



BOARD OF EDUCATION
REGULAR SCHOOL BOARD MEETING

Detailed Agenda

Wednesday, August 14, 2024

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

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

A. Work Session - 5:30 p.m.

1. Bond Discussion

B. Administrative - 6:30 p.m.

1. Call to Order

Wade Hyde, Board President

2. Reverence

Nancy Kennedy, Board Member

3. Flag Salute/Pledge of Allegiance

Connie Archibald, Board Vice-President

4. Recognitions

Julie Taylor, Board Member

a. Coach Donald Hawes, BRHS Baseball Coach - NHSBCA Region 7 Coach of the Year

b. BRHS Baseball Team - ABCA Team Academic Excellence Award for the 3rd straight year - one of 3 high schools in the state that were recognized

C. Approval of Agenda - 6:45 p.m.

D. Public Comment - 6:50 p.m.

Those individuals who would like to speak to the Board should read the guidelines and complete the sign-up document located at the door. At the discretion of the Board President, public comment may be permitted at any point during the Board meeting.

E. Action Items - 7:00 p.m.

1. Approval of Bond Resolution

David Roberts, Business Administrator

a. Discuss Meeting Schedule for Bond Public Hearing and Meeting

2. Approval of the Energy Savings Performance Contract with JCI

David Roberts, Business Administrator

3. Approval of Financing with Webster Bank for Building Energy Efficiencies

David Roberts, Business Administrator

4. Approval of Sex Education Curriculum Materials Review Committee

Keith Mecham, Asst. Superintendent of Secondary Teaching & Learning

F. Information Items - 7:25 p.m.

1. AP Results

Jeff Morris - Assessment Director

2. Transportation Routing Software, Cutting Fuel Costs, and Field Trip Issues

Jason Sparks, Transportation Director

3. Monthly Financial Report

David Roberts, Business Administrator

4. Board Committee Reports

G. Policy Review - 7:50 p.m.

1. Policy Changes from Negotiated Agreements (No Action Required - Review Only)

a. Policy 3042 Educational Support Professionals (ESP or Classified) Employee Evaluation

b. Policy 3044 Orderly School Termination for Employees

c. Policy 3200 ESP: General Statement

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d. Policy 3202 ESP: Employment and Placement	106
e. Policy 3208 ESP: Fringe Benefits and Leave of Absence	113
H. <u>Consent Items</u> - 8:15 p.m.	
1. Minutes	125
2. Claims	131
3. Personnel	139
4. Out of State Travel Requests	141
I. <u>Suggestions for Future Board Meetings</u> - 8:20 p.m.	<u>144</u>
J. <u>Board Handbook</u>	<u>147</u>
K. <u>Closed Session to Discuss Sale or Lease of Real Property</u> 8:25 p.m.	
L. <u>Closed Session to Discuss Personnel</u> 8:40 p.m.	
M. <u>Adjournment</u> - 9:20 p.m.	

The next meeting of the Board of Education will be held on Wednesday, September 11, 2024, with a Work Session at 5:30 and a Regular Session at 6:30 p.m., at the Independent Life Skills Center, 960 S Main St, Brigham City, Utah.

Box Elder School District

Recommendation of A Resolution for a General Obligation Bond to be Put On the November 5, 2024 Ballot

August 2024

Recommendation:

A Resolution providing for the holding of a local special bond election in Box Elder School District, Utah for the purpose of submitting to the qualified electors in Box Elder School District the question of the issuance and sale of \$220,000,000 General Obligation Bonds; providing for the holding of a public hearing and the publication of a Notice of Public Hearing; and providing for related matters.

Recommended Motion:

I move that the Board approve the resolution providing for the holding of a special bond election on November 5, 2024 regarding the issuance of up to \$[220,000,000] of General Obligation Bonds and providing for related matters."

Background:

The Board has been in conversations and engaged experts over the last couple years regarding the capital needs and real property of the District. Board has determined that it is advisable to issue school district bonds and desires to (a) hold a local special bond election to submit to the qualified electors of the District the question of whether bonds of the Board for an amount of \$220,000,000 shall be issued, the Board finds and determines that it is advisable to issue school district bonds to address the needs of the Board and the District to construct buildings, acquire land and furnishings and remodel and update existing school property, under the charge of the Board, specifically to:

1. Construct new middle school in the Brigham City vicinity,
2. Construct new middle school in the Tremonton/Garland vicinity,
3. Update grade configuration and move 9th grade to Box Elder High School,
4. Update grade configuration and move 9th grade to Bear River High School,
5. Manage student growth and age of Lakeview elementary by moving to existing Adele Young Intermediate School,
6. Manage student growth and age of NorthPark elementary by moving to existing Alice Harris Intermediate School,
7. Furniture and fixtures to facilitate grade configurations.
8. Install air conditioning in schools without AC.

Policy Implications:

None

Financial Implications:

On an average residential median home value of \$450,000 it will be approximately a \$238 annual increase, on a commercial with an average fair market value \$450,000 it will be approximately \$403.70 increase. For an agricultural 100 acres, depending on type, increase will range from \$0.45 to \$64.77 approximately, for every 100 acres.

A RESOLUTION providing for the holding of a local special bond election in Box Elder School District, Utah for the purpose of submitting to the qualified electors of the District the question of the issuance and sale of \$220,000,000 General Obligation Bonds; providing for the holding of a public hearing and the publication of a Notice of Public Hearing; and providing for related matters.

WHEREAS, there is an immediate and pressing need of raising money for the purpose of constructing buildings, acquiring land and furnishings and remodeling and updating existing school property (the “*Facilities*”) under the charge of the Board of Education (the “*Board*”) of Box Elder School District, Utah (the “*District*”); and, to the extent necessary, for providing moneys for the refunding, at or prior to the maturity thereof, of general obligation bonds of the Board authorized hereunder or heretofore issued and now outstanding;

WHEREAS, Section 11-14-318 of the Local Government Bonding Act, Chapter 14, Title 11 of the Utah Code Annotated 1953, as amended (the “*Utah Code*”) requires that a public hearing be held with respect to the issuance of such bonds for said purposes and that notice of such public hearing be given as provided by law;

WHEREAS, Sections 59-1-1604 and 59-1-1605 of the Transparency of Ballot Propositions Act, Chapter 1, Title 59 of the Utah Code require or provide for (a) preparing and posting arguments and rebuttals in favor of and against a ballot proposition and (b) holding a public meeting for presentation of arguments in favor of and against a ballot proposition;

WHEREAS, [the Board publishes a newsletter or other periodical that will be published prior to the Election Day (as defined below)]; and

WHEREAS, the Board desires to (a) hold a local special bond election to submit to the qualified electors of the District the question of the issuance of such bonds for said purposes, (b) provide for the holding of a public hearing and a public meeting, (c) establish procedures for the submittal of arguments in favor of and against the below described ballot proposition and (d) to direct the publication and posting of a Notice of Public Hearing (the “*Notice of Public Hearing*”) and a Notice of Public Meeting (the “*Notice of Public Meeting*”);

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Box Elder School District, Utah, as follows:

Section 1. In satisfaction of the requirements of Section 53G-4-603 of the Utah Code, the Board hereby finds and determines that it is advisable to issue school district bonds to address the needs of the Board and the District to construct buildings, acquire land and furnishings and remodel and update existing school property, under the charge of the Board, and, to the extent necessary, to provide moneys for the refunding, at or prior to the maturity thereof, of general obligation bonds of the Board authorized hereunder or heretofore issued and now outstanding.

Section 2. In the judgment of the Board, it is advisable that a local special bond election (the “*Local Special Bond Election*”) be called and held in the District on at the same time as the regular general election on Tuesday, November 5, 2024 (the “*Election Day*”), to submit to the qualified electors of the District the question of whether bonds of the Board to the amount of \$220,000,000 shall be issued and sold for the purpose of raising money for constructing buildings, acquiring land and furnishings and remodeling and updating existing school property, under the charge of the Board (collectively, the “*Project*”), and, to the extent necessary, for providing moneys for the refunding, at or prior to the maturity thereof, of general obligation bonds of the Board authorized hereunder or heretofore issued and now outstanding.

Section 3. The question shall be submitted to the qualified electors of the District at a Local Special Bond Election and such Local Special Bond Election is hereby called to be held in the District on the Election Day. The question shall be submitted in substantially the form set out in the form of ballot appearing in Section 4 hereof.

Section 4. The ballots to be used at the Local Special Bond Election shall comply in all respects with the requirements of Sections 11-14-206, Title 20A, Chapter 6, Part 1 and Part 4 of the Utah Code, and shall be in substantially the following form:

**OFFICIAL BALLOT FOR THE
BOARD OF EDUCATION OF
BOX ELDER SCHOOL DISTRICT, UTAH
LOCAL SPECIAL BOND ELECTION**

November 5, 2024

Shall the Board of Education of Box Elder School District, Utah, be authorized to issue general obligation bonds in an amount not to exceed \$220,000,000 and to mature in no more than twenty-one (21) years from the date or dates of issuance of such bonds for the purpose of raising money for constructing buildings, acquiring land and furnishings and remodeling and updating existing school property, under the charge of the Board, and, to the extent necessary, for providing moneys for the refunding, at or prior to the maturity thereof, of general obligation bonds of the Board authorized hereunder or heretofore issued and now outstanding?

PROPERTY TAX COST OF BONDS

If the bonds are issued as planned, without regard to the taxes currently levied to pay outstanding bonds that will decrease over time, an annual property tax to pay debt service on the proposed bonds will be required over a period of 20 years in the estimated amount of \$347.67 per year on a primary residence with the District average value of \$450,000 and in the estimated amount of \$632.13 per year on a business or secondary residence having the same value, which is equal to \$28.97 per month on the primary residence and \$52.68 per month on a business or secondary residence.

