BOARD OF EDUCATION
REGULAR SCHOOL BOARD MEETING
Detailed Agenda
Wednesday, June 10, 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. **Budget Hearing - 6:30 p.m.** **4**

C. **Administrative - 7:45 p.m.**

1. **Call to Order**
Tiffani Summers, Board President
2. **Reverence**
Heidi Jo West, Assistant Superintendent of Elementary Teaching & Learning
3. **Flag Salute/Pledge of Allegiance**
Tiffani Summers, Board President
4. **Recognitions**
Heidi Jo West, Assistant Superintendent of Elementary Teaching & Learning
   a. Tiane Noorda, BEHS Student - Utah's Best High School Journalist of the Year for the 2025-26 school year by the Utah College Media Association (UCMA)
   b. Box Elder High School Girls Track - State Girls Track Champions for the 2025-26 year

D. **Approval of Agenda - 7:55 p.m.**

E. **Swear in New Superintendent, Keith Mecham 8:00 p.m.** **43**
Neil Stevens, Business Administrator

F. **Public Comment - 8:05 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.

G. **Second Public Comment on K-5 Math Curriculum Adoption - 8:35 p.m.**
Jamie Kent, Director of Public Relations and Math & Science Specialist

H. **Action Items - 8:40 p.m.**

1. **Approval of 2026-2027 Budget** **45**
Neil Stevens, Business Administrator
2. **Approval of 2026-2027 Tax Rates** **46**
Neil Stevens, Business Administrator
3. **Approval of Independent Auditors** **47**
Neil Stevens, Business Administrator
4. **Pick-up Contributions for Members of Contributory Retirement System** **48**
Neil Stevens, Business Administrator
5. **Consideration of a resolution authorizing the execution and delivery certain leases, agreements and documents required in connection with the leasing of certain property and improvements, including an addition to Discovery Elementary, a new elementary school in Tremonton and of property and improvements to serve as security during construction thereof; approving Certificates of Participation in an amount not to exceed $55,000,000 that evidence interests in annually appropriated lease payments to made by the Board and that finance the addition and new elementary school; and providing for related matters.** **49**
Neil Stevens, Business Administrator
6. **Tentative Ratification of Negotiated Agreement with BEESPA, BEEA, and BEAA** **293**

Coerina Fife, Executive Director of Personnel and Title IX

7. **Declaration of Open Enrollment Schools** **296**

Megan Bushnell, Student Services Director

8. **Approval of K-5 Math Curriculum Adoption** **298**

Heidi Jo West, Assistant Superintendent of Elementary Teaching & Learning

9. **Approval of Amendment to TSSA Framework** **300**

Heidi Jo West, Assistant Superintendent of Elementary Teaching & Learning

10. **Approval of TSSA Plans** **303**

Keith Mecham & Heidi Jo West, Assistant Superintendents of Curriculum

I. **Information Items** - **9:10 p.m.**

1. **Fraud Risk Assessment** **378**

Neil Stevens, Business Administrator

2. **Monthly Financial Report** **382**

Neil Stevens, Business Administrator

3. **Board Committee Reports**

a. **Pre-Delegate Assembly Report**

Julie Taylor, Board Member

b. **Audit Committee Report**

Wade Hyde, Julie Taylor, and Bryan Smith, Board Members

c. **Legislative Audit**

Steve Carlsen, Superintendent

4. **May Employee Appreciation**

a.

May	Teacher	Support
BRHS	Pete Watkins	Cheryl Howe
BRMS	Dawn Richards	Nick Nessen
ACHI	Scott Trayhorn	Dave Polson
BEHS	Andrew Larson	Kristy Yates
BEMS	Leslie Garbanati	Kristen Bakker
ACYI	Jake Lott	Kellie Anderson
Sunrise	Heather Watts	Jorge Garcia
Century	Amelia Ward	Mindy Salisbury
Discovery	Lori Korth	Samantha Zortman
Fielding	Dawnell Ticarich	Tanara More
Garland	Jenny Marble	Alicia Porritt
Golden Spike	Carol Larson	Ayoko Warner
Lake View	Heidi Jensen	Emma Porter
McKinley	Shaunie Owen	Cami Walker
North Park	Brianna Loveland	Shelli Jensen
Three Mile Creek	Bradi Holder	Nicole White
Willard	Rachael Barker	Virginia Newman
Western	N/A	Maci Kunzler Tiffany Edgington

J. **Policy Review** - **9:30 p.m.**

1. **First Reading**
    a. Policy 1250 Professional Learning Communities 390
    b. Policy 3038 Highly Needed Educator Salary Supplement 391
    c. Policy 3091 Postpartum and Parental Leave 394
    d. Policy 3108 Certificated: Educator's Hours and Teaching Load 398
    e. Policy 3114 Certificated: Transfers and Reassignments 401
    f. Policy 3122 Certificated: Insurance 405
    g. Policy 3124 Certificated: Retirement 407
    h. Policy 3126 Certificated: Sickness, Absences and Leaves 410
    i. Policy 3208 ESP: Fringe Benefits and Leave of Absence 422
    j. Policy 3210 ESP: Retirement 435
    k. Policy 3300 Administrative: Personnel Selection 438
    l. Policy 4050 Grades 6-8 Middle Level General Core Requirements 441
2. **Second Reading**
    a. Policy 3044 Orderly School Termination for Employees 445

K. **Consent Items** - **9:40 p.m.**
1. **Minutes** **458**
2. **Claims** **470**
3. **Personnel** **485**
4. **150 Mile Trip Request** **489**

L. **Suggestions for Future Board Meetings** - **9:45 p.m.** **491**

M. **Upcoming Events**
1. Sunrise Graduation - Thursday, June 11, 2026 @ 8:00 p.m. at BEHS Football Field

N. **Board Handbook** **493**

O. **Superintendent Carlsen Comments**
Steve Carlsen, Superintendent

P. **Adjournment** - **9:50 p.m.**

The next meeting of the Board of Education will be held on Wednesday, July 8, 2026, with a Work Session at 2:00 and a Regular Session at 6:30 p.m., at the Independent Life Skills Center, 960 S Main St, Brigham City, Utah.

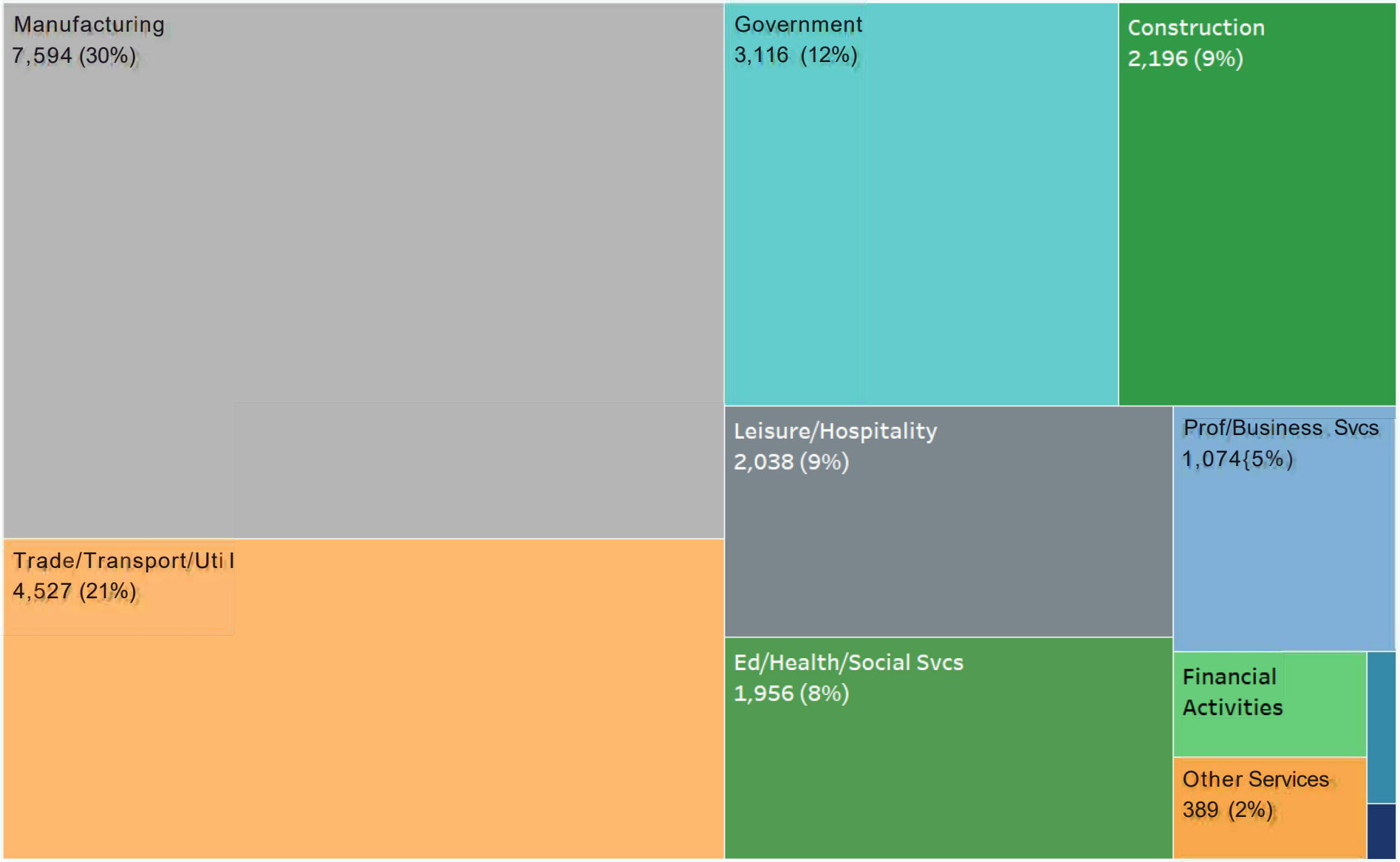
Box Elder School District

FY26 Final Budget

FY27 Tentative Budget

County Economics

Employment Share 12 Months ending December 2025**



Wages in Manufacturing Dominate Local Payrolls

Average hourly wage equates to roughly **$50/hour (annual $108K)**, well above the county's median wage at $61,200 and the highest of any sector in the county.

High wage reflects high skill/education (engineers) as well as from machinists, welders, and technicians that make $25-35/hour plus overtime.'

Wage premium draws workers from neighboring counties; explains disproportionate share of total county payroll.

U.S. Census, 2023 5-Year ACS - https://datausa.io/profile/geo/box-elder-county-

Labor Markets

September/December 2025

Box Elder County

2.5%
Job growth rate

3.8%
Unemployment rate

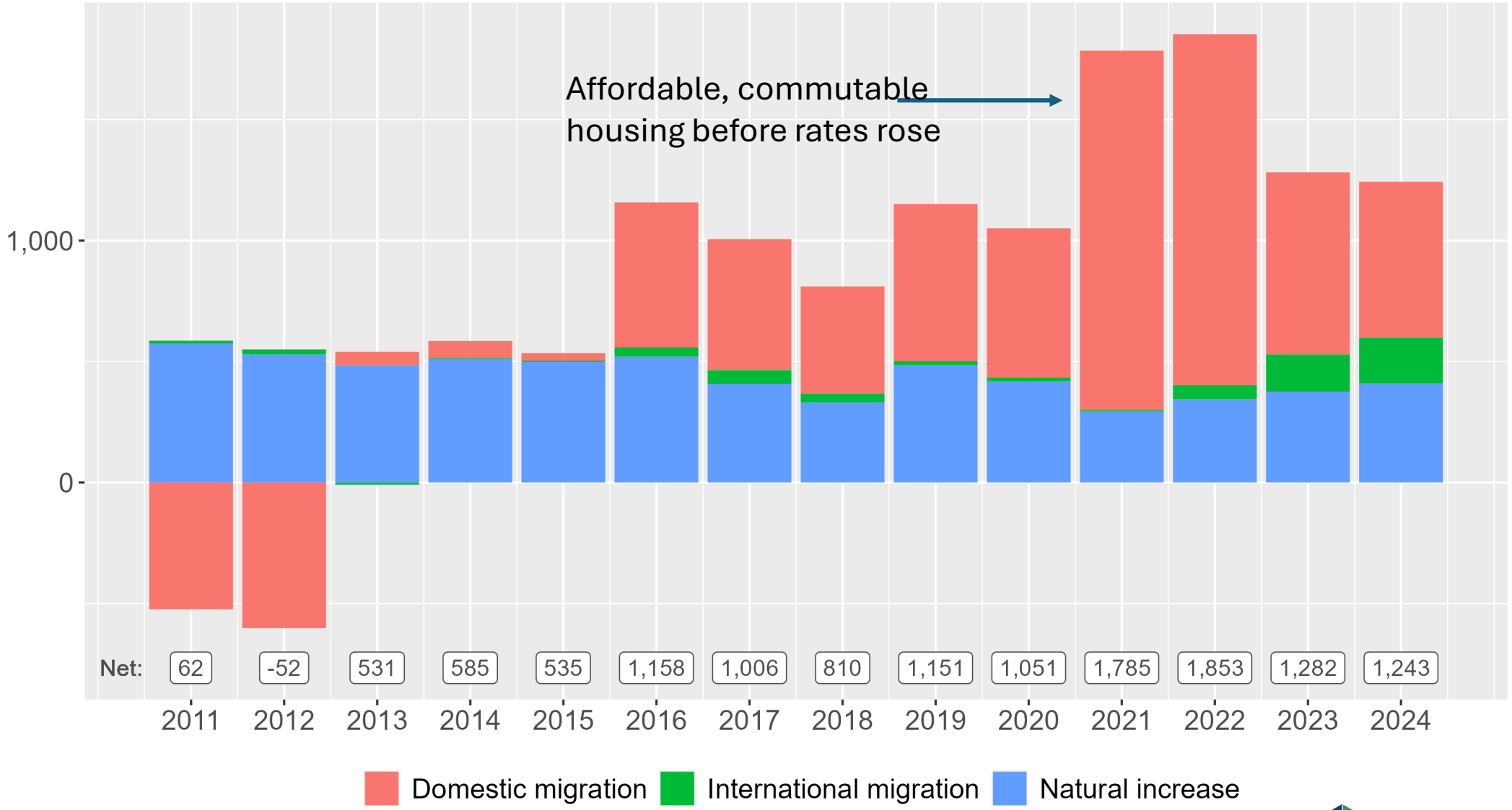
State of Utah

1.5%
Job growth rate

3.6%
Unemployment rate

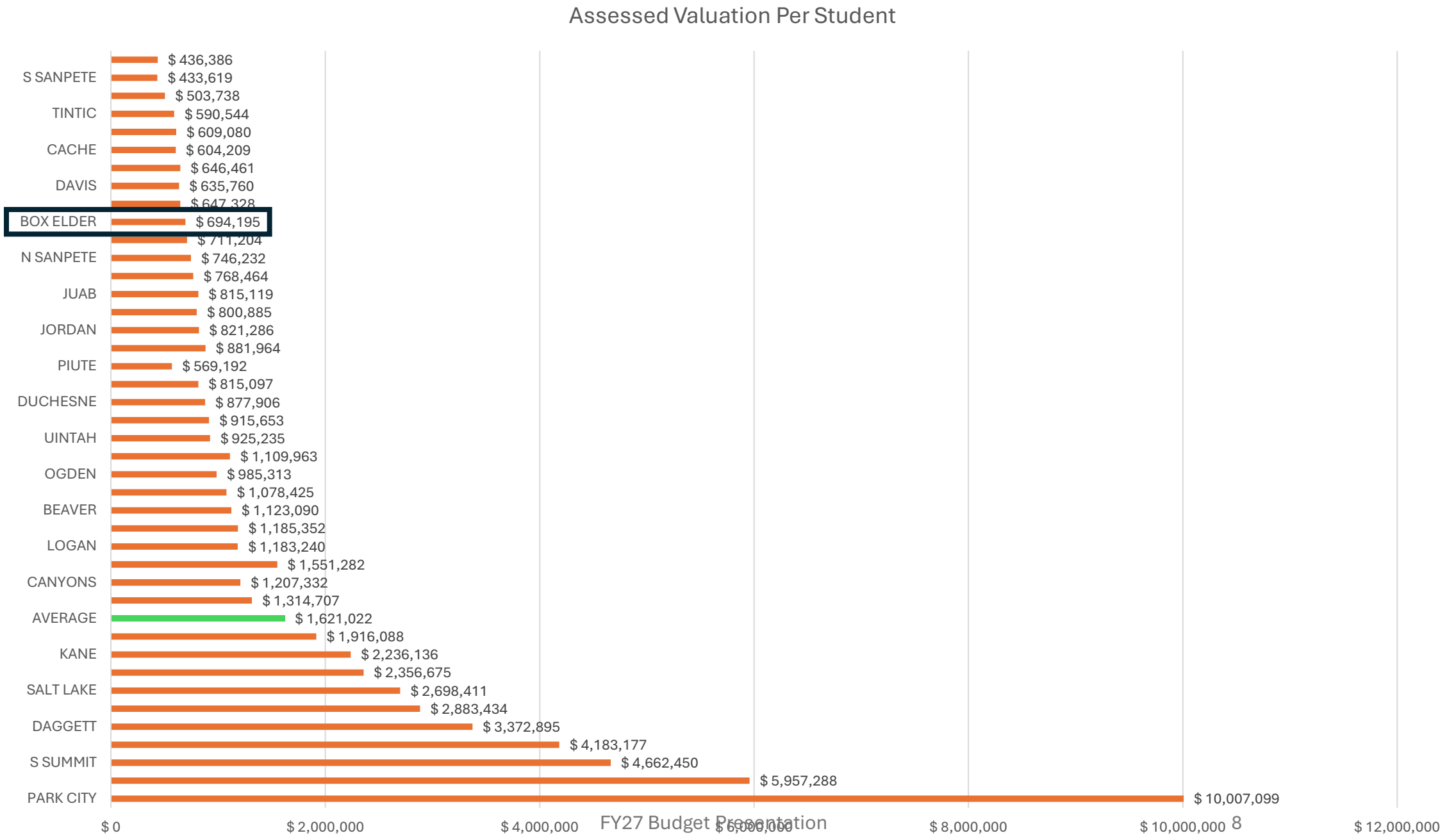
Source: Utah Department of Workforce Services

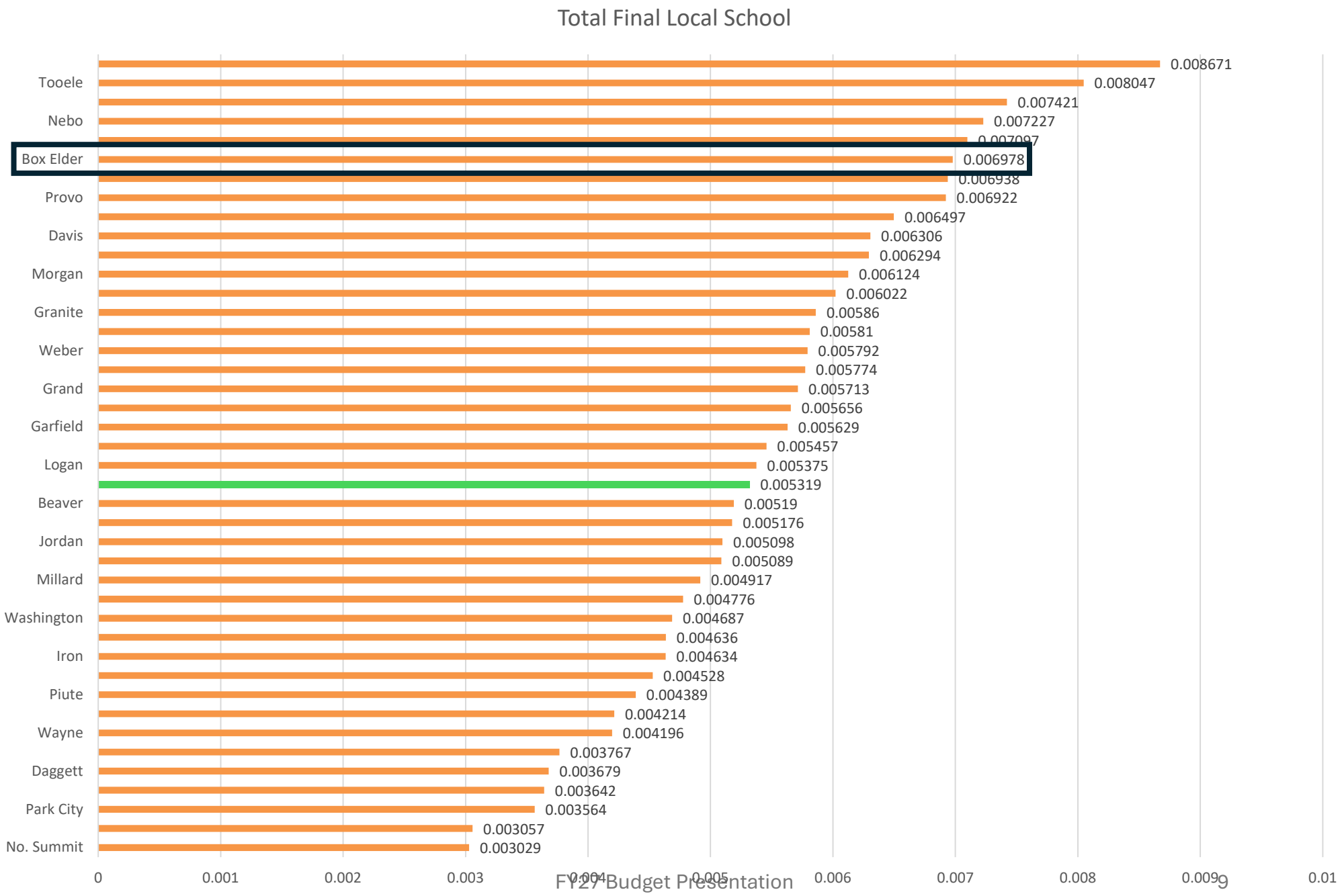
Box Elder County: Components of population change

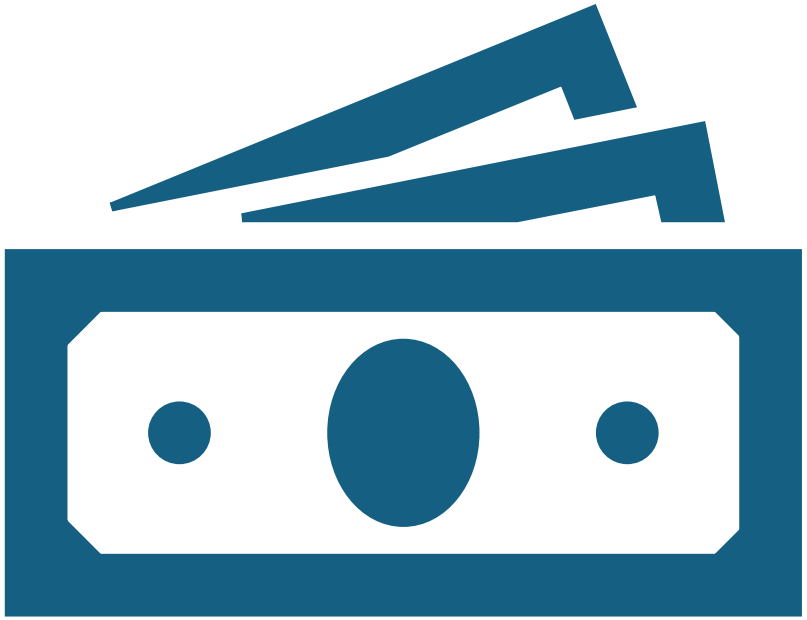


Source: U.S. Census Bureau, Population Division

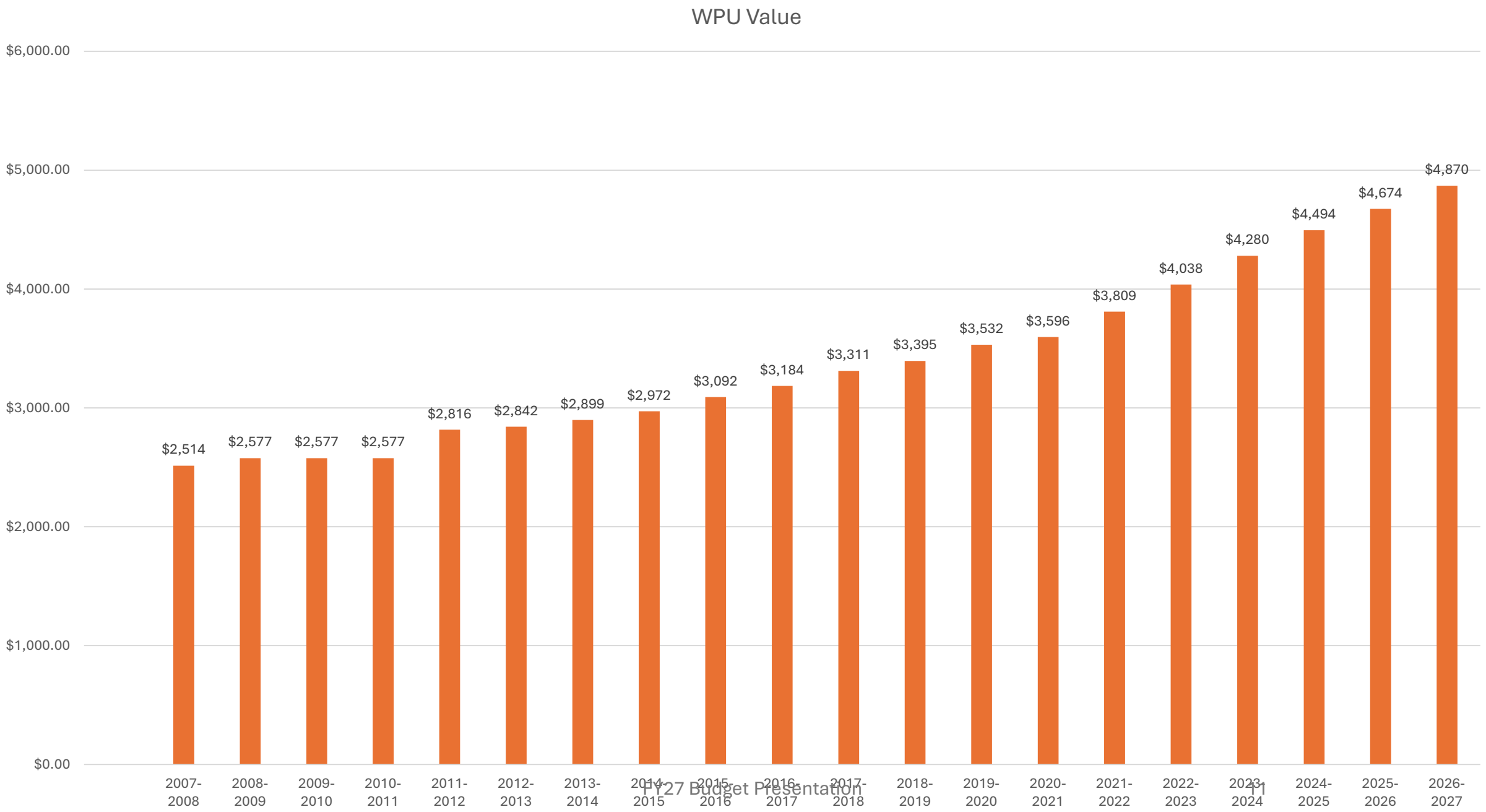
Property Type Mix By Valuations
50,000,000,000
45,000,000,000
40,000,000,000
35,000,000,000
30,000,000,000
25,000,000,000
20,000,000,000
15,000,000,000
10,000,000,000
5,000,000,000
-
Box Elder School District
Logan City School District
Cache County School District
Ogden City School District
Weber School District
Davis School District
Student Population
Primary Residential Land
Secondary Residential Land
Commerical Land
Greenbelt Land
Vacant Land
Primary Residential Buildings
Secondary Residential Buildings
Commerical Buildings
Agricultural Buildings
Primary Residential Mobile Home
Secondary Residential Mobile Home
Other Business Property
Centrally Assessed Property

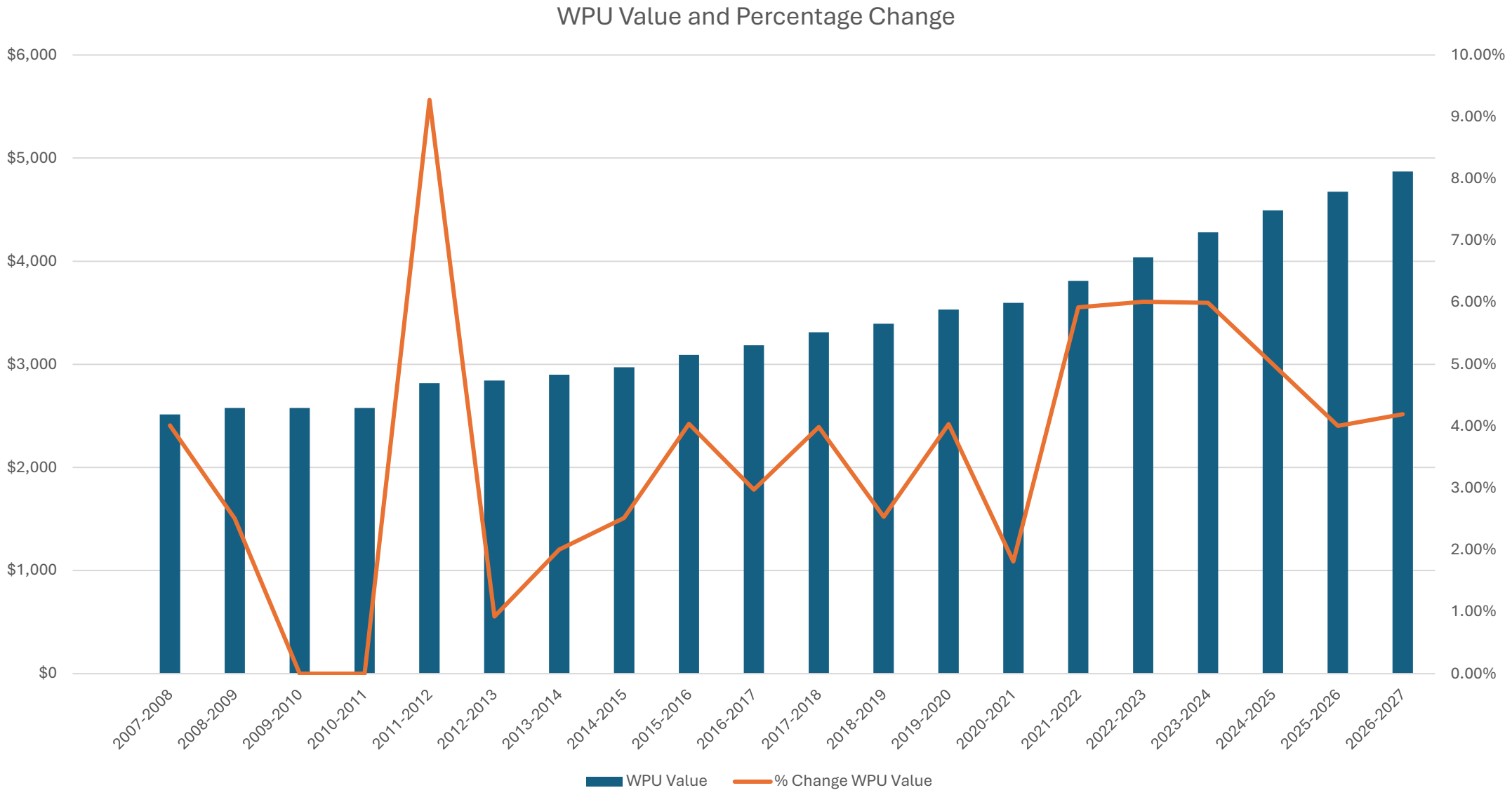

Assessed Valuation Per Student
S SANPETE
TINTIC
CACHE
DAVIS
BOX ELDER
N SANPETE
JUAB
JORDAN
PIUTE
DUCHESNE
UINTAH
OGDEN
BEAVER
LOGAN
CANYONS
AVERAGE
KANE
SALT LAKE
DAGGETT
S SUMMIT
PARK CITY
$ 436,386
$ 433,619
$ 503,738
$ 590,544
$ 609,080
$ 604,209
$ 646,461
$ 635,760
$ 647,328
$ 694,195
$ 711,204
$ 746,232
$ 768,464
$ 815,119
$ 800,885
$ 821,286
$ 881,964
$ 569,192
$ 815,097
$ 877,906
$ 915,653
$ 925,235
$ 1,109,963
$ 985,313
$ 1,078,425
$ 1,123,090
$ 1,185,352
$ 1,183,240
$ 1,551,282
$ 1,207,332
$ 1,314,707
$ 1,621,022
$ 1,916,088
$ 2,236,136
$ 2,356,675
$ 2,698,411
$ 2,883,434
$ 3,372,895
$ 4,183,177
$ 4,662,450
$ 5,957,288
$ 10,007,099
$ 0
$ 2,000,000
$ 4,000,000
$ 6,000,000
$ 8,000,000
$ 10,000,000
$ 12,000,000

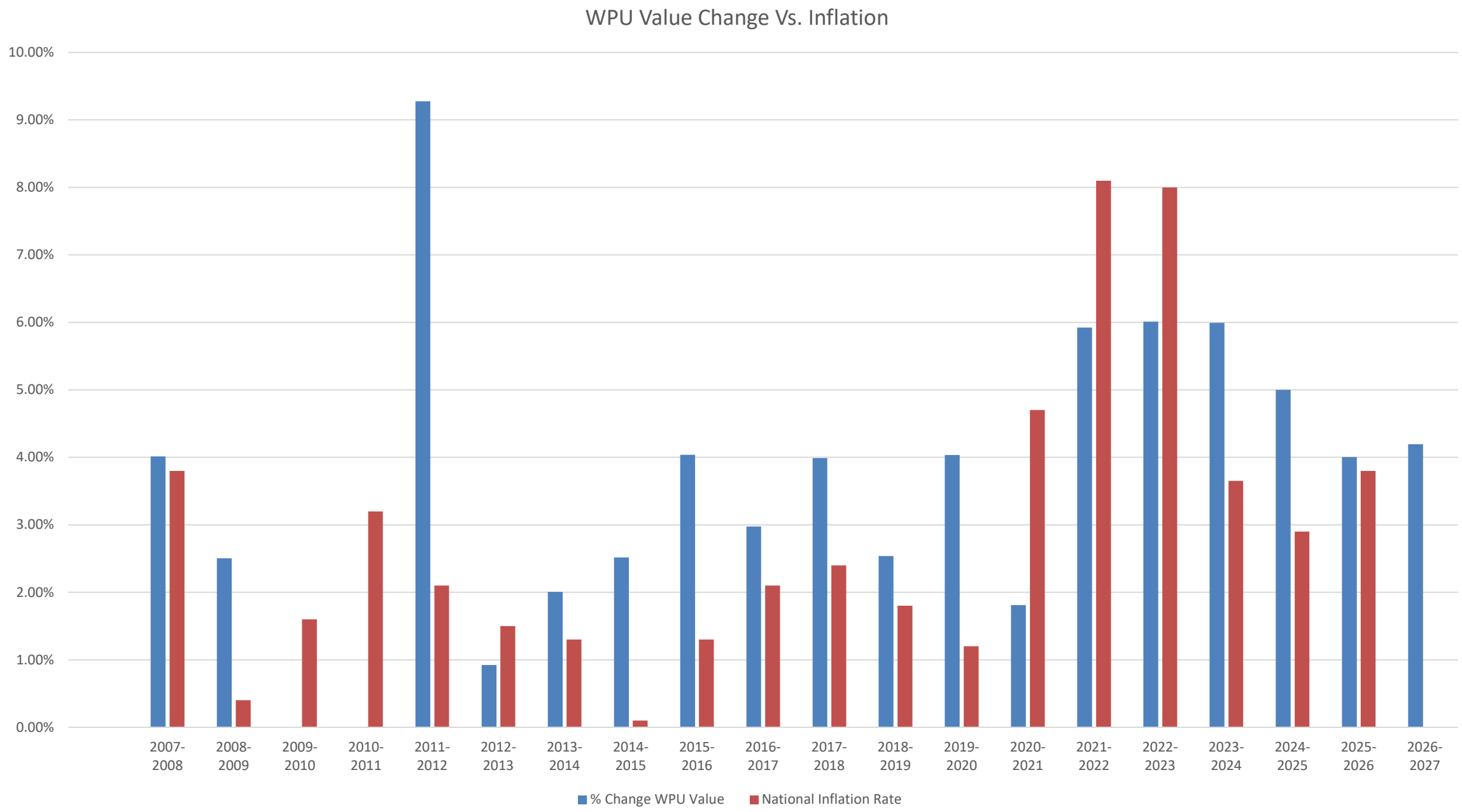

Total Final Local School
Tooele 0.008671
Nebo 0.008047
0.007421
0.007227
0.007097
Box Elder 0.006978
0.006938
Provo 0.006922
0.006497
Davis 0.006306
0.006294
Morgan 0.006124
0.006022
Granite 0.00586
0.00581
Weber 0.005792
0.005774
Grand 0.005713
0.005656
Garfield 0.005629
0.005457
Logan 0.005375
0.005319
Beaver 0.00519
0.005176
Jordan 0.005098
0.005089
Millard 0.004917
0.004776
Washington 0.004687
0.004636
Iron 0.004634
0.004528
Piute 0.004389
0.004214
Wayne 0.004196
0.003767
Daggett 0.003679
0.003642
Park City 0.003564
0.003057
No. Summit 0.003029
0
0.001
0.002
0.003
0.004
0.005
0.006
0.007
0.008
0.009
0.01



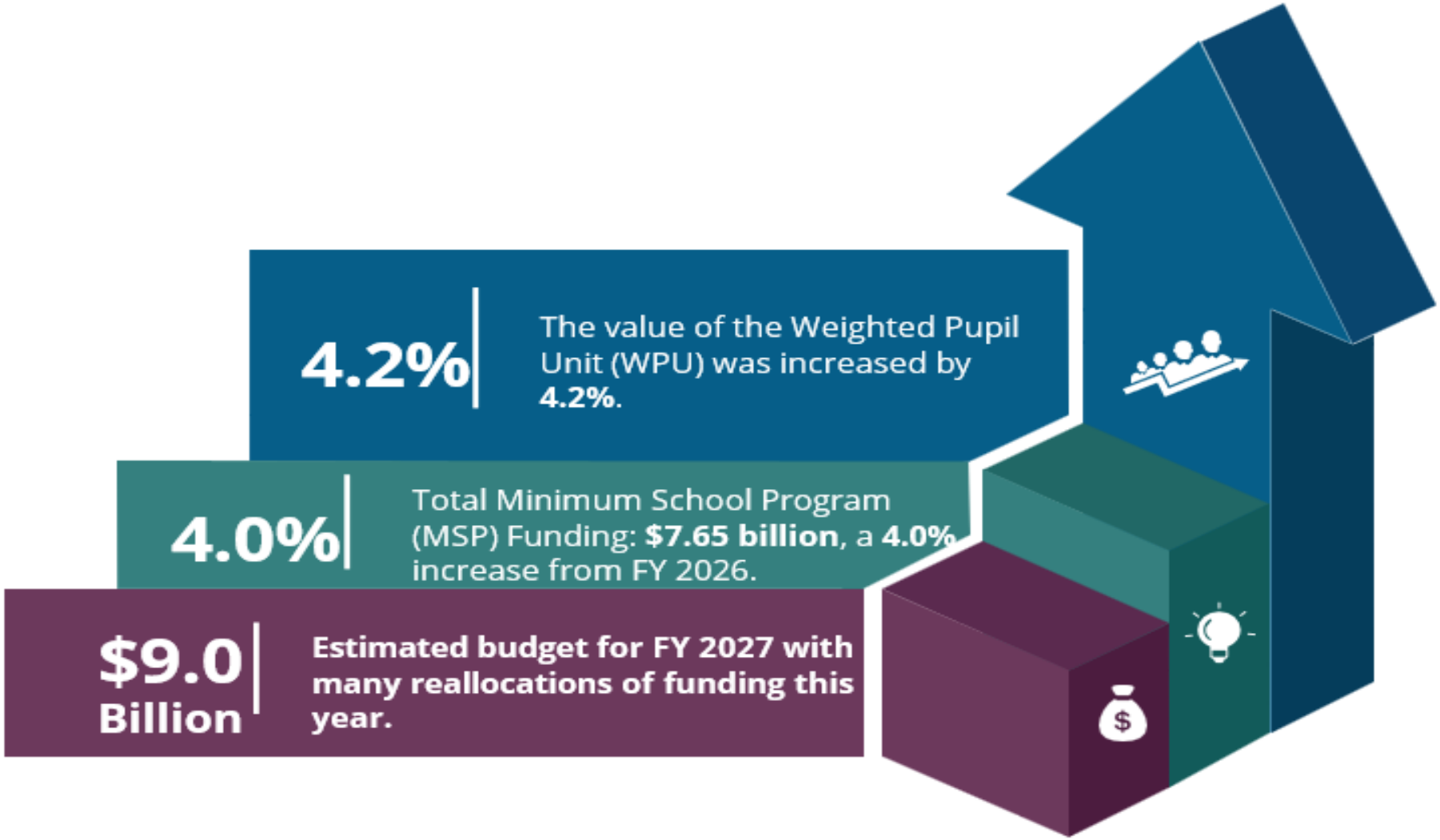
WPU Value Overview


WPU Value
$6,000.00
$5,000.00
$4,000.00
$3,000.00
$2,000.00
$1,000.00
$0.00
$2,514
$2,577
$2,577
$2,577
$2,816
$2,842
$2,899
$2,972
$3,092
$3,184
$3,311
$3,395
$3,532
$3,596
$3,809
$4,038
$4,280
$4,494
$4,674
$4,870
2007-2008
2008-2009
2009-2010
2010-2011
2011-2012
2012-2013
2013-2014
2014-2015
2015-2016
2016-2017
2017-2018
2018-2019
2019-2020
2020-2021
2021-2022
2022-2023
2023-2024
2024-2025
2025-2026
2026-2027


WPU Value and Percentage Change
$6,000
$5,000
$4,000
$3,000
$2,000
$1,000
$0
10.00%
9.00%
8.00%
7.00%
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
2007-2008
2008-2009
2009-2010
2010-2011
2011-2012
2012-2013
2013-2014
2014-2015
2015-2016
2016-2017
2017-2018
2018-2019
2019-2020
2020-2021
2021-2022
2022-2023
2023-2024
2024-2025
2025-2026
2026-2027
WPU Value
% Change WPU Value


WPU Value Change Vs. Inflation
10.00%
9.00%
8.00%
7.00%
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
2007-2008
2008-2009
2009-2010
2010-2011
2011-2012
2012-2013
2013-2014
2014-2015
2015-2016
2016-2017
2017-2018
2018-2019
2019-2020
2020-2021
2021-2022
2022-2023
2023-2024
2024-2025
2025-2026
2026-2027
% Change WPU Value
National Inflation Rate

Numbers at a Glance



Notable Education Stabilization Funding Distribution

Student At-Risk Add-On
$24.8 Million *Ongoing*

APEX Center
$35 Million *One-Time*

Grow Your Own
Teacher Pipeline
$5 Million *One-Time*

STEM Endorsements
$3.6 Million *One-Time*

Notable Education Funding Highlights

Educator Support

MASTER Teacher Program
$2.4 Million
One-Time

Educator Professional Time
$78.3 Million
One-Time

Teacher Supplies and Materials
$8.8 Million *One-Time*
$5.5 Million *Ongoing*

Rural Student Support

Rural Schools Athletic Facilities Grant
$5 Million
One-Time

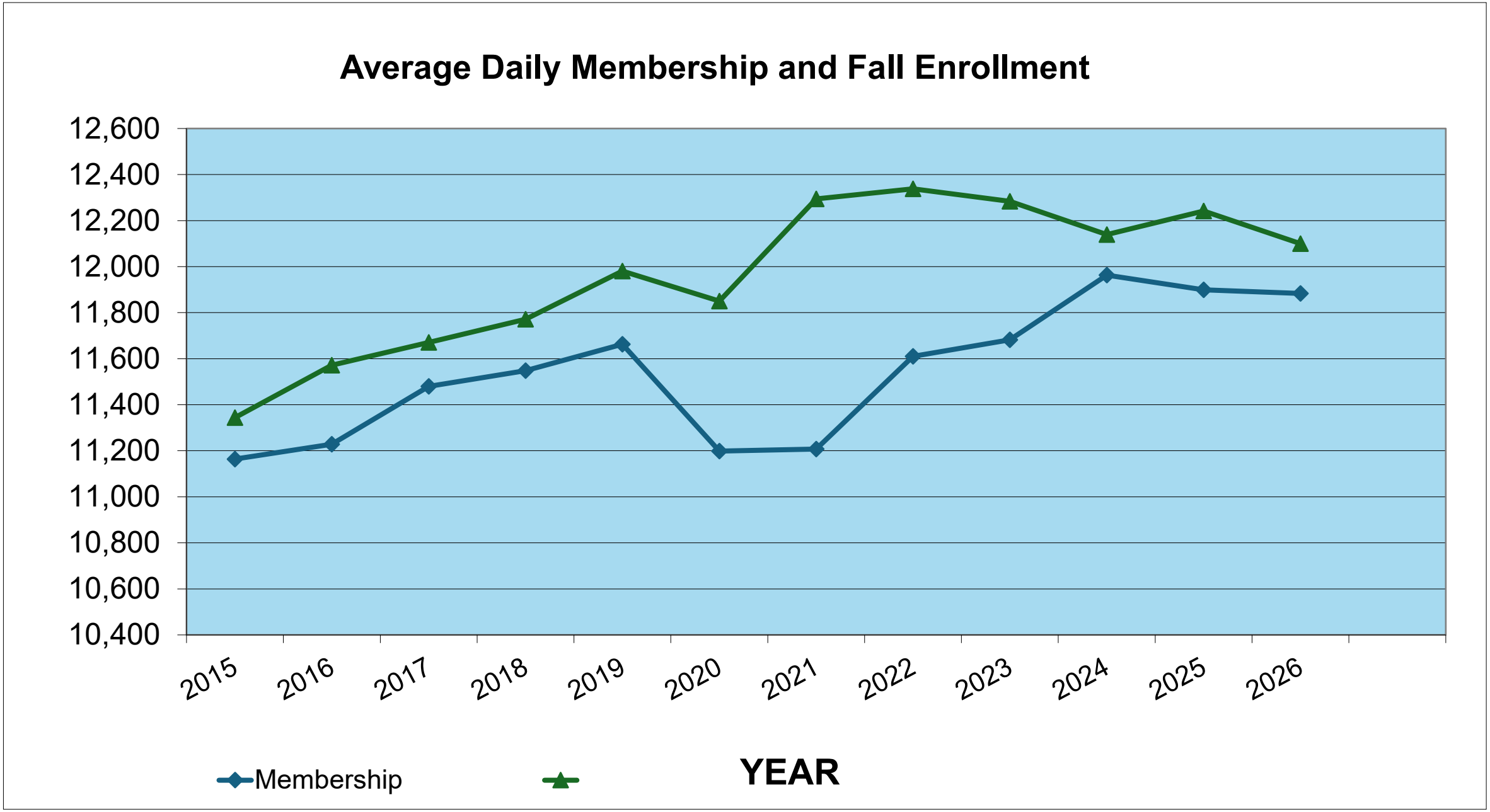
Necessarily Existent Small Schools
$68.4 Million
Ongoing

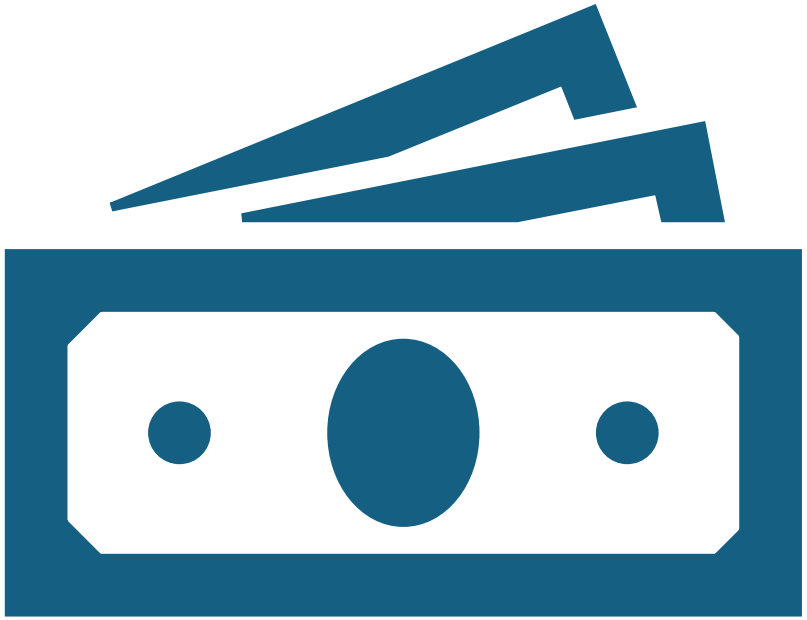
Program Funding

Catalyst/APEX Funding
$100 Million
One-Time

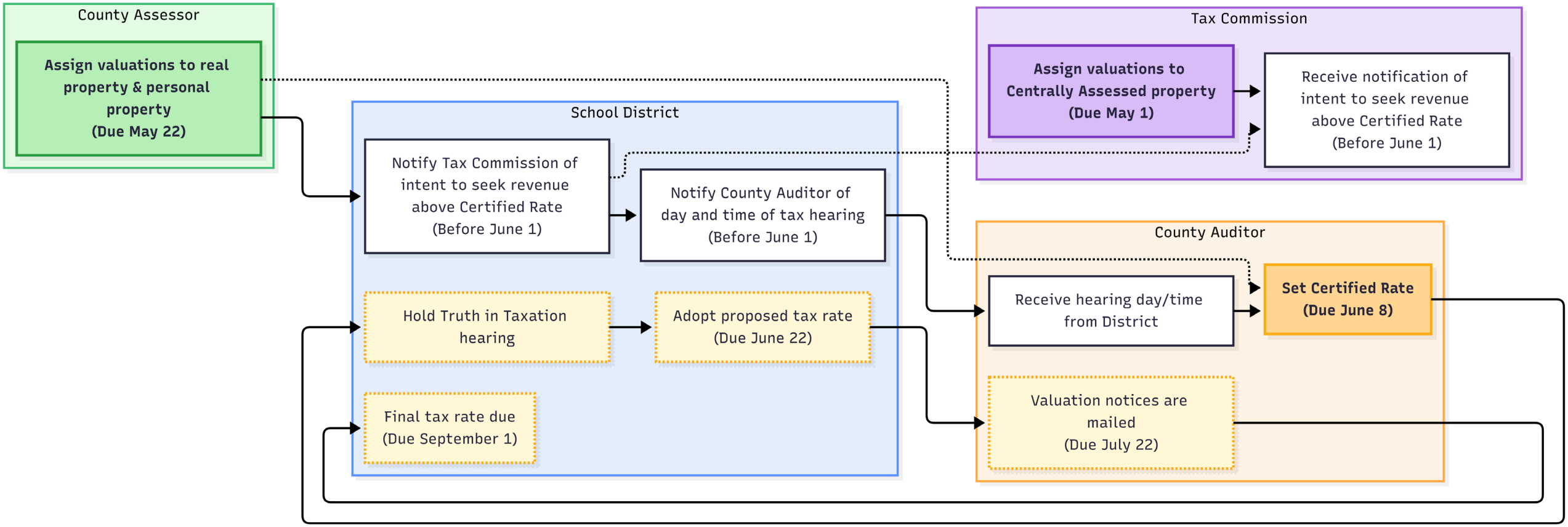
Reduced Price School Lunch
$2.5 Million
One-Time

Early Literacy
$25 Million
Ongoing

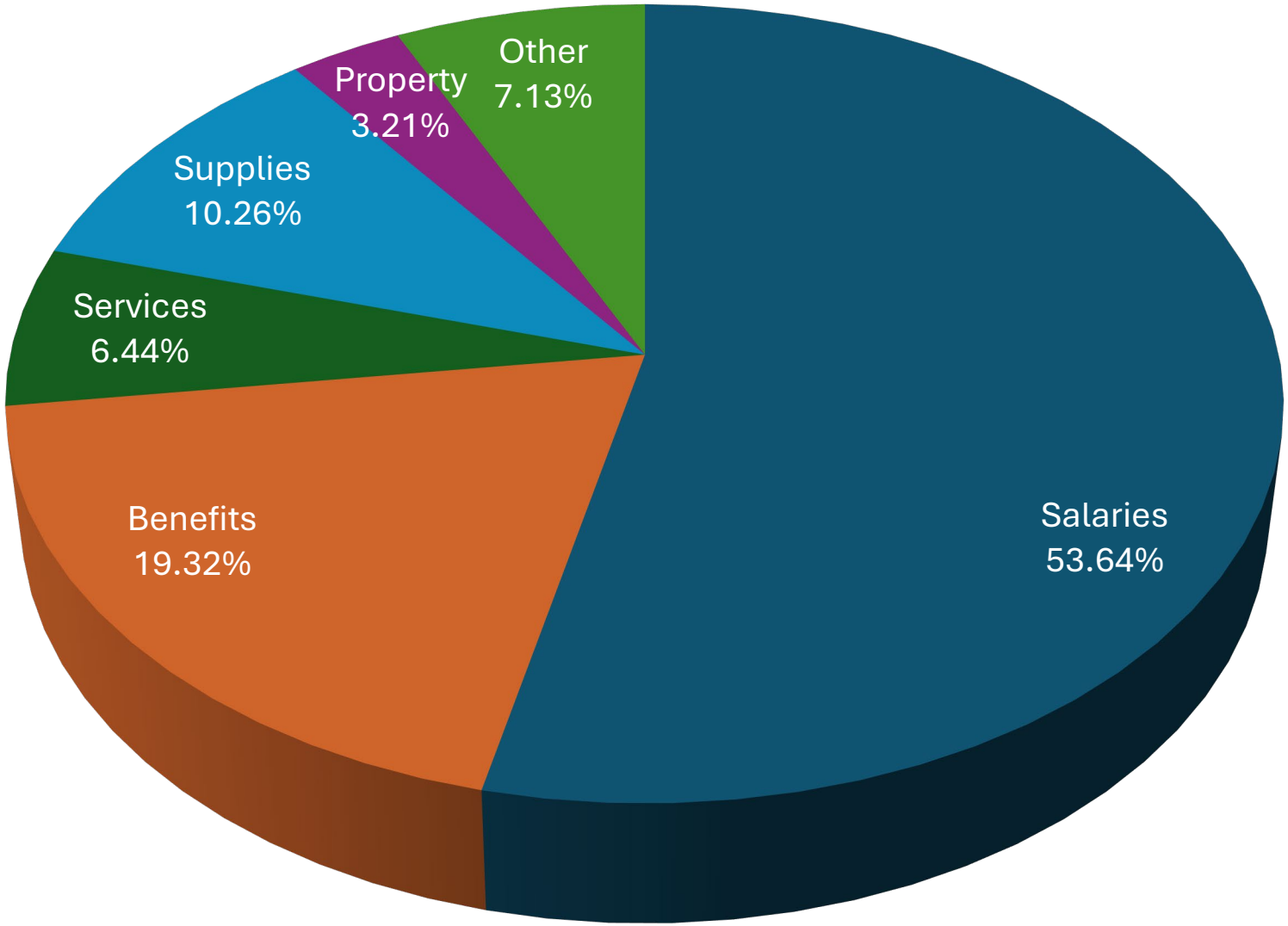

Average Daily Membership and Fall Enrollment
12,600
12,400
12,200
12,000
11,800
11,600
11,400
11,200
11,000
10,800
10,600
10,400
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
YEAR
Membership



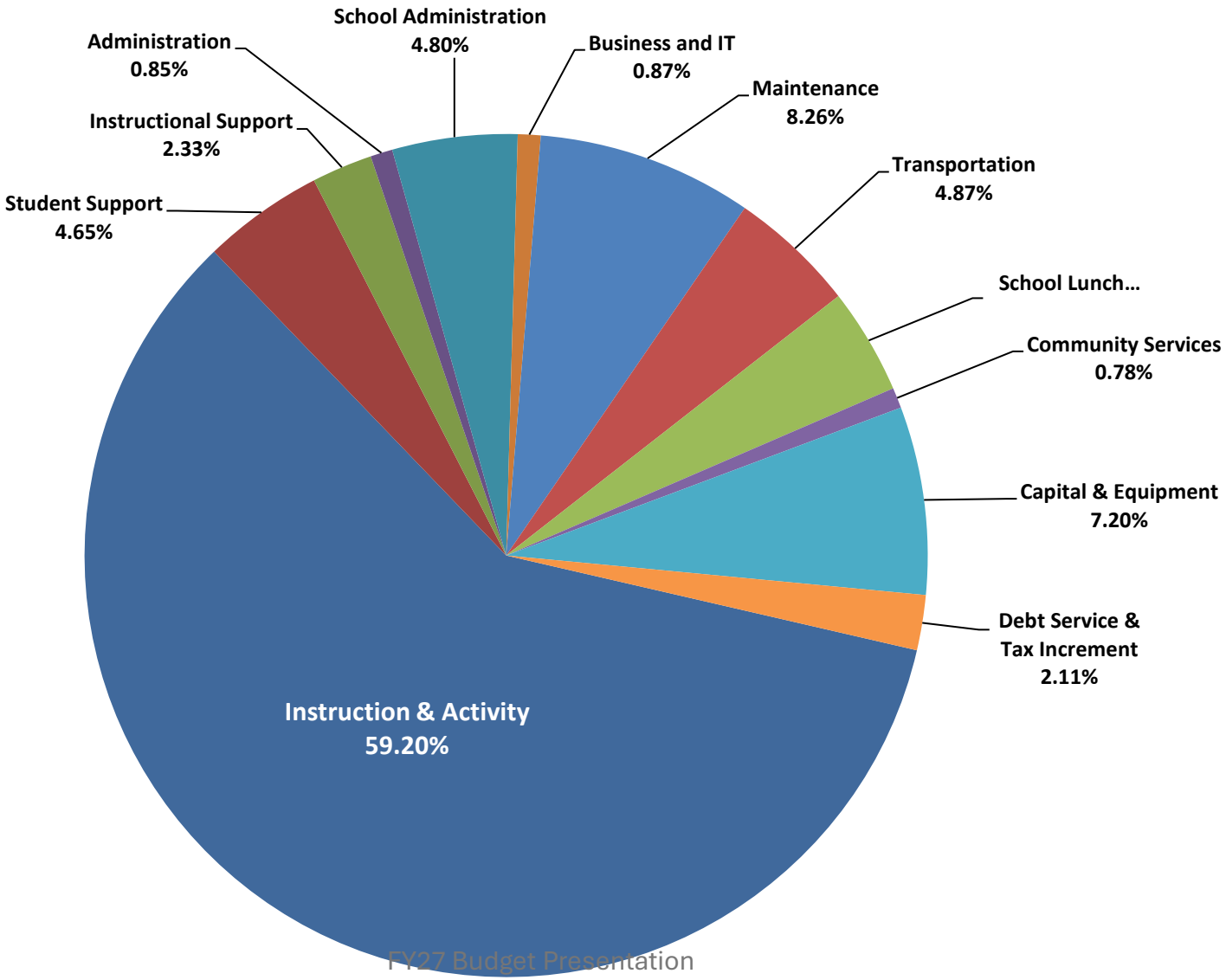
District Finances


County Assessor
Assign valuations to real property & personal property (Due May 22)
Tax Commission
Assign valuations to Centrally Assessed property (Due May 1)
Receive notification of intent to seek revenue above Certified Rate (Before June 1)
School District
Notify Tax Commission of intent to seek revenue above Certified Rate (Before June 1)
Notify County Auditor of day and time of tax hearing (Before June 1)
Hold Truth in Taxation hearing
Adopt proposed tax rate (Due June 22)
Final tax rate due (Due September 1)
County Auditor
Receive hearing day/time from District
Set Certified Rate (Due June 8)
Valuation notices are mailed (Due July 22)

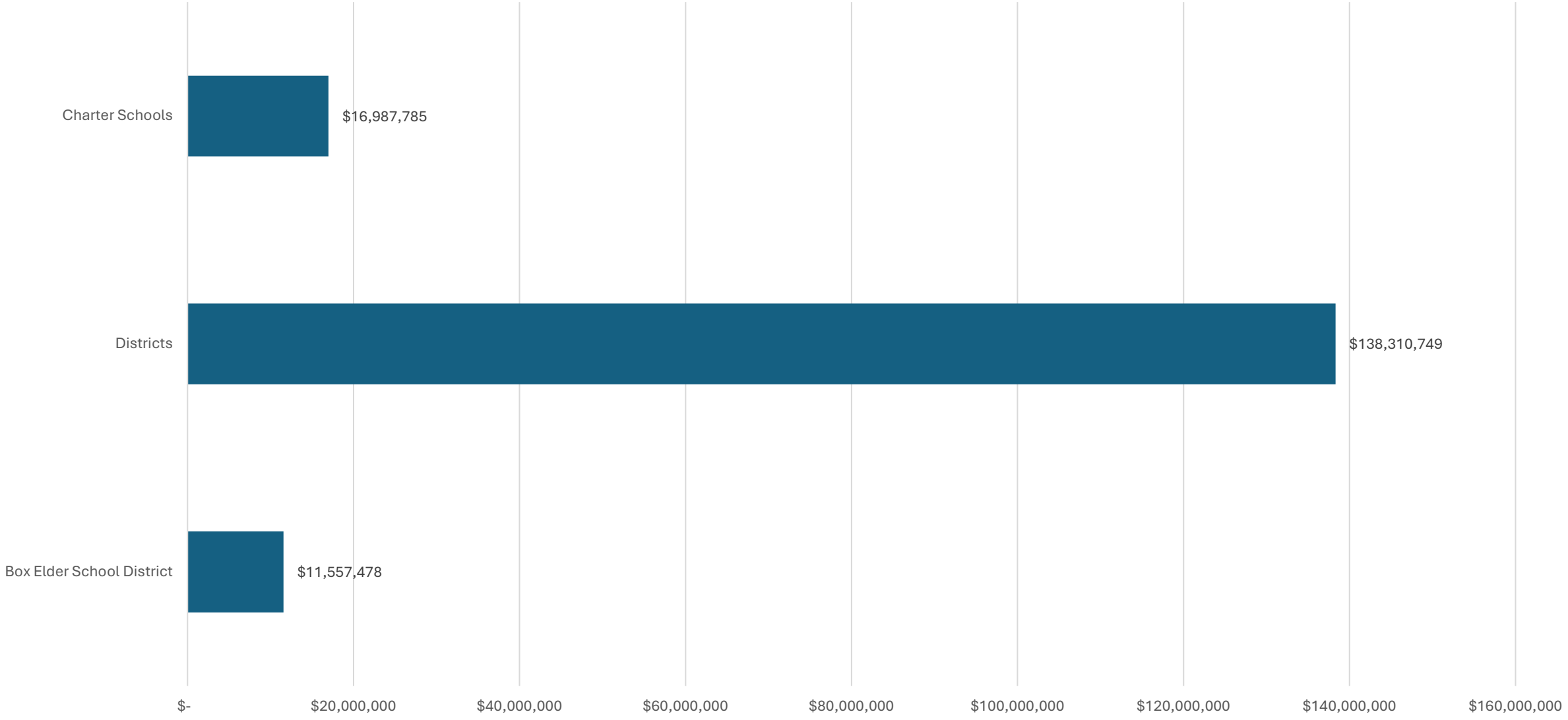
Box Elder School District
Expense Type
All Funds 2026



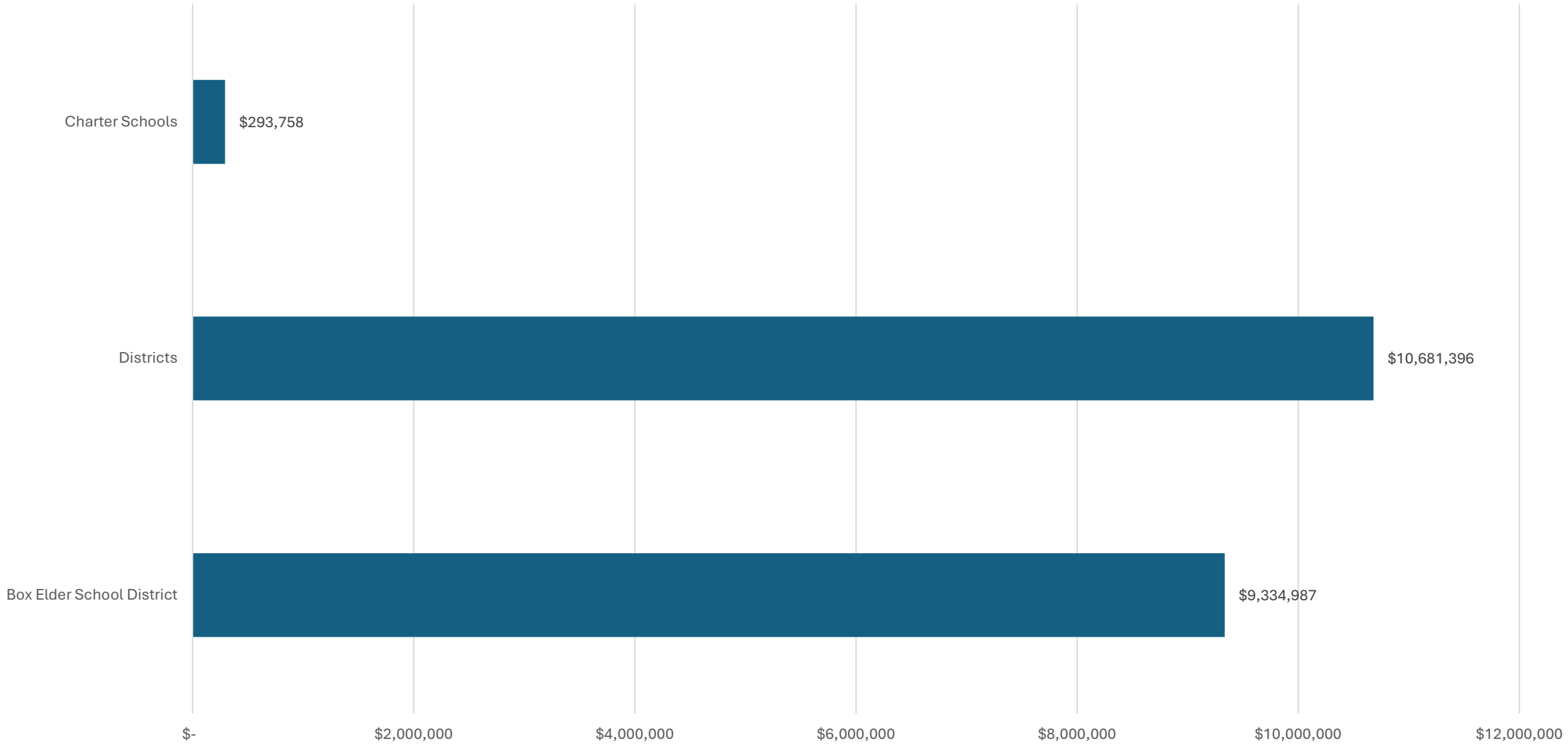
Function Breakdown
Total Expenditures
FY 2026



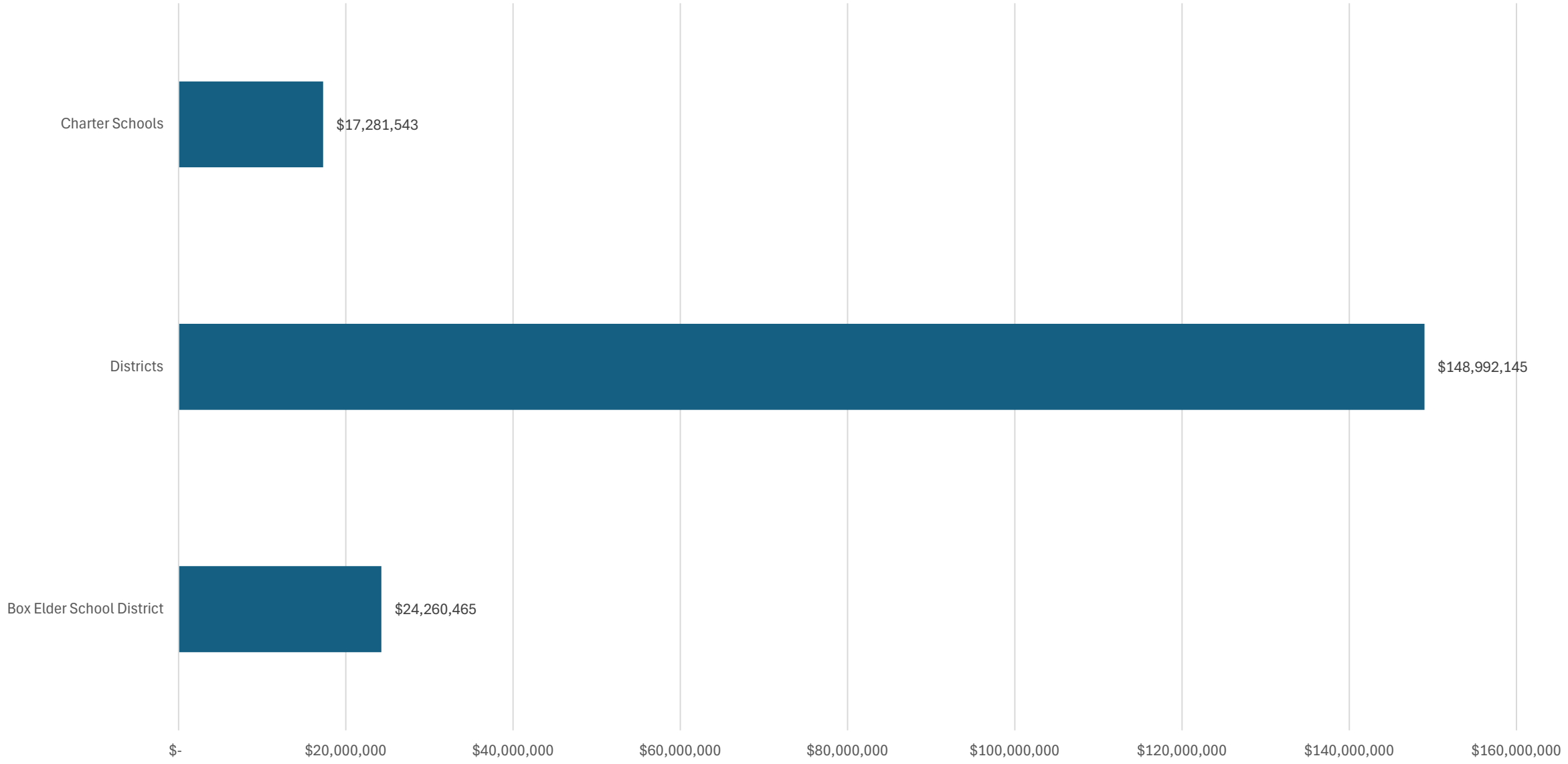
Total Bonds Outstanding As Of 6/30/2025



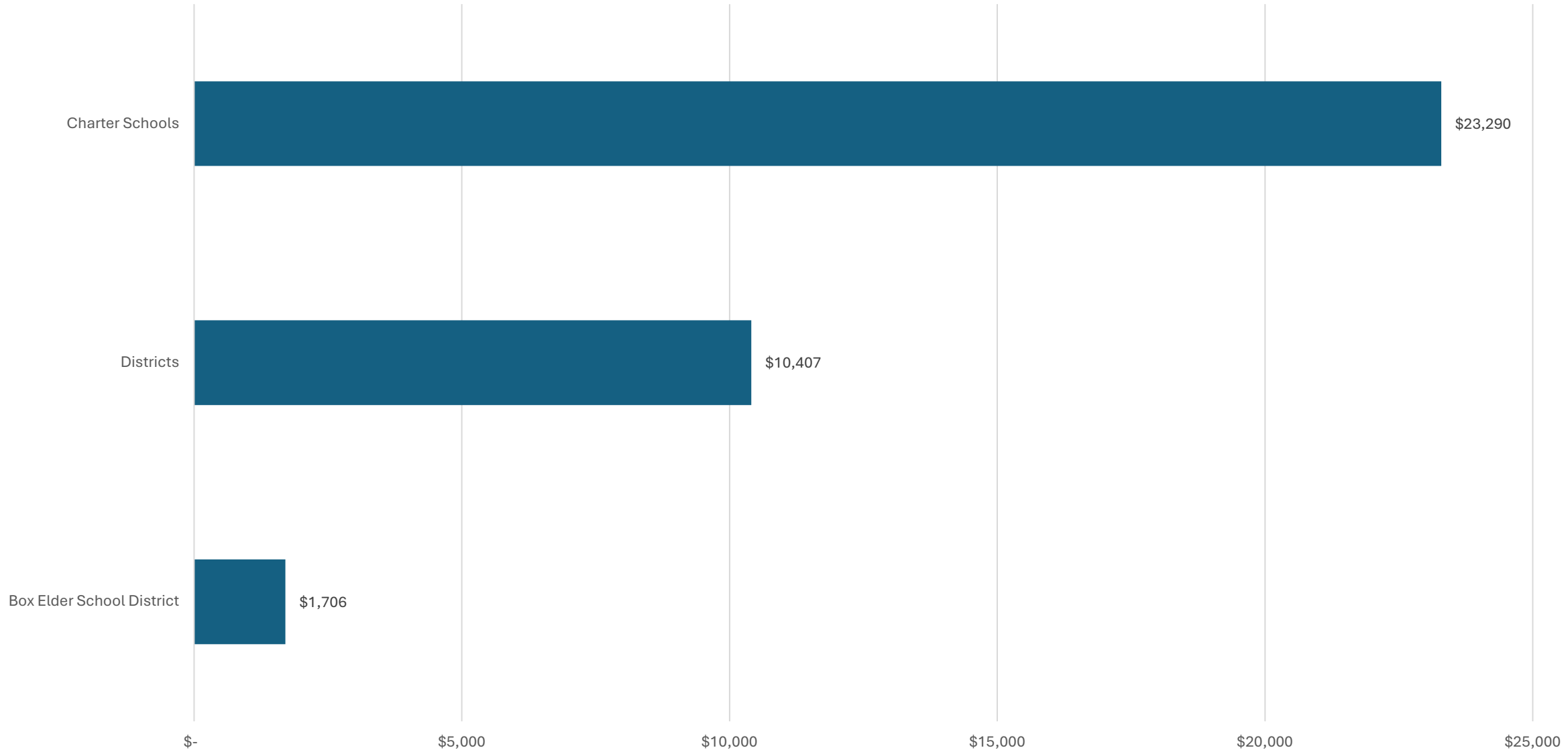
Other Capital Debt As Of 6/30/2025



Total Debt As Of 6/30/2025



Total Debt Per Student As Of 6/30/2025



FY26 Fund Beginning Balances

Maintenance and Operations - $28 million

School Activity - $4.1 million

Debt Service - $6.4 million

Capital - $28 million

Food Service - $4.1 million

FY26 Fund Estimated Ending Balances

Maintenance and Operations - $29.7 million

School Activity - $3.9 million

Debt Service - $5.8 million

Capital - $31.08 million

Food Service - $1.8 million

FY26 Minimum School Program Funding Comparisons

I: BASIC SCHOOL PROGRAMS:	FY25 Final	FY26 Estimates	FY26 Final	FY25 to FY26 Estimates Changes	FY26 Estimates to FY26 Final Changes	Net Increase from FY25
A: REGULAR BASIC SCHOOL PROGRAMS						
Grades K-12	$41,053,444.00	$44,312,601.00	$42,837,110.00	$3,259,157.00	-$1,475,491.00	$1,783,666.00
Nec. Existent Small Schools	$871,172.00	$1,028,280.00	$1,025,605.00	$157,108.00	-$2,675.00	$154,433.00
Foreign Exchange Students*	$26,964.00	$42,066.00	$42,066.00	$15,102.00	$0.00	$15,102.00
B. RESTRICTED BASIC SCHOOL PROGRAM						
Special Education - Add-On	$7,190,173.00	$8,123,275.00	$7,927,228.00	$933,102.00	-$196,047.00	$737,055.00
Special Education - Self-Contained	$917,475.00	$1,050,404.00	$1,050,404.00	$132,929.00	$0.00	$132,929.00
Special Education - Pre-School	$1,567,782.00	$1,600,067.00	$1,600,067.00	$32,285.00	$0.00	$32,285.00
Special Education - Extended Year	$34,717.00	$37,159.00	$37,159.00	$2,442.00	$0.00	$2,442.00
Special Education - Impact Aid	$163,013.00	$84,570.00	$84,570.00	-$78,443.00	$0.00	-$78,443.00
Special Education - EYSE*	$98,374.00	$98,374.00	$98,374.00	$0.00	$0.00	$0.00
Career & Technical Education - Add-On*	$3,377,570.00	$3,015,923.00	$3,157,662.00	-$361,647.00	$141,739.00	-$219,908.00
Students At-Risk - Add-on	$2,320,915.00	$2,413,876.00	$2,231,075.00	$92,961.00	-$182,801.00	-$89,840.00
Class Size Reduction	$3,422,416.00	$3,567,143.00	$3,531,250.00	$144,727.00	-$35,893.00	$108,834.00
TOTAL BASIC SCHOOL PROGRAM (A and B)	**$61,044,015.00**	**$65,373,738.00**	**$63,622,570.00**	**$4,329,723.00**	**-$1,751,168.00**	**$2,578,555.00**

FY26 Minimum School Program Funding Comparisons

I: BASIC SCHOOL PROGRAMS:	FY25 Final	FY26 Estimates	FY26 Final	FY25 to FY26 Estimates Changes	FY26 Estimates to FY26 Final Changes	Net Increase from FY25
C. RELATED TO BASIC PROGRAM, ETC.					$0.00	$0.00
Pupil Transportation*	$5,089,935.00	$5,986,505.00	$5,385,146.00	$896,570.00	-$601,359.00	$295,211.00
Youth-in-Care*	$551,716.00	$552,715.00	$552,715.00	$999.00	$0.00	$999.00
Adult Education*	$268,581.00	$290,651.00	$290,651.00	$22,070.00	$0.00	$22,070.00
Adult Education - Corrections Institutions*	$25,663.00	$23,993.00	$23,993.00	-$1,670.00	$0.00	-$1,670.00
Adult Education - Supplemental*	$30,384.00	$960.00	$960.00	-$29,424.00	$0.00	-$29,424.00
Enhancement for Accelerated Students*	$109,254.00	$0.00	$0.00	-$109,254.00	$0.00	-$109,254.00
Concurrent Enrollment*	$262,213.00	$0.00	$0.00	-$262,213.00	$0.00	-$262,213.00
Educator Salary Adjustments	$7,825,020.00	$8,997,425.00	$9,000,280.00	$1,172,405.00	$2,855.00	$1,175,260.00
Teacher Salary Supplement*	$134,938.00	$490,236.00	$490,236.00	$355,298.00	$0.00	$355,298.00
Teacher Supplies and Materials	$222,873.00	$222,873.00	$218,140.00	$0.00	-$4,733.00	-$4,733.00
Grants for Professional Learning*	$74,649.00	$0.00	$0.00	-$74,649.00	$0.00	-$74,649.00
Educator Professional Time*	$1,367,137.00	$1,434,855.00	$1,420,361.00	$67,718.00	-$14,494.00	$53,224.00
School LAND Trust Program*	$1,966,054.00	$2,069,465.00	$2,069,465.00	$103,411.00	$0.00	$103,411.00
Teacher and Student Success Program*	$3,622,093.00	$4,170,227.00	$4,170,227.00	$548,134.00	$0.00	$548,134.00
Student Health & Counseling Support Program*	$432,044.00	$358,398.00	$396,827.00	-$73,646.00	$38,429.00	-$35,217.00
Dual Immersion*	$135,224.00	$114,780.00	$114,780.00	-$20,444.00	$0.00	-$20,444.00
Beverley Taylor Sorenson Elementary Arts*	$126,000.00	$112,500.00	$112,500.00	-$13,500.00	$0.00	-$13,500.00
Digital Teaching and Learning*	$367,370.00	$342,592.00	$342,592.00	-$24,778.00	$0.00	-$24,778.00

FY26 Minimum School Program Funding Comparisons

I: BASIC SCHOOL PROGRAMS:	FY25 Final	FY26 Estimates	FY26 Final	FY25 to FY26 Estimates Changes	FY26 Estimates to FY26 Final Changes	Net Increase from FY25
II: LEEWAY PROGRAMS				$0.00	$0.00	$0.00
Voted Local Levy Program, Min. Basic Growth, and Local Levy Growth	$2,546,385.00	$3,087,212.00	$1,304,850.00	$540,827.00	-$1,782,362.00	-$1,241,535.00
Board Local Levy Program, Min. Basic Growth, and Local Levy Growth	$3,342,946.00	$4,052,954.00	$5,468,286.00	$710,008.00	$1,415,332.00	$2,125,340.00
TOTAL LEEWAY PROGRAMS	**$5,889,331.00**	**$7,140,166.00**	**$6,773,136.00**	**$1,250,835.00**	**-$367,030.00**	**$883,805.00**
III: OTHER STATE PROGRAMS				$0.00	$0.00	$0.00
A. Capital Outlay				$0.00	$0.00	$0.00
Capital Outlay Foundation	$138,323.00	$0.00	$0.00	-$138,323.00	$0.00	-$138,323.00
Foundation Guarantee Min. Basic Growth	$167,528.00	$0.00	$0.00	-$167,528.00	$0.00	-$167,528.00
Enrollment Growth	$47,171.00	$0.00	$0.00	-$47,171.00	$0.00	-$47,171.00
Enrollment Growth Min. Basic Growth	$93,653.00	$0.00	$0.00	-$93,653.00	$0.00	-$93,653.00
SchoolFees Admendments	$0.00	$324,391.00	$324,262.00	$324,391.00	-$129.00	$324,262.00
					$0.00	$0.00
TOTAL STATE FUNDS	**$89,991,169.00**	**$98,006,470.00**	**$95,308,841.00**	**$8,015,301.00**	**-$2,697,629.00**	**$5,317,672.00**

FY26 Budget Changes

- Line 3: Increased local property revenue by $2 million to account for Fee-in Lieu increase
- Line 7: Adjusted state revenue by $2 million to reflect final allocations
- Line 8: Adjusted federal revenue by $1.5 million to account for Medicaid revenue
- Line 10: Total revenue is $6 million greater than preliminary estimate
- Line 22: Higher by $5.4 million. Due to combination of timing of expenditures, increased retirement costs, allocation of prior year unrestricted carry forward and increased curriculum needs
- Line 28: Higher by $536,000 due to salary changes and increased supply costs
- Line 34: Higher by $102,00 due to increased supply costs
- Line 41: Lower by $466,000 due to lower professional service costs
- Line 47: Lower by $419,000 due to lower salaries
- Line 59: Higher by $109,00 due increased contracted services costs
- Line 72: Higher by $349,000 due to increased IT and purchased services costs
- Line 81: Higher by $1.2 million due to increased wages, safety upgrades, fuel costs and vehicle repairs

FY26 Budget Changes

- Line 89: Higher by $114,000 due to increased wage costs
- Line 105: Higher by $1.1 million due to increased school fees costs
- Line 135: Higher by $5.1 million due to increased fee-in-lieu collections and $3 million transfer from bond fund
- Line 147: Lower by $6 million due to reduced school design and construction costs
- Line 157: Lower by $139,000 due reduced number of students who qualify for meal subsidies
- Line 170: Higher by $465,000 due to increased equipment purchases to replace failing equipment
- Line 178: Higher by $667,000 due to increased donations for community supported projects

FY27 Fund Estimated Beginning Balances

Maintenance and Operations - $29.7 million

School Activity - $3.9 million

Debt Service - $5.8 million

Capital - $31.08 million

Food Service - $1.8 million

FY27 Fund Estimated Ending Balances

Maintenance and Operations - $27.2 million

School Activity - $3.7 million

Debt Service - $5.8 million

Capital - $18.1 million

Food Service - $407,000

FY 27 Minimum School Program Funding Comparisons

MINIMUM SCHOOL PROGRAM						
BASIC SCHOOL PROGRAMS						
A: REGULAR BASIC SCHOOL PROGRAMS						
	WPUs	Total Funds	Local Funds	FY26 State Support	FY27 State Support	Change
Grades K-12	11,787.062	$55,092,727	$11,184,559	$43,908,168	$ 45,124,298.61	$ 1,216,130.19
Immunization Noncompliance	0.000	$0	$0	$0	$0	$ -
Nec. Existent Small Schools	220.000	$1,028,280	$0	$1,028,280	$1,071,400	$ 43,120.00
Foreign Exchange Students*	9.000	$42,066	$0	$42,066	$29,220	$ (12,846.00)
B. RESTRICTED BASIC SCHOOL PROGRAMS						
Class Size Reduction	755.509	$3,531,250	$0	$3,531,250	$3,636,414	$ 105,163.46
Students At-Risk - Add-on	477.338	$2,231,075	$0	$2,231,075	$2,780,648	$ 549,572.77
College and Career Counseling	0.000	$0	$0	$0	$318,580	$ 318,579.86
Career & Technical Education - Add-On*	675.580	$3,157,662	$0	$3,157,662	$2,655,830	$ (501,831.85)
Special Education - Add-On	1,696.027	$7,927,228	$0	$7,927,228	$8,308,027	$ 380,798.40
Special Education - Self-Contained	224.733	$1,050,404	$0	$1,050,404	$1,139,715	$ 89,311.68
Special Education - Pre-School	342.334	$1,600,067	$0	$1,600,067	$1,684,707	$ 84,639.85
Special Education - Extended Year	7.950	$37,159	$0	$37,159	$42,237	$ 5,078.38
Special Education - Impact Aid	18.094	$84,570	$0	$84,570	$85,198	$ 628.09
Special Education - EYSE*	20.747	$96,974	$0	$96,974	$96,974	$ 0.38
TOTAL BASIC SCHOOL PROGRAM (A and B)	**16,234.373**	**$75,879,462**	**$11,184,559**	**$64,694,903**	**$ 66,973,248.42**	$ 2,278,345.21

FY27 Minimum School Program Funding Comparisons

	WPUs	Total Funds	Local Funds	FY26 State Support	FY27 State Support	Change
RELATED TO BASIC SCHOOL PROGRAMS (RTBSP)						
Pupil Transportation*		$5,986,505	$0	$5,986,505	$5,986,505	$ 0.31
Flexible Allocation		$4,900,463	$0	$4,900,463	$5,012,018	$ 111,554.72
Youth-in-Care*		$552,715	$0	$552,715	$501,915	$ (50,800.00)
Adult Education*		$290,651	$0	$290,651	$279,052	$ (11,599.00)
Adult Education - Corrections Institutions*		$23,993	$0	$23,993	$23,578	$ (415.00)
Adult Education - Supplemental*		$960	$0	$960	$0	$ (960.00)
Enhancement for Accelerated Students*		$0	$0	$0		$ -
Concurrent Enrollment*		$0	$0	$0		$ -
Educator Salary Adjustments		$9,000,280	$0	$9,000,280	$9,267,122	$ 266,842.27
Salary Supplement for Highly Needed Educators (SSHiNE)		$490,236	$0	$490,236	$452,924	$ (37,311.67)
Teacher Supplies and Materials		$218,140	$0	$218,140	$218,140	$ (0.25)
Effective Teachers in High Poverty Schools*		$0	$0	$0	$0	$ -
Educator Professional Time*		$1,420,361	$0	$1,420,361	$1,430,626	$ 10,264.98
School LAND Trust Program*		$2,069,465	$0	$2,069,465	$2,489,987	$ 420,522.04
Teacher and Student Success Program*		$4,170,227	$0	$4,170,227	$4,190,307	$ 20,079.83
Student Health & Counseling Support Program*		$396,827	$0	$396,827	$335,861	$ (60,966.07)
School-Based Education Support Professionals Stipends		$924,813	$0	$924,813	$924,813	$ 0.14
Dual Immersion*		$114,780	$0	$114,780	$114,780	$ (0.16)
Beverley Taylor Sorenson Elementary Arts*		$122,500	$0	$122,500	$122,500	$ -
Digital Teaching and Learning*		$342,592	$0	$342,592	$0	$ (342,592.05)
TOTAL RTBSP:		**$31,025,508**	**$0**	**$31,025,508**	**$31,350,128**	$ 324,620.09

FY27 Minimum School Program Funding Comparisons

	WPUs	Total Funds	Local Funds	FY26 State Support	FY27 State Support	Change
LEEWAY PROGRAMS						
		Local & State Amounts Generated	**Less Local Amounts**	**State Support Amounts**		
Voted Local Levy Program, Min. Basic Growth, and Local Levy Growth		$7,247,466	$4,657,762	$2,589,704	$1,698,661	($891,042)
Board Local Levy Program, Min. Basic Growth, and Local Levy Growth		$17,215,212	$13,815,396	$3,399,816	$7,118,649	$3,718,833
TOTAL LEEWAY PROGRAMS:		**$24,462,678**	**$18,473,158**	**$5,989,519**	**$8,817,310**	$2,827,791
TOTAL MINIMUM SCHOOL PROGRAM:		**$131,367,647**	**$29,657,717**	**$101,709,931**	**$107,140,687**	**$ 5,430,756.24**

FY27 Budget Overview

- Added 2.2% to account for added employee wages and benefits
  - 2.2% to fund steps and lanes increases
  - 3% for increased employee compensation as set forth in negotiated agreements
- Added $5.1 million for HVAC upgrades
- Added $4.4 million for debt payments for elementary school construction
- Added $2.6 million for secure vestibules
- Added $1.6 million for sewer maintenance
- Added $500,000 for District Vehicle purchases
- Added $4 million for BRHS parking Improvements
- Total fund balance decreases by $13.2 million due to capital projects

FY27 Budget Detail

- Line 22: Higher by $4.5 million due to employee compensation increases
- Line 28: Higher by $359,000 due to employee compensation increases
- Line 34: Higher by $140,000 due to employee compensation increases
- Line 47: Higher by $412,000 due to employee compensation increases
- Line 72: Higher by $885,000 due to employee compensation increases
- Line 81: Higher by $273,000 due to employee compensation increases
- Line 138: Higher by $4.8 million due to timing of expenditures from prior year
- Line 147: Higher by $14.8 million due in increased capital projects
- Line 169: Lower by $424,000 due to reduced equipment costs

OATH OF OFFICE

Utah State Archives

In Utah, state officers are required by both the federal and state constitutions to take an oath of office. The Constitution of the United States requires members of the legislature as well as all executive and judicial officers of the states to be bound by oath or affirmation to support the federal Constitution (Article VI, clause 3). The Constitution of Utah specifies the wording of the oath to be taken by "all officers made elective or appointive by this Constitution or by the laws made in pursuance thereof, before entering upon the duties of their respective offices" (Article IV, section 10).

The **Oath** is to be stated as found in Article IV, section 10:

> "I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of this State, and that I will discharge the duties of my office with fidelity.["]

State law dictates that the following individuals may administer the oath. Some state agencies may have a notary on staff who can administer the oath:

> § 78B-1-142: "Every court, every judge, clerk and deputy clerk of any court, every justice, every notary public, and every officer or person authorized to take testimony in any action or proceeding, or to decide upon evidence, has the power to administer oaths or affirmations."

After taking the oath, state officials should file the original signed oath with the State Archives, as mandated by state law. (Utah Code § 52-1-2 (2))

How to File an Oath of Office for Public Officials with the Division of Archives and Records Service

Once administered the Oath of Office, an official should check with the agency that administered the oath, and the official's own agency, to see if there are specific procedures in place to ensure the oath is properly filed with the State Archives.

If there are no set procedures, the original signed hard copy oath should be sent to the State Archives, either by mail or deliver to:

Oaths of Office
Utah State Archives
346 S Rio Grande St
SLC, UT 84101

Even though there is no specific time frame as to when an oath should be filed with the State Archives, state officials should do so as soon as possible. Utah Code § 76-8-203 states, "A person is guilty of unofficial misconduct [a class B misdemeanor] if the person exercises or attempts to exercise any of the functions of a public office when the person has not taken and filed the required oath of office[.]"

OATH OF OFFICE

STATE OF UTAH

I, _____, *having been appointed to the office of*

Print Name

_____

do solemnly swear or affirm that I will support, obey and defend the Constitution of the United States and the Constitution of this State, and that I will discharge the duties of my office with fidelity.

_____

Signature

State of Utah,
County of _____

Subscribed and sworn to before me this _____ *day of* _____ *, 20* _____

_____

*Person Administering Oath

_____

Title

*Utah Code § 78B-1-142: "Every court, every judge, clerk and deputy clerk of any court, every justice, every notary public, and every officer or person authorized to take testimony in any action or proceeding, or to decide upon evidence, has the power to administer oaths or affirmations."

File oath by sending to: Oath of Office, Utah State Archives, 346 S Rio Grande St, Salt Lake City, UT, 84101

Box Elder School District
Annual Budget Recommendation

June 10, 2026

Recommendation:
It is recommended that the board approve the revised 2025-26 budget and the tentative 2026-27 budget.

Recommended Motion:
I make the motion to approve the revised 2025-26 budget and tentative budget as presented for the 2026-27 Fiscal year.

Background:
Box Elder School District has followed the law with the Superintendent acting as the budget officer of the district. (53G-7-302) A tentative budget with the revenues and expenditures of the previous year, the current year and the succeeding year. A revised budget for the year 2025-2026 must also be approved.

The budget has been filed electronically on the district website, and a copy has been available through the Business Administrator. The district has also advertised through legal advertisement, ten days in advance, the dates of the budget hearing in the papers of general circulation in the county.

Policy Implications:
None

Financial Implications:
The implications are outlined in the budget document and presentation. The tentative budget does include a tax increase for the 2026-2027 fiscal year.

Staff Implications
Cost of living as well as other compensation and considerations have been given to employees.

Box Elder School District
Recommendation for the Approval of Tax Rates

June 2026

Recommendation: It is recommended that the board approve the **estimated** tax rate for the 2026 tax year. The overall rate, including the Charter school rate, will be **estimated** at .006978, compared to the certified tax rate of .006897 for 2025 tax year, a decrease of .0000025.

Recommended Motion: *I move to accept the **estimated** certified tax rates for the 2026 tax year at a total estimated rate of .006897 as presented by administration and the approved certified rate once its certified by the Box Elder County Assessor's office.*

Background: The Superintendent and Business Administrator are not recommending a tax increase this year. The District has sufficient revenue to cover the planned budgetary expenses.

2025	Certified		2026	Estimated	Change
Basic	0.001379	11,184,323	0.001352	11,184,323	0
Board	0.002210	17,924,115	0.002294	19,732,513	1,808,398
Capital	0.002368	19,205,567	0.002232	19,205,535	0
Voted	0.000540	4,379,648	0.000533	4,602,353	223,259
Bond	0.000428	3,469,875	0.000424	3,469,875	0
Charter	0.000053	429,854	0.000062	533,357	103,503
TOTAL	0.006978	56,593,382	0.006897	58,727,956	2,135,160

Policy Implications: The approval of the rates and budget is a board responsibility. These rates are designed to be revenue neutral to the District. The revenue for the charter rate will not flow to the District as it is part of the state charter replacement fund.

Financial Implications: If these rates are approved, the approved budget will have sufficient revenue to fund District operations for the 2026-27 school year.

Box Elder School District
Independent Auditor Recommendation

June 10, 2026

Approval of Independent Auditor Recommendation

Recommendation: It is the recommendation of Neil Stevens, Business Administrator, that the Box Elder School District Board of Education engage the independent auditor as recommended by the audit committee.

Recommended Board Action: *I move that the Board engage Squire and Company CPA's as the independent auditor for the 2025-26 fiscal year audit.*

Background: Rodney Cook, our current independent auditor, has decided to retire and will no longer be working next year. We will conduct a public search for a new independent auditor and make a recommendation to the Board in August. Utah Code 53G-7-401 requires the establishment an internal audit program for districts with enrollment of over 10,000 students. Box Elder School District has approximately 12,100 students.

The engagement of an independent auditor complies with (Utah Code 51-2a-201) which requires an annual audit of the school district by an external independent auditor. The committee recommends that Squire and Company be appointed to work as the independent auditor for next school year's audit.

This would also be an appropriate time for the board to give directions for review of any areas of focus for the audits. If the items may be of a sensitive nature they can be sent to Neil Stevens by email.

Policy Implications: Compliance with Board Policy 2040

Financial Implications: The budgeted cost for the independent audit is $48,500 for the 2026-27 year.

Staff Implications: No new implications at this time.

Box Elder School District
Recommendation for the Pickup of Non-Contributory Rates for the Retirement System

Non-Contributory Retirement Rates

Recommendation: It is recommended that the Board of Education approve the non-contributory retirement rates for the 2025-26 fiscal year for both Tier 1 and Tier 2 employees and the pickup rates for the employee on the contributory retirement plan as calculated by URS.

Recommended Motion: *I move that the BESD Board of Education approve the non-contributory retirement rates for the 25-26 fiscal year for both Tier 1 and Tier 2 employees and pickup rates for the contributory retirement plan employee as published by Utah Retirement Systems.*

Background: Annually the Board must approve the contribution rates paid on behalf of employees to the Utah Retirement System for both Tier 1 and Tier 2 employees. These rates are set by the URS Board but must be ratified by each local entity. The rates for the non-contributory retirement system this year are 22.70% for Tier 1, 20.32% for Tier 2 and 22.70%. All but one of our employees are in the non-contributory system. Currently, we have one employee still on the contributory system. The district “picks up” the pension needs of this employee by paying a contribution on their behalf. To follow the Internal Revenue Service and the Utah Retirement Systems regulations, we are required to provide a formal adoption of any pick-up elections that are currently taking place. The district pays the 6% Employee contribution for a total of 22.70% contribution. The employee makes the 401K contribution.

Policy Implications: This would be the same procedure followed in the past for providing employee benefits. Financial Implications: There are no known negative implications.

Staff Implications: None at this time

Draft
6/5/26

ANNUAL APPROPRIATION LEASE AGREEMENT

Between

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS LESSOR

And

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH,
AS LESSEE

Relating to

$[Principal Amount]
Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026

Dated as of [Closing Month] 1, 2026

TABLE OF CONTENTS

SECTION	HEADING	PAGE
ARTICLE I	DEFINITIONS	2
Section 1.1.	Definitions	2
ARTICLE II	REPRESENTATIONS	2
Section 2.1.	Representations by the Board	2
Section 2.2.	Representations and Warranties of the Bank	5
ARTICLE III	DEMISING CLAUSE	5
Section 3.1.	Demise of the Facilities and the Security Property	5
ARTICLE IV	COMMENCEMENT AND COMPLETION OF THE IMPROVEMENTS; ISSUANCE OF THE CERTIFICATES; TAX COVENANTS	6
Section 4.1.	Agreement to Construct Improvements; Assignments	6
Section 4.2.	Agreement to Issue Certificates	7
Section 4.3.	Disbursements; Final Completion Date	7
Section 4.4.	Tax Covenant	7
ARTICLE V	EFFECTIVE DATE OF THIS LEASE; DURATION OF LEASE TERM; RENTAL PROVISIONS	8
Section 5.1.	Effective Date of this Lease; Duration of Lease Term	8
Section 5.2.	Delivery and Acceptance of Possession	9
Section 5.3.	Lease Payments and Other Amounts Payable by the Board; Source of Payments	9
Section 5.4.	Deposit Payments	11
Section 5.5.	Obligations of the Board Hereunder Unconditional	11
ARTICLE VI	MAINTENANCE, TAXES AND INSURANCE	11
Section 6.1.	Maintenance and Modifications of Improvements	11
Section 6.2.	Taxes, Other Governmental Charges and Utility Charges	12
Section 6.3.	Insurance Required	13
Section 6.4.	Application of Net Proceeds of Insurance	15
Section 6.5.	Advances by the Bank	15
ARTICLE VII	DAMAGE, DESTRUCTION AND CONDEMNATION	15
Section 7.1.	Damage and Destruction	15
Section 7.2.	Condemnation	16
Section 7.3.	No Liens	17
Section 7.4.	Investment of Net Proceeds	18

ARTICLE VIII SPECIAL COVENANTS AND PROVISIONS 18

Section 8.1. Right of Access 18
Section 8.2. The Board to Maintain Existence; Environmental Covenants 18
Section 8.3. Further Assurances 19
Section 8.4. Authority of Authorized Representative of the Board 19
Section 8.5. Covenant as to Litigation 19
Section 8.6. the Board Covenant as to Encumbrances 19
Section 8.7. No Third-Party Beneficiaries 19
Section 8.8. Continuing Disclosure 19
Section 8.9. Indemnification 19
Section 8.10. Environmental Representations, Warranties, Covenants and Indemnifications 20
Section 8.11. Additional Covenants 22

ARTICLE IX ASSIGNMENT, SUBLEASING, PLEDGING AND SELLING 22

Section 9.1. Assignment and Subleasing 22
Section 9.2. Restrictions on Sale by the Bank 23

ARTICLE X EVENTS OF DEFAULT AND REMEDIES 23

Section 10.1. Events of Default Defined 23
Section 10.2. Remedies on Default or Event of Nonrenewal 24
Section 10.3. No Duty of the Bank to Mitigate Damages 25
Section 10.4. No Remedy Exclusive 25
Section 10.5. Agreement to Pay Attorneys' Fees and Expenses 25
Section 10.6. No Additional Waiver Implied by One Waiver 25

ARTICLE XI OPTIONS TO PURCHASE 25

Section 11.1. General Option to Purchase Facilities 25
Section 11.2. Purchase Price 26
Section 11.3. Options to Purchase Facilities or Security Property in Certain Events 26
Section 11.4. Option to Purchase Upon Expiration of the Lease Term 27
Section 11.5. Conveyance on Purchase 27
Section 11.6. Survival of Options to Purchase 27

ARTICLE XII MISCELLANEOUS 27

Section 12.1. Notices 27
Section 12.2. Binding Effect 28
Section 12.3. Compliance with Public Contract Boycott Restrictions 28
Section 12.4. Severability 29
Section 12.5. Amendments, Changes and Modifications 29
Section 12.6. Execution in Counterparts 29
Section 12.7. No Offsets 29
Section 12.8. Recording 29

Section 12.9. Governing Law 30
Section 12.10. Surrender and Holding Over 30
Section 12.11. Limitation of Liability 30

EXHIBIT A — Legal Description of the Property and the Security Property
EXHIBIT B — Lease Payments
EXHIBIT C — Permitted Encumbrances
EXHIBIT D — Form of Requisition
EXHIBIT E — Form of Intent to Renew
EXHIBIT F — Form of Notice of Renewal

ANNUAL APPROPRIATION LEASE AGREEMENT

THIS ANNUAL APPROPRIATION LEASE AGREEMENT (this *"Lease"*), dated as of [Closing Month] 1, 2026 (the *"Effective Date"*), between U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Lessor (hereinafter, the *"Bank"*), and the BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH, as Lessee (the *"Board"*).

