Board of Education Regular Meeting

Monday, October 12, 2026 6:00 PM

South Summit School District
Achieving Excellence

A Board of Education Regular Meeting of the Board of Education of South Summit School District will be held on Monday, October 12, 2026 beginning at 6:00 PM in the Boardroom, 285 East 400 South, Kamas, Utah 84036. All times listed are general in nature and are subject to change by the conducting Board Member.

Electronic and telephonic participation may be available for Board Members. The Board Room at 285 E. 400 S. will be the anchor location for any electronic or telephonic participation.
The subjects to be discussed or considered, or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice. Unless removed from the consent calendar, items identified within the consent agenda will be acted on at one time.

The students, parents, employees and patrons of South Summit School District are both teachers and learners; we are responsible for supporting one another in reaching our highest potential as individuals, families and citizens.

I. **INTRODUCTORY ITEMS**
- A. **Welcome and Call to Order**
  - 1. Guests
- B. Vision and Mission Statements
- C. Pledge of Allegiance

II. **DISTRICT UPDATES**
- A. OLAG Auditor Presentation
- B. Board Response to Audit
- C. Student Board Member Items
- D. South Summit High School Data Report
- E. Director Reports
- F. Superintendent Update
- G. Business Administrator Update

III. PUBLIC INPUT

IV. **PROCEDURAL UPDATE**
- A. Procedural Update for 3007-B Public Use of Buildings and Grounds
- B. Procedural Update for 4012-A: Graduation Requirements
- C. New Procedure 4021-A: Concurrent Enrollment
- D. Procedure 5081-A Employee Ethical Standards and Codes of Conduct

V. RECESS

VI. **ACTION ITEMS**
- A. 2026 College Application Week
- B. Declaration of Schools as Open or Closed
- C. Holiday Lunches
- D. **Consent Agenda Instructions**
- E. **Consent Agenda**
  - 1. September 14, 2026 Meeting Minutes
  - 2. Sep 2026 Financials
  - 3. **New Hires**
    - a.
      - 1. New Employees
  - 4. Volunteers with approved background checks
  - 5. Homeschool Affidavits
  - 6. **Policies for 2nd Reading**
    - a. Update Policy 6029: Safe Schools - 2nd Reading
    - b. Update Policy 6038 Reporting Child Abuse - 2nd Reading
    - c. Policy 6052 - Acceptable Use of Internet and Technology - 2nd Reading
    - d. Policy 6062: Student Groups/Clubs update - 2nd Reading
    - e. Policy 6067: Sexual Harassment Update - 2nd Reading
  - 7. Out of State Travel Requests
  - 8. Miscellaneous
- F. Policy 2001 - Budgeting Policy - 1st Reading
- G. Policy 2009 - Conflict of Interest - 1st Reading
- H. Policy 4021: Concurrent Enrollment - 1st Reading
- I. Policy 5022 - Leave Benefits for 1st Reading
- J. Policy 5042 Background Checks - 1st Reading
- K. Policy 5081 - Employee Ethical Standards and Codes of Conduct - 1st Reading
- L. Policy 5085 - Employment Student Support and Scope of Practice - 1st Reading

VII. **BOARD ITEMS**

A. Board Items
VIII. CLOSED SESSION
IX. ADJOURNMENT

South Summit School District
Achieving Excellence

Public Use of Buildings and Grounds Procedure

Procedure: 3007-B

Section: 3000 District Organization

I. **Rental of Buildings and Grounds**

A. All after-hour use of any district building, except South Summit High School and South Summit Middle School must be scheduled through the District Facilities Scheduler using the District approved software. South Summit High School and South Summit Middle School schedule requests are scheduled through the High School and Middle School using the District approved software. Schools are given ~~first~~ priority when a schedule request is submitted. All other requests will be scheduled on a time and space available basis.

B. Use of public school buildings and grounds as civic centers.

1. As used in this section, “civic center” means a public school building or ground that is established and maintained as a limited public forum to district residents for supervised recreational activities and meetings.

