

ARTICLE 4

STUDENTS

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4110 EQUAL EDUCATION OPPORTUNITIES

Article X Section I of the State Constitution states that "public schools shall be open to all children of the state, and be free from sectarian control."

4120 STUDENT DISCRIMINATION AND HARASSMENT POLICY

I. PURPOSE AND PHILOSOPHY

The purpose of this policy is to help create a safe and inclusive climate throughout Weber School District (“District”) wherein diversity/differences are embraced and celebrated, every student and employee is inspired to achieve, thrive and grow, and where each is empowered to act against any form of intolerance, bigotry (and/or) injustice. This policy is intended to address discrimination and harassment in the District’s schools under Title IV, Title VI, Title IX¹ or Section 504 of the Rehabilitation Act of 1973. The District seeks to ensure its schools are free from discriminatory and harassing behaviors by students, teachers, and other employees and that students, teachers, and employees feel safe and included in all aspects of the educational environment. Equity and inclusion are key components in the District’s mission as an educational institution and it is the expectation of the board that equity and inclusion are at the forefront of every educational program and activity within the District.

II. POLICY

The District prohibits discrimination and discriminatory harassment on the basis of race, color, national origin, sex, disability, or any other group as required by state and federal laws.

The District prohibits discrimination and discriminatory harassment on school property, at school activities, or off campus if the conduct has a strong nexus to school. Students in the District shall not be subject to discrimination or discriminatory harassment, excluded from participation in, or denied the benefits of school programs or activities on the basis of race, color national origin, sex, or disability. The District will promptly investigate all allegations of discrimination and discriminatory harassment, according to the procedures outlined in this Policy, and a substantiated charge of discriminatory harassment will result in disciplinary action. The District is committed to working with students and parents to prevent all discrimination and discriminatory harassment and provide equal access to educational programs and a safe learning environment for all students.

III. DEFINITIONS AND EXAMPLES

A. Discrimination: the unjust or prejudicial treatment of different individuals on the grounds of race, age, or sex, including sexual orientation or gender identity. The following are examples of discrimination. This is not an exhaustive or comprehensive list and is not intended to cover all acts of discrimination.

1. Disproportionate discipline based on a student’s race, color, national origin, sex, including sexual orientation or gender status, or disability
2. Denying students with a disability access to FAPE

¹ Sexual harassment under Title IX is addressed in WSD Policy 4121. All other forms of discrimination under Title IX, other than sexual harassment, are addressed in this Policy.

3. Assigning students of a particular race, color, national origin, sex, sexual orientation, gender identity, or disability to an inadequate or less adequate building, facility, bus, program, class, project, teachers, activity, school, or grouping of any kind
4. Providing less adequate facilities for female athletes versus male athletes or for male athletes versus female athletes
5. Providing less options for sports for female athletes versus male athletes or for male athletes versus female athletes
6. Providing less funding for sports for female athletes versus male athletes or for male athletes versus female athletes
7. Denying access to facilities for individuals with disabilities, including access to written and spoken language
8. Denying privileges or opportunities to students based on a student's race, color, national origin, sex, including sexual orientation and gender status.

B. Discriminatory harassment: harassment based on a person's race, skin color, national origin, sex,² including sexual orientation or gender identity, or disability. Discriminatory harassment that denies a person access to education programs or activities may also constitute a civil rights violation. The following are examples of discriminatory harassment. This is not an exhaustive or comprehensive list and is not intended to cover all acts of discriminatory harassment.

1. Threatening or intimidating conduct directed at a student because of the student's race, color, religion, sex, national origin, physical or mental disability
2. Use of **discriminatory language**, when targeted at a student or group of students, including epithets, slurs, negative stereotype, name calling, verbal abuse, derogatory comments, degrading descriptions, and hostile acts which are based upon a student's race, color, religion, sex (including sexual orientation and gender identification) national origin, physical or mental disability
3. Verbal, written, or graphic material containing comments or stereotypes aimed at degrading students or members of protected classes
4. Aggressive conduct towards a student motivated by race, color, religion, sex, national origin, physical or mental disability, or other classification protected by law
5. Graffiti containing offensive or derogatory language, symbols, or pictures in the context any of the legally protected classifications

² Discriminatory harassment based on sex that meets the definition of Sexual Harassment under Title IX is addressed in Policy 4121.

6. Any unwelcome communication (whether written, verbal, or sent by electronic or other means) that is offensive or degrading and motivated by a student's race, color, religion, sex, national origin, physical or mental disability, or other classification protected by law
 7. Jokes, notes, stories, drawings or pictures, gestures, or the display or distribution of offensive or degrading material based upon any of the legally protected classifications
 8. Displaying words, pictures, or symbols on clothing that are offensive or degrading based upon any of the legally protected classifications
 9. Engaging in any of the foregoing types of discriminatory or harassing behavior outside of school or outside of school-related activities and events, but which materially disrupt the educational environment at school
 10. Mocking someone's speech, clothes, hairstyle, customs on the basis of race, color, religion, national origin, sex, or disability or other classification protected by law.
- C. Discriminatory language: slurs, epithets, phrases, nicknames, expressions, labels, name-calling or any similar language that have a history of being discriminatory or are often used in a derogatory way, targeted at a protected class, regardless of whether the speaker intended the language to be discriminatory. The use of the "N" word will always be discriminatory language, no matter the context in which the word is used.
- D. Sexual harassment: the same meaning as found in WSD Policy 4121, and for purposes of this policy is restated as: "conduct on the basis of sex that satisfies one or more of the following:
1. An employee of the District conditioning the provision of an aid, benefit, or service of the District on the individual's participation in unwelcome sexual conduct (ie, "quid pro quo");
 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
 3. Sexual assault, dating violence, domestic violence, or stalking, as defined in the Clery Act and in Policy 4121.
- E. Sexual misconduct: conduct of a sexual nature that violates Policy 5200 because it is behavior or threatened behavior that poses an immediate and significant threat to the welfare, safety, or morals of other students or school personnel, but does not meet the definition of sexual harassment. Sexual misconduct could be discriminatory harassment if the conduct is targeted at another person, but is not necessarily discriminatory harassment.

Examples: The following are examples of sexual conduct that, depending on the facts of the allegation, may be deemed sexual harassment or may be deemed sexual misconduct. Examples below that are, on their face, sexual harassment allegations will be so noted.

This list is not exhaustive and is not intended to be a comprehensive list of all behaviors that are sexual harassment and/or sexual misconduct.

1. Adult-to-student:

- (1) Sexual flirtations or propositions, or any sexual invitations or requests for sexual activity
- (2) Sexual invitations or requests for sexual activity in exchange for grades, preferences, favors, selection for extracurricular activities, homework, etc. (sexual harassment)
- (3) Graphic verbal comments about an individual's body, overly personal conversations of a sexual nature, or any communication (whether written, verbal, or sent by electronic or other means) that is sexually suggestive, sexually degrading, or implies sexual motives or intentions
- (4) Telling sexual jokes, notes, stories, drawings or pictures, gestures, or the display or distribution of pornographic or sexually oriented material
- (5) Touching a student's buttocks, genitals, or a female's breasts (over or under clothing) at any time (If this meets the definition of "sexual assault" from the Clery Act, it is sexual harassment)
- (6) Touching a student's body parts (not named above) if done so in a sexual way, including, but not limited to, massaging, grabbing, fondling, stroking, or brushing the body in a sexual way (If this meets the definition of "sexual assault" from the Clery Act, it is sexual harassment)
- (7) Touching oneself or another individual's body or clothing in a sexual way
- (8) Purposefully cornering or blocking normal movements or stalking
- (9) Sexual activities of a criminal nature, including but not limited to: rape, attempted rape, sexual assault, attempted sexual assault, forcible sexual abuse and sexual exploitation of a minor. (These terms are defined in the Utah Criminal Code) (Sexual Harassment)
- (10) Engaging in the improper use of school computers and the internet, which could create a hostile environment, including, but not limited to, accessing, downloading, or uploading pornography; sharing internet pornography or emails with students; creating or maintaining websites with sexual content; participating in sexual discussions by means of email; internet chat rooms, instant messaging, or any other form of electronic communication

2. Student-to-Student

- (1) Repeated leering, sexual flirtations or propositions, or any sexual invitations or requests for sexual activity after being told the behavior is unwelcome.
- (2) Calling a person names using sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions, or howling, catcalls, and whistling
- (3) Spreading rumors about a person's sexual proclivities or activities or "ratings list" where students rate the physical attractiveness or sexiness of other students

- (4) Teasing a person enrolled in a predominantly single-gender subject/classroom
- (5) Teasing a person for not conforming to gender stereotypes, or actual or perceived sexual orientation or gender identity
- (6) Unwanted and unwelcome touching another person's buttocks, genitals, or a female's breasts (over or under clothing) at any time, including the use of objects to touch another person's buttocks, genitals, or a female's breasts (If this allegation meets the definition of "sexual assault" from the Clery Act, it is Sexual Harassment.)
- (7) Unwanted and unwelcome touching of another person's body parts (not named above) if done so in a sexual way, including, but not limited to, massaging, grabbing, fondling, stroking, or brushing the body in a sexual way
- (8) Touching oneself or another individual's body or clothing in a sexual way
- (9) Physical pranks that are sexual in nature, including but not limited to pranks for hazing and/or initiation when it involves touching another individual's clothing or body parts: pulling undergarments up at the waist so it goes in between the buttocks (snuggies or wedgies), snapping a student's bra, flipping up a student's skirt, pulling down someone's pants or swimming suit (pantsing or spiking), grabbing or touching male genitalia over the pants in a joking manner (squirrel tapping), and/or slapping or grabbing buttocks or breasts (male or female).
- (10) Purposefully cornering or blocking normal movements or stalking
- (11) Sexual activities of a criminal nature, including but not limited to: rape, attempted rape, sexual assault, attempted sexual assault, forcible sexual abuse and sexual exploitation of a minor. (These terms are defined in the Utah Criminal Code and where they also meet the definitions of sexual assault, dating violence, domestic violence, or stalking in the Clery Act, they are Sexual Harassment.)
- (12) Sharing internet pornography or emails with other students or unwelcome sexual discussions by email or other electronic means (chat rooms, instant messaging etc.)
- (13) The solicitation of nude, semi-nude, or sexually explicit images of a student when the solicitation is accompanied by threats or blackmail
- (14) The dissemination of nude, semi-nude or sexually explicit images of a student without that student's consent

3. Educational Climate

- (1) Generalized use of sexual slurs, epithets, derogatory comments, or sexually degrading descriptions, or howling, catcalls, and whistling
- (2) Sexually graphic electronic messages or games
- (3) Telling sexual jokes, notes, stories, drawings or pictures, or gestures
- (4) The display or distribution of pornographic or sexually oriented material
- (5) Displaying words, pictures, or symbols on clothing that are sexually explicit or have an underlying sexual connotation

- (6) Widespread “games” students play that involve touching another person’s clothing or body parts, such as: , pulling undergarments up at the waist so it goes in between the buttocks (snuggies or wedgies), bra-snapping, skirt flip-ups, pulling down someone’s pants or swimming suit (pantsing or spiking), grabbing or touching male genitalia over the pants in a joking manner (squirrel tapping), and/or slapping or grabbing buttocks or breasts (male or female).
 - (7) Intentionally exposing or causing the exposure or accentuation of undergarments, genitalia, or other body parts of oneself, included but not limited to: mooning, streaking, flashing, skirt-flipping, or other sexually suggestive exposure in person or in photos or videos.
 - (8) Displaying sexually suggestive objects or performing/showing unwelcome and offensive skits, assemblies, and sexually suggestive productions, or skits, assemblies and productions that make fun of students based on sexual stereotype and/or sexual orientation and/or gender identity
 - (9) Unwelcome and offensive sexual public display of affection including making out, groping, folding, petting and sexually suggestive dancing
 - (10) Engaging in the improper use of school computers and the internet, which could create a hostile environment, including, but not limited to, accessing, downloading, or uploading pornography; sharing internet pornography or emails with students; creating or maintaining websites with sexual content; participating in sexual discussions by means of email; internet chat rooms, instant messaging, or any other form of electronic communication
 - (11) Written sexual messages, notes or graffiti on bathroom walls or locker rooms
- F. At school: on school property (including WSD busses), at a school-related event, in route to a school related event, or at a WSD-designated bus stop.
- G. Nexus: connection to school. The closer the connection in both time and space, the stronger the nexus is. For example, an incident occurring on a family trip out of the country over the summer has a weak nexus to school. On the other hand, an incident occurring right after school at a park across the street involving students from the school has a strong nexus to school. Also, a nexus to school may be created when students bring the incident to school by talking about it to the point of causing an educational disruption, by sharing videos or pictures of the incident, or when the incident is shared on social media through the school’s network while at school, during the school day, with other students at the school.

IV. **DISCRIMINATION**

- A. Prohibited Conduct. Discrimination as defined in this policy is strictly prohibited. Students and/or parents who feel they have been subjected to discrimination should follow the reporting procedures set forth below.

B. Procedures for Reporting and Investigating

1. Parents or students and students who feel they have been subject to discrimination as defined here may submit a complaint in writing to the principal of the school.
 - (1) If the discrimination is based on sex, the parent or student may, in the alternative, file a complaint directly with the District's Title IX Coordinators over discrimination, whose contact information is listed at the end of the policy.
 - (2) If a complaint is filed with a Title IX Coordinator, the Title IX Coordinator will work with the building principal to investigate and will follow the same process outlined in steps 2-7.
 - (3) An appeal from a written determination by the District's Title IX Coordinators will be heard by the Superintendent.
2. A complaint does not have to be in writing in order to begin an investigation, but parents/students are encouraged to submit written complaints to ensure the principal is adequately informed of all details relevant to the complaint.
3. A principal who receives a verbal complaint will document the complaint and obtain all relevant information to allow for a thorough investigation.
4. The principal or his/her delegates, will conduct an impartial investigation into the complaint.
5. The principal will notify the appropriate District coordinator immediately after an impartial investigation.
6. The investigation will be conducted in a timely manner. If the investigation takes longer than five school days to gather all relevant data, the principal will notify the complainant of the status of the investigation and when he/she can expect a resolution.
7. At the conclusion of the investigation the principal will respond in writing to the written complaint with the outcome of the investigation.
8. The parent may appeal the principal's response (or failure to respond) in writing to the appropriate District level coordinator.
9. At any time, a student and/or parent is entitled to file a complaint with the Office for Civil Rights, which contact information is found at the end of this policy.

C. Remediation

1. Following a determination to discrimination, WSD will take prompt and effective steps to remedy the discriminatory conduct and eliminate it from WSD's programs and activities.

V. DISCRIMINATORY HARASSMENT

A. Prohibited Conduct.

1. Discriminatory harassment is strictly prohibited in WSD schools, on WSD property, and at any school event.
2. Discriminatory harassment that occurs off school grounds or outside a school event is also strictly prohibited if the harassment has a nexus to the school.

B. Procedures for reporting and investigating

1. Administrators who receive a report of discriminatory harassment that meets the definition of Bullying in Policy 5201 will follow the investigative procedures outlined in section 5 of WSD's Bullying Policy 5201. Discriminatory harassment will meet the definition of Bullying if there is an identifiable target or targets.
2. Administrators who receive a report of discriminatory harassment that does not meet the definition of Bullying in Policy 5201 will document the harassment and take prompt and effective steps to investigate and stop the discriminatory harassment.

- (1) Examples of discriminatory harassment that do not meet the definition of Bullying include:
 - (a) use of **discriminatory language** with one another without intent to intimidate or harass
 - (b) clothing (t-shirts or hats) with messages that may be offensive to others based on race, color, national origin or disability
 - (c) display of Confederate or Nazi flag, or other emblems that have a history or association with prejudicial discrimination and/or racism
 - (d) social media posts of pictures, poems, songs, or quotes that have **discriminatory language** when the post has a nexus to school or is posted in violation of an extracurricular contract
 - (e) telling of jokes targeting a particular group based on race, gender, color, national origin, or disability
 - (f) any other display (pictures, videos, recordings of any kind) of conduct that is disparaging, threatening, or demeaning to a particular group based on race, color, national origin, or disability.
- (2) Administrators will immediately address the discriminatory harassment with all students engaging in discriminatory harassment, and will teach students why the conduct is prohibited.
- (3) Administrators will document reports of discriminatory harassment in MyStudent and check the "Discriminatory Harassment" indicator.

- (4) Administrators will take prompt and effective steps to eliminate the discriminatory harassment, including, but not limited to:
 - (a) Disciplining students who demonstrate knowledge of the offensiveness of the conduct
 - (b) Restorative justice practices
 - (c) Professional Development for teachers to incorporate lessons on equity, justice, and inclusion into the classroom
 - (d) School-wide assemblies addressing equity, justice, and inclusion

VI. SEXUAL HARASSMENT AND SEXUAL MISCONDUCT

A. Prohibited Conduct.

1. Sexual harassment and sexual misconduct are strictly prohibited in WSD schools, on WSD property, and at any school event.
2. Sexual misconduct that occurs off school grounds or outside a school event is also strictly prohibited if the misconduct has a nexus to the school. Sexual harassment that occurs off school grounds and outside the jurisdiction of Policy 4121 will be addressed as sexual misconduct and investigated in accordance with the procedures of this policy if the harassment has a nexus to the school.

B. Procedures for Investigating and Reporting.

1. Sexual harassment v. sexual misconduct

- (1) All formal complaints of sexual harassment will be addressed in accordance with the procedures outlined in Policy 4121.
- (2) A complaint of sexual harassment that is dismissed under Policy 4121 for failure to meet the definition of sexual harassment either on its face or following an investigation may be treated as sexual misconduct and addressed in accordance with this Policy.
- (3) A report of conduct that meets the definition of sexual harassment in Policy 4121 but is not accompanied by a formal complaint will be addressed in accordance with Section V.D.4 of Policy 4121.
- (4) Conduct that meets the definition of sexual harassment may not be considered sexual misconduct for the sole purpose of avoiding the procedures set forth in Policy 4121.
- (5) A pattern of sexual misconduct may meet the definition of sexual harassment under Policy 4121 if the pattern, taken as a whole, the pattern of behavior is unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity

2. *Sexual misconduct*

- (1) Administrators who receive a report of sexual misconduct that meets the definition of Bullying in Policy 5201 will follow the investigative procedures outlined in section 5 of WSD's Bullying Policy 5201. Sexual misconduct will meet the definition of Bullying if there is an identifiable target or targets.
- (2) Administrators who receive a report of sexual misconduct that does not meet the definition of Bullying in Policy 5201 will document the misconduct and take prompt and effective steps to investigate and stop the discriminatory harassment.
- (3) Examples of sexual misconduct that do not meet the definition of Bullying include the examples outlined in Section III.E.3. of this policy describing a climate of sexual misconduct.
- (4) Administrators will immediately address the sexual misconduct with all students engaging in the conduct, and will teach students why the conduct is prohibited.
- (5) Administrators will document reports of sexual misconduct in MyStudent and check the "Sexual Misconduct" box.
- (6) Administrators will take prompt and effective steps to eliminate the sexual misconduct, including, but not limited to:
 - (a) Disciplining students who demonstrate knowledge of the offensiveness of the conduct
 - (b) Restorative justice practices
 - (c) Professional Development for teachers to incorporate lessons on respect and inclusion into the classroom
 - (d) School-wide assemblies addressing respect and inclusion

C. Reporting to Law Enforcement:

1. The following conduct must be reported to law enforcement or the Division of Child and Family Services (DCFS) without delay, when a school employee has reason to believe that it has occurred:
 - (1) Any of the adult-to-student behavior
 - (2) Unwanted and unwelcome touching another person's buttocks, genitals, or a female's breasts (over or under clothing) at any time, including the use of objects to touch another person's buttocks, genitals, or a female's breasts
 - (3) Unwanted and unwelcome touching of another person's body parts (not named above) if done so in a sexual way, including, but not limited to, massaging, grabbing, fondling, stroking, or brushing the body in a sexual way
 - (4) Sexual activities of a criminal nature, including but not limited to: rape, attempted rape, sexual assault, attempted sexual assault, forcible sexual abuse and sexual exploitation of a minor. (These terms are defined in the Utah Criminal Code)
 - (5) The solicitation of nude, semi-nude, or sexually explicit images of a student when the solicitation is accompanied by threats or blackmail;
 - (6) The dissemination of nude, semi-nude or sexually explicit images of a student without that student's consent;

- (7) Written sexual messages, notes or graffiti on bathroom walls or locker rooms (where the graffiti or notes are sufficient enough to cause monetary damage and may constitute vandalism)
2. When a report of sexual harassment that occurred at school or a school-sponsored event has been referred to law enforcement, the school administrator will work with law enforcement to ensure the obligations under this policy and Policy 4121 are met.
3. If a school investigation is delayed at the request of law enforcement during a criminal investigation, administrators will ensure supportive measures are in place to keep all parties involved in allegations of sexual harassment or sexual misconduct safe.
4. When a report of sexual harassment that occurred off school grounds and not at a school-sponsored event has been referred to law enforcement, the school administrator will work to ensure the students involved feel safe and have continued access to educational programs and or opportunities.
5. Regardless of the outcome of the criminal investigation, the school administrator will pursue an investigation of the allegations, either under this policy or Policy 4121.

VII. DISCIPLINE

- A. Students found in violation of this policy are subject to discipline in accordance with Policy 5200 and the Administrator Student Discipline Handbook.
- B. A student participating in extracurricular activities who is found to be in violation of the policy may be suspended from participation in the activity or removed from the activity altogether. A student removed from participation in an extracurricular activity is not entitled to due process.
- C. Throughout all investigations of allegations under this policy, the standard of proof shall be a preponderance of the evidence.
- D. Students who are subject to discipline under this policy may appeal the discipline in accordance with Policy 5200.

VIII. WHO TO CONTACT

- A. Title IX
 1. For allegations of Title IX sexual harassment, the Assistant Superintendent is the District Title IX Coordinator and may be contacted at:

Email: hhardy@wsd.net
Phone: (801) 476-7850

2. For allegations of Title IX discrimination on the basis of sex, the Supervisors over Elementary and Secondary Education are the District level Title IX Coordinators for elementary and secondary schools respectively. They may be contacted at the contact information below for complaints of discrimination on the basis of sex.

Elementary Title IX Coordinator:

Email: dhales@wsd.net

Phone: (801) 476-7877

Secondary Title IX Coordinator:

Email: clmoore@wsd.net

Phone: (801) 476-7822

B. Title VI

1. The Director of Equity, Justice, and Inclusion at the District may be contacted for complaints of discrimination or discriminatory harassment on the basis of race, color, or national origin.

Email: jaellis@wsd.net

Phone: (801) 476-7888

C. Disability

1. The building principal in each school of Weber School District is the school level 504 Coordinator.
2. The District 504 Coordinator, within the Equity, Justice, and Inclusion Department is the contact person at the district level for complaints of discrimination or discriminatory harassment on the basis of a disability.

Email: hhardy@wsd.net

Phone: (801) 476-7888

CONTACT INFORMATION FOR THE OFFICE FOR CIVIL RIGHTS

Office for Civil Rights,

Denver Office

U.S. Department of Education

Cesar E. Chavez Memorial Building

1244 Speer Boulevard, Suite 310

Denver, CO 80204-3582

Telephone: (303) 844-5695

Facsimile: (303) 844-4303

Email: OCR.Denver@ed.gov

Approved by the Board 5/5/2021

4121 SEXUAL HARASSMENT under TITLE IX

I. PURPOSE AND PHILOSOPHY

It is the intent of Weber School District to ensure a safe learning environment, free from discrimination and harassment on the basis of sex in compliance with Title IX, 20 U.S.C. §1681 and 34 C.F.R. Part 106. Weber School District will not tolerate any form of sexual harassment and will address all allegations of sexual harassment with a complete and thorough investigation, ensuring due process for the respondent and the complainant alike.

II. POLICY

Sexual harassment is prohibited in Weber School District, at all Weber School District campuses and at all Weber School District sponsored activities or events. Students and employees who feel they have been subject to sexual harassment are strongly encouraged to file a complaint in accordance with the process outlined in this Policy so the District can respond to and address all instances of sexual harassment. Employees who become aware of or suspect sexual harassment are required to report to the appropriate personnel so a thorough investigation may be conducted.

III. DEFINITIONS

*Hereinafter, all references to defined terms throughout this Policy will be capitalized to indicate the term is defined.

- A. Actual Knowledge: notice of Sexual Harassment or allegations of Sexual Harassment to any employee of the District, which triggers the District's obligation to respond. "Notice" includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator.
- B. Complainant: an individual who is alleged to be the victim of conduct that may constitute Sexual Harassment
- C. Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be based upon the reporting party's statement with consideration of the following factors:
 - 1. The length of the relationship
 - 2. The type of relationship
 - 3. The frequency of interaction between the persons involved in the relationship.Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

- D. Domestic Violence: includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- E. Formal Complaint: a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that the District investigate the allegation of Sexual Harassment. A Formal Complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information of the Title IX Coordinator listed in this Policy and on WSD's website.
- F. Respondent: an individual who has been reported to be the perpetrator of conduct that may constitute Sexual Harassment
- G. Responsible: a finding, by a preponderance of the evidence, that a Respondent has engaged in Sexual Harassment. Analogous to the term "guilty" in the criminal context, or "liable" in the civil context, this term is used when a determination has been made, based on all the evidence, that the Respondent's conduct constitutes Sexual Harassment.
- H. Responsible Employee: every employee of Weber School District who observes, is informed of, or otherwise becomes aware of conduct that may constitute Sexual Harassment. Every Responsible Employee is obligated to report such conduct to his/her immediate supervisor.
- I. Sexual Assault: Any sexual act directed against another person for the purposes of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent. The following are all examples of Sexual Assault.
1. Rape: The penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.
 2. Fondling: The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity.
 3. Incest: Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

4. Statutory Rape: Sexual intercourse with a person who is under the statutory age of consent.
- J. Sexual Harassment: conduct on the basis of sex that satisfies one or more of the following:
- (1) A District employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
 - (2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
 - (3) Sexual Assault, Dating Violence, Domestic Violence, or Stalking, as defined in the Clery Act and in his Policy.
- K. Sexual Misconduct: conduct of a sexual nature that violates Policy 5200 because it is behavior or threatened behavior that poses a threat to the welfare, safety, or morals of other students or school personnel, but does not rise to the level of Sexual Harassment.
- L. Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress. Course of conduct means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about, a person, or interferes with a person's property. Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily require medical or other professional treatment or counseling. Reasonable person means a reasonable person under similar circumstances and with similar identities to the victim. Any incident meeting this definition is considered a crime for the purposes of Clery Act reporting.
- M. Supportive Measures: individualized services offered to a Complainant or a Respondent that are non-punitive, non-disciplinary unreasonably burden the other party. Supportive Measures should be offered promptly, before or after filing a Formal Complaint or when no Formal Complaint has been filed but a report has been made.
- N. Title IX Coordinator: the designated employee responsible for coordinating efforts to comply with the District's responsibilities in ensuring this Policy and federal regulations are appropriately enforced.

IV. JURISDICTION

- A. Weber School District will address all allegations of Sexual Harassment occurring:
 - 1. at all schools, and district programs and activities,
 - 2. en route to school activities in Weber School District and
 - 3. where the District exercised substantial control over both the Respondent and the context in which the reported Sexual Harassment occurs, and
- B. Allegations of Sexual Harassment that occurred outside the United States but as part of a District-sponsored program or activity will not be addressed in this Policy but may be addressed under Policy 4201 or 5200.
- C. Allegations of Sexual Harassment that originated off-campus but that have a clear nexus to school and which impact a Complainant's ability to effectively access and continue in their educational program may be addressed under this Policy.
 - 1. This includes allegations of Sexual Harassment through the internet, electronic mobile devices, and/or social media platforms.
 - 2. If an allegation of Sexual Harassment originating off campus is not addressed under this Policy, it must be addressed under Policy 4201 or 5200.

V. PROCEDURES

- A. General Provisions
 - 1. Complainants and Respondents are to be treated equitably by providing remedies to a Complainant where a determination of responsibility for Sexual Harassment has been made against the Respondent, and by following these grievance procedures before imposing any disciplinary sanction or other actions are taken against the Respondent.
 - 2. These grievance procedures require an objective evaluation of all relevant evidence, both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a Complainant, Respondent, or Witness.
 - 3. All individuals designated as Title IX Coordinator, Investigator, Decision-Maker(s), or any person designated to facilitate an Informal Resolution Process shall:
 - a. not have a conflict of interest or bias for or against complainants or respondents generally, or an individual Complainant or Respondent.
 - b. receive training as outlined in Section VIII below.
 - 4. A Respondent is presumed not Responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5. The District will ensure reasonably prompt timeframes for conclusion of the grievance process, including for filing and resolving appeals and informal resolution processes. The District's grievance process may be delayed for good cause, including:
 - a. The absence of a party, a party's advisor, or a witness;
 - b. Concurrent law enforcement activity; or
 - c. The need for language assistance of accommodation of disabilities
6. The range of disciplinary sanctions for and remedies following a determination of responsibility include:
 - a. Sanctions:
 - i. Short-term removal from school
 - ii. Long-term removal from school
 - b. Remedies:
 - i. counseling,
 - ii. extensions of deadlines or other course-related adjustments,
 - iii. modifications of work or class schedules,
 - iv. altering work arrangements for employees or student-employees,
 - v. school safety plan,
 - vi. mutual restrictions on contact between the parties,
 - vii. changes in work locations,
 - viii. leaves of absence,
 - ix. increased security and monitoring of certain areas of the school, and
 - x. other similar measures
7. The standard of evidence for all complaints of sexual harassment through this process is preponderance of the evidence.
8. Both the Complainant and Respondent shall have the right to appeal the Decision-Makers' decision, in accordance with section VI below.
9. Supportive Measures will be made available to the Complainant and Respondent throughout the grievance process. Examples of Supportive Measures are listed in Section V.C of this Policy
10. The grievance process does not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived it.

B. Reporting

1. A student or employee experiencing Sexual Harassment may report to any employee of the District, including directly to the Title IX Coordinator.
2. All employees of the District are required to report any allegation or observation of Sexual Misconduct and Sexual Harassment to the employee's immediate supervisor, who will report to the school principal where the Complainant is enrolled or employed.

3. The principal will follow-up with an initial inquiry to determine if the conduct, on the face of the allegations, is more likely Sexual Misconduct or Sexual Harassment.
4. If after an initial inquiry the principal determines the conduct is more likely Sexual Harassment, the principal will notify the Title IX Coordinator about the allegation.
5. The Title IX Coordinator, along with the principal, will contact the Complainant and provide information regarding:
 - a. how to file a Formal Complaint
 - b. Supportive Measures available to the Complainant, regardless of whether the Complainant files a Formal Complaint
6. A Formal Complaint may be filed directly with the Title IX Coordinator in person, by mail, or by electronic mail.

C. Supportive Measures

1. Supportive Measures are designed to restore or preserve equal access to the education program or activity without unreasonably burdening the other party and should be designed to protect the safety of all parties or the educational environment, or deter Sexual Harassment.
2. Supportive Measures will be offered to the Complainant and the Respondent when the District learns of allegations of Sexual Harassment.
3. Supportive Measures may not be punitive or disciplinary.
4. Supportive Measures may be individualized depending on the circumstances of the Complainant and/or the Respondent.
5. Supportive Measures may include:
 - a. counseling,
 - b. extensions of deadlines or other course-related adjustments,
 - c. modifications of work or class schedules,
 - d. altering work arrangements for employees or student-employees,
 - e. school safety plan,
 - f. mutual restrictions on contact between the parties,
 - g. changes in work locations,
 - h. leaves of absence,
 - i. increased security and monitoring of certain areas of the school, and
 - j. other similar measures.
6. The District must maintain as confidential any Supportive Measures provided to the Complainant or Respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the Supportive Measures.
7. The Title IX Coordinator is responsible for coordinating the effective implementation of Supportive Measures with the school principal.
8. All Supportive Measures offered must be documented by the Title IX Coordinator. In the event a Complainant is NOT offered Supportive Measures under the circumstances, reasons for not offering Supportive Measures must be documented.

D. Formal Complaint

1. A student or employee experiencing Sexual Harassment may file a Formal Complaint by submitting a statement in writing that includes all of the following:
 - a. Allegations of Sexual Harassment against a Respondent or multiple respondents
 - b. A request for an investigation
 - c. The school where the Complainant is enrolled, or, if an employee, the school or district department where the Complainant is employed.
 - d. The school or district department where the Respondent is enrolled or employed.
2. The Formal Complaint may be a District form or may be any other written document that includes all of the elements outlined above.
3. A Formal Complaint may be filed by the student or the student's parents/guardians if the student is a minor. An employee is required to file his/her own Formal Complaint, unless the Title IX Coordinator chooses to file a Formal Complaint on behalf of the employee.
4. The Title IX Coordinator may file a Formal Complaint on behalf of a student or an employee in the following circumstances:
 - a. where Complainant refuses to file Formal Complaint but the allegation on its face meets the definition of Sexual Harassment and meets all the jurisdictional requirements,
 - i. In this case, the Title IX Coordinator WILL file a Formal Complaint.
 - b. where there is a physical threat to Complainant but Complainant cannot proceed, or
 - c. where there is an institutional problem.

E. Emergency Removal

1. A Respondent may be removed from Respondent's school, program, or activity on an emergency basis if the District determines, based on an individualized safety and risk analysis, that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment justifies removal.
2. A Respondent who is removed under this provision shall be given notice and an opportunity to challenge the decision immediately following the removal.

F. Dismissal

1. A Formal Complaint must be dismissed if:
 - a. The alleged conduct does not constitute Sexual Harassment as defined in this Policy
 - i. An allegation on its face may not constitute Sexual Harassment, in which case the Formal Complaint must be dismissed; or

- ii. It may be determined after an investigation in accordance with the procedures outlined in this Policy that an allegation does not constitute Sexual Harassment, in which case the Formal Complaint must be dismissed.
- b. The alleged conduct did not occur in the District's education program or activity
- c. The alleged conduct did not occur in the United States
- d. The Complainant is not enrolled or employed, or seeking to be enrolled or employed at the District
- 2. A Formal Complaint may be dismissed if:
 - a. The Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw his/her Formal Complaint;
 - b. Respondent is no longer enrolled in or employed by the District; or
 - c. Specific circumstances prevent the District from gathering the evidence sufficient to reach a determination.
- 3. If a Formal Complaint is dismissed, written notice of the dismissal and reasons for the dismissal must be promptly sent to the Complainant and the Respondent simultaneously.
- 4. Nothing in this Policy prohibits the District from pursuing an investigation under a different District policy and/or imposing appropriate sanctions against a Respondent if a Formal Complaint is dismissed for failure to constitute Sexual Harassment but where the conduct nevertheless violates a District policy.
- 5. A Complainant may appeal a dismissal by following the procedures outlined in section VI of this Policy.