WITNESSETH:

WHEREAS, the Board is a local school board of a school district organized and operating under the laws of the State of Utah (the *"State"*) pursuant to Chapter 4, Title 53G (the *"Act"*), of the Utah Code Annotated 1953, as amended (the *"Utah Code"*);

WHEREAS, the Bank is a national banking association, and is entering into this instrument for the purpose of assisting the Board in obtaining financing for certain project costs of the Board as described below;

WHEREAS, pursuant to Section 53G-4-401(4) of the Act, the Board is authorized to take, hold, lease, sell, and convey real and personal property as the interests of the schools may require;

WHEREAS, the Board is the owner of that certain real property located in Box Elder County, Utah, described in *Exhibit A* hereto (the *"Property"*), and all existing improvements thereon and, in furtherance of the project described below, has agreed to enter into a Primary Lease dated as of [Closing Month] 1, 2026 (the *"Primary Lease"*) as further described below;

WHEREAS, in order to provide security for the Certificates (as defined below) during the construction of the Improvements (as defined below), the Board as the owner of that certain real property located in Box Elder County, Utah (the *"Security Property"*), and all existing improvements thereon, described in *Exhibit A* hereto, has agreed to enter into a Security Lease, dated as of [Closing Month] 1, 2026 with the Bank;

WHEREAS, under and pursuant to an Annual Appropriation Trust Indenture dated as of the date hereof [Closing Month] 1, 2026 (the *"Trust Indenture"*) by and among the Board, the Bank, and U.S. Bank Trust Company, National Association, as trustee (the *"Trustee")*, the Trustee has determined, at the direction of the Bank, to issue certificates of participation to provide funds to finance certain project costs of the Board as described below, which certificates shall be designated the "Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026" and shall be issued in the aggregate principal amount of $[Principal Amount] (the *"Certificates"*);

WHEREAS, the proceeds of the Certificates will be used to finance (a) the costs of preparing, constructing, furnishing, equipping and improving certain real and personal property comprising (i) additions to Discovery Elementary, (ii) a new elementary school in Tremonton and (iii) related facilities on the Property for use by the Board (the *"Improvements"*), and (b) the Costs of Issuance of the Certificates;

WHEREAS, pursuant to the Primary Lease, the Board, as lessor, will lease to the Bank, as lessee, the Property together with the Improvements to be constructed thereon (the Property and Improvements collectively referred to herein as the *"Facilities"*);

WHEREAS, the Board and the Bank hereby agree to enter into this Lease under the terms of which the Bank, as lessor, will lease the Facilities and the Security Property back to the Board, as lessee, and the Board will pay lease payments in an amount sufficient to pay the principal, premium, if any, and interest on the Certificates as the same become due and payable (the *"Lease Payments"*);

WHEREAS, the Certificates shall be secured by, among other things, the Trust Estate, as that term is defined in the Trust Indenture; and

WHEREAS, the issuance and delivery of the Certificates and the execution and delivery of this Lease, the Primary Lease, the Security Lease and the Trust Indenture have been in all respects duly and validly authorized by a resolution or other official action duly adopted by the Board; and all things necessary to make the Certificates, when authenticated by the Trustee, valid and binding legal obligations and to make this Lease a valid and binding agreement and the pledge of the Trust Estate and revenues made in the Trust Indenture to the payment of the principal of, premium, if any, and interest on the Certificates, have been done.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Capitalized terms herein, unless defined herein, shall have the meanings set forth in the Trust Indenture, except where the context indicates otherwise.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Board. The Board represents and warrants that:

(a) The Board is a local school board of a school district and a duly organized and existing body corporate and a political subdivision of the State and is authorized to enter into the transactions contemplated herein and to carry out its obligations hereunder and has duly authorized the execution and delivery hereof.

(b) Neither the execution and delivery of this Lease, the Primary Lease, the Security Lease or the Trust Indenture, the consummation of the transactions contemplated in each, nor the fulfillment of or compliance with the terms and conditions of this Lease,

the Primary Lease, the Security Lease or the Trust Indenture, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Board is now a party or by which it is bound or constitutes a default under any of the foregoing or results in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Board under the terms of any instrument or agreement.

(c) The Board is authorized to enter into the transactions contemplated by this Lease, the Primary Lease, the Security Lease and the Trust Indenture, and to carry out its obligations thereunder, and has duly authorized the execution and delivery of this Lease, the Primary Lease, the Security Lease and the Trust Indenture.

(d) The Board will cause to be obtained and will cause to be maintained all necessary governmental approvals for the Facilities and the Security Property, and is or will be in compliance with all planning, zoning, parking, sanitary and building laws, ordinances and regulations applicable to the Facilities and the Security Property.

(e) All utility services necessary for the Facilities and the Security Property, and the operation thereof for the intended purposes, are either available or the Board will cause all necessary steps to be taken to assure the complete construction and installation thereof as a part of the Improvements.

(f) The Board has not made and will not make any contract or arrangement of any kind, the performance of which by the other party would give rise to a lien (other than a Permitted Encumbrance) on the Facilities and the Security Property; *provided, however,* nothing herein shall prevent the Board from entering into contracts or arrangements relative to the design, acquisition, preparation, construction, and improvement of the Facilities.

(g) The Board acknowledges and recognizes that this Lease will terminate at the end of the Initial Term or any Renewal Term in the event that sufficient funds are not budgeted by the Board or available to pay the Lease Payments under this Lease during the next occurring Renewal Term, and that the act of budgeting funds is solely within the discretion of the Board.

(h) The financing of the Improvements is necessary and in furtherance of the Board's lawful purposes and will allow the Board to provide adequate educational facilities.

(i) The Board will lawfully operate the Security Property and the Improvements as part of its Facilities, free of unlawful discrimination, and will comply with Title VII of the Civil Rights Act prohibiting discrimination based on race, religion, creed, color, sex, age or national origin.

(j) Subject to the Board's determination to annually renew this Lease pursuant to Section 5.1 hereof, the Board will duly and punctually pay the amounts and satisfy its obligations required under this Lease, recognizing that time is of the essence.

(k) There is no fact that materially adversely affects or that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Board or the ability of the Board to make all payments required and otherwise perform its obligations under this Lease.

(l) There are no proceedings pending, or to the knowledge of the Board threatened, against or affecting the Board in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Board or the ability of the Board to make all payments required and otherwise perform its obligations under this Lease.

(m) The consummation of the transactions provided for in this Lease and compliance by the Board with the provisions of this Lease are within the Board's lawful powers and have been duly authorized by all necessary action on the part of the Board.

(n) No event has occurred and no condition exists that, upon execution of this Lease, would constitute an event of default hereunder. The Board is not in violation in any material respect, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a party or by which it or its property may be bound.

(o) To the best of its knowledge, the Board is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, and has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of its property or to the conduct of its activities.

(p) (i) Neither the Board nor, to the best knowledge of the Board, any other person, has stored, disposed or released in, on or about the Facilities or the Security Property any Hazardous Substances the removal or remediation of which is or could be required, or the maintenance of which is prohibited or penalized, by any applicable Environmental Laws, and the Facilities and the Security Property are free from all such Hazardous Substances; (ii) the Board has not at any time disposed or caused to be disposed on the Facilities or the Security Property any Hazardous Substances generated or existing as a result of the Board's ownership of the Facilities or the Security Property in a manner which will or could cause the Board to be or become liable for a fine or penalty or a monetary or performance obligation arising from or related to such disposal; (iii) to the best knowledge of the Board in connection with its ownership of the Facilities and the Security Property, the Board has no contingent liability in connection with the release of any Hazardous Substances into the environment, except as has been previously disclosed in writing to the Bank; (iv) the Board has not given any release or waiver of liability that would waive or impair any claim based on Hazardous Substances to (a) a prior owner or occupant of the Facilities or the Security Property, or (b) any party who may be potentially responsible for the presence of Hazardous Substances on the Facilities or the Security Property; and (v) no in-service underground storage tanks are located on the Facilities or the Security Property.

(q) Nothing in this Lease shall be construed to require the Board to exercise its Options to Purchase the Bank's interest in the Facilities as provided in Article XI hereof.

Section 2.2. Representations and Warranties of the Bank. The Bank represents and warrants for the benefit of the Board as follows:

(a) The Bank is a national banking association duly organized and existing under the laws of the United States and duly qualified to transact business of the type contemplated by this Lease, the Primary Lease, the Security Lease and the Trust Indenture, and has all necessary power to own its properties and assets and to carry on its business as now conducted.

(b) The consummation of the transactions contemplated by this Lease, the Primary Lease, the Security Lease and the Trust Indenture will not violate the provisions of, or constitute a breach or default under, the articles of incorporation, charter or bylaws of the Bank or any agreement to which the Bank is a party.

ARTICLE III

DEMISING CLAUSE

Section 3.1. Demise of the Facilities and the Security Property. The Bank will retain a leasehold interest in the Facilities and the Security Property until such time as the Board may have exercised one of its Options to Purchase pursuant to Article XI hereof or until the expiration of the Primary Lease or the Security Lease, as applicable, whichever shall first occur. The Bank demises and leases to the Board, and the Board leases from the Bank, the Facilities and the Security Property during the Initial Term, subject to annual renewal thereafter in accordance with the provisions of this Lease, and subject to Permitted Encumbrances set forth on *Exhibit C* to this Lease. Unless the context of the provisions in this Lease clearly indicate otherwise, all provisions herein are in effect during the Lease Term, which includes the Effective Date of this Lease and ending on June 30, 2027, constituting the Initial Term, and any Renewal Terms, none of which shall exceed one Fiscal Year in length. All obligations of the Board hereunder shall cease upon an Event of Nonrenewal, unless otherwise set forth herein.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE IMPROVEMENTS; ISSUANCE OF THE CERTIFICATES; TAX COVENANTS

Section 4.1. Agreement to Construct Improvements; Assignments. The Bank hereby appoints the Board as its agent for the construction of the Improvements, for so long as this Lease shall be in effect.

(a) The Board agrees that:

(1) it will cause the Improvements to be constructed, acquired and installed for use as the Board facilities and improvements thereto; *provided, however,* (i) the Board shall have no obligation to pay for the Costs of Acquisition and Construction, including all obligations under the construction contract to be entered into by the Board relative to the same, except from Net Certificate Proceeds on deposit in the Construction Fund and any appropriation made by the Board for said purpose and (ii) the Board may contract with one or more parties including, without limitation, _____ (the *"Construction Manager"*), to manage design, development and construction of the improvements; and

(2) it will construct, acquire and install the Improvements with all reasonable dispatch, subject only to delays caused by acts beyond its reasonable control.

(b) The Board hereby assigns and transfers to the Bank all of the Board's present and future rights, title and interest in and to any and all construction contracts related to the Improvements to be constructed, including without limitation, all subcontracts, rights and amendments relating thereto and all related substitute or replacement contracts (collectively, the *"Assigned Rights"*). Neither this assignment nor any action by the Bank shall constitute an assumption by the Bank of any obligations under the Assigned Rights, and the Board shall, subject to the terms thereof, continue to be liable for all obligations thereunder; *provided, however,* nothing herein shall (i) obligate the Board for any expenditure or liability in excess of a budget appropriation relative to the same, or (ii) prevent the Bank or the Trustee from utilizing Certificate proceeds to pay any obligations accruing under the Assigned Rights. This assignment shall survive an Event of Nonrenewal.

(c) The Board has entered into a _____ with the Construction Manager (the *"Construction Agreement"*) to, among other things, manage design, development and construction of the the Improvements. Pursuant to the Construction Agreement, the Construction Manager will secure from the contractor performance and payment bonds for the full guaranteed maximum price of the Improvements. In the event of default by the contractor or any subcontractor or supplier under any contract with the Construction Manager in connection with the Improvements or in the event of breach of warranty with respect to any material, workmanship or

performance guarantee, the Construction Manager is responsible for proceeding against such contractor, subcontractor or supplier in default and against any surety for the performance of such contract or failure to make required payments. The Board shall advise the Bank and the Trustee of the steps being undertaken by the Construction Manager and/or the Board in connection with any such default.

Section 4.2. Agreement to Issue Certificates. Pursuant to the Trust Indenture, to provide funds to finance the Costs of Acquisition and Construction of the Improvements and to pay the Costs of Issuance of the Certificates, the Trustee shall cause to be issued and delivered the Certificates to the initial purchasers thereof and will deposit the Net Certificate Proceeds as follows:

(a) In the Costs of Issuance Fund, the sum of $[Costs of Issuance Deposit], representing total Costs of Issuance of the Certificates, net of the underwriter's discount of $[Underwriter's Discount]; and

(b) In the Construction Fund, the amount of $[Construction Fund Deposit].

Section 4.3. Disbursements; Final Completion Date. The Board is authorized, pursuant to Section 3.1(c) of the Trust Indenture, to request payment from the Construction Fund to pay Costs of Acquisition and Construction of the Improvements. Such payment shall be made upon receipt by the Trustee of a requisition (in the form set forth in *Exhibit D* hereto) signed by an Authorized Representative of the Board. The Trustee shall only make or allow payments for which it has received a signed requisition.

Prior to the last disbursement for payment of Costs of Acquisition and Construction of the Improvements, the Board shall furnish to the Trustee a certificate of an Authorized Representative(s) that the Improvements have been completed, that the Board has obtained Certificate(s) of Occupancy for the Facilities, and that the Facilities are free of all mechanics' and materialmen's liens (the date of such certificate shall constitute the *"Final Completion Date"*).

Section 4.4. Tax Covenant. The Board covenants for the benefit of the Holders of the Certificates and the Bank that during the Lease Term it will not take any action or omit to take any action with respect to the Certificates, the proceeds thereof, any other funds of the Board or any improvements financed or refinanced with the proceeds of the Certificates if such action or omission (i) would cause the interest on the Certificates to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, (ii) would cause interest on the Certificates to lose its exclusion from alternative minimum taxable income as defined in Section 55(b) of the Code, or (iii) would cause interest on the Certificates to lose its exclusion from State taxable income under present State law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Certificates until the date on which all obligations of the Board in fulfilling the above covenant under the Code have been met. The Board makes no covenant with respect to taxation of interest on the Certificates as a result of the inclusion of that interest in the "adjusted financial statement income" of "applicable corporations" (as defined in Sections 56A and 59(k), respectively, of the Code).

ARTICLE V

EFFECTIVE DATE OF THIS LEASE; DURATION OF LEASE TERM; RENTAL PROVISIONS

Section 5.1. Effective Date of this Lease; Duration of Lease Term. (a) This Lease shall become effective on the Effective Date, and the Initial Term shall then begin, and, subject to the provisions of this Lease (including particularly subsection (c) below), shall expire on June 30, 2027, or as otherwise provided in this Lease, or on such sooner date as the Certificates shall have been fully paid and retired or provision for such payment shall have been made as provided in the Trust Indenture and all other expenses or sums to which the Bank and the Trustee are entitled, both under this Lease and the Trust Indenture, have been paid.

(b) On or before June 1 of each year, the Board shall deliver to the Bank and the Trustee its Notice of Intent to Renew, in the form attached as *Exhibit E* hereto, together with confirmation that the Board shall consider at a meeting an appropriation of funds sufficient to pay Lease Payments for the next subsequent Renewal Term or, alternatively, notify the Bank and the Trustee that the Board has elected not to renew this Lease. The Notice of Intent to Renew shall be conditional on the Board's budgeting of funds therefor and shall not constitute a renewal of this Lease nor obligate the Board to budget funds for the purpose of such renewal. In the event the Bank and the Trustee shall not have received the Notice of Intent to Renew by June 1 of each year, the Bank or the Trustee will promptly notify the Board in writing of such non-receipt, and the Board shall then have until June 15 to deliver to the Bank and the Trustee its Notice of Intent to Renew.

Provided the Notice of Intent to Renew has been delivered timely, the Board may, at its option, renew this Lease by budgeting funds therefor and by thereafter providing to the Bank and the Trustee a Notice of Renewal, in the form attached hereto as *Exhibit F*, accompanied by a certified copy of the resolution or other official action of the Board adopting its budget which includes the expenditure of funds for the Lease Payment for said Renewal Term or otherwise evidencing the appropriation of the Lease Payment for the next Renewal Term. The Notice of Renewal shall be due to the Bank and the Trustee promptly following the adoption of the budget containing the appropriation for the next Renewal Term and in no event later than June 30 preceding the next Renewal Term. The budgeting of funds as aforesaid shall constitute a valid and enforceable obligation of the Board for the payment of such funds for such Renewal Term and shall not be subject to abatement for any cause.

If the Board fails to deliver the Notice of Intent to Renew by June 15, after notification of nonreceipt by the Bank or the Trustee, or the Notice of Renewal by June 30, or if the Board shall at any time notify the Bank and the Trustee that the Board has elected to not renew this Lease for an additional Renewal Term, an Event of Nonrenewal shall be deemed to have occurred and the Bank may exercise the remedies provided herein and the Trustee may exercise the remedies provided under the Trust Indenture upon such occurrence.

(c) Subject to the preceding sections, this Lease may be renewed for a total of not more than _____ (__) consecutive Renewal Terms commencing on July 1, 2027, or on any subsequent July 1, and terminating on the following June 30. Each Renewal Term shall be for no

more than one year in duration. The final Renewal Term shall commence July 1, 20__, and terminate June 30, 20__, unless this Lease shall be sooner terminated as set forth herein.

(d) It is the intention of the Board that the decision to renew or not to renew this Lease and to budget or not budget funds for Lease Payments shall be made solely by the Board and not by any other officer or official of the Board. The appropriate the Board officers or officials charged with the responsibility of formulating budget proposals are hereby directed to include in the budget proposals submitted to the Board, in any year in which this Lease is in effect, the Lease Payment required for the ensuing Renewal Term. The inclusion of such ensuing Renewal Term Lease Payments in budget proposals shall not limit the sole discretion of the Board whether to budget such funds and whether to renew this Lease.

(e) So long as no event of default or Event of Nonrenewal shall have occurred and be continuing under the Trust Indenture or this Lease, the Security Lease shall terminate upon the occupancy of the Facilities by the District, the Bank's leasehold interest in the Security Property shall terminated, the Security Property shall be reconveyed to the Board and all reference to the Security Lease and the Security Property contained in the Lease shall be null and void.

Section 5.2. Delivery and Acceptance of Possession. The Bank shall deliver to the Board sole and exclusive possession of the Facilities and the Security Property (subject to the right of the Bank to enter thereon and have access thereto pursuant to Section 8.1 hereof) on the date of commencement of the Initial Term, and the Board agrees to accept possession of the Facilities and the Security Property upon such date. The Bank covenants and agrees that after the date of commencement of the Initial Term it will not take any action, other than pursuant to Article X of this Lease or Article VII of the Trust Indenture, to prevent the Board from having quiet and peaceable possession and enjoyment of the Facilities and the Security Property during the Lease Term (subject to the right of the Bank to enter thereon and have access thereto pursuant to Section 8.1 hereof) and will cooperate with the Board for that purpose. This Lease constitutes a "triple net" lease, requiring the Board, as lessee, to pay all expenses, taxes, fees, insurance premiums, rebate payments with respect to the Certificates and costs associated with the Facilities and the Security Property, subject to appropriation by the Board therefor, and without the right of offset, as provided herein.

Section 5.3. Lease Payments and Other Amounts Payable by the Board; Source of Payments. The Board shall pay Lease Payments during the Lease Tenn as provided in this Section 5.3:

(a) The obligation of the Board to make Lease Payments extends only through the Initial Tenn, and any Renewal Term. Such obligation terminates at the expiration of the Initial Term or any Renewal Term, as applicable. The Board shall make Lease Payments for the Initial Term, and any Renewal Term then in effect, until the principal of, premium, if any, and interest on the Certificates in the amount of the Lease Payments due hereunder shall have been paid or provision for the payment thereof shall have been made in accordance with the Trust Indenture.

(b) Notwithstanding the provisions of Section 5.3(a) above, no Lease Payment shall be made with respect to the Initial Term. For any Renewal Term, as applicable, the Board shall pay to the Trustee for deposit into the Debt Service Fund on or before each _____ and _____ Lease Payment Date, the semiannual Lease Payment amount set forth on *Exhibit B* hereto, which amount shall be used to pay the principal of, if any, premium, if any, and interest on the Certificates in the amount due on the next _____ and _____ Certificate payment dates; *provided, however,* that any amount in the Debt Service Fund on a Lease Payment Date in excess of the aggregate amount then required to be held pursuant to this Section 5.3 shall be credited against the Lease Payments due on such date.

(c) The Bank or the Trustee shall provide the Board with written notice at least 15 calendar days prior to each _____ and _____ of each Renewal Term specifying (i) the amount of moneys in the Debt Service Fund, and (ii) the amount the Board must deposit in the Debt Service Fund as Lease Payments. On or before the fifth (5th) day next preceding any redemption date, for which a notice of redemption has been given pursuant to Article VI of the Trust Indenture (other than pursuant to Section 6.5 of the Trust Indenture), the Board shall pay as rent for deposit in the Debt Service Fund an amount of money which, together with other moneys available therefor in the Debt Service Fund, is sufficient to pay the interest, principal of and premium, if any, on the Certificates to be redeemed. If on any Lease Payment Date the amount held in the Debt Service Fund is insufficient to make the required payments of principal, premium, if any, and interest on the Certificates for the Lease Term, the Board shall forthwith pay such deficiency as rent hereunder for deposit in the Debt Service Fund.

The schedule set forth in *Exhibit B* attached hereto describes the Lease Payments to be made by the Board during each Lease Term, if annually renewed. *Exhibit B* shall be automatically modified by the Trustee, and the Lease Payments reduced, to reflect reduced amounts of interest and principal that will become due on the Certificates as a result of a partial redemption or defeasance of the Certificates pursuant to the Trust Indenture.

At the option of the Board, to be exercised by delivery of a written certificate to the Bank, in its capacities as Lessor and the Trustee, on or before the forty-fifth (45th) day next preceding any Lease Payment Date, the Board may deliver Certificates owned by the Board to the Trustee for cancellation. Each Certificate so delivered shall be credited at 100% of the principal amount thereof against the obligation of the Board to make Lease Payments on such Lease Payment Date.

(d) The Board may pay the Lease Payments from any lawful source of funds.

(e) The Board shall pay all taxes and assessments, general or special, concerning the Facilities and the Security Property, or any part thereof, during the Lease Term and any other governmental charges and impositions whatsoever, and all utility and other charges and assessments, in the manner, at the times and under the conditions more specifically provided in Section 6.2 hereof.

(f) The Board agrees to pay to the Bank the reasonable and necessary fees and expenses of the Bank hereunder and of the Trustee under the Trust Indenture during the Lease Term from funds appropriated therefor.

(g) The Board agrees to pay to the Trustee during the Lease Term from funds appropriated therefor any amount required to be paid to the United States of America pursuant to Section 148(f) of the Code to the extent amounts on deposit in the Rebate Fund are insufficient for such purpose.

In the event the Board should fail to make any of the payments required by this Section 5.3, the item or installment in default shall continue as an obligation of the Board until the amount in default shall have been fully paid, and the Board agrees to pay the same, and except with respect to payments required by subsections (e), (f), and (g) of this Section 5.3, with interest thereon at the Bank's base rate or other index used by the Bank when engaging in lending activities (the *"Advance Rate"*).

Section 5.4. Deposit Payments. The Lease Payments provided for in Section 5.3(a) and Section 5.3(b) hereof shall be paid to the Trustee and shall be deposited in the Debt Service Fund. The payments to be made under Section 5.3(f) hereof shall be paid directly to the Bank, for use in its applicable capacity. The payments to be made pursuant to Section 5.3(g) hereof shall be paid to the Trustee for deposit in the Rebate Fund.

Section 5.5. Obligations of the Board Hereunder Unconditional. During the Lease Term and once appropriated by the Board, the obligation of the Board to make the payments required in Section 5.3 hereof and to maintain the Facilities and the Security Property and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional; and the Board will not discontinue such payments for any cause including, without limiting the generality of the foregoing, delay or failure to acquire and complete the Improvements, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction from the Facilities or the Security Property, destruction of or damage to the Facilities or the Security Property, commercial frustration of purpose, or change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of either.

ARTICLE VI

MAINTENANCE, TAXES AND INSURANCE

Section 6.1. Maintenance and Modifications of Improvements. During the Lease Term from funds appropriated therefor, the Board agrees that it will at its own expense (i) keep the Facilities and the Security Property in as reasonably safe condition as its operations permit, (ii) to maintain a level of quality and operation of the Facilities and the Security Property that is at least comparable to the level of quality of character and operation of similar property, and (iii) keep the Facilities and the Security Property in good repair and in good operating condition, making from time to time all necessary repairs thereto (including external and structural repairs) and renewals

and replacements thereof. The Board may also at its own expense make from time to time any additions, modifications or improvements to the Facilities or the Security Property it may deem desirable for its purposes that do not adversely affect the structural integrity of the Facilities or the Security Property, as applicable, or substantially reduce the value or impair the character of the Facilities or the Security Property, as applicable; *provided* that all such additions, modifications and improvements to the Facilities or the Security Property shall comply with all applicable building code regulations and ordinances. All such additions, modifications and improvements made by the Board, if located on the Property, shall become a part of the Facilities or, if located on the Security Property, shall become part of the Security Property. During the Lease Term, the Board will not permit any mechanics' lien, security interest or other encumbrance to be established or to remain against the Facilities or the Security Property for labor or materials furnished; *provided,* that if the Board first notifies the Bank of its intention to do so, the Board may in good faith contest any mechanics' or other liens filed or established against the Facilities or the Security Property if the Board furnishes the Trustee with a bond or cash deposit equal to at least the amount so contested or with an Opinion of Counsel stating that by nonpayment of any such items the lien of this Lease or the Trust Indenture will not be materially endangered or the Facilities or the Security Property or any part thereof will not be subject to loss or forfeiture. The proceeds of the bond or the cash deposit may be used by the Trustee to satisfy the lien if action is taken to enforce the lien and such action is not stayed. The bond or cash deposit shall be returned to the Board if the lien is successfully contested. If the Board is unable or otherwise fails to obtain such a bond or provide such a cash deposit or such an Opinion of Counsel, the Board shall cause such liens to be paid promptly subject to appropriation by the Board.

Section 6.2. Taxes, Other Governmental Charges and Utility Charges. During the Lease Term from funds appropriated therefor, the Board will pay promptly (i) all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against, or with respect to, the Facilities, the Security Property or any interest therein or any machinery, equipment or other property installed or brought by any person therein or thereon; (ii) all utility, water, sewer, electrical, license fees and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Facilities and the Security Property; and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Facilities or the Security Property; *provided,* that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Board shall be obligated to pay only such installments as may have become due during the Lease Term.

The Board may, at its expense, in good faith, contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges contested to remain unpaid during the period of such contest and any appeal therefrom if the Board furnishes the Trustee with a bond or cash deposit equal to at least the amount so contested or with an Opinion of Counsel stating that by nonpayment of any such items the lien of this Lease or the Trust Indenture will not be materially endangered or the Facilities or the Security Property or any part thereof will not be subject to loss or forfeiture. The proceeds of the bond or the cash deposit may be used by the Trustee to satisfy the lien if action is taken to enforce the lien and such action is not stayed. The bond or cash deposit shall be returned to the Board if the lien is successfully contested. If the Board is unable or otherwise fails to obtain such a bond or provide such a cash

deposit or such an Opinion of Counsel, the Board shall cause such taxes, assessments and other charges to be paid promptly. In the event that the Board shall fail to pay any of the foregoing items required by this Section 6.2 to be paid by the Board, the Bank may (but shall be under no obligation to) pay the same, and any amounts so advanced therefor by the Bank shall become an additional obligation of the Board during the Lease Term, which amounts, together with interest thereon at the Advance Rate, the Board agrees to pay on demand subject to appropriation by the Board.

Section 6.3. Insurance Required. During the Lease Term from funds appropriated therefor, the Board agrees to insure the Facilities and the Security Property, as and when acquired, in such amounts and in such manner and against such loss, damage and liability, including liability to third parties, as are customary for property of similar function and scope to the Facilities and the Security Property, taking into account liability limits provided by State law, or as may be reasonably requested by the Bank and, to the extent not paid by contractors during construction or acquisition of the Improvements, to pay the premiums with respect thereto, including, but not limited to:

(a) Until the Final Completion Date, builder's risk insurance to the extent of the full insurable value of the Improvements, unless some lesser amount is approved by the Bank.

(b) Insurance against loss or damage to the Facilities and the Security Property by fire, lightning, vandalism and malicious mischief, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State, to such extent as is necessary to provide for not less than full replacement cost of the Facilities and the Security Property. Such coverage must apply exclusively to the Facilities or the Security Property, as applicable, and must be available to repair/rebuild such facilities under all circumstances after the occurrence of an insured peril. Full payment of insurance proceeds up to the required policy dollar limit in connection with damage to the Facilities or the Security Property shall, under no circumstances, be contingent on the degree of damage sustained at other facilities owned or leased by the Board. The policy must explicitly waive any co-insurance penalty.

(c) Insurance against liability for bodily injury to or death of persons and for damage to or loss of property occurring on or about the Facilities or the Security Property or in any way related to the operation of the Facilities or the Security Property, in the maximum amount of $500,000 for the death of or bodily injury in connection with each occurrence; and $500,000 for property damage in connection with each occurrence.

(d) Use and occupancy insurance to such extent as is necessary to cover loss of revenues resulting from any damage to or destruction of the Facilities, the Security Property or any part thereof.

(e) Workers' compensation insurance, disability benefits insurance and such other forms of insurance as the Board is required by law to provide with respect to the Facilities and the Security Property.

(f) Vehicular public liability insurance with limits of no more than $500,000 per occurrence to protect the Board from claims from bodily injury and/or death, and no more than $500,000 against claims for damage to property of others which may arise from the Board's operation of vehicles.

(g) Boiler and machinery coverage with respect to any steam and pressure boilers and similar apparatus located in the Facilities or the Security Property in such amounts as industry standards would dictate.

(h) As required by the Primary Lease, an original leasehold owner's policy of title insurance (extended coverage) in an amount not less than $[Principal Amount] showing that the Bank, in its capacity of Lessee thereunder and the Trustee, as assignee of the Bank's leasehold interest therein, have valid leasehold interests in the Facilities, as their interests may appear of record, subject only to Permitted Encumbrances.

(j) As required by the Security Lease, an original leasehold owner's policy of title insurance (extended coverage) in an amount not less than $[Principal Amount] showing that the Bank, in its capacity of Lessee thereunder and the Trustee, as assignee of the Bank's leasehold interest therein, have valid leasehold interests in the Security Property, as their interests may appear of record, subject only to Permitted Encumbrances.

All policies maintained pursuant to this Section 6.3 (except for workers' compensation insurance) shall name the Board and the Bank as insureds, and the Trustee as an additional insured, as their respective interests may appear. Such policies or certificates of insurance shall (i) provide that any losses shall be payable notwithstanding any act or negligence of the Board, the Bank, or the Trustee, and (ii) provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt of written notice thereof by the Board, the Bank and the Trustee. Upon recommendations of an Insurance Consultant who is familiar with the Facilities and the Security Property and the provisions of this Lease, the Board may agree to any reduction, increase or modification, including providing for coverage of additional perils, of the insurance requirements hereunder to such as are adequate and customary for similar institutions and similar projects of like size and operation, and is reasonably obtainable. The Board shall provide written notice to the Bank and the Trustee of any such reduction, increase or modification.

The Board will deliver to the Bank and the Trustee promptly upon request, but in any case within sixty (60) days after the end of the Initial Term or the Renewal Term then in effect, a certificate of an Authorized Representative of the Board setting forth the particulars as to all insurance policies maintained by the Board pursuant to this Section 6.3 and certifying that such insurance policies comply with the provisions of this Section 6.3 and that all premiums then due thereon have been paid. Upon request the Board shall provide the Bank and the Trustee with a report of an Insurance Consultant who is familiar with the Facilities and the Security Property and the provisions of this Lease that the insurance maintained by the Board meets industry standards.

[Notwithstanding anything to the contrary in this Section 6.3 or elsewhere in this Lease, the Bank acknowledges that the Board is insured through the Utah Local Governments Trust

(*"ULGT"*) and the Bank agrees that: (i) ULGT coverage is acceptable and in compliance with the requirements of this Lease; and (ii) any insurance requirement or obligation in this Lease which is contrary to insurance offered by ULGT or unavailable through ULGT is void and inapplicable as to the Board, including, without limitation, any disallowance by ULGT of provisions for additional insureds, indemnity and waiver of subrogation; *provided, however,* the Board shall use commercially reasonable efforts to negotiate terms with ULGT that deviate as little as possible from the insurance requirements set forth in this Lease.]

Section 6.4. Application of Net Proceeds of Insurance. The Net Proceeds of the insurance with respect to the Facilities and the Security Property carried pursuant to subparagraphs (b), (d) and (g) of the first paragraph of Section 6.3 hereof shall be applied as provided in Section 7.1 hereof. The Net Proceeds of insurance with respect to the Facilities or the Security Property carried pursuant to subparagraphs (c), (e) and (f) of the first paragraph of Section 6.3 hereof shall be applied toward extinguishment or satisfaction of the liability or loss with respect to which such insurance proceeds have been paid. The Net Proceeds of the title insurance carried pursuant to paragraph (h) of the first paragraph of Section 6.3 shall be applied in the same manner as other Net Proceeds both under this Lease and the Trust Indenture, as applicable.

Section 6.5. Advances by the Bank. In the event the Board shall fail to maintain the full insurance coverage required by this Lease or shall fail to keep the Facilities and the Security Property in as reasonably safe condition as its operating condition will permit, or shall fail to keep the Facilities and the Security Property in good repair and good operating condition, the Bank may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or make the required repairs, renewals and replacements; and all amounts advanced therefor by the Bank during the Lease Term shall become an additional obligation of the Board to the Bank, which amounts, together with interest thereon at the Advance Rate, the Board agrees to pay on demand, subject to appropriation by the Board.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1. Damage and Destruction. If the Facilities or the Security Property are destroyed or damaged by fire or other casualty to such extent that the claim for loss under the insurance policies resulting from such destruction or damage is less than $500,000, the Net Proceeds of insurance shall be paid to the Board and shall be held or used by the Board for such purposes as the Board may deem appropriate. The Board shall not by reason of the payment with respect to such destruction or damage be entitled to any reimbursement from the Bank or the Holders of the Certificates or any postponement, abatement or diminution of the Lease Payments and other payments required to be made under Section 5.3 hereof.

If the Facilities or the Security Property are destroyed or damaged (in whole or in part) by fire or other casualty to such extent that the claim for loss under the insurance policies resulting from such destruction or damage is $500,000 or more, the Board shall promptly give written notice thereof to the Bank and the Trustee. Except as provided in the next paragraph, all Net Proceeds of

insurance resulting from such claims for losses of $500,000 or more shall be paid to and held by the Trustee in a separate trust account, whereupon (i) during the Lease Term, the Board will promptly repair, rebuild or restore the Facilities or the Security Property, as applicable, damaged or destroyed to substantially the same value and condition as it existed prior to such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Board, and will not impair operating unity, or the value of the Facilities or the Security Property, as amended, and (ii) the Trustee, upon receipt of a written requisition of the Board, will apply so much as may be necessary of the Net Proceeds of such insurance to payment of the costs of such repair, rebuilding or restoration, either on completion thereof or as the work progresses. Any balance of such Net Proceeds remaining after the Board notifies the Trustee in writing that the payment of all the costs of such repair, rebuilding or restoration have been made shall be transferred by the Trustee to the Debt Service Fund and applied to the payment of the principal of the Certificates on the next payment date or dates thereof. In the event such Net Proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Board will, during the Lease Term and subject to appropriation therefor, nonetheless complete the work thereof and will pay any costs thereof in excess of the amount of said Net Proceeds. The Board shall not by reason of the payment of such excess costs be entitled to any reimbursement from the Bank or the Holders of the Certificates or any postponement, abatement or diminution of the Lease Payments and other payments required to be paid under Section 5.3 hereof.

All Net Proceeds of insurance resulting from claims for losses specified in the first sentence of the preceding paragraph of $500,000 or more may be used to redeem Certificates; *provided* (i) all of the Certificates are to be redeemed in accordance with the Trust Indenture upon exercise of the Options to Purchase, or (ii) in the event that less than all of the Certificates are to be redeemed, the Board shall furnish to the Bank and the Trustee a Consulting Architect's Certificate stating (a) that the portion of the Facilities or the Security Property damaged or destroyed is not essential to the Board's use or occupancy of the Facilities or the Security Property, as appliable, or (b) that the Facilities or the Security Property, as applicable, has been restored to a condition substantially equivalent to their value and condition prior to the damage or destruction.

Section 7.2. Condemnation. In the event that title to, or the temporary use of, the Facilities, the Security Property or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Board shall be obligated during the Lease Term to continue to make the Lease Payments and other payments specified in Section 5.3 hereof. In the event the Net Proceeds from any award made in such eminent domain proceedings is less than $500,000, all of such Net Proceeds shall be paid to the Board and shall be held or used by the Board for such purposes as the Board may deem appropriate. In the event the Net Proceeds from any award in such eminent domain proceedings is $500,000 or more, the Board will cause the Net Proceeds received by it from such award to be paid to and held by the Trustee in a separate trust account, to be applied in one or more of the following ways as shall be directed in writing by the Board:

(a) The restoration of the Facilities or the Security Property, as applicable, to substantially the same value and condition as they existed prior to such condemnation.

(b) The financing of other capital costs of the Board.

(c) The acquisition, by construction or otherwise, of other improvements suitable for operation as public facilities. Such other improvements shall together with the remaining improvements after eminent domain be of substantially the same value as the Facilities or the Security Property, as applicable, prior to the taking.

(d) The redemption of the Certificates; *provided* that no part of any such condemnation award may be applied for such redemption unless (i) all of the Certificates are to be redeemed in accordance with the Trust Indenture upon exercise of the Options to Purchase, or (ii) in the event that less than all of the Certificates are to be redeemed, the Board shall furnish to the Bank and the Trustee a Consulting Architect's Certificate stating (A) that the portion of the Facilities or the Security Property taken by such condemnation proceedings is not essential to the Board's use or occupancy of the Facilities of the Security Property, as applicable, or (B) that the Facilities or the Security Property, as applicable, has been restored to a condition substantially equivalent to their value and condition prior to the taking by such condemnation proceedings, or (C) that improvements have been acquired which are suitable for operations at the Facilities or the Security Propery, as applicable, as contemplated by the foregoing subparagraph (c) of this Section 7.2.

In the event the Board elects any of the options set forth in subparagraph (a), (b) or (c) above, the Trustee, upon receipt of a written requisition of the Board, will apply so much as may be necessary of the Net Proceeds of such condemnation award to payment of the costs of such restoration, acquisition or construction, either on completion or as the work progresses.

In the event the Board elects any of the options set forth in subparagraph (a), (b) or (c) above, and Net Proceeds received from such condemnation award are insufficient to restore, acquire or construct improvements of substantially the same value as the Facilities or the Security Property prior to the taking, the Board shall, subject to appropriation therefor, nonetheless complete the work thereof and will pay any costs thereof in excess of such Net Proceeds. The Board shall not by reason of the payment of such excess costs be entitled to any reimbursement from the Bank or the Holders of the Certificates or any postponement, abatement or diminution of the Lease Payments and other payments required to be made under Section 5.3 hereof.

In the event the Net Proceeds from any award made in any eminent domain proceedings is $500,000 or more, within 30 days from the date of a final order in any eminent domain proceedings granting condemnation, the Board shall direct the Bank in writing which of the ways specified in this Section 7.2 the Board elects to have the condemnation award applied. Any balance of the Net Proceeds of the award in such eminent domain proceedings remaining after written notice to the Trustee from the Board that all the costs of such restoration, acquisition, construction or redemption of Certificates have been paid shall be transferred to the Debt Service Fund to be applied by the Trustee to the payment of the principal of the Certificates on the next payment date or dates thereof.

Section 7.3. No Liens. All items acquired in the repair, rebuilding or restoration of the Facilities or the Security Property shall be deemed a part of the Facilities or the Security Property,

as applicable. The Board shall confirm the interests of the Bank in order to put the Bank in a position equivalent to its position prior to the damage, destruction or condemnation. The Board hereby warrants such acquired property shall have no liens or encumbrances other than Permitted Encumbrances.

Section 7.4. Investment of Net Proceeds. Any Net Proceeds of insurance or a condemnation award held by the Trustee pending restoration, repair or rebuilding of the Facilities or the Security Property shall be invested in the same manner as provided in Section 5.2 of the Trust Indenture. The earnings or profits on such investments shall be considered part of the Net Proceeds except to the extent required to be deposited into the Rebate Fund.

ARTICLE VIII

SPECIAL COVENANTS AND PROVISIONS

Section 8.1. Right of Access. The Board agrees that the Bank and any of its duly authorized agents shall have the right at all reasonable times to enter, examine and inspect the Facilities and the Security Property for any reasonable purpose. The Board further agrees that the Bank and its duly authorized agents shall have such rights of access to the Facilities and the Security Property as may be reasonably necessary for the proper maintenance thereof if the Bank determines that the Board is not properly maintaining the Facilities or the Security Property.

Section 8.2. The Board to Maintain Existence; Environmental Covenants.

(a) *General*. The Board will take no action to cause its existence to be abolished. The Board shall not sell or otherwise dispose of any part of the Facilities or the Security Property without receiving a Favorable Opinion of Special Counsel and as provided in Section 9.1(e) hereof and Section 10.3(b) of the Trust Indenture. The Facilities and the Security Property shall be leased by the Board from the Bank and operated by the Board and no other person or entity shall be responsible for such management. Any agreement with an independent management firm to operate or provide management services to the Board shall require a Favorable Opinion of Special Counsel that such agreement shall not adversely affect the tax-exempt status of the Certificates. No disposition of the Facilities or the Security Property or agreement with regard to the Facilities or the Security Property shall be approved by Special Counsel if such disposition or agreement will adversely affect the validity of the Certificates, or the exclusion from gross income of interest on the Certificates for federal income tax purposes.

(b) *Environmental Covenants*. (1) The Board will not cause or permit any Hazardous Substance to be brought upon, kept, used or generated by the Board, its agents, employees, contractors or invitees, upon the Facilities or the Security Property or in the operation of the Facilities of the Security Property, unless the use or generation of the Hazardous Substance is necessary for the prudent operation of the Facilities of the Security Property, as applicable, and no functional and reasonably economic nonhazardous substance or process which does not generate Hazardous Substances can be used in place of the Hazardous Substance or the process which generates the Hazardous Substances.

(2) The Board will, with respect to the Facilities and the Security Property, at all times and in all respects comply with all Environmental Laws. The Board's duty of compliance with Environmental Laws includes, without limitation, the duty to undertake the following specific actions: (i) the Board will, from funds appropriated therefor, at its own expense, procure, maintain in effect, and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required by all Environmental Laws, including, without limitation, permits required for discharge of (appropriately treated) Hazardous Substances into the ambient air or any sanitary sewers serving the Facilities or the Security Property; and (ii) except as discharged into the ambient air or a sanitary sewer in strict compliance with all applicable Environmental Laws, any and all Hazardous Substances to be treated and/or disposed by the Board from the Facilities or the Security Property will be removed and transported solely by duly licensed transporters to a duly licensed treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-premises treatment or disposal in a sanitary landfill).

Section 8.3. Further Assurances. The Board agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Lease.

Section 8.4. Authority of Authorized Representative of the Board. Whenever under the provisions of this Lease the approval of the Board is required, or the Bank is required to take some action at the request of the Board, such approval or such request shall be made by the Authorized Representative of the Board unless otherwise specified in this Lease and the Board or the Bank shall be authorized to act on any such approval or request and the Board shall have no complaint against the Bank as a result of any such action taken.

Section 8.5. Covenant as to Litigation. The Board and the Bank shall keep each other fully informed of any threats, claims or pending litigation relating to this Lease.

Section 8.6. the Board Covenant as to Encumbrances. The Board covenants that, during the Lease Term, it will not permit any lien or encumbrance against the Facilities or the Security Property other than Permitted Encumbrances.

Section 8.7. No Third-Party Beneficiaries. This Lease is made for the sole benefit of the Board and the Bank, and no other person or persons shall have rights or remedies hereunder except to the extent specifically provided herein and in the Trust Indenture. The Board and the Bank shall owe no duty under this Lease to any claimant for labor performed or material furnished with respect to the Facilities or the Security Property.

Section 8.8. Continuing Disclosure. The Board agrees to execute and comply with the terms of the Continuing Disclosure Undertaking with respect to the Certificates, dated the date of delivery of the Certificates.

Section 8.9. Indemnification. During the Lease Term, to the extent permitted by law and subject to appropriation therefor, the Board shall indemnify, save and hold harmless the Bank and

its agents against any and all claims asserted by or on behalf of any person, firm, corporation, private or public, arising or resulting from, or in any way connected with:

(a) any act, failure to act, misrepresentation or omission by any person, firm, corporation or governmental authority, including the Bank or its agents (other than willful misrepresentations knowingly made by the Bank or its agents and willful or wanton misconduct on the part of any of them) in connection with the issuance, sale or delivery of the Certificates, including without limitation any material misrepresentation or omission, or alleged material misrepresentation or omission, in any materials used in connection with the offering or sale of the Certificates; *provided* that the foregoing indemnity and hold harmless agreement shall not apply with respect to any information contained in any such offering materials which describes the Bank and was provided or otherwise approved by the Bank; and

(b) any act, failure to act or misrepresentation by the Bank or its agents (other than willful misrepresentations knowingly made by the Bank or its agents and willful or wanton misconduct on the part of the Bank or its agents) in connection with, or in the performance of, any obligation under this Lease or the Trust Indenture.

Any indemnification payable hereunder shall include all liabilities, costs and expenses (including reasonable attorneys' fees and reasonable attorneys' fees and expenses on appeal) incurred in any action or proceeding brought by reason of any such claim.

In the event that any action or proceeding is brought against the Bank or its agents by reason of any such claim, the Board, upon notice from the Bank or its agents, shall resist and defend such action or proceeding. The Bank may, however, retain its own counsel and still be indemnified against the cost of employing counsel and all other reasonable expenses despite an assumption of the defense by the Board if the Bank believes in good faith that there are defenses available to it which are adverse to or in conflict with those available to the Board or which the Bank believes in good faith cannot be effectively asserted by common counsel. The Bank always has the right to employ separate legal counsel but, subject to the preceding sentence, the fees and expenses of its separate legal counsel must be paid by the Bank unless the Board and the Bank have mutually agreed to the employment of the Bank's counsel. The Board is not liable for any settlement of a suit, claim, demand, action or proceeding effected without its written consent and the Board agrees that it will not settle any claim or action without the consent of the Bank.

Section 8.10. Environmental Representations, Warranties, Covenants and Indemnifications. The Board represents, warrants and covenants as follows:

(a) To the best of the Board's knowledge, after due inquiry and investigation, all Hazardous Substances on or in the Facilities or the Security Property have been used, generated, manufactured, refined, transported, treated, stored, handled and disposed of only in strict compliance with all Environmental Laws. The Board has no knowledge of any action, citation, directive, letter or other communication from any person or governmental authority concerning any intentional or unintentional action or omission which has resulted in the releasing, spilling, leaking, pumping, pouring, omitting, emptying or dumping of

Hazardous Substances on the Facilities or the Security Property, or from the Facilities or the Security Property to other property.

(b) The Board shall exercise due care in handling Hazardous Substances and shall undertake any and all preventive, investigatory or remedial action (including, without limitation, emergency response, removal, containment and other remedial action):

(1) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws; or

(2) necessary to prevent or minimize property damage (including, without limitation, damage to the Board's own property), personal injury or damage to the environment or threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Facilities, the Security Property, or operations thereon.

In the event the Board fails to perform any of its obligations under this Section 8.10, then after written notice to the Board from the Bank and reasonable opportunity to cure, the Bank may perform (but shall not be required to perform) such obligations at the Board's reasonable expense, subject to appropriation by the Board therefor. In performing any such obligations of the Board, the Bank shall at all times be deemed to be the agent of the Board and shall not by reason of any such performance be deemed to be assuming any responsibility of the Board under any Environmental Laws or to any other person.

(c) During the Lease Term, to the extent permitted by law and subject to appropriation therefor, the Board shall indemnify and hold harmless the following (collectively the *"Indemnitees"*): the Bank and its officers, directors, employees, agents, affiliates and all of their successors and assigns against any and all claims, demands, losses, liabilities, costs and expenses (including, without limitation, reasonable attorney fees at trial, on any appeal or petition for review) in any bankruptcy or arbitration proceeding or otherwise incurred by any of the Indemnitees:

(1) arising out of or relating to any investigatory or remedial action involving the Facilities or the Security Property, or the operations conducted thereon, and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws; or

(2) on account of injury to any person or damage to any property arising out of or in connection with or in any way relating to:

(i) any applicable laws or regulations, including, without limitation, Environmental Laws;

(ii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances

on the Facilities or the Security Property, or in connection with operations conducted thereon; or

(iii) the contamination of the Facilities or the Security Property by Hazardous Substances.

Section 8.11. Additional Covenants. The Board covenants that during the Lease Term, it will:

(a) promptly and with due diligence acquire and construct the Improvements to be financed with proceeds of the Certificates;

(b) subject to the provisions of the Primary Lease, the Security Lease and this Lease, continue to operate the Facilities and the Security Property in good repair and in an efficient and economical manner, making necessary and proper repairs and replacements;

(c) take no action to change its corporate identity and make no attempt to cause its corporate existence to be abolished;

(d) maintain proper accounts in accordance with generally accepted accounting principles of transactions relating to the revenues of the Board; and

(e) keep or cause to be kept proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of, or in relation to, the business and affairs of the Board in accordance with generally accepted accounting principles.

ARTICLE IX

ASSIGNMENT, SUBLEASING, PLEDGING AND SELLING

Section 9.1. Assignment and Subleasing. The Board may not assign, transfer, encumber or sublease its rights to the Facilities, the Security Property or this Lease except as provided in this Section 9.1, and subject to each of the following conditions:

(a) No assignment or subleasing shall relieve the Board from primary liability for any of its obligations hereunder, and in the event of any such assignment or subleasing, and subject to appropriation by the Board, the Board shall continue to remain primarily liable for payment of the payments specified in Section 5.3 hereof and for performance and observance of the other covenants and agreements on its part herein provided.

(b) No assignment or subleasing shall impair the status of interest on the Certificates for federal or state income purposes or the validity of the Certificates, as evidenced by delivery to the Bank and the Trustee of an Opinion of Special Counsel.

(c) The assignee or sublessee shall assume in writing the obligations of the Board hereunder to the extent of the interest assigned or subleased.

(d) The Board shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Bank a true and complete copy of each such assumption of obligations and assignment or sublease, as the case may be.

(e) The Board may not sell or encumber the Facilities or the Security Property without the consent of the Certificate Holders, which consent shall be subject to the requirements of Section 10.3(b) of the Trust Indenture.

Section 9.2. Restrictions on Sale by the Bank. The Bank agrees that, except as set forth in Article XI hereof or Article VII of the Trust Indenture, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of its interest in the Facilities or the Security Property, so long as there is no event of default that has not been cured or an Event of Nonrenewal has not occurred.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be "events of default" under this Lease and the term "event of default" shall mean, whenever it is used in this Lease, any one or more of the following events:

(a) Failure by the Board to pay the Lease Payments required to be paid under Section 5.3(a) or Section 5.3(b) hereof when the same shall become due and payable.

(b) Failure by the Board to make the payments required by Section 5.3(e) or Section 5.3(f) hereof.

(c) Failure by the Board to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Lease, other than as referred to in subsections (a) or (b) of this Section, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the Board by the Bank, *provided, however,* that in the event that such failure cannot reasonably be remedied within such 30-day period, the Board has commenced such remedy during such 30-day period and diligently and continuously prosecutes the same to completion and the Board provides the Bank with a certification to such effect.

(d) The failure by the Board promptly to commence proceedings to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Facilities or the Security Property or to make any payments under this Lease, or the filing by the Board of a petition seeking a composition of indebtedness under any applicable law or statute of the United States of America or of the State.

(e) The Board admits insolvency or bankruptcy or its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee or receiver for the Facilities or if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted by or against the Board (other than bankruptcy proceedings instituted by the Board against third parties), and if instituted against the Board are allowed against the Board or are consented to or are not dismissed, stayed or otherwise nullified within ninety (90) days after such institution.

(f) An event of default caused by actions of the Board under the Trust Indenture shall have occurred and be continuing.

(g) Failure by the Board to perform any of its obligations under the Primary Lease or the Security Lease.

Section 10.2. Remedies on Default or Event of Nonrenewal. Whenever any event of default referred to in Section 10.1 hereof or an Event of Nonrenewal shall have occurred and is continuing, the Bank may take any one or more of the following remedial steps:

(a) The Bank may declare the Lease Payments payable hereunder for the remainder of the Initial Term or the Renewal Term then in effect to be immediately due and payable, whereupon the same shall become due and payable.

(b) The Bank may terminate this Lease and provide the Board notice to vacate the Facilities, the Security Property, or any portion thereof.

(c) The Bank may reenter, repossess, lease or sell part or all of its leasehold interest in the Facilities or the Security Property to the extent permitted by law and as provided by Section 7.3 of the Trust Indenture, and apply the proceeds thereof to the Board's obligations hereunder.

(d) The Bank may assume the rights of the Board under the Assigned Rights.

(e) The Bank may take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due for the remainder of the Initial Term or the Renewal Term then in effect, or to enforce performance or observance of any obligations, agreements, or covenants of the Board under this Lease.

In the event that the Board fails to make any payment required hereby for which it has appropriated funds, the payment so in default shall continue as an obligation of the Board until the amount in default shall have been fully paid.

Any moneys received by the Bank from the exercise of any of the above remedies, after reimbursement of any costs incurred by the Bank in connection therewith, shall be applied to satisfy the Board's obligations hereunder.

Notwithstanding the exercise of any remedy, the Bank may make any disbursements after the happening of any one or more events of default without thereby waiving its right to accelerate the Lease Payments pursuant to Section 10.2(a) hereof and without liability to make other or further disbursements. The provisions under this Section shall survive the termination of the Lease Term and this Lease for so long as Certificates remain Outstanding.

Section 10.3. No Duty of the Bank to Mitigate Damages. The Bank shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Board if an event of default shall occur hereunder.

Section 10.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Bank is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. In the event the Board should default under any of the provisions of this Lease and the Bank shall employ attorneys or incur other expenses for the collection of payments or the enforcement of performance or observance of any obligation or agreement on the part of the Board, the Board agrees that it will on demand therefor pay to the Bank the reasonable fees of such attorneys and such other reasonable expenses incurred, subject to appropriation by the Board.

Section 10.6. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI

OPTIONS TO PURCHASE

Section 11.1. General Option to Purchase Facilities. The Board shall have and is hereby granted the Option to Purchase the Bank's right, title and interest in the Facilities and to terminate the Lease Term at any time prior to, or concurrently with, the expiration of the Lease Term. This Option to Purchase may also survive the termination of the Lease Term, as provided in Section 11.6 below. To exercise such Option to Purchase the Board shall give written notice to the Bank, which shall specify the date of closing such purchase, which date shall be not less than ninety (90) nor more than one hundred eighty (180) days from the date such notice is mailed. The Board shall make arrangements satisfactory to the Bank and the Trustee for giving any required notice of redemption relating to the Certificates.

Section 11.2. Purchase Price. The purchase price payable by the Board in the event of its exercise of the Option to Purchase granted in Section 11.1 shall be the sum of the following:

(a) An amount of money or Government Obligations which will be sufficient to redeem the then Outstanding Certificates under the Trust Indenture on the Maturity Dates thereof or on the date(s) of earlier optional call for redemption of the Certificates, including, without limitation, principal, premium, if any, and interest on the Outstanding Certificates to the Maturity Dates thereof or on the date(s) of earlier optional call for redemption of the Certificates.

(b) An amount equal to fees and expenses due the Bank or the Trustee under the Trust Indenture accrued and to accrue until the final payment of the Outstanding Certificates.

(c) The sum of $10 for the Facilities.

Upon the exercise of the Option to Purchase, the Board shall pay the sums required under this Section 11.2.

Section 11.3. Options to Purchase Facilities or Security Property in Certain Events. The Board shall also have and is hereby granted an Option to Purchase the Bank's right, title and interest in the Facilities or the Security Property, as applicable, and to terminate the Lease Term at any time prior to, or concurrently with, the expiration of the Lease Term if any of the following shall have occurred:

(a) The Facilities or the Security Property shall have been damaged or destroyed as set forth in Section 7.1 hereof to such extent that, as evidenced by a Consulting Architect's Certificate filed with the Board, the Bank and the Trustee, (i) the Facilities of the Security Property, as applicable, cannot be reasonably restored within a period of twelve (12) consecutive months to the condition thereof immediately preceding such damage or destruction, or (ii) the Board is thereby prevented from carrying on its normal operations at the Facilities or the Security Property, as applicable, for a period of twelve (12) consecutive months.

(b) Title to, or the temporary use of, all or substantially all the Facilities or the Security Property shall have been taken under the exercise of the power of eminent domain by any governmental authority, or person, firm or corporation acting under governmental authority, including such a taking or takings as results, as evidenced in a Consulting Architect's Certificate filed with the Board, the Bank and the Trustee, in the Board being thereby prevented from carrying on its normal operations at the Facilities or the Security Property, as applicable, for a period of twelve (12) consecutive months.

To exercise any such Option to Purchase, the Board shall within six (6) months following the event authorizing the exercise of such Option to Purchase give written notice to the Bank and shall specify therein the date of closing such purchase, which date shall be not less than forty-five (45) nor more than ninety (90) days from the date such notice is mailed. The purchase price

payable by the Board in the event of its exercise of any Options to Purchase granted in this Section 11.3 shall be the sum of the following:

(1) An amount of money or Government Obligations which, when added to the amount of other moneys which may be used for this purpose, will be sufficient to pay the Outstanding Certificates on the Maturity Dates thereof and all interest to accrue to said Maturity Dates or on the date(s) of earlier optional call for redemption of the Certificates.

(2) An amount equal to the Trustee's fees and expenses under the Trust Indenture.

(3) The sum of $10 for the Facilities.

Section 11.4. Option to Purchase Upon Expiration of the Lease Term. Provided that no Certificates shall be Outstanding, the Board shall have the Option to Purchase the Bank's remaining right, title and interest in the Facilities, if any, upon expiration of the Lease Term. The purchase price payable by the Board shall be the sum of the following:

(a) An amount equal to the unpaid Trustee's fees and expenses under the Trust Indenture.

(b) The sum of $10 for the Facilities.

Section 11.5. Conveyance on Purchase. At the closing of any purchase pursuant to this Article XI, the Bank will, upon receipt of the purchase price, deliver to the Board documents conveying its right, title and interest in the Facilities or the Security Property, as applicable, being purchased by terminating the Primary Lease or the Security Lease, as applicable, and this Lease.

The Board and the Bank shall cooperate in executing such documents as are reasonably necessary to accomplish the purpose of this paragraph.

Section 11.6. Survival of Options to Purchase. The Options to Purchase the Bank's right, title and interest in the Facilities and the Security Property shall survive the termination of the Lease Term and this Lease for so long as Certificates remain Outstanding.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Notices. Any notice required or permitted to be given under this Lease shall be in writing and (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or similar nationally recognized overnight courier service, or (iv) transmitted by electronic mail with a hard copy sent within one (1) Business Day by any of the foregoing means. Such notice shall be deemed to have been given upon the date of actual receipt or delivery (or refusal to accept delivery), as evidenced

by the notifying party's receipt of written or electronic confirmation of such delivery or refusal, if received by the party to be notified between the hours of 8:00 A.M. and 5:00 P.M. Mountain time on any Business Day, with delivery made after such hours to be deemed received the following Business Day; *provided, however,* notices to the Trustee and the Bank shall be deemed given only upon receipt by the Trustee or the Bank. For purposes of notice, the addresses of the parties shall be as follows:

If to the Board: Board of Education of Box Elder School District, Utah
960 South Main Street
Brigham City, UT 84302
Attention: Neil Stevens, Business Administrator
Email: neil.stevens@besd.net

If to the Bank: U.S. Bank Trust Company, National Association, as Lessor
Attention: Laurel R. Bailey, Vice President
170 South Main Street, Suite 200
Salt Lake City, UT 84101
Email: laurel.bailey@usbank.com

If to the Trustee: U.S. Bank Trust Company, National Association, as Lessor
Attention: Laurel R. Bailey, Vice President
170 South Main Street, Suite 200
Salt Lake City, UT 84101
Email: laurel.bailey@usbank.com

Section 12.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Board and the Bank and their respective successors and assigns, subject, however, to the limitations contained herein.

Section 12.3. Compliance with Public Contract Boycott Restrictions. The Bank hereby certifies and agrees that:

(a) the Bank is not currently engaged in (i) a boycott of the State of Israel; or (ii) an economic boycott;

(b) the Bank agrees not to engage in a boycott of the State of Israel for the duration of such contract; and

(c) the Bank agrees to notify the Issuer in writing if the Bank begins engaging in an economic boycott (which notice may be grounds for termination of the contract).

For purposes of this certification:

(a) *"Boycott action"* means refusing to deal, terminating business activities, or limiting commercial relations.

(b) *"Boycott of the State of Israel"* means engaging in a boycott action targeting (i) the State of Israel; and (ii)(A) companies or individuals doing business in or with the State of Israel; or (B) companies authorized by, licensed by, or organized under the laws of the State of Israel to do business.

(c) *"Boycotted company"* means a company that (i) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (ii) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (iii) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements; or (iv) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures.

(d) *"Economic boycott"* means, without an ordinary business purpose (i) engaging in a boycott action targeting (A) a boycotted company; or (B) another company because the company does business with a boycotted company; or (ii) taking an action intended to penalize, inflict economic harm to, or change or limit the activities of (A) a boycotted company; or (B) another company because the company does business with a boycotted company.

Certain other terms used herein and not otherwise defined have the meanings assigned such terms in Section 63G-27-102 of the Utah Code. At the request of the Board, the Bank agrees to execute such further written certification as may be deemed necessary or convenient for the Board to establish compliance with Title 63G, Chapter 27 of the Utah Code.

Section 12.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.5. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Trust Indenture, this Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the Board and the Bank and in no manner that creates a liability of the Board beyond the Lease Term.

Section 12.6. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.7. No Offsets. The Board shall pay all payments required hereunder, without abatement, deduction, offset or setoff other than those herein expressly provided. The Board waives any and all existing and future claims and offsets against any payments required hereunder.

Section 12.8. Recording. The Board shall cause this Lease and every assignment and modification hereof or an appropriate and sufficient memorandum thereof to be recorded in the office of the recorder of Box Elder County, Utah, and shall provide a copy thereof to the Bank.

Section 12.9. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State.

Section 12.10. Surrender and Holding Over. In the event Certificates remain outstanding at the end of, or at the termination of, the Lease Term, unless the Options to Purchase are exercised, the Board shall surrender and deliver to the Bank the possession of the Facilities and the Security Property, together with all improvements, free and clear of all liens and encumbrances other than Permitted Encumbrances, and in good condition subject to reasonable wear and tear.

Concurrently with the surrender of the Facilities and the Security Property as herein provided, the Board agrees, if requested by the Bank and for the benefit of the Bank, to execute, acknowledge and deliver to the Bank documentation evidencing the Bank's leasehold interest in the Facilities and the Security Property.

To the extent allowed by law, the Board shall indemnify and hold the Bank harmless from any loss or liability resulting from delay by the Board in surrendering the Facilities and the Security Property, including, without limitation, any claims made by any succeeding tenant founded on such delay only from amounts then appropriated therefor. The Board shall be only a tenant at sufferance, whether or not the Bank accepts any Lease Payments from the Board while the Board is holding over without the Bank's written consent.

Section 12.11. Limitation of Liability. No covenant or agreement contained in this Lease, the Primary Lease, the Security Lease, the Trust Indenture or the Certificates shall be deemed to be a covenant or agreement of any member, director, trustee, officer or employee of the Board in an individual capacity. No recourse shall be had for any claim based on this Lease, the Primary Lease, the Security Lease, the Trust Indenture or the Certificates against any member, director, trustee, officer or employee, past, present or future, of the Board or of any successor body as such, either directly or through the Board or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

No covenant or agreement contained in this Lease, the Primary Lease, the Security Lease, the Trust Indenture or the Certificates shall be deemed to be a covenant or agreement of the Board, or otherwise obligate the Board, to make a future appropriation of funds. Any provision for payment or indemnification by the Board made subject to appropriation of funds recognizes that the act of budgeting funds is solely within the discretion of the Board and that no claim may be had against the Board in excess of the amounts appropriated by the Board during the then current Lease Term to make payments hereunder.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Bank and the Board have caused this Lease to be executed in their respective corporate names as of the date first above written.

LESSOR:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Lessor

By:_____
Name: _____
Title: _____

LESSEE:

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH, as Lessee

By:_____
Name: _____
Title: _____

ATTEST:

By _____
Business Administrator

STATE OF UTAH)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared Laurel R. Bailey, known or identified to me to be a Vice President of U.S. Bank Trust Company, National Association, the entity that executed the within instrument, or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for Utah
Residing at _____
My commission expires _____

STATE OF UTAH)
)ss.
COUNTY OF BOX ELDER)

On this ___ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared _____ and Neil Stevens, known or identified to me to be the President of the Board of Education of Box Elder School District, Utah, and the Business Administrator of the Box Elder School District, Utah, the entity that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for Utah
Residing at _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY AND THE SECURITY PROPERTY

[MAP]

EXHIBIT B

LEASE PAYMENTS

[TABLE]

EXHIBIT C

PERMITTED ENCUMBRANCES

[All taxes and assessments, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record or visible on the Property.]

EXHIBIT D

FORM OF REQUISITION

DISBURSEMENT REQUEST NO. __
(CONSTRUCTION FUND)

U.S. Bank Trust Company, National Association, as Trustee
Attention: Laurel R. Bailey, Vice President
170 South Main Street, Suite 200
Salt Lake City, UT 84101
Email: laurel.bailey@usbank.com

Re: $[Principal Amount] Board of Education of Box Elder School District, Utah
Annual Appropriation
Certificates of Participation, Series 2026 (the *"Certificates"*)

Pursuant to the provisions of Section 4.3 of the Annual Appropriation Lease Agreement dated as of [Closing Month] 1, 2026 (the *"Lease"*), by and between the Board of Education of Box Elder School District, Utah, as lessee (the *"Board"*) and U.S. Bank Trust Company, National Association, as lessor (the *"Bank"*), and pursuant to the provisions of Section 3.1 of the Trust Indenture among the Board, the Bank and the above Trustee dated as of [Closing Month] 1, 2026 (the *"Trust Indenture"*), the undersigned, as an Authorized Representative of the Board, hereby requests the Trustee to make a disbursement from the Construction Fund in the amount of $_____ (*"Requested Amount"*), which Requested Amount is due and payable in accordance with the attached Schedule.

The undersigned certifies that the Schedule states: (i) the description for which payment or reimbursement is requested, (ii) that the Requested Amount has been incurred by the Board and has been paid or is to be paid by the Board, (iii) that all necessary permits and approvals presently required for the Facilities have been issued and are in full force and effect, and (iv) that such withdrawal is being made to reimburse the Board or to pay a third party for the payment of the Costs of Acquisition and Construction of the Improvements. The undersigned certify that the purpose for which the Requested Amount was incurred is permitted as Costs of Acquisition and Construction under the terms of the Trust Indenture; that such is a proper charge against the Construction Fund; and that such Requested Amount has not been previously paid from the Construction Fund.

To the best of our knowledge, after due investigation, there is no lien, right to lien or attachment upon, or other claim affecting the right of the Board or the party or parties listed on the Schedule to receive payment or reimbursement of the Requested Amount, which has not been released or will not be released simultaneously with the payment of the Requested Amount, other than labor liens, materialmen's liens or mechanic's liens accruing by operation of law.

No Event of Default (as defined in the Trust Indenture) or other event which, with the giving of notice or the passage of time or both, would constitute such Event of Default, has occurred.

Dated this ____ day of _____, 20__.

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH, as Lessee

By:_____

SCHEDULE TO DISBURSEMENT REQUEST NO. 1
(CONSTRUCTION FUND)

AMOUNT: $xx.xx

PAYEE:

Name: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-mail: _____

Improvements Description/Purpose: Costs of Acquisition and Construction of the Improvements.

Costs have been incurred by the Board: _____

Costs are to be paid by the Board: _____

All necessary permits and approval presently required have been issued and are in full force and effect: _____

Reimburse CWT _____; Pay third party _____

EXHIBIT E

FORM OF NOTICE OF INTENT TO RENEW

TO: U.S. Bank Trust Company, National Association, as Lessor (the *"Bank"*)
U.S. Bank Trust Company, National Association, as Trustee (the *"Trustee"*)

DATE: _____, 20__

RE: Annual Appropriation Lease Agreement dated [Closing Month] 1, 2026 (the *"Appropriation Lease"*), between the Board of Education of Box Elder School District, Utah, as lessee (the *"the Board"*), and the Bank, as lessor, related to the Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026, dated [Closing Month] 1, 2026, issued pursuant to the Annual Appropriation Trust Indenture dated [Closing Month] 1, 2026 (the *"Trust Indenture"*), among the Board, the Bank, and the Trustee

NOTICE IS HEREBY GIVEN pursuant to Section 5.1 of the Appropriation Lease of the Board's intent to renew the Appropriation Lease for the one-year period commencing July 1, 20__, through June 30, 20__ (the *"Renewal Term"*), and the Board hereby confirms that the Board shall consider at a meeting an appropriation of funds sufficient to pay Lease Payments for the Renewal Term or, alternatively, notify the Bank and the Trustee that the Board has elected not to renew the Appropriation Lease. This Notice of Intent to Renew is conditioned upon appropriation by the Board of funds in the amount of the Lease Payments due under the Appropriation Lease during the Renewal Term. Upon such appropriation, no later than June 30, 20__, the Board shall deliver its Notice of Renewal to the Bank and the Trustee, together with a copy of the Board's official action appropriating sufficient funds to pay the Lease Payments due for the Renewal Period.

In the event funds to renew the Appropriation Lease are not appropriated by the Board as set forth above, the obligation of the Board to make Lease Payments extends only through the current Lease Term; such obligation terminates at the expiration of the current Lease Term. In such event, the Board shall timely notify the Bank and the Trustee that the Board has elected to not renew the Appropriation Lease for an additional Renewal Term, and an Event of Nonrenewal shall be deemed to have occurred and the Bank may exercise the remedies provided under the Appropriation Lease, and the Trustee, as provided under the Trust Indenture.

By execution of the applicable Acknowledgment and Consent below, the Board requests the Bank and the Trustee to acknowledge timely receipt of this Notice of Intent to Renew and consent to the renewal of the Appropriation Lease conditioned upon timely receipt from the Board of the Notice of Renewal.

Capitalized terms used in this notice and not defined herein shall have the meanings assigned to such terms in the Trust Indenture.

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH

By:_____
Title: _____

BANK'S ACKNOWLEDGMENT AND CONSENT

The undersigned, on behalf of the Bank, acknowledges timely receipt of the Board's Notice of Intent to Renew the Appropriation Lease, and consents to the renewal of the Appropriation Lease conditioned upon receipt from the Board of its Notice of Renewal no later than June 30, 20__.

Effective the ____ day of _____, 20__.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Lessor

By:_____
Title: _____

TRUSTEE'S ACKNOWLEDGMENT AND CONSENT

The undersigned, on behalf of the Trustee, acknowledges timely receipt of the Board's Notice of Intent to Renew the Appropriation Lease, and consents to the renewal of the Appropriation Lease conditioned upon receipt from the Board of its Notice of Renewal no later than June 30, 20__.

Effective the ____ day of _____, 20__.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Lessor

By:_____
Title: _____

EXHIBIT F

FORM OF NOTICE OF RENEWAL

TO: U.S. Bank Trust Company, National Association, as Lessor (the *"Bank"*)
U.S. Bank Trust Company, National Association, as Trustee (the *"Trustee"*)

DATE: _____, 20__

RE: Annual Appropriation Lease Agreement dated [Closing Month] 1, 2026 (the *"Appropriation Lease"*), between the Board of Education of Box Elder School District, Utah, as lessee (the *"the Board"*), and the Bank, as lessor, related to the Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026, dated [Closing Month] 1, 2026, issued pursuant to the Annual Appropriation Trust Indenture dated [Closing Month] 1, 2026 (the *"Trust Indenture"*), among the Board, the Bank, and the Trustee

NOTICE IS HEREBY GIVEN pursuant to Section 5.1 of the Appropriation Lease of the Board's renewal of the Appropriation Lease for the one-year period commencing July 1, 20__, through June 30, 20__ (the *"Renewal Term"*). Delivered herewith is a copy of the Board's official action with evidence of appropriation of funds sufficient to pay the Lease Payments due for the Renewal Term.

The obligation of the Board to make Lease Payments extends only through the Renewal Term; such obligation terminates at the expiration of the Renewal Term.

By execution of the applicable Acknowledgment and Consent below, the Board requests the Bank and the Trustee to acknowledge timely receipt of this Notice of Renewal and consent to the Renewal Term.

Capitalized terms used in this notice and not defined herein shall have the meanings assigned to such terms in the Trust Indenture.

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH

By:_____
Title: _____

BANK'S ACKNOWLEDGMENT AND CONSENT

The undersigned, on behalf of the Bank, acknowledges timely receipt of the Board's Notice of Renewal of the Appropriation Lease, and consents to the renewal of the Appropriation Lease for Renewal Term commencing July 1, 20__, through June 30, 20__.

Effective the ____ day of _____, 20__.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Lessor

By:_____
Title: _____

TRUSTEE'S ACKNOWLEDGMENT AND CONSENT

The undersigned, on behalf of the Bank, acknowledges timely receipt of the Board's Notice of Renewal of the Appropriation Lease, and consents to the renewal of the Appropriation Lease for Renewal Term commencing July 1, 20__, through June 30, 20__.

Effective the ____ day of _____, 20__.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Lessor

By:_____
Title: _____

Draft
6/5/26

ANNUAL APPROPRIATION TRUST INDENTURE

by and among

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Lessor

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee, Paying Agent and Registrar

Securing

$[Principal Amount]
Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026

Dated as of [Closing Month] 1, 2026

TABLE OF CONTENTS

SECTION	HEADING	PAGE
ARTICLE I	DEFINITIONS	3
Section 1.1.	Definitions	3
Section 1.2.	Rules of Construction; Time of Day	12
ARTICLE II	THE CERTIFICATES	12
Section 2.1.	Amount, Form and Issuance of Certificates	12
Section 2.2.	Designation, Denominations, Maturity, Dates, and Interest Rates	12
Section 2.3.	Execution	13
Section 2.4.	Delivery of Certificates	13
Section 2.5.	Authentication	13
Section 2.6.	Registration, Transfer and Exchange	14
Section 2.7.	Persons Deemed Owners	14
Section 2.8.	Payment of Principal and Interest; Record Dates	15
Section 2.9.	Book-Entry Certificates	16
Section 2.10.	Mutilated, Destroyed, Lost or Stolen Certificates	17
Section 2.11.	Temporary Certificates	18
Section 2.12.	Cancellation and Destruction of Surrendered Certificates	18
Section 2.13.	Disposition of Proceeds of Certificates	18
ARTICLE III	CONSTRUCTION FUND AND COSTS OF ISSUANCE FUND	19
Section 3.1.	Construction Fund	19
Section 3.2.	Costs of Issuance Fund	19
ARTICLE IV	DEBT SERVICE FUND AND REBATE FUND	20
Section 4.1.	Debt Service Fund	20
Section 4.2.	[Intentionally Omitted]	20
Section 4.3.	Moneys to Be Held for All Certificate Holders; Certain Exceptions	20
Section 4.4.	Rebate Fund	20
ARTICLE V	INVESTMENT OR DEPOSIT OF FUNDS	21
Section 5.1.	Deposits and Security Therefor	21
Section 5.2.	Investment or Deposit of Funds	21
ARTICLE VI	REDEMPTION OF CERTIFICATES	23
Section 6.1.	Certificates Subject to Redemption; Selection of Certificates to be Called for Redemption	23
Section 6.2.	Notice of Redemption	23
Section 6.3.	Payment of Redemption Price	24
Section 6.4.	Certificates Redeemed in Part	24

Section 6.5. Redemption of Certificates 25
Section 6.6. Redemption of Certificates upon Occurrence of Certain Events.....25

ARTICLE VII EVENTS OF DEFAULT AND EVENT OF NONRENEWAL 26

Section 7.1. Events of Default 26
Section 7.2. Examination of Records After Default or Nonrenewal 27
Section 7.3. Disposition; Other Remedies 27
Section 7.4. Application of Funds and Moneys after Default.....28
Section 7.5. Proceedings Brought by Trustee.....30
Section 7.6. Restrictions on Action of Owners.....31
Section 7.7. Remedies Not Exclusive 31
Section 7.8. Effect of Waiver and Other Circumstances 31
Section 7.9. Notice of Default and Nonrenewal 32

ARTICLE VIII THE TRUSTEE.....32

Section 8.1. Acceptance of Trust 32
Section 8.2. No Responsibility for Recitals, Etc.....32
Section 8.3. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Gross Negligence.....33
Section 8.4. Compensation and Indemnity 33
Section 8.5. Notice of Default; Right to Investigate.....33
Section 8.6. Obligation to Act on Defaults 33
Section 8.7. Reliance.....34
Section 8.8. Trustee May Deal in Certificates 34
Section 8.9. Construction of Ambiguity or Inconsistency.....35
Section 8.10. Resignation of Trustee 35
Section 8.11. Removal of Trustee.....35
Section 8.12. Appointment of Successor Trustee 35
Section 8.13. Qualification of Successor Trustee 35
Section 8.14. Instruments of Succession.....35
Section 8.15. Merger of Trustee 35
Section 8.16. Intervention by Trustee 36
Section 8.17. Appointment of Co-Trustee and Paying Agent 36
Section 8.18. Limitation on Trustee's Responsibilities Respecting Arbitrage 37
Section 8.19. Enforcement of Lease; Notice of Default 37

ARTICLE IX ACTS OF CERTIFICATE HOLDERS, EVIDENCE OF OWNERSHIP OF CERTIFICATES 37

Section 9.1. Acts of Certificate Holders, Evidence of Ownership of Certificates...37

ARTICLE X AMENDMENTS AND SUPPLEMENTS 37

Section 10.1. Amendments and Supplements Without Certificate Holders' Consent 37
Section 10.2. Amendments and Supplements With Certificate Holders' Consent....38

Section 10.3. Amendment of Lease 39
Section 10.4. Trustee Authorized to Join in Amendments and Supplements; Reliance on Counsel 39

ARTICLE XI DEFEASANCE 40

Section 11.1. Defeasance 40
Section 11.2. Provision for Payment.....40
Section 11.3. Deposit of Funds for Payment of Certificates.....41

ARTICLE XII MISCELLANEOUS PROVISIONS 41

Section 12.1. No Rights Conferred on Others 41
Section 12.2. Severability 41
Section 12.3. Notices 41
Section 12.4. Successors and Assigns.....42
Section 12.5. Headings for Convenience Only.....42
Section 12.6. Counterparts.....42
Section 12.7. Financing Statements.....42
Section 12.8. Applicable Law.....43
Section 12.9. Compliance with Public Contract Boycott Restrictions 43
Section 12.10. Limitation of the Board Liability.....44
Section 12.11. Notice to Rating Service 44

EXHIBIT A — Legal Description of the Property
EXHIBIT B — Form of Certificates
EXHIBIT C — Debt Service Schedule
EXHIBIT D — Legal Description of the Security Property

ANNUAL APPROPRIATION TRUST INDENTURE

THIS ANNUAL APPROPRIATION TRUST INDENTURE dated as of [Closing Month] 1, 2026 (this *"Trust Indenture"*), is entered into by and among BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH, a duly organized and existing body corporate and a political subdivision of the State of Utah (the *"Board"*), U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association existing under the laws of the United States of America, having a corporate trust office in Salt Lake City, Utah, as Trustee, paying agent and registrar (collectively referred to herein as the *"Trustee"*), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association existing under the laws of the United States of America, as lessor under the Lease hereinafter described (the *"Bank"*), for the benefit of the Owners from time to time of the certificates of participation to be issued hereunder.

RECITALS:

WHEREAS, the Bank has determined, at the request of the Board, to cause the Trustee to issue certificates of participation under and pursuant to this Trust Indenture to provide funds to the Board to finance certain project costs of the Board as described below, which certificates shall be designated "Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026," in the aggregate principal amount of $[Principal Amount] (the *"Certificates"*);

WHEREAS, the proceeds of the Certificates will be used to finance (a) the costs of preparing, constructing, furnishing, equipping and improving certain real and personal property comprising (i) additions to Discovery Elementary, (ii) a new elementary school in Tremonton and (iii) related facilities on the Property for use by the Board (the *"Improvements"*), and (b) the Costs of Issuance of the Certificates;

WHEREAS, the real property associated with the Improvements is specifically described in attached *Exhibit A* (the *"Property"*);

WHEREAS, the Board and the Bank have agreed to enter into a Primary Lease dated as of [Closing Month] 1, 2026 (the *"Primary Lease"*), under the terms of which the Board, as lessor, will lease the Property together with the Improvements to be constructed thereon (the Property and the Improvements collectively referred to herein as the *"Facilities"*) to the Bank, as lessee;

WHEREAS, in order to provide security for the Certificates during the construction of the Improvements, the Board as the owner of that certain real property located in Box Elder County, Utah (the *"Security Property"*), and all existing improvements thereon, as specifically described in attached *Exhibit D*, has agreed to enter into a Security Lease, dated as of [Closing Month] 1, 2026 with the Bank;

WHEREAS, the Board and the Bank have agreed to enter into an Annual Appropriation Lease Agreement dated as of [Closing Month] 1, 2026 (the *"Lease"*), under the terms of which the Bank, as lessor, will lease the Facilities and the Security Property back to the Board, as lessee, and the Board will pay lease payments to the Bank in the aggregate amount sufficient to pay the

principal, premium, if any, and interest on the Certificates as the same become due and payable (collectively, the *"Lease Payments"*);

WHEREAS, the Bank wishes to direct the authentication and delivery of the Certificates by the Trustee under this Trust Indenture, each evidencing an ownership interest in the Lease Payments to be made by the Board to the Bank or its assigns pursuant to the Lease, the proceeds of which will be deposited with the Trustee under this Trust Indenture and used by the Board to finance the Improvements and to pay the Costs of Issuance of the Certificates;

WHEREAS, the Certificates shall be secured by, among other things, the Trust Estate, as that term is defined in this Trust Indenture;

WHEREAS, the Certificates are to be substantially in the form attached hereto as *Exhibit B*; and

WHEREAS, the execution, authentication and delivery of the Certificates and of this Trust Indenture have been duly authorized by the Bank, and authorized by a resolution duly adopted by the Board in accordance with its authority, and all things necessary to make the Certificates, when executed and authenticated by the Trustee, valid and binding legal obligations and to make this Trust Indenture a valid and binding agreement and pledge of the Trust Estate to the payment of the principal of, premium, if any, and interest on the Certificates, have been done.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

That the Bank, in consideration of the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Certificates by the Owners thereof in order to secure the payment of the principal of, premium, if any, and interest on the Certificates according to their tenor and effect and the performance and observance by the Bank of all the covenants expressed or implied herein and in the Certificates, intending to be legally bound, does hereby assign, transfer and pledge, and grant therein a security interest as set forth below unto the Trustee and unto its successors in trust and its assigns forever:

(A) the Primary Lease and all right, title and interest (but not the obligations) of the Bank under and pursuant to the terms thereof;

(B) the Security Lease and all right, title and interest (but not the obligations) of the Bank under and pursuant to the terms thereof; *provided, however,* that the security interest in the Security Lease shall be automatically release from the provisions of this Trust Indenture upon the occupancy of the Facilities by the District;

(C) the Lease and all right, title and interest (but not the obligations) of the Bank under and pursuant to the terms thereof, and all payments including Lease Payments, revenues, rents and receipts received or receivable by the Bank under the Lease;

(D) all of the right, title and interest of the Bank in and to all Funds (other than the Rebate Fund) and accounts established under this Trust Indenture and all moneys and investments now or hereafter held therein; and

(E) all of the right, title and interest of the Bank in and to all furniture, furnishings and equipment acquired with proceeds of the Certificates located and installed in the Facilities or used in the operations of the Facilities as educational facilities of the Board, including, without limitation (i) chairs, tables, desks, book shelves, and other classroom and conference room furnishings; (ii) audio-visual and information technology equipment; and (iii) all such other furniture, furnishings and equipment used in the operations of the Facilities;

TO HAVE AND TO HOLD, the Primary Lease, the Security Lease, Lease Payments, funds, accounts, furniture, furnishings and equipment, and other right, title and interest hereby assigned and pledged or agreed or intended so to be (collectively the *"Trust Estate"*) to the Trustee and its successors in said trust as herein provided;

IN TRUST NEVERTHELESS, upon the terms herein set forth, for the equal and proportionate benefit, security and protection of all present and future Owners of the Certificates issued under and secured by this Trust Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Certificates over any other of the Certificates except as provided herein;

PROVIDED, HOWEVER, that upon final payment of the principal or redemption price of the Certificates and the interest due or to become due thereon, or in the event payment thereof shall be made, as permitted hereby, by deposit with the Trustee of the entire amount due or to become due on the Certificates, and all sums of money due or to become due the Trustee shall be paid to the Trustee in accordance with the terms and provisions hereof, then, upon such final payments and subject to the provisions of Article VI, this Trust Indenture and the rights hereby granted shall cease, terminate and be void, and the Trustee shall forthwith release, surrender and otherwise cancel any interest it may have in the Trust Estate; otherwise this Trust Indenture shall be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Certificates issued and secured hereunder are to be issued, authenticated and delivered and the Trust Estate, including all said payments, revenues, rents and receipts hereby pledged, is to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Board and the Bank have agreed and covenanted, and do hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Certificates, or any part thereof, as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. In this Trust Indenture, any indenture supplemental hereto (except as otherwise expressly provided for or unless the context otherwise requires), in addition

to the terms defined in the recitals hereto, the following terms shall have the meanings specified in this section:

"Annual Appropriation Lease Agreement" means the Annual Appropriation Lease Agreement between the Board, as lessee, and the Bank, as lessor, dated as of [Closing Month] 1, 2026, with respect to the annual lease of the Facilities by the Board from the Bank, as amended or supplemented.

"Act" means Chapter 4, Title 53G, and such Chapter may be amended from time to time.

"Authorized Denominations" means $5,000 and any integral multiple thereof.

"Authorized Representative" means, when used with reference to the performance of any act, the discharge of any duty or the execution of any certificate or other document, any officer, employee or other person authorized to perform such act, discharge such duty or execute such certificate or other document on behalf of the Bank or the Board.

"Bank" means U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America with a principal corporate office in Salt Lake City, Utah, and its successors and assigns, as lessor under the Lease.

"Beneficial Owner" means the beneficial owner of a Certificate.

"Board" means the Board of Education of Box Elder School District, Utah, a local school board of a school district organized and operating under the laws of the State.

"Business Administrator" means the acting Business Administrator of the District, or, in the absence or disability of the Business Administrator, the _____.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions in Salt Lake City, Utah, or in any other city in which the Office of the Trustee is located are required or authorized by law (including executive order) to close or on which the Office of the Trustee is closed for reasons not related to financial condition or (iii) a day on which the New York Stock Exchange is closed.

"Cash" means (i) balances in demand and checking accounts (net of outstanding drafts), and (ii) funds restricted by the Board to the extent that such funds are available for payment of debt service on the Certificates.

"Certificates" means the Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026.

"Certificate Register" shall have the meaning specified in Section 2.6 hereof.

"Certificate Year" means, in the case of the first Certificate Year, the period ending June 30, 2027, and in the case of each successive Certificate Year thereafter, the one-year period

beginning each July 1 and ending each June 30, with the final Certificate Year ending on _____, 20__.

"Code" means the Internal Revenue Code of 1986, as amended, and all regulations thereunder as they may exist from time to time, and all rulings and judicial decisions interpreting or construing it. A reference to any specific section of the Code shall be deemed also to be a reference to the comparable provisions of any enactment which supersedes or replaces the Code.

"Construction Fund" means the fund so designated and established pursuant to Section 3.1 hereof, including subaccounts established thereunder, if any.

"Consultant" shall mean a Person which is not, and no member, stockholder, director, officer or employee of which is, an officer, director or employee of the Board or the Bank, and which is a nationally recognized professional consultant having the skill and experience necessary to render the particular report required by the provisions hereof in which such requirement appears, and which is acceptable to the Trustee.

"Consulting Architect" shall mean a Person which is not, and no member, stockholder, director, officer or employee of which is, an officer, director or employee of the Board or the Bank, and which is a nationally recognized architect or engineer selected by the Board having the skill and experience necessary to render the particular report required by the provisions hereof in which such requirement appears.

"Consulting Architect's Certificate" means an opinion or report signed by the Consulting Architect.

"Continuing Disclosure Undertaking" means the written agreement executed by the Board for the benefit of the Owners of the Certificates and dated the date of delivery of the Certificates pursuant to which Board agrees to file the information and notices required by Securities and Exchange Commission Rule 15c2-12 (or any successor provision).

"Corporate Trust Office" means, with respect to the Trustee, the Office of the Trustee at 170 South Main, Suite 200, Salt Lake City, UT 84101, or any other office designated in writing by the Trustee.

"Costs of Acquisition and Construction" with respect to the Improvements shall include, together with any other proper item of cost not specifically mentioned herein, the cost of acquisition and construction of the Improvements and the financing thereof, including the cost of equipping, furnishing and improving the Improvements, the cost of acquisition and construction of parking and other related facilities on the Property for use in connection with the Improvements, the cost of field surveys, testing and advance planning undertaken in connection with the Improvements, the cost of acquisition by the Board of real property or any interest therein required for use in connection with the Improvements, the cost of preparation of sites thereof and of any land to be used in connection with the Improvements, the cost of any indemnity and surety bonds and insurance premiums, allocable administrative and general expenses of the Bank and the Board, allocable portions of inspection expenses, financing charges, legal fees, and fees and expenses of

financial advisors and Consultants in connection with the Improvements, the cost of audits in connection with the Improvements, the cost of all machinery, apparatus and equipment, the cost of engineering, the cost of utilities, architectural services, design, plans, specifications and surveys in connection with the Improvements, estimates of cost, and all other expenses not specified herein necessary or incidental to determining the feasibility or practicability of the Improvements, or necessary or incidental to the acquisition and construction of the Improvements, the financing of the Improvements, and the placing of the Facilities into use and operation, and, to the extent permissible under the Code, the reimbursement of the Board for any moneys advanced to pay the foregoing costs.

"Costs of Issuance" shall mean the costs of issuance, sale and delivery of any Certificates, including but not limited to the following:

(a) Expenses incurred by the Board and the Bank in connection with the issuance, sale and delivery of the Certificates and in connection with the preparation and execution of this Trust Indenture, the Lease, the Primary Lease and all related documents, title insurance, printing, photocopying and engraving expenses, mortgage taxes and recording fees, Trustee and Rating Service fees, and legal, underwriting, municipal advisory, consulting and accounting fees and expenses; and

(b) Any sums required to reimburse the Bank and the Board for advances made by either for any of the above items.

"Costs of Issuance Fund" means the fund so designated and established pursuant to Section 3.2 hereof.

"Counsel" means an attorney at law or law firm (who may be special counsel or counsel for the Bank or the Board) not unsatisfactory to the Trustee.

"Debt Service Fund" means the fund so designated and established pursuant to Section 4.1 hereof.

"District" means the Box Elder School District, Utah.

"DTC" means The Depository Trust Company and Clearing Corporation (a limited purpose trust company), New York, New York.

"Environmental Law" means any federal, state or local environmental statute, regulation, or ordinance presently in effect or that may be promulgated in the future as such statutes, regulations and ordinances may be amended from time to time, including but not limited to the statutes listed below:

(a) Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*;

(b) Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*;

(c) Clean Air Act, 42 U.S.C. § 7401 *et seq.*;

(d) Federal Water Pollution Control Act (Clean Water Act of 1977), 33 U.S.C. § 1251 *et seq.*;

(e) Federal Insecticide, Fungicide, and Rodenticide Act (Federal Pesticide Act of 1978), 7 U.S.C. § 136 *et seq.*;

(f) Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; and

(g) Safe Drinking Water Act, 42 U.S.C. § 300f *et seq*.

"Event of Default" means any of the events specified in Section 7.1 hereof to be an Event of Default.

"Event of Nonrenewal" means the election by the Board to not renew the Lease for the next Renewal Term as provided in Section 5.1(b) of the Lease, *provided* that an election by the Board not to enter into a Renewal Term subsequent to the exercise of an Option to Purchase shall not constitute an Event of Nonrenewal. An Event of Nonrenewal shall be effective upon expiration of the current Lease Term of the Lease.

"Facilities" means the Property and the Improvements collectively, as defined herein.

"Favorable Opinion" means an opinion of Special Counsel addressed to the Bank and the Trustee to the effect that (i) the action proposed to be taken is authorized or permitted by the law of the State and this Trust Indenture and (ii) such action will not adversely affect the exclusion from gross income of interest on the Certificates for purposes of federal income taxation.

"Fiscal Year" means that period adopted by the Board as its annual accounting period, July 1 through June 30.

"Funds" mean the Construction Fund, the Costs of Issuance Fund, the Debt Service Fund, and the Rebate Fund, and any and all subaccounts established thereunder.

"Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed as to full and timely payment by, the United States of America.

"Hazardous Substances" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance, or other similar term, by any Environmental Law.

"Holder," "Certificate Holder" or *"Owner"* means the registered owner of a Certificate.

"Indemnitees" shall have the meaning set forth in Section 8.10(c) of the Lease.

"Initial Term" means the initial term of the Lease commencing on the date of issuance of the Certificates and terminating on June 30, 2027.

"Insurance Consultant" shall mean a Person which is not, and no member, stockholder, director, officer or employee of which is, an officer, director or employee of the Board or the Bank, and which is a nationally recognized insurance consultant selected by the Board having the skill and experience necessary to render the particular report required by the provisions hereof in which such requirement appears.

"Interest Payment Date" means each _____ and _____, commencing _____, 2027.

"Lease" means the Annual Appropriation Lease Agreement, and any amendments and supplements thereto.

"Lease Payment Date" means each _____ and _____ during the Lease Term, commencing _____, 202_.

"Lease Payments" means the installment payments received or receivable by the Bank from the Board with respect to the Certificates pursuant to Section 5.3 of the Lease. *Exhibit B* attached to the Lease is a schedule of the Lease Payments attributable to the Lease, subject to annual appropriation and renewal of the Lease.

"Lease Term" means the period beginning on the effective date of the Lease and ending on June 30, 2027, constituting the Initial Term, and subject to the provisions of the Lease, any Renewal Terms, none of which shall exceed one Fiscal Year in length.

"Maturity Date" means, with respect to the Certificates, August 1 of the years reflected on *Exhibit C* hereto, with the final maturity on _____, 20__.

[*"Moody's"* means Moody's Investors Service, Inc., New York, New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated in writing by the Board.]

"Net Certificate Proceeds" means the gross proceeds of the sale of the Certificates less the amount of underwriter's discount, plus the amount of any net original issue premium or less the amount of any original issue discount.

"Net Proceeds" means proceeds (net of all expenses, including all attorneys' fees, incurred in the collection thereof) from insurance, condemnation awards (or other similar amounts) received as a result of any damage to, destruction or taking under the power of eminent domain of the Facilities.

"Notice of Intent to Renew" means a written notice authorized and provided to the Bank and Trustee by the Board on or before June 1 and no later than June 15 of each year stating that the Board intends to renew the Lease for an additional Renewal Term beginning on the following July 1 conditioned upon appropriation by the Board of the Lease Payments for such Renewal Term.

"Notice of Renewal" means a written notice delivered to the Bank and Trustee by the Board promptly following the adoption of the Board's budget containing the appropriation of the Lease Payments for an additional Renewal Term and in no event later than June 30 preceding the next Renewal Term, accompanied by a certified copy of the resolution or other official action of the Board adopting its budget which includes the expenditure of funds for Lease Payments for said Renewal Term.

"Office" of an entity means its office at the address set forth in Section 12.3, or any other office designated in writing by such entity to the Board, the Bank and the Trustee as the Office of such entity for purposes of this Trust Indenture; *provided* that, for the purposes of the definition of "Business Day" herein, the Office of the Trustee shall be its designated office in Salt Lake City, Utah, as set forth in Section 12.3.

"Opinion of Special Counsel" shall mean an opinion in writing signed by Special Counsel.

"Opinion of Counsel" shall mean an opinion in writing signed by an attorney or firm of attorneys who may be counsel for the Bank or the Board, or other counsel acceptable to the Trustee.

"Options to Purchase" mean the options described in Article XI of the Lease pursuant to which the Board is granted options to purchase Bank's right, title and interest in the Facilities.

"Outstanding," in connection with the Certificates means, as of any particular date, all Certificates issued, sold and delivered under this Trust Indenture, except:

(a) Certificates (or portions thereof) canceled or required to be canceled under Section 2.12;

(b) Certificates which are deemed paid in accordance with Article XI; and

(c) Certificates in substitution for which other Certificates have been authenticated and delivered pursuant to Article II.

In determining whether the Owners of a requisite aggregate principal amount of Certificates Outstanding have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions hereof or of the Lease, any Certificates which the Trustee knows to be owned by the Board shall be disregarded for the purpose of any such determination.

"Owner" or *"Holder"* means the registered owner of a Certificate.

"Permitted Encumbrances" shall be those liens and encumbrances set forth in *Exhibit C* to the Lease.

"Permitted Investments" means such investments as shall be legal investments for such funds under the State Money Management Act, Title 51, Chapter 7, Utah Code, or State law as then in effect.

"Person" shall include an individual, association, unincorporated organization, a corporation, partnership, joint venture, business trust or a government or an agency or a political subdivision thereof, or any other entity.

"Primary Lease" means the Primary Lease dated as of [Closing Month] 1, 2026, between the Board, as lessor, and the Bank, as lessee, pursuant to which the Facilities are leased by the Board to the Bank, and any amendments and supplements thereto.

"Property" means that certain real property owned by the Board and described in *Exhibit A* hereto, and all existing improvements thereon.

"Rating Service" means [Moody's] and its successors and assigns, or if [Moody's] shall be dissolved or no longer assigning credit ratings to long-term debt, then any other nationally recognized entity assigning credit ratings to long-term debt designated in writing by the Board.

"Rebate Fund" means the fund so designated which is established pursuant to Section 4.4.

"Rebate Requirement" shall have the meaning designated in Section 4.4(a) hereof.

"Record Date" means, as the case may be, the 15th day of the month preceding an Interest Payment Date, or the Special Record Date.

"Renewal Term" means any renewal of the Lease by the Board commencing on July 1, 2027, or on any subsequent July 1, and terminating on the following June 30. Each Renewal Term shall be for no more than one year in duration. The final Renewal Term shall commence July 1, 20__, and terminate June 30, 20__, unless the Lease shall be earlier terminated as provided therein.

"Representation Letter" means the representation letter from the Board to DTC or any blanket issuer letter of representation executed by the Board in favor of DTC.

"Responsible Officer" means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Trust Indenture.

"Security Lease" means the Security Lease dated as of [Closing Month] 1, 2026, between the Board, as lessor, and the Bank, as lessee, pursuant to which the Security Property is leased by the Board to the Bank, and any amendments and supplements thereto.

"Security Property" means that certain real property owned by the Board and described in *Exhibit D* hereto, and all existing improvements thereon.

"Special Counsel" means an attorney or firm of attorneys of nationally recognized standing in matters pertaining to obligations issued by states and their political subdivisions and the exclusion of interest thereon from gross income for federal income tax purposes, appointed by the Board.

"Special Record Date" means such date as may be fixed for the payment of defaulted interest in accordance with Section 2.8(c).

"State" means the State of Utah.

"Supplemental Indenture" shall mean an indenture supplemental to, and authorized and executed pursuant to the terms of this Trust Indenture.

"Tax Certificate" means the Tax Exemption Certificate and Agreement dated as of the date of issuance of the Certificates executed by the Board and delivered to the Trustee.

"Trust Estate" means the property pledged and assigned to the Trustee pursuant to the granting clauses of this Trust Indenture.

"Trust Indenture" means this Annual Appropriation Trust Indenture as amended or supplemented at the time in question.

"Trustee" means U.S. Bank Trust Company, National Association, a national banking association, acting as a fiduciary under this Trust Indenture, being the registrar, paying agent and trustee under this Trust Indenture for the benefit of the Certificate Holders, and its successor or successors and any corporation or association resulting from or surviving any consolidation or merger to which it or its successor(s) may be a part and any other corporation or association which may at any time be substituted in its place as successor trustee pursuant to Article VIII or otherwise (in each case including collectively each separate trustee and each co-trustee (if any), acting jointly or separately, appointed and acting pursuant to Section 8.17). The "Office of the Trustee" shall mean the designated Corporate Trust Office of the Trustee in Salt Lake City, Utah, at which at any particular time its corporate trust business shall be administered (which office at the time of the execution of this Trust Indenture is located at 170 South Main Street, Suite 200, Salt Lake City, Utah); *provided, however,* that with respect to payments on the Certificates and any exchange, transfer, or other surrender of the Certificates, the Office of the Trustee shall mean the corporate trust operations office of the Trustee in St. Paul, Minnesota, or such other office or location designated by the Trustee by written notice and shall include such office of any successor Trustee.

"Utah Code" means the Utah Code Annotated 1953, as amended.

Section 1.2. Rules of Construction; Time of Day. In this Trust Indenture, unless otherwise indicated, (i) defined terms may be used in the singular or the plural, (ii) the use of any gender includes all genders, (iii) the words "hereof," "herein," "hereto," "hereby" and "hereunder" (except in the forms of Certificates) refer to this entire Trust Indenture, and (iv) all references to particular Articles or Sections are references to the Articles or Sections of this Trust Indenture. References to any time of the day in this Trust Indenture shall refer to Mountain Standard Time or Mountain Daylight Saving Time, as in effect in Box Elder County, Utah, on such day. Unless the context clearly indicates otherwise, no covenant or provision herein shall extend beyond the Lease Term. All obligations of the Board hereunder shall cease upon an Event of Nonrenewal, unless otherwise set forth herein.

ARTICLE II

THE CERTIFICATES

Section 2.1. Amount, Form and Issuance of Certificates. (a) The Certificates shall, except as provided in Section 2.10, be limited in aggregate principal amount to $[Principal Amount], and shall contain substantially the terms recited in the form of the Certificates attached hereto as *Exhibit B*. All Certificates shall provide that principal (or redemption price) and interest in respect thereof shall be payable only out of the Lease Payments. Pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures, "CUSIP" numbers may be printed on the Certificates. The Certificates may bear such endorsement or legend satisfactory to the Trustee as may be required to conform to usage or law with respect thereto.

