



BOARD OF EDUCATION  
REGULAR SCHOOL BOARD MEETING

Detailed Agenda

**Wednesday, February 11, 2026**

ILSC Building, 960 South Main, Brigham City,  
Utah 84302

*"Always consider the effects  
on our students."*

- A. If ADA accessibility is needed to attend this meeting, please contact the District Office at 435-734-4800 before 4:00 p.m. the day prior to the meeting.**
- B. Work Session - 5:30 p.m.**
1. Jacob Balls, Principal at Box Elder Middle School
  - Heather Godfrey, Principal at North Park Elementary
  - Dallin Gittins, Principal at Century Elementary
- C. Administrative - 6:30 p.m.**
1. **Call to Order**  
Tiffani Summers, Board President
  2. **Reverence**  
Neil Stevens, Business Administrator
  3. **Flag Salute/Pledge of Allegiance**  
Karen Cronin, Board Member
  4. **Recognitions**  
Jamie Kent, Public Information Officer
    - a. School Board Members
    - b. **SEE Awards:**  
S (Strengthen PLCs) - Haley Kilmer, Willard Elementary  
E (Expand Student Connections) - Javier Garzaron, Willard Elementary  
E (Elevate Employee Appreciation) - Robbie Gunter, Box Elder High School
    - c. Unified Sports Basketball Team Athletes and Coaches
- D. Approval of Agenda - 6:45 p.m.**
- E. Public Comment - 6:50 p.m.**
- Those individuals who would like to speak to the Board should read the guidelines and complete the sign-up document located at the door. At the discretion of the Board President, public comment may be permitted at any point during the Board meeting.
- F. Second Public Comment on School Fees - 7:20 p.m.**
- Keith Mecham, Asst. Superintendent of Secondary Teaching & Learning
- G. Action Items - 7:30 p.m.**
1. **Approval of 2026-27 School Fees** **13**  
Keith Mecham, Asst. Superintendent of Secondary Teaching & Learning  
2026-27 Proposed School Fees
  2. **Approval of Fiscal Year 2027 Capital Improvements** **22**  
Corey Thompson, Facilities Director
  3. **Approval of Amendment to Discovery 2025-26 TSSA Plan** **24**  
Heidi Jo West, Assistant Superintendent of Elementary Teaching & Learning
  4. **Approval of Sale of Property (to be voted on after Closed Session)** **27**  
Neil Stevens, Business Administrator
- H. Information Items - 7:45 p.m.**
1. **Retirement Announcement** **28**  
Steve Carlsen, Superintendent
  2. **Monthly Financial Report** **29**

Neil Stevens, Business Administrator

**3. Board Committee Reports**

**a. Student Board Member Report**

**4. January Employee Appreciation**

a.

<b>January</b>	<b>Teacher</b>	<b>Support</b>
BRHS	Margo Tackett	Heidi Coulson
BRMS	Ana Aliaga	Sharlyn Miller
ACHI	Teresa Mas	Functional Skills Team: Jesse Esquivel, Jenn Richardson, Brenda Smith, Nora Ritter
BEHS	Clay Welch	Chad Christensen
BEMS	Kathy Norman	Val Call
ACYI	Noelle Sadler	Wanda Nowell
Sunrise	Christina Smith	Josie Pugsley
Century	Austin Adams	Danielle Barfuss
Discovery	Jessica Low	Britni Roberts
Fielding	Natalie Hannum	Megan Crandall
Garland	Abigail Hickman	Kelly Littlefield
Golden Spike	Tayler Kent	Micayle Taylor
Lake View	Lynette Tervort	Sarah Clark
McKinley	Peggy Layne	Phil Zobell
North Park	Kelly Esplin	Nicole Bailey
Three Mile Creek	Leo Bohorquez	Tesla Hancey
Willard	Alyse Maples	Hannah Cook
Western	Jill Dallon	DeWayne Andersen

**I. Policy Review - 7:55 p.m.**

**1. Policies to be Deleted**

- a. Policy 2038 Procurement of Workers Compensation Insurance 37
- b. Policy 3021 Employment: Administrative Personnel (In Policy 3300) 38
- c. Policy 5025 Student Transfers: Enrollment Options Program (Combined with Policy 5010) 39
- d. Policy 5040 Transfer and Assignment of Students (Combined with Policy 5010) 42
- e. Policy 5220 Student Safety Patrols 46

**2. Policies For Review With No Changes**

- a. Policy 1050 Qualifications & Appointment Procedures for Student Board Member 47
- b. Policy 1074 Board Meetings: Closed Meetings 49
- c. Policy 1150 Superintendent Evaluation 51
- d. Policy 1200 School Attorney 52
- e. Policy 1230 School Year Calendar 53
- f. Policy 2010 Budget Planning/Development/Adoption 54
- g. Policy 2035 Increment Financing 57
- h. Policy 2040 Audits 60
- i. Policy 3045 Retirement: Social Security, Purchase of Insurance & Credit Years 63
- j. Policy 3087 Personal Protective Equipment & Safety 65
- k. Policy 3097 Employee Suggestions 68
- l. Policy 4070 Early Graduation 69

m. Policy 4165 Requests for Charter Schools	71
n. Policy 5070 Communicable Diseases	79
o. Policy 5210 Protection of Students Against Exploitation	81
<b>3. First Reading</b>	
a. Policy 2045 Fraud	82
b. Policy 3018 Military Leave	86
c. Policy 3035 Employee Criminal Background Checks and Personal Reporting of Arrests and Convictions	91
d. Policy 4059 Focused Graduation Pathway	105
e. Policy 4075 Earning Credit	108
f. Policy 5010 Admissions Eligibility Requirements	111
g. Policy 5054 Prohibited Food Additives	140
h. Policy 5063 Automated External Defibrillator (AED)	142
i. Policy 5306 Children's Internet Protection Act	144
j. Policy 5370 Student Handbooks	145
<b>4. Second Reading</b>	
a. Policy 2005 Program Accounting	147
b. Policy 3010 Employee Bullying and Hazing	150
c. Policy 5005 Safe Schools - Student Discipline/Behavior	166
d. Policy 5009 Admissions and Attendance: Kindergarten	195
e. Policy 5274 Participation in Sex-Designated Athletic Activities, Programs, and Events	196
f. Policy 5305 Student Use of Electronic Devices	198
g. Policy 5380 Notification Received from Juvenile Courts	209
h. Policy 6023 School Climate Surveys	213
<b>J. <u>Board Discussion Items - 8:05 p.m.</u></b>	
<b>1. Legislative Update</b>	<b>215</b>
Steve Carlsen, Superintendent	
<b>K. <u>Consent Items - 8:15 p.m.</u></b>	
<b>1. Minutes</b>	<b>228</b>
<b>2. Claims</b>	<b>238</b>
<b>3. Personnel</b>	<b>251</b>
<b>4. LEA Specific Endorsement</b>	<b>252</b>
<b>5. Request for Budget for School Safety Upgrades</b>	<b>253</b>
<b>6. Request for Budget for IT Upgrades</b>	<b>254</b>
<b>7. Budget Request for Air Conditioning</b>	<b>255</b>
<b>8. Budget Request for Playground Improvements</b>	<b>256</b>
<b>9. Construction Contracts for Discovery Elementary</b>	<b>257</b>
<b>L. <u>Suggestions for Future Board Meetings - 8:20 p.m.</u></b>	<b>291</b>
<b>M. <u>Upcoming Events</u></b>	
1. BEHS Graduation - Tuesday, May 26, 2026 at 6:00 at Weber State University	
2. BRHS Graduation - Wednesday, May 27, 2026 at 8:00 pm at BRHS	
3. Sunrise Graduation - Thursday, June 11, 2026 at 6:00 pm at BEHS	
<b>N. <u>Board Handbook</u></b>	<b>293</b>
<b>O. <u>Closed Session to Discuss Purchase, Exchange, or Lease of Real Property - 8:25 p.m.</u></b>	
<b>P. <u>Closed Session to Discuss the Character or Professional Competence of an Individual - 8:45 p.m.</u></b>	
<b>Q. <u>Adjournment - 9:15 p.m.</u></b>	
The next meeting of the Board of Education will be held on Wednesday, March 11, 2026, with a Work Session at 5:30 and a Regular Session at 6:30 p.m., at the Independent Life Skills Center, 960 S Main St, Brigham City, Utah.	





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**Special  
Olympics**  
Utah



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# BL REPS

GET YOUR REPS IN

RESPECT EFFORT PREPARED SAFE

Ben Leland COMMUNITY





HOME	0	PERIOD	1	GUEST	0
WON	0	T.O.L.	2	W.O.M.	0
MATCH		2		0	

EFFORT PREPARED SAFE

PROUD TO BE A SCOT	HOME	0	10:00	GUEST	0	GO SCOT
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BOX ELDER

BOX ELDER  
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Special Olympics Utah

THANK YOU TO OUR SPONSORS

Let me win. But, if I cannot win, let me be brave in the attempt.

21

ROY 34

8





  
**Special  
Olympics**  
Utah

GUEST  
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PLAYER FGM T.O.L. FOULS  
MATCH SCORE  
**GO!  
SCOTS**

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## **Recommendation to approve**

Submitted by: Keith Mecham

### **Recommendation:**

It is recommended that the BESD Board of Education approves the 2026-2027 BESD General Student Fees and Deposits schedule.

### **Recommended Motion:**

I move that we approve the 2026-2027 BESD General Student Fees and Deposits schedule as presented.

### **Background:**

[Draft 2026-2027 BESD Approved School Fees](#)

Annually, the General Student Fees and Deposits Schedule is approved by the school board in early Spring following 2 official opportunities for community, parent and student input.

For the past several months, each school has reviewed the provided document and have made the necessary deletions, modifications and additions.

### **Biggest Change from Previous year:**

[Marching Band at BEHS Spending Plan](#)

### **Policy Implications:**

Policy 5230: [Student Fees/Fee Waiver](#)

### **Financial Implications:**

None for the district.

### **Staff Implications:**

No additional implications

# 2026 - 2027 BESD Maximum General Student Fees & Deposits Schedule

**Approved on Feb 11, 2026 by School Board 7-0 vote**

Beginning this year, the school board voted to ensure that parents will no longer need to pay for a general class or studentbody fee. This will be a savings depending on the age of the secondary student between \$50 to \$120 per student. 25% of TSSA funds will be used to help offset the loss of revenue. This document shows the district's fee schedule and spend plan as approved by the school board that lists the anticipated types of expenditures for each fee that the BESD charges. A spend plan provides students, parents, and employees transparency by identifying a fee's funding use. In limited circumstances when fees will be used to purchase items used for more than one year, fees may be carried over from one year to the next. Otherwise, the fees must be used for current fiscal year expenditures. **The following fees represent the maximum fee that a school may charge.** Please refer to the District School Fee Policy for more information regarding maximum school fees and fee waivers.

Dear Parents,

Below you will find the state forms needed to qualify for a school fee waiver. Please complete them and turn them into your school administrator.

Estimados padres,

A continuación encontrará los formularios estatales necesarios para calificar para una escuela. exención de tarifa. Complételos y entréguelos al administrador de su escuela.

<b>Grades K-6th</b>	<b>Grades 7th-12th</b>
<b>School Fee Notice</b>	<b>School Fee Notice</b>
<a href="#">School Fees Notice for Families of Students in Grades K-6</a>	<a href="#">School Fees Notice for Families of Students in Grades 7-12</a>
<a href="#">Aviso de Cuotas Escolares Para Familias de Estudiantes de Grados K-6</a>	<a href="#">Aviso de Cuotas Escolares Para Familias de Estudiantes de Grados 7-12</a>
<b>Grades K-6th</b>	<b>Grades 7th-12th</b>
<b>School Fee Waiver Application</b>	<b>School Fee Waiver Application</b>
<a href="#">Fee Waiver Application</a>	<a href="#">Fee Waiver Application</a>
<a href="#">Solicitud de Exención de Cuotas</a>	<a href="#">Solicitud de Exoneracion de Cuotas</a>
<b>Grades K-12th</b>	
<b>School Fees Decision and Appeal Form</b>	
<a href="#">Fee Waiver Decision and Appeal Form</a>	
<a href="#">Formulario de Decisión y Apelación de Exención de Cuotas</a>	
<b>Grades K-12th</b>	
<b>School Fees Service Agreement</b>	
<a href="#">Service Agreement</a>	
<a href="#">Acuerdo de servicio</a>	
<b>Box Elder School District Policies Related to School Fees/Waivers/Donations ect..</b>	
<a href="#">District Policy 5230 - School Fees</a>	
<a href="#">District Policy 5310 - Fundraising</a>	
<a href="#">District Policy 5312 - Non-School &amp; Private Fundraising &amp; Donations</a>	

**Utah State Board of Education (USBE) Resources for Schools and Parents/Students**

[USBE School Fees Website](#)

[School Fees Forms Packet School Year 2025-2026](#)

[School Fees Frequently Asked Questions \(FAQ\)](#)

[School Fees for Parents Frequently Asked Questions \(FAQ\)](#)

[Summary of Allowable and Unallowable Fees](#)

**Box Elder School District - 6th/7th intermediate School Fee Schedule/Spend Plan**

**Approved on Feb 11, 2026 by School Board 7-0 vote**

**Maximum Fee amount total for a student for a calendar year: \$3500**

Types of Fees (both Fee Waiverable and Not Waiverable)	Spending Plan - including but not limited to..	Cost/Tri
<b>SCHOOL FEES (Fee Waivers Apply)</b>		<b>Spending Plan</b>
		<b>Cost</b>
CLASS CHANGE	Extra time for reimbursement/addiitional charges	\$15.00
DUAL/SPLIT ENROLLMENT FEE	For scheduling, coordination with out of district school	\$75.00
FIELD TRIP FEE	Transportation, admission, food	\$15.00
MUSIC INSTRUMENT RENTAL (per trimester)	Replacement and repair costs	\$50.00
SUMMER SCHOOL REGISTRATION	Paperwork and oversight of credit	\$50.00
<b>OPTIONAL FEES (Non-Waiverable)</b>		<b>Spending Plan</b>
		<b>Cost</b>
LOCKER FEE (optional to rent)	\$1 Per trimester for cleaning and upkeep	\$3.00
PE clothing (optional to purchase)	ACYI: The current prices are: \$20 for the set of clothes or \$10 each. Bag is \$5.00	\$25.00
YEARBOOK (optional to purchase)	Cost of book	\$25.00

## Box Elder School District - 8th/9th Middle School Fee Schedule/Spend Plan

**Approved on Feb 11, 2026 by School Board 7-0 vote**

**Maximum Fee amount total for a student for a calendar year: \$3500**

Types of Fees (both Fee Waiverable and Not Waiverable)	Spending Plan - including but not limited to..	Cost/Tri
<b>SCHOOL FEES (Fee Waivers Apply)</b>		
	<b>Spending Plan</b>	<b>Cost</b>
CLASS CHANGE	Extra time for reimbursement/addiitional charges	\$15.00
DRIVERS EDUCATION FEE	\$55 - Class, \$140 Driving behind the wheel, \$25 Driving Test	\$220.00
DUAL/SPLIT ENROLLMENT FEE	For scheduling, coordination with out of district school	\$75.00
FIELD TRIP FEE	Transportation, admission, food	\$15.00
MUSIC INSTRUMENT RENTAL (per trimester)	Replacement and repair costs	\$50.00
SUMMER SCHOOL REGISTRATION	Paperwork and oversight of credit	\$50.00
UNIFORM RENTAL & CLEANING - Music Dept	Replacement, Cleaning and Repair	\$20.00
<b>OPTIONAL FEES (Non-Waiverable)</b>		
	<b>Spending Plan</b>	<b>Cost</b>
HIGH SCHOOL ATHLETIC GAME PASS (Optional for BRMS 9th graders - paid to HS financial secretary)	Admission to home games for Football, Volleyball, Boys and Girls Wrestling, Boys and Girls Basketball (If not purchased, each game will cost a student \$5 for entry.)	\$30.00 [1]
Intervention Student Drug Testing	This fees covers a cost of a Tier 2 & 3 drug testing intervention for students	\$25.00
LOCKER FEE (optional to rent)	\$1 Per trimester for cleaning and upkeep	\$3.00
YEARBOOK (optional to purchase)	Cost of book	\$25.00

## Box Elder School District - 10th-12th High School Fee Schedule/Spend Plan

**Approved on Feb 11, 2026 by School Board 7-0 vote**

**Maximum Fee amount total for a student for a calendar year: \$3500**

Types of Fees (both Fee Waiverable and Not Waiverable)	Spending Plan - including but not limited to..	Cost/Tri
<b>SCHOOL FEES (Fee Waivers Apply)</b>		
	<b>Spending Plan</b>	<b>Cost</b>
ADULT EDUCATION REGISTRATION	Paperwork, Registration, Supplies	\$50.00
ADULT EDUCATION COURSE RE-ACTIVATION FEE	Reregistration paperwork	\$5.00
ADULT EDUCATION RE-ENROLLEMENT FEE	Re-enrollment Paperwork	\$15.00
BRIDGERLAND CLASSES	Fees will vary per class and will be charged and collected by Bridgerland	Prices Vary
CLASS CHANGE	Extra time for reimbursement/additional charges	\$15.00
DRIVERS EDUCATION FEE	\$55 - Class, \$140 Driving, \$25 Driving Test	\$220.00
DUAL/SPLIT ENROLLMENT FEE	For scheduling, coordination with out of district school	\$75.00
FIELD TRIP FEE	Transportation, admission, food	\$15.00
MUSIC INSTRUMENT RENTAL (per trimester)	Replacement and repair costs	\$50.00
SUMMER SCHOOL REGISTRATION	Paperwork and oversight of credit	\$50.00
UNIFORM RENTAL & CLEANING - Music Dept	Replacement, Cleaning and Repair	\$20.00
STUDENT DANCES/STOMPS PER DANCE	Admission, Supplies, decorations, food	\$50.00 [2]
<b>OPTIONAL FEES (Non-Waiverable)</b>		
	<b>Spending Plan</b>	<b>Cost</b>
ADVANCED PLACEMENT (AP) TESTS	Cost of the test - prices vary per test	\$100 Approx
CAPS & GOWNS FOR GRADUATION	Cost of graduation supplies	\$40 Approx
CONCURRENT ENROLLMENT COLLEGE CLASSES	Approximate price/class set by universities and paid to university including application and book fees	Price varies
Intervention Student Drug Testing	This fees covers a cost of a Tier 2 & 3 drug testing intervention for students	\$25.00
LOCKER FEE	\$1 Per trimester for cleaning and upkeep	\$3.00
PREFERRED PARKING PASS	Cost is per trimester	\$20/tri
YEARBOOK	Cost of book	\$50.00

## 2025 - 2026 BESD Maximum General Student Fees & Deposits Schedule

**Approved on Feb 11, 2026 by School Board 7-0 vote**

**Maximum Fee amount total for a student for a calendar year: \$3500**

### Policy 5230 - School Fees

**Student Fees/Fee Waiver, Fines, and Charges requires that,** "Fees for school-sponsored activities, including expenditures for activities, uniforms, clubs, clinics, travel, and subject area vocational leadership organizations shall be kept to a minimum to allow equal opportunity for participation. Fees for extracurricular activities sponsored by the Utah High School Activities Association shall not exceed limits established thereby."

### Policy 5226 - Activity Disclosure Statements

**Each Coach, Advisor or Supervisor of each activity listed below, will provide annually to parents and students (before tryouts) an Activity Disclosure Statement that will give details including expected fees of the respective activity, club or sport. These lists are available on each school's website under the school fees tab.**

\* BESD per sport/activity maximum includes participation fee, transportation, drug testing, officials, uniforms, equipment refurbishing, participant packs, off-campus and on-campus clinics, and other associated travel costs. Schools may charge less than the approved fees.

<b>*BESD Athletic Team Fees</b>		<b>UHSAA Activities</b>		<b>Co-Curricular Club Fees</b>		<b>Non-Curricular Club Fees</b>	
Out of State travel not included		Overnight travel not included		Overnight travel not included		Overnight travel not included	
Baseball	\$800	<b>Band: Jazz &amp; Marching (Summer)</b>	\$50	<b>All Clubs Not Listed</b>	\$15	<b>All Clubs Not Listed</b>	\$15
Basketball	\$800	<b>Band: Marching @ BEHS</b>	\$800 [3]	<b>AP Psychology</b>	\$25	<b>Chess</b>	\$25
Cheerleaders	\$1,850	<b>Choir (All-State)</b>	\$250	<b>Arioso</b>	\$150	<b>Color Guard</b>	\$850
Cross Country	\$800	<b>Debate</b>	\$75	<b>Auto Club</b>	\$25	<b>Eagle Eye News</b>	\$25
Drill Team	\$1,850	<b>ESports</b>	\$75	<b>BEE Buddies</b>	\$25	<b>Hope Squad</b>	\$50
Football	\$800	<b>Speech &amp; Debate</b>	\$250	<b>Chamber/Show Choir</b>	\$75	<b>Interact</b>	\$25
Golf	\$800	<b>Theatre (Competitive)</b>	\$350	<b>Concert Choir</b>	\$50	<b>Key Club</b>	\$25
Lacrosse	\$800			<b>Dance Company</b>	\$300	<b>Mine Craft</b>	\$200
Soccer	\$800			<b>FBLA</b>	\$225	<b>Peer Sports Advisor</b>	\$35
Softball	\$800			<b>FCCLA</b>	\$265	<b>Snowboarding &amp; Ski Club</b>	\$120
Swimming	\$800			<b>FFA</b>	\$275	<b>Swarm Trooper</b>	\$50
Tennis	\$800			<b>HOSA</b>	\$170	<b>Robotics (Elementary)</b>	\$75
Track & Field	\$800			<b>Journalism Club</b>	\$115	<b>Turning Point USA Club</b>	\$35
Volleyball	\$800			<b>Latinos in Action</b>	\$50	<b>Water Polo Club</b>	\$390
Wrestling	\$800			<b>Madrigals</b>	\$250		
Weightlifting (Summer)	\$50 [4]			<b>NHS/NJHS</b>	\$50		

Weightlifting (IHC) - BRHS	\$35				Orchestra	\$50	
					Pentathlon	\$25	
					School Musical / Play	\$350	
					Skills USA - CTE	\$85	
					Student Government	\$650	
					Tech Crew	\$25	
					TSA / Robotics	\$1,100 [5]	

* Athletic Participation Fee		Post Season Fees		Overnight Travel as approved by the District			
Sport Participation Fee covers, transportation, officials, drug fee and athletic budget expenses (Athletes that play more than 1 sport in a season, only pay this fee once)	20/Sport [6]	If a team qualifies for a UHSAA Post Season Competition, an additional \$100 per night fee in addition to the maximums listed below may be charged to cover student room and board per day, if necessary.	up to \$100/night	In the State of Utah per night (includes Hotel, Breakfast, Lunch and Dinner ) The per diem rates are 80% of the state approved levels. Expenses approved by AD in advance	\$100 / Night or current market value.	Out of the State of Utah per night (includes Hotel, Breakfast, Lunch and Dinner ) Contact the District Accounts Payable Clerk for out of state per diem rates. Expenses approved by AD in advance	\$245/Night or current market value.

### Off-Season Camps, Clinics, Tournaments

Camps, Clinics and Tournaments during the off-season are optional to attend. If a student wants to attend a summer camp sponsored by BESD, there will be additional fees and expenses and will be listed in the specific sport tab below. However, fee waivers still apply.

### Fee Waivers Apply Unless Noted

[Box Elder High School Athletic/Activity Fees](#)

[Bear River High School Athletic/Activity Fees](#)

[Box Elder Middle School Activity Fees](#)

[Bear River Middle School Activity Fees](#)

[Young Intermediate Activity Fees](#)

[Harris Intermediate Activity Fees](#)

[Elementary Extracurricular Club \(Robotics/TSA\)](#)

[1] This fee will be available for Western School 9th and 10th graders to attend BRHS activities.

[2] This fee will be available for Western School 10th graders to attend BRHS activities.

[3] See line 41 below under Box Elder High School to see the fee breakdown.

[4] This fee allows any student that wants access to the weight room during the summer to lift the ability to do so with proper supervision, coaching and support.

[5] For those that qualify for state and national contests, other overnight travel will apply - See Spending plan.

[6] up to \$30 to the Sport Budget

\$25 to General Athletic Budget

\$25 to District for Referees/Coaches pay

\$30 to District for Transportation

up to \$10 for Drug Testing Fee

## **Recommendation to the Box Elder School District Board of Education**

Submitted by Corey Thompson, Facilities Director

11 February, 2026

### **Recommendation:**

Each year a budget is established for capital improvement projects throughout the school district. Working with Neil Stevens, Business Administrator, and the Facilities Advisory Committee we have compiled a budget for Fiscal Year 2027. The total for all proposed projects is \$3,092,220.

### **Recommended Motion:**

*I move the proposed Fiscal Year 2027 budget for capital improvement projects be approved for \$3,092,220.*

### **Background:**

Each year a budget is proposed for approval by the Box Elder School District Board of Education as a way to fund the ongoing repair and improvement needs throughout the school district. The proposed budget is attached in Board Book and broken down according to categories of prioritization. The total for all proposed projects is \$3,092,220. The prioritization was established in a meeting with the Facilities Advisory Committee on Wednesday, February 04, 2026.

### **Procedural Implications:**

District Policy 2010, 2150

### **Staff Implications:**

None

**BESD - FY 2027 Proposed for Capital Improvements**

<b>PRIORITY LEVEL</b>	<b>DECIDING FACTORS</b>			<b>COST PER PRIORITY</b>
<b>H = High Priority</b>	Life Safety <b>and/or</b> Significant for campus functionality and longevity		<b>H = High Priority</b>	<b>\$ 1,924,220.00</b>
<b>M = Medium Priority</b>	Issues to be addressed now or in the near future		<b>M = Medium Priority</b>	<b>\$ 750,000.00</b>
<b>L = Low Priority</b>	Issues that will need to be addressed at some point		<b>L = Low Priority</b>	<b>\$ 333,000.00</b>
<b>Location</b>	<b>Priority Level</b>	<b>Project Description</b>	<b>Estimate</b>	<b>Clarification</b>
ACHI	H	Seal coat east parking & bus drive	\$ 6,120.00	
ACHI	H	Replace asphalt in the west parking lot and drive	\$ 160,000.00	
ACYI	L	Infill south west corner by chiller concrete	\$ 13,000.00	
BEHS	H	Reroof the two classroom wings	\$ 400,000.00	
BEHS Nat	L	Repair/Replace gutters and coping stones	\$ 130,000.00	
BRHS Nat	L	Repair/Replace gutters and coping stones	\$ 130,000.00	
BRMS	M	Replace gym Bleachers (original set)	\$ 315,000.00	
Fielding Elementary	L	Infill parking Islands with concrete	\$ 40,000.00	
Fielding Elementary	M	Create additional Parking on the north side	\$ 130,000.00	
Garland Elementary	H	Create additional parking on the north east corner	\$ 375,000.00	
Garland Elementary	H	Seal coat playground asphalt	\$ 11,500.00	
Garland Elementary	M	Remodel tiered computer lab into general classroom	\$ 65,000.00	
McKinley Elementary	M	Create additional parking on the east	\$ 175,000.00	
Park Valley	H	Seal coat parking lot asphalt	\$ 14,250.00	
Snowville Elementary	H	Seal coat west parking asphalt	\$ 5,200.00	
Three-Mile Creek	L	Infill courtyard dirt areas with concrete	\$ 20,000.00	
Three-Mile Creek Elem	H	Re-roof the school	\$ 660,000.00	
Three-Mile Creek Elem	M	Remodel tiered computer lab into general classroom	\$ 65,000.00	
Willard Elementary		Replace/rebuild the retaining wall along Hwy 89 - <b>HOLD</b>	\$ 85,000.00	
Willard Elementary	H	Seal coat student drop-off on the west	\$ 2,150.00	
Vacant Property Maint.	H	Meadow grasses, weeds, trees	\$ 40,000.00	
Contingency	H	Unforeseen cost increases	\$ 250,000.00	
		<b>Total</b>	<b>\$ 3,092,220.00</b>	

## **Recommendation for approval of the revision to the Discovery TSSA Plan.**

**Submitted by:** Heidi Jo West, Assistant Superintendent of Elementary Teaching and Learning, on behalf of Todd Barrow, Discovery School Principal

**Recommendation:** It is recommended that the Box Elder School District Board of Education approve the Revision to Discovery's Teacher and Student Success Plan as submitted.

### **Recommended Motion:**

*I move that the BESD Board of Education approve the Discovery Elementary School's revision to their Student Success Plans and for the schools in Box Elder School District for the 2025-2026 school year.*

### **Background:**

Discovery originally budgeted \$12,000, anticipating taking team leader teachers to a PLC at Work conference. However, the district is already providing ongoing, similar professional development for team leaders with the Leading PLCs at Work Districtwide book study with Janel Keating throughout the year, eliminating the need to take these teachers to a conference.

For the past 2+ years, Discovery has budgeted funds to replace old Smartboards with new Samsung Flip interactive whiteboards, including \$17,921 in the 2025-26 school year, of which \$16,603.93 has been spent. For an additional \$7115.97, Discovery could complete the full transition to the new interactive whiteboards in all general education classrooms.

These adjustments were discussed and approved by the Discovery School Community Council on January 26th.

### **Policy Implications:**

This action will have no policy implications. All funds are being used within policy guidelines for approved purposes.

### **Financial Implications:**

There are no known negative consequences. To meet our goals and be financially responsible with our TSSA funds, an adjusted spending plan was created that still aligns with our plan and goals.

- Proposed adjustments are:
  - add \$7116 to Instructional Technology from Professional Learning For Staff, leaving \$6201.07 left in Professional Learning For Staff.

**Staff Implications**

This TSSA plan adjustment allows us to create equity among all grade levels in instructional technology, complete the transition ahead of schedule, and still leave funds available for other staff professional development opportunities.

<b>TSSA</b>	<b>Total Allocated</b>	<b>\$119,433</b>					
<b>Goal # Action Step #</b>	<b>List Expense Here</b>	<b>Total</b>	<b>Salaries 100</b>	<b>*1.0725 NonCont *1.3134 Cont Employee Benefits 200</b>	<b>Purchased Professional &amp; Tech Services 300</b>	<b>Travel 580</b>	<b>Supplies and Materials 600</b>
Goal 1, Step 5 Goal 2, Step 5	Instructional Paras	\$69,033.17	\$64,370.10	\$4,663.07			
Goal 1, Step 1	Reading Curriculum	\$2,000.00					\$2,000.00
Goal 1, Step 3 Goal 2, Step 6	Professional Learning For Staff	\$12,000.00				\$12,000.00	
Goal 1, Step 2, 6 Goal 2, Step 4	Teacher Stipends for Leadership	\$5,499.83	\$4,187.70	\$1,312.13			
Goal 1, Step 5 Goal 2, Step 5	Substitutes for PD and IEPs	\$4,000.00			\$4,000.00		
Goal 1, Step 8	Teacher Appreciation Recognition	\$5,900.00					\$5,900.00
Goal 1, Step 4	Instructional Tech. (Interactive whiteboards)	\$17,921.00					\$17,921.00
Goal 1, Step 7 Goal 2, Step 7	Before/After School STEAM Clubs Stipend	\$2,579.00	\$2,500.00	\$79.00			
	Before/After School STEAM Clubs Supplies	\$500.00					\$500.00
		\$0.00					
		\$0.00					
		\$0.00					
	<b>Total Subcategories</b>	<b>\$119,433.00</b>	<b>\$71,057.80</b>	<b>\$6,054.20</b>	<b>\$4,000.00</b>	<b>\$12,000.00</b>	<b>\$26,321.00</b>

**Box Elder School District**  
**Recommendation to Approve Sale of Real Property**

**Sale of Property Located at 8300 S 950 W South Willard, UT 84340**

**Recommendation:** It is recommended that the Board of Education approve the sale of the property located at 8300 S 950 W South Willard, UT 84340, parcel ID# 01-045-0114.

**Recommended Motion:** *I move that the BESD Board of Education* approve the real estate sale contract for the property located at 8300 S 950 W Willard, UT 84340, parcel ID# 01-045-0114, in the amount of \$ [REDACTED] to [REDACTED].

**Background:** The district has owned this parcel for over 15 years. The parcel is 14 acres in size and does not provide adequate access points for the construction of a school. The parcel was declared surplus previously and has been marketed by our real estate agent. Two written offers were received.

**Policy Implications:** None

**Financial Implications:** Proceeds from this sale of this parcel will be deposited into the capital outlay fund to be used exclusively for the capital needs of the District.

**Staff Implications:** None at this time.



**BOX ELDER  
SCHOOL DISTRICT**

*Learning is Everything*

*Steven E. Carlsen,  
Superintendent*

O. Jay & Tamra Call Education Center  
960 South Main  
Brigham City, UT 84302  
435-734-4800  
Fax 435-734-4833  
[www.besd.net](http://www.besd.net)

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February 11, 2026

Dear Box Elder Board of Education:

I am announcing my retirement from Box Elder School District and the Utah State Retirement System. My current contract with Box Elder School District runs until June 30, 2026. I will fulfill that contract.

Respectfully,

Steve Carlsen  
Superintendent  
Box Elder School District

**MONTHLY FINANCIAL REPORT**  
**NOVEMBER 30, 2025**

	<b>ENDING JANUARY 2026</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed:</b>			<b>58%</b>	<b>58%</b>		
	<b>Percent of 9 month contract completed</b>			<b>56%</b>	<b>56%</b>		
<b>1</b>	<b>GENERAL FUND (M&amp;O) FUND (10):</b>						
<b>2</b>							
<b>3</b>	<b>REVENUE:</b>						
<b>4</b>	<b>Local</b>						
<b>5</b>	<b>Property</b>	35,711,452	29,962,127	83.9%	87.4%	29,775,070	34,066,920
<b>6</b>	<b>Tuitions</b>	250,000	134,289	53.7%	50.5%	164,550	325,805
<b>7</b>	<b>Investment Earnings</b>	2,100,000	788,094	37.5%	43.6%	891,658	2,043,890
<b>8</b>	<b>Indirect Costs</b>	500,000	0	0.0%	0.0%		864,147
<b>9</b>	<b>Rental Fees/Building/Ft</b>	90,000	93,998	104.4%	27.3%	67,128	246,172
<b>10</b>	<b>Other</b>	950,000	252,979	26.6%	24.1%	700,627	2,904,620
<b>11</b>	<b>State</b>	102,201,365	65,339,759	63.9%	62.9%	58,575,061	93,124,358
<b>12</b>	<b>Federal</b>	5,100,000	934,454	18.3%	29.4%	2,521,071	8,561,377
<b>13</b>	<b>Misc./ Fund Bal</b>	0	-4,230,252	0.0%	0.0%	2,554	-
<b>14</b>	<b>TOTAL M &amp; O</b>						
<b>15</b>	<b>REVENUE</b>	<b>146,902,817</b>	<b>93,275,447</b>	<b>63.5%</b>	<b>0.0%</b>	<b>92,697,719</b>	<b>142,137,289</b>
<b>16</b>	<b>Beg Balance</b>	<b>21,161,084</b>	<b>21,161,084</b>				
<b>17</b>	<b>Less:</b>	<b>142,945,320</b>	<b>73,836,187</b>				
<b>18</b>	<b>Ending Balance</b>	<b>25,118,581</b>	<b>40,600,344</b>				
<b>19</b>	<b>TOTAL M &amp; O FUNDS</b>						
<b>20</b>	<b>available</b>	<b>25,118,581</b>	<b>40,600,344</b>			<b>92,697,719</b>	<b>142,137,289</b>
<b>21</b>							
<b>22</b>	<b>EXPENDITURES:</b>						
<b>23</b>	<b>Instruction (1000)</b>						
<b>24</b>	<b>Salaries</b>	64,102,681	33,181,853	51.8%	50.0%	30,667,806	61,347,916
<b>25</b>	<b>Benefits</b>	21,458,740	12,328,353	57.5%	51.4%	11,481,101	22,345,584
<b>26</b>	<b>Purchased Serv.</b>	3,824,104	1,278,210	33.4%	50.2%	1,561,243	3,110,579
<b>27</b>	<b>Supplies/Textbooks</b>	5,385,400	2,345,078	43.5%	52.4%	1,857,250	3,543,860
<b>28</b>	<b>Equipment</b>	1,600,000	2,752	0.2%	30.0%	110,400	368,296
<b>29</b>	<b>Other</b>	850,000	63,692	7.5%	236078.5%	413,137	175
<b>30</b>	<b>Total</b>	<b>97,220,925</b>	<b>49,199,937</b>	<b>50.6%</b>	<b>50.8%</b>	<b>46,090,937</b>	<b>90,716,410</b>
<b>31</b>							
<b>32</b>	<b>Student Services (2100)</b>						
<b>33</b>	<b>Salaries</b>	4,533,200	2,574,540	56.8%	46.9%	2,282,930	4,868,033
<b>34</b>	<b>Benefits</b>	1,621,270	967,162	59.7%	47.5%	863,920	1,817,627
<b>35</b>	<b>Other</b>	610,000	185,883	30.5%	34.4%	163,538	475,218
<b>36</b>	<b>Total</b>	<b>6,764,471</b>	<b>3,727,585</b>	<b>55.1%</b>	<b>46.2%</b>	<b>3,310,387</b>	<b>7,160,878</b>
<b>37</b>							
<b>38</b>	<b>Instructional Staff (2200)</b>						
<b>39</b>	<b>Salaries</b>	2,044,647	1,091,977	53.4%	53.5%	994,605	1,858,118
<b>40</b>	<b>Benefits</b>	703,766	406,918	57.8%	54.6%	383,907	703,310
<b>41</b>	<b>Other</b>	903,373	525,715	58.2%	49.6%	509,130	1,026,158
<b>42</b>	<b>Total</b>	<b>3,651,787</b>	<b>2,024,609</b>	<b>55.4%</b>	<b>52.6%</b>	<b>1,887,642</b>	<b>3,587,586</b>
<b>43</b>							

**MONTHLY FINANCIAL REPORT**  
**NOVEMBER 30, 2025**

	<b>ENDING JANUARY 2026</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed:</b>			<b>58%</b>	<b>58%</b>		
	<b>Percent of 9 month contract completed</b>			<b>56%</b>	<b>56%</b>		
<b>44</b>	<b>District Administration (2300)</b>						
<b>45</b>	<b>Salaries</b>	<b>638,042</b>	<b>345,649</b>	<b>54.2%</b>	<b>52.2%</b>	<b>317,421</b>	<b>608,601</b>
<b>46</b>	<b>Benefits</b>	<b>229,090</b>	<b>125,080</b>	<b>54.6%</b>	<b>55.2%</b>	<b>123,233</b>	<b>223,395</b>
<b>47</b>	<b>Purch Services</b>	<b>270,000</b>	<b>11,216</b>	<b>4.2%</b>	<b>24.1%</b>	<b>125,350</b>	<b>519,217</b>
<b>48</b>	<b>Liability Insurance</b>	<b>274,944</b>	<b>0</b>	<b>0.0%</b>	<b>100.0%</b>	<b>229,120</b>	<b>229,120</b>
<b>49</b>	<b>Supplies</b>	<b>101,420</b>	<b>1,347</b>	<b>1.3%</b>	<b>72.2%</b>	<b>38,302</b>	<b>53,031</b>
<b>50</b>	<b>Other</b>	<b>55,000</b>	<b>25,739</b>	<b>46.8%</b>	<b>96.6%</b>	<b>28,924</b>	<b>29,939</b>
<b>51</b>	<b>Total</b>	<b>1,568,495</b>	<b>509,030</b>	<b>32.5%</b>	<b>51.8%</b>	<b>862,350</b>	<b>1,663,303</b>
<b>52</b>							
<b>53</b>	<b>School Administration (2400)</b>						
<b>54</b>	<b>Salaries</b>	<b>6,030,960</b>	<b>3,246,505</b>	<b>53.8%</b>	<b>56.4%</b>	<b>2,909,261</b>	<b>5,158,344</b>
<b>55</b>	<b>Benefits</b>	<b>2,323,042</b>	<b>1,199,414</b>	<b>51.6%</b>	<b>56.8%</b>	<b>1,111,208</b>	<b>1,957,534</b>
<b>56</b>	<b>Prof Serv/Travel</b>	<b>99,772</b>	<b>49,317</b>	<b>49.4%</b>	<b>39.1%</b>	<b>53,049</b>	<b>135,835</b>
<b>57</b>	<b>Other</b>	<b>14,454</b>	<b>15,057</b>	<b>104.2%</b>	<b>8.0%</b>	<b>14,545</b>	<b>180,984</b>
<b>58</b>	<b>Total</b>	<b>8,468,228</b>	<b>4,510,292</b>	<b>53.3%</b>	<b>55.0%</b>	<b>4,088,063</b>	<b>7,432,697</b>
<b>59</b>							
<b>60</b>	<b>Business &amp; Support (2500)</b>						
<b>61</b>	<b>Salaries</b>	<b>844,343</b>	<b>432,017</b>	<b>51.2%</b>	<b>58.8%</b>	<b>399,552</b>	<b>679,648</b>
<b>62</b>	<b>Benefits</b>	<b>389,903</b>	<b>145,580</b>	<b>37.3%</b>	<b>60.8%</b>	<b>147,807</b>	<b>243,291</b>
<b>63</b>	<b>Purchased Services</b>	<b>406,183</b>	<b>473,599</b>	<b>116.6%</b>	<b>49.7%</b>	<b>197,310</b>	<b>396,650</b>
<b>64</b>	<b>Other</b>	<b>159,000</b>	<b>38,298</b>	<b>24.1%</b>	<b>1.2%</b>	<b>559</b>	<b>45,915</b>
<b>65</b>	<b>Total</b>	<b>1,799,429</b>	<b>1,089,494</b>	<b>60.5%</b>	<b>54.6%</b>	<b>745,228</b>	<b>1,365,504</b>
<b>66</b>							
<b>67</b>	<b>Operation &amp; Maintenance (2600)</b>						
<b>68</b>	<b>Salaries</b>	<b>6,848,485</b>	<b>3,872,462</b>	<b>56.5%</b>	<b>58.8%</b>	<b>3,727,768</b>	<b>6,335,971</b>
<b>69</b>	<b>Benefits</b>	<b>2,411,429</b>	<b>1,396,022</b>	<b>57.9%</b>	<b>59.7%</b>	<b>1,369,985</b>	<b>2,293,643</b>
<b>70</b>	<b>Electricity</b>	<b>1,511,127</b>	<b>673,426</b>	<b>44.6%</b>	<b>72.8%</b>	<b>863,430</b>	<b>1,186,148</b>
<b>71</b>	<b>Purchased Service</b>	<b>802,000</b>	<b>566,902</b>	<b>70.7%</b>	<b>54.4%</b>	<b>451,780</b>	<b>829,958</b>
<b>72</b>	<b>Telephone</b>	<b>230,000</b>	<b>56,207</b>	<b>24.4%</b>	<b>41.1%</b>	<b>47,565</b>	<b>115,719</b>
<b>73</b>	<b>Natural Gas</b>	<b>895,300</b>	<b>211,749</b>	<b>23.7%</b>	<b>39.4%</b>	<b>201,923</b>	<b>511,966</b>
<b>74</b>	<b>Prop Insurance</b>	<b>345,000</b>	<b>304,650</b>	<b>88.3%</b>	<b>100.0%</b>	<b>206,810</b>	<b>206,810</b>
<b>75</b>	<b>Repair</b>	<b>700,250</b>	<b>176,778</b>	<b>25.2%</b>	<b>57.0%</b>	<b>154,712</b>	<b>271,410</b>
<b>76</b>	<b>Supplies</b>	<b>1,020,000</b>	<b>637,637</b>	<b>62.5%</b>	<b>162.2%</b>	<b>534,349</b>	<b>329,411</b>
<b>77</b>	<b>Other Property</b>	<b>750</b>	<b>199,975</b>	<b>26663.3%</b>	<b>100.0%</b>	<b>361</b>	<b>361</b>
<b>78</b>							
<b>79</b>	<b>Total</b>	<b>14,764,341</b>	<b>8,095,807</b>	<b>54.8%</b>	<b>62.6%</b>	<b>7,558,683</b>	<b>12,081,397</b>
<b>80</b>							

**MONTHLY FINANCIAL REPORT**  
**NOVEMBER 30, 2025**

	<b>ENDING JANUARY 2026</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed</b>			<b>58%</b>	<b>58%</b>		
	<b>Percent of 9 month contract completed</b>			<b>56%</b>	<b>56%</b>		
<b>81</b>	<b>Transportation (2700)</b>						
<b>82</b>	<b>Salaries</b>	<b>4,036,067</b>	<b>2,256,862</b>	<b>55.9%</b>	<b>53.7%</b>	<b>2,113,257</b>	<b>3,933,171</b>
<b>83</b>	<b>Benefits</b>	<b>1,231,047</b>	<b>760,442</b>	<b>61.8%</b>	<b>56.6%</b>	<b>716,012</b>	<b>1,265,056</b>
<b>84</b>	<b>Purch Serv</b>	<b>359,416</b>	<b>288,375</b>	<b>80.2%</b>	<b>49.2%</b>	<b>279,325</b>	<b>567,867</b>
<b>85</b>	<b>Fuel</b>	<b>931,280</b>	<b>318,441</b>	<b>34.2%</b>	<b>56.8%</b>	<b>462,770</b>	<b>814,922</b>
<b>86</b>	<b>Supplies</b>	<b>829,655</b>	<b>312,888</b>	<b>37.7%</b>	<b>54.8%</b>	<b>327,380</b>	<b>597,704</b>
<b>87</b>	<b>Other/Property</b>	<b>142,010</b>	<b>162,069</b>	<b>114.1%</b>	<b>52.3%</b>	<b>1,840</b>	<b>3,516</b>
<b>88</b>	<b>Total</b>	<b>7,529,475</b>	<b>4,099,077</b>	<b>54.4%</b>	<b>54.3%</b>	<b>3,900,584</b>	<b>7,182,235</b>
<b>89</b>							
<b>90</b>	<b>Community Services (3300)</b>						
<b>91</b>	<b>Salary</b>	<b>788,616</b>	<b>385,964</b>	<b>48.9%</b>	<b>57.3%</b>	<b>427,270</b>	<b>746,221</b>
<b>92</b>	<b>Benefits</b>	<b>233,504</b>	<b>109,501</b>	<b>46.9%</b>	<b>57.4%</b>	<b>125,836</b>	<b>219,166</b>
<b>93</b>	<b>Purchased Serv</b>	<b>20,000</b>	<b>13,303</b>	<b>66.5%</b>	<b>44.9%</b>	<b>6,747</b>	<b>15,025</b>
<b>94</b>	<b>Supplies/Util</b>	<b>110,500</b>	<b>58,504</b>	<b>52.9%</b>	<b>50.2%</b>	<b>42,732</b>	<b>85,198</b>
<b>95</b>	<b>Property</b>	<b>15,000</b>	<b>8,783</b>	<b>58.6%</b>	<b>12.6%</b>	<b>1,220</b>	<b>9,677</b>
<b>96</b>	<b>Other Objects</b>	<b>10,550</b>	<b>4,299</b>	<b>40.7%</b>	<b>40.9%</b>	<b>3,732</b>	<b>9,124</b>
<b>97</b>	<b>Desig. Fund Bal</b>						
<b>98</b>	<b>Total</b>	<b>1,178,170</b>	<b>580,354</b>	<b>49.3%</b>	<b>56.0%</b>	<b>607,537</b>	<b>1,084,412</b>
<b>99</b>	<b>Total Expenditures</b>	<b>142,945,320</b>	<b>73,836,187</b>	<b>51.7%</b>	<b>52.2%</b>	<b>69,051,412</b>	<b>132,274,421</b>
<b>100</b>	<b>Interfund Trans</b>					<b>0</b>	<b>-</b>
<b>101</b>	<b>Change Desig Fund Bal</b>						
<b>102</b>	<b>Other/Budget Cuts</b>						
<b>103</b>	<b>TOTAL EXPENDITURERS</b>						
<b>104</b>	<b>M &amp; O</b>	<b>142,945,320</b>	<b>73,836,187</b>	<b>51.65%</b>	<b>52.2%</b>	<b>69,051,412</b>	<b>132,274,421</b>
<b>105</b>							

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	<b>ENDING JANUARY 2026</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed:</b>			<b>58%</b>	<b>58%</b>		
	<b>Percent of 9 month contract completed</b>			<b>56%</b>	<b>56%</b>		
<b>106</b>	<b>School Activity Fund (21)</b>						
<b>107</b>							
<b>108</b>	<b>REVENUE:</b>						
<b>109</b>	<b>School Deposits</b>	<b>4,553,039</b>	<b>3,441,503</b>	<b>75.6%</b>	<b>62.1%</b>	<b>3,177,436</b>	<b>5,116,742</b>
<b>110</b>							
<b>111</b>	<b>Other</b>						
<b>112</b>	<b>Total Revenue</b>	<b>4,553,039</b>	<b>3,441,503</b>	<b>75.6%</b>	<b>62.1%</b>	<b>3,177,436</b>	<b>5,116,742</b>
<b>113</b>	<b>EXPENDITURES:</b>						
<b>114</b>	<b>Purchased Services</b>	<b>750,000</b>	<b>300,797</b>	<b>40.1%</b>	<b>43.0%</b>	<b>186,515</b>	<b>433,895</b>
<b>115</b>	<b>Supplies</b>	<b>2,860,000</b>	<b>2,147,448</b>	<b>75.1%</b>	<b>42.0%</b>	<b>1,732,191</b>	<b>4,127,283</b>
<b>116</b>	<b>Equipment/Property</b>	<b>40,000</b>	<b>0</b>	<b>0.0%</b>	<b>100.0%</b>	<b>12,370</b>	<b>12,370</b>
<b>117</b>	<b>Desig/Other/Adm</b>	<b>250,000</b>	<b>100,021</b>	<b>40.0%</b>	<b>0.0%</b>	<b>111,650</b>	<b>-</b>
<b>118</b>	<b>Total Expenditures</b>						
<b>119</b>	<b>School Activity</b>	<b>3,900,000</b>	<b>2,548,266</b>	<b>65.3%</b>	<b>44.7%</b>	<b>2,042,726</b>	<b>4,573,548</b>
<b>120</b>	<b>DEBT SERVICE FUND (31)</b>						
<b>121</b>							
<b>122</b>	<b>REVENUE:</b>						
<b>123</b>	<b>Property Tax</b>	<b>3,451,030</b>	<b>3,108,950</b>	<b>90.1%</b>	<b>85.7%</b>	<b>3,217,746</b>	<b>3,752,524</b>
<b>124</b>	<b>Interest</b>	<b>350,000</b>	<b>262,036</b>	<b>74.9%</b>	<b>48.0%</b>	<b>243,102</b>	<b>506,821</b>
<b>125</b>	<b>Other</b>						
<b>126</b>	<b>Total</b>	<b>3,801,030</b>	<b>3,370,986</b>	<b>88.7%</b>	<b>81.3%</b>	<b>3,460,848</b>	<b>4,259,345</b>
<b>127</b>	<b>Beginning Bal</b>	<b>8,982,628</b>	<b>8,982,628</b>				<b>8,546,847</b>
<b>128</b>	<b>LESS:</b>	<b>3,310,750</b>	<b>3,234,500</b>				<b>3,255,250</b>
<b>129</b>	<b>Ending Balance</b>	<b>9,472,908</b>	<b>9,119,114</b>			<b>3,460,848</b>	<b>9,550,942</b>
<b>130</b>	<b>Funds Available</b>						
<b>131</b>	<b>EXPENDITURE:</b>						
<b>132</b>	<b>Bond Debt</b>	<b>3,308,250</b>	<b>3,234,500</b>	<b>97.8%</b>	<b>100.0%</b>	<b>3,253,250</b>	<b>3,252,250</b>
<b>133</b>	<b>Fees</b>	<b>2,500</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>3,000</b>
<b>134</b>	<b>Other Uses</b>						<b>-</b>
<b>135</b>	<b>Total</b>	<b>3,310,750</b>	<b>3,234,500</b>	<b>97.7%</b>	<b>99.9%</b>	<b>3,253,250</b>	<b>3,255,250</b>

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	<b>ENDING JANUARY 2026</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed:</b>			<b>58%</b>	<b>58%</b>		
	<b>Percent of 9 month contract completed</b>			<b>56%</b>	<b>56%</b>		
<b>136</b>	<b>CAPITAL OUTLAY FUND (32)</b>						
<b>137</b>							
<b>138</b>	<b>REVENUE:</b>						
<b>139</b>	<b>Property Tax</b>	<b>19,311,054</b>	<b>16,996,340</b>	<b>88.0%</b>	<b>85.7%</b>	<b>9,311,080</b>	<b>10,858,549</b>
<b>140</b>	<b>Interest</b>	<b>770,000</b>	<b>496,053</b>	<b>64.4%</b>	<b>46.4%</b>	<b>435,323</b>	<b>937,302</b>
<b>141</b>	<b>Other</b>	<b>100,000</b>	<b>85,609</b>	<b>85.6%</b>	<b>15.3%</b>	<b>40,444</b>	<b>264,901</b>
<b>142</b>	<b>State</b>	<b>100,000</b>	<b>0</b>	<b>0.0%</b>	<b>40.6%</b>	<b>516,561</b>	<b>1,273,392</b>
<b>143</b>	<b>Federal /MBA</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>10,056</b>	<b>20,112</b>
<b>144</b>	<b>Ins./Prop.Recry</b>	<b>20,000</b>	<b>3,249</b>	<b>16.2%</b>	<b>0.0%</b>	<b>8,414</b>	<b>-</b>
<b>145</b>	<b>Total Revenue</b>	<b>20,301,054</b>	<b>17,581,251</b>	<b>86.6%</b>	<b>77.3%</b>	<b>10,321,878</b>	<b>13,354,256</b>
<b>146</b>	<b>Lease Revenue MBA</b>	<b>0</b>	<b>0</b>				
<b>147</b>	<b>Other Sources(F50)</b>	<b>0</b>	<b>0</b>				
<b>148</b>	<b>Desig. Fund Bal</b>	<b>0</b>	<b>0</b>				
<b>149</b>	<b>TOTAL REVENUE CAPITAL</b>	<b>20,301,054</b>	<b>17,581,251</b>	<b>1</b>	<b>1</b>	<b>10,321,878</b>	<b>13,354,256</b>
<b>150</b>	<b>OUTLAY</b>						
<b>151</b>	<b>Beg. Balance</b>	<b>29,332,972</b>	<b>29,332,972</b>				<b>22,309,148</b>
<b>152</b>	<b>Less:</b>	<b>27,068,700</b>	<b>8,469,388</b>				<b>11,193,670</b>
<b>153</b>	<b>Ending Balance</b>	<b>22,565,326</b>	<b>38,444,834</b>				<b>24,469,734</b>
<b>154</b>	<b>Capital Outlay Funds</b>						
<b>155</b>	<b>available</b>						