The Board currently levies property taxes to pay debt service on other outstanding general obligation bonds that have been issued to finance voter approved projects. The incremental property taxes would decrease upon the repayment of the currently outstanding bonds, but the decrease will not occur if the proposed bonds are issued. Taking into account the repayment of the outstanding bonds, the Board expects that the issuance of the proposed bonds, in the manner currently expected, will result in an estimated tax increase in the amount of approximately \$238.27 per year on a primary residence with the District average value of \$450,000 and of approximately \$433.23 per year on a business or secondary residence having the same value, which is equal to \$19.86 per month on the primary residence and \$36.10 per month on a business or secondary residence.

The foregoing is only an estimate and is not a limit on the amount of taxes that the governing body may be required to levy in order to pay debt service on the bonds. The governing body is obligated to levy taxes to the extent provided by law in order to pay the bonds.

To vote in favor of the above bond issue, select the box immediately adjacent to the words “FOR THE ISSUANCE OF BONDS.” To vote against the bond issue, select the box immediately adjacent to the words “AGAINST THE ISSUANCE OF BONDS.”

FOR THE ISSUANCE OF BONDS

AGAINST THE ISSUANCE OF BONDS

Section 5. In satisfaction of the requirements of Section 11-14-318 of the Code, a public hearing shall be held by the Board on September 11, 2024, at 6:30 p.m., at the regular meeting place of the Board, located in the ILSC Building at 960 South Main, Brigham City, Utah, with respect to the issuance by the Board of general obligation bonds, if approved by eligible voters at the Local Special Bond Election, for the purposes set forth in Section 1 and the potential economic impact the Project will have on the private sector.

Section 6. The Business Administrator shall cause the “Notice of Public Hearing,” in substantially the form attached hereto as *Exhibit I*, to be published as a class A notice under Section 63G-30-102 of the Code by (a) publishing a copy of such Notice on (i) the Utah Public Notice Website, (ii) the District’s Webpage and (iii) the Utah Legal Notices website (www.utahlegals.com) described in Section 45-1-101 of the Utah Code by publishing such Notice one time in the *Box Elder News Journal*, a newspaper of general circulation in the District; and (b) posting such Notice in a public location that is reasonably likely to be seen by the residents of the District, in each case, no less than 14 days before the date set for the public hearing.

Section 7. After the adoption of this Resolution and at least 75 days before the Local Special Bond Election, a certified copy hereof, which includes the ballot title and the ballot proposition, shall be furnished on behalf of the Board by Chapman and Cutler LLP, as bond counsel, to the Lieutenant Governor of the State of Utah and to the Business Administrator, as election officer, and the County Clerk of Box Elder County, as provider election officer (collectively, the “*Election Officer*”).

Section 8. (a) In satisfaction of and in compliance with the requirements of Section 59-1-1604 of the Utah Code, the President of the Board (the “*President*”), or his designee, on behalf of the Board, shall prepare and submit to the Business Administrator an argument in favor of the ballot proposition and the rebuttal to the argument against the ballot proposition, if necessary.

(b) To facilitate compliance with the requirements of Section 59-1-1604 of the Utah Code, the argument in favor of the ballot proposition prepared by the President or his designee, and any argument in favor of the ballot proposed by an eligible voter of the District, the designated argument against the ballot proposition prepared by an eligible voter of the District, and any rebuttals thereto submitted by the respective drafters of the arguments in favor of and against the ballot proposition shall be submitted in accordance with the following schedule:

(i) the argument in favor of the ballot proposition prepared by the President or the President’s designee shall be submitted to the Business Administrator no later than 5:00 p.m. MDT on September 6, 2024;

(ii) eligible voters wishing to submit an argument in favor of or an argument against the ballot proposition shall file a request with the Business Administrator no later than 5:00 p.m. MDT on September 2, 2024; if two or more eligible voters wish to submit an argument in favor of or against the ballot proposition the Business Administrator will designate one of the eligible voters to submit the argument by 5:00 MDT on September 3,

2024; any argument designated to be prepared by an eligible voter may be revised and resubmitted to the Business Administrator no later than 5:00 p.m. MDT on September 6, 2024; and

(iii) any rebuttal arguments shall be submitted to the Business Administrator no later than 5:00 p.m. MDT on September 23, 2024.

All arguments and rebuttal arguments shall comply with the provisions of Section 59-1-1604 of the Utah Code.

(c) In accordance with the requirements of Section 59-1-1605 of the Utah Code, a public meeting shall be held by the Board during the Board meeting that begins at 6:30 p.m., on October 9, 2024, at the regular meeting place of the Board, located in the ILSC Building at 960 South Main, Brigham City, Utah, for the presentation of the arguments in favor of and against the ballot proposition.

(d) As provided in Section 59-1-1604 of the Utah Code, the Business Administrator, on behalf of the Board, shall cause the Notice of Public Meeting, including the date, time and place of the public meeting, together with the arguments in favor of and against the ballot proposition and the rebuttals thereto, to be posted for 30 consecutive days before the Election Day on (i) the Statewide Electronic Voter Information Website (as of the date of this Resolution, vote.utah.gov) and (ii) a prominent place on the District's website (as of the date of this Resolution, ccsdut.org). [The Board shall also include in its newsletter published before the Election Date the arguments in favor of and against the ballot proposition and the rebuttals thereto.]

Section 9. The officers and employees of the Board are authorized to take such action as they may deem necessary in order to assure that the Local Special Bond Election does not violate any applicable state or federal law, including laws regarding the use of the electronic voting devices.

Section 10. All acts and resolutions in conflict with this Resolution or any part thereof are hereby repealed.

Section 11. It is hereby declared that all parts of this Resolution are severable, and if any section, clause or provision of this Resolution shall, for any reason, be held to be invalid and unenforceable, the invalidity or unenforceability of any such section, clause or provision shall not affect the remaining sections, clauses or provisions of this Resolution.

Section 12. Immediately after its adoption by at least two-thirds majority of the members of the Board, this Resolution shall be signed by the President or the Vice President and the Business Administrator, shall be sealed with the seal of the Board and shall be recorded in a book kept for that purpose and shall take immediate effect.

(Signature page follows.)

ADOPTED AND APPROVED this day, August 14, 2024.

BOARD OF EDUCATION OF BOX ELDER SCHOOL
DISTRICT, UTAH

By _____
President

[SEAL]

ATTEST AND COUNTERSIGN:

By _____
Business Administrator

BOARD VOTE AS RECORDED:

President	Wade Hyde	_____
Vice President	Connie Archibald	_____
Board Member	Karen Cronin	_____
Board Member	Nancy Kennedy	_____
Board Member	Bryan Smith	_____
Board Member	Tiffani Summers	_____
Board Member	Julie Taylor	_____
Board Member	Danielle Wright	_____

EXHIBIT 1

NOTICE OF PUBLIC HEARING

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH

PUBLIC NOTICE IS HEREBY GIVEN that on Wednesday, August 14, 2024, the Board of Education (the “*Board*”) of Box Elder School District, Utah (the “*District*”) adopted a resolution (the “*Resolution*”), providing for a local special bond election to be held in the District on Tuesday, November 5, 2024, for the purpose of submitting to the qualified electors of the District the question of the issuance of general obligation bonds in an amount not to exceed \$220,000,000 (the “*Local Special Bond Election*”) and calling a public hearing to receive input from the public with respect to the issuance of general obligation bonds and the potential economic impact that the improvement, facility, or property for which the bonds pay all or part of the cost will have on the private sector, pursuant to the Section 11-14-318 of the Utah Code Annotated 1953, as amended.

PURPOSE FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS

If approved by eligible voters at the Local Special Bond Election, the Board intends to issue general obligation bonds for the purpose of raising money for constructing buildings, acquiring land and furnishings and remodeling and updating existing school property under the charge of the Board, and, to the extent necessary, for providing moneys for the refunding, at or prior to the maturity thereof, of general obligation bonds of the Board.

MAXIMUM PRINCIPAL AMOUNT OF THE GENERAL OBLIGATION BONDS

If approved by eligible voters at the Local Special Bond Election, the Board intends to issue general obligation bonds in an amount not to exceed \$220,000,000, in one or more series at one or more times.

THE TAXES, IF ANY, PROPOSED TO BE PLEDGED

The Board proposes to pledge the full faith and credit of the District for the payment of its general obligation bonds and may be obligated to levy and collect ad valorem taxes sufficient to pay the general obligation bonds, as provided by law.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Board will hold a public hearing during its meeting that begins at 6:30 p.m. on September 11, 2024. The public hearing will be held at the regular meeting place of the Board, located in the ILSC Building at 960 South Main, Brigham City, Utah. All members of the public are invited to attend and participate in the public hearing. Prior to the public hearing, written comments may be submitted to the Board, to the attention of the Business Administrator, at 960 South Main, Brigham City, Utah 84302.

DATED this 14th day of August, 2024.

Board of Education of Box Elder School
District, Utah

By _____
Business Administrator

[SEAL]

Box Elder School District

Energy Savings Performance Contract Recommendation

July 2024

Recommendation

Under both the State of Utah legislation 63A-5-701 and the State Procurement Contract MA4261 the school board approves entering into an agreement with Johnson Controls for a \$3,693,073 million Guaranteed Energy Saving Performance Contract (GESPC) and create a funding plan along with a future Tax-Exempt Lease Purchase agreement which allows utility savings to pay for the capital project costs. Funds will be used to retrofit LED lighting, improve water conservation, building envelope weatherization upgrades, replace / upgrade building automation at (2) school sites and plug load management.