2. Except as provided in Subsection (3), all public school buildings and grounds shall be civic centers.

3. Use of school property for civic center purposes may not interfere with a school function or purpose.

4. Local school boards’ responsibility for school buildings and grounds when used as civic centers.

a. As used in this section, “civic center” has the same meaning as provided in Utah Code.

b. A local school board:

i. Shall manage, direct, and control civic centers under this chapter;

ii. Shall adopt policies for the use of civic centers;

iii. May charge a reasonable fee for the use of school facilities as a civic center so that the district incurs no expense for that use;

iv. May appoint a special functions officer under Utah Code to have charge of the grounds and protect school property when used for civic center purposes;

v. Shall allow the use of a civic center, for other than school purposes, unless it determines that the use interferes with a school function or purpose; and

vi. Shall ensure that school administrators are trained about and properly implement the provisions of this section and Utah Code.

5. Prices should be set at a rate to cover all costs including administration, supervision/technician, custodian(s), supplies, and utilities.

    a. Boy Scouts of America Equal Access Act (part of No Child Left Behind Act of 2001) states that no public school, LEA or SEA that provides an opportunity for one or more outside youth or community groups to meet on school premises or in school facilities shall deny equal access or a fair opportunity to meet, or discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code as a patriotic society, that wishes to meet at the school.

        1. <u>CATEGORY 1</u>: SCHOOL, OR DISTRICT EDUCATIONAL, USE: School and school related organizations such as PTO, school clubs, and UHSAA athletic teams, shall not be charged rental fees for district-sponsored activities. Priority use for Category 1 shall be as follows:

a. School and school related educational use (including school sponsored educational clubs).

b. In season UHSAA Athletic Teams

c. South Summit Aquatic and Fitness Center sponsored student activities

d. Next season UHSAA Athletic Teams

e. South Summit Aquatic and Fitness Center sponsored adult activities

f. All other requests will follow the scheduling priorities listed below

2. CATEGORY 2: MUNICIPALITIES OR OTHER TAX-SUPPORTED AGENCIES

    1. Facilities may be rented for meetings, public open houses, meet the candidate nights, productions, etc. This includes registered political parties and officials. Category 2 is required to obtain the insurance liability policy (see section VI Rental Agreements Item D).

3. CATEGORY 3: CHARITABLE OR NON-PROFIT/COMMERCIAL ORGANIZATIONS

    1. This refers to any organization whose purpose is not to profit an individual or an organization (this would include developmental teams). Those wishing to rent the facilities under this category must provide evidence of their non-profit status. Charitable or Non-Profit/Commercial Organizations, developmental teams/squads, or competitive athletic teams, are required to obtain the insurance liability policy (see section VI Rental Agreements Item D).

4. CATEGORY 4: EMPLOYEE PERSONAL USE AND CLASS REUNIONS

    1. Employee Personal Use: There is no rental charge for employees to rent a space for person use (family gatherings, ~~etc~~etc.). Employees are required to obtain the insurance liability policy (see section VI Rental Agreements Item D).

    2. Class Reunions: There is no rental charge for SSSD Class Reunions to rent a space. Class Reunions are required to obtain the insurance liability policy (see section VI Rental Agreements Item D).

5. CATEGORY 5: GENERAL COMMUNITY USE, COMMERCIAL ORGANIZATIONS, FOR PROFIT EVENTS

    1. This refers to any individual, business or organization whose purpose is to profit from its activities (this includes developmental teams).

    2. General Community Use, Commercial Organizations, and For-Profit Events are required to obtain the insurance liability policy (see section VI Rental Agreements Item D).

6. As a guide to scheduling - priorities are as follows:

    1. Category 1

    2. Category 2

    3. Category 3

    4. Category 4

    5. Category 5

II. Cancellations and/or No-Shows

A. All scheduled rentals will be automatically cancelled on days when school has been unexpectedly cancelled or closed for any reason.

B. The superintendent will reserve the right to cancel any scheduled rentals without liability to the board.

C. A rental may be cancelled if the facility is required for school use.

D. A rental may also be cancelled due to emergency conditions as determined by the superintendent at his/her sole discretion.

