowest bidder cannot provide the needed procurement item, then the order may be placed with the second lowest bidder unless the second lowest bidder cannot provide the needed procurement item and on, in order, from lowest bidder to highest bidder.
- (3) When the contracts were awarded based on some other methodology, the District will place the order in accordance with instructions contained in the contract for the procurement item.
- (4) When the contracts were awarded based on the lowest bidder by category, the District will place the order for the procurement item with the bidder awarded the contract for the applicable category.
- (5) When the contracts were awarded based on the lowest bidder by line item, the District will place the order for the procurement item with the bidder awarded the contract for the applicable line item.

When buying a procurement item from a multiple award contract solicited through a request for proposals, the District may place orders with any vendor or contractor under contract based on which procurement item best meets the needs of the District. Contracts awarded through the request for proposals process are awarded based on best value as determined by cost and non-price criteria specified in the request for proposals. As a result, all vendors, contractors and procurement items under contract issued through a request for proposals have been determined to provide best value to the District buying from these contracts.

The District may not use a multiple award contract to steer purchases to a favored vendor or use any other means or methods that do not result in fair consideration being given to all vendors that have been awarded a contract under a multiple award.

[Utah Admin. Rules R33-12-301b \(June 21, 2017\)](#)

Primary and secondary contracts

Designations of multiple award contracts as primary and secondary may be made provided a statement to that effect is contained in the solicitation documents. When the Procurement Officer or Board of Education or its designee determines that the need for procurement items will exceed the capacity of any single primary contractor, secondary contracts may be awarded to additional contractors.

Purchases under primary and secondary contracts shall be made, initially to the primary contractor offering the lowest contract price until the primary contractor's capacity has been reached or the items are not available from the primary contractor, then to secondary contractors in progressive order from lowest price or availability to the next lowest price or availability, and so on.

[Utah Admin. Rules R33-12-302 \(June 21, 2017\)](#)

Contract Clauses—

Required contract clauses

Contracts entered into by the District for construction of school buildings shall contain a clause addressing the rights of the parties when, after the contract is executed, site conditions are discovered that the contractor did not and could not reasonably have known existed at execution and those conditions materially impact the costs of construction.

[Utah Code § 53E-3-711 \(2018\)](#)

Permissible clauses

The District may include in any of its contracts terms that provide for (a) incentives, including bonuses, (b) payment of damages, including liquidated damages, and (c) penalties.

[Utah Code § 63G-6a-1210 \(2013\)](#)

Standard terms and conditions

The District may establish standard terms and conditions for contracts. Terms and conditions may be established for a category of procurement items, a specific procurement item, general use in all procurements, the special needs of the District, or the requirements of federal funding.

[Utah Admin. Rules R33-12-201 \(June 21, 2017\)](#)

Prohibited contract clauses for design professionals

A contract entered into by the District in a procurement may not require that a design professional indemnify another from liability claims that arise out of the design professional's services, unless the liability claim arises from the design

professional's negligent act, wrongful act, error or omission, or other liability imposed by law. This limitation may not be waived by contract. However, a design professional may be required to indemnify a person for whom the design professional has direct or indirect control or responsibility.

[Utah Code § 63G-6a-1203 \(2015\)](#)

District Emergency Response Plan

Adoption of Plan—

Pursuant to [Utah Code § 53G-4-402\(18\)](#), the Board shall adopt and implement a comprehensive emergency response plan to prevent and combat violence in the schools, on school grounds, on school vehicles, and in connection with school-related activities and events. Existing plans shall be modified as needed to conform to the requirements of rules issued by the State Board of Education. Plans shall be reviewed at least once every three years and updated as needed.

[Utah Code § 53G-4-402\(18\)\(a\) \(20198\)](#)
[Utah Admin. Rules R277-400-3\(5\)-D-E \(OctoberApril 9168, 201489\)](#)

Field Code Changed

Emergency Response Plan Committee—

The Board of Education shall appoint a committee to assist with development or revision or review of emergency response plans. The committee shall consist of appropriate school and community representatives and may include administrators, teachers, parents, officers of other governmental entities (municipalities, counties, or others), and fire and law enforcement personnel. The committee shall include representatives of governmental agencies and bodies vested with responsibility for directing and coordinating emergency services on local and state levels.

[Utah Admin. Rules R277-400-3-D\(4\) \(OctoberApril 9168, 201489\)](#)

Field Code Changed

Contents of Plan—

The District Comprehensive Emergency Response Plan shall

1. include prevention, intervention, and response components;
2. be consistent with the student conduct and discipline policies required for school districts by statute;
3. require ~~in-service training~~ [professional learning](#) for all district and school building staff on what their roles are in the emergency response plan;
4. provide for coordination with local law enforcement and other public safety representatives in preventing, intervening, and responding to violence in the schools, on school grounds, on school vehicles, and in connection with school-related activities and events;
5. include procedures to notify a student, to the extent practicable, who is off-campus at the time of a school violence emergency because the student is either participating in a school-related activity or excused from school for released-time religious instruction;
6. include, to the extent practicable, standards and protections for participants and attendees at school-related activities, including those off school property;

7. include measures to assure that during an emergency students receive reasonably adequate educational services and supervision during school hours during an emergency and for education services in an extended emergency situation;
8. include evacuation procedures to assure reasonable care and supervision of students until ~~the student responsibility has been affirmatively assumed by~~ is released to another responsible party or as is permitted under State Board of Education regulation;
9. address access to school buildings by specific groups, including students, community members, lessees, invitees, and others;
10. ~~require individual schools to establish a parent and student reunification plan; provide that in the event of an emergency, school personnel shall maintain control of students and school buildings during the regular school day or until students are released to parents or legal guardians~~
11. include measures to assure that students receive emergency preparedness training, including age-appropriate training regarding rescue techniques, first aid, safety measures appropriate to specific emergencies, and other emergency skills;
12. identify resources and materials available for emergency training;
13. contain procedures for assessing and providing school facilities, equipment, and personnel to meet public emergency needs; and
14. provide procedures for recording District funds spent for emergencies (including funds spent for assessing and repairing damages) and for seeking reimbursement for such expenditures.

[Utah Code § 53G-4-402\(18\)\(eb\) \(20198\)](#)
[Utah Admin. Rules R277-400-4\(4\), -5, -6:A\(21\), -6-B\(102\), -7-D, -9-B\(2\)\(b\), -9-C\(4\), -10\(1\) \(October/April 9+68, 201489\)](#)

Formulation and Review of Plan—

In creating the comprehensive emergency resource plan, the Board shall consider and make use of resources provided by the Utah State Board of Education, including the plan models and other resources prepared by the State Board as provided for in [Utah Code § 53G-4-402\(18\)\(c\)](#), recommendations provided by the emergency response plan committee, and may consider such other resources it finds helpful.

[Utah Code § 53G-4-402\(18\)\(c\) \(20198\)](#)

The Board may direct individual schools to develop and implement school-specific emergency response plans to supplement the District's plan according to the needs and features of the school.

[Utah Admin. Rules R277-400-3-C\(3\) \(October/April 9+68, 201489\)](#)

In cooperation with the appropriate local law enforcement agencies, the District shall establish a parent and student reunification plan for each school in the District. Such plan shall provide ~~procedures that assure~~for reasonable care and supervision of ~~children~~students until the student is ~~responsibility has been affirmatively assumed by released to another~~ responsible party. Schools shall not release ~~children~~students younger than ~~9th grade age 15 at other than regularly scheduled release times~~ unless a parent or other responsible person has been notified and assumed responsibility for the ~~children~~student. A school may release a student who is 15 years old or older ~~than 9th grade age~~ without ~~parental~~such notification if a school administrator determines that the student is reasonably responsible and that notification is not practicable.

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[Utah Admin. Rules R277-400-6\(120\)\(a\) \(OctoberApril 468, 20189\)](#)
[Utah Admin. Rules R277-400-5\(21\)\(b\) \(OctoberApril 468, 20189\)](#)

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The District emergency response plan shall be reviewed at least once every three years, with the assistance of the District emergency response plan committee appointed by the Board of Education. As part of the review process, each school shall review existing security measures and procedures within that school and make necessary adjustments as ~~needs demonstrate and funding are available~~permits.

[Utah Admin. Rules R277-400-3-E,\(5\) -7-G\(3\)\(1\)\(c\) \(OctoberApril 9468, 201489\)](#)

Public Notice of Plan—

A copy of the District emergency response plan and any school emergency response plans shall be filed in the superintendent's office. At the beginning of each school year, written notice of the pertinent portions of the District plan and any school plan shall be provided to the parents or guardians of students at each school and the staff of each school. Each school shall also designate an Emergency Preparedness/Emergency Response week ~~each year before~~prior to April 30 ~~of each school year~~.