Recommended Board Action: Motion

I move that the Board accept the Guaranteed Energy Savings Performance Agreement with JCI and create a funding plan for a future Tax-Exempt Lease Purchase agreement for Box Elder School District

Background

This will be a guarantee performance contract that will be a guarantee saving equal to or exceed the costs to implement improvements in efficiencies and to the environment of our facilities. The project development costs already approved in the October 2023 board meeting for \$195,381 was in preparation for this energy savings project agreement. Excess savings are retained by the School District. No upfront capital required, redirects dollars in our existing budget to capital improvements versus energy costs. Schools should see a significant change in the lighting, heating/cooling and efficiencies of operations that should be noticeable by students and staff.

Policy Implications:

None

Financial Implications:

Funding mechanism to pay for the costs of upgrades and paid over a 20-year lease. No new revenue needs to be generated as it is a redirect of funds from one category to a different category.

Staff Implications:

None



Box Elder School District Energy Savings Infrastructure Renewal Project

July 10, 2024

Provided by:

Scott Rees, Sr. Account Executive
Phone: (916) 934-9620
Email: Scott.B.Rees@jci.com



Executive Summary

Johnson Controls was selected by the Administration to collaborate with the District Staff and propose a solution that would benefit the District's physical learning environment by improving the reading light levels, classroom comfort levels, and maintenance staff response time to HVAC/comfort concerns through a \$3,693,073.00 Self-Funded Guaranteed program.

Program Highlights

The program highlights include:

- Eliminate obsolete control technology that challenges maintenance staff to properly ensure classroom temperatures
- Improve the energy efficiency of the District by 16.3%,
- Produce \$198,890.00 in first-year energy savings with another \$107,934.00 in construction savings during the ten months construction with another anticipated \$ 21,453.00 in local utility incentives and rebates that fund this program,
- Address many deferred maintenance items allowing the staff to have a manageable workload.

Together we have been on a mission to identify four different critical issues facing the District.

- The first and most important issue was to identify the best approach to replace the old and obsolete INET controllers that controls the heating and ventilation at (2) of your school sites.
- Help Identify any other facility infrastructure improvements that could help the District be more efficient.
- Provide self-funding program complete with financing and other options that would be able to pay for the recommended facility improvements.
- Improve the learning environment in the most efficient manner.

Proposed Facility Improvement Measures

We are pleased to share with you that we believe that we have been able to address all four of the concerns noted above in our proposal. This would include the following Facility Improvement Measures in our self-funded project:

- Lighting Retrofits Interior LED
- Replace / Upgrade Building Automation Systems
- Building Envelope Weatherization Upgrades
- Water Conservation (sinks, urinals only)
- Plug Load Management



Project Schedule

M	Mobilization	Engineering	P	Procurement	I	Installation	C	Close Out			
		Aug '24	Sept '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Mar '25	Feb '25	Apr '25
FIM#	FIMDescription	1	2	3	4	5	6	7	8	9	10
1	Controls	M	E	P	P	I	I	I	I	C	C
2	Water Conservation	M	P	P	I	I	I	C			
3	Lighting	M	E	P	P	I	I	I	I	C	C
4	Building Envelope	M	P	I	I	I	I	C			
5	Plug Load	M	P	P	I	I	C	C			



Project Cash Flow

Johnson Controls Example Cash Flow for Box Elder SD, UT

Total Financed Amount	\$3,497,692.00	Non-Guaranteed Construction Period Savings	\$107,934.00
Interest Rate	4.47%	Installation Months	10
Term	19	PDA Down Payment \$	195,381.00
Total Excess Cash Flow	\$351,711.98		

Sample Business Case Analysis

	Measured Utility Savings	Non-measured Savings	IRA	Gross Savings	M&V	Debt Service Payments	Total Annual Costs	Customer Excess Cash Flow
Install								
1	\$198,890	\$32,506	\$0	\$231,397	\$23,856	\$315,475	\$339,331	\$0
2	\$206,846	\$11,496	\$0	\$218,342	\$24,571	\$193,770	\$218,342	\$0
3	\$215,120	\$11,955	\$0	\$227,075	\$25,308	\$201,767	\$227,075	\$0
4	\$223,725	\$12,434	\$0	\$236,158	\$0	\$236,158	\$236,158	\$0
5	\$232,674	\$12,931	\$0	\$245,605	\$0	\$245,605	\$245,605	\$0
6	\$241,981	\$13,448	\$0	\$255,429	\$0	\$255,429	\$255,429	\$0
7	\$251,660	\$13,986	\$0	\$265,646	\$0	\$265,646	\$265,646	\$0
8	\$261,726	\$14,546	\$0	\$276,272	\$0	\$276,272	\$276,272	\$0
9	\$272,195	\$15,127	\$0	\$287,323	\$0	\$287,323	\$287,323	\$0
10	\$283,083	\$15,732	\$0	\$298,816	\$0	\$298,816	\$298,816	\$0
11	\$294,406	\$16,362	\$0	\$310,768	\$0	\$310,768	\$310,768	\$0
12	\$288,742	\$17,016	\$0	\$305,758	\$0	\$305,758	\$305,758	\$0
13	\$300,292	\$17,697	\$0	\$317,989	\$0	\$317,989	\$317,989	\$0
14	\$312,303	\$18,405	\$0	\$330,708	\$0	\$330,708	\$330,708	\$0
15	\$324,796	\$19,141	\$0	\$343,936	\$0	\$343,936	\$343,936	\$0
16	\$337,787	\$19,907	\$0	\$357,694	\$0	\$357,694	\$357,694	\$0
17	\$351,299	\$20,703	\$0	\$372,002	\$0	\$372,002	\$372,002	\$0
18	\$365,351	\$21,531	\$0	\$386,882	\$0	\$386,882	\$386,882	\$0
19	\$379,965	\$22,392	\$0	\$402,357	\$0	\$50,645	\$50,645	\$351,712
	\$5,342,841	\$327,314	\$0	\$5,670,155	\$73,735	\$5,352,642	\$5,426,377	\$351,712

Notes:

Box Elder School District

Recommendation for Equipment Lease Purchase Agreement

August 2024

Recommendation:

This allows the District to enter into a contract with Johnson Controls Incorporated (JCI) and to work with Webster Bank of New York to finalize the funding contract and provide the financial mechanism to complete the District's Energy Savings Renewal Project.

Recommended Motion:

I move that the Board authorize the execution and delivery of an Equipment Lease/Purchase Agreement and a Performance contract to acquire, finance and lease certain equipment and providing for related matters, with Webster Bank providing the financing, and adopt an Authorizing Resolution to that same end.

Background:

For several months, our District has been working with Johnson Controls Incorporated (JCI) on a substantial Energy Savings Renewal Project. \$3.4 million of much-needed capital upgrades that will take place over a 1-year period. Almost every school, with an anticipated additional capital life, will be positively impacted. Following are key components of the upgrades:

1. Lighting retrofits interior / exterior LED
2. Replace / Upgrade building automation systems
3. Building Envelope Weatherization Upgrades
4. Water Conservation and Utility Bill Correction
5. Replace/Upgrade Building Transformers

JCI is on state contract and has successfully implemented similar projects in other districts. Funding for the project is being acquired through an equipment lease. Working with JCI and Zions Bank, a competitive bid has been completed and various financial institutions submitted proposals. Webster Bank was the winning bid at 4.47% interest rate. We are set to close with them this month. Along the way, our attorney's Heidi Alder and Alex Buxton at Zions, have been helping us with the needed contract review and amendments.

With or without this funding, all of the proposed projects would at some point in time need to be completed. Without this funding, costs for these needed projects would take away from other needs. Because of the energy savings with these projects, there is no cost to the district.

Policy Implications:

None

Financial Implications:

This creates an Equipment Lease Purchase Agreement, that is a 20 year agreement. No additional revenue required and a guarantee savings that will be equal to or exceed the required annual payments.

\$3,497,692

**EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF AUGUST 21, 2024, BETWEEN
WEBSTER BANK, NATIONAL ASSOCIATION, AS LESSOR, AND THE
BOARD OF EDUCATION OF BOX ELDER COUNTY SCHOOL DISTRICT, UTAH, AS LESSEE
CLOSING DATE: AUGUST 21, 2024**

LIST OF CLOSING DOCUMENTS

**Document
Number**

1. Equipment Lease Purchase Agreement, with the following exhibits attached:
Exhibit A: Equipment Schedule.
Exhibit B: Payment Schedule.
2. Escrow Agreement, with the following items attached:
Exhibit A: Form of Certificate of Acceptance and Payment Request.
Exhibit B: Incumbency Certificate regarding Lessee Representatives.
Exhibit C: Lessor Representatives.
Schedule 1: Escrow Agent Fees.
Schedule 2: Investment Authorization Form.
3. Lessee's Closing Certificate, with evidence of authorization from Lessee's governing body attached.
4. Essential Use Certificate.
5. Opinion of Lessee Counsel (validity opinion).
6. IRS Form 8038-G.
7. Performance Contract.
8. Payment and Performance Bonds, together with dual obligee rider naming Lessor as an additional obligee.
9. Insurance Coverage Requirements, together with certificates of insurance.
10. UCC-1 Financing Statement.
11. Lessee's Form W-9.
12. Letter from Webster Bank, National Association to Lessee regarding municipal advisor representation.