E. Use of athletic / grass fields will be cancelled when:

1. The grass and / or sod is in poor playing condition as determined by the Facilities Director;

2. Damage is likely to occur if the use were allowed

F. Cancellation and No Shows will be subject to the following:

Cancellation with more than one week's notice	Full Refund
Cancellation with more than 72 ~~hrs~~hrs. notice but less than one week	50% Refund
Cancellation with less than 72 ~~hrs~~hrs. notice	No Refund
No Shows	No Refund

III. Public Use of School Kitchens

A. School and community organizations may receive approval to use South Summit School District's kitchens and food preparation equipment. However, there are numerous state and federal regulations under which our district School Food Service Program must operate. Generally, these regulations are helpful in ensuring quality, cleanliness, fairness, efficiency, and accountability in our program.

B. The following are Kitchen Use Policy:

1. Requests for kitchen use must be scheduled through the district facility scheduler using the district approved software and approved

by the Food Services Director prior to use. The presence of a member of the Food Services staff may be required for use of school kitchens.

2. Foods that are designated for federal programs (National School Breakfast and Lunch Programs) are not allowed to be stored with food for regular consumption and federal program foods will ~~have priority storage at all times~~always have priority storage. Since refrigerator and freezer space is limited, other arrangements must be made to properly store any foods served for special functions.

3. Use of the kitchen or equipment for special functions must not take place during school hours. Space is limited and priority is given to the school's breakfast/lunch preparation and service needs.

4. Leftover food must be removed at the conclusion of the event and will not be allowed to carry-over into the next school day. However, the Food and Nutrition Services Director, or delegate may approve carry-overs during non-school days.

5. Equipment must be cleaned and returned to the original location immediately after use; facilities must be left as they were found. Instructions for cleaning will be available in each kitchen.

6. Food purchased for special functions from South Summit Schools' vendors must be ordered on a separate invoice and charged to the appropriate department.

7. Cafeteria equipment and cooking tools are not to be moved or removed from the cafeteria for ANY reason. If equipment/tools are missing after a special function, the responsible parties may be charged for replacing items.

IV. General Rules & Regulations

A. The school building and grounds are primarily for the use of the school program and related activities.

1. No outside use of grounds will be allowed during school hours.

2. The building and grounds are under the direction of the school's principal.

3. School buildings cannot be used unless a District representative is in attendance. ~~Such a~~ The representative has authority to protect the building and equipment from improper use.

4. School buildings shall not be used for purposes considered competitive with private-industry or commercial purposes, except when used by non-profit organizations for community projects.

5. School buildings shall not be used for purposes that interfere with school activities.

6. The use of intoxicants or illegal drugs is prohibited at any time on school property.

7. The use of tobacco, tobacco products, nicotine pouches, or vaping on school property is prohibited at any time.

8. The grounds should not be used immediately after heavy rains or other times when the activity could damage the grounds. The school district supervisor of building and grounds will determine when damage could be sustained.

9. There is no driving of any non-maintenance vehicle on any sidewalks, grass, or turf fields.

10. Sunflower seeds, food, and chewing gum, are prohibited on any grass or turf fields.

11. Driving stakes into grass or turf fields is prohibited

12. All visitors to the school shall report to the office for permission to visit the school.

13. No alteration, addition, or major repair shall be made to the building or equipment unless the superintendent has approved a requisition covering the same.

14. In case of emergencies, the Red Cross or other welfare agencies may use the building with permission of the superintendent.

V. **Standards of Conduct for Non-District Groups Using District Facilities**

A. South Summit School District reserves the right to determine availability and retains the right to refuse or terminate facility usage if use is disruptive to school operations, counter to District policies, damaging to District property, discriminatory under federal or state laws, demeaning or degrading to District employees or other persons, or otherwise inappropriate for District facility use.

1. The following restrictions apply to use of the facilities.

    a. Utah State Law prohibits possession or consumption of alcoholic beverages on school property.

    b. Illegal drugs, tobacco, tobacco products, nicotine pouches, and alcohol are not allowed on school property regardless of activity or sponsoring entity.

    c. Except as outlined in Policy 4070 Voluntary Firearms Safety Training or an individual holds a valid “Utah Concealed Firearms Permit” firearms and weapons are not allowed.

    d. All groups or agencies whether public or private must comply with all applicable Americans with Disability Act rules and regulations.

    e. All groups are expected to provide appropriate supervision by a responsible adult (age 21 and over) and to remain in the area of the building designated for their use. All groups are expected to pick up any trash from their activity and clean any areas (grounds or buildings) they may have used.