G. Notice

- 1. Following the filing of a Formal Complaint, and absent a dismissal, notice must be sent to both parties.
- 2. The notice must include:
 - a. Complainant's specific allegations, including:
 - i. the name of the Complainant
 - ii. a description of the alleged harassment
 - iii. a range of dates during which the harassment is alleged to have occurred
 - iv. all the policies that were violated (including Title VII, Code of Conduct, Title IX Policy)
 - b. Presumption of no responsibility for the Respondent
 - c. Notice of when interviews will be held, including:
 - i. the date, time, and location of the meeting (no less than two days from the date the Notice was received by the parties)
 - ii. the purpose of the meeting
 - iii. the participants expected at the meeting
 - iv. a provision that party may bring an advisor (may be an attorney) to the meeting

- v. a provision that party may bring any documents, evidence, or other information the party would like the investigator to consider.
- d. Information regarding the process
- e. The standard of evidence that will be applied
- f. Directives not to retaliate (for the Respondent)
- g. Information about and offer of the Informal Resolution Process

H. Informal Resolution Process

1. Following the filing of a Formal Complaint, the Complaint and the Respondent will be given the opportunity to participate in an Informal Resolution Process.
2. The Informal Resolution Process may be facilitated at any time after a Formal Complaint has been filed and prior to a determination regarding responsibility with the voluntary written consent of both parties.
3. If parties request the Informal Resolution Process, both parties must be provided written notice that includes:
 - a. the allegations
 - b. the requirements of the process, including what information and documents will be shared with the other party,
 - c. circumstances which resume the Formal Complaint arising from the same allegations,
 - d. the right to withdraw/resume the Informal Resolution Process at any time, and
 - e. consequences, including records kept and shared.
4. The Informal Resolution Process may **not**:
 - a. be required as a condition of enrollment or employment
 - b. be offered or facilitated when the allegations are of an employee sexually harassing a student
5. If the Informal Resolution Process fails, the Formal Complaint will resume.

I. Investigation

1. Weber District's primary investigators will be the Supervisors of Elementary and Secondary Education, with the following additional investigators when necessary:
 - a. A female investigator will participate in the investigation where one of the parties is female.
 - b. The Supervisor of Special Education will participate in the investigation where one of the parties is a student on an IEP.
2. All investigators will be trained to conduct Sexual Harassment investigations.
3. Upon receipt of a Formal Complaint, the investigator/s will provide the Notice described in section G. of this Policy.
4. The investigator/s will meet first with the Complainant to hear first-hand the allegations listed in the Formal Complaint.

- a. The investigator/s will ask for documentary evidence and witnesses from the Complainant.
 - b. An advisor may attend any interview with Complainant but will be present only for support and may not speak for the Complainant.
 - c. The investigator/s will take detailed notes and may record the conversation with consent from the Complainant.
5. The investigator/s will then meet with the Respondent to hear Respondent's response to the allegations.
 - a. The investigator/s will ask for documentary evidence and witnesses from the Respondent.
 - b. An advisor may attend any interview with the Respondent but will be present only for support and may not speak for the Respondent.
 - c. The investigator/s will take detailed notes and may record the conversation with consent from the Respondent.
6. The investigator/s may interview other students, employees, and parents who are not the Complainant or the Respondent and may record, take statements, or document the interviews.
7. The investigator/s will review any relevant security camera footage or other evidence maintained on the district computer network or computers or devices.
8. The investigator/s will comply with the District's Search and Seizure Policy in all searches conducted in the course of the investigation.
9. After investigation, the investigator/s will send a summary of the evidence to both parties for inspection in an electronic format or hard copy.
 - a. Both parties have ten (10) calendar days to respond to the summary of the evidence.
 - b. The investigator/s shall consider the responses by both parties, but need not adopt the responses.
10. Following the ten day period for responses, the investigator/s shall draft a final investigative report which shall include:
 - a. A summary of evidence and
 - b. Findings of fact
11. The investigator/s shall share the Investigative Report to both parties and the Decision-Making Team.

J. Decision-Making

1. The Decision-Making Team is comprised of District level directors and may vary depending on whether the alleged harassment involves students or employees or both.
2. The Decision Making Team shall notify both parties that they have ten days to submit cross-examination questions in writing to the other party and to witnesses.
3. The Decision-Making Team shall review questions submitted for relevance and appropriateness and shall determine which questions to forward to the other party and witnesses.

4. Both parties shall have an opportunity to respond to the questions forwarded by the Decision-Making Team.
5. The Decision-Making Team will determine a deadline for when the responses are to be returned.
6. The Decision-Maker will then review the responses to the questions, and shall issue a written determination, which must include:
 - a. Identification of allegations
 - b. A description of procedural steps taken from receipt of formal complaint through investigation, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
 - c. Findings of fact supporting the determination; .
 - d. Conclusions regarding the application of this Policy and Policy 5200 to the facts;
 - e. Statement of rationale for the result as to each allegation, including a determination regarding the responsibility
 - f. Any recommended disciplinary sanctions;
 - g. Any remedies to restore or preserve equal access to the District's education program or activity for the Complainant;
 - h. Procedures for appeal
7. If the written determination includes a recommendation for a long-term removal from the Respondent's school, the Respondent shall have an opportunity for a hearing for the sole purpose of discussing removal before Student Services as described in Policy 5200. The hearing will not be a fact-finding hearing.
8. The written determination may be appealed by either party in accordance with the process outlined in Section VI.

VI. APPEALS

- A. A request for an appeal must be submitted to the Title IX Coordinator within five (5) business days of receiving the written determination from the Decision Making Team.
- B. The Title IX Coordinator will forward the appeal to the Superintendent who will grant the requesting party an appeal on the following bases:
 1. The requesting party presents evidence of procedural irregularity that affected the outcome of the matter;
 2. The requesting party presents new evidence that was not reasonably available at the time of the determination was made that could affect the outcome of the matter; and
 3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against the requesting party such that it affected the outcome of the matter.
- C. The Superintendent may grant the requesting party an appeal on additional bases in the Superintendent's discretion.

- D. If an appeal is granted, both parties will be given a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- E. Upon review of the written statements, the Superintendent will issue a written decision describing the result of the appeal and the rationale for the result and will provide the written decision simultaneously to both parties.
- F. The written decision on the appeal may take only take one of the following three positions:
 - a. Affirm the decision-maker(s)' decision
 - b. Repeal the decision-maker(s)' decision
 - c. Remand the decision-maker(s)'s decision.

VII. RETENTION

- A. All records created during the investigative process must be maintained by 7 years or 2 years after the student graduates (whichever is longer)
- B. All records include:
 - 1. Any determination regarding responsibility
 - 2. Any disciplinary sanctions imposed on the respondent
 - 3. Any remedies provided to the Complainant designed to restore or preserve equal access to the District's education program or activity
 - 4. Any appeal and the result therefrom
 - 5. Any informal resolution and the result therefrom
 - 6. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
 - 7. Records of any actions, including any Supportive Measures, taken in response to a report or Formal Complaint of Sexual Harassment document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity

VIII. TRAINING

- A. All Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process must receive training on the following:
 - 1. The definition of sexual harassment
 - 2. The scope of the district's education program or activity
 - 3. How to conduct an investigation and grievance process, including hearings, appeals, and informal resolution process, as applicable
 - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest and bias.
- B. All decision-makers must receive training on the issues of relevance of questions and evidence, including where questions and evidence about the Complainant's predisposition or prior sexual behavior are not relevant.

- C. All investigators must receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
- D. All training materials must promote impartial investigations and must not rely on sex stereotypes.
- E. The District will make all its training materials publicly available on its website.

IX. RETALIATION

A. Retaliation Prohibited

- 1. No person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this Policy, or because an individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation or proceedings.
- 2. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sex harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or Formal Complaint of Sexual Harassment, for the purpose of interfering with any right or privilege secured by Title IX or this Policy, constitutes retaliation.
- 3. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

B. Consequences for Retaliation

- 1. An individual who engages in retaliation as described in Section IX(A) of this Policy will be disciplined in accordance to District Policy 5200.

Consequences for retaliation apply equally to any individual, and not just the Respondent, who engages in retaliation.

Approved by the Board 09/02/2020

4130 MINIMUM SCHOOL YEAR REQUIREMENTS AND MAKE UP DAYS FOR EMERGENCY CLOSURE

The school year shall consist of a minimum of 990 hours of instruction during 180 school days as required by Utah State guidelines. If a school does not meet this minimum requirement due to emergency closure, make up days will be taken during the scheduled Spring Break beginning with the first day of this break. One day from Spring Break will be taken as a make up day for each day missed due to emergency closure. Should emergency closures occur following Spring Break or if more make up days are required than are available during Spring Break, the school administration will work with the community council and the school and district staff to designate additional make up days to be taken before the end of the school year.

During make up days, the following shall apply:

1. Make up days will include at least four hours of instructional time.
2. Regular bus transportation will be provided based on the school make up day schedule.
3. All staff who would have worked on an emergency closure day will be paid as if they had worked; however, the staff will work on the make up day(s) without additional compensation.
4. Use of personal leave on make up days is strongly discouraged. The negotiated personal leave agreement will apply to make up days including the provisions relating to personal leave before or after a school holiday.

Approved by the Board 01/08/1997

4140 ENTRANCE AGE

References:

Utah State Code [53A-3-402(6)]

Utah State Code [53A-11-1401 through 1404]

Utah State Code [53A-3-402.9(2)]

A child is eligible to enter school in compliance with **Utah State Code [53A-3-402(6)]** which states, a board may enroll children in school who are at least five years of age before September 2 of the year in which admission is sought.

An exception is given to a military child who was not five years old before September 2 and was enrolled in the year admission is sought and attended a public school in kindergarten or a higher grade as a resident in another state.

Definitions of “military child” and “active duty” as defined in **Utah State Code [53A-11-1401 through 1404]** are listed below.

“Military child” means a child enrolled in kindergarten through grade 12 who is legally residing in the household of an active duty service member or whose parent or legal guardian is an active duty service member.

“Active duty” means full-time duty status in the active uniformed service of the United States, including members of the National Guard and Reserve on active duty orders.

Upon enrollment in kindergarten, individual assessment of the student’s reading and numeric skills will be completed in compliance with **Utah State Code [53A-3-402.9(2)]**

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Once the child has been enrolled, additional evaluation with regard to school/grade/subject level placement can be recommended if determined desirable by the SEP team involving the school administrator, teacher, parents and other appropriate persons.

Approved by the Board 11/03/2010

4145 BIRTH CERTIFICATES

References:

Utah State Code [53 A-11-503(1)]

Whenever a child enters a school for the first time, regardless of age, the person enrolling the child should be advised that a certified copy of the birth certificate shall be provided as required by **Utah State Code [53 A-11-503(1)]**.

If a birth certificate is not available, other reliable proof of the student's identity and age, together with an affidavit (a statement made under oath and notarized) explaining why the birth certificate is not available, may be submitted. An affidavit from the parent or person enrolling the student is generally not sufficient. The affidavit needs to come from the Health Department, Office of Vital Statistics, other government agency or reliable third party that can verify the birth and explain why a birth certificate is not available.

Parents have up to 30 days after enrollment to provide the certificate. If the parent fails to comply within the 30 day period, the school will notify the parent in writing that failure to comply within 10 days will result in the case being reported to the police.

Approved by the Board 11/03/2010

4150 SCHOOL ATTENDANCE AREAS

Attendance areas for the various schools of Weber County School District shall be developed. Considerations shall be given to the following:

1. The proximity of students to an individual school.
2. Safety of students.
3. Continuity of instructional programs.
4. Functional capacity of the school.
5. Effects on curriculum and extra-curricular activities
6. Factors determined relevant by the Superintendent or Board of Education

ADJUSTMENT OF SCHOOL BOUNDARIES

The number of students assigned to each school shall be closely monitored. When there is evidence a school boundary adjustment may be needed, the Weber School District Board of Education shall authorize the Superintendent to form a District Boundary Study Team to organize and conduct a Boundary Study. After the study procedures are completed, recommendations will be presented to the Board of Education.

Approved by the Board 03/2000

4151 SCHOOL ATTENDANCE BOUNDARIES

Reference:

[Weber School District Boundary Adjustment Guidelines and Procedures](#)

Attendance boundaries for the various levels of schools are designated to provide for the orderly control of the number of students assigned to a particular school. School attendance area boundaries shall be reviewed periodically by the administrative staff and recommendations made to the Board of Education.

The Board of Education endeavors to have an equitable education program in all grade levels. Students are expected to attend the school in their attendance area boundary unless they are permitted to attend another school under the District's Residency Policy (Including Extra Curricular Competitive Activities) #4160 or unless an Individual Education Plan (IEP) requires attendance at another school.

When a student or the student's parent/guardian moves out of an attendance area, the student must immediately enroll in the school for the new attendance area unless there is less than one quarter remaining in the current school year or unless they have received permission to remain in the current school under the Residency Policy (Including Extra Curricular Competitive Activities) #4160

When the Board approves changes in attendance area boundaries, the Board may at the same time provide students with the option of continuing to attend the school in which they are currently enrolled ("Grandfathered Students") under conditions established by the Board which conditions shall include at least the following:

1. The Grandfathered Student's parent/guardian is responsible to provide any transportation required for the student to remain in the school for the old attendance area.
2. The Grandfathered Student must have only one year of attendance left at the school for the old attendance area.
3. Siblings of a Grandfathered Student must attend the school in the new attendance area unless permission to attend the old school is obtained under Policy #4160.
4. The ability of Grandfathered Student to attend the school for the old attendance area is contingent on the school having sufficient space to accommodate the Grandfathered Student. If there is insufficient space available to accommodate all Grandfathered students who desire to remain in the old school, the Grandfathered Students who will be allowed to attend shall be selected by random drawing.
5. Any Grandfathered Student who violates school or district rules/policies may at the option of the Principal be required to attend the school for the new attendance area.
6. Principal are not authorized to make exceptions to this policy and any exceptions must be approved by the Student Services Department.

Approved by the Board 11/2007

WEBER SCHOOL DISTRICT BOUNDARY ADJUSTMENT GUIDELINES AND PROCEDURES

BOUNDARY ADJUSTMENT LEVELS

Boundary adjustments may be accomplished on three different levels:

- Level I. School Boundary Adjustment - There are no students involved in the adjustment areas.
- Involves - Principal, Community Council/Parent Teacher Representatives, Secondary and/or Elementary Executive Director and Transportation Director, Local Board member(s) are notified of the change.
- Approval - The superintendent gives the approval and the board of education is informed.
- Level II. School Boundary Adjustment - A minimal number of students are involved.
A request is directed through the principal(s) in the affected schools.
- Involves - Principal, Community Councils/Parent Teacher Representatives, Assistant Superintendent, Secondary and/or Elementary Executive Director(s), Transportation Director and Board Member(s) for the affected school(s).
- Approval - The superintendent and board member(s) for the area(s) approve Level II boundary adjustment(s) and inform the board of education of the change.
- Level III. Major Boundary Adjustment - This may involve adjustments such as two or more schools, a new school, and/or re-balancing of student enrollments. Adjustments may affect the elementary, junior high and senior high levels simultaneously.
- Involves - Those who are designated to participate from Levels I and II in the Boundary Adjustment Procedures.
- Approval - The board of education approves Level III boundary adjustments.

PROCESS AND STRUCTURAL ORGANIZATION FOR LEVEL III BOUNDARY ADJUSTMENTS

- I Declaration of Boundary Study: The board of education directs administration to initiate a boundary study. Patrons, teachers, and administrators will be notified and a boundary study will be conducted. The board designates a District Boundary Study Team.
- II Organization of District and School Boundary Study Teams:
 - A. District Boundary Study Team
 1. Membership: Appointed by the superintendent/or designee and may include but is not limited to persons from the following list. It is recommended that no more than 20 persons be assigned to this team. The team is chaired by the Elementary and/or Secondary Executive Director(s). Membership includes:
 - a. Community members from each of the affected schools
 - b. Principals from each of the affected schools
 - c. Teachers from each of the affected schools
 - d. Parent Teacher Representatives from each of the affected schools
 - e. Community Council Members from each of the affected schools
 - f. Others as appointed by the superintendent
 2. Responsibilities:
 - a. Serve on the Local Boundary Study Teams
 - b. Receive, assess and incorporate community input from the Local Boundary Study Team
 - c. Host Open Houses in which the public reviews presentations highlighting the process, boundary change criteria, proposed boundary scenarios, and informally discuss the proposals with those in attendance. District and Local Boundary Study Teams will be available to take additional comments for the final review by the District Study Team.
 - d. Submit the recommendation(s) to the school board for consideration
 - B. School Boundary Study Team
 1. Membership: Appointed by the principal/or designee and may include but is not limited to persons from the following list. It is recommended that no more than 10 persons be assigned to this team. Membership Includes:
 - a. Local Principal who serves as the facilitator
 - b. Community Council Members
 - c. Parent Teacher Representatives

- d. Two members of the District Boundary Study Team
- e. Others as assigned by the principal

2. Responsibilities:

- a. Establish a process and receive input from patrons and the public
- b. Develop and recommend scenarios
- c. Send school and community input to the District Boundary Study Team
- d. Assist in public Open Houses

III. District Facilitator (Elementary and/or Secondary Executive Director)

A. Membership - To be appointed by the superintendent /or designee

B. Responsibilities:

- 1. Oversee Boundary Study
- 2. Facilitate the nomination of community members to serve on the District Study Team
- 3. Chair the District Boundary Study Committee meetings
- 4. Serve as the communication link among schools, community and the board of education
- 5. Present the interim report to the board of education
- 6. Present the final proposal to the board of education
- 7. Follow up on specific issues that arise during the process
- 8. Involve others as needed i.e. transportation department, community relations department

IV. Outline of the Steps for a Level III Boundary Adjustment

- A. District Boundary Study Team presents recommended scenario(s) to the Board
- B. Board approved final boundary adjustment(s)
- C. New boundary adjustment is implemented

4160 RESIDENCY AND ENROLLMENT

1) **PURPOSE AND PHILOSOPY**

It is the desire of Weber School District (WSD) to ensure all students living within its boundaries receive educational services. WSD is committed to providing quality educational services to its students and will not deny any students living in its boundaries an opportunity to enroll in school. It is also the desire of WSD to provide quality educational services to students who live outside the WSD's boundaries under certain circumstances. This Policy sets forth the requirements and procedures for establishing residency in WSD and for enrollment in WSD schools.

2) **POLICY**

WSD is responsible for providing educational services for each student who resides in WSD boundaries and to the extent reasonably feasible and in accordance with the requirements of this Policy and statutory student residency requirements, for any student who resides in another district in the state and desires to attend a school in the district.

3) **DEFINITIONS**

***All defined terms appearing in this policy are highlighted in bold font to notify the reader that the term is defined.**

- a) **Alternative district of residency:** a district which may provide educational services where a student resides with a **responsible adult** other than a custodial parent or legal guardian or in a **health care facility** or **human services program** facility. See Section 5.
- b) **Boundary school:** the school in the boundaries of the student's residence.
- c) **Boundary exception:** an allowance for a **resident student** to attend a school other than the student's **boundary school**, or for a non-resident student to attend a school in WSD boundaries. This is also referred to as "open enrollment" for non-resident students.
- d) **Boundary Exception Committee:** the WSD committee designated by the WSD Board of Education to hear appeals from denials for boundary exceptions issued by local building administrators and to review requests for enrollment from students whose legal guardians live out of state. The Committee is comprised of the Elementary and Secondary Supervisors, Student Services Coordinators, and a representative from the Special Education Department.
- e) **Child of a military family:** a school-aged child, enrolled in K-12, living in the household of an active duty member, including members of the National Guard and Reserve. This term also applies to children of members or veterans of the uniformed services who are severely injured or medically discharged or retired for a period of one year after medical discharge or retirement and members

of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of one year after death.

- f) **Educational Services Plan:** a plan required by a **human services program** in order to obtain licensing from the Utah Department of Health and Human Services in accordance with 62A-2-108.1. An **educational services plan** should include:
 - i) The following information provided by the **human services program**:
 - (1) the number of children served by the **human services program** estimated to be enrolled in the local school district;
 - (2) the ages and grade levels of children served by the **human services program** estimated to be enrolled in the local school district;
 - (3) the subjects or hours of the school day for which children served by the **human services program** are estimated to enroll in the local school district;
 - (4) the direct contact information for the purposes of taking custody of a child served by the **human services program** during the school day in case of illness, disciplinary removal by a school, or emergency evacuation of a school; and
 - (5) the method or arrangements for the transportation of children served by the **human services program** to and from the school; and
 - ii) The following information provided by WSD:
 - (1) enrollment procedures and forms;
 - (2) documentation required prior to enrollment from each of the child's previous schools of enrollment;
 - (3) if applicable, a schedule of the costs for tuition and school fees; and
 - (4) schools and services for which a child served by the **human services program** may be eligible.
- g) **Emancipated:** full and complete independence from parents or legal guardians. A person under 18 may only become emancipated through marriage, a military order, or a court order.
- h) **Health care facility:** general acute hospitals, specialty hospitals, home health agencies, hospices, nursing care facilities, residential-assisted living facilities, birthing centers, ambulatory surgical facilities, small health care facilities, abortion clinics, facilities owned or operated by health maintenance organizations, end stage renal disease facilities, and any other health care facility which the committee designates by rule.
- i) **Human services program:** foster home, therapeutic school, youth program, resource family home, recovery residence, or any other facility or program that provides services that are required to be licensed with the Department of Health and Human Services.

- j) **Out of State Enrollment Committee:** the WSD committee designated by WSD Board of Education to review applications for enrollment from students whose parents or legal guardian lives out of state.
 - k) **Responsible adult:** An adult over 21 and is determined by WSD to be willing and able to provide reasonably adequate food, clothing, shelter, and supervision for a minor child.
 - l) **Responsible adult relative:** A **responsible adult** who is a grandparent, sibling over 21, aunt, or uncle
 - m) **Responsible adult non-relative:** A **responsible adult** who is not a grandparent, sibling, aunt, or uncle.
 - n) **Resident student:** a student who is considered a resident of WSD under any of the types of residency described in Section 4 of this Policy.
 - o) **Supervision of a state agency:** where a minor child is receiving services from a state agency, local mental health authority, or substance abuse authority with active involvement or oversight; and engaged in a **human services program** that is properly licensed or certified and has provided the school district receiving the minor child with an education plan that complies with the requirements of Utah Code 62A-2-108.1
- 4) **TYPES OF STUDENT RESIDENCY**
- a) ***Student Resides with Parent or Legal Guardian***
 - i) If a student lives with the student's parent or legal guardian in WSD boundaries, that student is considered a resident of WSD and will be enrolled in the **student's boundary school**.
 - ii) If a student living in WSD boundaries desires to attend a school other than the student's **boundary school**, the student must request a "**boundary exception**" in accordance with the procedures outlined in Section 6 of this Policy.
 - iii) If a student lives with his parents or legal guardian outside of WSD boundaries, that student is not considered a resident of WSD but may be enrolled in a WSD school on a "**boundary exception**" in accordance with the procedures outlined in Section 6 of this Policy.
 - b) ***Student Lives in WSD, Parents/Legal Guardians Live Outside WSD, but in Utah***
 - i) A student who resides in WSD boundaries, and whose parents/legal guardians live outside WSD boundaries but in Utah is considered a resident of WSD if the student:
 - (1) is in custody of the Division of Child and Family Services (DCFS), Juvenile Justice System (JJS), or Youth in Custody (YIC) or under **supervision of a state agency** ;
 - (2) is under **supervision** of a private or public agency authorized to provide placement services by the state;
 - (3) is married or **emancipated** or 18 or older.

- (a) A student 18 or older living in WSD without his/her parents/legal guardian must identify a **responsible adult** who will be the contact person for the school administrator and who is authorized to check a student out of school.
- (b) A student who is married, **emancipated**, or 18 or older living in WSD without the student's parents/legal guardians and not considered a dependent on parents for income tax purposes may direct the school to not allow the student's parents access to the student or the student's records.
- (4) Resides in a **health care facility, human services program**, or with a **responsible adult**, and the parent/legal guardian has requested that WSD be the student's "**alternative district of residency**" in accordance with the procedures outlined in Section 5 of this Policy.
- (5) If a student is living in **human services program** licensed by the State Department of Health and Human Services under 62A, Part 2, the Director of Student Services must review and approve an **educational services plan** provided by the **human services program** to determine that the student served in the **human services program** will receive appropriate educational services satisfying the requirements of applicable law.
- ii) A student enrolled in WSD under 4)b) will be enrolled in the **boundary school** serving the student's residence unless enrollment in another school is necessary as determined by DCFS to comply with the provisions of 42 U.S.C. Section 675.
- iii) Students who live in WSD with a **responsible adult**, but whose parents live outside WSD boundaries may apply for a **boundary exception** in accordance with the procedures outlined in Section 6 below, and may be enrolled in a WSD school, but these students are not considered **resident students** and may be excluded from a WSD school for the reasons set forth in Section 6 of this Policy.
- (1) Building administrators enrolling a student under this provision are encouraged to consult with Student Service Coordinators before accepting the **boundary exception** application from someone living with someone who is not the parent or legal guardian.
- (2) Any student enrolled in a WSD school under this paragraph must have the **responsible adult** with whom the student lives produce a legitimate durable power of attorney that delegates power regarding care, custody, or property to that adult.
- c) *Student Lives in WSD, Parents/Legal Guardians Live Out of State, but in U.S.*
 - i) A student who lives in WSD boundaries, but whose parents/legal guardian lives outside Utah, but in the United States is considered a resident of WSD if the student:

- (1) is married or **emancipated** or 18 or older.
 - (a) A student 18 or older living in WSD without his/her parents/legal guardian must identify a **responsible adult** who will be the contact person for the school administrator and who is authorized to check a student out of school.
 - (b) A student who is married, **emancipated**, or 18 or older living in WSD without the student's parents/legal guardians and not considered a dependent on parents for income tax purposes may direct the school to not allow the student's parents access to the student or the student's records.
- (2) is living with a **responsible adult relative** who is a resident of WSD, and the **Out of State Enrollment Committee** has determined in its sole discretion that *all* of the following conditions have been met:
 - (a) the child's presence in the district is not for the primary purpose of attending school; and
 - (b) the child's physical, mental, moral, or emotional health is best served by considering the child to be a resident for school purposes; and
 - (c) the child is prepared to abide by the rules and policies of the district; and
 - (d) the adult relative has produced a legitimate durable power of attorney that delegates power regarding care, custody, or property to that adult relative; and
 - (e) the following requested information has been provided to the **Boundary Exception Committee**
 - (i) the student's transcript
 - (ii) parent release allowing access to all school records
 - (iii) a statement signed by both the legal guardian and the child listing any suspensions, expulsions, or major disciplinary proceedings past or currently pending against the student;
 - (iv) any other information or documentation deemed appropriate by the **Boundary Exception Committee**
 - (f) space at the **boundary school** is available under state rules.
- (3) is living with a **responsible adult non-relative** and the **Out of State Enrollment Committee** has determined in its sole discretion that all the following conditions are met:
 - (a) The student is in grades 9 – 12.
 - (b) The student's parents/legal guardians lived in WSD boundaries but moved out of State within 12 months prior to the student seeking enrollment with the **responsible adult non-relative**
 - (c) Parents/legal guardians execute a power of attorney that delegates power regarding care, custody, or property to that **responsible adult**;

- (d) The child's physical, mental, moral, or emotional health will best be served by considering the child to be a resident for school purposes; and
- (e) The child is prepared to abide by the policies of the school and district in which attendance is sought; and the child's attendance in the school will not be detrimental to the school or WSD.
- (4) is living with a **responsible adult**, (relative or non-relative), has paid in-state tuition, and at the sole discretion of the Director of Student Services or the Director's designee, the conditions outlined in paragraph (2) of this section are met.
 - (a) For certain extenuating circumstances, and in accordance with Utah Code 53G-6-306(2), tuition may be waived by WSD Board of Education in an open meeting.
 - (b) A student's payments of in-state tuition may be deferred pending a requesting for a waiver to the WSD Board of Education.
- ii) A student enrolled under 4)c)i)2) through 4) may have his residency revoked if the student demonstrates an unwillingness to abide by the policy at any time during the student's enrollment.
- iii) A student enrolled under 4)c)i)2) through 4) is not a "**boundary exception student**" and the **boundary exception** procedures do not apply. All requests for enrollment of students whose parents/legal guardians live out of state must go directly to Student Services for review.
- d) ***Student Lives in WSD Boundaries, and Parents Live Outside U.S.***
 - i) A student who lives in WSD boundaries but whose parents live outside the United States or its territories may be enrolled in WSD schools if:
 - (1) The student is part of a state-approved foreign exchange program; or
 - (2) The student has paid in-state tuition and the student has received approval to attend school from WSD Foreign Student Coordinator.
- e) ***Student Lives in WSD Boundaries as a Homeless Student***
 - i) A student who is homeless under the definitions of Utah Administrative Rules R277-616, and the McKinney-Vento Education Assistance Improvements Act 42 U.S.C. 11435, will be considered a resident of WSD and shall be enrolled immediately. All protections under the McKinney-Vento Act and WSD Policy 4750 apply to these students.
 - ii) A student living in WSD boundaries **not** in the physical custody of parents or legal guardians may be considered residents of WSD as homeless students if the definitions of homelessness apply, including that the student lacks a fixed, regular, and/or adequate nighttime residence.
 - iii) Where possible, adults caring for homeless students are strongly encouraged to obtain a power of attorney from the student's parent/legal guardian.

f) *Student Lives in WSD Boundaries as a **Child of Military Family***

- i) WSD will not charge tuition to a transitioning **child of a military family** placed in the care of a non-custodial parent or other person standing in loco parentis who lives in WSD boundaries.
- ii) A power of attorney granted to a non-custodial parent or other **responsible adult** is sufficient for the purposes of enrollment and all other actions requiring parental participation and consent where the **child of a military family** is not living with the child's parents or legal guardians.
- iii) A transitioning **child of a military family** placed in the care of a non-custodial parent or other **responsible adult** who lives outside WSD boundaries may continue to attend school in WSD boundaries if the child was enrolled in a WSD school while residing with the child's custodial parent or legal guardian.

5) **ALTERNATIVE DISTRICT OF RESIDENCY**

- a) A student whose parents live out of WSD boundaries but in Utah may be considered a resident of WSD, subject to the provisions outlined in this section, if the student resides at a **health care facility, human services program**, or with a **responsible adult**, and the parent/legal guardian has requested a determination that the student's district of residence is WSD by completing the Alternative District of Residency Form, linked here and submit it to the Director of Student Services.
- b) The Director of Student Services shall review the request identified in 5.1 and the Director and/or the Director's designees shall determine if parents have established to the satisfaction of the Director/designees that:
 - i) the student's mental, physical, emotional, and moral health is best served by allowing the student to enroll in a school in WSD; and,
 - ii) exigent circumstances exist which prevent the student from being enrolled through the **boundary exception** procedures; and,
 - iii) considering the student to be a resident of WSD does not violate any other law or rule of the State Board of Education.
- c) If a student seeks enrollment under Section 5 of this Policy, the Director of Student Services will issue a written decision within ten business days, setting forth the reasons for approving or denying the request.
- d) If the request is denied, the student may appeal to the State superintendent within ten business days of the denial.
- e) If the request is granted, the **responsible adult** with whom the student lives must be granted a durable power of attorney by the legal guardian, and WSD shall assume responsibility for providing educational services for the student immediately.

- f) The student's parent's/legal guardian's district of residence is responsible for the student's education services pending a decision by the Director of Student Services.
- g) If a request for an **alternative district of residency** is approved for a student qualifying for services under IDEA, WSD shall conduct an IEP meeting with representation from WSD and the former district of residence in order to determine placement and educational services.
- h) Rules for students at **human services program** facilities:
 - i) A student approved for an **alternative district of residency** while attending a private **human services program** facility is entitled to the educational services of WSD.
 - ii) WSD, as the **alternative district of residency**, is not required to, but may, provide educational services on site at a private **human services program** facility.
 - iii) WSD, as the **alternative district of residency**, is not responsible for a student's required transportation between a **health care facility or human services program** facility and WSD's facility.
 - iv) The Director of Student Services may periodically reevaluate the non-resident student's eligibility for education services by WSD, as described in Section 5)b) of this Policy.

6) **BOUNDARY EXCEPTIONS/OPEN ENROLLMENT**

- a) *Procedures*
 - i) A student seeking enrollment under a **boundary exception** will complete the Standard Open Enrollment Application, linked [here](#), and submit it to the building principal of the school the student is seeking to enroll.
 - ii) A one-time non-refundable application fee of \$5.00 may be charged with the application.
 - iii) A building principal will determine whether open enrollment is accepted or denied within one week of the application.
 - iv) Applications for **boundary exceptions** will be accepted during the early enrollment period which begins December 1 and ends the third Friday of February, for the following school year. Applications for **boundary exceptions** will be accepted outside the early enrollment period but will be considered late enrollment and acceptance for late enrollment applications will be based on late enrollment school capacity.
 - v) A student whose application is denied may appeal to the Boundary Exceptions Committee for review. The Boundary Exceptions Committee will review the following:
 - (1) If the basis of denial is enrollment number, whether those enrollment numbers are accurate.
 - (2) That the basis for denial is not prohibited under 6)b)ii).
 - (3) Any extenuating circumstances that, in the **Boundary Exception Committee's** discretion, would be in the student's best interest to be enrolled at the school.

b) *Criteria*

- i) The building principal may reject an application for a **boundary exception** for any of the following reasons:
 - (1) Unavailable space in a building, grade, class, or program; or,
 - (2) Unavailability of a program the student requires, including special education programs;
 - (3) The student's unwillingness to comply with district policies; or,
 - (4) Serious infractions of law or school rules, or chronic misbehavior at a student's previous school which would, if it were to continue, endanger persons or property, cause serious disruption in the school, or place unreasonable burdens on school staff; or
 - (5) Giving priority to request from **resident students** over requests from non-resident students; or,
 - (6) Negative effect on capacity, programs, class size, grade levels or school buildings or the resident or requested schools, such as, but not limited to:
 - (a) Inability to maintain reduced class size in a Title I school or in a school that uses school trust money to reduce class size;
 - (b) Inability to maintain a heterogeneous student population if necessary to avoid a violation of constitutional or statutory rights of students.
- ii) The building principal may *not* reject an application for a **boundary exception** for any of the following reasons:
 - (1) Previous academic achievement; or,
 - (2) Athletic or other extracurricular ability; or,
 - (3) The fact that the student requires special education services for which space is available;
 - (4) Proficiency in the English language; or,
 - (5) Lack of attendance at a previous school; or
 - (6) Except for the conduct described in 6)b)4) above, previous disciplinary proceedings. However, WSD may provide for provisional enrollment of students with prior behavior problems, establishing conditions under which enrollment of the student would be permitted or continued.

c) *Rules*

- i) A student accepted to a school on a **boundary exception** is responsible for the student's own transportation to and from school unless:
 - (1) Space is available on established routes; and,
 - (2) No additional cost will be incurred by WSD; and,
 - (3) WSD is satisfied that no additional safety hazard will be incurred.
- ii) Siblings of students already admitted through a **boundary exception** have priority over other applicants, however, there is no guarantee a sibling will be enrolled.