#

EQUIPMENT LEASE PURCHASE AGREEMENT

THIS EQUIPMENT LEASE PURCHASE AGREEMENT (the “Agreement”), is dated as of August 21, 2024, between **WEBSTER BANK, NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, as Lessor (“Lessor”), and the **BOARD OF EDUCATION OF BOX ELDER COUNTY SCHOOL DISTRICT, UTAH**, a political subdivision organized and existing under the laws of the State of Utah, as Lessee (“Lessee”), wherein the parties hereby agree as follows:

Section 1. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Agreement**” means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Commencement Date**” is the date when the term of this Agreement and Lessee’s obligation to pay rent commences, which date will be the earlier of (i) the date on which the Equipment is accepted by Lessee in the manner described in **Section 13**, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an escrow agent.

“**Equipment**” means the property described on the Equipment Schedule attached hereto as **Exhibit A**, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto and all insurance and/or proceeds therefrom.

“**Event of Default**” means an Event of Default described in **Section 35**.

“**Lease Term**” means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in **Section 6**.

“**Lessee**” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“**Lessor**” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“**Maximum Lease Term**” means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment Date set forth on the Payment Schedule.

“**Net Proceeds**” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“**Original Term**” means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

“**Payment Schedule**” means the schedule of Rental Payments and Purchase Price set forth on **Exhibit B**.

“**Purchase Price**” means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Equipment.

“**Renewal Terms**” means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee’s fiscal year.

“**Rental Payment Dates**” means the dates set forth on the Payment Schedule on which Rental Payments are due.

“**Rental Payments**” means the basic rental payments payable by Lessee pursuant to **Section 9**.

“**State**” means the State of Utah.

“**Vendor**” means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment, as listed on **Exhibit A**.

Section 2. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term, if any, and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(j) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(k) The Equipment described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(l) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of the execution and delivery of this Agreement, would have caused any portion of this Agreement to be or become an "arbitrage bond" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(o) Lessee has never failed to pay payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of Lessee.

(p) The useful life of the Equipment will not be less than the Maximum Lease Term.

(q) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the related escrow agreement, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(r) Lessee has provided Lessor with audited financial statements for fiscal year ending June 30, 2023. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to pay the Rental Payments due under this Agreement since June 30, 2023.

(s) Lessee shall pay the excess (if any) of the actual costs of acquiring the Equipment under this Agreement over the amount deposited by Lessor in the escrow fund established under the related escrow agreement and interest earnings thereon.

(t) The Equipment is not a replacement, repair, substitution or proceeds of any equipment or personal property subject to a prior lien or security interest of a third party.

(u) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate.

Section 3. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment, together with any costs of entering into this Agreement that are expected to be financed under this Agreement, will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

Section 4. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 5. Lease Term. The Original Term of this Agreement will commence on the Commencement Date and will terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee will be

deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee has terminated this Agreement pursuant to **Section 6** or **Section 31**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Payment Schedule.

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Agreement and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to **Section 8**;
- (b) the exercise by Lessee of the option to purchase the Equipment under the provisions of **Section 31** and payment of the Purchase Price and all amounts payable in connection therewith;
- (c) an Event of Default by Lessee and Lessor's election to terminate this Agreement under **Section 36**; or
- (d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 7. Continuation of Lease Term. Lessee currently intends, subject to the provisions of **Section 8** and **Section 12**, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 8. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

Section 9. Rental Payments. Lessee will pay Rental Payments from all legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule, such payment to be made by wire or other form of electronic payment in accordance with written instructions provided by Lessor or, with Lessor's consent, by such other commercially reasonable method of payment. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its due date.

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 10. Interest Component. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 11. Rental Payments To Be Unconditional. Except as provided in **Section 8**, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances or the failure by Lessor or any other person or entity to perform its obligations under this Agreement or any other agreement, including any performance guaranty of the Vendor.

Section 12. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee, is from year to year and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 13. Delivery, Installation and Acceptance of the Equipment. Lessee will order the Equipment, cause the Equipment to be delivered and installed at the locations specified on **Exhibit A** and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee will immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor a certificate of acceptance and payment request in substantially the form attached to the related escrow agreement, acceptable to Lessor. After it has been installed, the Equipment will not be moved from the locations specified on Exhibit A hereto without Lessor's consent, which consent will not be unreasonably withheld.

Section 14. Enjoyment of Equipment. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 15. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 16. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Section 17. Maintenance of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with the Vendor.

Section 18. Title to the Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to **Section 31** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Upon an Event of Default or nonappropriation under this Agreement, Lessee shall irrevocably designate, make, constitute and appoint Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor. Any such appointment of Lessor described herein shall be limited solely to actions reasonably necessary to vest title to the Equipment in the name of Lessor.

Section 19. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment (as defined herein). Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising the escrow fund, if any, established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 20. Personal Property; No Encumbrances. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in its discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not unreasonably withheld.

Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 22. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall also provide or cause to be provided to Lessor payment and performance bonds from the Vendor, each naming Lessor as an additional obligee and issued by a surety company rated "A" or better by AM Best in an amount equal to or greater than the Equipment. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and an additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 23. Advances. In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

Section 24. Financial Information. Lessee shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs. Lessee shall have an annual audit of the financial condition of Lessee made by an independent certified public accountant promptly following the end of each fiscal year. Such report shall include statements in reasonable detail, certified by such accountant, reflecting Lessee's financial position as of the end of such fiscal year and the results of Lessee's operations and changes in the financial position of its funds for the fiscal year. Lessee shall furnish to Lessor copies of such audit report immediately after it is accepted by Lessee, but not later than 360 days after the end of the fiscal year. If the audit is publicly available on Lessee's website or on the "EMMA" website maintained by the Municipal Securities Rulemaking Board, the requirement to provide the audit to Lessor will be satisfied if Lessee emails a link to the posted item to Lessor within such 360-day period. The electronic audit or link may be sent to the following email address (or such other address as Lessor supplies to Lessee in writing): PublicFinance@WebsterBank.com.

Section 25. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest

and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall be limited to the events described herein that occur during the Lease Term and will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 26. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 27. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will 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, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 31**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 28. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 27**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 31**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Section 9**.

Section 29. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 30. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessee hereby assigns to Lessor during the Lease Term all warranties and representations, express or implied, running from the Vendor to Lessee. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

Section 31. Purchase Option; Prepayment.

(a) Lessee will have the option to purchase the Equipment, in whole but not in part, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

(i) On May 1, 2028, and any Rental Payment Date thereafter, upon payment in full of the Rental Payment then due hereunder plus all other amounts due hereunder plus the then-applicable Purchase Price to Lessor; or

(ii) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due hereunder plus (A) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (B) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months. If a Purchase Price is not listed for such date that Lessee has designated as the purchase date, the Purchase Price for that date shall be calculated as the Rental Payment then due plus 102% of the then outstanding principal balance of this Agreement.

(b) In the event monies remain in the escrow fund established under the related escrow agreement, upon receipt by the escrow agent under such escrow agreement of a duly executed certificate of acceptance and payment request identified as the final such request, the remaining monies in such escrow fund shall, first be applied to all reasonable fees and expenses incurred by such escrow agent, if applicable, in connection with such escrow fund as evidenced by its statement forwarded to Lessor and Lessee; and, second be paid to Lessor, to be applied by Lessor on any Rental Payment Date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in inverse order of Rental Payment Dates, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached hereto will be revised accordingly.

On the final Rental Payment Date, Lessee will be deemed to have exercised its option to purchase the Equipment subject to this Agreement, without requirement for written notice, upon payment in full of the Rental Payments then due hereunder, plus all other amounts due hereunder and not yet paid.

Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor.

Section 32. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to **Section 31** represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

Section 33. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until (a) Lessee has received written notice of the name and address of the assignee and (b) in the event that such assignment is made to a bank or trust company for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a register by which a record of the names and addresses of such holders as of any particular time is kept and agrees, upon request of Lessee, to furnish such information to Lessee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

Section 34. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or

part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

Section 35. Events of Default Defined. Subject to the provisions of **Section 8**, any of the following will be “Events of Default” under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 35(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 36. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee’s expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers’ and attorneys’ fees) provided that the amount of Lessee’s liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee to the end of the then current Original Term or Renewal Term;

(c) Lessor may provide written notice of the occurrence of an Event of Default to the escrow agent under the related escrow agreement, and the escrow agent shall thereupon promptly remit to Lessor the entire balance of the escrow fund established thereunder; and

(d) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

Section 38. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 39. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 40. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 41. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 42. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 43. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 44. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 45. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 46. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 47. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 48. Participation of Agreement from Lessor to Affiliate. Lessor hereby notifies Lessee, and Lessee hereby acknowledges such notification, that simultaneously with the execution and delivery of this Agreement, Lessor will enter into a participation agreement with its affiliate, whereby Lessor will sell to such affiliate a 100% participation interest in this Agreement at par. Lessor will continue to service this Agreement and collect all Rental Payments and payment of the Purchase Price hereunder.

[Signature page follows.]

Section 49. Lessee’s Notice Filings Related to this Agreement for SEC Rule 15c2-12. In connection with Lessee’s compliance with any continuing disclosure undertakings (each, a “Continuing Disclosure Agreement”) entered into by Lessee on and after February 27, 2019, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “Rule”), Lessor acknowledges that Lessee may be required to file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, or its successor (“EMMA”), notice that Lessee has incurred obligations under this Agreement and notice of certain subsequent events reflecting financial difficulties in connection with this Agreement. Lessee agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about Lessor or its affiliates: address and account information of Lessor or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of Lessor or its affiliates, or any account information for any related escrow agreement, unless otherwise required for compliance with the Rule or otherwise required by law. Lessee acknowledges that Lessor is not responsible for Lessee’s compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____
Name: Kevin C. King
Title: Senior Managing Director
Address: 360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance

**BOARD OF EDUCATION OF BOX ELDER COUNTY
SCHOOL DISTRICT, UTAH**

By: _____
Name: David Roberts
Title: Business Administrator
Address: 960 South Main
Brigham City, UT 84302

CERTIFICATION

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the fiscal year of Lessee is from July 1 to June 30.