    f. The use of school property for a civic center purpose may not interfere with a school function or purpose and is considered a permit for governmental immunity purposes for a governmental entity under Utah Code.

    g. Grounds must be left in clean and good condition after use. Vandalism and/or the abuse of school property are prohibited. The lessee and/or renting organization or party will be held responsible for the cost of damage incurred.

    h. The use of areas not covered by the rental agreement is also prohibited. The lessee and/or renting organization or party will be held responsible for cost of damages incurred in

these areas. In addition, the lessee will be charged the rental fee for areas that were used but not listed in the contract.

i. When buildings are occupied all fire and safety ordinances must be observed. All trash must be picked up at the conclusion of use. This includes trash on outside grassy areas and ball fields.

j. No person shall be permitted in the building after the supervisor or technician leaves at the conclusion of the activity. In no case can the locking of the building be delegated to non-school personnel.

k. If no employee is available to open the building or supervise an event (if necessary) then the event will not be approved.

l. The applicant agrees to provide traffic control, protection again pilfering, etc. as needed. The Board shall not be responsible for policing the grounds or regulating traffic.

m. No outside properties or equipment shall be brought into the building without prior approval of the principal or supervisor. When permission is granted, such property or equipment shall be removed immediately following its use and the Board, or its agents, shall not be responsible for damage or loss incurred to such property or equipment.

n. No signs, posters, properties, etc., can be attached to the building by any materials, such as pins, tacks, tape, etc., except upon approval in advance by the principal or supervisor. Independent supports must be provided.

o. Activities for minors shall be concluded by 10:00 p.m. on weekdays and 11:00 p.m. on weekends except when a later hour is approved by the Superintendent. The conduct of those attending such activities shall be of such standard as benefits a proper use of an educational unit. Foul language, rowdiness, etc., shall not be permitted.

p. Facility Rental requests must be made at least 10 days in advance and may not be made more than 90 days prior to an event.

q. Buildings are not to be used for any purpose on Sunday except by the express permission of the Superintendent.

VI. **Rental Agreements**

A. The District Facility Scheduler will provide final approval of all facility schedule requests and facility rental agreements that fall after 4:00 p.m. on weekdays or on non-school days and weekends (except South Summit High School and South Summit Middle School).

B. Principals, athletic directors, and coaches are not authorized to approve grounds use for any group other than school programs. They must schedule the group within the district approved scheduling software program.

C. A deposit of 20% of the total rental cost shall be paid prior to the day of the rental with the remainder of the fee paid within 5 business days following the event.

D. Each lessee (categories 3, 4, and 5) must provide proof of $2,000,000 liability insurance ($1,000,000 per occurrence / $2,000,000 aggregate) at least five business days before the activity/event or the activity/event will be canceled.

E. The rental time shall be computed from the time the lessee requested the opening of the doors until the doors are locked at the close of the activity.

F. Any time over the estimated closing time shall be charged on a half-hour basis. No refunds will be given.

G. There is not a rate differentiation between practice, rehearsals and performances in the rental of facilities.

H. By submitting a facility rental request through the district online scheduler, the responsible party thereby accepts full responsibility and liability for and ~~in~~ on behalf of the renting organization, its officers and members for all accidents, damage, injuries, etc., to persons, building, grounds and equipment associated or connected with the activity, event or function of the renting organization.

I. The superintendent may adjust rental fees for individual activities in situations where special circumstances exist.

VII. Procedure for Scheduling of Buildings

A. Principals and their designee shall be given rights to the online facility scheduling management system to:

1. Schedule school events
2. Schedule school events on non-school days and weekends;
3. Schedule employee event requests; and
4. Approve all scheduled school level activities for their building.
5. All after hour requests approved by the principal or their designee shall be forwarded to the district facility scheduler for final approval, with the exception of South Summit High School and South Summit Middle School.

VIII. High School Athletics, Extracurricular / Curricular Activities and School Performances

A. Coaches of athletic teams shall be given rights to the online facility scheduling management system to:

1. Schedule practice sessions;
2. Schedule home games;
3. Schedule away games; and
4. Complete overnight travel requests

B. Advisors of extracurricular activities and performing groups shall be given rights to the on-line facility scheduling management system to:

1. Schedule practice sessions;
2. Schedule competitions;
3. Schedule performances; and
4. Complete overnight travel requests

IX. **ADA Compliance**

A. In compliance with the Americans with Disabilities Act (ADA) any individual groups or organizations wishing to use district facilities must meet ~~all of~~all the provisions of the law and provide program access to otherwise qualified individuals. Individuals must be provided special accommodations including auxiliary communicative aids and services. Anyone wishing to use district facilities must agree to abide by the provisions of the ADA. Individuals can contact the district ADA compliance officer for further information.