(b) Upon the execution and delivery hereof, the Bank shall cause the Trustee to execute and authenticate the Certificates in the aggregate principal amount of $[Principal Amount]. At the written direction of the Bank, after authentication, the Trustee shall deliver the Certificates to the purchasers thereof as identified in such written direction.

Section 2.2. Designation, Denominations, Maturity, Dates, and Interest Rates. (a) The Certificates shall be designated as the "Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026."

(b) The Certificates shall be issuable only in Authorized Denominations.

(c) The Certificates shall mature as provided in *Exhibit C*, subject to prior redemption as provided in Article VI, and shall be in the form attached to this Trust Indenture as *Exhibit B*. Certificates may be issued at a premium above, or at a discount below, the original purchase price thereof.

(d) The Certificates shall bear interest at the rates per annum set forth on *Exhibit C* from and including the date of issuance thereof until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions hereof, whether at maturity, upon redemption or otherwise. Payment of interest on each Certificate shall be made on each Interest Payment Date for such Certificate for unpaid interest accrued during the interest accrual period to the Owner of record of such Certificate on the applicable Record Date.

(e) The Trustee will promptly pay or cause to be paid the principal of, redemption price, if any, and interest on all Certificates issued hereunder according to the terms hereof. The principal, redemption price, if any and interest payments are payable solely from the Trust Estate, which is hereby specifically pledged to the payment thereof in the manner and to the extent herein specified. Nothing in the Certificates or in this Indenture shall be considered or construed as pledging any funds or assets of the Trustee other than those pledged hereby or creating any liability of the Trustee's directors, employees or other agents.

Section 2.3. Execution. The Certificates shall be executed and authenticated by the manual or facsimile signature of an authorized officer of the Trustee. Certificates executed as above provided may be issued and shall, upon the written request of the Bank, be authenticated by the Trustee, notwithstanding that any officer signing such Certificates or whose facsimile signature appears thereon shall have ceased to hold office at the time of issuance or authentication.

Section 2.4. Delivery of Certificates. Upon the execution and delivery of this Trust Indenture, the Bank shall request the Trustee to execute and authenticate the Certificates and deliver them to the initial purchaser thereof as directed by the Bank.

Prior to the delivery by the Trustee of any of the Certificates, there shall have been filed with or delivered to the Trustee the following:

1. the resolution of the Board duly adopted by the Board and certified by the Business Administrator, authorizing the execution of the Primary Lease, the Lease, and this Trust Indenture, and approving the issuance of the Certificates;

2. a duly executed copy of this Trust Indenture;

3. a duly executed copy of the Primary Lease;

4. a duly executed copy of the Security Lease;

5. a duly executed copy of the Lease;

6. a duly executed copy of the Tax Certificate; and

7. a written request and authorization to the Trustee by the Bank to authenticate and deliver the Certificates to the initial purchaser(s) thereof upon payment to the Trustee for the account of the Bank of a sum specified in such written request and authorization plus accrued interest, if any, to the date of delivery of the Certificates.

Section 2.5. Authentication. No Certificate shall be valid for any purpose until authenticated and duly executed and dated by the Trustee as provided in this Trust Indenture, and such authentication shall be conclusive proof that such Certificate has been duly authenticated and delivered under this Trust Indenture and that the Owner thereof is entitled to the benefit of the trust hereby created.

Section 2.6. Registration, Transfer and Exchange. (a) All Certificates shall be issued in fully registered form. The Certificates shall be registered upon original issuance and upon subsequent transfer or exchange as provided in this Trust Indenture. The Trustee shall act as registrar and transfer agent for the Certificates. The Trustee shall keep at its Office a register (herein sometimes referred to as the *"Certificate Register"*) in which, subject to such reasonable regulations as it or the Bank may prescribe, the Bank shall provide for the registration of the Certificates and for the registration of transfers of the Certificates. The Trustee shall, at any time as reasonably requested by the Bank, certify and furnish to the Bank the names, addresses and holdings of Certificate Holders and any other relevant information reflected in the Certificate Register, and the Bank shall for all purposes be fully entitled to rely upon the information so furnished to it and shall have no liability or responsibility in connection with the preparation thereof.

(b) Certificates may be transferred only on the Certificate Register. Upon surrender for transfer of any Certificate at the Office of the Trustee, the Trustee shall issue and authenticate and deliver in the name of the transferee or transferees, one or more new fully registered Certificates of like series and maturity of Authorized Denominations for the aggregate principal amount which the Owner is entitled to receive.

(c) At the option of an Owner, Certificates may be exchanged for other Certificates of any other Authorized Denomination, of like series and of a like aggregate principal amount, upon surrender of the Certificates to be exchanged at the Office of the Trustee. Whenever any Certificates are so surrendered for exchange, the Bank shall cause to be issued and the Trustee shall authenticate and deliver the Certificates which the Owner making the exchange is entitled to receive.

(d) All Certificates presented for transfer or exchange, redemption or payment (if so required by the Bank or the Trustee), shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signatures satisfactory to the Trustee, duly executed by the Owner or by his attorney duly authorized in writing.

(e) No service charge shall be made for any transfer or exchange of Certificates, but the Bank may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

(f) The Bank shall not be required to transfer or exchange any Certificates selected, called or being called for redemption in whole or in part until the applicable redemption date.

(g) New Certificates delivered upon any transfer or exchange shall be valid obligations, evidencing the same debt as the Certificates surrendered, shall be secured by this Trust Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Certificates surrendered.

Section 2.7. Persons Deemed Owners. The Bank and the Trustee may deem and treat the person in whose name ownership of any Certificate is registered as the absolute Owner thereof (whether or not such Certificate shall be overdue and notwithstanding any notation of ownership

or other writing thereon made by anyone other than the Trustee) for the purpose of receiving payment of or on account of the principal of (and premium, if any, on), and (subject to Section 2.8) interest on, such Certificate, and for all other purposes, and neither the Bank nor the Trustee shall be affected by any notice to the contrary. All such payments so made to any such Owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Certificate.

Section 2.8. Payment of Principal and Interest; Record Dates. (a) The principal and redemption price of any Certificate shall be payable upon presentation and surrender of such Certificate at the Office of the Trustee. Interest on any Certificate on each Interest Payment Date in respect thereof shall be payable by check mailed on the applicable Interest Payment Date to the address of the person entitled thereto as such address shall appear in the Certificate Register; *provided* that at the written request of the Owner of at least $1,000,000 aggregate principal amount of Certificates received by the Trustee at least one Business Day before the corresponding Record Date, interest accrued on the Certificates will be payable by wire transfer within the continental United States in immediately available funds to the bank account number of such Owner specified in such request and entered by the Trustee on the Certificate Register. The principal or redemption price becoming due with respect to Certificates shall, at the written request of the Owner of at least $1,000,000 aggregate principal amount of such Certificates, be paid by wire transfer within the continental United States in immediately available funds to the bank account number of such Owner appearing on the Certificate Register, but only upon presentation and surrender of such Certificates. The principal, redemption price of and interest on the Certificates shall be paid in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

(b) Interest on any Certificate which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name the Certificate is registered at the close of business on the Record Date for such interest.

(c) Any interest on any Certificate which is payable on any Interest Payment Date but is not paid or provided for on such date or within three Business Days thereafter (herein called *"Defaulted Interest"*) shall forthwith cease to be payable to the Owner on the relevant Record Date by virtue of having been such Owner, and such Defaulted Interest shall be paid, pursuant to Section 7.4, to the Owner in whose name the Certificate is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than five (5) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Certificate Holders, at his address as it appears in the Certificate Register, not less than ten (10) days prior to such Special Record Date.

(d) Subject to the foregoing provisions of this Section, each Certificate delivered under this Trust Indenture upon transfer of or exchange for or in lieu of any other Certificate shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Certificate.

Section 2.9. Book-Entry Certificates. (a) Except as provided in subparagraph (c) of this Section 2.9, the registered Owner of all of the Certificates shall be DTC and the Certificates shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest on any Certificate registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer of immediately available funds to the account of Cede & Co. on the Interest Payment Date for the Certificates at the address indicated on the Record Date or Special Record Date for Cede & Co. in the Certificate Register kept by the Trustee.

(b) The Certificates shall be initially issued in the form of separate single fully registered Certificates, authenticated by the Trustee in the amount of each separately stated maturity of each series of the Certificates. Upon initial issuance, the ownership of such Certificates shall be registered in the registry books of the Bank kept by the Trustee in the name of Cede & Co., as nominee of DTC. The Trustee and the Bank shall treat DTC (or its nominee) as the sole and exclusive owner of the Certificates registered in its name for the purposes of payment of the principal or redemption price of or interest on the Certificates, selecting the Certificates or portions thereof to be redeemed, giving any notice permitted or required to be given to Certificate Holders under this Trust Indenture, registering the transfer of Certificates, obtaining any consent or other action to be taken by Certificate Holders and for all other purposes whatsoever, and neither the Trustee nor the Bank shall be affected by any notice to the contrary. Neither the Trustee nor the Bank shall have any responsibility or obligation to any DTC participant, any person claiming a beneficial ownership interest in the Certificates under or through DTC or any DTC participant, or any other person which is not shown on the registration books of the Trustee as being a Certificate Holder, with respect to: (i) the accuracy of any records maintained by DTC or any DTC participant; (ii) the payment of DTC or any DTC participant of any amount in respect of the principal or redemption price of or interest on the Certificates; (iii) any notice which is permitted or required to be given to Certificate Holders under this Trust Indenture; (iv) the selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the Certificates; or (v) any consent given or other action taken by DTC as Certificate Holders. The Trustee shall pay all principal or premium, if any, and interest on the Certificates only to or "upon the order of" (as that term is used in the Uniform Commercial Code as adopted in the State) DTC and all such payments shall be valid and effective to fully satisfy and discharge the Bank's obligations with respect to the principal of and premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Certificate for each separately stated maturity of the respective series evidencing the obligation of the Bank to make payments of principal of and premium, if any, and interest pursuant to this Trust Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the word "Cede & Co." in this Trust Indenture shall be deemed to be changed to reflect such new nominee of DTC.

(c) In the event the Trustee (at the direction of the Bank) determines that it is in the best interest of the Beneficial Owners of the Certificates that they be able to obtain Certificates, the Bank may notify in writing DTC and the Trustee, whereupon DTC will notify the DTC participants of the availability through DTC of Certificates. In such event, the Trustee, at the expense of the Bank, shall deliver, transfer and exchange Certificates as directed in writing by DTC as the Certificate Holders in appropriate amounts. DTC may determine to discontinue providing its

services with respect to the Certificates at any time by giving written notice to the Bank and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Bank and the Trustee, at the expense of the Bank, shall be obligated to deliver Certificates in the form of fully registered Certificates without coupons in Authorized Denominations of $5,000, or any integral multiple thereof. The Trustee shall treat any Certificate of a denomination greater than $5,000 as representing that number of separate Certificates each of the denomination of $5,000 as can be obtained by dividing the actual principal amount of such Certificate by $5,000. In the event Certificates are issued, the provisions of this Trust Indenture shall apply to, among other things, the transfer and exchange of such Certificates and the method of payment of principal of and interest on such Certificates. Whenever DTC requests the Bank and the Trustee to do so, the Trustee and the Bank will cooperate with DTC in taking appropriate action after reasonable written notice (i) to make available one or more separate Certificates evidencing the Certificates to any DTC participant having Certificates credited to its DTC account, or (ii) to arrange for another securities depository to maintain custody of Certificates evidencing the Certificates.

(d) Notwithstanding any other provision of this Trust Indenture to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) In connection with any notice or other communication to be provided to Certificate Holders pursuant to this Trust Indenture by the Bank or the Trustee with respect to any consent or other action to be taken by Certificate Holders, the Bank or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC as sole Certificates Holder notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible. Notice to DTC shall be given only when DTC is the sole Certificates Holder.

Section 2.10. Mutilated, Destroyed, Lost or Stolen Certificates. (a) If any Certificate shall become mutilated, lost, stolen or destroyed, the affected Certificate Holders shall be entitled to the issuance of a substitute Certificate only as follows:

(i) in the case of a lost, stolen or destroyed Certificate, the Certificate Holders shall (A) provide notice of the loss, theft or destruction to the Trustee within a reasonable time after the Certificate Holders receives notice of the loss, theft or destruction, (B) request the issuance of a substitute Certificate, and (C) provide evidence satisfactory to the Trustee of the ownership and the loss, theft or destruction of the affected Certificate;

(ii) in the case of a mutilated Certificate, the Certificate Holders shall surrender the Certificate to the Trustee for cancellation; and

(iii) in all cases, the Certificate Holders shall provide indemnity against any and all claims arising out of or otherwise related to the issuance of substitute Certificates pursuant to this Section 2.10 satisfactory to the Trustee and the Bank.

Upon compliance with the foregoing, a new Certificate of like tenor and denomination, including the same series, issued by the Trustee, shall be authenticated by the Trustee and delivered to the Certificate Holders, all at the expense of the Certificate Holders to whom the substitute Certificate is delivered. Notwithstanding the foregoing, the Trustee shall not be required to authenticate and deliver any substitute Certificate for a Certificate which has been called for redemption or which has matured or is about to mature and, in any such case, the principal or redemption price and interest then due or becoming due shall be paid by the Trustee with funds available under this Trust Indenture for such purpose in accordance with the terms of the mutilated, lost, stolen or destroyed Certificate without substitution therefor.

(b) Every substituted Certificate issued pursuant to this Section 2.10 shall be entitled to all the benefits of this Trust Indenture equally and proportionately with any and all other Certificates duly issued hereunder unless the Certificate alleged to have been destroyed, lost or stolen shall be at any time enforceable by a bona fide purchaser for value without notice. In the event the Certificate alleged to have been destroyed, lost or stolen shall be enforceable by anyone, the Bank may recover the substitute Certificate from the Certificate Holders to whom it was issued or from anyone taking under the Certificate Holders except a bona fide purchaser for value without notice.

(c) All Certificates shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Certificates, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or investment or other securities without their surrender.

Section 2.11. Temporary Certificates. Pending preparation of definitive Certificates, or by agreement with the purchasers of all the Certificates, upon request of the Bank, the Trustee may issue and authenticate, in lieu of definitive Certificates, one or more temporary printed or typewritten Certificates in Authorized Denominations of substantially the tenor recited above. Upon request of the Bank, the Trustee shall authenticate definitive Certificates of the same series and maturity in exchange for and upon surrender of an equal principal amount of temporary Certificates. Until so exchanged, temporary Certificates shall have the same rights, remedies and security hereunder as definitive Certificates.

Section 2.12. Cancellation and Destruction of Surrendered Certificates. Certificates surrendered for payment, redemption, transfer or exchange and Certificates surrendered to the Trustee by the Bank for cancellation shall be canceled and destroyed by the Trustee in accordance with applicable law. Upon request, the Trustee shall deliver to the Bank certificates of destruction in respect of all Certificates so destroyed.

Section 2.13. Disposition of Proceeds of Certificates. Upon the issuance and sale of the Certificates, the Bank shall cause the proceeds thereof to be delivered to the Trustee, and the Trustee shall forthwith deposit such proceeds as provided in Section 4.2 of the Lease.

ARTICLE III

CONSTRUCTION FUND AND COSTS OF ISSUANCE FUND

Section 3.1. Construction Fund. (a) There is hereby established with the Trustee, as described in this Article III, a fund designated as the "Construction Fund."

(b) Except as otherwise provided herein, moneys on deposit in the Construction Fund shall be used to pay Costs of Acquisition and Construction of the Improvements.

(c) Upon delivery to the Trustee of a written request of the Board, in the form provided under the Lease, provided no Event of Default has occurred and is continuing, moneys on deposit in or allocated to the Construction Fund shall be disbursed to pay Costs of Acquisition and Construction of the Improvements. The Trustee shall be fully protected in making such requested disbursements and has no duty or obligation to confirm that such requested disbursements constitute Costs of Acquisition and Construction of the Improvements.

(d) Amounts on deposit in the Construction Fund may be invested by the Trustee, if applicable, pursuant to a written certificate of the Board in Permitted Investments that mature not later than such times as shall be necessary to provide moneys when needed to pay such Costs of Acquisition and Construction. The interest, as well as the gain, if any, on such investments shall be deposited into the Construction Fund.

(e) After the payment of the Costs of Acquisition and Construction of the Improvements, as certified by the Board, any moneys remaining in the Construction Fund shall be transferred (i) first, to the Rebate Fund in an amount required to comply with this Trust Indenture, and (ii) second, to the extent of any remaining balance, to the Debt Service Fund, and the Construction Fund shall thereafter be closed and terminated.

Section 3.2. Costs of Issuance Fund. (a) There is hereby established with the Trustee, as described in this Section 3.2, a fund designated as the "Costs of Issuance Fund" into which shall be deposited so much of the Net Certificate Proceeds as shall be required to pay the Costs of Issuance of the Certificates, which amount is stated in Section 4.2 of the Lease, and from which the Costs of Issuance (except the underwriter's compensation) shall be paid by the Trustee pursuant to a written certificate and request of the Board. Such amounts shall be paid by the Trustee upon receipt of such written certificate and request of the Board and the Trustee has no duty or obligation to confirm that such requested amounts constitute Costs of Issuance.

(b) Moneys in the Costs of Issuance Fund shall be invested by the Trustee in Permitted Investments pursuant to a written certificate by the Board. The interest, as well as the gain, if any, on such investments shall be deposited into the Costs of Issuance Fund.

(c) Any balance remaining in the Costs of Issuance Fund after payment of the Costs of Issuance, or ninety (90) days after the initial delivery of the Certificates, whichever shall first occur, shall be transferred to the Construction Fund, and the Costs of Issuance Fund shall thereupon be closed and terminated.

(d) Upon an occurrence of an Event of Default hereunder and the exercise by the Trustee of the remedy specified in Section 7.1 hereof, any moneys in the Costs of Issuance Fund, after any transfer to the Rebate Fund, shall be transferred by the Trustee to the Debt Service Fund and applied in accordance with Section 7.4 hereof.

ARTICLE IV

DEBT SERVICE FUND AND REBATE FUND

Section 4.1. Debt Service Fund.

(a) *Establishment of Debt Service Fund*. There is hereby established with the Trustee, as described in this Section 4.1, a fund designated as the "Debt Service Fund," for the payment of principal of, premium, if any, and interest on the Certificates.

(b) *Deposits into the Debt Service Fund*. Upon receipt of Lease Payments, the Bank shall cause the Trustee to deposit such amounts into the Debt Service Fund to be used to pay principal of, premium, if any, and interest on the Certificates pursuant to the Lease.

(c) *Application of Debt Service Fund*. Except as otherwise provided in Section 7.4 herein, moneys in the Debt Service Fund shall be applied to the following in the order of priority indicated:

(i) the payment when due of principal of, premium, if any, and interest on the Certificates, other than Certificates then owned by the Board; and

(ii) the payment when due of principal of, premium, if any, and interest on Certificates owned by the Board.

(d) *Credits*. If at any time the Trustee has funds, which under the provisions of this Trust Indenture are to be applied to pay the principal or redemption price of or interest on the Certificates, the Bank, to the extent that such funds are to be so applied, shall reduce the payments due from the Board under the Lease, equal to the amount of such funds.

Section 4.2. [Intentionally Omitted].

Section 4.3. Moneys to Be Held for All Certificate Holders; Certain Exceptions. Moneys and investments thereon in the Debt Service Fund shall, until applied as provided in this Trust Indenture, be held by the Trustee for the benefit of the Owners of all Outstanding Certificates as provided herein, except that any portion of the moneys on deposit therein representing principal or redemption price of, and interest on, any Certificates previously matured or called for redemption in accordance with Article VI shall be held for the benefit of the Owners of such Certificates only.

Section 4.4. Rebate Fund. (a) There is hereby established with the Trustee a fund designated as the "Rebate Fund" which shall be held separate and apart from all other Funds

established under this Trust Indenture. During the Lease Term and promptly after the end of each fifth Certificate Year (and not later than 30 days after the redemption, payment at maturity or other retirement of the last Certificate), the Board, using such Consultants as it deems necessary, shall calculate the amount, if any, required to be rebated as of such date to the United States Treasury with respect to the Certificates (the *"Rebate Requirement"*), and shall instruct the Trustee in writing to transfer such amounts from the Debt Service Fund to the Rebate Fund or shall otherwise pay such amounts to the Trustee for deposit into the Rebate Fund from funds appropriated therefor. All amounts in the Rebate Fund, including income earned from investment of the Rebate Fund, shall be held by the Trustee free and clear of the lien of this Trust Indenture, and the Trustee shall pay said amounts over to the United States from time to time as the Trustee shall be instructed in writing by the Board, in accordance with the Tax Certificate.

(b) The Trustee shall retain records of the determinations of the amount required to be deposited in the Rebate Fund that it receives from the Board or the Board's Consultants, of the proceeds of any investments of moneys in the Rebate Fund, and of the amounts paid to the United States until the date six years after the discharge of the last of the Certificates.

(c) Notwithstanding anything in this Section 4.4 or this Trust Indenture to the contrary, the Trustee shall not have any obligation to calculate the Rebate Requirement, review or ascertain the accuracy of the information contained in any instruction or calculation provided to the Trustee by the Board or its Consultants in connection with the Rebate Requirement determination and the deposits into or disbursements from the Rebate Fund, but shall be entitled to rely on such statements and the information contained therein in all respects for all purposes.

ARTICLE V

INVESTMENT OR DEPOSIT OF FUNDS

Section 5.1. Deposits and Security Therefor. All moneys received by the Trustee under this Trust Indenture shall be considered trust funds, shall not be subject to lien or attachment and shall, except as hereinafter provided, be deposited with the Trustee until or unless invested or deposited as provided in Section 5.2. The Rebate Fund is held solely for the benefit of the United States Government and not for the benefit of the Certificate Holders or the Trustee. All deposits with the Trustee (whether original deposits under this Section or deposits or redeposits in time accounts under Section 5.2) shall be secured as required by applicable law for such trust deposits.

Section 5.2. Investment or Deposit of Funds. (a) Pending their use under this Trust Indenture, moneys in all Funds held by the Trustee shall be invested by the Trustee at the written direction of the Board in Permitted Investments maturing or redeemable at the option of the holder at or before the time when such moneys are expected to be needed. Moneys in all Funds other than the Rebate Fund held by the Trustee shall be held in trust solely for Owners of the Certificates who shall have a first lien thereon. Any investments pursuant to this subsection shall be held by the Trustee as a part of the applicable Fund and shall be sold or redeemed to the extent necessary to make payments or transfers or anticipated payments or transfers from such fund.

(b) Except as set forth below, any interest realized on investments in any Fund and any profit realized upon the sale or other disposition thereof shall be credited to the Fund with respect to which they were earned and any loss shall be charged thereto. Earnings (which for such purposes include net profit and are after deduction of net loss) on moneys deposited in the Debt Service Fund shall be deposited or retained, as appropriate, in the Debt Service Fund.

(c) The Trustee may hold undivided interests in Permitted Investments for more than one fund (for which they are eligible) and may make interfund transfers in kind.

(d) Investments in all funds other than the Rebate Fund shall be valued by the Trustee as of the end of each Fiscal Year in accordance with pricing services and sources relied upon by the Trustee. Investments in the Rebate Fund shall be valued at amortized cost or market value, whichever is less. Valuations of all funds shall be made at such other times as shall be reasonably requested by the Board and at the expense of the Board. The Board acknowledges and agrees that the Trustee shall (i) only be required to report the value of any assets on statements, books, and records according to the price provided by pricing services and sources relied upon by the Trustee, and (ii) not have any duty to independently value any asset or an obligation to report a value other than the price provided by pricing services and sources relied upon by Trustee.

(e) If at any time the Board fails to direct the investment of amounts held by the Trustee, the Trustee shall hold such amounts [uninvested in Cash, with no liability for interest]. The Trustee may conclusively rely upon the Board's written investment instructions as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification that such directed investments constitute Permitted Investments. The Trustee shall be permitted to charge to the Board its standard fees and all expenses in connection with any services performed in accordance with this Section 5.2. The Trustee shall not make any representation as to the accuracy of any quotation of market price of any security or investment (or the accrued interest thereon) in any Fund, and the Board, during the Lease Term and from funds appropriated therefor, hereby agrees to indemnify and hold harmless, to the extent permitted by law, the Trustee, its officers, employees, agents and attorneys from and against any and all liabilities, claims and charges, etc. in connection with or resulting from the Trustee's valuation of the investments in any Funds or accounts as provided in this Trust Indenture.

(f) The Board acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the Board the right to receive brokerage confirmations of the security transactions as they occur, the Board specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Board periodic cash transaction statements that include the detail for all investment transactions made by the Trustee hereunder.

(g) The Trustee shall be entitled to assume that any investment that, at the time of purchase, is a Permitted Investment remains a Permitted Investment thereafter, including at the time of reinvestment of earnings thereof in the same type of investment.

(h) The Trustee may elect, but shall not be obligated, to credit the funds and accounts held by it with moneys representing income or principal payments due on, or sales proceeds due

in respect of, Permitted Investments in such funds and accounts, or to credit to Permitted Investments intended to be purchased with such moneys, in each case before actually receiving the requisite moneys from the payment source, or to otherwise advance funds for account transactions. The Board acknowledges that the legal obligation to pay the purchase price of any Permitted Investments arises immediately at the time of the purchase. Notwithstanding anything else in this Trust Indenture, (i) any such crediting of funds or assets shall be provisional in nature, and the Trustee shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Trust Indenture shall constitute a waiver of any of the Trustee's rights as a securities intermediary under Uniform Commercial Code §9-206.

ARTICLE VI

REDEMPTION OF CERTIFICATES

Section 6.1. Certificates Subject to Redemption; Selection of Certificates to be Called for Redemption. The Certificates are subject to redemption prior to maturity as provided below and in the form of Certificates attached hereto as *Exhibit B*. Except as otherwise provided herein or in the Certificates, if less than all of the Certificates of a particular maturity are to be redeemed, the particular Certificates to be called for redemption shall be selected by lot or by such other method as the Trustee deems fair and appropriate. The Trustee shall treat any Certificate of a denomination greater than $5,000 as representing that number of separate Certificates each of the denomination of $5,000 as can be obtained by dividing the actual principal amount of such Certificate by $5,000.

Section 6.2. Notice of Redemption. Notice of redemption may be conditional or unconditional and shall be given by the Trustee by mail (first class, postage prepaid), not less than thirty (30) or more than sixty (60) days prior to the redemption date, to the Owners, as of the Record Date, of each Certificate which is subject to redemption, at the address of such Owner as it appears in the registration books of the Bank kept by the Trustee, or at such other address as is furnished to the Trustee in writing by such Owner on or prior to the Record Date. Each notice of redemption shall state the name and series of the Certificates, the Record Date, the redemption date, the place of redemption, the principal amount if less than all, the distinctive numbers of the Certificates or portions of Certificates to be redeemed, and also shall state that the interest on the Certificates in such notice designated for redemption shall cease to accrue from and after such redemption date and that, on said date, there will become due and payable on each of said Certificates the principal thereof, interest accrued thereon to the redemption date, and premium, if any. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner or other recipient receives such notice. Failure to mail such notice or any defect therein shall not affect the validity of the proceedings for redemption of the Certificates.

In addition to the foregoing notice, further notice shall be given by the Trustee as set out below, but no defect in said further notice or any failure to give all or any portion of such further

notice shall affect in any manner the validity of a call for redemption if notice thereof is given as above prescribed.

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Certificates being redeemed; (ii) the date of issue of the Certificates as originally issued; (iii) the rate of interest borne by each Certificates being redeemed; (iv) the Maturity Date of each Certificates being redeemed; and (v) the series and any other descriptive information needed to identify accurately the Certificates being redeemed.

(b) Each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date by telecopy, mail (first class, postage prepaid) or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Certificates designated to the Trustee by the Board and to any nationally recognized information services designated by the Board to the Trustee.

(c) Upon the payment of the redemption price of Certificates being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number or numbers identifying, by issue and maturity, the Certificates being redeemed with the proceeds of such check or other transfer.

Section 6.3. Payment of Redemption Price. If (a) unconditional notice of redemption has been duly given or duly waived by the Owners of all Certificates of a series called for redemption or (b) conditional notice of redemption has been so given or waived and the moneys have been duly deposited with the Trustee sufficient to make such redemption, then in either such case the Certificates called for redemption shall be payable on the redemption date at the applicable redemption price. Payment of the redemption price together with accrued interest shall be made by the Trustee, out of revenues or other funds deposited for such purpose, to or upon the order of the Owners of the Certificates called for redemption upon surrender of such Certificates to the Office of the Trustee. Upon the payment of the redemption price of Certificates being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number, if any, identifying by issue and maturity, the Certificates being redeemed with the proceeds of such check or other transfer.

If conditional notice of redemption has been given and sufficient funds to pay the redemption price, including accrued interest on the Certificates to be redeemed, shall not have been deposited with the Trustee, such notice of redemption shall be of no force and effect and the Trustee shall not be required to redeem the Certificates on the redemption date.

Section 6.4. Certificates Redeemed in Part. Any Certificate which is to be redeemed only in part shall be surrendered at a place stated for the surrender of Certificates called for redemption in the notice provided for in Section 6.2 (with due endorsement by, or a written instrument of transfer in form satisfactory to the Trustee duly executed by, the Owner thereof or his attorney duly authorized in writing and with guaranty of signatures satisfactory to the Trustee) and the Bank shall cause the Trustee to authenticate and deliver to the Owner of such Certificate without service

charge, a new Certificate or Certificates, of the same series in any authorized denomination as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Certificate so surrendered.

Section 6.5. Redemption of Certificates. The Certificates are subject to optional and mandatory sinking fund redemption as follows:

(a) The Certificates maturing on or before _____, 20__, are not subject to optional redemption prior to their stated dates of maturity. The Certificates maturing on or after _____, 20__, are subject to redemption prior to their stated dates of maturity at the election of the Board at any time on or after _____, 20__, in whole or in part (maturities to be selected by the Board and randomly within a maturity in such manner as the Trustee shall determine). Such optional redemption of the Certificates shall be at a price of 100% of the principal amount of the Certificates to be so redeemed, plus accrued interest to the date fixed for redemption.

(b) The Certificates maturing on _____, 20__, are subject to mandatory sinking fund redemption prior to their stated maturity, at a price of 100% of the principal amount of the Certificates to be so redeemed, plus accrued interest to the date fixed for redemption, on _____ of the years, and in the amounts, shown below:

_____ OF THE YEAR	MANDATORY REDEMPTION AMOUNT
	$
*	

*stated maturity

Section 6.6. Redemption of Certificates upon Occurrence of Certain Events. The Certificates are also redeemable at the option of the Board in whole at any time at a redemption price equal to 100% of the principal amount of each Certificate redeemed plus accrued interest to but not including the redemption date upon the occurrence of any of the following events:

(a) The Facilities shall have been damaged or destroyed to such extent that, as expressed in a Consulting Architect's Certificate filed with the Board, the Bank and the Trustee, (i) the Facilities cannot be reasonably restored within a period of twelve (12) consecutive months to the condition thereof immediately preceding such damage or destruction, or (ii) the Board is thereby prevented from carrying on its normal operations with respect to the Facilities for a period of twelve (12) consecutive months.

(b) Title to, or the temporary use of, all or substantially all the Facilities shall have been taken under the exercise of the power of eminent domain by any governmental

authority, or person, firm or corporation acting under governmental authority, including such a taking or takings as results, as evidenced in a Consulting Architect's Certificate filed with the Board, the Bank and the Trustee, in the Board being thereby prevented from carrying on its normal operations at the Facilities for a period of twelve (12) consecutive months.

(c) A defect in title shall have occurred that results in a complete loss of the Board's title to the Facilities.

The Certificates are also redeemable by the Board in part at any time at a redemption price equal to 100% of the principal amount of each Certificate redeemed plus accrued interest to but not including the redemption date in the manner and upon compliance with the provisions of Sections 6.4, 7.1 and 7.2 of the Lease, as applicable. Only Net Proceeds of insurance or a condemnation award shall be used for a partial redemption of Certificates pursuant to this paragraph. Any redemption pursuant to this paragraph shall be a pro rata redemption of the Certificates then outstanding, based upon the original principal amounts thereof.

ARTICLE VII

EVENTS OF DEFAULT AND EVENT OF NONRENEWAL

Section 7.1. Events of Default. In the Event of Nonrenewal or if any one or more of the following Events of Default shall occur:

(a) if default shall be made in the due and punctual payment of the principal or redemption price of the Certificates when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise;

(b) if default shall be made in the due and punctual payment of any installment of interest on the Certificates, when and as such interest installment shall become due and payable;

(c) if default shall be made in the performance or observance of any other of the covenants, agreements, or conditions on the part of the Bank or the Board under this Trust Indenture or in the Certificates contained, and such default shall continue for a period of thirty (30) days after written notice thereof to the Board and the Bank by the Trustee;

(d) if an order or decree shall be entered, with the consent or acquiescence of the Board and/or the Bank, appointing a receiver or receivers of the Facilities, or any part thereof, or if such order or decree, having been entered without the consent and acquiescence of the Board and/or the Bank, shall not be vacated or discharged or stayed within sixty (60) days after the entry thereof; or

(e) if an "event of default" as defined in Section 10.1 of the Lease shall have occurred under the Lease and is not remedied within the time provided for remedy of default under the Lease;

then, upon such Event of Nonrenewal or so long as such Event of Default shall not have been remedied, unless the Outstanding Certificates shall have already become due and payable, the Trustee (by thirty (30) days' written notice to the Bank and the Board), or the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Certificates then Outstanding (by notice in writing to the Bank, the Board and the Trustee) may declare the amount Outstanding under the Certificates, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this Trust Indenture or in the Certificates contained to the contrary notwithstanding; *provided however,* the Board's liability shall not extend beyond the amounts owed under the Lease for the Lease Term. The right of the Trustee or the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Certificates then Outstanding to make any such declaration as aforesaid, however, is subject to the condition that if, at any time after such declaration, but before the Certificates shall have matured by their terms, all overdue installments of principal and interest on the Certificates, together with interest on such overdue installments of principal and interest, to the extent permitted by law and reasonable and proper charges, if any, and all other sums then payable by the Bank under this Trust Indenture shall either be paid by or for the account of the Bank or provision satisfactory to the Trustee shall be made for such payment, and all defaults under the Certificates or under this Trust Indenture (other than the payment of principal and interest due and payable solely by reason of such declaration) shall be made good or be secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, then and in every such case the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Certificates then Outstanding, by written notice to the Board, the Bank and the Trustee, may rescind such declaration and annul such default in its entirety or, if the Trustee shall have acted itself without direction of the Beneficial Owners of the Certificates it may rescind such declaration and annul such default in its entirety, or if the Trustee shall have acted upon the direction of the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Certificates then Outstanding, unless there shall have been delivered to the Trustee written direction to the contrary by the Beneficial Owners of a majority in aggregate principal amount of the Certificates then Outstanding, the Trustee may rescind such declaration and annul such default in its entirety. No such rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon.

Section 7.2. Examination of Records After Default or Nonrenewal. The Bank covenants that, if an Event of Default shall have happened and shall not have been remedied or if an Event of Nonrenewal shall occur, the books of record and account of the Bank and all other records relating to the Facilities shall at all reasonable times be subject to the inspection and use of the Trustee and of its agents and attorneys.

Section 7.3. Disposition; Other Remedies. (a) If an Event of Default shall have happened and shall not have been remedied or if an Event of Nonrenewal shall occur, the Trustee may, in addition to any other remedies provided in this Trust Indenture, terminate the Lease and the

Security Lease, cause the Board to vacate or be evicted from the Facilities and the Security Property, or any portion thereof, take possession of the Facilities and the Security Property, or any portion thereof, and may lease or sell the leasehold interest in the Facilities and the Security Property, subject to the Primary Lease or the Security Lease, as applicable, for the benefit of the Beneficial Owners; *provided* that the Trustee may not sell the Bank's leasehold interest in the Facilities or the Security Property without first obtaining a waiver by the Board of its reversionary interest under the Primary Lease or the Security Lease, as applicable. Any such lease, sale and assignment shall be conditioned, however, on an agreement by the lessee or assignee to use the Facilities or the Security Property, as applicable, in a manner permitted under applicable zoning restrictions and in such a manner as does not unreasonably interfere with maintenance of the Board's fee interest in the Facilities or in the Security Property, as applicable, and, in the event of lease or assignment, result in deterioration in the condition of the Facilities or the Security Property, reasonable wear and tear excepted. Notwithstanding the foregoing, title to all personal property pledged as part of the Trust Estate is technically held in the Board's name for convenience purposes only and, upon an Event of Default or an Event of Nonrenewal, the disposition of such personal property shall, to the extent permitted by law, be governed by the Uniform Commercial Code as adopted in the State. The Trustee shall also have the discretion and authority to retain Consultants or managers, including the Bank or the Board.

(b) If any Event of Default shall have happened and shall not be remedied or if an Event of Nonrenewal shall occur, the Trustee may take whatever action at law or in equity (subject to the constraints set forth in Section 7.3(a)) as may appear necessary or desirable to collect the amounts then due and thereafter to become due for the remainder of the Initial Term or the Renewal Term then in effect, or to enforce performance or observance of any obligations, agreements, or covenants of the Bank and the Board under the Lease, the Security Lease and the Primary Lease or this Trust Indenture; *provided however,* the Board's liability shall not extend beyond the amounts owed under the Lease for the Lease Term and no covenant or agreement contained in the Lease, the Primary Lease, the Security Lease, the Trust Indenture or the Certificates shall be deemed to be a covenant or agreement of the Board, or otherwise obligate the Board, to make a future appropriation of funds.

Section 7.4. Application of Funds and Moneys after Default.

(a) *Application of Funds*. During the continuance of an Event of Default or upon the occurrence of an Event of Nonrenewal, the Trustee shall apply all moneys held by the Trustee pursuant to any right given or action taken under the provisions of this Section 7.4 as follows and in the following order:

(i) to the payment of the reasonable and proper charges, expenses and liabilities of the Trustee and the creation of a reasonable reserve for anticipated fees, costs and expenses;

(ii) to the payment of rent due pursuant to the Primary Lease;

(iii) to the payment of rent due pursuant to the Security Lease;

(iv) to the payment of the amounts required for reasonable and necessary costs of operating and maintaining the Facilities and the Security Property as necessary, in the judgment of the Trustee, to prevent deterioration of the Facilities and the Security Property or loss of moneys therefrom; for this purpose, the Bank shall review and make available the books of record and account relating to the Facilities and the Security Property;

(iv) to the payment of the interest and principal or redemption price then due on the Certificates as follows:

(A) unless the principal of all of the Certificates shall have become or have been declared due and payable,

First: to the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest on the Certificates theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: to the payment to the persons entitled thereto of the unpaid principal or redemption price of the Certificates which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and if the amount available shall not be sufficient to pay in full all the Certificates due on any date, then to the payment thereof ratably, according to the amounts of principal or redemption price due on such date, to the persons entitled thereto, without any discrimination or preference;

(B) if the principal of all of the Certificates shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Certificates without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Certificate over any other Certificate, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Certificates.

(b) *Terms of Application of Moneys*. Whenever moneys are to be applied pursuant to the provisions of this Section 7.4, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with

it of any such moneys and of the fixing of the Special Record Date and the date for payment, and shall not be required to make payment to the Registered Owner of any Certificate until such Certificate shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

(c) *Effect of Cure*. If and whenever all overdue installments of interest on the Certificates, together with the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums payable by the Bank under this Trust Indenture, including the principal and redemption price of and accrued unpaid interest on the Certificates which shall then be payable by declaration or otherwise, shall either be paid by the Trustee for the account of the Bank, or provision satisfactory to the Trustee shall be made for such payment, and all Events of Default under this Trust Indenture shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Bank and the Trustee shall be restored, respectively, to their former positions and rights under this Trust Indenture. No such restoration of the Bank and the Trustee to their former positions and rights shall extend to or affect any subsequent Events of Default under this Trust Indenture or impair any right consequent thereon.

Section 7.5. Proceedings Brought by Trustee.

(a) *Institution of Proceedings*. If an Event of Default shall happen and shall not have been remedied or if an Event of Nonrenewal shall occur, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and, upon written request of the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Certificates then Outstanding, shall proceed to protect and enforce its rights and the rights of the Beneficial Owners of the Certificates under this Trust Indenture forthwith by a suit or suits in equity or at law, whether for the specified performance of any covenant herein contained, or in aid of the execution of any power herein granted, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Trust Indenture.

(b) *No Possession of Certificates*. All rights of action under this Trust Indenture may be enforced by the Trustee without the possession of any of the Certificates or the production thereof at the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

(c) *Majority May Control*. The Beneficial Owners of not less than a majority in aggregate principal amount of the Certificates at the time Outstanding may direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, *provided* that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by its counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Beneficial Owners of the Certificates not parties to such direction.

(d) *Trustee Powers*. Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under this Trust Indenture the Trustee shall be entitled to exercise any and all rights and powers conferred in this Trust Indenture and provided to be exercised by the Trustee upon the occurrence of any Event of Default or an Event of Nonrenewal.

(e) *Protection of Security*. Regardless of the happening of an Event of Default or an Event of Nonrenewal, the Trustee shall have power to, but unless requested in writing by the Beneficial Owners of a majority in aggregate principal amount of the Certificates then Outstanding, and furnished with reasonable security and indemnity, shall be under no obligation to, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under this Trust Indenture by any acts which may be unlawful or in violation of this Trust Indenture, and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interest and the interests of the Beneficial Owners.

Section 7.6. Restrictions on Action of Owners. Except as otherwise provided herein, no Beneficial Owner of any Certificate shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Trust Indenture or the execution of any trust under this Trust Indenture or for any remedy under this Trust Indenture, unless such Beneficial Owner shall have previously given to the Trustee written notice of the happening of an Event of Default or an Event of Nonrenewal, as provided in this Trust Indenture, and the Beneficial Owners of at least twenty-five percent (25%) in aggregate principal amount of the Certificates then Outstanding shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity, either to exercise the powers granted in this Trust Indenture or by the laws of the State or to institute such action, suit, or proceeding in its own name, and unless such Beneficial Owners shall have offered to the Trustee adequate security and indemnity against the costs, expenses, and liabilities to be incurred therein or thereby, and the Trustee shall have refused to comply with such request for a period of sixty (60) days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Beneficial Owners of Certificates shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by this Trust Indenture, or to enforce any right under this Trust Indenture, except in the manner herein provided; and that all proceedings at law or in equity to enforce any provision of this Trust Indenture shall be instituted, had, and maintained in the manner provided in this Trust Indenture and for the equal benefit of all Beneficial Owners of the Certificates Outstanding.

Section 7.7. Remedies Not Exclusive. No remedy by the terms of this Trust Indenture conferred upon or reserved to the Trustee or the Beneficial Owners of the Certificates is intended to be exclusive of any other remedy, but each and every such remedy given under this Trust Indenture or existing at law or in equity or by statute on or after the date of adoption of this Trust Indenture shall be available to the Trustee and the Beneficial Owners.

Section 7.8. Effect of Waiver and Other Circumstances.

(a) *Delay or Omission No Waiver*. No delay or omission of the Trustee or any Beneficial Owner to exercise any right or power arising upon the happening of an Event of Default or an

Event of Nonrenewal shall impair any right or power or shall be construed to be a waiver of any such Event of Default or an Event of Nonrenewal or be an acquiescence therein; and every power and remedy given by this Article VII to the Trustee or to the Beneficial Owners may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Beneficial Owners.

(b) *Waiver*. Prior to the declaration of maturity of the Certificates as provided in this Trust Indenture, the Beneficial Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Certificates at the time Outstanding, or their attorney-in-fact duly authorized, may on behalf of the Beneficial Owners of all of the Certificates waive any past default under this Trust Indenture and its consequences, except a default in the payment of interest on, principal of, or premium (if any) on any of the Certificates. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 7.9. Notice of Default and Nonrenewal. The Trustee shall promptly mail to the Board, the Bank and the Owners of the Certificates then Outstanding written notice of the occurrence of any Event of Default of which a Responsible Officer of the Trustee has notice of, as provided in Section 8.5. The Trustee shall promptly mail to the Owners of the Certificates then Outstanding written notice of the occurrence of any Event of Nonrenewal of which a Responsible Officer of the Trustee has notice of.

ARTICLE VIII

THE TRUSTEE

Section 8.1. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article VIII, to all of which the parties hereto and the Certificate Holders agree. The Trustee is hereby appointed the paying agent with respect to the Certificates. Prior to the occurrence of an event of default and after the curing of all events of default that may have occurred, the Trustee undertakes to perform such duties and only such duties of the Trustee and the paying agent specifically provided for herein and no imputed duties, covenants or obligations shall be read into this Trust Indenture against the Trustee.

Section 8.2. No Responsibility for Recitals, Etc. The recitals, statements and representations in this Trust Indenture or in the Certificates have been made by the Bank and not by the Trustee; and the Trustee shall be under no responsibility for the correctness thereof. The Trustee shall not be responsible for the validity, priority, recording or filing of this Trust Indenture, the Lease, the Primary Lease, the Security Lease or any financing statements, amendments or modifications thereto, or for insuring, or monitoring the insuring of, the Facilities or the Security Property or collecting any insurance moneys, or for the validity of the execution by the Bank of this Trust Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Certificates issued hereunder or intended to be secured hereby, or for the value or title of the Facilities or the Security Property or as to the maintenance of the security hereof. The Trustee shall have no responsibility with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or

distributed with respect to the Certificates. The Trustee shall not be bound to ascertain or inquire as to the performance of the obligations of the Bank under the Lease or this Trust Indenture.

Section 8.3. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Gross Negligence. The Trustee may exercise any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of Counsel concerning all questions hereunder. The Trustee shall not be responsible for any loss or damage resulting from any action or inaction taken in good faith in reliance upon an Opinion of Counsel. Except as otherwise provided herein, the Trustee shall not be answerable for the exercise of any discretion or power under this Trust Indenture nor for anything whatsoever in connection with the trust hereunder, except only its own willful misconduct or gross negligence.

Section 8.4. Compensation and Indemnity. Pursuant to Sections 5.3(f) and 8.9 of the Lease, the Board shall, during the Lease Term from funds appropriated therefor, (a) pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses, including attorneys' fees and expenses and disbursements, including reasonable compensation for all attorneys and agents engaged by it, and, to the extent permitted by law and subject to appropriation therefor, and (b) indemnify the Trustee, including its officers, directors, employees and agents, against liabilities which it may incur in the exercise and performance of its powers and duties hereunder or under the Lease, except with respect to its willful misconduct or gross negligence; *provided, however,* that the Trustee shall not have waived or released, or be deemed to have waived or released its right to indemnification from the Board by its actions taken in accordance with Section 7.1.

Section 8.5. Notice of Default; Right to Investigate. The Trustee shall, within 20 days after the occurrence thereof, give written notice by first-class mail to the Owners of the Certificates of all Events of Default known to a Responsible Officer of the Trustee, unless such Events of Default have been remedied; *provided* that, in the case of an Event of Default under Section 7.1(c), the Trustee may withhold such notice so long as it determines that such withholding does not adversely affect the interests of the Certificate Holders. The Trustee shall not be deemed to have notice of any Event of Default under Section 7.1(c) unless notified in writing of such Event of Default by the Board, the Bank or Owners of at least a majority in principal amount of all Certificates then Outstanding. The Trustee may, however, at any time require of the Bank full information as to the performance of any covenant hereunder and, if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the Bank, an investigation into the affairs of the Bank related to this Trust Indenture. Nothing in this Section 8.5 shall limit the Trustee's obligation under Section 7.1 to declare the principal of all Certificates, together with interest accrued thereon, immediately due and payable when required by the terms of such Section 7.1; *provided, however,* the Board's liability shall not extend beyond amounts owed under the Lease for the Lease Term.

Section 8.6. Obligation to Act on Defaults. The Trustee shall not be deemed to have knowledge of an Event of Default unless it has actual knowledge or received written notice thereof pursuant to Section 8.5. If any Event of Default shall have occurred and be continuing, the Trustee shall exercise such of the rights and remedies vested in it by this Trust Indenture and shall use the same degree of care in its exercise as a prudent person would exercise or use in the circumstances

in the conduct of his own affairs; *provided,* that if in the opinion of the Trustee such action may tend to involve expense or liability, it shall not be obligated to take such action unless it is furnished with indemnity satisfactory to it. Nothing in this Section shall limit the Trustee's obligations to accelerate payment of the Certificates when required by the terms of Section 7.1.

Section 8.7. Reliance. The Trustee may rely, shall be free of all liability for so relying, act on any requisition, resolution, ordinance, notice, request, consent, waiver, certificate, statement, affidavit, voucher, bond, Opinion of Counsel or other paper or document which it in good faith believes to be genuine and to have been passed or signed by the proper persons or to have been prepared and furnished pursuant to any of the provisions of this Trust Indenture; and the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement. The permissive rights of the Trustee to do things enumerated in this Trust Indenture shall not be construed as a duty. Any request or direction of the Bank mentioned herein shall be sufficiently evidenced by an officer's certificate. Whenever in the administration of this Trust Indenture, the Trustee deems it desirable that a matter be proved or established before it takes, suffers or omits any action, the Trustee may rely upon a certificate from an officer of the Bank as applicable. The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Indenture at the request or direction of any Owner pursuant to this Trust Indenture, unless such Owner shall offer the Trustee indemnity acceptable to the Trustee against the costs, expenses and liabilities which might be incurred in complying with such request or direction. Except as otherwise expressly provided hereunder the Trustee shall not be required to give or furnish any notice, demand, report, reply, statement advice or opinion to any Owner, the Bank or any other person or entity, and the Trustee shall not incur any liability for its failure or refusal to give or furnish the same unless obligated or required to do so by express provisions hereof. The Trustee shall not be liable with respect to any action taken or omitted to be taken at the direction of the Owners of a majority in aggregate principal amount of the Certificates Outstanding permitted to be given by them under this Trust Indenture subject to the provisions of Section 7.1. The Trustee shall have no responsibility with respect to any information in any offering memorandum or other disclosure material distributed with respect to the Certificates or for compliance with securities laws in connection with the issuance and sale of the Certificates. The Trustee shall not be required to give a bond or surety to act under this Trust Indenture. No provision of this Trust Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties. The Trustee shall not be accountable for the application by the Bank of the proceeds of the Certificates authenticated and delivered hereunder.

Section 8.8. Trustee May Deal in Certificates. The Trustee may in good faith buy, sell, own, hold and deal in any of the Certificates and may join in any action which any Certificate Holders may be entitled to take with like effect as if the Trustee were not a party to this Trust Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the Board or any related party; *provided,* that if the Trustee determines that any such relation is in conflict with its duties under this Trust Indenture, it shall eliminate the conflict or resign as Trustee.

Section 8.9. Construction of Ambiguity or Inconsistency. The Trustee may construe any ambiguous or inconsistent provisions of this Trust Indenture, and any construction of such provisions by the Trustee shall be binding upon the Certificate Holders.

Section 8.10. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Trust Indenture by written resignation filed with the Board and the Bank not less than 60 days before the date when it is to take effect. Such resignation shall take effect only upon the appointment of a successor Trustee. If a successor Trustee is not named within 45 days, the Trustee may, at the Bank's expense, petition the court to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a Successor Trustee or grant such other legal or equitable release as such court may deem appropriate.

Section 8.11. Removal of Trustee. Any Trustee hereunder may be removed at any time upon 30 days' prior notice by an instrument appointing a successor to the Trustee so removed, executed by (a) the Board [and] (b) Owners of a majority in principal amount of the Certificates then Outstanding. Such removal shall take effect only upon the appointment of a successor trustee.

Section 8.12. Appointment of Successor Trustee. If the Trustee or any successor Trustee is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee and the Board shall appoint a successor and shall cause notice of such appointment to be mailed promptly to the Owners of the Certificates and to the Rating Service. If the Board fails to make such appointment promptly, the Owners of a majority in principal amount of the Certificates then Outstanding may do so.

Section 8.13. Qualification of Successor Trustee. Any successor Trustee shall be a national banking association with trust powers or a bank and trust company or a trust company having capital and surplus of at least $50,000,000 if there be such an institution willing, able and legally qualified to perform the duties of the Trustee hereunder upon reasonable or customary terms.

Section 8.14. Instruments of Succession. Any successor trustee shall execute, acknowledge and deliver to the Board and the Bank an instrument accepting such appointment hereunder; and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. The Trustee ceasing to act hereunder shall pay over to the successor trustee all moneys held by it hereunder; and, upon request of the successor trustee, the Trustee ceasing to act and the Board and the Bank shall execute and deliver an instrument transferring to the successor trustee all the estates, properties, rights, powers and trusts hereunder of the Trustee ceasing to act.

Section 8.15. Merger of Trustee. Any corporation or association into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or any corporation or association to which the Trustee shall sell or otherwise transfer all or substantially all of its municipal corporate trust business, shall be the successor trustee under this Trust

Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding, provided that the Trustee shall give written notice of the proposed merger or consolidation or other transaction to the Board and the Bank.

Section 8.16. Intervention by Trustee. The Trustee may intervene, and upon the written request of Owners of at least a majority in aggregate principal amount of Certificates then Outstanding and receipt of indemnity satisfactory to the Trustee shall intervene, on behalf of Certificate Holders in any judicial proceeding to which the Board and/or the Bank is a party and which in the opinion of the Trustee and its attorneys has a substantial bearing on the interests of holders of the Certificates. The rights and obligations of the Trustee under this Section 8.16 are subject to the approval of a court of competent jurisdiction.

Section 8.17. Appointment of Co-Trustee and Paying Agent. (a) It is the purpose of this Trust Indenture that there shall be no violation of the law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Trust Indenture, and in particular in case of the enforcement thereof on any default or Event of Default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee or as a separate paying agent. The following provisions of this Section 8.17 are adopted to these ends:

(b) In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee or a separate paying agent, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Trust Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee or paying agent but only to the extent necessary to enable such separate or co-trustee or paying agent to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee or paying agent shall run to and be enforceable by either of them; *provided,* that notwithstanding any contrary provision hereof, the written consent of the Board and the Bank shall be required for the appointment of any co-trustee or separate paying agent hereunder.

(c) Should any instrument in writing from the Board, the Bank or both be required by the separate or co-trustee or separate paying agent so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Board, the Bank or both. In case any separate or co-trustee, or a separate paying agent, or a successor to the separate or co-trustee or paying agent shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate or co-trustee or paying agent, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new paying agent or trustee or successor to such separate or co-trustee.

Section 8.18. Limitation on Trustee's Responsibilities Respecting Arbitrage. Notwithstanding any provision of this Trust Indenture to the contrary, the Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with or for the purpose of complying with Section 148 of the Code including, without limitation, the calculation of amounts required to be paid to the United States under the provisions of such Section 148 of the Code, the maximum amount which may be invested in "nonpurpose obligations" as defined in the Code and the fair market value of any investments made hereunder; and the sole obligation of the Trustee with respect to investments of funds hereunder shall be to invest the moneys received by the Trustee as provided herein pursuant to the written instructions of the Board and to provide reports with respect to such investments.

Section 8.19. Enforcement of Lease; Notice of Default. The Trustee shall require the Bank to perform its obligations under the Lease. The Trustee shall take no action and shall not omit to take any action which action or omission might release the Bank or the Board from their liabilities or obligations under the Lease or result in the surrender, termination, amendment or modification of, or impair the validity of, the Lease, except as specifically provided therein.

ARTICLE IX

ACTS OF CERTIFICATE HOLDERS, EVIDENCE OF OWNERSHIP OF CERTIFICATES

Section 9.1. Acts of Certificate Holders, Evidence of Ownership of Certificates. Any action to be taken by Certificate Holders may be evidenced by one or more concurrent written instruments of similar tenor signed or executed by such Certificate Holders in person or by agent appointed in writing. The fact and date of the execution by any person of any such instrument may be proved by acknowledgment before a notary public or other officer empowered to take acknowledgments or by an affidavit of a witness to such execution. Where such execution is by an officer of a corporation or a member of a partnership, on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of the person executing the same, may also be proved in any other manner which the Trustee deems sufficient. The ownership of Certificates shall be proved by the Certificate Register. Any action by the Owner of any Certificate shall bind all future owners of the same Certificate in respect of anything done or suffered by the Bank or the Trustee in pursuance thereof.

ARTICLE X

AMENDMENTS AND SUPPLEMENTS

Section 10.1. Amendments and Supplements Without Certificate Holders' Consent. (a) Without the consent of Certificate Holders, this Indenture may be amended or supplemented at any time and from time to time by a Supplemental Indenture authorized by the Bank and authorized by a resolution of the Board filed with the Trustee for one or more of the following purposes:

(i) to cure any ambiguity or formal defect or omission in this Trust Indenture;

(ii) to grant to or confer upon the Trustee for the benefit of the Certificate Holders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Certificate Holders and the Trustee, or either of them;

(iii) to assign and pledge under or subject to this Trust Indenture additional revenues, properties or collateral;

(iv) to evidence the appointment of a separate Trustee or the succession of a new Trustee hereunder;

(v) to permit the qualification of this Trust Indenture under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Certificates for sale under the securities laws of any state of the United States;

(vi) to effect changes to obtain or maintain a rating on any Certificates;

(vii) to permit continued compliance with the Tax Certificate;

(viii) to provide for uncertificated Certificates and a book-entry only system of registration for any series of Certificates;

(ix) to provide for refunding of any Certificates, including the right to establish and administer an escrow fund and to take related action in connection therewith;

(x) to amend Section 4.4 as stipulated in a Favorable Opinion delivered by the Bank to the Trustee;

(xi) to provide for delivery of a form of credit enhancement for the Certificates; and

(xii) to make any change that does not materially adversely affect the rights of any Certificate Holders or the Trustee.

(b) Before the Board, the Bank and the Trustee shall enter into any Supplemental Indenture pursuant to this Section 10.1, there shall have been delivered to the Board, the Bank and the Trustee an Opinion of Special Counsel stating that such Supplemental Indenture is authorized or permitted by this Trust Indenture and the laws of the State, complies with their respective terms, and will, upon the execution and delivery thereof, be valid and binding upon the Board, the Bank and the Trustee in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on the Certificates.

Section 10.2. Amendments and Supplements With Certificate Holders' Consent. This Indenture may be amended or supplemented from time to time, except with respect to (a) the principal, redemption price or interest payable upon any Certificates, (b) the Interest Payment Dates, the dates of maturity or the redemption provisions of any Certificates, and (c) this Article X,

by a Supplemental Indenture consented to by the Board and the Bank and approved by Owners of a majority in aggregate principal amount of the Certificates then Outstanding. This Indenture may be amended with respect to the matters enumerated in clauses (a) through (c) of the preceding sentence only with the unanimous consent of all affected Certificate Holders. Before the Board, the Bank and the Trustee may enter into such Supplemental Indenture, there shall have first been delivered to the Trustee (i) the required consents, in writing, of Certificate Holders and (ii) a Favorable Opinion with respect to such Supplemental Indenture, including an Opinion of Counsel that, upon the execution and delivery thereof, such Supplemental Indenture will be valid and binding upon the Board, the Bank and the Trustee in accordance with its terms.

Section 10.3. Amendment of Lease. (a) The Bank and the Board may, without the consent of or notice to the Owners of the Certificates, consent to any amendment, change or modification of the Lease as may be required:

(i) by the provisions of this Trust Indenture or the Lease;

(ii) for the purpose of curing any ambiguity or formal defect or omission;

(iii) for the purpose of permitting continued compliance with the Tax Certificate;

(iv) to effect changes to obtain or maintain a rating on any Certificates; or

(v) to make any change that does not materially adversely affect the rights of any Certificate Holders, the Bank or the Trustee;

provided, however, that nothing in this Section 10.3 shall permit, or be construed as permitting, any amendment, change or modification of the Lease that may result in anything described in clauses (i) through (iii) in subsection (b) below, without the consent of each Certificate Holders affected.

(b) If the Bank proposes to make amendments to any or all of the Lease other than amendments described in clauses (i) through (v) above, the Trustee shall notify Certificate Holders of the proposed amendment and may consent thereto with the consent of Owners of a majority in aggregate principal amount of the Certificates then Outstanding; provided that no amendment shall be consented to by the Trustee without the unanimous consent of all Certificate Holders which would (i) decrease the amounts payable under the subject Lease(s), (ii) change the date of payment or prepayment provisions under the Lease(s), or (iii) change any provisions with respect to amendment. Before the Board and the Bank shall enter into any modification, alteration, amendment or supplement to the Lease(s), pursuant to this Section 10.3, there shall have been delivered to the Board, the Bank and the Trustee a Favorable Opinion with respect thereto and any required consents of Certificate Holders.

Section 10.4. Trustee Authorized to Join in Amendments and Supplements; Reliance on Counsel. The Trustee is authorized to join with the Board and the Bank in the execution and delivery of any Supplemental Indenture or amendment permitted by this Article X and in so doing

shall be fully protected by an Opinion of Counsel that such Supplemental Indenture or amendment is so permitted and has been duly authorized by the Board, if required, and that all things necessary to make it a valid and binding agreement have been done.

ARTICLE XI

DEFEASANCE

Section 11.1. Defeasance. When the principal or redemption price (as the case may be) of, and interest on, all Certificates issued hereunder have been paid, or provision has been made for payment of the same, together with the compensation and expenses of the Trustee and all other sums payable hereunder by the Bank, the right, title and interest of the Trustee in and to the Trust Estate shall thereupon cease and the Trustee, on demand of the Bank, shall release this Trust Indenture and shall execute such documents to evidence such release as may be reasonably required by the Bank and shall turn over to the Board or to such person, body or authority as may be entitled to receive the same all balances then held by it hereunder not required for the payment of the Certificates and such other sums. If payment or provision therefor is made with respect to less than all of the Certificates, the particular Certificates (or portions thereof) for which provision for payment shall have been made shall be selected by lot or by such other method as the Trustee deems fair and appropriate, and thereupon the Trustee shall take similar action for the release of this Trust Indenture with respect to such Certificates.

Section 11.2. Provision for Payment. (a) Provision for the payment of Certificates shall be deemed to have been made when the Trustee holds in the Debt Service Fund (i) Cash in an amount sufficient to make all payments (including principal, premium, if any, and interest payments) specified above with respect to such Certificates, or (ii) noncallable Government Obligations maturing on or before the date or dates when the payments specified above shall become due, the principal amount of which and the interest thereon, when due, is or will be, in the aggregate, sufficient without reinvestment to make all such payments, or (iii) any combination of Cash and obligations described in clause (ii) above the amounts of which and interest thereon, when due, are or will be, in the aggregate, sufficient without reinvestment to make all such payments; *provided,* that the Trustee shall have received an Opinion of Special Counsel to the effect that a deposit of obligations described in clause (ii) or (iii) above will not affect the exclusion from gross income for federal income tax purposes of the interest on any of the Certificates or cause any of the Certificates to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. The Board shall cause a report to be prepared by a firm nationally recognized for providing verification services regarding the sufficiency of funds for such payment and satisfaction, upon which report the Trustee and Special Counsel may rely.

(b) Neither the Cash nor the obligations deposited with the Trustee pursuant to this Article shall be withdrawn or used for any purpose other than, and such obligations and Cash shall be segregated and held in trust for, the payment of the principal or redemption price of, premium, if any, on and interest on, the Certificates (or portions thereof), which Certificates shall cease to be entitled to any lien, benefit or security under this Trust Indenture; *provided,* that such Cash, if not then needed for such purpose, shall, to the extent practicable, be invested and reinvested at the

written direction of the Board in Government Obligations maturing on or prior to the Interest Payment Date next succeeding the date of investment or reinvestment.

(c) Whenever Cash or obligations shall be deposited with the Trustee for the payment or redemption of Certificates more than 60 days prior to the date that such Certificates are to mature or be redeemed, the Trustee shall mail a notice to the Owners of Certificates for the payment of which such Cash or obligations are being held at their registered addresses stating that such Cash or obligations have been deposited. Such notice shall also be sent by the Trustee to the Rating Service. Notwithstanding the foregoing, no provision for payment under this Section shall be deemed to have been made with respect to any Certificates which are to be redeemed prior to their stated maturity until such Certificates shall have been irrevocably called or designated for redemption on a date thereafter on which such Certificates may be redeemed in accordance with the provisions of this Trust Indenture and proper notice of such redemption shall have been given in accordance with Article VI or the Bank shall have given the Trustee in form satisfactory to the Trustee, irrevocable instructions to give, in the manner and at the times prescribed by Article VI, notice of such redemption.

Section 11.3. Deposit of Funds for Payment of Certificates. If the principal or redemption price of any Certificates becoming due, either at maturity, by call for redemption, upon acceleration or otherwise, together with all interest accruing thereon to the due date has been paid or provision therefor made in accordance with Section 11.2, all interest on such Certificates shall cease to accrue on the due date and all liability of the Board with respect to such Certificates shall likewise cease, except as hereinafter provided. Thereafter, the Owners of such Certificates shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Certificates, and the Trustee shall hold such funds in trust for such Owners uninvested and without liability for interest thereon. Cash so deposited with the Trustee which remains unclaimed five years after the date payment thereof becomes due shall from time to time be treated by the Trustee pursuant to and in accordance with applicable unclaimed property laws, rules or regulations. Any such delivery shall be in accordance with the customary practices and procedures of the Trustee and the escheat authority. All Cash held by the Trustee and subject to this Section 11.3 shall be held uninvested and without liability for interest thereon.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.1. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any person other than the parties hereto and the Owners of the Certificates.

Section 12.2. Severability. In case any provision in this Trust Indenture or the Certificates shall for any reason be held invalid, illegal or unenforceable in any respect, this Trust Indenture shall be construed as if such provision had never been contained herein.

Section 12.3. Notices. Any notice required or permitted to be given under this Trust Indenture shall be in writing and (a) personally delivered, (b) sent by United States registered or

certified mail, postage prepaid, return receipt requested, (c) sent by Federal Express or similar nationally recognized overnight courier service, or (d) transmitted by electronic mail with a hard copy sent within one (1) Business Day by any of the foregoing means. Such notice shall be deemed to have been given upon the date of actual receipt or delivery (or refusal to accept delivery), as evidenced by the *notifying* party's receipt of written or electronic confirmation of such delivery or refusal, if received by the party to be notified between the hours of 8:00 A.M. and 5:00 P.M. Mountain time on any Business Day, with delivery made after such hours to be deemed received the following Business Day; *provided, however,* notices to the Trustee shall be deemed given only upon receipt by the Trustee. For purposes of notice, the addresses of the parties shall be as follows:

If to the Board:	Board of Education of Box Elder School District, Utah 960 South Main Street Brigham City, UT 84302 Attention: Neil Stevens, Business Administrator Email: neil.stevens@besd.net
If to Bank:	U.S. Bank Trust Company, National Association, as Lessor Attention: Laurel R. Bailey, Vice President 170 South Main Street, Suite 200 Salt Lake City, UT 84101 Email: laurel.bailey@usbank.com
If to Trustee:	U.S. Bank Trust Company, National Association, as Lessor Attention: Laurel R. Bailey, Vice President 170 South Main Street, Suite 200 Salt Lake City, UT 84101 Email: laurel.bailey@usbank.com

Section 12.4. Successors and Assigns. All the covenants, promises and agreements in this Trust Indenture contained by or on behalf of the Bank, or by or on behalf of the Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 12.5. Headings for Convenience Only. The descriptive headings in this Trust Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 12.6. Counterparts. This Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 12.7. Financing Statements. The Board shall cause a financing statement under the Uniform Commercial Code of the State of Utah to be filed, in such manner and at such places as may be required by law to protect the security of the Owners of the Certificates and the right, title and interest of the Trustee in and to the Trust Estate. The following information is stated in order to facilitate filings under the Uniform Commercial Code:

The secured party is U.S. Bank Trust Company, National Association, Trustee. Its address from which information concerning the security interest may be obtained is set forth in Section 12.3. The debtor is U.S. Bank Trust Company, National Association, as Lessor. Its mailing address is set forth in Section 12.3.

The Trustee shall not be responsible for filing or for the sufficiency or accuracy of any financing statements initially filed to perfect security interests granted under this Trust Indenture. The Trustee shall file continuation statements with respect to each UCC financing statement relating to the trust estate filed by the Board at the time of the issuance of the Certificates; *provided,* that a copy of the filed initial financing statement is timely delivered to the Trustee. In addition, unless the Trustee shall have been notified in writing by the Board or the Bank that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (a) relying on such initial filing and descriptions in filing any financing or continuation statements or modifications thereto pursuant to this section, and (b) filing any continuation statements in the same filing offices as the initial filings were made. The Board shall be responsible, during the Lease Term, for the customary fees charged by the Trustee for the preparation and filing of continuation statements and for the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder, including attorneys' fees and expenses, subject to appropriation by the Board. These fees shall be considered "extraordinary services" fees.

Section 12.8. Applicable Law. This Trust Indenture shall be governed by and construed in accordance with the laws of the State.

Section 12.9. Compliance with Public Contract Boycott Restrictions. The Bank and the Trustee each hereby certifies and agrees that:

(a) neither the Bank nor the Trustee is currently engaged in (i) a boycott of the State of Israel; or (ii) an economic boycott;

(b) the Bank and the Trustee agree not to engage in a boycott of the State of Israel for the duration of such contract; and

(c) the Bank and the Trustee agree to notify the Issuer in writing if either the Bank or the Trustee, as applicable, begins engaging in an economic boycott (which notice may be grounds for termination of the contract).

For purposes of this certification:

(a) *"Boycott action"* means refusing to deal, terminating business activities, or limiting commercial relations.

(b) *"Boycott of the State of Israel"* means engaging in a boycott action targeting (i) the State of Israel; and (ii)(A) companies or individuals doing business in or with the State of Israel; or (B) companies authorized by, licensed by, or organized under the laws of the State of Israel to do business.

(c) *"Boycotted company"* means a company that (i) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (ii) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (iii) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements; or (iv) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures.

(d) *"Economic boycott"* means, without an ordinary business purpose (i) engaging in a boycott action targeting (A) a boycotted company; or (B) another company because the company does business with a boycotted company; or (ii) taking an action intended to penalize, inflict economic harm to, or change or limit the activities of (A) a boycotted company; or (B) another company because the company does business with a boycotted company.

Certain other terms used herein and not otherwise defined have the meanings assigned such terms in Section 63G-27-102 of the Utah Code. At the request of the Board, the Bank agrees to execute such further written certification as may be deemed necessary or convenient for the Board to establish compliance with Title 63G, Chapter 27 of the Utah Code.

Section 12.10. Limitation of the Board Liability. No covenant or agreement contained in this Trust Indenture, the Primary Lease, the Lease or the Certificates shall be deemed to be an obligation, covenant or agreement of the Board, or otherwise obligate the Board to make a future appropriation of funds. Any provision for payment or indemnification by the Board made subject to appropriation of funds recognizes that the act of budgeting funds is solely within the discretion of the Board and that no claim may be had against the Board in excess of the amounts appropriated by the Board during the then current Lease Term to make payments hereunder.

Section 12.11. Notice to Rating Service. The Trustee shall, at least fifteen (15) Business Days prior to the execution or happening thereof, notify the Rating Service of (a) any amendment or supplement to this Trust Indenture, the Lease, or the Primary Lease, in each case of which it has received notice; (b) any change in the Trustee; and (c) upon the defeasance or payment in full of all the Certificates. The Trustee's agreement to provide such information is made as a matter of courtesy and accommodation only and the Trustee shall have no liability to any person for any failure to comply therewith. In addition, for purposes of this Section 12.11 and other Sections of this Trust Indenture which require the Trustee to notify or provide the Rating Service with notice, the Trustee shall only be required to do so if it is provided written notice from the Board as to the appropriate Rating Service.

[The following page is the signature page.]

IN WITNESS WHEREOF, the Board has caused this Trust Indenture to be executed by the Board's authorized officers, and the Bank and the Trustee have caused this Trust Indenture to be executed by one of their authorized officers all as of the day and year first above written.

THE BOARD:

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH

By:_____
Name: _____
President

ATTEST:

By _____
Neil Stevens
Business Administrator

BANK:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Lessor

By:_____
Name: _____
Title: _____

TRUSTEE:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

FORM OF CERTIFICATES

R-1 $_____

UNITED STATES OF AMERICA

STATE OF UTAH

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH

ANNUAL APPROPRIATION CERTIFICATE OF PARTICIPATION, SERIES 2026

Evidencing an Undivided Proportionate Ownership Interest in the Lease Payments due under that certain Annual Appropriation Lease Agreement between Board of Education of Box Elder School District, Utah, as Lessee, and U.S. Bank Trust Company, National Association, as Lessor

DATED DATE:	INTEREST RATE:	MATURITY DATE:	CUSIP:
[Closing Month] 1, 2026	____%	_____, 20__	_____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

THIS CERTIFICATE EVIDENCES that the Registered Owner shown above, or registered assigns (the *"Registered Owner"*) is the Registered Owner of an undivided, proportionate ownership interest in certain lease payments aggregating the Principal Amount hereof (the *"Lease Payments"*) paid or to be paid under the Annual Appropriation Lease Agreement dated [Closing Month] 1, 2026 (the *"Lease Agreement"*), between the Board of Education of Box Elder School District, Utah, as lessee (the *"Board"*), and U.S. Bank Trust Company, National Association, as lessor (the "Bank"), and is issued pursuant to and in accordance with the terms of an Annual Appropriation Trust Indenture dated [Closing Month] 1, 2026 (the *"Trust Indenture"*), by and among the Board, the Bank and U.S. Bank Trust Company, National Association, as Trustee, paying agent and certificate registrar (the *"Trustee"*).

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease Agreement and the Trust Indenture, on the Maturity Date shown above, the Principal Amount shown above, representing a portion of the Lease Payments designated as principal, together with a proportionate share of the interest component of the Lease Payments which is allocable to the Principal Amount shown above, from the Dated Date hereof, or the most recent

date to which interest has been paid or duly provided for, at the rate per annum specified above, payable on _____, 202_, and semiannually on each _____ and _____ thereafter (the *"Interest Payment Date(s)"*) until the date of maturity or prior redemption of this Certificate. Interest on this Certificate shall be calculated on the basis of a 360-day year and twelve 30-day months.

Both principal of and interest on this Certificate are payable in lawful money of the United States of America to the Registered Owner hereof whose name and address shall appear on the registration books maintained by the Corporate Trust Department of the Trustee (the *"Certificates Register"*) in Salt Lake City, Utah. Interest shall be paid to the Registered Owner whose name appears on the Certificates Register on the fifteenth (15th) day of the calendar month preceding the Interest Payment Date, at the address appearing on the Certificates Register. Principal and interest payments shall be received by the Registered Owner, as nominee of The Depository Trust Company, New York, New York (*"DTC"*), or its registered assigns, on each payment date as provided in the Trust Indenture.

THE LEASE PAYMENTS EVIDENCED BY THIS CERTIFICATE ARE NOT GENERAL OBLIGATIONS OF THE BOARD, THE BANK, THE TRUSTEE, THE STATE OF UTAH, OR ANY OTHER MUNICIPALITY OR POLITICAL SUBDIVISION. THE OBLIGATION OF THE BOARD TO MAKE LEASE PAYMENTS EVIDENCED BY THIS CERTIFICATE IS SUBJECT TO ANNUAL BUDGETING AND APPROPRIATION THEREOF BY THE BOARD AND ANNUAL RENEWAL OF THE LEASE AGREEMENT AT THE OPTION OF THE BOARD.

This Certificate is secured by, among other things, the Trust Estate pledged under the Trust Indenture, including all right, title and interest (but not the obligations) of the Bank under and pursuant to the terms of the Primary Lease (as defined in the Trust Indenture)l all right, title and interest (but not the obligations) of the Bank under and pursuant to the terms of the Security Lease (as defined in the Trust Indenture); the Lease Agreement; all payments, including Lease Payments, revenues, rents and receipts received or receivable by the Bank under the Lease Agreement; all of the right, title and interest of the Bank in and to all funds (other than the Rebate Fund) and accounts established under the Trust Indenture and all moneys and investments now or hereafter held therein. This Certificate is authorized under the Trust Indenture for the purpose of financing the Improvements (as defined in the Trust Indenture).

This Certificate is secured by the lien of the Trust Indenture equally and ratably with all other annual appropriation certificates of participation issued or to be issued thereunder, and is payable as to principal and interest solely from the Debt Service Fund and subaccounts thereunder created by the Trust Indenture. For a more particular description of said Debt Service Fund, subaccounts thereunder, the revenues to be deposited therein, and the nature and extent of the security afforded thereby, reference is made to the provisions of the Trust Indenture pursuant to which this Certificate is issued.

This Certificate is issued with [one maturity] representing certificates of participation authorized under the Trust Indenture designated as the "Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026" (hereinafter sometimes referred to as the *"Certificate" or* the *"Certificates"*), and is fully registered in the name of Cede & Co., as nominee of DTC.

The Certificates are initially issued as a book-entry-only security issue with no certificates provided to the Registered Owners. Records of certificate ownership will be maintained by the Trustee and DTC and its participants. Should the book-entry-only security system be discontinued, the Certificates shall be issued in the form of fully registered Certificates without coupons in denominations of $5,000, or any integral multiple thereof (the *"Authorized Denominations"*). The Trustee shall treat any Certificate of a denomination greater than $5,000 as representing that number of separate Certificates each of the denomination of $5,000 as can be obtained by dividing the actual principal amount of such Certificate by $5,000.

The Certificates are subject to optional and mandatory sinking fund redemption and are also subject to redemption upon the occurrence of certain events. For a more particular description of the redemption provisions applicable to the Certificates, reference is made to the provisions of the Trust Indenture pursuant to which this Certificate is issued.

Any transfer of the Certificates must be registered, as provided in the Trust Indenture, upon the Certificates Register kept for that purpose at the principal corporate trust office of the Trustee. Upon registration, a new registered Certificate or Certificates, of the same series and maturity and in the same aggregate Principal Amount, shall be issued to the transferee as provided in the Trust Indenture. The Trustee may treat the persons in whose name the Certificates are registered on the Certificates Register as the absolute owners thereof for all purposes, as provided in the Trust Indenture.

The Registered Owner may exchange or transfer the Certificates only by surrendering the Certificates, together with a written instrument of exchange or transfer which is satisfactory to the Trustee and which is duly executed by the Registered Owner or its duly authorized attorney, at the principal corporate trust office of the Trustee in the manner and subject to the conditions set forth in the Trust Indenture. The Certificates shall not be transferable or exchangeable except as set forth in the Trust Indenture.

Unless this Certificate is presented by an authorized representative of DTC to the Trustee or its agent for registration of transfer, exchange or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

Notwithstanding any other provision of the Trust Indenture to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, to DTC as provided in the Board's Blanket Issuer Representations Letter on file with DTC.

Reference is hereby made to the Lease Agreement and the Trust Indenture for the covenants, declarations, and other terms and conditions under which this Certificate has been issued. The covenants, contained herein and in the Trust Indenture may be discharged by making

provision at any time for the payment of the principal of and interest on this Certificate in the manner provided in the Trust Indenture.

THE TRUSTEE HAS NO OBLIGATION OR LIABILITY TO THE REGISTERED OWNER OF THIS CERTIFICATE FOR THE PAYMENT OF THE PRINCIPAL AMOUNT HEREOF OR INTEREST HEREON; THE TRUSTEE'S ONLY OBLIGATIONS ARE TO ADMINISTER, FOR THE BENEFIT OF THE REGISTERED OWNERS OF THE CERTIFICATES, THE LEASE PAYMENTS AND VARIOUS FUNDS AND ACCOUNTS ESTABLISHED UNDER THE TRUST INDENTURE.

THIS CERTIFICATE SHALL NOT BE VALID OR BECOME OBLIGATORY FOR ANY PURPOSE OR BE ENTITLED TO ANY SECURITY OR BENEFIT UNDER THE TRUST INDENTURE UNTIL PROPERLY EXECUTED BY THE TRUSTEE IN THE SPACE INDICATED BELOW.

IN WITNESS WHEREOF, this Certificate has been duly executed, authenticated, and issued by U.S. Bank Trust Company, National Association, in Salt Lake City, Utah, as Trustee.

Date of Authentication:

[Closing Month] 1, 2026

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____
Authorized Signature

* * * * *

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____
(Transferee's Name and Address)

_____
(Tax Identification or Social Security Number)

this Certificate and all rights thereunder, and does hereby irrevocably constitute and appoint

_____
(name and address)

as attorney to transfer this Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

_____
NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of this Certificate in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

_____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (*e.g.,* the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT C

DEBT SERVICE SCHEDULE

ENDING	PRINCIPAL	INTEREST RATE	INTEREST	DEBT SERVICE	SERVICE(1)

EXHIBIT D

LEGAL DESCRIPTION OF THE SECURITY PROPERTY

Draft
6/5/26

CERTIFICATE OF APPROVAL

PURSUANT TO

A RESOLUTION ADOPTED ON JUNE 10, 2026

DATED: _____, 2026

1. *Authority; Definitions*. Pursuant to a resolution adopted by the Board of Education of Box Elder School District, Utah (the *"Board"*), on June 10, 2026 (the *"Resolution"*), the Board has authorized the execution and delivery of an Annual Appropriation Lease Agreement (the *"Lease Agreement"*), interests in the Lease Payments (as defined in the Lease Agreement) from which are to be represented by certain certificates of participation (the *"Certificates"*). This certificate is executed pursuant to and in accordance with the delegation of authority contained in the Resolution. All terms used herein and not otherwise defined herein shall have the meanings specified in the Resolution.

2. *Approval of Sale Price of Certificates*. The sale of the Certificates to BofA Securities, Inc. (the *"Underwriter"*), at the price of $_____ (representing the par amount of the Certificates, plus $_____ net original issue premium and less $_____ Underwriter's discount) is hereby approved. The terms of the Certificates set forth in the [Bond Purchase Agreement], dated the date hereof, by and among the Board, the Bank and the Trustee, are hereby approved.

3. *Approval of Lease Payments*. The total principal component of the Lease Payments, $_____, is hereby approved. The Lease Payment shall be due on the dates and in the principal and interest components, payable semiannually on May 15 and November 15, commencing November 15, 2026, as shown below:

LEASE PAYMENT DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT

4. *Use of Proceeds of the Certificates*. It is hereby approved that the proceeds of the Certificates shall be deposited and used as follows:

(a) $_____ of such proceeds shall be deposited in the Costs of Issuance Fund, to pay Costs of Issuance of the Certificates; and

(b) the balance of such proceeds ($_____) shall be deposited in the Construction Fund and used to pay Costs of Acquisition and Construction of the Improvements.

5. *Redemption*. {Insert Redemption Provisions.}

IN WITNESS WHEREOF, I have hereunto set my hand on the _____ day of _____, 2026.

By _____
Board Designated Officer of the Board of
Education of Box Elder School District, Utah

CONSTRUCTION AGENCY AGREEMENT

THIS CONSTRUCTION AGENCY AGREEMENT, dated as of [Closing Month] 1, 2026 (this *"Agreement"*), by and between the U.S. Bank Trust Company, National Association (the *"Principal"*) and the Board of Education of Box Elder School District, Utah (the *"Agent"*),

W I T N E S S E T H:

WHEREAS, the Agent is the owner of certain real property located in Box Elder County, State of Utah, more particularly described in *Exhibit A* attached hereto and made a part hereof by this reference (the *"Property"*);

WHEREAS, the Agent desires that the Property be developed by the constructing, furnishing, equipping and improving certain real and personal property comprising (i) additions to Discovery Elementary, (ii) a new elementary school in Tremonton and (iii) related facilities on the Property for use by the Board (the *"Improvements"*);

WHEREAS, the Agent has leased the Property to the Principal pursuant to that certain Primary Lease dated as of [Closing Month] 1, 2026;

WHEREAS, the Principal and the Agent have entered into an Annual Appropriate Lease Agreement, dated as of [Closing Month] 1, 2026 (the *"Lease"*) wherein the Agent and the Principal agree to (a) that $_____ Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026 (the *"Certificates"*) will be issued pursuant to that certain Annual Appropriation Trust Indenture, between the Principal, the Agent and U.S. Bank Trust Company, National Association, as trustee (the *"Trustee"*), dated as of [Closing Month] 1, 2026, (the *"Indenture"*), (b) construct or cause the construction (collectively, *"Acquisition"*) of the Improvements on the Property, with a portion of the proceeds from the Certificates, (c) lease the Improvements and (d) sublease the Property, to the Agent (acting in its capacity as Lessee thereunder) for the Agent's use and occupancy on an annually renewable basis, all as provided in the Lease; and

WHEREAS, the Agent has expended considerable amounts of time, money and effort in obtaining architectural and other professional services, in preparing bid and other documents for the Acquisition of the Improvements and in awarding bids in accordance with applicable law for the Acquisition of the Improvements and the Principal desires to engage the Agent pursuant to the terms hereof to cause the Acquisition of the Improvements pursuant to the Lease.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Principal and the Agent hereby agree as follows:

Section 1. Definitions. All capitalized terms used herein which are not defined herein shall have the same meaning as when such terms are used in the Indenture, as applicable.

Section 2. Appointment of the Agent. The Principal hereby appoints the Agent as its exclusive agent for the purpose of Acquiring or causing the Acquisition of the Improvements on the Property pursuant to the Project Documents {Needs to be defined.}and in accordance with the terms and conditions for such Acquisition of the Improvements as provided in Article IV of the Lease. The Agent, as agent for the Principal for such purpose, assumes all rights, duties and responsibilities of the Principal regarding supervision of the Acquisition of the Improvements as are granted to or imposed upon the Principal pursuant to the Lease. The Agent shall supervise Acquisition of the Improvements in a manner to assure that, upon final completion thereof, the Improvements shall be free and clear of all liens and encumbrances that may arise in connection with the work performed on the Improvements and that the Improvements will be acceptable to the Agent in its capacity as Lessee under the Lease for its use and occupancy during the term of the Lease. The Agent is hereby authorized to execute and deliver the Project Documents, including without limitation collateral assignments thereof in favor of the Trustee. The Principal shall cooperate with the Agent, as requested by the Agent, in connection with the execution, delivery and performance of any Project Documents. Notwithstanding anything herein to the contrary, the Principal hereby reserves its rights as principal (a) to execute and deliver any such Project Documents as it shall determine and (b) to take any other actions hereunder as principal or under the Lease to cause the Acquisition of the Improvements on the Property pursuant to the Project Documents, notwithstanding the delegation made in this Agreement.

Section 3. Award of Construction Contract. (a) The Agent, on behalf of the Principal, or the Principal on its own behalf, shall award a construction contract or contracts for the Acquisition of the Improvements (collectively, the *"Construction Contract"*) on the Property to a contractor or contractors licensed under the laws of the State of Utah (the *"Contractor"*), and such Construction Contract has been or will be awarded after such public bidding and following such procedures as the Agent has determined to be in the best interests of the Lessee for such Acquisition of the Improvements on a timely and cost effective basis; *provided, however,* that nothing herein shall be construed to impose a public bidding requirement on letting any such Construction Contract. The Agent shall require the Contractor who has been or will be awarded the Construction Contract to provide a faithful performance bond and a labor and material payment bond satisfactory to the Agent (in its capacity as Lessee under the Lease) conditioned upon final completion of the Improvements as expeditiously as reasonably possible from the date of execution of the Lease and also conditioned upon delivery of possession of the Improvements to the Lessee free and clear of all liens and encumbrances, except taxes, liens and encumbrances on the Principal's interest in the Improvements, and easements and restrictions in the record title accepted by the Agent (in its capacity as Lessee under the Lease). The proceeds from any such bond shall be transferred to the Trustee for deposit as provided in the Indenture. Such bonds shall be made payable to the Trustee, shall be executed by a corporate surety licensed to transact business in the State of Utah and acceptable to the Agent and the Trustee, and shall be in an amount equal to the contract price for such contractor's or subcontractor's Construction Contract. If, at any time during the Acquisition of the Improvements, the surety on such bond shall be disqualified from doing business within the State of Utah, or shall otherwise become incapable (in the judgment of the Trustee or the Agent) of performing its obligations under such bond, an alternate surety acceptable to the Agent and the Trustee shall be selected. In the event of any change order in accordance with Section 5 hereof resulting in the performance of additional work in connection with the Acquisition of the Improvements, the amounts of such bonds pertaining thereto shall be increased

to include the cost of such additional work or materials or fixtures to be incorporated in the Improvements.

(b) If any payments on a contract with a private contractor to do work on the Improvements are retained or withheld, such payments shall be placed in an interest bearing account and the interest thereon shall accrue for the benefit of such contractor and subcontractors to be paid after the Improvements are completed and the Improvements accepted by the Agent acting in its capacity as Lessee pursuant to Section 5.2 of the Lease; *provided, however*, that neither the Principal nor the Agent shall have any responsibility to distribute the interest on such retainage to the subcontractors, it being solely the responsibility of the contractor to ensure that any interest accrued on such retainage is distributed by the contractor to the subcontractors on a pro rata basis.

Section 4. Disbursements from the Construction Fund. Whenever payments from the Construction Fund are to be made to satisfy an obligation under a Construction Contract, the Agent shall file with the Trustee the written request required by Section 3.1(c) of the Indenture to be delivered to effect disbursements from the Construction Fund and shall furnish or cause to be furnished such other certificates and documents as may be required to establish that there has not been filed with or served upon the Agent notice of any lien, right to lien, attachment upon or claim affecting the right to receive payment of any of the moneys payable to any of the persons named in such written requisitions which has not been released or will not be released simultaneously with such payment, other than materialmen's or mechanics' liens accruing by mere operation of law which will not be released until final payment is made.

Section 5. Change Orders. The Agent, without approval of or notice to the Principal, may issue change orders altering the Plans and Specifications {Needs to be defined.} during the course of Acquisition of the Improvements; *provided, however,* that unless sufficient additional funds are deposited by the Lessee under the Lease into a designated account in the Construction Fund (a) the cost of the Improvements shall not exceed that which is established at the time when the Certificates are initially issued by the Principal, and (b) the cost of change orders shall not exceed the amount then available therefor in the Construction Fund, provided that the Acquisition of the Improvements is then on budget with the amount initially determined as needed to complete Acquisition of the Improvements. Before issuing any such change orders which, together with all other change orders, would increase the aggregate cost of Acquisition of the Improvements beyond that initially established, the Agent shall arrange to pay the increased cost resulting from such change orders and shall deposit funds sufficient to pay such increased cost with the Trustee for deposit into the Construction Fund; *provided, however,* that nothing herein shall be construed to require the Agent to deposit any such funds for purposes of this Section 5 other than from moneys legally available therefor and appropriated or otherwise specifically provided for such purpose.

Section 6. Required Provisions of Construction Contract. (a) The Agent shall enter into no Construction Contract for the Acquisition of the Improvements unless such Construction Contract provides that, upon an Event of Nonrenewal or an Event of Default, or upon the termination of the authority of the Agent (in its capacity as agent hereunder or as Lessee under the Lease) to complete the Acquisition of the Improvements pursuant to the Lease or this Agreement, the Construction Contract will be fully and freely assignable to the Trustee without the consent of any other person; and that, if the Construction Contract is assumed by the Trustee, the contractor

will perform the agreements contained in the Construction Contract for the benefit of the Trustee. Each Construction Contract must also provide that, upon an Event of Nonrenewal, an Event of Default or damage to, or destruction or condemnation of, the Improvements as described in Article VII of the Lease, the Trustee may terminate such Construction Contract, and the contractor shall then be entitled to payment only from amounts available therefor in the Construction Fund and only for work done prior to such termination. The Agent agrees that upon the occurrence of an Event of Nonrenewal or an Event of Default, or otherwise upon the termination of the authority of the Agent (in its capacity as agent hereunder or as Lessee under the Lease) to complete the Acquisition of the Improvements pursuant to the Lease or this Agreement.

(b) The Agent shall have and keep on file and available for inspection by the Principal and the Trustee copies of the Project Documents (except Project Documents which are in the possession of the Trustee) throughout the term hereof, or as soon after the commencement of the term hereof as such Project Documents shall become available to the Agent.

(c) Each Contractor entering into a Construction Contract shall be required to procure and maintain standard form comprehensive general public liability and property damage insurance, at its own cost and expense, during the duration of such Contractor's Construction Contract, in the amount of not less than $1,000,000 combined single limit per occurrence.

(d) Unless the Agent shall otherwise agree in the Construction Contract to carry the builder's risk insurance hereinafter described, each general contractor retained in connection with the Acquisition of the Improvements shall be required to procure and maintain, at its own cost and expense, during the term of its Construction Contract and until each Improvements is accepted and insured by the Agent acting in its capacity as Lessee under the Lease, standard, all risk of loss builder's risk completed value insurance upon the Improvements Acquired or to be Acquired, in whole or in part, by such contractor or its subcontractors until the Leased Property is accepted and insured by the Lessee, standard, all risk of loss builder's risk completed value insurance upon the Leased Property Acquired or to be Acquired, in whole or in part, by such contractor or its subcontractors. The policy shall not provide any deductible amounts. Such insurance coverage shall in the aggregate be in an amount at least equal to the original principal amount of the Certificates. In the event of any change order resulting in the performance of additional work in connection with the Acquisition of the Projects, the amount of such insurance shall be increased to include the cost of such additional work.

(e) Each Contractor and subcontractor for the Improvements shall be required to procure and maintain workers' compensation insurance as required by applicable law.

(f) The Net Proceeds of any performance or payment bond or builders' risk insurance policy required hereunder is to be deposited into such funds and accounts as provided in section 5.05(f) of the Lease.

(g) Each Construction Contract shall contain provisions regarding liquidated damages and construction retainage acceptable to the Agent. The Net Proceeds from any such liquidated damages provision shall be deposited in accordance with Article VII of the Lease.

Section 7. Remedies Against Contractors. The Agent shall proceed promptly, either separately or in conjunction with others, to pursue diligently its remedies against any Contractor or subcontractor which is in default under any of the Construction Contract and/or against each surety on any bond securing the performance of such Construction Contract. The Net Proceeds recovered by way of the foregoing, after reimbursement to the Agent for any unreimbursed expenditure of the Agent for correcting or remedying such default, will be deposited into such funds and accounts as provided in Article VII of the Lease.

Section 8. Compliance with Applicable Laws, Regulations, Etc. (a) The Agent shall, and shall cause each Contractor and subcontractor to, Acquire the Improvements on the Property in accordance with all requirements, approvals, certifications or permits issued with respect to the Acquisition of the Improvements by federal, state and local governmental bodies and agencies and file all periodic reports required under such approvals, certifications and permits.

(b) Within the meaning of Title 26, Chapter 29, Utah Code Annotated 1953, as amended, the Improvements must be Acquired in compliance with the current edition of planning and design criteria adopted by the governing body of the Lessee so as to be accessible to, and functional for, the physically handicapped. The Improvements must comply with the *Americans With Disabilities Act*, 42 U.S.C. § 12101 *et seq.* (1991).

(c) The Agent shall design, construct, and improve the Improvements in compliance with all applicable statutes and regulations of the State of Utah, and will insure that such Improvements meet all applicable commercial standards and building and zoning code requirements for comparable facilities in the locality applicable to non-governmentally owned facilities and will use its best efforts to have Acquisition of the Improvements completed in accordance with the construction schedule established pursuant to Section 9(b) hereof and within the cost estimate prepared for construction of the Improvements pursuant to Section 9(a) hereof. Subject to the requirements of such statutes and regulations, the Agent shall have the right to select and employ design professionals, project and construction managers, consultants and contractors, and to determine the methods and manner in which planning and construction will be accomplished.

Section 9. Project Cost Estimate and Construction Schedule. (a) As soon as practicable, the Agent will estimate the cost of Acquiring the Improvements, and the estimate will be the basis for the budget for the Improvements.

(b) The Agent shall also establish a schedule for Acquiring the Improvements which will assist the Trustee and the Agent acting in its capacity as Lessee under the Lease to determine when and in what amounts funds will be needed to pay for costs incurred for the Acquisition of the Improvements. Copies of such budget and schedule will be furnished by the Agent to the Trustee.

Section 10. Ratification. The Principal hereby ratifies and approves any and all actions undertaken prior to the execution of this Agreement by the Agent on behalf of the Principal for the Acquisition of the Improvements.

Section 11. Term of the Agreement. (a) This Agreement shall become effective as of the date of its execution by the Principal and the Agent.

(b) This Agreement shall terminate thirty (30) days after delivery of the completion and occupancy of the Improvements by the Agent, except that the Agent may thereafter notify Contractors of defects in construction and demand correction in accordance with whatever warranties may be applicable and may be canceled by the Trustee upon or any time after the occurrence of an Event of Default or an Event of Nonrenewal. If the defects are not immediately corrected, the Agent, at its sole expense (but only from appropriated moneys legally available for such purpose), may initiate and pursue any remedies which may be available to the Agent to enforce correction of construction defects.

(*Signature page follows.*)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the day and year first above written.

PRINCIPAL:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By _____
President

AGENT:

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH

By _____
President

ATTEST AND COUNTERSIGN:

By _____
Business Administrator

[SEAL]

EXHIBIT A

The tracts of land constituting the Property are located in Box Elder County, State of Utah, and are more particularly described as follows:

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without any notice. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Draft 6/5/26

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2026

NEW ISSUE—BOOK ENTRY ONLY

MOODY'S RATING: ___
See "RATINGS" herein

Subject to compliance by the Board with certain covenants, in the opinion of Chapman and Cutler LLP, Bond Counsel, under present law, interest on the Certificates is excludible from gross income of the owners thereof for federal income tax purposes and is not includible as an item of tax preference in computing the federal alternative minimum tax for individuals. Interest on the Certificates may affect the corporate alternative minimum tax for certain corporations. In the opinion of Bond Counsel, under the existing laws of the State of Utah, as presently enacted and construed, interest on the Certificates is exempt from taxes imposed by the Utah Individual Income Tax Act. See "TAX MATTERS" herein for a more complete discussion.

$[PRELIMINARY PRINCIPAL AMOUNT]*
BOARD OF EDUCATION OF BOX ELDER COUNTY SCHOOL DISTRICT, UTAH
ANNUAL APPROPRIATION CERTIFICATES OF PARTICIPATION, SERIES 2026

DATED: Date of Delivery **DUE: _____, as shown on the inside cover**

The Annual Appropriation Certificates of Participation, Series 2026 (the *"Certificates"*), offered hereby evidence undivided ownership interests in payments (the *"Lease Payments"*) to be made by the Board of Education of Box Elder County School District, Utah, a local school board and a duly organized and existing body corporate and a political subdivision of the State of Utah (the *"Board"*), under that certain Annual Appropriation Lease Agreement dated [Closing Month] 1, 2026 (the *"Appropriation Lease"*), with U.S. Bank Trust Company, National Association, as lessor (the *"Bank"*). The Lease Payments are due semiannually on or before each _____ and _____, commencing _____, 2027, and continuing, subject to appropriation annually by the Board, through _____, 20__. The Certificates will be issued pursuant to an Annual Appropriation Trust Indenture dated [Closing Month] 1, 2026 (the *"Trust Indenture"*) among the Board, the Bank, and U.S. Bank Trust Company, National Association, as trustee (the *"Trustee"*).

The Certificates will be issued in fully registered form under a book-entry only system and will be registered in the name of Cede & Co., as bond owner and nominee for The Depository Trust Company (*"DTC"*). DTC will act as initial securities depository for the Certificates. Individual purchases of the Certificates will be made in book-entry form, in the denomination of $5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in the Certificates purchased.

Interest on the Certificates will be paid on _____, 202_, and semiannually thereafter on _____ and _____ of each year to the maturity or earlier redemption of the Certificates. Principal on the Certificates will be paid on _____, 202_, and annually thereafter on _____ of each year to the maturity or earlier redemption of the Certificates. Principal of and interest on the Certificates will be payable to the persons in whose names such Certificates are registered (the *"Beneficial Owners"*), at the address appearing upon the registration books on the 15th day of the month preceding a payment date. The principal of and interest on the Certificates will be payable by the Board's certificate registrar, the Trustee, to DTC which, in turn, will remit such principal and interest to the DTC participants for subsequent disbursement to the Beneficial Owners of the Certificates.

The Certificates are being issued to finance (a) the costs of preparing, constructing, furnishing, equipping and improving certain real and personal property comprising (i) an addition to Discovery Elementary in Brigham City, Utah; (ii) a new elementary school to be located in Tremonton, Utah; and (iii) related facilities on property currently owned by the Board, and (b) the Costs of Issuance of the Certificates. See "PURPOSE AND USE OF PROCEEDS" and "THE IMPROVEMENTS" herein.

The Certificates are subject to optional and mandatory redemption as described herein. See "DESCRIPTION OF THE CERTIFICATES—Redemption."

The Lease Payments secure the Certificates and are payable by the Board from any of its Lawful Funds (as defined herein). The obligation of the Board to make Lease Payments is subject to annual appropriations thereof by the Board and annual renewal of the Appropriation Lease at the option of the Board. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES—Lease Payments Subject to Appropriation" and "RISK FACTORS" herein.

THE CERTIFICATES AND THE INTEREST PAYABLE THEREON DO NOT CONSTITUTE A DEBT OR A PLEDGE OR LENDING OF THE FAITH AND CREDIT OF THE BOARD, THE BANK, THE TRUSTEE, THE STATE, ITS LEGISLATURE OR ANY POLITICAL SUBDIVISIONS OR AGENCIES THEREOF, OTHER THAN TO THE EXTENT HEREIN DESCRIBED. THE ISSUANCE OF THE CERTIFICATES DOES NOT DIRECTLY, INDIRECTLY, OR CONTINGENTLY OBLIGATE THE BOARD (EXCEPT TO THE EXTENT HEREIN DESCRIBED), THE STATE, ITS LEGISLATURE OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR COLLECT ANY FORM OF TAXATION OR TO MAKE ANY APPROPRIATION FOR THE PAYMENT THEREOF. NOTHING HEREIN SHALL BE CONSTRUED TO PLEDGE REVENUES FROM, OR GIVE A SECURITY INTEREST IN, ANY REVENUES, PROPERTIES OR FACILITIES OF THE BOARD EXCEPT AS SPECIFICALLY SET FORTH IN THE TRUST INDENTURE. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES" herein.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT INTENDED TO BE A SUMMARY OF ALL FACTORS RELATING TO AN INVESTMENT IN THE CERTIFICATES. INVESTORS ARE ADVISED TO READ THIS OFFICIAL STATEMENT (INCLUDING THE APPENDICES) IN ITS ENTIRETY BEFORE MAKING AN INVESTMENT DECISION.

The Certificates are offered when, as and if issued and received by the Underwriter (hereinafter defined), subject to the approval of legality by Chapman and Cutler LLP, Bond Counsel, and certain other conditions. Certain matters will be reviewed for the Underwriter by its legal counsel, Katten Muchin Rosenman LLP, and by Chapman and Cutler LLP, in its capacity as disclosure counsel to the Board. It is expected that the Certificates will be available for delivery through the facilities of DTC on or about [Closing Date], 2026 (the *"Date of Delivery"*).