- iii) Students admitted on a **boundary exception** are not considered residents of WSD and may be excluded from WSD's schools for the any of the following reasons:
 - (1) The student engaged in behavior which results in a suspension nor expulsion from school. A student on a **boundary exception** who is suspended or expelled is entitled to the same due process as **resident student** of WSD.
 - (2) Space is no longer available. If a student is excluded for the school year because enrollment within the school, grade level of program will exceed 90% capacity, the school principal will notify the student by March 15.
- iv) A student enrolled under this section, who is not excluded from the school for reasons outlined 6)c)iii) may continue enrollment in the school from year to year.
- v) WSD may designate the school a student shall attend as the student moves from elementary to junior high to high school. Attendance at a specific elementary school or junior high does not guarantee attendance at a specific junior high or high school.
- d) *Children of Employees*
 - i) Employees who work for WSD 20 hours per week or more may enroll their children at the school where they work. These students are considered to be **boundary exceptions** and are subject to rules, requirements, and limitations of other **boundary exception** students.
 - ii) Enrollment in an all-day kindergarten program would not be an option unless the parent/guardian lives within the school boundaries.
 - iii) These students must follow all school rules and their presence must not interfere with the normal operation of the school.

7) **EXTRA CURRICULAR COMPETITIVE ACTIVITIES**

- a) Secondary students who are considered residents and enrolled under Sections 4.2 through 4.4, not including section 4.3.3 (where the student has not moved from WSD) are not eligible to compete in extracurricular competitive activities (defined as athletics, drill team, adjudicated activities and cheerleading) for one year after their first day of attendance (except under first entry as defined below). In addition, the student must comply with Utah High School Activities Association guidelines.
- b) First Entry in High School: A student enrolling in high school for the first time (10th graders or 9th graders trying out for sports at the high school) will be deemed residentially eligible for interscholastic activities even if that first entry is at a school not within the student's residential area.
- c) First Entry is established in the ninth grade for any student who participates on or tries out for a high school level team while enrolled in the ninth grade.* A student in those circumstances has four (4) years of eligibility. Initial eligibility is established for all other students in the tenth grade.

Those students have three (3 years of eligibility. Students must meet all other residency requirements established by UHSAA.

*Consistent with Policy 4511, a ninth grade student who participates on a high school level team may not also participate on a junior high school team in the same sport during the same year.

- d) First Entry in Junior High: A student enrolling in junior high for the first time (7th grade) will be deemed residentially eligible for extracurricular activities even if that first entry is at a school not within the student's residential area.
- e) All sanctioned activities' appeals will be through the Utah High School Activities Association.
- f) Other non-sanctioned activities' appeals will be through the District Office Standards Committee.

Approved by the Board 01/08/2020

4170 ATTENDANCE POLICY

References:

Utah Code Ann. 53G-6, Part 2

Utah Administrative Code R277-609

I. PHILOSOPHY AND PURPOSE

It is the philosophy of Weber School District that achievement in school and in the future is directly linked to school attendance. Students who are present during the instructional portion of the school day are both more likely to succeed in school and more likely to succeed outside of school. The purpose of this Policy is to set expectations for attendance in Weber District's schools and to encourage restorative practices where applicable as the means to ensure student attendance.

II. POLICY

Students are required to attend school unless they have a valid excuse. Students who are not in attendance for all or part of the school day and do not have a valid excuse are considered truant. Truancies will be addressed in accordance with the procedures set forth in this policy.

Students enrolled in a Weber District online program are also required to attend school. Attendance for online students is defined in this policy in Section VI.

III. DEFINITIONS

- A. Absence:** means the failure of a school-age child assigned to a class or class period to attend a class or class period. "Absence" or "absent" does not mean multiple tardies used to calculate an absence for the sake of truancy.
- B. Minor:** means an individual who is under 18 years old
- C. Parent:** means a biological or adoptive parent or legal guardian
- D. School-age Child:** means a minor who is at least six years old but younger than 18 years old and is not emancipated.
- E. School day:** means the portion of a day that school is in session in which a school-age child is required to be in school for purposes of receiving instructions.
- F. Student:** a school-age child. For purposes of this policy, the terms "school-age child" and "student" will be used interchangeably

G. Tardy: means failure to attend class on time.

H. Truant: a condition in which a school-age child, without a valid excuse, is absent for at least half of the school day; or if the school-age child is enrolled in a learner verified program, as that term is defined by the state board, the relevant amount of time under the LEA's policy regarding the LEA's continuing enrollment measure as it relates to truancy.

I. Valid Excuse: means an illness, which may be either mental or physical, regardless of whether the school-age child or parent provides documentation from a medical professional; mental or behavioral health of the school-age child; a family death; an approved school activity; an absence permitted by a school-age child's IEP or Section 504 Plan; a scheduled family event or scheduled visit to a health care provider if the parent submits a written statement at least one school day before the scheduled absence and the student agrees to make up missed work

IV. PROCEDURES

A. General Procedures:

1. A roll will be kept and marked by the teacher for each class period. A teacher will not delegate roll-keeping to a student.
2. A reasonable attempt will be made by the school to contact parents when the student is absent for any part of the school day.
3. Tardies will be handled by individual teachers through student conferences and/of contact with parents. When additional assistance is needed, students may be referred to an administrator.

B. Absences:

1. Schools will inform students and parents concerning procedures to submit valid excuses for a student's absence.
2. If a student intends to be absent for a scheduled family event or a scheduled visit to a health care provider, the student's parent must submit a written statement at least one school day before the scheduled absences, and the student must agree to make up missed work.
3. Teachers shall allow a student with a valid excuse for an absence to make up coursework missed during the absence. It is the student's responsibility to work with the teachers in making up work.
4. Students who are absent for all or part of the school day without a valid excuse are considered truant.

5. Schools will address trancies in accordance with Section V. of this policy.
6. Students enrolled in concurrent enrollment courses may be held to the attendance standard of the college or university those students are enrolled in.
7. A student enrolled in Weber Online or another online program through the Statewide Online Education Program will have attendance verified in accordance with Section VI. of this Policy.

C. Attendance Credit

1. General Information
 - i. Students earn .25 units of attendance credit in each class for each term by having no more than four absences or tardies, excused or unexcused, throughout the term. (Students with special needs may have difference attendance requirements.)
 - ii. Five absences or tardies during any term may result in a loss of .25 units of attendance credit; however, teachers have the option of allowing tardies to be made up, and allowances may be granted for prearranged absences, students experiencing a long-term illness, or absences incurred for circumstances beyond the student's control.
2. Graduation and Extracurricular Eligibility
 - i. Attendance credit loss over .75 must be made up before graduation and to meet eligibility requirements for athletics, team events, student government, and all other activities in which students represent any District high school.
 - ii. If attendance credit is in jeopardy due to absences or tardies, the teacher will inform the student and parent in sufficient time to allow the student to make up the lost attendance credit.
3. Attendance Credit Make-Up
 - i. Attendance credit may be made up by engaging in community services hours or alternative attendance recovery options.
 - ii. Every ten (10) hours of community service (off campus) worked equals .25 attendance credit.
 - iii. Alternative attendance recovery options are outlined in the handout at the end of this policy.
4. Review Procedure
 - i. Students may appeal questions of attendance credit to the administration as unusual situations arise during the term.
 - ii. A review committee is established in each school by the principal and consists of an administrator, two teachers, a parent, and three students. The purpose of this committee is to review, at the conclusion of each grading period, the requested appeal of students who did not meet requirements for credit.

- iii. Requests must be made in writing and may not be submitted later than 25 school days following the end of the term in question.
- iv. The committee takes into consideration the student's past history, productivity in class, attendance records, reasons for absence, recommendation of teachers, etc.

V. LEARNER VALIDATED PROGRAM

- A. A learner validated program is a District program that consists of eligible, enrolled students who receive instruction through an online learning program, a blended learning program, or a competency-based learning program. Utah law requires the District to document the continuing enrollment status for individual students enrolled in a learner validated program.
- B. Students enrolled in a learner validated program must log in to the course's learning management system or otherwise make contact with the instructor at least once every ten (10) school days until the course is completed. A student who fails to do so may be withdrawn from the course and enrolled in the student's neighborhood school.
- C. School or District staff will regularly track student log ins and other evidence of student engagement and provide support to students and parents. Additional procedures and requirements for student enrollment measurements in learner validated programs may be adopted through administrative directive.

VI. TRUANCIES

- A. The Law and District philosophy
 - 1. Utah law requires a school-age child who is enrolled in a public school to attend the public school in which the school-age child is enrolled.
 - 2. A school-age child who is absent for all or part of the school day without a valid excuse is considered truant.
 - 3. The District's ultimate goal with regard to truancies is for students to be present in school and learning. Therefore, schools will focus on restorative, rather than punitive, measures to achieve this goal. However, where a student is truant and engaging in other misconduct prohibited by Policy 5200, the student may be subject to discipline. For example, a student who is truant from the student's assigned class, and is disrupting the educational environment in another part of the school may be disciplined for disruptive behavior. Or a student who is truant after being directed to be in school may be disciplined for insubordination.
- B. Responses to Truancies
 - 4. School officials will make best efforts to contact parents when a student is truant.
 - 5. A school may call a parent-student-teacher conference to discuss the student's truancy/ies.
 - 6. Every effort will made to address the underlying reason a student is truant and to structure supports and services necessary for the student to attend class. Such truancy interventions will be developed and implemented by working with the student, and other school personnel.
 - 7. Attendance credit may be affected by truancies, as outlined in Section IV above.

8. Coaches and advisors of extracurricular activities may set expectations that condition participation in an activity on attendance at school or may only allow excused absences for continued participation in the activity. Any conditional participation based on attendance will be outlined in the coach/advisor's disclosure at the beginning of the year/season.
9. Students participating in co-curricular or non-curricular clubs may earn a graduation cord representing the club conditional on the student meeting certain attendance criteria, including no trancies, as determined by the school administrator over clubs.
10. Classroom teachers may NOT reduce a student's academic grade on the sole basis of a student's truancy and are discouraged from disallowing make-up work when a student is truant; however, teachers may use in-class activities that incentivize students to be present.
11. Notices of Compulsory Education Violation
 - i. Except when state law or USBE rule dictate otherwise, Elementary school administrators may issue Notices of Compulsory Education Violations to the parent of a school-age child who has been truant at least 5 times during the school year.
 - ii. The Notice shall direct the parent of the school-age child to meet with school authorities to discuss the child's attendance problem.
 - iii. The Notice requires parents to cooperate with school authorities in securing regular attendance by the child.
 - iv. The Notice shall designate the school authorities with whom the parents is required to meet.
 - v. The Notice shall state that it is Class B Misdemeanor for the parent of the child to intentionally or recklessly fail to meet with the designated school authorities to discuss the child's attendance problem or fails to prevent the child from being absent without a valid excuse (truant) 5 or more times during the remainder of the school year.
 - vi. The Notice shall be served on the child's parent by school personnel or by certified mail.
12. Notice of Truancy
 - i. Except when state law or USBE rule dictate otherwise, secondary school administrators may issue a Notice of Truancy to a student who is at least 12 and have been truant 5 times during the school year.
 - ii. The Notice shall direct the student and the parent to meet with the school authorities to discuss the truancies and cooperate with the school administration in securing regular attendance by the student.
 - iii. The Notice shall be mailed to the student's parent by school personnel.

4180 CLOSED CAMPUS REGULATION

The junior high schools in the Weber School District will have closed campuses. Students will be required to remain on the school grounds from the time school opens in the morning until school is dismissed at the end of the day. Exceptions may be granted to individual students at the discretion of and in a manner prescribed by the principal.

Senior high schools in Weber District may, at the discretion of the principal and the approval of the Superintendent, institute closed campus regulations.

4190 STUDENT HEALTH AND WELFARE

References:

Utah Code Annotated 53A-11-201 through 53A-11-601

The Weber School District Board of Education recognizes the importance of promoting the health and welfare of each student under its jurisdiction. It shall be the duty of the Superintendent at the direction of the Board of Education to enforce the provision of The Utah Annotated Code, Section 53A-11-201 through 53A-11-601, entitled Health of School Children.

4191 IMMUNIZATIONS OF STUDENTS

Students, before enrolling, must have all immunizations as required by state law. District administration shall provide schools with current information regarding required immunizations, procedures, and exceptions.

Approved by the Board 05/05/2004

4192 COMMUNICABLE DISEASE - STUDENTS

References:

Utah Code Annotated Section 26-6-2

The Utah State Statutes and the State Department of Health defines communicable diseases as follows:

"Communicable disease" means illness due to a specific infectious agent or its products which arises through transmission of that agent or its products from a reservoir to a susceptible host, either directly, as from an infected person or animal, or indirectly, through an intermediate plant or animal host, vector, or the inanimate environment.

A "carrier" of communicable disease is defined as follows:

"Carrier" means an infected person or animal that harbors a specific infectious agent in the absence of discernible clinical disease and serves as a potential source of infection for man. The carrier state may occur in an individual with an infection that is inapparent throughout its course (commonly known as healthy or asymptomatic carrier), or during the incubation period, convalescence, and post-convalescence of an individual with a clinically recognizable disease (commonly known as incubatory carrier or convalescent carrier). Under either circumstance the carrier state may be of short or long duration (temporary or transient carrier or chronic carrier).

Source: Section 26-6-2, Utah Code Annotated, 1953

The Utah State Board of Health has statutory authority to investigate and effectuate control of the causes of communicable diseases including authorization for detection, reporting, prevention and control.

In addition to the statutory authority of the State Department of Health for control of communicable diseases, the Board of Education acknowledges the importance of developing within this district, guidelines for the employment of school district staff infected with Acquired Immunodeficiency Syndrome symptoms (AIDS), Cytomegalovirus (CMV), Herpes Simplex virus (HSV), and HSV related diseases such as chicken pox, shingles, and infectious mononucleosis. The Board of Education will cooperate in educating its employees and its residents and patrons about the risks involved in maintaining an infected employee in a school setting or in an out of school employment setting, recognizing that such information will help in providing optimum care and education for an infected employee while minimizing the risk of transmission to others. The Board will also cooperate with the Utah State Department of Health in assisting its designated authority in the detection, prevention and control of communicable diseases.

DEFINITIONS

AIDS:	<p>is caused by a virus (HTLV-3) which attacks the body's immune system, leaving victims especially vulnerable to infection. To date, there is no known cure. The mortality rate ranges between 70% - 90% after two years. No identified cases are known to have been transmitted in the school or day-care setting or through casual person to person contact. The only known modes of transmission are sexual contact, neonatal contact (birth), blood cells are present in saliva, there is nor evidence that AIDS has been transmitted through saliva or other body fluids, with the exception of those referred to above. AIDS is not as easily transmitted as HSV and HSV related diseases. (As more medical knowledge of AIDS becomes available, this definition may change.)</p>
Caretaker:	<p>refers to the teacher or other school personnel responsible for the care and education of the infected child.</p>
Cytomegalovirus:	<p>is a member of the herpes family, and is transmitted through secretions of body fluids. Is primarily a threat to pregnant women. Its symptoms are similar to those of mononucleosis (fever, lethargy, headaches, aching muscles) and may sometimes lead to CMV pneumonia.</p>
Employee:	<p>is any employee of the school district whether administrator, teacher, certified employee, classified employee, whether employed part time or full time including substitute teachers and teachers' aides, and school aides.</p>
Herpes Simplex Virus:	<p>categorized as Type I and Type II. HSV-1 occurs mainly in childhood and is transmitted orally by direct contact with infected secretions. HSV-II, also known as genital herpes, is transmitted through sexual contact. Both types of herpes are evidenced by lesions on the infected person's body, including cold sores. The risk of transmission is greatest when the person has visible or active lesions. Hand washing and cleanliness are the best prevention.</p> <p>Chicken pox, shingles and infectious mononucleosis are closely related to the herpes virus, and can be transmitted through contact with infected body fluids.</p>
Lesions:	<p>are open sore (i.e. cold sores, blisters) on the skin. Active lesions Can secrete and transmit the responsible virus.</p>
Secretions:	<p>refers to all body fluids, such as saliva, blood, tears, urine, feces, and oozing lesions.</p>

PLACEMENT IN THE CLASSROOM

Decisions regarding the type of educational setting for children will be based on the behavior, neurological development, and physical condition of the child and the expected type interaction with others in that setting. The child's physician, parent(s) or guardian(s), and those persons involved with the proposed employment setting shall be consulted to assist in weighing the risks and benefits to both the infected child and to others in the setting.

Infected school aged children shall be placed on temporary home study programs until such time as the above-referenced persons who are involved in the medical care and education of the child shall have reached a determination as to the proper educational placement and educational program for the child.

Infected school aged children who are able to confine and control their secretions should be allowed to attend classes and extra-curricular activities in a normal school environment.

Preschool aged children and neurologically handicapped children who are infected with AIDS and who lack control of their secretions or who have uncoverable lesions shall be cared for in a restrictive setting, minimizing the exposure of other children to blood or body fluids.

Preschool aged children and neurologically handicapped children with active herpetic lesions, including chicken pox and shingles, will not be permitted in the classroom unless such lesions can be completely covered. When the lesions have disappeared (usually within a week) the child will be allowed to return to the classroom. The primary responsibility for examining an infected child for lesions or other related symptoms rests with the parent(s) or guardian(s) of the child.

Infected children with frequently active lesions which cannot be covered, or who are unable to control their secretions, will be provided with an appropriate educational program through home study programs.

SPECIAL PRECAUTIONS

Caretakers of an infected child will be informed about the child's condition and educated about the possible modes of transmission of the child's disease.

Caretakers will practice good hygiene techniques, including a thorough hand washing after exposure to an infected child's secretions and before caring for another child. Disposable gloves and gowns will be provided to caretakers in direct contact with the infected children with open lesions or uncontrolled secretions. Any caretakers with open cuts or lesions on their hands must wear gloves when working with infected children.

Cleanliness and avoidance of infected child's secretions are the best prevention.

Soiled surfaces will be promptly cleaned with disinfectants. Mops and other cleaning equipment must be rinsed with disinfectant. Whenever possible, disposable towel and tissues will be used.

RIGHT TO PRIVACY

There is potential for social isolation should an infected child's condition become known to the general public. School personnel and others involved in educating and caring for the child will respect the right to privacy and need for confidentiality. The child's records will be kept confidential. The number of school personnel who will be in contact with the child and informed of the child's condition will be kept at the minimum needed to assure proper care of the child and to detect and avoid situations where the potential for transmission of the disease may increase (i.e. a bleeding injury or open lesions).

POLICY SUBJECT TO CHANGE

As the medical determinations of communicable diseases such as those identified herein become more generally accepted this policy may be subject to change to meet that additional medical information.

4193 MEDICATION POLICY

References:

Utah Code Ann. §26-41-101, et. seq.

Utah Code Ann. §53G-9-501, et. Seq.

1) PURPOSE AND PHILOSOPHY

Weber School District seeks to ensure all students are safe at school. It is the intent of Weber School District that all students who need medication at school are able to receive such medication, and that the administration of medication to students complies with state and federal law. The policy also ensures immunity from liability for authorized personnel.

2) POLICY

It is Weber School District's policy to allow medication to be administered at school under certain conditions. Personnel and students may store, carry, and/or administer medication in accordance with the procedures set forth in this policy. School personnel will not honor Do Not Resuscitate Orders at school or school activities.

3) DEFINITIONS

- a) **Prescription medications:** a pharmaceutical drug that legally requires a medical prescription to be dispensed.
- b) **Over-the-counter medication:** any medication that can be purchased without a prescription from a licensed medical provider. This includes alternative, herbal, or homeopathic substances.
- c) **School personnel:** any person, 18 years or older, who is employed by Weber School District and assigned to a school in the district.
- d) **School sponsored activity:** an activity, field trip, class, program, camp, or clinic that is sponsored by Weber School District
- e) **Seizure rescue medication:** a medication, prescribed by a prescribing health care professional, to be administered as described in a student's seizure rescue authorization, while the student experiences seizure activity.

4) ADMINISTRATION OF MEDICATION BY SCHOOL PERSONNEL

- a) All arrangements for school personnel to administer medication at school are to be made only with the school principal or designated personnel.

- b) In addition to the specific procedures for certain medications set forth in the Procedures attached to this Policy, prescription and/or over-the-counter medication may be administered to a student by school personnel only if:
 - i) The student's parent or legal guardian has provided a completed, current, signed and dated "Authorization of School Personnel to Administer Medication" form [<http://wsd.net/docman-list/documents/nursing-1/health-care-plans/medications/611-medication-administration-authorization-form/file>] providing for the administration of medication to the student during regular school hours (This request must be updated at the beginning of each school year (within the 1st ten school days) and whenever a change is made in the administration of medication); AND
 - ii) The student's licensed medical provider has also signed and dated the "Authorization of School Personnel to Administer Medications" form stating the name, method of administration, dosage, and time to be given, the side effects that may be seen in the school setting from the medication, and a statement that administration of medication by School Personnel during the school day is medically necessary; AND
 - iii) The medication is delivered to the school by the student's parent/guardian, or authorized adult. A one week's supply or more is recommended; AND
 - iv) The medication is in its original container, clearly labeled with the student's name and dose. Prescription medication must be properly labeled by a pharmacy. Medication improperly labeled on the container cannot be accepted and/or administered to the student.
- c) The side effects of a medication shall determine if the drug is appropriate to delegate its administration to school personnel. Any medication with known, frequent side effects that can be life threatening shall not be delegated. Medications that require the student's heart rate, blood pressure, or oxygen saturation to be obtained before, during, or after administration of the drug shall not be administered by school personnel.
- d) Narcotic pain medication may not be brought to school, kept at school, nor administered by school personnel.
- e) All medications (both prescription and over-the-counter) specified in a student's IEP, Health Care Plan, or 504 accommodation plan will be administered as outlined in the relevant plan.
- f) Administration of medication by school personnel may be discontinued by the school at the school's discretion any time after notification to the parent/guardian.
 - i) Discontinuation of administration of medication by school personnel is appropriate under either of the following circumstances:

- (1) The parent/guardian has been non-compliant with this Policy; or
 - (2) The student has been non-compliant with this Policy by refusing medication repeatedly or continued resistance to respond to school personnel for administration of medication at the appointed time
- ii) If a student has a 504 or an IEP, the school's determination to discontinue administration of medication for the above reasons may only occur after meeting with the student's parent/legal guardian.
- g) School personnel will not be required to administer medical cannabis or any derivative thereof, or CBD oil, lotion, or other form of CBD product, to students at school. Students who wish to bring and self-administer CBD products containing zero amounts of THC to school must allow school personnel to store the CBD product in a locked health medication drawer.

5) STUDENT SELF- ADMINISTRATION OF MEDICATION AT SCHOOL

- a) If a student's parents and medical provider sign and return the appropriate individualized health care plan, and if applicable, associated medical orders, any student with the requisite maturity and competency, as determined by the health plan team or 504 team, may possess and self-administer the following:
 - i) inhalers
 - ii) epinephrine auto-injectors
 - iii) diabetes medication
- b) Except for what is provided in 5)a), students in grades kindergarten through grade 6 may not possess or self-administer any other medications. Students needing medications described in 5)a)i) through iii) must have an individualized health care plan.
- c) In addition to 5)a), students in grades 7 through 12 may possess and self-administer medication under the following circumstances:
 - i) The student may only carry one day's dosage of medication, excluding narcotics; and
 - ii) The student has the requisite maturity and competency as determined by the health plan team or 504 team; and
 - iii) For 5)a)i) through iii), a student must also have an individualized health care plan.
- d) Students who possess medication not prescribed, or medication not properly labelled, or in Elementary school, medication not listed in 5)a)i) through iii) may be subject to discipline according to policy 5200.

6) SCHOOL RESPONSIBILITIES

- a) Each school in Weber School District will comply with the following obligations under this Policy regarding administration of medication to students at school:

- i) Annually send a notice to the parents/guardians regarding medication administration in the school.
- ii) Designate school personnel (“Designated School Personnel”) to administer medication and notify the school nurse of medication needs.
- iii) Arrange annual training with the school nurse for Designated School Personnel. Designated School Personnel, including teachers in charge of field trips, will sign that they received medication administration training. This training will include:
 - (1) How to properly administer medication(s)
 - (2) Indications for the medication(s)
 - (3) Dosage and time of medication(s)
 - (4) Adverse reactions and side effects of medication(s)
 - (5) Proper maintenance of records
- iv) Maintain records regarding administration of medication.
 - (1) Each student must have his/her own file which includes an “Authorization of School Personnel to Administer Medication” and the “Daily Medication Recording Form.” [can be found under the Medication Heading at <http://wsd.net/departments/support/nursing/health-care-plans>
 - (2) The “Daily Medication Recording Form” documents the following:
 - (a) which Designated School Personnel administered the medication;
 - (b) the dosage, time of day, and the date;
 - (c) when and how much medication was delivered to the school by the parent/legal guardian on the “Medication Check-in/Disposal” form [<http://wsd.net/docman-list/documents/nursing-1/health-care-plans/medications/612-medication-check-in-disposal-form/file>]; and
 - (d) how much medication was discarded (if necessary) and who witnessed the disposal. Disposal of medication requires the presence of two people to record the amount of medication discarded, the date, and how it was discarded.
 - (e) Each day will be filled in or designated as a non-school day.
 - (3) The “Daily Medication Recording Form” will be available to parents/legal guardians upon request.
 - (4) All medication documents will be placed in an appropriate file at the end of each year.
- v) Provide a secure location for the safekeeping of medications, per the following:
 - (1) Medication to be administered by Designated School Personnel must be stored in a locked cabinet or secure refrigerated unit.
 - (2) Adequate temperature of all medication must be maintained;
 - (3) Unused medication(s) should be picked up within two weeks following notification of parents/guardians, or it will be disposed of by the school and recorded on the “Medication Check-in/Disposal Form.”

- b) Designated School Personnel are responsible to administer medication to all students with an Authorization of School Personnel to Administer Medication form signed by parents/legal guardians and physicians. If a medication is repeatedly refused, a school official will notify the parent/guardian.
- c) Any adverse reactions or medication errors will be reported promptly to the parent/guardian. If the parent is unavailable, the student's doctor will be called for further direction. This adverse reaction or medication error must be documented on the "Medication Error/Adverse Reaction Reporting Form." [<http://wsd.net/docman-list/documents/nursing-1/health-care-plans/medications/609-medication-error-adverse-reaction-form/file>].
- d) School personnel who provide or receive training to store and administer medication under the Policy and who act in good faith are not liable in any civil or criminal action for any act taken under this Policy.

7) MEDICATIONS.

WSD will follow the attached procedures and protocol for the administration of epinephrine auto-injectors, stock albuterol, glucagon, seizure rescue medication, and Nasal Narcan at school.

8) DO NOT RESUSCITATE DIRECTIVES.

- a) Life-sustaining emergency care (First Aid, CPR, calling 911, etc.) will not be denied to any student in need of such care, regardless of race, color, sex, religion, age, natural origin, disabilities, or the existence of a medical directive.
- b) "Do Not Resuscitate" orders (DNR Order) will not be honored by school personnel of the school district. Such medical decisions will be left to those medical professionals who are licensed to make these decisions.
- c) A school that receives a DNR Order from a parent or legal guardian, or an adult student, shall maintain the Order in the student's individualized health plan, but a DNR Order will not be honored by school personnel.
- d) School personnel providing life-sustaining emergency care will immediately inform the emergency medical services personnel responding to the emergency if a student has a DNR Order

PROCEDURES FOR ADMINISTRATION OF SPECIFIC MEDICATIONS

1) Epinephrine and Albuterol

- a) Storage.
 - i) A school may obtain a prescription for a supply of epinephrine auto-injectors and may store them at the school for emergency use in severe allergic or anaphylactic reactions.
 - ii) Emergency epinephrine and antihistamines, or inhalers with albuterol provided by the family of a known allergic or asthmatic student will also be kept at the school if the proper individualized health care plan has been submitted by the parent annually.
 - iii) The epinephrine auto-injectors and stock albuterol will be stored in an area that can be readily accessible to school personnel who may have occasion to use it in an emergency, but not accessible to students.
- b) Training.
 - i) All secretaries, office aides, para professionals, and all CPR certified staff are considered Designated School Personnel and will be trained to administer epinephrine auto-injectors and/or stock albuterol.
 - ii) Training for storage and emergency use of epinephrine auto-injectors shall be provided by the school nurse, or other person qualified to provide such training. Training for the storage and emergency use of stock albuterol shall be provided by the Department of Health. The school nurse will provide this training to Weber School District Designated Personnel.
 - iii) Training will include:
 - (1) recognition of symptoms of anaphylaxis and/or an asthma emergency;
 - (2) standards and procedures for the storage and emergency use of epinephrine auto-injectors and/or stock albuterol;
 - (3) emergency follow-up procedures, including calling the emergency 911 number and contacting, if possible, the student's parent and physician; and
 - (4) written materials covering this information, which shall be retained for reference by the Designated School Personnel.
- c) Administration.
 - i) Designated School Personnel will immediately administer an epinephrine auto-injector or stock albuterol to a student exhibiting potentially life-threatening symptoms of anaphylaxis or asthma.
 - ii) Emergency personnel (911) must be called any time an epinephrine auto-injector is administered by Trained School Personnel. Designated School Personnel shall initiate other appropriate follow-up in accordance with the training described above in section 7a)3), after administering an epinephrine auto-injector.
 - iii) Students may carry and self-administer epinephrine auto-injector and/or inhalers with albuterol if the parents and medical providers sign and return the individualized health care plan.

2) Glucagon

- a) A student or school may possess or store prescribed glucagon so it will be available for administration in an emergency in accordance with this Policy.
- b) A parent of a student with diabetes who has been prescribed glucagon may submit a glucagon authorization, included in a Diabetic Medical Management Order [<https://intermountainhealthcare.org/locations/primary-childrens-hospital/medical-services/diabetes/>], requesting the student's school to identify and train school personnel who volunteer to be trained in the administration of glucagon in accordance with this Policy.
- c) Training
 - i) Upon receiving a glucagon authorization (DMMO), the school will, within a reasonable time after receiving the DMMO, train two or more school personnel who volunteer to be trained in the administration of glucagon ("Glucagon Trained School Personnel").
 - ii) Training in the administration of glucagon will be provided by the school nurse or other qualified, licensed medical professional.
 - iii) Training will include:
 - (1) techniques for recognizing the symptoms that warrant the administration of glucagon; and
 - (2) standards and procedures for the storage and use of glucagon; and
 - (3) other emergency procedures, including calling 911 number and contacting, if possible, the student's parents; and
 - (4) written materials covering the information required under this Section, which shall be retained for referenced by the Glucagon Trained School Personnel.
- d) Administration
 - i) Glucagon Trained School Personnel may administer glucagon at a school or **school sponsored activity** to a student with a DMMO if the student is exhibiting symptoms that warrant the administration of glucagon; and a licensed health care professional is not immediately available.
 - ii) Glucagon Trained School Personnel shall direct a responsible person to call 911 and take other appropriate actions in accordance with the training materials provided during the training.

3) Seizure Rescue Medications

- a) A parent of a student who experiences seizures may submit a Seizure Medication Management Order (SMMO) [https://choosehealth.utah.gov/documents/pdfs/school-nurses/Seizure%20Forms/smmo_ada_12-27-18_fillable.pdf] to the school under the following circumstances:
 - i) The SMMO includes the following:
 - (1) Certification that:
 - (a) a prescribing health care professional has prescribed a seizure rescue medication for the student;

- (b) the student's parent has previously administered the student's seizure rescue medication in a non-medically supervised setting without a complication; and
 - (c) the student has previously ceased having full body prolonged or convulsive seizure activity as a result of receiving the seizure rescue medication.
 - (2) A description of the specific seizure rescue medication authorized for the student including the indicated dose, and instructions for administration;
 - (3) A request that the student's school identify and train school employees who are willing to volunteer to receiving training to administer a seizure rescue medication in accordance with this Policy ("Seizure Rescue Trained Personnel"); and
 - (4) Authorization for a trained school employee volunteer to administer a seizure rescue medication in accordance with this Policy.
- b) Upon receipt of a SMMO, the school will:
- i) inform school employees of the opportunity to be a Seizure Rescue Trained Personnel;
 - ii) provide training to each school employee who volunteers to be a Seizure Rescue Trained Personnel.
- c) A school may not prohibit or compel a school employee from becoming a Seizure Rescue Trained Personnel.
- d) Training
- i) A Seizure Rescue Trained Personnel must:
 - (1) be an employee of a school where at least one student has a Seizure Rescue Authorization
 - (2) be at least 18 years old;
 - (3) volunteer to receive training in the administration of seizure rescue medication;
 - (4) complete a training program described below;
 - (5) demonstrate competency on an assessment following training; and
 - (6) complete annual refresher training each year that the individual intends to remain a Seizure Rescue Trained Personnel.
 - ii) Training shall be provided by the school nurse or a licensed health care professional and shall follow the training program developed by the Department of Health pursuant to Utah Code 53E-9-505.
 - iii) Training shall include:
 - (1) techniques to recognize symptoms that warrant the administration of a seizure rescue medication;
 - (2) standards and procedures for the storage of a seizure rescue medication;
 - (3) other emergency procedures, including calling 911 and contacting the student's parent, if necessary;
 - (4) an assessment to determine if an individual is competent to administer a seizure rescue medication;
 - (5) an annual refresher training component; and

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- (6) written materials describing the information provided in the training, which will be retained for reference by the school.
- 4) Naloxone (Nasal Narcan)
- a) Administration.
- i) School personnel will provide assistance to any person(s) who may be suffering from an opioid overdose.
 - ii) Trained school personnel shall make every reasonable effort to include the use of Nasal Narcan combined with CPR, to revive the victim of any apparent drug overdose.
- b) Training.
- i) School staff who are CPR certified will be trained annually, or as needed, to properly administer Nasal Narcan.
 - ii) The training will be provided by the school nurse.
 - iii) The training will include:
 - (1) Recognizing the signs and symptoms of an opioid overdose
 - (2) Standards and procedures, including calling 911, when administering Narcan Nasal
 - (3) How to properly administer Nasal Narcan to reverse the symptoms
- c) Medication supply and storage
- i) The school will fund supplies of Nasal Narcan through a participating pharmacy.
 - ii) The supervising physician for Weber School District, will be the authorized prescriber to obtain Nasal Narcan from Adapt Pharma, and will write prescriptions as needed to replace medications.
 - iii) Nasal Narcan has an expiration date of about 12-18 months from the date of manufacture. The school nurse will be responsible for checking the expiration date of the product, and will notify the District Nursing Supervisor when the medication is expiring.
 - iv) Nasal Narcan will be stored in an area out of reach of the student body, but accessible to staff when needed.
 - v) Nasal Narcan will be available for all students, staff or visitors who are on school grounds during school hours.