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	ENDING JANUARY 2026	2025-26	2025-26	Curr Bud vs Actual	Prev Bud vs Actual	2024-25	2024-25
	Description	Proposed	YTD	%	%	YTD	Actual
	<b>Percent of Fiscal Year completed:</b>			<b>58%</b>	<b>58%</b>		
	<b>Percent of 9 month contract completed</b>			<b>56%</b>	<b>56%</b>		
<b>156</b>	<b>EXPENDITURES:</b>						
<b>157</b>	<b>Oper/Maint</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>158</b>	<b>Other Equipment</b>	<b>0</b>	<b>366,429</b>	<b>0.0%</b>	<b>0.0%</b>	<b>250,091</b>	<b>-</b>
<b>159</b>	<b>Purchased Services</b>	<b>4,658,200</b>	<b>2,117,538</b>	<b>45.5%</b>	<b>0.0%</b>	<b>6,000</b>	<b>384,332</b>
<b>160</b>	<b>Technology/Software</b>	<b>2,750,000</b>	<b>490,545</b>	<b>17.8%</b>	<b>155.2%</b>	<b>622,721</b>	<b>1,256,222</b>
<b>161</b>	<b>Improvement</b>			<b>0.0%</b>	<b>0.0%</b>		<b>-</b>
<b>162</b>	<b>Buildings Maint</b>	<b>3,800,000</b>	<b>1,841,728</b>	<b>48.5%</b>	<b>87.5%</b>	<b>1,949,186</b>	<b>2,226,630</b>
<b>163</b>	<b>Vehicles/Buses</b>	<b>1,500,000</b>	<b>1,620,837</b>	<b>108.1%</b>	<b>0.0%</b>	<b>217,054</b>	<b>1,691,400</b>
<b>164</b>	<b>Furniture/Equip</b>	<b>1,600,000</b>	<b>134,418</b>	<b>8.4%</b>	<b>0.0%</b>	<b>721,280</b>	<b>3,233,735</b>
<b>165</b>	<b>Other Objects/Supplies</b>	<b>800,000</b>		<b>0.0%</b>	<b>0.0%</b>		<b>-</b>
<b>166</b>	<b>Vehicle charges</b>	<b>300,000</b>	<b>2,500</b>	<b>0.8%</b>			<b>5,926</b>
<b>167</b>	<b>Total Capital</b>	<b>15,408,200</b>	<b>6,207,566</b>	<b>40.3%</b>	<b>40.0%</b>	<b>3,516,240</b>	<b>8,798,245</b>
<b>168</b>	<b>Other/Portables</b>	<b>0</b>		<b>0.0%</b>	<b>0.0%</b>	<b>582,624</b>	<b>866,521</b>
<b>169</b>	<b>Grouse Creek</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>		<b>-</b>
<b>170</b>	<b>Golden Spike</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>-25,240</b>	<b>-</b>
<b>171</b>	<b>School Small Capital</b>	<b>150,000</b>	<b>94,505</b>	<b>63.0%</b>	<b>217.0%</b>	<b>249,515</b>	<b>114,991</b>
<b>172</b>	<b>HS Athletic Facilities</b>	<b>250,000</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>		<b>-</b>
<b>173</b>	<b>Property/Other</b>	<b>250,000</b>	<b>140,586</b>	<b>0.0%</b>	<b>0.0%</b>		<b>-</b>
<b>174</b>	<b>Total Construction</b>	<b>650,000</b>	<b>235,091</b>	<b>36.2%</b>	<b>161.5%</b>	<b>806,899</b>	<b>499,781</b>
<b>175</b>	<b>Desig. F Bal</b>				<b>0.0%</b>		<b>-</b>
<b>176</b>	<b>MBA/Bond Fee/Fund 50</b>	<b>11,010,500</b>	<b>1,660,302</b>	<b>15.1%</b>	<b>0.0%</b>	<b>1,670,509</b>	<b>1,895,644</b>
<b>177</b>	<b>Other</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>178</b>	<b>TOTAL EXPENDITURES</b>	<b>11,010,500</b>	<b>1,660,302</b>	<b>15.1%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>179</b>	<b>CAPITAL OUTLAY</b>	<b>27,068,700</b>	<b>8,469,388</b>	<b>31.3%</b>	<b>55.8%</b>	<b>6,243,739</b>	<b>11,193,670</b>
<b>180</b>							

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	<b>ENDING JANUARY 2026</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed:</b>			<b>58%</b>	<b>58%</b>		
	<b>Percent of 9 month contract completed</b>			<b>56%</b>	<b>56%</b>		
<b>181</b>	<b>SCHOOL FOOD SERVICE FUND (49)</b>						
<b>182</b>							
<b>183</b>	<b>REVENUE:</b>						
<b>184</b>	<b>Lunch Sales</b>	<b>1,300,000</b>	<b>760,302</b>	<b>58.5%</b>	<b>49.0%</b>	<b>744,950</b>	<b>1,521,093</b>
<b>185</b>	<b>State</b>	<b>900,000</b>	<b>330,721</b>	<b>36.7%</b>	<b>23.2%</b>	<b>329,289</b>	<b>1,417,063</b>
<b>186</b>	<b>Federal</b>	<b>2,500,000</b>	<b>1,071,447</b>	<b>42.9%</b>	<b>43.6%</b>	<b>1,147,317</b>	<b>2,632,718</b>
<b>187</b>	<b>Other/Inventory Adj</b>	<b>0</b>	<b>4,185,162</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>(55,095)</b>
<b>188</b>	<b>TOTAL REVENUE SCHOOL</b>						
<b>189</b>	<b>FOODS</b>	<b>4,700,000</b>	<b>6,347,632</b>	<b>135.1%</b>	<b>40.3%</b>	<b>2,221,555</b>	<b>5,515,780</b>
<b>190</b>	<b>Beg. Balance</b>	<b>3,360,389</b>	<b>3,360,389</b>			<b>5,133,182</b>	<b>5,371,320</b>
<b>191</b>	<b>Less:</b>	<b>6,142,981</b>	<b>2,880,438</b>				<b>5,383,685</b>
<b>192</b>	<b>Ending Balance</b>	<b>8,060,389</b>	<b>9,708,021</b>			<b>7,354,737</b>	<b>5,133,182</b>
<b>193</b>	<b>School Food Service Funds</b>						
<b>194</b>	<b>available</b>	<b>8,060,389</b>	<b>9,708,021</b>	<b>120.4%</b>	<b>143.3%</b>	<b>7,354,737</b>	<b>5,133,182</b>
<b>195</b>	<b>EXPENDITURES:</b>						
<b>196</b>	<b>Salaries</b>	<b>2,018,331</b>	<b>1,056,397</b>	<b>52.3%</b>	<b>49.5%</b>	<b>999,506</b>	<b>2,018,213</b>
<b>197</b>	<b>Benefits</b>	<b>610,650</b>	<b>261,204</b>	<b>42.8%</b>	<b>48.6%</b>	<b>271,050</b>	<b>557,845</b>
<b>198</b>	<b>Food/Supplies</b>	<b>3,009,000</b>	<b>1,435,713</b>	<b>47.7%</b>	<b>56.0%</b>	<b>1,462,246</b>	<b>2,610,555</b>
<b>199</b>	<b>Equipment</b>	<b>100,000</b>	<b>118,318</b>	<b>118.3%</b>	<b>143.3%</b>	<b>141,167</b>	<b>98,507</b>
<b>200</b>	<b>Other Costs</b>	<b>80,000</b>	<b>8,806</b>	<b>11.0%</b>	<b>21.0%</b>	<b>20,736</b>	<b>98,564</b>
<b>201</b>	<b>Dir/Indirect Costs</b>	<b>325,000</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>202</b>	<b>TOTAL EXPENDITURES SCHOOL</b>						
<b>203</b>	<b>FOODS</b>	<b>6,142,981</b>	<b>2,880,438</b>	<b>46.9%</b>	<b>53.8%</b>	<b>2,894,705</b>	<b>5,383,685</b>
<b>204</b>							

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	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed:</b>			<b>58%</b>	<b>58%</b>		
	<b>Percent of 9 month contract completed</b>			<b>56%</b>	<b>56%</b>		
<b>205</b>	<b>Foundation Fund (75)</b>						
<b>206</b>							
<b>207</b>	<b>REVENUE:</b>						
<b>208</b>	<b>Total Revenue</b>	<b>500,000</b>	<b>813,517</b>	<b>162.7%</b>	<b>53.9%</b>	<b>300,202</b>	<b>557,267</b>
<b>209</b>	<b>Available Revenue</b>	<b>500,000</b>	<b>813,517</b>	<b>162.7%</b>	<b>60.4%</b>	<b>300,202</b>	<b>497,352</b>
<b>210</b>	<b>EXPENDITURE:</b>						
<b>211</b>	<b>Expenses</b>	<b>475,000</b>	<b>220,948</b>	<b>46.5%</b>	<b>59.8%</b>	<b>257,804</b>	<b>431,084</b>
<b>212</b>	<b>Changes/Desg Fund Bal</b>						<b>-</b>
<b>213</b>	<b>TOTAL EXPENDITURE</b>	<b>475,000</b>	<b>220,948</b>	<b>46.5%</b>	<b>59.8%</b>	<b>257,804</b>	<b>431,084</b>
<b>214</b>							
<b>215</b>	<b>Agency Fund (76)</b>						
<b>216</b>							
<b>217</b>	<b>REVENUE:</b>						
<b>218</b>	<b>Agent Services</b>	<b>80,000</b>	<b>69,586</b>	<b>87.0%</b>	<b>96.5%</b>	<b>66,604</b>	<b>69,013</b>
<b>219</b>	<b>State</b>			<b>#DIV/0!</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>220</b>	<b>Federal</b>	<b>0</b>		<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>221</b>	<b>Other</b>	<b>0</b>		<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>222</b>	<b>TOTAL REVENUE/BB</b>						
<b>223</b>	<b>AGENCY FUND</b>	<b>80,000</b>	<b>69,586</b>	<b>87.0%</b>	<b>96.5%</b>	<b>66,604</b>	<b>69,013</b>
<b>224</b>	<b>EXPENDITURE:</b>						
<b>225</b>	<b>Instruction</b>	<b>10,000</b>		<b>0.0%</b>	<b>100.0%</b>	<b>1,269</b>	<b>1,269</b>
<b>226</b>	<b>NUCC</b>	<b>25,000</b>	<b>30,024</b>	<b>120.1%</b>	<b>80.5%</b>	<b>18,582</b>	<b>23,070</b>
<b>227</b>	<b>Other</b>	<b>3,000</b>	<b>2,259</b>	<b>75.3%</b>	<b>64.5%</b>	<b>2,001</b>	<b>3,101</b>
<b>228</b>	<b>Changes/Desg Fund Bal</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>		
<b>229</b>	<b>TOTAL EXPENDITURES</b>						
<b>230</b>	<b>AGENCY FUND</b>	<b>38,000</b>	<b>32,282</b>	<b>85.0%</b>	<b>79.6%</b>	<b>21,853</b>	<b>27,440</b>
<b>231</b>							
<b>232</b>							
<b>233</b>			<b>SUMMARY</b>			<b>SUMMARY</b>	
<b>234</b>							
<b>235</b>	<b>GRAND TOTAL FUNDS AVAILABLE</b>						
<b>236</b>	<b>ALL FUNDS</b>	<b>156,735,856</b>	<b>124,899,921</b>	<b>79.7%</b>		<b>112,246,242</b>	
<b>237</b>	<b>GRAND TOTAL EXPENDITURE</b>						
<b>238</b>	<b>ALL FUNDS</b>	<b>183,880,751</b>	<b>91,222,009</b>	<b>49.6%</b>		<b>83,765,489</b>	

## POLICY 2038

### Procurement of Workers Compensation Insurance

- A. Pursuant to [Utah Code § 63G-6a-107.6\(1\)](#), the Utah Procurement Code does not apply to contracts between public entities. The Board determines that it is not advantageous to the District to procure workers compensation insurance for employees of the District through standard procurement processes. Rather, the Board elects to secure workers compensation insurance coverage through joining a pool of other school districts in the state.
- B. The Board determines that procurement of workers compensation insurance through standard procurement processes is not advantageous to the District because insurance available through those means does not provide the opportunity to closely control and monitor the costs of insurance claims, or the opportunity to develop and implement safety programs for District employees with more direct and immediate impact upon insurance cost savings.
- C. By procuring workers compensation insurance through participation in a pool of school districts from the state, the District will be able to more directly control and monitor its insurance costs. The District will be able to develop and implement safety programs tailored specifically to the needs and characteristics of its employees. These tailored safety measures will have a more immediate impact on savings to the District.
- D. On cost savings to the districts, by joining the pool and obtaining workers compensation insurance through this means, the District will be grouped with other similar risks rather than with other types of dissimilar businesses. For these reasons, the Board finds that procurement of workers compensation insurance through standard procurement processes would not be advantageous to the District.

[Utah Code § 63G-6a-107.6\(1\) \(2025\)](#)

## POLICY 3021

### Employment: Administrative Personnel

#### A. Administrative Appointment

1. All administrators of the District will be appointed by the Board only upon the recommendation of the Superintendent. Should a person nominated by the Superintendent be rejected by the Board, it shall be the Superintendent's duty to make another nomination.
2. In determining which individual to recommend for an administrative position, the Superintendent will consider the advice of an Administrative Recommendation Committee, which may consist of two board members, one Principal, two teachers and two patrons. Where the administrator will be assigned to work at a specific building, the Superintendent may also consider the advice of the building Principal.

#### B. Criteria

1. Selection shall be based on written criteria which relate to the position requirements. The selection process shall be uniform, with all applicants undergoing the same process. All applicants shall be fully informed of the criteria and procedures associated with the selection process prior to an interview or at the beginning of the interview.

#### C. Certification

1. All personnel selected must be appropriately licensed by the State Board of Education to serve in an administrative position requiring licensure before they can receive any salary from the District.

*Utah Admin. Rules R277-505 (May 23, 2016)*

2. An administrator who is assigned as a principal, vice principal, or assistant principal must have a current educator license and a school leadership license area of concentration.

*Utah Admin. Rules R277-309-4(14) (March 9, 2020)*

*Utah Admin. Rules R277-305-2(2) (August 19, 2019)*

## POLICY 5025

### Student Transfers: Enrollment Options Program

- A. The “Enrollment Options Program” enables a student to attend a school in a district in which a student does not reside. The procedures for students from other Utah school districts to attend Box Elder School District have been established and comply with the standards of the “Enrollment Options Program” as outlined in [Utah Code §§ 53G-6-401 through 407](#).
- B. The Director of Student Services shall make information about the district, its schools, programs, policies and procedures available to all students who are residents of the state and express an interest in transferring into the district. Application forms will be provided by the Student Services Office.
- C. A list of available programs may be requested from the district office beginning November 30. Availability will be based on capacity by school, grade level, classes, and programs. If a student requires a program that is not available, the application will be denied.
- D. The Application form must be completed and returned to the Student Services Office between December 1 and the third Friday in February, of the year preceding the school year in which admission is sought. A special individual need period begins March 1 for the forthcoming year and any time during the current school year.
  1. Each application will be screened and considered on an individual basis based on available space by building, grade, class or program. Applications may be denied to those who have committed serious infractions of the law or school rules, or have been guilty of chronic misbehavior which would, if it were to continue, endanger persons or property, cause serious disruption in school, or place unreasonable burdens on school staff. Academic standing cannot be used for exclusion. Exceptions may be made by provisional agreement entered into by the parent, student, and school establishing conditions and consequences for continued enrollment.
  2. If the application is approved, the student will be expected to honor that commitment for the requested school year. This is required so as not to disrupt staffing and scheduling plans at the requested school and the home school.
  3. Box Elder School District students will be given first priority for placement in choice schools.

4. All other non-resident applicants will be processed on a first come, first served basis, according to receipt of time and date, and based on available space and program capacity.
5. Falsification or intentional misrepresentation of information on the application will result in cancellation of the application.
6. Parent/student requests during the period DO NOT require a release from their home school or district. Applications are initiated at the district office.
  - a. The application form needs to be completed and returned to the requested school district as soon as possible before the third Friday in February. Parent/student will be notified in writing on or before April 1, of their acceptance or rejection to the requested school. The confirmation of intent to attend the requested school will be assumed upon completion of the school registration materials.
  - b. The application shall identify the reasons for enrolling in the non-resident district.
- E. Once enrolled, the student may remain enrolled, subject to compliance with rules and standards established for all students including those established by individual agreement and subject to space availability as provided below (see item H). Revocation requires returning to the home school or district.
- F. Parent/student is responsible for their own transportation to and from school except as provided in [Utah Code §§ 53G-6-405](#) and [53G-6-407\(2\)\(b\)](#) which allows students to ride on established routes on a space available basis and providing no additional costs will be incurred by the district.
- G. Applications are considered and granted on an individual basis with no stated or implied guarantee to siblings. However, Box Elder School District will consider and make an effort to accommodate applicants who have a sibling in the requested school.
- H. Once enrolled, a student may be excluded from continued enrollment if the school they are attending will exceed 90% of capacity for the next school year. If exclusion is necessary for the next school year, parents will be notified by March 15. An effort will be made to place excluded students in another school where space is available before new applicants are placed. Relocatables are not used determining building capacity. The law calls for the most recently enrolled to be the first excluded ([Utah Code § 53G-6-402\(7\)\(a\) and \(b\)](#)).
- I. Other than exclusion for cause, non-resident students who choose to return to their home school for the next year need to notify the school they're attending on or before March 15.

- J. A nonresident student may graduate with one trimester of attendance and meeting requirements generally applicable to all students.
- K. Utah High School Activities Association guidelines/policies will be followed for students who want to participate in interscholastic competitions.
- L. Any decision or action taken upon provisions of this law may be appealed to the School Board through the Director of Student Services.
- M. Guidelines for participation of individual special need applicants during the period after March 1, for the forthcoming school year and anything during the current school year in school, and grade levels where space is available:
  - 1. Parent/student requests during this period require a release from the home district. Changing the student's enrollment during the current school year requires the approval of both the district of attendance and the district in which enrollment is sought ([Utah Code § 53G-6-402\(8\)](#)). The form is available in the district of residence.
  - 2. Applications will be handled on a first-come first-served basis. Each applicant should have an individual special need that is identifiable beyond personal preference.
  - 3. Applications will be considered and processed as soon as possible after submission.
- N. Guidelines for Out-of-State Students – Transfers In, Parents Remain Out-of-State.
  - 1. Obtain and fill out special individual need application form.
  - 2. If application is accepted, pay tuition fees as set by the Board of Education.
- O. Definition of Student Residence: A student's residence is the same as that of his/her parents.

## POLICY 5040

### Transfer and Assignment of Students

- A. Any student may attend any school in the District subject to:
1. Limitations of the [Utah Code §§ 53G-6-401 through 53G-6-407](#) and Utah Admin Rules R277-437;
  2. the capacity of the program, class, grade level, or school building;
  3. the willingness of the prospective student to comply with District and school rules;
  4. Willingness of the parents to provide transportation.
    - a. The District may provide transportation if space is available on existing bus runs. Bus stops will not be added and existing routes will not be altered to accommodate students attending other than their neighborhood/resident school.
- B. Prior to December 1st of each year the Board of Education will designate open enrollment schools as per the guidelines established in [Utah Code § 53G-6-401](#).
- C. Parents desiring to have their children attend a designated open enrollment school for the following school year will make application prior to the third Friday in February as per Section “G” of this Policy.
- D. The District/School shall notify the parents in writing of the acceptance or rejection of an application within six weeks or by March 31, whichever is later. The “early enrollment” criteria in [Utah Code § 53G-6-401](#) will be used to establish capacity thresholds for those applying prior to the third Friday in February.
- E. Applications made after the third Friday in February will use the process outlined in Section “G” of this Policy and will be considered on an individual basis. The “late enrollment” criteria in [Utah Code § 53G-6-401](#) will be used to establish capacity thresholds for those who fail to meet the third Friday in February deadline in applying for the following school year.
- F. Once capacity thresholds have been established for either “early” or “late” enrollment, the following criteria, listed in order of preference, will be used to determine acceptance of applicants.

1. Parent as an employee in the school of desired attendance.
  2. Current registration in the school of desired attendance.
  3. Previous enrollment in school of desired attendance.
  4. Sibling/step-sibling enrollment in school of desired attendance.
  5. Date of application meaning the date the completed form is accepted at the District office. Students will be accepted in the chronological order the applications were received.
- G. Students desiring to attend a Box Elder School District school other than the school within the boundary where they reside must file a completed Standard Open Enrollment Application form.
1. Forms may be obtained at the District Office or at any school.
  2. Forms must be completed and submitted to the District Office. Application deadlines are at 4:00 p.m. on the dates on the forms.
  3. Incomplete forms will be returned to applicants. Applications will not be considered until forms are complete. Complete forms are required prior to any deadlines.
  4. Information used to determine preference (see Section "F" above) must be provided with the application and is the responsibility of the applicant.
  5. Decisions on approval or denial of applications will be made by District officials in consultation with building administrators. Decisions will be consistent with provisions contained in [Utah Code § 53G-6-403](#).
- H. Applications may be denied from students who:
1. Have committed serious infractions of the law or school rules, including Box Elder School District rules;
  2. Have been guilty of chronic misbehavior which would, if it were to continue after the student was admitted:
    - a. Endanger persons or property
    - b. Cause serious disruptions in the school; or

- c. Place unreasonable burdens on school staff.
- I. The District may provide for provisional enrollment of students with prior behavior problems, establishing conditions under which enrollment of a nonresident student would be permitted or continued.
- J. The Board or its designee shall not include as a factor in arriving at any decision regarding assignments any matter relating to the race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status of the student.
- K. Appeals of requests for transfers will follow the resolution process outlined in [Policy 5350 Students Complaints – Resolutions](#) and [Utah Code § 53G-6-404](#).
- L. Homeless Students. The Board recognizes the importance of requiring and maintaining necessary records for all students. However, the Board also recognizes the importance of removing barriers for homeless students to enroll and participate in school. Under the [McKinney-Vento Act](#), homeless students are entitled to immediate enrollment and full participation even if they are unable to produce records normally required for enrollment, such as previous academic records, medical records, proof of residency, birth certificate, or other documentation. [42 U.S.C. 11432 \(g\)\(3\)\(C\) and \(g\)\(1\)\(H\), \(I\)](#)
  - 1. Homeless students shall be enrolled immediately.
  - 2. Homeless students will be granted full participation in school activities and programs. They cannot be excluded based on their inability to present the following information:
    - a. Immunization records
    - b. Medical records
    - c. Birth certificate
    - d. Previous school records or transcripts
    - e. Guardianship records
    - f. Proof of residency
    - g. Other required documentation
  - 3. Homeless students have three options for choice of school to attend:

- a. School of origin (the school the child has attended when permanently housed)
  - b. School of origin (the school last attended)
  - c. The school closest to the shelter or other temporary housing
4. The school will continue efforts to assist the student in completing necessary and important records especially all immunization information.
  5. The school will work closely with the District Homeless Liaison

## POLICY 5220

### Student Safety Patrols

- A. Schools may organize student safety patrols. All individual school plans for safety patrols must be approved by the superintendent.
- B. A student appointed to a safety patrol shall be at least ten years old and have written parental consent for the appointment.
- C. Safety patrol members may not direct vehicular traffic or be stationed in a portion of a highway intended for vehicular traffic use.
- D. As approved by state law, no liability may be attached to the school district, its employees, officers, or agents or to a safety patrol member, a parent of a safety patrol member, or an authorized volunteer assisting the program by virtue of the organization, maintenance, or operation of a school safety patrol.

## POLICY 1050

### Qualifications & Appointment Procedures for Student Board Member

- A. The Board of Education annually appoints a non-voting student board member to serve for one (1) year (July 1 through June 30). The primary function of the student board member is to assist the Board in understanding students' perspectives on matters being considered by the Board. Although appointed from one of the district high schools, the student's function on the Board is to provide a general youth perspective, not represent the specific school or student body from which chosen.
- B. The following procedures will be used in selection of student board members:
1. Bear River High School was selected by lottery as the high school from which the first student board member was appointed in the 1986-87 school year. Each succeeding year, the appointment will alternate between Bear River High and Box Elder High.
  2. Candidates for appointment to the Board must submit an application and meet eligibility requirements for participation in interscholastic activities. Student must be in good standing with the school and remain in good standing as long as the student is on the School Board as a student board member.
  3. Applications from qualified seniors demonstrating interest in appointment to the Board will be accepted by the Student Council of the high school from which the appointment is to be made.
  4. The Student Council will appoint a committee of five (5) students who will meet with the principal to review the qualifications of candidates and responsibilities of the student board member. The committee will then make recommendations to the building principal or someone who will also be an active participant in student government and serve on the Board. The building principal will then recommend one senior for appointment to the Board. The candidate must also be approved by the superintendent. Final appointment will be made by the Board of Education.
  5. The authority and responsibility of the student board member shall be determined by Box Elder District Board Policy and [Utah Code § 20A-14-206](#).
  6. The student board member will, as provided by law, have the right to participate in all Regular Board meetings, except executive or closed sessions. No substitute will be permitted in the event the student board member is absent. Student board

members may be invited to participate in other School Board activities such as the annual USBA Convention.

7. Since the primary function of the student board member is to assist the Board in understanding students' perspectives on matters being considered by the Board, the student board member must be provided opportunities to interact with the school's student council on a regular basis.
8. Should it become necessary to replace a student board member during a term of office, the same nomination and appointment procedure used for the original appointment will be followed.
9. The student board member will be paid a mileage allowance for attendance at regular Board meetings only, unless additional travel is approved in advance by the Board. Mileage payment will be at the rate currently in effect for regular Board members.
10. A student board member may be removed for cause by a two-thirds vote of the elected Board members.
11. A student member is not liable for any acts of the governing board.

## POLICY 1074

### Board Meetings: Closed Meetings

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

[Utah Code § 52-4-204 \(2024\)](#)

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

5. Discussion regarding deployment of security personnel, devices, or systems;
  6. Investigative proceedings regarding allegations of criminal misconduct; or
  7. The Board is fulfilling one of the following procurement functions:
    - a. Deliberations as an evaluation committee regarding a solicitation or as protest officer regarding a protest; or
    - b. Consideration of information designated as a trade secret if the consideration is necessary to properly conduct a procurement; or
    - c. Discussion of information provided to the Board during a procurement if (at the time the Board meets) the information may not be disclosed to the public or procurement participants and the Board needs to review or discuss the information to properly fulfill its role and responsibilities in the procurement process.
- C. If the meeting is closed for any reason stated in paragraph 1 or 5 of this Section, then the person presiding must sign a sworn statement affirming that the sole purpose of closing the meeting was to discuss those specific topics, and neither a recording nor minutes shall be kept of that portion of the closed meeting.

[Utah Code § 20A-1-511\(3\)\(d\) \(2025\)](#)

[Utah Code § 52-4-205 \(2025\)](#)

[Utah Code § 52-4-206\(6\) \(2023\)](#)

## POLICY 1150

### Superintendent Evaluation

- A. The Board will provide the Superintendent with at least one evaluation per year. A written evaluation will be presented and discussed with the Superintendent during the period of time beginning November 1 and ending the last day of February. The discussion will occur during a closed session of the Board under the leadership of the Board president. The Board shall furnish the Superintendent with a copy of the completed evaluation.
- B. At its sole discretion, the Board may provide the Superintendent with either written or oral evaluations on a more frequent basis.
- C. A two-year evaluation cycle will be used incorporating a formative, summative format.
- D. The evaluation shall focus on Board/District goals, the duties and functions of the Superintendent as presented in his/her employment contract, criteria outlined in an evaluation document as long as the Superintendent has had an opportunity to view the document at least sixty (60) days in advance, and the academic growth of students in the district.
- E. The Board reserves the right to include survey input from students, staff, parents, and community members as part of the Superintendent's evaluation.

## POLICY 1200

### School Attorney

- A. The Board recognizes that the increasing complexity of school district operations requires advice and counsel from professional legal services. Therefore, it shall contract for services by attorneys or law firms as required.
- B. A decision to seek legal advice or assistance in behalf of the school district shall be made by the Superintendent or by persons specifically authorized by the Superintendent. Such action shall occur as it is consistent with approved district policy or standard practice and meets the needs of the district. It may also be required as a consequence of formal School Board direction.
- C. Many issues in the District that require legal assistance are considered routine and not require specific Board approval or prior notice. When situations arise requiring increased services and action, the Board directs the administration to advise it and to seek qualified legal representation.

POLICY 1230  
School Year Calendar

- A. The annual school calendar will be adopted by the Board of Education prior to the closing of school in the year preceding the one for which the calendar is drawn. Appropriate input from staff, parents, and other groups will be considered in preparation of the calendar.

[Utah Admin. Rules R277-419-6](#)

## POLICY 2010

### Budget Planning/Development/Adoption

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

[Utah Constitution, Article X, Sec. 5](#)  
[Utah Code § 53F-9-202\(2\) \(2019\)](#)  
[Utah Code Title 53F, Chapter 2](#)

- B. The Superintendent shall serve as Budget Officer for the school district.

[Utah Code § 53G-7-302 \(2018\)](#)

- C. The District shall participate in all appropriate state funding programs and conform to all state laws and rules concerning participation.

[Utah Code § 53F](#)

- D. Prior to June 1 of each year, the Superintendent shall prepare and file with the School Board a tentative budget. The tentative budget and supporting documents shall include the following items:

1. The revenues and expenditures of the preceding fiscal year.
2. The estimated revenues and expenditures of the current fiscal year.
3. An estimate of the revenues for the succeeding fiscal year based upon the lowest tax levy that will raise the required revenue, using the current year's taxable value, state and federal levied taxes, current financial climate, and obligations as the basis for this calculation.
4. A detailed estimate of the essential expenditures for all purposes for the next succeeding fiscal year.
5. The estimated financial condition of the district by funds at the close of the current fiscal year.

- E. The tentative budget shall be filed with the district business administrator for public inspection at least 15 days prior to the date of its proposed adoption by the local school board.

[Utah Code § 53G-7-302 \(2018\)](#)

- F. Prior to 30 June of each year, the Board shall adopt a budget and make appropriations for the next fiscal year. The budget for the previous year may be revised as needed concurrently with adoption of the following year budget.

[Utah Code 53G-7-303 \(2018\)](#)

- G. The Board shall comply with the provisions of the Tax Increase Disclosure Act if the tax rate in the proposed budget exceeds the tax rate defined in [Utah Code § 59-2-924](#).
- H. Prior to adoption of a budget or budget revision, the Board shall hold an open, public hearing on the proposed budget. In preparation of the hearing, the Board shall:
1. Publish notice that the board will consider and adopt a budget at the designated board meeting in a newspaper of general circulation within the district at least one week prior to the meeting; and
  2. File a copy of the proposed budget with the Board's business administrator for public inspection at least ten days prior to the hearing.

[Utah Code § 53G-7-303 \(2018\)](#)

- I. The Board shall file a copy of the adopted budget with the state auditor and the State Board of Education within 20 days after it is adopted.

[Utah Code § 53G-7-303\(3\) \(2018\)](#)

- J. The Board may place an undistributed reserve in the budget that does not exceed 5% of the maintenance and operation budget.

[Utah Code § 53G-7-304 \(2018\)](#)

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

[Utah Code § 53G-7-304 \(2018\)](#)

- L. The Board may not use the undistributed reserve in the negotiation or settlement of contract salaries for school district employees.

[Utah Code § 53G-7-304\(3\) \(2018\)](#)

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

[Utah Code 53G-7-305 \(2018\)](#)

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

[Utah Code § 53G-7-305\(3\) \(2018\)](#)

- O. The Board may increase any budget appropriation only if:

1. The Superintendent sets forth in a writing delivered to the Board a request to increase a specified budget appropriation and states the reasons for the proposed increases; and
2. Notice that the request will be considered by the Board is published in a newspaper of general circulation at least one week prior to the board meeting at which the request is considered; and
3. The Board holds a public hearing on the request prior to acting on the request and approves the increase by a majority vote of board members.

[Utah Code § 53G-7-305\(c\) \(2018\)](#)

## POLICY 2035

### Increment Financing

#### A. Board Considerations for Approving Tax Increment Financing Projects

1. Economic development is not the mission of the Board of Education. The District's role in economic development is to provide a well-educated workforce that can assume quality jobs in our community and compete in the world environment. Utah law allows the Board of Education to determine what, if any, tax increment will be provided for Redevelopment and Community Development Agencies.
2. The Board of Education will not participate in any project in which the Board or staff has not been involved in the early stages of project development.
3. The Board of Education will not support any project that would likely occur without tax increment financing.
4. The city/county requesting tax increment financing will disclose the projected number of new jobs, by type and annual compensation level, to be generated by the project.
5. The city/county requesting tax increment financing will disclose the number of students expected to be generated by the project. The project's details will include a detailed financial analysis of the projected costs to educate those incremental students, source of revenue, and overall financial impact to the school district budget.
6. During the project's term, if the school district determines that more students are being generated from the project development than were originally projected in the approved development proposal, then the development authority will fund the incremental cost to educate those additional students from tax increment revenues. Under no circumstances will the development project's approved budget be increased to reflect the costs to educate any additional students over those originally projected.
7. All projects approved by the Board of Education will be made with the expectation that the District will not raise offsetting property tax rates to fund projected new students - holding all other Box Elder School District taxpayers harmless.
8. The Board of Education has preference for development projects that:

- a. increases assessed valuation while minimizing impact on the educational services required.
  - b. emphasize commercial, office, industrial, and hotel/convention projects over retail and residential projects.
  - c. provides partnership opportunities with businesses supportive of education.
  - d. the financial participation percentage from the other taxing entities (city/county) will be higher than requested of the District.
  - e. through an interlocal agreement, provides a pass-through of tax increment revenues directly to the District, rather than considering the tax increment revenue to the District as property taxes collected.
  - f. the entity requesting the development project (city/county) will pay for the school district's independent review and analysis of the project, up to \$5,000 per project request.
9. Critical Factors for the Board of Education:
- a. The school district's tax increment participation percentage requested does not exceed 60%. Greater preference will be for those projects requesting less than 60% school district participation.
  - b. All existing and proposed development projects within a city/county will not exceed 10% of that entity's total taxable value.
  - c. All existing and proposed development projects within a city/county will not exceed 10% of that entity's total taxable land.
  - d. The term of any development project will not exceed 15 years. In addition, the city / county commits to not request a renewal or extension beyond the original term approved.
  - e. Preference will be given to projects with even shorter terms than 15 years.
  - f. Any development project must begin within three (3) years of district approval. If a project fails to begin within three (3) years from approval, the District's participation will become null and void.

- g. The development project's tax increment income cap does not exceed the proposed/budgeted expenditures.
- h. Any tax increment approved by the Board of Education shall include provisions to terminate once the RDA/CDA revenue stream has generated the budgeted revenue OR at the end of the project term, whichever comes first.
- i. The Administrative Fees for any project will not exceed 2.5%. The lower the administrative fee the better.
- j. Any commitment to fund housing in the project will not exceed 10% of total expenditures. If housing is included as a funding component, the school district will be a determining participant in how those housing funds will be spent. Priority for housing funds should be for school district teacher and staff housing, unless that priority is not needed.
- k. A commitment from the city/county that the school district will not be charged any impact fees for any future school district building/construction projects.
- l. The annual wage for projected new jobs created will exceed the current annual city/county average wage.
- m. Should the Board of Education need to bond for new facilities or renovations, the city/county commits to publicly support the school district's bonding efforts.

## POLICY 2040

### Audits

- A. In accordance with state statutes, all financial records of the district including all elementary and secondary schools, will be audited following the close of each fiscal year. ([Utah Code § 51-2a-201](#))
- B. The Board will appoint a qualified independent auditor to conduct this audit, after considering the recommendation of the audit committee, which shall conform to all requirements contained in [Utah Code § 51-2a](#).
- C. The Board will select three members to serve on an audit committee. The committee shall be composed of two other people who are not administrators or employees of the School District. The District website shall post the names of the Board members serving on the audit committee, the name and contact information of the internal audit director, and a copy of the District's annual audit plan.

[Utah Code § 53G-7-401\(1\) \(2018\)](#)  
[Utah Admin. Rules R277-113-4\(3\) \(July 8, 2025\)](#)

#### D. Training

- 1. The president of the Board of Education shall ensure that members of the Board and of the audit committee are provided with training on the requirements of [Utah Code Title 53G, Chapter 7, Part 4](#), Internal Audits and of [Utah Admin. Rules R277-113-4](#) as part of the member on-boarding process. This training shall comply with [Utah Code Title 63G, Chapter 22](#), State Training and Certification Requirements and shall use the online training and informational materials provided by the State Superintendent in accordance with [Utah Admin. Rules R277-113-3\(3\)](#).

[Utah Admin. Rules R277-113-4\(1\), \(2\) \(July 8, 2025\)](#)

- E. The District Audit Committee has the following responsibilities: ([Utah Admin. Rules R277-116-3](#))

[Utah Code § 53G-7-401\(1\) \(2018\)](#)  
[Utah Admin. Rules R277-113-4\(3\) \(August 7, 2024\)](#)

1. Ensure that corrective action on findings, concerns, issues and exception reported by independent external auditors, internal auditors, or other regulatory bodies are resolved in a timely manner by District administration.
  2. Present, as appropriate, information and reports from the audit committee's meetings to the Board of Education;
  3. With regard to engagements completed by an independent external auditor, the District audit committee shall
    - a. Manage the audit procurement and quality process in compliance with the state procurement code ([Utah Code Title 63G, Chapter 6a](#)) and [Utah Administrative Rules R123-5](#),
    - b. Ensure that the independent external auditor has access to directly communicate with the audit committee,
    - c. Review disagreements between independent external auditors and District administration,
    - d. Consider District responses to audits or agreed-upon procedures, and
    - e. Determine the scope and objectives of other non-audit services, as necessary;
  4. Establish an internal audit program that provides audit services for the programs administered by the District.
  5. Ensure copies of all reports of audit findings issued by the internal auditor are available upon request to audit director of the State Board of Education, the Office of the State Auditor, or the Office of Legislative Auditor General.
  6. Ensure that significant audit matters that cannot be appropriately addressed by the district's internal auditor are referred to the audit director of the State Board of Education, the Office of the State Auditor, or the Office of Legislative Auditor General.
  7. The Audit Committee will recommend an Audit Director and/or a consultant for internal audit services to the Board of Education.
- F. Audits will be conducted using the current standards of the International Standards for Professional Practice of Internal Auditing or The Government Auditing Standards issued by the Comptroller General of the United States.

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

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

[Utah Admin. Rules R277-113-4\(4\), \(5\), \(6\) \(July 8, 2025\)](#)

G. The internal audit function shall include the following:

1. Independent appraisal to examine and evaluate the adequacy and effectiveness of internal control systems within the district.
2. A plan which includes a prioritized list of audits to be performed within a specific amount of time.
3. Independent evaluation of the effectiveness of the district governance, risk management, and efficiency of the operations.
4. The independent auditors shall complete their field work in sufficient time to verify necessary audit adjustments included in the District's Annual Financial Report which shall be submitted to the state superintendent not later than October 1 each year.
5. The annual audit shall be completed and copies delivered to the District Board of Education and state superintendent, not later than November 30 each year.
6. An official copy of the audit shall be placed on file in the office of the District business administrator and shall be available for public inspection.

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

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

[Utah Admin. Rules R277-113-4\(3\), \(6\) \(July 8, 2025\)](#)

## POLICY 3045

### Retirement: Social Security, Purchase of Insurance & Credit Years

- A. The Board shall not require the retirement of any employee on the basis of age except pursuant to a valid district retirement program.

[29 U.S.C. § 623\(a\), \(f\)](#)

- B. Every district employee is also covered by the federal Social Security system to the extent provided for by law.
- C. The Box Elder School District will allow any employee, qualifying for benefits under the district's retirement policies, to purchase additional years of health insurance coverage according to and within the limits of the following:
1. The retiring employee may purchase health insurance until the employee becomes eligible for Medicare.
  2. To be eligible to participate as a retiree, the retiree must have fully participated in the District's health insurance program for five (5) years immediately preceding retirement.
  3. Payment for health insurance must be prepaid prior to the anniversary date of insurance coverage for any given year.
  4. The decision to purchase additional years of health insurance must be made on or before the date the employee retires.
  5. Provision of additional years of health insurance will commence immediately upon the completion of any years of coverage under the District's retirement policies.
  6. The retiree will be responsible to pay his/her share of the health insurance premium at the same rate charged to the District by the insurance carrier as an active employee.
  7. Failure of the retired employee to submit payment for premiums will result in cancellation of all health insurance coverage held by the retired employee, and the rights to coverage under this policy will be terminated.

- D. The Box Elder School District will allow any employees to purchase additional retirement credit in conformity with the provisions of [Utah Code § 49-12-409](#) and [Utah Code § 49-13-408](#) and applicable administrative rules and policies of the Utah State Retirement Office.
- E. Purchase of retirement credit under this policy shall only be for benefits provided under the Utah State Retirement System. Retirement credit purchased under this policy shall not affect benefits due a retiring employee under the Box Elder School District retirement incentives or benefits plans or policies.
- F. The Box Elder School District will not budget or appropriate funds for or toward the purchase of retirement credit for any individual employee. Individual employees may apply any compensation due that employee as of the date of the retirement toward the purchase of such retirement credit.

## POLICY 3087

### Personal Protective Equipment & Safety

- A. The Board has determined that employees of the District must take accountability for assessing workplace hazards and wearing personal protective equipment (PPE).
- B. Each employee who works in any area of a District building or on District property that is around or uses electric or power operating equipment or chemicals of any nature shall:
  - 1. Assess the dangers and hazards present in the working environment;
  - 2. Submit a written assessment of the dangers and a plan as to safety precautions and to specify the PPE that will be worn whenever the chemicals are deployed or the power equipment is used.
- C. As a part of orientation of employees who encounter hazards in the workplace, the head custodian of each school shall train employees in the following:
  - 1. When PPE is necessary;
  - 2. What PPE is necessary;
  - 3. How to properly put on, wear, take off, and adjust the PPE;
  - 4. The limitations of the PPE;
  - 5. The proper care, maintenance, useful life, and disposal of the PPE.
- D. Employees must wear eye or face protection when they would otherwise be exposed to eye or face hazards from flying particles, molten metal or welding sparks, liquid chemicals, acids or other caustic liquids, chemical gases or vapors, or potentially injurious light radiation. Employees must wear eye protection that provides side protection when there is a hazard from flying objects or splashing liquids. Detachable side pieces are acceptable.
- E. Employees who wear prescription lenses while engaged in operations that involve eye hazards must wear eye protection that incorporates the prescription in its design, or wear eye protection that can be worn over the prescription lenses without disturbing the proper position of the eye protection.

- F. Employees must wear head protection when working in areas where there is a potential for injury to the head from falling objects. In addition, head protection must be worn near exposed electrical conductors which could contact the head.
- G. Employees must wear foot protection when working in areas where there is a danger of foot injuries due to falling or heavy rolling objects, or objects that may pierce the soles of shoes or where the employees' feet are exposed to electrical hazards.
- H. Employees must use appropriate hand protection when employees' hands are exposed to hazards such as those from skin absorption of harmful substances, severe cuts or lacerations, abrasions, punctures, chemical burns, thermal burns and temperature extremes.
- I. Each employee has the duty upon entering the workplace to examine it carefully to determine if it is safe, to assess dangers, and to determine appropriate measures to be taken to maintain a safe working environment. After such an examination, it is the duty of each employee to make the place, tools, and equipment safe. If the place and equipment cannot be made safe, then the employee must immediately report the unsafe place, tools, equipment or conditions to his or her immediate supervisor.
- J. An employee has a duty to:
  - 1. Comply with all safety rules of the District and all federal and state laws and rules which are applicable to the employment;
  - 2. Use safety devices, products, or tools to enhance general safety requirements that the District identifies to provide employees with a greater level of protection;
  - 3. Be familiar with and comply with proper health and safety practices;
  - 4. Use the required safety devices and proper personal protective equipment provided;
  - 5. Follow all safe work procedures outlined by the District; and
  - 6. Report all accidents to his or her immediate supervisor immediately.
- K. In the event that an employee is injured at District property within the scope of employment, and it is determined that the injury resulted from the employee's neglect of any of the requirements set forth in this policy, the employee will be subject to willful misconduct reduction of 15% pursuant to [Utah Code § 34A-2-302\(3\)\(a\)](#) whenever the injury is caused by the willful failure of the employee to:
  - 1. Use safety devices when provided by the District; or

2. Obey an order or reasonable rule adopted by the District for the safety of the employee.
- L. Disability compensation shall not be paid to any employee when a major contributing cause of the employee's injury is the employee's:
1. Knowing use of a controlled substance for which the employee did not obtain a valid prescription;
  2. Intentional abuse of a controlled substance in excess of amount prescribed or use in an otherwise abusive manner; or
  3. Intoxication with a blood alcohol level of .05 grams or greater as shown by a reliable test.
  4. Disability compensation may be reduced when any of the above are contributing cause of the injury but not the major contributing cause.

[Utah Code § 34A-2-302 \(2024\)](#)

- M. All applicable staff will complete the annual audit of safety procedures from the Office of Risk Management. A copy of the inventory and the audit shall be kept on file in the office at the school site.
- N. In the event of an immediate safety issue at the school site, the teachers shall notify an administrator immediately and follow-up with a complete written report. An administrative reply will be sent back addressing the disposition of the safety issue.
- O. Any chemicals used in an elementary classroom that may be harmful in any way to students must be kept in a secure (locked) location in the building. Elementary teachers shall never conduct experiments that expose their students to any risk from explosions, chemical spills, hazardous fumes, burns, etc.

## POLICY 3097

### Employee Suggestions

- A. Box Elder School District employees may submit, to the Administration, anonymous suggestions to improve and promote education within the district. All suggestions must be written, clearly labeled "Suggestions for Improvement," and sent to the district office. Suggestions received will be logged, assigned to appropriate staff for consideration, and a suggested response will be written. At the regularly scheduled meetings of the Board of Education the suggestions and responses will be reviewed. Suggestions containing allegations of inappropriate behavior by individuals will not be recorded in any manner that personally identifies the individual.
- B. For Employees wishing to submit a suggestion to improve or promote education within the District anonymously, please complete the Google form by clicking on the link below: [Suggestion Link](#).
- C. For Employees wishing to submit a suggestion to improve or promote education within the district, please email a member of the District Office Leadership Team individually or collectively.

## POLICY 4070

### Early Graduation

- A. All students awarded a high school diploma from Box Elder School District schools must complete all requirements listed in [Policy 4060 High School Graduation Requirements](#) or [Policy 4065 Alternative High School graduation Requirements](#).
- B. Any student who has completed all required courses or demonstrated mastery of required skills and competencies may, with the approval of the student's parent and an authorized local school official, and has a current plan for college and career readiness on file at the student's high school, graduate at any time.
- C. The school counselor will set up a "Plan for College and Career Readiness" (PCCR) meeting involving the parent, student, counselor, and other school staff as appropriate. During this PCCR meeting the student's post high school goal will be reviewed to determine whether early graduation is appropriate. If early graduation is appropriate to the goal, the PCCR participants will plan a schedule leading to graduation at the conclusion of the 10<sup>th</sup> grade or as early as possible thereafter.
- D. Early graduation credit in Box Elder School District may be earned through the following:
  - 1. Regular High School Courses
  - 2. Concurrent Enrollment Courses
  - 3. Advanced Placement Courses
  - 4. Area Applied Technology Centers
  - 5. Accredited Online Courses
  - 6. Accredited Summer School Courses
  - 7. Competency Demonstration from accredited institution
  - 8. Vocational Incentive Program Courses
  - 9. College courses offered by fully accredited institutions

\*Note: Competency Demonstration requires a satisfactory GPA in all related and prerequisite classes to the class(es) being challenged. Competency demonstration credit will be offered in courses which have an approved course end test. In order to receive competency demonstration credit, the student must pass the test to the satisfaction of the institution or teacher.

## POLICY 4165

### Requests for Charter Schools

#### A. Sponsorship of Charter Schools

1. The Utah State Legislature has authorized school districts to contract with individuals and entities to sponsor charter schools within the district's boundaries, whether the charter school is converted from an existing district school or is a new school.

[Utah Code § 53G-5-305\(1\) \(2019\)](#)

#### B. Application Process for Charter School Status

1. The Board hereby elects to receive applications from individuals and organizations to establish charter schools within the boundaries of the District. An application for a charter school sponsored by the District should address each of the issues which are required to be included in the charter. To be approved by the Board, a proposed charter school at a minimum must serve at least 350 students, must meet the curriculum standards established by the State Board of Education, and must meet the minimum financial standards established by the State Board of Education.

[Utah Code § 53G-5-305\(8\) \(2018\)](#)

#### C. Application to Convert an Existing Public School to a Charter School

1. With the necessary authorization, the principal, teachers, or parents of students at an existing District school may submit an application to the Board to convert all or part of the school to a charter school. Before an application to convert the entire school may be submitted, a petition approving that application must be signed by at least two-thirds of the licensed educators employed at the school and by at least two-thirds of the parents of students enrolled at the school. A petition approving an application to convert a portion of the school must be approved by a majority of the licensed educators employed at the school and a majority of the parents of students enrolled at the school.
2. Before the Board may approve a conversion application, it must determine that the students opting not to attend the proposed converted school would have access to a comparable public education alternative and that current teachers who choose not to teach at the converted school would receive a first preference for transfer to open

teaching positions for which they qualify within the District or that applicable policy or agreements regarding staff reduction would apply.

[Utah Code § 53G-5-305\(1\)\(b\) \(2018\)](#)

#### D. Contents of Proposed Charter

1. An approved charter is a contract between the charter school applicant and the Board of Education which describes the rights and responsibilities of the applicant and the Board of Education and when approved allows for the operation of the proposed charter school. To be approved by the Board, a proposed charter must include each of the following components and do so in a manner satisfactory to the Board:
  - a. The name of the proposed charter school and the name of the charter school applicant;
  - b. The mission statement and purpose of the proposed charter school;
  - c. The proposed opening date of the proposed charter school;
  - d. The grade levels and number of students to be served by the proposed charter school;
  - e. A description of the structure of the proposed charter school's governing board, including the number of board members, how members of the board are appointed, and the terms of office of board members;
  - f. Assurances that:
    - 1) The governing board shall comply with the charter school's bylaws and articles of incorporation and applicable federal and state law and State Board of Education rules;
    - 2) The governing board will meet all reporting requirements applicable to public schools; and
    - 3) That except as provided for under the [Charter School Credit Enhancement Program \(Title 53G, Chapter 5, Part 6\)](#), neither the Board of Education nor the State or any agency of the State is liable for the debts or financial obligations of the charter school or a person who operates the charter school;

- g. Which administrative rules the State Board of Education will waive for the charter school;
- h. The minimum financial standards for operating the charter school;
- i. The minimum standards for student achievement at the charter school;
- j. The mission and educational goals of the school, the curriculum offered, and the methods of assessing whether students are meeting educational goals;
- k. How the school will provide adequate liability and other appropriate insurance for the school, its governing body, and its employees, including its ability to participate in the state's risk management program;
- l. The proposed school calendar, including the length of the school day and school year;
- m. The physical facility in which the school will be housed, if known at the time the charter is signed;
- n. The qualifications to be required of the teachers, which shall include undergoing a criminal background check;
- o. The school's intentions regarding creation of or access to library facilities;
- p. A description of the school administrative and supervisory services;
- q. The school's policies and procedures regarding employee evaluation and employment of relatives; and
- r. The signatures of the charter school's governing board members and (upon approval by the Board) the signature of the president of the Board of Education.

[Utah Code § 53G-3-303 \(2022\)](#)

2. Upon approval of the charter agreement and execution by both the charter school's governing board and by the Board, the Board shall maintain the original and official signed copy of the charter agreement.

[Utah Admin. Rules R277-552-3\(7\) \(November 7, 2023\)](#)

E. Acceptance or Rejection of Application

1. The Board shall act to accept or reject the application for charter school status within forty-five (45) days after initial submission.
2. If the Board rejects the application, it shall state in writing the specific reasons for rejection.
3. A rejected applicant may modify its application and resubmit for reconsideration by the Board or may appeal the denial under the procedure set out below.

[Utah Code § 53G-5-305\(3\) \(2018\)](#)

#### F. Accountability and Review

1. As required by Utah State Office of Education regulations, an authorized representative or representatives of the Board shall visit and inspect the charter school at least once within the first year of its operation. An authorized representative or representatives of the Board shall visit and inspect the charter school thereafter as determined during the approval process. The Board shall provide the charter school with a written report regarding each visit and inspection which sets forth any identified strengths, deficiencies, required corrective actions, and timelines for corrective action, as applicable. Deficiencies are matters where the charter school is in violation of [Utah Code § 53G-5-404](#) or with other governing law, is not satisfying financial, academic, or operational obligations in its charter agreement, or is not providing required documentation after receiving a notice of noncompliance.
2. The Board may also issue a written notice of noncompliance to a charter school if the charter school does not meet standards described in its charter agreement or Board standards due to a significant structural or organizational problem, or if the school fails to follow its charter agreement, or if the school violates any law or regulation. This notice may be accompanied by suggestions or a plan for compliance. The Board shall send a copy of the notice of noncompliance to the State Charter School Board.
3. In addition, the Board shall annually review and evaluate the performance of the charter school and monitor the school for compliance with state and federal laws and regulations. In evaluating the school's performance, the Board may use data and information including, but not limited to, the school's annual financial audit report, statutorily required reports from the school, or reports required in the school's charter. However, the Board may not impose performance standards which are not permitted by statute and which limit, infringe, or prohibit the charter school's ability to successfully accomplish the statutory purposes of charter schools outlined in [Utah Code § 53G-5-104](#) or as otherwise provided for by law.

4. The Board shall notify the State Board of Education within 20 days of any charter school deficiencies that initiate direction from the Board to the charter school for corrective action.

[Utah Code § 53G-5-404 \(2018\)](#)

#### G. Remediation of Deficiencies

1. The Board's notice to a charter school of deficiencies, required corrective action, and the time for completing corrective action shall also inform the charter school that it has a reasonable time to remedy the deficiency. (This does not apply in cases where immediate termination of the school's charter is appropriate.)
2. If the charter school fails to remedy the deficiency or deficiencies within the established time line, then the Board may:
  - a. Remove a charter school director or finance officer;
  - b. Remove a governing board member;
  - c. Appoint an interim director or mentor to work with the charter school, to be paid from charter school funds; or
  - d. Subject to the procedure set forth below, terminate the school's charter.

[Utah Code § 53G-5-501\(2\), \(3\) \(2018\)](#)

#### H. Termination of Charter School Status

1. The Board may terminate a charter school that it sponsors for the following reasons:
  - a. Failure to meet the requirements stated in its charter;
  - b. Failure to meet generally accepted standards of fiscal management;
  - c. Failure to provide adequate liability and other appropriate insurance;
  - d. Subject to space being available for students in other public schools, for failure to make adequate yearly progress under the [No Child Left Behind Act](#) under the circumstances that local districts are required to implement alternative educational arrangements under that law;

- e. Designation of the school as a low performing school under the [School Grading Act](#);
- f. Failure to improve the school's grade under the conditions described in the [School Turnaround and Leadership Development Act](#);
- g. Violation of law, including but not limited to violation of the requirements to
  - 1) Submit an annual progress report to the Board of Education stating:
    - a) The school's progress toward achieving its goals set forth in its charter; and
  - 2) Financial records of the school, including revenues, expenditures, and employee salary and benefit levels.
  - 3) Be non-sectarian in its programs, admission policies, employment practices and operations;
  - 4) Not charge tuition or fees except those normally charged by public schools;
  - 5) Not employ an educator whose license has been suspended or revoked by the State Board of Education;
  - 6) Meet all applicable health, safety, and civil rights requirements;
  - 7) Submit all annual reports required of public schools, including an annual audited financial report;
  - 8) Not advocate unlawful conduct; or,
- h. Other good cause shown.

[Utah Code § 53G-5-503\(1\) \(2018\)](#)

[Utah Code § 53G-5-404\(1\), \(4\), \(6\), \(8\), \(10\) \(2018\)](#)

#### I. Procedure for Termination of Charter

- 1. If the Board determines that the charter of a school it sponsors should be terminated, then the following procedure shall apply:
  - a. The Board shall notify the charter's school governing board in writing of the proposed termination and the grounds for termination. This notice shall also

- inform the school governing board that it may in writing request an informal hearing before the Board regarding the proposed termination.
- b. If the school governing board requests a hearing, the Board shall conduct that hearing within 30 days of receiving the request. The hearing shall be conducted under the informal hearing procedures of the [Utah Administrative Procedures Act](#).
  - c. If following the hearing the Board by majority vote determines to terminate the charter, the school governing body may appeal that decision to the State Board of Education.
2. Notwithstanding the above, the Board may terminate a charter immediately if good cause therefore is shown or if the health, safety, or welfare of the students at the charter school is threatened, except as provided below for schools with qualifying outstanding bonds.