DATED: August 21, 2024.

By: _____
Name: Wade Hyde
Title: Chairperson of the Board of Education

EXHIBIT A TO EQUIPMENT LEASE PURCHASE AGREEMENT
EQUIPMENT SCHEDULE

Equipment Description:

The Equipment consists of all personal property acquired and installed in connection with the energy savings improvements set forth in the Performance Contract dated as of August 14, 2024, between Lessee and Johnson Controls, Inc., together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof. See also “Scope of Work” attached hereto for a further description of the Equipment. *[Scope of Work from Performance Contract to be attached.]*

Equipment Locations:

The Equipment will be located at the following facilities:

School Name	Address
Bear River High	1450 S Main Street, Garland, UT 84312
Harris Intermediate	515 N 800 West, Tremonton, UT 84337
Young Intermediate	830 Law Drive, Brigham City, UT 84302
Box Elder High - Natatorium	160 S 600 West, Brigham City, UT 84302
Discovery Elementary	820 North 500 West Brigham City, UT 84302
Fielding Elementary	50 W. Main, Fielding, UT 84311
Garland Elementary	450 S 100 W, Garland, UT 84312
McKinley Elementary	120 West 500 South, Tremonton, UT 84337
Brigham Trans. Maint.	1675 N 2000 W. Brigham City, UT 84302
District Office	960 South Main, Brigham City, UT 84302

Vendor:

Johnson Controls, Inc., 2255 South Technology Parkway, Salt Lake City, UT 84119.

This Equipment Schedule shall be deemed to be supplemented and amended by the descriptions of the Equipment included in the Certificate of Acceptance and Payment Requests submitted to Lessor for approval pursuant to the Escrow Agreement dated as of August 21, 2024, among Lessor, Lessee and U.S. Bank National Association, as escrow agent, which descriptions shall be deemed to be incorporated herein.

EXHIBIT B TO EQUIPMENT LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

Principal Amount: \$3,497,692

Interest Rate: 4.47%; 30/360 basis

Commencement Date: August 21, 2024

Rental Payments will be made in accordance with **Section 9** and this Payment Schedule.

<u>Rental Payment Date</u>	<u>Total Rental Payment</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Purchase Price ¹</u>
05/01/2025	\$ 219,132.94	\$ 108,574.19	\$ 110,558.75	N/A
05/01/2026	206,077.95	151,404.86	54,673.09	N/A
05/01/2027	214,810.94	148,960.97	65,849.97	N/A
05/01/2028	223,893.94	146,017.47	77,876.47	\$3,252,508.39
05/01/2029	233,340.95	142,536.40	90,804.55	3,159,887.75
05/01/2030	243,164.94	138,477.43	104,687.51	3,023,174.08
05/01/2031	253,381.94	133,797.90	119,584.04	2,902,394.20
05/01/2032	264,007.94	128,452.50	135,555.44	2,738,102.18
05/01/2033	275,058.94	122,393.17	152,665.77	2,585,436.41
05/01/2034	286,551.95	115,569.01	170,982.94	2,414,453.47
05/01/2035	298,503.94	107,926.07	190,577.87	2,223,875.60
05/01/2036	293,493.95	99,407.24	194,086.71	2,029,788.89
05/01/2037	305,724.94	90,731.56	214,993.38	1,814,795.51
05/01/2038	318,443.94	81,121.36	237,322.58	1,577,472.93
05/01/2039	331,671.94	70,513.04	261,158.90	1,316,314.03
05/01/2040	345,429.95	58,839.24	286,590.71	1,029,723.32
05/01/2041	359,737.94	46,028.63	313,709.31	716,014.01
05/01/2042	374,617.95	32,005.83	342,612.12	373,401.89
05/01/2043	<u>390,092.95</u>	<u>16,691.06</u>	<u>373,401.89</u>	0.00
Totals	<u>\$5,437,139.93</u>	<u>\$1,939,447.93</u>	<u>\$3,497,692.00</u>	

BOARD OF EDUCATION OF BOX ELDER COUNTY
SCHOOL DISTRICT, UTAH

By: _____

Name: David Roberts

Title: Business Administrator

¹ Lessee's option to purchase is subject to provisions of Section 31 of the Agreement.

ESCROW AGREEMENT

LESSOR:

Webster Bank, National Association
360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance

ESCROW AGENT:

U.S. Bank National Association
950 17th Street, 5th Floor
Denver CO 80202
Attention: Global Corporate Trust

LESSEE:

Board of Education of Box Elder County
School District, Utah
960 South Main
Brigham City, UT 84302

THIS ESCROW AGREEMENT (this “Escrow Agreement”) dated August 21, 2024, is entered into by and among Webster Bank, National Association (“Lessor”), the Board of Education of Box Elder County School District, Utah (“Lessee”), and U.S. Bank National Association (the “Escrow Agent”).

Lessor and Lessee have heretofore entered into that certain Equipment Lease Purchase Agreement dated as of August 21, 2024 (the “Agreement”). The Agreement contemplates that certain Equipment described therein (the “Equipment”) is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Agreement.

The Agreement contemplates that Lessor will deposit with the Escrow Agent cash in the amount of \$3,497,692, to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. The Escrow Agent shall establish and maintain the Escrow Fund in the name of Lessee, but subject to Lessor’s security interest therein and other conditions of this Escrow Agreement. Such deposit, together with all interest and additions received with respect thereto (hereinafter, the “Escrow Fund”), is to be applied from time to time to pay certain costs of acquiring the Equipment (a portion of which may be paid in multiple payments and prior to final acceptance of the Equipment by Lessee) and, if requested by Lessee and approved by Lessor, to pay certain costs of entering into the Agreement.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

Section 1. Each of Lessor and Lessee hereby appoint the Escrow Agent, and the Escrow Agent hereby agrees, to serve as escrow agent upon the express terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in escrow for the account and benefit of Lessee and Lessor and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold possession of such cash and negotiable instruments on behalf of Lessor.

Section 2. On such day as determined to the mutual satisfaction of the parties (the “Commencement Date”), Lessor shall deposit with the Escrow Agent cash in the amount of \$3,497,692, to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Escrow Fund by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.

Section 3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

Section 4. Lessee will direct the Escrow Agent in writing to invest the cash comprising the Escrow Fund from time to time in Qualified Investments (as hereinafter defined). Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. No investment shall be made that would cause the Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"). For purposes of this Section, the term "Qualified Investments" means (i) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"); (ii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America; (iii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America; (iii) money market funds, which funds may be funds of the Escrow Agent or its affiliates (including the investment identified on **Schedule 2** hereto), including those for which the Escrow Agent or an affiliate performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise, and which funds are rated "AAAm" or "AAAm G" by Standard & Poor's. Based upon Lessee's prior review of investment alternatives, in the absence of further specific written direction to the contrary, the Escrow Agent is directed to invest and reinvest the Escrow Fund in the investment indicated on **Schedule 2** hereto. The Escrow Agent may conclusively rely upon Lessee's written investment directions as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification to the Escrow Agent that such directed investments constitute Qualified Investments. The Escrow Agent shall have no responsibility with respect to monitoring or determining whether any investment directed by Lessee would cause the Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Code.

Section 5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:

a. From time to time, the Escrow Agent shall pay the Vendor or manufacturer of the Equipment, Lessee or other payee upon receipt of the following: (i) a duly executed Certificate of Acceptance and Payment Request, a form of which is attached as **Exhibit A** (a "Payment Request"), duly executed by a Lessee Representative (defined below) and approved for payment by a Lessor Representative, (ii) the Vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the Equipment described in the Payment Request, (iii) in the event that certain costs of entering into the Agreement are described in the Payment Request, invoice(s), budget(s), closing statement(s) or other additional documentation specifying the amount(s) of such costs, and (iv) any additional documentation required by Lessor prior to Lessor's approval of such Payment Request, which additional documentation shall be identified to the Escrow Agent. Lessor's approval on the Payment Request in each case shall be conclusive evidence that all invoices, budgets, closing statements and any additional documentation requirements have been received by and are acceptable to Lessor for payment purposes. Without limiting the foregoing, Lessor shall not be required to approve any such Payment Request unless and until Lessee shall have provided to the Lessor (i) certificates of insurance evidencing coverage in accordance with Section 22 of the Agreement and satisfactory to Lessor, and (ii) payment and performance bonds naming Lessor and its successors and assigns as an additional obligee and issued by a surety company rated "A" or better by AM Best in form and substance satisfactory to Lessor.

"**Lessee Representative**" shall be a person designated in the Incumbency Certificate attached hereto as **Exhibit B**, or on a subsequent incumbency certificate of Lessee actually received and acknowledged by Lessor and the Escrow Agent.