* Preliminary; subject to change.

$[PRELIMINARY PRINCIPAL AMOUNT]*
BOARD OF EDUCATION OF BOX ELDER COUNTY SCHOOL DISTRICT, UTAH
ANNUAL APPROPRIATION CERTIFICATES OF PARTICIPATION, SERIES 2026

DATED: Date of Delivery DUE: as shown below

MATURITY SCHEDULE

DUE DATE	AMOUNT*	INTEREST RATE	YIELD	CUSIP†

* Preliminary, subject to change.

† The CUSIP data herein is provided by the CUSIP Global Services, managed on behalf of the American Bankers Association by Standard and Poor's. The CUSIP numbers are not intended to create a database and do not serve in any way as a substitute for the CUSIP service. CUSIP numbers have been assigned by an independent company not affiliated with the Board and are provided solely for convenience and reference. The CUSIP numbers for a specific maturity are subject to change after the issuance of the Certificates. Neither the Board nor the Underwriter takes responsibility for the accuracy of the CUSIP numbers.

The information set forth herein has been obtained from the Board, The Depository Trust Company and other sources believed to be reliable. No dealer, broker, salesperson or any other person has been authorized to give any information or to make any representations other than those contained in this Official Statement in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon as having been authorized. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of, the Certificates by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information and expressions of opinion herein are subject to change without notice, and neither delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the Board or in any other information contained herein since the date hereof.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE CERTIFICATES AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

This Official Statement contains "forward-looking statements" within the meaning of the federal securities laws. These forward-looking statements include, among others, statements concerning expectations, beliefs, opinions, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE CUSIP (THE COMMITTEE ON UNIFORM SECURITIES IDENTIFICATION PROCEDURES) IDENTIFICATION NUMBERS ARE PROVIDED ON THE INSIDE COVER PAGE OF THIS OFFICIAL STATEMENT AND ARE BEING PROVIDED SOLELY FOR THE CONVENIENCE OF BONDHOLDERS ONLY, NO REPRESENTATION IS MADE WITH RESPECT TO SUCH NUMBERS OR UNDERTAKE ANY RESPONSIBILITY FOR THEIR ACCURACY. THE CUSIP NUMBERS ARE SUBJECT TO BEING CHANGED AFTER THE ISSUANCE OF THE CERTIFICATES AS A RESULT OF VARIOUS SUBSEQUENT ACTIONS INCLUDING, BUT NOT LIMITED TO, A REFUNDING IN WHOLE OR IN PART OF THE CERTIFICATES.

THE INFORMATION AVAILABLE AT WEB SITES REFERENCED IN THIS OFFICIAL STATEMENT HAS NOT BEEN REVIEWED FOR ACCURACY AND COMPLETENESS. SUCH INFORMATION HAS NOT BEEN PROVIDED IN CONNECTION WITH THE OFFERING OF THE CERTIFICATES AND IS NOT A PART OF THIS OFFICIAL STATEMENT.

* * *

BOARD OF EDUCATION OF BOX ELDER COUNTY SCHOOL DISTRICT, UTAH
960 SOUTH MAIN
BRIGHAM CITY, UT 84302
(435) 734-4800

BOARD OF EDUCATION

Tiffani Summers	President
Danielle Wright	Vice President
Karen Cronin	Member
Stephanie DeFilippis	Member
Wade Hyde	Member
Bryan Smith	Member
Julie Taylor	Member

KEY BOARD OFFICIALS

Steve Carlsen	Superintendent
Neil Stevens	Business Administrator
Sherri Harper	Director of Finance

UNDERWRITER

BofA Securities, Inc.

BOND AND DISCLOSURE COUNSEL

Chapman and Cutler LLP
215 South State Street, Suite 560
Salt Lake City, UT. 84111

UNDERWRITER'S COUNSEL

Katten Muchin Rosenman LLP
50 Rockefeller Plaza
New York, NY 10020

MUNICIPAL ADVISOR

Zions Public Finance, Inc.
One S Main St, 18th Fl
Salt Lake City, UT 84133

TRUSTEE, PAYING AGENT AND REGISTRAR

U.S. Bank Trust Company, National Association
170 South Main Street, Suite 200
Salt Lake City, UT 84101

BANK

U.S. Bank Trust Company, National Association
170 South Main Street, Suite 200
Salt Lake City, UT 84101

TABLE OF CONTENTS

SECTION	HEADING	PAGE
INTRODUCTION		1
	The Board and the District	2
	Purpose of the Certificates	2
	Authorization	2
	The Certificates and Financing Structure	3
	Security for the Certificates	3
	Delivery of the Certificates	3
	Tax Status of the Certificates	4
DESCRIPTION OF THE CERTIFICATES		4
	Principal Amount, Date, Interest Rate and Maturity	4
	Redemptions	4
	Certificates Redeemed in Part	6
	Notice of Redemption	6
	Funds under the Trust Indenture	7
	Tax Covenant	8
	The Trustee	8
	Book-Entry System	9
SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES		9
	Structure of Leases	9
	Pledge under Trust Indenture	10
	Sources of Payment	11
	Estimated Historical Lawful Funds of the Board	11
	Lease Payments Subject to Appropriation	11
	Events of Default under the Appropriation Lease	13
	Remedies on Default or Nonrenewal	14
	Covenants under the Appropriation Lease	14
	Annual Appropriation Lease Payment Capacity of the Board	16
PURPOSE AND USE OF PROCEEDS		17
	Purpose of the Certificates	17
	Sources and Uses of Funds	17
THE IMPROVEMENTS		17
	General	17
	Environmental	18
	Construction of the Improvements	18
	Architect	18
	Construction of the Shell and Core Improvements	18

Payment Procedure. 19

DEBT SERVICE REQUIREMENTS 19

THE BOARD AND THE DISTRICT 19

General Information....19
Form of Government....21
Employees....22
Post Employment Benefits....22
Retirement Liability....22
Population 23
Property Value of Pre-Authorized Construction in the County....23
Business and Industry 24
Taxable Sales in the County 24
Labor Market Data of the County....25
Rate of Unemployment — Annual Average....25
Outstanding General Obligation Bonded Indebtedness....26
Overlapping and Principal Underlying General Obligation Debt....26
Debt Ratios....27
General Obligation Legal Debt Limit and Additional Debt Incurring Capacity 27
No Defaulted Obligations 27
Future Debt Plans....28

FINANCIAL INFORMATION....28

Fund Structure; Accounting Basis 28
Budgets and Budgetary Accounting 28
Risk Management 30
Investment of Funds....31
Five-Year Financial Summaries 32
Property Tax Matters 36
Tax Levy and Collection....37
Public Hearing on Certain Tax Increases....39
Historical District Tax Rates....39
Taxable and Fair Market Value of Property 40
Historical Summaries of Taxable Values of Property 41
Tax Collection Record 42
Some of the Largest Taxpayers....42

STATE OF UTAH SCHOOL FINANCE 43

Sources of Funds....43
Local District Funding 43
State Funding 43
Federal Funding 44
Summary of State and Federal Funds 44

RISK FACTORS 44
Limited Obligations 44
Expiration or Termination of the Lease 45
Limited Remedies 46
Destruction of the Facilities or the Security Property 47
Construction of the Improvements 47
Depreciation and Lack of Residual Value 48
Release of Facilities 48
Changes in Board Governance 48
Cybersecurity 49
Investment Grade Rating and Secondary Market 49
No Reserve Fund or Credit Enhancement 50
Environmental Hazards 50

CONTINUING DISCLOSURE 50

TAX MATTERS 51
Federal 51
State of Utah 53

RATINGS 53

UNDERWRITING 54

INDEPENDENT AUDITORS 54

LEGAL MATTERS 54

PENDING AND THREATENED LITIGATION 54

MUNICIPAL ADVISOR 54

ADDITIONAL INFORMATION 55

APPENDIX A — Form of Bond Counsel Opinion
APPENDIX B — Audited Financial Statements for Year Ended June 30, 2025
APPENDIX C — Book-Entry Only System
APPENDIX D — Form of Continuing Disclosure Undertaking
APPENDIX E — Form of Primary Lease
APPENDIX F — Form of Annual Appropriation Lease Agreement
APPENDIX G — Form of Annual Appropriation Trust Indenture

RENDERING OF THE IMPROVEMENTS

[IMAGE]

$[PRELIMINARY PRINCIPAL AMOUNT]*
BOARD OF EDUCATION OF BOX ELDER COUNTY SCHOOL DISTRICT, UTAH
ANNUAL APPROPRIATION CERTIFICATES OF PARTICIPATION, SERIES 2026

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Certificates to potential investors is made only by means of the entire Official Statement.

The Board of Education (the *"Board"*) of Box Elder County School District, Utah (the *"District"*), a local school board of a school district and a duly organized and existing body corporate and a political subdivision of the State of Utah (the *"State"*), furnishes this Official Statement in connection with the offering of $[Preliminary Principal Amount][1] Annual Appropriation Certificates of Participation, Series 2026 (the *"Certificates"*), dated the Date of Delivery. This Official Statement, which includes the cover page, inside cover page and appendices, provides information concerning the Board and the Certificates.

The Certificates offered hereby evidence undivided ownership interests in payments (the *"Lease Payments"*) to be made by the Board, as lessee under that certain Annual Appropriation Lease Agreement dated [Closing Month] 1, 2026 (the *"Appropriation Lease"*) with U.S. Bank Trust Company, National Association, as lessor (the *"Bank"*). The Lease Payments are due semiannually on or before each _____ and _____, commencing _____, 2027, and continuing, subject to appropriation annually by the Board, through _____, 20__. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES" herein. The Certificates will be issued pursuant to the Annual Appropriation Trust Indenture dated [Closing Month] 1, 2026 (the *"Trust Indenture"*), among the Board, the Bank, and U.S. Bank Trust Company, National Association, as trustee (the *"Trustee"*).

The information set forth herein has been obtained from the Board and other sources that are believed to be reliable. The Underwriter has relied on the Board with respect to the accuracy and sufficiency of such information and such information is not to be construed as a representation, warranty or guarantee by the Underwriter. So far as any statement herein includes matters of opinion, or estimates of future expenses and income, whether or not expressly so stated, they are intended merely as such and not as representations of fact. This Official Statement speaks only as of its date, and the information contained herein is subject to change. Capitalized words and phrases used in this Official Statement have the meanings as defined in the forms of the Primary Lease, the Appropriation Lease and the Trust Indenture (each as defined herein), forms of which documents are attached to this Official Statement as APPENDICES E, F, and G, respectively, all of such appendices being herein referred to as the "Documents." Brief descriptions and summaries of, and information relating to the Certificates, the Board, and the Documents are hereinafter

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* Preliminary, subject to change.

included in this Official Statement. Such descriptions, summaries and information do not purport to be exhaustive, comprehensive, or definitive. All references herein to the Certificates and the Documents, or the terms or provisions of any of the foregoing, are qualified by reference to such documents in their entirety.

THE BOARD AND THE DISTRICT

The Board is the local school board of the District organized and operating under the laws of the State pursuant to Chapter 4, Title 53G (the *"Act"*), of the Utah Code Annotated 1953, as amended (the *"Utah Code"*).

The District was established in 1907 and shares common boundaries with Box Elder County, Utah (the *"County"*). The County is bordered by Idaho on the north, the Great Salt Lake and desert on the south, Nevada on the west, and the Wasatch Mountains on the east. It derived its name from the great abundance of box elder trees in the area. Incorporated in 1869, 27 years before Utah became a state, the County is the State's fourth largest county in land area in the State. Its borders encompass 5,627 square miles of land, including a wide variety of terrain ranging from lakebed flatlands through low rolling hills to rugged mountains. The County had an estimated 65,320 residents in 2025 according to the Bureau of the Census, raking the County as the 9th most populated county in the State (out of 29 counties). The District's headquarters are located in Brigham City, Utah (the *"City"*), which is located approximately 60 miles north of Salt Lake City. For additional information see "THE BOARD AND THE DISTRICT" herein.

PURPOSE OF THE CERTIFICATES

The Certificates are being issued to finance (a) the costs of preparing, constructing, furnishing, equipping and improving certain real and personal property comprising (i) an addition Discovery Elementary in Brigham City, Utah; (ii) a new elementary school to be located in Tremonton, Utah; and (iii) related facilities on the Property (as defined below) for use by the Board (the *"Improvements"* as further described in "THE IMPROVEMENTS" herein) and (b) the Costs of Issuance of the Certificates. See "PURPOSE AND USE OF PROCEEDS" herein.

AUTHORIZATION

Pursuant to Section 53G-4-401(4) of the Act, the Board is authorized to take, hold, lease, sell, and convey real and personal property as the interests of the schools may require. The Board adopted a Resolution at a regular meeting on June 10, 2026 (the *"Resolution"*), approving substantially final forms of the Primary Lease (as defined below), the Appropriation Lease, the Trust Indenture and the Security Lease and delegating authority to officials of the Board to approve the lease payments under the Appropriation Lease that correspond to the pricing and sale of the Certificates and to enter into a purchase contract with the Underwriter, and to execute and deliver the documents with such changes necessitated by the pricing and sale of the Certificates.

THE CERTIFICATES AND FINANCING STRUCTURE

Pursuant to its statutory authority and the Resolution, the Board has approved the issuance of the Certificates pursuant to the Trust Indenture. Concurrently with the issuance of the Certificates, (a) the Board and the Bank will enter into a Primary Lease dated as of [Closing Month] 1, 2026 (the *"Primary Lease"*), pursuant to which the Board, as lessor, will lease certain property and the improvements thereon (collectively, the *"Property"*) together with the Improvements to be constructed thereon (the Property and the Improvements collectively referred to as the *"Facilities"*) to the Bank, as lessee, for a term ending June 30, 20__ or such earlier date as the Certificates shall have been fully paid or payment provided therefor, or such longer period until the Certificates are no longer Outstanding and shall have been fully paid and retired, but not exceeding forty (40) years, (b) the Board and the Bank will enter into a Security Lease dated as of [Closing Month] 1, 2026 (the *"Security Lease"*), pursuant to which the Board, as lessor, will lease certain property and the improvements thereon (collectively, the *"Security Property"*) to the Bank, as lessee, for a term ending June 30, 20__ or such earlier date as the Improvements have been constructed and occupied by the District, or such longer period until the Certificates are no longer Outstanding and shall have been fully paid and retired, but not exceeding forty (40) years and (c) the Board and the Bank will enter into a separate Appropriation Lease pursuant to which the Bank, as lessor, will lease the Facilities and the Security Property back to the Board, as lessee, on an annual basis subject to appropriation and renewal by the Board. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES."

SECURITY FOR THE CERTIFICATES

The Lease Payments secure the Certificates and are payable from any Lawful Funds (as defined herein) of the Board, subject to annual appropriation by the Board in each year as part of its budgeting and appropriation process. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES—Lease Payments Subject to Appropriation," herein.

THE CERTIFICATES AND THE INTEREST PAYABLE THEREON DO NOT CONSTITUTE A DEBT OR LIABILITY OR A PLEDGE OR LENDING OF THE FAITH AND CREDIT OF THE BOARD, THE BANK, THE TRUSTEE, THE STATE, ITS LEGISLATURE OR ANY POLITICAL SUBDIVISIONS OR AGENCIES THEREOF, OTHER THAN TO THE EXTENT HEREIN DESCRIBED. THE ISSUANCE OF THE CERTIFICATES DOES NOT DIRECTLY, INDIRECTLY, OR CONTINGENTLY OBLIGATE THE BOARD (EXCEPT AS STATED IN THE PRIOR SENTENCE), THE STATE, ITS LEGISLATURE OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR COLLECT ANY FORM OF TAXATION OR TO MAKE ANY APPROPRIATION FOR THE PAYMENT THEREOF. NOTHING HEREIN SHALL BE CONSTRUED TO PLEDGE REVENUES FROM, OR GIVE A SECURITY INTEREST IN, ANY REVENUES, PROPERTIES OR FACILITIES OF THE BOARD EXCEPT AS SPECIFICALLY SET FORTH IN THE TRUST INDENTURE. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES" herein.

DELIVERY OF THE CERTIFICATES

The Certificates are expected to be delivered on or about [Closing Date], 2026.

TAX STATUS OF THE CERTIFICATES

Subject to compliance by the Board with certain covenants, in the opinion of Chapman and Cutler LLP, Bond Counsel, under present law, interest on the Certificates is excludible from gross income of the owners thereof for federal income tax purposes and is not includible as an item of tax preference in computing the federal alternative minimum tax for individuals. Interest on the Certificates may affect the corporate alternative minimum tax for certain corporations. In the opinion of Bond Counsel, under the existing laws of the State of Utah, as presently enacted and construed, interest on the Certificates is exempt from taxes imposed by the Utah Individual Income Tax Act. See "TAX MATTERS".

DESCRIPTION OF THE CERTIFICATES

PRINCIPAL AMOUNT, DATE, INTEREST RATE AND MATURITY

The Certificates will be issued in the aggregate principal amount[1] as shown on the cover page of this Official Statement, will be dated the Date of Delivery, and will mature on _____ in the years shown on the inside cover hereof. The Certificates shall bear interest as set forth on the inside cover hereof payable on _____, 2026, and semiannually thereafter on _____ and _____ of each year (each an *"Interest Payment Date"*) until maturity or earlier redemption thereof. Interest on the Certificates will be computed on the basis of a 360-day year consisting of twelve 30-day months.

REDEMPTIONS

Optional Redemption. The Certificates maturing on and before _____, 20__, are not subject to optional redemption prior to their stated dates of maturity. The Certificates maturing on or after _____, 2036, are subject to optional redemption prior to their stated dates of maturity, in whole or in part (maturities to be selected by the Board and randomly within a maturity in such manner as the Trustee shall determine) at any time, on and after _____, 2035, at the price of par plus accrued interest, if any, to the date fixed for redemption.

Mandatory Redemption. [Unless previously called under the provisions for optional redemption, the Certificates maturing on _____ are Term Certificates and are subject to mandatory redemption and retirement prior to maturity, in part, by lot in such manner as the Trustee shall determine, at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon, if any, to the date fixed for redemption, as set forth in the following table:

_____ OF THE YEAR	MANDATORY REDEMPTION AMOUNT

Redemption of Certificates in Whole Upon Occurrence of Certain Events. The Certificates are also redeemable at the [option of the Board] in whole at any time at a redemption price equal to 100% of the principal amount of each Certificate redeemed plus accrued interest to but not including the redemption date upon the occurrence of any of the following events:

(a) The Facilities shall have been damaged or destroyed to such extent that, as expressed in a Consulting Architect's Certificate filed with the Board, the Bank and the Trustee, (i) the Facilities cannot be reasonably restored within a period of twelve (12) consecutive months to the condition thereof immediately preceding such damage or destruction, or (ii) the Board is thereby prevented from carrying on its normal operations with respect to the Facilities for a period of twelve (12) consecutive months.

(b) Title to, or the temporary use of, all or substantially all the Facilities shall have been taken under the exercise of the power of eminent domain by any governmental authority, or person, firm or corporation acting under governmental authority, including such a taking or takings as results, as evidenced in a Consulting Architect's Certificate filed with the Board, the Bank and the Trustee, in Board being thereby prevented from carrying on its normal operations at the Facilities for a period of twelve (12) consecutive months.

(c) A defect in title shall have occurred that results in a complete loss of the Board's title to the Facilities.

Redemption of Certificates in Part upon Occurrence of Certain Events. The Certificates are also redeemable [by the Board] in part at any time at a redemption price equal to 100% of the principal amount of each Certificate redeemed plus accrued interest to but not including the redemption date payable only with Net Proceeds of insurance or a condemnation award upon the occurrence of any of the following events:

(a) The Facilities are destroyed or damaged (in whole or in part) by fire or other casualty to such extent that the claim for loss under the insurance policies required to be carried pursuant to the Appropriation Lease resulting from such destruction or damage is $500,000 or more, *provided* that the Board furnishes to the Bank and the Trustee a Consulting Architect's Certificate stating (i) that the portion of the Facilities damaged or destroyed is not essential to Board's use or occupancy of the Facilities, or (ii) that the Facilities have been restored to a condition substantially equivalent to their value and condition prior to the damage or destruction.

(b) Title to, or the temporary use of, the Facilities or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority and the Net Proceeds from any award made in such eminent domain proceedings is $500,000 or more, *provided* that the Board furnishes to the Bank and the Trustee a Consulting Architect's Certificate stating (i) that the portion of the Facilities taken by such condemnation proceedings is not essential to Board's use or occupancy of the Facilities, or (ii) that the Facilities have been restored to a condition substantially equivalent to their value and condition prior to the taking by such condemnation proceedings, or (iii) that improvements have been acquired

which are suitable for the Board's operations at the Facilities and such other improvements will, together with the remaining improvements after eminent domain be of substantially the same value as the Facilities prior to the taking.

(c) A defect in title shall have occurred that results in a partial compensable loss of $500,000 or more under the leasehold owner's policy of title insurance (extended coverage) required by the Primary Lease and the Appropriation Lease.

CERTIFICATES REDEEMED IN PART

Any Certificate which is to be redeemed only in part shall be surrendered at a place stated for the surrender of Certificates called for redemption in the notice pursuant to the Trust Indenture (with due endorsement by, or a written instrument of transfer in form satisfactory to the Trustee duly executed by, the Owner thereof or his attorney duly authorized in writing and with guaranty of signatures satisfactory to the Trustee) and the Bank shall cause the Trustee to authenticate and deliver to the Owner of such Certificate without service charge a new certificate or certificates of the same series in any authorized denomination as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Certificate so surrendered.

NOTICE OF REDEMPTION

Notice of redemption may be conditional or unconditional and shall be given by the Trustee by mail (first class, postage prepaid), not less than thirty (30) or more than sixty (60) days prior to the redemption date, to the Owners, as of the Record Date, of each Certificate which is subject to redemption, at the address of such Owner as it appears in the registration books kept by the Trustee, or at such other address as is furnished to the Trustee in writing by such Owner on or prior to the Record Date. Each notice of redemption shall state the name and series of the Certificates, the Record Date, the redemption date, the place of redemption, the principal amount if less than all, the distinctive numbers of the Certificates or portions of Certificates to be redeemed, and also shall state that the interest on the Certificates in such notice designated for redemption shall cease to accrue from and after such redemption date and that, on said date, there will become due and payable on each of said Certificates the principal thereof, interest accrued thereon to the redemption date, and premium, if any. Any notice mailed shall be conclusively presumed to have been duly given, whether or not the Owner or other recipient receives such notice. Failure to mail such notice or any defect therein shall not affect the validity of the proceedings for redemption of the Certificates.

In addition to the foregoing notice, further notice shall be given by the Trustee as set out below, but no defect in said further notice or any failure to give all or any portion of such further notice shall affect in any manner the validity of a call for redemption if notice thereof is given as above described:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Certificates being redeemed; (ii) the date of issue of the Certificates as originally

issued; (iii) the rate of interest borne by each Certificate being redeemed; (iv) the maturity date of each Certificate being redeemed; and (v) the series and any other descriptive information needed to identify accurately the Certificates being redeemed.

(b) Each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date by telecopy, mail (first class, postage prepaid) or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Certificates designated by the Trustee by the Board and to any nationally recognized information services designated by the Board to the Trustee.

(c) Upon the payment of the redemption price of Certificates being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number or numbers identifying, by issue and maturity, the Certificates being redeemed with the proceeds of such check or other transfer.

If conditional notice of redemption has been given and sufficient funds to pay the redemption price, including accrued interest on the Certificates to be redeemed, shall not have been deposited with the Trustee, such notice of redemption shall be of no force and effect, and the Trustee shall not be required to redeem the Certificates on the redemption date.

FUNDS UNDER THE TRUST INDENTURE

The following funds are created under the Trust Indenture:

Debt Service Fund. The Debt Service Fund shall be held by the Trustee for the payment of principal and interest on the Certificates.

Construction Fund. The Construction Fund shall be funded with proceeds from the sale of Certificates, as necessary to pay Costs of Acquisition and Construction of the Improvements. Upon delivery to the Trustee of a written request of the Board, in the form provided under the Lease, provided no Event of Default has occurred and is continuing, moneys on deposit in or allocated to the Construction Fund shall be disbursed to pay Costs of Acquisition and Construction of the Improvements. Amounts on deposit in the Construction Fund may be invested by the Trustee, if applicable, pursuant to a written certificate of the Board in Permitted Investments that mature not later than such times as shall be necessary to provide moneys when needed to pay such Costs of Acquisition and Construction. The interest, as well as the gain, if any, on such investments shall be deposited into the Construction Fund.

The Trustee shall make disbursements to pay Costs of Acquisition and Construction from the Construction Fund account in the amounts, at the times, in the manner, and on the other terms and conditions set forth in the Trust Indenture and the Appropriation Lease. After the payment of the Costs of Acquisition and Construction of the Improvements, as certified by the Board, any moneys remaining in the Construction Fund shall be transferred (1) first, to the Rebate Fund in an amount required to comply with this Trust Indenture, and (2) second, to the extent of any remaining

balance, to the Debt Service Fund, and the Construction Fund shall thereafter be closed and terminated.

Costs of Issuance Fund. The Costs of Issuance Fund for the Certificates shall be held by the Trustee and shall be funded with so much of the Net Certificate Proceeds as shall be required to pay the Costs of Issuance of the Certificates, and from which the Costs of Issuance (except the underwriter's compensation) shall be paid by the Trustee pursuant to a written certificate and request of the Board. Moneys in the Costs of Issuance Fund shall be invested by the Trustee in Permitted Investments pursuant to a written certificate by the Board. The interest, as well as the gain, if any, on such investments shall be deposited into the Costs of Issuance Fund. Any balance remaining in the Costs of Issuance Fund after payment of the Costs of Issuance or ninety (90) days after the initial delivery of the Certificates, which ever shall first occur, shall be transferred to the Construction Fund, and the Costs of Issuance Fund shall thereupon be closed and terminated.

Rebate Fund. The Rebate Fund shall be held by the Trustee separate and apart from all other funds established under the Trust Indenture. At the time and in the manner required by the Tax Code, the Board, using such consultants as it deems necessary, shall calculate the amount, if any, required to be rebated as of such date to the United States Treasury with respect to the Certificates, and shall instruct the Trustee in writing to transfer such amounts from the Debt Service Fund to the Rebate Fund or shall otherwise pay such amounts to the Trustee for deposit into the Rebate Fund. All amounts in the Rebate Fund, including income earned from investment of the Rebate Fund, shall be held by the Trustee free and clear of the lien of the Trust Indenture, and the Trustee shall pay said amounts over to the United States from time to time as the Trustee shall be instructed in writing by the Board, in accordance with the Tax Certificate.

TAX COVENANT

In the Appropriation Lease, the Board covenants for the benefit of the Beneficial Owners (defined below) and the Bank that during the Lease Term it will not take any action or omit to take any action with respect to the Certificates, the proceeds thereof, any other funds of Board or any facilities financed or refinanced with the proceeds of the Certificates if such action or omission (i) would cause the interest on the Certificates to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, (ii) would cause interest on the Certificates to lose its exclusion from alternative minimum taxable income as defined in Section 55(b) of the Tax Code, or (iii) would cause interest on the Certificates to lose its exclusion from State taxable income under present State law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Certificates until the date on which all obligations of Board in fulfilling the above covenant under the Tax Code have been met. Board makes no covenant with respect to taxation of interest on the Certificates as a result of the inclusion of that interest in the "adjusted financial statement income" of "applicable corporations" (as defined in Sections 56A and 59(k), respectively, of the Code).

THE TRUSTEE

U.S. Bank Trust Company, National Association, a national banking association organized under the laws of the United States, will serve as Trustee for the Certificates under the Trust

Indenture. The Trustee is to carry out those duties assignable to it under the Trust Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Official Statement and does not assume any responsibility for the nature, completeness, contents or accuracy of the Official Statement.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application of the proceeds of the Certificates by the Board. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Certificates and makes no representation, and has reached no conclusions, regarding the value or condition of any assets pledged or assigned as security for the Certificates, the technical or financial feasibility of the Facilities, or the investment quality of the Certificates, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

The principal of and interest on the Certificates will be payable by the Trustee to DTC, which, in turn, is obligated to remit such principal and interest to its participants (*"DTC Participants"*) for subsequent disbursement to the persons in whose names such Certificates are registered (the *"Beneficial Owners"*), as further described in APPENDIX C attached hereto. Interest on the Certificates shall be credited to the Beneficial Owners by the DTC Participants.

Additional information about the Trustee and its services may be found at U.S. Bank's website at https://www.usbank.com/corporatetrust. The U.S. Bank website is not incorporated into this Official Statement by such reference and is not a part hereof.

BOOK-ENTRY SYSTEM

The Certificates will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co. as the Beneficial Owner and as nominee for DTC. DTC will act as securities depository for the Certificates. Individual purchases and sales of the Certificates may be made in book-entry form only in minimum denominations of $5,000 within a single maturity and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Certificates. See APPENDIX C attached hereto for additional information.

SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES

STRUCTURE OF LEASES

Concurrently with the issuance of the Certificates, (a) the Board and the Bank will enter into the Primary Lease, pursuant to which the Board, as lessor, will lease the Property together with the Improvements to be constructed thereon (the Property and the Improvements collectively referred to as the "Facilities" as previously defined) to the Bank, as lessee, for a term ending June 30, 2056, or such earlier date as the Certificates shall have been fully paid or payment provided therefor, or such longer period until the Certificates are no longer Outstanding and shall have been fully paid and retired, but not exceeding forty (40) years; (b) the Board and the Bank will enter into the Security Lease, pursuant to which the Board, as lessor, will lease the Security

Property to the Bank, as lessee, for a term ending June 30, 20__ or such earlier date as the Improvements have been constructed and are occupied by the District, or such longer period until the Certificates are no longer Outstanding and shall have been fully paid and retired, but not exceeding forty (40) years and (c) the Board and the Bank will enter into a separate Appropriation Lease pursuant to which the Bank, as lessor, will lease the Facilities and the Security Property back to the Board, as lessee, on an annual basis subject to appropriation and renewal by the Board.

During the Term of the Primary Lease (as defined therein), the parties have agreed that the mutual promises and covenants contained therein constitute good and valuable consideration for entering into the Primary Lease and no rent shall be payable from the Bank to the Board for the use and enjoyment of the Facilities. During the Term of the Security Lease (as defined therein), the parties have agreed that the mutual promises and covenants contained therein constitute good and valuable consideration for entering into the Security Lease and no rent shall be payable from the Bank to the Board for the use and enjoyment of the Security Property.

The Security Lease is being entered into by the Board and the Bank solely to provide additional security for the Certificates during the construction of the Improvements. Upon completion of the Improvements and the occupancy of the Facilities by the District, the Security Lease will automatically terminate and the Security Lease and the Security Property will no longer serve as security for the Certificates and will automatically be released as part of the Trust Estate under the Trust Indenture.

PLEDGE UNDER TRUST INDENTURE

Under the Trust Indenture, the Bank has assigned, transferred, pledged, and granted a security interest to the Trustee, and its successors in trust and assigns, for the benefit and security of the owners of the Certificates, all of its right, title and interest in (i) the Primary Lease; (ii) the Security Lease; (iii) the Appropriation Lease including Lease Payments, revenues and rents received or receivable by the Bank thereunder; (iv) all of the right, title and interest of the Bank in and to all funds (other than the Rebate Fund) established under the Trust Indenture and (v) all of the right, title and interest of the Bank in and to all furniture, furnishings and equipment acquired with proceeds of the Certificates located and installed in the Facilities or used in the operations of the Facilities, including, without limitation (a) chairs, tables, desks, book shelves, and other classroom and conference room furnishings, (b) audio-visual and information technology equipment, and (c) all such other furniture, furnishings and equipment used in the operations of the Facilities (collectively, the *"Trust Estate"*). The Primary Lease, the Security Lease and the Appropriation Lease, or summaries thereof, and a memorandum of assignment of the Primary Lease, the Security Lease and the Appropriation Lease by the Bank to the Trustee shall be recorded in the real property records of Box Elder County, Utah. A financing statement covering the Trust Estate assigned to the Trustee under the Trust Indenture shall be filed with the Utah Department of Commerce.

SOURCES OF PAYMENT

Lease Payments under the Appropriation Lease are payable, subject to appropriation annually by the Board, from the following lawful funds of the Board (the *"Lawful Funds"*):

(i) all operating and nonoperating revenues of the Board—See "REVENUE SOURCES OF THE BOARD" herein—excluding all revenues that the Board is obligated to spend in accordance with restrictions imposed by statute (i.e. certain tax levies for specific purposes) or by funding source (i.e. federal funding for certain programs); and

(ii) unrestricted General Fund reserves of the Board.

The Lease Payments are due semiannually on or before each _____ and _____, commencing _____, 2027, and continuing, subject to appropriation annually by the Board, through _____, 20__. [No Lease Payment will be made with respect to the Initial Term (defined below)]. For any Renewal Term (defined below), as applicable, the Board shall pay to the Trustee for deposit into the Debt Service Fund on or before each _____ and _____ Lease Payment Date, the semiannual Lease Payment amount, which amount shall be used to pay the principal of, if any, premium, if any, and interest on the Certificates in the amount due on the next _____ and _____ Interest Payment Date.

ESTIMATED HISTORICAL LAWFUL FUNDS OF THE BOARD

	FISCAL YEAR ENDING JUNE 30				
	2025	2024	2023	2022	2022

LEASE PAYMENTS SUBJECT TO APPROPRIATION

The obligation of the Board to make Lease Payments is subject to annual budgeting thereof by the Board and renewal of the Appropriation Lease at the option of the Board. The initial term of the Appropriation Lease extends through June 30, 2027 (the *"Initial Term"*) and is subject to annual renewal by the Board for a total of not more than _____ (__) consecutive renewal terms commencing on July 1, 2027, or on any subsequent July 1, and terminating on the following June 30 (each a *"Renewal Term"*). Each Renewal Term shall be for no more than one year in duration. The final Renewal Term shall commence July 1, 20__, and terminate June 30, 20__,

unless the Appropriation Lease shall be sooner terminated as set forth therein. No Lease Payment will be made with respect to the Initial Term.

On or before June 1 of each year, the Board shall give notice to the Bank and Trustee of its intent to renew the Appropriation Lease for the next subsequent Renewal Term (the *"Notice of Intent to Renew"*) or, alternatively, notify the Bank and Trustee that the Board has elected to not renew the Appropriation Lease. Such Notice of Intent to Renew shall include the Board's confirmation that the Board shall consider at a meeting an appropriation of funds sufficient to pay Lease Payments for the next subsequent Renewal Term. See "FINANCIAL FACTORS—Budgetary Process and Controls" herein. The Notice of Intent to Renew is conditional on the Board's budgeting of funds therefor and does not constitute a renewal of the Appropriation Lease nor obligate the Board to budget funds for the purpose of such renewal. In the event the Bank and Trustee shall not have received the Notice of Intent to Renew by June 1 of each year, the Bank or Trustee will promptly notify the Board in writing of such non-receipt, and the Board shall then have until June 15 to deliver to the Bank and Trustee its Notice of Intent to Renew.

Provided the Notice of Intent to Renew has been delivered timely, the Board may, at its option, renew the Appropriation Lease by budgeting funds therefor and by thereafter providing to the Bank and Trustee a notice of renewal accompanied by a certified copy of the resolution or other official action of the Board adopting its budget which includes the expenditure of funds for Lease Payments for said Renewal Term or otherwise evidencing the appropriation of the Lease Payment for the next Renewal Term (collectively, the *"Notice of Renewal"*). The Board typically adopts its budget on or before [June 20] of each year. The Notice of Renewal shall be due to the Bank and Trustee promptly following the adoption of the Board's budget containing the appropriation for the next Renewal Term and in no event later than June 30 preceding the next Renewal Term. The budgeting of funds as aforesaid shall constitute a valid and enforceable obligation of the Board for the payment of such funds for such Renewal Term and shall not be subject to abatement for any cause.

If the Board fails to deliver the Notice of Intent to Renew by June 15, after notification of nonreceipt by the Bank or the Trustee, or the Notice of Renewal by June 30, or if the Board shall at any time notify the Bank and the Trustee that the Board has elected to not renew the Appropriation Lease, an "Event of Nonrenewal" of the Appropriation Lease shall be deemed to have occurred and the Bank may exercise the remedies provided in the Appropriation Lease and the Trust Indenture upon such occurrence. Upon an Event of Nonrenewal, the Board has no further obligation or exposure to penalty or recourse except that it surrenders possession of the Facilities and, if applicable, the Security Property. See "Remedies on Default or Nonrenewal" below.

At any time during the Initial Term or any Renewal Term, the Board may purchase the Bank's right, title and interest in the Facilities pursuant to certain terms and conditions as set forth in the Appropriation Lease including, but not limited to, providing notice and tendering the purchase price (as described in Article XI of the Appropriation Lease). Upon retirement of the Certificates, the Board shall have the option to purchase all of the Bank's remaining right, title and interest in the Facilities, if any, for nominal consideration ($10). The Board's option to purchase the Bank's right, title and interest in the Facilities survives an Event of Nonrenewal.

EVENTS OF DEFAULT UNDER THE APPROPRIATION LEASE

The following are "events of default" under the Appropriation Lease and the term "event of default" shall mean any one or more of the following events:

1. Failure by the Board to pay the Lease Payments required to be paid under the Appropriation Lease when the same shall become due and payable.

2. Failure by the Board to pay under the Appropriation Lease when the same shall become due and payable: (i) all taxes and assessments, general or special, concerning the Facilities, or any part thereof, or the Security Property, or any part thereof, during the Lease Term and any other governmental charges and impositions whatsoever, and all utility and other charges and assessments, or (ii) the reasonable and necessary fees and expenses of Bank thereunder or of the Trustee under the Trust Indenture.

3. Failure by the Board to observe and perform any covenant, condition or agreement on its part to be observed or performed under the Appropriation Lease, other than as referred to in subsection 1 or 2 above, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the Board by the Bank, *provided, however,* that in the event that such failure cannot reasonably be remedied within such 30-day period, the Board has commenced such remedy during such 30-day period and diligently and continuously prosecutes the same to completion and the Board provides the Bank with a certification to such effect.

4. The failure by the Board promptly to commence proceedings to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Facilities or the Security Property or to make any payments under the Appropriation Lease, or the filing by the Board of a petition seeking a composition of indebtedness under any applicable law or statute of the United States of America or of the State.

5. The Board admits insolvency or bankruptcy or its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee or receiver for the Facilities or the Security Property or if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted by or against the Board (other than bankruptcy proceedings instituted by the Board against third parties), and if instituted against the Board are allowed against the Board or are consented to or are not dismissed, stayed or otherwise nullified within ninety (90) days after such institution.

6. An event of default caused by actions of the Board under the Trust Indenture shall have occurred and be continuing.

7. Failure by the Board to perform any of its obligations under the Primary Lease or the Security Lease.

REMEDIES ON DEFAULT OR NONRENEWAL

In addition to other remedies specified in the Trust Indenture—See APPENDIX G—the Trustee has the following remedies:

If an Event of Default shall have happened and shall not have been remedied or if an Event of Nonrenewal shall occur, the Trustee may, in addition to any other remedies provided in the Trust Indenture, terminate the Appropriation Lease, cause the Board to vacate, or be evicted from, the Facilities or the Security Property, as applicable, or any portion thereof, take possession of the Facilities or the Security Property, as applicable, or any portion thereof, and may lease or sell the leasehold interest in the Facilities or the Security Property, subject to the Primary Lease or the Security Lease, as applicable, for the benefit of the Beneficial Owners; [*provided* that the Trustee may not sell the Bank's leasehold interest in the Facilities or the Security Property without first obtaining a waiver by the Board of its reversionary interest under the Primary Lease or the Security Lease, as applicable]. Any such lease, sale and assignment shall be conditioned, however, on an agreement by the lessee or assignee to use the Facilities or the Security Property, as applicable, in a manner permitted under applicable zoning restrictions and in such a manner as does not unreasonably interfere with maintenance of the Board's fee interest in the Facilities or the Security Property, as applicable, and, in the event of lease or assignment, result in deterioration in the condition of the Facilities or the Security Property, as applicable, reasonable wear and tear excepted. Notwithstanding the foregoing, title to all personal property pledged as part of the Trust Estate is technically held in the Board's name for convenience purposes only and, upon an Event of Default or an Event of Nonrenewal, the disposition of such personal property shall, to the extent permitted by law, be governed by the Uniform Commercial Code as adopted in the State. The Trustee shall also have the discretion and authority to retain consultants or managers, including the Bank or the Board.

Additionally, if any Event of Default shall have happened and shall not be remedied or if an Event of Nonrenewal shall occur, the Trustee may take whatever action at law or in equity (subject to the constraints described above) as may appear necessary or desirable to collect the amounts then due and thereafter to become due for the remainder of the Initial Term or the Renewal Term then in effect, or to enforce performance or observance of any obligations, agreements, or covenants of the Bank and the Board under the Appropriation Lease, the Primary Lease, the Security Lease or the Trust Indenture; *provided however,* that the Board's liability shall not extend beyond amounts owed under the Appropriation Lease for the Lease Term and no covenant or agreement contained in the Appropriation Lease, the Primary Lease, the Security Lease, the Trust Indenture or the Certificates shall be deemed to be a covenant or agreement of the Board, or otherwise obligate the Board, to make a future appropriation of funds. Upon retirement of the Certificates, the Board shall have the option to purchase all of the Bank's remaining right, title and interest in the Facilities, if any, for nominal consideration ($10). The Board's option to purchase the Bank's right, title and interest in the Facilities survives an Event of Nonrenewal.

COVENANTS UNDER THE APPROPRIATION LEASE

The Board covenants in the Appropriation Lease as follows:

Maintenance of and Modifications. During the Lease Term from funds appropriated therefor, the Board agrees that it will at its own expense (i) keep the Facilities and the Security Property in as reasonably safe condition as its operations permit, (ii) to maintain a level of quality and operation of the Facilities and the Security Property that is at least comparable to the level of quality of character and operation of similar property, and (iii) keep the Facilities and the Security Property in good repair and in good operating condition, making from time to time all necessary repairs thereto (including external and structural repairs) and renewals and replacements thereof. The Board may also at its own expense make from time to time any additions, modifications or improvements to the Facilities or the Security Property it may deem desirable for its purposes that do not adversely affect the structural integrity of the Facilities or the Security Property or substantially reduce the value or impair the character of the Facilities or the Security Property; *provided* that all such additions, modifications and improvements to the Facilities or the Security Property shall comply with all applicable building code regulations and ordinances. All such additions, modifications and improvements made by the Board shall become a part of the Facilities or the Security Property, as applicable. During the Lease Term, the Board will not permit any mechanics' lien, security interest or other encumbrance to be established or to remain against the Facilities or the Security Property for labor or materials furnished; *provided,* that if the Board first notifies Bank of its intention to do so, the Board may in good faith contest any mechanics' or other liens filed or established against the Facilities of the Security Property.

Taxes, Other Governmental Charges and Utility Charges. During the Lease Term from funds appropriated therefor, the Board covenants to pay promptly (i) all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against, or with respect to, the Facilities, as and when acquired, or the Security Property or any interest therein or any machinery, equipment or other property installed or brought by any person therein or thereon; (ii) all utility, water, sewer, electrical, license fees and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Facilities and the Security Property; and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Facilities or the Security Property; *provided,* that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Board shall be obligated to pay only such installments as may have become due during the Lease Term.

Insurance. During the Lease Term from funds appropriated therefor, the Board agrees to insure the Facilities, as and when acquired, and the Security Property in such amounts and in such manner and against such loss, damage and liability, including liability to third parties, as are customary for property of similar function and scope to the Facilities and the Security Property, taking into account liability limits provided by State law, or as may be reasonably requested by Bank and, to the extent not paid by contractors during construction or acquisition of the Improvements, to pay the premiums with respect thereto. Property and casualty insurance must be obtained for the full replacement cost of the Facilities and the Security Property. Such coverage must apply exclusively to the Facilities or the Security Property, as applicable, and must be available to repair/rebuild such facilities under all circumstances after the occurrence of an insured peril. Full payment of insurance proceeds up to the required policy dollar limit in connection with damage to the Facilities or the Security Property, as applicable, shall, under no circumstances, be contingent on the degree of damage sustained at other facilities owned or leased by the Board. The

policy must explicitly waive any co-insurance penalty. All policies maintained pursuant to the Appropriation Lease (except for workers' compensation insurance) shall name the Board and the Bank as insureds, and the Trustee as an additional insured, as their respective interests may appear.

In the event the Board shall fail to maintain the full insurance coverage required by the Appropriation Lease or shall fail to keep the Facilities or the Security Property in good repair and good operating condition, the Bank may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or make the required repairs, renewals and replacements; and all amounts advanced therefor by the Bank during the Lease Term shall become an additional obligation of the Board to the Bank, which amounts the Board agrees to pay on demand, together with interest thereon, subject to appropriation by the Board.

[The Board is insured through the Utah Local Governments Trust (*"ULGT"*) and the Bank acknowledges and agrees in the Appropriation Lease that: (i) ULGT coverage is acceptable and in compliance with the requirements of the Appropriation Lease; and (ii) any insurance requirement or obligation in the Appropriation Lease which is contrary to insurance offered by ULGT or unavailable through ULGT is void and inapplicable as to the Board, including, without limitation, any disallowance by ULGT of provisions for additional insureds, indemnity and waiver of subrogation; *provided, however,* the Board shall use commercially reasonable efforts to negotiate terms with ULGT that deviate as little as possible from the insurance requirements set forth in the Appropriation Lease.

Additional Covenants. The Board and the Bank, as applicable, make additional covenants under the Appropriation Lease. See APPENDIX F—FORM OF ANNUAL APPROPRIATION LEASE AGREEMENT, Article 8.

ANNUAL APPROPRIATION LEASE PAYMENT CAPACITY OF THE BOARD

	FISCAL YEAR ENDING JUNE 30				
	2025	2024	2023	2022	2021
Income					
Net Available for Lease Payments					

PURPOSE AND USE OF PROCEEDS

PURPOSE OF THE CERTIFICATES

The Certificates are being issued to finance (i) the costs of preparing, constructing, furnishing, equipping and improving the Improvements and (ii) the Costs of Issuance of the Certificates. See the "THE IMPROVEMENTS" herein.

SOURCES AND USES OF FUNDS

The proceeds of the Certificates are estimated to be applied as follows:

SOURCES OF FUNDS	
Par Amount of the Certificates	$
Plus: [Net] Original Issue Premium	_____
TOTAL SOURCES OF FUNDS	$_____
USES OF FUNDS[1]	
Deposit to Construction Fund	$
Costs of Issuance[1]	
Underwriter's Discount	_____
TOTAL USES OF FUNDS	$_____

1 Includes rating agency fees, municipal advisory fees, legal fees, printing costs, title costs, miscellaneous amounts and other costs of issuing the Certificates. Any balance remaining in the Costs of Issuance Fund after payment of the Costs of Issuance, or ninety (90) days after the initial delivery of the Certificates, whichever shall first occur, shall be transferred to the Construction Fund, and the Costs of Issuance Fund shall thereupon be closed and terminated.

THE IMPROVEMENTS

GENERAL

The Improvements consist of (i) an addition Discovery Elementary in Brigham City, Utah; (ii) a new elementary school to be located in Tremonton, Utah; and (iii) related facilities on the Property for use by the Board, as are more fully described below.

Discovery Elementary is in Brigham City, Utah, and serves grades K-5. It was constructed in 1994 with 25 classrooms and a single gym. The school has a capacity for 400 students and is currently at 107% capacity. The school will be expanded to include 12 new classrooms, additional teacher workspaces, an additional gym, secure entrances and additional outdoor recreational spaces will be added. HVAC controls, air conditioning enhancements, and fire suppression will also be addressed as part of the project. The total building addition is approximately 30,000 square feet. It is anticipated that the building additions will increase the student capacity by 200 students.

The estimated cost to build the addition will be approximately $15.6 million plus the cost of fixtures, furnishings and equipment.

West Tremonton Elementary is a new school location in Tremonton, Utah, and will serve grades K-5. The school site is an 11-acre parcel that was acquired by the District in 2016. The school will feature 34 classrooms, teacher workspaces, a dedicated student meal space, a dedicated gym and outdoor recreation space. The total school size will be approximately 87,000 square feet. The school will have a student capacity of approximately 700 students. The estimated cost of construction will be $38 million plus the cost of fixtures, furnishings and equipment.

ENVIRONMENTAL

{To Come.}

CONSTRUCTION OF THE IMPROVEMENTS

The Improvements will be constructed by the Board pursuant to the terms of the Appropriation Lease and the Construction Agency Agreement, dated as of [Closing Month] 1, 2026. Construction of the Improvements [commenced in][is expect to commence in] _____ and is expected to be complete prior to the state of the 202_-202_ school year. The total anticipated all-in cost for the Improvements, including all construction and design costs, financing costs and other miscellaneous costs, is $_____. The Board has appropriated, committed, and set aside sufficient funds to cover the remaining costs after application of the Certificates proceeds. See "Plan of Finance" below.

ARCHITECT

The Board has entered into a contract (AIA Document B133 – 2019) with _____ of _____, Utah (the *"Architect"*) as architect for completion of the design of the Improvements. The Board will assign its rights under its agreement with the Architect to the Trustee as additional security for the payment of the Certificates. Design of the Improvements is [complete][expected to be completed by _____].

CONSTRUCTION OF THE IMPROVEMENTS

[The Board has entered into the [Construction Contract] to, among other things, manage design, development and construction of the Improvements. See "_____" above. [In such capacity, the Developer will contract directly with the architect and contractor to achieve design and construction of the Improvements. Construction of the Improvements is subject to a guaranteed maximum price of $____ [per gross square foot (for building costs only)]. Pursuant to the [Construction Contract], the Developer will secure from the contractor performance and payment bonds for the full guaranteed maximum price of the Improvements. In the event of default by the contractor or any subcontractor or supplier under any contract with the Developer in connection with the Improvements or in the event of breach of warranty with respect to any material, workmanship or performance guarantee, the Developer is responsible for proceeding

against such contractor, subcontractor or supplier in default and against any surety for the performance of such contract or failure to make required payments.

Pursuant to the [Construction Contract], the Developer is responsible for procuring, among other coverages, builder's risk insurance insuring against loss of, or damage to any improvements constructed on the Property, including the Improvements. Such insurance shall be in a face amount equal to the full replacement value of the insured property, exclusive of the cost of excavations, footings below ground level, and foundations. Such insurance shall cover: (i) loss or damage by fire; (ii) loss or damage arising from the perils normally covered by a special form property policy; (iii) loss or damage arising from vandalism, malicious mischief, and theft; and (iv) loss or damage resulting from earthquake or flood if such coverage is deemed appropriate by the Board. Such insurance shall be written with an insurer licensed to do business in the State of Utah and shall name the Board as an additional insured.]

PAYMENT PROCEDURE.

{To Come.}

DEBT SERVICE REQUIREMENTS

The following table shows the annual debt service on the Certificates to be paid by the Board, subject to appropriation and renewal:

PERIOD ENDING	PRINCIPAL*	INTEREST	DEBT SERVICE	ANNUAL DEBT SERVICE

* Preliminary; subject to change.

THE BOARD AND THE DISTRICT {To be updated by the District.}

GENERAL INFORMATION

The District was established in 1907 and shares common boundaries with the County,. The County is bordered by Idaho on the north, the Great Salt Lake and desert on the south, Nevada on the west, and the Wasatch Mountains on the east. It derived its name from the great abundance of box elder trees in the area. Incorporated in 1869, 27 years before Utah became a state, the County is the State's fourth largest county in land area in the State. Its borders encompass 5,627 square

miles of land, including a wide variety of terrain ranging from lakebed flatlands through low rolling hills to rugged mountains. The County had an estimated 65,320 residents in 2025 according to the Bureau of the Census, raking the County as the 9th most populated county in the State (out of 29 counties).

The City, incorporated in 1867, covers an area of approximately 12.5 square miles and is the county seat of the County. The City is located approximately 60 miles north of Salt Lake City, Utah and 30 miles south of the Utah–Idaho border. The City had approximately 20,319 residents in 2024 according to the Bureau of the Census. The City is the headquarters for the District and is also the county seat of the County.

The District is ranked as the tenth largest school district among the State's 41 school districts. It presently operates 23 schools consisting of 14 elementary schools, 5 junior high schools, 3 traditional high schools, __ tech high school, __ alternative high school and __ special needs school.

The enrollment (actual and projected) of the District as of October 1 for the years specified below is as follows:

YEAR	ELEMENTARY	SECONDARY	SELF CONTAINED	TOTAL	% INCREASE/ DECREASE OVER PRIOR YEAR
2025-26*					%
2024-25				12,244	(0.20)
2023-24				12,268	(10.57)
2022-23				12,338	0.33
2021-22				12,297	3.93
2020-21				11,832	(0.69)
2019-20				11,914	1.22
2018-19				11,770	0.85
2017-18				11,671	0.86
2016-17				11,572	2.04

* Preliminary; subject to change.

The Board maintains an internet site that may be accessed at http://www.besd.net. *The information available at this internet site is provided by the Board in the course of its normal operations and has not necessarily been reviewed for accuracy or completeness. Such information has not been provided in connection with the offering of the Bonds and is not a part of this Official Statement*.

A copy of the District's Basic Financial Statements for the fiscal year ended June 30, 2025, is attached hereto as APPENDIX B. The District's audited financial statements for the fiscal year ended June 30, 2025 and certain financial and operating information (the *"District Information"*) are on file with, and may be obtained from the MSRB through EMMA. The District Information

is incorporated in this Official Statement by reference. A copy of the District Information may also be obtained from the Board through its Business Administrator as indicated under "INTRODUCTION — Contact Persons."

The County's predominant business and industry is manufacturing, providing 30% of total employment and an estimated 7,788 jobs.

FORM OF GOVERNMENT

Board of Education. The determination of policies for the management of the District is the responsibility of the Board, the members of which are elected by the qualified electors within the District. The District is divided into seven representative precincts, and a member of the Board is elected from each of the seven precincts. Board members serve four-year terms, which are staggered to provide continuity.

The Board is empowered, among other things, to: (i) implement core curriculum, (ii) administer tests which measure the progress of each student, and create plans to improve the student's progress, (iii) implement training programs for school administrators, (iv) purchase, sell and improve school sites, buildings and equipment; (v) construct and furnish school buildings; (vi) establish, locate and maintain elementary, secondary and applied technology schools; (vii) maintain school libraries; (viii) make and enforce all necessary rules and regulations for the control and management of the public schools in the District; (ix) adopt bylaws and rules for its own procedure; and (x) appoint a superintendent of schools, business administrator, and such officers or employees as are deemed necessary for the promotion of the interests of the schools.

Superintendent. The Superintendent of Schools (the *"Superintendent"*) is appointed by the Board and is responsible for the actual administration of the schools in the District. The powers and duties of the Superintendent are prescribed by the Board. Pursuant to State law, the Superintendent is required to prepare and submit to the Board an annual budget itemizing anticipated revenues and expenditures for the next school year. The Superintendent is appointed by the Board for a two-year term and until a successor is appointed.

Business Administrator. The Business Administrator (the *"Business Administrator"*) is appointed by the Board and reports to the Superintendent. The duties of the Business Administrator are, among other things, to (i) attend all meetings of the Board and to keep an official record of the proceedings, (ii) countersign all warrants and claims against the District treasury, (iii) maintain an account and prepare and publish an annual statement of moneys received by the District and amounts paid out of the treasury, and (iv) retain custody of the records and papers of the Board. The Business Administrator is the custodian of all moneys belonging to the District and is required to prepare and submit to the Board a monthly report of the receipts and disbursements of the Business Administrator's office. The Business Administrator is appointed by the Board for a two-year term and until a successor is appointed.

Current members of the Board, the Superintendent and the Business Administrator and their respective terms in office are as follows:

		Years in Service	Expiration of Term
President	Tiffani Summers		January 202_
Vice President	Danielle Wright		January 202_
Board Member	Stephanie DeFilippis		January 202_
Board Member	Wade Hyde		January 202_
Board Member	Julie Taylor		January 202_
Board Member	Byran Smith		January 202_
Board Member	Karen Cronin		January 202_
Superintendent	Steve Carlsen		Appointed
Business Administrator	Neil Stevens		Appointed
Assistant Business Administrator	Seth Pilkington		Appointed

EMPLOYEES

The District currently employs approximately _____ full-time (approximately _____ certificated) employees and approximately _____ part-time employees for a total employment of approximately _____ employees. The District is a member of the Utah State Retirement System. See "APPENDIX B — BOX ELDER SCHOOL DISTRICT BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2025 — Notes to Basic Financial Statements — Note 6. State Retirement Plans."

POST-EMPLOYMENT BENEFITS

The Government Accounting Standards Board (*"GASB"*) issued Statement No. 45 *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions* (*"GASB 45"*) and Statement No. 47 (*"GASB 47"*) *Accounting for Termination Benefits*, in June 2004 and in June 2005, respectively. The District's retirement benefits are covered under GASB 47 and the District has no so called "other post-employment benefits."

The District determines its post-employment benefits liability on an annual basis. As of June 30, 2025, the early retirement liability was $_____, as reported in the District's 2025 annual financial statements.

RETIREMENT LIABILITY

The District participates with the Utah Retirement System (*"URS"*). URS is funded and administered by the State. Each year, as approved by the State Legislature, URS sets rates, enacts rules, and implements policies related with the pensions and benefits the District retirees receive. Working with the District's independent auditors and state specialists, the District's pension and retirement asset for the Fiscal Year ending June 30, 2025 was $_____.

POPULATION

Based on U.S. Census Bureau 2025 population estimates, approximately 65,320 persons currently reside in the District. Therefore, it is estimated that all of the total population of the County is located within the District.

YEAR	THE COUNTY	% INCREASE FROM PRIOR PERIOD	THE STATE	% INCREASE FROM PRIOR PERIOD
2025 estimate	65,320	1.9%	3,538,904	0.1%
2024 estimate	64,120	2.1	3,504,613	2.5
2023 estimate	62,817	2.1	3,417,734	1.1
2022 estimate	61,548	3.1	3,381,236	1.1
2021 estimate	59,686	3.5	3,343,518	2.2
2020 Census	57,666	15.4	3,271,616	18.4
2010 Census	49,975	16.9	2,763,885	23.8
2000 Census	42,745	17.1	2,233,169	29.6
1990 Census	36,485	-	1,722,850	-

Source: U.S. Census Bureau and the Utah Population Committee.

PROPERTY VALUE OF PRE-AUTHORIZED CONSTRUCTION IN THE COUNTY

	NEW			ADDITIONS, ALTERATIONS AND REPAIRS		TOTAL CONSTRUCTION	
Year	Number Dwelling Units	Residential Value ($000)	Non-residential Value ($000)	Residential Value ($000)	Non-residential Value ($000)	Value ($000)	% Change from Prior Period
2025	19	$2,785,354	1,396,079				
2024	28	10,467,087	308,580				
2023	62	3,267,056	1,328,572				
2022	28	707,741	10,021				
2021	26	4,677,750	2,195,696				

(Source: University of Utah Kem C. Gardner Policy Institute-Ivory-Boyer Construction Report.)

BUSINESS AND INDUSTRY

Some of the largest employers in the County are as follows:

EMPLOYER	BUSINESS	EMPLOYEES
Northrop Gruman Corp	Manufacturing	1,000-1,999
Box Elder School District	Elementary and Secondary Schools	1,000-1,999
Autoliv	Transportation Equipment Manufacturing	1,000-1,999
Wal-Mart Associates	General Warehousing and Storage	1,000-1,999
Associated Brigham Contractors Inc.	Construction	500-999
West Liberty Foods	Food Manufacturing	500-999
Whitaker Construction Company	Construction	500-999
The Proctor & Gamble Paper Products	Paper Manufacturing	500-999
Nucor Steel	Primary Metal Manufacturing	250-499
Vulcraft (Nucor Corporation)	Fabricated Metal Product Manufacturing	250-499
Maddox Ranch House	Food Services and Drinking Places	250-499
Brigham City Corporation	Local Government	250-499
Box Elder County	Local Government	250-499
Malt-O-Meal Company	Food Manufacturing	100-249
Brigham City Community Hospital	Health Care	100-249
Intermountain Health Care	Health Care	100-249
State of Utah	State Government	100-249
Kentco	Food and Beverage Retailers	100-249
Swift Transportation Co. of Arizona	Truck Transportation	100-249
Storm Products	Sporting and Athletic Goods Manufacturing	100-249
Smith's Food &Drug Centers	Food and Beverage Retailers	100-249
McDonald's	Food Services and Drinking Places	100-249
Steves & Sons, Inc.	Wood Product Manufacturing	100-249
Tremonton City	Local Government	100-249
Great Basin Industrial	Fabricated Metal Product Manufacturing	100-249
Maverik	Gasoline Stations and Fuel Dealers	100-249
Staker & Parson Companies	Manufacturing	100-249
Golden Empire Manufacturing	Metal Wholesalers	100-249

(Source: Utah Department of Workforce Services, as of October 2025.)

TAXABLE SALES IN THE COUNTY

	2024	2023	2022	2021	2020
Gross Taxable Sales	$1,381,312,087	$1,330,274,167	$1,282,045,786	$1,144,320,372	$970,868,235

(Source: Utah Department of Workforce Services, as of October 2025.)

LABOR MARKET DATA OF THE COUNTY

	2024	2023	2022	2021	2020
Civilian Labor Force					
Employed	28,093	27,920	27,035	26,241	25,272
Unemployed	901	748	655	687	1,152
Nonfarm employment:					
Mining	46	35	31	38	36
Construction	2,517	2,145	2,264	2,108	1,923
Manufacturing	7,269	7,849	7,283	6,983	6,131
Trade/Transportation/Utilities	4,583	4,554	4,484	4,510	4,388
Information	74	83	87	64	72
Financial Activities	376	402	398	401	421
Professional/Business Services	1,015	1,034	1,130	1,044	1,144
Education/Health/Social Services	2,115	1,984	1,922	1,876	1,857
Leisure/Hospitality Services	1,936	2,066	1,936	1,866	1,766
Other services	406	405	415	445	371
Government	3,350	3,153	3,089	3,042	2,872
Per Capital Income	NA	$50,990	$49,743	$50,842	$49,244
Median Household Income Estimates	NA	$83,493	$82,707	$77,907	$87,034
Average Monthly Nonfarm Wage	$4,927	$4,869	$4,620	$4,205	$3,558

* Through October 2025.
(Source: Utah Department of Workforce Services.)

RATE OF UNEMPLOYMENT — ANNUAL AVERAGE

YEAR	THE COUNTY	THE STATE	UNITED STATES
2025	3.5%	3.6%	4.3%
2024	3.1	3.5	3.9
2023	2.6	2.8	3.5
2022	2.4	2.3	3.6
2021	2.6	2.3	3.9
2020	4.4	5.1	11.1

* Through October 2025.
(Source: Utah Department of Workforce Services; U.S. Department of Labor and Utah Economic Date Viewer.)

For purposes of the information set forth under this heading in the tables entitled "OUTSTANDING GENERAL OBLIGATION BONDED INDEBTEDNESS," "DEBT SERVICE SCHEDULE OF OUTSTANDING GENERAL OBLIGATION BONDS," "OVERLAPPING AND PRINCIPAL UNDERLYING GENERAL OBLIGATION DEBT," "DEBT RATIOS," and "GENERAL OBLIGATION LEGAL DEBT LIMIT AND ADDITIONAL DEBT INCURRING CAPACITY," the Bonds are considered issued and outstanding.

OUTSTANDING GENERAL OBLIGATION BONDED INDEBTEDNESS

SERIES	PURPOSE	ORIGINAL AMOUNT	FINAL MATURITY DATE	CURRENT BALANCE OUTSTANDING
2015	Refunding	$28,950,000	July 15, 2029	$10,775,000
Total Outstanding Direct Debt				$10,775,000

OVERLAPPING AND PRINCIPAL UNDERLYING GENERAL OBLIGATION DEBT *

TAXING ENTITY(1)	2025 TAXABLE VALUE(2)	DISTRICT'S PORTION OF TAXABLE VALUE	DISTRICT'S PERCENTAGE	ENTITY'S GENERAL OBLIGATION DEBT	DISTRICT'S PORTION OF G.O. DEBT
Overlapping:					
No current Overlapping					$ 0
Principal Underlying:					
Weber Basin Water Conservancy District(3)	$132,089,460,104	$9,686,672,948	7.33%	$72,580,000	$5,322,595
Total Principal Underlying					$5,322,595
Total Overlapping and Underlying General Obligation Debt					5,322,595
Total Direct General Obligation Bonded Indebtedness					10,775,000
Total Direct and Overlapping General Obligation Debt					$16,097,595

(1) The State's general obligation debt is not included in overlapping debt because the State currently levies no property tax for payment of its general obligation bonds.

(2) Taxable value used in this table *excludes* the taxable value used to determine uniform fees on tangible personal property. See "FINANCIAL INFORMATION REGARDING BOX ELDER SCHOOL DISTRICT — Property Tax Matters — *Uniform Fees*" and "FINANCIAL INFORMATION REGARDING BOX ELDER SCHOOL DISTRICT — Taxable and Fair Market Value of Property."

(3) The Weber Basin Water Conservancy District (*"WBWCD"*) covers all of the County, Morgan County, Davis County, most of Summit County and a small portion of Box Elder County. WBWCD's outstanding general obligation bonds are limited ad valorem tax bonds. By law, WBWCD may levy a tax rate of up to .000200 to pay, first, for any outstanding general obligation indebtedness, then for operation and maintenance expenses, then for any other lawful purpose.

(Source: Property Tax Division, Utah State Tax Commission (as to taxable value).)

DEBT RATIOS*

The following table sets forth the ratios of general obligation debt of the Board and the taxing entities listed in the table above entitled "OVERLAPPING AND PRINCIPAL UNDERLYING GENERAL OBLIGATION DEBT" that is expected to be paid from taxes levied specifically for such debt (and not from other revenues) on the taxable value of property within the District, the estimated fair market value of such property and the population of the District. The State's general obligation debt is not included in the debt ratios because the State currently levies no property tax for payment of general obligation debt.

	TO 2025 TAXABLE VALUE(1)	TO 2025 FAIR MARKET VALUE(2)	TO 2025 ESTIMATE PER CAPITA(3)
Direct General Obligation Debt	0.11%	0.08%	$165
Direct and Overlapping General Obligation Debt	0.17%	0.12%	$247

* Preliminary; subject to change.

(1) Based on the 2025 taxable value of $9,686,672,948, which value *excludes* the taxable value used to determine uniform fees on tangible personal property.

(2) Based on the 2025 fair market value of $13,637,151,480, which value *excludes* the taxable value used to determine uniform fees on tangible personal property.

(3) Based on the 2025 population estimate of 65,320 persons.

See "FINANCIAL INFORMATION — Property Tax Matters — *Uniform Fees*" and "FINANCIAL INFORMATION — Taxable and Fair Market Value of Property."

GENERAL OBLIGATION LEGAL DEBT LIMIT AND ADDITIONAL DEBT INCURRING CAPACITY*

The general obligation indebtedness of the Board is limited by State law to 4% of the fair market value of taxable property in the District. The legal debt limit and additional debt incurring capacity of the Board are based on the fair market value for 2025, and are calculated as follows:

2025 Fair Market Value(1)	$13,637,151,480
"Fair Market Value" x 4% (Debt Limit)	553,119,377
Less: General Obligation Debt	(11,870,748)
Additional Debt Incurring Capacity	$541,248,629

* Preliminary; subject to change.

(1) For debt incurring capacity only, in computing the fair market value of taxable property in the District, the fair market value of all tax equivalent property (which value *includes* the taxable value used to determine uniform fees on tangible personal property) has been included as a part of the fair market value of the taxable property in the District.

NO DEFAULTED OBLIGATIONS

The District has never failed to pay principal and interest when due on any of its bonds, notes or other financial obligations.

FUTURE DEBT PLANS

{To be added.}

FINANCIAL INFORMATION

FUND STRUCTURE; ACCOUNTING BASIS

The accounting policies of the District conform to all generally accepted accounting principles for governmental units in general and the State's school districts in particular.

The accounts of the District are organized on the basis of funds or groups of accounts, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balances, revenues and expenditures. District resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The various funds are grouped by type in the combined financial statements. See "APPENDIX B — BOX ELDER SCHOOL DISTRICT BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2025 — Notes to Basic Financial Statements — Note 1. Summary of Significant Accounting Policies."

BUDGETS AND BUDGETARY ACCOUNTING

The District operates within the budget requirements for school districts as specified by State law and as interpreted by the State Superintendent of Public Instruction. The Superintendent of each school district is the budget officer of each respective district.

For the fiscal year beginning July 1, the Business Administrator prepares a proposed budget for all funds which is presented to the Board by the Superintendent prior to June 1. State law requires budgets for all governmental fund types and the Board has adopted budgets for those funds.

After a public hearing has been held, the Board, by resolution, legally adopts the final budget prior to June 22. If the tax rate in the proposed budget exceeds the "certified tax rate," the Board shall comply, if required by State law, with the notice and hearing requirements contained in the Property Tax Act, Chapter 2, Title 59, Utah Code (the *"Property Tax Act"*) in adopting the budget. See "FINANCIAL INFORMATION REGARDING BOX ELDER SCHOOL DISTRICT — Tax Levy and Collection" and " — Public Hearing on Certain Tax Increases."

Once adopted, the budget can be amended by subsequent Board action. Reductions in appropriations can be approved by the Board upon recommendation of the Superintendent; *however*, increased appropriations require a public hearing prior to amending the budget.

Adjustments in estimated revenue and revisions of appropriations due to operational changes in categorical program funding are integrated into the amended budget approved by the Board.

A final amended budget is legally approved by the Board prior to the end of the fiscal year.

The total budgeted expenditures of a given fund may not exceed the revenues expected to be received for the fiscal year plus the fund balance. Control of the budget is exercised at the program level.

The General Fund (maintenance and operation fund) and Capital Projects Fund (the capital outlay fund) budgets are prepared using the accrual basis of accounting, adjusted for encumbrances. Unencumbered appropriations lapse at year end.

Undistributed Reserve in School Board Budget. A local school board may adopt a budget with an undistributed reserve. The reserve may not exceed 5% of the maintenance and operation budget adopted by each local board in accordance with a scale developed by the State Board of Education. The scale is based on the size of the school district's budget.

Each local board may appropriate all or a part of the undistributed reserve made to any expenditure classification in the maintenance and operation budget by written resolution adopted by majority vote of such board setting forth the reasons for the appropriation.

The board may not use undistributed reserves in the negotiation or settlement of contract salaries for school district employees.

Limits on Appropriation — Estimated Expendable Revenue. A local school board may not make any appropriation in excess of its estimated expendable revenue, including undistributed reserves, for the following fiscal year.

In determining the estimated expendable revenue, any existing deficits arising through excessive expenditures from former years are deducted from the estimated revenue for the ensuing year to the extent of at least 10% of the entire tax revenue of the school district for the previous year.

In the event of financial hardships, a local board may deduct from the estimated expendable revenue for the ensuing year, by fund, at least 25% of the deficit amount.

All estimated balances available for appropriations at the end of the fiscal year shall revert to the funds from which they were appropriated and shall be fund balances available for appropriation in the budget of the following year.

A local school board may reduce a budget appropriation at its regular meeting if notice of the proposed action is given to all board members and the superintendent at least one week prior to the meeting.

An increase in an appropriation may not be made by a local school board unless the following steps are taken: (i) the local school board receives a written request from the superintendent that sets forth the reasons for the proposed increase; (ii) notice of the request is published in a newspaper of general circulation within the school district at least one week prior

to a local school board meeting at which the request will be considered; and (iii) the local school board holds a public hearing on the request prior to the board's acting on the request.

School District Interfund Transfers. The State Board of Education may authorize school district interfund transfers for financially distressed districts if the State Board of Education determines the following: (i) the school district has a significant deficit in its maintenance and operations fund which has resulted from circumstances not subject to the administrative decisions of the school district and which cannot be reasonably reduced under Section 53G-7-304 of the Utah Code; and (ii) without the transfer, the school district will not be capable of meeting statewide educational standards adopted by the State Board of Education.

Adoption of Ad Valorem Tax Levy. The governing body of each taxing entity shall, before June 22 of each year, adopt a proposed or, if the tax rate is not more than the certified tax rate, a final tax rate for the taxing entity. The governing body shall report the rate and levy, and any other information prescribed by rules of the county commission for the preparation, review, and certification of the rate, to the county auditor of the county in which the taxing entity is located.

RISK MANAGEMENT

The Board is insured by a combination of insurance and self-insurance. The Board is self-insured for worker's compensation claims and is insured by the State Administrative Services Risk Management Fund for property, casualty, and liability claims, which fund is administered by the Utah State Risk Manager.

The State is self-insured against certain property and liability claims. The State Legislature established the Administrative Services Risk Management Fund to pay for commercial insurance or for the self-insured portion of certain property and liability risks. Revenues are generated from premiums charged to State departments and institutions of higher education and also from local school districts.

The property self-insurance limits for the State are currently $1 million per claim with an annual aggregate of $3.5 million and had and has limits of $500 million at any single building, with overall limits in excess of $22 billion. Generally, claims in excess of the self-insured limits are covered by insurance policies with private insurance companies. The State has aggregate coverage of $500 million for earthquake and $500 million for flood. Earthquake and flood losses above this limit are self-insured by the District. The State is self-insured for all of its liability claims.

As of June 30, 2025, the Administrative Services Risk Management Fund was estimated to have approximately $61.7 million in reserve available to pay for claims incurred. In the opinion of the State's Risk Manager, the available balance will be adequate to cover claims through the current fiscal year. The State Legislature has chosen to fund the Administrative Services Risk Management Fund at this level, and it has been advised that any extremely large claims would need to be covered by an appropriation.

See "APPENDIX B — BOX ELDER SCHOOL DISTRICT BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2025 — Notes to Basic Financial Statements — Note 8. Risk Management."

INVESTMENT OF FUNDS

The State Money Management Act. The State Money Management Act, Title 51, Chapter 7 of the Utah Code (the *"Money Management Act"*), governs and establishes criteria for the investment of all public funds held by public treasurers in the State. The Money Management Act provides a limited list of approved investments, including qualified in-state and permitted out-of-state financial institutions, obligations of the State and political subdivisions of the State, U. S. Treasury and approved federal government agency and instrumentality securities, certain investment agreements and repurchase agreements and investments in corporate securities meeting certain ratings requirements. The Money Management Act establishes the State Money Management Council (the *"Money Management Council"*) to exercise oversight of public deposits and investments. The Money Management Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The Board is currently complying with all of the provisions of the Money Management Act for all Board operating funds.

The Utah Public Treasurers' Investment Fund. A significant portion of Board funds may be invested in the Utah Public Treasurers' Investment Fund (*"PTIF"*). The PTIF is a local government investment fund, established in 1981, and managed by the State Treasurer. All investments in the PTIF must comply with the Money Management Act and rules of the Money Management Council. The PTIF invests primarily in money market securities. Securities in the PTIF include certificates of deposit, commercial paper, short-term corporate notes, obligations of the U.S. Treasury and securities of certain agencies of the federal government. By policy, the maximum weighted average adjusted life of the portfolio is not to exceed 90 days and the maximum final maturity of any security purchased by the PTIF is limited to five years. Safekeeping and audit controls for all investments owned by the PTIF must comply with the Money Management Act.

All securities purchased are delivered versus payment to the custody of the State Treasurer or the State Treasurer's safekeeping bank, assuring a perfected interest in the securities. Securities owned by the PTIF are completely segregated from securities owned by the State. The State has no claim on assets owned by the PTIF except for any investment of State moneys in the PTIF. Deposits are not insured or otherwise guaranteed by the State.

Investment activity of the State Treasurer in the management of the PTIF is reviewed monthly by the Money Management Council and is audited by the State Auditor.

See "APPENDIX B — BOX ELDER SCHOOL DISTRICT BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2025 — Notes to Basic Financial Statements — Note 2. Deposits and Investments."

FIVE-YEAR FINANCIAL SUMMARIES

The summaries contained herein were extracted from the District's financial statements for the fiscal years ended June 30, 2021 through June 30, 2025. The summaries have not been audited. See "APPENDIX B — BOX ELDER SCHOOL DISTRICT BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2025."

BOX ELDER SCHOOL DISTRICT
STATEMENT OF NET POSITION — GOVERNMENTAL ACTIVITIES
FISCAL YEARS ENDED JUNE 30, 2021 THROUGH 2025
(This summary has not been audited)

	FISCAL YEAR ENDED JUNE 30				
	2025	2024	2023	2022	2021
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES:					
ASSETS:					
Capital Assets					
Other capital assets, net of depreciation	$153,441,335	$148,845,364	$123,573,342	$127,994,885	$132,154,524
Land, construction in progress, and water stock	14,741,399	22,875,731	50,842,972	41,117,761	23,229,191
Receivables					
Taxes	63,631,347	49,981,588	48,536,925	45,969,790	43,152,666
Intergovernmental	1,399,776	5,003,231	4,912,823	3,446,700	3,329,632
Cash and cash equivalents	84,800,878	69,561,553	56,857,172	60,717,464	70,904,137
Net pension asset				12,063,218	273,867
Inventories	131,669	211,382	301,236	151,851	237,446
Other assets	10,000	10,000	10,000	10,000	10,000
Total assets	318,156,404	296,488,849	285,034,470	291,471,669	273,291,463
DEFERRED OUTFLOWS OF RESOURCES:					
Pension	25,490,187	23,293,413	21,659,002	18,199,504	12,127,459
Refunded bonds	1,200,167	1,440,200	1,680,234	1,920,268	2,160,301
Total deferred outflows of resources	26,690,354	24,733,613	23,339,236	20,119,772	14,287,760
Total assets and deferred outflows of resources	$344,846,758	$321,222,462	$408,373,706	$311,591,441	$287,579,223
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION:					
LIABILITIES:					
Noncurrent liabilities					
Due within more than one year	$ 69,345,038	$ 69,709,089	$ 72,866,592	$ 42,297,250	$ 66,208,455
Due within one year	7,839,386	6,860,672	6,173,622	5,908,468	5,611,104
Accounts salaries and benefits	8,544,959	8,326,303	7,439,818	7,326,284	6,914,110
Accounts payable	2,392,708	2,241,174	1,306,342	3,005,344	3,123,837
Unearned revenue	3,142,875	3,414,635	2,788,969	3,327,615	2,207,143
Accrued interest	214,573	279,239	338,812	396,520	419,755
Accrued expenses	127,057	138,962	151,562	118,035	148,322
Total liabilities	91,606,596	90,970,074	91,065,717	62,379,516	84,632,726
DEFERRED INFLOWS OF RESOURCES:					
Property taxes levied for future year	56,593,382	44,052,071	42,053,217	40,347,729	37,399,867
Pensions	413,451	217,607	375,263	44,875,172	21,667,426
Total deferred inflows of resources	57,006,833	44,269,678	42,428,480	85,222,901	59,067,293
Total liabilities and deferred inflows of resources	148,613,429	135,239,752	133,494,197	147,602,417	143,700,019
NET POSITION:					
Investment in capital assets, net of related debt	145,122,466	144,290,359	142,777,125	133,416,518	123,763,896
Restricted for:					
Capital projects	29,823,452	23,342,066	19,603,322	18,508,117	24,049,244
Debt service	6,613,028	8,624,567	7,552,713	6,897,055	6,810,259
School food services	4,106,672	5,133,182	5,400,842	5,667,959	2,665,120
Other purposes	652,148	632,909	515,691	523,871	509,019
Unrestricted	9,656,730	3,959,627	(970,184)	(1,024,496)	(13,918,334)
Total net position	195,974,496	185,982,710	174,879,509	163,989,024	143,879,204
Total liabilities, deferred inflows of resources and net position	$344,587,925	$321,222,462	$308,373,706	$311,591,441	$287,579,223

BOX ELDER SCHOOL DISTRICT
BALANCE SHEET —GOVERNMENTAL FUNDS
GENERAL FUND
FISCAL YEARS ENDED JUNE 30, 2021 THROUGH 2025
(This summary has not been audited)

	FISCAL YEAR ENDED JUNE 30				
	2025	2024	2023	2022	2021
ASSETS:					
Receivables:					
Taxes	$33,749,380	$30,534,427	$29,079,676	$28,050,957	$25,866,893
Other local, State and Federal	1,047,788	4,819,812	4,835,571	3,444,845	3,327,968
Cash and cash equivalents	40,061,562	28,084,911	21,077,038	24,136,381	24,410,688
Other assets	10,000	10,000	10,000	10,000	10,000
Inventories and prepaid items	-	-	-	-	2,557
Total assets	$74,868,730	$63,449,150	$55,002,285	$55,642,183	$53,618,106
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES:					
Deferred inflows of resources:					
Property taxes levied for a future year	$29,928,682	$26,894,323	$25,597,905	$27,194,582	$24,569,545
Unavailable property taxes	3,384,256	3,303,078	2,984,022	-	-
Total deferred inflows of resources	33,312,938	30,197,401	28,581,927	27,194,582	24,569,545
Liabilities:					
Accrued salaries and benefits	8,472,666	8,254,200	7,361,622	7,245,400	6,811,299
Unearned revenue	3,401,708	3,414,635	2,788,969	3,327,615	2,207,143
Accounts payable	740,711	869,050	847,052	425,157	703,213
Total liabilities	12,615,085	12,537,885	10,997,643	10,998,172	9,721,655
Total liabilities and deferred inflows of resources	45,928,023	42,735,286	39,579,570	38,192,754	34,291,200
FUND BALANCES:					
Assigned:					
Other purposes	12,326,129	13,307,158	10,204,331	4,500,000	15,253,478
Unassigned	12,714,578	3,506,706	1,308,384	1,642,133	170,871
Nonspendable			10,000		2,557
Committed to:					
Economic stabilization	3,900,000	3,900,000	3,900,000	3,900,000	3,900,000
Restricted:					
State programs	-	-	-	7,407,296	-
Total fund balance	28,940,707	20,713,864	15,422,715	17,449,429	19,326,906
Total liabilities, deferred inflows of resources and fund balances	$74,868,730	$63,449,150	$55,002,285	$55,642,183	$53,618,106

BOX ELDER SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS — GENERAL FUND
(This summary has not been audited)

	FISCAL YEAR ENDED JUNE 30				
	2025	2024	2023	2022	2021
Revenues:					
State aid	$ 95,732,639	$ 91,543,932	$ 79,395,786	$ 70,857,214	$ 68,725,191
Property taxes and fee-in-lieu	35,160,027	32,194,261	29,305,304	26,790,930	24,796,049
Federal aid	6,691,445	10,172,704	9,854,070	8,478,642	8,958,393
Other local sources	2,082,473	2,670,638	2,319,022	2,251,140	2,717,499
Earnings on investments	2,043,891	2,170,033	1,200,094	149,087	67,493
Total revenues	$141,710,475	$138,751,568	$122,074,276	$108,572,013	$105,264,625
Expenditures:					
Current:					
Instructional services	$ 91,231,401	$ 89,367,245	$ 83,488,225	$ 76,224,913	$ 75,740,154
Supporting services:					
Operation and maintenance of facilities	12,735,488	16,310,273	14,855,930	11,079,387	10,348,388
Student transportation	7,510,631	7,156,330	6,314,887	5,562,142	5,844,513
School administration	7,392,853	7,269,407	6,880,691	6,039,786	5,779,657
Students	7,163,623	6,652,920	6,252,239	5,388,089	4,876,661
Instructional staff	3,587,594	3,228,850	2,902,364	2,816,127	2,422,957
Central	1,346,158	1,172,732	1,319,028	1,210,077	1,045,109
General administration	1,308,333	1,175,876	1,045,125	1,114,161	882,095
Community services	1,207,551	1,126,785	1,042,501	969,809	831,330
Total expenditures	$133,483,632	$133,460,418	$124,100,990	$110,404,491	$107,770,864
Excess of revenues over (under) expenditures	8,226,843	5,291,150	(2,026,714)	(1,877,478)	(2,506,239)
Other financing sources (uses)	-	-	-	-	-
Net change in fund balances	8,226,843	5,291,150	(2,026,714)	(1,877,478)	(2,506,239)
Fund balances – beginning (as restated)	20,713,864	15,422,714	17,449,428	19,326,906	21,833,145
Fund balances - ending	$28,940,707	$20,713,864	$15,422,714	$17,449,428	$19,326,906

(Source: Information is taken from the District's audited financial statements. This summary itself has not been audited.)

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PROPERTY TAX MATTERS

The Property Tax Act provides that all taxable property is required to be assessed and taxed at a uniform and equal rate on the basis of its "fair market value" as of January 1 of each year, unless otherwise provided by law. "Fair market value" is defined in the Property Tax Act as "the amount at which property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts." Pursuant to an exemption for residential property provided for under the Property Tax Act and Article XIII of the State Constitution, the "fair market value" of residential property is reduced by 45%. The residential exemption is limited to one acre of land per residential unit and to one primary residence per household, except that an owner of multiple residential properties may exempt his or her primary residence and each residential property that is the primary residence of a tenant.

The Property Tax Act provides that the Utah State Tax Commission (the *"State Tax Commission"*) shall assess certain types of property (*"centrally-assessed property"*), including (a) properties that operate as a unit across county lines that must be apportioned among more than one county or state, (b) public utility (including railroad, but excluding a telecommunications service provider) properties, (c) airline operating properties, (d) geothermal resources and (e) mines, mining claims and appurtenant machinery, facilities and improvements. All other taxable property (*"locally-assessed property"*) is required to be assessed by the county assessor of the county in which such locally-assessed property is located. Each county assessor must update property values annually based upon a systematic review of current market data by using a mass appraisal system and must also complete a detailed review of property characteristics for each parcel of property at least once every five years. The Property Tax Act requires that the State Tax Commission conduct an annual investigation in each county to determine whether all property subject to taxation is on the assessment rolls and whether the property is being assessed at its "fair market value."

The State Tax Commission and the county assessors utilize various valuation methods, as determined by statute, administrative regulation or accepted practice, to determine the "fair market value" of taxable property.

Uniform Fees. An annual statewide uniform fee is levied on tangible personal property in lieu of the ad valorem tax. The uniform fee is based on the value of motor vehicles, watercraft, recreational vehicles, and all other tangible personal property required to be registered with the State. The current uniform fee is established at 1.5% of the fair market value of motor vehicles that weigh 14,001 pounds or more; watercraft; motorcycles; recreational vehicles and all other tangible personal property required to be registered with the State, excluding exempt property such as aircraft, commercial vehicles and property subject to a fixed age-based fee. Motor vehicles weighing 14,000 pounds or less are subject to an age-based fee that is due each time the vehicle is registered. The age-based fee is for passenger type vehicles and ranges from $7.75 to $150, depending on the age of the vehicle. Recreation vehicles, motorcycles, watercraft[1] (except large watercraft), snowmobiles, certain small motor vehicles and motor homes required to be registered

[1] Beginning January 1, 2024, 50% of the revenue collected from certain watercraft is deposited into the Utah Boating Grant Account.

with the State are also subject to an aged-based fee that ranges from $4.00 to $350, depending on the age of the vehicle.[2] The revenues collected from the various uniform fees are distributed by the county to the taxing entity in which the property is located in the same proportion in which revenue collected from ad valorem real property tax is distributed.

Property Tax Valuation Fund. The State Legislature requires each county to annually impose a multicounty assessing and collecting levy to fund a Property Tax Valuation Fund (the *"PTVF"*) and a Multicounty Appraisal Trust (the *"Multicounty Trust"*).[3] Disbursements to counties from the PTVF are to be used to offset costs of assessing and collecting property taxes; improve the accurate valuation and uniform assessment levels of property and improve the efficiency of the property tax system and are based on various administrative rules. Funds deposited into the Multicounty Trust are to be used to provide funding for a statewide property tax system that is intended to promote, among other things, the accurate valuation of property, the establishment and maintenance of uniform assessment levels within and among counties, and the efficient administration of the property tax system, including the costs of assessment, collection and distribution of property taxes. A county may levy an additional tax to (a) promote the accurate valuation and uniform assessment levels of property, (b) promote the efficient administration of the property tax system, including the costs of assessment, collection and distribution of property taxes, (c) fund state mandated actions and (d) establish reappraisal programs.

TAX LEVY AND COLLECTION

The State Tax Commission must assess all centrally-assessed property by May 1 of each year. County assessors must assess all locally-assessed property before May 22 of each year. The State Tax Commission apportions the value of centrally-assessed property to the various taxing entities within each county and reports such values to county auditors before June 8. The governing body of each taxing entity must adopt a proposed tax rate or, if the tax rate is not more than the certified tax rate, a final tax rate, before June 22; *provided* if the governing body has not received the taxing entity's certified tax rate at least seven days prior to June 22, the governing body of the taxing entity must, no later than 14 days after receiving the certified tax rate from the county auditor, adopt a proposed tax rate or, if the tax rate is not more than the certified tax rate, a final tax rate. County auditors must forward to the State Tax Commission a statement prepared by the legislative body of each taxing entity showing the amount and purpose of each levy. Upon determination by the State Tax Commission that the tax levies comply with applicable law and do not exceed maximum permitted rates, the State Tax Commission notifies county auditors to implement the levies. If the State Tax Commission determines that a tax levy established by a taxing entity exceeds the maximum levy permitted by law, the State Tax Commission must lower the levy to the maximum levy permitted by law, notify the taxing entity that the rate has been lowered and notify the county auditor (of the county in which the taxing entity is located) to implement the rate established by the State Tax Commission.

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[2] The fees for certain trailers, electric motor vehicles, off-highway vehicles and street-legal all-terrain vehicles may be paid for a 24-month period, in which case the fees are double those described herein.

[3] Effective January 1, 2026, the multicounty assessing and collecting levy will only be allocated to the Multicounty Trust and the legislation regarding the PTVFF has been repealed, effective July 1, 2030.

On or before July 22 of each year, the county auditors must mail to all owners of real estate shown on their assessment rolls notice of, among other things, the value of the property, itemized tax information for all taxing entities and the date their respective county boards of equalization will meet to hear complaints. Taxpayers owning property assessed by a county assessor may file an application within statutorily defined time limits based on the nature of the contest with the appropriate county board of equalization for the purpose of contesting the assessed valuation of their property. The county board of equalization must render a decision on each appeal in the time frame prescribed by the Property Tax Act. Under certain circumstances, the county board of equalization must hold a hearing regarding the application, at which the taxpayer has the burden of proving that the property sustained a decrease in fair market value. Decisions of the county board of equalization may be appealed to the State Tax Commission, which must decide all appeals relating to real property by March 1 of the following year. Owners of centrally-assessed property, or any county with a showing of reasonable cause, may, on or before the later of August 1 or a day within 90 days of the date the notice of assessment is mailed by the State Tax Commission, apply to the State Tax Commission for a hearing to contest the assessment of centrally-assessed property. The State Tax Commission must render a written decision within 120 days after the hearing is completed and all post-hearing briefs are submitted. The county auditor makes a record of all changes, corrections and orders, and delivers before November 1 the corrected assessment rolls to the county treasurers. On or before November 1, each county treasurer furnishes each taxpayer a notice containing, among other things, the kind and value of the property assessed to the taxpayer, the street address of the property, where applicable, the amount of the tax levied on the property and that the property may be subject to a detailed review in the next year.

Without an extension by a county legislative body, taxes are due November 30, or if a Saturday, Sunday or holiday, the next business day. Each county treasurer is responsible for collecting all taxes levied on real property within that county. There are no prior claims to such taxes. As taxes are collected, each county treasurer must pay to the State and each taxing entity within the county its proportionate share of the taxes, on or before the tenth day of each month. Delinquent taxes are subject to a penalty of 2.5% (or 1% if paid on or before the January 31 immediately following the delinquency date) of the amount of the taxes or $10, whichever is greater. Unless the delinquent taxes and penalty are paid before January 31 of the following year, the amount of delinquent taxes and penalty bears interest at the federal funds rate target established by the Federal Open Market Committee plus 6% from the January 1 following the delinquency date until paid (provided that said interest may not be less than 7% or more than 10%). If delinquent taxes have not been paid by March 15 following the lapse of four years from the delinquency date, the affected county advertises and sells the property at a final tax sale held in May or June of the fifth year after assessment.

The process described above changes if a county or other taxing entity proposes a tax rate in excess of the certified tax rate (as described under "FINANCIAL INFORMATION REGARDING BOX ELDER SCHOOL DISTRICT— Public Hearing on Certain Tax Increases" below). If such an increase is proposed, the taxing entity must adopt a proposed tax rate before June 22. In addition, the county auditor must include certain information in the notices to be mailed by July 22, as described above, including information concerning the tax impact of the proposed increase on the property and the time and place of the public hearing described in "FINANCIAL INFORMATION REGARDING BOX ELDER SCHOOL DISTRICT — Public Hearing on Certain Tax Increases" below. In most cases,

notice of the public hearing must also be advertised by publication and by posting on certain websites. After the public hearing is held, the taxing entity may adopt a resolution levying a tax in excess of the certified tax rate. The final tax notice is then mailed by November 1.

PUBLIC HEARING ON CERTAIN TAX INCREASES

Each taxing entity that proposes to levy a tax rate that exceeds the "certified tax rate" may do so, by resolution, only after holding a properly noticed public hearing. Generally, the certified tax rate is the rate necessary to generate the same property tax revenue that the taxing entity budgeted for the prior year, with certain exclusions. For purposes of calculating the certified tax rate, county auditors are to use the taxable value of property on the assessment rolls, exclusive of eligible new growth. With certain exceptions, the certified tax rate for the minimum school levy, debt service voted on by the public and certain state and county assessing and collecting levies are the actual levies imposed for such purposes and no hearing is required for these levies.

Among other requirements, on or before July 22 of the year in which such an increase is proposed, the county auditor must mail to all property owners a notice of the public hearing. In most cases, the taxing entity must also advertise the notice of the public hearing as required by statute. Such notices must state, among other things, the value of the property, the taxable value of the property, the deadline to make an application to appeal the valuation or equalization of the property, and the tax impact of the proposed increase.

HISTORICAL DISTRICT TAX RATES

	TAX YEAR ENDED DECEMBER 31				
	2025	2024	2023	2022	2021
Basic School Levy(1)	0.001379	0.001408	0.001406	0.001652	0.001661
Voted Local Levy(2)	0.000540	0.000472	0.000466	0.000518	0.000600
Board Local Levy(3)	0.002210	0.002210	0.001905	0.001905	0.002202
Capital Local Levy(4)	0.002368	0.001279	0.001528	0.001528	0.001771
Debt Service(5)	0.000428	0.000442	0.000450	0.000512	0.000539
Charter School Levy	0.000053	0.000049	0.000050	0.000054	0.000069
Total	0.006978	0.005860	0.005805	0.006169	0.006842

(1) Set by law for the District's portion of the State Minimum School Program.

(2) General maintenance and operation revenue. The maximum tax rate for the Voted Local Levy is .002000. However, when considering the maximum tax rate of .002000, the Board-Approved Local Levy of .000400 is considered to be part of the Voted Local Levy and, to the extent levied, would reduce the effective maximum tax rate for the Voted Local Levy to the extent of such levy.

(3) Restricted to class size reduction.

(4) Capital outlay bonding, construction and renovation.

(5) No maximum limitation applies to levies made to provide for payment of the principal of and interest on general obligation bonds authorized by vote of school district electors.

TAXABLE AND FAIR MARKET VALUE OF PROPERTY

Excluding Fee-In-Lieu/Age Based Valuation

YEAR	TAXABLE VALUE(1)	% CHANGE OVER PRIOR YEAR	ESTIMATED FAIR MARKET VALUE(2)	% CHANGE OVER PRIOR YEAR
2025*	$9,686,672,948	5.5%	$13,637,151,480	5.9%
2024	9,181,965,119	8.1	12,872,189,806	5.2
2023	8,494,933,551	14.7	12,237,786,773	15.3
2022	7,408,039,699	19.5	10,612,108,729	24.6
2021	6,200,269,117	7.9	8,514,921,038	10.2
2020	5,744,613,682	--	7,728,456,240	--

Including Fee-In-Lieu/Age Based Valuation

YEAR	TAXABLE VALUE(1)	% CHANGE OVER PRIOR YEAR	ESTIMATED FAIR MARKET VALUE(2)	% CHANGE OVER PRIOR YEAR
2024	9,372,798,070	8.0	13,063,022,756	5.2
2023	8,678,480,898	14.5	12,421,334,120	15.2
2022	7,581,544,349	22.8	10,785,613,379	14.1
2021	6,377,419,703	20.9	8,692,071,624	10.3
2020	5,896,837,554	--	7,880,680,112	--

* Preliminary; subject to change.

(1) Source: Property Tax Division, Utah State Tax Commission.

(2) Estimated fair market value has been calculated by dividing the taxable value of primary residential property by .55, which eliminates the 45% exemption on primary residential property granted under the Property Tax Act. See "FINANCIAL INFORMATION REGARDING BOX ELDER SCHOOL DISTRICT — Property Tax Matters."

See "FINANCIAL INFORMATION — Historical Summaries of Taxable Values of Property."

Box Elder School District
Historical Summaries of Taxable Values of Property
Tax Years 2021 through 2025

	2025*		2024	2023	2022	2021
	TAXABLE VALUE	% OF T.V.	TAXABLE VALUE	TAXABLE VALUE	TAXABLE VALUE	TAXABLE VALUE
Set by State Tax Commission—Centrally Assessed						
Total centrally assessed	$1,028,582,453	10.6%	$1,004,176,295	$1,001,962,151	$1,183,129,162	$1,288,774,468
Set by County Assessor—Locally Assessed						
Real property:						
Primary residential	4,820,187,481	49.8	4,502,099,436	4,572,019,086	3,913,759,825	2,826,605,458
Secondary residential	97,269,603	1.0	90,850,704	88,344,116	80,580,768	58,552,086
Commercial and industrial	1,778,898,607	18.4	1,661,507,658	1,437,997,596	1,137,385,705	984,051,273
FAA	85,905,786	0.9	80,236,794	77,578,132	79,351,050	78,433,058
Unimproved Non-FAA-Vacant	407,332,365	4.2	380,452,175	338,679,805	203,852,132	171,617,516
Agricultural	88,749,028	0.9	82,892,408	71,152,141	64,251,429	59,739,955
Total real property	$7,278,342,870	75.1	$6,798,039,175	$6,585,770,876	$5,479,180,909	$4,178,999,346
Personal property:						
Primary mobile homes	8,175,169	0.1	8,175,181	2,579,296	2,324,545	2,413,557
Other business personal property	1,371,572,456	14.2	1,371,574,468	904,621,228	743,405,083	730,081,746
Total personal property	$1,379,747,625	3.1	$1,379,749,649	$ 907,200,524	$ 745,729,628	$ 732,495,303
Fee in lieu/age based property	NA	NA	190,832,951	183,547,347	173,504,650	177,150,586
Total locally assessed	$8,658,090,495	89.4%	$8,177,788,824	$7,492,971,400	$6,224,910,537	$4,911,494,649
Total taxable value	$9,686,672,948	100.0%	$9,372,798,070	$8,678,480,898	$7,581,544,349	$6,377,419,703
Total taxable value (less fee in lieu/age based property)	$9,686,672,948	100.0%	$9,181,965,119	$8,494,933,551	$7,408,039,699	$6,200,269,117

* Preliminary; subject to change.
(Source: Utah State Tax Commission.)

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TAX COLLECTION RECORD

Tax Year End 12/31	Total Taxes Levied(1)	Treasurer's Relief(2)	Net Taxes Assessed	Current Collections	Delinquent and Miscellaneous Collections(3)	Total Collections(4)	% of Current Collections to Net Taxes Assessed	% of Total Collections to Net Taxes Assessed
2024	$53,730,429	$964,499	$52,765,931	$50,085,479	$2,243,746	$52,329,225	94.9%	99.2%
2023	49,643,310	906,113	48,737,197	46,351,928	1,061,852	47,413,780	95.1	97.3
2022	46,202,073	652,883	45,549,190	43,357,445	938,606	44,296,051	95.2	97.2
2021	42,538,738	537,794	42,000,944	40,453,023	9,495,345	49,948,368	96.3	118.9
2020	40,238,193	466,063	39,772,130	38,682,500	514,297	39,196,797	97.3	98.6

(1) Excludes redevelopment agencies valuation.
(2) Treasurer's Relief includes abatements. These Treasurer's Relief items are levied against the property, but are never collected and paid to the entity.
(3) Delinquent Collections include interest; sales of real and personal property; and miscellaneous delinquent collections.
(4) In addition to the Total Collections indicated above, the District also collected Uniform Fees (fees-in-lieu payments) for Tax Year 2024 of $2,862,494; for Tax Year 2023 of $2,753,210; for Tax Year 2022 of $2,602,570; for Tax Year 2021 of $2,657,259; and for Tax Year 2020 of $2,293,358; from tax equivalent property associated with motor vehicles, watercraft, recreational vehicles, and all other tangible personal property required to be registered with the State.

(Source: The District's Continuing Disclosure Memorandum, submitted and dated January 22, 2026.)

SOME OF THE LARGEST TAXPAYERS

TAXPAYER	TYPE OF BUSINESS	ESTIMATED 2025* TAXABLE VALUE(1)(2)	% OF THE DISTRICT'S 2021 TAXABLE VALUE
Proctor & Gamble Companies	Manufacturing	$ 575,791,332	5.9%
Nucor Corporation	Manufacturing	362,169,641	3.7
Northrop Grumman Corporation	Defense/Manufacturing	337,359,753	3.5
PacifiCorp	Utility	268,736,663	2.8
Staker & Parson Companies	Construction	261,564,492	2.7
Union Pacific Railroad Company	Railroad	202,961,993	2.1
Mandana DC3 LLC	Not public classified	104,186,241	1.1
Ruby Pipeline LLC	Natural gas pipeline	77,024,962	0.8
Steel Solar LLC	Solar photovoltaic power	69,749,791	0.7
Morton International Inc.	Chemical manufacturing	62,047,208	0.6
	TOTAL:	$2,321,592,076	24.0%**

* Preliminary; subject to change.
** Total may not add due to rounding.
(1) Taxable value does not include personal property accounts with a taxable value less than $250,000.
(2) Taxable value does not include real estate parcels with a taxable value less than $250,000.

(Source: The District's Continuing Disclosure Memorandum, submitted and dated January 22, 2026.)

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STATE OF UTAH SCHOOL FINANCE

SOURCES OF FUNDS

Funding for schools in the State is provided from local school district sources consisting of property taxes imposed by the local school district (*"Local District Funding"*), State sources that are funded primarily by State imposed personal income taxes and corporate franchise taxes (*"State Funding"*) and federal sources (*"Federal Funding"*). For the fiscal year ended June 30, 2025, approximately _____% of the District's General Fund funding was provided by Local District Funding, approximately _____% from State Funding and approximately _____% from Federal Funding. See also APPENDIX A—BOX ELDER SCHOOL DISTRICT BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2025.