Approved by the Board 02/05/2020

4194 REPORTING ABUSE AND NEGLECT OF MINORS

1. Any school employee who knows or reasonably believes that a child has been neglected, or physically or sexually abused, or that a child is subject to conditions or circumstances that would reasonably result in neglect, or physical or sexual abuse, shall immediately notify the State Division of Child and Family Services (DCFS) or the local law enforcement agency.
 - 1.1 The individual who observes, suspects, or receives the disclosure of child abuse or neglect must report it to the authorities (DCFS or law enforcement agency).
 - 1.2 The school employee shall also inform the school administrator that a report is being made or report the alleged abuse together. A school employee who only reports the abuse to the principal has not satisfied the mandatory obligation to immediately report the incident.
 - 1.3 Investigation of education personnel prior to submitting a report should not go beyond that necessary to support a reasonable belief that a reportable problem exists.
 - 1.4 Persons making reports or participating in an investigation of alleged child abuse or neglect in good faith are immune from any liability as provided by law.
 - 1.5 The school and district will not disclose the identity of those that report child abuse unless required to do so by law.
2. School personnel will cooperate with DCFS and the law enforcement agency when they are investigating a child abuse situation.
3. The forms “Child Concern Information Sheet” (completed by the person reporting the event) and “Check-In and Responsibility Forms (completed by DCFS or law enforcement officer) are confidential and are to be kept in the principal’s locked file.
4. The school administration should provide and document staff training every three years. Prevent Child Abuse Utah will conduct the training in a faculty meeting when requested. The School administration should also provide and document training with new staff receiving training annually,

Approved by the Board 10/04/2006

4195 EMERGENCY MEDICAL SITUATIONS

Staff members should act reasonably and prudently to do what is necessary to save a life, call parents/guardian and, if appropriate, call for emergency services.

4199 SPECIAL EDUCATION POLICY STATEMENT

- Individuals with Disabilities Education Improvement Act, (IDEIA) 20 U.S.C. §1400 (2004); 34 CFR, Part 300
 - Utah State Board of Education Special Education Rules (2020)
 - Utah Code 53 E, Chapter 7
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I. PURPOSE AND PHILOSOPHY

The primary purposes of this local education agency (LEA) policies and procedures manual are:

- A. To ensure that all students with disabilities ages 3 through 21 in Weber School District have available to them a free appropriate public education (FAPE) that emphasizes special education and related services, as specified on an Individualized Education Program (IEP) designed to meet their unique needs and prepare them for further education, employment, and independent living;
- B. To ensure that the rights of students with disabilities and their parent(s) are protected;
- C. To ensure that State standards are implemented for the provision of a FAPE to students with disabilities, as defined in Utah State Board of Education Special Education Rules (Rules); and
- D. To assess and ensure the effectiveness of efforts to educate students with disabilities.

II. POLICY

It is the policy of the Weber School District to adhere to and comply with federal and state laws and rules as they pertain to students with disabilities and the provision of a free, appropriate, public education to all students within the school district's jurisdiction.

III. PROCEDURES

Weber School District procedures (July 2021) are on file at the Utah State Board of Education, the Weber School District Special Education Department, and on the Weber School District Special Education Department web page.

Approved by the Board 9/1/2021

4200 SCHOOL FEE & FEE WAIVER POLICY

References:

Utah State Board of Education House Bill 183

1) PURPOSE AND PHILOSOPHY

Weber School District is committed to providing a free public education to all students enrolled in its schools. Many expenses in the operation of schools are beyond the ordinary costs of education; such as, but not limited to, lockers, yearbooks, clubs, travel and tangible products. The purpose of this policy is to establish a system of reasonable fees with notice and transparency to students and parents of the fee schedule, as well as fee waiver options and to outline the process for granting fee waivers.

2) POLICY

It is Weber School District's policy, with input from parents and community members, to establish a fair fee schedule for school-sponsored activity and program costs incurred by students. Fees that are not approved for and included in the District's fee schedule are not allowed. All fees and options for fee waivers are to be transparent to students, parents, and the community. Schools shall ensure all students eligible for fee waiver have the opportunity to apply for a fee waiver and students who qualify shall be granted a fee waiver under the provision of this policy. Weber School District prohibits practices that would exclude students unable to pay fees from participation in school-sponsored activities or create a burden on a student or family as to have a detrimental impact on participation.

3) DEFINITIONS

- a) **Co-curricular Activity:** an activity, course, or program, outside of school hours that also includes a required regular school day program or curriculum
- b) **Curricular Activity:** an activity, course or program that is provided, sponsored, or supported by the District and conducted only during school hours
- c) **Extra-curricular Activity:** an activity or program for students outside of the regular school day that:
 - i) is sponsored, recognized, or sanctioned by the District and
 - ii) supplements or compliments, but is not part of, the District's required program or regular curriculum
- d) **Fee**
 - i) a charge, expense, deposit, rental or payment that is a condition to a student's full participation in an activity, course, or program that is provided, sponsored, or supported by the District;
 - (1) regardless of how they are termed, described or requested, and regardless of whether it is required directly or indirectly; and
 - (2) may be in the form of money, goods, or services.
 - ii) **Fees include**

- (1) money or something of monetary value raised by a student or the student's family through fundraising;
 - (2) charges or expenditures for a school field trip or activity trip, including related transportation, food, lodging, and admission charges;
 - (3) payments made to a third party that provides a part of a school activity, class, or program
 - (4) charges or expenditures for classroom textbooks and classroom supplies or materials;
 - (5) charges or expenditures for school activity clothing;
 - (6) the activity, class, or program requirement for specific shoes or items of clothing, including requesting a specific color, style, fabric, or imprint
 - (7) Student supplies if there is a specific requirement such as brand, color, or a special imprint in order to create a uniform appearance that is not related to basic function.
 - (8) a fine, other than a fine identified in the subsection below.
- iii) **Fees** do NOT include
- (1) Student supplies (as defined below), including:
 - (a) Pencils
 - (b) Papers
 - (c) Notebooks
 - (d) Crayons
 - (e) Scissors
 - (f) Basic clothing for healthy lifestyle classes; and
 - (g) Similar personal or consumable items over which a student retains ownership.
 - (2) a student fine specifically approved by the Board for:
 - (a) failing to return school property;
 - (b) losing, wasting, or damaging private or school property through intentional, careless, or irresponsible behavior, or as described in Section 53G-8-212;or
 - (c) improper use of school property, including a parking violation;
 - (3) a payment for school breakfast or lunch;
 - (4) a deposit that is:
 - (a) a pledge securing the return of school property that is refunded upon the return of the school property; or
 - (b) a charge for insurance, unless the insurance is required for a student to participate in an activity, course, or program or
 - (5) charges associated with a student's participation in a non-curricular club.
- e) **Non-curricular Club:** a group meeting outside of the school day that is not related to any regular school day course in any way. These are referred to as "Groups" in accordance with Policy 4540.
- f) **"Provided, sponsored, or supported by a school":** an activity, class, program, fundraiser, camp, clinic, or other event that:
- i) is authorized by the District or satisfies at least one of the following three conditions:

- (1) it is managed or supervised by the District or school within the District or District employee in the employee's official capacity as District employee;
 - (2) it uses the District's or school's facilities, equipment, or other resources; or
 - (3) it is supported or subsidized by public funds, including the school's activity funds or minimum school program dollars.
 - g) **"Requested or required by the District as a condition to a student's participation":** something of monetary value that is impliedly or explicitly mandated or necessary for a student, parent, or family to provide so that a student may:
 - i) fully participate in the activity, class, or program;
 - ii) successfully complete a school class for the highest grade; or
 - iii) avoid a direct or indirect limitation on full participation in a school activity, class, or program, including limitations by:
 - (1) peer pressure, shaming, stigmatizing, bullying, or the like; or
 - (2) withholding or curtailing any privilege that is otherwise provided to any other student
 - h) **Student Supplies:** items which are the personal property of a student which, although used in the instructional process, are also commonly purchased and used by persons not enrolled in the activity, class, or program and have a high probability of regular use in other than school-sponsored activities.
- 4) **FEE SCHEDULE**
- a) Each school year, the Board will annually review and approve the District's fee schedule.
 - b) The fee schedule will include fees associated with each activity, course, or program that is provided, sponsored, or supported by the District.
 - c) A fee that is not on the fee schedule may not be assessed to students throughout the year.
 - d) *Fee Setting Process*
 - i) A District fee committee, comprised of District personnel, activity advisors, teachers, coaches, and parents will collect information from the various schools' activities, courses, and programs to formulate and review for the Board's approval, the District's fee schedule each year.
 - ii) The District fee committee may consider any of the following factors when determining a fee proposal to the Board:
 - (1) the school's cost to provide the activity, class, or program;
 - (2) the school's student enrollment;
 - (3) the median income of families;
 - (4) the number and monetary amount of fee waivers, designated by individual fees, annually granted within the prior three years;
 - (5) the historical participation and school interest in certain activities;
 - (6) the prior year fee schedule;
 - (7) the amount of revenue collected from each fee in the prior year;
 - (8) fund-raising capacity;
 - (9) prior year community donors; and
 - (10) other resources available, including through donations and fundraising.

- iii) The District fee committee shall present the fee schedule to the Board and the public on or before the February Board meeting each year,
- iv) Board approval
 - (1) Fee schedules and policies shall be adopted by the Board at or before the regularly scheduled April Board meeting.
 - (2) Prior to the adoption of the fee schedule, the Board shall allow public participation and comment on the fee schedule during a minimum of two public meetings of the Board. These meetings will typically be the February and March board meetings.
 - (3) The Board shall provide notice of the meetings to the public in accordance with the Open and Public Meetings Act (“OPMA”) and to parents and students using the same communication regularly used by the District to communicate with parents.
 - (4) Minutes of the Board meeting during which fees and fee policies are adopted together with copies of the approved policy and fee schedule will be made available upon request in accordance with the OPMA.
 - (5) The Board may adopt amended fee scheduled after the April Board meeting.
- v) The fee schedule is attached to this Policy as Appendix A, posted on the District’s website, and included in registration packet materials for parents. The fee schedule is updated annually.

e) *Fee Schedule Requirements*

- i) The Board’s adopted fee schedule shall include:
 - (1) Notice that students may be eligible for a fee waiver
 - (2) The fee total for each activity, class, or program, including a maximum amount per activity, class, or program
 - (3) A delineation of each fee if the activity, class, or program includes multiple fees
 - (4) A student annual maximum aggregate fee amount for the student’s participation in *all* courses, programs, and activities provided, sponsored, or supported by a school for the year.
 - (5) A spend plan for the revenue collected from each fee charged. The spend plan should provide students, parents, and employees transparency by identifying the fee’s funding uses.
- ii) The amount of revenue raised by a student through voluntary individual fundraisers or required group fundraisers will be included as part of the maximum fee amount per student for the activity and the maximum total aggregate fee amount per student.
- iii) Students who do not qualify for fee waivers may not be required to pay an increased fee to make-up for the costs of students who qualify for fee waivers. Schools may, however, notify students and families that they may voluntarily pay an increased fee amount or provide a donation to assist in covering the costs of other students and families.
- iv) A fee shall be equal to or less than the expense incurred by the District or school to provide for a student activity, course, or program.
- v) Beginning in the 2022-2023 school year, a fee schedule may not include a textbook fee.

5) FEES FOR CLASSES AND ACTIVITIES DURING THE REGULAR SCHOOL DAY

a) Elementary School

- i) No fee may be charged in kindergarten through grade six for any regular school day activity including assemblies and field trips or for any snacks, materials, textbooks, instructional or school supplies, or fundraising, except as provided in Subsection 5)a)ii) below:
- ii) An elementary school or teacher may provide to a student's parent or guardian a suggested list of student supplies, as defined in this policy, for use during the regular school day so that a parent or guardian may furnish, on a voluntary basis, those supplies for student use. Such a list must include the following language in clear and conspicuous location:

“NOTICE: THE ITEMS ON THIS LIST WILL BE USED DURING THE REGULAR SCHOOL DAY. THEY MAY BE BROUGHT FROM HOME ON A VOLUNTARY BASIS, OTHERWISE, THEY WILL BE FURNISHED BY THE SCHOOL.”

- iii) The school must provide any necessary school supplies not voluntarily furnished by a parent or guardian.
- iv) A student may be required to replace supplies provided by the school which are lost, wasted, or damaged by the student through careless or irresponsible behavior.

b) Secondary

- i) Fees may be charged to secondary students in connection with a regular school day activity, class, or program if the fee is on the Board approved fee schedule and subject to fee waiver.
 - (1) Any new secondary class that is established or approved which requires payment of fees or purchase of items for students to participate fully, the fees or costs for the class must be included on the Board approved fee schedule and is subject to fee waiver
- ii) A school may require a secondary student to provide student supplies, provided the requirement is not specific to brand, color, style, fabric, or imprint.

6) FEES FOR ACTIVITIES OUTSIDE OF THE REGULAR SCHOOL DAY

- a) Fees may be charged for any school-sponsored program or activity that does not take place during the regular school, regardless of the age or grade level of the student, if participation is voluntary and the fees meets all the requirements outlined in section 4)e) of this Policy.
- b) Elementary students may be charged a fee if the activity does not affect the student's grade or ability to participate fully in any course taught during the regular school day.
- c) Schools that provide, sponsor, or support an activity, class, or program outside of the regular school calendar are subject to the provisions of this policy regardless of the time or season of the activity, class, or program.

7) FUNDRAISING AND DONATIONS

- a) All fund raising activities must be conducted in accordance with Policy 4571.
- b) A school may not allow required individual fundraising, but may allow optional individual fundraising to off set the cost of student's fees.
- c) A school may allow for group fundraisers.
- d) A school may not deny a student membership in or participation on a team or group or in an activity based on the student's non-participation in a fundraiser.
- e) A school may not request a donation in lieu of a fee from a student or parent unless the activity, class, or program for which the donation is solicited will otherwise be fully funded by the school or District and receipt of the donation will not affect participation by an individual student.
- f) The District, through the Weber School District Foundation ("Foundation"), may raise money to offset the cost to the District attributed to fee waivers. All donations through the Foundation shall be handled in accordance with policies governing the Foundation.
- g) The District of school may not accept a donation that would create a significant inequity among schools within the District.

8) NOTICE TO PARENTS

- a) The District will provide notice to parents/guardians of all current and applicable fee schedules and fee policies, including the fee waiver provisions in this Policy and notices from the Utah State Board of Education in the form of appendices to this Policy, through annual publication on the District's website.
- b) A copy of the fee schedule fee policy, including the fee waiver provisions in this Policy and notices from the Utah State Board of Education in the form of appendices to this Policy, will be included in the District's registration materials each year and will be provided to the parent of a student who enrolls after the initial enrollment period.
- c) In addition to the above, each elementary school and each secondary school in the District will post notice of fee waivers in their schools.
- d) A district representative will meet with each student's parent and make available an interpreter to understand the district's fee schedules and fee waiver policies if the student or parent's first language is not English and the district hasn't published the fee schedule and fee waiver policies in the parent's first language.

9) FEE WAIVERS

- a) General Provisions
 - i) All fees are subject to fee waiver unless specifically identified as a non-waivable charged in this Policy or in UAC R277-407.

- ii) The process for obtaining a fee waiver, pursuing an alternative to fee waiver, or appealing the denial of a fee waiver will be administered confidentially, fairly objectively, without delay, and in a manner that avoids stigma, embarrassment, undue attention, and unreasonable burdens on students and parents.
 - iii) During any period in which the student's fee waiver eligibility is being determined or appealed, the requirement to pay a fee will be suspended.
 - iv) A school may provide alternatives in lieu of fee waivers if a student is unable to pay a fee. If a student wishes to perform service in lieu of a fee, the student may submit the Service Agreement, Verification and Appeal Form, attached as Appendix B.
- b) Non-Waivable charges
- i) Non-waivable charges include a personal discretionary charge or purchase for:
 - (1) insurance, unless the insurance is required for a student to participate in an activity, class, or program
 - (2) college credit related to the successful completion of a concurrent enrolment class or an advanced placement examination; and
 - (3) a personal consumable item such as a yearbook, class ring, letterman jacket or sweater, or other similar item, except when requested or required by a school as a condition to a student's participation.
 - ii) Charges designated for Utah Code, federal law, or administrative rule not to be a fee are non-waivable charges including:
 - (1) tuition for nonresident out-of-state students and foreign students, foreign student transcript translation fees and I-20 form processing charges;
 - (2) a charge for a noncurricular club
 - (3) a charge for school breakfast or lunch;
 - (4) a fine for improper use of school property, including a parking violation; or
 - (5) a fine for replacement of damaged or lost school property
- c) Fee Waiver Application Process
- i) Submission
 - (1) Each building principal shall designate an administrator to handle and process fee waivers (Fee Waiver Administrator). Contact information for the Fee Waiver Administrator will be posted on the school's website.
 - (2) A student desiring a fee waiver will submit the Fee Waiver Application, attached to the Policy as Appendix C, and verification of eligibility to the Fee Waiver Administrator.
 - ii) Verification. A student is eligible for fee waiver if the Fee Waiver Administrator verifies one of the following:
 - (1) The student's family income qualifies under the levels set by the State Superintendent by reviewing verification in the form of income statements, pay stubs, or tax returns.
 - (a) All income received by the household is considered including salary, public assistance benefits, social security payments, pensions, unemployment compensation and child support payments.
 - (2) The student receives Supplemental Security Income (SSI) and the parent provides benefit verification documents from the Social Security Administration;

- (3) The student's family receives Temporary Assistance for needy Families (TANF) and the parent provides benefit verification from the Utah Department of Workforce Services for the period for which the fee waiver is sought
 - (4) The student is in foster care through the Division of Child and Family Services; or is in state custody and the individual seeking the waiver provides the youth in care required intake form and school enrollment letter
 - iii) A school shall ensure that a fee waiver or other provision in lieu of fee waiver is available to any student whose parent is unable to pay.
 - (1) A Fee Waiver Administrator may grant a fee waiver to a student, on a case by case basis, who does not qualify for a fee waiver under the criteria above, but who, because of extenuating circumstances is not reasonably capable of paying the fee.
 - (2) An opportunity will be provided for those requesting a fee waiver under this standard to meet privately with the Fee Waiver Administrator to discuss their situation and potential eligibility for fee waiver.
 - (3) Verification may be collected as appropriate for the situation
- d) Notification of eligibility
 - i) After reviewing the documentation provided by the student and the student's parent, the Fee Waiver Administrator will approve or deny the fee waiver request.
 - ii) The Fee Waiver Administrator shall not retain required fee waiver verification documents or copies of the verification documents but will keep the following information as a log or record
 - (1) That the student's eligibility was verified;
 - (2) The name and position of the person who reviewed the verification documents;
 - (3) The date it was verified; and
 - (4) The type of documentation used to verify eligibility.
 - iii) The Fee Waiver Administrator will maintain documentation of the following:
 - (1) The school year the request was submitted;
 - (2) The type and amount of fees requested to be waived;
 - (3) Whether the request was approved or denied;
 - (4) If approved, the type and amount of fees which were waived
 - iv) The Fee Waiver Administrator shall provide written notice of the decision to grant or deny a fee waiver request to the student's parent using the form attached to the Policy as Appendix D.
 - v) If the fee request is denied, the written notice of decision shall include the reason the request was denied and a copy of the appeal process and appeal form.
- e) Appeal of the Waiver Denial
 - i) A student may appeal a denial of a fee waiver by submitting the fee waiver appeal form included in the denial or found on the school website to the school principal, if the principal is someone other than the Fee Waiver Administrator. If the Fee Waiver Administrator is the school principal the appeal may be submitted to the Fee Waiver Administrator's supervisor at the District level.
 - ii) The appeal form must be submitted within ten (10) school days of receiving the denial.

- iii) The school will contact the parent within two weeks after receiving the appeal and schedule a meeting with the principal to discuss the parent's concerns.
- iv) If after a meeting with the school principal, the waiver is still denied, the parent may appeal in writing within ten (10) school days of receiving notice of denial, to the district director over elementary or secondary education, depending on whether the student is in elementary or secondary schools.

10) COLLECTION OF FEES

- a) A school may make an installment payment plan available to a parent or student to pay for a fee, however, an installment payment plan may not be required in lieu of a fee waiver.
- b) A student may not collect or receive student fees from other students or parents.
- c) A school may pursue reasonable methods for collecting student fees, but may not, as a result of unpaid fees:
 - i) exclude a student from a school, an activity, class, or program that is provided, sponsored, or supported by a school or [LEA] during the regular school day;
 - ii) refuse to issue a course grade; or
 - iii) deny a former or current student receipt of official student records, including written or electronic class schedules, grade reports, diplomas, or transcripts.
- d) A school may impose a reasonable charge to cover the cost of duplicating, mailing, or transmitting transcripts and other school records.
- e) A school may not charge for duplicating, mailing, or transmitting copies of school records to an elementary or secondary school in which a former student is enrolled or intends to enroll.
- f) If a school's property has been lost or willfully cut, defaced, or otherwise damaged, the school may withhold the issuance of an official written grade report, diploma, or transcript of the student responsible for the damage or loss until the student or the student's parent has paid for the damages in accordance with 53G-8-212(2)(a).
- g) Notwithstanding Subsection D, a school may not withhold any records required for student enrollment or placement in a subsequent K-12 school.

Approved by the Board 05/06/2020

FEES SCHEDULE

PRE-K, ELEMENTARY, AND JUNIOR HIGH SCHOOLS

2022-2023

Approved 3/02/2022

GENERAL INFORMATION	
1. All fees listed are the maximum amount charged per student for each class or school-sponsored activity. Actual amount charged may be less.	
2. The amount specified for uniforms, travel, and clinics in both junior and senior high school is the total which may be spent whether from student contributions, fundraising activities, school subsidy, or donation.	
3. Any payment for student participation in a class, program, or activity is a fee and is subject to the fee waiver requirement. For information on fee waivers and other details, contact your school administrator.	
4. All students are responsible to pay for any loss, breakage, or damage they cause to school property. Loss, breakage, or damage is not subject to the waiver requirement. These costs are defined as a "fine". Official transcript may be withheld if breakage or damage costs are not paid in accordance with the Utah Code Ann. §53G-8-212.	
5. Donations are permissible in both elementary and secondary schools, but all such requests are voluntary. A student may not be excluded from an activity or program because they did not donate.	
6. All requests for overnight/out of state travel must be approved and comply with all requirements outlined in the District Student Travel Policy (4600).	
7. The max aggregate amount for fees related to Pre-K, Elementary, and Junior High School courses, activities and other miscellaneous fees per student is \$1800.00 (Per student, per year)	
8. The max aggregate amount for Junior High School Extracurricular Fees per student is \$2000.00 (Per student, per year)	
Definitions:	
Curricular Activity - an activity, course, or program that is: intended to deliver instruction; provided, sponsored, or supported by school; conducted only during school hours.	
Co-Curricular Activity - an activity, course, or program that is: an extension of a curricular activity; included in an instructional plan and supervised or conducted by a teacher or education professional; conducted outside of regular school hours; provided, sponsored or supported by school; includes a required regular school day activity, course, or program.	
Extracurricular Activity - an activity, a course, or program that is: not directly related to delivering instruction; not a curricular activity or co-curricular activity; is provided, sponsored, or supported by the school.	
For additional information see District Policy 4200	

DEFINITION
Spend Plan - An explanation of how the district uses the collected fees, including fundraising monies. Spend plans will be noted at the beginning of each section or parenthetically after the fee name/type.

EARLY CHILDHOOD PRE-K
Total cost of tuition varies based on income eligibility (TANF Schedule). If eligibility requirement is not met, full tuition is charged. Tuition cost varies based on yearly grant approvals.

ELEMENTARY EXTRACURRICULAR ACTIVITIES - Activities held outside of the school day		
\$25.00	CHROMEBOOK REPAIR ASSIST (set by vendor, per year)	non-waivable
\$60.00	DISTRICT LEVEL KIDS CAMP (staffing, materials, clothing) - grades 3-6	District Level Invitation Required
\$80.00	EXTENDED EDUCATION SUMMER CAMP (staffing, materials, clothing) - grades 5-8	Formerly PAL Camp
up to \$30.00	EXTRACURRICULAR FIELD TRIP (extends beyond the school day, non-educational, Principal approved) (admission, supplies, transportation)	per activity
up to \$15.00	MATH, SCIENCE, STEM, CODING, SUMMER READING, ORCHESTRA, DRAMA, ART, HOPE SQUAD, PHOTO CLUB, BASKETBALL (materials, clothing, costumes, props, training, supplies, food, recognitions)	
up to \$20.00	READING, PEER LEADERS (clothing, registrations, training, craft supplies, activities)	
up to \$30.00	RUNNING CLUB, CHOIR (clothing, staffing, costumes, props, cd, sheet music, instruments, travel, activities)	
up to \$40.00	ROBOTICS (competition fees, clothing, materials, snacks, staffing)	

Item Expense	JUNIOR HIGH SCHOOLS & WEBER ONLINE TUITION - REQUIRED
\$35.00	INSTRUCTIONAL SUPPLIES (consumable or non-reusable supply that is necessary for a student to use as part of an activity or program)
\$35.00	Total Fee
Item Expense	CHARTER, ONLINE, PRIVATE, HOME SCHOOL STUDENTS - REQUIRED
	CO-CURRICULAR ("Co-curricular" has been liberally construed to include any class (with or without an activity outside of school hours) offered by the District that is not offered by the charter, online, or private school a student attends. R277-407)
\$17.50	* INSTRUCTIONAL SUPPLIES (consumable or non-reusable supply that is necessary for a student to use as part of an activity or program)
\$17.50	Total Fee - plus activity specific fees for each activity

Item Expense	JUNIOR HIGH SCHOOLS - GENERAL	
	ADMISSIONS TO: (fee is per event and covers administrative costs, decorations, food, vendors cost, advertising, supplies)	
up to \$10.00	* PLAYS/MUSICALS/CONCERTS/PERFORMANCES	
\$30.00	CALCULATOR RENTAL (maintenance, purchase of new calculators)	
\$25.00	CHROMEBOOK REPAIR ASSIST (set by vendor, per year)	non-waivable
\$10.00	CLASS CHANGE (out of contract hour stipends, personnel making changes, student related items and activities provided by school counseling department)	non-administrative - per request, request may involve more than one class
up to \$50.00	CLUB MEMBERSHIP DUES - CURRICULUM RELATED (supplies, activities, inductions, uniform/clothing/gear, exams, competition fee(s), vendor costs, membership fees, national dues) <i>*Upon school principal approval, clubs may fundraise-a spending plan must be submitted</i>	non CTSO; club must be pre-approved by school Principal
\$35.00	CREDIT RECOVERY - PER 0.25 CREDIT (materials, staffing, licensing)	
\$5.00	DANCES - STOMPS (decorations, food, vendor costs, printing)	per stomp
\$130.00	DRIVER EDUCATION - THEORY/RANGE/ROAD (instruction, insurance, fuel, staffing, student materials, vehicle maintenance)	classes taught at BHS, FHS, RHS, TRHS, WHS
\$35.00	DRIVER EDUCATION - ONLINE THEORY (support coordinator of online theory)	
\$100.00	DRIVER EDUCATION - RANGE/ROAD (instruction, insurance, fuel, staffing, range & vehicle maintenance)	Students who completed WSD Online Drivers Ed Course
up to \$50.00	FIELD TRIP - ELECTIVE/INCENTIVE ACTIVITY (admission, supplies, transportation)	per activity
\$500.00-\$1500.00	INTERNATIONAL SCIENCE AND ENGINEERING FAIR (ISEF) (entry fee, travel, lodging, food)	
up to \$8.00	LITERARY MAGAZINE (printing cost)	
\$5.00	LOCKER COMBINATION CHANGE (maintenance of lockers)	
up to \$3.00	NEWSPAPER/PUBLICATIONS (printing)	
4% + .40¢	ONLINE PAYMENT TRANSACTION FEE (cover fees set by vendor)	
\$5.00	OPEN ENROLLMENT APPLICATION FEE (processing of application)	
\$35.00	ORIGINAL CREDIT (materials, staffing, licensing)	additional courses above the 7 courses offered at school per 0.25 credit
\$80.00	EXTENDED EDUCATION SUMMER CAMP (staffing, materials, clothing) - grades 5-8	Formerly PAL Camp
\$5.00	REPLACEMENT ID'S (printing)	
\$4.00	SAFETY GLASSES (can be purchased outside of school)	
\$30.00	SEAL OF BILITERACY TEST/APPL TEST (price set by vendor)	
up to \$3.00	SPIRIT BUS (transportation)	per trip
\$4.00	STUDENT DIRECTORY/PLANNER/CALENDAR (printing)	
up to \$175.00	SUMMER LEARNING OPPORTUNITIES (Code.org, WSD Prep, extended course offerings)	per course
up to \$35	SUMMER SCHOOL (materials, staffing, licensing)	per course
\$20.00	YEARBOOK (price of yearbook set by vendor, cameras, materials, licensing)	

Item Expense	JUNIOR HIGH SCHOOL COURSE FEES	
	COURSES - General	
\$15.00/Semester	Drama/Theatre/Choreography/Cinema/Technical Theatre (student materials, instruction <u>supplies</u>)	
up to \$25.00	Life Skills - Community Activity	
	<i>*Community based learning opportunities are activities outside the classroom, with well defined objectives intended to allow students to practice skills learned in the classroom related to functional and daily living skills in real life situations (dollar more, budgeting, accessing and planning public transportation, grocery shopping, communication, etc.) to increase generalization of skills and learning.</i>	

\$20.00/Semester	Visual Arts (portfolio production, tools, materials, safety, storage, cleaning) <i>*Students may choose to make a more advanced project, use upgraded material or purchase visual art supplies above and beyond what is supplied for the regular curriculum; in that case the additional cost of the materials will depend on the project or supplies. Student will then be responsible for these voluntary fees. - <u>non-waivable</u></i>	Including but not limited to: Art, Ceramics, Sculpture, Pottery, Jewelry, Art History, Drawing, Crafts, Painting, Photography	
COURSES - Courses with Additional Fees			
Advanced Placement - "AP"			
\$25.00	AP Lab (lab and modeling materials, tools, project materials, safety, storage)		
up to \$65.00	AP Course Workbooks/ Study Guide		if applicable
\$96.00	AP Test Per Individual Test (price set by vendor)		<u>non-waivable</u>
\$40.00	AP Late Test Fee (charge set by vendor if student registers for test after November 15)		<u>non-waivable</u>
		FUNDING SOURCES	
Item Expense	Choir	Out-of-pocket	Fundraising
\$15.00/Semester	Course Fee (event production cost, sheet music, copyright, adjudication charges, printing)	\$15/\$30	
\$10.00	Transportation (bussing)		
up to \$150.00	Uniform (selected group performance apparel, purchase or rental, determined by vendor)		
up to \$50.00	Spirit Clothing (program gear)		
up to \$25.00	Class/Group Banquet (meals)		
up to \$200.00	Camps/Clinics/Retreat (camp gear, staffing, food, supplies)		
up to \$465.00	Total Fee		
		FUNDING SOURCES	

Item Expense	Brass/Woodwinds/Percussion/Band & Instrumental Music (Piano, Guitar, etc.)	Out-of-pocket	Fundraising
\$15.00/Semester	Course Fee (event production cost, sheet music, copyright, adjudication charges, printing, reeds, mallets, sticks, percussion items, method book, oil/grease, strings, shoulder pad, cleaning cloth, rosin, rock stop, padlocks)	\$15/\$30	
up to \$85.00	Instrument Rental (for instruments on hand at school)		
up to \$30.00	Summer Instrument Rental (for instruments on hand at school)		
variable	Outsourced Instrument Rental (for instruments not at school, price set by vendor)		
up to \$35.00	Percussion Maintenance (upkeep of percussion equipment)		
\$10.00	Transportation (bussing)		
up to \$150.00	Uniform (selected group performance apparel, purchase or rental)		
up to \$50.00	Spirit Clothing (program gear)		
up to \$25.00	Class/Group Banquet (meals)		
up to \$200.00	Camps/Clinics/Retreat (camp gear, staffing, food, supplies)		
up to \$615.00	Total Fee		
Item Expense	Orchestra	FUNDING SOURCES	
		Out-of-pocket	Fundraising
\$15.00/Semester	Course Fee (event production cost, sheet music, copyright, adjudication charges, printing, reeds, mallets, sticks, percussion items, method book, oil/grease, strings, shoulder pad, cleaning cloth, rosin, rock stop, padlocks)	\$15/\$30	
up to \$85.00	Instrument Rental (for instruments on hand at school)		
up to \$30.00	Summer Instrument Rental (for instruments on hand at school)		
variable	Outsourced Instrument Rental (for instruments not at school, price set by vendor)		
\$10.00	Transportation (bussing)		
up to \$150.00	Uniform (selected group performance apparel, purchase or rental)		
up to \$50.00	Spirit Clothing (program gear)		
up to \$25.00	Class/Group Banquet (meals)		
up to \$200.00	Camps/Clinics/Retreat (camp gear, staffing, food, supplies)		
up to \$580.00	Total Fee		
	Latinos in Action		
up to \$50.00	Spirit Clothing (program gear)		
\$10.00	Transportation (bussing)		
up to \$65.00	Total Fee		

	Physical Education		
\$5.00/Semester	Physical Education/Conditioning/Weightlifting (any course with PE credit) (equipment, equipment maintenance, padlocks)		
up to \$20.00	PE Uniform (cost of clothing, if required by school/teacher)		
	Science		
\$8.00	Science Lab (lab and modeling materials, tools, lab notebook production, safety, storage, cleaning)		Physics, Earth Science, Intermediate Science
up to \$40.00	Science Fair (display production, materials, experiment supplies)		
	Student Government/Student Club Officer	FUNDING SOURCES	
		Out-of-pocket	Fundraising
up to \$50.00	Spirit Clothing (program gear)		
\$10.00	Transportation (bussing)	\$10.00	
up to \$250.00	Camps/Retreat/Conferences (camp gear, entry fees, staffing)		
up to \$240.00	Uniform (sweater)		
up to \$25.00	Class/Group/Induction Banquet (meals)		
up to \$575.00	Total Fee		
	World Languages		
up to \$40.00	District Language Immersion Day (activities, clothing/gear, food)		
up to \$30.00	State Competition Fee (entry fee, food)		
up to \$250.00	Camps/Retreat (camp gear, entry fees, staffing)		
up to \$320.00	Total Fee		

Item Expense	CAREER AND TECHNICAL EDUCATION ("CTE")	
variable	CTE Optional Project(s) - includes all CTE courses (project materials)	Optional & non-waivable
	<i>*Students may choose to make a more advanced project or use upgraded material than what is part of the required curriculum; in that case the additional cost of the materials will depend on the project</i>	
Item Expense	CTE	
\$14.00	College and Career Awareness "CCA" (class supplies, equipment, basic project materials)	
\$10.00/Semester	Agriculture, Child Development, Gateway, Project Lead the Way "PLTW" (class supplies, equipment, basic project materials)	
\$20.00/Semester	Clothing/Sewing, Communications, Construction, FACS, Foods & Nutrition, Manufacturing, Trans Tech (class supplies, equipment, basic project materials)	
\$4.00	Safety Glasses (can be purchased outside of school)	
up to \$25.00	Food Handlers Permit (fee set by vendor)	Courses offering Food Handlers Permit Test that is not part of state curriculum - fee is non-waivable
Item Expense	JUNIOR HIGH SCHOOLS - CTE STUDENT LEADERSHIP ASSOCIATIONS	
	CTSOs - DECA, ED RISING, FACS, FBLA, FCCLA, FFA, HOA, SKILLS USA, TSA (VEX ROBOTICS)	
up to \$100.00	CTSO Leadership Training (workshop supplies, staffing)	
up to \$50.00	CTSO Membership (set by organization)	
up to \$1500.00	CTSO National Competitions (registration, lodging, food, travel)	First place qualifiers only
up to \$300.00	CTSO Regional/State Competition (registration, lodging, food, travel)	
up to \$25.00	CTSO Summer Camps (supplies, staffing)	
	<i>***Travel expenses may be fully or partially paid for by grants and/or fundraising</i>	