[Utah Admin. Rules R277-400-4\(1\), \(2\), \(3\)\(a\) \(OctoberApril 9468, 201489\)](#)

As part of the District's registration and enrollment process, parents shall annually be given a summary of parental expectations and notification procedures relating to the parent and student reunification plan for each school where the parent has students enrolled. This information shall also be published on each school's website.

[Utah Admin. Rules R277-400-6\(120\)\(b\), \(c\) \(OctoberApril 468, 20189\)](#)

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Emergency Preparedness Training—

The Board of Education shall, by July 1 of each year, certify to the State ~~Board of Education~~Superintendent that the District emergency response plan has been practiced at the school level and has been presented to and reviewed by the District's teachers, administrators, students and their parents or guardians, and public safety representatives.

[Utah Admin. Rules R277-400-3-A\(1\) \(OctoberApril 9468, 201489\)](#)

The District shall provide annual training to District and school staff on their roles, responsibilities, and priorities in the emergency response plan.

[Utah Admin. Rules R277-400-7-A\(1\)\(a\) \(OctoberApril 9168, 201489\)](#)

Each school shall conduct emergency drills as required by Utah State Board of Education Rules R277-400-6 and R277-400-7-~~B(21)~~(b).

[Utah Admin. Rules R277-400-6, -7-B\(12\)\(b\) \(OctoberApril 9168, 201489\)](#)

Prevention and Intervention—

The District shall provide schools with curriculum materials regarding comprehensive violence prevention and intervention strategies such as resource lessons and materials on anger management, conflict resolution, and respect for diversity and other cultures. In so doing, the District shall make use of materials and resources provided by the State Board of Education. Schools may also provide age-appropriate instruction on firearm safety, including appropriate steps to take if a student sees a firearm or facsimile firearm at school.

The District shall also develop, ~~to the extent resources permit,~~ student assistance programs ~~such as including~~ care teams, school intervention programs, and interagency case management teams. In so doing, the District ~~shall~~ may coordinate with ~~and seek support from~~ the State ~~Board of Education~~ Superintendent and other state agencies.

[Utah Admin. Rules R277-400-8 \(OctoberApril 9168, 201489\)](#)

School Building Access—

With respect to building access during an emergency by various groups (including students, employees, community members, lessees, invitees, and others), the emergency response plan shall consider identified time periods and shall address possession and use of school building keys by designated administrators and employees. The plan may include restricted access for some individuals.

[Utah Admin. Rules R277-400-5-B\(31\)\(c\) \(OctoberApril 9168, 201489\)](#)

Cooperation With Other Government Entities—

As appropriate, the Board of Education may enter into cooperative agreements with other governmental entities to ~~assure~~ establish proper coordination and support during emergencies.

~~As is reasonably feasible, t~~he Board shall cooperate with other governmental entities to provide emergency relief services in times of public need. For statewide emergencies or emergencies involving more than one school district, the ~~State Board of Education, through the~~ State Superintendent, is the chief officer to coordinate assistance by the schools. For emergencies within the school district, the Board of Education, through the superintendent, is the chief officer to coordinate assistance by the schools.

[Utah Admin. Rules R277-400-9 \(OctoberApril 9168, 201489\)](#)

Contracts for School Resource Officer Services

A “school resource officer” or “SRO” is a law enforcement officer who contracts with the District to provide law enforcement services for the District or whose law enforcement agency contracts with the District to provide law enforcement services for the District.

[Utah Code § 53G-8-701\(2\) \(2019\)](#)

Board Approval—

The District may contract with a law enforcement agency or an individual to provide school resource officer services if the Board of Education first reviews and approves the contract.

[Utah Code § 53G-8-703\(1\) \(2019\)](#)

Required Contract Provisions—

In order to be approved by the Board of Education, a contract for school resource officer services must include:

1. an acknowledgment that an SRO hired under the contract shall:
 - a. provide for and maintain a safe, healthy, and productive learning environment in a school;
 - b. act as a positive role model to students;
 - c. work to create a cooperative, proactive, and problem-solving partnership between law enforcement and the District;
 - d. emphasize the use of restorative approaches to address negative behavior; and
 - e. at the request of the District, teach a vocational law enforcement class;
2. a description of the shared understanding of the District and the law enforcement agency or individual regarding the roles and responsibilities of law enforcement and the District to:
 - a. maintain safe schools;
 - b. improve school climate; and
 - c. support educational opportunities for students;
3. a designation of student offenses that the SRO shall confer with the District to resolve, including an offense that:
 - a. is a minor violation of the law; and
 - b. would not violate the law if the offense was committed by an adult;

4. a designation of student offenses that are administrative issues that an SRO shall refer to a school administrator for resolution in accordance with [Utah Code § 53G-8-211](#);
5. a detailed description of the rights of a student under state and federal law with regard to:
 - a. searches;
 - b. questioning; and
 - c. information privacy;
6. a detailed description of:
 - a. job duties;
 - b. training requirements; and
 - c. other expectations of the SRO and school administration in relation to law enforcement at the District;
7. that an SRO who is hired under the contract and the principal at the school where an SRO will be working, or the principal's designee, will jointly complete the SRO training described in [Utah Code § 53G-8-702](#); and
8. if the contract is between the District and a law enforcement agency, that:
 - a. both parties agree to jointly discuss SRO applicants; and
 - b. the law enforcement agency will accept feedback from the District about an SRO's performance.

[Utah Code § 53G-8-703\(2\) \(2019\)](#)

In addition to these required provisions, the contract may include such other provisions as are deemed appropriate, so long as those do not conflict with the required provisions.

Use of School Facilities: **Employee Use of ~~Equipment~~School Property**

Use of school ~~equipment~~property—

The following guidelines shall govern use of school facilities and equipment property:

1. The Principal may authorize the use of school equipment property at the school for community service provided it is operated used only by authorized school personnel or approved personnel.
2. Property Equipment of one school may be loaned to another school of the District provided arrangements are made between the principals involved.
3. School equipment property shall not be used by individuals to unreasonably compete with business and industry for private commercial purposes at any time and may not be used for private use gain except as specifically permitted under Policy CG in this policy.

~~3.~~ [Utah Code § 76-8-402\(2\) \(2019\)](#)

Use of school property ~~Equipment~~ for private purposes personal use—

The following guidelines govern use of school facilities and equipment property for private purposes by ~~school~~District personnel:

1. District personnel are to possess and use school property primarily to fulfill their duties as an employee of the District~~Equipment may not be used for personal use by school personnel.~~
2. School District personnel may also make incidental use of school property for personal matters if the value provided to the District by the employee's use of the property in fulfilling the employee's work duties substantially outweighs the personal benefit received by the employee from personal use~~equipment to produce a personal article that may be used for demonstration purposes at the school provided the employee pays for the cost of the article after the school needs for the item have been completed.~~
3. Specific guidelines for incidental personal use of school property shall be established by the supervisor of the employee using the school property and consistent with the guidelines of this policy.

~~2.~~ [Utah Code § 76-8-402\(1\), \(2\) \(2019\)](#)

Office machines—

The following guidelines govern use of office machines by school employees:

1. As a convenience, personal copies from copy machines may be made by school employees by paying the standard rate approved by the District. That

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standard rate should be similar to commercial rates in the area and the service will be provided only to employees.

2. The laminating machines that are owned by the District may be used by District personnel for personal use provided costs of the materials are paid and authorization is given by the administrator responsible for the equipment.
- ~~3. Employees whose regular job requires them to use District typewriters may use those typewriters for personal use after regular working hours, but the typewriters must not be taken from the premises.~~
- 4.3. Employees whose regular job requires them to use District computers may use those computers for personal use after regular working hours, [consistent with guidelines and restrictions that may be established by District Information Technology personnel and Policies DMA, DMB, and DMC](#). Computer ~~disks-media~~ used for personal data should either be supplied by the employee or purchased from the District.
- ~~5.4.~~ Portable computers furnished by the District for employee use may be checked out for a specified time through the checkout procedure established by the Principal.