[Utah Code § 53G-5-503\(2\), \(5\) \(2018\)](#)

#### J. Procedures Applicable to Charter Schools With Outstanding Bonds

1. The procedures for remedying deficiencies and for terminating a charter school's charter are modified where the school has outstanding bonds issued under the [Charter School Credit Enhancement Program](#), as follows.
2. The notice of deficiencies shall also be given to the [Utah Charter School Finance Authority](#).
3. The Board must also give notice to that agency before it may take one of the actions other than termination. Where the Board seeks to terminate the school's charter, the notice of proposed termination and grounds for termination is also provided to the [Utah Charter School Finance Authority](#). The hearing on termination is held at least 120 days after the notice is given to the Authority and the charter school governing board (rather than 30 days). Before the hearing is held, the Authority will meet with the Board to determine whether the deficiency may be remedied in lieu of termination of the charter. If after the hearing the Board votes to terminate the charter, termination nevertheless may not be effected without the agreement of the Authority. Similarly, where immediate termination of a charter might be appropriate, such termination cannot be effected without the agreement of the Authority.

[Utah Code § 53G-5-501\(1\)\(b\), \(4\) \(2018\)](#)

[Utah Code § 53G-5-503\(2\)\(a\)\(ii\), \(2\)\(e\), \(3\) \(2018\)](#)

K. Appeals from Board Actions

1. Subject to and pursuant to the rules and procedures established by the State Board of Education, the following actions may be appealed to the State Board:
  - a. Termination of a charter;
  - b. Denial of proposed amendments to a charter;
  - c. Denial or withholding of funds from the charter school governing board; and
  - d. Denial of a charter application.
2. In taking any of these actions, the Board shall provide written notice to the charter school governing board chair or authorized agent of the action and of appeal rights and timelines. (An appeal must be submitted to the State Superintendent within 14 calendar days of the challenged action.) The Board shall also post information about the appeals process on its website and shall provide training to charter school governing board members and authorized agents regarding the appeals process.

L. School Operation Following Termination

1. If a charter is terminated, then the District may either assume management and operation of the charter school or may upon application permit the governing board of another charter school or a private management company to operate the school.

[Utah Code § 53G-5-503\(6\) \(2018\)](#)

## POLICY 5070

### Communicable Diseases

#### A. Reports

1. The principal shall report to the local health authority or to the Utah Department of Health and Human Services those students attending school who are suspected of having a reportable disease or condition, as defined by state law and the Utah Department of Health and Human Services.

[Utah Code § 26B-7-206\(9\) \(2023\)](#)

[Utah Admin. Rules R386-702-4\(1\)\(j\) \(November 8, 2024\)](#)

#### B. Exclusion

1. The principal, at the direction of local health officers, or an official of the Utah Department of Health and Human Services shall exclude from attendance any student suffering from a reportable disease, as defined by the Utah Department of Health and Human Services, until directed otherwise by the same officials.

[Utah Code § 26A-1-114\(3\)\(b\) \(2025\)](#)

[Utah Admin. Rules R386-702-11\(2\)\(c\), \(d\), \(e\) \(November 8, 2024\)](#)

#### C. Re-Admittance

1. Students excluded for reason of communicable disease according to [Policy 5071 Communicable Disease Guidelines for Exclusion of Children from School](#) shall be readmitted as determined by the local or state health authority.

[Utah Code § 26A-1-114\(3\)\(b\) \(2025\)](#)

[Utah Admin. Rules R386-702-11\(2\)\(c\), \(d\), \(e\) \(November 8, 2024\)](#)

#### D. Communicable Disease and Event Reports

1. School personnel shall report diseases and health events in writing to the Utah Department of Health and Human Services or to the local health department as required by [Utah Admin. Rules R386-702-3 and R386-702-6](#). Certain diseases and events must be reported by telephone immediately upon discovery, as well as in writing. Each verified report should include the name of the student afflicted, age, sex, address, date of onset, and such other information as prescribed by the

Department of Health and Human Services. If available, the report form supplied by the Department of Health and Human Services should be used.

[Utah Admin. Rules R386-702-4\(1\)\(j\) \(November 8, 2024\)](#)

[Utah Admin. Rules R386-702-3 \(November 8, 2024\)](#)

[Utah Admin. Rules R386-702-6 \(November 8, 2024\)](#)

2. Reports made by school personnel are confidential, but full assistance shall be given to attending physicians or public health workers.

[Utah Admin. Rules R386-702-8\(1\), \(2\) \(November 8, 2024\)](#)

## POLICY 5210

### Protection of Students Against Exploitation

- A. Students attending schools within the District shall be protected against exploitation or unwarranted subjection to outside influences which vie for their time, energies and money.
- B. All contests in the school must be related to, or arising from the curriculum. Agencies or individuals desiring to sponsor contests of any nature must submit their requests in writing to the Superintendent. Included in the request must be the purpose, rules, regulations, prizes and all pertinent information regarding the background and function of the contest. Approved contests will be given to the principals.
- C. The collection of money for outside agencies may be carried on in the schools where collection is made through individual student's voluntary participation. Individual students cannot be recognized or rewarded for participation in money collection activities. Schools may make contributions by check from funds established for that purpose, when the principal deems the program to be of sufficient importance to warrant such a contribution. Refer to [Policy 5310 Fundraising](#) for additional guidelines on fund raising.
- D. No student will be subject to carrying notices, circulars, samples or any like material home, except that which is sponsored by the Parent Teacher Association, the Board of Education, local governmental entities, or the officials of county, city, or state government in emergency cases. With the permission of the Superintendent, other organizations may leave notices, posters, circulars, etc. in the foyer or office of schools for students to voluntarily take. Materials may not contain any reference to the school or District that may be interpreted as an endorsement. Qualifying organizations will be encouraged to utilize the electronic posting service provided by the district.
- E. Non-school groups may not solicit membership among students within the school buildings, on the school grounds, on school buses or at any school related function.

## Policy 2045

### Fraud

#### A. Background

1. The fraud policy is established to facilitate the development of controls that will aid in the detection and prevention of fraud against Box Elder School District (BESD). It is the intent of BESD to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

#### B. Scope of Policy

1. This policy applies to any irregularity, or suspected irregularity, involving employees as well stakeholders, consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other parties with a business relationship with BESD.
2. Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to BESD.

#### C. Policy

1. Management is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of the management team will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.
2. Any irregularity that is detected or suspected must be reported immediately to the Business Administrator, who coordinates all investigations with Legal Counsel/Internal Auditor and other affected areas, both internal and external.

#### D. Actions Constituting Fraud

1. The terms defalcation, misappropriation, and other fiscal irregularities refer to, but are not limited to:
  - a. Any dishonest or fraudulent act;

- b. Misappropriation of funds, securities, supplies, or other assets;
- c. Impropriety in the handling or reporting of money or financial transactions;
- d. Obtaining personal benefit as a result of insider knowledge of district activities or on district time or with district equipment or facilities.
- e. Disclosing confidential, private, or proprietary information to outside parties
- f. Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to BESD. Exception: Gifts less than \$5040 in value.
- g. Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment; and/or
- h. Any similar or related irregularity.

#### E. Other Irregularities

1. *Irregularities* concerning an employee's moral, ethical, or behavioral conduct should be resolved by departmental management and Human Resources rather than the Business Administrator.
2. If there is any question as to whether an action constitutes fraud, contact the Business Administrator for guidance.

#### F. Investigation Responsibilities

1. The Business Administrator has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. If the investigation substantiates that fraudulent activities have occurred, the Business Administrator will issue reports to appropriate designated personnel and, if appropriate, to the Board of Education through the Audit Committee.
2. Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and senior management, as will final decision on disposition of the case.

#### G. Confidentiality

1. The Business Administrator treats all information received confidentially. Any employee who suspects dishonest or fraudulent activity will notify the Business Administrator immediately, and *should not attempt to personally conduct investigations or interviews/interrogations* related to any suspected fraudulent act (see Reporting Procedure section below).
2. Investigation results *will not be disclosed or discussed* with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect BESD from potential civil liability.

#### H. Authorization for Investigating Suspected Fraud

1. Members of the Investigation Unit/Audit Committee will have:
  - a. Free and unrestricted access to all BESD records and premises, whether owned or rented; and
  - b. The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of their investigation.

#### I. Reporting Procedures

1. Great care must be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or altering suspected individuals that an investigation is under way.
2. An employee who discovers or suspects fraudulent activity will contact the Business Administrator immediately. The employee or other complainant may remain anonymous. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the Business Administrator or Internal Auditor. No information concerning the status of an investigation will be given out. The proper response to any inquiries is: "I am not at liberty to discuss this matter." *Under no circumstances* should any reference be made to "the allegation," "the crime," "the fraud," "the forgery," "the misappropriation," or any other specific reference.
3. The reporting individual should be informed of the following:
  - a. Do not contact the suspected individual in an effort to determine facts or demand restitution.

- b. Do not discuss the case, facts, suspicions, or allegations with *anyone* unless specifically asked to do so by the Legal Department/Auditors or Business Administrator.
- c. Any attempt by the suspect to intimidate or discuss the matter with the reporting individual should be reported to the Business Administrator. If it is found unauthorized contact has taken place it can result in personnel action which could include termination.

#### J. Termination

1. If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed for approval by the designated representatives from Human Resources and outside counsel, before any such action is taken. The disciplinary process for will follow the district policy as outlined in [Policy 3044 Orderly School Termination for Employees](#). Recommendations for discipline for students will follow student policies. Investigative findings of individuals not employed by the school district will be referred to the proper legal authority.

## POLICY 3018

### Military Leave

#### A. Purpose

1. This policy is adopted to implement the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), [United States Code Title 38, Chapter 43](#).

#### B. Definitions

1. "Service in the uniformed services" means all categories of federal military training and service, including voluntary and involuntary service, National Guard or reserve service, active components of the United States armed forces, and other functions as specified in the applicable regulations.

[20 CFR 1002.5\(l\), \(o\)](#)  
[20 CFR 1002.6](#)

#### C. Military Leave

1. An employee is entitled to unpaid leave of absence from employment with the District to engage in service in the uniformed services and to return to employment or to be promptly reemployed by the District as provided by USERRA and this policy.

[20 CFR 1002.32](#)  
[20 CFR 1002.180](#)  
[Utah Code § 71A-8-105\(1\) \(2024\)](#)

2. The employee is entitled to all the rights and benefits that accompany an unpaid leave of absence taken from the District for other reasons. However, if during the period of service, the employee knowingly provides the District with written notice of intent not to return to employment, the employee is not entitled to those benefits (although the employee still would be entitled to reemployment).

[20 CFR 1002.149](#)  
[20 CFR 1002.152](#)

3. Upon reemployment following service in the uniformed services, the employee will be placed in the position that the employee would have attained with reasonable certainty if not for the absence for military service, including the seniority, status, and

rate of pay that the employee would have in that position, subject to the specific implementing regulations regarding determination of the position.

[20 CFR 1002.191](#)  
[20 CFR 1002.193\(a\)](#)  
[20 CFR 1002.194](#)  
[20 CFR 1002.195](#)  
[20 CFR 1002.196](#)  
[20 CFR 1002.197](#)  
[20 CFR 1002.198](#)  
[20 CFR 1002.199](#)  
[20 CFR 1002.225](#)

4. As set forth in applicable regulations, an employee is not entitled to reemployment with the District if the District demonstrates that the District's circumstances have changed so as to make reemployment impossible, or that reemploying the employee would impose an undue hardship on the District, or that the position the employee left was employment for a brief, nonrecurrent period without any reasonable expectation that it would continue indefinitely or for a significant period.

[20 CFR 1002.139](#)

5. An employee who has returned from a leave of absence for military service longer than 30 days can only be discharged for cause for 180 days after reemployment (if the leave period was between 31 and 180 days) or for one year after reemployment (if the leave period was more than 180 days).

[20 CFR 1002.247](#)

6. While military leave is unpaid leave, an employee may choose to use accrued vacation or annual leave to receive pay during the period of military leave. Because sick leave may only be used for illness under District policy, the employee may not use paid sick leave during military leave.

[20 CFR 1002.153](#)

7. Consistent with District policy that employees do not accrue vacation or annual leave during an unpaid leave of absence for other purposes, employees on leave for military service do not accrue leave during the period of absence.

[20 CFR 1002.150\(c\)](#)

8. If the employee has health insurance coverage through the District, the employee may elect to continue that coverage for the period which is the shorter of either

- a. 24 months from the beginning of absence for service or
  - b. the period from the beginning of absence for service until the employee is required to return to service or apply for reemployment. (If the employee does not already have health insurance coverage, the employee is not entitled to start new coverage when taking military leave. If the employee is receiving in lieu payments from the District based on having health insurance coverage with another insurance provider, those payments will be discontinued during the period the employee is on leave longer than 30 days.)
9. If the period of absence for military service is 30 days or less, the employee will only be responsible for paying the regular employee share for insurance coverage. If the period of absence for military service is 31 days or longer, the employee will be required to pay 102% of the full premium for the coverage. An employee's coverage may be cancelled (subject to certain conditions) for failure to give the District advance notice of the leave, failing to elect coverage when the leave is for more than 30 days, or failing to pay the required premiums. If the employee's health insurance coverage is terminated in connection with military leave, it will be reinstated when the employee returns to employment.

[20 CFR 1002.164](#)

[20 CFR 1002.166](#)

[20 CFR 1002.167](#)

[20 CFR 1002.168](#)

10. If the employee participates in state retirement through the District, upon reemployment the employee is treated as not having had a break in service. The District will make up the contributions that would have been required if the employee had not had a break in service. The employee is permitted, but is not required, to make up the employee's missed contributions or elective deferrals. However, if the employee does not make up the contributions or deferrals, then the District is not required to make up a match or benefit that was contingent on the contribution or deferral.

[20 CFR 1002.262](#)

#### D. Conditions and Limitations

1. The employee is required to give advance verbal or written notice of the leave unless giving notice is prevented by military necessity or is unreasonable under the circumstances.

[20 CFR 1002.32\(a\)\(1\)](#)

[20 CFR 1002.85](#)

[20 CFR 1002.86](#)

2. The maximum amount of military leave the employee is entitled to take from employment with the District is a total of 5 years. However, leave for periodic guard or reserve training does not count towards that total and there are other specific exclusions from this total as provided in the regulations.

[20 CFR 1002.32\(a\)\(2\)](#)  
[20 CFR 1002.99](#)  
[20 CFR 1002.103](#)

3. The employee must timely return to work or timely apply for reemployment following the leave for military service. If the employee fails to do so, the employee will be considered as absent without leave and will be subject to discipline in the same way that applies to other kinds of unexcused absences from work. If the leave period is less than 31 days or the leave was for a military fitness examination, the employee must report for work by the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service plus the expiration of 8 hours for travel from the place of service to employee's residence. If the leave period is between 31 and 180 days, the employee must submit a verbal or written application for reemployment not less than 14 days after completion of the service; however, if it is impossible or unreasonable to do so through no fault of the employee, the employee must submit the application on the next full calendar day after it becomes possible to do so. If the leave period is more than 180 days, the employee must submit a verbal or written application for reemployment not less than 90 days after completion of the service; however, if it is impossible or unreasonable to do so through no fault of the employee, the employee must submit the application on the next full calendar day after it becomes possible to do so. The time for reporting or applying will also be extended if the employee is hospitalized for or convalescing from an illness or injury incurred in or aggravated during performance of service.

[20 CFR 1002.115](#)  
[20 CFR 1002.116](#)  
[20 CFR 1002.117\(a\)](#)

4. The employee is not entitled to reemployment if the employee's discharge from service is a disqualifying discharge or under other than honorable conditions as defined by the applicable regulations. If the nature of the discharge is later changed by a military review board so as to no longer be disqualifying, the employee is entitled to reemployment but no back pay or benefits will be provided with respect to the time between the discharge and the change of the nature of the discharge.

[20 CFR 1002.32\(a\)\(4\)](#)  
[20 CFR 1002.137](#)  
[20 CFR 1002.138](#)

5. If the leave for military service is 31 days or longer, the employee must provide the District with documentation establishing that the reemployment application is timely, the employee has not exceeded the 5-year limit, and the employee's separation or dismissal from military service was not disqualifying. However, if the documentation does not exist or is not readily available, the employee will be reemployed subject to receiving the documentation and subject to dismissal if the documentation when received shows that the employee is not entitled to reemployment.

[20 CFR 1002.121](#)

[20 CFR 1002.122](#)

#### E. Military Leave for State Duty

1. Members of the Utah National Guard or the State Defense Force, when ordered to state military service by the governor, have the same rights and protections as provided by USERRA for activation to federal military service for the duration of their state service not to exceed five years. General officers of the Utah National Guard or the State Defense Force or other officers appointed to a general officer position, when appointed to state employment by the governor or the adjutant general, have the same rights and protections as provided by USERRA for activation to federal military service for the duration of their state appointment, even if the state appointment exceeds five years. Upon satisfactory release from state or federal orders, or from hospitalization incidental to the orders, the member shall be permitted to return to the prior employment and have the same rights and protections as provided by USERRA for activation to federal military service as it pertains to seniority, status, pay, and vacation the member would have had as an employee if the member had not been absent for military purposes.

[Utah Code § 71A-8-105\(2\), \(3\), \(4\) \(2024\)](#)

## POLICY 3035

### Employee Criminal Background Checks and Personal Reporting of Arrests and Convictions Disclosure Requirements

#### A. Definitions

1. A "licensed employee" is one who holds a valid Utah educator license.
2. A "non-licensed employee" is one who does not hold a current Utah educator license issued by the State Board of Education.
3. A "qualifying volunteer" is a volunteer who will be given significant unsupervised access to a student in connection with the volunteer's assignment. For purposes of this policy, "qualified volunteer" does not include an officer or employee of a cooperating employer ~~which~~ that has an internship safety agreement with the District.
4. A "contract employee" is an employee of a staffing service or other entity who works at a District school under a contract.
5. "Personal identifying information" means an individual's current name, former names, nicknames and aliases; date of birth, address; telephone number; driver license number or other government-issued identification number; Social Security number; and fingerprints.
6. "Criminal History Report" is a document generated by the Bureau of Criminal Identification after a search of the State of Utah's criminal history files and/or other state and federal databases designated by applicable law or by the District.
7. "Background Check" means information on an applicant or employee that may include, but is not limited to, Criminal History Reports and driving record reports.
8. "Alcohol related offense" means a violation of Utah Code Title 41, Chapter 6a, Part 5, Driving Under the Influence and Reckless Driving (except for offenses not involving alcohol), Utah Code § 76-9-701 (Intoxication), Utah Code § 32B-4-403 (Unlawful sale, offer for sale, or furnishing to a minor) and any offense under the laws of another state that is substantially equivalent to these offenses.

9. "Drug related offense" means any criminal offense under Utah Code Title 58, Chapter 37 (Utah Controlled Substances Act), Chapter 37a (Utah Drug Paraphernalia Act), Chapter 37b (Imitation Controlled Substances Act), Chapter 37c (Utah Controlled Substance Precursor Act), Chapter 37d (Clandestine Drug Lab Act) and Chapter 37e (Drug Dealer's Liability Act).

[Utah Code § 53G-11-401\(3\), \(6\), \(7\) \(2024\)](#)

[Utah Code § 53G-11-402\(1\)\(a\)\(iii\) \(2024\)](#)

[Utah Admin. Rules R277-316-2\(6\), \(10\), \(11\), \(13\) \(January 10, 2025\)](#)

[Utah Admin. Rules R277-210-2\(3\), \(15\) \(January 10, 2024\)](#)

[Utah Admin. Rules R277-316-2\(1\), \(8\) \(January 10, 2025\)](#)

## B. Employment Screening

1. All persons seeking a licensed employee position with the District shall provide their educator licensing information with their application for employment.
2. Prior to employing an individual as a licensed employee, the District shall confirm the individual's license status and standing with the State Board of Education, including inquiring regarding any prior or pending disciplinary actions or complaints.
3. Upon employing an individual as a licensed employee, the District shall request that the State Board of Education provide notification to the District of any changes or updates received by the State Board through its ongoing monitoring of the individual's criminal history and background.
4. At the time a prospective employee makes application for employment with the District, such prospective employee shall fill out an employment application providing the following warning:
  - a. "All references stated in this application will be checked by the District and it is the policy of this District that false information will be grounds for rejecting your application with no further consideration for the position; or, if such false information is discovered after hire, you may be subject to immediate termination for cause. Any false information may also be the grounds for criminal prosecution."
5. All employees seeking employment with the District shall provide personal identifying information including: current name, former names, nicknames, and aliases, date of birth, address, telephone number, driver license number or other government issued identification number, social security number and fingerprints.

6. All employees, qualifying volunteers, and contract employees seeking employment with the District and who are 18 years old or older shall sign a written release, waiver and authorization which authorize the District to request information from the prospective employee's past three employers and supervisors. The release, waiver and authorization shall also authorize the District to contact former employers to obtain a reference check and to conduct a background search into the employee's criminal record, if any, or any other background check as the District deems necessary to satisfy itself of the quality and competence of the prospective employee's credentials.

[Utah Code § 53G-11-402\(1\)\(a\) \(2024\)](#)

[Utah Code § 53-10-108\(13\)\(b\)\(ii\) \(2025\)](#)

7. The District shall consider only those convictions which are job-related. The prospective employee shall have opportunity to respond to any information received as a result of the background check.
8. If a current employee is dismissed from employment because of information obtained through a background check, the person shall receive written notice of the reasons for dismissal and shall have an opportunity to respond to the reasons for the dismissal.
9. Each current employee and prospective employee must agree to have his/her fingerprints taken and sign a document of acknowledgment and waiver permitting the District to request a background check of any state or federal criminal history file that the District might deem applicable as a condition of employment.
10. The District shall, for each non-licensed employee and volunteer who will be given significant unsupervised access to a student in connection with the volunteer's assignment, collect personal identifying information including: current name, former names, nicknames and aliases, date of birth, address, telephone number, driver license number or other government issued identification number, social security number and fingerprints and submit that personal identifying information to the Bureau of Criminal Identification within the Department of Public Safety.

[Utah Code § 53G-11-402 \(2023\)](#)

[Utah Admin. Rules R277-316-4](#)

#### C. Licensed Employees - Background Checks

1. The USBE will conduct background checks for all licensed employees in the year in which their license is to be renewed.

~~D. Licensed Employees – Reporting of Arrests and Convictions~~

- ~~1. A Licensed Educator who is arrested for any of the following alleged offenses shall report the arrest within forty-eight (48) hours or as soon as possible to the Superintendent or his/her designee:
  - ~~a. Any matters involving arrests for alleged sex offenses;~~
  - ~~b. Any matters involving arrest for alleged drug-related offenses;~~
  - ~~c. Any matter involving arrests for alleged alcohol-related offenses;~~
  - ~~d. Any matters involving arrests for alleged offenses against the individual under Utah Code § 76-5, Offenses Against the Individual. This Title and Chapter includes, but is not limited to, crimes where a person has assaulted, harassed, abused, neglected, exploited, endangered, kidnapped, murdered, trafficked, raped, sexually assaulted, etc., another person(s); and~~
  - ~~e. Any matters relating to arrests for violations of the vehicle code for employees who drive motor vehicles as an employment responsibility.~~
  - ~~f. Any matters involving an alleged felony offense under Utah Code Title 76, Chapter 6, Offenses Against Property;~~
  - ~~g. Any matters involving an alleged crime of domestic violence under Utah Code Title 77, Chapter 36, Cohabitant Abuse Procedures Act; and~~
  - ~~h. Any matters involving an alleged crime under federal law or another state's law comparable to any of the alleged crimes listed above.~~~~
- ~~2. A Licensed Educator shall report convictions, including pleas in abeyance and diversion agreements, within forty-eight (48) hours or as soon as possible upon receipt of notice of the conviction, plea in abeyance, or diversion agreement. Failure to report any arrest or conviction pursuant to this policy may result in disciplinary action, up to, and including, termination.~~
- ~~3. A Licensed Educator will be immediately suspended from student supervision responsibilities for alleged sex offenses and other alleged offenses which may endanger students during the period of investigation.~~
- ~~4. A Licensed Educator will be immediately suspended from transporting students or driving a public education vehicle for alleged offenses involving alcohol or drugs during the period of investigation.~~

5. ~~The District will provide adequate due process for the accused employee consistent with Utah Admin. Rules R277-316 and applicable administrative procedures established by the District.~~
6. ~~The Superintendent or his/her designee shall report a conviction, arrest, or offense information received from a Licensed Educator to the USBE.~~
7. ~~Records of arrests and convictions shall be placed in the employee's personnel file upon receipt by the District and will:~~
  - a. ~~Include final administrative determinations and actions following investigation; and~~
  - b. ~~Be maintained for a minimum of two (2) years following termination of employment with the District and require protection of confidential employment information.~~

#### E. Non-Licensed Employees - Background Checks

1. All non-licensed employees, qualifying volunteers, and contract employees seeking employment with the District or service in a District school and who are subject to the background check requirement shall provide their personal identifying information with their application. "Non-licensed employees" includes substitute teachers who are not licensed by the State Board of Education.

[Utah Code § 53G-11-402\(1\)\(b\) \(2024\)](#)

[Utah Code § 53E-6-901\(3\) \(2024\)](#)

[Utah Admin. Rules R277-316-3\(1\)\(a\) \(January 10, 2025\)](#)

2. The District shall obtain consent from each applicant who is subject to the background check requirement and who is seeking employment as a non-licensed employee or service as a qualifying volunteer or contract employee for
  - a. an initial fingerprint-based background check by the FBI and Bureau of Criminal Identification and
  - b. the retention of personal identifying information and ongoing monitoring by the Bureau of Criminal Identification. ~~(A model consent form is included at the end of this policy.)~~

[Utah Code § 53G-11-402\(1\)\(b\)\(iii\) \(2024\)](#)

3. Prior to employing a non-licensed employee or permitting a contract employee or qualifying volunteer to provide service in a District school, the District shall require the individual to undergo a background check. (This requirement does not apply if the individual is younger than 18 years old.) The District shall submit the individual's personal identifying information, including fingerprints, to the Bureau of Criminal Identification for this background check.

[Utah Code § 53G-11-402\(1\)\(a\), \(c\) \(2024\)](#)  
[Utah Admin. Rules R277-316-3\(1\)\(a\) \(January 10, 2025\)](#)

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

[Utah Code § 53G-11-402\(1\)\(c\)\(ii\) \(2024\)](#)  
[Utah Admin. Rules R277-316-3\(1\)\(a\) \(January 10, 2025\)](#)

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

[Utah Code § 53G-11-402\(4\) \(2024\)](#)

6. With respect to applications submitted by prospective non-licensed employees, contract employees, or qualifying volunteers, the District will pay the cost of an applicant's background check.

[Utah Code § 53G-11-402\(2\) \(2024\)](#)

F. **Non-Licensed Employees Duty to Personally Reporting of Arrests and Convictions**

1. An **Non-Licensed** employee who is arrested, **cited, or charged** for any **of the following** alleged offenses shall report the arrest, **citation, or charge** within forty-eight (48) hours or **as soon as possible** to the Superintendent or designee, **including, but not limited to**:
  - a. Any matters involving **arrests for an** alleged sex offenses;
  - b. Any matters involving **arrests for an** alleged drug-related offenses;
  - c. Any matters involving **arrests for an** alleged alcohol-related offenses;

- d. Any matter involving ~~arrests for an~~ alleged offenses against the individual under [Utah Code Ann. Title 76, Chapter 5, Offenses Against the Individual](#); ~~This Title and Chapter includes, but is not limited to, crimes where a person has assaulted, harassed, abused, neglected, exploited, endangered, kidnapped, murdered, trafficked, raped, sexually assaulted, etc., another person(s); and~~
  - e. Any matters ~~relating to~~ involving an alleged felony offense under [Utah Code Title 76, Chapter 6, Offenses Against Property](#) ~~arrests for violations of the vehicle code for employees who drive motor vehicles as an employment responsibility.~~
  - f. Any matters involving an alleged crime of domestic violence under [Utah Code Title 77, Chapter 36, Cohabitant Abuse Procedures Act](#); and
  - g. Any matters involving an alleged crime under federal law or another state's law comparable to any of the alleged crimes listed above.
2. An employee shall report any felony or misdemeanor convictions, including pleas in abeyance within 48 hours or as soon as possible upon receipt of notice of the conviction or plea in abeyance.
  3. After receiving arrest information about the employee, the Superintendent or designee shall review the arrest information and assess the employment status considering the employee's assignment. The employment status of licensed educators shall be evaluated in light of the Utah Educator Standards, [Utah Code § 53E-6-604](#), and District policy. An employee shall be immediately suspended from student supervision responsibilities for alleged sex offenses and other alleged offenses that may endanger students during the period of investigation. An employee shall be immediately suspended from any duties that require the employee to transport students or operate or maintain a District vehicle for alleged offenses involving drugs or alcohol during the period of investigation.
  4. The employee shall report for work following the arrest unless directed not to report for work by the District, consistent with District policy.
  5. Failure to report any arrest or conviction pursuant to this policy may result in disciplinary action, up to, and including, termination.
  6. Documents and records related to an employee's arrest and/or conviction or plea in abeyance, as well as final administrative determinations and actions following investigation, shall be maintained for a minimum of two (2) years following termination of employment with the District and require protection of confidential employment information.

7. Any District volunteer who has or may be given significant unsupervised access to children in connection with the volunteer's assignment for the District shall be considered an "employee" for purposes of the requirements of this policy.

[Utah Admin. Rules R277-217-4 \(January 10, 2024\)](#)

[Utah Admin. Rules R277-316-3 \(January 10, 2025\)](#)

[Utah Admin. Rules R277-316-6 \(January 10, 2025\)](#)

[Utah Code § 53E-6-604 \(2024\)](#)

[Utah Code § 53G-11-406\(1\) \(2019\)](#)

- ~~8. A Non-Licensed Employee will be immediately suspended from student supervision responsibilities for alleged sex offenses and other alleged offenses which may endanger students during the period of investigation.~~
- ~~9. A Non-Licensed Employee will be immediately suspended from transporting students of driving a public education vehicle for alleged offenses involving alcohol or drugs during the period of investigation, and where reasonable cause exists, an existing employee must submit to a background check.~~
10. The District will provide adequate due process for the accused employee consistent with [Utah Admin. Rules R277-316](#) and applicable administrative procedures established by the District.
11. The Human Resource Executive Director over Personnel shall review arrest information and make employment decisions that protect both the safety of students and/or employees and the confidentiality and due process rights of employees.
  - a. In making decisions in reliance on criminal history information, the District shall consider rules established by the State Board of Education and
    - 1) any convictions, including pleas in abeyance;
    - 2) any matters involving a felony; and
    - 3) any matters involving an alleged:
      - a) sexual offense;
      - b) class A misdemeanor drug offense;

- c) offense against the person under [Title 76, Chapter 5, Offenses Against the Individual](#);
- d) class A misdemeanor property offense that is alleged to have occurred within the previous three years; and
- e) any other type of criminal offense, if more than one occurrence of the same type of offense is alleged to have occurred within the previous eight years.

[Utah Code § 53G-11-405\(3\) \(2022\)](#)

[Utah Code § 53G-11-402\(3\) \(2024\)](#)

12. Records of arrests and convictions shall be placed in the employee's personnel file upon receipt by the District and will:
- a. Include final administrative determinations and actions following investigation; and
  - b. Be maintained only as necessary to protect the safety of students and/or employees and with strict requirements for the protection of confidential employment information.

#### G. District Reports to State Board of Education

- 1. The Superintendent or designee shall report the conviction, arrest or offense information received from licensed educators to the State Board of Education within forty-eight (48) hours of receipt of information from licensed educators. If possible, this report shall be made using the form provided by the State Superintendent on the State Board of Education website.
- 2. "Licensed educator" means an individual who holds a valid Utah educator license and has satisfied all requirements to be a licensed educator in the Utah public school system.

[Utah Admin. Rules R277-217-4\(3\), \(4\) \(January 10, 2024\)](#)

[Utah Admin. Rules R277-316-2\(10\) \(January 10, 2025\)](#)

[Utah Code § 53G-11-406\(2\) \(2019\)](#)

- H. ~~When arrest/conviction information is received by the District regarding a Licensed Employee, the Superintendent or his/her designee shall review that information and assess the employment status consistent with [Utah Admin. Rules R277-316-3\(1\)\(b\)](#)~~

~~(February 7, 2020) and District policy. The District will also report the arrest to the USBE within forty-eight (48) hours.~~

- I. ~~When arrest/conviction information is received by the District regarding a Non-Licensed Employee, the Superintendent or his/her designee shall review that information and assess the employee's employment status while considering the Non-Licensed Employee's employment status consistent with applicable Utah law, rules, and regulations, District policy, and any applicable Employment Agreements or Memorandums of Understanding.~~
- J. Where reasonable cause exists, a current employee may be required to submit to fingerprinting and a criminal background check at the Board's expense prior to the intervallic background check.
- K. If the District disqualifies an applicant as a result of criminal history obtained from a background check, the District shall give the individual written notice of the disqualification and of the individual's right to request a review of the disqualification.

[Utah Code § 53G-11-405\(1\)\(c\) \(2022\)](#)

- 1. An individual disqualified by the District as a result of a background check may request a review of the information received by the District through the background check and of the reasons for the disqualification and may respond to the information and the reasons for disqualification. The District shall, consistent with the requirements of [Utah Code § 53-10-108](#), allow the individual to review the criminal history information received by the District.

[Utah Code § 53G-11-405\(1\)\(a\), \(b\) \(2022\)](#)

- L. The District shall cooperate with the USBE in investigations of Licensed Educators.
- M. ~~The employee shall report for work following the arrest unless directed not to report for work by the District, consistent with District policy.~~
- N. ~~Failure to report any arrest or conviction pursuant to this policy may result in disciplinary action, up to, and including, termination.~~
- O. ~~Any district volunteer who has or may be given significant unsupervised access to children in connection with the volunteer's assignment for the District shall be considered an "employee" for purposes of the requirements of this policy.~~

~~Utah Admin. Rules R277-217-4 (January 10, 2024)~~

~~Utah Admin. Rules R277-316-4 (January 10, 2025)~~

~~[Utah Admin. Rules R277-316-6 \(January 10, 2025\)](#)~~

~~[Utah Code § 53E-6-604 \(2024\)](#)~~

~~[Utah Code § 53G-11-406\(1\) \(2019\)](#)~~

References:

[Utah Code § 53E-6-401](#)

[Utah Code § 76-5, Offenses Against the Individual](#)

[Utah Admin. Rules R277-316](#)

**Disclosure and Consent for Employment / Reference Checks  
and Release of Liability (Licensed)**

~~I understand that previous employment and my submitted references may be checked by the District. I affirm by my signature that (1) I have disclosed the employer for every prior paid position I have held where my job responsibilities included directly caring for, supervising, controlling, or having custody of anyone under 18 years of age; (2) I consent to past and present employer(s) and references disclosing to the District any and all information, including disciplinary records, which may be pertinent to my employment, and that such information includes, but is not limited to, all information relating to any employment action or discipline imposed for abuse of any child or student; and (3) I understand that if I am hired, any information obtained or maintained by the District may be disclosed to any future subsequent potential employer of mine who contacts the District for an employment or reference check.~~

~~I hereby waive any right to see any written material(s) submitted to the District in response to the above inquiries or notes of oral communication relative to such inquiries. I understand that if I am hired by the District any information received in response to the above inquiries is placed in my personnel file, and I may be denied the right to inspect such material(s).~~

~~By signing below, I agree to release the District from any action for damages relating to the District's refusal to hire me as a result of information obtained during a reference or background check. I agree to release the District from any action for damages relating to information disclosed by the District to any future subsequent potential employer of mine who contacts the District for an employment or reference check.~~

~~I understand that providing false information to the District as part of the application process will be grounds for rejecting an application with no further consideration for the position; or, if such false information is discovered after hire, I will be subject to immediate termination for cause. Any false information may also be the grounds for criminal prosecution. I agree to release the District from any cause of action for damages as a result of the District's termination of my employment as a result of falsifying any information included in this application.~~

~~Signature \_\_\_\_\_ Date \_\_\_\_\_~~

**Disclosure and Consent for Employment / Reference Checks and Release of Liability  
(Non-Licensed)**

I understand and acknowledge that: (1) in considering my application for employment, \_\_\_\_\_ School District ("the District") is legally required to obtain a nationwide (FBI) criminal background check and (if I am hired) ongoing criminal history monitoring while I work for the District; (2) information provided to the District (including fingerprints) will be used for this purpose; (3) the background check process must meet the requirements of Utah Code § 53-10-108(4); (4) procedures for obtaining a change, correction, or updating your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34; (5) I have received (on the fingerprint card form) the FBI Privacy Act Statement and have received the FBI Noncriminal Justice Applicant's Privacy Rights; (6) the background check results will be used to decide whether to employ me and will only be provided to those investigating or involved in the hiring process; (7) I may obtain my criminal history information from the Utah Bureau of Criminal Identification; and (8) if my application is rejected based on criminal background information I will be given written notice of the disqualifying reasons and of the right to request review of the disqualification. My signature affirms this acknowledgment and my consent to the District obtaining the initial check and ongoing monitoring while I work for the District.

I understand that previous employment and my submitted references may be checked by the District. I affirm by my signature that (1) I have disclosed the employer for every prior paid position I have held where my job responsibilities included directly caring for, supervising, controlling, or having custody of anyone under 18 years of age; (2) I consent to past and present employer(s) and references disclosing to the District any and all information, including disciplinary records, which may be pertinent to my employment, and that such information includes, but is not limited to, all information relating to any employment action or discipline imposed for abuse of any child or student; (3) I understand that if I am hired, any information obtained or maintained by the District **except for** criminal background check information may be disclosed to any future subsequent potential employer of mine who contacts the District for an employment or reference check.

I hereby waive any right to see any written material(s) submitted to the District in response to the above inquiries or notes of oral communication relative to such inquiries, **except** criminal background information, which I may obtain from the Bureau of Criminal Identification. I understand that if I am hired by the District any information received in response to the above inquiries is placed in my personnel file, and I may be denied the right to inspect such material(s).

By signing below, I agree to release the District from any action for damages relating to the District's refusal to hire me as a result of information obtained during a reference or background check. I agree to release the District from any action for damages relating to information disclosed by the District to any future subsequent potential employer of mine who contacts the District for an employment or reference check.

I understand that providing false information to the District as part of the application process will be grounds for rejecting an application with no further consideration for the position; or, if such false information is discovered after hire, I will be subject to immediate termination for cause. Any false information may also be the grounds for criminal prosecution. I agree to release the District from any cause of action for damages as a result of the District's termination of my employment as a result of falsifying any information included in this application.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**~~Disclosure and Consent for Employment / Reference Checks  
and Release of Liability (Volunteer)~~**

~~I understand and acknowledge that: (1) in considering my application to volunteer with \_\_\_\_\_ School District ("the District"), the District is legally required to obtain a nationwide (FBI) criminal background check and (if I am given certain assignments) ongoing criminal history monitoring while I serve in the District; (2) information provided to the District (including fingerprints) will be used for this purpose; (3) the background check process must meet the requirements of Utah Code § 53-10-108(4); (4) procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34; (5) I have received (on the fingerprint card form) the FBI Privacy Act Statement and have received the FBI Noncriminal Justice Applicant's Privacy Rights; (6) the background check results will be used to decide whether to give me certain assignments and will only be provided to those investigating or involved in the assignment process; (7) I may obtain my criminal history information from the Utah Bureau of Criminal Identification; and (8) if my application is rejected based on criminal background information I will be given written notice of the disqualifying reasons and of the right to request review of the disqualification. My signature affirms this acknowledgment and my consent to the District obtaining the initial check and ongoing monitoring while I serve in the District.~~

~~I understand that previous employment and my submitted references may be checked by the District. I affirm by my signature that (1) I have disclosed the employer for every prior paid position I have held within the prior three years where my job responsibilities included directly caring for, supervising, controlling, or having custody of anyone under 18 years of age; and (2) I consent to past and present employer(s) and references disclosing to the District any and all information, including disciplinary records, which may be pertinent to my application, and that such information includes, but is not limited to, all information relating to any employment action or discipline imposed for abuse of any child or student.~~

~~I hereby waive any right to see any written material(s) submitted to the District in response to the above inquiries or notes of oral communication relative to such inquiries, **except** criminal background information, which I may obtain from the Bureau of Criminal Identification. I understand that if I am accepted by the District any information received in response to the above inquiries is placed in my service file, and I may be denied the right to inspect such material(s).~~

~~By signing below, I agree to release the District from any action for damages relating to the District's refusal to accept me as a result of information obtained during a reference or background check. I agree to release the District from any action for damages relating to information disclosed by the District to any future subsequent potential employer of mine who contacts the District for a reference check~~

~~I understand that providing false information to the District as part of the application process will be grounds for rejecting an application with no further consideration for the position; or, if such false information is discovered after hire, I will be subject to immediate dismissal. Any false information may also be the grounds for criminal prosecution. I agree to release the District from any cause of action for damages as a result of the District dismissing me as a result of falsifying any information included in this application.~~

~~Signature \_\_\_\_\_ Date \_\_\_\_\_~~

## POLICY 4059

### Focused Graduation Pathway

#### A. Board Approval of Focused Graduation Pathway

1. A District school may participate in the Focused Graduation Pathway program and enroll students in the program if the Board of Education grants approval to the school and if the approved application has been submitted to the State Superintendent of Education. For approval to be granted, the school must submit a written application to the Board of Education which:
  - a. Outlines how the Focused Graduation Pathway will be implemented in the school;
  - b. Demonstrates that the school has developed school policies and procedures to implement the program, consistent with the requirements set out in this policy; and
  - c. Designates a Focused Graduation Pathway Coordinator to oversee the program.

[Utah Admin. Rules R277-722-3\(1\) \(February 7, 2025\)](#)

#### B. Program Requirements

1. A participating school must:
  - a. Maintain a student-teacher ratio for the program which does not exceed the school's average student-teacher ratio for all GED preparation courses;
  - b. Provide necessary support for a student with disabilities, as required by [Utah Admin. Rule R277-705](#);
  - c. Provide subject-matter experts to students when preparing for each GED test;
  - d. Coordinate the clearance of GED alerts for a Focused Graduation Pathway student with the State Superintendent; and
  - e. Annually report to the State Superintendent on Focused Graduation Pathway enrollment, completion rates, and other relevant data as required by the State Superintendent.

[Utah Admin. Rules R277-722-3\(3\) \(February 7, 2025\)](#)

### C. Student Enrollment in the Focused Graduation Pathway

1. To enroll in the Focused Graduation Pathway program, a student must:
  - a. Be at least 16 years of age;
  - b. Be a junior or senior enrolled in the high school;
  - c. Be significantly behind in high school credits earned, which means
    - 1) If a junior, at least 6 credits behind, or
    - 2) If a senior at least 3 credits behind;
  - d. Demonstrate 9<sup>th</sup> grade reading level or higher on an assessment chosen by the District; and
  - e. Participate in a formal meeting with applicable school staff where:
    - 1) The policies and procedures for the Focused Graduation Pathway are explained, and
    - 2) Voluntary consent of the student's parent (or of the student if the student is a verified unaccompanied minor) is provided for participation.

[Utah Admin. Rules R277-722-4 \(February 7, 2025\)](#)

2. Once enrolled in the Focused Graduation Pathway, the student must remain enrolled in a Utah K-12 school throughout the entirety of the pathway. The school may not withdraw the student from enrollment in the school before the student takes any of the four subject GED tests.

[Utah Admin. Rules R277-722-3\(2\) \(February 7, 2025\)](#)

[Utah Admin. Rules R277-722-4\(1\)\(e\) \(February 7, 2025\)](#)

### D. Testing and Credit

1. A Focused Graduation Pathway student shall complete a GED exam at approved testing centers or through an online proctored test, in accordance with GED policies and procedures. A Focused Graduation Pathway student may be awarded core credit for passing GED exams as determined by the school and as outlined in the school's application, up to the amounts as follows:
  - a. 4.0 credits for language arts for passing Reasoning through Language Arts;
  - b. 3.0 credits for social studies for passing Social Studies;

- c. 3.0 credits for mathematics for passing Mathematical Reasoning; and
  - d. 3.0 credits for science for passing Science.
2. Awarded credit shall be recorded on a transcript as pass/fail instead of a letter grade. To be eligible for graduation, a Focused Graduation Pathway student must complete all remaining graduation requirements under [Policy 4060 Graduation Requirements](#).

*Utah Admin. Rules R277-722-5 (February 7, 2025)*

E. Diploma and Official Transcripts

1. Upon successful completion of the Focused Graduation Pathway and all other graduation requirements, a Focused Graduation Pathway student shall be awarded a traditional high school diploma and be eligible to participate in graduation ceremonies. A Focused Graduation Pathway student who completes the GED exam in English and fulfills the requirements of [Utah Admin. Rules R277-499](#) shall be eligible for the Seal of Biliteracy.

*Utah Admin. Rules R277-722-6 (February 7, 2025)*

## POLICY 4075

### Earning Credit

- A. All students awarded a high school diploma from Box Elder School District schools must complete all credit requirements listed in [Policy 4060 High School Graduation Requirements](#) or [Policy 4065 Alternative High School Graduation Requirements](#). Units of credit shall be awarded to students and be recorded on student transcripts for satisfaction of district-approved graduation requirements.
- B. Schools shall accept credits and grades awarded to students from schools or providers accredited by the **AdvancED Cognia** or approved by the Utah State Board of Education without altering the grade awarded or the graduation course requirement filled. However, some equating of the amount of credit earned will take place based on variations in school schedules.
- C. School policies may establish reasonable timelines and may require adequate and timely documentation of authenticity of credits and grades submitted.
- D. Students may earn credit from non-accredited sources in the following ways ([Utah Admin. Rules R277-705-3](#)):
1. Satisfaction of coursework by demonstrated competency, as evaluated at the District or school level;
  2. Assessment, as proctored and determined by the District or school;
  3. Review of student work or projects by school or District administrators; and
  4. Satisfaction of electronic or correspondence coursework, as approved at the school or District level.
- E. Prior to reviewing student home school competency work, testing, or materials, the District requires compliance with the home school application process as outlined in [Policy 5035 Attendance Requirements and Procedures](#).
- F. College credit for college course work that is posted to an official transcript will be accepted for high school credit using the formula below. Only credit from colleges and universities accredited through the Northwest Commission on Colleges and Universities (or the region affiliate) will be accepted. College CLEP credit may also be considered for high school credit if it is posted to an official, accredited college transcript. Requests and

approval for college credit to be accepted as high school credit must be made during the PCCR process and must meet graduation credit deadlines. Advanced Placement testing credit will not be posted to a high school transcript.

<u>High School Credit</u>	<u>University Semester Hours</u>
.25	1
.50	2
1.0	3
1.25	4
1.5	5

1. Students enrolled in concurrent enrollment courses will have the option to complete the course for both college and high school credit or to complete the course for high school credit only.
  2. If enrolling for college credit, concurrent enrollment will begin a student's college experience and a permanent college transcript. University add/drop procedures may differ from high school requirements and must be adhered to closely after enrollment in the course. Failure to do so may negatively impact a student's permanent college transcript and academic standing.
  3. Students completing the concurrent enrollment course for college credit will receive high school credit following the university credit formula above (example: 1 high school credit for 3 university semester hours.)
  4. Students who do not enroll in the college credit option or who drop the College enrollment during the trimester will receive .5 of high school credit for each trimester of the class.
- G. Graduation requirements may be modified for individual students to achieve an appropriate route to student success when such modifications:
1. are consistent with the student's IEP or PCCR or both;
  2. are maintained in the student's file and include the parent's signature and
  3. maintain the integrity and rigor expected for high school graduation, as determined by the Board.
- H. Students will be required to earn citizenship credit for each class in which they are registered. The school administration may also issue citizenship grades for students who are released to attend other programs and for time on campus before and after school as well as regular school activities. If a student receives a "U" or unsatisfactory

citizenship grade for any class or activity, the citizenship credit must be made up prior to the student's participation in the commencement exercise. Schools will develop and publicize their citizenship credit policy and remediation procedures in their respective student handbooks.

- I. School and District policies for participation in extracurricular activities, awards, recognitions, and enhanced diplomas may be determined locally consistent with State Law and Utah Board of Education Rule.
- J. The District or school has the final decision-making authority for the awarding of credit and grades from non-accredited sources consistent with state law due process, and Utah State Board of Education Rule.

## POLICY 5010

### Admissions Eligibility Requirements

#### A. Minimum Age

1. The District may enroll children in school who are at least five years old before September 1 of the year in which admission is sought. The District may enroll a child in kindergarten who does not meet this age requirement if the child moves to Utah from a different state in which the child, during the school year, was a resident and was enrolled in kindergarten in accordance with the prior state's kindergarten age requirements and transfers to the enrolling school after the beginning of the same school year. The District may also enroll children as provided for in [Policy 5011 Admissions and Attendance of Military Children](#), Military and DOD Civilian Children.
2. A student may enroll in first grade if
  - a. They have completed a full year of kindergarten or
  - b. They are six years old before September 1.

[Utah Code § 53G-4-402\(8\) \(2025\)](#)

#### B. Student Residency (Parent or Guardian Resides in Utah)

1. The district of residence of a minor child whose custodial parent resides in Utah is:
  - a. The school district in which the custodial parent resides; or
  - b. The District in which the child resides;
    - 1) While in the custody or under the supervision of a Utah state agency, local mental health authority, or substance abuse authority;
    - 2) While under the supervision of a private or public agency authorized to provide child placement services by the state of Utah;
    - 3) If the child is married or has been determined to be an emancipated minor by a court of law or authorized administrative agency;
    - 4) The child resides in the District while living with a responsible adult resident of the District who has been designated as the child's custodian through a

durable power of attorney as provided for in this policy and the District has been determined to be the child's district of residency as provided for in "Alternative District of Residency" below; or

- 5) The child is receiving services from a health care facility or human services program (as defined by [Utah Code § 26B-2-201](#) and [Utah Code § 26B-2-101](#)) and the District has been determined to be the child's district of residency as provided for in "Alternative District of Residency" below.

[Utah Code § 53G-6-302\(1\), \(2\) \(2024\)](#)  
[Utah Admin. Rules R277-621 \(September 24, 2021\)](#)

- c. A "responsible adult resident" is an individual who is 21 years old or older who is a resident of this state and is willing and able to provide reasonably adequate food, clothing, shelter, and supervision for the child.

[Utah Code § 53G-6-303\(1\) \(2024\)](#)

### C. Alternative District of Residency

#### 1. Procedure

- a. When a student's parent or legal guardian resides in Utah but not within the District, and the student resides in the District, the parent or legal guardian may request a determination that the District is the student's alternative district of residency by filing a written request with the District for that determination. The written request shall demonstrate that:
  - 1) the child's physical, mental, moral or emotional health will be best served by considering the child to be a resident for school purposes;
  - 2) exigent circumstances prevent the case from being considered under the procedures provided for in this policy for interdistrict transfers (see "Open Enrollment" for Utah Resident Students," below); and
  - 3) considering the child to be a resident of the District will not violate any other law or rule of the State Board of Education.

[Utah Admin. Rules R277-621-3\(1\) \(September 24, 2021\)](#)  
[Utah Code § 53G-6-302\(2\)\(b\)\(iii\), \(iv\) \(2024\)](#)

- b. For alternative district requests, the District designates the District Superintendent as its review official.

- c. Upon receipt of an alternative district request, the review official shall review the request in light of the requirements set forth above and within 10 business days make a recommendation to the Board of Education (or its designee) on whether the student should be treated as a resident of the District.

[Utah Admin. Rules R277-621-3\(2\) \(September 24, 2021\)](#)

- d. The Board of Education (or its designee) shall review the request and the recommendation and determine, based on the criteria set forth above, whether to grant or deny the request. The decision shall be in writing and shall set for the reasons for approval or denial in accordance with the criteria.

[Utah Admin. Rules R277-621-3\(5\) \(September 24, 2021\)](#)

- e. If the request is denied by the Board of Education, the student or parent may appeal the denial to the State Superintendent within 10 business days. The State Superintendent will rule on the appeal within 10 business days.

[Utah Admin. Rules R277-621-3\(6\) \(September 24, 2021\)](#)

## 2. Requirements

- a. Pending a decision on the request, the district of residence of the student's custodial parent or legal guardian is responsible for the student's education services. If the request is approved, the District shall immediately enroll the student and assume responsibility for providing educational services to the student.

[Utah Admin. Rules R277-621-3\(3\), \(4\) \(September 24, 2021\)](#)

- b. If the request is approved and the student qualifies for services under IDEA, the District shall conduct an IEP meeting with representation from the District and from the student's prior district (the district of residence of the student's custodial parent or legal guardian).

[Utah Admin. Rules R277-621-3\(7\) \(September 24, 2021\)](#)

- c. The District is not responsible for a student's required transportation between a health care facility or a human services program facility and the District's facility.

[Utah Admin. Rules R277-621-4\(3\) \(September 24, 2021\)](#)

- d. The Board of Education or its designee may periodically re-evaluate the student's eligibility for educational services from the District.

D. Students Attending a Private Human Services Program

1. When the District is established as the alternative district of residence of a student while the student is attending a private human services program, the student is entitled to educational services from the District at District facilities, as determined by the District. The District is not required to provide educational services on site at the private human services program facility unless the District's IEP team determines that on-site services are required to meet the needs of the student under federal law.

[Utah Admin. Rules R277-621-4\(1\), \(2\) \(September 24, 2021\)](#)

E. Student Residency (Parent or Guardian Does Not Reside in Utah)

1. A minor child whose parent or legal guardian does not reside within Utah may be considered a resident of the District in which the child lives if it is established to the satisfaction of the local Board that:
  - a. The child is either married or has been determined to be an emancipated minor by a court of law or authorized state administrative agency;
  - b. The child was placed and is being supervised by a child placing agency which is authorized by the State of Utah to provide residential or child placement services and the agency is paying the child's tuition and fees to the extent required by [Utah Code § 26B-2-131](#);
  - c. The child is in custody or under the care of a Utah state agency;

[Utah Code § 26B-2-131 \(2023\)](#)

- d. The child lives with a resident of the District who is a responsible adult and whom the District agrees to designate as the child's legal guardian as provided for below; or
- e. The District, in its sole discretion may accept a non-emancipated student as a resident of the District if each of the following are demonstrated to the Board's satisfaction:
  - 1) The child's physical, mental, moral, or emotional health would best be served by considering the child to be a resident for school purposes; and
  - 2) The child is prepared to abide by the rules and policies of the District; and

- 3) The person with whom the child resides in the District has been given authority in a durable power of attorney, as specified below, which the District agreed in its sole discretion to accept; and
- 4) One of the following two sets of circumstances exists:
  - a) The child lives with a responsible adult who resides in the District and is the student's non-custodial parent, grandparent, brother, sister, uncle or aunt and the child's presence in the District is not for the primary purpose of attending the public schools; or
  - b) The child's parent has moved from the state, and the child resides with a responsible adult who resides in the District, and the child's attendance in the school will not be detrimental to the school or to the District.

[Utah Code § 53G-6-302\(3\) \(2024\)](#)

NOTE: A document issued by other than a court of law that purports to award guardianship to a person who is not a resident of the jurisdiction in which guardianship is awarded is not valid until reviewed by a court of law.