Item Expense	WEBER ONLINE SCHOOL COURSE FEES (Grades 7-8)	OFFICE USE ONLY
	COURSES - General	
up to \$20.00	ART I, ART II (student materials, instruction supplies)	32100, 32101
	<i>*Students may choose to make a more advanced project, use upgraded material or purchase visual art supplies above and beyond what is supplied for the regular curriculum; in that case the additional cost of the materials will depend on the project or supplies. Student will then be responsible for these voluntary fees. - non waivable</i>	
up to \$20.00	FACS A, FACS B (class supplies, equipment, basic project materials)	43362, 43364
up to \$8.00	INT SCI 7, SCIENCE (student materials, instruction supplies)	72410, 72340
up to \$15.00	MEDIA ARTS, THEATRE I (student materials, instruction supplies)	32110, 32115
up to \$5.00	PHYSICAL EDUCATION (student materials, instruction supplies)	73100, 73105

Item Expense	WEBER ONLINE SCHOOL COURSE FEES (Grades 9-12)	OFFICE USE ONLY
	COURSES - General	
up to \$25.00	AP Lab (lab and modeling materials, tools, project materials, safety, storage)	
up to \$85.00	AP Course Workbooks/Study Guide	if applicable
up to \$96.00	AP Test Per Individual Test (price set by vendor)	non waivable
up to \$40.00	AP Late Test Fee (charge set by vendor if student registers for test after November 15)	non waivable
up to \$10.00	AG BIOLOGY, AG COMMUNICATIONS (CTE) (class supplies, equipment, basic project materials)	72317, 84050
up to \$12.00	BIOLOGY, CHEMISTRY, PHYSICS (student materials, instruction supplies)	72215, 72230, 72530
up to \$10.00	CHILD DEVELOPMENT (CTE) (class supplies, equipment, basic project materials)	43100
up to \$10.00	DIGITAL PHOTOGRAPHY (CTE) (class supplies, equipment, basic project materials)	84005
up to \$8.00	EARTH SYSTEMS (student materials, instruction supplies)	72150
up to \$10.00	FIT FOR LIFE, PE ILA YOGA, PE INDIVIDUALIZED LIFETIME ACTIVITIES (equipment, equipment maintenance)	73210, 73218, 73219
up to \$20.00	FOODS I, NUTRITION 1020 (CTE) (class supplies, equipment, basic project materials)	43210, 43311
up to \$30.00	HS ART FOUNDATIONS 1, HS ART FOUNDATIONS 2 (portfolio production, tools, materials, safety, storage, cleaning)	32217, 32219
	<i>*Students may choose to make a more advanced project, use upgraded material or purchase visual art supplies above and beyond what is supplied for the regular curriculum; in that case the additional cost of the materials will depend on the project or supplies. Student will then be responsible for these voluntary fees. - non waivable</i>	
up to \$20.00	INTERIOR DESIGN (CTE) (class supplies, equipment, basic project materials)	43250
up to \$10.00	MEDICAL ANATOMY & PHYSIOLOGY (CTE) (class supplies, equipment, basic project materials)	47380
up to \$20.00	SMALL ENGINES (CTE) (class supplies, equipment, basic project materials)	84250

EXTRACURRICULAR PRODUCTIONS (theatrical productions not part of the <u>students</u> class schedule)			
Item Expense		FUNDING SOURCES	
		Out-of-pocket	Fundraising
up to \$40.00	Pre-Production Cost (sheet music, script rental, choreography , copyright, printing, performance royalties, costume dry-cleaning) - per production		
up to \$45.00	Production Cost (prop creation and/or rental, costume creation and/or rental, scenic creation and/or rental) - per production		
up to \$50.00	Spirit Clothing (program gear) - per production		
up to \$25.00	Class/Group Banquet (meals)		
up to \$155.00	Total Fee		

OUT OF STATE TUITION			
Yearly Fee	SPEND PLAN: Fee is used for teacher salary and benefit costs, building maintenance, educational supplies, etc.		
\$8,114.54	NON-RESIDENT TUITIION		
			non-waivable

JUNIOR HIGH SCHOOL EXTRACURRICULAR FEES		FUNDING SOURCES	
Item Expense	BASEBALL, BASKETBALL, SOFTBALL, TRACK & FIELD, VOLLEYBALL - all fees waivable	Out-of-pocket	Fundraising
\$65.00	Participation Fee (game uniforms (if purchased on a rotation basis), salaries, officials)	\$65.00	
\$50.00	Additional Fee (equipment, safety equipment, storage items, work out rentals, staffing, recognitions, team pictures)	\$50.00	
up to \$25.00	Physical (physician)	100%	
\$10.00	Transportation (bussing)	\$10.00	
up to \$75.00	Spirit Packs (team gear, practice uniforms)		
up to \$10.00	Intramurals (camp gear, teaching materials, staffing)		
up to \$25.00	Pre-Season <u>On</u> Campus Clinic - Skills Camp (camp gear, teaching materials, staffing)		
up to \$25.00	Pre-game Activities (team building activities, meals)		
up to \$25.00	Team Banquet (meals)		
up to \$310.00	Total Fee		
Item Expense	CHEER - all fees waivable	Out-of-pocket	Fundraising
\$65.00	Participation Fee (judge fees, salaries)	\$65.00	
\$50.00	Additional Fee (equipment, safety equipment, storage items, work out rentals, choreography, staffing, team spirit supplies, music, recognitions, team pictures)	\$50.00	
up to \$25.00	Physical (physician)	100%	
up to \$450.00	Uniform (selected performance attire)		
\$10.00	Transportation (bussing)	\$10.00	
up to \$400.00	Spirit Packs (team gear, practice uniforms)		
up to \$25.00	On Campus Pre-Season Open Gym/Clinics (camp gear, entry fees, staffing)		
up to \$350.00	On Campus Camp - guest coach(s) (camp gear, staffing, food, activities, trainings)		50%
	-OR- (Cheer team is allowed a choice of an <u>On Campus</u> Camp OR Off Campus Camp, but not both)		
up to \$350.00	Off Campus Camps (camp gear, entry fees, staffing)		50%
up to \$25.00	Pre-game Activities (team building activities, meals)		
up to \$25.00	Team Banquet (meals)		
up to \$1425.00	Total Fee		
Item Expense	FOOTBALL - all fees waivable	Out-of-pocket	Fundraising
\$65.00	Participation Fee (game uniforms (if purchased on a rotation basis), salaries, officials)	\$65.00	
\$50.00	Additional Fee (equipment, safety equipment, storage items, work out rentals, staffing, (HUDL), recognitions, team pictures)	\$50.00	
up to \$25.00	Physical (physician)	100%	
\$10.00	Transportation (bussing)	\$10.00	
up to \$75.00	Spirit Packs (team gear, practice uniforms)		
\$50.00	Helmet Safety (reconditioning, certification)		
up to \$10.00	Intramurals (camp gear, teaching materials, staffing)		
up to \$25.00	Pre-Season <u>On</u> Campus Clinic - Skills Camp (camp gear, teaching materials, staffing)		
up to \$25.00	Pre-game Activities (team building activities, meals)		
up to \$25.00	Team Banquet (meals)		
up to \$360.00	Total Fee		

Item Expense	NAL - all fees waivable	FUNDING SOURCES	
		Out-of-pocket	Fundraising
\$85.00	Participation Fee (game uniforms (if purchased on a rotation basis), salaries, officials)	\$85.00	
\$25.00	Additional Fee (equipment, safety equipment, storage items, work out rentals, staffing, recognitions, team pictures)	\$25.00	
\$10.00	Transportation (bussing)	\$10.00	
up to \$75.00	Spirit Packs (team gear, practice uniforms)		
up to \$10.00	Intramurals (camp gear, teaching materials, staffing)		
up to \$25.00	Pre-Season On Campus Clinic - Skills Camp (camp gear, teaching materials, staffing)		
up to \$25.00	Pre-game Activities (team building activities, meals)		
up to \$25.00	Team Banquet (meals)		
up to \$260.00	Total Fee		

FEES SCHEDULE HIGH SCHOOLS

2022-2023

Approved 3/02/2022

GENERAL INFORMATION
<ol style="list-style-type: none"> All fees listed are the maximum amount charged per student for each class or school-sponsored activity. Actual amount charged may be less. The amount specified for uniforms, travel, and clinics in both junior and senior high school is the total which may be spent whether from student contributions, fundraising activities, school subsidy, or donation. Any payment for student participation in a class, program, or activity is a fee and is subject to the fee waiver requirement. For information on fee waivers and other details, contact your school administrator. All students are responsible to pay for any loss, breakage, or damage they cause to school property. Loss, breakage, or damage is not subject to the waiver requirement. These costs are defined as a "fine". Official transcript may be withheld if breakage or damage costs are not paid in accordance with the Utah Code Ann. §53G-8-212. Donations are permissible in both elementary and secondary schools, but all such requests are voluntary. A student may not be excluded from an activity or program because they did not donate. All requests for overnight/out of state travel must be approved and comply with all requirements outlined in the District Student Travel Policy (4600). The max aggregate amount for fees related to High School courses, activities and other miscellaneous fees per student is \$3500.00 (Per student, per year) The max aggregate amount for UHSAA related fees per student is \$3500.00 (Per student, per year) <p>Definitions:</p> <p>Curricular Activity - an activity, course, or program that is: intended to deliver instruction; provided, sponsored, or supported by school; conducted only during school hours.</p> <p>Co-Curricular Activity - an activity, course, or program that is: an extension of a curricular activity; included in an instructional plan and supervised or conducted by a teacher or education professional; conducted outside of regular school hours; provided, sponsored or supported by school; includes a required regular school day activity, course, or program.</p> <p>Extracurricular Activity - an activity, a course, or program that is: not directly related to delivering instruction; not a curricular activity or co-curricular activity; is provided, sponsored, or supported by the school.</p> <p>For additional information see District Policy 4200</p>

DEFINITION
Spend Plan – An explanation of how the district uses the collected fees, including fundraising monies. Spend plans will be noted at the beginning of each section or parenthetically after the fee name/type.

Item Expense	HIGH SCHOOLS & WEBER ONLINE TUITION - REQUIRED
\$35.00	INSTRUCTIONAL SUPPLIES (consumable or non-reusable supply that is necessary for a student to use as part of an activity or program)
\$35.00	Total Fee
Item Expense	CHARTER, ONLINE, PRIVATE, HOME SCHOOL STUDENTS - REQUIRED
	CO-CURRICULAR ("Co-curricular" has been liberally construed to include any class (with or without an activity outside of school hours) offered by the District that is not offered by the charter, online, or private school a student attends . R277-407)
\$17.50	* INSTRUCTIONAL SUPPLIES (consumable or non-reusable supply that is necessary for a student to use as part of an activity or program)
\$17.50	Total Fee - plus activity specific fees for each activity

Item Expense	ADULT BASIC EDUCATION (ABE) & ENGLISH LANGUAGE LEARNER (ELL) - TUITION - NOT TO BE WAIVED
\$75.00	REGISTRATION (supports curriculum, salaries, classroom rental, technology)
\$20.00	RE-ENROLLMENT - After 90 days inactive (basic testing of Adult Education Placement)

Item Expense	POST HIGH SCHOOL
up to \$90.00	Life Program - Community Activity <i>*Community based learning opportunities are activities outside the classroom, with well defined objectives intended to allow students to practice skills learned in the classroom related to functional and daily living skills in real life situations (dollar more, budgeting, accessing and planning public transportation, grocery shopping, communication, etc.) to increase generalization of skills and learning.</i>

Item Expense	HIGH SCHOOLS - GENERAL		
up to \$45.00	ACT PREP/CLASS FEES (administrative cost, materials per class, staffing)		
\$5.00	ADMISSIONS TO: (fee is per event and covers administrative costs, decorations, food, vendors cost, advertising, supplies) * ATHLETIC EVENTS (Free w/Student Activity card to home games. When this policy conflicts with region or UHSAA policy, the region policy or UHSAA policy supersedes)		
up to \$15.00	* PLAY/S/MUSICAL S/CONCERTS/PERFORMANCES		
\$15.00	ATTENDANCE MAKE-UP FEE (support staffing compensation) per 0.25 credit		\$90 maximum per student
\$30.00	CALCULATOR RENTAL (maintenance, purchase of new calculators)		
\$25.00	CHROMEBOOK REPAIR ASSIST (set by vendor, per year)		non-waivable
\$10.00	CLASS CHANGE (out of contract hour stipends, personnel making changes, student related items and request may involve more than one class activities provided by school counseling department)		non-administrative - per request,
up to \$75.00	CLUB MEMBERSHIP DUES - CURRICULUM RELATED (supplies, activities, inductions, uniform/clothing/gear, exams, competition fee(s), vendor costs, membership fees, national dues) *Upon school principal approval, clubs may fundraise-a spending plan must be submitted		non CTSO; club must be pre-approved by school Principal
\$35.00	CREDIT RECOVERY (materials, staffing, licensing)		per 0.25 credit
up to \$20.00	DANCES - FORMAL (decorations, food, vendor costs, printing, per ticket and/or per event)		per dance
up to \$10.00	DANCES - STOMPS (decorations, food, vendor costs, printing)		per stomp
\$130.00	DRIVER EDUCATION - THEORY/RANGE/ROAD (instruction, insurance, fuel, staffing, student materials, vehicle maintenance)		classes taught at BHS, FHS, RHS, TRHS, WHS
\$35.00	DRIVER EDUCATION - ONLINE THEORY (support coordinator of online theory)		
\$100.00	DRIVER EDUCATION - RANGE/ROAD (instruction, insurance, fuel, staffing, range & vehicle maintenance)		Students who completed WSD Online Drivers Ed Course
up to \$50.00	FIELD TRIP - ELECTIVE/INCENTIVE ACTIVITY (admission, supplies, transportation)		per activity
up to \$100.00	GRADUATION - CAP AND GOWN (cost of renting items, based on bid process)		
up to \$10.00	GRADUATION - TASSEL, CORD(S) (based on vendor cost)		per item
\$500.00-\$1500.00	INTERNATIONAL SCIENCE AND ENGINEERING FAIR (ISEF) (entry fee, travel, lodging, food)		
up to \$8.00	LITERARY MAGAZINE (printing cost)		
\$5.00	LOCKER COMBINATION CHANGE (maintenance of lockers)		
up to \$3.00	NEWSPAPER/PUBLICATIONS (printing)		
\$1.00	OFFICIAL TRANSCRIPT (printing)		additional copies
4% + .40¢	ONLINE PAYMENT TRANSACTION FEE (cover fees set by vendor)		
\$5.00	OPEN ENROLLMENT APPLICATION FEE (processing of application)		
\$35.00	ORIGINAL CREDIT (materials, staffing, licensing)		additional courses above the 8 courses offered at school per 0.25 credit
\$10.00	PARKING PERMIT (printing permit) *Parking tickets are fines, not fees; including cost of boot removal		
\$40.00	PM SCHOOL (instruction, access of chromebook, supplies, staffing)		per quarter
\$5.00	REPLACEMENT ID'S (printing)		
\$4.00	SAFETY GLASSES (can be purchased outside of school)		
\$30.00	SEAL OF BILITERACY TEST/APPL TEST (price set by vendor)		
up to \$40.00	SENIOR GRADUATION CELEBRATION (admissions, activity, food)		
up to \$3.00	SPIRIT BUS (transportation)		per trip
\$5.00	STUDENT DIRECTORY/PLANNER/CALENDAR (printing)		
up to \$175.00	SUMMER LEARNING OPPORTUNITIES (Code.org, WSU Prep, extended course offerings)		per course
up to \$35	SUMMER SCHOOL (materials, staffing, licensing)		per course
\$43.00	YEARBOOK (price set by vendor)		

Item Expense	HIGH SCHOOL COURSE FEES		
	COURSES - General		
\$10.00/Semester	Beginning/Intermediate Dance (choreography, music, equipment)		Choreography, Dance
\$20.00/Semester	Drama/Theatre/Choreography/Cinema/Technical Theatre (student materials, instruction supplies)		

up to \$40.00	Life Skills - Community Activity *Community based learning opportunities are activities outside the classroom, with well defined objectives intended to allow students to practice skills learned in the classroom related to functional and daily living skills in real life situations (dollar more, budgeting, accessing and planning public transportation, grocery shopping, communication, etc.) to increase generalization of skills and learning.		
\$30.00/Semester	Visual Arts (portfolio production, tools, materials, safety, storage, cleaning) *Students may choose to make a more advanced project, use upgraded material or purchase visual art supplies above and beyond what is supplied for the regular curriculum; in that case the additional cost of the materials will depend on the project or supplies. Student will then be responsible for these voluntary fees. - non waivable		Including but not limited to: Art, Ceramics, Sculpture, Pottery, Jewelry, Art History, Drawing, Crafts, Painting, Photography
	COURSES - Courses with Additional Fees		
	Advanced Placement - "AP"		
\$25.00	AP Lab (lab and modeling materials, tools, project materials, safety, storage)		
up to \$65.00	AP Course Workbooks/ Study Guide		if applicable
\$98.00	AP Test Per Individual Test (price set by vendor)		non waivable
\$40.00	AP Late Test Fee (charge set by vendor if student registers for test after November 15)		non waivable

Item Expense	Choir	FUNDING SOURCES	
		Out-of-pocket	Fundraising
\$15.00/Semester	Course Fee (event production cost, sheet music, copyright, adjudication charges, printing)	\$15/\$30	
\$15.00	Transportation (bussing)		
up to \$160.00	Uniform (selected group performance apparel, purchase or rental, determined by vendor)		
up to \$50.00	Spirit Clothing (program gear)		
up to \$250.00	Camps/Clinics (camp gear, entry fees, staffing)		
up to \$200.00	State Honor Performance (entry fee, hotel, bussing, adjudication) - UHSAA sanctioned		
up to \$50.00	Pre-Performance Activities (team building activities, meals)		
up to \$25.00	Class/Group Banquet (meals, recognitions)		
up to \$1220.00	Travel - Out of State (Transportation, meals, lodging)		25%
	<i>*Travel cost per student may not exceed \$1220.00 per trip. All requests for overnight/out of state travel must be approved and comply with all requirements outlined in the District Student Travel Policy (4600). Travel costs may be partially or fully funded through group fundraising activities.</i> <i>*Activities beyond 350 miles (one way) will be limited to one such travel <u>experience</u> every other year per participating group. Policy 4600</i>		
up to \$2000.00	Total Fee - (or up to \$780 for non-travel year)		
Item Expense	Dance Company	FUNDING SOURCES	
		Out-of-pocket	Fundraising
\$25.00	Course Fee (choreography, guest professionals, music royalties, master classes, judges/adjudication, props)	\$25.00	
\$15.00	Transportation (bussing)		
up to \$100.00	Uniform (selected performance attire)		
up to \$80.00	Spirit Clothing (program gear)		
\$200.00	Additional Fees (master classes, judges/adjudication, props, copyright, group pictures)	\$200.00	
up to \$250.00	Camps/Clinics/Competition (camp gear, entry fees, staffing, hotel)		
up to \$25.00	Class/Group Banquet (meals)		
up to \$695.00	Total Fee		
	Debate - (UHSAA Competitive class held during school day - See fee listing under UHSAA Activities Schedule)		
Item Expense	Brass/Woodwinds/Percussion/Band & Instrumental Music (Piano, Guitar, etc.) Non-Competitive Marching Band, Color Guard, Drum Line	FUNDING SOURCES	
		Out-of-pocket	Fundraising
\$20.00/Semester	Course Fee (event production cost, sheet music, copyright, adjudication charges, printing, reeds, mallets, sticks, percussion items, method book, oil/grease, strings, shoulder pad, cleaning cloth, rosin, rock stop, padlocks)	\$20/\$40	
up to \$85.00	Instrument Rental (for instruments on hand at school)		
up to \$30.00	Summer Instrument Rental (for instruments on hand at school)		
variable	Outsourced Instrument Rental (for instruments not at school, price set by vendor)		
up to \$35.00	Percussion Maintenance (upkeep of percussion equipment)		
\$15.00	Transportation (bussing)		
up to \$160.00	Uniform (selected group performance apparel, purchase or rental)		
up to \$50.00	Spirit Clothing (program gear)		
up to \$250.00	Camps/Clinics (camp gear, entry fees, staffing)		
up to \$200.00	State Honor Performance (entry fee, hotel, bussing, adjudication) - UHSAA sanctioned		
up to \$25.00	Class/Group Banquet (meals)		
up to \$1220.00	Travel - Out of State (Transportation, meals, lodging)		25%
	<i>*Travel cost per student may not exceed \$1220.00 per trip. All requests for overnight/out of state travel must be approved and comply with all requirements outlined in the District Student Travel Policy (4600). Travel costs may be partially or fully funded through group fundraising activities.</i> <i>*Activities beyond 350 miles (one way) will be limited to one such travel <u>experience</u> every other year per participating group. Policy 4600</i>		
up to \$2110.00	Total Fee - (or up to \$890 for non-travel year)		

Item Expense	Orchestra	FUNDING SOURCES	
		Out-of-pocket	Fundraising
\$20.00/Semester	Course Fee (event production cost, sheet music, copyright, adjudication charges, printing, reeds, mallets, sticks, percussion items, method book, oil/grease, strings, shoulder pad, cleaning cloth, rosin, rock stop, padlocks)	\$20/\$40	
up to \$85.00	Instrument Rental (for instruments on hand at school)		
up to \$30.00	Summer Instrument Rental (for instruments on hand at school)		
variable	Outsourced Instrument Rental (for instruments not at school, price set by vendor)		
up to \$35.00	Percussion Maintenance (upkeep of percussion equipment)		
\$15.00	Transportation (bussing)		
up to \$180.00	Uniform (selected group performance apparel, purchase or rental)		
up to \$50.00	Spirit Clothing (program gear)		
up to \$250.00	Camps/Clinics (camp gear, entry fees, staffing)		
up to \$200.00	State Honor Performance (entry fee, hotel, bussing, adjudication) - UHSAA sanctioned		
up to \$25.00	Class/Group Banquet (meals)		
up to \$1220.00	Travel - Out of State (Transportation, meals, lodging) <i>*Travel cost per student may not exceed \$1220.00 per trip. All requests for overnight/out of state travel must be approved and comply with all requirements outlined in the District Student Travel Policy (4600). Travel costs may be partially or fully funded through group fundraising activities.</i> <i>*Activities beyond 350 miles (one way) will be limited to one such travel experience every other year per participating group. Policy 4600</i>		25%
up to \$2110.00	Total Fee - (or up to \$890 for non-travel year)		
	Drum Line - (UHSAA Competitive class held during school day - See fee listing under UHSAA Activities Schedule)		
	Marching Band - (UHSAA Competitive class held during school day - See fee listing under UHSAA Activities Schedule)		
	Color Guard - (UHSAA Competitive class held during school day - See fee listing under UHSAA Activities Schedule)		
	Latinos in Action		
up to \$50.00	Spirit Clothing (program gear)		
\$15.00	Transportation (bussing)		
up to \$65.00	Total Fee		
	Physical Education/Conditioning/Weightlifting/Aerobics/Yoga (any course with PE credit)		
\$10.00/Semester	Course Fee (equipment, equipment maintenance, padlocks)		per semester
up to \$25.00	Bowling Unit (cost of lane and shoe rental)		per semester
up to \$20.00	PE Uniform (cost of clothing, if required by school/teacher)		
	Science		
\$12.00	Science Lab (lab and modeling materials, tools, lab notebook production, safety, storage, cleaning)		Geology, Physics, Genetic, Biology, Chemistry, Astronomy
up to \$40.00	Science Fair (display production, materials, experiment supplies)		

up to \$50.00	Spirit Clothing (program gear)		
up to \$250.00	Camps/Retreat/Conferences (camp gear, entry fees, staffing)		
up to \$25.00	Class/Group/Induction Banquet (meals)		
up to \$240.00	Uniform (sweater)		
up to \$580.00	Total Fee		
Item Expense	Theatre Production Companies (produce theatrical productions as part of the school day curriculum, class during student schedule)	FUNDING SOURCES	
		Out-of-pocket	Fundraising
\$25.00/Semester	Course Fee (pre-production cost, sheet music, script rental, choreography, copyright, printing, performance royalties, costume dry-cleaning) - per production	\$25/\$50	
\$45.00	Production Cost (prop creation and/or rental, costume creation and/or rental, scenic creation and/or rental) - per production	\$45.00	
\$15.00	Transportation (bussing)		
up to \$250.00	Conferences and Competitions (entry fee, hotel, bussing, adjudication)		
up to \$50.00	Spirit Clothing (program gear) - per production		
up to \$25.00	Class/Group Banquet (meals)		
up to \$1220.00	Travel - Out of State (Transportation, meals, lodging) <i>*Travel cost per student may not exceed \$1220.00 per trip. All requests for overnight/out of state travel must be approved and comply with all requirements outlined in the District Student Travel Policy (4600). Travel costs may be partially or fully funded through group fundraising activities.</i> <i>*Activities beyond 350 miles (one way) will be limited to one such travel experience every other year per participating group. Policy 4600</i>		25%
up to \$1655.00	Total Fee - (or up to \$435 for non-travel year)		
	World Languages		
up to \$40.00	District Language Immersion Day (activities, clothing/gear, food)		
up to \$30.00	State Competition Fee (entry fee, food)		
up to \$250.00	Camps/Retreat (camp gear, entry fees, staffing)		
up to \$320.00	Total Fee		

CAREER AND TECHNICAL EDUCATION ("CTE")		
variable	CTE Optional Project(s) - includes all CTE courses (project materials) <i>*Students may choose to make a more advanced project or use upgraded material than what is part of the required curriculum; in that case the additional cost of the materials will depend on the project</i>	Optional & non-waivable
Item Expense	CTE - Expense is per Semester	
\$10.00/Semester	Agriculture, Aquaculture, Animal Science, Basic Auto, CAD, Case Studies, Child Development, CNA, Commercial Photography, Digital Media, EMR, Environmental Science, Equine Science, Exercise Science, Fashion Design, Fashion Merchandise, Fire Science, Floriculture, Greenhouse, Health Science, MAP, Medical Terminology, Medical Forensics, Natural Resource Science, Plant & Soil, Photo/Commercial Art, Project Lead the Way "PLTW", Vet Assisting (class supplies, equipment, basic project materials)	
\$20.00/Semester	Advanced Auto, Baking & Pastry, Cabinet Making, Child Education, Clothing/Sewing, Commercial Art, Communications, Construction, Foods & Nutrition I & II, Furniture, Interior Design, Leadership, Machining, Pro Start, Sports & Outdoor Design, 3D Printing, Welding, Woodworking (class supplies, equipment, basic project materials)	
\$4.00	Safety Glasses (can be purchased outside of school)	
up to \$25.00	Food Handlers Permit (fee set by vendor) Required for Pro Start and Baking & Pastry Courses	Courses offering Food Handlers Permit Test that is not part of state curriculum - fee is non-waivable
up to \$50.00	CPR Certification Red Cross Fee (cost set by vendor) Required for EMR Course	Courses offering CPR Certification Test that is not part of state curriculum - fee is non-waivable
\$10.00	Breathing Mask (resuscitation supplies for CPR instruction)	
variable	Vaccinations - Flu and COVID Vaccinations may be required for CNA Course (cost set by provider if not insured)	
\$90.00	Skills Test Certification (cost set by testing agency) Required for CNA Course	non-waivable
up to \$30.00	Uniform (scrubs, purchased on own) Required for CNA Course	

Item Expense	HIGH SCHOOLS - CTE STUDENT LEADERSHIP ASSOCIATIONS CTSOs - DECA, ED RISING, FACS, FBLA, FCCLA, FFA, HOSA, SKILLS USA, TSA (VEX ROBOTICS)
up to \$100.00	CTSO Leadership Training (workshop supplies, staffing)
up to \$50.00	CTSO Membership (set by organization)
up to \$1500.00	CTSO National Competitions (registration, lodging, food, travel) First place qualifiers only
up to \$300.00	CTSO Regional/State Competition (registration, lodging, food, travel)
up to \$25.00	CTSO Summer Camps (supplies, staffing)
	***Travel expenses may be fully or partially paid for by grants and/or fundraising

Item Expense	WEBER ONLINE SCHOOL COURSE FEES (Grades 9-12)	OFFICE USE ONLY
	COURSES - General	
up to \$25.00	AP Lab (lab and modeling materials, tools, project materials, safety, storage)	
up to \$65.00	AP Course Workbooks/Study Guide	if applicable
up to \$98.00	AP Test Per Individual Test (price set by vendor)	non-waivable
up to \$40.00	AP Late Test Fee (charge set by vendor if student registers for test after November 15)	non-waivable
up to \$10.00	AG BIOLOGY, AG COMMUNICATIONS (CTE) (class supplies, equipment, basic project materials)	72317, 84050
up to \$12.00	BIOLOGY, CHEMISTRY, PHYSICS (student materials, instruction supplies)	72215, 72230, 72530
up to \$10.00	CHILD DEVELOPMENT (CTE) (class supplies, equipment, basic project materials)	43100
up to \$10.00	DIGITAL PHOTOGRAPHY (CTE) (class supplies, equipment, basic project materials)	84006
up to \$8.00	EARTH SYSTEMS (student materials, instruction supplies)	72150
up to \$10.00	FIT FOR LIFE, PE ILA YOGA, PE INDIVIDUALIZED LIFETIME ACTIVITIES (equipment, equipment maintenance)	73210, 73218, 73219
up to \$20.00	FOODS I, NUTRITION 1020 (CTE) (class supplies, equipment, basic project materials)	43210, 43311
up to \$30.00	HS ART FOUNDATIONS 1, HS ART FOUNDATIONS 2 (portfolio production, tools, materials, safety, storage, cleaning)	32217, 32219
	<i>*Students may choose to make a more advanced project, use upgraded material or purchase visual art supplies above and beyond what is supplied for the regular curriculum; in that case the additional cost of the materials will depend on the project or supplies. Student will then be responsible for these voluntary fees. - non-waivable</i>	
up to \$20.00	INTERIOR DESIGN (CTE) (class supplies, equipment, basic project materials)	43250
up to \$10.00	MEDICAL ANATOMY & PHYSIOLOGY (CTE) (class supplies, equipment, basic project materials)	47380
up to \$20.00	SMALL ENGINES (CTE) (class supplies, equipment, basic project materials)	84250

Item Expense	CONCURRENT ENROLLMENT & TECHNICAL COLLEGES
	There may be fees associated to Concurrent Enrollment course (s) taken. Concurrent Enrollment Gen Ed or Elective Credit - Fee(s) will be determined by institution and paid through them.