LOCAL DISTRICT FUNDING

School districts are authorized by State law to levy taxes, certain of which require voter approval, on real property for various purposes. Funding for operation and maintenance is derived primarily through a minimum tax levy (the *"Minimum Tax Levy"*) by each school district at a rate established each year by the State. Imposition of this Minimum Tax Levy is required for a school district to qualify for receipt of contributions by the State for such purposes. Additional tax levies for, among other things, educational programs and capital outlay and debt service to finance capital outlays may be made at the option of a school district. Certain of such levies will entitle a school district to State guaranteed levels of funding or receipt of specific additional contributions from the State. The Board has received all voter approval necessary for the taxes it currently levies. See also "FINANCIAL INFORMATION REGARDING THE DISTRICT—Historical Tax Rates" above.

STATE FUNDING

Under its school funding program, the State guarantees that in connection with the Minimum Tax Levy and certain of a school district's additional tax levies each school district will receive certain amounts based primarily on the number of students attending schools in such district. To the extent that such levies do not generate receipts at least equal to such guaranteed amounts, the State contributes funds to the school district in the amount of the shortfall. If a school district's receipts from such levies reach such prescribed levels, there is no State contribution to such district. Further, school district receipts from the Minimum Tax Levy in excess of the guaranteed amounts are required to be paid over to the State for distribution to other school districts.

In addition to any contributions relating to shortfalls described above, the State annually appropriates fixed amounts to fund certain programs and services statewide. Funds for contributions to school districts and for other programs and services are appropriated from the State Uniform School Fund and the Education Fund, which are funded primarily from personal income taxes and corporate franchise taxes. State Funding is also available, under certain circumstances, to school districts for payment of a portion of capital costs.

FEDERAL FUNDING

Federal Funding is provided for various school programs including child nutrition, and vocational and special education.

SUMMARY OF STATE AND FEDERAL FUNDS {TO BE UPDATED BY THE DISTRICT.}

The District received the following in State and federal funds:

	Fiscal Year Ended June 30 (unaudited)				
	2025	2024	2023	2022	2021
State Funds					
General Fund					
Capital Projects Fund.....					
Other Governmental Funds...					
Total					
% change over prior year					
Federal Funds					
General Fund					
Other Governmental Funds...					
Total					
% change over prior year					

(Source: Information taken from the District's audited financial statements for the indicated years. This summary has not been audited.)

See "FINANCIAL INFORMATION — Five-Year Financial Summaries."

RISK FACTORS

The purchase of the Certificates involves certain investment risks that are discussed throughout this Official Statement. Accordingly, each prospective purchaser of the Certificates should make an independent evaluation of all of the information presented in this Official Statement in order to make an informed investment decision. Certain of these risks are described below.

LIMITED OBLIGATIONS

The Certificates are payable from amounts due under the Appropriation Lease, which constitute currently budgeted expenditures of the Board, payable only if funds are appropriated by the Board for each fiscal year. The current Term of the Appropriation Lease will commence upon the issuance of the Certificates and expires June 30, 2027. The Appropriation Lease is thereafter subject to successive extensions under the provisions of the Lease for _____ (__) additional one-year renewal terms commencing on July 1 of each of the years 2028 through 20__ and a final renewal term commencing July 1, 20__, and ending June 30, 20__. There is no assurance that the

Board will, in its sole discretion, exercise its option to extend the term of the Appropriation Lease for any additional Renewal Term.

The likelihood that the Board will extend the term of the Appropriation Lease for all Renewal Terms and continue to pay the Lease Payments to enable the Issuer to timely pay the principal of, and premium, if any, and interest on, the Certificates in the future depends upon a number of factors that are beyond the control of the owners of the Certificates, including, but not limited to, (1) the completion of acquisition, construction and improvement of the Improvements, (2) the continuing need of the District for the Facilities and the Security Property, (3) the economic and demographic conditions within the District, (4) the ability of the District to generate sufficient funds from property and other taxes and other sources to pay the Lease Payments and other obligations of the District (whether now existing or hereafter created), and (5) the value of the Facilities or the Security Property if relet or sold (to the extent authorized in the Trust Indenture) in a foreclosure or other liquidation proceeding instituted by the Trustee in the event of the termination of the term of the Appropriation Lease as a result of the occurrence of certain events described above or the expiration of any Renewal Term if the Board does not appropriate sufficient funds to extend the term of the Appropriation Lease as provided in the Appropriation Lease. Neither the Trust Indenture nor the Appropriation Lease limit the liability of the Board to incur additional obligations against its revenues.

In the event the Board fails to renew the Appropriation Lease for all contemplated Renewal Terms, fails to budget and appropriate sufficient funds for the payment of Lease Payments or defaults under the Appropriation Lease, the Appropriation Lease, which is subject to annual renewal, will be terminated, and, in such event, the Certificates will be payable from any moneys held by the Trustee under the Trust Indenture, and the proceeds, if any, from a liquidation or other disposition of the Issuer's interest in the Facilities and the Security Property, if available, subsequent to foreclosure of the lien of the Trust Indenture.

The Board's obligation under the Appropriation Lease does not constitute a general obligation or other indebtedness of the Board or the State or any agency or political subdivision of the State within the meaning of any constitutional or statutory debt limitation.

EXPIRATION OR TERMINATION OF THE LEASE

The Appropriation Lease will expire by its terms on any June 30 during the years 2027 through 20__, unless the Board in its sole discretion exercises the option provided in the Appropriation Lease to extend the term of the Lease for the next succeeding Renewal Term with a final lease expiration date of June 30, 20__. In the event that the Board does not extend in any year the term of the Appropriation Lease, the Board's obligation to pay Lease Payments will terminate on the June 30 occurring at the end of the then current Renewal Term. Upon (1) the expiration of any Renewal Term during which an Event of Nonrenewal occurs or (2) a default under the Appropriation Lease and an election by the Trustee to terminate the possessory interest of the Board under the Appropriation Lease, the Board's right of possession of the Facilities and the Security Property, if available, under the Appropriation Lease will expire or be terminated, as appropriate. See _____ in APPENDIX _ hereto.

In the event that the Board's right of possession of the Facilities and the Security Property under the Appropriation Lease expires or is terminated for either of the reasons described in the preceding paragraph, the obligation of the Board to pay Lease Payments thereunder will continue through the Renewal Term then in effect, but not thereafter, and the Certificates will be payable from, among other sources, such moneys as may be available by way of recovery from the Board of the Lease Payments that are due through the Renewal Term then in effect. Should the Appropriation Lease expire at the end of a Renewal Term without any extension for the next succeeding Renewal Term or if an event occurs pursuant to which the Trustee terminates the Board's right of possession of the Facilities and the Security Property, if available, under the Appropriation Lease, the Trustee may recover and (to the extent authorized in the Trust Indenture) relet or sell the Facilities and the Security Property, if available, as provided in the Trust Indenture. The net proceeds of any reletting or sale of any of the Facilities or the Security Property, together with certain other moneys then held by the Trustee under the Trust Indenture, are required to be used to pay the Certificates to the extent of such moneys.

The public facilities constituting the Facilities and the Security Property represent special purpose facilities for use in connection with providing particular governmental services. No assurance can be given that the Trustee could relet or sell any of the Facilities or the Security Property for the amount necessary to pay the principal of and the interest then due on the Certificates. Purchasers of the Certificates should not assume that it will be possible to relet or sell the Facilities or the Security Property after the expiration or termination of the Board's right of possession of the Facilities and the Security Property for an amount equal to the aggregate principal amount of the Certificates then outstanding plus accrued interest thereon. In this regard, it should be noted that (1) the Facilities and the Security Property may be subject to ad valorem and other property taxation if owned by someone other than the Board or other governmental body, (2) the Facilities and the Security Property may not be suitable for general commercial use and (3) zoning restrictions could limit use of the Facilities and the Security Property. No assurance can be given that the amount, if any, realized upon any reletting or sale of the Facilities or the Security Property will be available to provide for the payment of the Certificates on a timely basis.

LIMITED REMEDIES

A termination of the Board's right of possession of the Facilities and the Security Property under the Appropriation Lease as a result of an event of default or expiration of the term of the Appropriation Lease at the end of any Renewal Term will give the Trustee the right to possession of, and the right to relet or foreclose upon and sell (to the extent authorized in the Trust Indenture), the Facilities and the Security Property in accordance with the provisions of the Appropriation Lease and the Trust Indenture. However, the enforceability of the Appropriation Lease and the Trust Indenture is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and liens securing such rights, the police powers of the State, the exercise of judicial authority by state or federal courts and the exercise by the United States of America of the powers delegated to it by the federal constitution.

In addition, the Facilities and the Security Property are used by the Board for the provision of what may be considered an essential governmental function of the Board. Due to the essential governmental use of the Facilities and the Security Property and the delays inherent in obtaining

foreclosure upon real property and other judicial remedies, no assurance can be given that (1) a court, in the exercise of judicial discretion, would enforce these remedies in a timely manner, or (2) any moneys realized by the Trustee upon an exercise of any remedies would be sufficient to pay the principal of and interest on the Certificates. In the event any such moneys are insufficient to pay all outstanding Certificates in full, the Certificates would be paid in part on a pro rata basis. Any delays in the ability of the Trustee to obtain possession (if authorized under the Trust Indenture) of the Facilities or the Security Property, of necessity, will result in delays in any payment of principal of or interest on the Certificates.

DESTRUCTION OF THE FACILITIES OR THE SECURITY PROPERTY

The Appropriation Lease requires the Facilities and the Security Property to be insured by policies of insurance (including casualty and property damage and business interruption insurance) as described in "_____" in APPENDIX __ hereto. The Board advises that the Facilities and the Security Property will be so insured. In the event of damage to or destruction of any of the Facilities or the Security Property, the Board is required to continue to pay Lease Payments for the then-current Renewal Term and may elect to apply the net proceeds from insurance and certain other sources to the extraordinary optional redemption of the Certificates or to take such action as it deems necessary or appropriate to repair, rebuild and replace the affected portion of the Facilities or the Security Property, as applicable. See "THE CERTIFICATES — Redemption" above.

If the net proceeds from insurance are sufficient to repair, rebuild and replace the affected portion of the Facilities or the Security Property, such proceeds are to be so applied. If the net proceeds are insufficient to repair, rebuild and replace the affected portion of the Facilities or the Security Property, as applicable, (1) the Board is obligated to pay any cost in excess of such net proceeds, but only from Lease Payments, in order for the affected portion of the Facilities or the Security Property to be restored, (2) such net proceeds may be used for the purpose of causing the extraordinary optional redemption of the Certificates if the failure to repair, rebuild or replace will not materially detract from the value of the Facilities or the Security Property or (3) such net proceeds may be applied to the payment of the redemption price as of the next occurring optional redemption date. There can be no assurance either as to the adequacy of or timely payment under property damage insurance in effect at that time or that the Board will elect to extend the term of the Appropriation Lease for the next Renewal Term succeeding such damage or destruction or pay the redemption price then applicable. See "_____" in APPENDIX __ hereto.

CONSTRUCTION OF THE IMPROVEMENTS

Construction Delays. The Boards has appropriated sufficient funds to pay Lease Payment during the Initial Term; *however*, Lease Payments for subsequent Renewal Terms, including those prior to completion of the Improvements, are subject to appropriation by the Board. A termination of the Board's right of possession of the Facilities or the Security Property under the Appropriation Lease as a result of an event of default or expiration of the term of the Appropriation Lease at the end of any Renewal Term prior to completion of the Improvement will give the Trustee the right to possession of, and the right to relet or foreclose upon and sell (to the extent authorized in the Trust Indenture), Facilities and the Security Property in accordance with the provisions of the Appropriation Lease, the Security Lease and the Trust Indenture.

Sufficiency of Construction Moneys. The Board believes that the proceeds of sale of the Certificates, together with other moneys legally available for the purpose, will be sufficient to complete the acquisition, construction, design and improvement of the Improvements.

[In the event that the proceeds from the sale of the Certificates and any other available moneys are insufficient to complete the construction of the Improvements, the Board is authorized, pursuant to the Appropriation Lease, to complete the acquisition, construction, rehabilitation, design and improvement of the Improvements from moneys specifically appropriated for that purpose. The Board has covenanted in the Appropriation Lease, to the extent permitted by law, to use and to seek additional legally available funds or to make design changes in the Improvements to the extent necessary to complete acquisition, construction, rehabilitation, design and improvement thereof with Certificate proceeds and moneys on hand.]

DEPRECIATION AND LACK OF RESIDUAL VALUE

The Facilities and the Security Property will depreciate in value during the time that the Certificates are outstanding and components of the Facilities and the Security Property, with short useful lives, will depreciate rapidly. In addition, various components of the Facilities and the Security Property may be difficult or impossible to remove from their points of service or use. Consequently, following an Event of Nonrenewal, an Event of Default under the Appropriation Lease or the Trust Indenture or termination of the Appropriation Lease for any reason, it is possible that any revenues realized by the Trustee from a reletting or sale, as appropriate, of the Facilities may be insufficient to redeem or pay all outstanding Certificates in full.

RELEASE OF FACILITIES

The Appropriation Lease provides for the release of a portion of the Facilities from the lien of the Trust Indenture, prior to the final maturity of the Certificates, and the Security Property will be released from the lien of the Trust Indenture upon the occupancy of the Facilities by the District. See "_____" in APPENDIX __.

The release of portions of the Facilities or the Security Property from the lien of the Trust Indenture will necessarily result in a reduction in the value of the security interests held by the Trustee for the benefit of the owners of the Certificates and may reduce the Board's incentives to renew the Appropriation Lease for any future Renewal Term.

CHANGES IN BOARD GOVERNANCE

The obligation of the Board to pay Lease Payments under the Appropriation Lease is subject to annual appropriation by the Board, based upon a budget initially presented to the Board. See "_____"and "_____" above. The members of the Board are elected officials each of whom serves a four-year term and may stand for re-election at the end of his or her term without limitation as to the number of terms that may be served. The current members of the Board support the Improvements. However, the individuals elected to serve on the Board will change during the period when the Certificates are outstanding. There can be no assurance

that the membership of the Board will not change in a manner that will result in a future Board taking a position contrary to the continued appropriation of Lease Payments under the Appropriation Lease for the Improvements. Under the Appropriation Lease, the Board is entitled not to appropriate Lease Payments for the next succeeding Renewal Term with respect to all of the Facilities, but is not entitled to elect to appropriate with respect to one or more, but not all, of the Facilities.

In the Appropriation Lease, the District is required to include in the tentative budget prepared annually by the budget officer and submitted to the Board items for all payments required for the ensuing Renewal Term. Each decision to renew or not to renew the term of the Appropriation Lease is to be made solely by the Board at the time it considers for adoption the final budget relating to the applicable Renewal Term and not by any official of the Board or the District, acting in his or her individual capacity.

CYBERSECURITY

The risk of cyberattacks against enterprises, including those operated for a governmental purpose, has become more prevalent in recent years. At least one of the rating agencies factors the risk of such an attack into its ratings analysis, recognizing that a cyberattack could affect liquidity, public policy and constituent confidence, and ultimately credit quality. A cyberattack could cause the informational systems of the District to be compromised and could limit operational capacity, for short or extended lengths of time and could bring about the release of sensitive and private information. Additionally, other potential negative consequences include data loss or compromise, diversion of resources to prevent future incidences and reputational damage. The District believes it has made all reasonable efforts to ensure that any such attack is not successful and that the information systems of the District are secure. The District monitors cyberthreat activity through a combination of enterprise-wide security programs, intelligence briefings, and industry collaborations, including sector-specific information-sharing organizations. For instance, the Russian-Ukrainian conflict has resulted in increased national and statewide cyberthreat monitoring. The District routinely checks system security and conduct regular employee training to help protect against cyberattacks. However, there can be no assurance that a cyberattack will not occur in a manner resulting in damage to the District's information systems or other challenges. The District has insurance coverage for cyber liability and has a company on retainer for incident response.

[INVESTMENT GRADE RATING AND SECONDARY MARKET

The lowering or withdrawal of the investment grade rating initially assigned to the Certificates could adversely affect the market price for and the marketability of the Certificates. The Underwriter will not be obligated to repurchase any of the Certificates, and no representation is made concerning the existence of any secondary market for the Certificates. Prices of municipal securities in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and changes in operating performance of the entities operating the facilities subject to the municipal securities. From time to time the secondary market trading in selected issues of municipal securities decreases as a result of the financial condition or market position of the Underwriter, prevailing market conditions, or a material adverse change in the

operations of that entity, whether or not the subject securities are in default as to principal and interest payments, and other factors which may give rise to uncertainty concerning prudent secondary market practices. Municipal securities are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.]

NO RESERVE FUND OR CREDIT ENHANCEMENT

No debt service reserve fund will be funded and no financial guaranty insurance policy, letter of credit or other credit enhancement will be issued to insure payment of the Certificates. Accordingly, any potential purchaser of the Certificates should consider the financial ability of the Board to pay the Certificates.

ENVIRONMENTAL HAZARDS

The Board has covenanted in the Appropriation Lease to comply with all applicable environmental laws. Prior environmental due diligence indicated no risk under REM-P guidelines to residential, non-residential or construction workers on the Property and no need for further investigation. See "THE IMPROVEMENTS—Environmental" herein. Nonetheless, the discovery of unknown recognized environmental conditions on the Property could adversely affect the Board's willingness to renew the Appropriation Lease after the expiration of the Initial Term or any Renewal Term.

CONTINUING DISCLOSURE

Upon delivery of the Certificates, the Board will enter into a Continuing Disclosure Undertaking (the *"Undertaking"*) for the benefit of the Beneficial Owners of the Certificates. Pursuant to the Undertaking, the Board will agree to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board pursuant to the requirements of Section (b)(5) of Rule 15c2–12 (the *"Rule"*) adopted by the Securities and Exchange Commission. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis, and a summary of other terms of the Undertaking, including termination, amendment, and remedies, are set forth in the Undertaking, the proposed form of which is attached as APPENDIX D to this Official Statement.

A failure by the Board to comply with the Undertaking will not constitute a default under the Trust Indenture and Beneficial Owners of the Certificates are limited to the remedies described in the Undertaking. A failure by the Board to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Certificates in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Certificates and their market price.

[The Board has not failed in the past five years to perform any obligation with respect to any existing undertaking to provide continuing disclosure under the Rule.]

TAX MATTERS

FEDERAL

Federal tax law contains a number of requirements and restrictions which apply to the Certificates, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Board has covenanted to comply with all requirements that must be satisfied in order for the interest on the Certificates to be excludible from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Certificates to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the Certificates.

Subject to the Board's compliance with the above-referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Certificates is excludible from the gross income of the owners thereof for federal income tax purposes and is not includible as an item of tax preference in computing the federal alternative minimum tax for individuals under the Internal Revenue Code of 1986, as amended (the *"Code"*). Interest on the Certificates may affect the corporate alternative minimum tax for certain corporations.

In rendering its opinion, Bond Counsel will rely upon certifications of the Board with respect to certain material facts solely within the Board's knowledge. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Certificates may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Certificates should consult their tax advisors as to applicability of any such collateral consequences.

The issue price for original issue discount (as further discussed below) and market discount purposes (the *"OID Issue Price"*) for each maturity of the Certificates is the price at which a substantial amount of such maturity of the Certificates is first sold to the public (excluding bond houses and brokers and similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The OID Issue Price of a maturity of the Certificates may be different from the price set forth, or the price corresponding to the yield set forth, on the cover page hereof.

If the OID Issue Price of a maturity of the Certificates is less than the principal amount payable at maturity, the difference between the OID Issue Price of each such maturity, if any, of the Certificates (the *"OID Certificates"*) and the principal amount payable at maturity is original issue discount.

For an investor who purchases an OID Certificate in the initial public offering at the OID Issue Price for such maturity and who holds such OID Certificate to its stated maturity, subject to the condition that the Issuer and the Board comply with the covenants discussed above, (a) the full amount of original issue discount with respect to such OID Certificate constitutes interest which is excludible from the gross income of the owner thereof for federal income tax purposes; (b) such owner will not realize taxable capital gain or market discount upon payment of such OID Certificate at its stated maturity; (c) such original issue discount is not included as an item of tax preference in computing the alternative minimum tax for individuals under the Code; and (d) the accretion of original issue discount in each year may result in certain collateral federal income tax consequences in each year even though a corresponding cash payment may not be received until a later year. Owners of OID Certificates should consult their own tax advisors with respect to the state and local tax consequences of original issue discount on such OID Certificates.

Owners of Certificates who dispose of Certificates prior to the stated maturity (whether by sale, redemption or otherwise), purchase Certificates in the initial public offering, but at a price different from the OID Issue Price or purchase Certificates subsequent to the initial public offering should consult their own tax advisors.

If a Certificate is purchased at any time for a price that is less than the Certificate's stated redemption price at maturity or, in the case of an OID Certificate, its OID Issue Price plus accreted original issue discount (the *"Revised Issue Price"*), the purchaser will be treated as having purchased a Certificate with market discount subject to the market discount rules of the Code (unless a statutory *de minimis* rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Certificate is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Certificate. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Certificates.

An investor may purchase a Certificate at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Certificate in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Certificate. Investors who purchase a Certificate at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Certificate's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Certificate.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Certificates. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to Certificates issued prior to enactment. Prospective purchasers of the Certificates should consult their own tax advisors regarding any pending or proposed federal tax

legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the *"Service"*) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Certificates. If an audit is commenced, under current procedures the Service may treat the Issuer as a taxpayer and the Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Certificates until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Certificates, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Certificate owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

STATE OF UTAH

In the opinion of Bond Counsel, under the laws of the State of Utah, as presently enacted and construed, interest on the Certificates is exempt from taxes imposed by the Utah Individual Income Tax Act. Bond Counsel expresses no opinion with respect to any other taxes imposed by the State of Utah or any political subdivision thereof. Ownership of the Certificates may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Certificates. Prospective purchasers of the Certificates should consult their tax advisors regarding the applicability of any such state and local taxes.

RATINGS

As noted on the cover page of this Official Statement, Moody's Investors Service (*"Moody's"*) has assigned its municipal bond rating of "___" to the Certificates. The rating reflects only the views of the rating agency and an explanation of the significance of the rating may be obtained from the rating agency. There is no assurance that the rating will be retained for any given period of time or that the rating will not be revised downward or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of the rating will be likely to have an adverse effect on the market price of the Certificates.

UNDERWRITING

The Certificates are being purchased by BofA Securities, Inc., acting as the underwriter (the *"Underwriter"*). The Underwriter has agreed, subject to certain conditions, to purchase the Certificates at an aggregate price of $_____, which reflects the principal amount of the Certificates, plus [net] original issue premium of $_____, less an Underwriter's discount of $_____. The Underwriter may offer and sell the Certificates to certain dealers (including dealers depositing Certificates into investment trusts) and others at prices lower than the initial offering prices set forth on the inside cover page hereof, and such initial offering prices may be changed, from time to time, by the Underwriter.

INDEPENDENT AUDITORS

The financial statements of the Board as of and for the year ended June 30, 2025, which appear in APPENDIX B to this Official Statement, have been audited by Squire & Company, PC, Salt Lake City, Utah, independent auditors. Squire has not performed any further review of the Board's financial statements contained in APPENDIX B to this Official Statement since the date of its report.

LEGAL MATTERS

All legal matters incidental to the authorization, issuance and sale of the Certificates by the Board are subject to the approving legal opinion of Bond Counsel, substantially in the form attached hereto as APPENDIX A. Certain legal matters will be passed on for the Underwriter by its legal counsel, Katten Muchin Rosenman LLP. Certain disclosure matters will be passed upon by Chapman and Cutler LLP, as disclosure counsel.

PENDING AND THREATENED LITIGATION

No litigation is pending or, to the knowledge of the Board, threatened in any court or before any administrative body: (1) to restrain or enjoin the issuance or delivery of the Certificates; (2) in any way contesting or affecting the validity of the Certificates, the Primary Lease, the Security Lease, the Appropriation Lease, the Trust Indenture, or the related documents; or (3) that would otherwise affect the ability of the Board to pay the principal of or interest on the Certificates when due. The Board and the District are from time-to-time defendants in various lawsuits arising in the ordinary course of its operation. Currently, there are no pending matters against the Board or the District that the Board expects to have a material adverse impact on the financial condition or operations of the Board or the District or the Certificates.

MUNICIPAL ADVISOR

The Board has utilized the services of Zions Public Finance, Inc. as municipal advisor to the Board (the *"Municipal Advisor"*). The Board has entered into an agreement with the Municipal Advisor whereunder the Municipal Advisor provides financial recommendations and guidance to the Board with respect to preparation for sale of the Certificates, timing of sale, tax–exempt bond

market conditions, costs of issuance and other factors related to the sale of the Certificates. The Municipal Advisor has read and participated in the drafting of certain portions of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the Board, with respect to accuracy and completeness of disclosure of such information, and the Municipal Advisor makes no guaranty, warranty or other representation respecting accuracy and completeness of the Official Statement or any other matter related to the Official Statement.

ADDITIONAL INFORMATION

The references herein to the Primary Lease, the Appropriation Lease, the Security Lease, the Trust Indenture and other documents referred to in this Official Statement are brief summaries of certain provisions. Such outlines do not purport to be complete, and, for full and complete statements of the provisions of the Primary Lease, the Appropriation Lease, and the Trust Indenture, reference is made to the forms of the Primary Lease, the Appropriation Lease, and the Trust Indenture attached as APPENDIX E, APPENDIX F, and APPENDIX G, respectively, to this Official Statement and such other documents.

The agreement with the Owners of the Certificates is fully set forth in the Trust Indenture, and neither any advertisement of the Certificates nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Certificates. So far as any statements are made in this Official Statement involving matters of opinion, estimates or projections, whether or not expressly stated as such, they are intended as such and are not representations of fact. CUSIP identification numbers will be printed on the Certificates, but no error in the printing of such numbers shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for any Certificates. Section headings, table headings and captions are included for convenience only and should not be construed as modifying the text of this Official Statement.

BOARD OF EDUCATION OF BOX ELDER COUNTY
SCHOOL DISTRICT, UTAH

/s/_____
President

APPENDIX A

FORM OF BOND COUNSEL OPINION

(attached)

APPENDIX B

FINANCIAL STATEMENTS

The Board's Auditor has not performed any further review of the Board's general purpose financial statements since the date of the audit contained herein.

(attached)

APPENDIX C

BOOK-ENTRY ONLY SYSTEM

(attached)

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

(attached)

APPENDIX E

FORM OF PRIMARY LEASE

(attached)

APPENDIX F

FORM OF ANNUAL APPROPRIATION LEASE AGREEMENT

(attached)

APPENDIX G

FORM OF ANNUAL APPROPRIATION TRUST INDENTURE

(attached)

Draft
6/5/26

PRIMARY LEASE

between

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH,
as Lessor

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Lessee

Relating to

$[Principal Amount]
Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026

Dated as of [Closing Month] 1, 2026

TABLE OF CONTENTS

SECTION	HEADING	PAGE
SECTION 1.	CONTEMPORANEOUS TRUST INDENTURE AND APPROPRIATION LEASE	2
SECTION 2.	DEFINITIONS	2
SECTION 3.	PRIMARY LEASE	3
SECTION 4.	TERM, POSSESSION AND DISPOSITION	3
Section 4.1.	Term	3
Section 4.2.	Possession	3
Section 4.3.	Disposition	3
SECTION 5.	AUTHORITY TO DEVELOP	3
SECTION 6.	LEASEHOLD INTEREST IN THE FACILITIES	4
SECTION 7.	RENT	4
SECTION 8.	USE; QUIET ENJOYMENT	4
SECTION 9.	EASEMENTS	4
SECTION 10.	REPRESENTATIONS BY THE BOARD	5
Section 10.1.	Authority	5
Section 10.2.	Breach of Terms	5
SECTION 11.	ZONING; BUILDING RESTRICTIONS	5
SECTION 12.	WASTE AND NUISANCE PROHIBITED	5
SECTION 13.	AMENDMENT; RELEASE OF PORTIONS OF FACILITIES	5
SECTION 14.	REMEDIES AND FORBEARANCE; WAIVERS	6
SECTION 15.	COSTS AND ATTORNEY FEES	7
SECTION 16.	COMPLIANCE WITH PUBLIC CONTRACT BOYCOTT RESTRICTIONS	7
SECTION 17.	APPLICABLE LAW	8
SECTION 18.	SEVERABILITY	8

SECTION 19. TIME IS OF THE ESSENCE 8

SECTION 20. RELATIONSHIP OF PARTIES 8

SECTION 21. EXECUTION IN COUNTERPARTS 8

SECTION 22. RECORDING 8

PRIMARY LEASE

THIS PRIMARY LEASE, dated as of [Closing Month] 1, 2026 (the *"Primary Lease"*), by and the BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH, as lessor (the *"Board"*), a duly organized and existing body corporate and a political subdivision of the State of Utah, whose mailing address is 960 South Main Street, Brigham City, Utah 84302 and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as lessee (the *"Bank"*), a national banking association, whose mailing address is 170 South State Street, Suite 200, Salt Lake City, Utah 84101.

WHEREAS, the Board is a local school board of a school district organized and operating under the laws of the State of Utah (the *"State"*) pursuant to Chapter 4, Title 53G (the *"Act"*), of the Utah Code Annotated 1953, as amended (the *"Utah Code"*);

WHEREAS, the Bank is a national banking association, and is entering into this instrument for the purpose of assisting the Board in obtaining financing for certain project costs of the Board as described below;

WHEREAS, pursuant to Section 53G-4-401(4) of the Act, the Board is authorized to take, hold, lease, sell, and convey real and personal property as the interests of the schools may require;

WHEREAS, the Board is the owner of that certain real property located in Box Elder County, Utah, described in Exhibit A hereto (the *"Property"*), and all existing improvements thereon and, in furtherance of the project described below, desires to lease the Property to Bank pursuant to the terms of this Primary Lease (this *"Primary Lease"*);

WHEREAS, in order to provide security for the Certificates (as defined below) during the construction of the Improvements (as defined below), the Board as the owner of that certain real property located in Box Elder County, Utah (the *"Security Property"*), and all existing improvements thereon, described in *Exhibit A* hereto, has agreed to enter into a Security Lease, dated as of [Closing Month] 1, 2026 with the Bank;

WHEREAS, under and pursuant to an Annual Appropriation Trust Indenture, dated as of [Closing Month] 1, 2026 (the *"Trust Indenture"*), by and among the Board, the Bank, and U.S. Bank Trust Company, National Association, as trustee (the *"Trustee"*), the Trustee has determined, at the direction of Bank, to issue certificates of participation to provide funds to finance certain project costs of the Board as described below, which certificates shall be designated the "Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026" and shall be issued in the aggregate principal amount of $[Principal Amount] (the *"Certificates"*);

WHEREAS, the proceeds of the Certificates will be used to finance (a) the costs of preparing, constructing, furnishing, equipping and improving certain real and personal property comprising (i) additions to Discovery Elementary, (ii) a new elementary school in Tremonton and (iii) related facilities on the Property for use by the Board (the *"Improvements"*), and (b) the Costs of Issuance of the Certificates;

WHEREAS, in furtherance of such financing, the Board and the Bank hereby agree to enter into this Primary Lease under the terms of which the Board, as lessor, leases to the Bank, and the Bank, as lessee, leases from the Board, the Property together with the Improvements to be constructed thereon (the Property and the Improvements collectively referred to herein as the *"Facilities"*);

WHEREAS, the Board and the Bank hereby further agree to enter into an Annual Appropriation Lease Agreement, dated as of [Closing Month] 1, 2026 (the *"Appropriation Lease"*), under the terms of which the Bank, as lessor, will lease the Facilities and the Security Property back to the Board, as lessee, and the Board will pay lease payments to Bank in an amount sufficient to pay the principal amount of the Certificates plus interest accrued thereon, and premium, if applicable, as the same become due and payable;

WHEREAS, the Certificates shall be secured by, among other things, the Trust Estate under and as that term is defined in the Trust Indenture; and

WHEREAS, the issuance and delivery of the Certificates and the execution and delivery of this Primary Lease, the Appropriation Lease and the Trust Indenture have been in all respects duly and validly authorized by a resolution or other official action duly adopted by the Board; and all things necessary to make the Certificates, when authenticated by the Trustee, valid and binding legal obligations and to make this Primary Lease a valid and binding agreement and the pledge of the Trust Estate and revenues made in the Trust Indenture to the payment of the principal of, premium, if any, and interest on the Certificates, have been done.

NOW, THEREFORE, for valuable consideration, including the mutual promises of the Board and the Bank set forth in this Primary Lease, the Board and the Bank agree as follows:

SECTION 1. CONTEMPORANEOUS TRUST INDENTURE AND APPROPRIATION LEASE.

This Primary Lease is made and executed contemporaneously with the Trust Indenture and the Appropriation Lease. The Board and the Bank acknowledge that the Board will be subleasing the Facilities from Bank on an annual basis subject to appropriation and renewal by the Board pursuant to the Appropriation Lease and the Bank and the Board intend that there be no merger of the Board's leasehold interest under the Appropriation Lease and its ownership interest so as to cause the cancellation of this Primary Lease. The Board and the Bank further acknowledge that all right, title and interest (but not the obligations) of the Bank under and pursuant to this Primary Lease will be part of the Trust Estate pledged and assigned to the Trustee pursuant to the Trust Indenture and that this Primary Lease shall be subject to the Trust Indenture to the extent, and in the manner, set forth therein.

SECTION 2. DEFINITIONS.

Any capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Trust Indenture.

SECTION 3. PRIMARY LEASE.

The Board has fee simple title to the Property, subject only to the Permitted Encumbrances as described in Exhibit C of the Appropriation Lease (hereinafter referred to as *"Permitted Encumbrances"*). In addition, fee title to the Improvements to be constructed on the Property pursuant to Section 5 hereof, and all additions, alterations and improvements thereto, shall, once constructed, become a part of the Property and shall be and remain in the Board during the term of this Primary Lease, subject to the leasehold interest granted to the Bank hereunder. Title to all personal property pledged as part of the Trust Estate shall be technically held in the Board's name for convenience purposes only and, upon an Event of Default or an Event of Nonrenewal, the disposition of such personal property shall, to the extent permitted by law, be governed by the Uniform Commercial Code as adopted in the State.

On the terms and conditions of this Primary Lease, the Board hereby leases the Facilities to the Bank and the Bank hereby leases the Facilities from the Board, subject to any Permitted Encumbrances.

SECTION 4. TERM, POSSESSION AND DISPOSITION.

Section 4.1. Term. This Primary Lease has a term commencing on the Effective Date and ending _____, 20__, unless sooner terminated in accordance with Section 4.3 hereof, or for such longer period until the Certificates are no longer Outstanding and shall have been fully paid and retired, but not exceeding forty (40) years (the *"Term"*).

Section 4.2. Possession. Subject to the Appropriation Lease, the Bank shall have quiet and peaceable possession and enjoyment of the Facilities during the Term.

Section 4.3. Disposition. If the Certificates shall have been fully paid and retired or provision for such payment shall have been made as provided in the Trust Indenture, and all other expenses or sums to which the Bank is entitled under this Primary Lease, the Appropriation Lease and the Trust Indenture have been paid, this Primary Lease shall automatically expire without action of the parties; *provided however*, the Bank agrees to execute an instrument evidencing expiration and/or termination of this Primary Lease. If the Appropriation Lease is terminated based on an Event of Default or an Event of Nonrenewal, the Bank shall be entitled to exclusive possession and use of the Facilities until the remaining Term of this Primary Lease expires. Upon completion of any Option to Purchase and notice to the Bank as provided for in Article XI of the Appropriation Lease, and so long as the Certificates are no longer Outstanding, this Primary Lease shall automatically expire without further action of the parties.

SECTION 5. AUTHORITY TO DEVELOP.

The Board shall, in accordance with its appointment pursuant to Section 4.1 of the Appropriation Lease, undertake the design and construction of the Improvements; *provided* the Board may contract with one or more parties including, without limitation, _____, to manage design, development and construction of the Improvements. The Board may raze, demolish and remove, in whole or in part, any existing improvements on the Property and construct the

Improvements thereon, and make such repair, addition, alteration and improvement thereto as the Board may deem desirable. The Board shall not permit any lien to stand against the Facilities for work done or materials furnished by or on behalf of the Bank, *provided* that the Board may contest the validity of such lien, but upon a final determination of the validity thereof, the Board shall cause the lien to be satisfied and released of record.

SECTION 6. LEASEHOLD INTEREST IN THE FACILITIES.

Until termination or expiration of this Primary Lease, a leasehold interest in the Facilities shall be vested in the Bank and as such leasehold interest is assigned by the Bank to the Trustee under the Trust Indenture. The Board shall, at its own expense, furnish to the Bank an original leasehold owner's policy of title insurance (extended coverage) issued of even date herewith in an amount not less than $[Principal Amount] showing that "U.S. Bank Trust Company, National Association, as Lessee, and U.S. Bank Trust Company, National Association, as Trustee under the Trust Indenture," have valid leasehold interests in the Facilities, as their interests may appear of record, subject only to Permitted Encumbrances, with the title policy endorsements required by the Trustee, if any, in connection with the issuance and sale of the Certificates.

SECTION 7. RENT.

During the Initial Term and all Renewal Terms of the Appropriation Lease, no rent shall be payable from the Bank to the Board for the use and enjoyment of the Facilities pursuant to this Primary Lease. The Bank and the Board acknowledge and agree that the mutual promises and covenants contained herein constitute good and valuable consideration for entering into this Primary Lease.

SECTION 8. USE; QUIET ENJOYMENT.

So long as the Board's rights of use and enjoyment of the Facilities under the Appropriation Lease are not diminished or adversely affected, the Bank may use the Facilities for any lawful purposes and, subject to the Permitted Encumbrances and the Board's interests under the Appropriation Lease, the Board covenants that the Bank shall have the peaceful and quiet enjoyment of the Facilities for the Term of this Primary Lease.

SECTION 9. EASEMENTS.

If the Appropriation Lease is terminated based on an Event of Default or an Event of Nonrenewal, the Board shall, at the Bank's request or as may be reasonably necessary, grant to public entities or public service corporations or to the Bank non-exclusive easements, licenses and/or rights-of-way on or over the Property and adjacent property owned by the Board for the purposes set forth below in this Section 9; *provided however,* no such easement, license or right-of-way shall unreasonably interfere with the Board's operation of the Board's facilities:

(A) Utility services including telephone, internet and technology, electricity, water, sanitary sewer, storm sewers, site drainage and for other utilities and municipal or special district services necessary or appropriate to serve the Facilities;

(B) Ingress and egress to and from the Facilities; and

(C) Employee, service and public parking sufficient for proper operation of the Facilities.

SECTION 10. REPRESENTATIONS BY THE BOARD.

The Board represents and warrants that:

Section 10.1. Authority. The Board is a local school board of a school district and a duly organized and existing body corporate and a political subdivision of the State and is authorized to enter into the transactions contemplated by this Primary Lease and to carry out its obligations hereunder and has duly authorized the execution and delivery of this Primary Lease.

Section 10.2. Breach of Terms. Neither the execution and delivery of this Primary Lease, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Primary Lease, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Board is now a party or by which it is bound or constitutes a default under any of the foregoing or results in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Board under the terms of any instrument or agreement.

SECTION 11. ZONING; BUILDING RESTRICTIONS.

This Primary Lease is subject to all applicable zoning ordinances and restrictions and all limitations of record and is subject to any and all easements for public utilities which may be of record. The Board warrants that, to the best knowledge of the Board, such ordinances, restrictions, limitations, and easements do not prevent the use of the Facilities as provided for in the Appropriation Lease.

SECTION 12. WASTE AND NUISANCE PROHIBITED.

The Bank shall not commit, or suffer to be committed, any nuisance or waste on the Facilities.

SECTION 13. AMENDMENT; RELEASE OF PORTIONS OF FACILITIES.

(a) Notwithstanding any other provision of this Primary Lease, and subject to the terms of the Trust Indenture, the parties hereto reserve the right at any time and from time to time to amend this Primary Lease for the purpose of effecting the release of and removal from this Primary

Lease and the leasehold estate created hereby (i) any part (or interest in such part) of the Facilities with respect to which the Board proposes to grant an easement to a railroad, public utility or public body in order that railroad, utility services or roads may be provided for the Facilities, or (ii) any unimproved part of the Facilities which the Board requests to be released from this Primary Lease and the leasehold estate created hereby; *provided* that there shall be deposited with the Trustee the following:

(A) a copy of the said amendment as executed;

(B) a resolution or other official action of the Board (I) stating that the Board is not in default under any of the provisions of the Trust Indenture, (II) giving an adequate legal description of that portion of the Facilities to be released, (III) stating the purpose for which the Board desires the release, (IV) requesting such release and approving the amendment of this Primary Lease, and (V) stating that the Board is not in default under this Primary Lease or the Appropriation Lease;

(C) if applicable, a copy of the instrument granting the easement; and

(D) a certificate of the Consulting Architect, dated not more than sixty (60) days prior to the date of the release stating that (I) the portion of the Facilities proposed to be released is necessary or desirable in order to obtain railroad, utility services or roads to benefit the Facilities or is not otherwise needed for the operation of the Facilities for the purposes hereinabove stated and (II) the release proposed to be made will not impair the usefulness of the Facilities and will not destroy the means of ingress thereto or egress therefrom.

Any consideration received by the Board in connection with the foregoing shall be retained by the Board. No conveyance or release effected under the provisions of this Section shall entitle the Board to any abatement, postponement or diminution of the amounts payable under Section 5.3 of the Appropriation Lease.

(b) Except as provided by this Section 13, the Appropriation Lease or the Trust Indenture, this Primary Lease may not be amended, changed, modified or altered without the written consent of the Bank and the Board, or terminated prior to the expiration of the Term hereof unless the Lease Payments under the Appropriation Lease have been paid in full or provision has been made for payment thereof in accordance with the provisions of the Trust Indenture.

SECTION 14. REMEDIES AND FORBEARANCE; WAIVERS.

No delay or omission on the part of the Board or the Bank to exercise any right or power granted herein shall impair any such right or power nor shall such delay or omission be construed as a waiver thereof, and every such right or power may nevertheless be exercised.

SECTION 15. COSTS AND ATTORNEY FEES.

To the extent allowed by law, in the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the United States bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Primary Lease or with respect to any dispute relating to this Primary Lease, the prevailing party shall be entitled to recover from the losing party its reasonable attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith; *provided, however,* that the Bank shall in no event be liable for any attorneys' fees under this Primary Lease except to the extent such attorneys' fees are incurred as a result of the Bank's willful misconduct or gross negligence. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

SECTION 16. COMPLIANCE WITH PUBLIC CONTRACT BOYCOTT RESTRICTIONS.

The Bank hereby certifies and agrees that:

(a) the Bank is not currently engaged in (i) a boycott of the State of Israel; or (ii) an economic boycott;

(b) the Bank agrees not to engage in a boycott of the State of Israel for the duration of such contract; and

(c) the Bank agrees to notify the Issuer in writing if the Bank begins engaging in an economic boycott (which notice may be grounds for termination of the contract).

For purposes of this certification:

(a) *"Boycott action"* means refusing to deal, terminating business activities, or limiting commercial relations.

(b) *"Boycott of the State of Israel"* means engaging in a boycott action targeting (i) the State of Israel; and (ii)(A) companies or individuals doing business in or with the State of Israel; or (B) companies authorized by, licensed by, or organized under the laws of the State of Israel to do business.

(c) *"Boycotted company"* means a company that (i) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (ii) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (iii) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements; or (iv) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures.

(d) *"Economic boycott"* means, without an ordinary business purpose (i) engaging in a boycott action targeting (A) a boycotted company; or (B) another company because the company does business with a boycotted company; or (ii) taking an action intended to penalize, inflict economic harm to, or change or limit the activities of (A) a boycotted company; or (B) another company because the company does business with a boycotted company.

Certain other terms used herein and not otherwise defined have the meanings assigned such terms in Section 63G-27-102 of the Utah Code. At the request of the Board, the Bank agrees to execute such further written certification as may be deemed necessary or convenient for the Board to establish compliance with Title 63G, Chapter 27 of the Utah Code.

SECTION 17. APPLICABLE LAW.

This Primary Lease shall be governed by, and construed in accordance with, the laws of the State.

SECTION 18. SEVERABILITY.

In the event any provision of this Primary Lease shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Primary Lease.

SECTION 19. TIME IS OF THE ESSENCE.

The time of the performance of all of the covenants, conditions, and agreements of this Primary Lease is of the essence.

SECTION 20. RELATIONSHIP OF PARTIES.

Nothing herein shall be construed so as to constitute a joint venture, partnership or loan between the Board and the Bank.

SECTION 21. EXECUTION IN COUNTERPARTS.

This Primary Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 22. RECORDING.

The Board shall cause this Primary Lease and every assignment and modification hereof or an appropriate and sufficient memorandum thereof to be recorded in the office of the recorder of Box Elder County, Utah.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Board and the Bank have caused this Primary Lease to be executed by their duly authorized officers effective the date first above written.

LESSOR:

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH,
as Lessor

By: _____
Name: _____
President

ATTEST:

By _____
Neil Stevens
Business Administrator

LESSEE:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Lessee

By: _____
Name: _____
Title: _____

STATE OF UTAH)
) ss.
County of Box Elder)

On this _____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared _____ and Neil Stevens, known or identified to me to be the President of the Board of Education of Box Elder School District, Utah, and the Business Administrator of the Box Elder School District, Utah, the entity that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for Utah
Residing at _____
My commission expires _____

STATE OF UTAH)
) ss.
County of Salt Lake)

On this _____ day November, 2025, before me, a Notary Public in and for said State, personally appeared [Laurel R. Bailey], known or identified to me to be a [Vice President] of U.S. Bank Trust Company, National Association, the entity that executed the within instrument, or the person who executed the instrument behalf of said entity, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for Utah
Residing at _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Draft
6/5/26

SECURITY LEASE

between

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH,
as Lessor

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Lessee

Relating to

$[Principal Amount]
Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026

Dated as of [Closing Month] 1, 2026

TABLE OF CONTENTS

SECTION	HEADING	PAGE
SECTION 1.	CONTEMPORANEOUS TRUST INDENTURE AND APPROPRIATION LEASE	2
SECTION 2.	DEFINITIONS	2
SECTION 3.	SECURITY LEASE	2
SECTION 4.	TERM, POSSESSION AND DISPOSITION	3
Section 4.1.	Term	3
Section 4.2.	Possession	3
Section 4.3.	Disposition	3
SECTION 5.	{RESERVED}	3
SECTION 6.	LEASEHOLD INTEREST IN THE SECURITY FACILITIES	3
SECTION 7.	RENT	4
SECTION 8.	USE; QUIET ENJOYMENT	4
SECTION 9.	EASEMENTS	4
SECTION 10.	REPRESENTATIONS BY THE BOARD	4
Section 10.1.	Authority	4
Section 10.2.	Breach of Terms	5
SECTION 11.	ZONING; BUILDING RESTRICTIONS	5
SECTION 12.	WASTE AND NUISANCE PROHIBITED	5
SECTION 13.	AMENDMENT; RELEASE OF PORTIONS OF FACILITIES	5
SECTION 14.	REMEDIES AND FORBEARANCE; WAIVERS	6
SECTION 15.	COSTS AND ATTORNEY FEES	6
SECTION 16.	COMPLIANCE WITH PUBLIC CONTRACT BOYCOTT RESTRICTIONS	6
SECTION 17.	APPLICABLE LAW	7
SECTION 18.	SEVERABILITY	8

SECTION 19. TIME IS OF THE ESSENCE 8

SECTION 20. RELATIONSHIP OF PARTIES 8

SECTION 21. EXECUTION IN COUNTERPARTS 8

SECTION 22. RECORDING 8

SECURITY LEASE

THIS SECURITY LEASE, dated as of [Closing Month] 1, 2026 (the *"Security Lease"*), by and the BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH, as lessor (the *"Board"*), a duly organized and existing body corporate and a political subdivision of the State of Utah, whose mailing address is 960 South Main Street, Brigham City, Utah 84302 and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as lessee (the *"Bank"*), a national banking association, whose mailing address is 170 South State Street, Suite 200, Salt Lake City, Utah 84101.

WHEREAS, the Board is a local school board of a school district organized and operating under the laws of the State of Utah (the *"State"*) pursuant to Chapter 4, Title 53G (the *"Act"*), of the Utah Code Annotated 1953, as amended (the *"Utah Code"*);

WHEREAS, the Bank is a national banking association, and is entering into this instrument for the purpose of assisting the Board in obtaining financing for certain project costs of the Board as described below;

WHEREAS, pursuant to Section 53G-4-401(4) of the Act, the Board is authorized to take, hold, lease, sell, and convey real and personal property as the interests of the schools may require;

WHEREAS, the Board is the owner of that certain real property located in Box Elder County, Utah (the *"Property"*), and all existing improvements thereon and, in furtherance of the project described below, desires to lease the Property to Bank pursuant to the terms of this Primary Lease (this *"Primary Lease"*);

WHEREAS, under and pursuant to an Annual Appropriation Trust Indenture, dated as of [Closing Month] 1, 2026 (the *"Trust Indenture"*), by and among the Board, the Bank, and U.S. Bank Trust Company, National Association, as trustee (the *"Trustee"*), the Trustee has determined, at the direction of Bank, to issue certificates of participation to provide funds to finance certain project costs of the Board as described below, which certificates shall be designated the "Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026" and shall be issued in the aggregate principal amount of $[Principal Amount] (the *"Certificates"*);

WHEREAS, the proceeds of the Certificates will be used to finance (a) the costs of preparing, constructing, furnishing, equipping and improving certain real and personal property comprising (i) additions to Discovery Elementary, (ii) a new elementary school in Tremonton and (iii) related facilities on the Property for use by the Board (the *"Improvements"*), and (b) the Costs of Issuance of the Certificates;

WHEREAS, in furtherance of such financing, the Board and the Bank have agreed to enter into the Primary Lease under the terms of which the Board, as lessor, leases to the Bank, and the Bank, as lessee, leases from the Board, the Property together with the Improvements to be constructed thereon (the Property and the Improvements collectively referred to herein as the *"Facilities"*);

WHEREAS, in order to provide security for the Certificates during the construction of the Improvements, the Board as the owner of that certain real property located in Box Elder County, Utah, described in *Exhibit A* hereto (the *"Security Property"*), and all existing improvements thereon, desires to enter into this Security Lease with the Bank;

WHEREAS, the Board and the Bank hereby further agree to enter into an Annual Appropriation Lease Agreement, dated as of [Closing Month] 1, 2026 (the *"Appropriation Lease"*), under the terms of which the Bank, as lessor, will lease the Facilities and the Security Property back to the Board, as lessee, and the Board will pay lease payments to Bank in an amount sufficient to pay the principal amount of the Certificates plus interest accrued thereon, and premium, if applicable, as the same become due and payable;

WHEREAS, the Certificates shall be secured by, among other things, the Trust Estate under and as that term is defined in the Trust Indenture; and

WHEREAS, the issuance and delivery of the Certificates and the execution and delivery of the Primary Lease, this Security Lease, the Appropriation Lease and the Trust Indenture have been in all respects duly and validly authorized by a resolution or other official action duly adopted by the Board; and all things necessary to make the Certificates, when authenticated by the Trustee, valid and binding legal obligations and to make this Security Lease a valid and binding agreement and the pledge of the Trust Estate and revenues made in the Trust Indenture to the payment of the principal of, premium, if any, and interest on the Certificates, have been done.

NOW, THEREFORE, for valuable consideration, including the mutual promises of the Board and the Bank set forth in this Security Lease, the Board and the Bank agree as follows:

SECTION 1. CONTEMPORANEOUS TRUST INDENTURE AND APPROPRIATION LEASE.

This Security Lease is made and executed contemporaneously with the Primary Lease, the Trust Indenture and the Appropriation Lease. The Board and the Bank acknowledge that all right, title and interest (but not the obligations) of the Bank under and pursuant to this Security Lease will be part of the Trust Estate pledged and assigned to the Trustee pursuant to the Trust Indenture and that this Security Lease shall be subject to the Trust Indenture to the extent, and in the manner, set forth therein.

SECTION 2. DEFINITIONS.

Any capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Trust Indenture.

SECTION 3. SECURITY LEASE.

The Board has fee simple title to the Security Property, subject only to the Permitted Encumbrances as described in [*Exhibit C* of the Appropriation Lease (hereinafter referred to as *"Permitted Encumbrances"*), to the improvements on the Security Property and all additions,

alterations and improvements thereto (collectively, the *"Security Facilities"*), and shall be and remain in the Board during the term of this Security Lease, subject to the leasehold interest granted to the Bank hereunder. Title to all personal property pledged as part of the Trust Estate shall be technically held in the Board's name for convenience purposes only and, upon an Event of Default or an Event of Nonrenewal, the disposition of such personal property shall, to the extent permitted by law, be governed by the Uniform Commercial Code as adopted in the State.

On the terms and conditions of this Security Lease, the Board hereby leases the Security Facilities to the Bank and the Bank hereby leases the Security Facilities from the Board, subject to any Permitted Encumbrances.

SECTION 4. TERM, POSSESSION AND DISPOSITION.

Section 4.1. Term. This Security Lease has a term commencing on the Effective Date and ending _____, 20__, unless sooner terminated in accordance with Section 4.3 hereof, or for such longer period until the Certificates are no longer Outstanding and shall have been fully paid and retired, but not exceeding forty (40) years (the *"Term"*).

Section 4.2. Possession. The Bank shall have quiet and peaceable possession and enjoyment of the Facilities during the Term.

Section 4.3. Disposition. Upon completion and occupation of the Facilities by the Board, this Security Lease shall automatically expire without action of the parties; *provided however*, the Bank agrees to execute an instrument evidencing expiration and/or termination of this Security Lease. If, prior to completion and occupation of the Facilities by the Board, the Appropriation Lease is terminated based on an Event of Default or an Event of Nonrenewal, the Bank shall be entitled to exclusive possession and use of the Securities Facilities until the remaining Term of this Security Lease expires. In the event that the Certificates are no longer Outstanding, this Security Lease shall automatically expire without further action of the parties.

SECTION 5. {RESERVED}.

SECTION 6. LEASEHOLD INTEREST IN THE SECURITY FACILITIES.

Until termination or expiration of this Security Lease, a leasehold interest in the Security Facilities shall be vested in the Bank and as such leasehold interest is assigned by the Bank to the Trustee under the Trust Indenture. The Board shall, at its own expense, furnish to the Bank an original leasehold owner's policy of title insurance (extended coverage) issued of even date herewith in an amount not less than $[Principal Amount] showing that "U.S. Bank Trust Company, National Association, as Lessee, and U.S. Bank Trust Company, National Association, as Trustee under the Trust Indenture," have valid leasehold interests in the Security Facilities, as their interests may appear of record, subject only to Permitted Encumbrances, with the title policy endorsements required by the Trustee, if any, in connection with the issuance and sale of the Certificates.

SECTION 7. RENT.

During the Initial Term and all Renewal Terms of the Appropriation Lease, no rent shall be payable from the Bank to the Board for the use and enjoyment of the Security Facilities pursuant to this Security Lease. The Bank and the Board acknowledge and agree that the mutual promises and covenants contained herein constitute good and valuable consideration for entering into this Security Lease.

SECTION 8. USE; QUIET ENJOYMENT.

So long as the Board's rights of use and enjoyment of the Securities Facilities under the Appropriation Lease are not diminished or adversely affected, the Bank may use the Security Facilities for any lawful purposes and, subject to the Permitted Encumbrances and the Board's interests under the Appropriation Lease, the Board covenants that the Bank shall have the peaceful and quiet enjoyment of the Security Facilities for the Term of this Security Lease.

SECTION 9. EASEMENTS.

If, prior to completion and occupation of the Facilities by the Board, the Appropriation Lease is terminated based on an Event of Default or an Event of Nonrenewal, the Board shall, at the Bank's request or as may be reasonably necessary, grant to public entities or public service corporations or to the Bank non-exclusive easements, licenses and/or rights-of-way on or over the Security Property and adjacent property owned by the Board for the purposes set forth below in this Section 9; *provided however,* no such easement, license or right-of-way shall unreasonably interfere with the Board's operation of the Board's facilities:

(A) Utility services including telephone, internet and technology, electricity, water, sanitary sewer, storm sewers, site drainage and for other utilities and municipal or special district services necessary or appropriate to serve the Security Facilities;

(B) Ingress and egress to and from the Security Facilities; and

(C) Employee, service and public parking sufficient for proper operation of the Security Facilities.

SECTION 10. REPRESENTATIONS BY THE BOARD.

The Board represents and warrants that:

Section 10.1. Authority. The Board is a local school board of a school district and a duly organized and existing body corporate and a political subdivision of the State and is authorized to enter into the transactions contemplated by this Security Lease and to carry out its obligations hereunder and has duly authorized the execution and delivery of this Security Lease.

Section 10.2. Breach of Terms. Neither the execution and delivery of this Security Lease, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Security Lease, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Board is now a party or by which it is bound or constitutes a default under any of the foregoing or results in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Board under the terms of any instrument or agreement.

SECTION 11. ZONING; BUILDING RESTRICTIONS.

This Security Lease is subject to all applicable zoning ordinances and restrictions and all limitations of record and is subject to any and all easements for public utilities which may be of record. The Board warrants that, to the best knowledge of the Board, such ordinances, restrictions, limitations, and easements do not prevent the use of the Security Facilities as provided for in the Appropriation Lease.

SECTION 12. WASTE AND NUISANCE PROHIBITED.

The Bank shall not commit, or suffer to be committed, any nuisance or waste on the Security Facilities.

SECTION 13. AMENDMENT; RELEASE OF PORTIONS OF FACILITIES.

(a) Notwithstanding any other provision of this Security Lease, and subject to the terms of the Trust Indenture, the parties hereto reserve the right at any time and from time to time to amend this Security Lease for the purpose of effecting the release of and removal from this Security Lease and the leasehold estate created hereby (i) any part (or interest in such part) of the Security Facilities with respect to which the Board proposes to grant an easement to a railroad, public utility or public body in order that railroad, utility services or roads may be provided for the Facilities, or (ii) any unimproved part of the Security Facilities which the Board requests to be released from this Security Lease and the leasehold estate created hereby; *provided* that there shall be deposited with the Trustee the following:

(A) a copy of the said amendment as executed;

(B) a resolution or other official action of the Board (I) stating that the Board is not in default under any of the provisions of the Trust Indenture, (II) giving an adequate legal description of that portion of the Security Facilities to be released, (III) stating the purpose for which the Board desires the release, (IV) requesting such release and approving the amendment of this Security Lease, and (V) stating that the Board is not in default under this Security Lease or the Appropriation Lease;

(C) if applicable, a copy of the instrument granting the easement; and

(D) a certificate of the Consulting Architect, dated not more than sixty (60) days prior to the date of the release stating that (I) the portion of the Security Facilities proposed to be released is necessary or desirable in order to obtain railroad, utility services or roads to benefit the Security Facilities or is not otherwise needed for the operation of the Security Facilities for the purposes hereinabove stated and (II) the release proposed to be made will not impair the usefulness of the Security Facilities and will not destroy the means of ingress thereto or egress therefrom.

Any consideration received by the Board in connection with the foregoing shall be retained by the Board. No conveyance or release effected under the provisions of this Section shall entitle the Board to any abatement, postponement or diminution of the amounts payable under Section 5.3 of the Appropriation Lease.

(b) Except as provided by this Section 13, the Appropriation Lease or the Trust Indenture, this Security Lease may not be amended, changed, modified or altered without the written consent of the Bank and the Board, or terminated prior to the expiration of the Term hereof unless the Lease Payments under the Appropriation Lease have been paid in full or provision has been made for payment thereof in accordance with the provisions of the Trust Indenture.

SECTION 14. REMEDIES AND FORBEARANCE; WAIVERS.

No delay or omission on the part of the Board or the Bank to exercise any right or power granted herein shall impair any such right or power nor shall such delay or omission be construed as a waiver thereof, and every such right or power may nevertheless be exercised.

SECTION 15. COSTS AND ATTORNEY FEES.

To the extent allowed by law, in the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the United States bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Security Lease or with respect to any dispute relating to this Security Lease, the prevailing party shall be entitled to recover from the losing party its reasonable attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith; *provided, however,* that the Bank shall in no event be liable for any attorneys' fees under this Security Lease except to the extent such attorneys' fees are incurred as a result of the Bank's willful misconduct or gross negligence. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

SECTION 16. COMPLIANCE WITH PUBLIC CONTRACT BOYCOTT RESTRICTIONS.

The Bank hereby certifies and agrees that:

(a) the Bank is not currently engaged in (i) a boycott of the State of Israel; or (ii) an economic boycott;

(b) the Bank agrees not to engage in a boycott of the State of Israel for the duration of such contract; and

(c) the Bank agrees to notify the Issuer in writing if the Bank begins engaging in an economic boycott (which notice may be grounds for termination of the contract).

For purposes of this certification:

(a) *"Boycott action"* means refusing to deal, terminating business activities, or limiting commercial relations.

(b) *"Boycott of the State of Israel"* means engaging in a boycott action targeting (i) the State of Israel; and (ii)(A) companies or individuals doing business in or with the State of Israel; or (B) companies authorized by, licensed by, or organized under the laws of the State of Israel to do business.

(c) *"Boycotted company"* means a company that (i) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (ii) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (iii) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements; or (iv) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures.

(d) *"Economic boycott"* means, without an ordinary business purpose (i) engaging in a boycott action targeting (A) a boycotted company; or (B) another company because the company does business with a boycotted company; or (ii) taking an action intended to penalize, inflict economic harm to, or change or limit the activities of (A) a boycotted company; or (B) another company because the company does business with a boycotted company.

Certain other terms used herein and not otherwise defined have the meanings assigned such terms in Section 63G-27-102 of the Utah Code. At the request of the Board, the Bank agrees to execute such further written certification as may be deemed necessary or convenient for the Board to establish compliance with Title 63G, Chapter 27 of the Utah Code.

SECTION 17. APPLICABLE LAW.

This Security Lease shall be governed by, and construed in accordance with, the laws of the State.

SECTION 18. SEVERABILITY.

In the event any provision of this Security Lease shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Security Lease.

SECTION 19. TIME IS OF THE ESSENCE.

The time of the performance of all of the covenants, conditions, and agreements of this Security Lease is of the essence.

SECTION 20. RELATIONSHIP OF PARTIES.

Nothing herein shall be construed so as to constitute a joint venture, partnership or loan between the Board and the Bank.

SECTION 21. EXECUTION IN COUNTERPARTS.

This Security Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 22. RECORDING.

The Board shall cause this Security Lease and every assignment and modification hereof or an appropriate and sufficient memorandum thereof to be recorded in the office of the recorder of Box Elder County, Utah.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Board and the Bank have caused this Security Lease to be executed by their duly authorized officers effective the date first above written.

LESSOR:

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH,
as Lessor

By: _____
Name: _____
President

ATTEST:

By _____
Neil Stevens
Business Administrator

LESSEE:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Lessee

By: _____
Name: _____
Title: _____

STATE OF UTAH)
) ss.
County of Box Elder)

On this _____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared _____ and Neil Stevens, known or identified to me to be the President of the Board of Education of Box Elder School District, Utah, and the Business Administrator of the Box Elder School District, Utah, the entity that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for Utah
Residing at _____
My commission expires _____

STATE OF UTAH)
) ss.
County of Salt Lake)

On this _____ day November, 2025, before me, a Notary Public in and for said State, personally appeared [Laurel R. Bailey], known or identified to me to be a [Vice President] of U.S. Bank Trust Company, National Association, the entity that executed the within instrument, or the person who executed the instrument behalf of said entity, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for Utah
Residing at _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF THE SECURITY PROPERTY

A RESOLUTION ADOPTED BY THE BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH, AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN LEASES, AGREEMENTS AND DOCUMENTS REQUIRED IN CONNECTION WITH THE LEASING OF CERTAIN PROPERTY AND IMPROVEMENTS; APPROVING CERTIFICATES OF PARTICIPATION IN AN AMOUNT NOT TO EXCEED $55,000,000 THAT EVIDENCE INTERESTS IN ANNUALLY APPROPRIATED LEASE PAYMENTS TO BE MADE BY THE BOARD; APPROVING THE CURRENT PLANS, SPECIFICATIONS AND ESTIMATED COSTS OF CERTAIN NEW IMPROVEMENTS THAT WILL BE FINANCED USING INTERESTS IN SUCH LEASE PAYMENTS; GIVING AUTHORITY TO CERTAIN OFFICERS TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE AGREEMENT AND DOCUMENTS WITHIN THE PARAMETERS SET FORTH HEREIN; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the Board of Education (the *"Board"*) of Box Elder School District, Utah (the *"District"*), is a local school board of a school district and a duly organized and existing body corporate and a political subdivision of the State of Utah (the *"State"*) pursuant to Chapter 4, Title 53G (the *"Act"*), of the Utah Code Annotated 1953, as amended (the *"Utah Code"*);

WHEREAS, pursuant to Section 53G-4-401(4) of the Act, the Board is authorized to take, hold, lease, sell, and convey real and personal property as the interests of the schools may require;

WHEREAS, the Board is the owner of that certain real property located in Box Elder County, Utah (the *"Property"*), and all existing improvements thereon and, in furtherance of the project described below, desires to enter into one or more Primary Leases (the *"Primary Lease"*) with U.S. Bank Trust Company, National Association, as bank (the *"Bank"*) in substantially the form attached hereto as *Exhibit A*;

WHEREAS, under and pursuant to an Annual Appropriation Trust Indenture (the *"Trust Indenture"*) by and among the Board, the Bank, and U.S. Bank Trust Company, National Association, as trustee (the *"Trustee*), in substantially the form attached hereto as *Exhibit B*, pursuant to which certificates of participation (the *"Certificates"*) will be issued to provide funds to finance certain project costs of the Board as described below, which Certificates shall be issued in the aggregate principal amount of not to exceed $55,000,000;

WHEREAS, the Board has determined that it is in the best interest of the District and the residents of the District, that the Bank use the proceeds of the Certificates to finance (a) the costs of preparing, constructing, furnishing, equipping and improving certain real and personal property comprising (i) additions to Discovery Elementary, (ii) a new elementary school in Tremonton and (iii) related facilities on the Property for use by the Board (collectively, the *"Improvements"*), and (b) the Costs of Issuance of the Certificates;

WHEREAS, pursuant to the Primary Lease, the Board, as lessor, will lease to the Bank, as lessee, the Property together with the Improvements to be constructed thereon (the Property and Improvements collectively referred to herein as the *"Facilities"*);

WHEREAS, in order to provide security for the Certificates during the construction of the Improvements, the Board as the owner of that certain real property located in Box Elder County, Utah (the *"Security Property"*), and all existing improvements thereon, desires to enter into one or more Security Leases with the Bank (the *"Security Lease"*), in substantially the form attached hereto as *Exhibit C*;

WHEREAS, the Board and the Bank desire to enter into an Annual Appropriation Lease Agreement (the *"Lease Agreement"*), in substantially the form attached hereto as *Exhibit D*, under the terms of which the Bank, as lessor, will lease the Facilities and the Security Property back to the Board, as lessee, and the Board will pay lease payments in an amount sufficient to pay the principal, premium, if any, and interest on the Certificates as the same become due and payable (the *"Lease Payments"*);

WHEREAS, the Certificates shall be secured by, among other things, the Trust Estate, which consists, among other things of the Lease Payments made by the Board under the Lease Agreement, as further described in the Trust Indenture;

WHEREAS, the Board will agree, as agent of the Bank pursuant to that certain Construction Agency Agreement (the *"Construction Agency Agreement"*), the form of which is attached hereto as *Exhibit E*, to construct or to cause the construction of the Improvements as provided therein and in the Lease Agreement;

WHEREAS, in connection with the marketing of the Certificates there will be prepared and distributed a Preliminary Official Statement and an Official Statement (collectively, the *"Official Statement"*), each in substantially the form of the Preliminary Official Statement attached hereto as *Exhibit F*;

WHEREAS, the Business Administrator of the District (the *"Business Administrator"*) has presented to the Board at this meeting the proposed form of each of the following agreements: (a) the Primary Lease, (b) the Trust Indenture, (c) the Lease Agreement, (d) the Construction Agency Agreement, (e) the Security Lease and (f) the Official Statement;

WHEREAS, the Board estimates that the total cost of the Improvements will be approximately $53,600,000; and

WHEREAS, in the opinion of the Board, it is in the best interests of the Board that the Business Administrator, or, in the event of the absence or incapacity of the Business Administrator, the Superintendent of the Board, or in the event of the absence or incapacity of both the Business Administrator and the Superintendent of the Board, the President (the *"Board Designated Officer"*) be authorized to approve the final Lease Payments under and the final terms and provisions of the Lease Agreement and to execute a Certificate of Approval, in substantially the form attached hereto as *Exhibit G*, containing such payments, terms and provisions;

NOW, THEREFORE, it is hereby resolved by the Board of Education of Box Elder School District, Utah, as follows;

Section 1. Definitions. Certain words and phrases are defined in the preambles hereto. Unless otherwise defined herein, all words and phrases defined in Article I of the Trust Indenture shall have the same meaning when used in this Resolution. In addition, the following words and phrases as used in this Resolution shall have the following meanings unless the context clearly indicates another or different meaning or intent:

"Board" shall mean the Board of Education Box Elder School District, Utah, a duly organized and existing body corporate and a political subdivision of the State of Utah (the *"State"*), and any public body or public corporation succeeding to its rights and obligations under any of the Operative Agreements.

"Operative Agreements" shall mean, collectively, the Primary Lease, the Trust Indenture, the Lease Agreement, the Construction Agency Agreement, the Security Lease and any necessary bond purchase agreement or other similar document providing for the sale of the Certificates to the initial purchaser or underwriter thereof (the *"Purchaser"*).

"Tax Certificate" shall mean any agreement or certificate of the Board which the Board may execute in order to establish the status of interest on the Certificates as exempt from federal taxation under the Code.

Section 2. Approval of the Improvements and Certificates. The Board hereby approves the acquisition and construction of the Improvements by the Bank on the Property for lease to the Board and approves to the issuance and sale of the Certificates that are secured by Lease Payments made by the Board under the Lease Agreement, *provided* that the Lease Payments shall have terms acceptable to the Board Designated Officer in accordance with the parameters set forth in this Resolution.

Section 3. Lease Payment Details; Delegation of Authority. (a) Except as otherwise specified in the Certificate of Approval, the Lease Payments shall be payable semiannually on May 15 and November 15 of each year (or such other date or dates as are identified in the Certificate of Approval), beginning on the date or dates specified in the Certificate of Approval, at the rates per annum as provided in the Certificate of Approval.

(b) There is hereby delegated to the Board Designated Officer, subject to the limitations contained in this Resolution, the power to approve the following with respect to the Lease Payments and the Board Designated Officer is hereby authorized to approve or agree to on behalf of the Board:

(i) the total principal component of the Lease Payments shall not exceed $55,000,000 and the principal component of each lease payment to be made by the Board;

(ii) the final lease payment date; *provided, however*, that the final lease payment dated shall not be more than 21 years after the issuance of the Certificates;

(iii) the interest component of each lease payment, which may be based on the interest rate or rate applicable to the Certificates; *provided, however*, that the interest rate or rates to be borne by the Certificates shall not exceed 6.00% per annum;

(iv) to the extent necessary, the sale of the Certificates to the Purchaser thereof and the purchase price to be paid by the Purchaser for the Certificates; *provided*, *however*, that the discount from par of the Certificates shall not exceed 2.00% (expressed as a percentage of the principal amount);

(v) the portion of the Lease Payments that constitute mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the optional purchase and corresponding redemption provisions for the Certificates, the corresponding optional purchase price(s) and the date the Improvements are first subject to optional purchase as provided in the Operative Agreements;

(vii) the use and deposit of the proceeds of the Certificates, including capitalized interest, if any; and

(viii) any other provisions deemed advisable by the Board Designated Officer not materially in conflict with the provisions of this Resolution.

Immediately following the pricing of the Certificates, the Board Designated Officer shall obtain such information as he or she deems necessary to make such approvals as provided above. Thereupon, the Board Designated Officer shall make such approvals as provided above, shall, if necessary, execute a bond purchase contract or similar document approving the sale of the Certificates to the Purchaser thereof, as applicable, and shall execute the Certificate of Approval containing such terms and provisions of the Lease Payments and Certificates, which execution shall be conclusive evidence of the approval of the terms of the Lease Payments and Certificates. The provisions of the Certificate of Approval shall be deemed to be incorporated herein.

(c) Upon the occurrence of an Event of Nonrenewal or an Event of Default under the Operative Agreements, the Trustee shall be entitled to exercise such rights and remedies (including but not limited to the appointment of a receiver) as are provided in the Operative Agreements or as are otherwise provided under applicable law; *provided, however,* that no deficiency judgment upon foreclosure of the lien of the Trust Indenture may be entered against the Board, the State or any political subdivision of the State, except as otherwise expressly provided in the Trust Indenture.

Section 4. Limited Obligations. The Certificates, together with the interest and premium, if any, thereon, are not general obligations of the Board, but are limited obligations and, except for the security provided by the Operative Documents, are payable solely out of Lease Payments received by the Trustee under the Lease Agreement and certain other amounts received under the Trust Indenture. Nothing in this Resolution, the Operative Documents, or the Certificates shall be construed as requiring the State or any political subdivision of the State to pay any of the Certificates or to pay any of the premium (if any) or interest thereon or to appropriate any money to pay the same. Pursuant to the Trust Indenture, the Certificates shall be secured by the Trust Estate which is specifically pledged, mortgaged, hypothecated, assigned and otherwise secured in the Trust Indenture, subject to Permitted Encumbrances, all for the equal and ratable payment of the Certificates and shall be used for no other purpose than to pay the principal of, and premium, if any, and interest on, the Certificates, except as may be otherwise expressly authorized in the Trust Indenture. Neither the full faith and credit nor the taxing powers of the State or any political subdivision of such State is pledged to the payment of the principal of, or premium, if any, or interest on, the Certificates or other costs appertaining thereto. The Certificates and the interest and premium, if any, thereon do not now and shall never constitute an indebtedness of the Board, the State or any political subdivision of such State within the meaning of any State constitutional provision or limitation nor give rise to or be a general obligation or liability of nor a charge against the general credit or taxing powers of the State or any political subdivision of the State. No breach of any covenant or agreement in the Operative Agreements shall impose any general obligation or liability upon, nor a charge against, the Board or the general credit or taxing power of the State or any of its political subdivisions. THE OBLIGATION OF THE BOARD TO PAY LEASE PAYMENTS AND OTHER AMOUNTS UNDER THE LEASE AGREEMENT IS ANNUALLY RENEWABLE AS PROVIDED THEREIN. THE OBLIGATION OF THE BOARD TO MAKE SUCH PAYMENTS WILL NOT CONSTITUTE A DEBT OF THE BOARD, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE ISSUANCE OF THE CERTIFICATES NOR THE EXECUTION AND DELIVERY OF THE OPERATIVE DOCUMENTS DIRECTLY OR CONTINGENTLY OBLIGATE THE BOARD TO APPROPRIATE ANY MONEY TO PAY ANY LEASE PAYMENTS OR TO PAY ANY LEASE PAYMENTS BEYOND THOSE APPROPRIATED FOR THE BOARD'S THEN CURRENT FISCAL YEAR OR OBLIGATE THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE BOARD TO THE EXTENT PROVIDED IN THE LEASE AGREEMENT) TO PAY ANY LEASE PAYMENT DUE TO THE BANK UNDER THE TERMS OF THE LEASE AGREEMENT. NO PERSON EXECUTING THE LEASE AGREEMENT SHALL BE SUBJECT TO PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE EXECUTION OF THE LEASE.

Section 5. Approval of Operative Agreements and Official Statement. The forms, terms and provisions of each of the Operative Agreements and the Official Statement are each hereby approved in substantially the forms presented at this meeting and attached hereto, with such insertions, omissions and changes as shall be approved by the President of the Board, the execution of such documents by the President of the Board being conclusive evidence of such approval. The President of the Board is hereby authorized and directed to execute and the Business Administrator to attest and countersign each of the Operative Agreements to which the Board is a party, and the Business Administrator is hereby authorized and directed to affix or imprint the seal of the Board.

Section 6. Other Actions with Respect to the Operative Agreements and Certificates. The officers and employees of the Board shall take all action necessary in conformity with the Act to carry out the execution and delivery of the Operative Agreements, including, without limitation,

the execution and delivery of any closing and other documents, including a Tax Certificate, required to be delivered in connection with the sale and delivery of the Certificates and the execution and delivery of the Operative Documents. If the President of the Board or the Business Administrator shall be unavailable to execute, countersign or attest (as applicable), any of the Operative Agreements and/or the other documents that they are hereby authorized to execute, countersign and attest, the same may be executed, countersigned and attested (as applicable) by the Vice President of the Board or by any member of the Board, respectively.

Section 7. Approval of Security During Construction of the Improvements. In order to reduce the amount of the Lease Payments, the Board hereby determines that it is in the best interest of the District and the residents of the District to grant to the Bank a leasehold interest in the Security Property through the execution and delivery of the Security Lease. The Board Designated Officer is hereby authorized to determine the Security Property to be leased to the Bank under the Security Lease, with the total value of the Security Property being substantially equal to the principal amount of the Certificates; *provided, however,* that the total value of the Security Property shall not exceed the principal amount of the Certificates by more than $5,500,000. So long as no event of default shall have occurred and be continuing under the Operative Documents, the Security Lease shall terminate upon the occupancy of the Facilities by the District.

Section 8. Approval of Selection of the Bank and the Trustee. The Board hereby approves the selection of U.S. Bank Trust Company, National Association, Salt Lake City, Utah, as the Bank and Trustee under the Operative Agreements.

Section 9. Approval of Plans, Specifications and Estimated Project Cost. To the extent not previously done, the Board hereby approves the current plans, specifications and estimated project cost for the Improvements.

Section 10. Filing of Resolution. The Business Administrator is hereby authorized and directed to file a certified copy of this Resolution in the records of the Board promptly following the adoption hereof.

Section 11. Resolution Irrepealable. After the execution and delivery of the Operative Agreements, this Resolution shall be and remain irrepealable until the Certificates and interest thereon shall have been fully paid, canceled and discharged.

Section 12. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution; *provided, however,* that nothing in this Section shall be construed to amend or modify the limitations provided in Section 3 hereof.

Section 13. Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 14. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

{Signature page follows.}

ADOPTED AND APPROVED this 10th day of June, 2026.

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH

By _____
President, Board

[SEAL]

ATTEST AND COUNTERSIGN:

By_____
Business Administrator

EXHIBIT A

[ATTACH FORM OF PRIMARY LEASE]

EXHIBIT B

[ATTACH FORM OF ANNUAL APPROPRIATION TRUST INDENTURE]

EXHIBIT C

[ATTACH FORM OF SECURITY LEASE]

EXHIBIT D

[ATTACH FORM OF ANNUAL APPROPRIATION LEASE AGREEMENT]

EXHIBIT E

[ATTACH FORM OF CONSTRUCTION AGENCY AGREEMENT]

EXHIBIT F

[ATTACH FORM OF PRELIMINARY OFFICIAL STATEMENT]

EXHIBIT G

[ATTACH FORM OF CERTIFICATE OF APPROVAL

A RESOLUTION ADOPTED BY THE BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH, AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN LEASES, AGREEMENTS AND DOCUMENTS REQUIRED IN CONNECTION WITH THE LEASING OF CERTAIN PROPERTY AND IMPROVEMENTS; APPROVING CERTIFICATES OF PARTICIPATION IN AN AMOUNT NOT TO EXCEED $55,000,000 THAT EVIDENCE INTERESTS IN ANNUALLY APPROPRIATED LEASE PAYMENTS TO BE MADE BY THE BOARD; APPROVING THE CURRENT PLANS, SPECIFICATIONS AND ESTIMATED COSTS OF CERTAIN NEW IMPROVEMENTS THAT WILL BE FINANCED USING INTERESTS IN SUCH LEASE PAYMENTS; GIVING AUTHORITY TO CERTAIN OFFICERS TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE AGREEMENT AND DOCUMENTS WITHIN THE PARAMETERS SET FORTH HEREIN; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the Board of Education (the *"Board"*) of Box Elder School District, Utah (the *"District"*), is a local school board of a school district and a duly organized and existing body corporate and a political subdivision of the State of Utah (the *"State"*) pursuant to Chapter 4, Title 53G (the *"Act"*), of the Utah Code Annotated 1953, as amended (the *"Utah Code"*);

WHEREAS, pursuant to Section 53G-4-401(4) of the Act, the Board is authorized to take, hold, lease, sell, and convey real and personal property as the interests of the schools may require;

WHEREAS, the Board is the owner of that certain real property located in Box Elder County, Utah (the *"Property"*), and all existing improvements thereon and, in furtherance of the project described below, desires to enter into one or more Primary Leases (the *"Primary Lease"*) with U.S. Bank Trust Company, National Association, as bank (the *"Bank"*) in substantially the form attached hereto as *Exhibit A*;

WHEREAS, under and pursuant to an Annual Appropriation Trust Indenture (the *"Trust Indenture"*) by and among the Board, the Bank, and U.S. Bank Trust Company, National Association, as trustee (the *"Trustee*), in substantially the form attached hereto as *Exhibit B*, pursuant to which certificates of participation (the *"Certificates"*) will be issued to provide funds to finance certain project costs of the Board as described below, which Certificates shall be issued in the aggregate principal amount of not to exceed $55,000,000;

WHEREAS, the Board has determined that it is in the best interest of the District and the residents of the District, that the Bank use the proceeds of the Certificates to finance (a) the costs of preparing, constructing, furnishing, equipping and improving certain real and personal property comprising (i) additions to Discovery Elementary, (ii) a new elementary school in Tremonton and (iii) related facilities on the Property for use by the Board (collectively, the *"Improvements"*), and (b) the Costs of Issuance of the Certificates;

WHEREAS, pursuant to the Primary Lease, the Board, as lessor, will lease to the Bank, as lessee, the Property together with the Improvements to be constructed thereon (the Property and Improvements collectively referred to herein as the *"Facilities"*);

WHEREAS, in order to provide security for the Certificates during the construction of the Improvements, the Board as the owner of that certain real property located in Box Elder County, Utah (the *"Security Property"*), and all existing improvements thereon, desires to enter into one or more Security Leases with the Bank (the *"Security Lease"*), in substantially the form attached hereto as *Exhibit C*;

WHEREAS, the Board and the Bank desire to enter into an Annual Appropriation Lease Agreement (the *"Lease Agreement"*), in substantially the form attached hereto as *Exhibit D*, under the terms of which the Bank, as lessor, will lease the Facilities and the Security Property back to the Board, as lessee, and the Board will pay lease payments in an amount sufficient to pay the principal, premium, if any, and interest on the Certificates as the same become due and payable (the *"Lease Payments"*);

WHEREAS, the Certificates shall be secured by, among other things, the Trust Estate, which consists, among other things of the Lease Payments made by the Board under the Lease Agreement, as further described in the Trust Indenture;

WHEREAS, the Board will agree, as agent of the Bank pursuant to that certain Construction Agency Agreement (the *"Construction Agency Agreement"*), the form of which is attached hereto as *Exhibit E*, to construct or to cause the construction of the Improvements as provided therein and in the Lease Agreement;

WHEREAS, in connection with the marketing of the Certificates there will be prepared and distributed a Preliminary Official Statement and an Official Statement (collectively, the *"Official Statement"*), each in substantially the form of the Preliminary Official Statement attached hereto as *Exhibit F*;

WHEREAS, the Business Administrator of the District (the *"Business Administrator"*) has presented to the Board at this meeting the proposed form of each of the following agreements: (a) the Primary Lease, (b) the Trust Indenture, (c) the Lease Agreement, (d) the Construction Agency Agreement, (e) the Security Lease and (f) the Official Statement;

WHEREAS, the Board estimates that the total cost of the Improvements will be approximately $53,600,000; and

WHEREAS, in the opinion of the Board, it is in the best interests of the Board that the Business Administrator, or, in the event of the absence or incapacity of the Business Administrator, the Superintendent of the Board, or in the event of the absence or incapacity of both the Business Administrator and the Superintendent of the Board, the President (the *"Board Designated Officer"*) be authorized to approve the final Lease Payments under and the final terms and provisions of the Lease Agreement and to execute a Certificate of Approval, in substantially the form attached hereto as *Exhibit G*, containing such payments, terms and provisions;

NOW, THEREFORE, it is hereby resolved by the Board of Education of Box Elder School District, Utah, as follows;

Section 1. Definitions. Certain words and phrases are defined in the preambles hereto. Unless otherwise defined herein, all words and phrases defined in Article I of the Trust Indenture shall have the same meaning when used in this Resolution. In addition, the following words and phrases as used in this Resolution shall have the following meanings unless the context clearly indicates another or different meaning or intent:

"Board" shall mean the Board of Education Box Elder School District, Utah, a duly organized and existing body corporate and a political subdivision of the State of Utah (the *"State"*), and any public body or public corporation succeeding to its rights and obligations under any of the Operative Agreements.

"Operative Agreements" shall mean, collectively, the Primary Lease, the Trust Indenture, the Lease Agreement, the Construction Agency Agreement, the Security Lease and any necessary bond purchase agreement or other similar document providing for the sale of the Certificates to the initial purchaser or underwriter thereof (the *"Purchaser"*).

"Tax Certificate" shall mean any agreement or certificate of the Board which the Board may execute in order to establish the status of interest on the Certificates as exempt from federal taxation under the Code.

Section 2. Approval of the Improvements and Certificates. The Board hereby approves the acquisition and construction of the Improvements by the Bank on the Property for lease to the Board and approves to the issuance and sale of the Certificates that are secured by Lease Payments made by the Board under the Lease Agreement, *provided* that the Lease Payments shall have terms acceptable to the Board Designated Officer in accordance with the parameters set forth in this Resolution.

Section 3. Lease Payment Details; Delegation of Authority. (a) Except as otherwise specified in the Certificate of Approval, the Lease Payments shall be payable semiannually on May 15 and November 15 of each year (or such other date or dates as are identified in the Certificate of Approval), beginning on the date or dates specified in the Certificate of Approval, at the rates per annum as provided in the Certificate of Approval.

(b) There is hereby delegated to the Board Designated Officer, subject to the limitations contained in this Resolution, the power to approve the following with respect to the Lease Payments and the Board Designated Officer is hereby authorized to approve or agree to on behalf of the Board:

(i) the total principal component of the Lease Payments shall not exceed $55,000,000 and the principal component of each lease payment to be made by the Board;

(ii) the final lease payment date; *provided, however*, that the final lease payment dated shall not be more than 21 years after the issuance of the Certificates;

(iii) the interest component of each lease payment, which may be based on the interest rate or rate applicable to the Certificates; *provided, however*, that the interest rate or rates to be borne by the Certificates shall not exceed 6.00% per annum;

(iv) to the extent necessary, the sale of the Certificates to the Purchaser thereof and the purchase price to be paid by the Purchaser for the Certificates; *provided*, *however*, that the discount from par of the Certificates shall not exceed 2.00% (expressed as a percentage of the principal amount);

(v) the portion of the Lease Payments that constitute mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the optional purchase and corresponding redemption provisions for the Certificates, the corresponding optional purchase price(s) and the date the Improvements are first subject to optional purchase as provided in the Operative Agreements;

(vii) the use and deposit of the proceeds of the Certificates, including capitalized interest, if any; and

(viii) any other provisions deemed advisable by the Board Designated Officer not materially in conflict with the provisions of this Resolution.

Immediately following the pricing of the Certificates, the Board Designated Officer shall obtain such information as he or she deems necessary to make such approvals as provided above. Thereupon, the Board Designated Officer shall make such approvals as provided above, shall, if necessary, execute a bond purchase contract or similar document approving the sale of the Certificates to the Purchaser thereof, as applicable, and shall execute the Certificate of Approval containing such terms and provisions of the Lease Payments and Certificates, which execution shall be conclusive evidence of the approval of the terms of the Lease Payments and Certificates. The provisions of the Certificate of Approval shall be deemed to be incorporated herein.

(c) Upon the occurrence of an Event of Nonrenewal or an Event of Default under the Operative Agreements, the Trustee shall be entitled to exercise such rights and remedies (including but not limited to the appointment of a receiver) as are provided in the Operative Agreements or as are otherwise provided under applicable law; *provided, however,* that no deficiency judgment upon foreclosure of the lien of the Trust Indenture may be entered against the Board, the State or any political subdivision of the State, except as otherwise expressly provided in the Trust Indenture.

Section 4. Limited Obligations. The Certificates, together with the interest and premium, if any, thereon, are not general obligations of the Board, but are limited obligations and, except for the security provided by the ~~Trust Indenture~~Operative Documents, are payable solely out of Lease Payments received by the Trustee under the Lease Agreement and certain other amounts received under the Trust Indenture. Nothing in this Resolution, the ~~Trust Indenture~~Operative Documents, or the Certificates shall be construed as requiring the State or any political subdivision of the State to pay any of the Certificates or to pay any of the premium (if any) or interest thereon or to appropriate any money to pay the same. Pursuant to the Trust Indenture, the Certificates shall be secured by the Trust Estate which is specifically pledged, mortgaged, hypothecated, assigned and otherwise secured in the Trust Indenture, subject to Permitted Encumbrances, all for the equal and ratable payment of the Certificates and shall be used for no other purpose than to pay the principal of, and premium, if any, and interest on, the Certificates, except as may be otherwise expressly authorized in the Trust Indenture. Neither the full faith and credit nor the taxing powers of the State or any political subdivision of such State is pledged to the payment of the principal of, or premium, if any, or interest on, the Certificates or other costs appertaining thereto. The Certificates and the interest and premium, if any, thereon do not now and shall never constitute an indebtedness of the Board, the State or any political subdivision of such State within the meaning of any State constitutional provision or limitation nor give rise to or be a general obligation or liability of nor a charge against the general credit or taxing powers of the State or any political subdivision of the State. No breach of any covenant or agreement in the Operative Agreements shall impose any general obligation or liability upon, nor a charge against, the Board or the general credit or taxing power of the State or any of its political subdivisions. THE OBLIGATION OF THE BOARD TO PAY LEASE PAYMENTS AND OTHER AMOUNTS UNDER THE LEASE AGREEMENT IS ANNUALLY RENEWABLE AS PROVIDED THEREIN. THE OBLIGATION OF THE BOARD TO MAKE SUCH PAYMENTS WILL NOT CONSTITUTE A DEBT OF THE BOARD, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE ISSUANCE OF THE CERTIFICATES NOR THE EXECUTION AND DELIVERY OF THE OPERATIVE DOCUMENTS DIRECTLY OR CONTINGENTLY OBLIGATE THE BOARD TO APPROPRIATE ANY MONEY TO PAY ANY LEASE PAYMENTS OR TO PAY ANY LEASE PAYMENTS BEYOND THOSE APPROPRIATED FOR THE BOARD'S THEN CURRENT FISCAL YEAR OR OBLIGATE THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE BOARD TO THE EXTENT PROVIDED IN THE LEASE AGREEMENT) TO PAY ANY LEASE PAYMENT DUE TO THE BANK UNDER THE TERMS OF THE LEASE AGREEMENT. NO PERSON EXECUTING THE LEASE AGREEMENT SHALL BE SUBJECT TO PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE EXECUTION OF THE LEASE.

Section 5. Approval of Operative Agreements and Official Statement. The forms, terms and provisions of each of the Operative Agreements and the Official Statement are each hereby approved in substantially the forms presented at this meeting and attached hereto, with such insertions, omissions and changes as shall be approved by the President of the Board, the execution of such documents by the President of the Board being conclusive evidence of such approval. The President of the Board is hereby authorized and directed to execute and the Business Administrator to attest and countersign each of the Operative Agreements to which the Board is a party, and the Business Administrator is hereby authorized and directed to affix or imprint the seal of the Board.

Section 6. Other Actions with Respect to the Operative Agreements and Certificates.

The officers and employees of the Board shall take all action necessary in conformity with the Act to carry out the execution and delivery of the Operative Agreements, including, without limitation, the execution and delivery of any closing and other documents, including a Tax Certificate, required to be delivered in connection with the sale and delivery of the Certificates and the execution and delivery of the Operative Documents. If the President of the Board or the Business Administrator shall be unavailable to execute, countersign or attest (as applicable), any of the Operative Agreements and/or the other documents that they are hereby authorized to execute, countersign and attest, the same may be executed, countersigned and attested (as applicable) by the Vice President of the Board or by any member of the Board, respectively.

Section 7. Approval of Security During Construction of the Improvements. In order to reduce the amount of the Lease Payments, the Board hereby determines that it is in the best interest of the District and the residents of the District to grant to the Bank a leasehold interest in ~~certain property and improvements owned by the Board (the "~~the Security Property~~")~~ through the execution and delivery of the Security Lease. The Board Designated Officer is hereby authorized to determine the Security Property to be leased to the Bank under the Security Lease, with the total value of the Security Property being substantially equal to the principal amount of the Certificates; *provided, however,* that the total value of the Security Property shall not exceed the principal amount of the ~~Certificate~~Certificates by more than $~~_____~~5,500,000. So long as no event of default shall have occurred and be continuing under the Operative Documents, the Security Lease shall terminate upon the occupancy of the Facilities by the District.

Section 8. Approval of Selection of the Bank and the Trustee. The Board hereby approves the selection of U.S. Bank Trust Company, National Association, Salt Lake City, Utah, as the Bank and Trustee under the Operative Agreements.

Section 9. Approval of Plans, Specifications and Estimated Project Cost. To the extent not previously done, the Board hereby approves the current plans, specifications and estimated project cost for the Improvements.

Section 10. Filing of Resolution. The Business Administrator is hereby authorized and directed to file a certified copy of this Resolution in the records of the Board promptly following the adoption hereof.

Section 11. Resolution Irrepealable. After the execution and delivery of the Operative Agreements, this Resolution shall be and remain irrepealable until the Certificates and interest thereon shall have been fully paid, canceled and discharged.

Section 12. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution; *provided, however,* that nothing in this Section shall be construed to amend or modify the limitations provided in Section ~~4~~3 hereof.

Section 13. Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 14. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

{Signature page follows.}

ADOPTED AND APPROVED this 10th day of June, 2026.

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH

By _____
President, Board

[SEAL]

ATTEST AND COUNTERSIGN:

By_____
Business Administrator

EXHIBIT A

[ATTACH FORM OF PRIMARY LEASE]

EXHIBIT B

[ATTACH FORM OF ANNUAL APPROPRIATION TRUST INDENTURE]

EXHIBIT C

[ATTACH FORM OF SECURITY LEASE]

EXHIBIT D

[ATTACH FORM OF ANNUAL APPROPRIATION LEASE AGREEMENT]

EXHIBIT E

[ATTACH FORM OF CONSTRUCTION AGENCY AGREEMENT]

EXHIBIT F

[ATTACH FORM OF PRELIMINARY OFFICIAL STATEMENT]

EXHIBIT G

[ATTACH FORM OF CERTIFICATE OF APPROVAL

Recommendation: It is recommended that the Board ratify the negotiated agreement with Box Elder Administration Association (BEAA), Box Elder Educator Association (BEEA) and Box Elder Educational Support Professionals (BEESPA) as summarized below for the 2026-2027School Year.

Recommended Motion: I move that the Board of Education Ratify the tentative negotiated agreement reached between the Box Elder School District and the Box Elder Administration Association (BEAA), the Box Elder Educator Association (BEEA) and the Box Elder Educational Support Professionals (BEESPA) for the 2026-2027 school year.

Background: Each year, the Board's negotiation team and BEAA, BEESPA, and BEEA negotiation teams work together to reach a settlement that will enhance the working conditions for Administrators for the Box Elder School District.

Financial Implications: All financial implications are built into a balanced proposed budget.

Staff Implications: None at this time

2026-2027 Negotiated Agreement - ESP Employees (BEESPA)

The vote was unanimous among the negotiation teams.

BEESPA Approved - May 5, 2026

BESD School Board Approved: _____

Salary and Benefits

1. 3% increase in the COLA.

2. The District will fund the costs of steps and lanes (2.02%)

3. The medical insurance premiums increased by 7% from the previous year. The district will absorb the cost.

4. The voluntary **vision** premium did not increase.

5. Voluntary Dental will remain with EMI, resulting in a 5.04% premium increase.

6. POLICY 3208 & POLICY 3210 have been changed to reflect that all leave will be moved to PTO.

7. The Assistant Manager in CNP positions will be contracted at 5.5 hours per day.

8. Memorandum of Understanding (Information Items)
   A. Conduct a job/salary evaluation for the district facility employees.
   B. Consider a one-time longevity bonus for 10, 15, 20 year employees. (1.5% to 3% of your salary). To be discussed during the 2027/2028 negotiations.
   C. Post the total compensation benefits for our district on the website.
   D. The sick leave committee will meet with the Executive Director of Human Resources to rewrite the sick leave bank criteria.
   E. The sick leave bank amount of days that can be granted each year will be reduced from 75 to 50.
   F. Anyone ESP who has signed their retirement papers by June 30, 2026 and will retire before December 31, 2026, will remain on the old system of leave and will not be switched to PTO.

G. The district will closely monitor PTO use to see whether it increases over the year and re-evaluate the policy, which may result in fewer days being allocated in future years and/or additional changes to offset any concerns.

2026-2027 Negotiated Agreement - Certificated Employees (BEEA)

The vote was unanimous among the negotiation teams.

BEEA Approves agreement on May 4, 2026

BESD School Board Approved:

Salary and Benefits

1. 3% increase in the **COLA**.

2. Per 53F-2-405, $310 was added to the Educator Salary Adjustment (ESA), which was previously $10,350. This new amount will be added to the salary schedule after the COLA has been applied. This will bring the total ESA amount to $10,660.

3. The District will fund the costs of **steps and lanes** (2.02%).

4. The medical insurance premiums increased by 7% from the previous year. The district will absorb the cost.

5. The voluntary **vision** premium did not increase.

6. Voluntary Dental will remain with EMI, resulting in a 5.04% premium increase.

7. Policy 3126 has been changed to reflect that all leave will be moved to PTO.

8. Policy 3108 - has been adjusted to explicitly state faculty, 504, IEP, and faculty meetings etc., Clarity to define "kept to a minimum" is added. A minimum of 90 minutes for PLCs, up to 120 minutes with a link to Policy 1250.

9. The district's loose and tight documents will be added to Policy 1250.

10. POLICY 3124 - 4.C. UPDATE TO REFLECT Retirement Options: Employees may also elect to have a portion of their retirement bonus deposited into a district-offered medical trust account.

11. Policy 3122
    a. If both spouses are district employees eligible for insurance, the spouse who enrolls in the district plan will receive a $1,000 HSA deposit.

    b. Employees who enroll in the high-deductible plan will have a percentage of the savings to the district deposited into their HSA

12. Policy 3114 - will update the $250 reimbursement to a stipend for classroom changes

13. Memorandum of Understanding (MOU)
    a. The district will survey faculty and staff to gather input on the 2027/2028 calendar.

b. The district will review the insurance committee and work to expand the membership.
c. The district will revisit PTO policy 3126 next year to see how it is working and document any change in leave usage.
d. The district will gather parent input on the implementation of the legislative rule for cellphone usage in secondary schools.

2026-2027 Negotiated Agreement - (BEAA) Administrators

Board Approval:

1. 3% increase in the **COLA**.

2. The District will fund the costs of **steps and lanes** (2.02%).

3. The medical insurance premiums increased by 7% from the previous year. The district will absorb the cost.

4. The voluntary **vision** premium increased by 0%.

5. Voluntary Dental will remain with EMI, resulting in a 5.04% premium increase.

6. Policy 3310 has been updated to reflect that all leave will be moved to PTO.

Recommendation for Declaration of Open Enrollment Schools to the BESD School Board

Submitted by: Megan Bushnell*, Director of Student Services*

Recommendation:
It is recommended that Century Elementary, Discovery Elementary, Fielding Elementary, Garland Elementary, Golden Spike Elementary, Lake View Elementary, McKinley Elementary, North Park Elementary, Willard Elementary, Bear River High School, Bear River Middle School, Box Elder High School, Box Elder Middle School, Harris Intermediate School, and Young Intermediate School be designated "closed."

Recommended Motion:
I move that Century Elementary, Discovery Elementary, Fielding Elementary, Garland Elementary, Golden Spike Elementary, Lake View Elementary, McKinley Elementary, North Park Elementary, Willard Elementary, Bear River High School, Bear River Middle School, Box Elder High School, Box Elder Middle School, Harris Intermediate School, and Young Intermediate School *be designated as "closed."*

Background:
Each year, Utah school districts are required to publicly announce which schools will be open to enrollment by students outside of a particular school's established attendance area. Schools with an enrollment of at least 90% of the building's core capacity can be closed to enrollment by students outside of the school's attendance area.

Generally speaking, out-of-boundary students whose behavior and attendance are satisfactory can stay in a school once they have been admitted. However, the district does reserve the right to require out-of-boundary students to transfer back to their home schools based on student behavior, attendance, and/or overcrowded conditions.

The anticipated enrollment for the 2026-2027 school year identifies the following schools as being at or over the 90% threshold and thus closed to the enrollment of out-of-boundary students:

Century Elementary School, Bear River City	**107% of capacity**
Discovery Elementary School, Brigham City	**113% of capacity**
Fielding Elementary School, Fielding	**129% of capacity**
Garland Elementary School, Garland	**105% of capacity**
Golden Spike Elementary School, Brigham City	**130% of capacity**
Lake View Elementary School, Brigham City	**134% of capacity**
McKinley Elementary School, Tremonton	**140% of capacity**
North Park Elementary School, Tremonton	**137% of capacity**
Willard Elementary School, Willard	**102% of capacity**
Bear River High School, Tremonton	**106% of capacity**
Bear River Middle School, Tremonton	**97% of capacity**
Box Elder High School, Brigham City	**117% of capacity**
Box Elder Middle School, Brigham City	**95% of capacity**
Harris Intermediate School, Tremonton	**98% of capacity**
Young Intermediate School, Brigham City	**90% of capacity**

<u>School to Watch:</u>

Three Mile Creek Elementary School, Perry	**78% of capacity**
Sunrise High School, Brigham City	**80% of capacity**

In addition to closing entire schools to out-of-boundary students, specific grade levels can be closed in "open" schools due to student/teacher ratios or the lack of programs required by a specific child. During the June 20, 2012, meeting the Board recommended that out-of-boundary students should not be accepted when enrollment at

a grade level exceeded 10% of the state's median enrollment at that grade level during the previous year posted on the Utah State Board of Education's website.

Recommendation:
I recommend that this be changed to 10% less than the state's median enrollment to avoid overcrowding as most of our buildings are already at or over capacity. This allows room for students moving in boundaries during the school year.

The state's median enrollment during the 2026-2027 year is as follows:

Kindergarten	17.5	Third Grade	20.2
First Grade	18.3	Fourth Grade	21.7
Second Grade	19.4	Fifth Grade	21.4

Policy Implications:
There are no policy implications other than the grade level guidelines are in alignment with previous Board recommendations.

Staff Implications:
There are no staff implications at this time.