Hanksville Elementary School Improvement Plan

Date: August 1, 2019 School Name: Hanksville Elementary Principal: Cherie Blackburn

Phone: 435-836-2851 Email: cherie.blackburn@waynesd.org Identification Category: CSI- 5%

LEA: Wayne School District

Superintendent: Dr. John M. Fahey

LEA Contact: Cindy Wilkins

Title: Hanksville Elementary Head Teacher

School Turnaround Committee/School Leadership Team and SST Members Responsible for this Plan:

| Name | Position | Signature | Date |
|-------------------|----------------------------|-----------|------|
| Dr. John M. Fahey | Superintendent | | |
| Cherie Blackburn | Principal/Title I Director | | |
| Cindy Wilkins | Head Teacher | | |
| | | | |

Prioritized Needs – Focused on Student Outcomes

| | |
|---------------|--|
| Priority 1 | <p>Critical Practice (from Needs Assessment Rubric Rating Summary) 4A1: Principal and teachers have high expectations for students and themselves.</p> <p>Root Cause(s) Clearly communicating high expectations for performance is the first step in effective teaching. Conversely, low or unclear expectations and a lack of clarity in rules contribute to confusion and poor performance. Expectations that are below the abilities of the students communicate a lack of importance of those expectations, and fail to produce interest in expending the effort to achieve more.</p> |
| Priority 2 | <p>Critical Practice (from Needs Assessment Rubric Rating Summary) 3B2: Instructional staff uses effective, differentiated, evidence-based instructional strategies and practices to provide equitable access for all students to the Utah Core Standards.</p> <p>Root Cause(s) Many students lack the basic, fundamental skills that would allow them to meet the necessary standards of academic performance. Deficiencies in literacy and language are especially problematic. Academic-related tasks are also a problem. Teachers must employ effective, differentiated instructional practices to allow each and every student to focus on building basic academic skills. What teachers do every day in the classroom, in response to specific student needs and requirements, matters most, and can overcome the effects of variables that schools and teachers have no control over, such as social and economic factors.</p> |
| Priority 3 | <p>Critical Practice (from Needs Assessment Rubric Rating Summary) 3A2: Instructional staff consistently provides additional evidence-based instruction, intervention, and enhanced learning opportunities, as needed, for continuous improvement for each student.</p> |

Hanksville Elementary School Improvement Plan

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|-----------------------|--|
| | <p>Root Cause(s) Disorder within the instructional environment communicates to students a lack of importance, attention to detail, and an attitude of casualness about learning and meeting expectations. When teachers' classrooms are too chaotic and unstructured, it removes opportunities for the students to be actively engaged in systematic, explicit, and intentional learning experiences.</p> |
| <p>Priority 4</p> | <p>Critical Practice (from Needs Assessment Rubric Rating Summary) 4A4: The school systematically engages families in the academic success of their child, promoting a successful home/school collaborative effort .</p> |
| | <p>Root Cause(s) Lack of commitment to school often results from a lack of shared values with teachers and others associated with the school, and may result partially from negative feelings about school expressed in the home, and with members of the student's peer group.</p> |

Hanksville Elementary School Improvement Plan

Priority 1/Critical Practice: 4A1: Principal and teachers have high expectations for students and themselves.

Priority 1/Root Cause: Clearly communicating high expectations for performance is the first step in effective teaching. Conversely, low or unclear expectations and a lack of clarity in rules contribute to confusion and poor performance. Expectations that are below the abilities of the students communicate a lack of importance of those expectations, and fail to produce interest in expanding the effort to achieve more.

Strategy 1.1: Provide explicit expectations using common language in each subject so students understand what is expected of them.

Evidence-base: Level 1

Justification: Leithwood, K., Harris, A., & Strauss (2010). *Leading school turnaround: How successful leaders transform low-performing schools.* John Wiley & Sons.

| Strategy Performance Measures | | | | | For CSI Only |
|--|---|----------|--|--|--|
| Indicator | Data Source | Baseline | Y1 Target | Y2 Target | Y3 Target |
| Student repeat instructions and expectations. | Student response logs and teacher anecdotal notes. | No data | 50% of student responses indicate student understanding of expectations. | 75% of student responses indicate student understanding of expectations. | 90% of student responses indicate student understanding of expectations. |
| Students complete assignments at level of teacher expectation. | Exit tickets, student self-tracking form and assignment grades. | No data | 50% of students complete assignments to the level of teacher expectations. | 75% of students complete assignments to the level of teacher expectations. | 90% of students complete assignments to the level of teacher expectations. |

Milestone 1.1.1: Provide explicit expectations with common language

| Actions | Outputs | Timeline | Resources | Person Responsible |
|--|--|-----------------------------------|---|--------------------|
| 1. Establish classroom expectations and norms | Class mission statement, classroom contract | First week of school | <i>First Day of School</i> by Harry Wong | Cindy Wilkins |
| 2. Establish classroom routines and procedures. | Student behavior and lesson pacing. | First month of school and ongoing | School Improvement Network videos | Cindy Wilkins |
| 3. Providing learning expectations that include common language and direct/explicit instruction. | Students repeat instructions and expectations. | First month of school and ongoing | Explicit Instruction: <i>Effective and Efficient Teaching</i> by Anita Archer & Charles Hughs as well as other videos | Cindy Wilkins |

Hanksville Elementary School Improvement Plan

Milestone 1.1.2: Review expectation data

| Actions | Outputs | Timeline | Resources | Person Responsible |
|-----------------------------------|------------------------------|--------------------------|--------------------------|-----------------------------------|
| 1. Compile data | Summary of expectation data. | Each midterm and quarter | Professional development | Cindy Wilkins |
| 2. Review data with principal | Set goals for next period | Each midterm and quarter | Professional development | Cindy Wilkins Cherie Blackburn |
| 3. Update practice based on goals | Updated practice | Each midterm and quarter | Professional development | Cindy Wilkins |

Hanksville Elementary School Improvement Plan

Priority 2/Critical Practice: 3B2: Instructional staff uses effective, differentiated, evidence-based instructional strategies and practices to provide equitable access for all students to the Utah Core Standards .

Priority 2/Root Cause: Many students lack the basic, fundamental skills that would allow them to meet the necessary standards of academic performance. Deficiencies in literacy and language are especially problematic. Academic-related tasks are also a problem. Teachers must employ effective, differentiated instructional practices to allow each and every student to focus on building basic academic skills. What teachers do every day in the classroom, in response to specific student needs and requirements, matters most, and can overcome the effects of variables that schools and teachers have no control over, such as social and economic factors.

Strategy 2.1: Instructional staff will use consistent, targeted instruction with a focus on basic skills for each student.

Evidence-base: Level 1

Justification: Browder et al., (2006). Well-connected partnerships meet students academic, health, and social service needs. *American Educator*, 33, 30-36. Drake, S. M. (2007). *Creating standards-based integrated curriculum: Aligning curriculum, content assessment, and instruction*. Thousand Oaks, CA:Corwin Press.

| Strategy Performance Measures | | | | | For CSI Only |
|---|------------------------------------|----------|--|--|--|
| Indicator | Data Source | Baseline | Y1 Target | Y2 Target | Y3 Target |
| Teachers will set high and rigorous academic standards in ELA and math for all students. | Curriculum maps and lesson plans. | No data | Consistent targeted instruction 60% of the instructional day. | Consistent targeted instruction 75% of the instructional day. | Consistent targeted instruction 90% of the instructional day. |
| Teachers will identify gaps in the curriculum or instructional delivery and develop plans to strengthen the essential skills. | Student data on mastery of skills. | No data | 50% of students will score at or above benchmark on standards based assessments. | 75% of students will score at or above benchmark on standards based assessments. | 90% of students will score at or above benchmark on standards based assessments. |

Hanksville Elementary School Improvement Plan

Milestone 2.1.1: Develop Curriculum map and lesson plans including evidence based instruction in ELA and Math

| Actions | Outputs | Timeline | Resources | Person Responsible |
|---|--|---|--|---|
| <p>1. Teachers will develop curriculum maps for ELA and math, which will include instruction that is based on the fundamental skills and standards.</p> | <p>Long-term curriculum map with scope and sequence.</p> | <p>Summer of 2019 and continue through the 2019-2020 school year.</p> | <p>Collaboration with Loa Elementary teachers.</p> <p>REACH for Reading by National Geographic</p> <p>SRA Reading Mastery</p> <p>Phonemic Awareness: The Skills That they Need to Help Them Succeed!</p> | <p>Cindy Wilkins, Ashlee Jackson, and Cherie Blackburn.</p> |
| <p>2. Teachers will develop explicit lesson plans aligning with curriculum and standards.</p> | <p>Weekly lesson plans</p> | <p>Summer of 2019 and continue through the 2019-2020 school year</p> | <p>Collaboration with Loa Elementary teachers.</p> <p>REACH for Reading by National Geographic</p> <p>SRA Reading Mastery</p> <p>Phonemic Awareness: The Skills That they Need to Help Them Succeed!</p> <p>enVision math by Pearson</p> | <p>Cindy Wilkins, Ashlee Jackson, and Cherie Blackburn.</p> |

Milestone 2.1.2: Determine whether adjustments and supports are needed to ensure all students have access to the curricula.