#### F. Durable Power of Attorney

1. In certain circumstances identified above, a durable power of attorney must be obtained before a child can be admitted to attend school within the District. This durable power of attorney does not confer legal guardianship. In order to be sufficient, this durable power of attorney must be issued by the person who has legal custody of the child and must grant the custodian full authority to take any appropriate action in the interests of the child, including delegating powers regarding care, custody, and property, including authority over schooling.
2. In addition, the person with legal custody of the child (the grantor of the power of attorney) and the person who the child is to reside with (the person empowered by the power of attorney) must both agree to:
  - a. Assume responsibility for any fees (as defined in [Policy 5230 School Fees](#)) related to the child's education in the District, and
  - b. Provide the District with all requested financial information needed to determine eligibility for fee waivers, if those are claimed.

[Utah Code § 53G-6-302\(4\) \(2024\)](#)

[Utah Code § 75-5-103 \(2018\)](#)

3. Forms for this power of attorney and for acceptance of custodianship are provided below.

#### G. Guardianship for Residency Purposes

1. Subject to the District's acceptance and approval, a responsible adult resident residing in the District may obtain guardianship of a child whose custodial parent does not reside in the District for the limited purpose of establishing school district residency of a minor child by submitting to the Superintendent a signed affidavit by the child's parent which states that:
  - a. The child's presence in the district is not for the primary purpose of attending the public schools;
  - b. The child's physical, mental, moral or emotional health would be best served by transfer of guardianship to a Utah resident;
  - c. The affiant is aware that designation of a guardian is equivalent to a Court established guardianship and will suspend or terminate any existing parental or guardianship rights in the same manner as a court-established guardianship;
  - d. The affiant consents and submits to suspension or termination of parental or guardianship rights;
  - e. The affiant submits to jurisdiction of Utah State courts in which the District is located for any action related to guardianship or custody of the student;
  - f. The affiant designates the responsible adult resident as agent to accept service of process and notice; and
  - g. It is the affiant's intent that the student become a permanent resident of the District under the supervision of the responsible adult
2. The responsible adult must also submit a signed affidavit stating that:
  - a. The affiant is a resident of the school district and desires to become the guardian of the student;
  - b. The affiant consents and submits to the jurisdiction of the state district court in which the school district is located in any action relating to the guardianship or custody of the child in question;

- c. The affiant will accept responsibilities of guardianship to provide adequate supervision, discipline, food, shelter, educational and emotional support, medical care and pay all school fees; and
  - d. The affiant accepts the parent or prior guardian's appointment of agency.
3. Forms for the affidavits of the parent and the responsible adult are provided below. If the child's custodial parent cannot be found in order to execute the statement required under subsection (6), then the responsible adult resident must submit a signed affidavit to that effect to the District. A form for this affidavit is provided below. The District shall also submit a copy of the affidavit to the Criminal Investigations and Technical Services Division of the Department of Public Safety.
4. The student who lives with the responsible adult must submit a signed affidavit stating that:
  - a. The student desires to become a permanent resident of the State of Utah and reside in the District with and be responsible to the named responsible adult; and
  - b. The child will abide by rules and policies of the district and schools.
5. A form for this affidavit is provided below. The District may require the responsible adult to also submit any other relevant documents that it reasonably believes to be necessary to substantiate any claim made in connection with the application.
6. Upon receipt of the required information and documentation, and a determination by the board that the information is accurate, that the requirements have been met, and that the interests of the child would best be served by granting the guardianship, the Board or its authorized representative may designate the applicant as guardian of the child by issuing a designation of guardianship letter to the applicant.
7. The District shall deliver the original documents filed with the District, together with a copy of the designation of guardianship issued by the District, in person or by any form of mail requiring a signed receipt, to the clerk of the state district court in which the District is located.
8. Intentional submission to the District of fraudulent or misleading information under this policy is punishable under [Utah Code § 76-8-504](#).
9. If the District has reason to believe that a party has intentionally submitted false or misleading information under this part, it may, after notice and opportunity for the party to respond to the allegation:

- a. void any guardianship, authorization, or action which was based upon the false or misleading information; and
- b. recover, from the party submitting the information, the full cost of any benefits received by the child on the basis of the false or misleading information, including tuition, fees (as defined in [Policy 5230](#)), and other unpaid school charges, together with any related costs of recovery.

[Utah Code § 53G-6-303 \(2024\)](#)

H. Appeal of Guardianship Denial

1. If the Board denies the application for a guardianship designation, the applicant may either appeal the denial to the Utah district court where the District is located or may file an original petition for guardianship with the court.

[Utah Code § 53G-6-303 \(2024\)](#)

I. Termination of Guardianship

1. A guardianship designation issued by the District may be terminated, and the authority and responsibility of the prior custodial parent may be restored, upon submission to the District of:
  - a. a signed affidavit by the person who consented to the guardianship which requests termination of the guardianship, or
  - b. a signed written request by the designated guardian requesting termination of the guardianship.
2. If the District determines that it would not be in the best interests of the child to terminate the guardianship, the District may refer the request for termination to the Utah district court where the original guardianship documents were submitted.
3. If the District determines, after giving notice and an opportunity to respond, that an individual has intentionally submitted false or misleading information to the District in connection with a guardianship designation, the District may
  - a. void any guardianship, authorization, or action which was based on the false or misleading information, and
  - b. recover from the person submitting the false or misleading information the full cost of any benefits received by the child based on the false or misleading

information, including tuition, fees (as defined in [Policy 5230](#)), and other unpaid school charges, along with any related costs of recovery.

4. A student whose guardianship or enrollment has been terminated may, upon payment of all applicable tuition and fees, continue in enrollment until the end of the school year unless excluded from attendance for cause.

[Utah Code § 53G-6-303 \(2024\)](#)

#### J. Tuition

1. The Board shall charge the nonresident child tuition at least equal to the per capita cost of the school program in which the child enrolls unless the board, in open meeting, determines to waive the charge for that child in whole or in part. The official minutes of the meeting shall reflect the determination.

[Utah Code § 53G-6-306\(3\) \(2025\)](#)

#### K. Tuition for Education Outside of the District

1. If the Board so determines, it shall pay tuition to any accredited district outside the state with which it has a written agreement to educate students attending school in the out-of-state district. The agreement shall be approved by both districts and filed with the State Board of Education. The District is not required to pay tuition to any district with which it has not contracted.

[Utah Code § 53G-6-305 \(2019\)](#)

#### L. Eligibility and Admissions Requirements

1. All documents submitted for proof of guardianship shall be kept by the District until the student has reached 18 years old unless the District receives a valid court order to do otherwise.

[Utah Code § 53G-6-303\(9\) \(2024\)](#)

2. The District may require evidence that a child is eligible to attend the public free schools of the District at the time it considers an application for admission of the child. The District may withdraw any student who ceases to be a resident; however, a student whose guardianship or enrollment has been terminated under this policy may, upon payment of all applicable tuition and fees, continue in enrollment until the end of the school year unless excluded from attendance for cause.

*Plyler v. Doe, 102 S. Ct. 2382 (1982)*

*Daniels v. Morris, 746 F.2d 271 (5th Cir. 1984)*

M. “Open Enrollment” for Utah Resident Students

1. The Board is responsible for providing educational services consistent with Utah state law and rules of the State Board of Education for each student within the District and—to the extent reasonably feasible and in accordance with the limitations and provisions herein—for any student who resides in another district in the state and desires to attend a school in the District.
2. For purposes of “open enrollment,” the following definitions apply:
  - a. “Early enrollment” means:
    - 1) application between November 15 and the first Friday in February for admission for the next school year to a school that is not a student's school of residence; or
  - b. “Early enrollment for grade reconfiguration” means
    - 1) application between August 1 through November 1 for admission for the next school year to a school that is not a student's school of residence if:
      - a) the school district is doing a district wide grade reconfiguration of its elementary, middle, and high schools; and
      - b) that grade reconfiguration will be implemented in the next school year.
  - c. “Late enrollment” means application:
    - 1) after the first Friday in February for admission for the next school year to a school that is not the student's school of residence; or
    - 2) for admission for the current year to a school that is not the student's school of residence.
  - d. “Nonresident student” means a student who lives outside the boundaries of the school attendance area.
  - e. “Open enrollment threshold” means the school enrollment levels (for early enrollment or late enrollment) determined under [Utah Code § 53G-6-401](#) and regulations established by the Utah State Board of Education.

- f. "School of residence" means the school that a student is assigned to attend based on the student's place of residence.
- g. "School attendance area" means an area established by the Board of Education from which students are assigned to attend a certain school.

[Utah Code § 53G-6-401 \(2019\)](#)

[Utah Code § 53G-6-402\(4\)\(b\) \(2025\)](#)

- 3. If a school's average daily membership falls below the open enrollment threshold, the Board shall allow nonresident students to enroll in the school. If a school's average daily membership is above the open enrollment threshold, the Board may, in its discretion, allow enrollment of nonresident students in the school upon satisfactory completion of the application process set forth herein.
- 4. The Board shall provide written notification to the parents of each student that resides within the school district and other interested parties of the revised early enrollment period beginning August 1 and ending November 1 if the school district is doing a district wide grade reconfiguration of its elementary, middle, and high schools; and the grade reconfiguration will be implemented in the next school year.
- 5. The Board shall make information about the District, its schools, programs, policies and procedures available to all students who are residents of the State and express an interest in transferring into the District or in transferring to another school within the District.
- 6. In order for a Utah student to attend a District school other than the student's school of residence, the nonresident student's parent must submit an application to the District on a form provided by the State Board of Education.
- 7. To be considered as an "early enrollment" application, the student's parent must submit the application from August 1 to November 1 if there is a district wide grade reconfiguration the following school year or from December 1 through the third Friday in February prior to the school year of application for initial enrollment to begin the following school year in the District. Applications which are submitted for the current school year or after the third Friday in February for the following school year will be considered as "late enrollment" applications.

[Utah Code § 53G-6-401 \(2019\)](#)

- 8. The District shall charge applicants a one-time \$5.00 processing fee to be paid at the time of application.

[Utah Code § 53G-6-402\(5\) \(2025\)](#)

#### N. Open Enrollment Applications Following Boundary Changes

1. Notwithstanding the early and late open enrollment application deadlines, a student who is affected by a school boundary change may submit an open enrollment application within 30 days after the day on which the boundary change takes effect.

[Utah Code § 53G-6-402\(4\)\(b\)\(v\) \(2025\)](#)

[Utah Code § 53G-4-402\(24\)\(f\)\(ii\) \(2025\)](#)

#### O. Notice of Acceptance or Rejection of Application

1. For an early enrollment application, the District shall provide written notice of acceptance or rejection of that application within six weeks after receipt of the application by the District or by March 31 whichever is later. For a late enrollment application for the following school year, written notice of acceptance or rejection shall be provided within two weeks of the District's receipt of the application or by the Friday before the new school year begins, whichever is later. For a late enrollment application for the current school year, written notice of acceptance or rejection shall be provided within two weeks of the District's receipt of the application. Written notice of acceptance of an application for enrollment shall also be sent to the nonresident student's school of residence (for intradistrict transfers) or district of residence (for intradistrict transfers).

[Utah Code § 53G-6-402\(4\)\(b\)\(v\), \(vi\) \(2025\)](#)

#### P. Denial of Enrollment Appeal

1. Denial of initial or continuing enrollment of a nonresident student may be appealed to the Board **through the Director of Student Services**. Written notice of the request for appeal to the Board must be submitted to the Board within fifteen (15) days of the date of the Board's denial of the application. The decision of the Board shall be upheld in any subsequent proceedings unless the Board's decision is found, by clear and convincing evidence, to be in violation of applicable law or regulation, or to be arbitrary and capricious.

[Utah Code § 53G-6-404 \(2019\)](#)

#### Q. Standards for Application

1. Acceptance or rejection of an application shall be determined on an individual basis. Standards applied to each application include at least the following:

2. No nonresident student shall be allowed to voluntarily enroll in programs within the District unless, on a case by case basis, the District determines that there is capacity for additional students in the program for which the nonresident student applies, and that there is adequate space, facilities, and teacher availability in the class, grade level and school building for which the student applied. For secondary schools, the District may also consider the capacity of a comprehensive program in determining to accept or reject an application.
3. The District shall give priority, **listed in order**,
  - a. **Box Elder School District students;**
  - b. to a student who is a child of a military service member or a child of a DOD civilian (as defined in [Utah Code § 53B-8-102](#));
  - c. **parent is an employee in the school of desired attendance;**
  - d. **sibling/step-sibling enrolled in school of desired attendance. However, applications are considered and granted on an individual basis with no stated or implied guarantee to siblings;**
  - e. **date of completed application.**
4. The District shall maintain heterogeneous student populations if necessary to avoid violation of constitutional or statutory rights of students.
5. The District shall not be required to provide any program that it has not previously provided to its own students. If the District does not offer a program that the student requires, that fact shall be considered in reviewing the student's application.
6. The District shall consider the willingness of prospective students to comply with District policies.
- ~~7. The District shall consider whether an applicant's brother or sister is attending the requested school or another school in the District.~~
- ~~8. The District may give preference to applicants from students residing within the District over applications from students who do not reside within the District.~~
9. The District may consider whether the requested transfer is needed for the student's health or safety.
10. The District may reject an application for transfer for the current school year when the student has already transferred to another school for the current school year

under open enrollment (whether that was effective at the beginning of the school year or during the school year).

11. Standards may not include previous academic achievement, athletic or other extra-curricular ability, **any matter relating to race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, veteran status of the student, disability**, the fact that the student requires special education services for which space is available, previous disciplinary proceedings, except that the District may deny applications from students who have committed serious infractions of the law or school rules, including rules of the District which may not have been rules of the student's prior district where the conduct occurred. The District may deny applications from students who have been guilty of chronic misbehavior which would, if continued, endanger persons or property, cause serious disruptions in the school, or place unreasonable burdens on school staff.
12. The Board may, in its discretion, allow provisional enrollment of students with prior behavior problems. In such cases the Board will, on a case-by-case basis, establish conditions under which enrollment of the nonresident student would be permitted. The Board may also impose such conditions on a nonresident student previously enrolled in the District, under which the nonresident student's enrollment would be continued.

[Utah Code § 53G-6-402\(1\) \(2025\)](#)

[Utah Code § 53G-6-403 \(2019\)](#)

#### R. Posting of School Enrollment Information

1. For each school, the District shall post the following information on the District website:
  - a. The school's maximum capacity;
  - b. The school's adjusted capacity;
  - c. The school's projected enrollment used in calculating the open enrollment threshold;
  - d. The school's actual enrollment on October 1, January 2, and April 1;
  - e. The number of nonresident student enrollment applications for the school;
  - f. The number of nonresident student enrollment applications accepted; and
  - g. The number of resident students transferring to another school.

[Utah Code § 53G-6-403\(5\) \(2019\)](#)

S. Participation in Interscholastic Competition

1. The participation by nonresident students in interscholastic competition shall be governed under rules established by the State Board of Education, in consultation with the Utah High School Activities Association. Final determinations as to extent of participation shall be made by the Board of Education or coaches delegated such authority.

T. Termination of Enrollment

1. Once a nonresident student is enrolled within a school in the District, the student may remain enrolled in that school subject to compliance with all rules and standards established for students in the District, and is not required to submit annual or periodic applications unless one of the following occurs:
  - a. the student graduates;
  - b. the student is no longer a Utah resident;
  - c. the student is suspended or expelled from school; or
  - d. the District determines that enrollment within the school in question will exceed the open enrollment threshold during the coming school year.
2. However, even when the open enrollment threshold will be exceeded, a student may remain enrolled in the following circumstances. When a military service member or DOD civilian (as defined in [Utah Code § 53B-8-102](#)) moves from temporary to permanent housing outside of the relevant boundaries following a permanent change of station, a child of the service member or DOD civilian in kindergarten through grade 10 may remain enrolled until the student completes the current school year and a child of the service member or DOD civilian in grade 11 or 12 may remain enrolled until the student graduates. Where a nonresident student is enrolled in a nonresident school for safety reasons because bus service is not provided between the student's neighborhood and their school of residence, that student may remain at that school through the highest grade offered and may thereafter attend the middle school, or high school into which the nonresident school feeds, until graduation.

[Utah Code § 53G-6-402\(6\), \(11\) \(2025\)](#)

3. Otherwise, where the open enrollment threshold will be exceeded, determination of which nonresident students will be excluded from continued enrollment in the school during a subsequent year is based upon time in the school, with those most recently enrolled being excluded first and the use of a lottery system when multiple nonresident students have the same number of school days at the school. Nonresident students who will not be permitted to continue their enrollment in the District shall be notified on or before March 15 of the school year prior to the school year during which enrollment will be denied.

[Utah Code § 53G-6-402\(7\) \(2025\)](#)

#### U. Transportation

1. The parent of the nonresident student must arrange for the student's own transportation to and from schools. The District shall provide transportation for a nonresident student on the basis of available space on an approved route within the District to the school of attendance if District students would be eligible for transportation to the same school from that point on the bus route and the student's presence does not increase the cost of the bus route.

[Utah Code § 53G-6-407 \(2019\)](#)

#### V. Withdrawal of Enrollment

1. Except as set forth below for charter school students, the parent of a nonresident student may withdraw the student from the nonresident school by doing one of the following **on or before March 15**:
  - a. Submitting notice of intent to enroll the student in the student's school of residence for the subsequent year.
  - b. Submitting notice of intent to enroll the student in another nonresident school for the subsequent school year.
2. Unless provisions have previously been made for enrollment in another school, if the District releases a nonresident student from enrollment in the District, the District **superintendent school** shall immediately notify the student's district of residence.
3. If the District receives notice from another district that a student residing in the District, but who has been enrolled in the other district, is released from enrollment with that district, the District shall enroll the student in the appropriate District school and take such additional steps as may be necessary to ensure compliance with laws governing school attendance.

[Utah Code § 53G-6-402\(8\), \(9\) \(2025\)](#)

4. The Board may allow a student residing outside the state to attend school within the District but shall charge the nonresident child tuition at least equal to the per capita cost of the school program in which the child enrolls, unless the Board, in open meeting, determines to waive all or part of the charge for that child. In determining what nonresident students to enroll, the Board may give priority to a child of a member of the uniformed services or a DOD civilian (as those are defined by [Utah Code § 53B-8-102](#)). Such action shall be recorded in the minutes of the meeting.

[Utah Code § 53G-6-306\(2\), \(3\) \(2025\)](#)

W. Returning Charter School Students

1. A charter school student who resides in the District and who submits required enrollment information for the upcoming school year before June 30 shall be enrolled in the student's boundary school for the upcoming school year. However, if the student is leaving the charter school because it has been closed, the student shall be enrolled in the student's boundary school regardless of when the enrollment information is submitted. Otherwise, if the enrollment application is submitted after June 30 for the following year or is submitted for the current year, the student may enroll in a District school, grade level, program or course which is below capacity or has space available "Below capacity" means that the grade level or program is less than 100% of the District, school, or grade level average (as applicable). The capacity and averages are determined as provided for in [Utah Administrative Rules R277-472-2, R277-472-3, and R277-472-4](#). However, below capacity standards for individual schools, grade levels, courses or programs do not apply if the school has documentation that the school community council in a public meeting has designated more than ½ of the school's LAND trust annual allotment to reduce class size in a specific school, grade level, program, or course.

[Utah Code § 53G-6-503\(7\) \(2019\)](#)

[Utah Admin. Rules R277-472-2 \(May 8, 2024\)](#)

[Utah Admin. Rules R277-472-3 \(May 8, 2024\)](#)

[Utah Admin. Rules R277-472-4 \(May 8, 2024\)](#)

[Utah Admin. Rules R277-472-5\(2\) \(May 8, 2024\)](#)

[Utah Admin. Rules R277-472-7 \(May 8, 2024\)](#)

2. To facilitate transfer of charter school students, the District shall post the following information on District and school websites:
  - a. Elementary schools within the District that are below capacity and available for charter transfer students;

- b. Grade levels and special programs within elementary schools that are below capacity and available for charter transfer students;
- c. Secondary schools that are below capacity and available for charter transfer students based on calculated capacity of language arts, science and mathematics; and
- d. Special programs within secondary schools that are below capacity and available for charter transfer students.

[Utah Admin. Rules R277-472-5\(1\) \(May 8, 2024\)](#)

3. Notwithstanding these limitations, a student may be enrolled at any time if the District determines that is necessary to protect the health or safety of the student.

[Utah Code § 53G-6-503\(8\) \(2019\)](#)

#### X. Exception to Open Enrollment Requirements for DCFS Cases

1. Regardless of the student's place of residency or the open enrollment requirements set forth above, the District shall allow enrollment of a student in a District school where such enrollment is determined by the Utah Division of Child and Family Services to be necessary to comply with the provisions of [42 U.S.C. § 675](#).

[Utah Code § 53G-6-402\(12\) \(2025\)](#)

#### Y. Transfer from a Persistently Dangerous School

1. The State Superintendent may designate a school as "persistently dangerous" when at least 3% of students for three consecutive school years have been suspended or expelled for either a gun free school violation or for a reported violent criminal offense that took place either on school property or at a school-sponsored activity.

[20 U.S.C. § 7912](#)

[20 U.S.C. § 7961](#)

[Utah Code § 53G-8-205\(2\) \(2025\)](#)

[Utah Admin. Rules R277-714-2 \(May 8, 2025\)](#)

[Utah Admin. Rules R277-714-3\(1\) \(May 8, 2025\)](#)

2. If a District school is designated by the State Superintendent as persistently dangerous, then the District shall, within 15 days of receiving notice of the designation, notify the parents of the school's students:

- a. That the school has been designated as persistently dangerous and the criteria that caused the designation;
- b. That a parent may transfer the parent's student to a safer school within the District if the parent chooses; and
- c. That the parent may request the transfer within 30 days after the parent received notice of the designation.

[Utah Admin. Rules R277-714-3\(3\) \(May 8, 2025\)](#)

3. Upon receipt of a timely transfer request, the student shall be promptly transferred to a safe school within the District notwithstanding other limitations on transfers or enrollment changes contained in this policy.
4. In the event of a persistently unsafe school designation, the District shall also provide the State Superintendent with the information and materials required under [Utah Administrative Rules R277-714-3 and R277-714-4.](#)

[Utah Admin. Rules R277-714-3 \(May 8, 2025\)](#)

[Utah Admin. Rules R277-714-4 \(May 8, 2025\)](#)

## Z. Required Identification

1. An "enroller" is an individual who enrolls a student in a public school. Upon enrollment of a student for the first time in a particular school in the District, that school shall notify the enroller in writing that within 30 days the enroller shall provide the school with either
  - a. a certified copy of the student's birth certificate, or
  - b. other reliable proof of the student's identity, biological age, and relationship to the student's legally responsible individual, together with an affidavit explaining the enroller's inability to produce a copy of the student's birth certificate.
2. If the documentation inaccurately describes the student's biological age, the enroller shall also provide an affidavit explaining the reason for this inaccuracy and supporting documentation that establishes the student's biological age.

[Utah Code § 53G-6-603 \(2024\)](#)

3. Supporting documentation to establish a student's biological age may include:
  - a. A religious, hospital, or physician certificate showing the student's date of birth;

- b. An entry in a family religious text;
- c. An adoption record;
- d. Previously verified school records;
- e. Previously verified immunization records;
- f. Documentation from a social service provider (as defined by [Utah Code § 53E-3-524](#)); or
- g. Other legal documentation, including from a consulate, that reflects the student's biological age.

[Utah Code § 53G-6-603\(3\)\(b\) \(2024\)](#)

4. If supporting documentation to establish the student's biological age is not available, the school shall assign a review team to determine the student's biological age for the District to use in enrolling and placing the student. The review team shall consist of at least three members, with at least one of the members having completed the child sexual abuse and human trafficking prevention training described in [Policy 5090 Child Abuse, Sexual Abuse and Human Trafficking Prevention Training and Reporting](#) within the prior two years. Review team members may include any of the following: an appropriate district administrator, the student's teacher or teachers, the school principal, a school counselor, a school social worker, a school psychologist, a culturally competent and trauma-informed community representative, a school nurse or other school health specialist, an interpreter (if necessary), or a relevant educational equity administrator.

[Utah Code § 53G-6-603\(4\)\(a\), \(b\) \(2024\)](#)

5. In addition to meeting the mandatory reporting requirements regarding suspected physical or sexual abuse, the school shall also report to local law enforcement and to the Division of Child and Family Services any sign of child trafficking that the review team identifies in performing its duties.

[Utah Code § 53G-6-603\(4\)\(c\) \(2024\)](#)

[Utah Code § 53E-6-701 \(2022\)](#)

[Utah Code § 80-2-602 \(2022\)](#)

- AA. Distribution of Kits for Missing Child Identification Program

1. The Missing Child Identification Program administered by the Utah Attorney General provides for distribution of fingerprint and DNA identification kits that parents may use to collect and store fingerprint and DNA information for potential use by law enforcement in the event that the child is missing. Each elementary school in the District which receives a supply of such kits through the program shall offer a kit to a parent or guardian of each student entering kindergarten at the school.

[Utah Code § 67-5-38\(3\) \(2022\)](#)

BB. Missing Child

1. If a school within the District receives notification from the Bureau of Criminal Identification that a child that is currently or was previously enrolled is missing, the school shall flag that child's records sufficiently to alert school officers that the record is that of a missing child. If the school receives notification from the Bureau of Criminal Investigation that the child is no longer missing, it shall remove the flag from the record.

[Utah Code § 53G-6-602 \(2018\)](#)

CC. Transfer Students

1. Within fourteen (14) days after enrolling a transfer student (simultaneously if the student is a military child), a school shall request, directly from the student's previous school, a certified copy of his record and shall exercise due diligence in obtaining the record.

[Utah Code § 53G-6-604 \(2018\)](#)

[Utah Code § 53E-3-905\(2\) \(2018\)](#)

2. If a school within the District is requested to forward a copy of a transferring student's record to the student's new school, it shall comply within thirty (30) school days (10 days if the student is a military child) unless the record has been flagged as being that of a missing child, in which case the copy shall not be forwarded and the school shall notify the Bureau of Criminal Identification of the request. Any knowledge as to the whereabouts of a missing child shall be reported immediately to the Bureau of Criminal Identification.

[Utah Code § 53G-6-602 \(2018\)](#)

[Utah Code § 53G-6-604 \(2018\)](#)

[Utah Code § 53E-3-905\(2\) \(2018\)](#)

DD. Health Examinations

1. The Board shall implement policies as prescribed by the Department of Health and Human Services for vision, dental, abnormal curvature of spine, and hearing examinations of students attending the District's schools.
2. Qualified health professionals shall provide instruction, equipment and material for conducting the examinations.
3. Upon written request from any parent of a student who contends that an examination provided by this policy would violate the personal beliefs of the person making the request and of the student, the student shall be exempt from submitting to the examination.
4. The school shall give notice in writing to a student's parent of any impairment disclosed by the examination.

[Utah Code § 53G-9-402 \(2023\)](#)

EE. Credits and Records Transfer

1. The District shall accept credits from accredited secondary schools and accredited special purpose schools.

[Utah Code § 53G-7-206 \(2019\)](#)

FF. Graduation

1. The District shall award a diploma to a nonresident student attending school within the District during the ~~semester~~ ~~trimester~~ immediately preceding graduation if the student meets graduation requirements generally applicable to students in the school.

[Utah Code § 53G-6-406 \(2019\)](#)

GG. Placement of Transfers

1. Records and transcripts of students from Utah nonpublic schools or from out of state shall be evaluated, and students shall be placed promptly in appropriate classes.

HH. Expelled Within Twelve Months

1. A student who has been expelled from a public school within the prior 12 months who is otherwise eligible to enroll may be denied enrollment in a District school for that reason. A student who has been expelled within the past 12 months may be

allowed to enroll upon approval by the superintendent or designee, subject to such conditions and requirements as are determined to be appropriate.

[Utah Code § 53G-8-205\(3\) \(2025\)](#)

## II. Student Identification Number

1. The District may not use a nine-digit number as a student's identification number with the District.

[Utah Code § 63G-15-201 \(2012\)](#)

FORM

SCHOOL DISTRICT DURABLE POWER OF ATTORNEY  
([Under Utah Code § 53G-6-302](#))

The undersigned Grantor(s) is (are) the custodial parent(s) or legal guardian(s) of \_\_\_\_\_, a minor child (herein "Student"). Pursuant to [Utah Code § 53G-6-302](#), Grantor(s) hereby designate(s) \_\_\_\_\_, who by relationship is (are) the Student's \_\_\_\_\_, and who reside(s) at \_\_\_\_\_ as the Custodian(s) of Student and grant(s) to Custodian(s) a Durable Power of Attorney with full authority to take any appropriate action, including authorization for educational or medical services, in the interests of the Student. Such action shall have the same force and effect and shall bind the undersigned Grantor(s), the Grantor(s)' heirs and assigns, to the same degree as would have been the case had the action been taken by the Grantor(s).

Grantor(s) agree(s) to assume full responsibility for payment of any fees or other charges relating to the Student's education in \_\_\_\_\_ School District. If eligibility for fee waivers is claimed under [Utah Code § 53G-7-504](#), or application is made under other programs requiring financial information (such as for free or reduced school lunch) Grantor(s) also agree(s) to provide all financial information requested by the school district in determining eligibility.

This Durable Power of Attorney shall not be affected by the disability of the Grantor(s) and shall remain in effect until the earliest of the following:

- a. The Student reaches the age of 18, marries, or becomes emancipated;
- b. The following expiration date: \_\_\_\_\_; or
- c. This Durable Power of Attorney is revoked or rendered inoperative by the Grantor(s), the Custodian(s), or by order of a court of competent jurisdiction.

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  
(Day) (Month) (Year) (City or other location and state or country)

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  
(Day) (Month) (Year) (City or other location and state or country)

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

THIS POWER OF ATTORNEY DOES NOT CONFER LEGAL GUARDIANSHIP  
FORM

ACCEPTANCE OF DESIGNATION AS CUSTODIAN

The undersigned accept(s) the designation as Custodian(s) of the Student and agree(s) to take appropriate action, including authorization for educational or medical services, in the interests of the Student. The undersigned also agree(s) to assume responsibility for payment of any fees or other charges relating to the Student's education in \_\_\_\_\_ School District. If eligibility for fee waivers is claimed under [Utah Code § 53G-7-504](#), or application is made under other programs requiring financial information (such as for free or reduced school lunch) the undersigned also agree(s) to provide all financial information requested by the school district in determining eligibility.

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ at \_\_\_\_\_  
(Day) (Month) (Year) (City or other location and state or country)

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ at \_\_\_\_\_  
(Day) (Month) (Year) (City or other location and state or country)

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

FORM

Affidavit Granting Guardianship

I, \_\_\_\_\_, the \_\_\_\_\_  
(Print Name) (legal relationship)  
of \_\_\_\_\_ give guardianship of  
(Name of Student)  
him/her to \_\_\_\_\_  
(Name of Responsible Adult who will act as Guardian)  
while the said student lives as a permanent resident of \_\_\_\_\_ School District  
attending schools in the District.

I affirm the following:

- a) I verify that the child's presence in the district is not for the primary purpose of attending the public schools;
- b) I have determined that the child's physical, mental, moral or emotional health would be best served by transfer of guardianship;
- c) I am aware that designation of a guardian is equivalent to a Court established guardianship and will suspend or terminate any existing parental or guardianship rights in the same manner as a court-established guardianship;
- d) I consent and submit to suspension or termination of parental or guardianship rights;
- e) I submit to jurisdiction of Utah State courts in which the District is located for any action related to guardianship or custody of the student;
- f) I designate \_\_\_\_\_ as my agent to accept service of process and notice regarding custody and guardianship matters; and
- g) I verify that it is my intent that the student become a permanent resident of the District under the supervision of the responsible adult.

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ at \_\_\_\_\_  
(Day) (Month) (Year) (City or other location and state or country)

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

FORM

Affidavit For Guardianship Where Parent Cannot Be Found

I certify that no parent or previous legal guardian can be found to grant guardianship of

\_\_\_\_\_ (Name of student)

to me, \_\_\_\_\_

(Name of Responsible Adult)

because \_\_\_\_\_

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ at \_\_\_\_\_  
(Day) (Month) (Year) (City or other location and state or country)

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

FORM

Affidavit Accepting Guardianship

I, \_\_\_\_\_,  
(Name of Responsible Adult who will act as Guardian)

affirm the following:

- a) I am a resident of \_\_\_\_\_ School District and desire to become the guardian of \_\_\_\_\_;
- b) I consent and submit to the jurisdiction of the Utah district court with jurisdiction of \_\_\_\_\_ School District in any action relating to the guardianship or custody of this child in question;
- c) I accept the responsibilities of guardianship of this child, which include the responsibilities to provide adequate supervision, discipline, food, shelter, educational and emotional support, medical care and to pay all school fees; and
- d) I accept appointment by \_\_\_\_\_ as his or her agent for accepting service of process for any matter involving custody or guardianship of this child.

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ at \_\_\_\_\_  
(Day) (Month) (Year) (City or other location and state or country)

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

FORM  
Student Guardianship Affidavit

I, \_\_\_\_\_,  
(Name of Student)

affirm the following:

- a) I desire to become a permanent resident of the State of Utah;
- b) I desire to reside within the boundaries of the \_\_\_\_\_ School District;
- c) I agree to be responsible to \_\_\_\_\_; and
- d) I will abide by the rules and policies of \_\_\_\_\_ School District and its schools.

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ at \_\_\_\_\_  
(Day) (Month) (Year) (City or other location and state or country)

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

## POLICY 5054

### Prohibited Food Additives

#### A. Definitions

1. "FD&C" means the Federal Food, Drug, and Cosmetics Act as implemented in [21 CFR Part 74](#).
2. "Prohibited food additive" means any of the following:
  - a. Potassium bromate;
  - b. Propylparaben;
  - c. FD&C Blue No. 1;
  - d. FD&C Blue No. 2;
  - e. FD&C Green No. 3;
  - f. FD&C Red No. 3;
  - g. FD&C Red No. 40;
  - h. FD&C Yellow No. 5; or
  - i. FD&C Yellow No. 6.
3. "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 the purposes of receiving instruction.

[Utah Code § 53G-9-205.2\(1\), \(2\)\(a\) \(2025\)](#)

[Utah Code § 53G-6-201\(8\) \(2025\)](#)

#### B. Prohibited Food Additives During the School Day

1. Beginning with the 2026-2027 school year, and subject to the exceptions outlined below, neither any District school nor any person may during the school day sell, donate, offer, or serve on school grounds food that contains a prohibited food additive.

2. However, food with prohibited food additives may be sold in a vending machine or as a concession item at a school-sponsored event or extracurricular activity. In addition, a student's parent may provide students with such food during the school day, and a teacher may provide students with such food if the teacher obtains permission from the students' parents at the start of each school year.

[Utah Code § 53G-9-205.2\(2\), \(3\)\(a\) \(2025\)](#)

## Policy 5063

### Automated External Defibrillator (AED)

- A. Sudden cardiac arrest is a condition that occurs when the electrical impulses of the human heart malfunction causing a disturbance in the heart's rhythm called ventricular fibrillation. This erratic and ineffective heart rhythm causes cessation of the normal function of the heart. The most effective treatment for this condition is an electrical current to the heart by a defibrillator.
- B. The Box Elder School District School Nurse(s) administer the AED policy in accordance with guidance from the Supervising Medical Director.
- C. The role of CPR/AED trained staff rescuer is as follows:
1. Recognize an emergency exists.
  2. Activate 911.
  3. Establish basic life support as a victim's condition warrants including first aid, CPR and ~~or~~ AED according to the level of certification.
- D. The AED equipment will be used on any person who displays all the symptoms of cardiac arrest ~~including when the victim:--The AED will be used only after the following symptoms are confirmed.~~
1. ~~Victim~~ is unconscious/unresponsive
  2. ~~Victim is not breathing.~~
  3. Is not breathing normally, and
  4. ~~Victim~~ has no signs of circulation such as pulse ~~and coughing or movement.~~
- E. ~~AEDs are intended for use by the general public (or lay responders). They are portable, safe, accurate, and easy to use.~~ Employees ~~trained for to use the~~ AED use must be available at least ~~trained~~ every two (2) years. Further training may be obtained through District sponsored digital training, ~~or~~ local hospital and fire department classes, or as arranged by BESD Health Services ~~nursing~~.

- F. Each time an AED is used an incident report must be filed. The Box Elder School District School **Health Services Department Nurse** must be contacted and the documentation procedure followed.
- G. Each AED will be assessed annually by the Box Elder School District School **Health Services Department Nurse** or by a designated **representative of the department, qualified staff member**.
- H. **At the beginning of each school year, building principals will notify staff of location(s) of AEDs in the building.**

## POLICY 5306

### Children's Internet Protection Act

- A. Box Elder School District (BESD) will do the following to protect students/staff from the offensive content and other dangers that are available over the Internet:
1. Ensure that technology protection measures are in place and used for all student and staff Internet access.
  2. To the extent that **BESD** technology will allow, track Internet usage for students and staff.
  3. Ensure that Internet Safety Training for Students addresses:
    - a. Appropriate online behavior
    - b. Cyber bullying awareness and response
    - c. Social networking sites
    - d. Chat rooms
    - e. Protecting personally identifiable information
  4. Train staff regarding the [Family Educational Rights and Privacy Act \(FERPA\)](#) so that personally identifiable information of students is properly safeguarded.

## POLICY 5370

### Student Handbooks

#### A. All Students

1. All schools are directed to develop, publish, and distribute Student Handbooks. Handbooks can be published hard copy or digitally.
2. All student handbooks must be ~~linked on the school website approved by the Board of Education prior to being distributed to students.~~
  - ~~a. Changes in student handbooks must be approved annually by the Board.~~
  - b. Schools are encouraged to work cooperatively with PTAs and other organizations in developing, publishing, and distributing student handbooks. However, school-building administrators are responsible for student handbooks.
3. Student handbooks must contain, or make reference to the following Board Policies:
  - a. [Policy 4090 Student Progress Reporting](#)
  - b. [Policy 5000 Equal Education Opportunity](#)
  - c. [Policy 5005 Safe Schools](#)
  - d. [Policy 5270 Student Rights and Responsibilities Bullying, Cyberbullying, Hazing, and Abusive Conduct](#)
  - e. [Policy 5290 Student Discipline – Drugs/Alcohol/Tobacco](#)
4. Student handbooks may contain directory information. Directory Information is information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Typically, "directory information" includes information such as name, address, telephone listing, date and place of birth, participation in officially recognized activities and sports, and dates of attendance. A school may disclose "directory information" to third parties without consent if it has given public notice of the types of information which it has designated as "directory information," the parent's or eligible student's right to restrict the disclosure of such information, and the period of time within which a parent or eligible student has to notify the school in writing that he or she does not want any or

all of those types of information designated as "directory information." [34 CFR § 99.3](#) and [34 CFR § 99.37](#).

See FERPA Directory Information Notice at <https://www.besd.net/page/data-privacy-disclosures>.

- ~~5. In grades K-5, handbooks may contain class lists. However, no identifying information (age, telephone number, address, parent's names, etc.) other than the students' names may be included.~~
  - ~~a. If PTSA's or other organizations wish to publish student directories with additional identifying information, they may do so independent of the school and must obtain the information, and permission to publish the information, from parents.~~
- ~~6. In grades 6-12, handbooks may contain student lists by grade level and student telephone numbers if permission has been received. However, no additional identifying information (age, address, parent's names, etc.) may be included.~~
  - ~~a. If PTSA's or other organizations wish to publish student directories with additional identifying information, they may do so independent of the school and must obtain the information, and permission to publish the information, from parents.~~

## POLICY 2005

### Program Accounting

#### A. Accounting Requirements

1. The District shall establish internal controls and procedures to record program revenues and expenditures in accordance with Generally Accepted Accounting Principles (GAAP) and the school fee provisions in [Utah Admin. Rules R277-407-13](#). The District shall implement program accounting which accurately reflects the use of funds for allowable costs and activities, requires that transactions be recorded when they occur, allows adjusting journal entries during the year and at the end of the year, in accordance with GAAP, and requires that initial transactions, and adjusting entries if applicable, be recorded in the proper program, using the following codes as established by the State Board of Education approved chart of accounts:

- a. Fund;
- b. Function;
- c. Program;
- d. Location; and
- e. Object or revenue code, as applicable.

[Utah Admin. Rules R277-113-5\(9\)\(a\), \(b\) \(July 8, 2025\)](#)

2. The District shall:
  - a. record revenues and expenditures in compliance with the State Board of Education approved chart of accounts;
  - b. record expenditures using school location codes that can be mapped to official school location codes used in the State Board of Education system of record;
  - c. record expenditures using approved district and school codes in the State Board of Education system of record;
  - d. submit expenditures using location codes in the Utah Public Education Financial System;

- e. perform program accounting in accordance with GAAP and [Utah Admin. Rules R277-113](#); and
- f. ensure that fee and fee waiver accounting aligns with [GASB34](#).

[Utah Admin. Rules R277-113-8\(1\) \(July 8, 2025\)](#)

- 3. The District shall record and annually report each school in the District's expenditures for salaries, benefits, supplies, contracted services, and equipment. If the District pays for contracted services that occur at the school level, the District shall record the payments to the contractors in the appropriate function and object codes for these categories of expenditures at the school level. Centralized administrative costs shall be recorded to the administrative location code. If the District reports expenditures in programs, the District shall report the expenditures to one or more schools.

[Utah Admin. Rules R277-113-8\(2\), \(3\), \(4\), \(6\) \(July 8, 2025\)](#)

- 4. The District shall request reimbursement for federal programs no less than semi-annually as funds are available. The District shall submit an intent to fully expend or waive a federal award nine months before the end of the federal program grant award period.

[Utah Admin. Rules R277-113-8\(7\), \(8\) \(July 8, 2025\)](#)

- 5. If the District determines to reallocate funds to respond to changing circumstances and student needs as permitted by [Utah Code § 53F-2-209](#), then the District shall:
  - a. Report accounting transactions and adjust entries using the State Board of Education approved chart of accounts, including
    - 1) A dedicated program code;
    - 2) Dedicated other financing codes for program transfers of state restricted funds; and
    - 3) Expenditure details, if applicable.
- 6. If the District reallocates funds under [Utah Code § 53F-2-209](#), it shall ensure that the District continues to meet federal maintenance of effort requirements and other state or federal requirements on restricted funding, including requirements for program-specific effort, matching, and equity.

[Utah Code § 53F-2-209 \(2023\)](#)

New Policy 2005  
First Reading  
January 14, 2026  
Second Reading  
February 11, 2026

[Utah Admin. Rules R277-113-11 \(July 8, 2025\)](#)

## POLICY 3010

### Employee Bullying and Hazing

#### A. Definitions

1. "Abusive conduct" means verbal, nonverbal, or physical conduct of a parent or student directed toward a school employee that, based on its severity, nature, and frequency of occurrence, a reasonable person would determine is intended to cause intimidation, humiliation, or unwarranted distress.

[Utah Code § 53G-9-601\(1\) \(2025\)](#)

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

[Utah Code § 53G-9-601\(2\) \(2025\)](#)

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

[Utah Code § 53G-9-601\(15\) \(2025\)](#)

- ~~4. "Bullying" means intentionally committing a written, physical, or verbal act against a school employee or student that a reasonable person under the circumstances should know or reasonably foresee will have one of the following effects:~~
  - ~~a. Causing physical or emotional harm to the school employee or student;~~
  - ~~b. Causing damage to the school employee or student's property;~~
  - ~~c. Placing the school employee or student in reasonable fear of:~~
    - ~~1) Harm to the school employee's or student's physical or emotional well-being;  
or~~
    - ~~2) Damage to the school employee's or student's property.~~
  - ~~d. Creating a hostile, threatening, humiliating, or abusive educational environment due to:~~
    - ~~1) The pervasiveness, persistence, or severity of the actions; or~~
    - ~~2) A power differential between the bully and the target; or~~
  - ~~e. Substantially interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits.~~
5. The foregoing conduct constitutes bullying regardless of whether the person against whom the conduct is committed directed, consented to, or acquiesced in the conduct.
  - 1) [Utah Code § 53G-9-601\(3\) \(2025\)](#)
6. "Communication" means the conveyance of a message, whether verbal, written, or electronic.  
  
[Utah Code § 53G-9-601\(4\) \(2025\)](#)
7. "Cyberbullying" means:
  - a. Using the internet, a cell phone, or another device to send or post text, video, or an image with the intent or knowledge, or with reckless disregard, that the text, video, or image will hurt, embarrass, or threaten an individual, regardless of

- whether the individual directed, consented to, or acquiesced in the conduct, or voluntarily accessed the electronic communication.
- b. In addition, any communication of this form that is generated off-campus but causes or threatens to cause a material and substantial disruption at school or interference with the rights of students to be secure may also be considered cyberbullying.

[Utah Code § 53G-9-601\(5\) \(2025\)](#)

8. "Hazing" means a school employee intentionally, knowingly, or recklessly committing an act or causing another individual to commit an act toward a school employee or student that:
  - a. Meets one of the following:
    - 1) Endangers the mental or physical health or safety of a school employee or student; or
    - 2) Involves any brutality of a physical nature, including whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;
    - 3) Involves consumption of any food, alcoholic product, drug, or other substance or other physical activity that endangers the mental or physical health and safety of a school employee or student; or
    - 4) Involves any activity that would subject a school employee or student to extreme mental stress, such as sleep deprivation, extended isolation from social contact, or conduct that subjects a school employee or student to extreme embarrassment, shame, or humiliation; and either
  - b. Is committed for the purpose of initiation into, admission into, affiliation with, holding office in, or as a condition for membership in a school or school sponsored team, organization, program, club or event; or
  - c. Is directed toward a school employee or student whom the actor knows, at the time the act is committed, is a member of, or candidate for membership in, a school or school sponsored team, organization, program, club, or event in which the individual who commits the act also participates.

- d. The conduct described in above constitutes hazing, regardless of whether the school employee or student against whom the conduct is committed directed, consented to, or acquiesced in, the conduct.

[Utah Admin. Rules R277-613-2 \(August 8, 2023\)](#)

[Utah Code § 76-5-107.5 \(2022\)](#)

[Utah Code § 53G-9-601\(6\) \(2024\)](#)

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

[Utah Code § 53G-9-601\(7\) \(2025\)](#)

[Utah Admin. Rules R277-613-2\(8\), \(16\) \(October 8, 2024\)](#)

- ~~10. "Infraction" means an act of prohibited behavior.~~

~~a. [Utah Admin. Rules R277-613-2\(8\) \(August 8, 2023\)](#)~~

11. "Retaliate" means an act or communication intended:

- a. as retribution against a person for reporting bullying, cyberbullying, abusive conduct, or hazing; or
- b. to improperly influence the investigation of, or the response to, a report of bullying, cyberbullying, abusive conduct, or hazing.

[Utah Code § 53G-9-601\(11\) \(2025\)](#)

12. "School Employee" means:

- a. school administrators, teachers, and staff members, as well as others employed or authorized as volunteers, directly or indirectly, by the school, school board, or school district **and or** who works on a school campus.

[Utah Code § 53G-9-601\(13\) \(2025\)](#)

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

[Utah Admin. Rules R277-613-2\(16\) \(August 8, 2023\)](#)

B. Bullying Prohibited

1. No school employee may engage in bullying of a student or of a school employee.
2. School employees who engage in bullying are in violation of this policy and **verified infractions an incident of bullying** shall result in disciplinary action up to and including termination, **consistent with** [Policy 3044 Orderly School Termination for Employees](#).
3. Anonymous reports of bullying alone cannot constitute the basis for formal disciplinary action.
4. The school or District may also report **an incident of bullying infractions** to law enforcement.

[Utah Code § 53G-9-602\(1\) \(2024\)](#)

[Utah Code § 53G-9-605\(3\)\(b\) \(2024\)](#)

[Utah Admin. Rules R277-613-4\(1\)\(a\) \(October 8, 2024\)](#)

C. Hazing and Cyberbullying Prohibited

1. No school employee may engage in hazing or cyberbullying of a student or of a school employee at any time or at any location.
2. School employees who engage in hazing or cyberbullying are in violation of this policy and **verified infractions an incident of hazing or cyberbullying** shall result in disciplinary action up to and including termination, **consistent with** [Policy 3044 Orderly School Termination for Employees](#).
3. The school may also determine to break up or dissolve a team, organization, or other school sponsored group for hazing violations by its members.
4. Anonymous reports of hazing or cyberbullying alone cannot constitute the basis for formal disciplinary action.
5. The school or district may also report **infractions an incident of hazing or cyberbullying** to law enforcement.

[Utah Code § 53G-9-602\(2\) \(2024\)](#)

[Utah Code § 53G-9-605\(3\)\(b\) \(2024\)](#)

[Utah Admin. Rules R277-613-4\(1\)\(a\) \(October 8, 2024\)](#)

D. Retaliation Prohibited

1. No school employee may engage in retaliation against a school employee, a student, or an investigation for, or witness of, an alleged **occurrence of bullying, cyberbullying, hazing, retaliation, incident** or an alleged occurrence of abusive conduct.
2. School employees who engage in retaliation are in violation of this policy and **verified infractions an incident of retaliation** shall result in disciplinary action up to and including termination.
3. Anonymous reports of retaliation alone cannot constitute the basis for formal disciplinary action.
4. The school shall inform students who have reported being subject to bullying, cyberbullying, or hazing and these students' parents that retaliation is prohibited and shall encourage the students and parents to be aware of and to report any subsequent problems or new **incidents occurrences**.

[Utah Code § 53G-9-603\(1\) \(2024\)](#)

[Utah Code § 53G-9-605\(3\)\(c\) \(2024\)](#)

[Utah Admin. Rules R277-613-4\(1\)\(a\) \(August 8, 2023\)](#)

E. Making a False Report Prohibited

1. No school employee may make a false allegation of bullying, abusive conduct, cyberbullying, hazing, or retaliation against a school employee or student.
2. School employees who engage in making such false allegations are in violation of this policy and verified **infractions instances of false allegations** shall result in disciplinary action up to and including termination , **consistent with [Policy 3044](#)**, [Orderly School Termination for Employees](#).

[Utah Code § 53G-9-603\(2\) \(2024\)](#)

[Utah Code § 53G-9-605\(3\)\(d\) \(2024\)](#)

[Utah Admin. Rules R277-613-4\(1\)\(a\) \(October 8, 2024\)](#)

F. Investigation and Action Plan

1. Upon receipt of a reported incident of bullying, cyberbullying, hazing, abusive conduct, or retaliation, the school principal or designee shall promptly review and investigate the allegations. This investigation shall include interviewing the **alleged targeted** individual **students subjected to the incident**, the individual alleged to have engaged in prohibited conduct, the parents of the **alleged target students subjected to the incident** and alleged perpetrator, any witnesses to the conduct, school staff familiar with the **alleged victim student subjected to the incident**, and school staff familiar with the alleged perpetrator. The principal or designee may also review physical evidence, including but not limited to video or audio recordings, notes, email, text messages, social media, and graffiti. The principal or designee shall inform any person being interviewed that the principal or designee is required to keep the details of the interview confidential to the extent allowed by law and that further reports of bullying will become part of the investigation.

[Utah Admin Rules R277-613-5\(2\), \(3\), \(4\) \(October 8, 2024\)](#)

2. When the available information indicates that an infraction may also constitute a civil rights violation, the principal or designee shall also investigate that possible violation and take such disciplinary or other action as may be warranted.

[Utah Admin Rules R277-613-5\(6\) \(October 8, 2024\)](#)

3. When it is determined that an incident has occurred, the school shall create **and implement** an action plan. While parents should be involved in the development and implementation of the action plan, the school may develop and implement the plan without parent involvement when the parent chooses not to participate in the process.
4. The action plan shall include a communication plan designed to keep each parent updated on the implementation of the plan. The communication plan shall provide for regular updates and communication shall include explaining the process for addressing the incident, informing the parent about the outcome of the investigation, and discussing safety considerations for the student at whom the incident was directed.
5. For the student at whom the incident was directed and in direct coordination with that student's parent, the plan shall include
  - a. a tailored response to the incident that addresses the student's needs,

- b. a mechanism to consider consequences or accommodations the student may need regarding decreased exposure or interactions with the student who caused the incident,
  - c. notification of the consequences and plan to address the behavior of the student who caused the incident,
  - d. supportive measures designed to preserve the student's access to educational services and opportunities, and
  - e. to the extent available, access to other resources the parent requests for the student.
6. The action plan may not include a requirement that the student at whom the incident was directed change the student's education schedule or placement or participation in a school-sponsored sport, club, or activity.
7. For the student who caused the incident and in direct coordination with that student's parent, the plan shall include
- a. a range of tailored and appropriate consequences, making reasonable effort to preserve the student's access to educational services and activities,
  - b. a process to determine and provide any needed resources related to the underlying cause of the incident,
  - c. supportive measures designed to preserve the student's access to educational services and opportunities while protecting the safety and well-being of other students, and
  - d. a process to remove the student from school in an emergency situation, including a description of what constitutes an emergency.

[Utah Code § 53G-9-605.5 \(2024\)](#)

[Utah Code § 53G-9-605\(3\)\(f\), \(h\), \(i\) \(2024\)](#)

[Utah Admin. Rules R277-613-6\(1\), \(2\), \(4\) \(October 8, 2024\)](#)

8. The student who caused the incident (or the student's parent) may appeal one or more of the consequences to that student which are included in the action plan through the same processes and procedures provided for appeal of other student disciplinary actions.

[Utah Code § 53G-9-605.5\(4\) \(2024\)](#)  
[Utah Admin. Rules R277-613-6\(3\) \(October 8, 2024\)](#)

9. The action plan may include supporting involved students through trauma-informed care practices, if appropriate, as defined in [Utah Admin. Rules R277-613-2\(15\)](#).

[Utah Admin. Rules R277-613-5\(7\) \(October 8, 2024\)](#)

10. The action plan may also include positive restorative justice practice action, if permitted. Restorative justice practice is a discipline practice that brings together students, school personnel, school families, and community members to resolve conflicts, address disruptive behaviors, promote positive relationships, and promote healing. The student at whom the incident was directed is *not* required to participate in a restorative justice practice with the student who caused the incident. If the principal or designee desires to have a student participate, the principal or designee shall first inform that student's parent about the restorative justice practice and obtain the parent's consent prior to such participation.

[Utah Admin. Rules R277-613-2\(12\) \(October 8, 2024\)](#)  
[Utah Admin. Rules R277-613-5\(7\), \(8\) \(October 8, 2024\)](#)

11. If any retaliation occurs, the principal or designee shall take strong responsive action against it, including but not limited to providing assistance to any **targeted individual student subjected to the incident** and his or her parent in reporting subsequent problems and new incidents.

[Utah Admin. Rules R277-613-4\(5\) \(October 8, 2024\)](#)

12. The principal or designee shall follow up with parents of all students involved (victim or perpetrator), informing parents when an investigation is concluded, what safety measures will be in place for their child as determined by the investigation, of additional information about the investigation to the extent consistent with the [Family Educational Rights and Privacy Act](#) ("FERPA"), and of any available appeal options if a parent disagrees with the resolution of the investigation.

[Utah Admin. Rules R277-613-5\(10\) \(October 8, 2024\)](#)

## G. Training and Education

1. Each school shall establish procedures for training school employees, coaches, volunteers and students on bullying, cyberbullying, hazing, retaliation, and abusive

conduct. The principal or designee shall be the point person to assist, direct, and supervise training on these matters.

2. Training to students, staff, and volunteers shall:

a. Include information on:

- 1) Bullying, cyberbullying, hazing, retaliation, and abusive conduct;
- 2) Discrimination under [Title VI of the Civil Rights Act of 1964](#), [Title IX of the Education Amendments of 1972](#), [Section 504 of the Rehabilitation Act of 1973](#), and [Title II of the Americans with Disabilities Act of 1990](#);
- 3) How bullying, cyberbullying, hazing, retaliation, and abusive conduct are different from discrimination and may occur separately from each other or in combination,
- 4) How bullying, cyberbullying, hazing, retaliation, and abusive conduct are prohibited based on the student's or employees' actual or perceived characteristics, including race, color, national origin, sex, disability, religion, gender identity, sexual orientation, or other physical or mental attributes, or conformance or failure to conform with stereotypes, and
- 5) The right of free speech and how it differs for students, employees, and parents;

b. Complement the suicide prevention program required for students and the suicide prevention training required for licensed educators; and

c. Include information on when issues relating to these standards may lead to employee or student discipline.