"**Lessor Representative**" shall be a person designated in the Certificate of Authorized Lessor Representatives" attached hereto as **Exhibit C**.

b. Upon receipt of a Payment Request for payment of funds from the Escrow Fund, Lessor and the Escrow Agent may, but are not required to seek confirmation of such instructions by telephone call-back to any Lessee Representative, and Lessor and the Escrow Agent may rely upon the confirmations of anyone purporting to be such Lessee Representative. Notwithstanding the foregoing, Lessee agrees that neither the Escrow Agent nor Lessor shall have a duty to seek such confirmation, and shall have no liability for disbursement in accordance with the instructions contained in any Payment Request submitted with signature of a Lessee Representative. Lessor and Lessee hereby confirm that any call-back performed by the Escrow Agent to verify a disbursement instruction pursuant to a Payment Request submitted pursuant to this Section before release shall be made to Lessor only and the Escrow Agent shall have no obligation to call-back Lessee. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Lessor and the Escrow Agent. The parties to this Escrow Agreement acknowledge that such security procedure is commercially reasonable.

c. It is understood that Lessor, the Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying number provided by any party hereto to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank.

d. In the event that Lessor provides to the Escrow Agent and the Escrow Agent actually receives written notice of the occurrence of an Event of Default as defined in the Agreement or a nonappropriation by Lessee under the Agreement, the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the Escrow Fund *after* application of the Escrow Fund to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee.

e. Upon actual receipt by the Escrow Agent of a duly executed Payment Request identified as the final such request, the remaining monies in the Escrow Fund shall, *first* be applied to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee, subject to Section 6 below; and, *second* be paid to Lessor, to be applied by Lessor on any Rental Payment Date to all or a portion of the Rental Payments due and owing in the succeeding twelve (12) months, and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in inverse order of Rental Payment Dates, unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Payment Schedule attached to the Agreement will be revised accordingly as specified by Lessor.

f. Lessor and Lessee agree that the security procedures under this Section 5 are commercially reasonable.

g. In the event that the Escrow Agent makes any payment to any payee pursuant to this Escrow Agreement and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Fund or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, then the party who benefited from the payment to the payee shall repay to the Escrow Agent upon written request the amount so paid to the payee. The Escrow Agent shall not be liable to any party or any other person by reason of such payment.

Section 6. The reasonable fees and expenses of the Escrow Agent incurred in connection herewith shall be the responsibility of Lessee in the amount of \$375 for escrow services as described herein, plus any extraordinary expenses incurred by the Escrow Agent at the request of Lessor or Lessee, as set forth in **Schedule 1**.

Section 7.

a. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and/or Lessor in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence or willful misconduct. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investment decisions made pursuant to Section 4, at the written direction of Lessee. The Escrow Agent shall have only those duties and responsibilities as expressly set forth herein, and no other duty, obligation or covenant, fiduciary or otherwise, shall be implied or enforceable against the Escrow Agent by any person. The Escrow Agent may conclusively rely upon any notice, instruction, request or other instrument, not only as to its execution, validity and effectiveness, but also as to the trust and accuracy of any information contained therein, which the Escrow Agent believes to be genuine and to have been signed or presented by the person purporting to sign the same.

b. Without limiting the effect of Section 7(a) hereof, the Escrow Agent shall have no obligation or liability to any other party hereto (or any person claiming through any of them): (i) to review, examine, enforce, administer or take notice of any agreement, instrument or document other than this Escrow Agreement; (ii) to determine whether any conditions precedent to a disbursement of the Escrow Fund, other than receipt of a duly executed Payment Request, together with accompanying invoices as set forth in Section 5(a) (which invoices the Escrow Agent shall conclusively presume are sufficient if Lessor has signed such Payment Request), have been or will be satisfied or otherwise to investigate any notice received by the Escrow Agent hereunder; (iii) to evaluate or determine the validity or legality of any action or omission of any third party, including any federal or state bank regulator; (iv) to make any payment to the other parties or other payees set forth in written instructions received under Section 5 from any source other than the Escrow Fund, and no such payment shall be made if the amount of the Escrow Fund is inadequate; (v) to communicate with any person other than as expressly provided for in this Escrow Agreement; (vi) for any action or omission of the Escrow Agent taken or made upon the oral or written instructions of the parties hereto; (vii) for any other action or omission of, or for errors in judgment by, the Escrow Agent under or in connection with this Escrow Agreement taken or made in good faith and without gross negligence or willful misconduct; and (viii) for special, incidental, consequential, indirect or punitive damages in any event, even if the Escrow Agent has been advised or was otherwise aware of the likelihood of such loss or damages and regardless of the form of action.

c. If any portion of the Escrow Fund is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of Escrow Fund is stayed or enjoined by any court order, the Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, whether with or without jurisdiction; and if the Escrow Agent relies upon or complies with any such writ, order, decree or process, it will not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated.

Section 8. To the extent permitted by law, Lessee hereby agrees to indemnify and save harmless the Escrow Agent (including its directors, officers, employees, and affiliates) from all losses, liabilities, costs, and expenses, including attorney fees and expenses which may be incurred by it as a result of its acceptance of or arising from the performance of its duties hereunder (including those incurred in connection with successfully defending itself against any claim of gross negligence or willful misconduct and the enforcement of Lessee's obligations hereunder), unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the gross negligence or willful misconduct of the Escrow Agent, and such indemnification shall survive the resignation or removal of the Escrow Agent or the termination of this Escrow Agreement.

Section 9. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, upon 30 days' prior written notice, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

If the other parties are unable to agree upon a successor escrow agent within 30 days after such notice, the other parties hereby agree that either of them acting unilaterally shall apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief and in the event the parties fail to do so, the Escrow Agent may so apply to a court of competent jurisdiction. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid in accordance with Section 6.

Section 10. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for actions taken in reliance upon the opinion of such counsel.

Section 11. In the event of any dispute with respect to the Escrow Fund, the interpretation of this Escrow Agreement or the rights and obligations of the parties hereunder, or to the propriety of any action contemplated by the Escrow Agent hereunder, or if the Escrow Agent in good faith is in doubt as to what action should be taken hereunder, then in any such case the Escrow Agent shall not be obligated to resolve the dispute or disagreement or to make any disbursement of all or any portion of the Escrow Fund, but may commence an action in the nature of an interpleader and seek to deposit such funds with a court of competent jurisdiction, and thereby shall be discharged from any further duty or obligation with respect to the Escrow Fund. The costs of such interpleader action shall be borne by Lessee. In the event Lessee shall fail on demand to reimburse the Escrow Agent for such costs, then Lessee irrevocably authorizes the Escrow Agent to deduct any such amounts from the Escrow Fund without any further notice or demand to any person. The Escrow Agent may, in its sole discretion in lieu of filing such action in interpleader, elect to cease to perform under this Escrow Agreement and to ignore all instructions received in connection herewith until the Escrow Agent has received a written notice of resolution signed by the parties to such dispute or disagreement or an order of a court of competent jurisdiction over the matter directing a disposition of the Escrow Fund.

Section 12. This Escrow Agreement and the Escrow Fund established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(d) or Section 5(e) hereof.

Section 13. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other parties at their respective addresses shown on page 1 of this Escrow Agreement or at such other address as each such party shall from time to time designate in writing to the other parties; and shall be effective on the date of receipt. The Escrow Agent shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction (each, a "Notice") received pursuant to this Escrow Agreement by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not have any duty to confirm that the person sending such Notice is, in fact, the person he or she purports to be. Electronic

signatures believed by the Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to the Escrow Agent) shall be deemed original signatures for all purposes. Each other party to this Escrow Agreement assumes all risks arising out of its use of electronic signatures and electronic methods to send Notices to the Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Escrow Agent may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to the Escrow Agent in lieu of, or in addition to, any such electronic Notice.

Section 14. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee, and any assignment of this Escrow Agreement by Lessor or Lessee shall not be effective until the Escrow Agent has confirmed that such assignee has provided satisfactory information to the Escrow Agent to satisfy the requirements of the USA PATRIOT Act or any other legislation or regulation to which the Escrow Agent is subject. Notwithstanding the foregoing, any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its municipal corporate trust business, shall be the successor to such Escrow Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 15. Except as provided in the next sentence, this Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties. This Escrow Agreement is in addition to any related account applications and other account opening and authorizing documents and/or resolutions on file with Escrow Agent and such documents are hereby incorporated by reference into this Escrow Agreement (the "Account Agreements"). In the event that there are inconsistencies between this Escrow Agreement and any other Account Agreement, the terms of this Escrow Agreement shall control.

Section 16. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder (such costs to be paid as set forth in Section 6) and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants or other skilled persons.

Section 17. This Escrow Agreement may be executed in several counterparts, and each counterpart so executed will be an original. In addition, the parties agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 18. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of Utah (the "State").

Section 19. Lessee represents, warrants and covenants for the benefit of the Escrow Agent as follows:

- a. Lessee is authorized under the constitution and laws of the State to enter into this Escrow Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.
- b. Lessee has been duly authorized to execute and deliver this Escrow Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.
- c. This Escrow Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- d. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department. No part of the Escrow Fund shall be invested at Lessee's discretion in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of the execution and delivery of the Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds"

within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

Section 20. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Escrow Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act or any other legislation or regulation to which it is subject, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

Section 21. Except as otherwise agreed by the Escrow Agent in writing, the Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Fund, if any. Lessor and Lessee shall provide the Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee hereunder. If requested tax documentation is not so provided, the Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations.

Section 22. The Escrow Agent will not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control.

Section 23. Nothing in this Escrow Agreement, express or implied, is intended to or will confer upon any person other than the signatory parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

Section 24. EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ESCROW AGREEMENT.