Hanksville Elementary School Improvement Plan

| Actions | Outputs | Timeline | Resources | Person Responsible |
|---|--|---|---|--|
| 1.Student assessments on fundamental skills and standards. | Student data | BOY, MOY,& EOY of 2019-2020 school year and formative assessments throughout the school year. | KEEP Entry Profile for Kindergarten Students , DIBELS, and other classroom assessments administered by the teacher. | Cindy Wilkins, Ashlee Jackson, and Cherie Blackburn. |
| 2.Teachers will use student data to drive instruction and make adjustments when necessary. | Adjusted curriculum maps and lesson plans. | 2019-2020 school year. | PLCs with Loa Elementary teachers and Administrator. | Cindy Wilkins, Ashlee Jackson, and Cherie Blackburn. |
| 3. Teachers will differentiate instruction to assure equitable access of the content to all students. | Differentiated instruction based on student mastery of skills. | 2019-2020 school year. | PLCs with Loa Elementary teachers and Administrator. | Cindy Wilkins, Ashlee Jackson, and Cherie Blackburn. |

Priority 3/Critical Practice: 3A2: Instructional staff consistently provides additional evidence-based instruction, intervention, and enhanced learning opportunities, as needed, for continuous improvement for each student.

Priority 3/Root Cause: Disorder within the instructional environment communicates to students a lack of importance, attention to detail, and an attitude of casualness about learning and meeting expectations. When teachers’ classrooms are too chaotic and unstructured, it removes opportunities for the students to be actively engaged in systematic, explicit, and intentional learning experiences.

Strategy 3.1: [Incorporate effective student supports and instructional interventions](#)

Evidence-base: Level 1:

Justification:Hamilton et al.,2009; Lachet & Smith, 2006; Love et al., 2008; Tomlinson et al., 2003

Hanksville Elementary School Improvement Plan

| Strategy Performance Measures | | | | | For CSI Only |
|---|--------------------|------------------------|---|---|---|
| Indicator | Data Source | Baseline | Y1 Target | Y2 Target | Y3 Target |
| Teachers will implement the UMTSS model to support each student in demonstrating grade level proficiency. | Daily lesson plans | 2019-2020 school year. | Consistent targeted instruction 60% of the instructional day. | Consistent targeted instruction 75% of the instructional day. | Consistent targeted instruction 90% of the instructional day. |
| Use fluid instructional groupings that meet student needs. | Daily lesson plans | 2019-2020 school year. | Consistent fluid grouping 40% of the instructional day. | Consistent fluid grouping 50% of the instructional day. | Consistent fluid grouping 60% of the instructional day. |

Milestone 3.1.1: Develop and use research based interventions.

| Actions | Outputs | Timeline | Resources | Person Responsible |
|---|--|---------------------------------------|---|--|
| 1. Use Research based and developmentally age appropriate interventions to meet the needs of identified groups. | List of students and interventions for each student. | Summer 2019 through 2020 school year. | Collaboration with Loa Elementary teachers. REACH for Reading by National Geographic Interventions SRA Reading Mastery Phonemic Awareness: The Skills That they Need to Help Them Succeed! enVision math by Pearson | Cindy Wilkins, Ashlee Jackson, Cherie Blackburn, Jamie Webb. |

Hanksville Elementary School Improvement Plan

Priority 4/Critical Practice: 4A4: The school systematically engages families in the academic success of their child, promoting a successful home/school collaborative effort .

Priority 4/Root Cause: Lack of commitment to school often results from a lack of shared values with teachers and others associated with the school, and may result partially from negative feelings about school expressed in the home, and with members of the student’s peer group.

Strategy 4.1: [Create opportunities for members of the school community to come together to discuss, explore and reflect on student learning](#)

Evidence-base: Level 1

Justification: Masumoto, M., & Brown-Welty, S. (2009). Case study of leadership practices and school-community interrelationships in high-performing, high-poverty, rural California high schools. *Journal of research in Rural Education*, 24(1), 1-18.

| Strategy Performance Measures | | | | | For CSI Only |
|---|--|--|--|--|--|
| Indicator | Data Source | Baseline | Y1 Target | Y2 Target | Y3 Target |
| Number of Parents attending parent/teacher conferences. | Parent attendance role. | 50% of parents attending parent/teacher conferences | 75% of parents attending parent/teacher conferences | 75% of parents attending parent/teacher conferences | 100% of parents attending parent/teacher conferences |
| Parents attending School Community Council meetings | Parent roster of members of the SCC and role of parent attending | 25% of parents attending School Community Council meetings | 50% of parents attending School Community Council meetings | 50% of parents attending School Community Council meetings | 75% of parents attending School Community Council meetings |
| Number of parents attending Parent Education Nights | Parent attendance role. | 50% of parents attending Parent Education Nights | 75% of parents attending Parent Education Nights | 75% of parents attending Parent Education Nights | 100% of parents attending Parent Education Nights |

Milestone 4.1.1: Parents meet with teacher during parent teacher conferences

| Actions | Outputs | Timeline | Resources | Person Responsible |
|--|--|------------------------------------|----------------------------------|-----------------------------------|
| 1. Teacher communicate the date and times of Parent teacher conferences. | Invitations to all parents by at least 2 methods. (email, mail, flyer, Remind, etc.) | 2 weeks and 1 week prior to event. | Material for mailings and flyer. | Cindy Wilkins and Chylene Whipple |

Hanksville Elementary School Improvement Plan

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| 2. Teacher gather data and material to review with parents. | Grade reports and aspire behavior and attendance data. | 1 week prior to event. | Copies of all data to review with parents. | Cindy Wilkins Jamie Webb |
| 3. Teacher review data with parents during parent teacher conference. | Grade reports, attendance data, behavior reports and students meeting level of teacher expectations. Teacher/parent created student goals. | During the event | Copies of all data to review and provide to parents. | Cindy Wilkins |
| 4. Teacher monitors student and review with parents the level of student goal achievement. | Student data and parent report. | 2 weeks after the parent teacher conference. | Copy of data | Cindy Wilkins Cherie Blackburn |

Milestone 4.1.2: Teacher and Social Worker meet with parents in their home and/or school

| Actions | Outputs | Timeline | Resources | Person Responsible |
|---|--|-----------|--|-----------------------------|
| 1. Determine parent skills needed. | List of parent skills and skills each parent needs | Quarterly | Professional development on parent skills. | Cindy Wilkins Jamie Webb |
| 2. Determine method of parent training - in the home or in the school. | List of skills and the parents who need each skill | Quarterly | Parent education material. | Cindy Wilkins Jamie Webb |
| 3. Make appointments for parent training (at for individual training and at school for group training). | Skill classes for each parent | Quarterly | Parent education material | Cindy Wilkins Jamie Webb |

Milestone 4.1.3: Parents become involved in the school through participation in the school community council.

| Actions | Outputs | Timeline | Resources | Person Responsible |
|------------------------|--------------|--------------------------------|-----------|---------------------------------------|
| 1. Establish SCC dates | SCC Calendar | Prior to the start of the year | | Cherie Blackburn and Cindy Wilkins |

Hanksville Elementary School Improvement Plan

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| 2. Conduct SCC elections | SCC President | First SCC meeting | School Land Trust training material | Cherie Blackburn and Cindy Wilkins |
| 3. Invite all parents to SCC meeting | SCC Agenda, open discussion about school improvement with parents. | Each SCC meeting | SCC Agendas | Cherie Blackburn , SCC President and Cindy Wilkins |

Comprehensive Needs Assessment and Root Cause Analysis Report

for

Hanksville Elementary School

Prepared by:

Tetra Analytix

ESSA Comprehensive School Improvement (CSI)

<https://utahschoolgrades.schools.utah.gov/Home/SchoolOverallPerformance?SchoolID=1044&DistrictID=1042&SchoolNbr=108&SchoolLevel=K8&IsSplitSchool=0>

Hanksville Elementary was designated as a low performing school under the provisions of the Federal Every Student Succeeds Act (ESSA). ESSA requires states to annually identify any public school with one or more student group that is “consistently underperforming” for comprehensive school improvement. Hanksville Elementary was identified because it is a Title I school that performed in the lowest 5% of Title I schools according to the school’s performance on the indicators in the state’s accountability system for three school years, on average.

This report is aligned to the steps of Continuous Improvement Cycle and the Four Domains of Rapid Improvement. Page numbers throughout refer to the Utah Systems of Support Handbook.