[Utah Code § 53G-9-607\(1\), \(2\) \(2024\)](#)

[Utah Admin. Rules R277-613-4\(6\) \(October 8, 2024\)](#)

[Utah Admin. Rules R277-613-5\(1\)\(c\) \(October 8, 2024\)](#)

[Utah Admin. Rules R277-605-6\(4\) \(July 22, 2022\)](#)

d. This training shall be provided to all new employees, coaches, and volunteers within the first year of service and shall be provided to all employees, coaches, and volunteers annually.

[Utah Admin. Rules R277-613-4\(7\) \(October 8, 2024\)](#)

[Utah Admin. Rules R277-605-6\(4\) \(July 22, 2022\)](#)

- e. In addition to training school employees and educating students mentioned above, all volunteer coaches, employees, and students involved in any curricular athletic program or any extra-curricular club or activity shall:
  - 1) Complete bullying, cyberbullying, harassment, hazing, and abusive conduct prevention training prior to participation;
  - 2) Repeat bullying, cyberbullying, harassment and hazing prevention training at least every three years;
  - 3) Be informed annually of the prohibited activities list provided previously in this policy and the potential consequences for violation of this policy.
- f. The content of this activity training shall be developed in collaboration with the Utah High School Activities Association (UHSAA) and the training shall also be provided in collaboration with UHSAA. The school shall obtain and keep signature lists of the participants in the activity training.

[Utah Admin. Rules R277-613-6 \(October 8, 2024\)](#)

[Utah Admin. Rules R277-605-6\(4\) \(July 22, 2022\)](#)

- g. Teachers should discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of bullying, harassment, hazing, or cyberbullying.

[Utah Code § 53G-9-605\(3\)\(i\)\(ii\), \(4\) \(2024\)](#)

- h. The District may also offer voluntary training to parents and students regarding bullying, cyberbullying, hazing, and abusive conduct, and retaliation.

[Utah Code § 53G-9-607\(2\)\(c\) \(2024\)](#)

- i. The principal or designee responsible for reviewing and investigating allegations of bullying, cyber-bullying, hazing, retaliation, and abusive conduct shall receive training on conducting a review and investigation as provided for in this policy.

[Utah Admin. Rules R277-613-5\(1\)\(b\) \(October 8, 2024\)](#)

**H. District Coordinator**

1. The District shall designate at least one individual who can provide training to each school principal or designee responsible for school training and oversight. This individual also oversees implementation of action plans, monitors implementation of this policy regarding communication plans, acts as the District's liaison to the State Board of Education regarding bullying, cyber-bullying, hazing, abusive conduct, and retaliation, and assists with school case-specific needs.

[Utah Admin. Rules R277-613-5\(1\)\(c\) \(October 8, 2024\)](#)

#### I. Assessment

1. Subject to the requirements of [Utah Code § 53E-9-203](#) regarding parental consent for certain types of inquiries of students, each school shall regularly (and at least once per year) conduct assessment through student input (surveys, reports, or other methods) of the prevalence of bullying, cyberbullying, and hazing in the school, and specifically in locations where students may be unsafe and adult supervision may be required such as playgrounds, hallways, and lunch areas.

[Utah Admin. Rules R277-613-4\(4\) \(October 8, 2024\)](#)

[Utah Code § 53E-9-203 \(2024\)](#)

#### J. Publication and Acknowledgment

1. A copy of this policy shall be included in employee handbooks, shall be provided to the parent of each student enrolled in the District, and shall be available on the District website.
2. Each employee shall annually provide a signed statement stating that the employee has received a copy of this policy; however, such a statement is not a substitute for having met the training requirements of this policy.

[Utah Code § 53G-9-605\(3\)\(j\), \(4\) \(2024\)](#)

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

#### K. Parental Notification of Incidents and Suicide Threats

1. The school shall promptly notify a student's parent when the student is involved in an incident (whether as a target or as a perpetrator) or when a student threatens suicide. When the student is involved in an incident, the parent shall also be notified of the action plan. In addition to giving notice of the incident or threat, the school shall also provide the parent with

- a. suicide prevention materials and information as recommended by the State Superintendent,
  - b. information on ways to limit a student's access to fatal means (including firearms and medication), and
  - c. information and resources on the healthy use of social media and online practices. (See [Policy 5064 Medical Recommendations by School Personnel to Parents](#).)
2. The school shall produce and maintain a record that verifies that the parent was notified of the threats or incidents listed above and provide the required information. If applicable, the record shall also track implementation of the action plan. The record is a private record for purposed of the Government Records Access and Management Act.
- a. The process for notifying a parent shall consist of:
    - 1) The school principal or designee shall attempt to make personal contact with a parent when the school has notice of a threat or incident listed above. It is recommended that the parent be informed of the threat or incident with two school people present. If personal contact is not possible, the parent may be contacted by phone. A second school person should witness the phone call.
- L. Contact with the parent must be documented in a "Verification of Parent Contact Regarding Threat or Incident". When there is an action plan, the documentation shall be supplemented to track implementation of the action plan.
1. (A copy of the "Verification of Parent Contact Regarding Threat or Incident" is attached below.) Subject to laws regarding confidentiality of student education records, at the request of a parent, a school may provide information and make recommendations related to an incident or threat.
- [Utah Code § 53G-9-604 \(2024\)](#)  
[Utah Admin. Rules R277-613-4\(3\) \(October 8, 2024\)](#)
2. The record of parental notification shall be maintained in accordance with the [Utah Code Title 53E, Chapter 9, Part 3 Student Data Protection](#), [Title 53E, Chapter 9, Part 2, Student Privacy](#), and the [Federal Family Educational Rights and Privacy Act \("FERPA"\)](#). A copy of the record of parental notification shall upon request be provided to the student to whom the record relates. After the student has graduated,

the District shall expunge the record of parental notification upon request of the student.

a. [Utah Code § 53G-9-604\(2\)\(a\)\(iii\), \(4\) \(2024\)](#)

M. Report to State Superintendent

1. Each year, on or before June 30, the District shall submit a report to the State Superintendent which includes
  - a. a copy of the District's bullying policy;
  - b. confirmation of compliance with the requirement to obtain a signed acknowledgment of the policy from students, parents, and employees;
  - c. verification of required training regarding bullying, cyberbullying, hazing, retaliation, and abusive conduct;
  - d. the number of verified ~~and alleged~~ incidents of bullying, cyberbullying, hazing, retaliation, and abusive conduct; and
  - e. the number and type of those incidents that either included a student or employee who ~~is part of a federally protected class or~~ was ~~allegedly~~ bullied, cyberbullied, hazed, or retaliated against because of the student's or employee's actual or perceived disability, race, national origin, religion, sex, gender identity, sexual orientation or other characteristic, ~~including the federal reporting requirements for civil rights violations.~~

[Utah Admin. Rules R277-613-5\(12\) \(October 8, 2024\)](#)

**VERIFICATION OF PARENT CONTACT REGARDING  
THREAT OR INCIDENT**

I, [Name] \_\_\_\_\_, principal or principal's designee, contacted [Name of parent] on [Date] \_\_\_ and notified him or her that [Name of student] \_\_\_\_\_ was involved in an incident of bullying, hazing, cyberbullying, abusive conduct, or retaliation. Contact was made:

[ \_\_\_ ] in person

[ \_\_\_ ] by telephone (number used: \_\_\_\_\_)

[ \_\_\_ ] by email (email address used: \_\_\_\_\_)

[ \_\_\_ ] by other method (specify): \_\_\_\_\_

Notice was given of:

[ \_\_\_ ] bullying

[ \_\_\_ ] cyberbullying

[ \_\_\_ ] abusive conduct

[ \_\_\_ ] hazing

[ \_\_\_ ] retaliation

[ \_\_\_ ] suicide threat

If notice was given of a suicide threat, information was provided as required regarding suicide prevention, ways to limit student access to lethal means, and healthy use of social media and online practices.

If notice was given of an incident, the parent was informed of the process for addressing the incident, was updated on the progress of the process, was informed of the action plan, and was informed of the result of the process as follows:

Date: \_\_\_\_\_ Nature of contact: \_\_\_\_\_

Date: \_\_\_\_\_ Nature of contact: \_\_\_\_\_

Date: \_\_\_\_\_ Nature of contact: \_\_\_\_\_

[Attach additional pages as needed to document communication with parent]

[Name of school staff member] \_\_\_\_\_, witnessed the contact and confirmed that information was provided.

\_\_\_\_\_  
Principal or Principal's Designee                      Title                      Date

Policy 3010  
Amended  
May 14, 2025  
First Reading  
January 14, 2026  
Second Reading  
February 11, 20264

School Staff Member	Title	Date
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## POLICY 5005

### Safe Schools – Student Discipline/Behavior

- A. A necessary part of the learning process is self-control. Our goal in education is the growth of the individual in learning to control and appropriately conduct him/herself. Students are expected to follow accepted rules of conduct, to show respect for other people, and to obey persons in authority at the school.
- B. Alternatives to suspension for non-violent and less extreme disciplinary situations should be developed in each school.
- C. The primary purpose of a resource officer is to be proactive in the attempt to avoid crime within the school as well as the community. Our primary goal regarding student discipline is to change behavior. The school resource officer functions as a member of a team charged with accomplishing that goal.
- D. A copy of this policy shall be given to each student in school upon enrollment in the school. Each student transferring to a school in the District who was not attending a school in the District just prior to the transfer shall receive a copy of this policy. When a copy of this policy is provided to a student, a copy shall also be provided to the student's parent.

[Utah Code § 53G-8-204\(2\)\(a\) \(2024\)](#)

- E. A copy of this policy shall be posted in a prominent place in each school in the District. Any significant change in this policy shall be posted in each school in the District, and a copy of the revised policy shall be distributed to the students in each school.

[Utah Code § 53G-8-204\(2\)\(b\), \(c\) \(2024\)](#)

- F. The following definitions shall apply under this policy:
  - 1. "Bullying" means ~~student bullying and staff bullying. intentionally committing a written, physical, or verbal act that a reasonable person under the circumstances should know or reasonably foresee will have one of the following effects:~~
    - a. ~~causing physical or emotional harm to the school employee or student;~~

- b. ~~causing damage to the school employee or student's property;~~
- c. ~~placing the school employee or student in reasonable fear of:~~
  - 1) ~~harm to the school employee's or student's physical or emotional well-being;~~  
~~or~~
  - 2) ~~damage to the school employee's or student's property.~~
- d. ~~creating a hostile, threatening, humiliating, or abusive educational environment due to:~~
  - 1) ~~the pervasiveness, persistence, or severity of the actions; or~~
  - 2) ~~a power differential between the bully and the target; or~~
- e. ~~substantially interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits;~~
- f. ~~Bullying does not include:~~
  - 1) ~~a single incident, unless the incident is objectively severe; or~~
  - 2) ~~mutual or reciprocating behaviors between students that might otherwise constitute bullying if one student was clearly the aggressor.~~

[Utah Code § 53G-9-601\(3\) \(2025\)](#)

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

- a) ordinary teasing, horseplay, argument, or peer conflict,
- b) reasonable correction of behavior by a school employee, or
- c) reasonable coaching strategies and techniques by a school employee who is a coach.

Utah Code § 53G-9-601(14) (2025)

- h. "Student bullying" means one or more students, with the intent to cause harm, repeatedly committing a written, verbal, or physical act against another student, or engaging in a single egregious act toward another student involving an imbalance of power, that:
  - 1) Creates an environment that a reasonable person would find hostile and
  - 2) Interferes with a student's educational performance, opportunities, or benefits.
  - 3) It does not mean instances of
    - a) ordinary teasing, horseplay, argument, or peer conflict,
    - b) reasonable correction of behavior by a school employee, or
    - c) reasonable coaching strategies and techniques by a school employee who is a coach.

Utah Code § 53G-9-601(15) (2025)

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

Utah Code § 53G-9-601(4) (2025)

- 3. "Cyber-Bullying" means using the internet, a cell phone, or another device to send or post text, video, or an image with the intent or knowledge, or with reckless disregard, that the text, video, or image will hurt, embarrass, or threaten an individual, regardless of whether the individual directed, consented to, or acquiesced in the conduct, or voluntarily accessed the electronic communication.

- a. In addition, any communication of this form that is generated off-campus but causes or threatens to cause a material and substantial disruption at school or interference with the rights of students to be secure may also be considered cyber-bullying.

[Utah Code § 53G-9-601\(45\) \(2025\)](#)

4. “Disruptive behavior” means Conduct which unreasonably interferes with the educational process or instruction of students in the classroom or elsewhere, including the use of foul, profane, vulgar, or abusive language.
5. “Expulsion” means termination of the student’s status as a student enrolled in the school. Expulsion may be for an indefinite or fixed period of time.
6. “Hazing” means a school employee or student intentionally, knowingly, or recklessly committing an act that meets one of the following:
  - a. Endangers the mental or physical health or safety of an individual;
  - b. Involves any brutality of a physical nature, including whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;
  - c. Involves consumption of any food, alcoholic product, drug, or other substance or other physical activity that endangers the mental or physical health and safety of a school employee or student; or involves any activity that would subject a school employee or student to extreme mental stress, such as sleep deprivation, extended isolation from social contact, or conduct that subjects a school employee or student to extreme embarrassment, shame, or humiliation; and either:
    - 1) Is committed for the purpose of initiation into, admission into, affiliation with, holding office in, or as a condition for membership in a school or school sponsored team, organization, program, club, or event; or
    - 2) Is directed toward an individual whom the actor of the act knows, at the time the act is committed, is a member of, or candidate for membership in, a school or school sponsored team, organization, program, club, or event in which the actor also participates.

- d. The conduct described above constitutes hazing, regardless of whether the individual against whom the conduct is committed directed, consented to, or acquiesced in, the conduct.

[Utah Code § 76-5-107.5 \(2022\)](#)

[Utah Code § 53G-9-601\(56\) \(2025\)](#)

7. “Involuntary transfer” means the reassignment of a student from one school, campus, or academic program, to a different school, campus, or academic program within the District. Involuntary transfer may be for an indefinite period of time or for a fixed period of time.
8. “Making a false alarm” means a student-initiated or circulated report or warning of ~~any~~ fire, impending bombing, or other crime or catastrophe, ~~and knowing~~ that the report or warning is false or baseless and is likely to cause the evacuation of ~~any~~ building or public transport ~~and is likely to cause public inconvenience or alarm or action of any sort by an official or volunteer agency organized to deal with emergencies or improper activation of school alarms or safety systems.~~

[Utah Code § 76-9-105 \(2025\)](#)

9. “Retaliate” means an act or communication intended:
- as retribution against a person for reporting bullying, cyber-bullying, abusive conduct, or hazing; or
  - to improperly influence the investigation of, or the response to, a report of bullying, cyber-bullying, abusive conduct, or hazing.
10. “School District location” means in any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school District.
11. “Sexual harassment” means uninvited and unwelcome verbal or physical behavior of a sexual nature especially by a person in authority toward a subordinate (such as an employee or student). See [Policy 3015 Title IX Sexual Harassment](#).
12. “Suspension” means removal of a student from the student’s regular classroom assignment for a definite period of time.

- a. "In-school suspension" means a temporary removal from the student's regular classroom for at least half a school day while remaining under the direct supervision of school personnel.
  - b. "Out-of-school suspension" means removal of the student from school grounds for disciplinary reasons, except:
    - 1) If the student is served solely under a Section 504 plan, "out-of-school suspension" means excluding the student from school for disciplinary purposes for one day or longer; or
    - 2) If the student is a student with disabilities under IDEA, "out-of-school suspension" means the temporary removal of the student from the student's regular school to another setting for disciplinary reasons.
- [Utah Admin. Rules R277-100-2\(33\)](#)
- c. "Short-term suspension" means an out-of-school suspension with exclusion of the student from the school, school grounds, and school activities and functions or a specific period of time that is equal to or less than 10 school days.
  - d. "Long-term suspension" means an out-of-school suspension with exclusion of the student from the school, school grounds, and school activities and functions for a specific period of time that is greater than 10 school days.
13. "Weapon" means "dangerous weapon", which includes any firearm, **knife**, or any object that is used for, or is readily capable of, causing death or serious bodily injury.
- a. The following factors are used in determining whether an object other than a firearm is a dangerous weapon:
    - 1) the location and circumstances in which the object was used or possessed;
    - 2) the primary purpose for which the object was made;
    - 3) the character of the wound, if any, produced by the object's unlawful or improper use;
    - 4) the manner in which the object was unlawfully or improperly used;

- 5) whether the manner in which the object is used or possessed constitutes a potential imminent threat to public safety; and
  - 6) the lawful purposes for which the object may be used.
- b. **A weapon is NOT allowed on school property.**
- 1) Possession of a weapon ***by a student*** shall not violate this policy if possession is approved in writing by the responsible school administrator or if the item or material is present or to be used in connection with a lawful activity approved in writing by the responsible school administrator before the material in question is brought on school premises. (Persons under 21 years of age are not permitted to carry concealed firearms on school premises even if they have a permit or provisional permit to carry a concealed firearm.)

[Utah Code § 76-11-205 \(2025\)](#)

14. "Firearm" is a pistol, revolver, shotgun, short barreled rifle or any device that could be used as a dangerous weapon from which a projectile is expelled by action of an explosive.

[Utah Code § 76-11-101\(3\), \(4\) \(2025\)](#)

15. "Unlawful conduct" means any student conduct that violates any local, state, or federal law or regulation, or violates any District or school policy, or violates the legal rights of another person, and includes, but is not limited to, the following:
- a. Harassment is the crime of harassment occurs when a student, with intent to frighten or harass another, communicates a written or recorded threat to commit a violent felony.

[Utah Code § 76-5-106 \(2022\)](#)

- b. **Indecent exposure of another individual: this crime occurs when an individual, in a public place and without the other individual's consent, (1) exposes another individual's genitals, breast below the top of the areola if the individual is female, buttocks, anus, or pubic area, or (2) exposes undergarments intended to cover any of these areas. (A student may be disciplined but may not be referred to law enforcement for this conduct unless the student has previously received a written warning from a law enforcement officer for such conduct.)**

[Utah Code § 76-5-421 \(2025\)](#)

- c. Burglary means entering or unlawfully remaining in a building or any portion of a building with the intent to commit an additional crime.

[Utah Code § 76-6-202 \(2023\)](#)

- d. Theft means obtaining or exercising unauthorized control over the property of another with the purpose to deprive him or her thereof.

[Utah Code § 76-6-404\(2\) \(2025\)](#)

- e. Criminal mischief means recklessly or willfully shooting or propelling a missile or other object at or against a motor vehicle, bus, airplane, locomotive, train, railway car, or caboose, whether moving or standing, or intentionally and unlawfully tampering with the property of another so as to recklessly endanger human life, health, or safety or recklessly causes or threatens a substantial interruption or impairment of critical infrastructure.

[Utah Code § 76-6-106 \(2023\)](#)

- f. Assault means an attempt, with unlawful force or violence, to inflict bodily injury on an individual.

[Utah Code § 76-5-102 \(2022\)](#)

- g. Gang activity.

[Utah Code § 76-9-802 to 805](#)

- h. Willfully defac~~ing~~es or otherwise ~~injures~~ ~~damaging~~ school property.

[Utah Code § 53G-8-212 \(2021\)](#)

- 16. Disrupting the operation of a school occurs when a person ~~is on the property of a public or private school (including property being used by the school for a school function), has after being asked to leave by a school official, remains on school property for~~ the purpose of encouraging or creating an unreasonable and substantial disruption or risk of disruption of a class, activity, program, or other function of the school ~~and remains on the property after being requested to leave by a school official.~~

[Utah Code § 76-9-106 \(2025\)](#)

17. Threat of Terrorism: A student commits a threat of terrorism if the student threatens to commit an offense involving bodily injury, death, or substantial property damage, and the student:
- a. Threatens to use a weapon of mass destruction or hoax weapon of mass destruction; or
  - b. The student acts with intent to:
    - 1) Influence or affect a government or unit of government or intimidate or coerce a civilian population; or
    - 2) Cause action of any nature by an official or volunteer agency organized to deal with emergencies due to the student's conduct posing a serious and substantial risk to the general public; or
    - 3) Prevent or interrupt the occupation of a building or a portion of a building, a place to which the public has access, or a facility or vehicle of public transportation operated by a common carrier.

[Utah Code § 76-5-107.3 \(2025\)](#)

G. Student Conduct Warranting Discipline

1. A student may be disciplined for the conduct described below. The type of discipline imposed will depend on the nature of the particular conduct.
2. Conduct Which May Warrant, But Does Not Require Suspension or Expulsion:
  - a. A student may be disciplined for any of the following prohibited conduct when it occurs in a school building, or on or in proximity to school property; in conjunction with any school sponsored activity; in or on a school vehicle; is directed at or against another student or a District employee; or when it threatens harm or does harm to the school, school property, a person associated with the school, or property of a person associated with the school.
    - 1) Unlawful conduct, as that is defined above.

- 2) Frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including the use of foul, profane, vulgar, or abusive language.
- 3) Willful destruction or defacing of school property.
- 4) Behavior or threatened behavior which poses an immediate and significant threat to the welfare, safety, or morals of other students or school personnel, or to the operation of the school.
- 5) Disruptive behavior, as that is defined above.
- 6) Possession or use of pornographic material on school property that would constitute a misdemeanor offense under [Utah Code § 76-5c-208](#). (This includes accessing such material through the District computer network or by using any District-owned device.)
- 7) Bullying, abusive conduct, cyberbullying, retaliation, and making false allegations of bullying or retaliation. See [Policy 5270](#) and [Utah Code § 53G-6](#).
- 8) Use of an electronic device or camera to record sound or images or otherwise capture material in an unauthorized setting or at an unauthorized time shall subject the user of the device to increased discipline based on the circumstances and whether the student was involved in prior violations of this policy.
  - a) Use of any device or any electronic device or camera to threaten, intimidate or embarrass another or to capture and transmit test information or any other information in a manner constituting fraud, theft or academic dishonesty may result in an immediate suspension.
- 9) Use of any device in a manner which may be physically harmful to another person, such as shining a laser in the eyes of another student, may result in an immediate suspension. When a student repeatedly engages in such behavior, the punishment may be increased as is appropriate.
- 10) Selling, giving, delivering, transferring, possessing, controlling, or distributing an alcoholic beverage on or in proximity to school property or at or in proximity to any school sponsored event. See [Policy 5290](#).

- 11) Selling, giving, delivering, transferring, possessing, controlling, or distributing tobacco products on or in proximity to school property or at or in proximity to any school sponsored event. Students shall not smoke or use tobacco products on school property or at any school-related or school-sanctioned activity on or off school property.
- 12) "Tobacco products" includes an electronic cigarette or electronic cigarette product as that has been defined by state law ([Utah Code § 76-9-1101](#)). See [Policy 5290](#), [Policy 5291](#), and [Policy 5294](#).
- a) Teachers or authorized school employees shall confiscate electronic cigarette products from school-age students on school property consistent with the District or school policy for identifying illegal substances in the possession of students and confiscating those substances.
  - b) Teachers who confiscate electronic cigarette products shall release the products to a school administrator in a timely manner.
  - c) Administrators shall release confiscated electronic cigarette products to local law enforcement in a timely manner consistent with the law.
- b. Being under the influence of an alcoholic beverage or controlled substance on or in proximity to school property or at or in proximity to any school-sponsored event. See [Policy 5270](#).
- c. Engaging in, assisting, permitting, or otherwise being involved in hazing, as provided by the District's policy prohibiting hazing. See [Policy 5270](#).
- [Utah Code § 53G-8-205\(1\) \(2025\)](#)  
[Utah Code § 53G-8-602 \(2018\)](#)  
[Utah Code § 53G-8-209 \(2025\)](#)
- d. Engaging in conduct that contains the elements of the offense of arson or aggravated arson under the Utah Criminal Code.
- [Utah Code § 76-6-102 \(2023\)](#)  
[Utah Code § 76-6-103 \(2023\)](#)
- e. Engaging in conduct that contains the elements of any felony.
- f. Sexual Harassment (See [Policy 3015 Title IX Sexual Harassment](#))

- g. Gang-related activity as defined in the policy means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or have engaged in a pattern of criminal gang activity. Gang-related activity includes but is not limited to:
- 1) Wearing, possessing, using or distributing, displaying or selling and clothing, jewelry, emblem, badge, symbol, sign or other things which evidence membership in a gang;
  - 2) Use of a name associated with or attributable to a gang;
  - 3) Designating “turf” or an area for gang activity or occupation.
3. Conduct requiring suspension or expulsion
- a. A student shall be suspended or expelled from school for participation in any serious violation affecting another student or staff member, or any serious violation when it occurs in a school building, in or on school property; or in conjunction with any school sponsored activity including:
- 1) The sale, control, delivery, transfer or distribution of a drug or controlled substance, as defined in [Utah Code § 58-37-2](#), an imitation controlled substance, as defined in [Utah Code § 58-37b-2](#), or drug paraphernalia as defined in [Utah Code § 58-37a-3](#) (See [Policy 5290](#)); or
  - 2) The actual use of violence or sexual misconduct; or
  - 3) The actual or threatened use of a look-alike weapon with intent to intimidate another person or to disrupt normal school activities; or
  - 4) Commission of an act involving the use of force or the threatened use of force which if committed by an adult would be a felony or class A misdemeanor; or
  - 5) Making a false report of an emergency at a school under [Utah Code § 76-9-105.5\(2\)\(b\)](#).

[Utah Code § 53G-8-205\(2\)\(a\) \(2025\)](#)  
[Utah Code § 76-5-102 \(2022\)](#)

[Utah Code § 76-5-102.3 \(2022\)](#)  
[Utah Code § 76-9-105.5\(2\)\(b\) \(2025\)](#)

4. Conduct which requires 1-year expulsion

- a. A student shall be expelled from school for not less than one year, subject to the 45-day review process for mandatory year expulsions set forth below, if the student engages in conduct which requires suspension expulsion (as set out above) and the conduct involves a real or look-alike weapon, explosive, or flammable material.

[Utah Code § 53G-8-205\(2\)\(b\) \(2025\)](#)

5. Discipline Rules for Students with Disabilities

- a. Federal and state laws impose particular requirements regarding discipline of students identified as having a disability or when the school has sufficient notice of a disability. Discipline of such students must comport with the requirements set forth in [Policy 5006](#) and [Utah Special Education Rules](#) for students with disabilities.

H. Remedial Measures and Disciplinary Sanctions

1. Remedial Measures

- a. Continued school attendance subject to the terms of a remedial discipline plan prepared to correct the violation. This remedial measure is available only where the violation is for willful disobedience, defiance of authority, or disruptive behavior when such conduct is not of such a violent or extreme nature that immediate removal from school would be required.
- b. Continued school and class attendance accompanied by the student's parent for a designated period of time. This remedial measure is available only with the consent of the student's teacher or teachers and the agreement of the student's parent. The parent must agree to attend all of the student's classes for each day of the suspension. If the parent fails to attend class with the student, the student shall then be subject to suspension or other discipline in accordance with this policy.

- c. In-school suspension. Attendance in a designated in-school suspension program. Students shall be instructed in the essential elements of the courses in which they are enrolled at the time of removal.
- d. Home-based instruction: Instruction at home, provided that combined days of suspension and assignment to home-based instruction shall not exceed ten (10) school days in a trimester.
- e. Peer Court (for 6th-12th graders)
  - 1) Box Elder School District operates a Peer Court under the Utah Youth Court Diversion Act as a diversion program for students that have been identified by school administrators as having committed acts which indicated a need for an intervention.
  - 2) Referrals for Peer Court
    - a) The determination of whether a Peer Court referral is warranted shall be made by the school administrator in consultation.
    - b) Students may be referred to Peer Court as an appropriate behavior response for Class C type misdemeanors including disorderly conduct, petty theft, trespassing, possession/use of illegal substances, vaping.
  - 3) Procedures for Peer Court
    - a) The Director of Student Services or designee along with community Police Departments is responsible for facilitating routine Peer Court meetings.
    - b) The Peer Court Facilitator shall conduct regular meetings at the routinely appointed time and place.
    - c) The cost to the student referred to Peer Court is \$25.
  - 4) Determinations from Peer Court
    - a) Box Elder School District does not make a determination of whether or not a student engaged in particular conduct, instead participation in peer court presumes the student engaged in conduct and the peer court provides a solution and encourages restorative practices.

<https://www.utahyouthcourts.com/>

- f. Voluntary transfer to another school, campus, community based alternative school or other special program within the District, subject to the admission criteria of such alternative programs.
- g. Withholding grade reports, diplomas and transcripts. If the District determines that school or District property has been lost or willfully cut, defaced or otherwise injured by a student, the District may withhold the issuance of official written grade report, diploma and transcript of the student responsible for the damage or loss until the student or student's parent has paid for the damages.
  - 1) If the student and the student's parents are unable to pay for the damages or if it is determined by the school in consultation with the student's parents that the student's interests would not be served if the parents were to pay for the damages, then the District shall provide a program of voluntary work for the student may complete in lieu of the payment. In that case, the school shall release the official grade report, diploma, or transcript of the student upon completion of the work.
  - 2) If the Department of Human Services or a licensed child-placing agency has been granted custody of the student, that student's records, if requested by the Department or agency, may not be withheld from the Department or agency for non-payment of damages under this section.
  - 3) No penalty may be assessed for damages which may be reasonably attributed to normal wear and tear.

[Utah Code § 53G-8-212 \(2021\)](#)

## 2. Disciplinary Sanctions

- a. Detention: Students in grades kindergarten through six may be detained in school after regular school hours in the event the responsible school administrator determines that such action is justified in disciplining the student. No student may be detained after regular school hours until his or her parent has received prior notice of the detention to take place on a particular school day.
  - 1) The notice provided for under this policy need not be completed prior to detention of the student if detention is necessary for the student's health or safety. [Policy 5285 Detention of Students After School Hours](#)

- b. Suspension (in-school or out-of-school)
  - c. Involuntary transfer to another school, campus, community-based alternative school or other special program within the District.
3. Expulsion
- I. Authority to Impose Discipline and Due Process
- 1. The Board of Education hereby delegates to each school principal or assistant principal within the District the authority to suspend a student in the principal or assistant principal's school for up to ten (10) school days, in accordance with this policy.
  - 2. The Board of Education hereby delegates to the superintendent the authority to suspend a student for up to one (1) school year.
  - 3. The Board of Education has the authority to expel a student for a fixed or indefinite period.

[Utah Code § 53G-8-206 \(2025\)](#)

- J. Procedures for Imposing Discipline
- 1. Remedial measures or disciplinary sanctions may be imposed on a student only after it has been determined, following appropriate due process, that the student has committed a violation. The nature of the due process required depends in part on the magnitude of the penalty to be imposed. When a student is accused of sexual harassment, the procedure set out in [Policy 5275](#) and [Policy 3015](#) shall be followed in place of the procedure in this policy.
    - a. Short-term Out-of-School Suspension
      - 1) Informal due process hearing
        - a) A school principal may suspend a student from school for up to ten (10) school days for a violation. Prior to imposing a suspension, the school principal or assistant principal shall meet with the student to discuss the incident(s) and to provide the student an opportunity to respond.

- b) The principal or assistant principal shall then determine whether a violation has occurred and whether suspension or other discipline is appropriate.
  - c) In appropriate cases, the principal shall consider and offer the student alternatives to out-of-school suspension, including in-school suspension and parental attendance with the student (where appropriate consent from teachers is obtained). (See [Policy 6012 Parent Classroom Observation](#))
- 2) Short-term out-of-school suspension pending due process hearing
- a) If the school principal or assistant principal makes an initial determination that the violation warrants long-term suspension or expulsion, the school principal may recommend those sanctions and may impose a short-term suspension pending a hearing on whether those sanctions should be imposed.
- b. Departure from school grounds
- 1) A suspended student shall immediately leave the school building and grounds following a determination by the school of the best way to transfer custody of the student to the parent or other person authorized by the parent or applicable law to accept custody of the student.
- [Utah Code § 53G-8-206\(5\)\(a\) \(2019\)](#)
- c. Notice of short-term out-of-school suspension
  - d. A suspended student and parent shall be notified:
    - 1) If a short-term suspension is imposed, the principal or assistant principal shall immediately provide notice to the student's parent. Notice shall, if possible, be given by telephone. If reasonable efforts to contact the parent by telephone are unsuccessful, then written notice shall be sent to the parent. The notice, whether verbal or written, shall include the following:
      - a) That the student has been suspended from school,
      - b) The reason for the suspension,
      - c) The period of time for which the student is suspended from school, and

- d) The date, time and place for the parent and student to meet with the principal or assistant principal to review the suspension.
  - i. This meeting shall be scheduled to occur as soon as is practicable, but in all cases prior to the end of the tenth day of the suspension.
- e. Notice of recommended expulsion or long-term suspension. If the principal or assistant principal has recommended that the superintendent expel the student or suspend the student from school for a period longer than ten days, that fact shall be included in the notice to the parent or guardian.
- f. Meeting to review out-of-school suspension
  - 1) At this meeting, the principal or assistant principal shall review with the parent and student the charges and evidence against the student, and shall provide the student and parent with an opportunity to respond.
  - 2) During this meeting, the principal or assistant principal may determine whether the suspension previously imposed should be maintained, whether to adopt an alternative remedial measure, or whether the suspension should be terminated. The principal or assistant principal should also discuss with the parent a plan to avoid recurrence of the problem.

[Utah Code § 53G-8-206\(5\)\(b\), \(c\) \(2019\)](#)

## 2. Long-term Suspension or Expulsion

- a. Due process hearing
  - 1) If the principal or assistant principal recommends long-term suspension or expulsion, the administrator shall notify the Superintendent or designee of that recommendation.
  - 2) The Superintendent or designee shall then schedule a hearing to be held with the student's parent, the student, and the Superintendent or designee.
  - 3) The hearing shall be scheduled to take place prior to the tenth day of the student's suspension where possible.
- b. Notice of Hearing

- 1) The Superintendent or designee shall provide written notice of the date, time, and place of the hearing to the student and student's parent so as to afford a reasonable opportunity for preparation.
  - a) The notice shall include a statement of the charges against the student, that a recommendation has been made for suspension for more than 10 days or for expulsion and the period of time for which suspension or expulsion has been recommended.
  - b) The statement of the allegations against the student shall include the nature of the evidence and the names of any witnesses whose testimony may be used against the student unless confidentiality is required due to the necessity to protect student witnesses.

Wagner v. Ft. Wayne Community Schools, 255 F. Supp. 2d 915 (N.D. Ind. 2003)

### 3. Hearing Procedures

- a. The Superintendent or designee shall preside at and conduct the hearing at the appointed time and place.
- b. The District and the student may each be represented by a person of their choice.
- c. Each party may present testimony of witnesses or other evidence, may cross-examine witnesses and may make legal arguments relevant to the issues. However, the District may present hearsay evidence if confidentiality is required due to the necessity to protect witnesses.

Wagner v. Ft. Wayne Community Schools, 255 F. Supp. 2d 915 (N.D. Ind. 2003)

- d. Decision
  - 1) At the conclusion of the hearing, the Superintendent or designee shall make a final determination of the matter and shall state his or her determination to those attending the hearing.
  - 2) The determination shall then be placed in writing and mailed to the parent.

- 3) Upon a finding that the student has engaged in conduct warranting discipline, the Superintendent or designee may determine what discipline or remedial measures are appropriate for the conduct.
- 4) If the Superintendent or designee determines that the appropriate sanction is expulsion, that sanction must be authorized by the Board of Education.
- 5) Other than expulsion, the Superintendent or designee may impose any of the available remedial measures or sanctions determined to be appropriate.
- 6) In determining the appropriate sanction, the Superintendent or designee shall consider whether alternatives to suspension are appropriate or available.

[Utah Code § 53G-8-206 \(2019\)](#)

[Utah Code § 53G-8-207 \(2019\)](#)

e. Appeals

- 1) A student or parent on behalf of a student may appeal the determination of the Superintendent or designee to the Board of Education by filing a written notice of appeal with the Superintendent or designee within 10 days of the date the decision of the Superintendent or designee is mailed to the student. No further hearing will be held.
- 2) The Board shall review the evidence submitted to the Superintendent or designee and the written determination of the Superintendent or designee.
- 3) The Board may affirm the Superintendent or designee decision or modify the Superintendent or designee decision.
- 4) The Board's written decision shall be issued within 30 days of receipt of the student's written notice of appeal.

f. Board evaluation of expulsion recommendation

- 1) If the Superintendent or designee recommends expulsion for an indefinite or definite period of time, then the Superintendent or designee will transmit that recommendation to the Board of Education along with the record of evidence submitted to the Superintendent.

- 2) The Board may review the recommendation based on this record or may, at its sole discretion, accept further evidence.
- 3) Following its review, the Board may accept, modify, or reject the recommendation, or impose other disciplinary sanctions. This decision is final.

[Utah Code § 53G-8-206\(3\) \(2019\)](#)

g. 45-day review of mandatory one-year expulsions

- 1) Where a student has been expelled for one year because of a violation involving a weapon, explosive, or flammable material, a hearing shall be held within 45 school days of the imposition of the expulsion.
  - a) What conditions must be met by the student and the student's parent for the student's return to school, including conditions or restrictions required as part of a student reintegration plan;
  - b) Whether the student should be placed on probation in a regular or alternative school setting, and if so, what conditions must be met by the student to assure the safety of students and staff at the school where the student is placed; and
  - c) If it would be in the best interest of both the School District and the student to modify the expulsion term to less than a year, giving highest priority to providing a safe school environment for all students;
  - d) If the Superintendent or designee determines that the student should return to school prior to the expiration of the one-year expulsion term conditioned on compliance with the conditions established by the Superintendent or designee, then the Superintendent or designee shall submit that recommendation to the Board of Education. If the Board of Education approves the return, the student may return to school pursuant to the conditions established.

[Utah Code § 53G-8-205\(2\)\(b\) \(2025\)](#)

h. Denial of admission and reporting

- 1) A student may be denied admission to a public school on the basis of having been expelled from that or any other school during the preceding 12 months.

[Utah Code § 53G-8-205\(3\) \(2025\)](#)

K. Evidence in Student Hearings

1. All student disciplinary hearings shall be conducted by the Board or its designee in an executive session.
2. All evidence presented in such hearings shall constitute student educational records and shall be treated as “confidential”.
3. The District hereby designates all student records as “protected” under the Government Records Access Management Act. The names of students giving statements used in a student hearing involving other students may be protected and redacted where necessary to protect the students from threats of harm or interference with the educational process.

L. Notification of Offense on School Property

- a. Whenever a minor commits an offense on school grounds when school is in session or at a school sponsored activity and that information is reported to or known by a school employee, the school employee shall notify the principal. After receiving such a notification, the principal shall notify appropriate law enforcement personnel as well as school and District personnel who the principal determines should be informed.

[Utah Code § 53G-8-510 \(2024\)](#)

M. Sexual Crimes or Serious Offenses by Students

1. For purposes of this section: “serious offense” means any of the following:
  - a. a violent felony as defined in [Utah Code § 76-3-203.5](#), or
  - b. an offense that is a violation of [Utah Code Title 76, Chapter 6, Part 4](#), theft and the property stolen is a firearm; or
  - c. an offense that is a violation of [Utah Code Title 76, Chapter 11](#), Weapons
2. “Sexual crime” or “sexual misconduct” means any conduct described in:

- a. [Utah Code Title 76, Chapter 5, Part 4, Sexual Offenses](#), or
- b. [Utah Code Title 76, Chapter 5b, Sexual Exploitation Act](#), or
- c. [Utah Code § 76-7-102](#), incest, ~~or~~
- d. ~~[Utah Code § 76-9-702](#), lewdness, or~~
- e. ~~[Utah Code § 76-9-702.1](#), sexual battery.~~
- f. It does not include enticing a minor, lewdness involving a child or failure to report child sexual abuse material by a computer technician.

[Utah Code § 53G-8-201 \(2025\)](#)

[Utah Code § 80-6-103\(1\)\(d\) \(2025\)](#)

- 3. When a student commits a serious or sexual crime or sexual misconduct on school property, the impact of that misconduct on the school or school facility where the misconduct occurred shall be considered in determining both the discipline to be imposed and the conditions for the student to return to school.
  - a. Where the misconduct was a sexual crime or forcible felony directed at another student or a school employee, the student may not return to a school where the victim attends or works.
    - 1) In which circumstance, the parent will be responsible for transportation to and from school.

[Utah Code § 53G-8-203\(4\)\(b\)\(ii\) \(2025\)](#)

[Utah Code § 53G-8-213\(5\) \(2025\)](#)

- 4. When a student commits a serious offense or sexual crime or sexual misconduct in connection with engaging in hazing, the discipline shall include loss of membership in or participation with the related team, organization, program, club, or event and unless a specific substantial justification is established otherwise shall also result in the student being permanently ineligible to participate in any extracurricular activity or association in the District.

[Utah Code § 53G-8-203\(4\)\(b\)\(i\) \(2025\)](#)

5. When a student is suspended or expelled from school because the student has committed a serious offense or sexual crime or sexual misconduct, or when a juvenile court or law enforcement agency provides notice as addressed in [Policy 5380](#), a student reintegration plan shall be established for the student's return to school as provided for in [Policy 5380](#).

[Utah Code § 53G-8-203\(4\)\(b\) \(2025\)](#)

[Utah Code § 53G-8-213 \(2025\)](#)

#### N. Education of Students Subject to Discipline

1. The educational services that will be provided to students subject to discipline will depend upon the nature of the discipline.
  - a. Students subject to remedial measures such as a remedial discipline plan, class attendance with a parent, or in-school suspension will continue to receive educational services from the District according to the remedial measure. A student transferred to another school or program within the District will receive educational services through that school or program.
  - b. Parent and District responsibilities
    - 1) If a student is expelled or suspended for more than 10 days, it is the responsibility of the student's parent to undertake an alternative education plan which will ensure that the student's education continues during the period of the suspension or expulsion.
    - 2) The parent shall work with designated school officials to determine how that responsibility might best be met through private education, alternative programs offered by the District, or other alternatives which will reasonably meet the student's educational needs.
    - 3) Costs for educational services not provided by the District are the responsibility of the student's parent.

[Utah Code § 53G-8-208 \(2020\)](#)

- c. Review of student progress

- 1) The District shall contact the parent of each suspended or expelled student under the age of 16 at least once per month to determine the student's progress.

[Utah Code § 53G-8-208\(4\)\(b\) \(2020\)](#)

d. Record of disciplined students

- 1) The District shall maintain a record of all suspended or expelled students and a notation of the recorded suspension or expulsion shall be attached to the student's transcript.

[Utah Code § 53G-8-208\(4\)\(a\) \(2020\)](#)

O. Readmission of Suspended or Expelled Students

1. Suspended students

- a. A suspended student may not be readmitted to a public school until the student and the student's parent or guardian have met with a designated school official to review the suspension and have agreed with the school official upon a plan to avoid recurrence of the violation resulting in suspension.
- b. At the discretion of the principal, the student may be readmitted if the student and the student's parent have agreed to participate in such a meeting.
- c. However, a suspension may not extend beyond ten (10) days unless the student and the student's parents have been given a reasonable opportunity to meet with a designated school official to respond to the allegations and proposed disciplinary action.

2. Expelled students

- a. The superintendent or his or her designee shall review the expulsion sanction of each expelled student at least once per year and shall report the conclusions of such review to the Board of Education.
- b. The superintendent or his or her designee may make recommendations regarding whether such sanction should be modified or removed, and what conditions, if any, should be imposed on the student's readmission.

- c. If the Board has expelled a student for a set period of time and has not otherwise specified, at the expiration of that expulsion term a student may enroll at his or her area school on the same terms as a new student.

P. Information Regarding SafeUT Crisis Line

1. The SafeUT Crisis line established by the State through the Huntsman Mental Health Institute provides crisis intervention, including suicide prevention, to individuals experiencing emotional distress or psychiatric crisis. It also provides means for an individual to anonymously report
  - a. unsafe, violent, or criminal activities, or the threat of such activities at or near a public school;
  - b. incidents of bullying, cyberbullying, harassment, or hazing; and
  - c. incidents of physical or sexual abuse committed by a school employee or school volunteer.
2. The Board shall inform students, parents, and school personnel about the SafeUT Crisis Line.

[Utah Code § 53B-17-1202\(1\) \(20192024\)](#)  
[Utah Code § 53B-17-1204\(43\) \(20192024\)](#)

Q. Response to SafeUT Crisis Line Reports

1. The District shall respond to reports received through the SafeUT Crisis Line in accordance with models developed by the State Board of Education.

[Utah Code § 53G-8-203\(1\)\(i\) \(2025\)](#)

~~NOTICE OF SHORT-TERM SUSPENSION~~

~~We have attempted to contact you concerning the short-term suspension of your child. \_\_\_\_\_ (student name) has been suspended from school for \_\_\_\_\_ (reason). The dates of suspension have been set as \_\_\_\_\_ to \_\_\_\_\_.~~

~~\_\_\_\_\_ A meeting has been scheduled to review the suspension with \_\_\_\_\_ (principal's name) on \_\_\_\_\_ (date) at \_\_\_\_\_ (time) at \_\_\_\_\_ (place). Please plan to attend this meeting along with your child. If you are unable to attend at this time, please contact \_\_\_\_\_ to reschedule. This meeting must be held prior to the end of the suspension term in order for your child to return to school.~~

~~**[In case of expulsion or long-term suspension add:]**~~

~~\_\_\_\_\_ It has been recommended to the Superintendent that your child be (expelled or suspended longer than ten days). You will be contacted when a decision has been made. A meeting will then be scheduled with the Superintendent.~~

~~Thank you,~~

~~Principal or assistant principal~~

School Logo

### BOX ELDER SCHOOL DISTRICT SHORT - TERM SUSPENSION NOTICE

\* Student Name: \_\_\_\_\_ Grade: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Dear Parent or Guardian,

We regret to inform you that it has become necessary to suspend the above-named student for the following reason (s):

Reason: \_\_\_\_\_

Safe School Violation - Type: \_\_\_\_\_

The dates of suspension have been set as \_\_\_\_\_ to \_\_\_\_\_

**A meeting has been scheduled to review the suspension with \_\_\_\_\_ (principal's name)**

**When:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Location:** \_\_\_\_\_

Please plan to attend this meeting along with your child. If you are unable to attend at this time, please contact \_\_\_\_\_ at (phone number) to reschedule.

This meeting must be held prior to the end of the suspension term in order for your child to return to school.

**Additional Information:**

- While your student is suspended from school, it will be your responsibility to supervise the student and keep the student at home while school is in session. It is the student's responsibility to contact teachers for missed schoolwork. However, the student must not be on district property during the suspension. If a student is on campus during the suspension, it is considered trespassing. This includes any evening activity sponsored by the school or district.
- \*If the student is currently receiving special education services, this suspension will be reviewed by the Special Education team to ensure compliance with the procedural safeguards of students with disabilities. The student's case manager will contact you as soon as possible. If you are not contacted within 24 hours, please call the school immediately.

Thank you,

School Administrator

SCHOOL SUSPENSION/EXPULSION RECOMMENDATION FORM

**Student Information:**

Student Name: \_\_\_\_\_

Grade Level: \_\_\_\_\_

Date of Incident: \_\_\_\_\_

**Incident Details:**

Description of Misconduct (Attach additional documentation if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Previous Disciplinary Actions Taken (Check all that apply):

- Verbal Warning
- Parent Conference
- In-School Suspension
- Short-term Suspension (under 10 days)
- Behavioral Contract
- Other (specify): \_\_\_\_\_

**Recommendation:**

- Long-Term Suspension (more than 10 days)
- Expulsion

**Justification for Recommendation:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

## POLICY 5009

### Admissions and Attendance: Kindergarten

- A. The Board of Education provides kindergarten classes free of charge for kindergarten children residing within the District.

[Utah Code § 53G-7-203\(2\)\(a\) \(2024\)](#)

- B. Half-Day Kindergarten

1. For the students of each parent who requests half-day kindergarten, the District will provide a full-curriculum half-day kindergarten option for students which meets the standards for half-day kindergarten established by the State Board of Education. A half-day kindergarten student who is enrolled in a class that includes full-day kindergarten students will receive instruction that at least meets the minimum standards for half-day kindergarten established by the State Board of Education.

[Utah Code § 53G-7-203\(2\)\(b\)\(i\), \(vi\) \(2024\)](#)

2. When a parent requests kindergarten registration for a student, the parent shall be provided the option to register for a designated full-curriculum half-day kindergarten. The parent shall also be informed of this registration option through email, posters, or other announcements. Parents shall also be informed regarding the additional educational resources and opportunities available to parents who select the half-day kindergarten option.

[Utah Code § 53G-7-203\(2\)\(b\)\(ii\), \(v\) \(2024\)](#)

3. **When If** enrollment of half-day kindergarten students at an individual school or a regional school exceeds 18 students **by March 15**, a dedicated half-day kindergarten class shall be designated and the school shall be designated as a half-day kindergarten provider for the improvement of recruiting teachers that prefer half-day teaching.

[Utah Code § 53G-7-203\(2\)\(b\)\(iii\), \(iv\) \(2024\)](#)

## Policy 5274

# Participation in Sex-Designated Athletic Activities, Programs, and Events

### A. Definitions

1. “Sex” means an individual’s biological sex, either male or female, at birth, according to distinct reproductive roles as manifested by:
  - a. sex and reproductive organ anatomy
  - b. chromosomal makeup; and
  - c. endogenous hormone profiles.
2. “Female” means the characteristic of an individual whose biological reproductive system is of the general type that functions in a way that could produce ova.
3. “Male” means the characteristic of an individual whose biological reproductive system is of the general type that functions to fertilize the ova of a female.
4. “Co-ed” or “mixed” means that a team is composed of members of both sexes who traditionally compete together.

[Utah Code § 53G-6-901\(1\) \(2022\)](#)

[Utah Code § 68-3-12.5\(12\), \(18\), \(33\) \(2025\)](#)

### B. Designation of School Athletic Activities and Teams

1. Each school in the District shall designate each of its school athletic activities and teams as designated for male students, designated for female students, or coed or mixed. In making the designation for activities and teams which are interscholastic activities governed by the Utah High School Activities Association (“UHSAA”), the school shall consider the listing of girls’ teams, boys’ teams, and mixed teams established by the Association.

[Utah Code § 53G-6-902\(1\)\(a\) \(2022\)](#)

[Utah High Schools Activities Association Handbook 2024-2025 pg. 60](#)

C. Participation in Sex-Designated Athletic Facilities, Programs, and Events

1. A male student is not entitled to and may not access, use or benefit from a school or District athletic facility, program, or event which is designated for females. A female student is not entitled to and may not access, use, or benefit from a school or District athletic facility, program, or event which is designated for males. **However, a student may participate in a sex-designated interscholastic activity governed by the UHSAA which does not correspond with the sex designation on the student's unamended birth certificate if the student has obtained eligibility approval from the School Activity Eligibility Commission and the student otherwise qualifies to participate in the activity.**

[Utah Code § 63G-31-201\(3\)\(b\), \(c\) \(2025\)](#)  
[Utah Code § 53G-6-1004\(1\) \(2025\)](#)

## POLICY 5305

### Student Use of Electronic Devices

#### A. Purpose

- ~~The Board of Education recognizes that uncontrolled use of electronic devices often disrupt student learning time, may contribute to cheating, and may also be used inappropriately to photograph and/or contact other students without their consent.~~ While in some instances the possession and use of electronic devices by a student at a school may be appropriate, often the possession and use of such devices or objects by students at school can have the effect of distracting, disrupting and intimidating others in the school setting and leading to opportunities for academic dishonesty and other disruptions of the educational process. The purpose of this policy is to vest in school administrators' authority to enforce reasonable rules relating to such objects or devices in the public schools. Some electronic devices used by students may be owned by the District and provided to students for their use. This policy also addresses standards for student use of such District-owned devices.

[Utah Admin. Rules R277-495-3 \(October 8, 2024\)](#)

#### B. Definitions

- "Classroom hours" means the time during which a student receives scheduled, teacher-supervised instruction that occurs:
  - In a classroom setting (either physical or virtual);
  - during regular school operating hours, and
  - as part of an approved educational curriculum.
  - "Classroom hours" does not include:
    - Lunch periods;
    - Recess;
    - Transit time between classes;

- 4) Study halls (unless directly supervised by a qualified instructor);
- 5) After-school activities unless part of an approved extended learning program;  
or
- 6) Independent study time occurring outside of scheduled instruction.

[Utah Code § 53G-7-227\(1\)\(c\) \(2025\)](#)

2. “Cellphone” means:

- a. A smartphone, a feature phone, a mobile phone, a satellite phone, or a personal digital assistant that incorporates capabilities similar to a smartphone, feature phone, mobile phone, or satellite phone;
- b. A smart watch, as defined below; or
- c. Emerging technology, as defined below.

[Utah Code § 53G-7-227\(1\)\(a\) \(2025\)](#)

3. “Smart watch” means a wearable computing device that closely resembles a wristwatch or other time-keeping device with the capability to act in place of or as an extension of an individual’s cellphone. It does not include a wearable device that can only tell time, monitor an individual’s health informatics, receive and display notifications or information without the capability to respond, or track the individual’s location.

[Utah Code § 53G-7-227\(1\)\(e\) \(2025\)](#)

4. “Emerging technology” means any device that has or will be able to act in place of or as an extension of an individual’s cellphone. It does not include devices provided or required by the school.

[Utah Code § 53G-7-227\(1\)\(d\) \(2025\)](#)

5. “Electronic device” means a **cellphone and any other kind of** device that is used for audio, video, or text communication or any other type of computer or computer-like instrument.

[Utah Admin. Rules R277-495-2\(2\) \(October 8, 2024\)](#)

[Utah Admin. Rules R277-495-4\(1\)\(a\) \(October 8, 2024\)](#)

6. “District-owned electronic device” means an electronic device which is identified as being owned, provided, issued, or lent to a student by the District.

[Utah Admin. Rules R277-495-2\(6\) \(October 8, 2024\)](#)

7. “Guest” means an individual who is not a student, employee, or designated volunteer of the District who is on school property or at the site of a school-sponsored activity or event.

[Utah Admin. Rules R277-495-2\(3\) \(October 8, 2024\)](#)

8. “Inappropriate matter” means pornographic or indecent material as defined in [Utah Code § 76-5c-208\(1\)\(a\)\(iii\)](#) and [Utah Code § 53G-10-103](#).

[Utah Admin. Rules R277-495-2\(4\) \(October 8, 2024\)](#)

9. “Individualized suspicion” means:
- a. Information that an individual has violated a policy;
  - b. This is generally required for a constitutional search (including a search of personal belongings);
  - c. Exceptions are possible when the privacy interests implicated by a search are minimal and where other safeguards are available;
  - d. This standard is not as exacting in the public school setting as in criminal law.
10. “Medical necessity” means:
- a. A student’s illness, with or without a health care professional’s documentation; or
  - b. A student’s recurring illness or medical problem(s).
11. “Parent” is the person(s) who has legal responsibility for the student’s education.
12. “Reasonable suspicion”
- a. Reasonable suspicion need not be based on a single factor, but can be based on the totality of the circumstances;

- b. It can be based on the aggregate effect of all information available at the time of a search;
- c. It does not require absolute certainty, but only “sufficient probability,” the sort of common-sense conclusion about human behavior upon which practical people are entitled to rely.