Cross Reference: Policy 3007

Adopted Date: December 9, 2021
Last Reviewed Date:9/8/2025
Last Revised Date: 9/8/2025
Prior Revised Dates: 05/12/2022, 01/12/2023, 12/14/2023, 06/13/2024, 6/9/2025

South Summit School District
Achieving Excellence

UTAH COLLEGE APPLICATION WEEK

South Summit Board of Education
Proclamation

WHEREAS the South Summit Board of Education strives to ensure students are college and career ready when they graduate high school;

WHEREAS the college application process may be a barrier to some high school students pursuing postsecondary education due to an absence of information or support;

WHEREAS obtaining a postsecondary degree has been linked to higher income, better health and increased community involvement;

WHEREAS South Summit School District is participating in Utah College Application Week, designed to increase the number of students who apply to and enroll in college with a particular focus on first-generation and low-income students;

NOW, THEREFORE, we, as members of the South Summit Board of Education, do hereby declare Oct. 19 - 22, 2026 Utah College Application Week in South Summit School District, and encourage all South Summit High School Seniors to take advantage of the valuable assistance provided through this initiative and to apply to at least one college, technical program or entity of higher education.

Signed this 12th day of October, 2026.

_____	_____
Matt Weller, President	Lynda Whitmore, Vice-President
_____	_____
Dan Eckert, Board Member	Wade Woolstenhulme, Board Member
_____	_____
Ty Metcalf, Board Member	Greg Maughan, Superintendent

Background Checks
Policy 5042
Section: 5000 - Personnel

I. **Policy Statement**

A. The Board of Education is committed to providing a safe and secure educational and working environment for students and employees. As part of this effort, the District requires criminal background checks of licensed employees, non-licensed employees, contracted employees, and volunteers who will be working directly with students.

II. Definitions

A. A licensed employee is one who holds a current Utah educator license issued by the State Board of Education.

B. A non-licensed employee is one who does not hold a current Utah educator license issued by the State Board of Education.

C. A qualifying volunteer is a volunteer who will be given significant unsupervised access to a student in connection with the volunteer's assignment. For purposes of this policy, "qualifying volunteer" does not include an officer or employee of a cooperating employer which has an internship safety agreement with the District as provided in Policy 5071.

D. A contract employee is an employee of a staffing service or other entity who works at a District school under a contract.

E. Personal identifying information means an individual's current name, former names, nicknames and aliases; date of birth; address; telephone number; driver's~~driver~~ license number or other government-issued identification number; Social Security number; and fingerprints.

III. Required Employment Reference Checks

In addition to satisfying the requirements of this policy, the District shall also conduct such employment reference checks as are required by Policy 5003, Employee References and Letters of Recommendation.

IV. Application Notice and Waiver Regarding Background Checks

A. At the time a prospective employee or qualifying volunteer applies for employment or service with the District, such prospective employee or qualifying volunteer shall fill out an application providing the following warning:

1. All references stated in this application will be checked by the South Summit School District, and it is the policy of this School District that false information will be grounds for rejecting your application with no further consideration for the position; or, if such false information is discovered after hire, you will be subject to immediate termination for cause. Any false information may also be the grounds for criminal prosecution.

B. All employees, qualifying volunteers, and contract employees seeking employment with the District or service in a District school shall sign a written consent, release, waiver, and authorization which authorizes the District to request information from the individual's past employers and supervisors. The consent, release, waiver, and authorization shall also authorize the District to contact any applicable

licensing agency and former employers to obtain a background check, including a reference check, and to conduct a background search into the employee's criminal record, if any, or any other background check as the District deems necessary to satisfy itself of the quality and competence of the individual's~~individual s~~ credentials, including submitting personal identifying information to the Bureau of Criminal Identification within the Department of Public Safety and retaining the personal identifying information for ongoing monitoring. (Release Forms are available in Procedure 5042.)