EXTRACURRICULAR PRODUCTIONS (theatrical productions not part of the students class schedule)		
Item Expense		FUNDING SOURCES
		Out-of-pocket Fundraising
up to \$55.00	Pre-Production Cost (sheet music, script rental, choreography, copyright, printing, performance royalties, costume dry-cleaning) - per production	
up to \$45.00	Production Cost (prop creation and/or rental, costume creation and/or rental, scenic creation and/or rental) - per production	
up to \$50.00	Spirit Clothing (program gear) - per production	
up to \$25.00	Class/Group Banquet (meals) - per production	
up to \$160.00	Total Fee	

OUT OF STATE TUITION		
Yearly Fee \$8,114.54	SPEND PLAN: Fee is used for teacher salary and benefit costs, building maintenance, educational supplies, etc. NON-RESIDENT TUITION	non-waivable

HIGH SCHOOL UHSAA ACTIVITIES FEES		FUNDING SOURCES	
Item Expense	BASEBALL, BASKETBALL, LACROSSE, SOCCER, SOFTBALL, SWIMMING, TENNIS - all fees waivable	Out-of-pocket	Fundraising
\$85.00	Participation Fee (game uniforms (if purchased on a rotation basis), salaries, officials)	\$85.00	
\$100.00	Additional Fee (equipment, safety equipment, storage items, work out rentals, staffing, recognitions, team pictures)	\$100.00	
up to \$25.00	Physical (physician)	100%	
\$15.00	Transportation (bussing)	\$15.00	
up to \$200.00	Spirit Packs (team gear, practice uniforms)		
up to \$25.00	Open Gym - On or Off Campus (facility rental, gear, staffing, equipment)		
up to \$25.00	Off Season Open Gym (facility rental, gear, staffing, equipment)		
up to \$100.00	In Season Camps/Clinics/Tournaments (camp gear, entry fees, staffing)		
up to \$400.00	Off Season Camps/Clinics/Tournaments (camp gear, entry fees, staffing, transportation)		25%
up to \$50.00	Pre-game Activities (team building activities, meals)		
up to \$25.00	Team Banquet (meals)		
up to \$860.00	Total Fee		
Item Expense	CHEER - all fees waivable	Out-of-pocket	Fundraising
\$85.00	Participation Fee (tournaments, competition entry fees, membership dues, judge fees, salaries)	\$85.00	
\$250.00	Additional Fee (equipment, safety equipment, storage items, work out rentals, tumbling, staffing, team spirit supplies, recognitions, team pictures, music)	\$250.00	
\$15.00	Transportation (bussing)	\$15.00	
up to \$25.00	Physical (physician)	100%	
up to \$450.00	Uniform (selected performance attire) (one uniform up to \$450, two uniforms max)		
up to \$150.00	Choreography (salaries, staffing, facility rental)		
up to \$200.00	Competition Entry Fee (competition entry fees, judges)		
up to \$800.00	Spirit Packs (team gear, practice uniforms)		
up to \$25.00	Open Gym - On or Off Campus (facility rental, gear, staffing, equipment)		
up to \$500.00	Off Camps/Clinics/Tournaments (camp gear, entry fees, staffing)		25%
up to \$ 75.00	Pre-game Activities (team building activities, meals)		
up to \$25.00	Team Banquet (meals)		
up to \$1220.00	Travel - Out of State (transportation, meals, lodging)		25%
	<i>*Travel cost per student may not exceed \$1220.00 per trip. All requests for overnight/out of state travel must be approved and comply with all requirements outlined in the District Student Travel Policy (4600). Travel costs may be partially or fully funded through group fundraising activities.</i> <i>*Activities beyond 350 miles (one way) will be limited to one such travel experience every other year per participating group. Policy 4600</i>		
up to \$3240.00	Total Fee - (or up to \$2020 - non-travel year)		

Item Expense	CROSS COUNTRY - all fees waivable	FUNDING SOURCES	
		Out-of-pocket	Fundraising
\$85.00	Participation Fee (game uniforms (if purchased on a rotation basis), salaries, officials)	\$85.00	
\$50.00	Additional Fee (equipment, safety equipment, storage items, work out rentals, staffing, recognitions, team pictures)	\$50.00	
up to \$25.00	Physical (physician)	100%	
\$15.00	Transportation (bussing)	\$15.00	
up to \$200.00	Spirit Packs (team gear, practice uniforms)		
up to \$25.00	Open Practice - On or Off Campus (facility rental, gear, staffing, equipment)		
up to \$25.00	Off Season Open Practice (facility rental, gear, staffing, equipment)		
up to \$100.00	In Season Camps/Clinics/Tournaments (camp gear, entry fees, staffing)		
up to \$400.00	Off Season Camps/Clinics/Tournaments (camp gear, entry fees, staffing, transportation)		25%
up to \$50.00	Pre-game Activities (team building activities, meals)		
up to \$25.00	Team Banquet (meals)		
up to \$810.00	Total Fee		

Item Expense	DEBATE - all fees waivable	FUNDING SOURCES	
		Out-of-pocket	Fundraising
\$85.00	Participation Fee (student materials, advisor fees, judging)	\$85.00	
\$50.00	Additional Fee (staffing, recognitions, team pictures)	\$50.00	
\$15.00	Transportation (bussing)	100%	
up to \$50.00	Uniform (selected team apparel)		
up to \$75.00	Competition/Tournament Fee (price set by vendor)		
\$20.00	Membership (price set by vendor)		
up to \$50.00	Spirit Packs (program gear)		
up to \$50.00	Pre-game Activities (team building activities, meals)		
up to \$25.00	Open Practice - On or Off Campus (facility rental, gear, staffing, equipment)		
up to \$25.00	Off Season Open Practice (facility rental, gear, staffing, equipment)		
up to \$100.00	In Season Camps/Clinics/Tournaments (camp gear, entry fees, staffing)		
up to \$400.00	Off Season Camps/Clinics/Tournaments (camp gear, entry fees, staffing, transportation)		25%
up to \$25.00	Team Banquet (meals)		
up to \$1500.00	Travel - Out of State (transportation, meals, lodging)		25%
	*Travel cost per student may not exceed \$1500.00 per trip. All requests for overnight/out of state travel must be approved and comply with all requirements outlined in the District Student Travel Policy (4600). Travel costs may be partially or fully funded through group fundraising activities.		
up to \$2280.00	Total Fee - (or up to \$780 - non-travel year)		

Item Expense	DRILL - all fees waivable	FUNDING SOURCES	
		Out-of-pocket	Fundraising
\$85.00	Participation Fee (salaries)	\$85.00	
\$250.00	Additional Fee (equipment, makeup, safety equipment, storage items, work out rentals, staffing, recognitions, team pictures, music)	\$250.00	
up to \$25.00	Physical (physician)	100%	
\$15.00	Transportation (bussing)	\$15.00	
up to \$200.00	Competition/Invitational Entry Fee (competition entry fees, judges)		
up to \$200.00	School Rental of Costumes/Performing Supplies (items property of the school)		
	*UHSAA Policy - The costumes/performing supplies budget must include the following: character props, rental transportation, costumes, accessories, music fees (i.e. Mixing, CDs, and Thumb Drives), choreography fees, and any costs incurred for state competition routines.		
up to \$800.00	Spirit Packs (team gear, practice uniforms)		
up to \$35.00	Open Gym/Clinics - On or Off Campus (facility rental, gear, staffing, equipment)		
up to \$500.00	Camps/Clinics - guest coach on or off campus (camp gear, food, activities, trainings, staffing)		25%
up to \$50.00	Pre-game Activities (team building activities, meals)		
up to \$25.00	Team Banquet (meals)		
up to \$1220.00	Travel - Out of State (transportation, meals, lodging)		25%
	*Travel cost per student may not exceed \$1220.00 per trip. All requests for overnight/out of state travel must be approved and comply with all requirements outlined in the District Student Travel Policy (4600). Travel costs may be partially or fully funded through group fundraising activities.		
	*Activities beyond 350 miles (one way) will be limited to one such travel experience every other year per participating group. Policy 4600		

up to \$3030.00	Total Fee - (or up to \$1810 - non-travel year)		
Item Expense	FOOTBALL - all fees waivable	FUNDING SOURCES	
		Out-of-pocket	Fundraising
\$85.00	Participation Fee (game uniforms (if purchased on a rotation basis), salaries, officials)	\$85.00	
\$100.00	Additional Fee (equipment, safety equipment, storage items, work out rentals, video for games, staffing, (HUDL), recognitions, team pictures)	\$100.00	
up to \$25.00	Physical (physician)	100%	
\$15.00	Transportation (bussing)	\$15.00	
\$50.00	Helmet Safety (reconditioning, certification)		
up to \$200.00	Spirit Packs (team gear, practice uniforms)		
up to \$25.00	Open Practice - On or Off Campus (facility rental, gear, staffing, equipment)		

up to \$25.00	Off Season Open Practice (facility rental, gear, staffing, equipment)		
up to \$100.00	In Season Camps/Clinics/Tournaments (camp gear, entry fees, staffing)		
up to \$400.00	Off Season Camps/Clinics/Tournaments (camp gear, entry fees, staffing, transportation)		25%
up to \$50.00	Pre-game Activities (team building activities, meals)		
up to \$25.00	Team Banquet (meals)		

up to \$910.00	Total Fee		
Item Expense	GOLF - all fees waivable	FUNDING SOURCES	
		Out-of-pocket	Fundraising
\$85.00	Participation Fee (game uniforms (if purchased on a rotation basis), salaries, officials)	\$85.00	
\$120.00	Additional Fee (equipment, safety equipment, storage items, work out rentals, course fee, staffing, recognitions, team pictures)	\$120.00	
up to \$25.00	Physical (physician)	100%	
\$15.00	Transportation (bussing)	\$15.00	
up to \$200.00	Spirit Packs (team gear, practice uniforms)		
up to \$25.00	Open Practice - On or Off Campus (facility rental, gear, staffing, equipment)		
up to \$25.00	Off Season Open Practice (facility rental, gear, staffing, equipment)		
up to \$100.00	In Season Camps/Clinics/Tournaments (camp gear, entry fees, staffing)		
up to \$400.00	Off Season Camps/Clinics/Tournaments (camp gear, entry fees, staffing, transportation)		25%
up to \$50.00	Pre-game Activities (team building activities, meals)		
up to \$25.00	Team Banquet (meals)		
up to \$880.00	Total Fee		

Item Expense	MARCHING BAND/COLOR GUARD/DRUM LINE (Competitive) - all fees waivable	FUNDING SOURCES	
		Out-of-pocket	Fundraising
\$85.00	Participation Fee (game uniforms, practice/warm up uniforms, salaries)	\$85.00	
up to \$85.00	Instrument Rental (for instruments on hand at school)		
variable	Outsourced Instrument Rental (for instruments not at school, price set by vendor)		
up to \$35.00	Percussion Maintenance (upkeep of percussion equipment)		
up to \$30.00	Summer Instrument Rental (for instruments on hand at school)		
\$15.00	Transportation (bussing)	\$15.00	
\$100.00	Additional Fee (equipment, safety equipment, storage items, work out rentals, staffing)	\$100.00	
up to \$160.00	Uniform (selected performance attire)		
up to \$200.00	State Honor Performance (entry fee, hotel, bussing, adjudication) - UHSAA sanctioned		
up to \$150.00	Spirit Packs (team gear)		
up to \$25.00	Open Practice - On or Off Campus (facility rental, gear, staffing, equipment)		
up to \$25.00	Off Season Open Practice (facility rental, gear, staffing, equipment)		
up to \$100.00	In Season Camps/Clinics/Tournaments (camp gear, entry fees, staffing)		
up to \$400.00	Off Season Camps/Clinics/Tournaments (camp gear, entry fees, staffing, transportation)		25%
up to \$50.00	Pre-game Activities (team building activities, meals)		
up to \$25.00	Class/Group Banquet (meals)		
up to \$1220.00	Travel - Out of State (transportation, meals, lodging)		25%
<i>*Travel cost per student may not exceed \$1220.00 per trip. All requests for overnight/out of state travel must be approved and comply with all requirements outlined in the District Student Travel Policy (4600). Travel costs may be partially or fully funded through group fundraising activities.</i> <i>*Activities beyond 350 miles (one way) will be limited to one such travel experience every other year per participating group. Policy 4600</i>			
up to \$2485.00	Total Fee - (or up to \$1205 - non-travel year)		

Item Expense		FUNDING SOURCES	
		Out-of-pocket	Fundraising
	TRACK & FIELD - all fees waivable		
\$85.00	Participation Fee (game uniforms (if purchased on a rotation basis), salaries, officials)	\$85.00	
\$75.00	Additional Fee (equipment, safety equipment, storage items, work out rentals, staffing, recognitions, team pictures)	\$75.00	
up to \$25.00	Physical (physician)	100%	
\$15.00	Transportation (bussing)	\$15.00	
up to \$200.00	Spirit Packs (team gear, practice uniforms)		
up to \$25.00	Open Practice - On or Off Campus (facility rental, gear, staffing, equipment)		
up to \$25.00	Off Season Open Practice (facility rental, gear, staffing, equipment)		
up to \$100.00	In Season Camps/Clinics/Tournaments (camp gear, entry fees, staffing)		
up to \$400.00	Off Season Camps/Clinics/Tournaments (camp gear, entry fees, staffing, transportation)		25%
up to \$50.00	Pre-game Activities (team building activities, meals)		
up to \$25.00	Team Banquet (meals)		
up to \$835.00	Total Fee		
	VOLLEYBALL, WRESTLING - all fees waivable		
\$85.00	Participation Fee (game uniforms (if purchased on a rotation basis), salaries, officials)	\$85.00	
\$100.00	Additional Fee (equipment, safety equipment, storage items, work out rentals, staffing, recognitions, team pictures)	\$100.00	
up to \$25.00	Physical (physician)	100%	
\$15.00	Transportation (bussing)	\$15.00	
up to \$200.00	Spirit Packs (team gear, practice uniforms)		
up to \$25.00	Open Gym - On or Off Campus (facility rental, gear, staffing, equipment)		
up to \$25.00	Off Season Open Gym (facility rental, gear, staffing, equipment)		
up to \$100.00	In Season Camps/Clinics/Tournaments (camp gear, entry fees, staffing)		
up to \$400.00	Off Season Camps/Clinics/Tournaments (camp gear, entry fees, staffing, transportation)		25%
up to \$50.00	Pre-game Activities (team building activities, meals)		
up to \$25.00	Team Banquet (meals)		
up to \$860.00	Total Fee		

4211 CLASS CHANGE FEE (7-12)

A ten dollar (\$10.00) fee for grades 7-12 will be automatically charge for a student initiated schedule change. No fee will be charged for school initiated changes. A building level administrator will review any student fee appeal and indicate the decision of “charge” or “no charge” on the change form

School initiated changes include those needed to correct computer errors, class overloads, special needs for make-up credit, work study, CO-OP, and other student activity or curriculum needs.

Student initiated schedule change forms will require signatures of student, teachers, parent and counselors.

The decision for class schedule changes will be reviewed by the student with the counselor or advisor. A carefully planned registration with counseling help and schedule plans appropriately related to individual Student Education Plans (SEP's) should help to keep changes at a minimum.

Monies for class changes will be receipted by the school. Counselors will not handle these monies. The funds will be retained by the individual school and will be used for guidance related expenditures. These expenditures will be approved by the principal.

Any special education student changes must follow the IEP process.

Parents of high school students will be notified in writing of this policy.

Approved by the Board 06/2005

4300 RETENTION AND PLACEMENT IN SPECIALIZED CLASS OR PROGRAM

I. PURPOSE AND PHILOSOPHY

The purpose of this policy is to set forth procedures for responding to a parent to request a retention of their student in kindergarten through grade eight (K8), or request a specialized class, program, or advanced course. With regard to retention, the general philosophy of the District is to encourage and assist each student to advance year to year with their cohorts in order to maximize normal social and emotional development. Research which has shown that retention is usually not the optimum solution. Other options—such as summer school, before school, and after school programs, or extra help during the school day—could provide equivalent extra time in more instructionally effective ways. Without early diagnosis and targeted intervention, struggling students are unlikely to catch up if retained. However the District recognizes there may be instances where promotion or retention of a student does serve that student's best interest and does not impose an undue burden on the District, school, or staff. Also, the District understands and respects a parent's right to reasonable accommodations regarding placement of students, and will work closely with students to make this determination in accordance with the Parental Rights in Education Act (Utah Code §53G-6-803).

II. POLICY

It is the policy of the Weber School District to reasonably accommodate any parent or guardian request to retain a student in kindergarten through grade eight (K-8) based upon the student's academic ability, as well as the student's social, emotional, and physical maturity as determined by the student's parents and school and district personnel. Weber School District will also reasonably accommodate a parent or guardian request to place a student in a specialized class, a specialized program, or an advanced course as long as the request would not create a substantial impact to the school or district.

III. DEFINITIONS

- A. "Reasonably accommodate" means the District's best effort to enable parents to place their child in an appropriate grade, class, or program without substantial impact to staff and resources. When determining a reasonable accommodation, the District will seek to balance the following:
 - 1. parental rights;
 - 2. educational needs of other students;
 - 3. academic and behavioral impacts to a classroom;
 - 4. a teacher's workload; and
 - 5. the assurance of the safe and efficient operation of a school.

- B. "Substantial impact" means altering an employee's working conditions, compromising the safety and supervision of students on school premises and at school activities, and allocating excessive expenditures in an inefficient manner.
- C. "Parent" means parent or legal guardian.

IV. PROCEDURE FOR REQUESTING RETENTION

- A. Requests for retaining a child in K-8 shall be reviewed in accordance with the following process:
 - 1. The parent will submit a request in writing to retain their student in kindergarten through grade 8 on grade level, with an explanation for the reason for the retention.
 - 2. The principal of the school the student is currently enrolled at the time of the request will gather student grades, testing data, behavioral data, attendance, and other relevant records for the student. The principal will then set up a meeting with the parents and a team of individuals identified in paragraph IV.A.3 to discuss:
 - a. the student's records, as described in IV.A.2;
 - b. recommendation from appropriate school and district personnel (e.g., teacher(s), principal, nurse, district psychologist, school counselor, district student services coordinator, etc.;
 - c. any substantial impact that would result from retaining the student;
 - d. parent's interests;
 - e. student's interests; and
 - f. information on the educational impact for other students, academic and behavioral impact to a classroom, a teacher's workload, and the assurance of a safe and efficient operation of the school.
 - 3. Team members shall include the principal (or principals if moving from one school to another), parent/guardian, teacher(s), and school counselor. Team members may also include the student, district psychologist, or district coordinator.
 - 4. A decision regarding whether the request can be reasonably accommodated is made based on the information discussed by the team and ultimately, upon what the team feels is best for the child.
 - 5. If the decision is to deny the request, the district must provide an explanation in writing stating the reason the request cannot be accommodated.
 - 6. If a request is denied, the parent(s) is informed of their right to appeal the decision through a process with the Weber School District Student Services

Department. The appeal must be in writing and delivered to the director of student services within 30 days of the school's decision to deny. The Director of Student Services will set up a Retention Appeals Committee to hear the request. The Retention Appeals Committee will consist of student services coordinators, elementary and secondary education supervisors, and, where appropriate, the special education coordinator.

7. The district Retention Appeals Committee will make the final decision.

B. A student in 9 - 12 grade at the time of the request for retention will not be considered for retention.

C. Requests for promotion will not be considered by the District.

V. REQUEST FOR SPECIAL CLASS, SPECIALIZED PROGRAMS, AND ADVANCEMENT

A. A parent may also request that a student be placed in a specialized class, a specialized program, or an advanced course.

B. Subject to V.E., the school principal will reasonably accommodate such requests as long as the request would not create a substantial impact to the school or district and can be reasonably accommodated.

C. The principal will consider multiple academic data points when determining requests for a special class, program, or advanced course.

D. The principal's determination of whether to place a student in a special class, program, or advanced course is the final determination.

E. Consistent with State Board Rule R277-728, an honors course shall be open and available to any interested student, and a principal will not prohibit enrollment in an honors course based on a student's past performance, experience, or other measures.

Last Revised: April 2023

4310 GRADING AND PARENT NOTIFICATION

The Weber Board of Education supports the concept that grades reflect academic performance and are based upon a fair and equitable measurement of achievement.

At the beginning of each course of study, the teacher should notify the students of current grading practices. It is the responsibility of each individual teacher to notify the student and the parent or guardian of any impending failure or credit loss in sufficient time for corrective action to take place.

Administrators should be knowledgeable of grading procedures in their school and be able to support the process.

4320 HOMEWORK

Homework is an integral part of the teaching learning process when used to meet the needs, interests and abilities of students. It is a useful and meaningful extension of the classroom and provides unlimited opportunities to enhance the students' interest and academic growth.

1. Homework should be a natural outcome of a child's experiences which aid in developing independent study habits.
2. Homework should be designed to help a child gain a mastery of the concepts and skills being taught. It should be used for practice and to reinforce lessons, not as punishment.
3. Homework assignments should consider the individual differences of students such as health, ability, condition at home, and educational resources at home.
4. Homework should be planned to help the student:
 - 4.1 learn to work independently and become self-reliant.
 - 4.2 think, plan, organize and apply.
 - 4.3 develop effective habits and skills.
 - 4.4 increase knowledge and its use.
 - 4.5 develop insights and stimulate creativity.
5. When homework is assigned, teachers should use the suggested time guide for out-of-class study. This guide refers to a total amount of time required of all the students' classes.

<u>Grade</u>	<u>Study Time</u>
K	none
1 - 2	0-20 minutes
3 - 4	20-40 minutes
5 - 6	30-50 minutes
7 - 8	50-80 minutes
9 - 12	1 1/2 - 2 1/2 hours

4330 RELEASE OF STUDENTS DURING SCHOOL HOURS

References

Utah Code Ann. 30-3-10.9

Utah Code Ann. 62A-4a-409

I. PURPOSE AND PHILOSOPHY

Weber School District recognizes its *in loco parentis* responsibility over students who are at school during the school day, and seeks to ensure that when students are under the care and supervision of school personnel, they will not be released to any but a parent or legal guardian, except under certain circumstances. The purpose of this policy is to outline instances when students will be released during the school day to individuals other than the student's parents or legal guardians

II. POLICY

Under certain circumstances and with proper authority, as outlined below, students may be released during school hours to persons other than a custodial parent or legal guardian.

III. DEFINITIONS

A. **"Law Enforcement"** means the local police department or sheriff's department with jurisdiction over the geographic area in which the school is located

B. **"Released"** means removed from a class and/or removed from school property

IV. PROCEDURES

A. Law Enforcement

1. Students may be released from school property to the custody of law enforcement officer:
 - a. upon parent approval; or
 - b. upon a lawful arrest or detention by a law enforcement officer; or
 - c. upon receipt of a proper Utah court order.
2. The principal will document the release from school property of the student to a law enforcement officer.
3. The principal will make every effort to notify the parents or guardian of the student when the school releases a student from school property to a law enforcement officer.

B. Division of Child and Family Services (DCFS)

1. In suspected cases of child abuse/neglect, the Division of Family Services caseworkers, upon presentation of evidence of an ongoing investigation of child abuse or neglect, may interview involved children at school without notification of parents by school personnel.
2. The student should be asked if they would like a school representative, i.e., administrator or counselor, present during the interview.

C. Divorced Parents

1. Consistent with the law, a parent with sole legal and physical custody will make decisions regarding whether one or both parents have access to the child during the school day and the right to authorize release of the child from school (i.e, check the child out of school).
2. If parents share physical custody (regardless of whether one parent has the child the majority of the time), both parents will have access to the child during school and the right to authorize release of the child from school (i.e, check the child out of school.)

D. Non-Custodial Adults

1. A student may be released to a non-custodial adult when the parent or guardian provides verbal or written consent.
2. The person releasing the student must document the verbal consent in the district's student information system.

E. Releasing Students Without Parents

1. At the end of the school day, a student may travel to and from school, including walking, running, or bicycling, without a parent or guardian, regardless of the student's age.
2. An Elementary or Jr. High aged student being released during the school day may only be released under the circumstances described above.
3. A High School student may be released to leave school without a parent or guardian only with a written note from the parent or guardian.

Approved by Board 1/6/2021

4340 MARRIED OR PREGNANT STUDENT POLICY

The Weber School District Board of Education will aid married and/or pregnant students in the continuation of their education within the limits of reasonable safeguards both for the school and the young people.

The following options are available to married and/or pregnant students:

1. Married students and/or pregnant girls may attend the Young Mothers Program, which will include regular academic work, vocational training, maternal training, parenting, and other relevant subjects.
2. Married students have the option of transferring into the Adult High School Program. Transfer will be handled by a regular student referral through the Student Services Department.
3. Married students have the option, of participating in the regular school program.

Any unique or special problem will be handled on an individual basis according to the Board of Education and administrative policies via referral to Student Services.

4350 DISTRIBUTION OF MATERIALS TO STUDENTS

Principals Decide

All materials must be approved by the appropriate school administrator, and the principal has the final pre-appeal authority in all decisions regarding distribution of materials.

Educational Benefit is the Standard

Educational benefit to students, based on District curriculum goals, is the criteria for authorizing materials.

Direct Distribution to Students

In deciding whether to authorize school personnel to distribute materials directly to students, the primary question is whether the materials provide educational benefit to the student, based on the District's curriculum goals. The following materials are or may be appropriate for teachers to distribute:

1. Weber School District Information
2. Government Entity Information
3. P.T.A. Information
4. Educational Incentives as selected by **individual schools** (coupons, school-sponsored fund raisers, etc.)

Community Distribution Area

Schools may choose to make a Community Distribution Area available if they follow these guidelines:

1. All materials should enhance the school's primary function which is the education of students.
2. Because of the focus on educating students, materials are unacceptable if they:
 - 2.1 Defame or promote hostility or hate.
 - 2.2 Are inappropriate because of age, grade level or maturity of audience.
 - 2.3 Are poorly written, inadequately researched, biased, or inaccurate.
 - 2.4 Slur a person's race, ethnicity, gender or religion.
 - 2.5 Violate law, school rules, policies or rights of others.
 - 2.6 Disrupt the educational process.
3. The distributing organization is responsible for delivering multiple copies of materials to the school.
4. The following Disclaimer must be posted at the distribution area: ***"These materials are not sponsored or endorsed by Weber School District or the school."***

Appeal

A person dissatisfied with this policy or its implementation may appeal in writing to the Assistant Superintendent.

Approved by the Board 06/14/2005

4360 STUDENT GIFTS TO STAFF MEMBERS

Students, parents and other patrons of the district shall be discouraged from the presentation of gifts to district teachers.

The provision herein shall not be interpreted as intended to discourage acts of generosity of unusual situations.

Approved by the Board 08/09/2001

4370 GRADUATION REQUIREMENTS

References:

Utah Code 53A-2-211

Utah Code 53A-11-102

Utah Code 53A-13-108.5

Utah State Board of Education Administrative Rule R277-462

Utah State Board of Education Administrative Rule R277-700

Utah State Board of Education Administrative Rule R277-705

Utah State Board of Education Administrative Rule R277-730

I. **Philosophy and Purpose.**

The Board of Education of Weber School District seeks to ensure all students have the opportunity to progress academically toward graduation. The purpose of this policy is to specify standards and credit requirements for graduation from Weber School District.

II. **Policy**

In order to graduate from a Weber School District high school, each student must successfully complete the graduation requirements. Current requirements for the State of Utah and Weber School District are updated and posted on the Weber School District website under the Student Services Departments.

III. **Definitions**

- A. **Comparable Courses**—a course a student may take to replace a grade in a course previously taken, as part of the course grade forgiveness provision of this Policy. The course must be similar in standards, workload and rigor, and must meet all other requirements of this Policy.
- B. **Essential Elements**—specific statements and skills linked to grade-level expectations identified in college-and-career readiness standards", each with a respective learning map with linkage levels that identify based skills within the standard to set an appropriate challenge for students with significant cognitive disabilities, no matter their ability level
- C. **Individual Education Plan (IEP)**—an individualized student plan for achieving appropriately ambitious goals for students receiving special education services under the Individuals with Disabilities in Education Act (IDEA).
- D. **Plan for College and Career Readiness**— a four-year plan towards graduating and preparing for college and/or a career, to which a student's course registration and class schedule throughout high school, should conform.

IV. General

A. Required Courses, Elective Courses, and Career Goal.

1. Specific required classes and additional elective credits are required for graduation.
2. Each student should make plans and take courses leading toward an educational and/or career goal to assure that entrance requirements for any post-secondary programs will be met.
3. Graduation requirements may be modified for individual students to achieve an appropriate route to student success when such modifications:
 - (a) are consistent with an **IEP** or **Plan for College and Career Readiness** or both;
 - (b) are maintained in the student's file and include the school principal and parent/guardian signatures; and
 - (c) maintain the integrity and rigor expected for high school graduation, as determined by the Utah State Board of Education.

B. Unit of Credit.

1. A unit of credit or portion thereof shall be given upon satisfactory completion of a course or learning experience in compliance with State course standards.
2. Students who fail classes are able to make up credit through any accredited provider.

C. Residency Requirement.

1. Weber School District shall award a diploma to a student moving in from outside of the District who attends school during the semester immediately preceding graduation and who also meets the District graduation requirements.
2. A principal may not require that a student attend school for more than one semester prior to graduation.
3. The school principal has final decision-making authority regarding graduation requirements within the guidelines of this policy.

D. Plan for College and Career Readiness.

Educators collaborate with individual students and their parents to form a plan of action which serves the needs and goals of the student through the instructional process in accordance with WSD Policy 4700. The Plan for College and Career Readiness is essential as a planning process which guides students through their education and ensures that their education goals are achieved, culminating in graduation.

E. Course Standards

1. The State Board of Education establishes minimum course description standards and objectives for each required course. Course descriptions for required and elective courses are developed cooperatively by local school districts and the Utah State Board of Education.
2. The description shall contain mastery criteria for the course and shall stress mastery of the criteria rather than completion of predetermined time allotments for subjects.
3. Implementation and assessment procedures are the responsibility of local school districts.

V. **Credit Options.**

Credit may be granted in the Weber School District from among the following:

A. Courses

1. Approved course offered by the District (including summer and early morning or afterschool classes).
2. Approved course offered by an accredited institution.
3. College courses (not remedial) from fully accredited institutions as follows:
 - (a) 4 University semester credits = 1.33 high school credits
 - (b) 3 University semester credits = 1 high school credit
 - (c) 2 University semester credits = .67 high school credit
 - (d) 1 University semester credit = .33 high school credit
4. Ogden-Weber Technical College credit:
 - (a) 30 hours of progression at Ogden-Weber Technical College = .25 high school elective credit.
 - (b) "Pass" or "No Credit" grades issued by Ogden-Weber Technical College
 - (c) letter grades issued only when an Ogden-Weber Technical College pathway of courses has been completed
5. Approved high school or college level online or correspondence courses.
6. Other approved special programs.

B. Demonstrated proficiency by way of a district approved test/assessment developed by the state, district, or school.

C. Successful completion or demonstrated proficiency in an experimental program approved by the District in cooperation with school administration.

D. Successful completion of a predetermined course or experience developed by an IEP or 504 team to meet an identified need.

E. Home school credit will be evaluated and may be approved by the school principal if an Affidavit for Home School Instruction is provided.

F. The school principal has final decision-making authority for the awarding of credit from non-accredited sources consistent with state law.

VI. **Course Grade Forgiveness**

A. General information

1. A student in 9th, 10th, 11th, or 12th, grade who desires to improve a course grade received by the student may:
 - (a) repeat the course one or more times; or
 - (b) enroll in and complete a **comparable course**
2. A grade for an additional credit of a recurring course does not change a student's original course grade.

3. A student may not earn graduation credit for a replacement course if the student has already earned graduation credit for the original grade.
4. Only courses taken from a Utah public education institution are eligible for course grade forgiveness.
5. Concurrent Enrollment courses are college courses and high school students may not repeat a college course through CE. The course can only be repeated after applying to an institution and paying tuition.
6. Rules governing athletic scholarships, Regent's scholarships and other scholarships are not governed by Weber School District. Students should work with their counselor to determine any possible impact of retaking a course or a comparable course for a course grade forgiveness.

B. Comparable courses

1. Comparable courses must fill the same graduation course requirements as the original course, but need not be taught in the same format or for the same number of hours.
2. School-based paper packet and other credit recovery options cannot be used to improve a course grade.
3. The principal of the school, in consultation with the District Director of Curriculum, shall determine if a course is comparable based on standards, commensurate workload, comparable rigor, and if competency in the subject matter can be demonstrated.

C. Procedure

1. A student seeking to replace a course grade with one from a comparable course must, prior to repeating the course or enrolling in a comparable course, first complete and submit the Course Grade Forgiveness/Replacement Form & Contract to the student's counselor.
 - (a) If a student is repeating the same course, the counselor will sign the form and forward it to the school principal for signature.
 - (b) If a student requests enrollment in a different but comparable course,
 - (i) The counselor will review the form and forward it to the principal, who, in consultation with the Director of Curriculum, will determine if the course is comparable and approved for grade replacement.
 - (ii) The principal will return the form to the counselor with the principal's decision.
 - (iii) The counselor will communicate the decision to the student, and if approved, enroll the student in the approved course.
2. Upon completion of the comparable course:
 - (a) the student will provide his/her counselor all necessary documentation required to add a course to or improve a grade on the student's current transcript within thirty days of completing the course.
 - (b) The counselor will submit the information to the principal, who will then approve the adjustment of the student's transcript and return the form to the counselor.
 - (c) If approved, the registrar will adjust the transcript as follows:

- (i) The transcript will be adjusted to reflect the student's highest grade and exclude the lower grade, as necessary, and adjust the student's grade point average accordingly.
- (ii) If a student retakes a "comparable course" that has a different course title or course number but counts for the same graduation credit, the comparable course, title and/or course number will be added to the transcript in the reporting period in which the course was taken, and the school and entity from which the course was taken.
- (iii) The transcript shall exclude from the student's permanent record the course or comparable course that is not the highest grade.
- (d) The student's transcript may not indicate the course or comparable course for which the student did not receive the highest grade on the student's record.

VII. Transfer Credits

Schools within Weber School District will accept:

- A. Credits and grades awarded to a student by a school accredited or approved by the Utah State Board of Education without alterations.
- B. Credits and grades awarded to a student by a school recognized by the Northwest Accreditation Commission as issued by the school without alterations.

VIII. Graduation Requirements

A. High School Diploma.

- 1. A school Diploma may be awarded to a student who has:
 - (a) been enrolled in and attended the awarding school for at least the final semester of their senior year;
 - (b) completed the academic requirements established by the Utah State Board of Education (State Board) in Utah Administrative Code R277-700;
 - (c) completed the additional academic credit requirements as determined by Weber School District Board of Education and enumerated in the Course Requirements and Criteria for Graduation in this policy; and
 - (d) met the attendance credit requirements.
- 2. A student must complete all requirements prior to September 15 (or on the final business day preceding this date) immediately following his/her cohort's graduation.
- 3. A student scheduled to earn a school Diploma after his/her cohort's graduation shall not be allowed to participate in his/her home high school graduation ceremonies.

B. Alternative High School Diploma. An alternative high school diploma may be awarded to a student who has:

- 1. Completed the academic requirements established by the State Board in Utah Administrative Code R277-700, and
- 2. A student must complete all requirements prior to September 15 (or on the final business day preceding this date) immediately following his/her cohort's graduation.

C. Weber School District Diploma.

1. A Weber School District Diploma may be awarded to a student who has:
 - (a) been enrolled, at least one term prior to graduation, and attended his/her boundary high school;
 - (b) completed a performance contract, approved by the school's administrative team AND satisfy requirements in the contract as determined by the school administrative team; ad
 - (c) completed the academic requirements established by the State Board in Utah Administrative Code R277-700.
2. A student earning a Weber School District Diploma shall not be allowed to participate in his/her home high school graduation ceremonies.
3. A student must complete all requirements prior to September 15 (or on the final business day preceding this date) immediately following his/her cohort's graduation.

D. Alternate High School Diploma for Students with Significant Cognitive Disabilities. An alternate high school diploma may be awarded to a student who has:

1. A significant cognitive disability as defined by R277-705-2(8);
2. Accessed grade-level Core standards through the Essential Elements;
3. Completed all the academic requirements established by the Utah State Board of Education in Utah Administrative Code R277-705-5 or substitutions for graduation in the same content area from a list of alternative courses approved by Utah State Board of Education in R277- 705(1)(b) (these substitutions must be made by the student's IEP team);
4. Met the attendance credit requirements; and
5. Met all graduation requirements prior to exiting school at or before age 22.

E. Career Development Credential. A career development credential may be awarded to a student with an IEP or Section 504 plan who:

1. Meets the requirements of a career focused work experience prior to leaving school; and consistent with:
 - (a) state and federal law; and
 - (b) the student's IEP or Section 504 plan.
2. Prior to receiving a career development credential, a student shall:
 - (a) Earn the following credits in core content:
 - (i) English Language Arts (3.0);
 - (ii) Mathematics (2.0);
 - (iii) Science (1.0); and
 - (iv) Social Studies (1.0);
 - (b) Complete 120 hours of community based work experience, to include:
 - (i) 40 hours of paid employment; or
 - (ii) documentation of completion of intake with a vocal rehabilitation counselor or the Department of Workforce Services;

- (c) Complete an LEA approved transition curriculum class or coursework that includes:
 - (i) Disability awareness;
 - (ii) Accommodations;
 - (iii) Self-advocacy training;
 - (iv) Career exploration; and
 - (v) Workplace soft skills;
- (d) Receive .50 credits in a CTE Work Based Learning internship, including accommodations or modifications as appropriate and allowed by industry standards; and
- (e) Verify concentration in a CTE pathway in the student's area of interest.

Approved by Board 6/9/2021

4371 EARLY GRADUATION

References:

Utah State Board of Education Administrative Rule R277-703

1. Requirements

Early graduation is available to all students interested in graduating prior to the completion of the 12th grade year. Students must complete the following requirements:

- 1.1 A student intending to graduate early must satisfy existing graduation requirements of Weber School District (see policy 4370).
- 1.2 The student, a parent/guardian, administrator, and counselor will develop a Student Education Occupation Plan (SEOP). The SEOP will outline the course work needed to satisfy the early graduation goal.

2. Graduation Ceremony Participation

Students who complete the graduation requirements early may participate in the graduation ceremony of the year in which requirements are completed.

Approved by the Board 05/02/2012

4372 GRADUATION POLICY FOR FOREIGN STUDENTS ON EDUCATIONAL VISAS (J-1 AND F-1 ONLY)

1. Requirements

Weber School District recognizes that a student's graduation is a culmination of years of planning and successful completion of state and district graduation requirements. Participation in the awarding of the diploma ceremony should be reserved for students who have met those requirements.