C. Use of District-Owned Electronic Devices

1. District-owned electronic devices must be used in accordance with the specific rules and conditions related to the issuance of the device to the student, including rules on care and maintenance of the device, any restrictions on personal uses of the device, and rules relating to installation or use of software on the device. Students may not use any District-owned electronic device to access inappropriate matter, nor may students use any District-owned electronic device to hack (obtain unauthorized access or interfere in any way with) any network or any electronic device. Students may not use any District-owned electronic device in any way that significantly impairs academic excellence. Students may not use any District-owned electronic device in ways that bully, humiliate, harass, or intimidate school-related individuals, including students, employees, or guests. Regardless of location, use of District-owned electronic devices must comply with [Policy 4178 Internet Use](#), [Policy 5270 Student Rights and Responsibilities: Bullying, Cyberbullying, Hazing, and Abusive Conduct](#), and other student conduct policies.

[Utah Admin. Rules R277-495-4\(1\)\(b\), \(c\), \(e\) \(October 8, 2024\)](#)

2. District-owned electronic devices are the responsibility of the students to whom they are issued, both with respect to loss or damage of the device and with respect to misuse of the device. When the recipient student allows another to use a District-owned electronic device, the recipient student is jointly responsible for any misuse of the device.

[Utah Admin. Rules R277-495-4\(2\)\(d\) \(October 8, 2024\)](#)

3. Students have no expectation of privacy regarding the contents or use of District-owned electronic devices. The devices shall have filtering software or other restrictions in place to prevent students from accessing inappropriate matter. However, the failure of such filtering software or mechanisms does not prevent a student from being disciplined for accessing inappropriate matter. Teachers or administrators may directly or remotely view, control, search, or otherwise access District-owned electronic devices at any time.

Utah Admin. Rules R277-495-4(1)(c) (October 8, 2024)

4. District-owned electronic devices remain the property of the District. Use of a District-owned electronic device in violation of any District policy may result in the device being confiscated from the student, which may result in missed assignments, inability to complete required assessments, and possible loss of credit or academic grade consequences, in addition to any other appropriate disciplinary sanctions.

Utah Admin. Rules R277-495-4(2)(b), (5)(c) (October 8, 2024)

D. Student Use of Cellphones

- E. ~~The following will govern student use of electronic devices including, tablets, smart phones, a smart or electronic watch, earbuds (wireless or wired), a virtual reality device, and cameras:~~ Students may not use cellphones during classroom hours except under the specific circumstances outlined in the following section.

1. ~~Students may have cellphones in their possession during classroom hours possess these items while in school and at school activities.~~
2. ~~All electronic devices~~ Cellphones must remain out of sight during classroom hours AND will be turned off, ~~not used, and be kept out of sight during class time.~~
3. A cellphone may be confiscated if a student uses it during classroom hours.
4. Confiscated cellphones may be retrieved by individuals designated by the school. Students may also be subject to school discipline.
5. A school shall, by written policy, establish a warning schedule for student violations which all school employees shall follow.
6. Student cellphones inappropriately used or disclosed may be subject to search by school administrators based on reasonable suspicion.

Utah Code § 53G-7-227(3) (2025)

Utah Admin. Rules R277-495-4(2)(b), (5)(c) (October 8, 2024)

7. Students may use cellphones during classroom hours as follows:
  - a. To address a medical necessity.
  - b. As provided in the student's IEP or Section 504 accommodation plan

- c. To use the SafeUT Crisis Line.
- d. To respond to an imminent threat to the health or safety of an individual.
- e. To respond to a school-wide emergency.

[Utah Code § 53G-7-227\(2\)\(a\) \(2025\)](#)

[Utah Code § 53G-17-1202 \(2024\)](#)

[Utah Admin. Rules R277-495-4\(5\)\(d\) \(October 8, 2024\)](#)

#### F. General Standards for Student Use of Electronic Devices

1. Students may not use any electronic device to access inappropriate matter while on school property or while using District connectivity. Students may not use any electronic device to hack (obtain unauthorized access or interfere in any way with) any school network or any District electronic device or electronic device of a person associated with the school. Students may not use any electronic device in ways that bully, humiliate, harass, or intimidate school-related individuals, including students, employees, or guests. Use of student electronic devices at school must comply with [Policy 4178](#). Regardless of location, use of student electronic devices must comply with [Policy 5270](#), and other student conduct policies. Misuse of student electronic devices in a manner that causes disruption at school or school-sponsored activities, programs, or events may result in discipline under the school disciplinary policies (including where warranted suspension or expulsion) and may result in notification to law enforcement authorities.

[Utah Admin. Rules R277-495-4\(1\)\(c\), \(2\)\(b\), \(f\) \(October 8, 2024\)](#)

2. Use of a student electronic device in violation of this or other District policies may result in confiscation of the device as provided herein, may result in the school contacting a parent to address the violation, and may result in such other disciplinary sanctions as provided for under this or other student conduct policies. In addition, where such use is in violation or believed to be in violation of an applicable law, regulation, or ordinance, school administrators or teachers may notify law enforcement or other appropriate authorities and the student may be subject to criminal or other penalties provided by law.

[Utah Admin. Rules R277-495-4\(2\)\(c\), \(e\) \(October 8, 2024\)](#)

3. Students may not be required to use a privately owned electronic device to complete course work.

[Utah Admin. Rules R277-495-4\(2\)\(g\) \(October 8, 2024\)](#)

- ~~4. Policies governing student use of electronic devices before school, between class times, during their lunch and/or recess periods and during and after school activities will be determined at the school level.~~
- ~~5. Electronic devices with photography capabilities will not be operated while a student is in a restroom, dressing room, or any other location where photography may be inappropriate.~~

G. Consequences for Violation of Policy

1. Student will receive one warning prior to discipline for violation of this policy, as determined by the school.
2. Parent(s) or their designated individuals, upon identification, may retrieve their student's electronic device during school hours or by appointment.
3. A school may impose other consequences for a student's violation of the electronic device policy only following notice of such policy to the school community. Such penalties are not exhaustive and more than one penalty may be imposed, if warranted. Such penalties may include:
  - a. loss of electronic device privileges
  - b. disciplinary letter
  - c. in-school suspension
  - d. suspension
  - e. loss of extracurricular or honor privileges or recognition
4. If students are defiant and will not cooperate with school administrators and/or will not surrender electronic device(s), the designated school administrator may take appropriate action for the safety and well-being of the student and other students or employees at the school. The school principal or designee shall notify a parent immediately of additional penalties.

H. Reporting misuse of electronic devices

1. Students should report any misuse of electronic devices by an employee to the principal or other appropriate administrator. Students should report misuse of electronic devices by other students to a teacher or an administrator. Misuse of electronic devices by guest should be reported to the principal or other appropriate administrator.

[Utah Admin. Rules R277-495-4\(4\)\(b\) \(October 8, 2024\)](#)

#### I. Training

1. Each school shall, within the first 45 days of each school year, provide school-wide or in-classroom training to students that covers:
  - a. The District's internet and electronic device policies ([Policy 4178](#) and [Policy 5270](#));
  - b. The importance of digital citizenship;
  - c. The District and school's student conduct and discipline policies;
  - d. The benefits of connecting to the internet and using the school's internet filters while on school premises; and
  - e. The discipline related consequences of violating internet and electronic device policies.

[Utah Admin. Rules R277-495-5 \(October 8, 2024\)](#)

#### J. Notice to Student and Parents of Policy

1. A copy of this policy shall be made available in printed form at the District offices and a copy of this policy or a clear electronic link to this policy shall be made available on the District's website. Individual school policies shall be made available in printed form at the school offices and a copy of those policies or a clear electronic link to those policies shall be made available on the school's website. Parents and students shall receive annual written notice of District and school electronic device policies, which may be satisfied by the website posting, publishing the policy in a school handbook or directory, sending the policy to the student's home or any other reasonable means.

[Utah Admin. Rules R277-495-3\(4\), \(5\) \(October 8, 2024\)](#)

2. Parents and students shall receive notice of changes in District or school electronic device policies in a timely manner and through reasonable means.
3. A copy of the most current policy shall always be available in the main office of the school and shall be posted online on the school website, if a school has a website.
4. Schools may require that parents return a copy of the policy with signature indicating that parents have had access to the policy.
5. Information to parents should include exceptions to the policy and potential consequences for students. Information to parents shall provide clear information of how best to contact students during school hours or activities, in lieu of immediate contact by electronic device.
6. Students and parents shall be notified that law enforcement may be contacted, at school's discretion, if circumstances warrant such contact.

#### K. Confiscated Student Electronic Devices

1. Only licensed school personnel (unless other employees are specifically identified in policy) may confiscate student electronic devices. Licensed school employees are discouraged from searching or reviewing material or numbers stored on student electronic devices except with reasonable suspicion that would warrant a search. Licensed school employees may search an electronic device based on their reasonable suspicion that the student has violated this policy or another District policy. To the extent justified by the nature of the violation for which the reasonable suspicion exists, the search may include text messages, photo files, and calls (recent, missed, or dialed).
2. Schools will do their best to guard and protect confiscated student electronic devices, but are not responsible for loss, damage, or theft.
3. Schools will make a good faith effort to notify parent(s) or their designated individuals that a student's electronic device is in the school's possession and, time and resources permitting, will maintain possession of such devices until the end of the school year, at which time the school may dispose of the device. Prior to disposal of devices, schools shall attempt to clear all personal data.

#### L. Other Provisions

1. Picture taking or video or audio recording by students is strictly forbidden in school or school activity private areas, such as locker rooms, counseling sessions,

washrooms, and dressing areas. Students are further prohibited from using electronic devices to transmit any such recordings. Students are prohibited from using electronic devices in any way which would cause invasions of the reasonable privacy expectations of students or school staff or guest.

*Utah Admin. Rules R277-495-4(5)(a) (October 8, 2024)*

2. Any inappropriate use of electronic devices or the use of these electronic devices to threaten or harass other students or school employees, regardless of whether the individual directed, consented to, or acquiesced in the conduct, or voluntarily accessed the electronic communication, will result in the immediate confiscation of the device. Electronic devices that contain images of minors in a nude or semi-nude state will be confiscated and turned over to law enforcement. Confiscated electronic devices will be returned to the parent of the student when the school has completed any investigation and the issue has been completely resolved.
  - a. Any use of an electronic device or camera to record sounds or images or otherwise capture material in an unauthorized setting or at an unauthorized time shall subject the user of the device to increased discipline based on the circumstances and whether the student has been involved in prior violations of this policy.
    - 1) The use of any electronic device or camera to threaten, bully, intimidate or embarrass another or to capture and transmit test information or any other information in a manner constituting fraud, theft or academic dishonesty will result in appropriate discipline.
  - b. The use of any electronic device in a manner which may be physically harmful to another person, such as shining a laser in the eyes of another student, will result in appropriate discipline. When a student repeatedly engages in such behavior, the punishment may be increased as is appropriate.
3. Electronic devices that are confiscated for inappropriate use at school may be searched if there is reasonable suspicion to believe that the device has evidence of a violation of a school policy or law. The search must be limited to applications and areas of the device (texts, photo files, calls) where evidence of the violation may be contained, based on the information the administrator received. Evidence of a violation of a policy or law may be used for disciplinary action, and may be turned over to law enforcement if the evidence implicates a crime.

4. If an administrator receives information that an electronic device contains images of minors in a nude or semi-nude state, administrators will confiscate the device and contact law enforcement.
5. Students bring their electronic devices on school property or to school activities at their own risk. The school is not responsible for lost, stolen or damaged student electronic devices.
6. Students are strictly responsible for their own electronic devices. If devices are borrowed or taken and misused by non-owners, device owners are jointly responsible for the misuse of the device and policy violation(s) committed with the device.

## POLICY 5380

### Notification Received from Juvenile Courts

#### A. Definition of “Serious Offense”

1. “Serious offense” means a violent felony as defined in [Utah Code § 76-3-203.5](#), a violation of [Utah Code Title 76, Chapter 6, Part 4](#), Theft when the property stolen is a firearm, or an offense that is a violation of [Utah Code Title 76 Chapter 11, Weapons](#).

[Utah Code § 80-6-103\(1\)\(d\) \(2025\)](#)

#### B. Superintendent to Notify Principal

1. Within three days of receiving a notification from juvenile court or a law enforcement agency that a student of the district has been taken into temporary custody for a serious offense, the Superintendent or Superintendent’s designee shall notify the principal of the school that the juvenile attends or last attended. The Superintendent or designee shall inform the principal:
  - a. The name of the student;
  - b. The offense for which the student was taken into custody or admitted to detention; and
  - c. If available, the name of the victim, if the victim is a student of the School District and:

#### C. Resides in the district; or

#### D. Attends the same school as the student in custody

1. Within three days of receiving notification of a juvenile court’s disposition and orders following a detention hearing for a student of the District who is alleged to have committed a serious offense, the Superintendent or designee shall inform the principal of the court’s disposition and orders. The Superintendent or designee shall inform the principal:
  - a. The name of the student;

- b. The offense for which the student was adjudicated;
- c. If available, the name of the victim, if the victim is a student of the District and:
  - 1) Resides in the District; or
  - 2) Attends the same school as the student in custody.
- 2. Within three days of receiving notification of a juvenile court's disposition and orders following a detention hearing for a student of the District who is alleged to have committed a serious offense, the superintendent or superintendent's designee shall inform the principal of the court's disposition and orders.
- 3. Upon receipt of the information from the Superintendent or designee, the principal shall make a notation in a secure file other than the student's permanent file and shall, with the school multidisciplinary team, use the information to assess the level of threat the student poses, including potential for self-harm, suicide ideation, harm to others, or harm to school property. In making this assessment, the principal and multidisciplinary team shall use an evidence-based threat assessment approved by the State Board of Education.

[Utah Code § 53G-8-402 \(2023\)](#)

[Utah Code § 53G-8-403 \(2024\)](#)

[Utah Code § 80-6-102\(20\) \(2024\)](#)

[Utah Code § 80-6-103 \(2025\)](#)

[Utah Admin. Rules R277-736-3\(1\) to \(3\) \(June 22, 2020\)](#)

#### E. Dissemination of Information to School Staff

- 1. The principal and multidisciplinary team shall determine, based on the level of threat posed by the student, the appropriate school staff who should receive the information about the student. In cases where the information demonstrates possible imminent harm to the student or others, the principal may share information as necessary to ensure the safety of the student, the victim, and the school's general population without first consulting with the multidisciplinary team. In determining what information should be shared and which staff members should receive the information, the principal and multidisciplinary team should share only the information and data needed to ensure the safety of the student, the victim, and the school's general population.

[Utah Admin. Rules R277-736-3\(1\), \(4\), \(5\) \(June 22, 2020\)](#)

2. The Superintendent, principal, and any other staff member notified by the principal shall not intentionally cause the information to become public knowledge.

#### F. Student Reintegration Plan

1. **Unless the offense is a forcible felony, w**Within five school days of receiving a notification from juvenile court or a law enforcement agency that a student of the district has been arrested for, charged with, or adjudicated in juvenile court for a serious offense (**as defined by [Utah Code § 80-6-103\(1\)\(d\)](#)**), the school shall develop a reintegration plan for the student with a multidisciplinary team, the student, and the student's parent or guardian. **(In the case of a forcible felony, the District may elect not to reintegrate the student. However, if the school decides not to reintegrate the student, the District must provide alternative education options for the student.)** The plan must address a behavioral intervention for the student, a short-term mental health or counseling service for the student, and an academic intervention for the student, and (if the offense was a violent felony and was directed at a school employee or another student within the school) notification of the reintegration plan to that employee or student and the student's parent. A student may not be reintegrated into school where a student or staff member has a protective order against the student or where a student or staff member is the victim of a sexual crime committed by the student. The school may deny admission to the student until the reintegration plan is completed. The multidisciplinary team involved in developing the reintegration plan will consist of the District, the juvenile court, the Division of Juvenile Justice Services, a school safety and security specialist, the school safety and security director, and (if applicable) a school resource officer and any other relevant party that should be involved in a reintegration plan. A student resource officer shall be given the opportunity to provide input regarding the safety risks the student may pose upon reintegration. Where a student is on probation, the reintegration plan shall include providing notice to the student resource officer of the school where the student attends of that probation status.

[Utah Code § 53G-8-213 \(2025\)](#)

[Utah Code § 80-6-103\(1\)\(d\) \(2025\)](#)

[Utah Code § 53G-8-203\(4\)\(b\)\(iii\), \(iv\) \(2025\)](#)

#### G. Action Against Student Based on Information

1. Any action taken against a student based on the information received must be consistent with restorative justice practices. (See [Policy 5270 Student Rights and Responsibilities Bullying, Cyberbullying, Hazing, and Abusive Conduct](#).)

[Utah Admin. Rules R277-736-3\(6\) \(June 22, 2020\)](#)

#### H. Transfer of Information to Another School

1. Beginning July 1, 2025, the school shall digitally maintain the secure file information regarding the notification or (if available) the student's reintegration plan for one year after receiving a notification from juvenile court or a law enforcement agency and shall ensure that the secure file follows the student if the student transfers to a different school or local educational agency.

[Utah Code § 53G-8-403\(6\) \(2024\)](#)

## Policy 6023

### School Climate Surveys

#### A. Definition

1. For purposes of this policy:

- a. “School Climate Survey” or “climate survey” means a survey that evaluates a range of aspects of the educational environment to assess perceptions and identify specific strengths and weaknesses within a school. The survey may also include additional questions from the District (subject to compliance with [Policy 3098 Employee Surveys](#) and related statutes).
- b. “School Community” means relevant stakeholders, including parents, students, administration, school building staff (including teachers), and school resource officers.

[Utah Admin. Rules R277-623-2 \(March 10, 2025\)](#)

[Utah Admin. Rules R277-623-4, \(2\)\(b\) \(March 10, 2025\)](#)

#### B. Administration of Climate Survey

1. The District may administer a school climate survey, but is not required to do so.
2. If a school climate survey is administered, it shall be given using a State Board of Education approved online provider, and shall be administered at least once every other year, in the opposite year from the Employee Engagement Survey. (See [Policy 3098](#))

[Utah Admin. Rules R277-623-4\(1\)\(a\)\(iii\), \(4\) \(March 10, 2025\)](#)

3. The survey shall be administered to the District’s school community in an anonymous and randomized way, using other languages relevant to the school community where possible and in a form which complies with the Americans With Disabilities Act. Survey participation responses will be collected from all adults (parents and employees) and from at least 400 students, or 35% of the District’s student population, whichever is lower.

[Utah Admin. Rules R277-623-4\(2\) \(March 10, 2025\)](#)

4. A student may request a different survey administrator. The survey may be administered orally to a student if measures are put into place to protect the confidentiality of the student's responses and if measures are put into place to protect the confidentiality and identity of the survey administrator from the general public.

[Utah Admin. Rules R277-623-4\(3\) \(March 10, 2025\)](#)

#### C. Confidentiality of Survey Information

1. The responses provided by adults to climate surveys are designated as private information under Policy 6000, and the Utah Government Records Access and Management Act, and access to such information will be allowed only as permitted under that policy and statute. The responses provided by students to climate surveys are student records for purposes of Policy 5100 and FERPA and access to those records will be allowed only as permitted under that policy and statute.

[Utah Admin. Rules R277-623-4\(5\) \(March 10, 2025\)](#)

#### D. Access to Model Surveys

1. The USBE Model School Climate Survey can be obtained at the Utah State Board of Education offices and online at:

<https://schools.utah.gov/administrativerules/documentsincorporated>

[Utah Admin. Rules R277-623-3\(2\) \(March 10, 2025\)](#)

# Joint Legislative Committee

Utah School Boards Association, Utah School Superintendents Association & Utah Association of School Business Officials

## Bill Tracker

February 6, 2026

### SUPPORT

- HB42: School Cybersecurity Amendments (Wilcox)
- HB75: American Indian and Alaska Native Education Amendments (Watkins)
- HB143: Special Education Amendments (K. Peterson)
- HB144: School Community Council Amendments (Miller)
- HB163: Grow Your Own Educator Pipeline Program Amendments (Wilcox)
- HB236: Truth in Taxation Amendments (K. Peterson)
- SB25: Retirement Modifications (Harper)
- SB43: Land Trusts Protection and Advocacy Office Amendments (Owens)
- SB51: School Safety Modifications (Owens)
- SB52: Substitute Teaching Requirements Amendments (Fillmore)
- SB69: School Devise Revisions (Fillmore)
- SB107: Education Legislation Advisory Commission Amendments (Stratton)
- SB241: Early Literacy (Millner)

### OPPOSE

- HB241: Charter School Amendments (Pierucci)
- HB256: School District Election Amendments (Kyle)
- HB161: Property Tax Modification (Koford)
- HB170: School Board Referendum Amendments (Shipp)
- HB267: Public Employee Compensation Amendments (Sawyer)
- HB273: Classroom Technology Amendments (Defay)
- HB293: Public Education Student Athlete Protections (Hall)
- HB300: School District Taxation Amendments (Kyle)
- HB329: State Employee Maternity and Leave Amendments (Defay)
- HB364: Certified Teacher Librarian Amendments (Arthur)
- ~~HB347: Artificial Turf Placement Modifications (Nguyen)~~
- HB365: Taxation Notification Requirements (T. Peterson)
- HB407: Public Education Information System (MacPherson)
- HB440: School Lunch Amendments (Auxier)
- HB462: School Bus Internet Access (Auxier)
- HB484: Property Tax Changes (Christofferson)
- HB485: Property Tax Revenue Increase Amendments (Auxier)
- SB62: School Funding Amendments (Fillmore)
- SB65: Minimum Basic Tax Rate Amendments (Fillmore)
- SB85: Excellence in Education and Leadership Supplement Modifications (Fillmore)
- SB97: Tax Revenue Amendments (McCay)
- SB119: School and Classroom Amendments (Fillmore)
- SB126: School Swimming and Lifeguarding Programs (Plumb)

# Joint Legislative Committee

Utah School Boards Association, Utah School Superintendents Association & Utah Association of School Business Officials

- SB164: School Construction Amendments (Wilson)

## NO POSITION

- HB31: Local Education Agency Financial Reporting (Walter)
- HB36: Gold Medal Schools Pilot Program (Hall)
- HB145: Extracurricular Activity Amendments (Albrecht)
- ~~HB298: School Design Amendments (Christofferson) – Defeated in committee~~
- HB360: School Athlete Amendments (Hawkins)
- HB467: Utah Fits All Scholarship Program Modifications (Pierucci)
- SB34: Public Education Revisions (Johnson)
- SB58: Public School Attendance Amendments (Fillmore)
- SB75: Educator Salary Adjustment Eligibility (Musselman)

Below is a summary of the specified bills and the potential reasons for support from the public education sector.

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## House Bills (HB)

- **HB42: School Cybersecurity Amendments (Wilcox)**
  - **Explanation:** Establishes minimum cybersecurity standards for Local Education Agencies (LEAs), requiring specific measures like strong authentication, regular patch management, and immutable backups. It also expands the Utah Cyber Center's duties to support LEAs and requires coordination with the Utah Education and Telehealth Network.
  - **Public Education Support:** Public education would support this to ensure that sensitive student and staff personal data is effectively protected across all districts, regardless of their size or budget.
- **HB75: American Indian and Alaska Native Education Amendments (Watkins)**
  - **Explanation:** Modifies definitions and expands authorized expenditures for a grant program targeted at the needs of American Indian and Alaska Native students. It also addresses the adoption of a state education plan for these student populations.
  - **Public Education Support:** This bill allows for more flexible and targeted use of grant funds to better meet the specific academic and cultural needs of Indigenous students.
- **HB143: Special Education Amendments (K. Peterson)**
  - **Explanation:** Requires LEAs to provide at least 30 days' written notice to parents before relocating a student's special education class due to boundary or assignment changes. It mandates that LEAs consider and document parent comments before a final decision is made.
  - **Public Education Support:** Supporters believe this ensures parents are integral partners in placement decisions, providing a transparent process for families of students with disabilities.
- **HB144: School Community Council Amendments (Miller)**
  - **Explanation:** Updates council duties to include advising on safe technology use and digital citizenship. It also allows councils to adjust their size via a majority vote (provided parents outnumber employees by at least two) and clarifies election procedures.
  - **Public Education Support:** This strengthens parent participation and streamlines the collaborative process between families and educators in shaping school programs and safety principles.
- **HB163: Grow Your Own Educator Pipeline Program Amendments (Wilcox)**
  - **Explanation:** Expands scholarship eligibility within the "Grow Your Own" program to include licensed teachers who are pursuing special education endorsements.
  - **Public Education Support:** This provides a critical pathway to address the shortage of special education teachers by incentivizing current educators to gain additional credentials.

- **HB236: Truth in Taxation Amendments (K. Peterson)**

- **Explanation:** Modifies the process for increasing property taxes by requiring taxing entities to hold preliminary public meetings and present alternative tentative budgets that do not include the proposed increase.
  - **Public Education Support:** While often viewed as a constraint, proponents argue it increases transparency and public trust in how local education funding decisions are made.
- 

## Senate Bills (SB)

- **SB25: Retirement Modifications (Harper)**

- **Explanation:** Makes technical changes to public employee retirement, including adding representatives from school districts and local school boards to the Membership Council (increasing it from 15 to 18 members).
- **Public Education Support:** This ensures school districts have a direct voice and better representation on the council that oversees retirement benefits for educators.

- **SB43: Land Trusts Protection and Advocacy Office Amendments (Owens)**

- **Explanation:** Clarifies the Advocacy Office's role as the primary representative of trust beneficiaries and establishes accountability requirements for the use of trust distributions following a legislative audit.
- **Public Education Support:** This strengthens the management of School Land Trusts, ensuring these funds are used responsibly to maximize long-term revenue for public schools.

- **SB51: School Safety Modifications (Owens)**

- **Explanation:** Creates a statewide system for the State Board of Education to collect and share information regarding student threats between LEAs, including a statewide student threat "flag."
- **Public Education Support:** This facilitates better communication between schools when students transfer, allowing for proactive safety measures while maintaining student privacy protections.

- **SB52: Substitute Teaching Requirements Amendments (Fillmore)**

- **Explanation:** Removes the requirement that long-term substitute teachers (those serving more than 20 days) must hold a teaching license, though it still requires districts to prioritize licensed educators when available.
- **Public Education Support:** This provides schools with much-needed flexibility to keep classrooms staffed during educator shortages when licensed substitutes are unavailable.

- **SB69: School Devise Revisions (Fillmore)**

- **Explanation:** Changes the default standard for personal device use from "prohibited during instructional time" to "prohibited during the school day."
  - **Public Education Support:** This aims to reduce distractions and improve student focus by establishing a consistent, "bell-to-bell" cellphone prohibition across the entire school day.
  - **SB107: Education Legislation Advisory Commission Amendments (Stratton)**
    - **Explanation:** Creates a commission to study education issues and provide feedback to the legislature on proposed education-related laws.
    - **Public Education Support:** This provides a formal venue for education experts and stakeholders to offer insights on the practical impacts of proposed legislation before it becomes law.
  - **SB241: Early Literacy (Millner)**
    - **Explanation:** Sets a statewide goal of 80% of third-graders reading on grade level by 2030 and requires schools to implement individualized reading plans and interventions based on the "science of reading."
    - **Public Education Support:** This bill provides resources for literacy coaching and evidence-based instruction to ensure every student has the foundational skills needed for long-term academic success.
-

As the 2026 Utah Legislative Session unfolds (January 20 – March 6, 2026), several bills aim to reshape public education funding, local governance, and classroom operations. Below are details for the requested bills along with common points of opposition from the public education community.

- **HB241: Charter School Amendments (Pierucci)**
  - **Detail:** Grants charter schools the first option to purchase decommissioned school district property and establishes a **Charter School Revolving Fund** to assist with facility costs.
  - **Education Opposition:** Districts often oppose losing the ability to sell surplus property on the open market for a higher price, which would otherwise provide flexible revenue for district-wide needs.
- **HB256: School District Election Amendments (Kyle)**
  - **Detail:** Proposes changes to how school board members are elected, potentially shifting them to **partisan elections** or altering term structures to increase accountability to voters.
  - **Education Opposition:** Educators typically oppose partisan elections for school boards, fearing that political ideologies will take precedence over local student needs and educational best practices.
- **HB161: Property Tax Modification (Koford)**
  - **Detail:** Adjusts the methods for calculating property tax assessments, often aimed at capping increases to provide relief to homeowners.
  - **Education Opposition:** Since schools rely heavily on local property taxes, any modification that caps or reduces these revenues can lead to **funding shortfalls** for essential programs and teacher salaries.
- **HB170: School Board Referendum Amendments (Shipp)**
  - **Detail:** Modifies the process by which citizens can challenge school board tax increases or bond issuances through a public referendum.
  - **Education Opposition:** Boards argue that these changes make it harder to secure the funding necessary for **school infrastructure** and emergency repairs, adding layers of bureaucratic delay to critical projects.
- **HB267: Public Employee Compensation Amendments (Sawyer)**
  - **Detail:** Implements new standards for how public employee salary adjustments are negotiated and reported, focusing on performance-based metrics.
  - **Education Opposition:** Teachers' unions often oppose these metrics because standardized test scores or narrow performance data may not accurately reflect the **full scope of educator impact** in diverse classrooms.
- **HB273: Classroom Technology Amendments (Defay)**
  - **Detail:** Part of the "Balance Act," this bill limits screen time in early grades and requires schools to draft specific rules for **artificial intelligence** usage.

- **Education Opposition:** Educators worry this "one-size-fits-all" statewide standard ignores local curriculum needs and may hinder the integration of modern digital literacy tools required for future jobs.
- **HB293: Public Education Student Athlete Protections (Hall)**
  - **Detail:** Establishes statewide standards and safety protocols for student athletes, potentially including mandatory health screenings and injury reporting.
  - **Education Opposition:** Districts often cite the **unfunded mandate** aspect of such bills, where schools are required to implement new oversight without additional funding to cover the administrative costs.
- **HB300: School District Taxation Amendments (Kyle)**
  - **Detail:** Reevaluates the taxing authority of local school districts, potentially limiting their ability to raise levies without direct legislative or broader voter approval.
  - **Education Opposition:** Districts value **fiscal autonomy**; limiting their taxation authority reduces their ability to respond to local community growth or specific district crises.
- **HB329: State Employee Maternity and Leave Amendments (Defay)**
  - **Detail:** Expands paid maternity and parental leave for state employees, including public school staff, to align with broader state family support goals.
  - **Education Opposition:** While the benefit is liked, the opposition usually stems from the **lack of funding for long-term substitutes**, placing a strain on school staffing and budgets when multiple teachers are on leave.
- **HB364: Certified Teacher Librarian Amendments (Arthur)**
  - **Detail:** Requires every public school to have a certified teacher librarian to manage digital resources and literacy programs.
  - **Education Opposition:** Amidst a teacher shortage, schools oppose this as a **rigid staffing requirement** that may force them to prioritize a librarian over a classroom teacher if funds are limited.
- **HB347: Artificial Turf Placement Modifications (Nguyen)**
  - **Detail:** Regulates the materials and safety standards for artificial turf on school athletic fields, focusing on environmental and health impacts.
  - **Education Opposition:** Districts may oppose this due to the **increased cost of maintenance** or replacement of existing fields that might not meet the new, more expensive standards.
- **HB365: Taxation Notification Requirements (T. Peterson)**
  - **Detail:** Increases the transparency and frequency of notifications that districts must send to taxpayers regarding proposed tax hikes.

- **Education Opposition:** Schools often find these requirements **redundant and costly**, as they already follow "Truth in Taxation" laws, and the added mailing costs pull money away from students.
- **HB407: Public Education Information System (MacPherson)**
  - **Detail:** Authorizes a centralized state database to track student data, software usage, and cybersecurity standards for Local Education Agencies (LEAs).
  - **Education Opposition:** Local districts often resist **centralized data collection** due to concerns over student privacy and the risk of a single point of failure in the event of a cyberattack.
- **HB440: School Lunch Amendments (Auxier)**
  - **Detail:** Aims to expand eligibility for free or reduced-price school lunches to a broader range of low-income families.
  - **Education Opposition:** If the state does not fully reimburse the cost, schools may be left to **subsidize the program** from their general operating budgets, impacting other educational services.
- **HB462: School Bus Internet Access (Auxier)**
  - **Detail:** Mandates or incentivizes the installation of Wi-Fi on school buses to allow students to complete homework during long commutes.
  - **Education Opposition:** Concerns often center on **unsupervised internet access** and the ongoing costs of data plans and hardware maintenance that are not always fully covered by state grants.
- **HB484: Property Tax Changes (Christofferson)**
  - **Detail:** Proposes a major restructuring of how property tax is distributed between the state and local districts to equalize funding across wealthy and poor areas.
  - **Education Opposition:** Wealthier districts typically oppose "Robin Hood" style reallocations that **divert their local tax dollars** to other parts of the state.
- **HB485: Property Tax Revenue Increase Amendments (Auxier)**
  - **Detail:** Places stricter caps on the percentage by which a school district can increase its property tax revenue in a single year.
  - **Education Opposition:** This can prevent schools from keeping pace with **inflation and rapid population growth**, leading to overcrowded classrooms and crumbling facilities.
- **SB62: School Funding Amendments (Fillmore)**
  - **Detail:** Adjusts the formula for the Weighted Pupil Unit (WPU), the primary mechanism for school funding, to include new weightings for specific student demographics.

- **Education Opposition:** Changing formulas creates "winners and losers"; districts that see a **decrease in their relative funding** will oppose the new calculation methods.
- **SB65: Minimum Basic Tax Rate Amendments (Fillmore)**
  - **Detail:** Modifies the state-mandated "basic rate" for property taxes that every district must charge to ensure a baseline level of funding for all students.
  - **Education Opposition:** Increasing the basic rate can be seen as a **state-level tax hike**, which local boards may oppose if it makes it harder for them to pass their own local levies.
- **SB85: Excellence in Education and Leadership Supplement Modifications (Fillmore)**
  - **Detail:** Amends the criteria and funding for teacher bonuses intended to reward "high-performing" educators.
  - **Education Opposition:** Critics argue these supplements create **inequity among staff** and that the funds should instead be used for across-the-board salary increases to benefit all teachers.
- **SB97: Tax Revenue Amendments (McCay)**
  - **Detail:** Proposes to further diversify the use of income tax revenue, which is constitutionally earmarked for education, to other state needs.
  - **Education Opposition:** The education community fiercely defends the **income tax earmark**, viewing any diversion as a direct threat to the long-term stability of school funding.
- **SB119: School and Classroom Amendments (Fillmore)**
  - **Detail:** Implements a **"bell-to-bell" ban on cell phones** in K-12 classrooms to reduce distractions.
  - **Education Opposition:** While many support the goal, some oppose a statewide mandate, arguing that **local districts should set their own policies** to allow for teacher-led digital learning opportunities.
- **SB126: School Swimming and Lifeguarding Programs (Plumb)**
  - **Detail:** Creates a grant program to support swimming lessons and lifeguarding certification within high school physical education.
  - **Education Opposition:** Schools without pools or easy access to community centers oppose this as an **inequitable program** that favors wealthier urban districts over rural ones.

# **Joint Legislative Committee**

Utah School Boards Association & Utah School Superintendents Association

## **TALKING POINTS**

### **Appreciation & Acknowledgment**

- Express gratitude for the committee's time, effort, and difficult decision-making responsibilities.
- Recognize the challenge of balancing fiscal stewardship while meeting the needs of students, educators, and communities.
- Acknowledge the committee's ongoing commitment to supporting Utah's public education system.

### **Protect Programs That Directly Impact Students**

- Encourage prioritizing funding for programs that have a direct and meaningful impact on student learning.
- Emphasize that investments in students strengthen Utah's communities and economy long-term.
- Highlight that reductions to student-facing programs often have immediate and lasting consequences.

### **Special Education Needs - JLC Priority**

- Stress that special education services support students with diverse learning and developmental needs.
- Note that funding helps districts meet federal and state requirements while providing appropriate services.
- Emphasize that underfunding shifts financial burdens to local districts.

### **Support Funding for At-Risk Students - JLC Priority**

- Highlight the importance of programs that support students facing economic hardship, academic challenges, and/or language barriers.
- Emphasize that early intervention and targeted support improve student outcomes and graduation rates.
- Reinforce that these programs help close opportunity and achievement gaps.

### **Reinstate \$17.5 Million for School Fees - Funds Allocated Last Year**

- Stress that eliminating school fees reduces financial barriers for families.
- The original three-year phase-in elimination enabled districts to have the resources to plan for the elimination of school fees.

# Joint Legislative Committee

Utah School Boards Association & Utah School Superintendents Association

- Allocating the funding and then taking it away mid-year has caused hardship for many districts.

## **Preserve Flexible Allocation Funding**

- Encourage maintaining flexible allocation funding without cuts or restructuring.
- Highlight that these funds are used to directly pay teachers.
- Emphasize that district could lose high-quality teachers if they are unable to pay them competitively.

## **Closing Message**

- Encourage thoughtful, student-centered funding decisions.
- Reaffirm appreciation for the committee's leadership and dedication to Utah's students.

# JOINT LEGISLATIVE PRIORITIES 2026



We are dedicated to working collaboratively with the Utah State Legislature to ensure that each student is prepared for college, career, and life. An educated citizenry will further the position of Utah as a state leader in the nation.



Establish an **education working group**, including legislators and JLC (USBA, USSA, UASBO), that finds solutions to support students, educators, parents, families, and communities.



Provide two percent (2%) **above** the guaranteed inflation and growth in the WPU to provide the support needed **for all students, prioritizing special education students.**



Fulfill prior commitment to increase new funding for **at-risk students** to better provide resources to meet their needs.



Help us create a reliable future workforce by providing resources to incentivize a **culture of student attendance.**



Create a plan for the Economic Stabilization Account that allows 85% of available **funds to go directly to LEAs** to support school safety, capital need, small school building funds, and educator directed hours.



Collaborate with JLC (USBA, USSA, UASBO) on a long-term **educational funding framework.**

COLLABORATING TO ENSURE THE BEST OPPORTUNITIES FOR ALL STUDENTS

The Joint Legislative Committee is a standing committee of the Utah School Boards Association Board of Directors.

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## UTAH SCHOOL BOARDS ASSOCIATION

TENTATIVE MINUTES OF A REGULAR MEETING  
OF THE BOARD OF EDUCATION  
BOX ELDER SCHOOL DISTRICT

A work session was held at 5:00 pm. The School Board heard a presentation from Marci Horner at MGT. Ms. Horner presented the demographic study that was performed for the District. The study outlines the current enrollment trends and the projected enrollment trends based on birth rates and new residential construction.

Tentative minutes of a Regular Meeting of the Board of Education, Box Elder School District, held Wednesday evening January 14, 2026, at 6:30 p.m. at the Independent Life Skills Center, 960 S Main St, Brigham City, Utah.

Those in attendance at the meeting included Board President Tiffani Summers, Members Bryan Smith, Julie Taylor, Karen Cronin, Wade Hyde and Stephanie DeFilippis. Board Vice President Danielle Wright was excused from attendance. Also present were Superintendent Steven Carlsen, Assistant Superintendents Keith Mecham and Heidi Jo West, Business Administrator Neil Stevens, District employees, representatives of the press and interested citizens.

President Summers welcomed those in attendance and conducted the business of the meeting. After the reverence, which was offered by Wade Hyde, Julie Taylor led the audience in the pledge of allegiance.

**Recognitions**

Jamie Kent, Public Information Officer, along with Catherine Allen, Special Education Director, recognized the employees of the Independent Life Skills Center (ILSC) and highlighted the purpose and activities of the ILSC. These students are in the special education program and are aged 18-22 years old. There are approximately 30 students in the program. The students at the ILSC are working towards acquiring life skills that will allow them to live independently. The students participate at job sites to gain valuable skills and progress towards a high school graduation.

Jaime Kent, Public Information Officer, shared that Shamra Shaffer from Bear River High School, Aubree Chase from McKinley Elementary and Jennifer Winward from Bear River Middle School were awarded the SEE award for their contributions in strengthening PLCs, expanding student connections, and elevating employee recognition.

**Approval of Agenda**

Bryan Smith made the motion to approve the agenda. Karen Cronin seconded the motion, which passed unanimously.

Stephanie DeFilippis – Yes  
Bryan Smith – Yes  
Tiffani Summers - Yes  
Karen Cronin - Yes  
Wade Hyde - Yes  
Julie Taylor - Yes

**Public Comment**

There were no members of the public present to provide public comment.

**First Public Comment on School Fees**

Keith Mecham, Assistant Superintendent of Secondary Teaching and Learning, presented the proposed school fee schedule for the 2026-27 school year.

The proposed school fee schedule does not include any curricular school fees but does add a new fee for marching band of \$1,000 to allow the program to expand its participation.

There were no public comments presented about the proposed fee schedule.

**Action Items**

Karen Cronin motioned to move the action items until after the closed session to discuss the sale or lease of real property. Julie Taylor seconded the motion. The motion passed unanimously.

**Declare Surplus Property**

Julie Taylor motioned to declare Foothill Elementary as surplus property. Wade Hyde seconded the motion.

Karen Cronin stated, "Just to reiterate that other school districts have cautioned us to look at reusing some of our buildings before declaring them surplus because you can't grow land or buildings."

The motion passed 5-1.

Stephanie DeFilippis – Yes  
Bryan Smith – Yes  
Tiffani Summers - Yes  
Karen Cronin - No  
Wade Hyde - Yes  
Julie Taylor – Yes

**Approve the Superintendent, Business Administrator and Real Estate Agent to Engage in Negotiations Over Property Exchange**

Julie Taylor motioned to approve the Superintendent, Business Administrator and Real Estate Agent to engage in negotiations over property exchange with Brigham City for the purposes of securing a new school site. Wade Hyde seconded the motion.

Karen Cronin clarified on the record that the negotiations should occur under the terms and conditions discussed in the closed session.

The motion passed unanimously.

Stephanie DeFilippis – Yes  
Bryan Smith – Yes  
Tiffani Summers - Yes  
Karen Cronin - Yes  
Wade Hyde - Yes  
Julie Taylor - Yes

## **Information Items**

### **Audit Report**

Matt Geddes, Auditor with Squire and Co. presented the annual financial and compliance audit of the Box Elder School District for the 2024-25 school year. The auditor stated that there were no items of concern noted in the audit and the audited statements are presented fairly in all material respects. The District Foundation was part of the audit as well. There were no audit findings associated with the audit of the District Foundation.

Bryan Smith motioned to move the Lease Revenue Bond presentation to later in the agenda when the presenter arrives as the Board Meeting was ahead of schedule. Stephanie DeFilippis seconded the motion. The motion passed unanimously.

Stephanie DeFilippis – Yes

Bryan Smith – Yes

Tiffani Summers - Yes

Karen Cronin - Yes

Wade Hyde - Yes

Julie Taylor - Yes

### **Lease Revenue Bond**

Ryan Bjerke, attorney from Chapman and Cutler, presented information on the lease revenue bond and the process that the District must adhere to prior to issuing bonds. There is currently a petition circulating in the community to require the lease revenue bond to be placed on the ballot. The deadline for the petition to be delivered to the District is January 16<sup>th</sup>. The District will place all actions of the lease revenue bond on hold until the petition matter is finalized.

### **BESD Foundation Report**

Matt Nelson, President of the BESD Foundation, presented the annual report. The Foundation has funded many projects for students such as teacher funding requests, student health and wellness, and also STEM equipment for school classrooms. The Foundation is also putting funds aside to assist with the operation of teen centers in the high schools. The Foundation raised approximately \$70,000 through fundraising events and received approximately \$30,000 in grants.

### **Construction Update**

Corey Thompson, Facilities Director, presented an update on the four planned construction projects.

He provided an update on the Box Elder High School expansion. The expansion will re-do the CTE area, add a new PE building with classrooms and add a 3-story addition to the front of the school. The anticipated cost is \$50 million. The Bear River High School will add a new PE building, new CTE space and a new 2-story addition to the north of the current school. The current cost estimate is \$58 million, but that is expected to come down as the design plans are finalized. There is a new elementary school planned in West Tremonton on the land that the District already owns. The anticipated cost is approximately \$38 million. There is also a planned expansion of Discovery Elementary. The estimated cost is \$12-13 million.

### **Video and Recruitment**

Jaime Kent, Public Information Officer, and Coerina Fife, Executive Director of Human Resources, presented the video that will be used at teacher recruitment events. This video was recently

recorded, and it is hoped that this will result in recruitment of new teachers at the various career fairs that the District attends.

New Grading Policy Data from 1st Trimester, Comparing 2024 vs 2025

Keith Mecham presented the grading data from 1<sup>st</sup> trimester demonstrating the change in grades earned because of new grading policy. Overall students have received higher grades across the board.

Monthly Financial Report

Neil Stevens, Business Administrator, presented the monthly financial report as of December 2025. The District is working within its established budget and revenue is on target to be consistent with the Board approved budget.

Board Committee Reports

Stephanie DeFilippis commented on how important and effective the Policy Review Committee is to District operations. She commented that she appreciates the District Office staff and their efforts to assist with the policy review committee.

Student Board Member Report

Makayla Barton, Student Board Member, provided a report on the activities of the two high schools. Bear River and Box Elder are planning for the sweetheart's dance later this month. Bear River Drill Team will be traveling to the regional competition. The school will be organizing a spirit bus to transport students who want to support the Drill Team. There is a nominal cost for the students to travel on the spirit bus.

Keith Mecham noted that there was a change in the grading policy for the athletic hour that students enrolled in as part of the team sport that they participate in. The new policy is a pass/fail grade only.

December Employees of the Month

Heidi Jo West, Assistant Superintendent of Elementary Teaching & Learning, presented the December list of employees who were honored in local buildings for their individual efforts. The following employees were selected for December.

<u>School</u>	<u>Teacher</u>	<u>Support</u>
BRHS	Michelle Alexander	Dallin Kestner
BRMS	Cathe Runyan	Meghan Thornley
ACHI	Jason Warner	Lindsey Manscill
BEHS	Kris Harding	Alicia Barr
BEMS	Rebekah Spencer	Denyehl Jones
ACYI	Jake Hanes	Melissia Cook
Sunrise	Leslie Fridal	Heidi Pugsley
Century	Heidi Johnson	Lori Nelson
Discovery	Heather Morrey	Mindy Anderson
Fielding	Lonni Tilley	Gale Brown
Garland	Suzy Lish	Brynn Bullinger
Golden Spike	Starla Johnson	Colby Andersen
Lake View	Jamie Pickering	Steven Simpson
McKinley	Chrissy Nelson	Monica Roberts
North Park	Bobbi Fessler	Hyrum Gilbert
Three Mile Creek	Rachel Post	Olivia Rose

Willard  
Western

Sandy Warner  
Hallie Kunzler

Shay Bair  
McKenzie Richins

**Policy Review**

The following Policy was presented for review of changes from approved negotiations:

Policy 3126 Certificated: Sickness, Absences and Leaves

The following Policies were presented for first reading:

Policy 2005 Program Accounting

Policy 2060 Deducted Absences

Policy 3010 Employee Bullying and Hazing

Policy 5005 Safe Schools - Student Discipline/Behavior

Policy 5009 Admissions and Attendance: Kindergarten

Policy 5274 Participation in Sex-Designated Athletic Activities, Programs, and Events

Policy 5305 Student Use of Electronic Devices

Policy 5380 Notification Received from Juvenile Courts

Policy 6023 School Climate Surveys

Karen Cronin asked clarify questions on the definition of bullying in Policy 3010.

Karen Cronin asked about the purpose of Policy 5274. Keith Mecham responded that this policy is a result of new state law that governs participation of students in athletics by birth sex.

Karen Cronin requested that policy 5005 be changed to reference to the position of the responsible employee, not the specific name of the employee responsible for carrying out the policy.

Julie Taylor made a motion to approve the presented policies on first reading. Bryan Smith seconded the motion, which passed unanimously.

Stephanie DeFilippis – Yes

Bryan Smith – Yes

Tiffani Summers - Yes

Karen Cronin - Yes

Wade Hyde - Yes

Julie Taylor - Yes

The following Policies were presented for second reading:

Policy 1222 Naming of Facilities

Policy 2217 Transportation - Requests for Field Trips/Activity

Policy 3023 Educator Induction, Mentoring, and professional Learning

Policy 3098 Employee Surveys

Policy 3208 ESP: Fringe Benefits and Leave of Absence

Policy 4066 Curriculum: Religious Neutrality

Policy 4102 Grading: Grades K-7

Policy 4104 Grading: Packet Credit

Policy 4105 Sex Education

Policy 4107 Testing Procedures and Standards

Policy 4108 Testing Procedures and Standards - Exclusion from Testing  
Policy 4115 Grading: Course Grade Replacement  
Policy 4140 School Volunteers/Resource Persons  
Policy 6000 Public Records Access and Management  
Policy 6050 Community Use of School Facilities  
Policy 6060 Conduct on School Premises

Karen Cronin noted her concern on Policy 1222 Naming of Facilities, "I feel like we should probably stay consistent with the other part of that policy and at least require 10% for the naming rights."

Bryan Smith made the motion to approve the above policies for second reading. Wade Hyde seconded the motion, which passed 5-1.

Stephanie DeFilippis – Yes  
Bryan Smith – Yes  
Tiffani Summers - Yes  
Karen Cronin - No  
Wade Hyde - Yes  
Julie Taylor - Yes

### **Board Discussion Items**

#### Review of Policies

1034 Board of Education Code of Conduct  
1035 Board Member Ethics  
1036 Conflict of Interest (and complete Conflict of Interest Form)

Reminder was given to Board Members to review these policies and to complete the Conflict of Interest form.

#### USBA Conference Report

Tiffani Summers shared that she found the breakout sessions informative and efficient.

Julie Taylor attended an AI breakout session. She suggested that we could use AI to help write Board policies that are easier to understand.

Karen Cronin shared that she attended a session put on by Jordan School District. She stated, "In the breakout about making sure that we're using the funds as best that we can and specifically with facilities, one of the things that Jordan School District brought up is that they have acquired an old Kmart or Walmart facility and how that helped them be able to put some of their Special Ed and different things like that and that it went over really well in the community because they were able to show that they are not always needing something new and shiny. That's something that we could probably look at, especially, since we still have Foothill school and maybe looking at reutilizing that for a different purpose.

"They have 240 portables and they said they didn't think that was necessarily a bad thing because some years some of their elementaries need them and the next year another elementary. Rather than building space in all of them because of the fluctuation in numbers, portables can help them."

Stephanie DeFilippis attended a session on re-energizing our stakeholders and communicating our core values.

Hotline Training Requirement

Superintendent Carlsen shared that the hotline training requirements have been shared with the Board via email. Board Members are responsible for completing the training that USBE has provided.

**Consent Calendar**

Karen Cronin moved to accept the consent items. The motion was seconded by Bryan Smith and passed on a unanimous vote.

Stephanie DeFilippis – Yes  
Bryan Smith – Yes  
Tiffani Summers - Yes  
Karen Cronin - Yes  
Wade Hyde - Yes  
Julie Taylor - Yes

The Consent Calendar included the following items:

Approval of the minutes of the work session and regular meetings of December 10, 2025.

Approval of claims numbered 55932 – 55637, 2121025, 5121025, 8121925, 9120125, 9122025, 101577 – 101591, 1107302 – 1107386, 351 – 448, 16800636 – 16800638, 30403243 – 30403262, 30803880 – 30803891, 40403517 – 40403530, 40804902 – 40804910, 70415933 - 70416033, 70815884 – 70816125, 77800634 – 77800639 and the ACH and school activity checks for the month of December 2025.

Personnel Items

As detailed in the agenda.

Clubs

As detailed in the agenda

Elementary PE Budget

As Detailed in the agenda

LEA Specific Licenses

As detailed in the agenda

**Suggestions for Future Board Meetings**

Bryan Smith would like to discuss creating an AI framework and implementation in our District.

**Closed Session to Discuss Sale or Lease of Real Property**

Bryan Smith motioned to move into closed session. The motion was seconded by Karen Julie Taylor.

Stephanie DeFilippis – Yes  
Bryan Smith – Yes

Tiffani Summers - Yes  
Karen Cronin - Yes  
Wade Hyde - Yes  
Julie Taylor – Yes

Karen Cronin motioned to move out of closed session. The motion was seconded by Bryan Smith.

Stephanie DeFilippis – Yes  
Bryan Smith – Yes  
Tiffani Summers - Yes  
Karen Cronin - Yes  
Wade Hyde - Yes  
Julie Taylor – Yes

Bryan Smith motioned to move into open session to approve board action items. The motion was seconded by Wade Hyde.

Stephanie DeFilippis – Yes  
Bryan Smith – Yes  
Tiffani Summers - Yes  
Karen Cronin - Yes  
Wade Hyde - Yes  
Julie Taylor – Yes

**Closed Session to Discuss Professional Competence of an Individual**

Karen Cronin motioned to move into closed session to discuss the professional competence of an individual. Julie Taylor seconded the motion.

Stephanie DeFilippis – Yes  
Bryan Smith – Yes  
Tiffani Summers - Yes  
Karen Cronin - Yes  
Wade Hyde - Yes  
Julie Taylor - Yes

Julie Taylor motioned to moved out of closed session. The motion was seconded by Bryan Smith.

Stephanie DeFilippis – Yes  
Bryan Smith – Yes  
Tiffani Summers - Yes  
Karen Cronin - Yes  
Wade Hyde - Yes  
Julie Taylor - Yes

**Adjournment**

With the announcement that the next meeting will be held on Wednesday, January 14, 2026 at 6:30 p.m. at the Independent Life Skills Center, President Tiffani Summers adjourned the meeting at 11:53 p.m.

APPROVED: \_\_\_\_\_

ATTESTED: \_\_\_\_\_  
School Business Administrator  
Box Elder School District

\_\_\_\_\_  
President, Board of Education

TENTATIVE MINUTES OF A REGULAR MEETING  
OF THE BOARD OF EDUCATION  
BOX ELDER SCHOOL DISTRICT

Tentative minutes of a Regular Meeting of the Board of Education, Box Elder School District, held Wednesday evening February 4, 2026, at 6:00 p.m. at the Independent Life Skills Center, 960 S Main St, Brigham City, Utah.

Those in attendance at the meeting included Board President Tiffani Summers, Vice President Danielle Wright, Members Bryan Smith, Julie Taylor, Karen Cronin, Wade Hyde and Stephanie DeFilippis. Also present were Superintendent Steven Carlsen.

President Summers welcomed those in attendance.

**Closed Session to Discuss Character or Professional Competence of an Individual**

Bryan Smith motioned to move into closed session to discuss the character or professional competence of an individual. Karen Cronin seconded the motion.

Stephanie DeFilippis – Yes  
Bryan Smith – Yes  
Tiffani Summers - Yes  
Karen Cronin - Yes  
Wade Hyde - Yes  
Julie Taylor - Yes

Julie Taylor motioned to moved out of closed session. The motion was seconded by Stephanie DeFilippis.

Stephanie DeFilippis – Yes  
Bryan Smith – Yes  
Tiffani Summers - Yes  
Karen Cronin - Yes  
Wade Hyde - Yes  
Julie Taylor - Yes

**Adjournment**

With the announcement that the next meeting will be held on Wednesday, February 11, 2026 at 6:30 p.m. at the Independent Life Skills Center, President Tiffani Summers adjourned the meeting at 8:55 p.m.