Financial Implications:
Closing these 15 schools to out-of-boundary enrollment prevents the need for additional portable classrooms beyond those already in place. With multiple schools already operating between 90% and 140% of capacity, further enrollment growth would require significant capital expenditures for additional capacity solutions.

New PreK-5 Math Curriculum for Consideration

Recommendation to approve Submitted by: Jamie Kent
Presented by: Heidi Jo West

Recommendation: It is recommended that the BESD Board of Education approve the adoption and purchase of **McGraw Hill:**

- **Reveal Math** as the district's core mathematics curriculum (K-5)
- **Number Sense** as the district's mathematics intervention program (K-5)
- **Aleks Adventure** an as online learning and assessment platform (4-5)
- **Building Blocks** as the district's preschool mathematics curriculum (PreK)

effective for the 2026–2027 school year for five years with the option to extend for 10 years, as recommended by district administration.

Recommended Motion: I move that we approve the McGraw Hill Reveal Math, Number Worlds, Aleks Adventure, and Building Blocks curriculum for PreK-5th grade for the Box Elder School District as was presented beginning the 2026-2027 school year for five years with the option to extend for up to 10 years. As submitted by Jamie Kent and presented by Heidi Jo West.

Background Information: This curriculum was reviewed by district administrators, educators, and parents. 49 teachers participated on the teacher review committee. All elementary schools had teacher representatives and all grade levels were represented (including the western schools). This program was the teacher committee's overall top choice. It was also the top choice for each school as well as each grade level.

This adoption is intended to support high-quality mathematics instruction, improve student achievement, provide targeted intervention for students needing additional support, and align with district educational goals and state standards.

The motion includes authorization for district administration to proceed with the implementation, professional development, and purchase of all necessary materials and resources associated with these programs.

Policy Implications: This recommendation is consistent with
BESD Board Policy 4016 *Evaluation and Selection of Instructional Material.* No policy revisions are required.

Financial Implications: Quote $1,500,476.13 (quoted on June 4, 2026)

Recommendation for Box Elder Schools' Teacher and Student Success Framework Amendment June 2, 2026

Submitted by: Heidi Jo West *Assistant Superintendent Elementary Teaching and Learning*

Recommendation: It is recommended that the Box Elder School District Board of Education approve the amendments to the Box Elder School District Teacher and Student Success Framework as submitted.

Recommended Motion: *I move that the BESD Board of Education approve the Teacher and Student Success Framework Amendment.*

Background:
Amendments made to reflect changes to the TSSA code during the 2026 Legislative Session.

LEAs must plan to amend their TSSA Frameworks to show that funding distributions for the schools will allocate 50% of the schools TSSA funds towards early literacy if the school is performing below the statewide goal for third grade reading (80% of students reading on grade level on the end-of-year benchmark reading assessment in grade 3).

Frameworks should be adjusted in the 2026-2027 school year and changes to plans need to be made by 2027-2028.

Policy Implications:

This action will have no policy implications.

Financial Implications:

There are no known negative consequences.

Staff Implications

N/A at the district level

Box Elder School District
Teacher and Student Success Act (TSSA) Framework

Updated: June 2, 2026

Purpose:

The purpose of the *Box Elder School District Teacher and Student Success Act's Framework* is designed to ensure that all students learn at high levels by being engaged, challenged and supported by all stakeholders. This will be accomplished through efforts directed toward teacher recruitment and retention, teacher recognition and leadership, and improved student performance and academic achievement through relevant projects and classroom activities.

Teacher Recruitment and Retention:

Of the total distribution, 25% shall and up to 40% may be used for salaries to improve teacher recruitment and retention. Box Elder School District recognizes the role that teacher compensation plays in ensuring students have access to the highest-quality educators. Therefore, Box Elder School District shall use at least 25% to 40% of the total distribution for increases to base salary and salary-driven benefits for school personnel (53G-7-1304, Subsection (2)(a)(ii)).

Student Performance and Academic Achievement:

Box Elder School District recognizes the importance of school-level allocation of funds to support the unique student performance and academic needs in each school environment.
Of the total distribution, 60-75% shall be allocated to schools to determine how it will be used to promote improved student performance and student academic achievement through relevant projects and grade level content activities.
Schools enrolling third-grade students must allocate 50% of their TSSA funds to early literacy if they fall below the statewide reading goal of 80% of third-grade students reading on grade level by the end-of-year benchmark assessment.

Annual TSSA Plan Application for the Upcoming Year:

A principal shall annually submit a TSSA Application for the upcoming school year to the Box Elder School District Board by the end of the current school year. (53G-7-1304, Subsection (5)).

- **The Box Elder School District Board Shall**:
  - Annually approve or disapprove each submitted plan in the regularly scheduled local board meeting by June 30; and
  - If a plan is not approved, the Board shall:
    - Explain, in writing, the reason for disapproval;
    - Make recommendations for revision;
    - Allow the submitting principal to re-submit a revised plan for review; and
    - Approve a resubmitted plan, if the plan complies with the Board's recommendations for revision.
- **The principal is responsible for the application, but is encouraged to solicit input on developing the school's TSSA *Plan* from the school's:**
  - Educators including the Collaborative Leadership Team;
  - Administrators;
  - Students;
  - Community Council members;
  - Parents;
  - Support professionals; or
  - Additional community stakeholders.
- **This Application shall include:**

    - A detailed plan to improve student performance and student academic achievement including action steps for reaching the goal(s).
        - A school that has been identified and placed on TSI, ATSI, CSI or MRI status for a subgroup(s), an additional goal will address these areas.
        - A school with third-grade reading proficiency which falls below the statewide 80% benchmark, must set this goal in the plan.
    - A budget for proposed expenditures, and
    - Measures of success including a description of how progress toward the goals will be measured.
- **Allowable Expenditures:** (may include but are not limited to the following categories)
    - Up to 5% Principal discretion for teacher incentives, recognition and appreciation.
    - School personnel stipends for taking on additional responsibility and leadership outside of a typical work assignment;
    - Professional learning;
    - Additional school employees, including instructional coaches, behavioral specialists, MTSS aides, student and/or family advocates, counselors, social workers, mental health workers, tutors, media specialists, information technology specialists, or other specialists;
    - Technology;
    - Classroom Supplies to support student performance and academic achievement.
    - Class size reduction strategies
    - Before- or after-school programs
    - Summer school programs
    - Community support programs or partnerships;
    - Early childhood education;
    - Social and emotional learning support;
    - College and career readiness skills;
    - Student leadership development; or
    - Augmentation of existing programs
- **Not Allowable Expenditures:**
    - To supplant funding for existing public education programs.
    - For District administration costs; or
    - For capital expenditures

- **Posting Requirements on School's Website**
    - Once approved by the school board, schools will post the school's approved TSSA Plan;
    - A description of the school's school allocation budgeted and actual expenditures and how the expenditures help the school accomplish the school's TSSA plan; and
    - The school's current level of performance, as described in Section 53G-7-1306, according to the indicators described in Section 53E-5-205 or 53E-5-206.

The Annual TSSA End of Year Report:

A principal shall annually submit a TSSA End of Year Report from the prior year to the School Board during the regularly scheduled local board meeting. The submission will include:

- Data which shows progress toward the TSSA Goals in the prior year;
- Actual expenditures for the prior year (see budget sheet) and
- Carryover amounts kept in the district TSSA account for district/school needs.

Recommendation for: BESD Elementary and Secondary Teacher and Student Success Plans (TSSA) for 2026-2027

Submitted by: Heid Jo West and Keith Mecham, Assistant Superintendents

Recommendation: It is recommended that the Box Elder School District Board of Education approve the 2026-2027 Teacher and Student Success Plans (TSSA) for each of the elementary and secondary schools in Box Elder School District as submitted.

Recommended Motion:

I move that the BESD Board of Education approve the 2026-2027 Teacher and Student Success Plans (TSSA) for each of the elementary and secondary schools in Box Elder School District.

Background:

- Annual Submission
- R277-927 TSSA
- TSSA District Framework - updated June 2026

Policy Implications:

- This action will have no policy implications

Financial Implications:

- There are no known negative consequences

Staff implications

- Employees hired at the school level under the TSSA plans are subject to ongoing funding and approval by the school leadership
- N/A at the district level

TSSA	Total Allocated	Input	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Incentives Rewards 614	School & Class Supply Fees (equals 25% of total)
SW Goal 1, Step 1	Para Subs	$4,100.00			$4,100.00				
TSI Goal, Step 1	Teacher Subs for PD	$1,600.00			$1,600.00				
goal 1 step 1	instructional paras	$73,551.96	$68,580.15	$4,971.81					
Goal 1 step 2	Staff and student incentives	$5,461.48						$5,461.48	
Goal 1 step 2	Leadership Stipends (7 teachers)	$4,596.90	$3,500.00	$1,096.90					
Goal 1 step 3	Update technology (Samsung flip displays)	$8,340.00					$8,340.00		
Goal 1 step 2	Student Leadership Stipends,Student Council (1 teacher)	$656.70	$500.00	$156.70					
Goal 1 step 3	School and Class Supply Fees	$10,922.96							$10,922.96
		$0.00							
	Total Subcategories	$109,230.00	$72,580.15	$6,225.41	$5,700.00	$0.00	$8,340.00	$5,461.48	$10,922.96

Allocations made to salaries/benefits can be moved to the sub category without a plan ammendment/review, if the amount allocated to ESS subs is a close approximation.

TSI, ATSI, CSI Goal

Goal- 80% of Students with disabilities will be reading at or above grade level by the end of third-grade.	
Action Plan	
What specific tasks/activites will need to be done to help reach your goal?	
1 Substitutes will be provided for teachers to attend professional development.	
2. Prioritize regular collaboration and data discussion to facilitate appropriate response to intervention, improve school climate, and improve behavior. Regular meetings with the leadership teams to determine the needs of the grade levels and school.	
3. Teachers will implement adopted tier 1 programs (SuperKids and Wonders) with fidelity and integrate LETRS instructional strategies to enhance literacy instruction with the neccessary, updated supplies and technology.	
4. Throughout the year, progress monitoring will be conducted as mandated, and Pathways of Progress goals will be established and tracked regularly.	
5	
Designation 1:	This plan supports SWD at our school by ensuring high quality tier 1 instruction for all students. Supports for tier 2 and tier 3 are also in place.
SWD	SuperKids/Wonders, 95%, Reveal Math and Number Worlds.
Mid Year Review:	Replace with measurement used: MAP, Acadience, WIDA, etc. Needs approved.
Replace with Date of review	Replace with a narrative
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?	
Backup Plan for Funding Changes	
There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?	
$25,000	**1 If additional funds are available, the school will purchase more Samsung Flip displays to update the technology in as many classrooms as possible.**

Goal 1

By the end of the 2026-2027 school year, students will meet or exceed Typical growth targets in literacy as determined by the Acadience Reading end of year Pathways of Progress score based on the grade level goals below.

Kindergarten - 100%
First grade - 90%
Second grade - 90%
Third grade - 95%
Fourth grade - 80%
Fifth grade - 80%

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1. Paraprofessionals will be hired to reinforce tier-1 instruction and deliver targeted tier-2 and tier-3 interventions in small groups.

2. Prioritize regular collaboration and data discussion to facilitate appropriate response to intervention, improve school climate, and improve behavior. Regular meetings with the leadership teams to determine the needs of the grade levels and school.

3. Teachers will implement adopted tier 1 programs (SuperKids and Wonders) with fidelity and integrate LETRS instructional strategies to enhance literacy instruction with the neccessary, updated supplies and technology.

4. Throughout the year, progress monitoring will be conducted as mandated, and Pathways of Progress goals will be established and tracked regularly.

5. Coaching cycles and feedback will be implemented for both paraprofessionals and teachers to drive improvements in instruction and program implementation.

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount	1 If additional funds are available, the school will purchase more Samsung Flip displays to update the technology in as many classrooms as possible.
Cap Amount	2
Cap Amount	3

TSSA	Total Allocated	$109,482	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Supplies 608	Teacher & Student Incentives Rewards 614
TSI3, SW1.3, SW1.4, SW1.5, SW1.6, SW2.2, SW2.3, SW2.5,	Instructional Paras	$65,492.64	$61,065.40	$4,427.24					
TSI3, SW1.3, SW1.4, SW1.5, SW1.6, SW2.2, SW2.3, SW2.5,	Para Subs	$5,000.00			$5,000.00				
TSI4, SW1.7, SW2.6	Teacher Subs for PD/IEPs	$4,000.00			$4,000.00				
TSI6, SW1.9	Teacher & Student Incentives Rewards 614	$5,474.12							$5,474.12
TSI 6, SW1.8, SW2.7	School & Class Supply Fees	$10,948.24						$10,948.24	
SW1.7, SW2.4	Teacher Stipends for Leadership/STUCO/etc	$6,567.00	$5,000.00	$1,567.00					
TSI3, SW1.6	Instructional Tech. (Devices for RTI/Flips)	$6,000.00					$6,000.00		
TSI4, SW2.6	PD Opportunities for Teachers/Staff	$6,000.00				$6,000.00			
		$0.00							
	Total Subcategories	$109,482.00	$66,065.40	$5,994.24	$9,000.00	$6,000.00	$6,000.00	$10,948.24	$5,474.12

TSI, ATSI, CSI Goal	
Replace with the Goal you set for your school to support students underserved by your TSSA designation? This should align to your overall goals.	
Action Plan	
What specific tasks/activites will need to be done to help reach your goal?	
1- Create an RTI sheet for each TSI student and track progress	
2- Have 2 Faculty meetings for ELL best practices during the year	
3- Hold a TSI-centered RTI meeting monthly, discussing the progress of identified students that fall within the 2 TSI categories	
4- Send new ELL coordinator + other teachers to professional learning	
6 Celebrate academic growth, behavioral progress, attendance improvements, and achievement of ELL goals, classroom, and school level goals to promote engagement, confidence, and belonging.	
Designation 1:	Replace with a narrative
Hispanic	Replace with which evidence-based interventions will be used
Designation 2:	Replace with a narrative
ELL	Replace with which evidence-based interventions will be used
Mid Year Review:	Replace with measurement used: MAP, Acadience, WIDA, etc. Needs approved.
Replace with Date of review	Replace with a narrative
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?	

Goal 1

89% of Discovery grades K-3 students, including those in TSI subgroups, will score at or above grade level according to Acadience Reading Benchmark at EOY.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1 Use adopted tier 1 programs with fidelity (SuperKids and Wonders); purchase necessary supplies and materials to meet the needs of students, including materials and technology needed to support effective and engaging instruction.

2 Use LETRS Instruction to improve literacy instruction, provide coaching, feedback, and PD on Science of Reading and LETRS Strategies. Purchase resources, as necessary, to reinforce LETRS-aligned practices.

3 Coaching cycles and feedback for paraprofessionals and teachers to improve instruction and program implementation. Hold weekly, 30 minute para trainings focusing on best teaching practices, behavior management, and other supportive strategies.

4 Begin progress monitoring at the beginning of the year according to district PM expectations for all students, set Pathways goals by October 15 and monitor regularly. Disaggregate data by subgroup—including students with disabilities—to identify trends and gaps in instruction and support. Analyze where students and teachers are at in relationship to the end of year goals by utilizing the "formula for success" goal breakdown. Share this data with teams monthly and set goals for the next month.

5 Hire Paraprofessionals to support tier 1 instruction and provide reteaching and small-group tier 2 and tier 3 instruction as well as to support students who's behavior may impeede the learning of others. Provide regular professional development to ensure effective practices are being utilized.

6 Focus on regular and targeted collaboration (through weekly RTI and PLC), focusing on tier 1 instruction, response to intervention, student learning, and school climate. Hold collaboration each trimester with the GENED and SPED teachers with the focus on Special Education students and determing their needs to meet both IEP and grade-level standards.

7 Hold regular meetings with the leadership teams to determine the needs of the grade levels and school where both academic and school climate needs are addressed.

8 Look for and celebrate regular successes at the individual, class, grade, and school levels, including allocation for incentives and tools to promote student engagement, attendance, and positive behavior.

Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount	**1**

Goal 2

83% of Discovery grades K-2 students, including those in TSI subgroups, will score at or above grade level according to Acadience Math Benchmark Assessments.

Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1. Use EOY 2025-26 Acadience data to track the effectiveness of current interventions and adjust for any areas of weakness.			
2. Create groups and implement interventions as soon as possible at the BOY by analyzing Acadience data and focusing on specific skill levels needed by students.			
3. Consistently track and monitor student progress in PLC meetings and RTI meetings			
4. Prioritize regular collaboration and data discussion to facilitate appropriate response to intervention and improve school climate. Regular meetings with the leadership teams to determine the nee			
5. Focus on quality whole-group Tier 1 instruction, and provide targeted Tier 2 and 3 interventions when needed with the support of paraprofessionals and substitutes. Use State & District approved			
6. Provide ongoing PD to support high levels of learning using best practices, effective teaching strategies, and correct implementation of programs.			
7- Supplement tier math instruction through addtional science, technology, engineering, arts, and math instruction in preps.			
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes	
There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?	
Cap Amount	**1**

TSSA	Total Allocated	Input	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Supplies 608	Teacher & Student Incentives Rewards 614
SW Goal #1 Step #1 & SW Goal #2 Step #2	Para Subs	$4,000.00			$4,000.00				
SW Goal #1 Step #1 & SW Goal #2 Step #2	Teacher Subs for PD	$4,000.00	$4,000.00						
SW Goal #1 Step #1 & SW Goal #2 Step #2	Para Salaries	$114,663.57	$106,350.46	$8,313.11					
SW Goal #2, Step #5 & #6	Staff and Student Incentives	$7,724.45							$7,724.45
SW Goal #1, Step #6	School Supplies for Classes	$15,448.91						$15,448.91	
SW Goal #1, Step #6	Smart TVs	$8,652.07					$8,652.07		
		$0.00							
	Total Subcategories	$154,489.00	$110,350.46	$8,313.11	$4,000.00	$0.00	$8,652.07	$15,448.91	$7,724.45

Allocations made to salaries/benefits can be moved to the sub category without a plan ammendment/review, if the amount allocated to ESS subs is a close approximation.

Goal 1

By 2030, we aim for 95% of Fielding students to achieve grade-level literacy. To support this, our 2026-2027 goal and action plan focuses on growth across all grade levels: a 10% increase in Acadience proficiency for K-2 and a 5% increase for 3rd grade from beginning-of-year to end-of-year.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1. Paraprofessionals will be hired to support and reteach tier 1 instruction and provide small-group tier 2 and tier 3 instruction.

2. Use state and district approved tier 1 programs (SuperKids and Wonders) and LETRS Instruction to improve literacy instruction.

3. Coaching cycles and feedback for paraprofessionals and teachers to improve instruction and program implementation. Professional Development opportunities will be provided.

4.Teams will align daily schedules to include the MTSS literacy block, prioritizing regular collaboration and data discussion to facilitate appropriate response to intervention.

5. Progress monitoring will be performed as required throughout the year and reviewed to ensure adequate, consistent growth is occurring.

6. Technology and classroom supplies will be purchased as needed to keep classrooms updated so that teachers and students have easy access to all needed materials.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount $20,000	**1: Plain Talk Conference: Conference, Travel, Per Diem, SW Goal 1 Step 3 Money will be spent to provide PD opportunities to deepen literacy knowledge to be applied**

Goal 2

By the end of the 2027 school year, we will increase K-2 Acadience math proficiency by 5% from beginning-of-year to end-of-year benchmarks.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1 Paraprofessionals will be hired to support behavior and reteach tier 1 instruction and provide small-group tier 2 and tier 3 instruction.

2 Use adopted tier 1 math program with regular progress monitoring throughout the year.

3 Coaching cycles, training and feedback for paraprofessionals and teachers to improve instruction and program implementation.

4 5th grade Students will be given multiple leadership opportunities to help motivate them to model appropriate behavior.

5. 5% of funds will be used for teacher incentives.

6. Math materials that support targeted interventions will be purchased.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

TSSA	Total Allocated	Input	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	**List Expense Here**	**Total**	**Salaries 100**	*1.0725 NonCont *1.3134 Cont **Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Travel 580**	**Supplies and Materials 600**	**Teacher & Student Supplies 608**	**Teacher & Student Incentives Rewards 614**
SW Goal #1 Step #1 and SW Goal #2 Step #2	Para Subs	$6,500.00			$6,500.00				
SW Goal #1 Step #1 and SW Goal #2 Step #2	Teacher Subs for PD	$6,000.00	$6,000.00						
SW Goal #1 Step #1 and SW Goal #2 Step #2	Para Salaries	$67,927.59	$59,004.50	$8,923.09					
SW Goal #1, Step #3	PD Trip for Teachers	$24,000.00				$24,000.00			
SW Goal #2, Step #6	Staff and Student Incentives	$7,989.94							$7,989.94
SW Goal #1, Step #6	School Supplies for Classe	$15,979.88					$15,979.88		
SW Goal #1, Step #6	Smart TVs	$20,000.00					$20,000.00		
SW Goal #1, Step #2	95% Phonics Materials	$11,000.00					$11,000.00		
		$0.00							
	Total Subcategories	$159,397.41	$65,004.50	$8,923.09	$6,500.00	$24,000.00	$46,979.88	$0.00	$7,989.94

Allocations made to salaries/benefits can be moved to the sub category without a plan ammendment/review, if the amount allocated to ESS subs is a close approximation.

Goal 1

Our overarching goal is to increase proficiency of all Garland student's literacy to 95% on grade level by 2030. Our 2026-2027 goal will increase literacy performance across all grade levels. Grades k-2 will increase proficiency from BOY to EOY on Acadience by 10%. Third grade will increase proficiency from BOY to EOY on Acadience by 5%.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1. Paraprofessionals will be hired to support and reteach tier 1 instruction and provide small-group tier 2 and tier 3 instruction.

2. Use state and district approved tier 1 programs (SuperKids and Wonders, 95% Phonics) and LETRS Instruction to improve literacy instruction.

3. Coaching cycles and feedback for paraprofessionals and teachers to improve instruction and program implementation. Professional Development opportunities will be provided.

4.Teams will align daily schedules to include the MTSS literacy block, prioritizing regular collaboration and data discussion to facilitate appropriate response to intervention.

5. Progress monitoring will be performed as required throughout the year and reviewed to ensure adequate, consistent growth is occurring.

6. Technology and classroom supplies will be purchased as needed to keep classrooms updated so that teachers and students have easy access to all needed materials.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount $5,000	**1. We will purchase approved supplemental materials that enrich learning and heighten growth.**
Cap Amount $10,000	**2. We will continue to upgrade classroom technology as this building is 16 years old and many classrooms have the original tech in the classroom.**
Cap Amount $10,000	**3. Additional PD opportunities will be provided for staff members that directly affect student learning.**

Goal 2			
We will increase proficiency of Acadience math scores in K-2 from BOY to EOY in 2027 by 5%.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 Paraprofessionals will be hired to support behavior and reteach tier 1 instruction and provide small-group tier 2 and tier 3 instruction.			
2 Use adopted tier 1 math program with regular progress monitoring throughout the year.			
3 Coaching cycles, training and feedback for paraprofessionals and teachers to improve instruction and program implementation.			
5 5th grade Students will be given multiple leadership opportunities to help motivate them to model appropriate behavior.			
6. 5% of funds will be used for teacher incentives.			
7. Math materials that support targeted interventions will be purchased.			
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

TSSA	Total Allocated: $236,158	Input	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	**List Expense Here**	**Total**	**Salaries 100**	*1.0725 NonCont *1.3134 Cont **Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Travel 580**	**Supplies and Materials 600**	**Teacher & Student Supplies 608**	**Teacher & Student Incentives Rewards 614**
SW Goal 1, Step 6, 9; TSI Goal, Step 2	Para Subs (Based on 25-26), IEP Days, etc.	$10,000.00			$10,000.00				
TSI Goal, Step 2, SW Goal 1, Step 6, 9	Teacher Subs for PD, Observations, etc.	$2,294.08			$2,294.08				
Goal 1, Step 6 & 9, TSI Go	Teacher and Student Incentives	$11,807.92							$11,807.92
Goal 1, Step 1, 2	Supplies, Including Classroom Materials, Books, and other resources to support learning	$23,615.00						$23,615.00	
Goal 1, Step 6, 7	PD Focusing on PLC and Effective Teaching Practices	$25,000.00				$25,000.00			
Goal 1, Step 1, 3, 4, 5, TSI Goal step 5	Paras to Support the Plan?	$163,441.00	$163,441.00						
	Total Subcategories	$236,158.00	$163,441.00	$0.00	$12,294.08	$25,000.00	$0.00	$23,615.00	$11,807.92

TSI, ATSI, CSI Goal	
Golden Spike Elementary students with disabilities will achieve similar increases in benchmark growth as their general education counterparts.	
Action Plan	
What specific tasks/activites will need to be done to help reach your goal?	
1 Provide specially designed instruction aligned to students' IEP goals while maintaining access to grade-level core instruction and curriculum through appropriate accommodations, modifications, and evidence-based interventions.	
2 Conduct regular collaboration between general education teachers, special education teachers, interventionists, and paraprofessionals through PLCs, RTI meetings, and trimester planning meetings to review student progress, identify barriers, and adjust instructional supports.	
3 Implement frequent progress monitoring for students with disabilities using Acadience, Pathways, classroom assessments, IEP goal data, and intervention data to evaluate growth and inform instructional decisions. Review subgroup data regularly to identify trends and close achievement gaps.	
4 Provide ongoing professional development and coaching for teachers and paraprofessionals focused on inclusive practices, behavior supports, accommodations, specially designed instruction, Science of Reading practices, and effective intervention delivery.	
5 Utilize targeted tier 2 and tier 3 interventions to address academic and behavioral needs for students with disabilities, ensuring interventions are research-based, data-driven, and aligned to individual student needs as well as to the adopted tier 1 programs.	
6 Increase consistency and effectiveness of behavior supports through collaboration with school teams, implementation of behavior intervention plans (BIPs), and proactive classroom management strategies that support student access to instruction.	
6 Celebrate academic growth, behavioral progress, attendance improvements, and achievement of IEP goals for students with disabilities at the individual, classroom, and school levels to promote engagement, confidence, and belonging.	
Designation 1: SWD	Golden Spike Elementary will improve outcomes for students with disabilities through strong tier 1 instruction, specially designed instruction aligned to IEP goals, collaborative problem-solving, data-driven interventions, and inclusive practices that ensure access to grade-level learning.
	95% and Number Worlds
Mid Year Review:	Replace with measurement used: MAP, Acadience, WIDA, etc. Needs approved.
Replace with Date of review	Replace with a narrative

Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report? Acadience data will be used, including on and off level progress monitoring an on-level benchmarking as well as Pathways of Progress measures. We will also use progress towards individual IEP goals, attendance, and behavior data.

Goal 1

84% of K-3 students at Golden Spike will be reading at or above benchmark at EOY according to Acadience Reading.
This will be reached by each grade level meeting their respective goals. K>94%, 1st>84%, 2nd>72%, 3rd>87%

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1 Use adopted tier 1 programs with fidelity (SuperKids and Wonders); purchase necessary supplies and materials to meet the needs of students, including materials and technology needed to support effective and engaging instruction.

2 Use LETRS Instruction to improve literacy instruction, provide coaching, feedback, and PD on Science of Reading and LETRS Strategies. Purchase resources, as necessary, to reinforce LETRS-aligned practices.

3 Coaching cycles and feedback for paraprofessionals and teachers to improve instruction and program implementation. Hold weekly, 30 minute para trainings focusing on best teaching practices, behavior management, and other supportive strategies.

4 Begin progress monitoring at the beginning of the year according to district PM expectations for all students, set Pathways goals by October 15 and monitor regularly. Disaggregate data by subgroup—including students with disabilities—to identify trends and gaps in instruction and support. Analyze where students and teachers are at in relationship to the end of year goals by utilizing the "formula for success" goal breakdown. Share this data with teams monthly and set goals for the next month.

5 Hire Paraprofessionals to support tier 1 instruction and provide reteaching and small-group tier 2 and tier 3 instruction as well as to support students who's behavior may impeede the learning of others. Provide regular professional development to ensure effective practices are being utilized.

6 Focus on regular and targeted collaboration (through weekly RTI and PLC), focusing on tier 1 instruction, response to intervention, student learning, and school climate. Hold collaboration each trimester with the GENED and SPED teachers with the focus on Special Education students and determing their needs to meet both IEP and grade-level standards.

7 Hold regular meetings with the leadership teams to determine the needs of the grade levels and school where both academic and school climate needs are addressed.

8 Use the 95% Core Phonics program in grades 1-5 to support essential reading skills and increase proficiency.

9 Look for and celebrate regular successes at the individual, class, grade, and school levels, including allocation for incentives and tools to promote student engagement, attendance, and positive behavior.

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount	1
Cap Amount	2
Cap Amount	3

TSSA	Total Allocated	Input	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Incentives Rewards 614	School & Class Supply Fees (equals 25% of total) 608
SW Goal 1, Step 10	Student/ staff incentives	$88.50						$88.50	
SW goal 1, Step 10	School & class supply/ FEE	$160.50							$160.50
SW goal 1, Step 7	Teacher / staff PD	$0.00							
SW goal 1, Step 1	Employ Para	$864.30	$801.64	$62.66					
SW goal 1, Step 4	PLC team lead 3	$656.70	$500.00	$156.70					
	Total Subcategories	$1,770.00	$1,301.64	$219.36	$0.00	$0.00	$0.00	$88.50	$160.50

Goal 1

K-3 students will have a 7% increase from BOY to EOY on the Acadience composite. 50% of students K-3 will be at Typical or higher on Pathways of Progress.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1. Paraprofessionals will be hired to support and reteach tier 1 instruction and provide small group tier 2 and tier 3.

2. Prioritize regular collaboration and dat discussions to facilitate appropriate responses to intervnetion, improve school climate and improve behavior.

3. Conduct regular meetings with the leaderships teams to determine the needs of the classrooms and the school.

4. Use adopted tier 1 programs, supplementary programs and materials with fiedlity.

5. Use LETRS instruction to improve literacy instruction.

6. Coaching cycles and feedback to paraprofessionals and teacher to improve instruction and program implemenentation.

7. Professional development for Teachers and Paraprofessionals

8. Regular training for paraprofessionals by coaches, admin on classroom management, program implementation and LETRS instruction.

9. Set pathways of progress goals and monitor student progress regularly.

10. Resources and supplies needed to implement the plan and support student learning

11. Technology that would increase students' access to curriulum. This would include but not be limited to Chromebooks, projectors, bulbs, audio enchancement devices.

12. Intergrate cross-curricular (math, ELA, science and social studies) into reading and math. Provide supplies and resoucres needed to implement into the plan.

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

500	**1 Substitute Coverage for Professional Development**
300	**2 Substitute Coverage for Classroom Observations & Collaboration**
200	**3 Instructional Materials & Classroom Supports**

TSSA	Total Allocated	$142,352	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Supplies 608	Teacher & Student Incentives Rewards 614
SW Goal 1, Action Step #6	Para Subs	$2,000.00			$2,000.00				
TSI Goal, Step 1	Teacher Subs for PD	$700.00			$700.00				
Goal #1 Action Step # 7	Teacher Appreciation &Student Incentives	$7,117.62							$7,117.62
Goal #1 Action Step # 4 TSI Goal #1, Step # 1	Instructional Paras	$77,220.00	$72,000.00	$5,220.00					
Goal #1 Action Step # 7	Teacher Stipends	$16,417.50	$12,500.00	$3,917.50					
Goal #1 Action Step # 5&7	Professional Learning For Staff	$17,000.00				$17,000.00			
Goal #1 Action Step # 8	Technology and Visuals	$7,661.64					$7,661.64		
Goal #1 Action Step # 8 TSI Goal #1, Step 6	Materials	$14,235.24						$14,235.24	
	Total Subcategories	$142,352.00	$84,500.00	$9,137.50	$2,700.00	$17,000.00	$7,661.64	$14,235.24	$7,117.62

Allocations made to salaries/benefits can be moved to the sub category without a plan ammendment/review, if the amount allocated to ESS subs is a close approximation.

Goal 1

Goal 1-
Lake View Elementary will have 80% of 3rd grade students reading at grade level according to Acadience by EOY.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1 Use adopted tier 1 programs with fidelity (SuperKids and Wonders, 95%)		
2 Use LETRS training knowledge to improve literacy instruction.		
3 Begin progress monitoring at the beginning of the year according to district PM expectations for all students.		
4 Paraprofessionals will be hired and trained as needed to support and reteach tier 1 instruction and provide small-group tier 2 and tier 3 instruction.		
5 Regular training for paraprofessionals by coaches on: classroom management, program implementation, and LETRS instruction.		
6 Additional Time for Collaboration and Teacher Visits		
7 Additional training Professional Development for Teachers		
8 Purchasing of additional tehnology & materials to support literacy in classrooms		

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:		Acadience	BOY Proficiencty: K- %, 1st-%, 2nd- %, 3rd- %
Trimester 2:		Acadience	MOY Proficiencty: K- %, 1st-%, 2nd- %, 3rd- %,
Trimester 3:		Acadience	EOY Proficiencty: K- %, 1st-%, 2nd- %, 3rd- %,

Final Report- Complete after January 15 of the following year. What were the results of your plan?

TSI, ATSI, CSI Goal	
Do you have TSI, ATSI, CSI Designations? If not, skip and delete this sheet. If yes, delete this row and proceed.	
Replace with the Goal you set for your school to support students underserved by your TSSA designation? This should align to your overall goals. **- Special Education:** For Grades 3-5 Our goal is to increase proficiency in RISE ELA and ELA Math by 10% and ensure that 60% of students in special education make MGP in RISE. For grades K-2, Our goal is for students in special education to increase proficiency in Acadience Reading and Math by 10 % and ensure that 60% of students in special education make typical or above average growth in Pathways of Progress. **-ELL:** Increase the percentage of students making adequate progress toward English language proficiency (WIDA) by 50%, and increase RISE proficiency in ELA by 10%.	
Action Plan	
What specific tasks/activites will need to be done to help reach your goal?	
1 Hire and train a special education paraprofessional to provide targeted small-group and individual academic support.	
2 Implement structured intervention blocks (Tier 2 & Tier 3) focused on literacy and math skill deficits	
3 Provide explicit language instruction and scaffolds for ELL students across all content areas.	
4 Use data-driven PLC meetings to monitor SPED and ELL student progress every 4–6 weeks.	
5 Provide professional development for teachers on differentiation, language supports, and inclusive practices.	
6 Purchase reading and math materials to support instruction and intervention groups.	
Designation 1:	Students in Special Education at Lake View Elementary are not meeting proficiency benchmarks on RISE assessments and demonstrate gaps in foundational literacy and math skills. Additional adult support and targeted interventions are needed to accelerate growth and close achievement gaps.
	Explicit and systematic instruction, Small-group intervention with increased adult support, Frequent progress monitoring, and scaffolded instruction and accommodations aligned to IEP goals.
Designation 2:	ELL students are demonstrating slower progress toward English proficiency and are underperforming on ELA portions of the RISE assessment. Increased language development support and integration of language objectives across content areas are needed.
	Sheltered Instruction (SIOP Model). Explicit vocabulary instruction and language objectives in daily lessons. Targeted small-group language development instruction

Mid Year Review:	MOY Proficiencty: K- %, 1st-%, 2nd- %, 3rd- %, 4th-%, 5th-%
Replace with Date of review	Replace with a narrative
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report? RISE Assessment scores (ELA and Math proficiency rates). WIDA ACCESS results (percentage of ELL students making adequate progress). MAP Growth and Acadience data (percentage of students meeting or exceeding growth targets).	
Backup Plan for Funding Changes	
There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?	
$25,000	**1** Technology to support implementation of core curriculum and improve student access.
$10,000	**2** Teacher Materials to support with ELA and Math interventions (manipulatives, coded readers, etc.)
$10,000	**3** Professional Development to provide instructors with best practices for math and ELA instruction.

TSSA	Total Allocated	Input	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Supplies 608	Teacher & Student Incentives Rewards 614
Goal 1, Step 6	Teacher(IEP) /Para Subs	$7,000.00			$7,000.00				
Goal 1 Step 4	Team Leads	$5,909.00	$4,500.00	$1,409.00					
Goal 1 Step 5	Paraprofessional	$19,145.00	$17,757.00	$1,388.00					
Goal 1 Step 4	Literacy/Math Night	$2,000.00					$2,000.00		
Goal 1 Step 4	Solution Tree Conf.	$20,000.00				$20,000.00			
Goal 1 Step 4	Learning Lunches	$0.00							
Goal 1 Step 4	Learning Walks	$2,000.00			$2,000.00				
Goal 1 Step 5	Small Group Supplies	$8,000.00					$8,000.00		
Goal 1 Step 7	EL Paraprofessional	$15,027.00	$13,937.00	$1,090.00					
Student/Teacher Incentives		$7,572.74							$7,572.74
School&Class Supply Fees		$15,145.49						$15,145.49	
Goal 2 Step 6	School Play	$1,970.00	$1,500.00	$470.00					
Goal 2 Step 6	Cougar Leader	$1,313.00	$1,000.00	$313.00					
Goal 2 Step 1	2 Behavior Paraprofessionals	$38,290.00	$35,514.00	$2,776.00					
Goal 2 Step 4	Signs, Theme ,Expectations	$4,000.00					$4,000.00		
Goal 2 Step 2	Training Paraprofessionals	$2,000.00					$2,000.00		
Goal 2 Step 3	Calming Corner Supplies	$1,000.00					$1,000.00		
	Total Subcategories	$150,372.23	$74,208.00	$7,446.00	$9,000.00	$20,000.00	$17,000.00	$15,145.49	$7,572.74

Goal 1

By the end of the year 2027, 80% of 3rd grade students at McKinley will be reading at grade level according to Acadience.

Additionally, We will use the Acadience Pathways of Progress to indicate success of 85% of K-3 students at McKinley Elementary meeting typical or better growth by End of Year 2026-27 . The present levels of students at the 2025-26 end-of-year Acadience Pathways of Progress are 77%. This will be an increase of 8% of our students meeting typical or better growth.

What specific tasks/activites will need to be done to help reach your goal?

1. Hire a literacy paraprofessional.		
2. Set pathways of progress goals for all students using the Acadience goal progess setting tool.		
3. Progress monitor based on the state and district expectations (reds=weekly, yellows=bi-weekly, greens=monthly, blues=every 6 weeks)		
4. Provide training for teachers, paraprofessionals, and parents, as necessary.		
5. Increased paraprofessional time for reading instruction and intervention.		
6. Substitutes for teacher and paraprofessionals.		
7. Hire 1/2 time EL paraprofessional.		

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

$20,000	**1. We will add technology to our gym to support schoolwide instruction.**
$20,000	**2. Professional Development for our teachers. (Increase collaboration time)**

Goal 2

Decrease the number of mild physical contact incidences by 5%. (25-26/ 86 office and minor incidents)

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1. Hire two behavior paraprofessionals.

2. Active Supervision Training: Providing specialized training for paraprofessionals, and teachers on active scanning, proximity and early intervention in high-risk zones.

3. Target Social-Emotional Learning on helping our students understand "Keeping your body to yourself", reading peer cues, and sharing/turn-taking mechanics during transitions.

4. Implementation of School-Wide PBIS plan with expectations and ongoing teaching (Monthly Focus area within the school)

5. Supporting students through the CHAT Team process for tier 2 and 3.

6. Increase student and parent connections to the school through positive interactions and activities

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

$5,000	**1. School climate and regulation enhancement. (Assemblies, Positive ticket store)**

TSSA	Total Allocated	$162,580	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Supplies 608	Teacher & Student Incentives Rewards 614
SW Goal 1, Step 1,2,5,6 SW Goal 2, Step 1, 3 ATSI Goal 1, Step 2,3	Instructional Paras	$75,000.00	$69,930.07	$5,069.93					
ATSI Goal 1, Step 3, 4	Teacher Subs for IEP/PD	$3,739.90	$3,487.08	$252.82					
SW Goal 1, Step 1 ATSI Goal 1, Step 2	ESS Subs for Paras	$10,000.00			$10,000.00				
SW Goal 1, Step 2 SW Goal 2, Step 2, 4 ATSI Goal 1, Step 1	Guiding Coalition x10	$6,567.00	$5,000.00	$1,567.00					
ATSI Goal 1, Step 5	Culture Club x 7	$4,596.90	$3,500.00	$1,096.90					
ATSI Goal 1, Step 5	Behavior Team x 6	$3,940.20	$3,000.00	$940.20					
ATSI Goal 1, Step 5	Teacher Appreciation & Incentives	$8,129.01							$8,129.01
ATSI Goal 1, Step 5	Intramurals Stipend x 2	$1,838.76	$1,400.00	$438.76					
SW Goal 1, Step 7	Technology- TV Interactive Monitor	$13,000.00					$13,000.00		
SW Goal 1, Step 8	School & Class Supply Fees	$16,258.01						$16,258.01	
SW Goal 1, Step 3, 4	Professional Development	$19,510.22				$19,510.22			
	Total Subcategories	$162,580.00	$86,317.15	$9,365.61	$10,000.00	$19,510.22	$13,000.00	$16,258.01	$8,129.01

Allocations made to salaries/benefits can be moved to the sub category without a plan amendment/review, if the amount allocated to ESS subs is a close approximation.

TSI, ATSI, CSI Goal

Do you have TSI, ATSI, CSI Designations? If not, skip and delete this sheet. If yes, delete this row and proceed.

By end of the 2026 school year, North Park will increase the percentage of SWD, ELL, and Hispanic students proficient on RISE by 5%.

Action Plan

What specific tasks/activities will need to be done to help reach your goal?

1. Our PLC Guiding Coalition will continue to focus on strengthening Tier 1 instruction and improving instructional practices to increase student growth and achievement for all students. We will place intentional focus on our ATSI student groups, specifically students with disabilities, English Language Learners, and Hispanic students, by using data to monitor progress, identifying effective supports, and ensuring high-quality instruction that meets their academic needs.

2. Hire instructional paraprofessionals to support literacy and math instruction across Tier I, small-group interventions, and progress monitoring.

3. Increasing collaboration between general education, special education, and ESL staff, and use our data regularly to adjust instruction and supports.

4. Distribute IEP “At-a-Glance” summaries to classroom teachers and collaborate with resource teachers to ensure appropriate accommodations, supports, and individualized goals are implemented for all students.

5. Through our Culture Club and Student Council, we will promote student engagement, grit, positive behavior, and improved attendance by providing students with leadership opportunities, fostering school pride, and promoting school wide initiatives and expectations.

Designation 1: SWD	The TSSA plan supports students with disabilities through intentional collaboration between general education and special education teachers to align instruction, accommodations, and interventions to their IEP goals. Tier I instruction is differentiated to meet diverse learning needs, and targeted small-group interventions are provided based on individualized data. RISE benchmarks are used frequently to adjust supports, and instructional paraprofessionals assist in delivering accommodations, reinforcing skills, and collecting data to ensure students are making progress towards RISE proficiency.
	RISE Benchmarks, district approved ELA and math interventions, ELA and math CFA
Designation 2: ELL	The TSSA plan supports English Language Learners by integrating language development strategies within Tier I instruction and ensuring collaboration between classroom and ESL staff. By hiring a full-time ELL teacher, the school will strengthen collaboration with general education teachers and increase focus on WIDA standards to guide instruction and language development. Data is used to drive targeted interventions that address both language acquisition, literacy and math skills, and progress is closely monitored to adjust instruction as needed.

	WIDA data, RISE Benchmarks, district approved ELA and math interventions, ELA and math CFA
Designation 3: Hispanic Students	The TSSA plan supports Hispanic students by strengthening Tier I instruction through the PLC process, ensuring instruction is culturally responsive and aligned to student needs. Teachers use data to identify learning gaps and provide targeted interventions with ongoing monitoring. Collaboration among staff helps ensure consistency in instructional strategies, while instructional paraprofessionals provide additional support during whole-group and small-group instruction to reinforce literacy and math skills.
	RISE Benchmarks, district approved ELA and math interventions, ELA and math CFA
Mid Year Review:	RISE Benchmarks, Acadience, WIDA, ELA and math CFA
Replace with Date of review	Replace with a narrative

Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report? Progress toward this goal will be monitored through ongoing review of student academic data throughout the school year. This process will include analyzing RISE benchmark data, monitoring targeted interventions, attendance, and student engagement, and adjusting instruction based on identified student needs and performance trends.

Summative evidence of goal attainment will be determined using RISE assessment results. Proficiency percentages from the 2025–2026 school year will be compared to the 2026–2027 school year to measure growth in RISE proficiency for each identified subgroup.

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount $5,000.00	**1.** Purchase additional licenses for the 95% RAP program to support literacy instruction for Students with IEPs.
Cap Amount $1000.00	**2.** Purchase additional literacy materials focused on decoding and comprehension to support ELL and Hispanic students.
Cap Amount $1000.00	**3.** Allocate funding for supplemental math manipulatives to improve math fluency in computation for ELL and Hispanic students.

Goal 1

By the end of the school year, we will have 80% of K-3 students achieve Typical or Better growth in literacy skills as measured by the Acadience Reading EOY Pathways of Progress composite score.

Action Plan

What specific tasks/activities will need to be done to help reach your goal?

1. We will hire paraprofessionals to deliver targeted small-group reading instruction for K–5 students.
2. Prioritize regular RTI and data discussion to facilitate appropriate response to intervention, improve school climate, and improve behavior. Regular meetings with the guiding coalition, and leadership team to determine the needs of the grade levels and school.
3. Coaching cycles and feedback for teachers and paraprofessionals to improve instruction and program implementation.
4. Provide teachers with ongoing professional development in literacy and mathematics to strengthen Tier 1 instruction and improve student achievement.
5. Kindergarten-Letter names and sounds mastery by December 15
6. Exit third grade students with accuracy through skill 15 on 95% Phonics PSI. Exit secord grade students with accuracy through skill 13. Exit first grade students with accuracy through skill 9.
7. Classroom Technology Upgrade (All-in-One Digital Android Based Interactive Display- Instructional Tools)
Timeline: Phased implementation throughout the school year
Action: Purchase and install All-in-One Digital Android Based Interactive Display in 15 classrooms to enhance instructional delivery and student engagement
Components:
Installation of All-in-One Digital Android Based Interactive Display to serve as interactive instructional boards in 15 classrooms. Integration of digital resources to support clear, engaging, and differentiated instruction. Improved visibility and accessibility for all students, including Hispanic students, Students with Disabilities, and English Language Learners. Increased teacher efficiency through streamlined lesson delivery and instructional planning. Use of technology to support small group instruction, and responsive teaching practices. Ongoing review of technology use and impact on improving student learning outcomes
8. Provide students with the necessary classroom supplies and instructional materials, including fees needed for programs and resources, to support success and growth in reading and math.

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount-$7,000	**1.** Purchase additional 95% Phonics Lesson Library or chip kits.
Cap Amount-$1000	**2.** Purchase additional student reading materials focused on decoding and comprehension to support all students.
Cap Amount-$1000	**3.** Provide funding for each teacher to purchase a professional development literacy book to improve instructional practices in literacy.

Goal 2

By the end of the school year, 1st & 2nd grade will increase the percentage of students performing at or above grade-level proficiency in math computation by at least 5% from the 2025–2026 school year, as measured by the EOY Acadience Math assessment.
1st Grade: Increase computation proficiency from 73% to 78%.
2nd Grade: Increase computation proficiency from 79% to 84%

Action Plan

What specific tasks/activities will need to be done to help reach your goal?

1. Hire a paraprofessional to provide small-group support and targeted math instruction for students needing additional intervention in computation.

2. Collaborate during PLC meetings to learn and implement the new math program, align instruction to the Utah Core Math Standards, and strengthen teacher capacity in teaching computation.

3. Provide targeted math interventions and progress monitoring for students performing below grade level, using data to adjust instruction and address skill gaps in computation.

4. Schedule regular opportunities for math fluency practice within daily instruction, including fact fluency routines, number talks, and differentiated activities to build computational accuracy and confidence.

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount-$2000.00	**1.** Purchase supplemental math manipulatives and fluency resources to provide hands-on learning opportunities that strengthen number sense, computation strategies, and automaticity.
Cap Amount	**2**
Cap Amount	**3**

TSSA	Total Allocated	Input	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Incentives Rewards 614	School & Class Supply Fees (equals 25% of total) 608
SW Goal 1, Step 7	Para Subs	$244.80			$244.80				
SW Goal 1, Step 7	Teacher Subs for PD	$300.00			$300.00				
SW Goal 1 , Step 10	Student/ Staff Incentives	$328.70						$328.70	
SW Goal 1 , Step 10	School & Class supply/ Fee	$1,643.50							$1,643.50
SW Goal 1, Step 7	Teacher/ Staff PD	$3,361.81	$2,313.40	$1,048.41					
SW Goal 1, Step 1	Employ Para	$695.19	$625.00	$70.19					
		$0.00							
		$0.00							
		$0.00							
		$0.00							
		$0.00							
		$0.00							
		$0.00							
		$0.00							
		$0.00							
		$0.00							
		$0.00							
	Total Subcategories	$6,574.00	$2,938.40	$1,118.60	$544.80	$0.00	$0.00	$328.70	$1,643.50

Goal 1

K-3 students will have a 4% increase from BOY to EOY on the Acadience-Reading composite. 75% of students K-3 will be at Typical or higher on Pathways of Progress

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1. Paraprofessionals will be hired to support and reteach tier 1 instruction and provide small group tier 2 and tier 3.
2. Prioritize regular collaboration and dat discussions to facilitate appropriate responses to intervnetion, improve school climate and improve behavior.
3. Conduct regular meetings with the leaderships teams to determine the needs of the classrooms and the school.
4. Use adopted tier 1 programs, supplementary programs and materials with fiedlity.
5. Use LETRS instruction to improve literacy instruction.
6. Coaching cycles and feedback to paraprofessionals and teacher to improve instruction and program implemenentation.
7. Professional development for Teachers and Paraprofessionals
8. Regular training for paraprofessionals by coaches, admin on classroom management, program implementation and LETRS instruction.
9. Set pathways of progress goals and monitor student progress regularly.
10. Resources and supplies needed to implement the plan and support student learning
11. Technology that would increase students' access to curriulum. This would include but not be limited to Chromebooks, projectors, bulbs, audio enchancement devices.
12. Intergrate cross-curricular (math, ELA, science and social studies) into reading and math. Provide supplies and resoucres needed to implement into the plan.

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

$1,000	1 Substitute Coverage for Professional Development
$500	2 Substitute Coverage for Classroom Observations & Collaboration
$200	3 Instructional Materials & Classroom Supports

TSSA	Total Allocated	Input	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Incentives Rewards 614	School & Class Supply Fees (equals 25% of total) 608
SW Goal 1, Step 8	Para Subs	$500.00			$500.00				
SW Goal 1, Step 2	PLC team lead	$656.70	$500.00	$156.70					
SW Goal 1 Step 10	Student/ staff incentives	$200.00						$200.00	
SW Goal 1 Step 12	Internet Safety- Netsmartz	$100.00			$100.00				
SW Goal 1, Step 7	PD / Class observations	$2,347.30	$1,787.19	$560.11					
SW Goal 1 Step 10	Class Supply	$1,000.00							$1,000.00
	Total Subcategories	$4,804.00	$2,287.19	$716.81	$600.00	$0.00	$0.00	$200.00	$1,000.00

Goal 1	
Snowville Elementary will have 80% of 3rd grade students reading at grade level according to Acadience by EOY.	
Action Plan	
What specific tasks/activites will need to be done to help reach your goal?	
1. Paraprofessionals will be hired to support and reteach tier 1 instruction and provide small group tier 2 and tier 3.	
2. Prioritize regular collaboration and dat discussions to facilitate appropriate responses to intervnetion, improve school climate and improve behavior.	
3. Conduct regular meetings with the leaderships teams to determine the needs of the classrooms and the school.	
4. Use adopted tier 1 programs, supplementary programs and materials with fiedlity.	
5. Use LETRS instruction to improve literacy instruction.	
6. Coaching cycles and feedback to paraprofessionals and teacher to improve instruction and program implemenentation.	
7. Professional development for Teachers and Paraprofessionals	
8. Regular training for paraprofessionals by coaches, admin on classroom management, program implementation and LETRS instruction.	
9. Set pathways of progress goals and monitor student progress regularly.	
10. Resources and supplies needed to implement the plan and support student learning	
11. Technology that would increase students' access to curriulum. This would include but not be limited to Chromebooks, projectors, bulbs, audio enchancement devices.	
12. Intergrate cross-curricular (math, ELA, science and social studies) into reading and math. Provide supplies and resoucres needed to implement into the plan.	
Backup Plan for Funding Changes	
There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?	
1000	**1 Substitute Coverage for Professional Development**
500	**2 Substitute Coverage for Classroom Observations & Collaboration**
200	**3 Instructional Materials & Classroom Supports**

53G-7-1304	$4,191,853.49								Reminder to allocate up to 5% for Teacher and Student Incentives & Rewards. Sherri has a special budget for that	
School	**Enrollment [2]**	**Allocation**	**Running Total**	**Salaries 100**	**Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Travel 580**	**Supplies and Materials 600**	**Teacher & Student Incentives Rewards 614**	**School & Class Supply Fees (equals 25% of total)**
Sunrise	161	$40,708	$13,035						$2,035.41	$11,000.00
Sunrise-ILSC	30	$7,585	$2,654						$379.27	$2,275.00
BRHS	1202	$303,921	$145,196						$15,196.06	$130,000.00
BEHS	1613	$407,841	$185,392						$20,392.05	$165,000.00
BRMS	872	$220,482	$81,024						$11,024.10	$70,000.00
BEMS	1018	$257,397	$108,870						$12,869.87	$96,000.00
Harris	865	$218,712	$62,803						$10,935.60	$51,867.00
Young	1047	$264,730	$72,237						$13,236.50	$59,000.00
Grouse Creek	7	$1,770	$531						$88.50	$442.48
Park Valley	26	$6,574	$1,972						$328.70	$1,643.50
Snowville	19	$4,804	$1,441						$240.20	$1,201.02
Century	432	$109,230	$16,384						$5,461.48	$10,922.96
Discovery	433	$109,482	$16,422						$5,474.12	$10,948.24
Fielding	611	$154,489	$23,173						$7,724.45	$15,448.91
Garland	632	$159,799	$23,970						$7,989.94	$15,979.88
Golden Spike	934	$236,158	$35,424						$11,807.92	$23,615.84
Lake View	563	$142,352	$21,353						$7,117.62	$14,235.24
McKinley	599	$151,455	$22,718						$7,572.74	$15,145.49
North Park	643	$162,580	$24,387						$8,129.01	$16,258.01
Three Mile	462	$116,815	$17,522						$5,840.75	$11,681.50
Willard	265	$67,004	$10,051						$3,350.21	$6,700.43
BE Salary Allocation	25%	$1,047,963.37	$1,047,963	$719,531.65	$328,431.72					
Grant Information		$4,191,853.49	$1,934,523	$719,531.65	$328,431.72	$0.00	$0.00	$0.00	$157,194.51	$729,365.49
Total Subcategories	12,434	$252.85	$3,869,047	$1,439,063.30	$656,863.44	$0.00	$0.00	$0.00	$314,389.01	$1,458,730.99

[1] Email from Krista 5/1/26 @16:13

[2] Based on Apsire Enrollment Numbers in mid-January.

TSSA	Total Allocated	$116,815	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Incentives Rewards 614	School & Class Supply Fees (equals 25% of total)
SW Goal 1 & 2, Step 1	Paraprofessionals	$83,043.00	$77,429.37	$5,613.63					
SW Goal 1 & 2, Step 1	Para Subs	$1,500.00			$1,500.00				
SW Goal 1 & 2, Step 7	Teacher PD Projects	$7,750.00	$5,900.72	$1,849.28					
SW Goal 1 & 2, Step 7	Teacher Subs for PD	$5,000.00			$5,000.00				
	Teacher & Student Incentives	$5,840.75						$5,840.75	
SW Goal 1 & 2, Step 11	Class Supplies	$11,681.50							$11,681.50
SW Goal 1 & 2, Step 13	Science Supplementary Resources	$1,999.75			$1,999.75				
	Total Subcategories	$116,815.00	$83,330.09	$7,462.91	$8,499.75	$0.00	$0.00	$5,840.75	$11,681.50

Goal 1

84% of 2nd and 3rd-grade Three Mile Creek students will score at or above grade level on the EOY Acadience Reading Assessment.

57% of 4th and 5th-grade Three Mile Creek students will score at or above grade level on the ELA RISE Assessment.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1. Paraprofessionals will be hired to support and reteach tier-1 instruction and provide small-group tier-2 and tier-3 instruction.
2. Prioritize regular collaboration and data discussion to facilitate appropriate responses to intervention, improve school climate, and improve behavior.
3. Conduct regular meetings with the leadership teams to determine the needs of the grade levels and the school.
4. Use adopted tier 1 programs, supplementary programs, and materials with fidelity.
5. Use LETRS Instruction to improve literacy instruction.
6. Coaching cycles and feedback for paraprofessionals and teachers to improve instruction and program implementation.
7. Professional development for Teachers and paras.
8. Regular training for paraprofessionals by coaches on classroom management, program implementation, and LETRS instruction.
9. Increase the amount of reading and math time and opportunities to respond, with an intentional focus on students at risk.
10. Set Pathways of Progress goals and monitor student progress regularly.
11. Resources and supplies needed to implement the plan and support student learning.
12. Technology that would increase students' access to the curriculum. This would include, but not be limited to, Chromebooks, projectors and bulbs, and audio enhancement devices.
13. Integrate cross-curricular (math, ELA, Science, Social Studies) into reading and math. Provide the supplies and resources needed to implement this into the plan.

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount	**1**
Cap Amount	**2**
Cap Amount	**3**

Goal 1

79% of 2nd-grade students will score at or above grade level on the EOY on the Acadience Math Assessment.

The number of 3rd, 4th, and 5th-grade Three Mile Creek students scoring at or above grade level on the Math RISE Assessment will increase by 3%.
3rd: 43% in 2025-2026 to 46% in 2026-2027
4th: 58% in 2025-2026 to 61% in 2026-2027
5th: 46% in 2025-2026 to 49% in 2026-2027

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1. Paraprofessionals will be hired to support and reteach tier-1 instruction and provide small-group tier-2 and tier-3 instruction.
2. Prioritize regular collaboration and data discussion to facilitate appropriate responses to intervention, improve school climate, and improve behavior.
3. Conduct regular meetings with the leadership teams to determine the needs of the grade levels and the school.
4. Use adopted tier 1 programs, supplementary programs, and materials with fidelity.
5. Use LETRS Instruction to improve literacy instruction.
6. Coaching cycles and feedback for paraprofessionals and teachers to improve instruction and program implementation.
7. Professional development for Teachers and paras.
8. Regular training for paraprofessionals by coaches on classroom management, program implementation, and LETRS instruction.
9. Increase the amount of reading and math time and opportunities to respond, with an intentional focus on students at risk.
10. Set Pathways of Progress goals and monitor student progress regularly.
11. Resources and supplies needed to implement the plan and support student learning.
12. Technology that would increase students' access to the curriculum. This would include, but not be limited to, Chromebooks, projectors and bulbs, and audio enhancement devices.
13. Integrate cross-curricular (math, ELA, Science, Social Studies) into reading and math. Provide the supplies and resources needed to implement this into the plan.

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount	**1**
Cap Amount	**2**
Cap Amount	**3**

TSSA	Total Allocated	$67,004	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Supplies 608	Teacher & Student Incentives Rewards 614
SW Goal 1, Step 1	Instructional Paras	$48,538.52	$45,019.48	$3,519.04					
SW Goal 1, Step 1	Para Subs	$5,000.00			$5,000.00				
SW Goal 1, Step 3	Guiding Coalition/Behavior Team Stipends	$3,414.84	$2,344.63	$1,070.21					
SW Goal 1, Step 4	Teacher and Student Incentives	$3,350.21							$3,350.21
SW Goal 1, Step 4	Supplies, Including Classroom Materials, Books, and other resources to support learning	$6,700.43						$6,700.43	
		$0.00							
	Total Subcategories	$67,004.00	$47,364.11	$4,589.25	$5,000.00	$0.00	$0.00	$6,700.43	$3,350.21

Goal 1

Goal 1- 93% of kindergarten students will blend 10 or more Whole Words Read by the EOY benchmark period as determined by the Acadience Benchmark Assessment. The percentage of first grade students scoring at or above benchmark on the Acadience Reading Composite will increase by 12% from BOY to EOY.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1 Hire paraprofessionals to support students and facilitate small-group reading instruction and deliver targeted Tier 2 and Tier 3 interventions.

2 We will use the district approved curriculum Super Kids with high fidelity, focusing on explicit phonics routines, phonemic awareness, and data driven assessments and interventions.

3 Prioritize regular collaboration and data discussion to facilitate appropriate response to intervention, improve school climate, and improve behavior. Regular meetings with the leadership teams to

4 If funds are not used for paraprofessionals, funds will be used to purchase additional 95% phonics materials, decodable texts, and enhancing school climate.

5

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount	**1**

TSSA	Total Allocated	$407,841	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Incentives Rewards 614	School & Class Supply Fees (equals 25% of total)
	Para Subs	$0.00			BEHS substitutes and PD funds are in SLT plan				
Goal 2 Step 1	LCSW	$51,742.00	$39,395.00	$12,347.00					
Goal 1 Step 3	Instructional Supplies for classrooms	$29,857.00					$29,857.00		
Goal 1 Step 2	Student Government Advisor [1]	$4,596.90	$3,500.00	$1,096.90					
Goal 1 Step 1	Online Lab Teacher [2]	$47,356.00	$36,056.04	$11,299.96					
Goal 1 Step 4	Testing Coordinator [3]	$6,567.00	$5,000.00	$1,567.00					
Goal 1 Step 4	Accomodations Testing Coordinator [4]	$2,626.80	$2,000.00	$626.80					
Goal 1 Step 2	Academic Olympiad (2 @ $500) [5]	$1,313.40	$1,000.00	$313.40					
Goal 1 Step 2	Graduation Chair [6]	$394.02	$300.00	$94.02					
Goal 1 Step 2	Sterling Scholar [7]	$1,182.06	$900.00	$282.06					
Goal 1 Step 2	Student of the Month [8]	$1,182.06	$900.00	$282.06					
Goal 2 Step 2	Student and Teacher Incentives	$15,000.00						$15,000.00	
Goal 1 Step 2	STEM	$1,313.40	$1,000.00	$313.40					
Goal 1 Step 1	Credit Recovery After School	$14,078.51	$10,719.00	$3,359.51					
Goal 1 Step 3	Upgrade commons to a classroom - projector and sound system	$22,000.00					$22,000.00		
Goal 1 Step 2	Dance Company [9]	$14,532.75	$13,500.00	$1,032.75					
Goal 2 Step 3	Building Student Connections - ex:chaperones, training, systems & supports	$12,000.00					$12,000.00		
Goal 1 Step 2	Video Board [10]	$1,313.40	$1,000.00	$313.40					
Goal 1 Step 4	Summer School Counselor	$656.70	$500.00	$156.70					
Goal 2 Step 4	Counselor week items	$3,000.00					$3,000.00		
Goal 1 Step 6	Team Teacher Training (12 teachers - $300 + food)	$5,129.00	$3,600.00	$1,128.24			$400.76		
Goal 1 Step 5	SPED Classroom Table upgrades	$7,000.00					$7,000.00		
$407,841.00	Total Subcategories	$242,841.00	$119,370.04	$34,213.20	$0.00	$0.00	$74,257.76	$15,000.00	$0.00
	CHECK TO SCHOOL FROM DISTRICT	$165,000.00							$165,000.00
	TOTAL ALLOCATION	**$407,841.00**	$0.00						

Allocations made to salaries/benefits can be moved to the sub category without a plan ammendment/review, if the amount allocated to ESS subs is a close approximation.

TSI, ATSI, CSI Goal

Do you have TSI, ATSI, CSI Designations? If not, skip and delete this sheet. If yes, delete this row and proceed.	
BEHS will improve graduation rates by reducing the number of students who are credit deficit from 7% to be less than 5% by end of year 2026-27, through leadership and additional opportunities to be engaged, with emphasis on our students with disabilities.	
Action Plan	
What specific tasks/activites will need to be done to help reach your goal?	
1 - Retain an Online Lab Teacher who will support the credit recovery lab for students during the school day and provide staff for after school work and testing.	
2 - Pay teachers to support students and additional projects throughout the school year: Student Government, Student of the Month, Sterling Scholar, ...	
3 - Pay for instructional and classroom supplies and technology to improve classroom effectiveness.	
4 - Pay for additional support for testing, ensuring accomodations are met, and recording all necessary adjustments to student transcripts.	
5 - Purchase whiteboard tables for our SPED room to improve engagement and increase student success.	
6 - Provide specific training for team-teaching to improve our effectiveness and increase student learning with our students with disabilities.	
Designation 1:	Narrative - Help our students with disabilities learn and earn credit while also making up any lost credit.
	Focus on Graduation with Seniors. Focus on UA+ prep and growth with Sophmores. (With General Ed. and SPED Teachers.)
Designation 2:	Replace with a narrative
	Replace with which evidence-based interventions will be used
Designation 3:	Replace with a narrative
	Replace with which evidence-based interventions will be used
Mid Year Review:	Replace with measurement used: MAP, Acadience, WIDA, etc. Needs approved.
Replace with Date of review	Replace with a narrative

Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?
The percentage of students credit-deficit towards graduation will be tracked each trimester. By the time 3rd trimester ends, we hope to see less than 5% of our students who are credit-deficit. https://docs.google.com/spreadsheets/d/1g15D1necxz566-5I6MG7_cN6TN9MaAgTmfAvFL-c7z8/edit#gid=865167652

Backup Plan for Funding Changes	
There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?	
Cap Amount	**1**
Cap Amount	**2**
Cap Amount	**3**

Goal 1

BEHS will improve graduation rates by reducing the number of students who are credit deficit from 7% to be less than 5% by end of year 2026-27, through leadership and additional opportunities to be engaged, with emphasis on our students with disabilities.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1 - Retain an Online Lab Teacher who will support the credit recovery lab for students during the school day and provide staff for after school work and testing.

2 - Pay teachers to support students and additional projects throughout the school year: Student Government, Student of the Month, Sterling Scholar, ...

3 - Pay for instructional and classroom supplies and technology to improve classroom effectiveness.

4 - Pay for additional support for testing, ensuring accomodations are met, and recording all necessary adjustments to student transcripts.

5 - Purchase whiteboard tables for our SPED room to improve engagement and increase student success.

6 - Provide specific training for team-teaching to improve our effectiveness and increase student learning with our students with disabilities.

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount	1
Cap Amount	2
Cap Amount	3

Goal 2

Box Elder High School will increase our Panorama indicators by at least 1% in each category to support students' mental and emotional health, strengthen healthy behaviors, and build meaningful connections with teachers and staff members.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1 - Retain our LCSW in our building.

2 - Incentives to support positive behaviors.

3 - Focusing on building connections with trainings, opportunties for staff to get involved and additional professional development.

4 - Supporting counselors to have access to supports needed for students.

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount	1
Cap Amount	2
Cap Amount	3

[1] Aaron Dooley

[2] Carson Mund
- 7 sections Gen Ed
- 8 sections TSSA

[3] Patrick Parker

[4] Travis Mumford

[5] Shannon Cheney
Peter Gerlach

[6] Timber Bailey

[7] Sarah Bliesner

[8] Sarah Bliesner

[9] Becca Ammons

[10] Patrick Parker

TSSA	Total Allocated	$303,921	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Incentives Rewards 614	School & Class Supply Fees (equals 25% of total)
SW & TSI Goal 1, Action Step 7	LCSW - 3 days a week	$41,000.00	$41,000.00						
SW & TSI Goal 1, Action Step 8	Lunch and Learn	$1,719.78					$5,000.00		
SW & TSI Goal 1, Action Step 7	Teen center coordinator	$30,000.00	$30,000.00						
SW & TSI Goal 1, Action Step 7	Asst. Student Government Advisor	$5,910.30	$4,500.00	$1,410.30					
SW & TSI Goal 1, Action Step 7	Asst. Student Government Advisor	$5,910.30	$4,500.00	$1,410.30					
SW & TSI Goal 1, Action Step 8	PLC Team Leadership Stipend - 11 total	$14,447.40	$11,000.00	$3,447.40					
SW & TSI Goal 2, Action Step 4	Sterling Scholar stipend and supplies	$1,482.06	$900.00	$282.06			$300.00		
SW & TSI Goal 2, Action Step 4	National Honor Society Stipend	$985.05	$750.00	$235.05					
SW & TSI Goal 1, Action Step 8	Annette Brinkman student engagement coaching consulting	$18,566.30			$18,566.30				
SW & TSI Goal 1, Action Step 7	Stipend for audio visual support and supervision (BRAVO)	$5,910.30	$4,500.00	$1,410.30					
SW & TSI Goal 1, Action Step 3	Chinese new year	$500.00					$500.00		
SW & TSI Goal 1, Action Step 8	FACS - Professional development	$1,500.00			$1,500.00				
SW & TSI Goal 1, Action Step 3	Health Science - Butterfly ultrasound	$3,500.00					$3,500.00		
SW & TSI Goal 2, Action Step 4	Scholarship bootcamp	$1,530.00	$1,300.00	$130.00			$100.00		
SW & TSI Goal 1, Action Step 6	SPED - IXL Licenses	$2,593.75			$2,593.75				
SW & TSI Goal 2, Action Step 1	A.P. testing stipend	$1,313.40	$1,000.00	$313.40					
SW & TSI Goal 2, Action Step 1	RISE testing stipend	$1,313.40	$1,000.00	$313.40					
SW & TSI Goal 2, Action Step 1	ACT stipend	$1,313.40	$1,000.00	$313.40					
SW & TSI Goal 1, Action Step 8	Curriculum hrs. Heidi Jensen and ELA team 8 teachers @ $52.54 /hour x 40, PLUS 8 teachers @ $110/day for 3 school days	$19,452.80	$19,452.80						
SW & TSI Goal 1, Action Step 7	Teacher and Student Incentives	$14,972.76						$14,972.76	
	Total Subcategories	$173,921.00	$120,902.80	$9,265.61	$22,660.05	$0.00	$9,400.00	$14,972.76	$0.00
	Check sent to school from District	$130,000.00							$130,000.00
	Total Allocation	**$303,921.00**	$0.00						

Allocations made to salaries/benefits can be moved to the sub category without a plan ammendment/review, if the amount allocated to ESS subs is a close approximation.

TSI, ATSI, CSI Goal	
Replace with the Goal you set for your school to support students underserved by your TSSA designation? This should align to your overall goals.	
Action Plan	
What specific tasks/activites will need to be done to help reach your goal?	
1 Reducing the number of students failing classes through Friday DEN time, new work with credit recovery, new math approach, and additonal art sections.	
2 Providing incentives for attendance	
3 Provide credit recovery and initial credit both in-person and online	
4 Math remediation, separate from Edgenuity. Providing core materials and supplies (what used to be cover by student fees)	
5 Provide targeted student support and incentives for our ATSI student populations SWD. As well as student extentions and enrichment	
6 Promote positive school culture, student & staff incentives, life-skills class and social-emotional support. BRAVO & SALT club	
7 Continued staff and curriculum development of GVCs, student engagement/ tasking training as well as work on the PLC process	
8 Support college (A.P. concurrent enrollment, ACT) and career pathways (Military, Bridgerland, trade school, internships, pathway completers)	
9 Develop students' soft skills necessary to be college and career-ready.	
10 Support the salary of a paraprofessional who helps with college enrollment and scholarship processes. Parent liaison for college and career.	
Designation 2: Replace with a narrative	
Replace with which evidence-based interventions will be used	
Designation 3: Replace with a narrative	
Replace with which evidence-based interventions will be used	
Mid Year Review: Replace with measurement used: MAP, Acadience, WIDA, etc. Needs approved.	
Replace with Date of review Replace with a narrative	
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report? Graduation rates for students with disabilities will increase, as well as increased % of students with a post high school plan.	
Backup Plan for Funding Changes	
There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?	
Cap Amount 1	
Cap Amount 2	
Cap Amount 3	

Goal 1

Goal 1- Include goals for the TSI Subgroup(s)
By May of 2027, Bear River High School will increase our graduation rate by 1% from the previous year. "

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1 Reducing the number of students failing classes through Friday DEN time, new work with credit recovery, new Math approach, and additonal Art sections.

2 Providing incentives for attendance

3 provide instructional material needed for teachers to educate students and increase high levels of learning (technology, visual, instructional materials)

4 Provide credit recovery and initial credit both in-person and online

5 Math remediation, not Edgenuity. Providing core materials and supplies (what used to be cover by student fees)

6 Provide targeted student support and incentives for our ATSI student populations SWD. As well as student extentions and enrichment

7 Promote positive school culture (swag), and Student & staff incentives, and life-skills class and social-emotional support, Teen center, student council advisor, BRAVO & SALT club, school brandin

8 Continued staff and curriculum development of GVCs (ELA team), student engagement/ tasking training as well as work on the PLC process (Annette Brinkman), PLC team leaders stipend; team PD, curriculum hours.

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount	1
Cap Amount	2
Cap Amount	3

Goal 2

Goal 2
75% of Bear River High School Seniors will have a post-graduation plan by May of 2027.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1 Support college (A.P. concurrent enrollment, ACT, RISE) and career pathways (Military, Bridgerland, trade school, internships, pathway completers)

2 Develop students' soft skills necessary to be college and career-ready.

3 Support the salary of a paraprofessional who helps with college enrollment and scholarship processes. Parent liaison for college and career.

4 Support Sterling scholar expenses (stipend, materials); scholarship bootcamp, National Honor Society

5

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount	1
Cap Amount	2
Cap Amount	3

TSSA	Total Allocated	$40,708	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Incentives Rewards 614	School & Class Supply Fees (equals 25% of total)
	Para Subs	$0.00			Must add amount based on previous year amount spent				
SW Goal 1, Step 1	Salary for Para	$27,672.83	$21,069.43	$6,603.40					
Goal 2, Step 1	Teacher & Student Incentives	$2,035.41						$2,035.41	
		$0.00							
		$0.00							
	Total Subcategories	$29,708.24	$21,069.43	$6,603.40	$0.00	$0.00	$0.00	$2,035.41	$0.00
		$11,000.00							$11,000.00
		$40,708.24	$0.00						

Allocations made to salaries/benefits can be moved to the sub category without a plan ammendment/review, if the amount allocated to ESS subs is a close approximation.

Goal 1

Our goal is to decrease the number of failing grades in the class by 2%. We will do this by hiring a full time instructional para / mentor to work in our junior pod. By providing all incoming students a mentor to communicate with home and track overall student progress, we will in turn improve credits earned and increase our overall graduation rate.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1. Hire a para to mentor one of our junior pods.

2

3

4

5

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount	1
Cap Amount	2
Cap Amount	3

Goal 2

Sunrise high will use TSSA funds to purchase school supplies to support classroom instruction, to provide rewards and incentives for students and teachers.who meet the academic and attendance goals

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1. Purchase incentives and rewards for students and teachers. ($2035.41)

2

3

4

5

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount	**1**
Cap Amount	**2**
Cap Amount	**3**

TSSA	Total Allocated $257,397	$257,397	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Incentives Rewards 614	School & Class Supply Fees (equals 25% of total)
Goal 2, Step 3	LCSW	$35,000.00	$35,000.00						
Goal 2, Step 4	Part time Counselor	$40,000.00	$40,000.00						
Goal 1, Step 1	Teacher Lunch Duty	$14,000.00	$9,808.84	$4,191.16					
Goal 2, Step 1	Student Government Advisors	$9,193.80	$7,000.00	$2,193.80					
Goal 1, Step 1	Webmaster	$1,500.00	$1,029.90	$470.10					
Goal 2, Step 1	AP Test Coordinator	$1,970.10	$1,500.00	$470.10					
Goal 1, Step 1	Increase 3 aide hours by 4.75hrs/week	$10,339.30	$9,607.39	$731.91					
Goal 1, Step 2	Staff PD and/or Conference	$8,000.00			$8,000.00				
Goal 1, Step 3	LIA Buses	$2,000.00				$2,000.00			
Goal 1, Step 2	Lunch/Learn & Breakfast/Brush-up	$5,000.00					$5,000.00		
Goal 2, Step 1	NOPE Squad/Counseling Support	$5,000.00					$5,000.00		
Goal 1, Step 2	Team Leader	$9,193.80	$7,000.00	$2,193.80					
	Substitutes forTeacher PD/Paras	$10,000.00			$10,000.00				
	Teacher and student incentives	$10,200.00						$12,869.87	
	Total Subcategories	$161,397.00	$110,946.13	$10,250.87	$18,000.00	$2,000.00	$10,000.00	$12,869.87	$0.00
	Check to the school	$96,000.00							$96,000.00
	Total	$257,397.00	$0.00						

Allocations made to salaries/benefits can be moved to the sub category without a plan ammendment/review, if the amount allocated to ESS subs is a close approximation.

Goal 1

Goal 1- Include goals for the TSI Subgroup(s) Goal: By the end of the 2026-27 school year BEMS will increase their combined MGP by at least 2%, based off of end of year state testing.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1 - Online para, SPED Para, additional hours for Reading/Intervention Para, SPED Para, LCSW

2 - Conferences, PD opportunities, books, collaboration time

3 - Lunch and Learns, Incentives, Buses for learning and leadership growth

4 - Classroom Supplies to support student performance and academic achievement.

5 - Students and program supports - credit recovery, SPED para

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount	1
Cap Amount	2
Cap Amount	3

TSI, ATSI, CSI Goal 2

Do you have TSI, ATSI, CSI Designations? If not, skip and delete this sheet. If yes, delete this row and proceed.	
Goal 1- Include goals for the TSI Subgroup(s)we will strengthen positive relationships and sense of belonging across our school community by fostering authentic connections between staff and students, expanding access to meaningful leadership roles, enrichment experiences, and real-world learning opportunities that develop student pathways to success.	
Action Plan	
What specific tasks/activites will need to be done to help reach your goal?	
1 - Student Government Advisors, webmaster, teacher lunch duty, NOPE Squad, Unity and Togetherness	
2 - Students supports - credit recovery, SPED para	
3- LCSW	
4 Hire an additional Part time Counselor	
5	
Designation 1: Replace with a narrative	
Replace with which evidence-based interventions will be used	
Designation 2: Replace with a narrative	
Replace with which evidence-based interventions will be used	
Designation 3: Replace with a narrative	
Replace with which evidence-based interventions will be used	
Mid Year Review: Replace with measurement used: MAP, Acadience, WIDA, etc. Needs approved.	
Replace with Date of review Replace with a narrative	
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?	
Backup Plan for Funding Changes	
There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?	
Cap Amount **1**	
Cap Amount **2**	
Cap Amount **3**	

TSSA	Total Allocated	$220,482	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Incentives Rewards 614	School & Class Supply Fees (equals 25% of total)
Goal 1, Step 1	Professional Development and reimbursement for staff/subs/travel/working with students	$23,994.90	$10,239.20	$4,760.80	$8,994.90				
(Goal 1, Step 2) (Goal 2, Step 2)	Student and staff incentives	$18,524.10					$7,500.00	$11,024.10	
Goal 1, Step 3	Leadership team stipends Guiding coalition& team leaders,	$20,000.00	$13,732.00	$6,268.00					
Goal 2, Step 2	ISS Para salary	$36,243.00	$21,612.00	$14,631.00					
Goal 2, Step 3	LCSW 2 days/week	$28,020.00	$19,238.53	$8,781.47					
Goal 1, Step 5	Software liscenses and technology	$10,000.00					$10,000.00		
Goal 1, Step 4	Fieldtrips/LIA bus	$5,500.00				$5,500.00			
Goal 2, Step 5	Hope Squad and GYC stipend	$2,000.00	$1,373.20	$626.80					
Goal 1, Step 3	Flex coordinator	$2,000.00	$1,373.20	$626.80					
Goal 1, Step 3	Student council	$4,200.00	$2,883.72	$1,316.28					
		$0.00							
		$0.00							
		$0.00							
		$0.00							
		$0.00							
	Total Subcategories	$150,482.00	$70,451.85	$37,011.15	$8,994.90	$5,500.00	$17,500.00	$11,024.10	$0.00
Goal 1, Step 4	Check from District	$70,000.00							$70,000.00
	Total Allocatoins	$220,482.00							

Allocations made to salaries/benefits can be moved to the sub category without a plan ammendment/review, if the amount allocated to ESS subs is a close approximation.

Goal 1

Replace with written goal
Goal 1- Include goals for the TSI Subgroup(s)
65% of our students will be at or above grade level or show one years growth in math and 60% will do that same in reading, according to MAP testing from spring 2026 scores to spring 2027 scores.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1 - Professional Development for staff.	
2 - Set growth goals with students, tutoring, and use incentives to help them achieve their goal.	
3 - Pay the stipends of our guiding coalition, team leaders, flex coordinator, and student government to help drive our training and school vision.	
4 - Classroom, school supplies, fieldtrips	
5 - Software Liscenses and technology	
6 - Continue to build capacity of instructional staff with professional learning opportunities that align with school goals and overarching goal of becoming a model PLC school	
7 - Review, adapt, and modify PLC process to ensure high levels of learning for all students	

How does the TSSA plan support your TSI subgroups?

Designation 1:	**Narrative**
	which evidence-based interventions will be used?
Designation 2:	**Narrative**
	which evidence-based interventions will be used?
Designation 3:	**Narrative**
	which evidence-based interventions will be used?

Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Goal 2

Goal 1- Include goals for the TSI Subgroup(s)
We will reduce the number of level 2 and level 3 educator handbook referrals by improving student and staff interactions and focusing on positive interactions.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1 During supervision activities, staff will begiven bear bucks to hand out to kids. This will increase the positive interactions with students. We will then hold prize drawing for staff and students.

2 - Pay a para to work with students in ISS and to track behavior data. ($35,000)

3 - Pay for the salary for two days/week of an LCSW. ($23,035)

4 - Purchase incentives for students to improve and change their behaviors

5 - Hope Squad and GYC stipends

How does the TSSA plan support your TSI subgroups?

Designation 1:	**Narrative**
	which evidence-based interventions will be used?
Designation 2:	**Narrative**
	which evidence-based interventions will be used?
Designation 3:	**Narrative**
	which evidence-based interventions will be used?

Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

TSSA	Total Allocated	$264,730	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Incentives Rewards 614	School & Class Supply Fees (equals 25% of total)
SW Goal 1, Step 1	LCSW Partial Salary	$57,811.00	$39,693.03	$18,117.97	Must add amount based on previous year amount spent				
SW Goal 2, Step 1	Testing Aide	$4,306.00	$3,976.59	$329.41					
SW Goal 2, Step 2	Chinese productivities	$12,850.10	$8,823.10	$4,027.00					
SW Goal 2, Step 3	Pockettalk translators	$900.00					$900.00		
SW Goal 2, Step 4	Accommodations Paras	$24,600.00	$22,718.10	$1,881.90					
SW Goal 2, Step 5	SOAR Aide	$16,000.00	$14,776.00	$1,224.00					
SW Goal 2, Step 6	Substitute Costs	$6,576.41			$6,576.41				
SW Goal 3, Step 1	Behavior Aides	$34,232.00	$31,614.00	$2,618.00					
SW Goal 3, Step 2	PBIS Team Stipends	$6,375.00	$4,377.07	$1,997.93					
SW Goal 3, Step 3	PBIS Incentives	$13,236.50						$13,236.50	
SW Goal 3, Step 4	Lunchtime Para	$5,920.00	$5,467.12	$452.88					
SW Goal 3, Step 5	Nest Aide	$22,923.00	$15,738.93	$7,184.07					
		$0.00							
		$0.00							
		$0.00							
		$0.00							
		$0.00							
	Total Subcategories	$205,730.01	$147,183.94	$37,833.16	$6,576.41	$0.00	$900.00	$13,236.50	$0.00
CHECK TO SCHOOL FROM DISTRICT		$59,000.00							$59,000.00
	TOTAL ALLOCATION	$264,730.01	$0.00						

Allocations made to salaries/benefits can be moved to the sub category without a plan ammendment/review, if the amount allocated to ESS subs is a close approximation.

Goal 1

Goal 1-Goal 1- Additional Counseling/Mental Health Support - ACYI will increase student access to counseling support and mental health support by paying a portion of the salary of an LCSW (Licensed Clinical Social Worker). The LCSW will provide students with mental health crises intervention, social-emotional support, and on going therapy, etc. The ultimate goal is to increase the number of students that receive support and resources by 5% during the 2026-2027 school year when compared to data from the 2025-2026 school year.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1. Contribute $57811 to the salary and benefits of the LCSW (18,117.97 benefits)	
2	
3	
4	
5	

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount	**1**
Cap Amount	**2**
Cap Amount	**3**

Goal 2

Goal 2- ACYI will show a 5 % proficiency increase on the reading portion of the MAP test during the winter test administration of the 2026-2027 school year as compared the winter test administration of the 2025-2026 school year. We will continue to screen all students for reading needs, pull them into reading interventions, and give them the needed instruction to fill gaps.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1. We will pay a testing aide who will run and schedule our school tests as well as upkeep our chromebooks for $4,306 ($329.41 in benefit costs)
2. We will pay our Chinese teacher two productivity sections to give our students the needed classes and support for $12,850.10 ($4,027.22 in benefit costs)
3. We will buy Pockettalk translators to help our brand new ESL students access their learning for $900.
4. We will hire special education accommodations paraeducators to assist in helping students access their accommodations for $24,600 ($1881.90 benefits)
5. We will hire a SOAR aide to give out tickets to help students get to the appropriate intervention for $16,000 ($1,224 in benefits).
6. We will use $6000 to pay for substitutes as needed for teachers to attend professional development opportunities.

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount: $24,000	1. Update chromebook carts as we have many that are failing.
Cap Amount: $12,000	2. Professional development for teachers to support Tier 1 instruction and intervention
Cap Amount: $45,600	3. Hire additional reading paraeducators to expand our reading intervention piece.

Goal 3

Goal 3- ACYI will show a 5 % decrease in office referrals for the 2026-2027 school year.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1. We will hire behavior aides to assist in our Soar to Success classroom to help students with behavior needs be successful for $34,232 ($2,618 in benefits).

2. We will pay our PBIS team members a stipend for their work in supporting our school behavior plan for $6,375 ($1,997.93 in benefits).

3. We will buy prizes for student drawings and the store for our behavior system for $13,236.50.

4. We will hire a lunchtime paraeducator to help us monitor students for $5,920 ($452.88 in benefits).

5. We will cover registration fees for students so they can have general access to the courses they need ($59,000).

6. We will hire a NEST aide who will provide and calm and relaxing place for students are struggling with anxiety and also a quiet testing area for $22,923 (7184.07 in benefits).

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount: $24,000	**1. Update chromebook carts as we have many that are failing.**
Cap Amount: $12,000	**2. Professional development for teachers to support Tier 1 instruction and intervention**
Cap Amount: $45,600	**3. Hire additional reading paraeducators to expand our reading intervention piece.**

TSI, ATSI, CSI Goal

Do you have TSI, ATSI, CSI Designations? If not, skip and delete this sheet. If yes, delete this row and proceed.	
Replace with the Goal you set for your school to support students underserved by your TSSA designation? This should align to your overall goals.	
Action Plan	
What specific tasks/activites will need to be done to help reach your goal?	
1	
2	
3	
4	
5	
Designation 1:	Replace with a narrative
	Replace with which evidence-based interventions will be used
Designation 2:	Replace with a narrative
	Replace with which evidence-based interventions will be used
Designation 3:	Replace with a narrative
	Replace with which evidence-based interventions will be used
Mid Year Review:	Replace with measurement used: MAP, Acadience, WIDA, etc. Needs approved.
Replace with Date of review	Replace with a narrative
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?	
Backup Plan for Funding Changes	
There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?	

Cap Amount	**1**
Cap Amount	**2**
Cap Amount	**3**

TSSA	Total Allocated	$218,712	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Incentives Rewards 614	School & Class Supply Fees (equals 25% of total)
Goal 1 Step 1	Hire instructional paras for SPED classes and Reading intervention	$30,000.00	$27,900.00	$2,100.00					
Goal 1 Step 2	Head Husky advisor	$4,500.00	$3,090.00	$1,410.00					
Goal 1 Step 4	PLC Team leaders	$15,000.00	$10,300.00	$4,700.00					
Goal 1 step 2	End of year activities	$6,800.00					$6,800.00		
Goal 2 Step 1	LCSW 3 days a week	$57,000.00	$39,200.00	$17,800.00					
Goal 2 step 2	Behavior support para	$27,000.00	$18,630.00	$8,370.00					
Goal 1 step 6	Substitutes for IEP, 504 and ELL meetigs	$7,500.00			$7,500.00				
Goal 1 step 3	Substitutes for Professional development	$1,400.00			$1,400.00				
Goal 1 step 2	Student and Teacehr incentives	$10,145.00						$10,145.00	
Goal 1 step 3	Lunch and Learn and PD opportunities	$7,500.00	$500.00		$1,000.00		$6,000.00		
		$0.00							
		$0.00							
		$0.00							
		$0.00							
		$0.00							
		$0.00							
	Total Subcategories	$166,845.00	$99,620.00	$34,380.00	$9,900.00	$0.00	$12,800.00	$10,145.00	$0.00
	Check from District	$51,867.00							$51,867.00
	Total Allocation	**$218,712.00**	$0.00						

Allocations made to salaries/benefits can be moved to the sub category without a plan ammendment/review, if the amount allocated to ESS subs is a close approximation.

Goal 1

75% of our 6th & 7th-grade students will be at the 50th percentile for achievement, or make one year's growth as measured by MAP reading assessment from the BOY to the EOY in May 2027.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1. Hire para professionals to provide classroom as well as additional behavior suport.
2. Provide student rewards and activites to support the school wide positive behavior support porgram and to help build student connections.
3. Teachers and staff will participate in training to improve team teaching, classroom engagement and teaching strategies. This includes conferences and substitute costs.
4. Leadership team will analyze school wide data and will contribute to school wide instructional decisions.
5. We will purchase classroom supplies to support student performance and academic achievement
6. Pay for substitutes to cover for SPED teachers and staff during the regular school day to improve the effectiveness of IEP's

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

Any additional funds will be used for instructional technology in the classroom.

Cap Amount	1
Cap Amount	2
Cap Amount	3

Goal 2

Goal 2- Additional Counseling, Mental Health, and behavioral Support - Harris will increase student access to counseling support and mental health support by paying a portion of the salary of an LCSW (Licensed Clinical Social Worker). The LCSW will provide students with mental health crises intervention, social-emotional support, and on going therapy, etc. We will also pay for an additional behavior support para professional. This para will help students with trackers, goals, and managing their behavior to decrease the time spent in ISS and increase the time in the regular class. The ultimate goal is to increase the number of students, including ELL and SWD that receive additional support and resources by 2% during the 2026-2027 school year when compared to data from the 2025-2026 school year.

Action Plan
What specific tasks/activites will need to be done to help reach your goal?
1. Pay for part of the salary of an LCSW to be in the building 3 days a week.
2. Pay for an additional behavior specialist to work with our in school suspension para.
3
4
5

Review your progress with your leadership team once each trimester.

Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes	
Any additional funds will be used for instructional technology in the classroom.	
Cap Amount	**1**
Cap Amount	**2**
Cap Amount	**3**

TSI, ATSI, CSI Goal	
75% of our 6th & 7th-grade students, in our TSI subcategories, will be at the 50th percentile for achievement, or make one year's growth as measured by MAP reading assessment from the BOY to the EOY in May 2027.	
Action Plan	
What specific tasks/activites will need to be done to help reach your goal?	
1. Hire para professionals to support instruction in core classes	
2. Provide EBLI reading support for a minimum of 6 weeks for SWD students, and available to use in pull out classes as well.	
3. Provide student rewards and activites to support the school wide positive behavior support porgram and to help build student connections.	
4. Provide substitutes several days each moth to support teachers as they hold IEP meetings	

Designation 1:	SWD students will receive services from a highly qualified teacher each day and will receive reading intervention services for a minimum of 6 weeks durring the reading /advisory time.
SWD	We will use the EBLY reading program and porovide a para for additional classroom support
Designation 2:	
Mid Year Review:	MAP assessments will be used to monitor progress
Replace with Date of review	Mid year review will be done by January 15th
We will use EOY MAP data to determine if we reached our goal. Mid year MAP data along with EBLY data will give us the data to monitor our progress.	
Backup Plan for Funding Changes	
If we are unable to hire someone, or if the intended funds are not used, any additional funds will be spent on instructional technology in the classroom	
Cap Amount	**1**
Cap Amount	**2**
Cap Amount	**3**

TSI, ATSI, CSI Goal	
75% of our 6th & 7th-grade students, in our TSI subcategories, will be at the 50th percentile for achievement, or make one year's growth as measured by MAP reading assessment from the BOY to the EOY in May 2027.	
Action Plan	
What specific tasks/activites will need to be done to help reach your goal?	
1. Hire para professionals to support instruction in core classes	
2. Provide EBLI reading support for a minimum of 6 weeks for ELL and SWD students	
3. Provide student rewards and activites to support the school wide positive behavior support porgram and to help build student connections.	
4. Purchase classroom supplies to support student performance and academic achievement	
Designation 1:	ELL students will receive services from a highly qualified teacher each day and will receive reading intervention services for a minimum of 6 weeks durring the reading /advisory time.
ELL	We will use the EBLY reading program and porovide a para for additional classroom support
Designation 2:	
Mid Year Review:	MAP, and WIDA, assessments will be used to monitorprogress
Replace with Date of review	Mid year review will be done by January 15th
We will use EOY MAP data to determine if we reached our goal. Mid year MAP data along with EBLY data will give us the data to monitor our progress.	
Backup Plan for Funding Changes	
If we are unable to hire someone, or if the intended funds are not used, any additional funds will be spent on instructional technology in the classroom	
Cap Amount	**1**
Cap Amount	**2**
Cap Amount	**3**

TSSA	Total Allocated	Input	Please complete this tab and copy all amounts to the allocation tab.						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Teacher & Student Supplies 608	Teacher & Student Incentives Rewards 614
Goal 1, Steps 1, 2, and 3	Entrance fees to specific job training activities, cash for the purpose of learning how money works in real world experiences, bus fees	$4,931.00				$1,000.00		$3,931.00	
	Total Subcategories	$4,931.00	$0.00	$0.00	$0.00	$1,000.00	$0.00	$3,931.00	$0.00

Allocations made to salaries/benefits can be moved to the sub category without a plan ammendment/review, if the amount allocated to ESS subs is a close approximation.

Goal 1

ILSC will increase the on the job training opportunities for students by 2%-5% from the previous year during the 2026-27 school year

What specific tasks/activites will need to be done to help reach your goal?

1. Purchase school supplies to increase student engagement in activities

2. Purchase rewards and incentives to increase student engagement in activities

3. Accessibility to job training activities

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:	End of Trimester 1	Number of students participating in job training opportunities.	
Trimester 2:	End of Trimester 2	Number of students participating in job training opportunities.	
Trimester 3:	End of Trimester 3	Number of students participating in job training opportunities.	

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Backup Plan for Funding Changes

There are times when the planned expenditures in the goals of a plan are provided by the district, a grant, or another unanticipated funding source leaving additional funds to implement the goals. If additional funds are available, how will the school spend the funds to implement the goals in this plan?