The intent of the foreign exchange program for J-1 students is to provide a cultural and educational experience in an American high school. The following standards are only for J-1 and F-1 students, as designated by U.S. Immigration. Until an authorized school counselor has assessed the English translation of the student's transcripts and materials for graduation eligibility, J-1 and F-1 students from foreign countries should have no expectation of graduation from district high schools. Sponsoring programs, host families and other individuals may not advertise graduation from high school as an expectation for foreign exchange and F-1 students.

2. Graduation Ceremony Participation

The following are district standards to be implemented by each high school concerning participation in graduation ceremonies and the receipt of high school diplomas, including foreign students on J-1 and F-1 visas in the Weber County School District.

- 2.1 All graduating students must complete state and district graduation requirements. These requirements must be met during the student's ninth through twelfth grades or years in school, excluding Kindergarten.
- 2.2 Any student not meeting state and district graduation requirements may participate in graduation ceremonies only at the school's discretion which could include receiving a certificate of completion.
- 2.3 Foreign students on J-1 and F-1 visas, who have previously graduated from high school, will not be eligible to receive a high school diploma from Weber School District.
- 2.4 Foreign students on J-1 and F-1 visas, who enroll in district high schools, shall be given copies of graduation standards during the enrollment process and shall be given any necessary information or explanation needed to assist them in understanding the graduation requirements.
- 2.5 Foreign students on J-1 and F-1 visas desiring to graduate must submit the required English translation and evaluation of transcripts and materials to the appropriate school counselor on or before the first day of the second academic quarter.

- 2.6 Agency and school district policies require foreign students on J-1 and F-1 visas to provide transcripts or materials in English. Foreign students on J-1 and F-1 visas desiring to graduate must bear the responsibility and cost for any translation and evaluation of transcripts and materials. Transcripts must include course titles, course descriptions, grades and credit issued, course length or duration, date credits were issued, grade levels completed and credit equivalences. The Utah State Office of Education staff may act as a resource to district personnel in monitoring the adequacy of evaluations. The high school is responsible for evaluating the adequacy of the translation of the student's transcript or materials and the final assessment of the student's graduation requirement status.
- 2.7 Foreign students on J-1 and F-1 educational visas who meet district and state graduation requirements will be eligible for graduation and related ceremonies as are all other eligible students. It is the intent of these guidelines to provide a fair, consistent, and uniform procedure for dealing with all district students.

Approved by the Board 05/21/1997

4400 STUDENT RECORDS

References:

Privacy Act, Section 438, Sub-section (b) (1), parts A & B, page 97, as amended in 1976.
Chapter 34, part 99, sub part B and D of the Code of Federal Regulations

An accurate up-to-date Weber School District cumulative record shall be kept for each child enrolled in school. This individual record shall contain pertinent facts about the child related to grading, testing, attendance, health records, etc. The records of the school concerning an individual student shall be used for the promotion of the welfare of the student.

When a student moves within Weber School District, the cumulative record and all other pertinent information will be transferred to the receiving school within the district. As students move from the district, the elementary and junior high schools are to forward only the cumulative records to the Student Services Office. The Utah State Health record (pink card) should accompany the student. All other information should be retained with the school as they see fit. High schools are to file cumulative records in the record vault.

If a student enrolls, or seeks to enroll, in another school outside of the Weber District, copies of the student's educational records will be transferred without delay to the new school upon request of the new school or the student's parent identifying the new school.

"A school district in which a student enrolls may request student records from a school the student last attended without a parent signature of approval". See "Privacy Act", Section 438, Sub-section (b) (1), parts A & B, page 97, as amended in 1976.

1. Confidentiality

- 1.1 Written consent of the parent of a student or the eligible student, (18, married or graduated) shall be obtained before disclosing personally identifiable information from the educational records of a student. This includes, but is not limited to, biographical, behavioral, psycho-social, educational information, whether recorded on the cumulative record or maintained on other forms.
- 1.2 Privacy of information should be continually guarded by professional educators whether written or spoken.
- 1.3 An "Access to Records" form will be completed and retained by the school/district office when any records are released to parents, students or agencies.

2. Records may be released without consent in the following cases:

- 2.1 To officials of another school or school system in which the student seeks or intends to transfer or to school employees within the local district who have legitimate educational interests.

- 2.2 To the parent of a student who is not 18, married or graduated, or to the student, himself/herself, if 18, married or graduated. If the parent or eligible student is not known by school personnel, appropriate identification should be required.
- 2.3 To appropriate parties in connection with an emergency, if knowledge of the information is necessary to protect the health and safety of the student or other individuals.
- 2.4 To the State Superintendent of Public Instruction or his designated representative, so long as the intended use of data from the records is consistent with the Superintendent's statutory power and responsibility.
- 2.5 In connection with financial aid for which a student has applied or which a student has received.
- 2.6 To comply with a judicial order or lawfully issued subpoena, the local Weber District school principal should make a reasonable effort to notify the parent of the student or the eligible student of the order or subpoena explaining our responsibility to comply unless said court order or subpoena directs otherwise.
- 2.7 When data for outside research purposes are released in such a form that no individual student is identifiable. All such studies are to be approved by the Superintendent or his designee.
- 2.8 Under no circumstances will confidential information compiled by outside agencies be released to anyone other than Weber School District personnel working directly with such agencies; conversely, lists of names and address of children may not be given to any person or agency, except those authorized by the Superintendent or his designee.
- 2.9 Releasing the group data for grades, individual schools, total district or other educational groups within the district shall be based on a reasonable assurance that the following criteria has been met:
 - 2.9 A. the release of such data will not result in any individual or personal characteristics being identified.
 - 2.9 B. any special costs incurred in the compilation of the data will be borne by the recipient.
- 2.10 Privacy right of parents and students will be protected in accordance with Chapter 34, part 99, sub part B and D of the Code of Federal Regulations.

NOTE: The records of the school concerning an individual pupil shall be used for the promotion of the welfare of the pupil, and shall not be made available to any outside person or agency unless it is reasonably clear that such person or agency will use the records to the advantage of the child or his family in the interest of justice. No teacher

shall ever give information from a child's record to anyone outside the school staff, except the child's parents, unless they first obtain the permission of the principal. Other school officials may give information from the records only to the child, his parents, the authorized representatives of the child and his parents, police officers, or other public officials, prospective employers, representatives of recognized social agencies, or other persons approved by the child's parents.

In the course of processing a request for information, a reasonable doubt on any aspect of the request or concern about the authorization to process the request should be deemed sufficient reason for the records manager to withhold all or part of the information until such time as the question is resolved.

Approved by the Board 03/05/2003

4405 DISSEMINATION OF INFORMATION ABOUT JUVENILE OFFENDERS

References:

Utah Law (78-3a-113)

As prescribed in Utah Law (78-3a-113) the juvenile court and law enforcement agencies will notify the school superintendent of the district when a minor has been adjudicated or taken into custody or detention for a violent felony. Within three working days of receiving the notification, the superintendent has designated the Student Services Department to do the following:

1. Send the principal a copy of the notification letter from Juvenile Court or the law enforcement agency.
2. Send the principal the “Notification of Student Taken into Custody/Detention or Adjudicated of a Violent Felony Disclosure Form.”

Upon receipt of the information, the principal shall:

1. Share information about the offender and the victim with staff members who need to know for the safety of students and staff.
2. Complete the “Notification of Student Taken into Custody/Detention or Adjudicated of a Violent Felony Disclosure Form.”
3. Keep this information in a secure file available only to those with a need to know. This file should be separate from the student’s permanent file.

Approved by the Board 10/05/2005

4410 RELEASE OF SCHOOL DIRECTORIES TO THE PUBLIC

School directories shall not be released to the public for commercial purposes.

Under no circumstances will directory information compiled by outside agencies be released to anyone other than Weber School District personnel.

Lists of names and addresses of children may not be given to any person or agency, except as authorized by the Superintendent or his designee.

4420 UTAH GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT (GRAMA)

References:

Utah Government Records Access and Management Act (GRAMA)

Utah Code Title 63, Chapter 2

Utah Code 63-2-203, 204

1. Public Records

It is the policy of Weber District to comply with all state and federal laws regarding its records. The District will comply with the provisions of the Utah Government Records Access and Management Act (GRAMA) (Utah Code Title 63, Chapter 2) regarding the classification, designation, access, denials, segregation, appeals, management, retention and amendment of its records. As allowed by GRAMA the District adopts this policy to set forth certain fees and procedures to be followed by the District. If any item is not covered in this policy, then the provisions of GRAMA as currently enacted shall control.

2. Inspection, Copying and Fees

There is no charge for viewing or inspecting public records. A school district employee shall make all requested copies for the individual for a fee of 10 cents per copy. An hourly fee based upon the employee's pay scale (in accordance with section 63-2-203) shall also be charged if a school district employee is required to research the school district's records for more than thirty minutes in order to locate documents for a person or if it is necessary for a school district employee to place the records back in proper order after a person has been examining the records. A deposit of \$25.00 shall be required for requests for date or copying which will apparently take more than three hours of an employee's time. Requests for district employee assistance shall be subject to the employee's normal work schedule.

Under no circumstances shall school district records be allowed to be taken from the district's schools or offices where such records are stored. The school district employee who is locating documents for a person shall make every effort to insure that no documents are lost, destroyed or taken from the school district's offices by the person inspecting the public records. In this regard, all briefcases, purses, bags, sacks or other personal items belonging to the person shall be checked with a district employee and left outside of the room where the documents are being examined or copied.

3. Procedures for Requesting Records

The Business Administrator is hereby designated as the Records Officer for the District. The Business Administrator may delegate some or all of the duties of the Records Officer.

Requests for records must be submitted in writing to the Weber School District Offices at 5320 Adams Avenue Parkway, Ogden, Utah 84405, with all information required by GRAMA to the attention of the following individuals for the type of record requested.

Student Records	Director of Student Services
Personnel Records	Director of Human Resources
All Other Records	Business Administrator

Nothing in this policy shall prevent a District employee from responding to an informal request for records provided the requestor is entitled to the information. However, no employee is required to respond to such informal requests and may direct a requestor to submit any request as described above.

Any questions regarding access to records should be referred to the Business Administrator or the person designated by the Business Administrator.

4. Response Times

The District hereby determines that its resources are insufficient to comply with the response times set forth in GRAMA (63-2-204). The District will respond to all written requests within 15 business days by:

- 4.1 Approving the request and providing the record;
- 4.2 Denying the request;
- 4.3 Notifying the requestor that the District does not maintain the record and informing the requestor, if known, of the entity that maintains the record; or
- 4.4 Notifying the requestor that the District cannot approve or deny the request because of one of the extraordinary circumstances listed in GRAMA in which case the District shall follow the procedures for such extraordinary circumstances.

5. Appeals

Any person aggrieved by the school district's access determination under this policy, including a person not a party to the school district's proceeding, may appeal the determination within 30 days to the Superintendent by filing a notice of appeal.

- 5.1 The notice of appeal shall contain the following information:
 - the petitioner's name, mailing address, and daytime telephone number; and
 - the relief sought.
- 5.2 The petitioner may file a short statement of facts, reasons and legal authority in support of appeal.

- 5.3 The Superintendent shall make a determination on appeal within the following period of time:
- within ten business days after the Superintendent's receipt of the notice of appeal; or
 - if the Superintendent fails to make a determination within the time specified in (1) above, the failure shall be considered the equivalent of an order denying the appeal.

The Superintendent may, upon consideration and weighing of the various interests and public policies pertinent to the classification and disclosure or nondisclosure, order the disclosure of information properly classified as private under Section 63-2-302 or protected under Section 63-2-204 if the interests favoring access outweigh the interests favoring restriction of access.

The school district shall send written notice of the determination of the Superintendent to all participants. If the Superintendent affirms the denial in whole or in part, the denial shall include a statement that the requestor has the right to appeal the denial to the Weber School Board (the "Board") within 30 days.

The appealing party shall submit to the Board a written appeal to which the District may respond in writing. As a part time public body, the Board cannot decide the appeal within the timelines set forth in GRAMA but will render its decision within 30 days of receiving the written appeal.

If a party is not satisfied with the Board's decision, it may be submitted to District Court as provided for in GRAMA.

A person aggrieved by the school district's classification or designation determination under this chapter, but who is not requesting access to the records, may appeal that determination using the procedures provided in this section.

6. Retention and Management of District Records

Official records of the Weber School District will be retained according to schedules published and updated by the State of Utah Division of Archives and Records Services unless the District Records Officer, after consulting with the Board, adopts a different schedule for a particular type or classification of record.

Approved by the Board 04/07/2004

4430 STUDENT TESTING PROHIBITION WITHOUT PRIOR WRITTEN CONSENT

References:

Utah Code 53A-13-1301,1302

Title 62A, Chapter 4a, Part 4, Child Abuse or Neglect Reporting Act

The Family Education Rights and Privacy Act (FERPA) as adopted by the State of Utah (53A-13-1301 and 302, Utah Code, 1994, and as amended 1995), provides protection to students, their parents, and their families as to the privacy of individually identifiable information and prohibits certain activities without prior parental or guardian consent. Pursuant to those laws, the Weber School District:

1. prohibits the administration to a student of any psychological or psychiatric examination, test, or treatment, or any survey, analysis, or evaluation without the prior written consent of the student's parent or legal guardian, in which the purpose or evident intended effect is to cause the student to reveal information, whether the information is personally identifiable or not, concerning the student's or any family member's:
 - 1.1 political affiliations or, except as provided under Section 53A-13-101.1 or rules of the State Board of Education, political philosophies;
 - 1.2 mental or psychological problems;
 - 1.3 sexual behavior, orientation, or attitudes;
 - 1.4 illegal, anti-social, self-incriminating or demeaning behavior;
 - 1.5 critical appraisals of individuals with whom the student or family member has close family relationships;
 - 1.6 religious affiliations or beliefs;
 - 1.7 legally recognized privileged and analogous relationship, such as those with lawyers, medical personnel, or ecclesiastical leaders; and
 - 1.8 income, except as required by law.

The prohibitions under Subsection (1.) shall also apply to the curriculum or other school activities unless prior written consent of the student's parent or legal guardian has been obtained.

2. Written parental consent is valid only if a parent or legal guardian has been first given written notice and a reasonable opportunity to obtain written information concerning:

- 2.1 records or information, including information about relationships, that may be examined or requested;
- 2.2 the means by which the records or information shall be examined or reviewed;
- 2.3 the means by which the information is to be obtained;
- 2.4 the purposes for which the records or information are needed;
- 2.5 the entities or persons, regardless of affiliation, who will have access to the personally identifiable information; and
- 2.6 a method by which a parent of a student can grant permission to access or examine the personally identifiable information.

3. Consent and Disclosure:

Except in response to a situation which a school employee reasonably believes to be an emergency or as authorized under Title 62A, Chapter 4a, Part 4, Child Abuse or Neglect Reporting Act, or by order of a court, disclosure to a parent or legal guardian must be given at least two weeks before information protected under this section is sought.

- 3.1 Following disclosure, a parent or guardian may waive the two-week minimum notification period.
- 3.2 Parental authorization shall be valid until the commencement of the subsequent school year or until one of the following occurs:
 - 3.2 A. the child completes or withdraws from the course, activity, or program for which it was granted; or
 - 3.2 B. a written withdrawal of authorization is submitted to the school principal by the authorizing parent or guardian.

A general consent used to approve admission to school or involvement in a special education, remedial education, or regular school activity, does not constitute written consent under this policy.

This section does not limit the ability of a student under Section 53A-13-101.3 to spontaneously express sentiments or opinions otherwise protected against disclosure under this section. If a school employee or agent believes that a situation exists which presents a serious threat to the well-being of a student, that employee or agent shall notify the student's parent or guardian without delay. If, however, the matter has been reported to the Division of Family Services

within the Department of Human Services, it is the responsibility of the division to notify the student's parent or guardian of any possible investigation prior to the student's return home from school.

NOTE: The State/County Division of Family Services may be exempted from the notification requirements described in this Subsection only if it determines that the student would be endangered by notification of his parent or guardian, or if that notification is otherwise prohibited by state or federal law.

Approved by the Board 05/03/1995

4500 EXTRACURRICULAR ACTIVITIES

Extracurricular activities are an integral part of school life and often require as much careful planning and supervision as regular curricular subjects. The Superintendent, with the approval of the Board of Education, shall determine proper procedures of extracurricular activities. These procedures shall conform to the best acceptable standards; the rules and regulations of the Utah High School Activities Association and the Weber School District; and applicable local and state law.

4505 DRUG, ALCOHOL AND TOBACCO TESTING OF STUDENTS PARTICIPATING IN EXTRACURRICULAR ACTIVITIES

References:

Utah Code 34-38-2

UHSAA guidelines

PURPOSE AND OBJECTIVES:

The district finds that an education drug and tobacco awareness and testing program for all students in grades nine (9) through twelve (12) who participate in extracurricular activities at the high school is advisable for the following reasons:

1. Health and safety of the individual and others: Any student participation in an activity under the influence of an illegal drug, alcohol or tobacco products may create a risk of death or serious bodily injury, not only to the student, but to other participants and spectators.
2. Prevention: Students will have an additional reason (i.e., participation in student activity programs) to avoid the use of drugs and tobacco products.
3. Intervention: Identifies individuals participating in activities who have a problem with alcohol or drugs or tobacco products and encourages early intervention.

A school may choose to participate in this program based upon input by administrators, coaches, community councils, and others involved in student activity programs.

DEFINITIONS:

Alcohol: Any beverage as defined under Utah Code 34-38-2.

Non Punitive: Test results will not be disclosed to law enforcement or juvenile authorities without a valid and binding subpoena.

Drug: Any controlled substance as defined in Utah Code 34-38-2, except those possessed and/or used pursuant to a valid prescription.

Tobacco: Tobacco, electronic cigarettes or vapor products

UHSAA: The Utah High School Activities Association.

Extracurricular: All activities sponsored by the UHSAA and school organizations involving adjudication or competition or representation of the school in the community as determined at the school level.

Activity Season: The period beginning on the first day of practice allowed by the UHSAA for any sport and ending the last day of competition for that sport season; for an organization (cheerleading, band, etc.), the time they are enrolled or participating.

1. **CONSENT FORM**

Before any student participates in any UHSAA extracurricular or school program, the student and the student's custodial parent or lawful guardian shall sign and return a written consent form for random drug testing. Students are ineligible to compete/performance until this form has been completed.

2. **RANDOM STUDENT SELECTION**

2.1 Random drug testing will be conducted during the season on a weekly basis or any other frequency determined by the school (not to exceed 6 times a month). If the participant has already been initially tested as a result of his/her participation in a prior activity, he/she will continue to have his/her name in the pool consisting of all students participating in programs at the time of the drawing.

2.2 Selection for testing will be by lottery drawing. Reasonable steps will be taken to assure the integrity, confidentiality and random nature of the Selection process.

3. **PROCEDURE FOR RANDOM DRAWING**

3.1 Each participant will be assigned a number at the beginning of the extracurricular activity season or session.

3.2 These numbers and the identity of the student to whom such a number is assigned will be known only to the school's designees. The numbers will be in a secure place accessible only to authorized personnel.

4. **URINE SAMPLING PROCEDURE**

4.1 On the day the student numbers are drawn for testing, those students selected will be notified and must immediately report to the designated place to produce a urine sample.

4.2 Samples will be collected at an appropriate school site and on the same day the student is selected for testing. If the student is absent on that day, the testing will take place on the next testing day. If a student is unable to produce the urine sample, he/she will remain under supervision until a sample can be provided.

4.3 The student will use a single occupancy bathroom with supervision remaining outside of the bathroom.

5. **PRESCRIPTION MEDICATION**

Students selected for random drug testing may, prior to the test, disclose any prescription medications and supplements they are currently taking. The school's designee has the right to confirm the authenticity of the medications with parents.

6. SCOPE OF TESTS

Amphetamines	Opiates (Oxycontin)
Barbiturates	Marijuana (level 20, 50, and 100)
Benzodiazepines	PCP
Cocaine	Propoxyphene
Alcohol	Creatinine level
Methadone	Tobacco

7. ACCESS TO RESULTS

The testing agency will be authorized to report results only to the school designee(s). Test results shall be destroyed at the end of each year, unless conditions for future participation that were mandated following a positive test have not been met.

8. PROCEDURES FOR A POSITIVE RESULT

If a student tests positive, the parent will be notified. A student or parent may contest the results of the random test and request a second reading. Students will remain under the supervision of the test administrator until the second reading is completed. If a parent cannot be contacted, a second reading will be conducted.

9. CONSEQUENCES OF POSITIVE RESULT

- 9.1 **First Offense:** Suspension for two consecutive weeks from games, meets, matches, competitions or performances at the same level of play (UHSAA guidelines). If a student tests positive at the end of the season, the suspensions will take place at the beginning of the next extracurricular activity session. If a student has violated his/her group's disclosure or constitution, consequences will be enforced according to that document.
- 9.1 A. A student shall be reinstated (unless otherwise stated in a disclosure or constitution) after he/she has successfully completed a drug, alcohol and tobacco screening by a licensed substance abuse intervention or treatment agency (Weber Human Services) and has provided a negative sample at the school. The parent may choose to go to their own provider at their own expense.
- 9.1 B. If the student chooses not to complete the screening and the additional test, he/she will not be allowed to participate for the remainder of that activity season or any future sport or activity until he/she has successfully met the criteria stated in #1.
- 9.2 **Second Offense:** If a second offense should occur during the school year, the student will be suspended for the remainder of that particular activity season. If that student wants to participate in another activity during his/her high school career, he/she must successfully complete a drug, alcohol and tobacco screening through a licensed substance abuse intervention or treatment program where a prescribed follow up (counseling, etc.) is required and provide a negative sample. This assessment and testing will be paid for by the student or parent.

- 9.3 ***Third Offense:*** If a third offense should occur during the school year, the student will be suspended from participation in all extracurricular activities (as previously defined) for the remainder of the school year. In order to participate in any extracurricular activities during his/her school career, the student must successfully complete a drug, alcohol and tobacco screening through a licensed substance abuse intervention or treatment program where a prescribed follow up (counseling, etc.) is required and provide a negative sample. This assessment and testing will be paid for by the student or parent.
- 9.4 ***Refusal to be Tested:*** If a student refuses to be tested, he/she will be treated as if he/she tested positive on a first, second or third offense.
- 9.5 ***Adulterated or Fraudulent Sample:*** If a student provides an adulterated or fraudulent sample, he/she will be treated as if he/she tested positive on a first, second or third offense.

10. **NON PUNITIVE NATURE OF POLICY**

No student shall be penalized academically for testing positive for use of illegal drugs, alcohol or tobacco, nor shall any student be denied the right to participate in or otherwise be denied any benefits, services, or programs of the school, other than participation in the activity programs as outlined above. The results of the drug test pursuant to this policy will not be documented in any student's academic records. Information regarding the results of the drug tests shall be kept confidential among the building principal, designees, any employee with a need to know, the student's parent or legal guardian, and the student. In particular, test results will not be disclosed to law enforcement or juvenile authorities without a valid and binding subpoena or other process issued by a court of competent jurisdiction.

11. **VOLUNTARY TESTING PROGRAM**

Weber School District is committed to helping students who are encountering drug, alcohol or tobacco problems. The district recognizes that a student with a substance abuse problem is not able to work to his/her full potential. To assist in the ultimate goal of drug free schools and drug free students, the district will provide a referral for voluntary drug testing/screening to any student whose parent requests that the testing be done.

Approved by the Board 12/05/2018

4510**OFF-CAMPUS PHYSICAL EDUCATION AND
ATHLETIC COMPETITION ACTIVITIES**

1. Regular physical educational classes will be restricted to the school campus facilities which will include the Roy City Recreation Complex for all cross country, jogging, walking and bicycling activities. This policy is specific to the use of such public thoroughfares (streets, roads and sidewalks, etc.) for the activities and will not preclude physical education classes from walking to nearby facilities for physical education under the direction and supervision of their teacher. Such off-campus activities may include (but not be limited to) bowling when part of the regular physical education program.
2. Athletic programs that include off-campus roadwork as part of the preparation and/or conditioning for competition will follow a four-step procedure:
 - 2.1 Route Selection - The training route or routes will be selected with careful consideration for safety. Problem areas will be identified for participant safety instruction. Athletic directors and coaches will be responsible for mapping out these routes with the school administration approval.
 - 2.2 Parent Notification - A Parent Notification and Consent Form will be sent home notifying parents that an off-campus activity will be part of these training procedures. This will include a description of the activity, the inherent risk involved and a map of the selected training routes.
 - 2.3 Parent Consent - The parents of each student involved will be required to indicate their consent for their student to be involved in the activities and to release the school district from any liability that arises from that participation by signing and returning the Parent Consent and Release Form to the school. These forms will be kept on file at each school.
 - 2.4 Participant Safety Orientation - Participants will be coached on safety before commencing training on the selected routes.
3. Special events in high school, junior high school and elementary schools involving the use of public thoroughfares will be possible if planned for in advance using the above four-step procedure. In the junior high and elementary schools, the appropriate individual planning the event would be responsible for the selection of the route with administrative consultation and approval. Also, the Parent Notification and Consent Form would be specific to the special event being planned.
4. Junior high school athletic teams, whose members jog over to the high school for athletic activities, will need to follow this same four-step procedure at the beginning of each activity season.

4511 NINTH GRADE PARTICIPATION IN HIGH SCHOOL ACTIVITIES

References:

UHSAA Guidelines

Purpose

The junior high school program is designed and in place to give ample opportunities for development of skills and competition among students of the same age and comparable skill level. It is the Board of Education's purpose to have policies and procedures governing participation in junior high school and senior high school athletics that are equitable and protective of the best interests of all students.

The Weber School District Board of Education believes that ninth grade students should participate in athletics at the junior high school level. However, there may be occasions where a ninth grader may desire to participate in a sport at the high school level. In such cases a ninth grader may try out for a high school team. The Board of Education strongly encourages high school coaches and junior high coaches to collaborate together, along with the parents of student athletes, in making this important decision in a young person's development.

Process

1. Ninth grade students, if otherwise eligible as set forth in paragraphs 3 and 4 below, may participate in any Utah High School Activities Association (UHSAA) activity ("Association activities"). If the student is not selected for the high school team, the student may still try out for the junior high school team. In the event a ninth grader is selected for the high school team, he/she may not participate on the junior high school level in that particular sport. Consistent with UHSAA rules, 9th grade students who have participated at the junior high level, are not eligible to participate at the high school level in the same activity in the same school year.
2. A student who is enrolled in a junior high school but participates or tries out for any Association activity at a high school shall be deemed to have attended that high school. If such a student shall enroll in a different high school for the tenth grade, that enrollment shall be considered a transfer and shall be subject to the requirements of the Association's Transfer Rule (Article I Section B, UHSAA).
3. Ninth grade students participating in high school sports may not lose credit in more than one class in the preceding grading period. Ninth grade students participating in high school sports must have obtained a minimum grade point average (G.P.A.) of 2.0 or its equivalent in the term prior to the Association activity and during that activity's full season even if a grading period ends. A student who has failed to meet these minimum academic requirements shall be ineligible for participation in Association activities throughout the next grading period. Deficiencies in the final grading period of the school year may be made up prior to the first term of the succeeding year by any method acceptable to the school district. Failed grades must be made up in the same subject area.

Scholastic regulations apply to any ninth grade student at a junior high school who has established eligibility at UHSAA member high school (UHSAA) as provided in these procedures.

4. Eligibility under this rule is determined when grades are posted. Grades are “posted” when the school registrar enters all grades electronically and are available to students, parents and teachers. In no case may the posting be more than 5 days following the last day of the grading period. Grade changes after that time cannot restore lost eligibility, except for a documented clerical error. These scholastic regulations are the minimum required for participation in Utah High School Activities Association (UHSAA) activities.
5. The ninth grade student athlete’s parent or guardian shall be responsible for providing transportation for the student to the high school for practices and home events.
6. Senior high school coaches are prohibited from recruiting ninth grade students for any sport that is offered at the junior high level.
7. Once a 9th grade student has been selected for participation on a high school team, it will be that student’s (as well as his/her parent’s or guardian’s) responsibility to make sure that the 9th grade participation form is filled out and all necessary signatures obtained. The student will be ineligible for participation until the completed form is returned to the student’s coach.

In order to develop students’ character and athletic ability to a maximum level, the Weber School District Board of Education strongly encourages parents, coaches and community members to work together as young men and women participate in various sports. The board firmly believes and fervently advocates that junior high and high school coaches develop working relationships of trust and cooperation as they collaborate in developing young student athletes. When appropriate, these collaborative efforts could include 9th graders’ participation in clinics, conditioning, and other off-season developmental programs sponsored by the high school. High school coaches should involve junior high coaches in these off-season developmental activities whenever possible. Always, the physical, emotional and social development of student athletes should be taken into consideration. Where possible, junior high and high school coaches are encouraged to work with parents and community volunteer coaches by helping them to most effectively develop these young student athletes.

Approved by the Board 04/08/2015

4520 PARTIES AND DANCES

Elementary

In the elementary schools, class or room parties are permissible during the last hour of the school day on occasions approved by the principal in advance.

PARTIES AND DANCES

Secondary

School parties at the secondary school level are to be after school hours. All such parties should normally be held on the school premises under the supervision of school personnel. In very special cases, the school may hold a social event away from school premises, provided previous approval of plans has been given by the principal and that there are in attendance several faculty members appointed by the principal.

Dances and parties shall be held only at such times and places wherein there is no conflict with regular curricular programs or other previously scheduled extracurricular activities.

Dances sponsored by school organizations shall be under the direction of the advisors of the organization at all times. The advisors and principal shall be responsible for adequate chaperonage. Dances shall generally close at or before 9:00 p.m. for junior high school students, and on or before 11:30 p.m. for high school students. However, special functions such as the Junior Prom or Senior Ball may run longer. It is expected that at least one member of the school's administrative staff shall be in attendance at all school dances. The only high school dance expenses which are school initiated shall be the admission to the dance plus the cost of pictures which are taken at the dance and which are optional.

Dances and parties must be scheduled with and approved by the principal of the school. Provisions must be made as to responsibility for preparations, operation and cleanup details.

Class or room picnics are not to be held or have any part in the school program. Sluff days, as well as individual class parties, during the regular school day are prohibited.

4530 PROGRAMS ON SCHOOL TIME

No programs or activities shall be allowed in the schools during regular school hours when admission is charged and only those who pay are dismissed from class. In cases of outside activities of community-wide interest, permission for dismissal of students with tickets must be approved by the Superintendent.

4540 STUDENT ORGANIZATIONS

The schools may encourage students to broaden their knowledge and citizenship by permitting the formation of clubs and groups organized to promote or pursue specialized activities outside the classroom. The purpose of this policy is to provide guidance to schools regarding authorization of clubs and groups as outlined in state law and Utah State Board of Education Administrative Rules.

A school may authorize the following types of clubs and groups by grade level:

- Grades K-12: School Curricular (“CLUBS”)
- Grades 7-12: Student Non-curricular (“GROUPS”)

1. Definitions:

School Curricular (“CLUBS”): Directly related to the curriculum offered in the school where the CLUB is organized. School Curricular CLUBS are sponsored and promoted by the school. The school principal or a designee shall appoint an advisor to the CLUB who supports the CLUB and may participate in, as well as direct CLUB programs and activities.

Student Non-curricular (“GROUPS”): Not directly related to the curriculum and which are initiated by students enrolled in the school. Student Non-curricular GROUPS are not sponsored or supported by the school or district but are recognized for purposes of granting a place within the particular school to meet during non-instructional time. Student Non-curricular GROUPS shall have a minimum of three members. A certified employee monitors all meetings held on school premises but does not participate in any activity or discussion of the GROUP. If the school maintains a “limited open forum,” then it must grant equal access to all non-curriculum student GROUPS meeting the criteria of this policy.

Limited Open Forum: Can be created whenever a public secondary school provides an opportunity for one or more “GROUPS” to meet on school premises during non-instructional time.

Closed Forum: Each school and the Board of Education, for the district as a whole, reserves the right to create a “closed forum” by refusing to allow all GROUPS to use school property during non-instructional time.

2. Equal Access for Student GROUPS

The School District must meet the following requirements if access is granted to qualifying non-curriculum student GROUPS:

- 2.1 meetings of student GROUPS are voluntary and student initiated;
- 2.2 meetings there is no sponsorship of student GROUP meetings by the school district or by district employees.
- 2.3 employees of the school district are present only in a non-participatory capacity;
- 2.4 meetings of GROUPS do not materially or substantially interfere with the orderly conduct of education activities of the school;
- 2.5 non-school persons may not direct, conduct, control, or regularly attend activities of GROUPS without the prior approval of the principal;
- 2.6 the application procedure has been complied with by the GROUP; and
- 2.7 the school district may review applications on a case-by-case basis and refuse to grant access to any GROUP which:
 - 2.7 A. impairs the ability of the school to maintain order and discipline on school premises; or
 - 2.7 B. threatens the school's ability to protect the well-being of students or faculty; or
 - 2.7 C. threatens the ability of the school to assure that attendance of students at the GROUP's meetings is voluntary.

3. Site Level Meetings

- 3.1 Meetings of GROUPS shall take place during non-instructional time.
- 3.2 The principal or designee may determine which school facilities may be used and when they are available.
- 3.3 Only authorized GROUPS attending the particular school may request to use rooms or schedule GROUP meetings.
- 3.4 Each school shall determine what access all GROUPS will be given to the school newspaper, school year book, bulletin boards, and public address system; provided that all such GROUPS shall be given equal access.
- 3.5 No GROUPS shall be permitted to engage in or conduct group therapy, counseling or other psychological services of the type provided by licensed professionals.

4. CLUB or GROUP Charter

Students or school staff seeking authorization to establish a CLUB or GROUP shall prepare an annual charter identifying whether the CLUB or GROUP is a School Curricular CLUB or a Student Non-curricular GROUP. The CLUB or GROUP Charter shall include

- 4.1 the recommended name;
- 4.2 a statement of the CLUB'S or GROUP'S purpose;
- 4.3 a statement of the CLUB'S or GROUP'S categorization indicating all of the following that may apply:

- 4.3 A. athletic;
 - 4.3 B. business/economic;
 - 4.3 C. agricultural;
 - 4.3 D. art/music/performance;
 - 4.3 E. science;
 - 4.3 F. gaming;
 - 4.3 G. religious;
 - 4.3 H. community service/social justice; and
 - 4.3 I. other.
- 4.4 a budget showing the amount and source of any funding provided or to be provided to the club and its purposed use.
- 4.5 a statement verifying the CLUB or GROUP will comply with all applicable laws, rules, and policies.