APPROVED: \_\_\_\_\_

ATTESTED: \_\_\_\_\_  
School Business Administrator  
Box Elder School District

\_\_\_\_\_  
President, Board of Education

Check Register Summary

Batch Year: 26 Bank: All Date Range: 01/01/2026 - 01/31/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00055444	CV	01/08/2026	42064	JENNIE MONSEN-HANSEN	-29.92
01	00055638	C	01/08/2026	1	ALISHA DEAKIN	272.55
01	00055639	C	01/08/2026	1	KERI MONTGOMERY	48.10
01	00055640	C	01/08/2026	25909	AMERIGAS PROPANE	1,884.19
01	00055641	C	01/08/2026	85556	BEAR RIVER HEALTH DEPARTMENT	750.00
01	00055642	C	01/08/2026	85768	BEAR RIVER SEWER DEPT	255.50
01	00055643	C	01/08/2026	45500	BOX ELDER SCHOOL DISTRICT	425.80
01	00055644	C	01/08/2026	100913	BORDER STATES INDUSTRIES, INC	7,347.43
01	00055645	C	01/08/2026	73016	CANON U.S.A., INC	3,865.48
01	00055646	C	01/08/2026	890740	CENTURYLINK	396.18
01	00055647	C	01/08/2026	107994	CERTIFIED SHRED	141.00
01	00055648	C	01/08/2026	819370	CLASSICAL STRINGS / G WILHELMSSEN	934.70
01	00055649	C	01/08/2026	104223	CODALE ELECTRIC	835.64
01	00055650	C	01/08/2026	110789	CORE BUSINESS TECHNOLOGIES (SIP)	39.95
01	00055651	C	01/08/2026	203737	EAST GROUSE CREEK WATER	675.00
01	00055652	C	01/08/2026	71668	CHELSEA ESCALANTE	282.24
01	00055653	C	01/08/2026	304217	GARLAND CITY	1,295.03
01	00055654	C	01/08/2026	324430	GRAYBAR ELECTRIC COMPANY INC	1,965.29
01	00055655	C	01/08/2026	327480	GREER'S HARDWARE	29.34
01	00055656	C	01/08/2026	76694	SUNSHINE HARRISON	226.80
01	00055657	C	01/08/2026	111125	IML SECURITY SUPPLY	16,357.60
01	00055658	C	01/08/2026	107389	INTERMOUNTAIN WORKMED-N OGDEN	856.00
01	00055659	C	01/08/2026	63142	SHAWN JENSEN	154.95
01	00055660	C	01/08/2026	62006	JENSON REFRIGERATION INC	723.10
01	00055661	C	01/08/2026	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	16,730.97
01	00055662	C	01/08/2026	109818	VALYNN KUNZLER	785.23
01	00055663	C	01/08/2026	75132	LECTICON, INC	549.45
01	00055664	C	01/08/2026	58246	LINDE GAS & EQUIPMENT INC	3,019.06
01	00055665	C	01/08/2026	29858	MOUNTAINLAND SUPPLY COMPANY	11,239.05
01	00055666	C	01/08/2026	4960	OLD GRIST MILL BREAD	93.05
01	00055667	C	01/08/2026	700077	PERRY CITY	265.87
01	00055668	C	01/08/2026	54640	PURCELL TIRE AND SERVICE CENTER	3,205.08
01	00055669	C	01/08/2026	77097	QBS, LLC	510.00
01	00055670	C	01/08/2026	892645	ROCKY MOUNTAIN POWER	47,964.14
01	00055671	C	01/08/2026	105185	RURAL WATER ASSOCIATION	361.00
01	00055672	C	01/08/2026	70831	S & D CARWASH MANAGEMENT LLC	215.91
01	00055673	C	01/08/2026	55913	SCHINDLER ELEVATOR CORPORATION	6,449.07
01	00055674	C	01/08/2026	110968	SKY BLUE INDUSTRIES INC	110.09
01	00055675	C	01/08/2026	10731	SMITH'S CUSTOMER CHARGES	11.96
01	00055676	C	01/08/2026	65374	SUMMIT FIRE & SECURITY LLC	9,297.30
01	00055677	C	01/08/2026	110914	SUPERIOR WATER AND AIR INC	35.95
01	00055678	C	01/08/2026	111109	TOM RANDALL DIST	3,065.40
01	00055679	C	01/08/2026	75426	TREVIPAY-WALMART	371.40
01	00055680	C	01/08/2026	18651	UTAH PUBLIC ED HUMAN RESOURCES ASSOC	75.00
01	00055681	C	01/08/2026	6904	UTAH TECH UNIVERSITY	150.00
01	00055682	C	01/08/2026	63177	VALANT MEDICAL SOLUTIONS, INC	197.63
01	00055683	C	01/08/2026	24580	VERIZON WIRELESS	4,006.87
01	00055684	C	01/08/2026	924155	WASTE MGMT OF UTAH INC	6,873.81
01	00055685	C	01/08/2026	924370	WATKINS PRINTING	248.41
01	00055686	C	01/08/2026	941217	WILLARD CITY CORP	205.81
01	00055687	C	01/08/2026	101693	BONNIE YOUNG	25.54
01	00055688	C	01/08/2026	38032	AMAZON CAPITAL SERVICES INC	5,351.59
01	00055689	C	01/08/2026	113116	BRYSON SALES & SERVICE	286,568.00
01	00055690	C	01/08/2026	230	CAROLINA BIOLOGICAL	617.64
01	00055691	C	01/08/2026	164255	CUMMINS ROCKY MOUNTAIN LLC	1,680.00
01	00055692	C	01/08/2026	62235	DEX IMAGING LLC	1,709.64
01	00055693	C	01/08/2026	49956	EDUCATION LOGISTICS, INC	571.61
01	00055694	C	01/08/2026	58475	EMS LINQ, INC	2,832.52
01	00055695	C	01/08/2026	109704	FOLLETT SCHOOL SOLUTIONS	466.65
01	00055696	C	01/08/2026	110014	INTERNATIONAL GREENHOUSE CO	8,519.53
01	00055697	C	01/08/2026	111769	H&H DOORS	2,070.00
01	00055698	C	01/08/2026	386370	HYKO SUPPLY CO	2,725.09

Check Register Summary

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00055699	C	01/08/2026	102697	INTERCONNECT SERVICES INC	26,425.74
01	00055700	C	01/08/2026	1791	INTERSTATE ALL BATTERIES CENTER	108.70
01	00055701	C	01/08/2026	586159	MOUNTAIN STATE TEXTBOOK DEP	3,040.50
01	00055702	C	01/08/2026	633340	OFFICE DEPOT	3,837.15
01	00055703	C	01/08/2026	699420	PERMA BOUND BOOKS	26.06
01	00055704	C	01/08/2026	157371	STAPLES	1,195.91
01	00055705	C	01/08/2026	74144	TEKNOLOGIA, LLC	6,125.22
01	00055706	C	01/08/2026	75213	THE PARTRIDGE GROUP	750.00
01	00055707	C	01/08/2026	32026	UTAH SCIENCE TEACHERS ASSOCIATION	140.00
01	00055708	C	01/08/2026	110040	WALL 2 WALL	1,923.00
01	00055709	C	01/08/2026	26468	WPS UNLOCKING POTENTIAL	793.10
01	00055710	C	01/15/2026	1	HEATHER HILMANOWSKI	30.00
01	00055711	C	01/15/2026	1	KIRA GOSS	336.95
01	00055712	C	01/15/2026	1	TAYLOR EVANS	240.30
01	00055713	C	01/15/2026	6617	ACME WATER CO	120.00
01	00055714	C	01/15/2026	812477	ALSCO/AMERICAN LINEN	1,482.51
01	00055715	C	01/15/2026	4260	BCI / UTAH BUREAU OF CRIMINAL IDENTIF	1,890.00
01	00055716	C	01/15/2026	108217	BRIGHAM CITY CORPORATION	53,421.85
01	00055717	C	01/15/2026	113116	BRYSON SALES & SERVICE	12,265.17
01	00055718	C	01/15/2026	40363	CIO MEDICAL SERVICES	744.00
01	00055719	C	01/15/2026	162470	CRUS OIL INC	1,219.35
01	00055720	C	01/15/2026	14958	CULLIGAN	177.40
01	00055721	C	01/15/2026	729332	ECONO WASTE INC	7,991.16
01	00055722	C	01/15/2026	110559	HARMONY HOME HEALTH LLC	3,233.14
01	00055723	C	01/15/2026	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	15,845.37
01	00055724	C	01/15/2026	489240	KENTS MARKET PL/TREMONTON	815.57
01	00055725	C	01/15/2026	57568	LANGUAGE ACCESS NETWORK LLC	29.88
01	00055726	C	01/15/2026	110561	MAXIM HEALTHCARE SERVICES INC	1,192.80
01	00055727	C	01/15/2026	111273	NUCO2 LLC	2,358.60
01	00055728	C	01/15/2026	49859	JACKSON GROUP PETERBILT, INC.	19,826.31
01	00055729	C	01/15/2026	690789	PARK VALLEY SCHOOL	61.20
01	00055730	C	01/15/2026	35270	QUADIENT, INC	330.00
01	00055731	C	01/15/2026	732367	RAFT RIVER RURAL	1,930.46
01	00055732	C	01/15/2026	802087	SNOWVILLE WATERWORKS INC	37.00
01	00055733	C	01/15/2026	804830	SOUTHERN UTAH UNIVERSITY	100.00
01	00055734	C	01/15/2026	110914	SUPERIOR WATER AND AIR INC	60.00
01	00055735	C	01/15/2026	109356	TRANSPORT DIESEL INC	177.21
01	00055736	C	01/15/2026	41050	UCASE	250.00
01	00055737	C	01/15/2026	999009	UTAH RETIREMENT SYSTEMS	64.45
01	00055738	C	01/15/2026	34622	UTAH STATE BOARD OF EDUCATION / USBE	109,947.88
01	00055739	C	01/15/2026	892916	DGO FUEL NETWORK TEAM	31,983.04
01	00055740	C	01/15/2026	891181	LB 410027	4,220.81
01	00055741	C	01/15/2026	891181	UTAH STATE UNIVERSITY	800.00
01	00055742	C	01/15/2026	76414	4 ALL PROMOS	1,834.33
01	00055743	C	01/15/2026	76678	ADVANTIDGE	1,209.08
01	00055744	C	01/15/2026	38032	AMAZON CAPITAL SERVICES INC	7,053.98
01	00055745	C	01/15/2026	70416	BRAND-CO CUSTOM APPAREL LLC	1,065.50
01	00055746	C	01/15/2026	861085	TVS PRO	10,609.57
01	00055747	C	01/15/2026	180241	DEMCO INC	410.67
01	00055748	C	01/15/2026	62235	DEX IMAGING LLC	2,523.26
01	00055749	C	01/15/2026	75914	DO IT TENNIS	8,874.00
01	00055750	C	01/15/2026	72656	PNC BANK	97.12
01	00055751	C	01/15/2026	109704	FOLLETT SCHOOL SOLUTIONS	117.75
01	00055752	C	01/15/2026	111769	H&H DOORS	2,070.00
01	00055753	C	01/15/2026	386370	HYKO SUPPLY CO	252.17
01	00055754	C	01/15/2026	100522	INTERMOUNTAIN FARMERS ASSOC / IFA	358.80
01	00055755	C	01/15/2026	543010	MADDOX COMPRESSOR INC	1,893.09
01	00055756	C	01/15/2026	699420	PERMA BOUND BOOKS	45.25
01	00055757	C	01/15/2026	35955	PROMO PLUS	1,395.00
01	00055758	C	01/15/2026	76600	RESOLUT GROUP	4,000.00
01	00055759	C	01/15/2026	109721	RMT EQUIPMENT	3,159.50
01	00055760	C	01/15/2026	74144	TEKNOLOGIA, LLC	1,931.63

Check Register Summary

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00055761	C	01/15/2026	57940	TURF EQUIPMENT & ARGONOMICS, LLC	1,176.76
01	00055762	C	01/15/2026	866716	UCI ACCOUNTS RECEIVABLE	12,198.00
01	00055763	C	01/22/2026	1	GINA THOMAS	193.76
01	00055764	C	01/22/2026	1724	ACE HARDWARE TREMONTON	23.99
01	00055765	C	01/22/2026	69140	ATC AUTO GLASS	3,857.45
01	00055766	C	01/22/2026	77186	AVALON	210.00
01	00055767	C	01/22/2026	77232	MAKAYLA BARTON	78.28
01	00055768	C	01/22/2026	70416	BRAND-CO CUSTOM APPAREL LLC	246.44
01	00055769	C	01/22/2026	77240	TIFFANY BRIEL	12.32
01	00055770	C	01/22/2026	73016	CANON U.S.A., INC	2,418.79
01	00055771	C	01/22/2026	890740	CENTURYLINK	396.00
01	00055772	C	01/22/2026	158220	COVER UP	686.25
01	00055773	C	01/22/2026	5720	KAREN CRONIN	74.80
01	00055774	C	01/22/2026	46450	STEPHANIE DEFILIPPIS	78.28
01	00055775	C	01/22/2026	62235	DEX IMAGING LLC	90.00
01	00055776	C	01/22/2026	64084	ALDER EDUCATION LAW	1,500.00
01	00055777	C	01/22/2026	111769	H&H DOORS	270.00
01	00055778	C	01/22/2026	385620	WADE H HYDE	19.52
01	00055779	C	01/22/2026	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	15,458.84
01	00055780	C	01/22/2026	543168	MADDOX RANCH HOUSE	642.12
01	00055781	C	01/22/2026	104992	PRINT SHOP	45.36
01	00055782	C	01/22/2026	892645	ROCKY MOUNTAIN POWER	38,703.22
01	00055783	C	01/22/2026	60020	RON KELLER TIRE INC	544.09
01	00055784	C	01/22/2026	762360	RUPP WASTE CONTAINERS INC	309.04
01	00055785	C	01/22/2026	77259	SMART SIGHTS, LLC	2,900.00
01	00055786	C	01/22/2026	109260	BRYAN SMITH	78.28
01	00055787	C	01/22/2026	32549	TIFFANI SUMMERS	19.52
01	00055788	C	01/22/2026	65374	SUMMIT FIRE & SECURITY LLC	296.79
01	00055789	C	01/22/2026	40517	JULIE TAYLOR	78.28
01	00055790	C	01/22/2026	852617	TREMONTON CITY CORP	665.82
01	00055791	C	01/22/2026	1457	U S POSTMASTER	198.00
01	00055792	C	01/22/2026	511570	UTAH LABOR COMMISSION DIVISION OF	108.00
01	00055793	C	01/22/2026	892964	UTAH STATE TAX COMMISSION	1,058.80
01	00055794	C	01/22/2026	38032	AMAZON CAPITAL SERVICES INC	11,925.82
01	00055795	C	01/22/2026	31658	BSN SPORTS	623.82
01	00055796	C	01/22/2026	73016	CANON U.S.A., INC	20,314.00
01	00055797	C	01/22/2026	109704	FOLLETT SCHOOL SOLUTIONS	262.67
01	00055798	C	01/22/2026	386370	HYKO SUPPLY CO	2,634.12
01	00055799	C	01/22/2026	102697	INTERCONNECT SERVICES INC	39,651.63
01	0005800	C	01/22/2026	75205	NJRA ARCHITECTS, INC	1,136,246.23
01	0005801	C	01/22/2026	633340	OFFICE DEPOT	460.40
01	0005802	C	01/22/2026	699420	PERMA BOUND BOOKS	78.86
01	0005803	C	01/22/2026	110873	SOLUTION TREE	3,040.00
01	0005804	C	01/22/2026	157371	STAPLES	2,291.34
01	0005805	C	01/22/2026	820521	STYLISH FABRICS/BERNINA	7,194.00
01	0005806	C	01/22/2026	310	VIRCO INC	6,087.40
01	0005807	C	01/26/2026	24580	VERIZON WIRELESS	4,835.52
01	0005808	C	01/27/2026	72737	AMERITAS LIFE INSURANCE CORP	3,736.98
01	0005809	C	01/27/2026	999027	B E SCHOOL BOARD FUND	70.00
01	0005810	C	01/27/2026	999024	BOSTON MUTUAL LIFE INS CO - W	406.36
01	0005811	C	01/27/2026	999055	BOX ELDER FOUNDATION	138.00
01	0005812	C	01/27/2026	999023	BOX ELDER SCHOOL DISTRICT	100.00
01	0005813	C	01/27/2026	999033	BUREAU CHILD SUPPORT SERV	3,273.00
01	0005814	C	01/27/2026	999021	ELEVATE CREDIT UNION	6,600.00
01	0005815	C	01/27/2026	999019	EMI HEALTH	390.27
01	0005816	C	01/27/2026	75531	EMI HEALTH	35,899.30
01	0005817	C	01/27/2026	999017	GLOBE LIFE INSURANCE CO	69.12
01	0005818	C	01/27/2026	999035	HORACE MANN INSURANCE COMPANY	30,058.90
01	0005819	C	01/27/2026	51080	IDAHO DIV OF MANAGEMENT/CHILD SUPPORT	461.00
01	0005820	C	01/27/2026	999111	MEADE RECOVERY SERVICES LLC	1,021.33
01	0005821	C	01/27/2026	999084	NATIONAL BENEFITS SERVICES LLC	8,265.00
01	0005822	C	01/27/2026	999081	NATIONAL BENEFITS SERVICES LLC	8,601.01

Check Register Summary

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00055823	C	01/27/2026	16217	OLSON SHANER	1,061.92
01	00055824	C	01/27/2026	999079	PEHP	880,930.80
01	00055825	C	01/27/2026	999032	PRE-PAID LEGAL SERVICES	1,234.20
01	00055826	C	01/27/2026	68560	PRIMUS LAW PC	289.46
01	00055827	C	01/27/2026	999018	THE HARTFORD	27,934.10
01	00055828	C	01/27/2026	48119	TITANIUM FUNDS	630.33
01	00055829	C	01/27/2026	999012	UESP	200.00
01	00055830	C	01/27/2026	999007	UTAH EDUCATION ASSOCIATION	3,746.36
01	00055831	C	01/27/2026	999025	UTAH SCHOOL EMPLOYEES ASSOCIATION	6,096.20
01	00055832	C	01/27/2026	999004	UTAH STATE TAX COMMISSION	58.41
01	00055833	C	01/27/2026	999003	UTAH STATE TAX COMMISSION	252,643.23
01	00055834	C	01/27/2026	71110	VOYA FINANCIAL	9,375.36
01	00055835	C	01/29/2026	1	KASEY DODGEN	100.00
01	00055836	C	01/29/2026	36784	AMERICAN RED CROSS	470.00
01	00055837	C	01/29/2026	69140	ATC AUTO GLASS	970.00
01	00055838	C	01/29/2026	100913	BORDER STATES INDUSTRIES, INC	780.67
01	00055839	C	01/29/2026	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	240.00
01	00055840	C	01/29/2026	24236	BRODY CHEMICAL	185.93
01	00055841	C	01/29/2026	73016	CANON U.S.A., INC	789.71
01	00055842	C	01/29/2026	107994	CERTIFIED SHRED	141.00
01	00055843	C	01/29/2026	158220	COVER UP	314.05
01	00055844	C	01/29/2026	73350	DAR'S WELDING	12.15
01	00055845	C	01/29/2026	73121	DYLAN SMITH	20.00
01	00055846	C	01/29/2026	329727	GROUSE CREEK SOLID WASTE	390.00
01	00055847	C	01/29/2026	49026	IVY LANE PEDATRICS	25,951.09
01	00055848	C	01/29/2026	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	12,327.36
01	00055849	C	01/29/2026	77348	JUSTIN D BARKER, PSYD, PLLC	1,100.00
01	00055850	C	01/29/2026	45934	KUNZLER CATERING	30.00
01	00055851	C	01/29/2026	4960	OLD GRIST MILL BREAD	1,163.69
01	00055852	C	01/29/2026	35270	CMRS-POC	3,000.00
01	00055853	C	01/29/2026	60348	DAVID ROBERTS	68.45
01	00055854	C	01/29/2026	892645	ROCKY MOUNTAIN POWER	10,214.88
01	00055855	C	01/29/2026	110968	SKY BLUE INDUSTRIES INC	110.09
01	00055856	C	01/29/2026	111077	UTAH HEALTH INFORMATION NETWORK, INC	1,900.00
01	00055857	C	01/29/2026	55034	UTAH PARENT CENTER, INC	3,530.12
01	00055858	C	01/29/2026	34622	UTAH STATE BOARD OF EDUCATION / USBE	147,444.00
01	00055859	C	01/29/2026	63177	VALANT MEDICAL SOLUTIONS, INC	197.63
01	00055860	C	01/29/2026	40223	MARGARET SAM YATES	1,272.00
01	00055861	C	01/29/2026	17558	ACADIENCE LEARNING INC	233.00
01	00055862	C	01/29/2026	38032	AMAZON CAPITAL SERVICES INC	7,168.38
01	00055863	C	01/29/2026	158220	COVER UP	227.07
01	00055864	C	01/29/2026	180241	DEMCO INC	195.25
01	00055865	C	01/29/2026	62235	DEX IMAGING LLC	1,451.35
01	00055866	C	01/29/2026	2941	EASY WAY SAFETY SERVICES INC	630.00
01	00055867	C	01/29/2026	212299	EDUTEK CORPORATION	928.62
01	00055868	C	01/29/2026	109704	FOLLETT SCHOOL SOLUTIONS	135.22
01	00055869	C	01/29/2026	53937	GENERATION GENIUS, INC	1,395.00
01	00055870	C	01/29/2026	4502	HIGH COUNTRY TECHNOLOGY CONSULTANTS	264.00
01	00055871	C	01/29/2026	73849	HOWARD TECHNOLOGY SOLUTIONS	462.00
01	00055872	C	01/29/2026	386370	HYKO SUPPLY CO	4,060.43
01	00055873	C	01/29/2026	77194	JENSEN AUTO SERVICE, LLC	1,176.35
01	00055874	C	01/29/2026	45560	LAKESHORE LEARNING MATERIALS	963.48
01	00055875	C	01/29/2026	11894	LIBRARY STORE	454.61
01	00055876	C	01/29/2026	40509	LIGHTSPEED TECHNOLOGIES	1,397.00
01	00055877	C	01/29/2026	111637	OASIS STAGE WERKS	12,926.25
01	00055878	C	01/29/2026	633340	OFFICE DEPOT	1,458.06
01	00055879	C	01/29/2026	111379	REALITYWORKS	2,553.75
01	00055880	C	01/29/2026	157371	STAPLES	1,216.75
01	00055881	C	01/29/2026	891133	UTAH/YAMAS CONTROLS INC	10,955.00
01	00055882	C	01/29/2026	16535	VEX ROBOTICS	767.81
01	02011326	M	01/13/2026	109177	UTAH DEPARTMENT OF WORKFORCE SERVICES	5,756.99
01	05011226	M	01/12/2026	888540	US BANK	119,653.28

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	07013026	M	01/27/2026	999070	HEALTH EQUITY INC	162,428.85
01	08013026	M	01/27/2026	999005	UTAH STATE RETIREMENT FUND	1,640,142.66
01	09012026	M	01/27/2026	999140	BANK OF UTAH	154,584.71
01	09013026	M	01/27/2026	999140	BANK OF UTAH	1,395,581.22
<b>Total Bank: 01</b>						<b>\$7,180,818.92</b>
02	00101592	C	01/08/2026	38032	AMAZON CAPITAL SERVICES INC	632.93
02	00101593	C	01/08/2026	104338	BOX ELDER HIGH SCHOOL	1,350.00
02	00101594	C	01/08/2026	76759	DARREN PARRY	210.00
02	00101595	C	01/15/2026	14575	AIRMOTIVE SERVICE	1,064.00
02	00101596	C	01/15/2026	38032	AMAZON CAPITAL SERVICES INC	696.17
02	00101597	C	01/15/2026	85738	BEAR RIVER HIGH SCHOOL	10,000.00
02	00101598	C	01/22/2026	38032	AMAZON CAPITAL SERVICES INC	346.28
02	00101599	C	01/22/2026	230	CAROLINA BIOLOGICAL	633.96
02	00101600	C	01/22/2026	10804	MUSIC THEATRE INTERNATIONAL	495.00
02	00101601	C	01/22/2026	612068	NORTH PARK SCHOOL	419.39
02	00101602	C	01/22/2026	105282	KELLI ANN ROSE	548.71
02	00101603	C	01/22/2026	103604	SCHOLASTIC MAGAZINES	57.75
02	00101604	C	01/29/2026	186330	DISCOVERY SCHOOL	292.56
02	00101605	C	01/29/2026	281678	FIELDING SCHOOL	372.78
02	00101606	C	01/30/2026	104321	BOX ELDER SCHOOL DISTRICT	985.63
<b>Total Bank: 02</b>						<b>\$18,105.16</b>
11	01107387	A	01/08/2026	29785	HENRY BAKER	60.00
11	01107388	A	01/08/2026	73369	MACLANE BALLARD	739.20
11	01107389	A	01/08/2026	48011	GAILE BINGHAM	193.00
11	01107390	A	01/08/2026	60933	MICHAEL BIRD	59.00
11	01107391	A	01/08/2026	107376	KAYLENE BOND	52.60
11	01107392	A	01/08/2026	18384	CRISTINA BRADSHAW	108.20
11	01107393	A	01/08/2026	102177	BRADY INDUSTRIES LLC	353.79
11	01107394	A	01/08/2026	44342	MICHELLE BREIDER	145.20
11	01107395	A	01/08/2026	70939	CAMFIL USA, INC	2,447.88
11	01107396	A	01/08/2026	77089	KENDAL CAPELL	47.00
11	01107397	A	01/08/2026	106437	CARSON ELEVATOR CO INC	352.47
11	01107398	A	01/08/2026	31380	JOSE M CEDILLO	224.00
11	01107399	A	01/08/2026	53473	CHARLIE'S PRODUCE	6,686.58
11	01107400	A	01/08/2026	110973	KIM CHRISTENSEN	7.00
11	01107401	A	01/08/2026	20338	ROXANN CHRISTENSEN	21.95
11	01107402	A	01/08/2026	4090	MARY CLARK	118.00
11	01107403	A	01/08/2026	75698	MACKENZI CLAWSON	32.40
11	01107404	A	01/08/2026	103095	KISHA C COLLOM	25.20
11	01107405	A	01/08/2026	107656	DWA CONSTRUCTION INC	508,789.02
11	01107406	A	01/08/2026	32263	TIFFANY EDDINGTON	757.51
11	01107407	A	01/08/2026	66265	CURTIS EGBERT	59.00
11	01107408	A	01/08/2026	728870	ENBRIDGE GAS UTAH	3,113.72
11	01107409	A	01/08/2026	75272	ESS WEST, LLC	48,837.98
11	01107410	A	01/08/2026	106815	MAILEE FORREST	36.00
11	01107411	A	01/08/2026	67407	MALISSA FREEZE	191.52
11	01107412	A	01/08/2026	108590	CINDY GIBBS	39.60
11	01107413	A	01/08/2026	77062	AMIE GILL	13.16
11	01107414	A	01/08/2026	22837	CHASE GODDARD	175.00
11	01107415	A	01/08/2026	46116	ROBERT GORDON	272.00
11	01107416	A	01/08/2026	76511	ASHLEE HANCOCK	239.28
11	01107417	A	01/08/2026	56480	ANDRIA HANSEN	72.20
11	01107418	A	01/08/2026	27260	STEVEN C HANSEN	471.86
11	01107419	A	01/08/2026	72850	KANONI HARRIS	47.00
11	01107420	A	01/08/2026	110942	KIP A HEINER	234.00
11	01107421	A	01/08/2026	40320	JACINDA HEYDER	61.20
11	01107422	A	01/08/2026	68144	MELISSA HISLOP	28.62
11	01107423	A	01/08/2026	26760	NICHOLE HOWARD	52.08
11	01107424	A	01/08/2026	76686	ERIKIA HUGHES	25.76
11	01107425	A	01/08/2026	110864	JEFF HUNT	72.20
11	01107426	A	01/08/2026	77070	HANNAH JACOBSON	36.00
11	01107427	A	01/08/2026	67644	MICHELLE JENSEN	763.50

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
11	01107428	A	01/08/2026	56669	SHEA L JENSEN	38.20
11	01107429	A	01/08/2026	76139	SYLVIA JEPPISEN	38.20
11	01107430	A	01/08/2026	43346	JOHN JOHNSON	39.60
11	01107431	A	01/08/2026	68640	BRIANNA JONES	32.40
11	01107432	A	01/08/2026	35092	MELISSA JONES	520.80
11	01107433	A	01/08/2026	35289	NELDON KAPP	39.60
11	01107434	A	01/08/2026	493170	STEVEN G KIMBER	39.60
11	01107435	A	01/08/2026	76236	PENNY LARSON	303.03
11	01107436	A	01/08/2026	21610	STEVE LEGGETT	39.60
11	01107437	A	01/08/2026	72842	MONTANAELA LOFTISS	230.00
11	01107438	A	01/08/2026	72486	CORY LOPEZ	25.20
11	01107439	A	01/08/2026	40312	SHAILA MCCLURE	40.00
11	01107440	A	01/08/2026	67075	RACHEL MCCULLOUGH	49.00
11	01107441	A	01/08/2026	76198	ABIGAIL MERRILL	228.48
11	01107442	A	01/08/2026	42064	JENNIE MONSEN-HANSEN	56.32
11	01107443	A	01/08/2026	43982	MIKE MOORE	453.60
11	01107444	A	01/08/2026	25640	RAMONA MORA	25.20
11	01107445	A	01/08/2026	20079	MEGAN MORRIS	775.15
11	01107446	A	01/08/2026	56103	KARA MORRISS	189.00
11	01107447	A	01/08/2026	67032	GARY MORTENSEN	70.00
11	01107448	A	01/08/2026	21962	MARK NELSON	143.20
11	01107449	A	01/08/2026	69418	SHANE PAGE	39.60
11	01107450	A	01/08/2026	44903	HAYLEY PHELPS-CHOURNOS	72.02
11	01107451	A	01/08/2026	69043	KENNETH PHILLIPS	39.60
11	01107452	A	01/08/2026	71439	PILOT THOMAS LOGISTICS, LLC	18,338.99
11	01107453	A	01/08/2026	112077	BOB PROFAIZER	25.20
11	01107454	A	01/08/2026	55930	MCKELLEN RADER	38.20
11	01107455	A	01/08/2026	110879	DEBORAH RICHARDS	39.60
11	01107456	A	01/08/2026	77020	EMILY RICHARDSON	167.56
11	01107457	A	01/08/2026	58858	ANNA SHERMAN	47.00
11	01107458	A	01/08/2026	803050	SHI INTERNATIONAL CORP	94,742.01
11	01107459	A	01/08/2026	69876	MARTIN SOHOLT	34.20
11	01107460	A	01/08/2026	102033	SCOTT STAHELI	83.00
11	01107461	A	01/08/2026	16900	LAURA STEFFENHAGEN	39.60
11	01107462	A	01/08/2026	54976	BRIAN STOERING	39.60
11	01107463	A	01/08/2026	61867	XIAOXIAO TANG	62.06
11	01107464	A	01/08/2026	76147	BROOKLYN TIMBIMBOO	201.04
11	01107465	A	01/08/2026	852290	SANDIE TRAPP	132.20
11	01107466	A	01/08/2026	922060	CALVIN K WARD	25.20
11	01107467	A	01/08/2026	28150	KARIE WEAVER	75.60
11	01107468	A	01/08/2026	40002	MAURY WHEATLEY	25.20
11	01107469	A	01/08/2026	76848	MARIAH WILKINS	25.20
11	01107470	A	01/08/2026	69442	TRINA WINNINGHAM	238.00
11	01107471	A	01/15/2026	101520	BELL JANITORIAL	339.70
11	01107472	A	01/15/2026	70343	BLUUM USA, INC	7,784.58
11	01107473	A	01/15/2026	25844	KIMBERLY BOTT	186.00
11	01107474	A	01/15/2026	102177	BRADY INDUSTRIES OF UTAH, LLC	8,470.76
11	01107475	A	01/15/2026	134250	CEM SALES & SERVICE	104.77
11	01107476	A	01/15/2026	53473	CHARLIE'S PRODUCE	6,317.23
11	01107477	A	01/15/2026	728870	ENBRIDGE GAS UTAH	89,025.60
11	01107478	A	01/15/2026	8400	COERINA FIFE	186.00
11	01107479	A	01/15/2026	61530	INTELEPEER CLOUD COMMUNICATIONS, LLC	5,965.04
11	01107480	A	01/15/2026	62081	NICOLE HESS VINYL	31.00
11	01107481	A	01/15/2026	68802	ABBY OBLOCK	105.84
11	01107482	A	01/15/2026	12688	SYSCO	179,458.86
11	01107483	A	01/22/2026	74713	KELSIE ARBON	29.23
11	01107484	A	01/22/2026	104132	BEAZER LOCK & KEY	635.94
11	01107485	A	01/22/2026	102177	BRADY INDUSTRIES OF UTAH, LLC	4,884.63
11	01107486	A	01/22/2026	75116	KORTNEY BRUNER	259.84
11	01107487	A	01/22/2026	105981	KRISTI N CAPENER	543.20
11	01107488	A	01/22/2026	37192	STEVE CARLSEN	11.00
11	01107489	A	01/22/2026	134250	CEM SALES & SERVICE	227.20

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
11	01107490	A	01/22/2026	53473	CHARLIE'S PRODUCE	2,306.69
11	01107491	A	01/22/2026	75272	ESS WEST, LLC	55,705.34
11	01107492	A	01/22/2026	61476	HEATHER GODFREY	105.84
11	01107493	A	01/22/2026	322776	GRAINGERS INC	15.44
11	01107494	A	01/22/2026	10154	TERYL JEFFS	88.93
11	01107495	A	01/22/2026	46698	BOBBI JEPPESEN	31.58
11	01107496	A	01/22/2026	75051	TALEASE JONES	183.90
11	01107497	A	01/22/2026	108289	DAVID LEE	294.56
11	01107498	A	01/22/2026	39896	TYRELL NEAL	363.44
11	01107499	A	01/22/2026	68160	TRACY ODELL	116.03
11	01107500	A	01/22/2026	56006	BRITNI ROBERTS	120.85
11	01107501	A	01/22/2026	74136	NEIL STEVENS	11.00
11	01107502	A	01/22/2026	74284	THATCHER COMPANY, INC.	2,030.88
11	01107503	A	01/22/2026	39438	TURNITIN LLC	19,612.10
11	01107504	A	01/22/2026	62510	JESSICA WAITE	108.08
11	01107505	A	01/22/2026	68578	RACHEL WILLIAMS	48.72
11	01107506	A	01/29/2026	8648	JACOB BALLS	122.00
11	01107507	A	01/29/2026	102177	BRADY INDUSTRIES OF UTAH, LLC	5,227.25
11	01107508	A	01/29/2026	70939	CAMFIL USA, INC	1,284.12
11	01107509	A	01/29/2026	66958	CDW GOVERNMENT, LLC	700.00
11	01107510	A	01/29/2026	53473	CHARLIE'S PRODUCE	6,092.36
11	01107511	A	01/29/2026	66079	JILL DALLON	184.44
11	01107512	A	01/29/2026	107656	DWA CONSTRUCTION INC	74,530.37
11	01107513	A	01/29/2026	22438	ELIZABETH ELLIS	23.52
11	01107514	A	01/29/2026	75272	ESS WEST, LLC	50,657.98
11	01107515	A	01/29/2026	507075	KELLIE KUNZLER	15.00
11	01107516	A	01/29/2026	543010	MADDOX COMPRESSOR INC	95.00
11	01107517	A	01/29/2026	111457	KEITH MECHAM	122.00
11	01107518	A	01/29/2026	12858	BROOKE PERRY	122.29
11	01107519	A	01/29/2026	71439	PILOT THOMAS LOGISTICS, LLC	16,755.31
11	01107520	A	01/29/2026	108310	RANDY RASMUSSEN	122.00
11	01107521	A	01/29/2026	22276	AMANDA STOKES	109.62
11	01107522	A	01/29/2026	110408	AMY JO SUMMERS	65.00
11	01107523	A	01/29/2026	74284	THATCHER COMPANY, INC.	2,273.30
11	01107524	A	01/29/2026	105928	HEATHER YOUNG	65.00
<b>Total Bank: 11</b>						<b>\$1,238,244.90</b>
15	00000449	C	01/06/2026	45500	BOX ELDER SCHOOL DISTRICT	1,683.00
15	00000450	C	01/06/2026	64017	COPPER CANYON APPAREL	174.29
15	00000451	C	01/06/2026	71455	GARLAND ELEMENTARY PTA	51.98
15	00000451	CV	01/08/2026	71455	GARLAND ELEMENTARY PTA	-51.98
15	00000452	C	01/06/2026	769715	SAM'S CLUB BUSINESS PAYMENTS	118.20
15	00000453	C	01/06/2026	102864	WALKER CINEMAS	5,197.00
15	00000454	C	01/06/2026	38032	AMAZON CAPITAL SERVICES INC	149.35
15	00000455	C	01/13/2026	108695	AIRGAS USA LLC - CENTRAL DIVISION	41.43
15	00000456	C	01/13/2026	45500	BOX ELDER SCHOOL DISTRICT	785.88
15	00000457	C	01/13/2026	77208	JENNIFER BONE	9.86
15	00000458	C	01/13/2026	489250	KENTS MARKET PL/BRIGHAM	42.72
15	00000459	C	01/13/2026	489240	KENTS MARKET PL/TREMONTON	203.47
15	00000460	C	01/13/2026	27413	LISA PETERSON	32.29
15	00000461	C	01/13/2026	103604	SCHOLASTIC MAGAZINES	750.76
15	00000462	C	01/13/2026	38032	AMAZON CAPITAL SERVICES INC	384.66
15	00000463	C	01/21/2026	14958	CULLIGAN	139.95
15	00000464	C	01/21/2026	38032	AMAZON CAPITAL SERVICES INC	421.52
15	00000465	C	01/21/2026	633340	OFFICE DEPOT	122.33
15	00000466	C	01/27/2026	108695	AIRGAS USA LLC - CENTRAL DIVISION	1,150.90
15	00000467	C	01/27/2026	39861	LOOSE IN THE LAB INC	450.00
15	00000468	C	01/27/2026	43567	PENCIL WHOLESALE LLC	126.00
15	00000469	C	01/27/2026	111656	SCHOLASTIC BOOK FAIRS	439.46
15	00000470	C	01/27/2026	61360	ZANER-BLOSER INC	63.65
15	00000471	C	01/27/2026	38032	AMAZON CAPITAL SERVICES INC	253.30
<b>Total Bank: 15</b>						<b>\$12,740.02</b>

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
29	16800639	C	01/07/2026	38032	AMAZON CAPITAL SERVICES INC	290.49
29	16800640	C	01/08/2026	489240	KENTS MARKET PL/TREMONTON	159.50
29	16800641	C	01/22/2026	104321	BOX ELDER SCHOOL DISTRICT	144.93
<b>Total Bank: 29</b>						<b>\$594.92</b>
33	30403263	C	01/13/2026	38032	AMAZON CAPITAL SERVICES INC	703.73
33	30403264	C	01/13/2026	76872	BOCAL MAJORITY BASSOON CAMP,LLC	60.00
33	30403265	C	01/13/2026	104321	BOX ELDER SCHOOL DISTRICT	130.27
33	30403266	C	01/13/2026	77143	LESLIE CHRISTENSEN	100.00
33	30403267	C	01/13/2026	489240	KENTS MARKET PL/TREMONTON	429.29
33	30403268	C	01/13/2026	46353	HEATHER LYMAN	34.00
33	30403269	C	01/13/2026	75426	TREVIPAY-WALMART	145.10
<b>Total Bank: 33</b>						<b>\$1,602.39</b>
34	30803848	CV	01/22/2026	45500	BOX ELDER SCHOOL DISTRICT	-130.00
34	30803892	C	01/05/2026	38032	AMAZON CAPITAL SERVICES INC	93.56
34	30803893	C	01/05/2026	71242	IRON GATE CATERING	876.00
34	30803894	C	01/05/2026	109248	J W PEPPER MUSIC	83.99
34	30803895	C	01/05/2026	702688	PETTY CASH	29.90
34	30803896	C	01/05/2026	804825	SUNRISE HIGH SCHOOL	115.00
34	30803897	C	01/05/2026	75426	TREVIPAY-WALMART	109.95
34	30803898	C	01/22/2026	1	CARRISA DOMINY	20.00
34	30803899	C	01/22/2026	1	NATE THOMPSON	20.00
34	30803900	C	01/22/2026	38032	AMAZON CAPITAL SERVICES INC	55.79
34	30803901	C	01/22/2026	45500	BOX ELDER SCHOOL DISTRICT	130.00
34	30803901	CV	01/23/2026	45500	BOX ELDER SCHOOL DISTRICT	-130.00
34	30803902	C	01/22/2026	104321	BOX ELDER SCHOOL DISTRICT	762.94
34	30803903	C	01/22/2026	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	275.00
34	30803904	C	01/22/2026	109248	J W PEPPER MUSIC	68.99
34	30803905	C	01/22/2026	57223	SCHOOL CHECK IN / NAVIGATE 360	1,065.39
34	30803906	C	01/22/2026	633340	OFFICE DEPOT	181.60
34	30803907	C	01/22/2026	75426	TREVIPAY-WALMART	652.08
34	30803908	C	01/26/2026	58157	GIMKIT, INC	1,000.00
34	30803909	C	01/26/2026	71242	IRON GATE CATERING	1,752.00
34	30803910	C	01/30/2026	1	BRYAN CANNON	50.00
34	30803911	C	01/30/2026	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	120.00
34	30803912	C	01/30/2026	75426	TREVIPAY-WALMART	144.17
<b>Total Bank: 34</b>						<b>\$7,346.36</b>
35	40403531	C	01/14/2026	1724	ACE HARDWARE TREMONTON	24.29
35	40403532	C	01/14/2026	38032	AMAZON CAPITAL SERVICES INC	3,184.79
35	40403533	C	01/14/2026	327480	GREER'S HARDWARE	67.46
35	40403534	C	01/14/2026	103961	INTERMOUNTAIN WOOD PRODUCTS	1,013.55
35	40403535	C	01/14/2026	489240	KENTS MARKET PL/TREMONTON	900.15
35	40403536	C	01/14/2026	110914	SUPERIOR WATER AND AIR INC	39.95
35	40403537	C	01/14/2026	891181	USU DEPT OF MUSIC	108.00
35	40403538	C	01/20/2026	45500	BOX ELDER SCHOOL DISTRICT	78.00
35	40403539	C	01/28/2026	38032	AMAZON CAPITAL SERVICES INC	183.61
35	40403540	C	01/28/2026	45500	BOX ELDER SCHOOL DISTRICT	3,384.03
35	40403541	C	01/28/2026	1821	IXL LEARNING	232.00
35	40403542	C	01/28/2026	51837	SWEETWATER	2,162.60
35	40403543	C	01/28/2026	75426	TREVIPAY-WALMART	456.79
35	40403544	C	01/28/2026	891181	UTAH STATE UNIVERSITY	108.00
<b>Total Bank: 35</b>						<b>\$11,943.22</b>

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
36	40804911	C	01/08/2026	104338	BOX ELDER HIGH SCHOOL	100.00
36	40804912	C	01/08/2026	35955	PROMO PLUS	1,138.84
36	40804913	C	01/08/2026	75426	TREVIPAY-WALMART	207.57
36	40804914	C	01/08/2026	43311	VARSITY YEARBOOK	1,463.16
36	40804915	C	01/16/2026	1643	ALLENS CERAMICS	165.00
36	40804916	C	01/16/2026	106055	BLICK ART MATERIALS	350.57
36	40804917	C	01/16/2026	104338	BOX ELDER HIGH SCHOOL	1,761.00
36	40804918	C	01/16/2026	104321	BOX ELDER SCHOOL DISTRICT	4,290.76
36	40804919	C	01/16/2026	158220	COVER UP	2,619.34
36	40804920	C	01/16/2026	109248	J W PEPPER MUSIC	33.43
36	40804921	C	01/16/2026	51063	SHRED IT STERICYCLE, INC	110.68
36	40804922	C	01/16/2026	10731	SMITH'S CUSTOMER CHARGES	48.50
36	40804923	C	01/16/2026	863370	UASSP/UTAH ASSOCIATION OF	300.00
36	40804924	C	01/16/2026	109476	UTAH FCCLA	300.00
36	40804925	C	01/16/2026	27383	UTAH RESTAURANT ASSOCIATION	320.00
36	40804926	C	01/23/2026	104321	BOX ELDER SCHOOL DISTRICT	3,180.94
36	40804927	C	01/30/2026	10731	SMITH'S CUSTOMER CHARGES	103.39
36	40804928	C	01/30/2026	75426	TREVIPAY	780.00
36	40804929	C	01/30/2026	7609	UTAH FBLA-PBL	420.00
36	40804930	C	01/30/2026	109476	UTAH FCCLA	45.00
<b>Total Bank: 36</b>						<b>\$17,738.18</b>
37	70415945	CV	01/06/2026	6858	DIXIE HIGH SCHOOL	-850.00
37	70416034	C	01/06/2026	38032	AMAZON CAPITAL SERVICES INC	88.95
37	70416035	C	01/06/2026	104321	BOX ELDER SCHOOL DISTRICT	2,190.00
37	70416036	C	01/06/2026	31658	BSN SPORTS, LLC	13,391.11
37	70416037	C	01/06/2026	107994	CERTIFIED SHRED	112.00
37	70416038	C	01/06/2026	21032	KATIE FUHRIMAN	60.00
37	70416039	C	01/06/2026	361	INTERMOUNTAIN HEALTHCARE	7,500.00
37	70416040	C	01/06/2026	7161	MILLER GAS CO, INC	14.63
37	70416041	C	01/06/2026	67326	PIZZA PLUS OF TREMONTON	396.23
37	70416042	C	01/06/2026	77003	SAIA INC	50.00
37	70416043	C	01/06/2026	75388	SUGAR & SIPS, LLC	177.50
37	70416044	C	01/06/2026	7480	TOOELE COUNTY SCHOOL DISTRICT	200.00
37	70416045	C	01/06/2026	7536	GAME ONE	4,497.00
37	70416045	CV	01/08/2026	7536	GAME ONE	-4,497.00
37	70416046	C	01/06/2026	16535	VEX ROBOTICS	496.49
37	70416047	C	01/08/2026	1	SARA ALFONSO	30.00
37	70416048	C	01/08/2026	104338	BOX ELDER HIGH SCHOOL	530.00
37	70416049	C	01/08/2026	104321	BOX ELDER SCHOOL DISTRICT	1,945.79
37	70416050	C	01/08/2026	29637	DESERT HILLS HIGH SCHOOL/BOYS SOCCER	850.00
37	70416051	C	01/08/2026	66834	MOUNTAIN VALLEY PRINTING	727.66
37	70416052	C	01/08/2026	769715	SAM'S CLUB BUSINESS PAYMENTS	2,916.26
37	70416053	C	01/08/2026	75426	TREVIPAY-WALMART	101.63
37	70416054	C	01/08/2026	72435	TWISTED SUGAR TREMONTON	1,292.46
37	70416055	C	01/08/2026	7536	GAME ONE	4,384.36
37	70416056	C	01/08/2026	27383	UTAH RESTAURANT ASSOCIATION	20.00
37	70416057	C	01/13/2026	1724	ACE HARDWARE TREMONTON	89.44
37	70416058	C	01/13/2026	67121	TROY MECHAM	150.00
37	70416059	C	01/13/2026	72427	BEAR RIVER FLORAL	108.00
37	70416060	C	01/13/2026	45500	BOX ELDER SCHOOL DISTRICT	650.00
37	70416061	C	01/13/2026	106055	BLICK ART MATERIALS	331.78
37	70416062	C	01/13/2026	104321	BOX ELDER SCHOOL DISTRICT	13,500.00
37	70416063	C	01/13/2026	37672	EWELL EDUCATIONAL SERVICES INC	1,635.00
37	70416064	C	01/13/2026	286060	FLINN SCIENTIFIC	1,028.74
37	70416065	C	01/13/2026	327480	GREER'S HARDWARE	384.46
37	70416066	C	01/13/2026	4790	HOME DEPOT CREDIT SERVICE	2,939.43
37	70416067	C	01/13/2026	489240	KENTS MARKET PL/TREMONTON	4,035.57
37	70416068	C	01/13/2026	29084	MAKE A WISH FOUNDATION OF UTAH	4,747.31
37	70416069	C	01/13/2026	76988	JAMES PARKER	2,240.00
37	70416070	C	01/13/2026	698980	PEPSI-COLA OF OGDEN	243.70
37	70416071	C	01/13/2026	28967	ROBOTICS ED & COMPETITION FOUNDATION	110.00
37	70416072	C	01/13/2026	8303	SKY VIEW HIGH SCHOOL	450.00

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
37	70416073	C	01/13/2026	75388	SUGAR & SIPS, LLC	160.00
37	70416074	C	01/13/2026	891181	UTAH STATE UNIVERSITY	425.00
37	70416075	C	01/13/2026	16535	VEX ROBOTICS	784.02
37	70416076	C	01/15/2026	38032	AMAZON CAPITAL SERVICES INC	2,830.36
37	70416077	C	01/15/2026	68764	BEARDED LUMBERJACK, LLC	300.00
37	70416078	C	01/15/2026	31658	BSN SPORTS	8,883.96
37	70416079	C	01/15/2026	71064	CAPX, LLC	1,894.20
37	70416080	C	01/15/2026	109248	J W PEPPER MUSIC	314.99
37	70416081	C	01/15/2026	44172	NORCO INC	110.79
37	70416082	C	01/15/2026	109721	RMT EQUIPMENT	856.99
37	70416083	C	01/15/2026	28967	ROBOTICS ED & COMPETITION FOUNDATION	100.00
37	70416084	C	01/15/2026	110914	SUPERIOR WATER AND AIR INC	40.00
37	70416085	C	01/15/2026	75426	TREVIPAY-WALMART	89.02
37	70416086	C	01/15/2026	7536	GAME ONE	1,950.18
37	70416087	C	01/15/2026	18392	USA WRESTLING UTAH	1,800.00
37	70416088	C	01/15/2026	59293	UTAH COUNCIL OF TEACHERS OF ENGLISH	632.40
37	70416089	C	01/21/2026	45500	BOX ELDER SCHOOL DISTRICT	4,784.60
37	70416090	C	01/21/2026	104321	BOX ELDER SCHOOL DISTRICT	4,188.20
37	70416091	C	01/21/2026	62529	LA QUINTA CEDAR CITY	2,250.00
37	70416092	C	01/22/2026	1	Monica Roberts	50.00
37	70416093	C	01/22/2026	38032	AMAZON CAPITAL SERVICES INC	18.50
37	70416094	C	01/22/2026	40363	CIO MEDICAL SERVICES	781.00
37	70416095	C	01/22/2026	77275	GRIT LEADERSHIP FOR EDUCATIONAL ATHLETIC	772.50
37	70416096	C	01/22/2026	14460	MALAD HIGH SCHOOL	300.00
37	70416097	C	01/22/2026	66834	MOUNTAIN VALLEY PRINTING	760.75
37	70416098	C	01/22/2026	67326	PIZZA PLUS OF TREMONTON	3,674.15
37	70416099	C	01/22/2026	75388	SUGAR & SIPS, LLC	170.00
37	70416100	C	01/22/2026	61727	TAYLIE NESSEN PHOTOGRAPHY	200.00
37	70416101	C	01/22/2026	7609	UTAH FBLA-PBL	460.00
37	70416102	C	01/23/2026	38032	AMAZON CAPITAL SERVICES INC	113.53
37	70416103	C	01/23/2026	77321	BEST WESTERN PLUS HEBER VALLEY	2,647.52
37	70416103	CV	01/27/2026	77321	BEST WESTERN PLUS HEBER VALLEY	-2,647.52
37	70416104	C	01/23/2026	12033	BOB'S BODY SHOP	440.00
37	70416105	C	01/23/2026	31658	BSN SPORTS, LLC	1,095.82
37	70416106	C	01/23/2026	6742	CLARION SUITES	311.55
37	70416107	C	01/23/2026	58033	HOLIDAY INN EXPRESS OF OREM	1,247.84
37	70416108	C	01/23/2026	77330	RADISSON SALT LAKE CITY AIRPORT	3,517.51
37	70416109	C	01/23/2026	39667	SIGN GYPSIES BOX ELDER	130.00
37	70416110	C	01/23/2026	68837	TEAM UP ATHLETICS	751.58
37	70416111	C	01/23/2026	75426	TREVIPAY-WALMART	50.93
37	70416112	C	01/23/2026	7536	GAME ONE	7,029.00
37	70416113	C	01/23/2026	109476	UTAH FCCLA	225.00
37	70416114	C	01/26/2026	38032	AMAZON CAPITAL SERVICES INC	23.28
37	70416115	C	01/26/2026	77321	H&C PROPERTY MANAGEMENT, INC	2,647.52
37	70416116	C	01/26/2026	106055	BLICK ART MATERIALS	320.50
37	70416117	C	01/26/2026	123130	CACHE HIGH SCHOOL	280.00
37	70416118	C	01/26/2026	157371	STAPLES	180.59
37	70416119	C	01/26/2026	59382	TRU BY HILTON ST GEORGE	3,256.56
37	70416120	C	01/27/2026	77305	AIRBORNE ATHLETICS, INC	7,946.00
37	70416121	C	01/27/2026	38032	AMAZON CAPITAL SERVICES INC	1,005.07
37	70416122	C	01/27/2026	58033	HOLIDAY INN EXPRESS OF OREM	215.50
37	70416123	C	01/27/2026	64823	JO AND JAX LLC	78.46
37	70416124	C	01/27/2026	15164	MOUNTAIN VIEW HIGH SCHOOL	600.00
37	70416125	C	01/27/2026	28967	ROBOTICS ED & COMPETITION FOUNDATION	110.00
37	70416126	C	01/27/2026	67776	SO SIMPLY SWEET CO	385.00
37	70416127	C	01/27/2026	75388	SUGAR & SIPS, LLC	116.00
37	70416128	C	01/27/2026	7536	GAME ONE	546.00
37	70416129	C	01/27/2026	30872	UTAH VALLEY UNIVERSITY	507.00
37	70416130	C	01/27/2026	16535	VEX ROBOTICS	496.49
37	70416131	C	01/29/2026	38032	AMAZON CAPITAL SERVICES INC	793.19
37	70416132	C	01/29/2026	106055	BLICK ART MATERIALS	260.57
37	70416133	C	01/29/2026	77402	FAIRFIELD INN & SUITES OREM	1,763.89