Cap Amount	**1**
Cap Amount	**2**
Cap Amount	**3**

Fraud Risk Assessment

Continued

*Total Points Earned: 375 /395 *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	X	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	x	5
b. Procurement?	x	5
c. Ethical behavior?	x	5
d. Reporting fraud and abuse?	x	5
e. Travel?	x	5
f. Credit/Purchasing cards (where applicable)?	x	5
g. Personal use of entity assets?	x	5
h. IT and computer security?	x	5
i. Cash receipting and deposits?	x	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?		20
a. Do any members of the management team have at least a bachelor's degree in accounting?	X	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	X	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	x	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	X	20
7. Does the entity have or promote a fraud hotline?	x	20
8. Does the entity have a formal internal audit function?	x	20
9. Does the entity have a formal audit committee?	x	20

*Entity Name: Box Elder School District

*Completed for Fiscal Year Ending: 2026 *Completion Date: 6/2/2026

*CAO Name: Steven Carlsen *CFO Name: Neil Stevens

*CAO Signature: Steven Carlsen *CFO Signature: Neil B. Stevens

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	✓			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check “N/A”.	✓			
4. Are all the people who have access to blank checks different from those who are authorized signers?	✓			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	✓			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check “N/A”.	✓			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check “N/A”.	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check “N/A”.	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check “N/A”.	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check “N/A”.	✓			

* MC = Mitigating Control

Fraud Risk Assessment

Continued

*Total Points Earned: ____/395 *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	X	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	x	5
b. Procurement?	x	5
c. Ethical behavior?	x	5
d. Reporting fraud and abuse?	x	5
e. Travel?	x	5
f. Credit/Purchasing cards (where applicable)?	x	5
g. Personal use of entity assets?	x	5
h. IT and computer security?	x	5
i. Cash receipting and deposits?	x	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?		20
a. Do any members of the management team have at least a bachelor's degree in accounting?	X	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	X	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	x	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	X	20
7. Does the entity have or promote a fraud hotline?	x	20
8. Does the entity have a formal internal audit function?	x	20
9. Does the entity have a formal audit committee?	x	20

*Entity Name: Box Elder School District

*Completed for Fiscal Year Ending: 2027 *Completion Date: 6/2/2026

*CAO Name: Steven Carlsen *CFO Name: Neil Stevens

*CAO Signature: Steven Carlsen *CFO Signature: Neil B. Stevens

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
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12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check “N/A”.	✓			

* MC = Mitigating Control

MONTHLY FINANCIAL REPORT
MAY 31,2026

	ENDING MAY 2026	2025-26	2025-26	Currt Bud vs Actual	Prev Bud vs Actual	2024-25	2024-25
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			92%	92%		
	Percent of 9 month contract completed			89%	89%		
1	GENERAL FUND (M&O) FUND (10)						
2							
3	REVENUE:						
4	Local						
5	Property	35,711,452	33,803,172	94.7%	93.5%	31,850,192	34,066,920
6	Tuitions	250,000	246,911	98.8%	119.4%	388,986	325,805
7	Investment Earnings	2,100,000	1,438,985	68.5%	84.9%	1,734,504	2,043,890
8	Indirect Costs	500,000	0	0.0%	0.0%	0	864,147
9	Rental Fees/Building/Ft	90,000	172,890	192.1%	40.2%	98,842	246,172
10	Other	950,000	663,226	69.8%	33.5%	971,676	2,904,620
11	State	102,201,365	97,816,050	95.7%	95.1%	88,538,532	93,124,358
12	Federal	5,100,000	2,817,456	55.2%	50.1%	4,285,918	8,561,377
13	TOTAL M & O						
14	REVENUE	146,902,817	136,958,689	93.2%	90.0%	127,868,650	142,137,289
15	Beg Balance	21,161,084	28,940,707	136.8%	100.0%	21,161,084	21,161,084
16	Less:	143,134,497	121,246,309	84.7%	82.8%	109,998,600	132,852,491
17	Ending Balance	24,929,404	44,653,087	179.1%	128.2%	39,031,134	30,445,882
18	TOTAL M & O FUNDS						
19	available	24,929,404	44,653,087	179.1%	96.2%	127,868,650	132,852,491
20							
21	EXPENDITURES:						
22	Instruction (1000)						
23	Salaries	64,102,681	55,925,439	87.2%	83.5%	51,218,568	61,347,916
24	Benefits	21,458,740	19,642,061	91.5%	81.8%	18,286,255	22,345,584
25	Purchased Serv.	3,824,104	2,806,237	73.4%	85.7%	2,665,145	3,110,579
26	Supplies/Texbooks	5,385,400	3,452,811	64.1%	8.1%	288,326	3,543,860
27	Equipment	1,600,000	3,374	0.2%	69.7%	256,695	368,296
28	Other	850,000	226,718	26.7%	82.4%	476,214	578,245
29	Total	97,220,925	82,056,640	84.4%	80.2%	73,191,203	91,294,480
30							
31	Student Services (2100)						
32	Salaries	4,533,200	4,296,764	94.8%	83.2%	4,048,667	4,868,033
33	Benefits	1,621,270	1,600,743	98.7%	83.1%	1,510,289	1,817,627
34	Other	610,000	425,372	69.7%	62.0%	294,488	475,218
35	Total	6,764,471	6,322,878	93.5%	81.7%	5,853,444	7,160,878
36							
37	Instructional Staff (2200)						
38	Salaries	2,044,647	1,723,006	84.3%	87.3%	1,621,437	1,858,118
39	Benefits	703,766	633,068	90.0%	87.6%	616,406	703,310
40	Other	903,373	784,382	86.8%	87.4%	896,796	1,026,158
41	Total	3,651,787	3,140,455	86.0%	87.4%	3,134,639	3,587,586
42							

MONTHLY FINANCIAL REPORT
MAY 31,2026

	ENDING MAY 2026	2025-26	2025-26	Currt Bud vs Actual	Prev Bud vs Actual	2024-25	2024-25
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			92%	92%		
	Percent of 9 month contract completed			89%	89%		
43	District Administration (2300)						
44	Salaries	638,042	549,803	86.2%	90.5%	550,931	608,601
45	Benefits	229,090	191,994	83.8%	91.1%	203,425	223,395
46	Purch Services	270,000	13,274	4.9%	30.4%	157,985	519,217
47	Liability Insurance	274,944	0	0.0%	100.0%	229,120	229,120
48	Supplies	101,420	1,479	1.5%	93.5%	49,601	53,031
49	Other	55,000	29,612	53.8%	99.6%	29,808	29,939
50	Total	1,568,495	786,162	50.1%	73.4%	1,220,870	1,663,303
51							
52	School Administration (2400)						
53	Salaries	6,030,960	5,081,441	84.3%	91.4%	4,714,254	5,158,344
54	Benefits	2,323,042	1,919,647	82.6%	91.5%	1,791,324	1,957,534
55	Prof Serv/Travel	99,772	89,299	89.5%	60.5%	82,204	135,835
56	Other	18,400	16,925	92.0%	8.0%	14,545	180,984
57	Total	8,472,174	7,107,312	83.9%	88.8%	6,602,327	7,432,697
58							
59	Business & Support (2500)						
60	Salaries	844,343	685,977	81.2%	92.5%	628,369	679,648
61	Benefits	389,903	238,459	61.2%	92.7%	225,555	243,291
62	Purchased Services	591,414	715,209	120.9%	68.3%	271,021	396,650
63	Other	159,000	52,063	32.7%	44.4%	20,374	45,915
64	Total	1,984,660	1,691,709	85.2%	83.9%	1,145,319	1,365,504
65							
66	Operation & Maintenance (2600)						
67	Salaries	6,848,485	6,092,775	89.0%	91.7%	5,810,457	6,335,971
68	Benefits	2,411,429	2,158,607	89.5%	91.9%	2,107,847	2,293,643
69	Electricity	1,511,127	1,089,518	72.1%	87.6%	1,039,347	1,186,148
70	Purchased Service	802,000	997,219	124.3%	80.0%	663,913	829,958
71	Telephone	230,000	132,305	57.5%	115.7%	133,853	115,719
72	Natural Gas	895,300	487,022	54.4%	97.3%	498,112	511,966
73	Prop Insurance	345,000	304,650	88.3%	100.0%	206,810	206,810
74	Repair	700,250	257,299	36.7%	82.4%	223,755	271,410
75	Supplies	1,020,000	951,331	93.3%	244.7%	806,156	329,411
76	Other Property	750	21,649	2886.5%	100.0%	361	361
77							
78	Total	14,764,341	12,492,376	84.6%	95.1%	11,490,611	12,081,397
79							

MONTHLY FINANCIAL REPORT
MAY 31,2026

	ENDING MAY 2026	2025-26	2025-26	Currt Bud vs Actual	Prev Bud vs Actual	2024-25	2024-25
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			92%	92%		
	Percent of 9 month contract completed			89%	89%		
80	Transportation (2700)						
81	Salaries	4,036,067	3,779,654	93.6%	90.6%	3,564,027	3,933,171
82	Benefits	1,231,047	1,228,156	99.8%	91.3%	1,155,239	1,265,056
83	Purch Serv	359,416	413,067	114.9%	71.2%	404,530	567,867
84	Fuel	931,280	668,266	71.8%	94.9%	773,598	814,922
85	Supplies	829,655	545,164	65.7%	81.8%	488,855	597,704
86	Other/Property	142,010	59,856	42.1%	100.0%	3,516	3,516
87	Total	7,529,475	6,694,163	88.9%	89.0%	6,389,765	7,182,235
88							
89	Community Services (3300)						
90	Salary	788,616	652,396	82.7%	90.5%	675,536	746,221
91	Benefits	233,504	178,849	76.6%	90.7%	198,708	219,166
92	Purchased Serv	20,000	18,035	90.2%	69.1%	10,386	15,025
93	Supplies/Util	110,500	83,653	75.7%	86.7%	73,903	85,198
94	Property	15,000	13,754	91.7%	68.3%	6,611	9,677
95	Other Objects	10,550	7,929	75.2%	57.8%	5,278	9,124
96	Desig. Fund Bal						
97	Total	1,178,170	954,616	81.0%	89.5%	970,422	1,084,412
98	Total Expenditures	143,134,497	121,246,309	84.7%	82.8%	109,998,600	132,852,491
99	Interfund Trans					0	-
100	Change Desig Fund Bal						
101	Other/Budget Cuts						
102	TOTAL EXPENDITURERS						
103	M & O	143,134,497	121,246,309	84.71%	82.8%	109,998,600	132,852,491
104							

MONTHLY FINANCIAL REPORT
MAY 31,2026

	ENDING MAY 2026	2025-26	2025-26	Currt Bud vs Actual	Prev Bud vs Actual	2024-25	2024-25
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			92%	92%		
	Percent of 9 month contract completed			89%	89%		
105	School Activity Fund (21)						
106							
107	REVENUE:						
108	School Deposits	4,553,039	4,985,095	109.5%	94.8%	4,849,352	5,116,742
109							
110	Other						
111	Total Revenue	4,553,039	4,985,095	109.5%	94.8%	4,849,352	5,116,742
112	EXPENDITURES:						
113	Purchased Services	750,000	411,725	54.9%	89.0%	386,381	433,895
114	Supplies	2,860,000	3,759,080	131.4%	84.6%	3,492,846	4,127,283
115	Equipment/Property	40,000	145	0.4%	100.0%	12,370	12,370
116	Desig/Other/Adm	250,000	176,791	70.7%	0.0%	158,430	-
117	Total Expenditures						
118	School Activity	3,900,000	4,347,741	111.5%	88.6%	4,050,027	4,573,548
119	DEBT SERVICE FUND (31)						
120							
121	REVENUE:						
122	Property Tax	3,451,030	3,932,760	114.0%	91.7%	3,442,000	3,752,524
123	Interest	350,000	358,771	102.5%	100.6%	509,718	506,821
124	Other						
125	Total	3,801,030	4,291,531	112.9%	92.8%	3,951,718	4,259,345
126	Beginning Bal	8,982,628	8,982,628	100.0%	105.1%	8,982,628	8,546,847
127	LESS:	3,310,750	3,398,875	102.7%	100.0%	3,256,250	3,255,250
128	Ending Balance	9,472,908	9,875,284	104.2%	101.3%	9,678,096	9,550,942
129	Funds Available						
130	EXPENDITURE:						
131	Bond Debt	3,308,250	3,395,875	102.6%	100.0%	3,253,250	3,252,250
132	Fees	2,500	3,000	120.0%	100.0%	3,000	3,000
133	Other Uses						-
134	Total	3,310,750	3,398,875	102.7%	100.0%	3,256,250	3,255,250

MONTHLY FINANCIAL REPORT
MAY 31,2026

	ENDING MAY 2026	2025-26	2025-26	Currt Bud vs Actual	Prev Bud vs Actual	2024-25	2024-25
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			92%	92%		
	Percent of 9 month contract completed			89%	89%		
135	CAPITAL OUTLAY FUND (32)						
136							
137	REVENUE:						
138	Property Tax	19,311,054	19,197,252	99.4%	91.7%	9,959,998	10,858,549
139	Interest	770,000	977,397	126.9%	81.2%	761,361	937,302
140	Other	100,000	135,797	135.8%	25.4%	67,340	264,901
141	State	100,000	68,235	68.2%	31.9%	406,702	1,273,392
142	Federal /MBA	0	5,028	0.0%	0.0%	20,112	20,112
143	Ins./Prop.Recry	20,000	6,619	33.1%	0.0%	22,172	-
144	Total Revenue	20,301,054	20,390,327	100.4%	84.2%	11,237,685	13,354,256
145	Lease Revenue MBA	0	0	0.0%	0.0%	0	-
146	Other Sources(F50)	0	0	0%	0.0%	22,711	-
147	Desig. Fund Bal	0	0	0.0%	0.0%	0	-
148	TOTAL REVENUE CAPITAL	20,301,054	20,390,327	100%	84%	11,260,396	13,354,256
149	OUTLAY						
150	Beg. Balance	29,332,972	29,332,972	100%			22,309,148
151	Less:	27,068,700	15,508,956	201%			11,193,670
152	Ending Balance	22,565,326	34,214,343	402%			24,469,734
153	Capital Outlay Funds						
154	available						

MONTHLY FINANCIAL REPORT
MAY 31,2026

	ENDING MAY 2026	2025-26	2025-26	Currt Bud vs Actual	Prev Bud vs Actual	2024-25	2024-25
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			92%	92%		
	Percent of 9 month contract completed			89%	89%		
155	EXPENDITURES:						
156	Oper/Maint	0	0	0.0%	0.0%	0	-
157	Other Equipment	0	1,550,604	0.0%	0.0%	0	-
158	Purchased Services	4,658,200	4,122,205	38.0%	0.0%	384,332	384,332
159	Technology/Software	2,750,000	967,737	35.2%	167.4%	807,305	1,256,222
160	Improvement			0.0%	0.0%		-
161	Buildings Maint	3,800,000	2,927,416	77.0%	94.4%	2,102,974	2,226,630
162	Vehicles/Buses	1,500,000	2,007,606	133.8%	0.0%	243,496	1,691,400
163	Furniture/Equip	1,600,000	295,296	18.5%	0.2%	1,673,505	3,233,735
164	Other Objects/Supplies	800,000		0.0%	0.0%		-
165	Vehicle charges	300,000	2,500	0.8%		5,687	5,926
166	Total Capital	15,408,200	10,322,760	67.0%	59.3%	5,217,298	8,798,245
167	Other/Portables	0		0.0%	0.0%	1,661,142	866,521
168	Grouse Creek	0	0	0.0%	0.0%	1,368	-
169	Golden Spike	0	0	0.0%	0.0%	0	-
170	School Small Capital	150,000	-13,908	-9.3%	243.9%	280,515	114,991
171	HS Athletic Facilities	250,000	0	0.0%	0.0%	-171,642	-
172	Property/Other	250,000	1,769,863	0.0%	0.0%		-
173	Total Construction	650,000	1,755,956	270.1%	354.4%	1,771,383	499,781
174	Desig. F Bal				0.0%		-
175	MBA/Bond Fee/Fund 50	11,010,500	1,879,636	17.1%	0.0%	1,895,644	1,895,644
176	Other	0	0	0.0%	0.0%	0	-
177	TOTAL EXPENDITURES	11,010,500	1,879,636	17.1%	0.0%	0	-
178	CAPITAL OUTLAY	27,068,700	15,508,956	57.3%	79.4%	8,884,325	11,193,670
179							

MONTHLY FINANCIAL REPORT
MAY 31,2026

	ENDING MAY 2026	2025-26	2025-26	Currt Bud vs Actual	Prev Bud vs Actual	2024-25	2024-25
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			92%	92%		
	Percent of 9 month contract completed			89%	89%		
180	SCHOOL FOOD SERVICE FUND (49)						
181							
182	REVENUE:						
183	Lunch Sales	1,300,000	1,397,836	107.5%	89.9%	1,366,728	1,521,093
184	State	900,000	650,512	72.3%	45.9%	649,876	1,417,063
185	Federal	2,500,000	2,106,541	84.3%	82.0%	2,160,050	2,632,718
186	Other/Inventory Adj	0	4,185,162	0.0%	0.0%	0	(55,095)
187	TOTAL REVENUE SCHOOL						
188	FOODS	4,700,000	8,340,051	177.4%	75.7%	4,176,654	5,515,780
189	Beg. Balance	3,360,389	3,360,389	100.0%	95.6%	5,133,182	5,371,320
190	Less:	6,142,981	5,069,545	82.5%	0.0%		5,383,685
191	Ending Balance	8,060,389	11,700,440	145.2%	181.4%	9,309,836	5,133,182
192	School Food Service Funds						
193	available	8,060,389	11,700,440	145.2%	181.4%	9,309,836	5,133,182
194	EXPENDITURES:						
195	Salaries	2,018,331	1,854,468	91.9%	86.7%	1,749,091	2,018,213
196	Benefits	610,650	420,507	68.9%	78.8%	439,333	557,845
197	Food/Supplies	3,009,000	2,586,944	86.0%	99.9%	2,608,189	2,610,555
198	Equipment	100,000	188,637	188.6%	178.5%	175,878	98,507
199	Other Costs	80,000	18,990	23.7%	30.1%	29,656	98,564
200	Dir/Indirect Costs	325,000	0	0.0%	0.0%	0	0
201	TOTAL EXPENDITURES SCHOOL						
202	FOODS	6,142,981	5,069,545	82.5%	92.9%	5,002,147	5,383,685
203							

MONTHLY FINANCIAL REPORT
MAY 31,2026

	ENDING MAY 2026	2025-26	2025-26	Currt Bud vs Actual	Prev Bud vs Actual	2024-25	2024-25
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			92%	92%		
	Percent of 9 month contract completed			89%	89%		
204	Foundation Fund (75)						
205							
206	REVENUE:						
207	Total Revenue	500,000	1,136,688	227.3%	84.6%	471,443	557,267
208	Available Revenue	500,000	1,136,688	227.3%	94.8%	471,443	497,352
209	EXPENDITURE:						
210	Expenses	475,000	407,987	85.9%	95.2%	410,281	431,084
211	Changes/Desg Fund Bal						-
212	TOTAL EXPENDITURE	475,000	407,987	85.9%	95.2%	410,281	431,084
213							
214	Agency Fund (76)						
215							
216	REVENUE:						
217	Agent Services	80,000	69,716	87.1%	99.9%	68,943	69,013
218	State	0	0	0.0%	0.0%	0	0
219	Federal	0	0	0.0%	0.0%	0	0
220	Other	0	0	0.0%	0.0%	0	0
221	TOTAL REVENUE/BB						
222	AGENCY FUND	80,000	69,716	87.1%	99.9%	68,943	69,013
223	EXPENDITURE:						
224	Instruction	10,000	120	1.2%	100.0%	1,269	1,269
225	NUCC	25,000	36,864	147.5%	98.6%	22,738	23,070
226	Other	3,000	3,511	117.0%	73.8%	2,288	3,101
227	Changes/Desg Fund Bal	0	0	0.0%	0.0%	0	-
228	TOTAL EXPENDITURES						
229	AGENCY FUND	38,000	40,495	106.6%	95.8%	26,295	27,440
230							
231							
232			SUMMARY			SUMMARY	
233							
234	GRAND TOTAL FUNDS AVAILABLE						
235	ALL FUNDS	156,735,856	176,172,097	112.4%		152,647,156	161,664,979
236	GRAND TOTAL EXPENDITURE						
237	ALL FUNDS	184,069,928	150,019,908	81.5%		131,627,926	157,717,167

Policy 1250

Professional Learning Communities

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, 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 work to help each other 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?

4. 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.

5. BESD Tight/Loose document: https://docs.google.com/document/d/1GAj9-af2Hf32TCML3-lPx1kqT1JA0ovd6BAQQ-3j2JY/edit?tab=t.0

POLICY 3038

Highly Needed Educator Salary Supplement

A. General Policy Statement

1. The Salary Supplement for Highly Needed Educators (SHiNE) Program is designed to enhance the recruitment and retention of teachers in subject areas identified as high-need. Under this program, Box Elder School District is required to annually designate two to five teaching assignments that are challenging to staff or retain educators in. Eligible teachers—those assigned to high-need areas, possessing the appropriate qualifications, and meeting performance criteria—will receive salary supplements as determined by the Box Elder School District and as outlined in this policy. These supplements are subject to annual verification of eligibility.

B. Definitions

1. In this policy:

   a. "High-needs area" means a teaching assignment that has been designated by the Board of Education as challenging for the District to fill or to retain educators in. The District's high-needs areas for the current school year and the amount of supplement for each area are as listed in G.1.-5. of this Policy.

   b. "Qualifying assignment" means an assignment to a high-needs area or which is substantially equivalent to such an assignment.

   c. "Eligible teacher" means a teacher who has a qualifying assignment, has satisfied the requirements of this Policy to demonstrate assignment to a high-needs area and a qualifying teaching background, and is either a new employee of the District or has not received any unsatisfactory ratings on the teacher's three most recent evaluations.

   Utah Code § 53F-2-504(1) (2025)

C. Determining Eligibility for Salary Supplement

1. To demonstrate eligibility for the salary supplement, the teacher shall submit documentation showing that the teacher:

a. Is assigned to one or more of the high-needs areas designated by the Box Elder Board of Education for the school year 2025/2026, or the teacher's assignment is substantially equivalent to a designated high-needs area:

b. Has a qualifying teaching background for the high-needs area, as shown by education transcripts or other documentation; and

c. Is either a new employee of the District or has not had any unsatisfactory ratings on the teacher's three most recent evaluations.

2. The documentation must be submitted by October 1. The Superintendent or designee shall review the documentation provided by the teacher seeking the salary supplement and determine if the requirements have been satisfied, including verifying the teacher's teaching background. The Superintendent or designee shall promptly inform the teacher of the determination. Once all timely requests have been evaluated, the Superintendent or designee shall certify a list of the teachers who are eligible for the salary supplement.

   Utah Code § 53F-2-504(2)(a)(iv), (v) (2025)

D. Appeal of Application Denial

1. A teacher whose application for the salary supplement has been denied may appeal that determination to the Box Elder School Board. The appeal shall be in writing and submitted within 30 days of the notice that the application has been denied. The appeal shall explain why the teacher asserts the denial was incorrect (including as applicable why the teacher's assignment is substantially equivalent to a high-needs area) and shall include any appropriate supporting documentation. The Box Elder School Board shall evaluate the appeal in a closed meeting of the Board and determine if the denial was erroneous and notify the teacher and administration of the determination and the grounds for the determination.

   Utah Code § 53F-2-504(2)(a)(iii) (2025)

E. Nature of the Salary Supplement

1. The salary supplement is considered part of the teacher's base pay, subject to the teacher's continuing qualification as an eligible teacher each trimester. The amount of the supplement the teacher receives shall be an equal portion of the fiscal year's amount allocated to Box Elder School District for the SHiNE program after a $1,000 stipend has been deducted for all teachers assigned to a Title I school, plus the amount of any employer-paid benefits that the teacher would be entitled to for a corresponding salary increase.

Utah Code § 53F-2-504(4), (5) (2025)

F. Increase in Amount of the Salary Supplement

1. The Board of Education may increase the amount of funds that are provided through the salary supplement if it first ensures the proper distribution to the District's teachers of funds the District receives under the program and also experiences a carry forward or leftover balance.

   Utah Code § 53F-2-504(7) (2025)

G. ~~2025-2026~~ Qualifying Teaching Assignments

1. Special Education
2. Secondary Mathematics
3. 7th & 8th Grade Integrated Science
4. Chemistry
5. Physics
6. Title I School Teaching Assignment ($1,000 stipend)

POLICY 3091

Postpartum and Parental Leave

A. Definitions

1. "Birth parent" means:

   a. the biological mother of a child,

   b. a man whose paternity of a child is established,

   c. a man who has been identified as the father of a child by the child's birth mother who has not denied paternity, or

   d. an unmarried biological father.

   Utah Code § 78B-6-103(10), (11) (2024)

2. "Paid leave hours" means leave hours the District provides to an employee who accrues paid leave benefits in accordance with District policies, including annual, vacation, sick, paid time off, or any other type of leave that may be taken while still receiving compensation. It includes but is not limited to paid parental leave or paid postpartum recovery leave.

   Utah Code § 53G-11-209(1)(a) (2025)

3. "Parental leave" means leave hours provided to a parental leave eligible employee.

   Utah Code § 53G-11-209(1)(b) (2025)

4. "Parental leave eligible employee" means an employee who accrues paid leave in accordance with District leave policies who is

   a. a birth parent,

   b. legally adopting a minor child (except when the employee's spouse is the child's pre-existing parent),

   c. the intended parent of a child born under a validated gestational agreement under Utah Code Title 81, Chapter 5, Part 8, or

d. appointed the legal guardian of a minor child or an incapacitated adult. For a foster parent, the employee is eligible for up to 4 weeks of paid foster leave.

Utah Code § 53G-11-209(1)(c)(2)(a)(iv) (2026)

5. "Postpartum recovery leave" means leave provided to a postpartum recovery leave eligible employee to recover from childbirth at 20 weeks or greater gestation.

   Utah Code § 53G-11-209(1)(d) (2025)
   Utah Code § 63A-17-511(1)(d) (2024)

6. "Postpartum recovery leave eligible employee" means an employee who accrues paid leave in accordance with District leave policies who gives birth to a child at 20 weeks or greater gestation.

   Utah Code § 53G-11-209(1)(e) (2025)
   Utah Code § 63A-17-511(1)(d) (2024)

7. "Qualified employee" means a parental leave eligible employee or a postpartum recovery leave eligible employee.

   Utah Code § 53G-11-209(1)(f) (2025)

8. "Unmarried biological father" means a man who is the biological father of a child but who was not married to the biological mother at the time of the child's conception or birth.

   Utah Code § 78B-6-103(28) (2024)

B. Postpartum Recovery Leave

1. An eligible employee who is full-time may take up to 3 work weeks of paid postpartum recovery leave. The amount of leave for eligible employees who are part-time or who work more than full-time is the prorated amount reflecting the amount by which the employee works less than or more than full-time. This leave is additional to and is not charged against any other type of paid leave the employee has. The leave must be taken beginning with the date of birth unless a health care provider certifies that it is medically necessary to begin the leave earlier. The leave must be used in a single continuous period unless prior written authorization otherwise is given by the Superintendent or the human resources director. This leave is concurrent with FMLA leave. The leave allowance is not increased if more than one child is born from the same pregnancy.

   Utah Code § 53G-11-209(2)(a), (c), (4) (2025)

Utah Code § 63A-17-511(2)(a)(ii), (4) (2024)

a. An eligible employee shall give the District at least 30 days' notice before the date the employee plans to begin using postpartum recovery leave and before the date the employee plans to stop using postpartum recovery leave unless circumstances beyond the employee's control prevent giving the notice. In that case, the employee shall give the notice as soon as reasonably practicable.

Utah Code § 63A-17-511(5) (2024)

C. Parental Leave

1. An eligible employee who is full-time may take up to 3 work weeks of paid parental leave in a 12-month period. The amount of leave for eligible employees who are part-time or who work more than full-time is the prorated amount reflecting the amount by which the employee works less than or more than full-time. This leave is additional to and is not charged against any other type of paid leave the employee has. The leave cannot be taken before the date of the event making the employee eligible for the leave and must be taken within 6 months following the date of the qualifying event. The leave may not be used on an intermittent basis unless the District and the employee mutually agree in writing to intermittent use or unless a health care provider certifies that intermittent leave is medically necessary due to a serious medical condition of the child to whom the leave relates. This leave is consecutive to postpartum leave but is concurrent with FMLA leave. The leave allowance is not increased if more than one child is born from the same pregnancy, more than one child is adopted, or the employee is appointed as the guardian of more than one child or incapacitated adult.

Utah Code § 53G-11-209(2)(a), (c), (4) (2025)
Utah Code § 63A-17-511(2)(a)(i), (3) (2024)

a. An eligible employee shall give the District at least 30 days' notice before the date the employee plans to begin using parental leave unless circumstances beyond the employee's control prevent giving the notice. In that case, the employee shall give the notice as soon as reasonably practicable.

Utah Code § 63A-17-511(5) (2024)

D. Notice of Leave Benefits

1. The District shall provide written notice to all employees regarding a qualified employee's right to use postpartum recovery leave and parental leave.

Utah Code § 53G-11-209(2)(d) (2025)

Policy 3108

Certificated: Educator's Hours and Teaching Load

A. Professional Attitudes and Practices

1. Educators should be in the school building early enough and stay late enough to accomplish his or her organizing and programming and to give guidance, counseling and professional help to students who may need assistance. Therefore, educators should see that their duties are properly performed and maintained. The contractual day for educators will be seven (7) hours and twenty (20) minutes. The time before and after school will be set by the administration and faculty to meet the needs of each school.

2. There will be a weekly early release day with all students being released 120 minutes one day per week. The release time will be used for Professional Learning Communities (PLCs), with a minimum of 90 minutes for PLCs, up to 120 minutes.

3. Each educator, in line with his or her professional responsibilities, may be asked before the start of the school day or at the end of the school day to assist in doing professional tasks necessary for the functioning of the school or to attend meetings, such as 504, IEP, and faculty meetings, etc., called by the Superintendent or the Principal. Such requests shall be reasonable and kept to a minimum, with faculty meetings not regularly exceeding 2 hours a month when feasible, and with sensitivity to the length of additional required meetings.

4. Educators are expected to devote the time and energy needed for satisfactory performance of their duties. Outside employment or activities must not in any way interfere with the educator's efficiency or time requirements in connection with his or her work.

5. All educators shall be granted an uninterrupted 30 minute daily duty-free lunch period. To accomplish this, a school plan will be developed including bad weather days by each school's faculty. Educators shall be permitted to leave the building during their lunch periods, and there will be no penalty or make-up required for such duty-free time.

6. Educators may be permitted to leave the school during working hours with the permission of the principal. Violation of this agreement shall lead to disciplinary action.

B. Preparation Time

1. Each school faculty, under the direction of the principal, will establish a schedule for duty-free preparation time that best suits the needs of the school and faculty.

    a. Educators teaching in the elementary grades shall be given a preparation period of one-hundred-twenty (120) minutes each week of the school year. Preparation time is time within the regular contract school day which is free from required meetings, instructional and student supervision obligations.

    b. Special education teachers are encouraged to plan preparation time within their individual schedules. For special education teachers in elementary and support settings, preparation time should equal one-hundred-twenty (120) minutes per week. Administrators will work with special education and kindergarten teachers to ensure adequate preparation time.

    c. It is the intent of this policy that the Box Elder School District will endeavor to hire certificated personnel to staff the elementary preparation time program, but may hire the best qualified to meet the needs of the program. Sufficient staff will be hired to ensure that each elementary educator receives a minimum of one-hundred-twenty (120) minutes of preparation time each week. If a specialist is absent the preparation time will be covered by a substitute. Staff will be supervised by the school principal. Elementary educators will not be responsible for preparing materials for elementary preparation time specialists.

    d. Schools will utilize the Site-based decision-making process to develop and implement on-site preparation time programs and schedules. No preparation time program or schedule will be adopted without the full support of the faculty.

2. Preparation time at the secondary level is time within the regular contract school day which is free from required meetings, instructional and student supervision obligations.

C. Substituting and Filling-in for Teachers

1. The following policy concerning the use of regular teachers as substitutes is outlined below:

    a. When conditions and circumstances allow the administrator of a school to know in advance that he or she will need a substitute teacher to replace a regular teacher or special education teacher - regular teachers will not be required or requested to "fill-in" for the absent teacher.

    b. When an educator, because of unforeseen circumstances-bona fide emergencies or illness, must leave his/her classroom, regular teachers may be used to cover or "fill-in" for the absent teacher until the school

administrator has had adequate time to find a substitute teacher. This does not include IEP's or Parent Teacher Conferences during the school day.

c. Regular teachers, at their option, may fill-in for another teacher as a professional courtesy for a short period of time with the permission of the principal.

D. Class Size

1. The Box Elder School District will endeavor to keep class size within levels consistent with state guidelines and funding.

Policy 3114

Certificated: Transfers and Reassignments

A. Definitions

1. "Seniority" for purposes of transfer shall be defined as length of continuous service to the district (in equivalent full-time years) from the date the educator's contract was approved by the Board.

   a. Leaves of Absence shall not be deemed interrupted service, and will not be added to accumulated years' service.

   b. Educators terminated because of reduction in force shall be granted an interview should a comparable position for which that person is qualified becomes available. If educators are re- employed their "lay off" period shall not be considered interruption of service with the district, and will not be added to accumulated service.

2. "Transfers" for the purpose of this policy shall be defined as a change in location (school).

3. "Reassignment" for the purpose of this policy shall be defined as a change in grade level or subject matter within the same location (school).

4. "Employee" for the purposes of this policy shall be defined as any person working for Box Elder School District. Individuals are employed by the District not by a specific school.

B. Notification of Vacancies

1. When a vacancy occurs in the School District or a position is created, the supervisor or principal shall submit notification of the vacancy to the personnel office. Notification should include the position title and a description of the duties and responsibilities, required knowledge, skills and minimum qualifications of education and experience.

2. The personnel office shall post electronically and in each school building in the District a list of vacancies and new positions which become available during the regular school year.

3. During the summer vacation period, a current list of vacancies shall be posted electronically and in the District Office.

C. Hiring for New and Vacant Positions

1. Applications for new and vacant positions shall be reviewed by the Personnel Director or district personnel representative. Applicants will be referred to the school site. It is recommended that the site administrator form a committee, including teachers, to interview the applicants and make a recommendation to the Personnel Administrator. The Superintendent or designee will make his/her final recommendation to the Board.

D. Transfers and Reassignments

1. The Board and the Association recognize that some administrative transfers of educators from one school to another is unavoidable. The Board and the Association recognize that as the instructional leader in the school, the building principal is responsible for teacher assignments.

   a. They also recognize that under normal circumstances transfer or reassignment of educators should be held to a minimum.

2. If the employee objects to the administrative transfer or reassignment, the employee may request a meeting with the Superintendent or designee to discuss the reasons for the transfer or reassignment.

   a. The Superintendent shall be the final authority on all transfers.

3. Employee Initiated Transfers

   a. Educators may file an application for a transfer to positions listed on the lists of vacancies.

   b. An educator desiring an employee-initiated transfer must make that desire known by application to the Personnel Director on or before February 1. District employees will be treated with professional courtesy and granted an interview. These interviews will be conducted before interviews are opened to new or outside applicants. This request should be as specific as possible.

   c. The educator shall list the school(s) where the educator desires to be transferred. The educator shall also list the grade level(s), subject area(s) to which the educator is willing to be reassigned. Such a request shall be handled with professionalism. An educator within the District who does not meet the February 1 deadline is free to apply for openings in the District as

they occur. They will be considered along with all other applicants for these positions.

d. In the consideration of requests for transfers, if more than one educator has applied for the same position, the educator best qualified for that position, as determined by the administrator, shall be appointed.

e. A first-year teacher may apply for a transfer if there is mutual agreement between both school principals

f. Where feasible, assignments of new educators in the school system shall not be made until such requests for reassignment or transfer have been acted upon.

E. Administrative Initiated Transfers

1. Administrative initiated transfer requests may be initiated by the employee's supervisor. The Superintendent or designee may grant a transfer, at their discretion, if it serves the best interests of the employee and/or the District.

2. Administrative initiated transfers must be discussed with the employee's immediate supervisor at both locations.

3. Administrative transfers of teachers initiated by an administrator shall be preceded by a meeting with the supervising administrator and Human Resources administrator to discuss the proposed transfer and the reasons thereof.

   a. These reasons may include but are not limited to: endorsements, experience, qualifications, license, major/minor, grade level or subject, student needs, unique abilities, team dynamics, enrollment.

4. Notice of an administrative transfer shall be given as soon as practicable and, if possible, not later than June 1.

5. The District will provide ~~reimbursement of up to~~ a stipend of $250 for changing classrooms. Aditionally, changing instructional content will result in a $250 stipend ~~new classroom materials, i.e., bulletin boards, supplemental resources, etc. when an administrative transfer results in a teacher being assigned to another subject or grade level~~.

6. An educator notified of an administrative transfer as per this section may, at his/her option, have a witness consultant present at the time when such transfer is being discussed with the educator.

F. Reassignments

1. Notice of reassignment shall be given as soon as practicable and, if possible, not later than April 1.

2. Reassignment(s) shall be made after a meeting wherein the principal meets with the individual educator to notify them of the change. Individual educators involved in reassignments may request an individual meeting with his/her building principal, at which time the educator shall be given an opportunity to discuss individual concerns. Such a meeting shall be held prior to April 1, where possible.

3. The school will provide reimbursement of up to $250 for new classroom materials, i.e., bulletin boards, supplemental resources, etc. when a teacher is reassigned to another subject or grade level.

4. An educator being reassigned as per this section may, at his/her option, have a witness consultant present at the time when such reassignment is being discussed with the educator.

Policy 3122
Re-named
November 1, 2022
First Reading
June 10, 2026

Policy 3122

Certificated: Insurance

A. Health and Accident Insurance

1. The Board shall make available to educators and their dependents group insurance for hospital, surgical and extended medical benefits. In addition, the educator shall have the benefit of such group insurance during the summer vacation period and until the beginning of the next official school year, provided the educator shall have completed service for the full calendar period.

2. Only full-time professional educators are to receive the District financed insurance package. Part-time contracted educators may participate on a cost-sharing basis, the educator paying his/her pro-rate share and the District paying the balance.

3. When the employee and spouse are both employed and insured by the Box Elder County School District, the employee whose birthday comes first in the calendar year should sign up for family or couple (if no children are insured) coverage and the spouse should sign up for single coverage. This will provide "coordination of benefits" for those insured.

   a. If both spouses are District employees eligible for insurance, the spouse who enrolls in the District plan will receive a $1,000 HSA deposit.

   b. Employees who enroll in the high-deductible plan will have a percentage of the savings to the District deposited into their HSA.

4. New certificated employees become eligible for insurance on September 1st. For all insurance eligible employees hired after September 1st, the eligibility date will be the date of hire.

B. Life Insurance

1. The School District will provide each educator a Life Insurance policy in the amount of $50,000 for full-time employees and $30,000 for part time employees with double indemnity and $15,000 Life Insurance policy for spouse and dependent children (birth to 26 years of age). A written notice of such insurance shall be provided each educator. The policy period shall run each year from September 1 through August 31, provided the educator completes the contract

year. The policy shall become invalid upon the employee's termination, unless termination is due to health.

2. We will reduce the Life Insurance benefit for you and your spouse by the percentage indicated in the table below. This reduction will be effective on the policy anniversary date following the date you attain the ages shown below. The reduction will apply to the amount of life insurance in force immediately prior to the first reduction made.

   a. Reductions also apply if:

      1) You or your spouse become covered under the policy; or

      2) You or your spouse's coverage increases on or after the date you attain age 65.

   Percentage by which original amount of coverage will be reduced:

Your Age	Your % Reduction
65	35%
70	60%
75	75%

   b. The reduced amount will be rounded to the next higher multiple of $500, if not already a multiple of $500. An appropriate adjustment of the premium will be made.

3. For complete details of the Life Insurance policy, please see the Benefits Secretary.

Policy 3124

Certificated: Retirement

A. State Retirement System

1. All employees in the Box Elder School District who qualify will be members of and covered by the provisions of the Utah State Retirement System.

B. Post Retirement Employment

1. Once retired, educators may be rehired in the Box Elder School District on a temporary basis with the approval of the Board and in compliance with provisions of the Utah State Retirement System.

C. School District Retirement/Sick Leave Incentive Benefit

1. Eligibility

   a. Employees will be eligible for the Sick Leave Incentive Buy-Out when they qualify for and accept State Retirement benefits. In case of a death, qualifying employee's Sick Leave Incentive Buy-Out will be paid to a surviving beneficiary.

   b. Employees will be eligible for the Retirement Bonus when they qualify for and accept State Retirement benefits.

2. Sick Leave Incentive Buy-Out

   a. Qualifying employees will receive upon termination from the District a Sick Leave Buy-Out computed at the rate of 2% per year times the number of years' experience in Box Elder School District, plus 1% per year for each year of experience granted by the District upon employment, to a maximum of 60%.

   b. This percentage will be applied to the number of unused sick leave days and unused personal leave days accumulated by the educator and based on his/her daily contracted salary of the completed school year immediately preceding retirement.

c. One year of qualifying service is based on the regular educator's contract. Less than full time contracts will be prorated.

3. Payment

a. Any sick leave incentive buy-out paid in excess of $1,500.00 and up to the maximum allowable will need to be run through Utah Retirement System (URS) 401k. If the URS 401k amount reaches the maximum allowable the balance will be deposited in a 403b account. This will save the employee the federal and state taxes on the sum of money that is deferred. Federal and State taxes will have to be paid when the money is withdrawn. It also saves the employee and the school district the Social Security Tax on the deferred amount. This deferral can be left with URS and be invested or can be withdrawn by the employee right after it is deposited.

b. Employees who sign a retirement agreement prior to their actual retirement date, up to 12 months, may have a portion of their estimated Sick Leave Incentive buy-out paid out in the proceeding calendar year prior to retirement.

c. An employee who has an excess of 200 days of accumulated sick leave, may request payment annually for up to 10 days of those days in excess of 200. Application for payment must be received in the District Office by October 15th and payment will be made at the end of November payroll. These days will be paid at the teacher's previous year daily rate. The percentage is based on the years of service on June 30th of the previous working year and experience granted, at the rate of 2% per year times the number of years' experience in Box Elder School District, plus 1% per year for each year of experience granted by the District upon employment, to a maximum of 60%.

4. Retirement Bonus

a. Early Notification

1) Any certificated employee who signs District retirement paperwork by December 15th will receive a $300 bonus. Any certificated employee who signs their District retirement paperwork by February 1st will receive $200.00. These amounts will be added to the employee's District retirement and sick leave buy out and deposited into the employees URS 401k.

b. Employees who qualify for School District Retirement as defined in C.1. above and retire after July 1, 2011 will receive, upon retirement, a retirement bonus generated at .30 per year of full-time contracted employment in the

district, times the base value. The maximum amount will not exceed nine times the base value. The base value is set at $2,861. The base value will be adjusted each year according to the change in the Consumer Price Index, Annual average for All items, U.S. city average, calculated for the previous calendar year.

c. The retirement bonus will be run through Utah Retirement System (URS) 401k. IF the URS 401k amount reaches the maximum allowable the balance will be deposited in a 403b account. This will save the employee the federal and state taxes on the sum of the money that is deferred. Federal and State taxes will have to be paid when the money is withdrawn. It also saves the employee and the school district the Social Security Tax on the deferred amount. This deferral can be left with URS and be invested or can be withdrawn by the employee right after it is deposited.

d. Employees may also elect to have a portion of their retirement bonus deposited into a District-offered medical trust account.

e. Employees who sign a retirement agreement prior to their actual retirement date, up to four years, may have a portion of their estimated Retirement Bonus paid annually for up to four years prior to retirement.

    1) Retirees may participate in the District offered health and accident insurance program by paying the active employee rate charged to the District by the insurance carrier. To be eligible to participate as a retiree, the retiree must have fully participated in the District's health and accident insurance program for the five years immediately preceding retirement.

Policy 3126

Certificated: Sickness, Absences and Leaves

A. Definitions

1. Paid Time Off (PTO): Paid leave granted annually to be used for personal illness, injury, family illness, medical appointments, or personal business requiring absence during the workday.

B. General Provisions

1. All leave types must be input in the appropriate system before the absence occurs. Emergency situations would be the only exception.

2. PTO must be used in half-day or full-day increments.

3. Educators are expected to exercise professional judgment in the use of PTO and to minimize disruption to the educational program.

4. First or Last Day of School

   a. PTO may not be utilized on the first or last day of school for students, except in an emergency.

5. Calendar Breaks

   a. Use of PTO before or after a calendar break may be granted at the supervisor's discretion. An educator must submit a written request for consideration via email. The supervisor may approve up to twenty percent (20%) of employees on a first-come, first-serve bases.

C. ~~Sick Leave for Personal Illness~~

1. ~~In the event an educator is compelled to be absent from assignment because of personal illness, pregnancy, adoption, or injury, a sick leave benefit is allowed. (Sick leave may be used only during a regular nine-month contract year.)~~

2. ~~Sick leave shall be earned at the rate of one day per month, but in no case less than 10 days per working year. No sick leave will be earned while an educator is~~

~~on leave without pay or on unpaid Family Medical Leave. Unused sick leave shall accumulate without restriction.~~

3. ~~Recovery from any extended illness extending to 10 working day or more will require certified medical verification. Every 10 days thereafter following the initial ten days will require an additional certified medical verification from a physician specifying the medical need for an extension. The Board may require, at its expense, a second opinion and verification of the medical need for an extension.~~

4. ~~Educators shall be notified annually of the number of days of accumulated sick leave.~~

5. ~~Ten days of sick leave, the annual amount, will become available to each educator at the beginning of the contract year.~~ In the event an educator does not fulfill the contract year, sick leave will be pro-rated, based on the number of days worked. Salary due upon termination will be adjusted accordingly.

D. Family Illness

1. Certificated employees may utilize their ~~shall, upon request, be grated sick~~ leave for illness or accident involving members of the employee's family. Family is defined as parent, spouse, child, in-law (father, mother, brother, sister), grandchild or sibling either by blood relationship or by law. Days of ~~F~~family ~~sick~~ leave ~~days~~ taken will be deducted from the ~~sick~~ employee's leave ~~of the employee~~. Family Medical Leave Act (FMLA) and District Policy 3090 Family Medical Leave Act.

E. Extended Illness

1. In cases where the accumulated sick leave days of an educator do not adequately care for the sick leave needs of that educator or family, the Board may, upon written request of the educator, grant an extension of the sick leave benefits of said educator, with or without pay, to carry the educator over the period of need.

2. Accumulated sick leave will be granted for the extended illness of an educator to the end of the school year in which the illness occurs. At that time, a determination will be made regarding ~~as to~~ the severity of the illness and/or the educator's ability ~~of the educator~~ to continue employment. If the educator is unable to begin the next school year and qualifies for disability retirement or can retire under the provisions of the Utah State Retirement Act and/or Social Security, the educator ~~will be required to~~ must apply for these benefits. ~~The School District will pay the salary difference between these benefits and the daily~~

~~salary amount an educator would receive under normal circumstances for the number of sick leave days accumulated.~~ The School District will pay the salary difference between these benefits and the educator's daily salary under normal circumstances for the number of accumulated sick leave days.

F. Misuse of Individual Sick Leave Reserve

1. Educators are expected to act in a professional manner when using their individual sick leave reserve (after exhausting their PTO). In the event an educator misuses sick leave the educator will forfeit pay for that day(s) and the substitute wages will be deducted from the educator's pay. The sick leave days used will not be reinstated. The administrator may request verification of the need for sick leave if they believe misuse has occurred.

G. Annual Allocation and Proration

1. At the beginning of each contract year, each educator will be granted thirteen (13 days of paid time off (PTO) annually.

   a. Educators on extended contracts shall receive one additional day of PTO for each additional month of employment beyond the regular contract period.

2. PTO will be prorated for employees who begin employment after the start of the contract year.

3. If employment terminates prior to the end of the contract year, PTO will be prorated based on the number of contract days worked.

   a. Final pay will be adjusted to reflect any previously used unearned PTO.

4. Unused PTO is forfeited upon termination of employment for any reason.

H. Extended or Catastrophic Illness

1. If accumulated individual sick leave reserve and Sick Leave Bank benefits are exhausted, the Board may, upon written request, grant an extended leave with or without pay to carry the educator through the period of need.

2. If the educator remains unable to return to work at the start of the next school year and qualifies for disability or retirement benefits, they will be required to apply for such benefits in accordance with applicable state and federal law.

3. Voluntary Catastrophic Sick Leave Bank (Certificated)

a. The Board and the Association will cooperate in maintaining a Catastrophic Sick Leave Bank on a voluntary basis. All educators shall be eligible to participate. Participants must be enrolled in the Bank.

b. Educators enrolling in the Bank will automatically donate one day of their sick leave each October 1st until the Bank has accumulated 750 days; thereafter, if the Bank becomes depleted to 500 days, all members will donate one day of sick leave. New members will donate one day of sick leave when joining. Educators will be notified in writing when sick leave days are withdrawn to add to the Catastrophic Sick Leave Bank.

c. An educator wishing to withdraw from the Bank must give written notification by October 1st of each school year. An educator withdrawing from membership in the Bank will not be able to withdraw any days which such educator has previously contributed.

d. An educator must use at least 25 leave days for the same illness (with any combination of leave days and/or leave without-pay days) prior to receiving Sick Leave Bank benefits and have a life-threatening medical condition in order to qualify for the Catastrophic Sick Leave Bank. A provisional teacher may apply to the Sick Leave Bank Committee to have up to 10 of the 25 days waived.

e. After having used the required 25 days, all remaining leave days will be the educator's new balance.

f. A maximum of 75 days each school year can be drawn by an educator from the Catastrophic Sick Leave Bank in addition to the educator's own accumulated days.

g. And educator who withdraws sick leave days from the Bank will not be required to replace such days except as a regular contributing member to the Bank.

h. Sick leave days can only be withdrawn from the employee's Bank for an individual educator's illness or injury.

i. At the end of each contract year, all unused PTO will automatically roll over into the employee's individual Sick Leave Bank.

j. Employees are encouraged to use PTO conservatively to maintain a sufficient individual Sick Bank.

4. A written request for use of the Bank days, accompanied by a letter from the attending physician certifying that the educator is unable to fulfill contractual obligations and explaining the medical reasons therefore, must be submitted to the Catastrophic Sick Leave Bank Committee for its review.

5. The Catastrophic Sick Leave Bank Committee shall consist of three educators appointed by the Association and three persons from the Administrative Staff appointed by the Superintendent.

6. The duties of the Catastrophic Sick Leave Bank Committee will be to receive applications from members desiring to use Sick Bank benefits, to review such applications, to make decisions on usage, and to respond to the applicants. Decisions will be made by a 2/3 majority.

7. All 6 members of the Committee shall be present in order to conduct business. If a member is unable to attend, the member may send an alternate for that particular meeting.

8. If the applicant is denied benefits, the educator may appeal such decision in writing within 14 days after notification. The applicant may provide additional information or explanation, and the full Committee will have 14 days to respond to the appeal.

I. Absences with Pay

1. Bereavement

a. Death and Burial – Immediate Family Members

1) Educators may be absent from their assignment without loss of pay for up to five consecutive days in any one instance for the death and burial of husband or wife and/or child of either spouse.

2) An educator may be absent from assignment without loss of pay for up to three days for the death and burial of the educator's mother, father, legal guardians, mother-in-law, ~~or~~ father-in-law, sibling, brother-in-law, ~~or~~ sister-in-law, grandchildren, daughter-in-law, son-in-law, miscarriage or stillbirth.

3) An educator may be absent from assignment without loss of pay for up to one day for the death and burial of the educator's grandparents, grandparents-in-law, aunt, aunt-in-law, uncle, uncle-in-law, niece, or ~~and~~ nephew.

2. ~~Personal Leave – The philosophy and intent of the personal leave is based upon the following:~~

   a. ~~Professional educators have a contracted duty to fulfill their assigned duty for a specified number of days each year.~~

   b. ~~Personal leave is a privilege educators are given to take care of certain personal and emergency situations which must be accomplished during the school day. Personal leave days are to be used only for the 184 contract days.~~

   c. ~~If a personal emergency situation occurs on a non-contract day, non-contract days may be made up. Proposed plans for and verification of make-up will be submitted in writing to the appropriate local committee chairperson prior to stipends being requested.~~

   d. ~~Each educator in the District will be granted three days of personal leave per year cumulative to 10 days. If on June 30, the three days personal leave granted the educator causes accumulated personal leave days to exceed 10, the educator will be paid at one-half their current daily rate of pay for each day exceeding 10. The payment will be calculated by the District and paid in July.~~

   e. ~~Whenever an educator asserts the option to take personal leave, the educator should notify their principal/supervisor as a professional courtesy.~~

   f. ~~An educator with a minimum of 25 accumulated sick days (or hourly equivalent) may make a request to convert up to five days per year to personal leave.~~

   g. ~~An educator with fewer than 25 accumulated sick days (or hourly equivalent) may make a request to convert up to three days per year to personal leave.~~

   h. ~~To convert sick leave to personal leave an educator must provide a written explanation explaining the need (email is fine) to the Executive Director of Personnel.~~

   i. ~~These converted sick leave days cannot be returned to the educator's sick leave account.~~

3. Other Educational Absences

a. At the discretion of the Superintendent, personnel may be designated or excused to attend educational meetings or to participate in educational meetings or to participate in educational committee work, and will suffer no loss in pay.

J. Procedures for PTO Use

1. Requests for three (3) to five (5) consecutive days of PTO require at least 24 hours' notice and prior supervisor approval via email.

2. Requests for more than five (5) consecutive days require at least two weeks' written notice and documented supervisor approval via email.

3. Medical absences exceeding ten (10) consecutive working days require certified medical verification.

   a. Additional medical verification will be required every ten (10) working days thereafter.

   b. The District may, at its expense, require a second medical opinion to confirm ongoing need.

K. Absence Without Pay

1. Leaves of Absence – A career educator may apply for a Leave of Absence without salary and insurance. The reasons for granting such leaves will be considered on an individual basis. Leaves of Absences will be granted for a period of one year with the option to request an extension of up to two additional years. Requests for extension must be received by the Personnel Office no later than February 1 prior to the end of the initial Leave Absence.

   a. Career educators returning from a one year leave of absence will be reinstated to the previously held position or given a school committee interview for available vacant positions at another school for which they are qualified. The interviews will be conducted before the interviews are opened to outside applicants. Those reinstated shall receive the same status as when the leave was granted, namely: step on the salary schedule, accrued sick leave benefits, insurance and other benefits granted by these policies. Educators desiring to return to employment in the District following a one year leave of absence must notify the Personnel Office in writing, no later than February 1 of the year in which they intend to return.

b. Those returning from an extended leave of absence (in excess of one year) will be given professional consideration for available vacant positions. Notice of desire to return from an extended leave of absence must be given to the Personnel Office in writing no later than February 1 of the year they intend to return. Those reinstated shall receive the same status as when the leave was granted, namely: step on the salary schedule, accrued sick leave benefits, insurance and other benefits granted by these policies.

2. Military Leave – Educators employed by the Board of Education who leave for service in the Armed Forces shall be granted a military leave of absence as per federal laws governing such absences. Such absences will be granted without pay.

3. FMLA or Extended Absences for three or more weeks

   a. 30 days before an anticipated long-term absence

      1) Communicate with your principal/supervisor

      2) Arrange for your substitute

      3) Prepare one week of general lesson plans including materials as needed

      4) Communicate with your PLC team

   b. District will help compensate PLC team members for the creation of ongoing lesson plans up to two hours per week during extended absence.

   c. The substitute will receive the Long-Term Sub rate for the duration of the extended absence.

L. ~~Illness Due to Pregnancy~~

1. ~~Illness due to pregnancy of an educator shall be regarded as is any other illness and shall be covered in the Sick Leave Policy (see A. above).~~

M. Sabbatical Leave

1. Sabbatical Leave is provided under the following regulations:

   a. Sabbatical leave shall be granted only for full-time attendance at an institution of higher education for the purpose of pursuing a graduate degree and/or other certification. Payment of one-half salary will be contingent on verification

of enrollment and registration for at least 12 quarter hours or eight and one-half semester hours credit each term or an approved full-time internship or apprenticeship for a minimum of two semesters or three quarters.

b. Applicants must have completed a minimum of six consecutive years of professional experience with the Box Elder School District before being eligible for a sabbatical leave.

c. Two sabbatical leaves will be available each year. If one or zero are taken in a given year, Sabbatical Leave shall accumulate to a total of three. No more than three educators shall be absent on sabbatical leave at any one time.

d. Applications, made upon forms to be furnished by the Board, shall be filed by February 1 of the year in which the sabbatical leave is to begin. Notification of leave approval shall be given by March 1 of the same year. No person shall be given such leave of absence more than once in seven years. The final selection of those to receive sabbatical leave is to be made by the Superintendent based upon criteria jointly determined by the Association and the Board.

e. A person who accepts a sabbatical leave of absence must signify their written intention of returning to the Box Elder School system for one year as part of the sabbatical leave contract. The leave-taking educator shall be reinstated to their previously held position, and upon return, the educator shall be placed in the appropriately gained salary lane (if applicable). They will, however, be placed on the increment step they would have been on if sabbatical leave had not been taken with the following exception:

   1) A person taking sabbatical leave and assuming~~es~~ a full-time teaching assistantship (as determined by the university or college attended) will be granted an increment step the same as if they had been employed in the District.

f. In case an educator who has taken advantage of sabbatical leave fails to return to service as provided above, all monies received from the Board while on sabbatical leave are to be returned to the Board, including the insurance premiums paid by the Board for the benefit of the educator.

g. All educators on sabbatical leave shall be entitled to all insurance benefits provided by the Board at the expense of the Board.

N. Attendance at Conventions

1. Leaves of absence, with or without pay, shall be granted for the purpose of attending conventions, workshops, committee meetings, etc., as per the following policy:

    a. The Superintendent shall build into the annual budget an amount of money not less than $10,000 for the purpose of sending ~~the~~ District educators to conventions, workshops, committee meetings, etc. Such funds shall be exclusive of funds budgeted for substitute teachers used when such leaves are granted.

    b. A committee of five persons composed of four educators selected by the Association, two of whom represent elementary education and two of whom represent secondary education and the Superintendent or his designee shall have the responsibility of reviewing applications and making recommendations to the Superintendent and the Board regarding personnel who they feel should attend the conventions, etc.

    c. Each educator selected to attend a convention shall receive a per diem and/or travel allowance. In the event the educator drives a car, the educator shall receive the current district mileage rate. Other forms of transportation may be utilized as thought best by the committee. The per diem amounts will be reviewed annually by the committee ~~who~~ which will make recommendations to the Board of Education for approval.

    d. The Board shall not give financial support to educators for participation in UEA and NEA conventions.

    e. If it is deemed advisable, permission may be granted to educators to attend conventions, etc., at their own expense. If such permission is granted, the Board shall pay the cost of the substitute if such is required for the educator.

O. Association Leave

1. The Box Elder Education Association (BEEA) may request leave, not to exceed 15 days per year, for teachers to be absent from their assignment to conduct Association business when it is deemed such leave would directly [promote the interest of] benefit education within the District, and is approved by the Superintendent.

    a. Request for Association leave shall be submitted, in writing, clearly stating the purpose of the leave to the Superintendent. The final approval regarding requests for leave shall be made by the Superintendent or designee. Association representative(s) will be notified of the decision. Requests should

be submitted in adequate time to facilitate the approval process. All requests and notifications of approval will be documented and maintained in the Superintendent's office.

b. The Superintendent or designee shall supervise employees on paid Association leave.

c. All paid Association leave shall be reported to and accounted for through the District's leave accounting system. This accounting shall include the costs and expenses of paid Association leave.

1) The first 15 days annually of Association leave directly benefiting education within the District shall be paid out of District funds.

2) Paid leave in excess of 15 days annually, shall be reimbursed at the substitute wage rate to the District by the Association.

3) Association leave for activities that do not provide direct benefit to education in the District, shall be unpaid leave.

d. Employees using Association leave may not engage in political activity, including:

1) Actively campaigning for candidates for public office in partisan and non-partisan elections; and

2) Fundraising for political organizations political parties, or candidates.

e. Any willful violation of this policy may be used for disciplinary action of the Box Elder School District Certificated Handbook.

2. The BEEA president shall have six days per trimester of released time for the purpose of conducting Association business. The substitute will be paid for by the BEEA. All reporting, accounting, and other restrictions in J.1. above apply to this section also.

P. Leave Without Pay

1. Educators are expected to act in a professional manner by consulting with their supervisor when they have used all their appropriate leave. In special situations as approved by the supervisor, leave without pay will be approved. In the event an educator misuses leave without pay ~~the educator will pay the substitute wages which will be deducted from the educator's pay~~ the educator's pay will be

deducted for the day and will cover the substitute wages. If this leave without pay is denied by the school administration, it may be appealed to the Superintendent or his designee.

Policy 3208

ESP: Fringe Benefits and Leave of Absence

A. Sick (PTO) Leave Days

1. Sick (PTO) Leave shall be earned at the rate of one day per month of full-time employment; less than full time, but more than half time (30 hours per week) employee's sick leave will be prorated. Unused sick leave shall be accumulated without restriction.

B. Unused Sick Leave on Resignation

1. After 10 years of contracted employment, employees who voluntarily resign employment with the district who give notification of intent to resign at least two weeks (10 working days) prior to the intended resignation shall be compensated 10% of their accumulated unused sick leave at the employee's final daily rate times number of adjusted unused sick leave days. Unused sick leave compensation is not available to those who resign in lieu of termination.

C. Life Insurance

1. Life Insurance will be provided to all contracted ESP Employees based on the following amounts: (Double Indemnity)

   a. Amount of Insurance Hours Worked Per Day

      1) $50,000 Full Time - 12 month contracted

      2) $30,000 All other contracted

      3) $15,000 Spouse and dependent children

   b. Reduction in Coverage Due to Age

      1) We will reduce the life insurance benefit for you and your spouse by the percentage indicated in the table below. This reduction will be effective on the Policy anniversary date following the date you attain the ages shown below. The reduction will apply to the amount of life insurance in force immediately prior to the first reduction made.

2) Reductions also apply if:

   a) You or your spouse become covered under the Policy; or

   b) Your or your spouse's coverage increases; on or after the date you attain age 65.

Percentage by which original amount of coverage will be reduced	**Your Age**	**Your % Reduction**
	65	35%
	70	60%
	75	75%

3) The reduced amount of coverage will be rounded to the next higher multiple of $500, if not already a multiple of $500. An appropriate adjustment in premium will be made.

4) For complete details of the Life Insurance policy, please see the District Benefits Secretary.

5) Death Benefits are also provided in accordance with guidelines of the Utah State Retirement System.

D. Benefits Due Surviving Spouse of a Deceased District Employee

1. A contracted employee who dies would have the basic benefits listed below. The employee could also have additional benefits, depending on what voluntary payroll deductions were signed up for. The family would need to contact the District Benefits Secretary, Box Elder School District, 960 South Main, Brigham City, Utah. The family may call the Benefits Secretary at 734-4800 for help in determining what benefits the deceased employee carried.

2. Active working employees who work full-time on a 12-month contract would have the following benefits for their designated beneficiary:

   a. Payment of $50,000.00 life insurance

   b. Health insurance coverage through the last day of month employee became deceased and then dependents that are covered on insurance would be eligible to apply for COBRA coverage for up to thirty-six months.

   c. Utah Retirement System has a death benefit. If you are an active member when you die, your beneficiary will receive an insurance payment representing 75% of your highest annual salary.

d. Social Security has a survivor benefit.

e. USBA – Life Insurance Policy

3. Active working employees who work less than a full-time 12-month contract would have the following benefits for their designated beneficiary:

   a. Payment of $30,000 life insurance.

   b. Health insurance coverage through the last day of month employee became deceased and then dependents that are covered on insurance would be eligible to apply for COBRA coverage for up to thirty-six months.

   c. Utah Retirement System has a death benefit. If you are an active member when you die, your beneficiary will receive an insurance payment representing 75% of your highest annual salary.

   d. Social Security has a survivor benefit.

   e. USBA – Life Insurance Policy

E. Paid Time Off (PTO)/Vacation

1. 12-month employees shall be granted PTO/vacation according to the following schedule:

Years of Service	Days per Year
1st year	12
2nd year	12
3rd year	12
4th year	12
5th year	12
6th year	13
7th year	14
8th year	15
9th year	16
10th year	17
11th year	18
12th year	19
13th year +	20

2. ~~Employees may not carry forward more than 20 vacation days into the next fiscal year (July 1). Vacation will be taken at a time convenient to the District and mutually agreed to by the employee and supervisor.~~ All unused PTO will be rolled into the individual's sick leave bank at the end of each year.

F. Unused Vacation Upon Voluntary Termination

1. An employee who voluntarily terminates employment with the District will be paid for up to 10 days of unused PTO/vacation provided said employee gives notification of intent to terminate at least two weeks (10 working days) prior to the intended termination. Payment for unused PTO/vacation will be limited to 10 days based on the employee's daily rate times the number of days unused. Unused vacation compensation is not available to those who resign in lieu of termination.

G. Holidays

1. Twelve-month ESP Employees will be allowed 18 scheduled paid holidays per year. The calendar of these holidays will be determined jointly by the Administration and the ESP Association.

2. Employees required by their immediate supervisor or principal to work on scheduled holidays will be paid at a rate of 1-1/2 times the regular pay for hours worked.

H. Paid Non-Working Days

1. For ESP contracted employees working 220 days or more in a calendar year, the contract length will stay the same and the District will add two additional paid non-working days to the contract.

   a. These two days must be taken during the following window of time. Employees will communicate with their direct supervisor which dates will be used.

      1) Around July 4th (before or after)

      2) Around July 24th (before or after)

      3) The Wednesday before Thanksgiving

      4) During Winter Break

5) During Spring Break

I. Yearly Calendar

1. The Administration will prepare a 260 working day calendar for all 12-month employees.

J. Health and Accident Insurance

1. The Board shall make available to employees and their dependents group insurance for hospital, surgical and extended medical benefits. The medical insurance premium will be pro-rated for all nine-month ESP employees according to the yearly negotiated premiums as stated in the Benefit Guide. Health insurance will not be available to ESP employees working fewer than 25 hours per week hired after September 15, 2005.

2. Employees hired prior to September 15, 2005 will be grandfathered on the current pro-ratio eligibility schedule, but may voluntarily move.

3. ESP employees who fall below the threshold for benefits because of the furlough reductions (temporary reduction) will be held harmless from benefit eligibility issues which occur because of the reduction in hours or days by the furlough.

4. All ESP insurance eligible employees become eligible for insurance the date of hire.

K. Health and Accident Insurance - Dual Coverage

1. When the employee and spouse are both employed and insured by Box Elder School District, the employee whose birthday comes first in the calendar year should sign up for family or couple (if no children are insured) coverage and the spouse should waive insurance coverage. This will provide “coordination of benefits” for those insured.

2. There will be a $1,000 HSA stipend for employees enrolled in the high-deductible plan.

3. Employees whose spouse also works for the District and is insurance-eligible will have a percentage of the savings to the District deposited into their HSA.

L. District Activity Card

1. The Board of Education will make available to each contracted ESP employee a card which when presented at the appropriate ticket sales office will entitle the employee and a guest free admission to school sponsored athletic events in the district and/or admission to either natatorium in the District. This card WILL NOT provide free admission to state sponsored playoff games or special athletic tournaments or events sponsored by the athletic departments.

M. Natatorium Pass for Voucher Employees

1. A “Natatorium Only” pass will be issued by the District to any regularly scheduled voucher employee who requests one. The pass will allow free admittance for the employee and/or one guest.

N. Training of ESP Employees

1. The District will establish an annual training fund of $2,000 to pay tuition and fees related to special training and workshops for ESP employees. A committee of ESP Professionals will be established to allocate these funds. Unused funds will be rolled from one year to the next with a maximum accrual of $10,000. The ESP Association will provide the curriculum department with a list of suggested training topics and estimated number of attendees. Upon request, to the personnel office will provide a financial statement of the ESP training fund.

O. Travel Stipend

1. A $50 stipend and per diem will be paid to employees sent to Park Valley or Grouse Creek on overnight assignment.

P. Employee Recognition Program

1. A committee will be formed to develop an ESP employee recognition program. The initial guidelines given to the committee include:

    a. Two awards from each major ESP division.

    b. The award will consist of a certificate or plaque of appreciation and some type of remuneration.

Q. ESP Website

1. Space will be provided by Box Elder School District on the District website. The ESP Association will provide their own Webmaster and the Webmaster will abide by the District website policies.

R. Family Medical Leave Act – See Policy 3090 Family Medical Leave Act (FMLA)

1. Sick Leave for Personal Illness

   a. In the event an employee is compelled to be absent from assignment because of personal illness, including pregnancy, mental illness injury, (except those caused by act of war or aggression) or quarantine where such isolates the individual, a sick leave benefit is allowed.

2. Catastrophic Sick Leave Bank

   a. Purpose

      1) The purpose of the catastrophic sick leave bank is to provide employees with additional paid sick leave days beyond what they have accumulated in their personal sick leave bank accounts to cover catastrophic situations that are the result of serious illnesses or accidents that require the employee to be absent from work.

   b. Participants in the Catastrophic Sick Leave Bank

      1) Participation in the Catastrophic Sick Leave Bank is limited to members of the ESP staff who choose to donate into the bank during any given school year. To be eligible to participate, an employee must donate a minimum of one day into the bank on/or before October 1st of a said school year.

      2) Active participation in the sick leave bank requires a donation each year that an employee desires to be eligible. If an employee elects not to participate in any given year, they must give written notification by September 10th of the school year. These employees are then not eligible to receive benefits that year regardless of previous participation.

   c. Accessing the Benefit

      1) Participating members qualify for application if due to a~~n~~ catastrophic illness or injury to them, their spouse or a dependent child (18 years old or younger) living within their immediate household.

      2) Members must submit a written request for use of the Bank days, accompanied by a detailed letter from their attending physician certifying that they are unable to fulfill their contractual obligations and explain the medical reasons, along with a projected recovery date and the number of

sick leave days requested to the District's Personnel Secretary. The District's Personnel Secretary will call a meeting of the Catastrophic Sick Leave Bank Committee to determine the eligibility of the request.

3) An ESP employee must use at least 25 leave days (paid and/or unpaid days) for the same illness prior to receiving Catastrophic Sick Leave Bank Benefits.

4) An employee can draw a maximum of ~~75~~ 50 days each school year from the Catastrophic Sick B~~b~~ank.

5) Members who use the Sick Leave Bank will not be required to replace such days except as a regular contributing member.

6) The Catastrophic Sick Leave Bank is considered to be an employee's program permitted by the District. Decisions associated with the program are made by the Sick Leave Bank Committee. Decisions of the Committee will be by a 2/3 majority vote. The decisions of the Committee are considered to be final.

7) The Catastrophic Sick Leave Bank will not allocate more days than is in the bank.

d. Catastrophic Sick Leave Bank Committee

1) The Catastrophic Sick Leave Bank Committee shall consist of seven members. One member from each of the five groups of SEP employees (Cook, Bus Driver, Custodial/Maintenance, Secretary/Clerk, Aide) and the ESP Association President or designee, and the Executive Director of Personnel. The ESP Association President or designee and the Executive Director of Personnel plus three other members must be present to conduct business.

S. Family Illness

1. Once an ESP employee~~s~~ has used all the allotted PTO for any given year, he/she shall, upon request, be granted his/her individual sick leave for illness or accident involving members of the employee's family. Family is defined as parent, spouse, child, in-law (father, mother, brother, or sister) grandchild, or sibling either by blood relationship or by law. Family sick leave days taken will be deducted from the sick leave of the employee.

See Family & Medical Leave Act and Policy 3090 Family Medical Leave Act (FMLA).

T. Extended Illness

1. In cases where the accumulated sick leave days of an employee do not adequately care for the sick leave needs of that employee, the Board may, in extreme hardship cases, and upon written request of the employee, grant an extension of the sick leave benefits to said employee to carry over the period of dire need.

2. Accumulated sick leave will be granted for extended illness of an employee to the end of the school year in which the illness occurs. At that time, a determination will be made as to the severity of the illness and/or the ability of the employee to continue employment. If the employee is unable to begin the next school year and qualifies for disability retirement or can retire under the provisions of the Utah State Retirement Act and/or Social Security, the employee will be required to apply for these benefits. The District will pay the salary difference between these benefits and the daily salary amount an employee would receive under normal circumstances for the number of sick leave days accumulated.

U. Misuse of Sick Leave

1. The Administration may request evidence of need for sick leave in all instances. In the event an employee misuses the sick leave benefits under these policies, the employee shall forfeit benefits which are due or which may accrue. The Administration may request, at any time, a doctor's statement validating the need for use of sick leave.

V. Bereavement

1. Death and burial (Immediate Family Members)

   a. An employee may be absent from assignment without loss of pay for up to five consecutive days in any one instance of the death and burial of husband or wife and/or child of either spouse.

   b. An employee may be absent from assignment without loss of pay for up to three days for the death and burial of mother, father, legal guardians, mother-in-law or father-in-law, sibling, brother-in-law or sister-in-law, grandchildren, daughter-in-law, son-in-law, miscarriage or stillbirth.

c. An employee may be absent from assignment without loss of pay for up to one day for the death and burial of his/her grandparents, grandparents-in-law, aunt, aunt-in-law, uncle, uncle-in-law, niece, and nephew.

W. Personal Leave

1. Employees have a contracted obligation to fulfill their assigned duty for a specified number of days each year.

2. ~~Personal leave is a privilege employees are given to take care of personal and emergency situations which must be accomplished during the work day.~~ Each ESP employee in the District who does not qualify for vacation will be granted three days PTO/personal leave per year ~~accumulative to 10 days~~. Employees who are granted vacation days will be granted one day PTO/personal leave per year ~~accumulative to 10. If on June 30, the three days or one day personal leave granted the employee causes accumulated personal leave to exceed the 10, the employee will be paid at one-half their current daily rate of pay for each day exceeding 10.~~

3. Whenever an employee asserts the option to take PTO/personal leave, the employee must notify the supervisor or principal.

4. Limitations may be imposed by the principal/supervisor on the number of employees who are allowed to take PTO/personal leave on any given day.

~~5. Upon retirement up to 10 days of accumulated personal leave for ESP employees who do not earn vacation may be transferred to sick leave prior to determining retirement benefits.~~

~~6. Converting sick leave to personal leave~~

~~a. An ESP employee with a minimum of 25 accumulated sick days (or hourly equivalent) may make a request to convert up to five days per year to personal leave.~~

~~b. An ESP employee with less than 25 accumulated sick days (or hourly equivalent) may make a request to convert up to 3 days per year to personal leave.~~

~~c. To convert sick leave to personal leave an ESP employee must provide a written explanation explaining the need (email is fine) to the Executive Director of Personnel. These converted sick leave days cannot be returned to the educator's sick leave account.~~

X. Leave of Absence – Without Pay

1. Any ESP employee may apply for a leave of absence without salary and insurance. The granting of such leave of absence does not bind the Board to re-employ the person nor return the employee to the previous position except when stated otherwise by mutual arrangement or law, as specified in policies mutually agreed upon between the Board of Education and the ESP Association. However, such employee is assured consideration in filling vacancies that may occur after the employee desires to return to service. Those re-employed within two years of the date of the leave shall receive the same status as when leaves were granted, namely: steps on the pay scale, accrued sick leave benefits insurance and other benefits.

Y. Military Leave

1. ESP personnel employed by the Board of Education who leave for service in the Armed Forces shall be granted a military leave of absence as per federal laws governing such absence. Such absences will be granted without pay.

~~Z. Illness Due to Pregnancy~~

~~1. Illness due to pregnancy of an employee shall be regarded as is any other illness and shall be covered in the Sick Leave section above.~~

AA. Parental Leave

1. Parental leave will be treated under the provisions of the Family & Medical Leave Act.

BB. Association Leave

1. The Box Elder ESP Employees Association may request leave, not to exceed 10 days per year, for employees to be absent from their assignment to conduct Association Business when it is deemed such leave would directly benefit education within the District, and is approved by the Superintendent.

   a. Request for Association Leave shall be submitted in writing clearly stating the purpose of the leave to the Superintendent. The final approval regarding requests for leave shall be made by the Superintendent or designee. Association Representative(s) will be notified of the decision. Requests should be submitted in adequate time to facilitate the approval process. All

requests and notifications of approval will be documented and maintained in the Superintendent's office.

b. The Superintendent or designee shall supervise employees on paid Association Leave.

c. All paid Association Leave shall be reported to and accounted for through the District's leave accounting system. This accounting shall include the costs and expenses of paid Association Leave.

1) The first 10 days annually of Association Leave directly benefiting education within the District shall be paid out of District funds.

2) Paid leave in excess of 10 days annually shall be reimbursed at the substitute wage rate to the District by the Association.

3) Association Leave for activities that do not provide direct benefit to education in the District shall be unpaid leave.

d. Employees using Association Leave may not engage in political activity including:

1) Actively campaigning for candidates for public office in partisan and non-partisan elections; and

2) Fundraising for political organizations, political parties, or candidates.

e. Any willful violation of this Policy may be used for disciplinary action.

2. The Box Elder Educational Support Professionals Employees Association (BEESPA) President shall have six days per trimester of released time for the purpose of conducting Association business. The substitute will be paid for by the Box Elder ESP Employees Association. All reporting, accounting, and other restrictions in AA.1. above apply to this section also.

CC. Leave Without Pay

1. Employees that qualify for leave benefits are expected to act in a professional manner by consulting with their supervisor when they have used all their appropriate leave. In order to take Leave Without Pay, approval from the direct supervisor/administrator is required with ample notice to adequately meet the needs of the students and school/department due to the absence.

2. For employees that don't qualify for leave benefits, it is expected that absences not exceed 10% (1 to 2 days) each month. Approval from the direct supervisor/administrator is required with ample notice to adequately meet the needs of the students due to the absence.

    a. If attendance exceeds the 1 to 2 days each month amount, corrective action may result for neglect of duty.

3. If the Leave Without Pay is not approved, the employee may appeal to the Superintendent or designee.

4. Direct Supervisors/Administrators will communicate with the person who is responsible for putting leave into the District's leave accounting system when a Leave Without Pay is approved.

DD. Reporting Absences

1. Employees reporting absences for sickness will make a call/contact to their immediate supervisor or designee. For vacation or personal leave if the absence has been preapproved, no call is needed. When using leave where prior approval was not possible, a call/contact to their immediate supervisor is required.

Policy 3210

ESP: Retirement

A. State Retirement System

1. All employees in the Box Elder School District who qualify will be members of and covered by the provisions of the Utah State Retirement System. (Refer to Utah State Retirement Website.)

B. Post Retirement Employment

1. Once retired, ESP employees may be rehired in the Box Elder School District with the approval of the Board and in compliance with provisions of the Utah State Retirement System.

C. School District Retirement/Sick Leave Incentive Program

1. Eligibility

   a. Employees will be eligible for the Sick Leave Incentive Buy-Out when they qualify for and accept State Retirement benefits. In case of a death, qualifying employee's Sick Leave Incentive Buy-Out will be paid to the surviving beneficiary.

   b. Employees will be eligible for the Retirement Bonus when they qualify for and accept State Retirement benefits.

2. Sick Leave Incentive Buy-Out

   a. Qualifying employees will receive upon termination from the District a Sick Leave Buy-Out computed at the rate of 2% per year times the number of years' experience in Box Elder School District, plus 1% per year for each year of experience granted by the District upon employment, to a maximum of 60%.

   b. This percentage will be applied to the number of unused sick leave days and unused personal leave days accumulated by the employee and based on the daily contracted salary of the completed school year immediately preceding retirement.

c. ~~All ESP employees who earn vacation are eligible to receive up to 20 days maximum payoff at their regular daily rate at the time of retirement.~~

d. An employee who has an excess of 200 days of accumulated sick leave may request payment annually for up to 10 days of those days in excess of 200. Application for payment must be received in the District Office by October 15th and payment will be made at the end of November payroll. These days will be paid at the ESP's previous year daily rate. The percentage is based on the years of service on June 30th of the previous working year and experience granted, at the rate of 2% per year times the number of years' experience in Box Elder School District, plus 1% per year for each year of experience granted by the District upon employment, to a maximum of 60%.

3. Retirement Bonus

a. ESP employees who are eligible, will receive a retirement bonus generated at .30 per year for full time contracted employment with the District, not to exceed 9 times the base value. The base value is set annually. The base value will be adjusted each year according to the change in the Consumer Price Index, annual average for all items, U.S. city average, calculated for the previous calendar year. Less than full time employment will be computed using the following percentiles.

1) Employees working in a contract position for a minimum of 25 hours to less than 27.5 hours per week will receive 50% of the post retirement bonus according to the number of years they have worked.

2) Employees working in a contracted position for a minimum of 27.5 hours to less than 30 hours per week will receive 55% of the post retirement bonus according to the number of years they have worked.

3) Employees working in a contracted position for a minimum of 30 hours to less than 32.5 hours per week will receive 60% of the post retirement bonus according to the number of years they have worked.

4) Employees working in a contracted position for a minimum of 32.5 hours and above will receive 100% of the post retirement bonus according to the number of years they have worked.

5) In the event the index moves below 0% (a negative amount/decrease) the base will not reflect that change. Instead, the decrease will be deducted from the following year provided there is an increase.

D. Health and Accident Insurance

1. The District will allow the employee to purchase District insurance at the cost charged to the District until the retiree qualifies for Medicare benefits or the employee takes a different insurance.

Policy 3300

Administrative: Personnel Selection

A. General Requirements

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. Appropriate, objective screening and selection procedures shall be used to ensure that candidate's rights are protected, and the best available candidate is recommended.

3. Job descriptions and application requirements shall be developed and advertised ~~which~~ that are related to the position. The selection process shall be consistent for all applicants.

   a. Each potential candidate for employment must complete the appropriate application process for the specific position.

   b. Applicants will be screened by the Superintendent, or designee. The most qualified persons will be selected to interview for the position.

   c. The most qualified individual, based on their application, qualification, experience, interview, and references, shall be selected.

4. All personnel selected must be appropriately certificated in CACTUS or in a qualifying university program before they can receive any salary from the District.

B. Transfers

1. Superintendent-Initiated Transfers

   a. Administrators in Box Elder School District may be transferred as determined appropriate by the Superintendent or designee. At the discretion of the Superintendent or designee, transfers will be made prior to selecting administrators for vacancies.

b. Superintendent-initiated transfers may be to other administrative positions on the District's administrative salary schedule. If an administrator is transferred to a position with a lower base salary, their current base salary will be frozen, with Cost-of-Living Adjustments (COLA) applied, until the lower base salary aligns with the appropriate step and lane.

   1) Activity Supervision Stipends from the previous assignment are excluded from this process and will not transfer.

2. Administrator Initiated Transfers

   a. Administrators desiring a transfer to a different assignment for the next school year need to notify the Executive Director of Human Resources on or before January 15. When vacancies occur other than at the end of a school year, administrators desiring a transfer to such vacancies must notify the Superintendent within 10 days of notification of such vacancies.

   b. Administrator Initiated Transfers will correspond to the lane and step on the salary schedule for the position to which they apply and are appointed.

3. Wherever possible, transfers to assignments will be avoided which result in the administrator:

   a. being in a school where a close relative or companion is also employed Policy 1037 Employment/Assignment of Relatives (Nepotism)

   b. being in a school for less than three years.

4. The Superintendent shall submit a list of proposed transfers to the Board prior to announcing said transfers.

5. The Board shall approve a list of administrative transfers in an open meeting.

C. New Hires

1. All positions not filled through the transfer process as outlined above will be filled as a new hire. Current Box Elder School District employees and out of District candidates are welcome to apply for and participate in the new hire process for open administrative positions.

2. District Office Administrative Personnel

a. Administrative positions within the District Office are considered the Superintendent's staff. As such, the manner of screening, selecting, and recommending District Office administrative personnel to the Board are the sole responsibility and prerogative of the Superintendent.

b. An interview committee, under the direction of, and selected by, the Superintendent or designee, will be formed. For District-level administration positions, one Board Member will be on the hiring committee. The Superintendent and Board President will work together to assign the Board Member to the committee.

c. The Superintendent or designee, will screen all applicants and compile a list of qualified applicants to be interviewed.

d. The Superintendent or designee, will be responsible for setting up interviews and notifying applicants.

3. Elementary/Secondary Principals, Assistant Principals, AP/Activity Directors, and Interns

a. An interview committee, under the direction of and selected by the Assistant Superintendent of Elementary/Secondary Schools or designee, will be formed.

b. The Assistant Superintendent of Elementary/Secondary Schools, or designee, will screen all applicants and compile a list of qualified applicants to be interviewed.

c. The Assistant Superintendent of Elementary/Secondary Schools, or designee, will be responsible for setting up interviews and notifying applicants.

d. Following the interview process, the Assistant Superintendent of Elementary/Secondary Schools will meet with the Superintendent (if he or she was not a member of the committee) and make recommendations for hire. Should a person nominated by the Assistant Superintendent of Elementary/Secondary schools be rejected by the Superintendent, it shall be the Assistant Superintendent's duty to make another nomination.

POLICY 4050

Grades 6-8 Middle Level General Core Requirements

A. Required Core Curriculum

1. The District's curriculum shall at least meet the minimum requirements of state law and State Board rules. Those minimum requirements are to contain the essential elements of each subject at appropriate grade levels. The essential elements represent the core knowledge, skills, and competencies all students should learn to be effective and productive members of society. The District may add elements at its discretion but shall not delete or omit instruction in the essential elements.

2. In addition, the District shall provide character education in connection with regular schoolwork, through an integrated curriculum approach. Instruction in this area shall emphasize honesty, temperance, morality, courtesy, obedience to law, respect for and an understanding of the constitutions of the Untied State and the state of Utah, the essentials and benefits of the free enterprise system, respect for parents and home, and the dignity and necessity of honest labor and other skills, habits, and qualities of character which will promote an upright and desirable citizenry and better prepare students for a richer, happier life.

B. The following are the General Core Requirements for 6th Grade:

1. English Language Arts

2. Mathematics

3. Science

4. Social Studies

5. Arts

   a. Visual Arts;

   b. Music;

   c. Dance; or

   d. Theatre

6. Health Education

7. Physical Education

8. Educational Technology;

9. Library Media Skills, integrated into the core subject areas; and

10. Civics and Character Education, integrated into the core subject areas.

C. Formative assessment will occur on a regular basis to ensure continual student progress. State-approved summative adaptive assessments will be used to assess student mastery of language arts, mathematics, science and effectiveness of written expression.

D. The following are the General Core Requirements for the 7th Grade

1. Language Arts (3 trimesters)

2. Mathematics (3 trimesters)

3. Integrated Science (3 trimesters)

4. Utah Studies (1 trimester)

5. College and Career Awareness (3 trimesters)

6. At least one course in each of the following in grades 7 or 8:

a. The Arts (1 trimester)

b. Physical Education (1 trimester)

Utah Admin. Rules R277-700-5(2), (3) June 7, 2024)

E. The following are the General Core Requirements for the 8th Grade

1. Language Arts (3 trimesters)

2. Mathematics (3 trimesters)

3. Integrated Science (3 trimesters)

4. United States History (2 trimesters)

5. ~~The Arts (1 trimester)~~

6. ~~Physical Education (1 trimester)~~

7. Health Education (1 trimester)

8. Digital Literacy (1 trimester)

9. At least one course in each of the following in grades 7 or 8:

    a. The Arts (1 trimester)

    b. Physical Education (1 trimester)

F. In addition to the foregoing requirements, the Board of Education may, as it determines appropriate, require a student to complete additional courses, may offer additional elective courses, and may set minimum credit requirements.

Utah Admin. Rules R277-700-5(6) (June 7, 2024)

G. State approved summative adaptive assessments will be used to assess student mastery of language arts, mathematics, writing (in grade eight) and science.

Utah Admin. Rules R277-700-5(5) (June 7, 2024)

H. The District may, upon request of a student or parent and with parental consent, substitute a course requirement set out above with a course, extracurricular activity, or experience that is either similar to the course requirement or consistent with the student's plan for college and career readiness. The request shall be made in writing, shall include a parent's signature, shall identify the proposed substitution, and shall explain how the proposed substitution meets the foregoing standard. This request shall be initially evaluated by the counselor responsible for the student, who shall determine whether the request contains the required elements and shall make a recommendation regarding whether the request should be approved or denied. This recommendation shall be submitted to the principal or the principal's designee, who shall grant or deny the request. If the student or parent is dissatisfied with the determination of the principal, the decision can be appealed to the Board of Education or its designee, which shall review the decision and determine whether it should be changed. The decision of the Board or its designee is final.

Utah Admin. Rules R277-700-5(7), (8) (June 7, 2024)

I. Assessment of Student Mastery of Core Standards

1. The Board of Education is responsible to provide students with access to courses in the basic academic subjects of the core standards for Utah public schools established by the State Board Education, and for students' mastery of those standards. The Board of Education shall use evidence-based best practices, technology, and other instructional media to increase the relevance and quality of instruction. Student mastery of the core standards shall be evaluated through District participation in statewide assessments as directed by the State Board of Education. Students who have not achieved mastery of the core standards will be provided intervention as provided for by State statute and State Board of Education regulations. The Board of Education is responsible to ensure statewide assessments are administered in compliance with the requirements of Utah Code Title 53E, Chapter 9 Student Privacy and Data Protection.

   Utah Admin. Rules R277-700 (June 7, 2024)
   Utah Code § 53E-4-302 (2020)
   Utah Code § 53G-9-803 (2024)

J. Alternate Academic Accommodation

1. If a student refrains from a portion of a course or from an entire course under Utah Code § 53G-10-205, the student's parent and the school may work together to establish an alternate academic accommodation which allows the student to demonstrate mastery of Core Standards (by taking a test or otherwise) or to demonstrate mastery of an appropriate alternate standard.

   Utah Admin. Rules R277-700-7(4) (January 10, 2024)
   Utah Code § 53G-10-205 (2023)

POLICY 3044

Orderly School Termination for Employees

A. Definitions

1. For purposes of this policy, the following definitions apply:

   a. "Career Employee"

      1) An employee of the Box Elder School District who has obtained a reasonable expectation of continued employment. An employee who works for the Box Elder School District on at least a half-time basis or 30 hours per week becomes a career employee upon the successful completion of at least three (3) full consecutive academic school years with the District as a provisional employee (The Box Elder School District may extend the three-year provisional status of an employee up to an additional two (2) consecutive years). If the provisional employee starts after the beginning of the school year, that school year does not count toward "career employee" status. Successful completion is determined by performance of all contractual duties within standards acceptable to the Box Elder School District.

      2) An employee who has obtained a reasonable expectation of continued employment under this policy and then accepts a position with the District which is substantially different from the position in which career status was obtained shall become a provisional employee. An employee with career status who is separated from employment with the District and later returns to work with the District shall upon return be a provisional employee.

      Utah Code § 53G-11-501(3) (2024)
      Utah Code § 53G-11-503 (2018)

2. "Provisional Employee"

   a. Any employee who has not achieved career employee status is a "Provisional Employee." A provisional employee is an employee, who works for the Box Elder School District on at least a half-time basis or 30 hours or more per week, hired on an individual, one-year contract and who is not a temporary employee. Provisional employees have no expectation of continued employment beyond the current one-year contract term. Provisional employees are employed at will and

their employment can be terminated at the discretion of the Board of Education except that provisional employees can be discharged during the term of each contract only for cause. The Box Elder School District may extend the provisional status of an employee up to an additional two consecutive years by written notification to the provisional employee no later than 30 days before the end of the contract term of that individual. Circumstances under which an employee's provisional status may be extended include:

1) less-than-perfect score on a performance evaluation; or

2) receipt of complaint(s) or expression(s) of concern from a parent, co-worker, or member of the community that creates uncertainty about the employee's professionalism, performance, or character;

3) declining student enrollment in the district or in a particular program or class;

4) the discontinuance or substantial reduction of a particular service or program; or

5) budgetary concerns.

Utah Code § 53G-11-501(12) (2024)
Utah Code § 53G-11-503 (2018)

3. "Educational Support Professional Employees"

   a. Educational Support Professional Employees are all non-certified employees of the District.

4. "Temporary Employee"

   a. Temporary employees are all employees employed on a temporary basis. Employees hired after August 1st are also considered Temporary Employees. Temporary employees also include those seasonal employees who are employed for less than the full academic year. An appointment of a temporary employee may not be for a period of time greater than one year. Temporary employees are employed at the will of the District and have no expectation of continued employment and their employment may be terminated at any time without cause. Temporary employees are not career employees or provisional employees as defined by Utah Code § 53G-11-501 and the policies of this District.

Utah Code § 53G-11-501(16) (2024)

5. "Contracted Service Providers"

    a. Contracted Service Providers are individuals regardless of employment status (full or part-time) who by nature of their profession are not required to hold a professional certificate issued by the Utah State Board of Education who are paid by contract to provide specific types of services for the Box Elder School District but who are not employees, are not on the Box Elder School District payroll and do not receive the same benefits enjoyed by regular employees of the District.

6. "Extra Duty Contracts"

    a. An employee who is given extra duty assignments in addition to a primary assignment, such as a teacher who also serves as a coach or activity advisor, is a temporary employee in those extra duty assignments and may not acquire career status beyond the primary assignment. There are no rights to a due process hearing if a person is released from coaching or an extra duty position. A person may be released from a coaching or extracurricular position at the discretion of the school with notification to the Board.

7. "Employee"

    a. A person, other than the District superintendent or business administrator, who is a career or provisional employee of the District.

    Utah Code § 53G-11-501(8) (2024)

8. "Contracted Term or Term of Employment"

    a. The term of employment is the period of time during which an employee is engaged by the District under a contract of employment, whether oral or written. Notwithstanding, all contracts of employment shall be in writing.

9. "Dismissal or Termination"

    a. An employee shall be deemed to be discharged upon occurrence of any of the following events:

        1) Termination of the status of employment of an employee.

2) Failure to renew the employment contract of a career employee

3) Reduction in salary of an employee not generally applied to all employees of the same category employed by the District during the employee's contract term.

4) Change of assignment of an employee with an accompanying reduction in pay unless the assignment change and salary reduction are agreed to in writing.

Utah Code § 53G-11-501(6) (2024)

10. "Unsatisfactory performance"

a. A deficiency in performing work tasks which may be:

1) due to insufficient or undeveloped skills or a lack of knowledge or aptitude; and

2) remediated through training, study, mentoring, or practice.

b. Does not include the following conduct that is designated as a cause for termination or a reason for license discipline:

1) a violation of work policies;

2) a violation of District policies, State Board of Education rules, or law;

3) a violation of standards or ethical, moral or professional conduct; or

4) insubordination

Utah Code § 53G-11-501(17) (2024)

B. Causes for Dismissal or Non-Renewal

1. Any employee may be suspended or discharged during a contract term for any of the following:

a. Insubordination or failure to comply with directives from supervisors;

b. Incompetence;

c. Conviction, including entering a plea of guilty or nolo contendere (no contest), of a felony or misdemeanor involving moral turpitude or immoral conduct;

d. Conduct which may be harmful to students or to the District;

e. Improper or unlawful physical contact with students;

f. Any violation of the District's Employee Code of Conduct;

g. Violation of district policy, State Board of Education rules, or law;

h. Unprofessional conduct not characteristic of or befitting a District employee including a violation of standards of ethical, moral, or professional conduct;

i. Manufacturing, possessing, using, dispensing, distributing, selling and/or engaging in any transaction or action to facilitate the use, dispersal or distribution of any illicit (as opposed to authorized) drugs or alcohol on District premises or as a party of any District activity;

j. Current addiction to or dependency on a narcotic or other controlled substance;

k. Dishonesty or falsification of any information supplied to the District; including data on application forms; employment records or other information given to the District;

l. Engagement in sexual harassment of a student or employee of the District;

m. Neglect of duty, including unexcused absences, excessive tardiness, excessive absences, and abuse of leave policies or failure to maintain certification;

n. Deficiencies pointed out as part of any appraisal or evaluation;

o. Failure to fulfill duties or responsibilities or a violation of work rules;

p. Inability to maintain discipline in the classroom or at assigned school-related functions;

q. Drunkenness or excessive use of alcoholic beverages or controlled substances;

r. Disability not otherwise protected by law that impairs performance of required job duties;

s. Failure to maintain an effective working relationship, or to maintain good rapport with parents, co-workers, the community or colleges;

t. Failure to maintain requirements for licensure or certification;

u. Unsatisfactory performance;

v. For any other reason justifying termination of employment for cause.

C. Termination for Unsatisfactory Performance – Procedural Due Process Notice to Career Employee of Unsatisfactory Performance

1. If the District intends not to renew the contract of a career employee for reasons of unsatisfactory performance it shall:

a. Notify the employee at least 30 days prior to issuing a notice of intent not to renew the employee's contract that continued employment is in question and the reasons for anticipated non-renewal;

b. The principal or designee shall provide and discuss with the employee written documentation clearly identifying the deficiencies in performance;

c. The principal or designee shall develop and implement a plan of assistance, in accordance with procedures and standards established by Policy 3041 Educator Evaluation or Policy 3042 Educational Support Professionals (ESP or Classified) Employee Evaluation, to allow the employee an opportunity to improve performance;

d. Provide to the employee a sufficient time period to successfully complete the plan of assistance of at least 30 days but not more than 120 days in which to correct the deficiencies; except the 120-day limit may be extended when:

   1) an employee is on leave from work during the period the plan of assistance is scheduled to be implemented; and the leave was not approved and scheduled before the written notice intent not to renew was provided; or

   2) the leave is specifically approved by the Board

e. The time period to correct the deficiencies may continue into the next school year;

f. The time period to implement the plan of assistance and correct the deficiencies shall begin when the employee receives the written notice provided in Policy 3041 or Policy 3042, and end when the determination is made that the employee has successfully remediated the deficiency or notice of intent to not renew or terminate the employee's contract is given in accordance with these policies respectively;

g. The principal or designee shall reevaluate the employee's performance;

h. If upon a reevaluation of the employee's performance, the District determines the employee's performance is satisfactory, and within a three-year period after the initial documentation of unsatisfactory performance for the same deficiency pursuant to Policy 3041 or Policy 3042, the employee's performance is determined to be unsatisfactory, the District may elect to not renew or terminate the employee's contract.

i. If the employee's performance remains unsatisfactory after reevaluation, the Superintendent or designee shall give notice of intent to not renew or to terminate the employee's contract, which shall include written documentation of the employee's deficiencies in performance.

j. Nothing in this Policy shall be construed to require compliance with or completion of evaluations prior to non-renewal of a career employee's contract.

k. An employee whose performance is unsatisfactory may not be transferred to another school unless the Board specifically approves the transfer of the employee.

Utah Code § 53G-11-514 (2018)
Utah Code § 53G-11-517 (2018)

D. Notice of Intent not to Renew Contract of Career Employee

1. If the District intends not to renew the contract of employment of a career employee after giving notice that continued employment is in question, it shall:

a. Give notice that a contract of employment will not be offered for the following school year to the individual.

b. Issue notice at least 30 days before the end of the contract term of the individual.

c. Serve notice by personal delivery or certified mail to the employee's most recent address shown on the District's personnel records.

E. Rehire Eligibility of Non-renewed or Resigned in Lieu of Non-renew

1. If an employee's contract is non-renewed, or the employee chooses to resign in lieu of a non-renewable contract, the employee will become eligible for rehire in BESD one fiscal year from the non-renewed contract date with evidence of improvement.

F. Notice of Intent to Terminate Employment During Term of Contract

1. If the District intends to terminate an employee's contract during the contract term, the District shall:

a. Give written notice of that intent to the employee;

b. Serve the notice by personal delivery or by certified mail addressed to the individual's last known address;

c. Serve the notice at least 30 days prior to the proposed date of termination;

d. State the date of termination and detailed reasons for termination;

e. Give notice of the individual's right to appeal the decision to terminate employment and the right to a hearing and the right to legal counsel, to present evidence, cross-examine witnesses and present arguments at the hearing;

f. Notify the employee that failure to request a hearing within 15 days after the notice of termination was either personally delivered or mailed to the employee's most recent address shown on the district's personnel records shall constitute a waiver of the right to contest the decision to terminate.

Utah Code § 53G-11-513 (2018)

G. Notice of Intent Not to Offer a Contract to a Provisional Employee

1. If the District intends not to offer a contract of employment for the succeeding school year to a provisional employee, it shall give notice at least 60 days before the end of the provisional employee's contract term that the employee will not be offered a contract for a following term of employment. Because provisional employees do not have an expectation of continued employment, they do not have a right to grieve the decision not to renew employment and do not have a right to a hearing.

Utah Code § 53G-11-513 (2018)

H. Notice of Intent to Terminate or Not Offer a Contract to a Temporary Employee

1. Temporary employees will be given notice of a minimum of 10 working days of the termination of their employment. Because temporary employees do not have an expectation of continued employment, they do not have a right to grieve the decision to terminate or not to extend employment and do not have a right to a hearing.

I. Expectation of Continued Employment in Absence of Notice

1. In the absence of a notice, a career or provisional employee is considered employed for the next contract term with a salary based upon the salary schedule applicable to the class of employees into which the individual falls.

2. This provision does not preclude the dismissal of a career or provisional employee during the contract term for cause.

Utah Code § 53G-11-513 (2018)

J. Right to an Informal Conference

1. A notice of intention not to renew the contract of a career employee or of an intention to terminate the contract of a career or provisional employee during its term must advise the individual that he or she may request an informal conference before the Superintendent or Superintendent's designee. The request for an informal conference must be made in writing and delivered to the Superintendent's within 10 days of the date on the notice of intention not to renew or notice of termination during the contract term. The informal conference will be held as soon as is practicable. Suspension pending a hearing may be without pay if the Superintendent or a designee determines after the informal conference, or after the employee had an opportunity to have an informal conference, that it is likely that the reasons for cause will result in termination.

   Utah Code § 53G-11-513 (2018)

K. Employee's Right to a Hearing

1. A notice of intention not to renew the contract of a career employee or of an intention to terminate the contract of a career or provisional employee during its term must also advise the individual that if after the informal conference the employee wishes a hearing on the matter, he or she must submit written notice to that effect to the Superintendent's office within five (5) days of the informal conference. If the employee wishes to not have an informal conference, but does wish to have a hearing, he or she must submit written notice to that effect within 15 days of the date on the notice of intent not to renew or notice of termination during the contract term. Upon timely receipt of the notice, the Superintendent will notify the Board, which will then either appoint a hearing examiner or hearing board or determine to hear the matter itself. ~~In either case, T~~the the hearing examiner or hearing ~~B~~board will then coordinate with the employee to schedule ~~send notice of~~ the date~~,~~ and time ~~and place~~ of the hearing ~~to the Superintendent and to the employee~~. The hearing shall be held no later than 60 days from the date of termination, unless extreme extenuating circumstances exist, as determined by the hearing examiner or hearing board. If, after requesting a hearing, the employee fails to respond to the hearing examiner or hearing board for 15 days after the hearing examiner or hearing officer contacted the employee to coordinate a date and time for the hearing, the employee is deemed to have waived their right to a hearing.

2. If the employee does not request a hearing within 15 days of termination, then the employee shall have waived any right to a hearing and to contest the decision.

   Utah Code § 53G-11-513 (2018)

L. Appointing a Hearing Examiner

1. If the Board of Education determines that the hearing shall be conducted by a hearing examiner or board, it shall so advise the Superintendent to appoint a board of three District administrators who have no substantial knowledge of the facts of the case or select an independent hearing examiner.

2. In so appointing a hearing examiner or hearing board, the Board of Education may delegate its authority to the hearing officer or hearing board to make findings and decisions relating to the employment of the employee that are binding upon both the employee and the Board of Education. In the absence of an express delegation, the Board retains the right to make its own decision based on the factual findings of the hearing officer.

   Utah Code § 53G-11-515(1) (2021)

M. Rights of Employee at a Hearing

1. At the hearing, the employee and administration each have right to counsel, to produce witnesses, to hear testimony, to cross-examine witnesses, and to examine documentary evidence.

   Utah Code § 53G-11-515(2) (2021)

N. Hearing Record

1. Hearings before the Board or before a hearing examiner appointed by the Board shall be recorded at the District's expense.

   Utah Code § 53G-11-515(4) (2021)

O. Decision

1. Within 15 days after the hearing, the person or entity that conducted the hearing, whether the hearing examiner, hearing board, or Board of Education, shall issue written findings and conclusions deciding the matter. These shall be provided to the employee by mail or personal delivery.

2. In the event the decision of the board or hearing officer is to not terminate the employment of the employee, then the employee shall be reinstated and back pay shall be paid if the employee was suspended without pay pending a hearing.

   Utah Code § 53G-11-513 (2018)

P. Appeal of Decision

1. The final decision or action of the Board may be appealed to the Utah Court of appeals as provided in Utah Code § 53G-11-515(5).

   Utah Code § 53G-11-515(5) (2021)

Q. Suspension During Investigation

1. The active service of an employee may be suspended by the Superintendent pending a hearing if it appears that the continued employment of the individual may be harmful to students or to the District. The employee shall be provided written notice of the suspension, which may be included with written notice of termination of employment during the contract term or notice of non-renewal of contract.

   Utah Code § 53G-11-513 (2018)

R. Necessary Staff Reduction Not Precluded

1. Nothing in this policy prevents staff reduction if necessary to reduce the number of employees because of the following:

   a. declining student enrollments in the district;

   b. the discontinuance or substantial reduction of a particular service or program;

   c. the shortage of anticipated revenue after the budget has been adopted; or

   d. school consolidation.

   Utah Code § 53G-11-516 (2018)

S. No Verbal Agreements

1. It is the policy of the District that all agreements with employees must be written; there are no verbal agreements because all agreements must be approved by the Board of Education. Only the Board of Education has authority to hire and fire unless such authority has been expressly delegated in writing.

T. Notification to Utah Professional Practices Advisory Commission

1. The Superintendent shall notify the Utah Professional Practices Advisory Commission ("UPPAC") if an educator is determined, in any judicial or administrative proceeding, to have violated any of the Utah Educator Standards. The Superintendent shall also notify UPPAC within 30 days of receiving an allegation from a parent that an educator has violated any of the Utah Educator Standards.

   a. If possible, the notification shall be made using the form provided by the UPPAC Executive Secretary. The Superintendent shall also notify UPPAC of any criminal charges filed by a prosecuting agency. For each matter about which notice is given, the Superintendent shall also notify UPPAC of the related investigation or proceeding, any disciplinary action taken (or that no action was taken), the evidence supporting that decision, and any evidence that may be relevant if UPPAC chooses to investigate the matter. In submitting the notification to UPPAC, the Superintendent may make a recommendation to the UPPAC Executive Secretary regarding whether UPPAC investigation would be appropriate under the circumstances, taking into consideration any employment action taken by the District.

   Utah Admin. Rules R277-217-5 (January 10, 2024)

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 County School District, held Thursday evening May 7th, 2026, at 6:30 p.m. at the Independent Life Skills Center, Box Elder School District.

Those in attendance at the meeting included Board President Tiffani Summers, Board Vice President Danielle Wright, Karen Cronin, Stephanie DeFilippis and Julie Taylor. Wade Hyde and Bryan Smith were not in 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.

Policy Discussion
Coerina Fife, Executive Director of Personnel and Title IX, presented the changes to the Policy 3300, Administrative – Personnel Selection.

FY27 Capital facilities Plan
Corey Thompson provided an update on the status of the final bids for the expansion of Discovery Elementary. He also provided an update to the status of the design progress of the West Tremonton Elementary.

Neil Stevens, Business Administrator, presented an overview of the FY26 Capital Outlay budget and the proposed FY27 Capital Outlay budget.

It is anticipated that the Capital Outlay Fund will have a balance of approximately $28 million at end of FY26.

The following new projects are proposed in the FY27 Capital Outlay plan: Air conditioning upgrades, playground equipment replacements, secure vestibule upgrades, sewer upgrades, District vehicle purchases, school bus purchases and parking lot improvements at BRHS. It is anticipated that the Capital Outlay fund would have a balance of approximately $14 million at the end of FY27.

The process of obtaining a loan to finance the construction of the West Tremonton elementary school and the expansion of Discovery Elementary school was presented. The loan terms would be $55 million borrowed, 20-year repayment schedule, 4.4% interest rate and a $4.4 million annual payment.

Adjournment

With the announcement that the next meeting will be held on Wednesday, May 13, 2026 at 6:30 p.m. at the Independent Life Skills Center, President Tiffani Summers adjourned the meeting at 9:35 p.m.

APPROVED: _____

ATTESTED: _____ _____
School Business Administrator President, Board of Education
Box Elder School District

TENTATIVE MINUTES OF A REGULAR MEETING OF THE BOARD OF EDUCATION
BOX ELDER SCHOOL DISTRICT

A reception for District employees who are retiring was held at 6 p.m.

Tentative minutes of a Regular Meeting of the Board of Education, Box Elder County School District, held Wednesday evening May 13, 2026, at 6:30 p.m. at Adele C. Young Intermediate School, 830 Law Dr, Brigham City, UT 84302.

Those in attendance at the meeting included Board President Tiffani Summers, Board Vice President Danielle Wright, Bryan Smith, Karen Cronin and Stephanie DeFilippis. Board Members Wade Hyde and Julie Taylor were not in 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.

Coerina Fife, Executive Director of Personnel and Title IX, presented the Retiring Employee Recognitions. The following employees who are retiring were recognized: Debi Blaisdell, Lori Korth, Karen Braithwaite, Tricia Brown, Patti Brunty, Tracy Burrows, Steven Carlsen, Gregory Dupuis, Cindy Gibbs, Jan Hawkes, Marsha Haynie, Julie Hess, Rebecca Hodge, Ronald Mark Nelson, Kerry Rawlinson, Bonnie Robinson, Catherine Runyan, Duane Runyan, Marlene Spendlove, Irlanda Stevens, Karen Stevenson, Corey Thompson, Judy Thompson, Kappy Williams, Melanie Williams and Janet Wood.

President Summers welcomed those in attendance and conducted the business of the meeting. After the reverence, which was offered by Bryan Smith, Neil Stevens led the audience in the pledge of allegiance.

Recognitions

Jamie Kent, Public Information Officer, and Jeff Morris, Director of Assessment recognized English Language Learners teachers for the increase in the number of students who exited the program due to the increase in their proficiency of the English language. The State of Utah identified the English Language Learners program as a critical need. With three new teachers joining Lynette Tervort, the number of students exiting the program increased from 5 last year to 28 this year. Jennifer Penland, Lake View Teacher; Jennie Cross, North Park Teacher; and Lynette Tervort, Lake View Teacher were recognized for their contributions to the program's success.