Overview of Process and Roles

| Task | Party Responsible (System of Support Team (consultant) or School Leadership Team (SLT)) |
|--|--|
| 1. Receive quantitative data from USBE | Consultant |
| 2. Gather quantitative data at LEA level (i.e. teacher attrition, funding streams, behavior/suspension, licensing) | Consultant and SLT |
| 3. School faculty self- assesses using the School Needs Assessment (Appendix 2- C) | SLT |
| 4. Consultant completes the qualitative measures – surveys, interviews, | Consultant |
| 5. Consultant triangulates data using the Needs Assessment Rubrics (Appendix 2- B) to complete the Qualitative Data Summary (Phase 2 of this document) | Consultant |
| 6. Consultant “narrows the focus” by analyzing the qualitative and quantitative data - listing up to 12 prioritized needs for the SLT | Consultant |
| 7. SLT and Consultant narrow the list to no more that 4 prioritized needs. | SLT and Consultant |
| 8. Consultant conducts a root cause analysis on the 4 final prioritized needs | Consultant |

COMPREHENSIVE NEEDS ASSESSMENT & ROOT CAUSE ANALYSIS PROCESS

Tetra Analytix professional staff members conducted a thorough needs assessment and root cause analysis for Hanksville Elementary School during the time period from April to May, 2019. The data collection consisted of

- Quantitative data obtained from the school’s records and from the Utah State Board of Education’s database; and
- Qualitative data collected during an on-site visit and through interviews, focus groups, observations, and conversations.

Throughout the process, Tetra Analytix followed the guidelines described in the USBE document, *Utah System of Support for School Improvement* (11/28/2018).

Critical Needs Schools and Root Causes

It is important to note that “critical needs schools” (Utah State Board of Education, 2018, *Utah System of Support for School Improvement*) or “low-performing” schools may be *under-performing* or *over-performing*, given the population of students and families they serve and the conditions in which the school delivers its services. Many low-performing schools actually exceed predicted levels of achievement when community, neighborhood, family, and individual student variables are considered. Often these variables, the true “root causes” of poor performance are well outside the reach and influence of schools and teachers, and identifying them as root causes will do little to affect the factors that are within reach. Students who come from families and neighborhoods that are unable to provide support and encouragement, either for a school’s learning objectives or for the demands and expectations of a society based upon individual and personal responsibility, present significant challenges to schools. Many students arrive at school with inadequate, incomplete, or inconsistent learning histories, or may even have significant disabilities that limit certain critical capacities. While schools may not be able to change or even influence many of these factors that are largely beyond their control, a well-organized and functioning school can often compensate, at least in part, for the chaotic conditions students experience in their homes, neighborhoods, and communities. Instituting intentional instructional practices in orderly and safe classroom and school environments will do much to encourage and sustain learning. In this needs assessment, we will acknowledge the root causes that are beyond the reach of schools and their well-intentioned teachers and support staff, but we will also identify the school-based causes of under-performance as well as approaches and practices under the control of school personnel that are likely to address them.

Models of School Improvement: Form and Function

There are many conceptual models that guide schools and school systems in their efforts to improve outcomes. Most of these models emphasize the form or substance of school improvement efforts, while a few focus less on the form and more on the function of the strategies and interventions. Form-focused approaches tend to emphasize “what” must be done, and often include descriptions of “best practices” and implementation strategies. Function-focused approaches tend to be a bit more “data-based”, with an emphasis on the immediate and sustained impact of what is done rather than on the specific strategy that was used to accomplish it. The micro-assessments used in this approach come frequently and directly from the individuals whose behavior is the target of the interventions, typically the students or teachers. This approach not only permits, but requires frequent adjustments to practice to ensure acceptable impact.

Both approaches to school improvement can be successful, but often the most effective approaches are combinations of both. The Utah State Board of Education has based its *Utah System of Support for School Improvement* largely on a model developed at WestED’s Center for School Turnaround (The Center on School Turnaround, 2017; *Four domains for rapid school improvement: A systems framework*). This approach’s four domains “provide a systemic framework for school turnaround and continuous improvement, including:

1. Turnaround leadership that prioritizes improvement and communicates its urgency; monitors short- and long-term goals; and customizes and targets support to meet needs.
2. Talent development that recruits, retains, and sustains talent; provides targeted professional learning opportunities; and sets clear performance expectations.
3. Instructional transformation that diagnoses and responds to student learning needs; provides rigorous evidence-based instruction; and removes barriers and provides opportunities.
4. Culture shift that builds a culture focused on student learning and effort; solicits and acts upon stakeholder input; and engages students and families in pursuing education goals.”

This approach tends to emphasize the “what” of school improvement, organized around what best practices should look like from the perspective of the leadership of a school or school system. In a complementary fashion, we have added assessments of the impact of the school’s efforts from the perspective of the organization’s clients or patrons, including the students, teachers, and parents. The interactive processes of teaching and learning require both attention to the form of “teaching” and the assessment of the impact (function) of that form determined from those whose behavior (learning) is the target of those efforts. In short, students are the best qualified observers of teaching practice because they know if those practices were effective. Administrators and other occasional observers often see only the form of the teaching, not the impact of specific instructional practices on the behavior of the students in the immediate context of the teaching.

School-Based Variables that Predict Academic Achievement: Conditions for Learning

Researchers affiliated with Tetra Analytix, Utah State University, and other university research centers have studied more than 6,000 schools in fourteen US states and three foreign countries over the past 19 years. We have isolated more than 50 variables of interest within those schools and the neighborhoods in which they are located. We have compared the data on these variables to standardized measures of academic achievement. Applying rigorous scientific standards in this investigation has revealed relationships among variables stronger than have been found heretofore in educational research. Correlational values approaching .80 are rarely encountered in educational or social science research (Winner & Hetland, Harvard Graduate School of Education, 2001), but they are common in our research (Janzen, 2013; Moore, 2007). Our investigation has led us to some very interesting conclusions, some of which confirm what others have said about schools and achievement. For instance,

- Family and neighborhood economic and social conditions matter. Students in schools in affluent neighborhoods and from stable, supportive families tend to achieve better.
- Teacher characteristics matter. Better-trained teachers often have students who score better on standardized tests, although there seem to be other factors that contribute.

But, our most important finding to date is that what teachers do every day in the classroom, in response to specific student needs and requirements, matters most, and often can overcome the effects of variables that schools and teachers have little or no control over, such as social and economic factors. In fact, if teachers create four “conditions for learning” in their classrooms, conditions recognized and acknowledged by their students, the students will learn in spite of many other competing variables and obstacles.

Taken together, these four variables account for 67% of the variance of academic achievement; four times more than community risk variables (socioeconomics), five times more than parent support, 15 times more than teacher qualifications, 37 times more than school leadership, and 60 times more than school fiscal and programmatic resources (Janzen, 2013; Smith, Taylor, & West, 2004; Taylor, West, Charlton, & Smith, 2015; West, Smith, & Taylor, 2004). In a study of 100 Utah schools, these student reports of the presence of these four conditions were found to predict end-of-year scores on a standardized language arts test better than the DIBELS test predicted these scores, and the predictive relationship was even stronger when the contribution of socioeconomic variables was removed (Janzen, 2013). Thus, these conditions, completely under the control of teachers and schools are far more important in predicting academic success than are poverty, and various family and neighborhood variables thought previously to be impossible to overcome. Frankly, *if you create the “conditions for learning” for every student every day, students are guaranteed to learn.*

Clear Expectations for Performance. Successful students require the condition of a clear understanding of high expectations for academic and behavioral performance in each subject and in each setting. Clearly communicating high expectations for performance is the first step in effective teaching. It explains the reward contingencies for acceptable behavior and clearly describes the steps to the reward. Using common language in these expectations throughout the school results in a common understanding of expectations, which leads to common success, a condition that in today’s schools and society is not common at all. Consider the following questions as you reflect on the clarity of expectations in your classroom or school.

Do *all* of my students understand what is expected of them in the classroom and what are the evidences of that understanding?

Do any of my students experience frustration or confusion during instruction? If so, have they learned strategies to prevent these experiences from being discouraging?

Fundamental Skills Performed with Fluency. Effective learning requires the presence of fundamental skills that give the student hope that high expectations can be achieved. The presence of fundamental skills is most likely when students are provided sufficient support and a multitude of opportunities for practice. The gap between current knowledge and abilities and the expectations for future performance has to be as Goldilocks said, “just right”; not too great, which results in discouragement and despair, nor too small, which results in boredom and disinterest. Thus, this gap is different for each student, and only the student knows if the “just right” principle has been met. Capable students who are actively involved in challenging instruction rarely engage in disruptive behavior. Careful

attention should be given to strategies that provide many response opportunities in the teaching of academic skills, social skills, and self-management skills. Consider the following questions.

- Do *all* of my students have sufficient opportunities to practice essential skills with the required fluency to meet current academic standards?
- Do I have curriculum-based student performance data reflecting consistent growth for all students, at least weekly?
- What evidence do I have that appropriate, relevant instruction is available for *all* of my students at their current performance level?