V. Criminal Background Check and Monitoring for Licensed ~~Employeesemployees~~

A. All persons seeking a licensed employee position with the District shall provide their educator licensing information with their application for employment.

B. Prior to employing an individual as a licensed employee, the District shall confirm the individual's license status and standing with the State Board of Education, including inquiring regarding any prior or pending disciplinary actions or complaints.

C. Upon employing an individual as a licensed employee, the District shall request that the State Board of Education provide notification to the District of any changes or updates received by the State Board through its ongoing monitoring of the individual's criminal history and background.

VI. Criminal Background Check for Non-Licensed Employees and Volunteers

A. All non-licensed employees, qualifying volunteers, and contract employees seeking employment with the District or service in a District

school shall provide their personal identifying information with their application.

B. Non-licensed employees include substitute teachers who are not licensed by the State Board of Education.

C. The District shall obtain consent from each applicant seeking employment as a non-licensed employee or service as a qualifying volunteer or contract employee for (1) an initial fingerprint-based background check by the FBI and Bureau of Criminal Identification and (2) the retention of personal identifying information and ongoing monitoring by the Bureau of Criminal Identification. (Consent form is included in Procedure 5042.)

D. Prior to employing a non-licensed employee or permitting a contract employee or qualifying volunteer to provide service in a District school, the District shall require the individual to undergo a background check. The District shall submit the individual's personal identifying information, including fingerprints, to the Bureau of Criminal Identification for this background check.

E. Upon employing a non-licensed employee or permitting a contract employee or qualifying volunteer to provide service in a District school, the District shall request ongoing monitoring of the individual through the Bureau of Criminal Identification unless the individual is younger than 18 years old.

F. In the discretion of the Superintendent or the Superintendent's appointee, if the employment or service is to be temporary or for a very short term, the non-licensed employee, contract employee, or qualifying volunteer may be exempted from ongoing monitoring.

G. With respect to applications submitted by prospective non-licensed employees, contract employees, or qualifying

volunteers, the District will pay the cost of an applicant's background check.

VII. Use of Criminal History and Background Check Information

A. In making decisions in reliance on criminal history information, the District shall consider rules established by the State Board of Education and

1. any convictions, including pleas in abeyance;

2. any matters involving a felony; and

3. any matters involving an alleged:
4. sexual offense;

5. class A misdemeanor drug offense;

6. offense against the person under Title 76, Chapter 5, Offenses Against the Person;

7. class A misdemeanor property offense that is alleged to have occurred within the previous three years; and

8. any other type of criminal offense, if more than one occurrence of the same type of offense is alleged to have occurred within the previous eight years.

B. Information obtained pursuant to a criminal background check is confidential and may only be disclosed as provided herein.

VIII. Cloning National Background Check Information for Another School

At the request of another school or qualifying private school that requires a national background check for an employee or volunteer who is relocating, providing temporary volunteer services, or under contract, the District shall provide the other school an opportunity to clone the subscription or data from the FBI Rap Back System that the District obtained, as provided for by and in accordance with the requirements of Utah Code § 53-10-108.

IX. **Due Process**

A. A criminal conviction does not preclude employment with the District. The District has the sole and absolute discretion to determine whether the outcome of a criminal background check or driving record check is satisfactory. The safety and security of District~~district~~ students will be the foremost consideration. The Superintendent, Human Resources, and hiring manager shall consider each circumstance on a case-by-case basis to determine an applicant or current employee's~~employee s~~ suitability to work in the District. If the District disqualifies an applicant as a result of criminal history obtained from a background check, the District shall give the individual written notice of the disqualification and of the individual's right to request a review of the disqualification.

B. An individual disqualified by the District as a result of a background check may request a review of the information received by the District through the background check and of the reasons for the disqualification and may respond to the information and the reasons for disqualification. The District shall, consistent with the requirements of Utah Code to allow the individual to review the criminal history information received by the District.

X. **Privacy Risk Mitigation: Discontinuing Monitoring**

A. Upon termination of District employment of a licensed employee (whether by retirement, resignation, termination with or without cause, non-renewal, ¶
or any other reason), the District shall, by written notice to the Utah State Board of Education, request that the State Board cease to notify the District of information received by the State Board through its ongoing monitoring of the individual's criminal history and background.