Jamie Kent, Public Information Officer, recognized the students who participated in the Ritchey Science Fair at Weber State. Collectively the students earned $3,260 in cash prizes, $4,700 in scholarships, and five special awards. The students who placed were**:**

Raylayne Logan - 2nd place Environmental Science Senior Fair ($100 cash, $700 scholarship), the American Society of Safety Professionals award ($400)

Alliyah Orellana - 1st place Zoology Senior Fair ($150 cash, $900 scholarship)

Avalyn Reeves and Kaylie Hatch - 1st Place Social Behavior Senior Fair ($150 cash, $900 scholarship), American Psychological Association Award

Sarah Pace - 1st place Botany ($150 cash, $900 scholarship), 1st Place NASA award (prize), Air Force Excellence Award, Dawn M. Gatherum Legacy Grand prize ($1000), chosen for ISEF (expense paid trip to International Science & Engineering Fair)

Avery Baugh - 1st place Physics Senior Fair ($150 cash, $900 scholarship) 3rd place, Air Force Association ($45 cash), 1st place, American Society of Safety Professionals ($500 cash), NASA project excellence (prize)

Elaina Burbank - 1st place Chemistry Junior Fair ($75 cash, $400 scholarship), Dawn M. Gatherum Legacy Grand prize ($500 cash), 2nd place U.S. Air Force Association Award ($40 cash),

Other student participants with excellent projects include Molli Gingell, Ruby Miller, Rykan Creager, Setsuna Pros, Aubriana Oram, and Kamberleigh Bowcutt.

Jamie Kent, Public Information Officer, recognized the State Science of Reading Award. Brandi Johnson was awarded by the State Office of Education as an exemplary reading teacher. She shared how a new state training program transformed her teaching.

Jaime Kent, Public Information Officer, shared that Malorie Serdar, Instructional Coach at Golden Spike; Chelsey Schneringer, Health Teacher at BEHS; and Justice Servoss, 4th Grade Teacher at North were awarded the SEE award for their contributions in strengthening PLCs, expanding student connections, and elevating employee appreciation.

Brandon Nelson and AshLee Nelson presented Box Elder Education Association's annual employee recognitions. The following employees were recognized: **Outstanding Building Administrator:** Dallin Gittins (Century) and Brandon Nelson (Secondary); **Outstanding District Administrator:** Jeff Morris; **Outstanding Elementary Teacher:** Jill Dowling (North End) and Randy Jo Call (South End); **Outstanding Secondary Teacher:** Jamie McKenna (North End) and Samantha Elgin (South End); **Outstanding Related Service Employee:** Amy Jo Summers (North End) and Angie Carter (South End); and **Outstanding Volunteer:** Dion Anderson (North End) and Ernie Anderson (South End).

Approval of Agenda

Bryan Smith made the motion to approve the agenda. Danielle Wright seconded the motion, which passed unanimously.

Stephanie DeFilippis – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Karen Cronin – Yes
Bryan Smith – Yes

Public Comment

DJ Bott provided public comment thanking Superintendent Carlsen for his leadership and collaborative working relationship with Brigham City.

Sheena Hansen provided public comment opposing the Board's attempt to use a lease revenue bond, arguing it bypasses voters who rejected a GO bond. She accused the Board of ignoring the petition and Utah Code and urged them to seek grants.

Ben Soholt provided public comment criticizing a confusing online driver's ed registration process. He also opposed using a loan with a higher interest rate and proposed an alternative: lower taxes, then run a new GO bond for just two schools, promising to rally support for it.

Public Comment on K-5 Math Curriculum Adoption
There were no public comments presented on the K-5 Math Curriculum Adoption.

Action Items

Approval of 2026-2027 Board Meeting Calendar
Superintendent Carlsen presented the calendar, maintaining the standard schedule of the second Wednesday of each month for Board meetings. Karen Cronin motioned to approve the 2026-2027 Board Meeting calendar. Bryan Smith seconded the motion. The motion passed unanimously.

Stephanie DeFilippis – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Karen Cronin – Yes
Bryan Smith - Yes

Approval of Amendment to Sunrise High School TSSA Plan
Keith Mecham, Assistant Superintendent of Secondary Curriculum, presented the amendment of the TSSA plan for Sunrise High School. The school would like to shift a portion of the TSSA funds to pay for Phoenix Friday classes and in-person summer school.

Bryan Smith motioned to approve the amendment to the TSSA plan amendment for Sunrise High School. Karen Cronin seconded the motion. The motion passed unanimously.

Stephanie DeFilippis – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Karen Cronin – Yes
Bryan Smith - Yes

Approval School Land Trust (SLT)
Keith Mecham, Assistant Superintendent of Secondary Curriculum and Heidi Jo West, Assistant Superintendent of Elementary Curriculum, presented the 2026-27 School Land Trust plans for each school. Plans developed by school community councils focusing on academic needs were presented. It was stated that the plans were received late due to an USBE website revision and a delay from USBE in providing information to the District. Bryan Smith asked about Park Valley's funding. Heidi Jo West clarified that Park Valley will combine small allocations with other funds to hire a para.

Karen Cronin motioned to approve the 2026-27 School Land Trust plans. Danielle Wright seconded the motion. The motion passed unanimously.

Stephanie DeFilippis – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Karen Cronin – Yes
Bryan Smith - Yes

Approval of Construction Contract for Discovery Elementary
Neil Stevens, Business Administrator, and Corey Thompson, Facilities Director, presented an overview of the planned expansion of Discovery Elementary School. The construction contract has a total cost of $15,567,195 for the expansion of Discovery Elementary. The project will add a net of 10 classrooms (including new functional skills and preschool rooms), a new bus drive, carpool lane, parking, and a new, separate gymnasium. The existing building will be remodeled for a secure entrance and other upgrades. The expansion will increase capacity by about 200 students. The cost does not include playgrounds, to be added later.

Karen Cronin noted that there is strong constituent support for addressing overcrowding in elementary schools; however, she expressed taxpayer opposition to financing the project through a lease that would bypass a public vote.

Bryan Smith noted that the District has performed a survey of the public after the GO Bond vote and there is support from the community to address elementary school overcrowding. He does not feel that any laws have been broken in the process to secure financing for the construction of elementary schools.

Neil Stevens, Business Administrator, clarified that the District has $28 million in capital funds, and using $15.6 million cash would deplete it, hindering other projects. A borrowing mechanism is needed for a combined $55 million project cost.

Karen Cronin stated the following, “In representing constituents and taxpayers across the District regarding crowding at the elementary schools in the Tremonton area and at Lake View, there seems to be strong support for action. While lower-cost options on the south end of the District, like opening Foothill for a couple of years until Lake View can be rebuilt, seems to be preferred by taxpayers, it is recognized that building onto Discovery Elementary for approx. $15.6 million may be an alternate, albeit expensive, solution to provide relief.

However, I speak for many taxpayers across the District who are firmly opposed to bypassing public input through a real-property lease to finance this.

As was pointed out to me, in the “Financial Implications” portion of the information provided from Neil, the Business Administrator, for this action item it states that the loan payments will be made from existing funds, the person went on to say that this seems like it is kind of a contradiction in terms because if there are existing funds in the Capital Outlay Fund for this why would the School District need to obtain a loan? We know the only way that the $4.4 million estimated annual lease payments for this project, -- in combination with the Tremonton Elementary project, for a combined total loan amount of approx. $55 plus million, -- can be made is from the continuation of the 37% tax increase increment funding for the next 20 years. If this finance option is used, it will obligate the taxpayers for up to the next 20 years to pay for something the School District went around them to finance. This will most likely cause

increased distrust and frustration with taxpayers during those 20 years, and it will be very hard to get their trust and vote to finance any other major capital projects for years to come.

I again strongly advocate for and urge the Board to reconsider over the next few weeks the option to roll back the existing tax increase, with the exception of what is needed for the employee salary enhancement, and let the community know we acknowledge their concerns, and let the taxpayers vote on a GO Bond for this project with a lower overall amount of an impact to their family finances. This community values education and there is strong support for building an elementary school. Working to build trust now allows for better and more comprehensive capital funding solutions in the future.

Tonight, I will vote to approve the Construction Contract for Discovery Elementary to get relief for some of our other elementary schools, mainly Lake View, but my vote is based on the expectation that we secure financing through a public voted financing mechanism or use existing, unencumbered Capital Funds, and do not use a financing method that bypasses the taxpayers."

Danielle Wright clarified that this approval is only for the construction contract, not the approval of the financing for the construction. She added that many community members have reached out to me, and I've talked to many, and they support this and support the Board's decision to not continue wasting money on portables and continue into the tune of millions of dollars over the last few years. She added that opening Foothill could cost five million dollars. She stated that she feels that the expansion of Discovery Elementary is much more responsible use of taxpayer money than a temporary solution of five million dollars to reopen.

Stephanie DeFilippis noted that there is community support for this project. She stated that she knows that the portables relieve a lot of the overcrowding, but the portables do not help with restroom use and lunchroom space.

Tiffani Summers noted that there are two sides to this issue and many other issues in our community. The Board has always listened to both sides of these issues.

Karen Cronin responded that the best way for the Board to understand the will of the majority would be to put question on the ballot.

Danielle Wright motioned to approve the construction contract for Discovery Elementary. Bryan Smith seconded the motion, which passed unanimously.

Stephanie DeFilippis – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Karen Cronin – Yes
Bryan Smith – Yes

<u>K-5 Math Curriculum Math Adoption</u>
Superintendent Carlsen brought it to the attention of the Board that the K-5 Math Curriculum Math Adoption will be presented for public comment again at the next Board meeting. This is due to a change in the state law of how LEAs must adopt core curriculum materials.

Heidi Jo West, Assistant Superintendent of Elementary Curriculum answered questions from the Board about the curriculum adoption process.

Information Items

Review of Positive Behavior Plans (PBS)
Megan Bushnell presented the review of the Positive Behavior Plans (PBS). She noted schools set goals for behavior, attendance, and substance use. The District's chronic absenteeism rate is down, and efforts are ongoing to improve the effectiveness of suicide prevention plans.

Book Battle Presentation
Stephanie DeFilippis presented a review of the Book Battle Blitz. The District held its first "Book Battle Blitz" reading competition with Garland Elementary and Alice C. Harris Intermediate. Oak Dragon was the winning team. The program aims to encourage reading, teamwork, and critical thinking. It will expand to all elementary schools, and the middle school next year, with an increased book list. Community libraries will be asked to carry the books. Parent volunteers are crucial for success.

Monthly Financial Report
Neil Stevens, Business Administrator, presented the monthly financial report. He shared that the District is on track with financial projections for the end of the fiscal year. Revenue is up by approximately $4 million from the previous year, and the overall financial position is stable and aligned with the budget.

Bryan Smith asked for an update on the Project Stratos data center project. Neil Stevens reported on meetings with MIDA regarding a new energy tax revenue. The county will likely negotiate an interlocal agreement to share this revenue. The governor's office has committed to ensuring a net positive outcome for the District. Neil will attend the next MIDA meeting and present an update at the next Board meeting.

Board Committee Reports
The Multicultural Celebration was held at Box Elder Middle School. The event was a great success and is expected to grow.

The annual dinner for the Boys and Girls Club is June 12th. A food donation event with Feed America is scheduled for May 21st.

Graduation for Bridgerland Technical College is on June 12th. Over 80 students from the District will have graduated through its programs this year.

Student Board Member Report
Makayla Barton, Student Board Member, reported that high schools are busy with finals and preparing for graduation. The Box Elder High School graduation ceremony is on May 26th, and the Bear River High School graduation ceremony is on May 27th.

The Board praised Makayla for her service and asked her to prepare a letter for the next Student Board Member.

April Employees Appreciation
Heidi Jo West, Assistant Superintendent of Elementary Instruction, presented the April employees who were honored in local building for their individual efforts. The following employees were selected for April.

School	Teacher	Support

BRHS	TJ Rhodes	Maylee Flinders
BRMS	Ann Shaw	Corey Ballard
ACHI	Tricia Payne	Judy Thompson
		Jade Garn
BEHS	Travis Mumford	Elizabeth Henrique
BEMS	Maria Brana	Leann Nelson
ACYI	Emily Zito	Lacie Smith
Sunrise	Kelly Sorensen	Anita Port
Century	Jill Roche	Katie Gardner
Discovery	Kappy Williams	Rachel Reynolds
Fielding	Brooke Reynolds	Melinda Jepperson
Garland	Lauri Hawkins	Jaci Hawkes
Golden Spike	Katrina Argyle	Amy Forsberg
Lake View	Adrienne Nelson	Tara Tonoili
McKinley	Julie Kent	Sarah Brown
North Park	Hollie Allen	Jayci Anderson
Three Mile Creek	Jenny Hilton	Kamryn Peterson
Willard	Michelle Southwick	Taylor Nelson
Western		Joann Kimber
		Kristin Tanner

Policy Review

First Reading
Policy 3044 Orderly School Termination for Employees
Policy 3300 Administrative: Personnel Selection

Karen Cronin noted that Policy 3300 as written in the packet for approval tonight is not the same as what the Board talked about last week (during the May 7th work meeting), noting that the Board has talked a lot about when we go into closed session, the Board can't take a vote so we can't approve a recommended candidate. It was her memory from last week that we could be made aware of who was being selected, but that the Board couldn't approve anyone, because the Board would be in closed session. She said she went back and looked at the policy the Board talked about last week and this policy is not the same. She noted this proposed policy also has in there "it would be contingent upon formal approval by the Board during a closed work session." After discussion, it was acknowledged that the policy in the packet was not the most up-to-date copy of the policy. Therefore Policy 3300 was tabled.

Coerina Fife, Executive Director of Personnel and Title IX, noted that the policy attached to the agenda is incorrect.

Second Reading
Policy 2175 Buildings & Grounds - Energy Conservation
Policy 5250 Student Speech & Publications
Policy 5330 Academic Eligibility for Activities

Karen Cronin made the motion to table policy 3300 and approve the above policies for first and second reading. Stephanie DeFillipis seconded the motion, which passed unanimously.

Stephanie DeFilippis – Yes

Tiffani Summers – Yes
Danielle Wright – Yes
Karen Cronin – Yes
Bryan Smith - Yes

Board Discussion Items

Review of Tentative FY27 Budget
Neil Stevens, Business Administrator, presented the tentative FY27 budget to the Board.

Total estimated revenue is projected at $150 million, with expenses at $147.8 million, leaving a $2.4 million cushion. The District faces a program funding loss of about $625,000, which will need to be covered by local funds. The District has not had an operational deficit in recent years.

Bryan Smith asked Neil Stevens to lead a District-wide effort to identify cost savings by reviewing services and contracts. He will report on progress monthly. Neil Stevens agreed to lead this effort.

Consent Calendar

Karen Cronin noted that the minutes for April 9th, there is an error with the naming of the new, appointed Superintendent.

Karen Cronin also asked questions about the approval for trips over 150 miles. She noted concern on Agenda Item M.5 of a 150 Mile Trip Request for a basketball team to attend a basketball camp during the month of June when the high schools do not have basketball teams selected during the summer. It was confirmed that sports camps are open to all who want to participate because there are not selected teams during the summer, and being school sponsored the District would need to cover any costs of someone who wants to participate but cannot afford the camp fees because all fees of school sponsored activities are fee waiverable, and therefore the fees would be covered by the District.

Superintendent Carlsen and Assistant Superintendent Mecham respond that this approval is for the annual summer boys' basketball camp.

Stephanie DeFilippis asked clarifying questions about the Linq ERP contract approval and also the SRO contract approval. Neil Stevens responded to those questions.

Tiffani Summers asked a question about the baseball turf contract and the name of the contractor to perform the services. Neil Stevens responded that the Tarkett Sports is the same company as Field Turf, which is already known to the District.

Karen Cronin noted her concern about the issues surround the turf fields at BRHS.
Danielle Wright moved to accept the consent items with the noted changed to the minutes. The motion was seconded by Bryan Smith. The motion passed 4-1.

Stephanie DeFilippis – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Karen Cronin – No

Bryan Smith - Yes

The Consent Calendar included the following items:

Approval of the minutes of the regular meetings of April 8th, April 9th, April 16th and April 28th.

Approval of claims numbered 55952 - 56609, 20441056, 5041026, 7043026, 9041426, 9042026, 101638 - 101649, 1107818 - 1107945, 514 - 530, 16800652 - 16800655, 30403295 - 30403305. 30803942 - 30803956, 40403494 - 40403569, 40804969 - 40804986, 70415986 - 70416432, 70810791 - 70816498, 77800652, and the ACH and school activity checks for the month of April 2026.

Personnel Items
As detailed in the agenda.

Approval of 2026-27 Administrative Changes
As detailed in the agenda

150 Mile Trip
As detailed in the agenda

Approval of CTE Budget Revision
As detailed in the agenda

Approval of Concurrent Enrollment Budget Revision
As detailed in the agenda

Approval of Counseling and Guidance Budget Revision
As detailed in the agenda

Approval of Child Nutrition Budget Revision
As detailed in the agenda

Approval of Linq ERP Contract
As detailed in the agenda

Approval of School Resource Officer Contract with Brigham City
As detailed in the agenda

Approval of School Resource Officer Contract with Tremonton
As detailed in the agenda

Approval of Contract to Renovate BRHS Baseball Field
As detailed in the agenda

Suggestions for Future Board Meetings
Bryan Smith suggested that Neil Stevens keep the Board informed about the outcome of future meetings with the county commissioners.

Tiffani Summers suggested that Neil Stevens work with the District PIO to publish summaries of the meetings with the county commissioners for the public to understand how the District is involved in the Project Stratos progress.

Danielle Wright suggested that the District reach out to the cities and county to invite them to a Board Work Session.

Superintendent Carlsen suggested that the District would investigate the feasibility of swearing in the new Superintendent in June instead of July.

Upcoming Events
BEHS Graduation - Tuesday, May 26, 2026 at 6:00 at Weber State University
BRHS Graduation - Wednesday, May 27, 2026 at 8:00 pm at BRHS
Sunrise Graduation - Thursday, June 11, 2026 at 6:00 pm at BEHS
ILSC Graduation – Thursday, May 28, 2026 at 9:30 pm at ILSC

Board Handbook
Danielle Wright presented the types of decisions that the Board makes.

The Board makes many different decisions, all of those decisions can be put into four general categories: policy decisions, problem-solving decisions, managerial decisions, and personnel decisions. Policy decisions are straightforward. If the Board sets good policies, it solves a lot of the other problems and eliminates other major decisions and problem-solving decisions for the Board to make up. A problem-solving decision is usually in response to a crisis or an opportunity that cannot be resolved by the Superintendent or is not fully addressed in existing Board policy. For example, closing a school due to declining enrollment, or an example that this Board did would be changing school start times because of a lack of bus drivers several years ago. That was a problem-solving decision.

Next, managerial decisions required of each local school board are set forth in statutes. The School Board is required to implement the core curriculum, administer tests, implement training programs, enroll children in school, establish school libraries and establish school safety, traffic committees and ensure that community councils receive the required annual training and review. It also must approve the school improvement plans developed by the school community councils, like we did tonight. With few exceptions, managerial duties are delegated to the Superintendent, and that is in state statute.

Then the last one, personnel decisions represent a special category of managerial decisions. Most school boards delegate personnel matters to the Superintendent. The Board uses 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.

Closed Session to Discuss Sale or Lease of Real Property, Professional Competence of Individual or Discuss Strategy Sessions with Respect to Collective Bargaining or Pending or Imminent Litigation

Bryan Smith motioned to move into closed session. The motion was seconded by Karen Cronin.

Stephanie DeFilippis – Yes
Tiffani Summers – Yes
Danielle Wright – Yes

Karen Cronin – Yes
Bryan Smith - Yes

Karen Cronin motioned to move out of closed session. The motion was seconded by Bryan Smith.

Stephanie DeFilippis – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Karen Cronin – Yes
Bryan Smith - Yes

Adjournment

With the announcement that the next meeting will be held on Wednesday, June 10th, 2026 at 6:30 p.m. at the Independent Life Skills Center, President Tiffani Summers adjourned the meeting at 11:20 p.m.

APPROVED: _____

ATTESTED: _____ _____
School Business Administrator President, Board of Education
Box Elder School District

Batch Year: 26 Bank: All Date Range: 05/01/2026 - 05/31/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00056200	CV	05/26/2026	102931	ZIONS BANK NATIONAL BANK	-214,306.59
01	00056201	CV	05/14/2026	38032	AMAZON CAPITAL SERVICES INC	-8,610.39
01	00056610	C	05/07/2026	77720	YUBINI ALVERADO	24.64
01	00056611	C	05/07/2026	25909	AMERIGAS PROPANE	757.75
01	00056612	C	05/07/2026	85768	BEAR RIVER SEWER DEPT	255.50
01	00056613	C	05/07/2026	104338	BOX ELDER HIGH SCHOOL	7,863.00
01	00056614	C	05/07/2026	73016	CANON U.S.A., INC	2,220.10
01	00056615	C	05/07/2026	37192	STEVE CARLSEN	150.00
01	00056616	C	05/07/2026	44130	CONDOR TURF LLC	3,400.00
01	00056617	C	05/07/2026	110789	CORE BUSINESS TECHNOLOGIES (SIP)	39.95
01	00056618	C	05/07/2026	78069	SHALEE CROSSEN	835.38
01	00056619	C	05/07/2026	62235	DEX IMAGING LLC	346.50
01	00056620	C	05/07/2026	729332	ECONO WASTE INC	7,906.66
01	00056621	C	05/07/2026	71668	CHELSEA ESCALANTE	362.88
01	00056622	C	05/07/2026	304217	GARLAND CITY	2,245.56
01	00056623	C	05/07/2026	76694	SUNSHINE HARRISON	241.92
01	00056624	C	05/07/2026	358950	JULIE S HESS	150.00
01	00056625	C	05/07/2026	361	BEAR RIVER VALLEY HOSPITAL	2,080.80
01	00056626	C	05/07/2026	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	14,356.47
01	00056627	C	05/07/2026	75477	KMA ARCHITECTS, INC	27,554.20
01	00056628	C	05/07/2026	109818	VALYNN KUNZLER	785.23
01	00056629	C	05/07/2026	543168	MADDOX RANCH HOUSE	1,000.00
01	00056630	C	05/07/2026	29858	MOUNTAINLAND SUPPLY COMPANY	8,425.72
01	00056631	C	05/07/2026	44172	NORCO INC	2,254.21
01	00056632	C	05/07/2026	66435	OBSERVERTAB, LLC	4,329.88
01	00056633	C	05/07/2026	700077	PERRY CITY	259.22
01	00056634	C	05/07/2026	70831	S & D CARWASH MANAGEMENT LLC	215.91
01	00056635	C	05/07/2026	25976	SHERWIN-WILLIAMS	68.94
01	00056636	C	05/07/2026	10731	SMITH'S CUSTOMER CHARGES	26.06
01	00056637	C	05/07/2026	806685	MARLENE SPENDLOVE	150.00
01	00056638	C	05/07/2026	7323	SQUARE ONE PRINTING	4,000.00
01	00056639	C	05/07/2026	6009	IRLANDA STEVENS	150.00
01	00056640	C	05/07/2026	110914	SUPERIOR WATER AND AIR INC	35.95
01	00056641	C	05/07/2026	159	COREY THOMPSON	150.00
01	00056642	C	05/07/2026	63355	TWISTED SUGAR OF BRIGHAM	130.00
01	00056643	C	05/07/2026	891162	USSA / UTAH SCHOOL SUPT ASSN	450.00
01	00056644	C	05/07/2026	101369	UTAH SCHOOL BOARDS ASSOCIATION	1,900.00
01	00056645	C	05/07/2026	78018	BRYLEE WADSWORTH	6,500.00
01	00056646	C	05/07/2026	924155	WASTE MGMT OF UTAH INC	6,902.26
01	00056647	C	05/07/2026	110931	WEESE GLASS LLC	1,542.00
01	00056648	C	05/07/2026	941217	WILLARD CITY CORP	242.41
01	00056649	C	05/07/2026	1724	ACE HARDWARE TREMONTON	499.00
01	00056650	C	05/07/2026	76597	AIR QUALITY CONSULTING, LLC	4,320.00
01	00056651	C	05/07/2026	38032	AMAZON CAPITAL SERVICES INC	14,808.07
01	00056652	C	05/07/2026	106497	APPLE STORE	1,399.00
01	00056653	C	05/07/2026	85556	BEAR RIVER HEALTH DEPARTMENT	130.00
01	00056654	C	05/07/2026	109695	BELLAS FRESH MEXICAN GRILL	225.44
01	00056655	C	05/07/2026	861085	TVS PRO	3,036.00
01	00056656	C	05/07/2026	71048	GEORGE'S POINT S TIRE	783.96
01	00056657	C	05/07/2026	386370	HYKO SUPPLY CO	1,985.23
01	00056658	C	05/07/2026	102697	INTERCONNECT SERVICES INC	4,078.95
01	00056659	C	05/07/2026	109248	J W PEPPER MUSIC	56.99
01	00056660	C	05/07/2026	62006	JENSON REFRIGERATION INC	1,466.36
01	00056661	C	05/07/2026	100550	JOSTENS INC	330.10
01	00056662	C	05/07/2026	107465	KIMBALL MIDWEST	579.15
01	00056663	C	05/07/2026	60160	MARENEM INC	6,992.53
01	00056664	C	05/07/2026	633340	OFFICE DEPOT	6,388.79
01	00056665	C	05/07/2026	48283	PHOENIX TREE PUBLISHING INC	5,990.90
01	00056666	C	05/07/2026	719580	PRO ED	198.00
01	00056667	C	05/07/2026	35955	PROMO PLUS	775.00
01	00056668	C	05/07/2026	111765	RAINBOW RESOURCE CENTER	191.99
01	00056669	C	05/07/2026	62480	REALLY GREAT READING COMPANY, LLC	241.92

Batch Year: 26 Bank: All Date Range: 05/01/2026 - 05/31/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00056670	C	05/07/2026	110417	RESCO	159.25
01	00056671	C	05/07/2026	157371	STAPLES	451.70
01	00056672	C	05/07/2026	100652	TARBETS CONCRETE CUTTING INC	400.00
01	00056673	C	05/07/2026	75426	TREVIPAY-WALMART	147.92
01	00056674	C	05/07/2026	875087	UKON WATER CO	4,125.00
01	00056675	C	05/07/2026	310	VIRCO INC	8,522.64
01	00056676	C	05/07/2026	932187	WEST FIELD STREAM WATER	224.00
01	00056677	C	05/07/2026	67261	WHOLE PHONICS, INC	231.12
01	00056678	C	05/07/2026	77127	YOUNG FORD OF OGDEN	168,990.00
01	00056679	C	05/14/2026	1	KIM LAING	156.55
01	00056680	C	05/14/2026	6617	ACME WATER CO	120.00
01	00056681	C	05/14/2026	812477	ALSCO/AMERICAN LINEN	1,209.88
01	00056682	C	05/14/2026	36784	AMERICAN RED CROSS	288.00
01	00056683	C	05/14/2026	85526	BEAR RIVER CANAL COMPANY	1,021.70
01	00056684	C	05/14/2026	85738	BEAR RIVER HIGH SCHOOL	6,055.62
01	00056685	C	05/14/2026	102956	BEAR RIVER MENTAL HEALTH	20.17
01	00056686	C	05/14/2026	85748	BEAR RIVER MIDDLE SCHOOL	800.58
01	00056687	C	05/14/2026	55220	BETTER QUESTIONS, LLC	5,187.20
01	00056688	C	05/14/2026	104338	BOX ELDER HIGH SCHOOL	1,978.00
01	00056689	C	05/14/2026	108217	BRIGHAM CITY CORPORATION	47,727.75
01	00056690	C	05/14/2026	113116	BRYSON SALES & SERVICE	9,964.87
01	00056691	C	05/14/2026	73016	CANON U.S.A., INC	1,807.16
01	00056692	C	05/14/2026	107994	CERTIFIED SHRED	141.00
01	00056693	C	05/14/2026	40363	CIO MEDICAL SERVICES	1,100.00
01	00056694	C	05/14/2026	162470	CRUS OIL INC	2,171.40
01	00056695	C	05/14/2026	14958	CULLIGAN	117.45
01	00056696	C	05/14/2026	38091	DATAIO LLC	9,963.75
01	00056697	C	05/14/2026	324430	GRAYBAR ELECTRIC COMPANY INC	604.60
01	00056698	C	05/14/2026	110559	HARMONY HOME HEALTH LLC	4,942.75
01	00056699	C	05/14/2026	361	INTERMOUNTAIN HEALTHCARE	585.99
01	00056700	C	05/14/2026	111125	IML SECURITY SUPPLY	2,558.55
01	00056701	C	05/14/2026	62006	JENSON REFRIGERATION INC	914.24
01	00056702	C	05/14/2026	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	15,194.51
01	00056703	C	05/14/2026	467700	JOHNSON ELECTRIC MOTORS	1,030.00
01	00056704	C	05/14/2026	489240	KENTS MARKET PL/TREMONTON	985.37
01	00056705	C	05/14/2026	57568	LANGUAGE ACCESS NETWORK LLC	348.53
01	00056706	C	05/14/2026	543168	MADDOX RANCH HOUSE	600.00
01	00056707	C	05/14/2026	111273	NUCO2 LLC	1,575.44
01	00056708	C	05/14/2026	66435	OBSERVERTAB, LLC	2,000.00
01	00056709	C	05/14/2026	49859	JACKSON GROUP PETERBILT, INC.	7,942.23
01	00056710	C	05/14/2026	4960	OLD GRIST MILL BREAD	541.09
01	00056711	C	05/14/2026	54640	PURCELL TIRE AND SERVICE CENTER	3,486.71
01	00056712	C	05/14/2026	732367	RAFT RIVER RURAL	1,690.87
01	00056713	C	05/14/2026	892645	ROCKY MOUNTAIN POWER	15,886.40
01	00056714	C	05/14/2026	762360	RUPP TRUCKING ENTERPRISES	330.68
01	00056715	C	05/14/2026	110840	RUSH TRUCK CENTER OF UTAH	285.62
01	00056716	C	05/14/2026	50369	S & P BRAKE SUPPLY, INC	785.24
01	00056717	C	05/14/2026	802087	SNOWVILLE WATERWORKS INC	37.00
01	00056718	C	05/14/2026	804825	SUNRISE HIGH SCHOOL	250.00
01	00056719	C	05/14/2026	110914	SUPERIOR WATER AND AIR INC	30.00
01	00056720	C	05/14/2026	111109	TOM RANDALL DIST	2,031.55
01	00056721	C	05/14/2026	109356	TRANSPORT DIESEL INC	2,205.51
01	00056722	C	05/14/2026	852617	TREMONTON CITY CORP	949.23
01	00056723	C	05/14/2026	75426	TREVIPAY-WALMART	460.98
01	00056724	C	05/14/2026	892916	DGO FUEL NETWORK TEAM	55,583.41
01	00056725	C	05/14/2026	38032	AMAZON CAPITAL SERVICES INC	4,674.69
01	00056726	C	05/14/2026	108911	BUTTARS TRACTOR	1,607.00
01	00056727	C	05/14/2026	861085	TVS PRO	9,108.00
01	00056728	C	05/14/2026	100293	DELL INC	510.00
01	00056729	C	05/14/2026	778870	GOPHER SPORT	7,535.46
01	00056730	C	05/14/2026	386370	HYKO SUPPLY CO	189.90
01	00056731	C	05/14/2026	44482	IDEMIA IDENTITY & SECURITY USA LLC	7,749.00

Batch Year: 26 Bank: All Date Range: 05/01/2026 - 05/31/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00056732	C	05/14/2026	102697	INTERCONNECT SERVICES INC	16,011.95
01	00056733	C	05/14/2026	44172	NORCO INC	6,789.09
01	00056734	C	05/14/2026	633340	OFFICE DEPOT	1,573.25
01	00056735	C	05/14/2026	102477	SCHOOL NURSE SUPPLY	92.81
01	00056736	C	05/14/2026	822122	SUMMERHAYS MUSIC CENTER	14,236.39
01	00056737	C	05/14/2026	824825	SWANSON BUILDING MATERIALS INC	203.52
01	00056738	C	05/14/2026	110040	WALL 2 WALL	61,952.83
01	00056739	C	05/14/2026	77127	YOUNG FORD OF OGDEN	56,330.00
01	00056740	C	05/15/2026	38032	AMAZON CAPITAL SERVICES INC	8,610.39
01	00056741	C	05/21/2026	1	BRITTANIA JEPPESEN	61.30
01	00056742	C	05/21/2026	1	ELIZABETH KAY	56.80
01	00056743	C	05/21/2026	1	LORI HALL	51.20
01	00056744	C	05/21/2026	1	MELISSA LOW	103.90
01	00056745	C	05/21/2026	36784	AMERICAN RED CROSS	42.00
01	00056746	C	05/21/2026	4260	BCI / UTAH BUREAU OF CRIMINAL IDENTIF	8,190.00
01	00056747	C	05/21/2026	45500	BOX ELDER SCHOOL DISTRICT	618.10
01	00056748	C	05/21/2026	104338	BOX ELDER HIGH SCHOOL	1,666.67
01	00056749	C	05/21/2026	111004	BRIDGERLAND APPLIED TECH/BATC	46,793.98
01	00056750	C	05/21/2026	108217	BRIGHAM CITY CORPORATION	170,530.00
01	00056751	C	05/21/2026	73016	CANON U.S.A., INC	3,382.02
01	00056752	C	05/21/2026	73121	DYLAN SMITH	20.00
01	00056753	C	05/21/2026	37672	EWELL EDUCATIONAL SERVICES INC	250.00
01	00056754	C	05/21/2026	13757	GARLAND CITY POLICE DEPARTMENT	33,040.25
01	00056755	C	05/21/2026	78670	KELLY HAWS	26.00
01	00056756	C	05/21/2026	50768	INTECH COLLEGIATE HIGH SCHOOL	12,499.43
01	00056757	C	05/21/2026	361	INTERMOUNTAIN HEALTHCARE	189.59
01	00056758	C	05/21/2026	107389	INTERMOUNTAIN WORKMED-N OGDEN	75.00
01	00056759	C	05/21/2026	49026	IVY LANE PEDATRICS	33,821.52
01	00056760	C	05/21/2026	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	17,564.20
01	00056761	C	05/21/2026	66435	OBSERVERTAB, LLC	3,791.03
01	00056762	C	05/21/2026	35955	PROMO PLUS	59.00
01	00056763	C	05/21/2026	63371	RAPID FIRE PROTECTION, INC	248.95
01	00056764	C	05/21/2026	77097	QBS, LLC	5,573.80
01	00056765	C	05/21/2026	892645	ROCKY MOUNTAIN POWER	37,216.89
01	00056766	C	05/21/2026	60020	RON KELLER TIRE INC	3,531.18
01	00056767	C	05/21/2026	42510	ROSE'S GREENHOUSE	756.00
01	00056768	C	05/21/2026	109177	STATE OF UTAH DEPARTMENT ADM	33,470.97
01	00056769	C	05/21/2026	75426	TREVIPAY-WALMART	55.95
01	00056770	C	05/21/2026	102558	UTAH DEPARTMENT OF HEALTH	70,239.93
01	00056771	C	05/21/2026	891181	LB 410027	4,698.86
01	00056772	C	05/21/2026	110040	WALL 2 WALL	1,638.00
01	00056773	C	05/21/2026	65811	WESTECH FUEL EQUIPMENT COMPANY INC	1,257.98
01	00056774	C	05/21/2026	31364	95 PERCENT GROUP LLC	33,596.60
01	00056775	C	05/21/2026	38032	AMAZON CAPITAL SERVICES INC	8,904.01
01	00056776	C	05/21/2026	47937	BOYLE APPLIANCE LLC	809.00
01	00056777	C	05/21/2026	73016	CANON U.S.A., INC	5,160.50
01	00056778	C	05/21/2026	861085	TVS PRO	2,250.00
01	00056779	C	05/21/2026	44130	CONDOR TURF LLC	12,000.00
01	00056780	C	05/21/2026	78107	DESIGN WEST ARCHITECTS	151,149.06
01	00056781	C	05/21/2026	62235	DEX IMAGING LLC	421.55
01	00056782	C	05/21/2026	60313	DUO GROUP LLC	1,939.32
01	00056783	C	05/21/2026	78212	HILL PIANO TUNING	390.00
01	00056784	C	05/21/2026	386370	HYKO SUPPLY CO	3,456.67
01	00056785	C	05/21/2026	102697	INTERCONNECT SERVICES INC	7,930.30
01	00056786	C	05/21/2026	474162	JOSTENS	8.64
01	00056787	C	05/21/2026	45560	LAKESHORE LEARNING MATERIALS	2,277.15
01	00056788	C	05/21/2026	13560	PERIPOLE, INC	802.10
01	00056789	C	05/21/2026	78557	RESPONDUS, INC	758.00
01	00056790	C	05/21/2026	77780	SNAP-ON INDUSTRIAL	6,109.59
01	00056791	C	05/21/2026	157371	STAPLES	242.50
01	00056792	C	05/21/2026	898860	VCBO ARCHITECTS	1,228,550.00
01	00056793	C	05/21/2026	26468	WPS UNLOCKING POTENTIAL	1,125.00

Batch Year: 26 Bank: All Date Range: 05/01/2026 - 05/31/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00056794	C	05/27/2026	72737	AMERITAS LIFE INSURANCE CORP	3,676.87
01	00056795	C	05/27/2026	999027	B E SCHOOL BOARD FUND	70.00
01	00056796	C	05/27/2026	999024	BOSTON MUTUAL LIFE INS CO - W	406.36
01	00056797	C	05/27/2026	999055	BOX ELDER FOUNDATION	128.00
01	00056798	C	05/27/2026	999023	BOX ELDER SCHOOL DISTRICT	100.00
01	00056799	C	05/27/2026	999033	BUREAU CHILD SUPPORT SERV	3,665.14
01	00056800	C	05/27/2026	999021	ELEVATE CREDIT UNION	6,600.00
01	00056801	C	05/27/2026	999019	EMI HEALTH	381.89
01	00056802	C	05/27/2026	75531	EMI HEALTH	36,151.90
01	00056803	C	05/27/2026	999017	GLOBE LIFE INSURANCE CO	69.12
01	00056804	C	05/27/2026	55590	GURSTEL LAW FIRM, P.C.	100.04
01	00056805	C	05/27/2026	999035	HORACE MANN INSURANCE COMPANY	31,061.79
01	00056806	C	05/27/2026	51080	IDAHO DIV OF MANAGEMENT/CHILD SUPPORT	451.00
01	00056807	C	05/27/2026	999113	JENSEN & SULLIVAN LLC	497.36
01	00056808	C	05/27/2026	999084	NATIONAL BENEFITS SERVICES LLC	10,306.00
01	00056809	C	05/27/2026	999081	NATIONAL BENEFITS SERVICES LLC	8,556.57
01	00056810	C	05/27/2026	999079	PEHP	817,940.03
01	00056811	C	05/27/2026	999032	PRE-PAID LEGAL SERVICES	1,200.30
01	00056812	C	05/27/2026	68560	PRIMUS LAW PC	773.30
01	00056813	C	05/27/2026	999018	THE HARTFORD	27,634.09
01	00056814	C	05/27/2026	48119	TITANIUM FUNDS	630.65
01	00056815	C	05/27/2026	999012	UESP	200.00
01	00056816	C	05/27/2026	999007	UTAH EDUCATION ASSOCIATION	3,493.23
01	00056817	C	05/27/2026	999025	UTAH SCHOOL EMPLOYEES ASSOCIATION	5,760.91
01	00056818	C	05/27/2026	999004	UTAH STATE TAX COMMISSION	295.06
01	00056819	C	05/27/2026	999003	UTAH STATE TAX COMMISSION	278,483.78
01	00056820	C	05/27/2026	71110	VOYA FINANCIAL	9,302.81
01	00056821	C	05/28/2026	1	JADE JOHNSON	140.00
01	00056822	C	05/28/2026	1	KATIE BENNETT	45.40
01	00056823	C	05/28/2026	1	SARA MARTIN	127.50
01	00056824	C	05/28/2026	55832	AVANT ASSESSMENT, LLC	480.90
01	00056825	C	05/28/2026	100913	BORDER STATES INDUSTRIES, INC	3,285.63
01	00056826	C	05/28/2026	73016	CANON U.S.A., INC	1,640.53
01	00056827	C	05/28/2026	890740	CENTURYLINK	452.31
01	00056828	C	05/28/2026	819370	CLASSICAL STRINGS / G WILHELMSEN	2,198.56
01	00056829	C	05/28/2026	76058	DAISY PAC, LLC	294.41
01	00056830	C	05/28/2026	31593	PAUL H DAMON	1,145.00
01	00056831	C	05/28/2026	56197	DENTONS DURHAM JONES PINEGAR PC	1,351.00
01	00056832	C	05/28/2026	66591	DRAGON DYNAMITE DISPLAYS	600.00
01	00056833	C	05/28/2026	64084	ALDER EDUCATION LAW	9,425.00
01	00056834	C	05/28/2026	71048	GEORGE'S POINT S TIRE	1,233.95
01	00056835	C	05/28/2026	103070	HEYWOOD ENGINEERING & CONSULT	5,900.00
01	00056836	C	05/28/2026	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	9,661.35
01	00056837	C	05/28/2026	45934	LINDA KUNZLER	198.00
01	00056838	C	05/28/2026	78735	MALIKAI MARTINEZ	290.00
01	00056839	C	05/28/2026	66834	MOUNTAIN VALLEY PRINTING	303.00
01	00056840	C	05/28/2026	66435	OBSERVERTAB, LLC	1,648.20
01	00056841	C	05/28/2026	77925	POLYLIFT UTAH, LLC	2,820.00
01	00056842	C	05/28/2026	104436	POWER ENGINEERING INC	7,843.20
01	00056843	C	05/28/2026	109569	RIVER PRINT	882.50
01	00056844	C	05/28/2026	892645	ROCKY MOUNTAIN POWER	21,147.89
01	00056845	C	05/28/2026	110968	SKY BLUE INDUSTRIES INC	195.93
01	00056846	C	05/28/2026	810361	STANDARD PLUMBING SUPPLY	196.49
01	00056847	C	05/28/2026	75426	TREVIPAY-WALMART	349.76
01	00056848	C	05/28/2026	63177	VALANT MEDICAL SOLUTIONS, INC	197.63
01	00056849	C	05/28/2026	24580	VERIZON WIRELESS	5,665.61
01	00056850	C	05/28/2026	40223	MARGARET SAM YATES	1,812.00
01	00056851	C	05/28/2026	102931	ZIONS BANK NATIONAL BANK	3,146,874.45
01	00056852	C	05/28/2026	38032	AMAZON CAPITAL SERVICES INC	1,120.20
01	00056853	C	05/28/2026	20508	APPLIED GEOTECHNICAL ENGINEERING	1,410.00
01	00056854	C	05/28/2026	101699	CENTRAL RESTAURANT PRODUCTS	20,014.29
01	00056855	C	05/28/2026	36552	CROP KING INC	9,846.15

Batch Year: 26 Bank: All Date Range: 05/01/2026 - 05/31/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00056856	C	05/28/2026	100293	DELL INC	995.00
01	00056857	C	05/28/2026	58475	EMS LINQ, INC	116,625.00
01	00056858	C	05/28/2026	78182	ENVISION VINYL	501.00
01	00056859	C	05/28/2026	110220	GLOBAL EQUIPMENT CO	31,115.15
01	00056860	C	05/28/2026	4456	GOLDEN SPIKE ELECTRIC	17,992.84
01	00056861	C	05/28/2026	386370	HYKO SUPPLY CO	64.00
01	00056862	C	05/28/2026	102697	INTERCONNECT SERVICES INC	2,235.46
01	00056863	C	05/28/2026	1791	INTERSTATE ALL BATTERIES CENTER	146.10
01	00056864	C	05/28/2026	111727	LAVENDER HILL PRESS	1,551.50
01	00056865	C	05/28/2026	469	LUND FLORAL	800.00
01	00056866	C	05/28/2026	78476	R AND R INSULATION	10,347.00
01	00056867	C	05/28/2026	66931	SENOR WOOLY	756.20
01	00056868	C	05/28/2026	157371	STAPLES	99.07
01	00056869	C	05/28/2026	19488	T SHIRT CHOP SHOP	1,302.06
01	05051126	M	05/10/2026	888540	US BANK	691,962.87
01	07052926	M	05/27/2026	999070	HEALTH EQUITY INC	163,541.08
01	08032726	M	05/18/2026	999009	UTAH RETIREMENT SYSTEMS	1,525,850.76
01	08043026	M	05/27/2026	999005	UTAH STATE RETIREMENT FUND	1,681,990.94
01	09052026	M	05/27/2026	999140	BANK OF UTAH	333,425.57
01	09052926	M	05/27/2026	999140	BANK OF UTAH	1,401,306.12
					Total Bank: 01	**$12,986,704.24**
02	00101650	C	05/07/2026	38032	AMAZON CAPITAL SERVICES INC	759.90
02	00101651	C	05/07/2026	104321	BOX ELDER SCHOOL DISTRICT	225.00
02	00101652	C	05/07/2026	56936	ESTES INDUSTRIES, LLC	655.13
02	00101653	C	05/14/2026	85748	BEAR RIVER MIDDLE SCHOOL	21.29
02	00101654	C	05/14/2026	78506	KENEDI BYWATER	1,500.00
02	00101655	C	05/14/2026	78417	UNIVERSITY OF ALASKA	2,500.00
02	00101656	C	05/14/2026	891181	LB 410033	1,000.00
02	00101657	C	05/14/2026	891181	LB 410033	1,000.00
02	00101658	C	05/14/2026	891181	LB 410033	1,500.00
02	00101659	C	05/14/2026	891181	LB 410033	2,000.00
02	00101660	C	05/14/2026	891181	LB 410033	1,000.00
02	00101661	C	05/14/2026	891181	LB 410033	1,000.00
02	00101662	C	05/14/2026	891181	LB 410033	2,000.00
02	00101663	C	05/14/2026	891181	LB 410033	1,000.00
02	00101664	C	05/14/2026	74365	WASATCH PEAKS	1,738.21
02	00101665	C	05/14/2026	100471	WEBER STATE UNIVERSITY	2,000.00
02	00101666	C	05/21/2026	85738	BEAR RIVER HIGH SCHOOL	10,000.00
02	00101667	C	05/21/2026	512588	LAKE VIEW SCHOOL	2,500.00
02	00101668	C	05/21/2026	612068	NORTH PARK SCHOOL	498.71
02	00101669	C	05/21/2026	101867	UTAH STATE TREASURER	75.00
02	00101670	C	05/28/2026	104321	BOX ELDER SCHOOL DISTRICT	1,387.19
02	00101671	C	05/28/2026	103945	SKYWAY GOLF COURSE	4,578.50
02	00101672	C	05/28/2026	47686	TNT ENGRAVING	700.00
02	00101673	C	05/28/2026	891181	LB 410033	1,000.00
					Total Bank: 02	**$40,638.93**
11	01107946	A	05/07/2026	50237	RACHAEL BARKER	31.00
11	01107947	A	05/07/2026	78425	BRANDY BILLS	133.44
11	01107948	A	05/07/2026	102177	BRADY INDUSTRIES OF UTAH, LLC	426.48
11	01107949	A	05/07/2026	44342	MICHELLE BREIDER	205.70
11	01107950	A	05/07/2026	62243	TIFFANY BURNHOPE	31.00
11	01107951	A	05/07/2026	6319	MEGAN BUSHNELL	58.00
11	01107952	A	05/07/2026	106437	CARSON ELEVATOR CO INC	363.04
11	01107953	A	05/07/2026	53473	CHARLIE'S PRODUCE	7,402.91
11	01107954	A	05/07/2026	78085	AUBREE CHASE	31.00
11	01107955	A	05/07/2026	32263	TIFFANY EDDINGTON	757.51
11	01107956	A	05/07/2026	278640	TONY FERDERBER	31.00
11	01107957	A	05/07/2026	67407	MALISSA FREEZE	167.58
11	01107958	A	05/07/2026	322776	GRAINGERS INC	1,363.12
11	01107959	A	05/07/2026	60968	TROY HARTMAN	31.00
11	01107960	A	05/07/2026	67644	MICHELLE JENSEN	509.00
11	01107961	A	05/07/2026	59145	CHANELLE JOHNSON	31.00

Batch Year: 26 Bank: All Date Range: 05/01/2026 - 05/31/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
11	01107962	A	05/07/2026	63479	JASON JONES	31.00
11	01107963	A	05/07/2026	21733	HALLIE KUNZLER	107.53
11	01107964	A	05/07/2026	76236	PENNY LARSON	372.96
11	01107965	A	05/07/2026	78409	KYLER LEGUA	31.00
11	01107966	A	05/07/2026	42064	JENNIE MONSEN-HANSEN	33.44
11	01107967	A	05/07/2026	49042	CHELSEA MONTGOMERY	31.00
11	01107968	A	05/07/2026	43982	MIKE MOORE	151.20
11	01107969	A	05/07/2026	71404	AMANDA MORRIS	31.00
11	01107970	A	05/07/2026	20079	MEGAN MORRIS	775.15
11	01107971	A	05/07/2026	71412	TIA PAXTON	31.00
11	01107972	A	05/07/2026	62251	DACIA PITCHER	31.00
11	01107973	A	05/07/2026	76830	ALISA RIVERA	31.00
11	01107974	A	05/07/2026	48976	DIANNA SERFUSTINI	45.37
11	01107975	A	05/07/2026	78395	MIKELLIE SORENSEN	31.00
11	01107976	A	05/07/2026	76147	BROOKLYN TIMBIMBOO	173.01
11	01107977	A	05/07/2026	43729	BENJAMIN WILEY	31.00
11	01107978	A	05/14/2026	54828	MCKENZIE ANDERSON	59.00
11	01107979	A	05/14/2026	29785	HENRY BAKER	59.00
11	01107980	A	05/14/2026	73369	MACLANE BALLARD	66.12
11	01107981	A	05/14/2026	64467	DAVE BINGHAM	36.00
11	01107982	A	05/14/2026	48011	GAILE BINGHAM	73.00
11	01107983	A	05/14/2026	60933	MICHAEL BIRD	37.00
11	01107984	A	05/14/2026	107376	KAYLENE BOND	46.00
11	01107985	A	05/14/2026	49476	MICHAEL BOWEN	47.00
11	01107986	A	05/14/2026	102177	BRADY INDUSTRIES OF UTAH, LLC	1,962.80
11	01107987	A	05/14/2026	39616	JOHN BRYAN	36.00
11	01107988	A	05/14/2026	77089	KENDAL CAPELL	82.00
11	01107989	A	05/14/2026	66958	CDW GOVERNMENT, LLC	353.40
11	01107990	A	05/14/2026	31380	JOSE M CEDILLO	320.00
11	01107991	A	05/14/2026	53473	CHARLIE'S PRODUCE	7,219.77
11	01107992	A	05/14/2026	50644	LONDON CLARKE	31.00
11	01107993	A	05/14/2026	75698	MACKENZI CLAWSON	23.00
11	01107994	A	05/14/2026	103095	KISHA C COLLOM	70.00
11	01107995	A	05/14/2026	69868	ARCHER CRAWFORD	26.00
11	01107996	A	05/14/2026	66265	CURTIS EGBERT	164.00
11	01107997	A	05/14/2026	728870	ENBRIDGE GAS UTAH	34,911.66
11	01107998	A	05/14/2026	75272	ESS WEST, LLC	58,011.07
11	01107999	A	05/14/2026	106815	MAILEE FORREST	70.00
11	01108000	A	05/14/2026	36706	MONICA GROVER	59.00
11	01108001	A	05/14/2026	56480	ANDRIA HANSEN	118.00
11	01108002	A	05/14/2026	64866	JACOB HANSEN	46.00
11	01108003	A	05/14/2026	110942	KIP A HEINER	321.00
11	01108004	A	05/14/2026	40320	JACINDA HEYDER	59.00
11	01108005	A	05/14/2026	110864	JEFF HUNT	46.00
11	01108006	A	05/14/2026	61530	INTELEPEER CLOUD COMMUNICATIONS, LLC	1,765.50
11	01108007	A	05/14/2026	77070	HANNAH JACOBSON	96.00
11	01108008	A	05/14/2026	69850	ARDELL JENKS	60.00
11	01108009	A	05/14/2026	37664	ASHLEY JENSEN	59.00
11	01108010	A	05/14/2026	76139	SYLVIA JEPPSEN	83.00
11	01108011	A	05/14/2026	72842	MONTANAELA LOFTISS	395.00
11	01108012	A	05/14/2026	29777	JAMES O MAY	26.00
11	01108013	A	05/14/2026	40312	SHAILA MCCLURE	69.00
11	01108014	A	05/14/2026	67075	RACHEL MCCULLOUGH	108.00
11	01108015	A	05/14/2026	76198	ABIGAIL MERRILL	168.78
11	01108016	A	05/14/2026	10936	JONI MITCHELL	36.00
11	01108017	A	05/14/2026	67032	GARY MORTENSEN	49.00
11	01108018	A	05/14/2026	54356	MARISSA NELSON	39.00
11	01108019	A	05/14/2026	62081	NICOLE HESS VINYL	36.00
11	01108020	A	05/14/2026	68802	ABBY OBLOCK	292.32
11	01108021	A	05/14/2026	55930	MCKELLEN RADER	95.00
11	01108022	A	05/14/2026	45349	LADAWN RICHINS	46.00
11	01108023	A	05/14/2026	76830	ALISA RIVERA	39.00

Batch Year: 26 Bank: All Date Range: 05/01/2026 - 05/31/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
11	01108024	A	05/14/2026	58858	ANNA SHERMAN	36.00
11	01108025	A	05/14/2026	102033	SCOTT STAHELI	36.00
11	01108026	A	05/14/2026	12688	SYSCO	221,115.92
11	01108027	A	05/14/2026	852290	SANDIE TRAPP	70.00
11	01108028	A	05/14/2026	69442	TRINA WINNINGHAM	511.00
11	01108029	A	05/21/2026	101520	BELL JANITORIAL	173.15
11	01108030	A	05/21/2026	102177	BRADY INDUSTRIES OF UTAH, LLC	1,006.10
11	01108031	A	05/21/2026	70939	CAMFIL USA, INC	7,645.50
11	01108032	A	05/21/2026	53473	CHARLIE'S PRODUCE	1,244.97
11	01108033	A	05/21/2026	107656	DWA CONSTRUCTION INC	321,378.95
11	01108034	A	05/21/2026	75272	ESS WEST, LLC	48,694.75
11	01108035	A	05/21/2026	49042	CHELSEA MONTGOMERY	39.00
11	01108036	A	05/21/2026	71439	PILOT THOMAS LOGISTICS, LLC	40,872.87
11	01108037	A	05/21/2026	47325	RIVERSIDE INSIGHTS	14,326.40
11	01108038	A	05/21/2026	52221	SAMSARA	6,335.99
11	01108039	A	05/21/2026	803050	SHI INTERNATIONAL CORP	1,956.37
11	01108040	A	05/21/2026	74144	TEKNOLOGIA, LLC	50,010.75
11	01108041	A	05/21/2026	47686	TNT ENGRAVING	45.00
11	01108042	A	05/28/2026	109024	ARBITERPAY TRUST ACCOUNT	550.00
11	01108043	A	05/28/2026	3379	LINN BECK	111.36
11	01108044	A	05/28/2026	70343	BLUUM USA, INC	157.65
11	01108045	A	05/28/2026	102177	BRADY INDUSTRIES OF UTAH, LLC	498.40
11	01108046	A	05/28/2026	53473	CHARLIE'S PRODUCE	4,818.70
11	01108047	A	05/28/2026	107656	DWA CONSTRUCTION INC	391,548.10
11	01108048	A	05/28/2026	728870	ENBRIDGE GAS UTAH	692.50
11	01108049	A	05/28/2026	75272	ESS WEST, LLC	96,539.42
11	01108050	A	05/28/2026	39675	NICOLE FRY	23.00
11	01108051	A	05/28/2026	78743	ALYSSA JOHNSON	51.96
11	01108052	A	05/28/2026	67709	PROMISE LARSEN	23.00
11	01108053	A	05/28/2026	58360	ALEXIS RUZICH	216.74
11	01108054	A	05/28/2026	803050	SHI INTERNATIONAL CORP	10,148.83
11	01108055	A	05/28/2026	100705	JANET STOLWORTHY	26.00
11	01108056	A	05/28/2026	62510	JESSICA WAITE	382.80
11	01108057	A	05/28/2026	45233	MARCIA WILSON	23.00
					Total Bank: 11	**$1,342,636.04**

Batch Year: 26 Bank: All Date Range: 05/01/2026 - 05/31/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
15	00000531	C	05/05/2026	45500	BOX ELDER SCHOOL DISTRICT	180.40
15	00000532	C	05/05/2026	73016	CANON U.S.A., INC	87.84
15	00000533	C	05/05/2026	304218	GARLAND SCHOOL	126.27
15	00000534	C	05/05/2026	111656	SCHOLASTIC BOOK FAIRS	1,008.06
15	00000535	C	05/05/2026	38032	AMAZON CAPITAL SERVICES INC	250.78
15	00000536	C	05/05/2026	157371	STAPLES	88.45
15	00000537	C	05/12/2026	1	CAITLIN JASPERSON	5.00
15	00000538	C	05/12/2026	1	CHELSEA LEMONDS	12.00
15	00000539	C	05/12/2026	85738	BEAR RIVER HIGH SCHOOL	70.00
15	00000540	C	05/12/2026	45500	BOX ELDER SCHOOL DISTRICT	375.48
15	00000541	C	05/12/2026	64017	COPPER CANYON APPAREL	186.73
15	00000542	C	05/12/2026	304218	GARLAND SCHOOL	126.27
15	00000543	C	05/12/2026	489240	KENTS MARKET PL/TREMONTON	301.17
15	00000544	C	05/12/2026	38032	AMAZON CAPITAL SERVICES INC	579.65
15	00000545	C	05/19/2026	108695	AIRGAS USA LLC - CENTRAL DIVISION	6.30
15	00000546	C	05/19/2026	45500	BOX ELDER SCHOOL DISTRICT	1,900.53
15	00000547	C	05/19/2026	14958	CULLIGAN	150.00
15	00000548	C	05/19/2026	3549	JONES SCHOOL SUPPLY CO, INC.	49.00
15	00000549	C	05/19/2026	489250	KENTS MARKET PL/BRIGHAM	276.19
15	00000550	C	05/19/2026	489240	KENTS MARKET PL/TREMONTON	5.88
15	00000551	C	05/19/2026	43567	PENCIL WHOLESALE LLC	304.00
15	00000552	C	05/19/2026	702688	PETTY CASH	400.00
15	00000553	C	05/19/2026	111656	SCHOLASTIC BOOK FAIRS	667.78
15	00000554	C	05/19/2026	73342	SHUTTERFLY LIFETOUCH, LLC ACCTS RECV	185.91
15	00000555	C	05/19/2026	102864	WALKER CINEMAS	1,000.00
15	00000556	C	05/19/2026	38032	AMAZON CAPITAL SERVICES INC	156.59
15	00000557	C	05/26/2026	1	SARA COBB	22.00
15	00000558	C	05/26/2026	74179	2 SISTERS TRAILERS	284.12
15	00000559	C	05/26/2026	45500	BOX ELDER SCHOOL DISTRICT	1,073.16
15	00000560	C	05/26/2026	73016	CANON U.S.A., INC	233.80
15	00000561	C	05/26/2026	59943	EVANS ACRES MINI FARM, LLC	300.00
15	00000562	C	05/26/2026	58548	MORGAN HAWKES	400.00
15	00000563	C	05/26/2026	64416	HADLIE NELSON	9.25
15	00000564	C	05/26/2026	73342	SHUTTERFLY LIFETOUCH, LLC ACCTS RECV	755.05
15	00000565	C	05/26/2026	31364	95 PERCENT GROUP LLC	1,028.50
15	00000566	C	05/26/2026	38032	AMAZON CAPITAL SERVICES INC	1,611.57
					Total Bank: 15	**$14,217.73**
29	16800656	C	05/06/2026	85738	BEAR RIVER HIGH SCHOOL	158.32
29	16800657	C	05/06/2026	38032	AMAZON CAPITAL SERVICES INC	356.04
29	16800658	C	05/13/2026	38032	AMAZON CAPITAL SERVICES INC	117.43
29	16800659	C	05/14/2026	104321	BOX ELDER SCHOOL DISTRICT	796.27
29	16800660	C	05/27/2026	38032	AMAZON CAPITAL SERVICES	154.05
29	16800661	C	05/27/2026	38032	AMAZON CAPITAL SERVICES INC	55.32
29	16800662	C	05/28/2026	45934	LINDA KUNZLER	847.00
29	16800663	C	05/28/2026	507075	KELLIE KUNZLER	878.21
29	16800664	C	05/29/2026	45500	BOX ELDER SCHOOL DISTRICT	706.20
					Total Bank: 29	**$4,068.84**

Batch Year: 26 Bank: All Date Range: 05/01/2026 - 05/31/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
33	30403306	C	05/08/2026	38032	AMAZON CAPITAL SERVICES INC	3,200.06
33	30403307	C	05/08/2026	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	1,122.30
33	30403308	C	05/08/2026	75426	TREVIPAY-WALMART	328.78
33	30403309	C	05/15/2026	795	DIDAX EDUCATIONAL RESOURCES INC	239.00
33	30403310	C	05/15/2026	78549	MACIE GARDNER	50.00
33	30403311	C	05/15/2026	361	BEAR RIVER VALLEY HOSPITAL	1,123.20
33	30403312	C	05/15/2026	489240	KENTS MARKET PL/TREMONTON	793.93
33	30403313	C	05/15/2026	75426	TREVIPAY-WALMART	346.54
33	30403314	C	05/19/2026	104321	BOX ELDER SCHOOL DISTRICT	113.28
33	30403315	C	05/30/2026	38032	AMAZON CAPITAL SERVICES INC	4,758.49
33	30403316	C	05/30/2026	85738	BEAR RIVER HIGH SCHOOL	22.00
33	30403317	C	05/30/2026	104321	BOX ELDER SCHOOL DISTRICT	5,206.81
33	30403318	C	05/30/2026	100522	INTERMOUNTAIN FARMERS ASSOC / IFA	27.71
33	30403319	C	05/30/2026	61611	QUENCH USA, INC	462.00
33	30403320	C	05/30/2026	75426	TREVIPAY-WALMART	654.74
					Total Bank: 33	**$18,448.84**
34	30803957	C	05/05/2026	38032	AMAZON CAPITAL SERVICES INC	3,793.06
34	30803958	C	05/05/2026	71897	ERIN L ANDERSON	3,000.00
34	30803959	C	05/05/2026	104321	BOX ELDER SCHOOL DISTRICT	15,832.90
34	30803960	C	05/07/2026	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	40.00
34	30803961	C	05/07/2026	71242	IRON GATE CATERING	870.00
34	30803962	C	05/07/2026	633340	OFFICE DEPOT	1,141.45
34	30803963	C	05/07/2026	51837	SWEETWATER	1,374.50
34	30803964	C	05/07/2026	75426	TREVIPAY-WALMART	258.78
34	30803965	C	05/15/2026	112046	ACE HARDWARE - BRIGHAM	52.47
34	30803966	C	05/15/2026	38032	AMAZON CAPITAL SERVICES INC	761.79
34	30803967	C	05/15/2026	106055	BLICK ART MATERIALS	1,187.80
34	30803968	C	05/15/2026	71242	IRON GATE CATERING	870.00
34	30803969	C	05/15/2026	109248	J W PEPPER MUSIC	683.09
34	30803970	C	05/15/2026	633340	OFFICE DEPOT	157.61
34	30803971	C	05/15/2026	18546	QUALITY LOGO PRODUCTS	755.30
34	30803972	C	05/15/2026	75426	TREVIPAY-WALMART	84.72
34	30803973	C	05/20/2026	104321	BOX ELDER SCHOOL DISTRICT	2,098.74
34	30803974	C	05/26/2026	1	ALICIA MURPHY	100.00
34	30803975	C	05/26/2026	1	BOBBI MELEHES	20.00
34	30803976	C	05/26/2026	1	EMILY ZITO	20.00
34	30803977	C	05/26/2026	1	JACE MCKEE	20.00
34	30803978	C	05/26/2026	1	JERUSHA WALSH	20.00
34	30803979	C	05/26/2026	1	MAYRA GARZA	20.00
34	30803980	C	05/28/2026	4545	AL'S SPORTING GOODS	166.68
34	30803981	C	05/28/2026	38032	AMAZON CAPITAL SERVICES INC	963.70
34	30803982	C	05/28/2026	45500	BOX ELDER SCHOOL DISTRICT	1,242.00
34	30803983	C	05/28/2026	106055	BLICK ART MATERIALS	149.40
34	30803984	C	05/28/2026	104321	BOX ELDER SCHOOL DISTRICT	558.60
34	30803985	C	05/28/2026	17736	CROWN AWARDS	749.78
34	30803986	C	05/28/2026	71242	IRON GATE CATERING	2,563.20
34	30803987	C	05/28/2026	633340	OFFICE DEPOT	401.06
34	30803988	C	05/28/2026	74624	PERRY ICE, LLC	442.00
34	30803989	C	05/28/2026	51837	SWEETWATER	14.99
34	30803990	C	05/28/2026	75426	TREVIPAY-WALMART	352.32
34	30803991	C	05/29/2026	45500	BOX ELDER SCHOOL DISTRICT	1,044.00
					Total Bank: 34	**$41,809.94**

Batch Year: 26 Bank: All Date Range: 05/01/2026 - 05/31/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
35	40403570	C	05/07/2026	1	JACOB KIDD	15.00
35	40403571	C	05/07/2026	1	JEN WINWARD	390.14
35	40403572	C	05/07/2026	38032	AMAZON CAPITAL SERVICES INC	942.46
35	40403573	C	05/07/2026	327480	GREER'S HARDWARE	88.43
35	40403574	C	05/07/2026	489240	KENTS MARKET PL/TREMONTON	553.33
35	40403575	C	05/07/2026	110914	SUPERIOR WATER AND AIR INC	39.95
35	40403576	C	05/07/2026	75426	TREVIPAY-WALMART	35.97
35	40403577	C	05/13/2026	67563	CHICHO'S FLAVORS	300.00
35	40403578	C	05/13/2026	67512	JUAN SALINAS	585.00
35	40403579	C	05/13/2026	67490	NA-CHO AVERAGE NACHOS	335.00
35	40403580	C	05/13/2026	67326	PIZZA PLUS OF TREMONTON	1,000.00
35	40403581	C	05/13/2026	78360	SWIRL SMOOTHIES, LLC	495.00
35	40403582	C	05/13/2026	67555	THE CORNDOG COMPANY	690.00
35	40403583	C	05/13/2026	73938	THE SWEET SCORE	1,035.00
35	40403584	C	05/13/2026	70122	YODERS FAMILY KITCHEN	905.00
35	40403585	C	05/19/2026	1724	ACE HARDWARE TREMONTON	166.93
35	40403586	C	05/19/2026	38032	AMAZON CAPITAL SERVICES INC	167.28
35	40403587	C	05/19/2026	45500	BOX ELDER SCHOOL DISTRICT	218.14
35	40403588	C	05/19/2026	158220	COVER UP	406.00
					Total Bank: 35	**$8,368.63**
36	40804987	C	05/01/2026	38032	AMAZON CAPITAL SERVICES	81.26
36	40804988	C	05/01/2026	104348	BOX ELDER MIDDLE SCHOOL	18.75
36	40804989	C	05/01/2026	75426	TREVIPAY	114.19
36	40804990	C	05/05/2026	38032	AMAZON CAPITAL SERVICES	251.14
36	40804991	C	05/05/2026	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	67.00
36	40804992	C	05/05/2026	6890	FBLA - PBL	626.00
36	40804993	C	05/05/2026	489250	KENTS MARKET PL/BRIGHAM	669.02
36	40804994	C	05/05/2026	75426	TREVIPAY	43.98
36	40804995	C	05/05/2026	7609	UTAH FBLA-PBL	1,345.00
36	40804996	C	05/08/2026	38032	AMAZON CAPITAL SERVICES	1,517.32
36	40804997	C	05/08/2026	35335	TECHNOLOGY STUDENT ASSOCIATION	1,500.00
36	40804998	C	05/08/2026	75426	TREVIPAY	148.85
36	40804999	C	05/20/2026	104321	BOX ELDER SCHOOL DISTRICT	4,335.27
36	40805000	C	05/26/2026	69094	RUSH FUNPLEX PV	322.00
36	40805001	C	05/26/2026	69094	RUSH FUNPLEX PV	532.00
36	40805002	C	05/28/2026	16209	CAST IRON CATERING COMPANY	2,080.00
					Total Bank: 36	**$13,651.78**
37	70416261	CV	05/06/2026	33251	KATHRYN KUSTOM SEWING	-930.00
37	70416395	CV	05/06/2026	66559	ALLTEAM SPORTSWEAR	-270.00
37	70416433	C	05/05/2026	1	JULIE BOYER	50.00
37	70416434	C	05/05/2026	1	LAURA FINLAYSON	20.00
37	70416435	C	05/05/2026	38032	AMAZON CAPITAL SERVICES INC	7,733.92
37	70416436	C	05/05/2026	72427	BEAR RIVER FLORAL	115.00
37	70416437	C	05/05/2026	104338	BOX ELDER HIGH SCHOOL	300.00
37	70416438	C	05/05/2026	104321	BOX ELDER SCHOOL DISTRICT	2,313.55
37	70416439	C	05/05/2026	104321	BOX ELDER SCHOOL DISTRICT	14,749.00
37	70416440	C	05/05/2026	4910	NATIONAL FFA ORGANIZATION	672.00
37	70416441	C	05/05/2026	5193	STEVE REGAN CO	88.00
37	70416442	C	05/05/2026	7609	UTAH FBLA-PBL	35.00
37	70416443	C	05/12/2026	64564	ADRENALINE	390.13
37	70416444	C	05/12/2026	104321	BOX ELDER SCHOOL DISTRICT	5,734.72
37	70416445	C	05/12/2026	78484	ABIGAIL BUSH	2,000.00
37	70416446	C	05/12/2026	76970	ELIZABETH CHRISTENSEN	650.00
37	70416447	C	05/12/2026	78522	LINDSEY CLARK	2,000.00
37	70416448	C	05/12/2026	102017	DAVIS HIGH SCHOOL	11,333.00
37	70416449	C	05/12/2026	74454	PEPPER DICKEMORE	4,000.00
37	70416450	C	05/12/2026	69540	ANGEANA ERICKSON	2,000.00
37	70416451	C	05/12/2026	47317	HOFFMAN AL BREEDERS, INC.	40.00
37	70416452	C	05/12/2026	16314	HOSA-FUTURE HEALTH PROFESSIONALS	120.00
37	70416453	C	05/12/2026	78514	MARSHA JOHNSON	2,000.00
37	70416454	C	05/12/2026	69515	TIMOTHY MICHAEL JOHNSON	2,000.00
37	70416455	C	05/12/2026	51187	METALMART INC.	2,897.82

Batch Year: 26 Bank: All Date Range: 05/01/2026 - 05/31/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
37	70416456	C	05/12/2026	66834	MOUNTAIN VALLEY PRINTING	742.89
37	70416457	C	05/12/2026	78530	DANIEL NELSON	2,000.00
37	70416458	C	05/12/2026	33251	KATHRYN ROSE	3,630.00
37	70416459	C	05/12/2026	769715	SAM'S CLUB MC/SYNCB	882.59
37	70416460	C	05/12/2026	110914	SUPERIOR WATER AND AIR INC	40.00
37	70416461	C	05/12/2026	20494	UTAH HOSA	350.00
37	70416462	C	05/12/2026	32824	YES PRINT COPY N MORE, LLC	34.00
37	70416463	C	05/12/2026	74446	YING XIAO	2,000.00
37	70416464	C	05/13/2026	66559	ALLTEAM SPORTSWEAR	1,309.00
37	70416465	C	05/13/2026	38032	AMAZON CAPITAL SERVICES INC	354.14
37	70416466	C	05/13/2026	107102	BEAR RIVER BOWLING CENTER / THE GRILL	63.52
37	70416467	C	05/13/2026	489240	KENTS MARKET PL/TREMONTON	4,304.30
37	70416468	C	05/19/2026	1	CALLIE STOKES	220.00
37	70416469	C	05/19/2026	1	CHAD HOFER	235.00
37	70416470	C	05/19/2026	1	DELIA LEYVA	220.00
37	70416471	C	05/19/2026	1	ELIZABETH HORSLEY	220.00
37	70416472	C	05/19/2026	1	JENNY FIRTH	220.00
37	70416473	C	05/19/2026	1	LEIGH DUNHAM	220.00
37	70416474	C	05/19/2026	1	MANDI TAYLOR	220.00
37	70416475	C	05/19/2026	1	MARCUS ROACH	220.00
37	70416475	CV	05/29/2026	1	MARCUS ROACH	-220.00
37	70416476	C	05/19/2026	1	MICHAEL JENSEN	119.92
37	70416476	CV	05/28/2026	1	MICHAEL JENSEN	-119.92
37	70416477	C	05/19/2026	1	NASH NESSEN	33.00
37	70416478	C	05/19/2026	1	SHAYLEE VOSS	220.00
37	70416479	C	05/19/2026	1724	ACE HARDWARE TREMONTON	127.53
37	70416480	C	05/19/2026	65048	AKTIVATE	285.00
37	70416481	C	05/19/2026	48585	AMERICAN REFRIGERATION LLC	114.12
37	70416482	C	05/19/2026	45500	BOX ELDER SCHOOL DISTRICT	130.00
37	70416483	C	05/19/2026	104321	BOX ELDER SCHOOL DISTRICT	1,838.76
37	70416484	C	05/19/2026	58963	TYLER BRIMHALL	15.91
37	70416485	C	05/19/2026	31658	BSN SPORTS	580.62
37	70416486	C	05/19/2026	31437	LIBBY CHRISTENSEN	385.00
37	70416487	C	05/19/2026	40363	CIO MEDICAL SERVICES	980.00
37	70416488	C	05/19/2026	158220	COVER UP	45.00
37	70416489	C	05/19/2026	76058	DAISY PAC, LLC	1,040.00
37	70416490	C	05/19/2026	1627	DOMINO'S PIZZA / TREMONTON	1,037.94
37	70416491	C	05/19/2026	327480	GREER'S HARDWARE	599.97
37	70416492	C	05/19/2026	78620	STEPHEN MOORE	2,000.00
37	70416493	C	05/19/2026	66834	MOUNTAIN VALLEY PRINTING	356.00
37	70416494	C	05/19/2026	110339	NANCY PENCE	125.00
37	70416495	C	05/19/2026	78611	BROOKLYN POND	125.00
37	70416496	C	05/19/2026	72168	SCOTT STEVENS DIGITAL, LLC	400.00
37	70416497	C	05/19/2026	5193	STEVE REGAN CO	160.44
37	70416498	C	05/19/2026	75388	SUGAR & SIPS, LLC	234.00
37	70416499	C	05/19/2026	68837	TEAM UP ATHLETICS	516.00
37	70416500	C	05/19/2026	73938	THE SWEET SCORE	1,120.00
37	70416501	C	05/19/2026	7536	GAME ONE	416.00
37	70416502	C	05/19/2026	891181	UTAH STATE UNIVERSITY	5,445.00
37	70416503	C	05/19/2026	71609	UTAH WATER POLO ASSOCIATION	991.00
37	70416504	C	05/19/2026	16535	VEX ROBOTICS	694.26
37	70416505	C	05/19/2026	60453	VISTA AT ENTRADA SCHOOL	6,000.00
37	70416506	C	05/19/2026	69531	WEBER COUNTY SCHOOL DISTRICT FOUNDATION	4,000.00
37	70416507	C	05/21/2026	104321	BOX ELDER SCHOOL DISTRICT	17,386.16
37	70416508	C	05/22/2026	1	BR RUGBY	550.00
37	70416509	C	05/22/2026	1	TRICIA HURD	25.00
37	70416510	C	05/22/2026	45500	BOX ELDER SCHOOL DISTRICT	376.00
37	70416511	C	05/22/2026	104321	BOX ELDER SCHOOL DISTRICT	484.43
37	70416512	C	05/22/2026	304218	GARLAND SCHOOL	7.00
37	70416513	C	05/22/2026	7161	MILLER GAS CO, INC	21.45
37	70416514	C	05/22/2026	50091	KATRINA ORAM	275.00
37	70416515	C	05/22/2026	78654	CANDICE SANO	1,000.00

Batch Year: 26 Bank: All Date Range: 05/01/2026 - 05/31/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
37	70416516	C	05/22/2026	39667	SIGN GYPSIES BOX ELDER	170.00
37	70416517	C	05/22/2026	10600	LADAWN SORENSEN	275.00
37	70416518	C	05/22/2026	78697	KRISTA THOMPSON	1,000.00
37	70416519	C	05/27/2026	1	SHAUNDELL SMITH	100.00
37	70416520	C	05/27/2026	14109	ALLAN PLANT CO	18.50
37	70416521	C	05/27/2026	38032	AMAZON CAPITAL SERVICES INC	2,425.34
37	70416522	C	05/27/2026	20869	BELL PRINTING AND DESIGN	138.00
37	70416523	C	05/27/2026	104321	BOX ELDER SCHOOL DISTRICT	3,501.52
37	70416524	C	05/27/2026	104321	BOX ELDER SCHOOL DISTRICT	30.06
37	70416525	C	05/27/2026	31658	BSN SPORTS	6,501.93
37	70416526	C	05/27/2026	4618	COLEMAN KNITTING MILL	2,563.00
37	70416527	C	05/27/2026	1228	COLLEGE BOARD	8,110.00
37	70416528	C	05/27/2026	78026	CONFETTI LANE EVENTS	525.00
37	70416529	C	05/27/2026	62871	CREATIVE DESIGN ENGRAVING LLC	214.00
37	70416530	C	05/27/2026	109248	J W PEPPER MUSIC	185.99
37	70416531	C	05/27/2026	46965	LITTLE REDS LLC	2,144.00
37	70416532	C	05/27/2026	66834	MOUNTAIN VALLEY PRINTING	2,372.89
37	70416533	C	05/27/2026	67326	PIZZA PLUS OF TREMONTON	1,672.41
37	70416534	C	05/27/2026	39667	SIGN GYPSIES BOX ELDER	50.00
37	70416535	C	05/27/2026	67776	SO SIMPLY SWEET CO	396.75
37	70416536	C	05/27/2026	51810	TEXAS ROADHOUSE LOGAN	1,399.00
37	70416537	C	05/27/2026	6904	UTAH TECH UNIVERSITY	3,150.00
					Total Bank: 37	**$164,391.56**
38	70816444	CV	05/04/2026	78042	EMMA KATE SCHIPAANBOORD	-280.00
38	70816499	C	05/05/2026	104321	BOX ELDER SCHOOL DISTRICT	5,367.70
38	70816500	C	05/13/2026	1	CHANCE RICHARDS	1,500.00
38	70816501	C	05/13/2026	1	KIM LAING	151.26
38	70816502	C	05/13/2026	1	OLIVIA CIERVO	40.88
38	70816503	C	05/13/2026	1	SHAUN CHRISTENSEN	1,000.00
38	70816504	C	05/13/2026	78328	4THROWS, LLC	534.75
38	70816505	C	05/13/2026	72621	ABC SUPPLY CO	1,173.39
38	70816506	C	05/13/2026	112046	ACE HARDWARE - BRIGHAM	227.33
38	70816507	C	05/13/2026	38032	AMAZON CAPITAL SERVICES INC	10,517.79
38	70816508	C	05/13/2026	45500	BOX ELDER SCHOOL DISTRICT	1,715.38
38	70816509	C	05/13/2026	53457	BLACK STITCH LLC	944.00
38	70816510	C	05/13/2026	104321	BOX ELDER SCHOOL DISTRICT	7,434.45
38	70816511	C	05/13/2026	104321	BOX ELDER SCHOOL DISTRICT	884.91
38	70816512	C	05/13/2026	13293	ROBERT BREITENBEKER	4,115.00
38	70816513	C	05/13/2026	31658	BSN SPORTS	210.37
38	70816514	C	05/13/2026	40363	CIO MEDICAL SERVICES	660.00
38	70816515	C	05/13/2026	4618	COLEMAN KNITTING MILL	4,984.00
38	70816516	C	05/13/2026	77887	CRUMBL BRIGHAM	556.50
38	70816517	C	05/13/2026	72478	DESERT PEAKS PROMO	143.00
38	70816518	C	05/13/2026	57789	DO GOOD DESIGNS UTAH	1,663.73
38	70816519	C	05/13/2026	6890	FBLA - PBL	710.00
38	70816520	C	05/13/2026	286060	FLINN SCIENTIFIC	827.11
38	70816521	C	05/13/2026	78344	WADE GARR	600.00
38	70816522	C	05/13/2026	15920	GRIDELI'S NORTH	895.50
38	70816523	C	05/13/2026	78433	SHANNA HALES	602.10
38	70816524	C	05/13/2026	71242	IRON GATE CATERING	2,460.00
38	70816525	C	05/13/2026	69256	JFS WHOLESALE	729.20
38	70816526	C	05/13/2026	25119	SIZZLING CAESARS, LLC	317.02
38	70816527	C	05/13/2026	543168	MADDOX RANCH HOUSE	1,188.11
38	70816528	C	05/13/2026	77844	JUSTIN MCARTHUR	105.00
38	70816529	C	05/13/2026	4910	NATIONAL FFA ORGANIZATION	208.00
38	70816530	C	05/13/2026	4979	O'REILLY AUTOMOTIVE	110.00
38	70816531	C	05/13/2026	4960	OLD GRIST MILL BREAD	107.41
38	70816532	C	05/13/2026	698980	PEPSI-COLA OF OGDEN	57.43
38	70816533	C	05/13/2026	71889	PETERSON PLUMBING SUPPLY	602.36
38	70816534	C	05/13/2026	104992	PRINT SHOP	243.70
38	70816535	C	05/13/2026	13021	ROGUE FITNESS	2,110.17
38	70816536	C	05/13/2026	78042	EMMA KATE SCHIPAANBOORD	280.00

Batch Year: 26 Bank: All Date Range: 05/01/2026 - 05/31/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
38	70816537	C	05/13/2026	10731	SMITH'S CUSTOMER CHARGES	549.72
38	70816538	C	05/13/2026	804825	SUNRISE HIGH SCHOOL	175.80
38	70816539	C	05/13/2026	111790	SUNSTONE POTTERY	454.63
38	70816540	C	05/13/2026	76333	TEAM ALLIED	193.78
38	70816541	C	05/13/2026	110889	THE DUTCH OVEN SHOPPE / M BODILY	620.00
38	70816542	C	05/13/2026	47686	TNT ENGRAVING	155.00
38	70816543	C	05/13/2026	75426	TREVIPAY-WALMART	1,550.49
38	70816544	C	05/13/2026	31852	UACTE IT DIVISION	255.00
38	70816545	C	05/13/2026	40193	WHEELWRIGHT LUMBER COMPANY INC	1,568.98
38	70816546	C	05/21/2026	104321	BOX ELDER SCHOOL DISTRICT	45,705.30
38	70816547	C	05/21/2026	69094	RUSH FUNPLEX PV	10,500.00
38	70816548	C	05/21/2026	1	HYDYR YUVSHANOV	59.00
38	70816549	C	05/26/2026	109695	BELLAS FRESH MEXICAN GRILL	821.68
38	70816550	C	05/27/2026	11924	MOUNTAIN CREST HIGH SCHOOL	1,125.00
38	70816551	C	05/27/2026	1	PHILIPP WEILER	50.00
38	70816552	C	05/27/2026	109695	BELLAS FRESH MEXICAN GRILL	744.58
38	70816553	C	05/29/2026	1	TIM MARTIN	119.80
38	70816554	C	05/29/2026	112046	ACE HARDWARE - BRIGHAM	277.79
38	70816555	C	05/29/2026	10260	ADELE C YOUNG INTERM SCH	31.00
38	70816556	C	05/29/2026	35519	AL'S TROPHIES & FRAMES, INC.	48.00
38	70816557	C	05/29/2026	38032	AMAZON CAPITAL SERVICES INC	4,725.62
38	70816558	C	05/29/2026	106895	BADGER SCREEN PRINTING CO	1,089.28
38	70816559	C	05/29/2026	45500	BOX ELDER SCHOOL DISTRICT	815.20
38	70816560	C	05/29/2026	23698	BIO CORPORATION	1,205.92
38	70816561	C	05/29/2026	17256	BIO-RAD LABORATORIES	112.99
38	70816562	C	05/29/2026	53457	BLACK STITCH LLC	1,140.00
38	70816563	C	05/29/2026	104321	BOX ELDER SCHOOL DISTRICT	30,374.01
38	70816564	C	05/29/2026	104321	BOX ELDER SCHOOL DISTRICT	930.66
38	70816565	C	05/29/2026	13293	ROBERT BREITENBEKER	1,000.00
38	70816566	C	05/29/2026	31658	BSN SPORTS	1,915.35
38	70816567	C	05/29/2026	230	CAROLINA BIOLOGICAL	452.62
38	70816568	C	05/29/2026	77968	DUNLAP HATCHERY	365.00
38	70816569	C	05/29/2026	103987	EWING IRRIGATION	1,055.74
38	70816570	C	05/29/2026	106202	JOHN FINDLAY	180.00
38	70816571	C	05/29/2026	109665	A J GILMORE	681.66
38	70816572	C	05/29/2026	778870	GOPHER SPORT	863.76
38	70816573	C	05/29/2026	51977	HONEYBUCKET	308.00
38	70816574	C	05/29/2026	74233	INDULGE BOUTIQUE LLC	899.54
38	70816575	C	05/29/2026	422180	INDUSTRIAL TOOL & SUPPLY	244.00
38	70816576	C	05/29/2026	109248	J W PEPPER MUSIC	395.97
38	70816577	C	05/29/2026	25747	JENA BARBER	200.00
38	70816578	C	05/29/2026	69256	JFS WHOLESALE	23.90
38	70816579	C	05/29/2026	78689	K&K CONSTRUCTION AND ROOFING	150.00
38	70816580	C	05/29/2026	70904	KENTUCKY DERBY MUSEUM CORPORATION	414.00
38	70816581	C	05/29/2026	55255	KW STRIPING	375.00
38	70816582	C	05/29/2026	25119	SIZZLING CAESARS, LLC	104.88
38	70816583	C	05/29/2026	78379	NIKILA LOPEZ	80.00
38	70816584	C	05/29/2026	78387	PORTIA LOPEZ	80.00
38	70816585	C	05/29/2026	109653	MCKAYLA VINCENT	106.95
38	70816586	C	05/29/2026	4960	OLD GRIST MILL BREAD	281.29
38	70816587	C	05/29/2026	104992	PRINT SHOP	43.85
38	70816588	C	05/29/2026	110378	JESSE THOMAS ROBERTS	1,830.32
38	70816589	C	05/29/2026	39667	SIGN GYPSIES BOX ELDER	85.00
38	70816590	C	05/29/2026	10731	SMITH'S CUSTOMER CHARGES	562.04
38	70816591	C	05/29/2026	67776	SO SIMPLY SWEET CO	219.80
38	70816592	C	05/29/2026	108299	STEVE WEISS MUSIC	78.93
38	70816593	C	05/29/2026	19488	T SHIRT CHOP SHOP	716.00
38	70816594	C	05/29/2026	76333	TEAM ALLIED	199.88
38	70816595	C	05/29/2026	68837	TEAM UP ATHLETICS	1,089.00
38	70816596	C	05/29/2026	78638	THE COLLABORATIVE TRAINING, LLC	5,920.00
38	70816597	C	05/29/2026	47686	TNT ENGRAVING	1,883.50
38	70816598	C	05/29/2026	75426	TREVIPAY-WALMART	1,686.54

Batch Year: 26 Bank: All Date Range: 05/01/2026 - 05/31/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
38	70816599	C	05/29/2026	100686	UHSAA / UTAH HIGH SCHOOL ACT ASSOC	700.00
38	70816600	C	05/29/2026	20494	UTAH HOSA	2,995.00
38	70816601	C	05/29/2026	6904	DIXIE STATE UNIVERSITY	4,590.00
38	70816602	C	05/29/2026	43311	VARSITY YEARBOOK	11,153.65
38	70816603	C	05/29/2026	60844	JESENIA WALKER	564.00
					Total Bank: 38	**$205,591.95**
39	77800653	C	05/05/2026	104321	BOX ELDER SCHOOL DISTRICT	732.00
39	77800653	CV	05/05/2026	104321	BOX ELDER SCHOOL DISTRICT	-732.00
39	77800654	C	05/05/2026	804825	SUNRISE HIGH SCHOOL	732.00
39	77800655	C	05/19/2026	104321	BOX ELDER SCHOOL DISTRICT	1,313.24
39	77800656	C	05/27/2026	109695	BELLAS FRESH MEXICAN GRILL	416.00
39	77800657	C	05/28/2026	804825	SUNRISE HIGH SCHOOL	152.00
					Total Bank: 39	**$2,613.24**

Total Computer Checks:	**$7,927,897.24**
Total Manual Checks:	**$5,798,077.34**
Total ACH Checks:	**$1,342,636.04**
Total Other Checks:	**$0.00**
Total Electronic Checks:	**$0.00**
Total Computer Voids:	**-$225,468.90**
Total Manual Voids:	**$0.00**
Total ACH Voids:	**$0.00**
Total Other Voids:	**$0.00**
Total Electronic Voids:	**$0.00**
Grand Total:	**$14,843,141.72**
Number of Checks:	**755**

Batch Year	Batch	Amount
26	001577	-225.41
26	001653	-3,089.66
26	001697	-930.00
26	001707	-214,306.59
26	001710	-5,295.32
26	001937	768.15
26	002009	1,094.25
26	002055	-280.00
26	002100	2,702.77
26	002132	3,517.62
26	002161	-270.00
26	002224	214.20
26	002234	78,687.60
26	002235	8,225.28
26	002236	41,906.15
26	002237	311,898.90
26	002238	198.00
26	002239	1,640.03
26	002240	1,402.57
26	002241	339.23
26	002258	26,076.47
26	002268	0.00
26	002275	5,367.70
26	002283	3,002.14
26	002290	22,625.96
26	002291	732.00
26	002303	2,065.28
26	002306	158.32
26	002307	356.04
26	002314	4,651.14
26	002327	40.00
26	002329	3,644.73

Batch Year: 26 Bank: All Date Range: 05/01/2026 - 05/31/2026

Batch Year	Batch	Amount
26	002331	171,596.71
26	002332	322,438.83
26	002333	46,900.18
26	002334	107,384.50
26	002336	18,259.50
26	002337	1,076.65
26	002338	579.65
26	002354	3,166.17
26	002374	56,133.25
26	002375	44,845.15
26	002378	6,030.96
26	002383	117.43
26	002385	5,345.00
26	002395	796.27
26	002410	8,610.39
26	002414	2,552.67
26	002423	4,552.78
26	002429	2,019,473.86
26	002430	37,216.89
26	002431	51,577.10
26	002432	317,437.57
26	002433	1,550,731.05
26	002434	13,073.71
26	002435	4,945.59
26	002436	156.59
26	002442	31,570.55
26	002446	958.35
26	002447	113.28
26	002449	1,313.24
26	002453	4,335.27
26	002468	2,098.74
26	002486	45,705.30
26	002487	17,386.16
26	002491	10,500.00
26	002492	59.00
26	002493	3,287,922.89
26	002494	27,958.31
26	002495	15,983.48
26	002496	226,315.90
26	002497	391,548.10
26	002498	7,665.69
26	002499	3,077.38
26	002500	2,640.07
26	002520	4,183.88
26	002554	322.00
26	002556	532.00
26	002559	821.68
26	002560	691,962.87
26	002562	4,828,199.91
26	002565	200.00
26	002576	1,125.00
26	002578	50.00
26	002579	416.00
26	002583	744.58
26	002584	35,498.39
26	002585	154.05
26	002588	55.32
26	002596	2,080.00
26	002601	85,365.44
26	002605	7,603.73
26	002606	152.00
26	002607	847.00
26	002610	878.21
26	002611	706.20
26	002617	1,044.00
26	002640	11,131.75

For June 10, 2026 Board Meeting

Leaving the District

Site	***Employee***	***Position***
BRHS	Kassidy Mickleson	CTE Business
BEHS	Misa Findlay	Accompanist
Fielding	Tricia Brown	Media Aide/ Literacy Para
Transportation	Gregory DuPuis	Bus Driver
North Park	Kerry Rawlinson	Speech Para
Discovery	Kappy Williams	4th Grade
District Office	Steve Carlsen	Superintendent
BRMS	Catherine Runyan	Reading/ Journalism/LAB
BRMS	Duane Runyan	Math/Comp Science
TMC	Patti Brunty	2nd Grade
Sunrise	Tracy Hansen	Social Studies
Golden Spike	Karen Stevenson	Resource Para
Harris	Judy Thompson	Cook
Sunrise	Debi Blaisdell	Attendance Secretary
BEHS	Bonnie Robinson	Biology
District Office	Jessica Waite	Psychologist
BEHS	Catherine Hanson	School Counselor
Discovery	Lori Korth	1st Grade
Fielding	Jan Hawkes	2nd Grade
McKinley	Daniel Curtis	Behavior Para
BRHS	Steven Littlefield	Social Studies
TMC	Jenny Hilton	4th Grade
ACYI	Alicia Murphy	Accompanist
Golden Spike	Xiao Xiao Tang	3rd & 4th Grade
McKinley	Kaitlyn Beveridge	4th Grade
BRHS	Dallin Kestner	ISS/ Testing Para
BEHS	Michele Alger	Cook
Century	Dallin Gittins	Principal
TMC	Emily Bailey	SLT
Willard	Kira Alldredge	Instructional Para
BEHS	Victoria Harker	Band Director
BRHS Nat	Madison Witt	Custodian
Century	Serena Lindsey	Overcrowding Para
Century	Mindy Salisbury	Literacy Para
Century	Sarah Johnson	Overcrowding Para
Century	Frances Ford	Functional Skills Para
Discovery	Mary Ewing	Kitchen Manager
Golden Spike	Cary "CJ" Nicholas	Early Intervention Para
Golden Spike	Shauna Chadburn	Functional Skills Para
Golden Spike	Madeline Kunzler	Instructional Para
Golden Spike	Jeannine Ipsen	Instructional Para
Garland	Eliza Kimber	Instructional Para
Garland	Reese Walsh	Overcrowding Para

Garland	Noelle Merz	Instructional Para
Golden Spike	Sherrie Wayment	Instructional Para
Lakeview	Shanna Smith	PE Prep Para
Willard	Maddy Smith	Functional Skills Para
Golden Spike	Kelsey Heaton	Instructional Para
Golden Spike	Aleatha Child	ED Para
Golden Spike	Rylee Chase	Resource Para
BRHS	Nick Bruce	Behavior Para
BRHS	Jacob Batke	ED Para
Golden Spike	Shelbie Hinkle	Behavior Para
Golden Spike	Stacy Butts	Instructional Para
ACYI	Kari Allen	SPED ELA
ILSC	Peggy Dansie	Functional Skills Para
Transportation	Kristal Small	Office Manager/ Dispatcher
Fielding	Rachel Healey	Overcrowding Para
Fielding	Chelsie Nelson	Math Para
Fielding	Brittany Miller	Overcrowding Para
Fielding	Emma Jackman	Instructional Para
Snowville	McKayla Morris	Instructional/Speech Para
North Park	Jayci Anderson	Overcrowding Para
Golden Spike	Jingyi Yang	Psych Intern
North Park	Makenzie Colborn	Instructional Para
North Park	Tiera Hunt	Instructional Para
North Park	Katelin Huppe	Instructional Para
North Park	Dana Ross	Instructional Para
Discovery	Avree Anderson	Functional Skills Para
North Park	Rachael Tureson	Instructional Para
North Park	Naomi Whitmore	Instructional Para
District Office	Erika McDermott	School Psychologist
Grouse Creek	Johnathan Evans	Custodian/ Instructional Para
North Park	Ruth Sommers	Computer/STEM Para
Discovery	Todd Barrow	Principal
North Park	Denver Reese	ELL Para

New Hires - None

Site	***Employee***	***Position***
District Office	Tenille Moss	Online Mentor
Golden Spike	Gregory Steed	ALC Para

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UHSAA 150 MILE Contest Approval Form

All practice games over 150 miles one way in any sport must be approved by the local board of education. This form must be completed and attached with the eligibility list of that particular sport and include data for each trip.

School Box Elder High **Sport** Girls Basketball female [X] male [ ]

Date of contest	Number miles (one way)	Destination	Level of play (var., j.v., soph. fresh.)
June 22-25 2026	350	Utah Tech University	Var., soph, fresh

Signature of Superintendent

5-14-26
Date

Please duplicate this form for use in each sport

Travel Approval 2026: St. George Team Camp June 22-25

Players will be paying to stay in dorms provided by Utah Tech. Food will also be provided by Utah Tech. Games and activities are scheduled Monday through Thursday. Transportation will most likely be school suburbans and parent volunteers. This is an awesome opportunity for team chemistry, and get lots of minutes on the court vs a variety of opponents that will increase individual and team skill.
Player List:

Utah Tech: June 22-25 8 player minimum

Fresh/Soph:	JV:	Varsity:
McKenzi	Neveah	Ava
Addison	Kylie	Cora
Lucy	Lindy	Grace
Cat	Lily	Coco
Ashlyn	Sammie	Brooklyn N
Annie	Danielle	Kenley
	Tenley	Brooklyn J
		Rayden

Suggestions for Future Board Meetings

Work Session	Board Meeting	Assigned
July 8, 2026 *(tentative)*		
AI Information, Keith Mecham	Approval of Sex Education Committee	Keith Mecham
	Naming of New Elementary School in Tremonton	
	Bullying Report	Megan Bushnell
	New Driver Education Online Registration	Keith Mecham
August 12, 2026 *(tentative)*		
	Approval of Early Literacy Plan	AshLee Nelson
	Policy Review	
September 9, 2026 *(tentative)*		
	Walmart Grants Presentation	Walmart
	Nucor Grants Presentation	Nucor
	Swearing in of Student Board Member	Neil Stevens
	Early Learning Plan Review	Jamie Kent
	AP and Acadience Results	Jeff Morris
	Policy Review	
October 14, 2026 *(tentative)*		
	Approval of Positive Behavior Plans (PBS)	Megan Bushnell
	Approval of LEA Specific Licenses and LEA Specific Endorsements	Coerina Fife
	October 1 Enrollment Report	Coerina Fife
	Exemption from Compulsory Attendance (Home School)	Steve Carlsen
	Policy Review	
November 11, 2026 *(tentative)*		
Complete MBA	RISE and Utah Aspire Plus Data	Jeff Morris
	Policy Review	
December 9, 2026 *(tentative)*		
Meeting with Legislators	Approval of New Courses	Keith Mecham
	Approval of 2027-28 District Calendar	Coerina Fife
	Audit Report	Neil Stevens
	Monthly Newsletter	Jamie Kent
	RISE and Utah Aspire Plus Data	Jeff Morris
	Policy Review	
January 13, 2027 *(tentative)*		
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	Matt Nelson
	AAPPL Data	Jeff Morris
	Policy Review	
	Elect New Board President and Vice President	Board President
	Policy 1080 Board Committees - Committee Assignments	Board President
	Building and Ground Rental and Supervision Policies	Neil Stevens
	USBA Conference Report	Board Members
February 9, 2027 *(tentative)*		
	Second Public Comment on School Fees	Keith Mecham
	Approval of School Fees	Keith Mecham
	FY2026 Capital Improvement Plan	Corey Thompson
	Legislative Update	Steve Carlsen
	Policy Review	
March 10, 2027 *(tentative)*		
	Negotiations Team Approval	Coerina Fife
	Legislative Update	Steve Carlsen
	Policy Review	
	Board Graduation Assignments	Board President
April 14, 2027 *(tentative)*		

	ESP Recognitions	Coerina Fife
	Approval of Indian Education Formula Grant	Megan Bushnell
	Approval of College and Career Readiness Counseling Program (CCRCP)	Ben Wiley
	Child Nutrition Report	Neil Stevens
	Policy Review	
	TSSA & SLT Previous Year Review	Keith Mecham & Heidi Jo West
	Upcoming Events - graduations, including ILSC graduation	
May 12, 2027 ***(tentative)***		
	Retirement Recognitions	Coerina Fife
	Certificated Employee and Volunteer Recognitions	BEAA
	Approval of 2026-2027 Board Meeting Calendar	Steve Carlsen
	Approval of School Land Trust Plans	Keith Mecham & Heidi Jo West
	Review of Positive Behavior Plans	Megan Bushnell
	ACT Data	Jeff Morris
	School Fees Summary	Keith Mecham
	Policy Review	
June 9, 2027 ***(tentative)***		
AI Information	Budget Hearing	Neil Stevens
	Approval of Budget	Neil Stevens
	Approval of 2026-27 Tax Rates	Neil Stevens
	Approval of Internal and Independent Auditors	Neil Stevens
	Public Comment on K-5 Math Curriculum Adoption	Jamie Kent
	Approval of K-5 Math Curriculum Adoption	Jamie Kent
	Pick-up Contributions for Members of Contributory Retirement System	Neil Stevens
	Tentative Ratification of Negotiated Agreement with BEAA	Coerina Fife
	Tentative Ratification of Negotiated Agreement with BEEA	Coerina Fife
	Tentative Ratification of Negotiated Agreement with BEESPA	Coerina Fife
	Declaration of Open Enrollment Schools	Megan Bushnell
	Approval of TSSA Plans	Keith Mecham & Heidi Jo West
	Policy Review	

BOX ELDER SCHOOL DISTRICT BOARD OF EDUCATION HANDBOOK

REVISED

OCTOBER 9, 2019

BOX ELDER SCHOOL DISTRICT

Box Elder School District
Board of Education Handbook
Table of Contents

Contents

BOARD OF EDUCATION HANDBOOK INTRODUCTION 2
Authority and Responsibilities of the Board 2
Principles of Board Leadership 2
Making School Board Decisions 2
Holding Closed Meetings 4
Collaborative Relationships: Shared Governance 6
Essentials of A Professional Learning Community 6
Authority of Individual Board Members 7
Nominations and Elections for Board Leadership 7
Board Leadership Responsibilities 8
New Board Member Orientation 8
Board of Education Code of Conduct 8
Board Member Commitments and Ethics 9
Disciplining Board Members 11
Policies Governing the Board 11
Guidelines and Parliamentary Motions 12
Simplified Chart of Parliamentary Motions 13
Board Policies Relevant to Board of Education Legal Status, Responsibilities, and Ethics 14
Board Policies Relevant to School Board Meetings 14

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 been 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

fide 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 (s*ee* 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