Recognition for Efforts to Meet Expectations. To keep learners engaged in learning, there must be a condition of reasonable likelihood that efforts to meet the high expectations will be recognized and rewarded. Teachers must acknowledge and recognize appropriate behavior and individual efforts to improve whenever and wherever they occur throughout the school environment. The most effective recognitions will be timely and descriptive, will include a specific rationale or explanation of why the behavior is useful or valuable, and will have an enduring quality that will serve as the context for future performance, such as a praise note that can be posted and used as evidence of expectations for future performance. Consider the following questions.

- Do *all* of my students feel recognized for their best efforts?
- Do I have evidence that I have recognized the best efforts of every student in my class, every day?

Relationships of Trust. Successful students report the presence of at least one adult in their school environment whom they trust to provide help and support, if needed. Establishing and maintaining staff-to-student relationships based upon mutual respect and positive regard heightens a student's motivation to excel and provides a firm foundation for teaching, especially the teaching of difficult skills and complicated concepts. These relationships provide a context for support to the student who may feel overwhelmed when recognizing the size of the gulf between current and expected performance.

- Do *all* of my students report having trust in at least one adult at school?
- Do my students readily approach me to ask for help solving academic or social problems?
- How will I know if my students feel safe to make mistakes in my classroom?

Unfortunately, these conditions are far less likely to be found in classrooms and schools than many teachers believe. Teachers and school personnel will readily accept these four conditions as important, but they will mistakenly acknowledge that they exist in their classrooms, even before they assess the conditions from the perspective of their students. Schools where as many as 80% of the students report the presence of at least three of the four conditions are eight to ten times more likely to have academic achievement at the highest level, but these schools represent only a small minority of schools. In a study of

103 elementary schools and 46 secondary schools, only a very small percentage had as many as 80% of students reporting even three of the four conditions:

- 2% of elementary schools provided at least three of the four conditions for academic success for at least 80% of their students (mean percentage of students reporting ALL conditions: ES, 49.73%)
- 8% of elementary schools provided at least three of the four conditions for interpersonal success for at least 80% of their students
- 0% of secondary schools provided at least three of the four conditions for academic success for at least 80% of their students (mean percentage of students reporting ALL conditions: HS, 39.75%; MS/JrHS, 42.55%)
- 2% of secondary schools provided at least three of the four conditions for interpersonal success for at least 80% of their students

Clearly, there is a great deal of room for improvement in creating these conditions and realizing the associated benefits in higher levels of academic achievement and improved student relationships and behavior.

Step 1: Set the Direction

Pg.21

| System of Support Team (SST) Membership (CNA/RCA Consultant) | |
|---|-------------------|
| SST Leader (SSTL): | |
| Name | Role |
| Dr. Richard P. West | SST Leader |
| Jason Benson | Consultant |
| Ryan West | Consultant |
| | |

| School Leadership Team / School Turnaround Committee Membership | |
|--|-------------|
| Name | Role |
| Cindy Wilkins | Principal |
| | |
| | |
| | |

School Mission:

In the table below, insert current school mission statement, describe current schoolwide student-focused goals and performance measures (pg. 21) (e.g., goals from school improvement plans, School Trust Lands, Title I Plans)

| School Mission | Student-focused Goals | Performance Measures |
|----------------|--|--|
| | <p>At Hanksville Elementary we want to improve differentiation so all our students receive instruction on their academic level. This will be completed throughout the school year as the teacher incorporates multilevel differentiation and STEAM project instruction. A STEAM project naturally lends to differentiated instruction. By design, it is student-centered, student-driven, and gives space for teachers to meet the needs of students in a variety of ways. Grade leveled center and technology-blended instruction will also be incorporated to improve differentiation. By improving these skills we will increase the number of students demonstrating mastery in Science, Reading, and Math by 30%. We will reach this goal in May, 2019.</p> <p><i>Land Trust Goal</i></p> | <p>Multi-level and STEAM education students will be exposed to skills and concepts that will be tested. The SAGE and DIBELS Tests from 2017-2018 and spring 2018-2019 will be used to measure student progress. Teacher will also give a variety of measurements throughout the year that correspond with their teaching. Teacher will keep track of classroom progress and record what they see happening as far as STEAM instruction and student participation is concerned.</p> |
| | | |
| | | |

Step 2: Assess Needs

Pg. 25

Phase 1: Quantitative Data Collection (Appendix 2-A)

Domain 1: Turnaround Leadership

Please indicate which funding sources, amounts and how the intents and purpose of the program will be met.

Domain 2: Talent Development

| Teacher Attrition | |
|-------------------|----------------------|
| Academic Year | Percentage Attrition |
| Past school year | N/A |
| 2 years prior | N/A |
| 3 years prior | N/A |

| Educator Licensing | | |
|---------------------------|------------|-------------|
| Educator License Type | State Data | School Data |
| ARL | 2.1% | |
| Temporary | 4.7% | |
| Provisional (Level 1) | 16.2% | |
| State (Level 2-3) | 74.4% | |
| Educators with 3+ years | 54.9% | |
| Average years' experience | | |

Domain 3: Instructional Transformation

| Utah School Accountability Data - All Schools | | |
|--|---|--|
| Indicators | LEA (%) | State (%) |
| Proficiency | ELA N < 10; Math N < 10; Sci N < 10 | ELA 47%; Math 49%; Sci 52% |
| Growth | ELA N < 10; Math N < 10; Sci N < 10 | ELA 44%; Math 44%; Sci 52% |
| Growth of Lowest 25 percent | N < 10 | 61% |
| English learner progress | Adequate progress ND; Reaching proficiency 0% | Adequate progress 44%; Reaching proficiency 4% |
| Additional Indicators for High Schools | | |
| High School Graduation | | |
| ACT- College Readiness | | |
| Advanced Coursework | | |
| Self-reported Indicators *optional | | |
| | | |

| By Subject Area | Percentage (%) of Students Performing at and Above Proficiency | | | | | |
|------------------------------------|--|-----|--|-----|--|-----|
| | School Year (3 yrs. ago - indicate year) | | School Year (2 yrs. ago - indicate year) | | School Year (past year- indicate year) | |
| | School | SEA | School | SEA | School | SEA |
| ALL - English/Language Arts | N < 10 | 44% | N < 10 | 44% | N < 10 | 45% |
| ALL - Mathematics | N < 10 | 47% | N < 10 | 46% | N < 10 | 46% |
| ALL - Science | N < 10 | 49% | N < 10 | 48% | N < 10 | 49% |

Disaggregated Student Groups
 Identify groups with largest achievement gap – from Appendix 2 – A, Domain 3 (pg. 33)

Due to the small student population at Hanksville Elementary, there is no data available.

Domain 4: Culture Shift

| Attendance/Discipline/ Behavior Data | | | |
|--------------------------------------|---------------|---------------|------------|
| | 3 years prior | 2 years prior | Prior year |
| Daily Attendance Rate | No Data | No Data | No Data |
| Suspension Data | No Data | No Data | No Data |

Phase 2: Qualitative Data Summary (Appendices 2-B, Pgs. 39-64)

Instructions: Using the results from Appendix 2B Needs Assessment Rubrics, color the *Rating* boxes on the right according to the key below and for each *Critical Practice* listed in the left column.

| Appendix 2-B Needs Assessment Rubric Ratings Summary | | |
|--|--|---------|
| Rating | Description | |
| Minimal | Identifies key areas that need more focused improvement Efforts | |
| Partial | Represents areas to enhance and extend current improvement Efforts | |
| Sufficient | Pinpoints quality practices that meet the Standards | |
| Substantial | Demonstrates noteworthy practices producing clear results that exceed expectations | |
| Domain 1: Turnaround Leadership | | |
| Critical Practices | Rating | |
| 1A | Prioritize improvement and communicate its urgency | |
| 1A1 | Principal collaboratively develops a clear vision for the school’s direction and meaningfully engages the school community to support it. | |
| 1A2 | Principal intentionally distributes school leadership roles, convenes school leadership team regularly, and shares leadership responsibilities and decision- | No Data |