Section 25. None of the terms or conditions of this Escrow Agreement may be changed, waived, modified, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Escrow Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

LESSOR:

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____

Name: Kevin C. King

Title: Senior Managing Director

LESSEE:

BOARD OF EDUCATION OF BOX ELDER COUNTY SCHOOL DISTRICT, UTAH

By: _____

Name: David Roberts

Title: Business Administrator

ESCROW AGENT:

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name: Kathleen Connelly

Title: Vice President

EXHIBIT A TO ESCROW AGREEMENT

FORM OF CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

U.S. Bank National Association (the “Escrow Agent”), as escrow agent under that certain Escrow Agreement dated August 21, 2024 (the “Escrow Agreement”), by and among Board of Education of Box Elder County School District, Utah (“Lessee”), Webster Bank, National Association (“Lessor”) and the Escrow Agent, is hereby requested to pay from the Escrow Fund (as defined in the Escrow Agreement) established and maintained thereunder, the amount set forth below to the named payee(s). The equipment and costs described below are (i) costs of acquiring and installing part or all of the Equipment listed in the Equipment Schedule to that certain Equipment Lease Purchase Agreement dated as of August 21, 2024 (the “Agreement”), between Lessor and Lessee, or (ii) certain costs of entering into the Agreement. The amount shown is due and payable under (i) a purchase order or contract (or has been paid by and not previously reimbursed to Lessee), or (ii) invoices, budgets, closing statements or any other additional documentation.

DESCRIPTION OF EQUIPMENT OR FINANCING COST	AMOUNT	PAYEE
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Lessee hereby certifies and represents to and agrees with Lessor as follows: (i) the amount to be disbursed is not being paid in advance of the time, if any, fixed for any payment, and does not include any retained percentage entitled to be retained by Lessee at this time; (ii) no amount requested to be disbursed was included in any payment request previously filed with the Escrow Agent for which payment was actually made by the Escrow Agent; (iii) Lessee has made such investigation of such sources of information as are deemed necessary and is of the opinion that the applicable portion of the Equipment and related work has been fully paid for, and no claim or claims exist against the Lessee or the Vendor out of which a lien based on furnishing labor or material exists or might arise; (iv) acquisition and installation of the applicable portion of the Equipment for which payment is being requested has been completed in accordance with the terms and conditions of the related Performance Contract between Lessee and Johnson Controls, Inc. (the “Energy Contract”), and said applicable portion of the Equipment is suitable and sufficient for the expected uses thereof, however, this statement is made without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being; (v) the amount remaining in the Escrow Fund will, after payment of the amount requested, be sufficient to pay the remaining costs of the Equipment; (vi) a present need exists for such Equipment for which payment is being requested, which need is not temporary or expected to diminish in the near future; (vii) such Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee’s authority; (viii) the estimated useful life of such Equipment based upon the manufacturer’s representations and Lessee’s projected needs is not less than the term of lease with respect to such Equipment; (ix) Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes as of the date of this Certificate; (x) such Equipment is covered by insurance in the types and amounts required by the Agreement; (xi) no Event of Default, as such term is defined in the Agreement, or nonappropriation under the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default or nonappropriation under the Agreement, has occurred and is continuing on the date hereof; and (xii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee’s current fiscal year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to pay or cause to be paid, the manufacturer(s)/vendor(s), Lessee or other payee(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) invoice(s) for costs being paid; (b) a current IRS Form W-9 for the payee (unless such IRS Form W-9 has been previously submitted to the Escrow Agent); and (c) lien waivers, if applicable.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE . Lessee paid an invoice prior to the commencement date identified in the Agreement and is requesting reimbursement for such payment. A copy of evidence of such payment, together with a copy of Lessee's Declaration of Official Intent and any other evidence required by Lessor prior to Lessor's approval hereof that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2, is hereby attached. Lessor's approval hereof shall evidence that Lessee has delivered to Lessor such required documentation.

IF REQUEST IS FINAL REQUEST, CHECK HERE . Lessee hereby certifies that (a) all of the Equipment described in the Agreement has been received in good condition and has been installed in accordance with the Energy Contract; (b) such Equipment is accepted "AS-IS, WHERE-IS"; (c) Lessee has inspected the Equipment, and determined that it is in good working order and complies with all purchase orders, contracts and specifications; (d) Lessee has fully and satisfactorily performed all covenants and conditions to be performed by it as of this date under the Agreement with regard to such Equipment; (e) Lessee waives any right to revoke its acceptance; and (f) the Equipment is fully insured in accordance with Section 22 of the Agreement. This certificate is made without prejudice to any rights against third parties which may exist as of the date hereof or which may subsequently come into being.

Date: _____, 20____.

Approved for Payment:

WEBSTER BANK, NATIONAL ASSOCIATION,
as Lessor

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT B TO ESCROW AGREEMENT

**INCUMBENCY CERTIFICATE REGARDING
LESSEE REPRESENTATIVES**

\$3,497,692

**EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF AUGUST 21, 2024, BETWEEN**

**WEBSTER BANK, NATIONAL ASSOCIATION, AS LESSOR, AND THE
BOARD OF EDUCATION OF BOX ELDER COUNTY SCHOOL DISTRICT, UTAH, AS LESSEE**

The undersigned officer of the Board of Education of Box Elder County School District, Utah (“Lessee”) hereby certifies that the persons listed below are each designated as an authorized representative of Lessee (each, a “Lessee Representative”) for the Escrow Agreement dated August 21, 2024 (the “Escrow Agreement”), among Lessee, Webster Bank, National Association (“Lessor”) and U.S. Bank National Association, as escrow agent (the “Escrow Agent”), including but not limited to initiating and approving transactions under the Escrow Agreement and confirming such approvals through call-backs from Lessor and the Escrow Agent relating thereto, all on behalf of Lessee. Each such person is the current holder of the office or title indicated, and the signature set forth opposite the name of each such authorized representative is the true and correct specimen of such person’s signature:

Name/Title/Telephone/Email

Specimen Signature

David Roberts

Name

Signature

Business Administrator

Title

435-734-4800 ext 1524

Telephone #

David.Roberts@besd.net

Email Address

Name/Title/Telephone/Email

Specimen Signature

Wade Hyde

Name

Signature

Chairperson of the Board of Education

Title

(435) 723-1207

Telephone #

Wade.Hyde@besd.net

Email Address

Dated: August 21, 2024.

BOARD OF EDUCATION OF BOX ELDER COUNTY SCHOOL
DISTRICT, UTAH

By: _____

Name: _____

Title: _____

EXHIBIT C TO ESCROW AGREEMENT

LESSOR REPRESENTATIVES

[To Come.]

SCHEDULE 1 TO ESCROW AGREEMENT

ESCROW AGENT FEES

Initial Acceptance Fee, per account/agreement:

\$375

The acceptance fee includes the review and execution of the documents related to the transaction and initial establishment of the accounts. Payable at the closing.

Annual Escrow Agent Fee Per account/agreement:

Waived

The annual administration fee covers the routine duties of the Escrow Agent associated with the administration of the account. Administration fee is payable in advance and not subject to proration.

Legal Fee & Expenses:

We would be utilizing in-house counsel for the review of the governing documents, if required. Should there be substantive changes made to the form of Escrow Agreement initially circulated, then external counsel may be required. External Counsel Fees would be charged at cost. This fee quoted is per transaction, closing or supplement, barring any unforeseen complications or delays with the closing.

Out-of-Pocket Expenses:

AT COST

Includes all related expenses, including but not limited to: travel expenses associated with the closing, counsel fees and their disbursements.

[Remainder of page intentionally left blank]

SCHEDULE 2 TO ESCROW AGREEMENT

INVESTMENT AUTHORIZATION FORM

U.S. BANK MONEY MARKET DEPOSIT ACCOUNT

Description and Terms

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association (“U.S. Bank”) interest-bearing money market deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Group and other corporate trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as agent for its corporate trust customers. U.S. Bank’s Corporate Trust Services Group performs all account deposits and withdrawals. Deposit accounts are FDIC insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

Automatic Authorization

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. The customer(s) confirm that the U.S. Bank Money Market Deposit Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of permissible alternate instructions.

LESSEE'S CLOSING CERTIFICATE

Re: Equipment Lease Purchase Agreement dated as of August 21, 2024, between the Board of Education of Box Elder County School District, Utah, as lessee ("Lessee"), and Webster Bank, National Association, as lessor ("Lessor") (the "Agreement")

We, the undersigned, the duly appointed, qualified and acting Business Administrator and Chairperson of the Board of Education, respectively, of the above-captioned Lessee do hereby certify as follows:

(1) Lessee did, at a meeting of the governing body of Lessee held on August 14, 2024, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Performance Contract with Johnson Controls, Inc. (the "Energy Contract") and the above-referenced Agreement and the related escrow agreement (collectively, the "Transaction Documents") on its behalf by the following named representative of Lessee:

David Roberts
Business Administrator

(2) The above-named representative of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

(3) The meeting of the governing body of Lessee at which the Transaction Documents were approved and authorized to be executed was duly called, regularly convened and attended by the requisite majority of the members thereof or by other appropriate official approval, and the actions approving the Transaction Documents and authorizing the execution thereof have not been altered or rescinded. *Attached hereto is a true and correct copy of the resolution or other documents constituting such official action.*

(4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(5) All insurance required in accordance with the Agreement is currently maintained by Lessee.

(6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term, if any, and to meet its other obligations for the Original Term (as such terms are defined in the Agreement), and such funds have not been expended for other purposes.

(7) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(8) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

(9) The correct billing address for Rental Payments is as follows:

Board of Education of Box Elder County School District, Utah
960 South Main
Brigham City, Utah 84302
Attention: Business Administrator

[Signature page follows.]

Dated: August 21, 2024.