5. Limitations and Denial

- 5.1 Limitation shall include prohibitions against:
- 5.1 A. action or advocacy of imminent action which violates the law or administrative rules; this prohibition shall not apply to appropriate discussions concerning the changing of laws or rules, or actions taken through appropriate channels or procedures to effectuate such changes;
 - 5.1 B. advocacy or approval of sexual activity outside of marriage, or presentations in violations of laws or regulations governing sex education or privacy rights of families or individuals;
 - 5.1 C. action or advocacy of imminent action involving the harassment or the denigration of any person; and
 - 5.1 D. action or advocacy of imminent action with the intent to cause a person to fear to freely exercise or enjoy any right secured by the Constitution or laws of the United States or the state of Utah.
- 5.2 A school may limit or deny a charter to a CLUB or GROUP if necessary to:
- 5.2 A. protect the physical, emotional, psychological, or moral well being of students and faculty;
 - 5.2 B. maintain order and discipline on school premises; or
 - 5.2 C. prevent a material and substantial interference with the orderly conduct of a school's educational activities.
- 5.3 A school shall deny access to any student CLUB or GROUP whose program or activities would materially or substantially:
- 5.3 A. encourage criminal or delinquent conduct;
 - 5.3 B. promote bigotry; or
 - 5.3 C. involve human sexuality.

5.4 Approval of a CLUB or GROUP name may take place separately from that relating to the approval of the CLUB or GROUP itself. A CLUB or GROUP name shall:

- 5.4 A. reasonably reflect the nature, purposes and activities of the CLUB or GROUP; and
- 5.4 B. be such that it would not result in undue disruption of school operations, subject students to harassment or persecution, imply that the CLUB or GROUP would operate in violation of law or rule, or imply inappropriate association with outside organizations or groups.

6. Supervision

Selection and appointment of CLUB advisors and GROUP monitors shall be the responsibility of the school principal and will be done annually. Persons who are not part of the school shall not be allowed access to CLUBS or GROUPS to direct, conduct, control, or regularly attend CLUB or GROUP meetings without prior approval of the principal. The advisor or monitor shall ensure compliance with the approved CLUB or GROUP charter and applicable laws and rules. The principal or designee may cancel the authorization for any CLUB or GROUP found to be operating out of compliance of the approved charter or laws and rules.

7. Parental Permission for Participation

As a candidate for participation in a CLUB or GROUP that meets on school premises, Weber School District will require every student to obtain written permission from either a parent with legal custody or other legal guardian. The written permission form shall include the following:

- 7.1 the name of the CLUB or GROUP;
- 7.2 statement of the CLUB'S or GROUP'S purpose, goals, or activities;
- 7.3 statement of the CLUB'S or GROUP'S categorization (see information under the section on CLUB or GROUP Charter).

8. Investigation of Violations

The principal will investigate any allegation that a CLUB or GROUP is not following the guidelines as described in this policy and in its charter. If the principal finds the CLUB or GROUP to be in violation, the following actions may be taken:

- 8.1 allow the original statement of purpose, goals, and activities be modified to include the activity in question;
- 8.2 instruct the faculty advisor or the certified employee monitor not to allow similar violations in the future;
- 8.3 limit or suspend the CLUB'S or GROUP'S authorization or school building use;
or

8.4 terminate the CLUB'S or GROUP'S authorization and dissolve the CLUB or GROUP. The CLUB or GROUP would not be allowed to reapply until the next school year.

9. Appeal

The principal will approve, deny, or investigate each completed application or complaint in a reasonable amount of time. If the application or complaint is denied, written reasons for the denial or the results of the investigation will be stated. If appropriate, suggested corrections shall be made to remedy the situation.

A student directly affected by the denial of a CLUB or GROUP authorization at the school level may appeal in writing within ten (10) days of the denial to the Director of Student Services. The Director shall issue an opinion in writing either upholding or overturning the denial within a reasonable amount of time after receiving the appeal. The Director's decision shall be the final administrative decision.

Approved by the Board 11/07/2007

4550 STUDENT MEETINGS

Scheduling

All events planned by a faculty advisor of a student group must be placed on the school calendar in the office and with the approval of the principal. This must be done by the advisor and not by a student. For an event utilizing school facilities, a proper form must be filed in the office at least one week before the date of the activity.

Class Meetings

All designated advisors shall be present at meetings and functions unless excused by the principal for good reason. Sponsors must insist that class meetings be held according to the basic principles of parliamentary procedure.

Night Meetings

Night meetings of school groups shall be held only on school property under the direction and control of the advisor of the organization concerned and only after proper arrangements have been made with the school's administrative authorities and custodial staff. School sponsored activities should take place only on school property and any exceptions to this must be approved by the principal.

Sunday Meetings

Sunday meetings of any school-sponsored group are prohibited except when approved by the Superintendent.

4560 STUDENT PARTICIPATION IN COMMUNITY ACTIVITIES

Participation by students in out of school activities is optional with the individual school. While there is no intent to refuse to cooperate with agencies sponsoring worthwhile activities, there is very definitely a desire to keep such cooperation within reasonable bounds. The following will apply:

1. The primary educational aim of the school and the need and interest of the students must be a consideration at all times.
2. The participation in the project will not deprive students of time needed in acquiring basic skills.
3. The regular schedule will not be interrupted unless the majority of the students benefit through their participation.
4. Neither an individual nor the school as a whole shall be permitted to use school time in working on community sponsored projects unless such an undertaking is contributing to the educational program.
5. All materials or activities initiated by private sources shall be judged on grounds of their (a) direct contribution to educational values; (b) factual accuracy; and (c) good taste. Students competing in Olympic or national competition may request a one period release program. This limited release program is intended to assist students who must spend an unusually large amount of time in developing the identified skill.

Consideration shall be given in all cases to protect students and teachers against unreasonable added work and responsibilities.

4570 STUDENT BODY ACTIVITY FUNDS

Student body activity funds (which include fees established by the Board) are to be used to finance a program of extra-curricular activities augmenting the activities provided by the Weber School District.

Projects for the raising of funds shall generally contribute to the educational experience of students and shall not detract from the instructional program.

The management of student activity funds shall be consistent with sound business practices. Authority is delegated to the Superintendent to require conformance to a system of records and procedures for recording the transactions of the funds.

Student body business shall be conducted in such a manner as to offer minimum competition to local commercial concerns.

Student activities shall be financed, insofar as possible, from the collection or solicitation of funds from the students of the school in which the activity is conducted.

The Superintendent and the Business Administrator shall direct each school to establish proper business practices for the maintenance and control of student body activity funds. These procedures shall be approved by the Board of Education.

Student body funds shall be available for audit at all times.

4571 FUND RAISING

Philosophy

There are times when fund raising becomes an important source of providing for needs over and above that which can be accommodated by regular district sources. It is also recognized that excessive solicitation can be detrimental to students, parents, and our partners in business. It is important that a careful balance of these considerations be achieved.

1. Voluntary Participation

Participation in any and all fund raising activities should be strictly voluntary. No student, employee or contributor should feel coercion or peer pressure to participate. In no instance should eligibility for an activity or school grades be affected by participation in fund raising.

2. District Level Resource File

An individual will be identified at the district level who will maintain a repository of opportunities for fund raising. Salespeople should be encouraged to provide informational material for this file.

3. Scheduling of Fund Raising

Approved projects should be scheduled with the school level fund raising committee or the principal to avoid conflict and excessive solicitation at any given time.

4. Advertising Outside Organization Fund Raising

Advertising for fund raising by outside organizations may be displayed in the school at the discretion of the principal. Further involvement requires approval of the school level fund raising committee or principal.

5. Time from Class for Fund Raising

Class time should not be missed for involvement in fund raising.

6. Parent or Business Contributions

Solicitation in the name of the school to parents or business should be submitted to and approved by the school level fund raising committee or principal.

7. Fiscal Procedure

State and Weber School District fiscal procedures must be followed with regards to any fund raising.

General Guidelines and Procedures

1. Fund Raising on a limited basis is permitted in each school to raise funds for identified school projects.
2. After assessing the school's needs, each school shall develop an annual fund raising plan.
3. Written fund raising plans shall be prepared by each school using Weber School District's School Fund Raising Form and approved by the school principal. The plan should be sensitive to the school and our partners in the community. All fund raising shall be for predetermined purposes and spent only for those purposes.
4. Students shall not be assigned to or be held responsible for the collection of funds except for approved student activities or for those projects and activities that have been approved by the school principal.
5. Funds must be receipted and expended through District or school accounts in accordance with standard accounting procedures. PTA/PTO organizations' fund raising activities are subject to accounting procedures established by that organization.
6. Donations may be made through the Weber School District Foundation for business records.
7. The efforts by parents and organizations (PTA, PTO, Booster Clubs, etc.) to support school organizations are appreciated. Parent groups together with their school organization need to follow the prescribed procedure for needs assessment, coordination and approval of the school level fund raising committee or principal.
8. The value of the many charitable organizations is clearly recognized. Fund raising for these groups can be advertised as per guidelines. Charitable fund drives and activities seeking school involvement in the collection of goods or money are discouraged. The very limited exceptions are those charitable activities which have significant educational or humanitarian value. Such instances must have the endorsement of the principal.

ELEMENTARY FUND RAISING

Fund raising is a necessary function at the elementary school level. It is not legal in the state of Utah to charge mandatory fees in grades K-6.

GUIDELINES:

1. Community Fund Raising
 - 1.1 A maximum of 2 community fund raisers per school each school year will be allowed, e.g.:
 - candy sales
 - wrapping paper sales
2. In-school Projects/Products
 - 2.1 In-school fund raisers will be limited to one (1) per school quarter. Projects that are not fund raisers but curricular in nature, e.g., young authors fair, mountain man rendezvous, art festivals, etc., will not be restricted but administrative discretion as to frequency and calendaring is advised. Examples:
 - book fair
 - t-shirts, sweat shirts (school logo)
 - carnivals
 - pictures
3. Charitable Programs
 - 3.1 Charitable fund raisers will be limited to one (1) per school year. Information concerning other community drives may be made available to the students at the discretion of the building principal. Fliers should not be handed out to each student but be placed in a central location within the building where interested students could pick them up. Student involvement would be based on parent and student interest and would not be coordinated or controlled by the school. Examples:
 - Sub for Santa
 - March of Dimes
4. Other - Grade or Class Projects (In-school)

There will be a limit of one (1) grade or class activity at each grade level per school year. Examples:

 - Class projects - aluminum cans, etc.
 - Grade projects - economics fair, etc.

Elementary students must not be involved in selling door to door.
The building principal must approve all fund raising proposals.
Building principals are encouraged to carefully evaluate the quality and effectiveness of fund raisers. Objectives for each school fund raiser should be available for all interested patrons before the project begins.

SECONDARY FUND RAISING

A school level fund raising committee will conduct a needs assessment under the direction of the school principal. Before fund raising projects are approved, consideration should be given to realistic program requirements in harmony with school and community resources.

GUIDELINES

1. Community Fund Raising

High Schools will be limited to a maximum of one community fund raiser per group or organization per school year. Fund raising that is associated with travel and approved by the district travel committee is not included in this maximum.

Junior high schools will be limited to a maximum of one community fund raiser per group or organization per school year. Approved projects should be scheduled to avoid conflict and excessive fund raising at any given time.

2. IN SCHOOL fund raising will be at the discretion of the school principal.

3. The school group or organization wishing to conduct the fund raiser must present their proposal to and receive prior approval from the school principal. Any additional fund raising project(s) by a group or organization must be approved by the principal. Such fund raisers, to the extent possible, shall be included in the annual fund raising plan.

4. All money collected will be placed with the school bookkeeper immediately after being collected. Two or more coaches/advisors should count and prepare funds for the bookkeeper. Detailed lists of participants and payments received should accompany all funds delivered to the bookkeeper. All paid coaches or advisors who are District employees will be paid through District payroll. Non-employees will be paid through the school bookkeeper with a school check and must sign the required IRS 1099 form.

09/05/2012

4580 GIFTS TO SCHOOLS

References:

Weber School District Policy 3250 Acceptance of Gifts

In order for class or community gifts to be accepted by the school or district they must meet the following criteria:

1. Enhance the educational or aesthetic aspects of the school.
2. Books, library materials, instructional materials and equipment shall meet the standards at least equal to those established for items purchased by Weber District.
3. Equipment must be operable by intended users and subject to easy maintenance.
4. Gifts related to buildings and grounds shall be approved by the Board of Education after consultation with the Superintendent, and, in some cases, with the architect who made the original building plan.
5. Any gift to a school must be acceptable to the principal.
6. Any gift to the District must be acceptable to the Superintendent.
7. Donations, Gifts and Sponsorships must adhere to criteria outlined in POLICY 3250 ACCEPTANCE OF GIFTS.

Approved by the Board 11/06/2013

4600 EXTENDED-CURRICULAR TRAVEL ACTIVITIES

References:

[District Travel Guidelines](#)

The Weber Board of Education acknowledges the benefits derived from participation in extended school activities and/or functions whose sponsorship legitimately recognizes and enhances special achievement and performance:

1. The scope of extended-curricular travel would be to enhance and enrich the achievement and/or performance of the individual student participants or a designated group of participants.
2. Extended-curricular travel is construed to mean overnight and either out-of-district or out-of-state travel under the auspices of local school management and within the confines of established, chartered school clubs and regular curricular programs.
3. The proposed request should be given long-term consideration, complement the total school master plan, and provide a wholesome experience for the participants.
4. Extended-curricular travel requests must be for educational purposes. Groups who have been "invited" to participate in a function of no direct educational value will be denied. Invitational activities, be they initiated by the local school group requesting participation, or be they initiated through outside solicitors, are subject to the most stringent scrutiny and are the least desirable for district support and student participation. Such invitational activities beyond 350 miles (one way) will be limited to one such travel experience every other year per participating group. Travel experience must articulate with curriculum programs and should not create unnecessary disruptions of regular school studies. The Board of Education does not sponsor foreign travel.
5. The Board of Education has withdrawn sponsorship of all foreign travel programs involving students of the Weber School District and is not liable for any statements referring to such programs. Any solicitation that connects Weber School District with a foreign travel tour is in violation of district policy. Teachers and other district employees are not allowed to act as agents for a travel agency, to sell that company's products or to present that company's activities to students of their class, school or district.
6. The Board of Education does not authorize its teachers or other employees to use the district or school names for travel connected with a private company. Any solicitation that connects Weber School District with a private domestic tour is in violation of district policy. Teachers are not allowed to act as agents for a travel agency for domestic travel, to sell that company's products or to represent that company's activities to students of their class, school or district.

7. All extended-curricular requests must be scrutinized by the local school administration. All travel requests must be in writing and follow the format of the "Extended-Curricular Travel Request" form. All requests must bear the principal's signature and his/her recommendations.
8. Local school promotions/advertising activities can only occur after authorization has been granted at the appropriate administrative level.
9. High school principals are authorized to render final disposition(s) on local school requests where travel would lie within 350 miles of the school district.
10. Travel outside of areas prescribed in #9 will be scrutinized and final disposition rendered by the District Travel Committee. (High school principals, district administrators and two representatives from the Board of Education)
11. The District Travel Committee will submit a summary report to the Board in the spring of each school year.
12. Extended-curricular travel as defined in #2 above shall not extend to the junior high school level with the exception of travel to and use of the Swanson Environmental Center. Any other exception to this policy must be approved by the Board of Education after the District Travel Committee has reviewed and recommended the request from the junior high school principal. The request must explain the extraordinary circumstances of the travel and must be related to the school having qualified to participate in a national competition. Examples include:
 - 12.1 Ninth grade students who qualify to participate in the International Science and Engineering Fair.
 - 12.2 A junior high school team that wins a first place in the State Science Olympiad and is invited to represent Utah at the Nation Science Olympiad.
13. Unless an individual or a group of students from a chartered club or performing class is participating in a district, state, national, or internationally sponsored activity, participation in extended-curricular travel activities will be limited.
14. High schools should have developed a long-range master plan documenting group (chartered clubs) involvement in scheduling extended-curricular travel activities.
15. In the event that a Utah High School Activities Association (UHSAA) directed activity is sanctioned at a distance in Utah where overnight lodging is required, a limited number of activities can be scheduled during the school year for any one group pending scrutiny and final disposition by high school administrators.

16. Weber School District buses and licensed public carriers will be used to transport students.
17. Out-of-school time should not exceed three days; however, if such experiences are district directed, an outgrowth of the curriculum and the experience is education and productive, this time may be extended.
18. Advisor(s) will be required to accompany authorized chartered groups --- to provide leadership, safe conduct and chaperonage.
19. Fund raising projects to promote and assist school/group expenses should not be placed in a pressure position to support these activities. (Refer to fund raising policy in Board Policy book.)

Approved by the Board 06/11/2008

DISTRICT TRAVEL GUIDELINES

The District Travel Committee was established by the Board of Education for the purpose of reviewing all travel by Weber County School District students on an annual basis. The committee was charged with establishing a format for screening all travel requests. The committee feels travel should be a culmination of sanctioned competition, or direct outgrowths of curriculum programs. Extra curricular travel by a group on an annual basis should be discouraged. A group should have criteria established, prior to local and state competition that must be met to be eligible to request travel for invitationals and festivals. If adequate participation on local region and state level competition are currently provided, travel will not be authorized. Travel experiences should be productive and educational in nature, planned with minimal school time missed, and at minimal cost per individual or group. Every effort should be made to seek out similar experiences locally or within the State of Utah. The principal is the leader of his/her school, and his/her decisions locally as they pertain to the District Travel Guidelines are supported by the District Travel Committee.

I. DISTRICT TRAVEL COMMITTEE COMPOSITION

The District Travel Committee will consist of two Board of Education members appointed by the president of the Board, an assistant superintendent, the director of secondary education, the secondary supervisor, and all high school principals. They will meet annually (early spring) to consider requests for the next school year.

II TRAVEL REQUESTS COME FROM THREE SOURCES

- A. State and national level competitions that are outgrowths of curriculum programs (science fair, DECA, FFA, FAA, etc.).
- B. Special curriculum related travel (Close Up, Youth Congress, Space Groups, etc.).
- C. Extra curricular invitational and festivals (music, cheerleaders, drill team, debate, etc.).

III TRAVEL LIMITATION

- A. Travel within the 350 mile limit, as defined in Weber School District Policy 4600 #9, can be managed and authorized by the local school principal.
- B. Extra curricular travel for invitationals and festivals is restricted to the Mountain West and West Coast area (Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Wyoming and Washington)
- C. National competitions may be approved provided the school teams/groups qualify at the appropriate state level competitions. See II A. and B. above.
- D. High school dances shall be restricted to within 20 miles of the Weber County boundaries.

IV TRAVEL COSTS

- A. Travel costs vary according to specific programs. Principals should scrutinize costs carefully to insure minimal financial impact on individuals, groups, schools and communities.
- B. Extended-curricular travel is subject to District policy on fee waivers. Therefore, groups or individuals must be able to raise the entire cost of the travel experience through fund raising for all fee waiver eligible students. Individual students may exercise the option to pay for part of the travel cost or participate in the fund raising.

V PROCEDURE FOR REQUESTING TRAVEL

- A. Individuals and groups should study the Policy 4600 “Extended-Curricular Travel Activities” and District Travel Guidelines.
- B. Present requests to local principal. Principal should insure that the request meets all travel guidelines. If the request doesn’t meet guidelines it should not be forwarded for consideration.
- C. Request is presented to District Travel Committee for review (early spring) and approval or denial of the request. Recommendation will be forwarded to the Board of Education in May of each year.

VI SCHEDULE OF ANNUAL REVIEW

- A. September - May Under the direction/supervision of appointed advisor(s), local school groups/organizations prepare - complete – submit application form(s) to high school principal.
- B. March Principal reviews his/her school’s requests.
- C. By April 10 Together the high school principals review all requests where travel is within area (State of Utah, south central Idaho)
- D. April The travel committee will review travel requests beyond Utah/south central Idaho.
- E. May 1 Travel committee will submit a written report to Board members.

VII IF TRAVEL IS APPROVED, THE FOLLOWING MUST BE CONSIDERED BY THE SPONSORING GROUP AND SCHOOL

- A. Parent authorization forms will include itinerary/details of trip, student health/medical record and health/accident insurance information.
- B. Itinerary and details of trip should be explicit in information:
 - 1. Transportation
 - 2. Cost
 - 3. Lodging/meals (address of lodging)
 - 4. Supervision
 - 5. Schedule (day-by-day)
 - 6. Items not covered in cost
- C. If the carrier agency is required to provide additional services beyond accommodations and transportation, the carrier agency will evidence the following:
 - 1. Cost and agreements
 - 2. Written statement of legal responsibility and financial stability
 - 3. Assurances to include a bond ensuring both safety of dollars paid for the program cost and actual program performance prior to departure.

VIII DISTRICT SCHOOL BOARD POLICY PROHIBITS FOREIGN TRAVEL

4700 PLAN FOR COLLEGE AND CAREER READINESS

References:

Utah Code 53E-2-304

R277-462

1) PURPOSE AND PHILOSOPHY

Weber School District desires to see all of its students successfully graduate from high school and pursue fulfilling careers. Weber School District believes students are most likely to succeed if the path to graduation and careers is planned early in a student's educational experience. This policy is intended to help students create goals and plan for success towards graduation and after high school.

2) POLICY

In accordance with state law and Utah State Board of Education (USBE) rules, Weber School District requires meetings between students, parents, and school personnel from elementary school through high school to facilitate a personal plan to graduate from high school and pursue a desired career path.

3) DEFINITIONS

- a) **Parent Teacher Conferences:** partnership meetings involving the student, the student's parent or guardian, and school personnel for the purpose of discussing the student's academic progress and goals.
- b) **Plan for College and Career Readiness:** a four-year plan towards graduating and preparing for college and/or a career, to which a student's course registration and class schedule throughout high school, should conform.
- c) **Plan for College and Career Readiness Conference (PCCRC):** partnership meeting involving the student, the student's parent or guardian and a school counselor, if an individual conference, and a group of students and a school counselor, if a group conference, for the purpose of discussing the student's plans to graduate and prepare for college and/or a career.

4) ELEMENTARY SCHOOLS

- a) Students in grades K-6 will have a minimum of two annual **Parent Teacher Conferences**.
- b) School personnel will provide time in the **Parent Teacher Conference** to learn and/or share information about the student's interests, learning styles, strengths, accomplishments, needs and student growth.

- c) The **Parent Teacher Conference** will also provide an opportunity for celebration of the child's progress and goal setting for the future. **Parent Teacher Conferences** may also include components consistent with each school's improvement plan.

5) **SECONDARY SCHOOLS**

- a) Secondary school students, the student's parent or guardian and school counselor will collaboratively develop the student's **Plan for College and Career Readiness**.
- b) The **Plan for College and Career Readiness** will be maintained by the counseling department in each school and will follow a student as the student progresses through each grade, or, when applicable, to a new school district if the student moves.
- c) A **Plan for College and Career Readiness Conference** will be the primary means of planning, monitoring, and managing the student's education plan and career development opportunities, and will have components that recognize the individual student's accomplishments, strengths, mapped out strategies to guide student core selections, and progress towards meeting graduation requirements and end of level testing, including grade level objectives, assessments, counselor advisement and goal setting.
- d) Junior High School
 - i) Each student in junior high school will have one annual individual PCCRC in grade 8 where the student, the student's parents or legal guardians meet with the school counselor to prepare a plan towards graduation and preparation for college and/or a career.
 - ii) A small group (classroom size or smaller) PCCRC will be held in grades 7 and 9. Parent/guardian involvement for group conferences is optional, but encouraged.
 - iii) Schools within a cone feeder system are not limited in assisting each other with the facilitation of small group conferences.
- e) High School
 - i) Each student in high school will have one annual individual PCCRC in grade 10, and another individual PCCRC in either grade 11 or in grade 12, at the discretion of the school.
 - ii) At least one small group (classroom size or smaller) PCCRC will be held in either grade 11 or in grade 12, at the discretion of the school. Parent/guardian involvement for group conferences is option, but encouraged.

Approved by the Board 04/08/2020

4750 HOMELESS STUDENTS

References:

Stewart B. McKinney-Vento Act

The Board recognizes the importance of removing barriers for homeless students. Under the federal Stewart B. McKinney-Vento Act, homeless students are entitled to the following:

1. Homeless students shall be enrolled immediately.
2. Homeless students will be granted full participation in regular school activities and programs.
3. Homeless students cannot be excluded based on their inability to present the following information:
 - 3.1 Immunization records
 - 3.2 Medical records
 - 3.3 Birth certificate
 - 3.4 Previous school records or transcripts
 - 3.5 Guardianship records
 - 3.6 Proof of residency
 - 3.7 Other required documentation

The school will continue efforts to assist the student in completing necessary and important records in a timely manner.

4. Homeless students have the following options for choice of school to attend:
 - 4.1 School of origin
 - 4.1 A. The school the child has attended when permanently housed
 - 4.2 B. The school the child last attended
 - 4.2 The school closest to the shelter or other temporary housing

The student may remain enrolled in the school of origin for the duration of homelessness or for the remainder of the year if the youth becomes permanently housed during an academic year.

5. Transportation to the school of origin will be provided at the request of the parent/guardian.
6. If a grievance occurs, the student will remain in the school without loss of services pending resolution. The parent or guardian will do the following:
 - 6.1 Submit the complaint in writing to the principal of the school.
 - 6.2 The principal has 10 working days to respond to or resolve the written complaint.
 - 6.3 The parent may appeal the school's response (or failure to respond) in writing to the Weber District Homeless Liaison (Director of Student Services) who can be contacted at (801) 476-7811.

- 6.4 If the complaint is not resolved in a satisfactory manner at the district level, the parent may appeal the decision to the State Homeless Coordinator (801) 538-7975.

Approved by the Board 03/07/2007

4800 WORK-BASED LEARNING POLICY

References:

OSHA
UOSHA
Fair Labor Standards Act
Utah SB 28
Federal Child Labor Laws

Purpose:

To implement State Board of Education rules which direct the Weber School District Board of Education to implement a policy regarding work-based learning programs for secondary school students.

To provide direction to schools as they provide work-based learning programs and to establish criteria.

Definition of Terms:

- a. Cooperative Education means a structured method of instruction in basic work place learning. It is designed as a beginning work experience where high school students practice basic skills of appropriate employer/employee relations, team work, customer service, and work assignment responsibilities. The work assignment should relate to the student's career goal or academic preparation and goals. It is a paid experience.
- b. Internship means a structured method of instruction whereby students train with an employer for an occupation relative to the occupational interest, academic preparation and career goal. An employer site mentor supervises the student intern in workplace activities. Activities may include learning a variety of skills related to different job stations/levels within an occupation, participation in a company special project or learning advanced skills to a specific single occupation. It is an unpaid experience and the training student is referred to as a *student intern*.
- c. Job Shadowing means an opportunity for a student to follow an employee at a company for part(s) of one or more days to learn about a particular occupation or job assignment. It may be implemented in context with a particular course of study.
- d. Service Learning means a method of instruction which combines community service with a structured school-based opportunity emphasizing the connections between service experiences and academic learning.
- e. Work-based Learning means activities that involve actual work experience or connect classroom learning to workplace learning.
- f. School-based Enterprise means a business set up on a school site and run by supervised students. Students learn to apply "practical" skills in the production of goods or services for sale or use by others.
- g. Student Education Occupation Plan (SEOP) means a primary strategy for recognizing student accomplishments and strengths and for planning, monitoring, and managing education and career development in grades 7-12. This is achieved through an ongoing partnership involving students, parents, school counselors, and other school personnel.

- h. Work site or Workplace means the actual location where employment/training occurs for a particular occupation(s), or an environment that simulates all aspects/elements of that employment, for instance school-based enterprises.
- i. Parent(s) is the person(s) who has legal guardianship responsibilities for the student.

Policy

Under the direction of the superintendent, school principals are authorized to administer this policy in their respective schools. Work-based learning opportunities include, but may not be limited to: Job Shadowing, Internship, Cooperative Education, Service Learning, and School-based Enterprise.

1. Student Eligibility

- 1.1 For work-based learning activities, except possibly *job shadowing*, the Student Education Occupation Plan (SEOP) is used as a qualifying indicator for students to participate in a work-based learning experience. The SEOP indicates a student's occupational interest and classroom preparation for a community site training experience in a selected career field. Eligible students participate on a "space available" basis.
- 1.2 Prior to or concurrently with work-based learning, students are to receive instruction on pre-selected objectives derived from the *Secretary's Commission on Achieving Necessary Skills* (SCANS) report and/or from the Utah State Office of Education critical workplace skills curriculum.

2. Student Records

The following documents must be completed and on file at the school for students participating in work-based learning (exceptions may apply to students participating in job-shadowing):

- SEOP
- Student Application
- Documentation of SCANS and/or critical workplace skills curricula
- Student Job Activities Grid and Work site Assessment/Evaluation
- Training Agreement signed between student, parent(s), employer, and education institution
- Student Work Record
- Student Evaluation

3. Training for Students, Student Supervisors, and Cooperating Employers regarding Health Hazards and Safety Procedures in the Workplace

- 3.1 Work-based learning coordinator will inform students of safety and health hazards in the workplace prior to the student leaving the school.
- 3.2 Employers will assure a safe work environment and will discuss all safety issues or concerns with the education supervisor during a review of the work site and prior to the student work-based learning experience.

4. **Approval of Cooperating Employers and Off-Campus Work Sites**

School site coordinator will ensure that all employers desiring to participate in the School-to-Careers program whether public or private, satisfy the following requirements, and agree to abide by such requirements in writing before students can be assigned to an employer's off-campus work site through the School-to-Careers program.

- 4.1 Accessibility: The off-campus work site must be in compliance with relevant provisions of the American with Disabilities Act, regarding access to individuals with disabilities.
- 4.2 Safety: The off-campus work site must be in compliance with the applicable safety codes, especially those outlined in the federal Occupational Safety and Health Act (OSHA) and the Utah Occupational **Safety and Health Act (UOSHA)**
- 4.3 Hazardous Occupations: According to the Industrial Commission of Utah and the Child Labor Requirement in Nonagricultural Occupations under the Fair Labor Standards Act, the following activities are deemed to be hazardous occupation activities:
 - 4.3 A. Manufacturing and storing explosives;
 - 4.3 B. Motor-vehicle driving and outside helper;
 - 4.3 C. Coal mining;
 - 4.3 D. Logging and saw milling;
 - 4.3 E. Power-driven woodworking machines;
 - 4.3 F. Exposure to radioactive substances;
 - 4.3 G. Power-driven hoisting apparatus;
 - 4.3 H. Power-driven metal-forming
 - 4.3 I. Mining, other than coal mining;
 - 4.3 J. Slaughtering, or meat-packing, processing, or rendering;
 - 4.3 K. Power-driven bakery machines;
 - 4.3 L. Manufacturing brick, tile, and kindred products;
 - 4.3 M. Power-driven circular saws, band saws, and guillotine shears;
 - 4.3 N. Wrecking, demolition, and ship breaking operations;
 - 4.3 O. Roofing operations;
 - 4.3 P. Excavation operations.

The employer shall not allow any student to participate in these activities unless: 1) it provides careful supervision as defined in this policy; 2) the student is at least 16 years of age; 3) the student has taken or is taking a state and District-approved vocational program related to the on-the-job training provided at the work site; and 4) the student has signed an apprenticeship agreement and furnished a copy of the agreement to the Industrial Commission of Utah.

- 4.4 Supervision: The employer must provide appropriate supervision for the student at all times.
- 4.5 Child labor laws: The employer must adhere to all applicable state and federal child labor laws.

- 4.6 Wage laws: The employer must adhere to all applicable state and federal wage laws.
- 4.7 Discrimination: The employer must comply with all state and federal anti-discrimination laws, and prohibit discrimination against students and other employees on the basis of race, color, national origin, render, religion, age, or disability in its treatment and assignment of students to jobs, hours of employment, levels of responsibility, and pay.

5. **Student Transportation**

- 5.1 Students participation in school organized career awareness field trips are transported by school district approved carriers.
- 5.2 Students participating in work-based learning programs (except as noted in 5.1), the determination of the method of transporting students to and from the work site is the parents' responsibility.

6. **Supervision and Evaluation by Employers**

- 6.1 Supervision: All cooperating employers shall provide appropriate supervision for students working at an off-campus work site as part of their School-to-Careers program. In the case of hazardous occupations, the employer or organization shall provide "careful supervision" defined as "training safeguards and supervision reasonable necessary in light of an apprentice's current level of preparation and experience relative to a given task considered hazardous."
- 6.2 Training: The cooperating employer shall provide a training program, with varied experiences, which will contribute to the education of the student.
- 6.3 Evaluation: The cooperating employer shall complete an evaluation, provided by the coordinating school personnel, of the student on a regular basis. Upon completing the evaluation, the employer will notify cooperating school personnel and schedule a conference with school staff and the student. The evaluation shall be shared with the student to identify student skills that may need improvement, objectives that remain to be reached, changes that may be needed in the training agreement, and progress the student has made.

7. **Supervision and Evaluation By School Personnel**

- 7.1 The school site coordinator will:
 - 7.1 A. Approve the cooperating employer and work site;
 - 7.1 B. Visit and assist the employer in establishing an appropriate training program;
 - 7.1 C. Conduct regular observations of the student on the job;
 - 7.1 D. Coordinate with the employer on the evaluation of the student (final evaluation is the prerogative of the school);
 - 7.1 E. Provide meaningful in-school instruction related to the employment/training activities of the student;
 - 7.1 F. Monitor the student's academic progress and provide notice to the student and the student's parent or guardian when the student's in-

school work related to the student's work experience (school-based learning component) drops below a C level;

- 7.1 G. Inform student about safety and health hazards in the workplace prior to the student's placement in an off-campus work site and how to obtain initial treatment for work-related injuries;
- 7.1 H. Cooperate with the employer to jointly provide ongoing safety training to the student;
- 7.1 I. Instruct students participating in unpaid internships or paid work experience how to file an Employee's First Report of Injury and other applicable forms in the event of a work-related injury;
- 7.1 J. Make every reasonable attempt to solve problems at the local level by involving the cooperating employer or organization, the student's parent/guardian, student, and community.

8. **Insurance coverage**

- 8.1 For paid work employment, work injuries and occupational disease insurance benefits are covered by the employer's workers' compensation.
- 8.2 For unpaid work experiences, work injuries and occupational disease insurance benefits are covered by the local educational agency's workers' **compensation as specified by Utah SB 28.**
- 8.3 The determination of additional insurance coverage for the student is the parents' responsibility.

9. **Appropriate Supervision and Evaluation of the Student by the Local Education Agency**

The education supervisor will:

- 9.1 approve the cooperating employer work site and training,
- 9.2 inform students of safety and health hazards in the workplace prior to the student leaving the school,
- 9.3 assure "careful supervision" of the student at the training site,
- 9.4 coordinate with the employer on student training and evaluation.
- 9.5 students will be placed in training sites under careful supervision and in accordance with Federal Child Labor Laws.

10. **Appropriate Involvement and Approval by the Student's Parent(s) in the Work-based Learning Program**

The parent(s) will:

- 10.1 partner with the school, school counselor, school personnel, student, by participating in the SEOP process,
- 10.2 support the student's participation in the work-based learning program,
- 10.3 determine the method of transporting students to and from the work site,
- 10.4 assume responsibility for the student's released time from school.

Approved by the Board 12/03/2003