Hanksville Elementary School | CNA & RCA Report

| | | |
|--|---|---------------|
| | making on issues related to curriculum, instruction, and professional learning. | |
| 1B | Monitor Short- and Long-Term Goals | |
| 1B1 | School leadership develops and regularly updates an improvement plan that includes both short- and long-term goals with milestones to gauge | |
| 1B2 | Principal monitors implementation of improvement strategies and makes swift changes to personnel, programs, and methods to keep efforts on track. | |
| 1B3 | Principal communicates progress on improvement goals and student achievement to appropriate stakeholder groups. | No Data |
| 1C | Customize and Target Support to Meet Needs | |
| 1C1 | The LEA grants school leaders reasonable autonomy to make decisions to address school priorities (e.g., reallocate resources including personnel, funding, scheduling.) | |
| 1C2 | Principal regularly analyzes disaggregated data to inform decision-making and allocation of school resources (time, human, and fiscal) to improve student achievement. | |
| Domain 2: Talent Development | | |
| Critical Practices | | Rating |
| 2A | Recruit, develop, retain and sustain talent | |
| 2A1 | Principal operates a transparent system of procedures for recruiting, placing, evaluating, retaining or replacing staff. | No Data |
| 2A2 | Principal consistently matches candidate competencies with school priorities and needs. | No Data |
| 2B Target professional learning opportunities | | |
| 2B1 | Professional learning is differentiated, based on needs of instructional staff and student performance data, to promote deeper knowledge of the Utah Core Standards and effective, evidence-based, content-specific pedagogy. | No Data |
| 2C Set clear performance expectations | | |
| 2C1 | Principal communicates clear goals for employees' performance that reflect the established evaluation system and facilitates swift exits of underperforming employees. | No Data |

| Domain 3: Instructional Transformation | | |
|--|--|--------|
| Critical Practices | | Rating |
| 3A | Diagnose and respond to student learning needs | |
| 3A1 | Teachers assess student progress frequently, using a variety of assessments that are aligned with Utah Core Standards. Assessment data are used to plan for continuous improvement for each student. | |
| 3A2 | Instructional staff consistently provides additional evidence-based instruction, intervention, and enhanced learning opportunities, as needed, for continuous improvement for each student. | |
| 3A3 | Instructional staff provides specific, constructive, academic and behavioral feedback to students. | |
| 3A4 | Students regularly monitor and track their own academic progress toward clearly established benchmarks and standards. | |
| 3B | Provide rigorous evidence-based instruction | |
| 3B1 | Curriculum and interventions are horizontally- and vertically-aligned with the Utah Core Standards and are evident at all grade levels and/or departments in the school. | |
| 3B2 | Instructional staff uses effective, differentiated, evidence-based instructional strategies and practices to provide equitable access for all students to the Utah Core Standards. | |
| 3C | Remove barriers and provide opportunities | |
| 3C1 | The school provides each student with equitable opportunities to enroll in and complete rigorous coursework. The percentage of students participating in rigorous course work mirrors the overall school demographics. | |
| 3C2 | Teachers teach and reinforce positive social skills, self-respect, relationships, and responsibility for the consequences of decisions and actions. | |
| Domain 4: Culture Shift | | |
| Critical Practices | | Rating |
| 4A | Build a strong community intensely focused on student learning | |
| 4A1 | Principal and teachers have high expectations for students and themselves. | |

| | | |
|-----|---|---------|
| 4A2 | School leadership regularly celebrates short-term successes of students and teachers while keeping the focus on long-term achievement and growth. | |
| 4A3 | Professional learning programs for teachers promote implementation of evidence-based parent and family engagement strategies. | No Data |
| 4A4 | The school systematically engages families in the academic success of their child, promoting a successful home/school collaborative effort. | |
| 4A5 | The school maintains a positive, encouraging classroom and school culture where students feel safe and supported. | |
| 4A6 | The school implements structures, policies, and routines for effective, focused, and collaborative work. | No Data |
| 4B | Solicit and act upon stakeholder input | |
| 4B1 | School leaders solicit and use a variety of stakeholder feedback to positively impact school improvement initiatives. | No Data |

Phase 3: Data Analyses and Prioritization of Needs (Appendix 2-G)

After you have collected the quantitative data, using the Quantitative Data Collection Worksheets, (Appendix 2-A) gathered all the qualitative data and used it to assign ratings to the Needs Assessment Appraisal Rubrics (Appendix 2-B), it is time to compile and analyze the data by domain.

Domain 1: Turnaround Leadership

Narrowing the Focus: Qualitative Data/Needs Assessment Rubrics (Appendix 2-A)

List the **turnaround leadership** indicators that were rated “Minimal” or “Partial.”

N/A

Domain 2: Talent Development

A. Quantitative Data on Teacher Attrition

1. Areas of licensure with the highest three-year attrition rate at your school: No Data.
2. Areas of licensure with the highest three-year attrition rate at your LEA: No Data.

3. Areas of licensure with the biggest gaps between school and LEA three-year attrition rates:
No Data.

4. Based on your analyses of these data, where do you need to focus your teacher recruitment, retention, and support efforts? No Data.

5. What strategies could you use to recruit, retain, and support highly effective teachers?

Recruit

- Look for the “right fit” for your school- knowledge, skills, and dispositions
- Teachers, faculty and staff become advocates for your school
- Brand your school
- Develop a clear mission, vision, values, and goals for your school

Retain

- Promote collaboration with all stakeholders that focuses on building relationships
- Provide coaching and mentoring opportunities
- Create a mentoring and new teacher induction program

Support

- Provide data driven and standards based professional development
- Select teacher mentors based on effective teaching practices, peer respect, and strong inter-personal skills.
- Provide a scheduled weekly meeting time for mentors/teachers

B. Quantitative Data on Teaching Observations - Tetra Analytix visited Hanksville Elementary but did not perform any teacher observations. Hanksville currently has 4 students, 1 teacher (who is also the principal) and 4 other staff.

1. On which instructional sections/standards does your school have the highest percentage of teachers rated not effective and emerging/minimally effective?

1) **No Data.**

2. What professional learning opportunities do/will you offer to strengthen your teachers’ performance based on students’ needs?

Professional development should be content focused, incorporate active learning, support teacher collaboration, model effective practices, provide coaching and mentoring support, offer opportunities for feedback and time for reflection.

Narrowing the Focus: Needs Assessment Rubrics (Appendix 2 – A)

Based on these quantitative and qualitative analyses, what are the top three (3) priorities that need to be addressed in the **talent development domain**?

1) N/A.

Domain 3: Instructional Transformation

A. Quantitative Data: State Assessment Results

- 1) In which subject have all students at the LEA-level made the smallest gains (or decline) in proficiency in the past three years? **Language Arts.**
- 2) In which subject have all students at the school-level made the smallest gains (or decline) in proficiency in the past three years? **Math, Language Arts and Science.**
- 3) Based last year's data, in which subject is the gap in performance between students at your school and the SEA the greatest? **Math, Language Arts and Science.**
- 4) Based on last year's data, in which subject is the gap in performance between students at your school and the LEA the greatest? (*Not applicable to single campus charter schools.) **Language Arts, Math and Science.**
- 5) Based on last year's data, in which subject does your school's EL group perform most poorly? **N/A**
- 6) Based on last year's data, in which subject does your school's SWD group perform most poorly? **Language Arts, Math and Science.**
- 7) Based on last year's data, for which disaggregated student group is the gap in performance between students at your school and the SEA the greatest? **N/A.**
- 8) Based on last year's data, for which disaggregated student group is the gap in performance between students at your school and the LEA the greatest? (*Not applicable to single campus charters.) **N/A.**
- 9) Have significant school boundary changes occurred that have affected performance? **No.**
- 10) Have recalibrations of assessments resulted in changes to performance? **No.**

B. Optional: Quantitative Data: School/LEA Formative Assessments

Ask and answer questions 1, 2, *4, 5, 6, *8 based on the school/LEA formative assessment you collected.

B.1 Optional: High School Graduation Data and Opportunities for Advanced Course Work

Which disaggregated student group has the lowest percentage of students graduating with a standard or advanced diploma? **N/A**

Are there any gaps in the school’s Advanced Course Work class offerings? **N/A**

| |
|--|
| Narrowing the Focus – Instructional Transformation Domain |
| 1) Based on the analyses of LEA and school assessment results on state assessments, on which subject should improvement efforts focus in the next year? Language Arts, Math and Science. |
| 2) Based on the analyses of LEA and school assessment results, on which disaggregated student group(s) should improvement efforts focus in the next year? N/A. |
| 3) Based on the analyses of the Appraisal Rubrics, on which Instructional Transformation indicators should improvement efforts focus next year? |
| Qualitative Data: Needs Assessment Rubrics (Appendix 2 – A) |
| List the instructional transformation indicators that were rated “Minimal” or “Partial.” |
| 1) 3B2- Instructional staff uses effective, differentiated, evidence-based instructional strategies and practices to provide equitable access for all students to the Utah Core Standards. |
| 2) 3A2 – Instructional staff consistently provides additional evidence-based instruction, intervention, and enhanced learning opportunities, as needed, for continuous improvement for each student |
| |

Domain 4: Culture Shift

Culture Survey Data (Appendix 2-D)

1) Based on the results of the School Culture Survey, what are three areas of greatest strength?