B. Upon termination of District employment or service of a non-licensed employee, contract employee, or qualifying volunteer (whether by retirement, resignation, termination with or without cause, non-renewal, or any other reason), the District shall, by written notice to the Bureau of Criminal Identification, request that the Bureau discontinue its ongoing monitoring of the individual's criminal history and background and notices to the District regarding changes to criminal history and background.

XI. Check for State Board of Education Restrictions

A. Prior to employing an individual or allowing an individual to volunteer in a District school, the District shall ask the State Board of Education whether the individual (1) has been determined to be ineligible for an educator license, (2) is under suspension of license, or (3) has had an educator license revoked; the District shall also ask whether the individual is under restriction because of any of these actions.
B. If the individual is under restriction, the individual may not be employed by the District (including as a substitute teacher) nor allowed to volunteer in a District school.
C. If the individual has been subject to license action by the State Board of Education but is not under restriction, then the District shall determine whether to employ the individual or allow the individual to volunteer considering the nature of the license action and the circumstances underlying the action.

References:

Utah Code § 53G-11-401(3), (6), (7) (2024)
Utah Code § 53G-11-402(1)(a)(iii) (2024)
Utah Admin. Rules R277-316-2(6), (10), (11), (13) (January 10, 2025)
Utah Code § 53G-11-402(1)(a) (2024)
Utah Code § 53-10-108(13)(b)(ii) (2025)
Utah Code § 53G-11-402(1)(b) (2024)
Utah Code § 53E-6-901(3) (2026)
Utah Admin. Rules R277-316-3(1)(a) (January 10, 2025)
Utah Code § 53G-11-402(1)(b)(iii) (2024)

Utah Code § 53G-11-402(1)(a), (c) (2024)
Utah Admin. Rules R277-316-3(1)(a) (January 10, 2025)
Utah Code § 53G-11-402(1)(c)(ii) (2024)
Utah Admin. Rules R277-316-3(1)(a) (January 10, 2025)
Utah Code § 53G-11-402(4) (2024)
Utah Code § 53G-11-402(2) (2024)
Utah Code § 53G-11-405(3) (2022)
Utah Code § 53G-11-402(3) (2024)
Utah Code § 53G-11-402(5) (2024)

Utah Code § 53G-11-405(1)(c) (2022)
Utah Code § 53G-11-405(1)(a), (b) (2022)
Utah Code § 53G-11-402(1)(d) (2024)
Utah Code § 53-10-108(13)(b)(iii) (2025)
Utah Code § 53G-11-402(1)(d) (2024)
Utah Code § 53-10-108(13)(b)(iii) (2025)
Utah Admin. Rules R277-316-3(1)(b) (January 10, 2025)
Utah Code § 53E-6-603(3)(a) (2026)
Utah Code § 53E-6-604(5)(e) (2026)
Utah Code § 53E-6-604.5 (2026)
Utah Code § 53E-6-901(5) (2026)

Utah Code § 53G-11-401(3), (7), (8) (2018)
Utah Code § 53G-11-402(1)(a) (2018) Utah Code § 53-10-108(13)(b)(ii) (2018) Utah Code § 53G-11-402(1)(b) (2018)
Utah Code § 53E-6-901(2) (2018)
Utah Code § 53G-11-402(1)(b)(iii) (2018) Utah Code § 53G-11-402(1)(a), (c) (2018) Utah Code § 53G-11-402(1)(c)(ii) (2018)
Utah Code § 53G-11-402(5) (2018)
Utah Code § 53G-11-402(2) (2018) Utah Code § 53G-11-405(3) (2015) Utah Code

§ 53G-11-402(4) (2018) Utah Code § 53G-11-405(1)(c) (2018) Utah Code § 53-10-108 Utah Code § 53G-11-405(1)(a), (b) (2018) Utah Code § 53G-11-402(1)(d) (2018) Utah Code § 53-10-108(13)(b)(iii) (2018) Utah Code § 53G-11-402(1)(d) (2018) Utah Code § 53-10-108(13)(b)(iii) (2018)

Adoption Date: March 10, 2011 Last Reviewed Date: 02/09/2023 Last Revised Date: 02/09/2023 Prior Revised Dates:12/12/2019