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
37	70416134	C	01/29/2026	77402	FAIRFIELD INN & SUITES OREM	1,704.60
37	70416135	C	01/29/2026	4790	HOME DEPOT CREDIT SERVICE	303.59
37	70416136	C	01/29/2026	25453	PRIDE EMBROIDERY & SCREEN PRINTING	1,903.72
37	70416137	C	01/29/2026	103945	SKYWAY GOLF COURSE	2,546.00
37	70416138	C	01/29/2026	7536	GAME ONE	4,000.59
37	70416139	C	01/29/2026	35610	COMFORT INN OREM	1,436.64
<b>Total Bank: 37</b>						<b>\$157,189.63</b>
38	70815973	CV	01/05/2026	47007	SPINGVILLE HIGH SCHOOL	-480.00
38	70816126	C	01/06/2026	32522	BEST WESTERN PLUS PARK PLACE INN	14,678.80
38	70816127	C	01/06/2026	53457	BLACK STITCH LLC	176.50
38	70816128	C	01/06/2026	104321	BOX ELDER SCHOOL DISTRICT	11.34
38	70816129	C	01/06/2026	104321	BOX ELDER SCHOOL DISTRICT	3,152.16
38	70816130	C	01/06/2026	31658	BSN SPORTS	14,895.95
38	70816131	C	01/06/2026	230	CAROLINA BIOLOGICAL	72.51
38	70816132	C	01/06/2026	76910	CROSSOVER SYMMETRY	1,950.00
38	70816133	C	01/06/2026	72478	DESERT PEAKS PROMO	889.00
38	70816134	C	01/06/2026	4790	HOME DEPOT CREDIT SERVICE	781.54
38	70816135	C	01/06/2026	75094	IC GROUP	275.60
38	70816136	C	01/06/2026	25119	SIZZLING PLATTER	236.25
38	70816137	C	01/06/2026	4880	WURTH LOUIS & COMPANY	22.50
38	70816138	C	01/06/2026	1295	ELISE BURT	150.00
38	70816139	C	01/06/2026	7137	MORGAN HIGH SCHOOL	450.00
38	70816140	C	01/06/2026	11924	MOUNTAIN CREST HIGH SCHOOL	610.00
38	70816141	C	01/06/2026	57223	SCHOOL CHECK IN / NAVIGATE 360	1,229.30
38	70816142	C	01/06/2026	47007	SALEM HILLS HIGH SCHOOL	480.00
38	70816143	C	01/06/2026	4979	O'REILLY AUTOMOTIVE	84.17
38	70816144	C	01/06/2026	75809	OT BUILDERS, LLC	4,200.00
38	70816145	C	01/06/2026	21539	PREMIER FOODS	292.92
38	70816146	C	01/06/2026	104992	PRINT SHOP	44.99
38	70816147	C	01/06/2026	28860	RENO TOURNAMENT OF CHAMPIONS	700.00
38	70816148	C	01/06/2026	10731	SMITH'S CUSTOMER CHARGES	86.90
38	70816149	C	01/06/2026	109177	STATE OF UTAH	50.00
38	70816150	C	01/06/2026	804825	SUNRISE HIGH SCHOOL	341.00
38	70816151	C	01/06/2026	68314	TEAM BUILDR	2,000.00
38	70816152	C	01/06/2026	75426	TREVIPAY-WALMART	341.65
38	70816153	C	01/06/2026	54941	UINTAH HIGH SCHOOL	25.00
38	70816154	C	01/06/2026	55239	ZHANG, SHIZHONG	273.38
38	70816155	C	01/15/2026	112046	ACE HARDWARE - BRIGHAM	65.85
38	70816156	C	01/15/2026	38032	AMAZON CAPITAL SERVICES INC	2,989.99
38	70816157	C	01/15/2026	106055	BLICK ART MATERIALS	26.44
38	70816158	C	01/15/2026	104321	BOX ELDER SCHOOL DISTRICT	525.36
38	70816159	C	01/15/2026	104321	BOX ELDER SCHOOL DISTRICT	3,861.62
38	70816160	C	01/15/2026	31658	BSN SPORTS	324.36
38	70816161	C	01/15/2026	29637	DESERT HILLS HIGH SCHOOL/BOYS SOCCER	850.00
38	70816162	C	01/15/2026	72478	DESERT PEAKS PROMO	892.00
38	70816163	C	01/15/2026	40630	INTERNATIONAL AGRI-CENTER INC	465.00
38	70816164	C	01/15/2026	4839	INTSEL STEEL WEST LLC	1,225.00
38	70816165	C	01/15/2026	109248	J W PEPPER MUSIC	31.84
38	70816166	C	01/15/2026	17620	LE BUS	11,575.00
38	70816167	C	01/15/2026	25119	SIZZLING PLATTER	188.64
38	70816168	C	01/15/2026	698980	PEPSI-COLA OF OGDEN	798.22
38	70816169	C	01/15/2026	104992	PRINT SHOP	156.38
38	70816170	C	01/15/2026	108299	STEVE WEISS MUSIC	334.95
38	70816171	C	01/15/2026	822122	SUMMERHAYS MUSIC CENTER	165.85
38	70816172	C	01/15/2026	111790	SUNSTONE POTTERY	187.75
38	70816173	C	01/15/2026	76333	TEAM ALLIED	1,037.75
38	70816174	C	01/15/2026	75426	TREVIPAY-WALMART	1,372.34
38	70816175	C	01/15/2026	7536	GAME ONE	3,265.63
38	70816176	C	01/15/2026	18392	USA WRESTLING UTAH	1,400.00
38	70816177	C	01/15/2026	109476	UTAH FCCLA	325.00
38	70816178	C	01/15/2026	891181	UTAH STATE UNIVERSITY	425.00
38	70816179	C	01/15/2026	100471	WEBER STATE UNIVERSITY	1,350.00

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
38	70816180	C	01/21/2026	104321	BOX ELDER SCHOOL DISTRICT	47,531.30
38	70816181	C	01/26/2026	74055	M&K GRAPHICS AND APPAREL	943.81
38	70816182	C	01/27/2026	1	EMMA OLSON	100.00
38	70816183	C	01/27/2026	1	TURNER EDELMAN	1,200.00
38	70816184	C	01/27/2026	38032	AMAZON CAPITAL SERVICES INC	5,125.30
38	70816185	C	01/27/2026	50660	BEST WESTERN PARADISE INN NEPHI	1,277.64
38	70816186	C	01/27/2026	53457	BLACK STITCH LLC	1,320.00
38	70816187	C	01/27/2026	25690	BMJ SPORTS	500.00
38	70816188	C	01/27/2026	17884	BONNEVILLE HIGH SCHOOL	90.00
38	70816189	C	01/27/2026	14176	BOUNTIFUL HIGH SCHOOL	175.00
38	70816190	C	01/27/2026	104321	BOX ELDER SCHOOL DISTRICT	20.02
38	70816191	C	01/27/2026	31658	BSN SPORTS	2,067.00
38	70816192	C	01/27/2026	107994	CERTIFIED SHRED	44.00
38	70816193	C	01/27/2026	64017	COPPER CANYON APPAREL	1,504.00
38	70816194	C	01/27/2026	40363	CIO MEDICAL SERVICES	740.00
38	70816195	C	01/27/2026	109248	J W PEPPER MUSIC	2,173.97
38	70816196	C	01/27/2026	25119	SIZZLING PLATTER	174.75
38	70816197	C	01/27/2026	29084	MAKE A WISH FOUNDATION OF UTAH	9,647.92
38	70816198	C	01/27/2026	1694	MCMASTER CARR	46.71
38	70816199	C	01/27/2026	70700	MALLORY MERRILL	130.00
38	70816200	C	01/27/2026	11924	MOUNTAIN CREST HIGH SCHOOL	51.00
38	70816201	C	01/27/2026	67776	SO SIMPLY SWEET CO	144.00
38	70816202	C	01/27/2026	108299	STEVE WEISS MUSIC	2,190.90
38	70816203	C	01/27/2026	76333	TEAM ALLIED	25.58
38	70816204	C	01/27/2026	47686	TNT ENGRAVING	75.00
38	70816205	C	01/27/2026	75426	TREVIPAY-WALMART	1,248.92
38	70816206	C	01/27/2026	7536	GAME ONE	7,753.60
38	70816207	C	01/27/2026	7609	UTAH FBLA-PBL	660.00
<b>Total Bank: 38</b>						<b>\$168,821.85</b>
39	77800640	C	01/14/2026	104321	BOX ELDER SCHOOL DISTRICT	145.23
39	77800641	C	01/20/2026	63517	AZTEC SOFTWARE, LLC	7,239.00
<b>Total Bank: 39</b>						<b>\$7,384.23</b>

<b>Total Computer Checks:</b>	<b>\$4,114,953.59</b>
<b>Total Manual Checks:</b>	<b>\$3,478,147.71</b>
<b>Total ACH Checks:</b>	<b>\$1,238,244.90</b>
<b>Total Other Checks:</b>	<b>\$0.00</b>
<b>Total Electronic Checks:</b>	<b>\$0.00</b>
<b>Total Computer Voids:</b>	<b>-\$8,816.42</b>
<b>Total Manual Voids:</b>	<b>\$0.00</b>
<b>Total ACH Voids:</b>	<b>\$0.00</b>
<b>Total Other Voids:</b>	<b>\$0.00</b>
<b>Total Electronic Voids:</b>	<b>\$0.00</b>
<b>Grand Total:</b>	<b>\$8,822,529.78</b>
<b>Number of Checks:</b>	<b>690</b>

Batch Year	Batch	Amount
26	000673	-130.00
26	000856	-480.00
26	001003	-29.92
26	001005	715.64
26	001027	-850.00
26	001067	1,054.94
26	001069	290.30
26	001142	4,360.99
26	001144	188.93
26	001225	104,889.45
26	001226	63,043.25
26	001227	75,528.06

Check Register Summary

Batch Year: 26 Bank: All Date Range: 01/01/2026 - 01/31/2026

Batch Year	Batch	Amount
26	001228	162,802.23
26	001229	795,974.66
26	001230	1,902.63
26	001231	7,172.49
26	001232	149.35
26	001239	1,308.40
26	001244	24,676.91
26	001246	48,501.46
26	001258	290.49
26	001262	2,909.57
26	001264	12,798.16
26	001266	159.50
26	001289	34,012.45
26	001294	190,871.01
26	001295	323,993.77
26	001296	45,350.19
26	001297	78,991.95
26	001298	2,501.09
26	001299	11,571.24
26	001300	1,866.41
26	001301	384.66
26	001303	1,602.39
26	001312	33,839.97
26	001313	5,338.19
26	001316	145.23
26	001319	19,802.89
26	001330	10,299.28
26	001336	84,914.90
26	001337	39,765.04
26	001338	7,546.27
26	001339	120,423.44
26	001340	1,136,684.08
26	001341	139.95
26	001342	543.85
26	001345	7,239.00
26	001351	78.00
26	001354	11,222.80
26	001357	47,531.30
26	001375	3,101.79
26	001376	7,186.90
26	001377	144.93
26	001379	14,912.76
26	001383	3,180.94
26	001388	119,653.28
26	001391	257,471.14
26	001392	10,214.88
26	001393	19,493.32
26	001394	59,957.28
26	001395	74,530.37
26	001396	665.34
26	001397	2,230.01
26	001398	253.30
26	001399	4,835.52
26	001400	6,708.45
26	001403	4,636,028.08
26	001404	943.81
26	001405	2,752.00
26	001409	12,005.52
26	001410	38,485.31
26	001417	6,527.03
26	001422	1,348.39
26	001423	13,276.15
26	001426	1,436.64
26	001438	314.17
26	001440	985.63

For February 11, 2026 Board Meeting

**Leaving the District**

<i>Site</i>	<i>Employee</i>	<i>Position</i>	<i>Reason</i>
Discovery	Jolene Kawa	RTI Para	Resigned
BRMS	Haley Gunderson	Functional Skills Teacher	Resigned
Golden Spike	Rikki Malone	Instructional Para	Resigned
ACYI	Shalon Hadfield	Behavior Para	Resigned
Fielding	Megan Wood	Overcrowding Para	Resigned
Transportation	Mark Nelson	Bus Driver	Retired
ILSC	Amber Fidler	Functional Skills Teacher	Resigned
Fielding	Natalie Dunnill	Overcrowding Para	Resigned
Golden Spike	Miriam Black	Instructional Para	Resigned
Garland	Kadynce Olsen	Pe Prep Para	Resigned
BRHS	Rylee East	Custodian	Resigned

**New Hires - None**

<i>Site</i>	<i>Employee</i>	<i>Position</i>
North Park	Denver Reese	ELL Para
Garland	Delaney Mallory	Instructional/ PE Prep Para
Garland	Eliza Kimber	Instructional Para
Discovery	Kennadee Vaughn	Overcrowding/ Instructional Para
Discovery	Maggie Fisher	RTI/Collaboration Para
McKinley	Jordan Maxwell	Instructional Aide
Century	Brooke Douglas	ALC Para
Willard	Kerry Dennison	Office aide/Instructional/RTI Para
Garland	Alisa Armitstead	Instructional Para
BRMS	Fleur Esplin	Cook
BEMS	Kiley Prince	Check & Connect Mentor
Discovery	Olivia Tyger	RTI Para
Fielding	Mariah Huggins	Functional Skills Para
North Park	Mitch Peterson	ISS/ALC Para
ILSC	Sadie Scoville	SPED Functional Skills Teacher
BRMS	Jayde Jones	Functional Skills Teacher
BEMS	Sarah Turley	Check & Connect Mentor
Fielding	Tessa Reisner	Overcrowding Para

## Requesting Board Approval – February 11, 2026

Name	School	# of Years Requesting
Hallie Kunzler	Park Valley	3

## **Box Elder School District**

### **Request for Budget for School Safety Upgrades**

**Recommendation:** It is recommended that the Board of Education approve an additional budget for school safety upgrades at the three Western Schools.

**Background:** In 2024, HB84 was passed by the Utah State Legislature. This new legislation requires Districts to make several school safety upgrades to enhance security of schools. One of the requirements is that the windows surrounding school entrances must have ballistic glass or a film treatment that meets the requirements established by the school safety center. Due to these schools being the furthest distance from regular law enforcement presence, it is recommended that ballistic window film be installed. This will further enhance school security at these locations.

**Policy Implications:** None

**Financial Implications:** For the 2025-26 school year the cost to add ballistic window film to the western schools would be \$58,000.

**Staff Implications:** None at this time.

## **Box Elder School District**

### **Request for Budget for IT Upgrades**

**Recommendation:** It is recommended that the Board of Education approve an additional budget for IT upgrades.

**Background:** The backup power supplies, known as UPS, are nearing end of life. Many of these are failing and require new batteries often. This is a power protection device that provides emergency backup power when the main power source fails. It helps prevent data loss, hardware damage, and downtime by supplying short-term electricity to critical devices such as computers, servers, and networking equipment including wireless access points and telephones. In the event of power loss, the District phone system will not function. In times of emergency, the likelihood of losing electrical power from the grid is high, and we are attempting to increase the time that our phones and communication devices are available for staff and personnel to use.

**Policy Implications:** None

**Financial Implications:** For the 2025-26 school year the cost to replace the UPS devices in schools would be approximately \$600,000. Approximately 30% of the cost would be paid using eRate Funds. The remaining would be paid using Capital Outlay Funds.

**Staff Implications:** None at this time.

## **Box Elder School District**

### **Request for Budget for Air Conditioning Upgrades**

**Recommendation:** It is recommended that the Board of Education approve an additional budget for Air Conditioning Upgrades at Bear River Middle School.

**Background:** Many of the older buildings in our District lack air conditioning throughout the building. During the start of school and end of the school year, the interior temperature of these buildings can rise to uncomfortable levels. An engineering analysis showed that to air condition the entire building, it would be approximately \$1,500,000. This project would involve upgrading the entire electrical supply to the building as there is insufficient electricity to currently available. The equipment needed to upgrade the electrical supply is a long lead item and must be ordered from Rocky Mountain Power. It is requested that the project be started now to ensure completion in the 2026-27 school year.

**Policy Implications:** None

**Financial Implications:** For the 2025-26 school year the cost to add air conditioning to Bear River Middle School would be approximately \$1,500,000.

**Staff Implications:** None at this time.

## **Box Elder School District**

### **Request for Budget for Playground Upgrades**

**Recommendation:** It is recommended that the Board of Education approve an additional budget for playground upgrades.

**Background:** Many of the playgrounds at our elementary schools are approaching 20 or more years. Some of the elements of the playgrounds have deteriorated and pose a significant student safety concern. It is requested that \$500,000 be allocated for the purpose of replacing these playgrounds.

**Policy Implications:** None

**Financial Implications:** For the 2025-26 school year the cost to replace aging playgrounds would be \$500,000.

**Staff Implications:** None at this time.



# AIA<sup>®</sup> Document B133<sup>®</sup> – 2019

## **Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition**

**AGREEMENT** made as of the Twentieth day of November in the year Two Thousand Twenty-Five  
(*In words, indicate day, month and year.*)

**BETWEEN** the Architect's client identified as the Owner:  
(*Name, legal status, address, and other information*)

Box Elder School District  
960 South Main Street  
Brigham City, UT 84302  
(435) 734-4800

and the Architect:  
(*Name, legal status, address, and other information*)

Architectural Design West, P.C.  
255 South 300 West  
Logan, UT 84321  
(435) 752-7031

for the following Project:  
(*Name, location, and detailed description*)

Box Elder School District Discovery Elementary Addition  
820 North 500 West  
Brigham City, UT 84302  
Addition to Discovery Elementary School

The Construction Manager (if known):  
(*Name, legal status, address, and other information*)

Hughes General Contractors  
900 North Redwood Road  
North Salt Lake, UT 84054  
(801) 292-1411

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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- 1 INITIAL INFORMATION
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- 7 COPYRIGHTS AND LICENSES
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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The Owner desires to construct an addition to the Discovery Elementary School, approximately 29,000 SF that consists of, but not limited to the following:

- 12 classrooms
- Gymnasium: Approximately 90 by 60 feet (needed to provide PE: does not replace existing gym/cafeteria)
- Restrooms
- Common Area
- Itinerant Offices
- Bus drop off and pick up
- Additional Parking

#### Architectural Add Scope

- Existing Systems Coordination/Drawings/Admin

#### Mechanical Add Scope

- Design for upgrading the existing controls in the existing building
- Design for addition of air conditioning to existing building
- Fire flow test and EWSA

#### Electrical Add Scope

- EM DAS System for existing building
- Fire alarm monitoring of new fire sprinkler of existing building
- System for existing building

- School Intercom system
- Mechanical System Upgrade (cooling)

**Civil Add Scope**

- Geotech Survey
- Survey/Topo

**§ 1.1.2** The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Anticipated Construction Cost: \$13,050,000 (29,000 SF @ \$450/SF).

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

CD Submittal Date: 03-26-2026

- .2 Construction commencement date:

TBD – Anticipated May 2026

- .3 Substantial Completion date or dates:

TBD – Anticipated August 2027

- .4 Other milestone dates:

**§ 1.1.5** The Owner intends to retain a Construction Manager pursuant to the following agreement:

*(Indicate agreement type.)*

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

**§ 1.1.6** The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

*(List number and type of bid/procurement packages.)*

Anticipated to provide one (1) submittal package. There is no phasing or fast track design as part of the project.

**§ 1.1.7** The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

(None)

**§ 1.1.7.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
*(List name, address, and other contact information.)*

Box Elder School District  
Corey Thompson  
Facilities Director  
960 South Main Street  
Brigham City, UT 84302  
(435) 734-4800

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

- .1 Construction Manager:  
*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)*
- .2 Other consultants and contractors:  
*(List any other consultants and contractors retained by the Owner.)*

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:  
*(List name, address, and other contact information.)*

Adam Zetterquist, Principal in Charge  
Stephen Williams, Project Manager  
Michael Rigby, Project Architect  
255 South 300 West  
Logan, UT 84321  
(435) 752-7031

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:  
ARW Engineers  
Josh Blazzard, SE, Principal  
1594 West Park Circle  
Ogden, UT 84404

(801) 782-6008

**.2 Mechanical Engineer:**

VBFA Engineering  
Jed L Jenkins, PE, Principal  
181 East 5600 South, #200  
Murray, UT 84107  
(801) 530-3148

**.3 Electrical Engineer:**

Envision Engineering  
Jeff Owen, PE, LC, LEED, AP, Principal  
240 East Morris Avenue, STE 200  
Salt Lake City, UT 84115  
(801) 534-1130

**.4 Land Surveyor/Civil Engineer:**

Ensign Engineering  
Cam Preston, PE, Principal  
45 West Segoe Lily Drive, Suite 500  
Sandy, UT 84070  
(801) 255-0529

**.5 Geotechnical Engineer:**

AGEC Applied GeoTech  
Chris Beckham  
600 West Sandy Parkway  
Sandy, UT 84070  
(801) 566-6399

**§ 1.1.12.2 Consultants retained under Supplemental Services:**

(Not Applicable)

**§ 1.1.13 Other Initial Information on which the Agreement is based:**

(None)

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this

Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and Three Million Dollars and Zero Cents (\$ 3,000,000.00) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary

structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### **§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate**

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### **§ 3.3 Schematic Design Phase Services**

**§ 3.3.1** The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.3.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.3.3** The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.3.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.3.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.3.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

**§ 3.3.5.2** The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.3.6** The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

**§ 3.3.7** Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

**§ 3.3.8** In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

### **§ 3.4 Design Development Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### § 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall

not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Construction Manager**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Architect and Owner
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Owner
§ 4.1.1.5 Existing facilities surveys	Owner
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Architect (Basic Service)
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect (a portion is Basic Service)
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect (Basic Service)
§ 4.1.1.12 Value analysis	Architect (Basic Service in assoc. with CM/GC)
§ 4.1.1.13 Cost estimating	CM/GC
§ 4.1.1.14 On-site project representation	Not provided
§ 4.1.1.15 Conformed documents for construction	Architect (Basic Service)
§ 4.1.1.16 As-designed record drawings	Architect (Basic Service)
§ 4.1.1.17 As-constructed record drawings	Architect (Basic Service)
§ 4.1.1.18 Post-occupancy evaluation	Architect (Basic Service ) 12-month review
§ 4.1.1.19 Facility support services	Not provided
§ 4.1.1.20 Tenant-related services	Not provided
§ 4.1.1.21 Architect’s coordination of the Owner’s consultants	Architect (Basic Service)

§ 4.1.1.22	Telecommunications/data design	Owner (IT Equipment Design)
§ 4.1.1.23	Security evaluation and planning	Security Consultant not provided
§ 4.1.1.24	Commissioning	Owner
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.26	Historic preservation	Not provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Owner
§ 4.1.1.28	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29	Other Supplemental Services	Owner or Architect, as agreed to

## § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Refer to 4.1.1.17 above. The Architect will provide an As-Constructed Record Set of drawings indicating changes made during construction as indicated and provided by the CM/GC on a legible set of as-constructed drawings. Any site verification of changes not recorded by the CM/GC will be billed as Additional Services. The Architect will not assume liability for the accuracy of the As-Constructed Record Set.

Refer to 4.1.1.22 and 4.1.1.23 above. Electrical Engineer will coordinate with Owner's IT personnel.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

(Supplemental Services identified as the Owner's responsibility are self-explanatory)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Weekly visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion
- .5 Four ( 4 ) site visits by consultants during construction

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Forty-Eight ( 48 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Should termination occur, a Termination Fee will be negotiated between the Owner and the Architect at the time of termination.

**.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:**

Should termination occur, a Licensing Fee will be negotiated between the Owner and the Architect at the time of termination.

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
*(Insert amount)*  
  
See Exhibit B – Compensation Schedule
- .2 Percentage Basis  
*(Insert percentage value)*  
  
See Exhibit B – Compensation Schedule
- .3 Other  
*(Describe the method of compensation)*

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

At Hourly Rates: See "Exhibit A - Wage Rate Schedule"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

At Hourly Rates: See "Exhibit A - Wage Rate Schedule"

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent ( 15.00 %), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent ( 15 %)
Design Development Phase	Twenty-Five percent ( 25 %)
Construction Documents Phase	Forty percent ( 40 %)
Construction Phase	Twenty percent ( 20 %)
<hr/>	
Total Basic Compensation	one hundred percent ( 100.00 %)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See "Exhibit A - Wage Rate Schedule"

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent ( 15.00 %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

(None)

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

2.75 %(two and three quarters percent) over prime per annum based on the Wall Street Journal prime rate. per annum

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

(None)

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

- .2 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ X ] Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A - Wage Rate Schedule  
Exhibit B - Compensation

This Agreement entered into as of the day and year first written above.

---

**OWNER** *(Signature)*

**BY: Neil Stevens, Superintendent**  
*(Printed name and title)*

---

**ARCHITECT** *(Signature)*

**BY: Adam Zetterquist, Principal**  
*(Printed name, title, and license number if required)*



# Additions and Deletions Report for AIA® Document B133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:09:56 MST on 01/28/2026.

## Changes to original AIA text

### PAGE 4

~~.2 Land Surveyor:~~

~~.3 Geotechnical Engineer:~~

~~.4 Civil Engineer:~~

.2 Other consultants and contractors:

### PAGE 5

.4 Land Surveyor/Civil Engineer:

.5 Geotechnical Engineer:

### PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00-) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00-) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00-) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00-) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00-) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00-) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00-) per claim and Three Million Dollars and Zero Cents (\$ 3,000,000.00-) in the aggregate.

### PAGE 12

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Owner</u>
§ 4.1.1.2 Programming	<u>Architect and Owner</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Architect</u>
§ 4.1.1.4 Measured drawings	<u>Owner</u>
§ 4.1.1.5 Existing facilities surveys	<u>Owner</u>
§ 4.1.1.6 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Architect (Basic Service)</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9 Civil engineering	<u>Architect (a portion is Basic Service)</u>
§ 4.1.1.10 Landscape design	<u>Architect</u>
§ 4.1.1.11 Architectural interior design	<u>Architect (Basic Service)</u>
§ 4.1.1.12 Value analysis	<u>Architect (Basic Service in assoc. with CM/GC)</u>
§ 4.1.1.13 Cost estimating	<u>CM/GC</u>
§ 4.1.1.14 On-site project representation	<u>Not provided</u>
§ 4.1.1.15 Conformed documents for construction	<u>Architect (Basic Service)</u>
§ 4.1.1.16 As-designed record drawings	<u>Architect (Basic Service)</u>
§ 4.1.1.17 As-constructed record drawings	<u>Architect (Basic Service)</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>Architect (Basic Service ) 12-month review</u>
§ 4.1.1.19 Facility support services	<u>Not provided</u>
§ 4.1.1.20 Tenant-related services	<u>Not provided</u>
§ 4.1.1.21 Architect's coordination of the Owner's consultants	<u>Architect (Basic Service)</u>
§ 4.1.1.22 Telecommunications/data design	<u>Owner (IT Equipment Design)</u>
§ 4.1.1.23 Security evaluation and planning	<u>Security Consultant not provided</u>
§ 4.1.1.24 Commissioning	<u>Owner</u>
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.26 Historic preservation	<u>Not provided</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.28 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.29 Other Supplemental Services	<u>Owner or Architect, as agreed to</u>

**PAGE 14**

.2 ~~( )~~ Weekly visits to the site by the Architect during construction

.5 Four ( 4 ) site visits by consultants during construction

**PAGE 18**

Arbitration pursuant to Section 8.3 of this Agreement

**~~§ 8.3 Arbitration~~**

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved~~

by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4~~ The provisions of this Article 8 shall survive the termination of this Agreement.

3 The provisions of this Article 8 shall survive the termination of this Agreement.

PAGE 20

~~( )~~ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. See Exhibit B – Compensation Schedule

PAGE 21

Schematic Design Phase	Fifteen percent ( <u>15</u> %)
Design Development Phase	Twenty-Five percent ( <u>25</u> %)
Construction Documents Phase	Forty percent ( <u>40</u> %)
Construction Phase	Twenty percent ( <u>20</u> %)
<hr/>	
Total Basic Compensation	one hundred percent ( 100.00 %)

PAGE 22

~~§ 11.10.1.2~~ If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~( \$ )~~ shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

2.75 % (two and three quarters percent) over prime per annum based on the Wall Street Journal prime rate. per

annum

**PAGE 23**

~~.2~~ ~~Building Information Modeling Exhibit, if completed:~~

~~.3~~ ~~Exhibits:~~

~~[ ]~~ ~~AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as-  
Constructor Edition dated as indicated below.~~

~~—(Insert the date of the E234 2019 incorporated into this agreement.)~~

~~.4~~ ~~Other documents:~~

~~—(List other documents, if any, forming part of the Agreement.)~~

**Variable Information**

**PAGE 1**

**AGREEMENT** made as of the Twentieth day of November in the year Two Thousand Twenty-Five

Box Elder School District

960 South Main Street  
Brigham City, UT 84302

(435) 734-4800

Architectural Design West, P.C.

255 South 300 West  
Logan, UT 84321

(435) 752-7031

Box Elder School District Discovery Elementary Addition

820 North 500 West  
Brigham City, UT 84302

Addition to Discovery Elementary School

Hughes General Contractors

900 North Redwood Road  
North Salt Lake, UT 84054

(801) 292-1411

**PAGE 2**

The Owner desires to construct an addition to the Discovery Elementary School, approximately 29,000 SF that consists of, but not limited to the following:

-12 classrooms

-Gymnasium: Approximately 90 by 60 feet (needed to provide PE: does not replace existing gym/cafeteria)

-Restrooms

-Common Area

-Itinerant Offices

- Bus drop off and pick up
- Additional Parking

**Architectural Add Scope**

- Existing Systems Coordination/Drawings/Admin

**Mechanical Add Scope**

- Design for upgrading the existing controls in the existing building
- Design for addition of air conditioning to existing building
- Fire flow test and EWSA

**Electrical Add Scope**

- EM DAS System for existing building
- Fire alarm monitoring of new fire sprinkler of existing building

**PAGE 3**

- System for existing building
- School Intercom system
- Mechanical System Upgrade (cooling)

**Civil Add Scope**

- Geotech Survey
- Survey/Topo

Anticipated Construction Cost: \$13,050,000 (29,000 SF @ \$450/SF).

CD Submittal Date: 03-26-2026

TBD – Anticipated May 2026

TBD – Anticipated August 2027

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

Anticipated to provide one (1) submittal package. There is no phasing or fast track design as part of the project.

(None)

**PAGE 4**

Box Elder School District

Corey Thompson

Facilities Director

960 South Main Street

Brigham City, UT84302

(435) 734-4800

Adam Zetterquist, Principal in Charge

Stephen Williams, Project Manager

Michael Rigby, Project Architect

255 South 300 West

Logan, UT 84321

(435) 752-7031

ARW Engineers

Josh Blazzard, SE, Principal

1594 West Park Circle

Ogden, UT 84404

**PAGE 5**

(801) 782-6008

VBFA Engineering

Jed L Jenkins, PE, Principal

181 East 5600 South, #200

Murray, UT 84107

(801) 530-3148

Envision Engineering

Jeff Owen, PE, LC, LEED, AP, Principal

240 East Morris Avenue, STE 200

Salt Lake City, UT 84115

(801) 534-1130

Ensign Engineering

Cam Preston, PE, Principal

45 West Sege Lily Drive, Suite 500

Sandy, UT 84070

(801) 255-0529

AGEC Applied GeoTech

Chris Beckham

600 West Sandy Parkway

Sandy, UT 84070

(801) 566-6399

(Not Applicable)

(None)

#### **PAGE 6**

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00-) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00-) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00-) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00-) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00-) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00-) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00-) per claim and Three Million Dollars and Zero Cents (\$ 3,000,000.00-) in the aggregate.

#### **PAGE 12**

Refer to 4.1.1.17 above. The Architect will provide an As-Constructed Record Set of drawings indicating changes made during construction as indicated and provided by the CM/GC on a legible set of as-constructed drawings. Any site verification of changes not recorded by the CM/GC will be billed as Additional Services. The Architect will not assume liability for the accuracy of the As-Constructed Record Set.

Refer to 4.1.1.22 and 4.1.1.23 above. Electrical Engineer will coordinate with Owner's IT personnel.

#### **PAGE 13**

(Supplemental Services identified as the Owner's responsibility are self-explanatory)

#### **PAGE 14**

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager



(None)

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

2.75 %(two and three quarters percent) over prime per annum based on the Wall Street Journal prime rate. per annum

(None)

**PAGE 23**

Other Exhibits incorporated into this Agreement:

Exhibit A - Wage Rate Schedule

Exhibit B - Compensation

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:09:56 MST on 01/28/2026 under Order No. 20250101042 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ - 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*

## Suggestions for Future Board Meetings

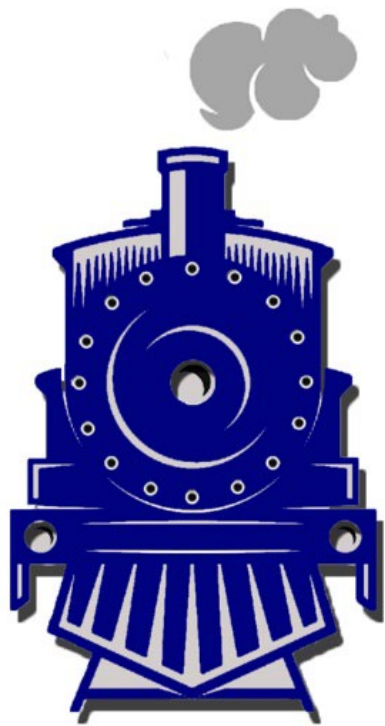
Work Session	Board Meeting	Assigned
<b>March 11, 2026 (tentative)</b>		
AI Information	Negotiations Team Approval Legislative Update Policy Review Board Graduation Assignments	Coerina Fife Steve Carlsen  Board President
<b>April 8, 2026 (tentative)</b>		
	ESP Recognitions Public Hearing on Indian Education Formula Grant Approval of College and Career Readiness Counseling Program (CCRCP) Approval of School Land Trust Plans Approval of TSSA Plans Child Nutrition Report Policy Review TSSA & SLT Previous Year Review	Coerina Fife Megan Bushnell  Ben Wiley Keith Mecham & Heidi Jo West Keith Mecham & Heidi Jo West Neil Stevens  Keith Mecham & Heidi Jo West
<b>May 13, 2026 (tentative)</b>		
	Retirement Recognitions Certificated Employee and Volunteer Recognitions Approval of 2023-2024 Board Meeting Calendar Review of Positive Behavior Plans ACT Data School Fees Summary Policy Review	Coerina Fife BEAA Steve Carlsen Megan Bushnell Jeff Morris Keith Mecham
<b>June 10, 2026 (tentative)</b>		
	Budget Hearing Approval of Budget Approval of 2026-27 Tax Rates Approval of Internal and Independent Auditors MBA Meeting Pick-up Contributions for Members of Contributory Retirement System  Tentative Ratification of Negotiated Agreement with BEAA  Tentative Ratification of Negotiated Agreement with BEEA Tentative Ratification of Negotiated Agreement with BEESPA Declaration of Open Enrollment Schools Policy Review	Neil Stevens Neil Stevens Neil Stevens Neil Stevens Neil Stevens  Neil Stevens  Coerina Fife  Coerina Fife Coerina Fife Megan Bushnell
<b>July 8, 2026 (tentative)</b>		
	Approval of Sex Education Committee Bullying Report	Keith Mecham Megan Bushnell
<b>August 12, 2026 (tentative)</b>		
	Approval of Early Literacy Plan Policy Review	AshLee Nelson
<b>September 9, 2026 (tentative)</b>		
	Walmart Grants Presentation Nucor Grants Presentation Swearing in of Student Board Member	Walmart Nucor Neil Stevens

	Early Learning Plan Review AP and Acadience Results Policy Review	Jamie Kent Jeff Morris
<b>October 14, 2026 (tentative)</b>		
	Approval of Positive Behavior Plans (PBS) Approval of LEA Specific Licenses and LEA Specific Endorsements October 1 Enrollment Report  Exemption from Compulsory Attendance (Home School) Policy Review	Megan Bushnell  Coerina Fife Coerina Fife  Steve Carlsen
<b>November 11, 2026 (tentative)</b>		
Complete MBA	RISE and Utah Aspire Plus Data Policy Review	Jeff Morris
<b>December 9, 2026 (tentative)</b>		
Meeting with Legislators	Approval of New Courses Approval of 2027-28 District Calendar Audit Report Monthly Newsletter RISE and Utah Aspire Plus Data Policy Review	Keith Mecham Coerina Fife Neil Stevens Jamie Kent Jeff Morris
<b>January 13, 2027 (tentative)</b>		
Supt and BA Reivews	First Public Comment on School Fees	Keith Mecham
Demographer	Approval of 2-year contract for Business Administrator Review of Policies 1034 Board of Education Code of Conduct and 1035 Board Member Ethics Policy 1036 Conflict of Interest - Complete Form Foundation Report AAPPL Data Policy Review Elect New Board President and Vice President  Policy 1080 Board Committees - Committee Assignments Building and Ground Rental and Supervision Policies USBA Conference Report	    Matt Nelson Jeff Morris  Board President  Board President Neil Stevens Board Members
<b>February 9, 2027 (tentative)</b>		
	Second Public Comment on School Fees Approval of School Fees FY2026 Capital Improvement Plan Legislative Update Policy Review	Keith Mecham Keith Mecham Corey Thompson Steve Carlsen

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# BOX ELDER SCHOOL DISTRICT BOARD OF EDUCATION HANDBOOK

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**BOX ELDER  
SCHOOL DISTRICT**

*Learning is Everything*

REVISED  
OCTOBER 9, 2019  
BOX ELDER SCHOOL DISTRICT

# Box Elder School District Board of Education Handbook Table of Contents

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# BOARD OF EDUCATION HANDBOOK INTRODUCTION

This Board of Education Handbook has been developed to capture, in one place and in plain language, the primary operating procedures and governing principles of the Box Elder School District Board of Education.

This handbook serves as a resource for members of the board as they assume their offices and carry out their responsibilities. It will be posted on the school district's website and updated periodically.

The Box Elder School District Board of Education has one goal and one purpose: **student learning.**

## Authority and Responsibilities of the Board

The powers and mandatory duties of the Board of Education are defined in the Utah Code and State Board of Education Rule.

## Principles of Board Leadership

Remembering three important principles of board leadership will help keep the Box Elder School District Board of Education focused on its most important responsibilities:

1. The board delegates authority.  
The board delegates authority to the superintendent to manage the district and provide leadership for the staff. Such authority is communicated through written policies that designate board ends and define operating limits.
2. The board monitors performance.  
The board constantly monitors progress toward district goals and compliance with written board policies.
3. The board takes responsibility for itself.  
The board, collectively and individually, takes full responsibility for board activity and behavior. Board deliberations and actions are limited to board work, not staff work.

[Utah Code § 53G-4](#)

## Making School Board Decisions

State and federal laws, financial constraints, and local expectations must govern school districts. Nevertheless, decisions made by a local board of education create the environment in which a district will flourish or flounder.

Although the typical school board makes many different decisions, all of those decisions can be put into four general categories:

**Policy decisions** are the most important work of the board. The majority of a board's time should be spent on policy development, monitoring, and review. Written policies accomplish the following:

- articulate district direction and goals;
- delegate authority and define limitations on that authority;
- establish board processes, including those for monitoring progress toward district goals and ensuring compliance with laws and board policy.

The board is empowered to make policy decisions for district schools. Board members act as trustees for the community; therefore, policies are often understood as expressions of the community's aspirations for its public schools.

**Problem solving decisions** come in response to a crisis or opportunity that cannot be resolved by the superintendent or is not fully addressed in existing board policy. For example, in the face of declining enrollment, a typical school board would not expect its superintendent to make a final decision on which building to close. Although the superintendent would be expected to provide information and make recommendations, the school board would make the final decision, after deliberating alternatives and consulting policy statements.

Problem-solving decisions usually have isolated, one-time impacts. However, such decisions can establish a precedent that may have the force of policy. For example, a school board's decision to grant a benefit to one group of students may obligate it to grant the same benefit to another group in a similar situation.

**Managerial decisions** required of each local Utah school board are set forth in the statutes, most notably in [Utah Code § 53G-4-402](#). For example, a school board is required to do the following:

- implement the core curriculum
- administer tests,
- implement training programs,
- enroll children in school,
- establish school libraries, and
- establish school safety traffic committees
- ensure that school community councils receive the required annual training and review and approve the school improvement plans developed by the school community councils.

With few exceptions, managerial duties are delegated to the superintendent. Where there is good communication and high level of trust between the board and superintendent, combined with sound policies that set directions and establish parameters, routine managerial duties will consume only a small amount of time at public board meetings. Legally required board actions can usually be accomplished through approval of consent agendas.

School boards must learn to distinguish policy decisions from problem-solving decisions. Sometimes this is challenging but, in general, boards that emphasize policy development will need to make fewer decisions in response to routine problems. Superintendents who have strong policy guidance are able to resolve a wider array of problems without bringing them to the board for action. Good policy development and review processes allow boards to operate at the systemic level - dealing with mission, purpose, direction, and results.

Conversely, boards without up-to-date written policies often find their meetings running late into the night. Their superintendents must bring numerous issues for discussion and action, which wastes time and yields inconsistent results.

**Personnel decisions** represent a special category of managerial decisions. Most school boards delegate personnel matters to the superintendent and use policies to express their desired standards for hiring, evaluation, compensation, discipline, and dismissal. This approach avoids the quagmire of wrestling directly with hiring or disciplining employees other than the superintendent and business administrator. Personnel actions, therefore, are usually found on the consent agenda, because a board is required by law to approve all employment contracts, salaries, benefits, and dismissals.

The superintendent is an appointed public official, the district's chief executive, and an employee of the board. Only the board can employ, evaluate, discipline, or dismiss the superintendent.

## **Holding Closed Meetings**

**A closed meeting may be held if:**

1. A quorum is present.
2. The meeting is an open meeting for which specific notice for a closed meeting has been given with the stated purpose defined.
3. Two-thirds of the members present vote to close the meeting. Voting must be taken by roll call. Name and vote.

**Minutes of the closed meeting shall contain:**

1. Reason for holding the meeting.
2. Location of the meeting.

3. Vote by name, of each member of the board, either for or against the motion to hold the closed meeting.

**Purpose of a closed meeting:**

1. Discussion of the character, professional competence, or physical or mental health of individual.
2. Strategy sessions to discuss collective bargaining.
3. Strategy sessions to discuss pending or reasonably imminent litigation.
4. Strategy sessions to discuss the purchase, exchange, or lease of real property including any form of a water right or water shares if public discussion of the transaction would:
  - a. Disclose the appraisal or estimated value of the property under consideration; or
  - b. Prevent the board from completing the transaction on the best possible terms.
5. Strategy sessions to discuss the sale of real property, including any form of water right or water shares if public discussion of the transaction would:
  - a. Disclose the appraisal or estimated value of the property under consideration; or
  - b. Prevent the board from completing the transaction of the best possible terms.
6. Discussion regarding deployment of security personnel, devices or systems.
7. Investigative proceedings regarding allegations of criminal misconduct.

**A Board may not interview a person applying to fill an elected position in a closed meeting.**

**Record of closed meetings:**

1. A recording shall be made of the closed portion of the meeting.
2. Detailed written minutes may be kept that disclose the content of the closed portion of the meeting.
3. A recording of a closed meeting shall be complete and unedited from the commencement of the closed meeting through adjournment.
4. The recording and any minutes of a closed meeting shall include:
  - a. Date, time, and place of the meeting.
  - b. Name of the members present and absent.
  - c. Names of all others present except where the disclosure would infringe on the confidentiality necessary to fulfill the original purpose of the closing the meeting.
5. No recording or minutes will be taken if the purpose of the closed meeting is for the discussion of the character, professional competence, or physical or mental health of an individual.
  - a. A sworn statement must be signed by the presiding member of the board that the sole purpose for closing the meeting was to discuss the character, professional competence, or physical or mental health of an individual.

## **Collaborative Relationships: Shared Governance**

The Box Elder School District Board of Education has the exclusive right and responsibility to determine the goals and direction of the schools and use all its resources to achieve such goals, within the bounds of state and federal law and rules of the Utah State Board of Education.

Box Elder School District is a complex organization, which can succeed only if we enlist the energy, creativity, and effort of many people to accomplish our goals. The board believes that ideal conditions for student learning can be realized when shared governance is thoughtfully used to support student achievement.

Board decisions should accurately reflect the public's interests. Statutes of the state of Utah require local school boards to make decisions by majority vote; thus the obligation to seek consensus under shared governance does not bind the board in its decision-making.

The board delegates to school sites and departments the right to make some decisions using the shared governance process. Site-based decisions must conform to legal requirements, state and federal rules and regulations, the district's Student Achievement Plan, policies, procedures, guidelines, and contractual obligations, including negotiated employee agreements.

## **Essentials of A Professional Learning Community**

- A. The Superintendent and district administrators will ensure that all of the schools in the district function as professional learning communities. Professional learning communities are defined as educators committed to working collaboratively in ongoing processes of collective inquiry and action research to achieve better results for the students they serve. Professional learning communities operate under the assumption that the key to improved learning for students is continuous, job-embedded learning for educators.
  1. The Board, district, and school administrators will ensure that time is available, within the contract day, for educators to meet together regularly in collaborative teams.
  2. District/school administrators will ensure this time is reserved for activities directly related to the process of collective inquiry and action research to achieve better achievement results for our students.
  3. Collaborative teacher teams will focus on the following four questions:
    - a. What is it that our students are expected to know and do?
    - b. How will we know if they know and can do what is expected?
    - c. How will we respond if they don't know and can't do what is expected?
    - d. How will we respond if they already know and can do it?

District and school administrators will ensure that ongoing training and professional learning opportunities are provided to ensure that all Box Elder School District educators are proficient in the philosophies and practices related to professional learning communities/collaborative teacher teams.

## **Authority of Individual Board Members**

Power belongs not to individual members of a Board of Education but to the Board of Education acting as a corporate body through collective action. Board members have authority only when acting as a Board of Education in a legally constituted session, with a quorum present. The statement or action of an individual member or group of members of the Board of Education does not bind the Board of Education itself, except when that statement or action is specifically authorized by an official act of the board. This does not preclude individual board members from representing the board at meetings and ceremonial events or speaking to constituent groups in their capacity as board members.

## **Nominations and Elections for Board Leadership**

### **Nominations**

- A. An office must be created by Board Policy or by a motion to that effect before it can be filled by election or otherwise.
- B. The Board President must call for nominations.
- C. Nominations do not require a second. However, any number of persons may second a given nomination just to show their support of that nominee.
- D. The motion “to close nominations” is not in order until the assembly is ready to close nominations.
  1. When there are two or more nominees for the office the motion to close nominations requires a two-thirds vote. (This motion must be seconded.)
  2. A negative vote on the motion signifies that there are additional nominations forthcoming.
  3. If and when there are no further nominations the Board President may then put the motion to close nominations to a vote without waiting for a second.

### **Elections**

- A. Elections and nominations must conform to the procedure prescribed by the Utah State Law and Board Policy.
- B. In case of a tie vote, the election is decided by lot unless the organization adopts a motion to do otherwise.
- C. Elections are decided by a roll call vote, not by secret ballot. Election to the office is determined by a simple majority.

## **Board Leadership Responsibilities**

The board president will:

1. Conduct meetings of the board in accordance with law and policy.
2. Communicate regularly with the superintendent, business administrator, and members of the board to set meeting agendas, facilitate the flow of necessary information, and respond to community issues and queries.
3. Sign legal assurances, correspondence, and contracts on behalf of the board as required by law, policy, or vote of the board.
4. Represent the board, or designate others to represent the board, as requested, in executive meetings with community and business leaders or elected officials to promote perform their duties.

The board vice president will:

1. Advise and assist the president as needed.
2. Substitute for the president as required.
3. Attend meetings with or at the request of the president and superintendent.
4. Keep the board appropriately informed of issues or data that would help members

Board leadership may speak for the board, or designate others to speak for the board, when requested to do so by vote or consensus of the board communication, without binding the board to a specific decision or position.

## **New Board Member Orientation**

Following the election or appointment of new members, the superintendent and board leadership will provide for an orientation, as to the board's operation and processes, the working relationships with the Superintendent of Schools and staff of the Box Elder School District, and substantive background information pertaining to school system issues and procedures. A copy of this handbook will be provided online. New board members are also encouraged to attend the orientation session organized by the Utah School Boards Association (USBA).

## **Board of Education Code of Conduct**

The members of the Board of Education agree to abide by the following norms of behavior, both as they govern the conduct of board meetings and as they govern the actions of individual board members. These norms will provide an orderly way to conduct public business, promote an atmosphere of mutual respect, and establish a

level of expectation for those who aspire to become school board members in the future.

Board members shall:

1. Represent the Board with dignity, honesty, and integrity.
2. Attend meetings regularly, prepared, professional, engaged, and dedicated to accomplishing and adhering to the agenda.
3. Support efforts to focus on the important matters, remembering that the student is always our most important matter.
4. Communicate effectively, early, and often with each other and with others concerned, seeking to make your own ideas clear while respecting the different opinions of others.
5. Be loyal to the Board and work to achieve unity by supporting its decisions, even though you may personally espouse a different view.
6. Value civility and avoid contention realizing conflict on some issues is inherent and not undesirable.
7. Represent and seek to understand the needs of all students, staff and citizens in the District without partisanship.
8. Work effectively with the Superintendent, and through him/her, with the staff throughout the District.
9. Develop and improve Board skills by establishing goals, measuring progress, and participating in a variety of training opportunities
10. If at all possible Board members should notify the Superintendent or the Board President well in advance of any concerns or questions regarding the Board agenda so that they can be resolved in advance if possible.

## **Board Member Commitments and Ethics**

The Board and its members commit to standards of conduct that are consistent with the public trust placed in elected officials. Accordingly, the Board and its members will:

1. Strive to make policies that promote the educational growth and development of all students;
2. Endeavor to appoint the most competent person available as superintendent of schools and hold that superintendent responsible for carrying out the vision, mission, and goals of the District in the administration of its schools;
3. Support and allow administrators, teachers, and staff to function in their authorized capacities while holding employees responsible for carrying out the District's vision, mission, and goals in their respective roles;
4. Seek to employ the best qualified personnel available without regard to race, color, sex, pregnancy, religion, national origin, age, marital status, disability, sexual orientation, or gender identity—except when justified to meet a bona

vide occupational requirement (see [20 U.S.C. 1681 et seq.](#); [Utah Code § 34A-5 et seq.](#));

5. Promulgate policies and procedures dedicated to maintaining a learning and working environment in the District free of discrimination and unlawful harassment, including sexual harassment;
6. Promulgate policies and procedures that ensure operational transparency, including directing employees to maintain, manage, and where appropriate, produce records consistent with federal and state laws (see [20 U.S.C. § 1232g](#); [34 C.F.R. Part 99](#); and [Utah Code § 53E-9 et seq.](#));
7. Attend Board meetings, insofar as possible, being informed and prepared to discuss and act upon the items on the Board agenda;
8. Conduct Board business in compliance with the [Utah Open Meetings Act \(Utah Code § 52-4-1 et seq.\)](#);
9. Exercise Board authority exclusively to perform legislative and judicial functions;
10. Encourage free expression of opinion and seek regular communication and feedback from the public;
11. Work toward consensus in Board decision making and foster respectful and civil working relationships with other Board members and with the superintendent and District staff while recognizing the value of diverse perspectives and differences of opinion; and
12. Strive to be effective educational leaders by participating in professional development, studying education issues, fulfilling assigned Board duties, building relationships with community organizations and leaders, communicating with constituents, and advocating for public education.

#### A. Board of Education Code of Ethics

1. Members of the Board may receive compensation for services and necessary expenses in accordance with [Utah Code § 53G-4-204](#). For purposes of Utah Retirement Systems (URS) coverage, however, duly elected members of the Board are classified as part-time employees and ineligible for URS benefits.
2. Members of the Board may not use their position, or information acquired by reason of their position, for any improper or unlawful purpose including substantially furthering personal economic interests or securing special privileges or benefits for themselves or others that would impair the members' independent judgement or interfere with the ethical performance of the members' duties in violation of [Utah Code, § 67-16-4](#).
  3. The Board will officially accept gifts and donations on behalf of the District; such acceptance, however, shall not obligate the Board to act in any way contrary to the best interests of students and the public. Further, the Board or its members shall not request, demand, or accept personally or on behalf of the District, a loan, donation, gift of substantial value, or an economic benefit

tantamount to a gift in violation of [Utah Code §§ 67-16-5 to 5.6](#)

4. The Board and its members shall not misappropriate or misuse public funds or resources and shall be responsible fiscal managers of public funds. Expenditure of public funds shall only be made in accordance with federal or state law and District policies.
5. Members of the Board shall disclose any compensation or any position (whether officer, director, agent, employee, or owner of a substantial interest) in any business entity that does business with or is subject to the regulations governing the District or other public agency in a sworn affidavit and file it with the state attorney general, the District, and any other agency involved in the business or transaction consistent with [Utah Code §§ 67-16-6 to 8](#). Further, members of the Board shall have no personal investments and/or conduct any business creating a substantial conflict of interest between Board members' private interests and their public duties in violation of [Utah Code § 67-16-9](#).
6. Members of the Board shall maintain the confidentiality of information obtained in executive session or other confidential information otherwise obtained in an official capacity.
7. Members of the Board have no individual authority to act on behalf of the Board and the Board only exercises its authority as a body by taking official action through voting in a duly scheduled Board meeting. Individual Members of the Board should not speak on behalf of the Board without prior Board approval.

Members of the Board shall abide by state and federal laws and District policies and refrain from personal or professional conduct that would bring censure, ridicule, damage, or reproach upon the Board or the District.

## **Disciplining Board Members**

If a member of the Board of Education violates the Code of Conduct or the ethical assurances outlined in [Board Policies 1034](#) and [1035](#), the board president and vice president will speak to that member about his or her responsibilities. If disruptive or destructive behavior occurs, the board may issue a formal reprimand by a vote of five members.

## **Policies Governing the Board**

Detailed information about the board's process of conducting meetings and other guidance around board operation can be found in [School Board Policy Article 1](#).

Links to other helpful resources, including specific citations to Utah Code, are included with the appropriate policy on the district's website.

# Guidelines and Parliamentary Motions

The following guidelines and examples have been taken from the Utah School Boards Association book titled *Coming to Order*, which is available on the USBA website. The Box Elder School District Board of Education appoints a Business Administrator who serves as the board's parliamentarian:

1. A board should agree on and adopt an agenda format that it will follow at regular meetings.
2. Action items on the agenda require:
  - a motion by a board member,
  - a second to the motion (required by most boards but not all),
  - a discussion of the motion by board members, and
  - a vote by board members.
3. Other than the consent agenda, each motion should be limited to one idea or issue.
4. No new motion may be made while another is being discussed.
5. A motion may be amended and votes on the amendments must be taken before acting on the original motion.
6. Before a vote on a main motion is taken, business can be interrupted by a motion:
  - to table the main motion,
  - to postpone action,
  - to refer the motion to a committee,
  - to withdraw it from consideration, or
  - to adjourn the meeting.

The subsidiary motions must be disposed of prior to action on the main motion.
7. Debate can be closed formally with a motion to move the question and a two-thirds affirmative vote.
8. When a Board member wishes to speak in board meeting, he/she should request to be recognized by the Board President before speaking. He/she may gain recognition by the President by raising a hand or speaking audibly, "Mr./Mrs. President". Once recognized the Board member should address the Board.
9. When the president senses the discussion has ended, a vote may be taken without a formal motion to close debate unless a member objects.
10. Some motions, such as a motion to adjourn, are not debatable. See the "Simplified Chart of Parliamentary Motions" on page 10.
11. Before a motion is voted upon, it should be repeated aloud.
12. The president, by virtue of membership on the board, is expected to vote on each issue before the board.

13. The president should indicate before each vote whether a simple or special majority is required.

14. The president should keep readily at hand a reference guide, such as the chart of parliamentary motions.

## Simplified Chart of Parliamentary Motions

Motion & Order of Precedence	You Say:	Debatable	Amendable	Vote Required
Adjourn	I move to adjourn	No	No	Majority
Recess	I move to recess for	No	No	Majority
Close Debate	I move the previous question	No	No	2/3
Postpone Definitely	I move to postpone the motion to	Yes	Yes	Majority
Refer to Committee	I move to refer the motion to	Yes	Yes	Majority
Amend the Amendment	I move to amend the amendment by	Yes	Yes	Majority
Amend or substitute	I move to amend the motion by	Yes	Yes	Majority
Main motion	I move to	Yes	Yes	Majority
Reconsider		Yes	Yes	Majority
Rescind		Yes	Yes	Majority (with notice)
Incidental Motions				
No order of precedence. Arise incidentally and decided immediately				
Point of Order (to enforce rules)	Point of Order	No	No	None

Parliamentary Inquiry	Parliamentary questions	No	No	None
Withdraw or Modify a Motion	I withdraw (or modify) my motion	No	No	Majority

## **Board Policies Relevant to Board of Education Legal Status, Responsibilities, and Ethics**

[Policy 1010 School Board’s Legal Status](#)

[Policy 1020 Board Power and Duties](#)

[Policy 1025 Administration Relations](#)

[Policy 1034 Board of Education Code of Conduct](#)

[Policy 1035 Board Member Commitments and Ethics](#)

[Policy 1036 Conflict of Interest: Board Member and Employee](#)

[Policy 1037 Employment/Assignment of Relatives \(Nepotism\) \(Reference - Utah Code 52-3\)](#)

## **Board Policies Relevant to School Board Meetings**

[Policy 1070 Board Meeting Procedures](#)

[Policy 1072 Board Meetings: Notice Requirements](#)

[Policy 1074 Board Meetings: Closed Meetings](#)

[Policy 1080 Board Committees](#)

[Policy 1090 Rules of Order](#)

[Policy 1100 Minutes](#)

[Policy 1110 Public Participation in Board Meeting](#)