- A) Committed and experienced teachers
- B) Strong staff and paraprofessionals that are committed to the students
- C) Students have strong relationships with their teachers and other students

2) Based on the results of the School Culture Survey, what are three areas for improvement?

- A) Student disruptions and misbehavior
- B) More efficient use of time in classroom to focus on basic skills
- C) Low expectations for academic and behavior performance

Attendance Rates

1) Has your school’s average daily attendance rate increased or decreased in the last three years? **Increased.**

- 2) What is the gap between your school’s and the LEA’s average daily attendance rate? **13%. Hanksville reports 100% average daily attendance while the district reports 87%.**
- 3) What is the gap between your school’s and the state’s average daily attendance rate? **12% (100% for school - 88% for state of Utah)**

Discipline/Behavior Incidents

- 1) Has your school’s annual number of reported discipline/behavior incidents per 100 students increased or decreased in the last three years? **No Data.**
- 2) Based on last year’s data, what is the gap between your school’s and the LEA’s number of reported discipline/behavior incidents per 100 students? **No Data.**
- 3) Based on last year’s data, what is the gap between your school’s and the SEA’s number of reported discipline/behavior incidents per 100 students? **No Data.**

| |
|---|
| <p><i>Narrowing the Focus – Needs Assessment Rubrics (Appendix 2 – A)</i> Based on these quantitative and qualitative analyses, what are the top 3 priorities that need to be addressed in the culture shift domain?</p> |
| <p>1) 4A1- Principal and teachers have high expectations for students and themselves.</p> |
| <p>2) 4A4- The school systematically engages families in the academic success of their child, promoting a successful home/school collaborative effort.</p> |
| |

Phase 4: Root Cause Analysis Pg. 29 (Appendix 2- H, pg. 102)

Using the list of needs indicated in the “Narrowing the Focus” boxes from each Domain above, list the four prioritized needs.

These prioritized needs should, once systematically addressed, be likely to leverage the greatest positive impact on student achievement.

These needs will form the base of the School Improvement Plan created in Step 3 of the Handbook. The root causes identified for each need become the strategies used to accomplish the goals.

As we discussed in our visit to Hanksville Elementary, we believe you, the staff, and the district are doing a commendable job under the circumstances. The students in Hanksville are lucky to have such dedicated and wonderful educators.

The report requires us to identify some “root causes” as to why your school is an ESSA Comprehensive School Improvement school. Because of the small student population, we were unable to obtain any meaningful qualitative data. That said, we have identified four general areas where you can continue to focus. Intentional and meaningful actions regarding these four key areas will ensure that the students in Hanksville continue to receive the best possible education. The four priorities of focus are listed below.

| Prioritized Needs – Focused on Student Outcomes | |
|--|--|
| Priority 1 | <p>Critical Practice 4A1: Principal and teachers have high expectations for students and themselves.</p> |
| | <p>Root Cause(s): It is critical to ensure that students know what is expected of them in class each day.</p> <p>Clearly communicating high expectations for performance is the first step in effective teaching. Conversely, low or unclear expectations and a lack of clarity in rules contribute to confusion and poor performance. Expectations that are below the abilities of the students communicate a lack of importance of those expectations, and fail to produce interest in expending the effort to achieve more.</p> |
| Priority 2 | <p>Critical Practice 3B2: Instructional staff uses effective, differentiated, evidence-based instructional strategies and practices to provide equitable access for all students to the Utah Core Standards .</p> |
| | <p>Root Cause(s): It is important to use consistent, targeted instruction with a focus on basic skills for each student.</p> <p>Many students lack the basic, fundamental skills that would allow them to meet the necessary standards of academic performance. Deficiencies in literacy and language are especially problematic. Academic-related tasks are also a problem. Teachers must employ effective, differentiated instructional practices to allow each and every student to focus on building basic academic skills. What teachers do every day in the classroom, in response to specific student needs and requirements, matters most, and can overcome the effects of variables that schools and teachers have no control over, such as social and economic factors.</p> |
| Priority 3 | <p>Critical Practice 3A2: Instructional staff consistently provides additional evidence-based instruction, intervention, and enhanced learning opportunities, as needed, for continuous improvement for each student.</p> |
| | <p>Root Cause(s): It is crucial that classrooms are structured and not too chaotic in order to provide consistent, evidence-based instruction, interventions, and learning opportunities.</p> <p>Disorder within the instructional environment communicates to students a lack of importance, attention to detail, and an attitude of casualness about learning and meeting expectations. When teachers’ classrooms are too chaotic and</p> |

| | |
|-------------------|--|
| | unstructured, it removes opportunities for the students to be actively engaged in systematic, explicit, and intentional learning experiences. |
| Priority 4 | <p>Critical Practice</p> <p>4A4: The school systematically engages families in the academic success of their child, promoting a successful home/school collaborative effort .</p> |
| | <p>Root Cause(s): Parents must be partners in their children’s education.</p> <p>Lack of commitment to school often results from a lack of shared values with teachers and others associated with the school, and may result partially from negative feelings about school expressed in the home, and with members of the student’s peer group.</p> |

Step 3: Create the Plan

Using the Prioritized Critical Practices and Root Cause Analysis results from above, create a School Improvement Plan (Appendix 3-A in The Utah System of Support for School Improvement Handbook)

New Hires 7.10.19

Math Teacher – WHS:
Eric LaFaele

Social Worker:
Elizabeth McCoy

PE, Social Studies, Foreign Language – WMS and WHS:
Michael Bray



Heather Okerlund <heather.okerlund@waynesd.org>

Resignation

Heather Okerlund <heather.okerlund@waynesd.org>

Mon, Jun 17, 2019 at 1:38 PM

To: Curtis Whipple <curtis.whipple@waynesd.org>, Cory Anderson <cory.anderson@waynesd.org>, April Torgerson <april.torgerson@waynesd.org>, Jeffery Chappell <jeffery.chappell@waynesd.org>, Shawn Davis <shawn.davis@waynesd.org>

Cc: John Fahey <Supt.fahey@waynesd.org>

Bcc: Heather Okerlund <heatherdokerlund@gmail.com>

I am resigning from Wayne School District as of today, I will happily meet the conditions of my contract which require 60 days notice and I will keep working full time through August 16th.

This is hard for me. I've truly come to enjoy the wonderful people here and I had hoped to make Wayne County my home for many years. My grandparents are struggling though, and I have always been very close to them and it's becoming more difficult for me to be this far away. We are going to be moving in with them to help them more. My dad is an only child, and he's close and helping them all he can, but my family all agrees they need more support and right now I am the best option who is able and willing to help.

Thank you for taking a chance on this 'outsider'. I honestly have never felt that I was labeled that way in this wonderful community though. I have always felt supported and valued and that was very important to me. I am leaving for purely personal reasons, to help two of my favorite people in the whole world. I know losing someone in a key position is difficult, and I'm sorry to be the cause of this challenge. I intend to help, whoever you hire, transition into the job to the best of my abilities. I have never left a job on bad terms, and will do everything in my power to ensure my successor has a great start and also has support from myself for as long as it takes. I am firm on my full time end date of August 16th, only because I would like my second grader to start school the following week in our new location. I am happy to help out via e-mail or phone as needed after that date until my successor is comfortable.

I am very sorry to have to do this via e-mail and so abruptly. My youngest brother had actually been planning on moving out to live with them and help them for many months, but it recently fell through and so it's become rather 'last minute'. I hope you know that I truly appreciate and respect each of you and will do my best to ensure a great transition.

Heather Okerlund
Business Administrator
Wayne County School District
435.425.3813



Heather Okerlund <heather.okerlund@waynesd.org>

Fwd: Basketball

Mary Bray <mary.bray@waynesd.org>
To: Heather Okerlund <heather.okerlund@waynesd.org>

Tue, Jun 25, 2019 at 10:52 AM

----- Forwarded message -----

From: **Cliff Peterson** <cliftonvpeterson@gmail.com>
Date: Tuesday, June 25, 2019
Subject: Basketball
To: Mary Bray <mary.bray@waynesd.org>

Good Morning Mary,

It is with a heavy heart that I write you this letter of resignation from the boys basketball coaching position. After long talks with my wife, kids, and other family, I've decided that it is in my best interest to step down.

I want to sincerely thank you for all the opportunities you've given me in my teaching and coaching career. You've truly been an answer to many prayers.

I will swing by to turn in my key, and to finish up any orders or unfinished purchases and anything else that needs to be done.

Thank you so much for being a listening ear and an amazing friend.

Sincerely,
Cliff

Sent from my iPhone