By: _____

Name: David Roberts

Title: Business Administrator

By: _____

Name: Wade Hyde

Title: Chairperson of the Board of Education

**ATTACHMENT TO
LESSEE'S CLOSING CERTIFICATE**

**EVIDENCE OF AUTHORIZATION FROM LESSEE'S GOVERNING BODY
(per Section 3)**

[Please provide signed copy of authorizing resolution.]

ESSENTIAL USE CERTIFICATE

August 21, 2024

Webster Bank, National Association
360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance

Re: Equipment Lease Purchase Agreement dated as of August 21, 2024, between the Board of Education of Box Elder County School District, Utah, as lessee (“Lessee”), and Webster Bank, National Association, as lessor (“Lessor”) (the “Agreement”)

Ladies and Gentlemen:

I, David Roberts, a duly elected, appointed, or designated representative of the Board of Education of Box Elder County School District, Utah (“Lessee”), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Agreement:

1. *What is the specific use of the Equipment?*

2. *What increased capabilities will the Equipment provide?*

3. *Why is the Equipment essential to your ability to deliver governmental services?*

4. *Does the Equipment replace existing equipment?
(If so, please explain why you are replacing the existing equipment)*

5. *Why did you choose this specific Equipment?*

6. *For how many years do you expect to utilize the Equipment?*

7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

Very truly yours,

**BOARD OF EDUCATION OF BOX ELDER COUNTY
SCHOOL DISTRICT, UTAH**

By: _____

Name: David Roberts

Title: Business Administrator

OPINION OF LESSEE COUNSEL – VALIDITY OPINION
[Please furnish on Attorney’s letterhead.]

August 21, 2024

Webster Bank, National Association
360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance

Re: Equipment Lease Purchase Agreement dated as of August 21, 2024, between the Board of Education of Box Elder County School District, Utah, as lessee (“Lessee”), and Webster Bank, National Association, as lessor (“Lessor”) (the “Agreement”)

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) an executed counterpart of the Agreement, which, among other things, provides for the lease by Lessee from Lessor of the Equipment, (b) an executed counterpart of the Escrow Agreement, dated as of August 21, 2024 (the “Escrow Agreement”), among Lessor, Lessee and U.S. Bank National Association, as escrow agent, (c) an executed counterpart of the Performance Contract dated as of August 14, 2024, between Lessee and Johnson Controls, Inc. (the “Vendor Contract,” and together with the Agreement and the Escrow Agreement, the “Lessee Documents”); (d) an executed resolution of Lessee which, among other things, authorizes Lessee to execute the Lessee Documents, and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a political subdivision duly organized and existing under the laws of the State of Utah, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lessee Documents and to perform its obligations thereunder.
3. The Lessee Documents and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lessee Documents are valid and binding obligations of Lessee enforceable in accordance with their respective terms.
4. The authorization, approval and execution of the Lessee Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws, including without limitation **[Note to Counsel: reference applicable Utah energy savings statute]**.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lessee Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
6. The Equipment to be leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.
7. The authorization, execution, delivery and performance of the Lessee Documents by Lessee do not require submission to, approval of, or other action by any governmental authority or agency which action has not been taken and is final and non-appealable.

All capitalized terms herein will have the same meanings as in the Agreement. Lessor, its successors and assigns and any counsel rendering an opinion on the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation are entitled to rely on this opinion.

Very truly yours,

IRS FORM 8038-G QUESTIONNAIRE

[For Completion by Lessee.]

(Lessor Counsel will prepare and file IRS Form 8038-G Post-Closing)

Name of Lessee: Board of Education of Box Elder County School District, Utah
Address of Lessee: 960 South Main, Brigham City, Utah 84302
Contact Person: David Roberts, Business Administrator
Telephone number: 435-734-4800, Extension 1524
Email address: david.roberts@besd.net
Lessee's FEIN: 87-6000480

GENERAL

The Form 8038-G (the form used by political subdivisions to report the issuance of a tax-exempt obligation) asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the Form 8038-G asks the political subdivision to report whether any proceeds will be used to reimburse it for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G upon execution and delivery of the Lease.

At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. Further information is available at <http://www.gilmorebell.com> under the "Resources" header. If you have any questions, please consult your regular bond or legal counsel.

Part 1 – Written Tax Compliance Procedures

Note: If either of these questions is not answered, we will assume the Lessee has not adopted the described procedures.

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the Lease? Among other matters, the written procedures should identify a particular individual within the Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

Yes ___ No ___ If Yes, please attach a copy.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

Yes ___ No ___ If Yes, please attach a copy.

Part 2 – Use of the Equipment

1. **Leases.** Are there or are there expected to be any leases, either short-term or long-term) that provide a Non-Qualified User (i.e., a private company, 501(c)(3) corporation, the federal government or any agency of the federal government) with legal rights to use, benefit from, or otherwise lease any portion of the Equipment?

Yes ___ No ___

If your response is "Yes" to the question above, please include a copy of each lease or use agreement or information about the proposed lease.

2. **Management and Service Agreements.** Are there or are there expected to be any agreements with Non-Qualified Users to provide management functions for the Equipment?

Yes ___ No ___

If your response is “Yes” to the question above, please include a copy of each management or service agreement or information about the proposed agreement.

Part 3 –Bank Qualification

1. **Bank Qualified Issue.** Does the Lessee reasonably expect to issue more than \$10,000,000 of tax-exempt obligations (including the Lease and any tax-exempt lease purchase financings) in this calendar year (excluding private activity bonds that are not qualified 501(c)(3) bonds)?

Yes ___ No ___

Part 4 – Reimbursement of Prior Expenditures

1. As of the funding date, were any of the proceeds of the Lease used to reimburse the Lessee for expenditures paid to acquire the financed assets prior to the funding date of the Lease?

Yes ___ No ___

If your response is “Yes” to the question above, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).

Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.

2. Please attach a copy of the Lessee’s resolution of intent to finance the financed assets, which includes date of adoption.
3. What is the amount of proceeds of the Lease reimbursed to the Lessee? \$_____

Date: August 21, 2024.

BOARD OF EDUCATION OF BOX ELDER COUNTY
SCHOOL DISTRICT, UTAH

By: _____
Name: David Roberts
Title: Business Administrator

PERFORMANCE CONTRACT

[Signed copy of Performance Contract to be provided by Lessee and Vendor prior to Closing Date]

**PAYMENT AND PERFORMANCE BONDS RESPECTING THE EQUIPMENT FROM THE VENDOR,
INCLUDING DUAL OBLIGEE RIDER NAMING THE FOLLOWING PARTY AS ADDITIONAL OBLIGEE:**

Webster Bank, National Association and its successors and assigns
360 Lexington Avenue, 5th Floor
New York, New York 10017
Attention: Public Sector Finance

[To be provided by the Vendor prior to disbursement of funds from Escrow Fund for payment of costs of the Equipment.]

INSURANCE COVERAGE REQUIREMENTS

TO LESSOR: Webster Bank, National Association, ISAOA
(CERTIFICATE HOLDER) 360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance (publicfinance@websterbank.com)

FROM LESSEE: Board of Education of Box Elder County School District, Utah
(INSURED) 960 South Main
Brigham City, Utah 84302

Equipment Lease Purchase Agreement dated as of August 21, 2024 (the "Agreement"), between the undersigned ("Lessee") and Webster Bank, National Association

EQUIPMENT LOCATIONS: See **Schedule 1** attached hereto.

SUBJECT: INSURANCE COVERAGE REQUIREMENTS

Check All Appropriate Boxes:

Third-Party Insurance. In accordance with Section 22 of the Agreement, we have instructed the insurance agent named below to issue the insurance indicated below (please fill in name, address and telephone number of insurance agent):

Casualty insurance on the leased equipment ("Equipment") covered by the Agreement, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause **naming Webster Bank, National Association, and/or its assigns, as additional insured and loss payee.**

Coverage Required: Purchase Price (as defined in the Agreement) of the Equipment

Public liability insurance evidenced by a Certificate of Insurance **naming Webster Bank, National Association, and/or its assigns, as additional insured.**

Minimum Coverage Required:
\$1,000,000.00 per person
\$1,000,000.00 aggregate bodily injury liability
\$100,000.00 property damage liability

Workers' compensation insurance evidenced by a Certificate of Insurance

Coverage Required: In compliance with State law

Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

Self Insurance. Pursuant to Section 22 of the Agreement, we are self-insured for:

All risk, physical damage.

Public liability.

Such self-insurance covers Webster Bank, National Association, and/or its assigns to the same extent that commercial insurance would otherwise be required to do so by the Agreement. We will provide proof of such self-insurance in letter form together with a copy of the statute or other authority authorizing this form of insurance.

LESSEE:
BOARD OF EDUCATION OF BOX ELDER
COUNTY SCHOOL DISTRICT, UTAH

By: _____

Name: David Roberts

Title: Business Administrator

**SCHEDULE 1 TO
INSURANCE COVERAGE REQUIREMENTS**

LIST OF LOCATIONS

School Name	Address
Bear River High	1450 S Main Street, Garland, UT 84312
Harris Intermediate	515 N 800 West, Tremonton, UT 84337
Young Intermediate	830 Law Drive, Brigham City, UT 84302
Box Elder High - Natatorium	160 S 600 West, Brigham City, UT 84302
Discovery Elementary	820 North 500 West Brigham City, UT 84302
Fielding Elementary	50 W. Main, Fielding, UT 84311
Garland Elementary	450 S 100 W, Garland, UT 84312
McKinley Elementary	120 West 500 South, Tremonton, UT 84337
Brigham Trans. Maint.	1675 N 2000 W. Brigham City, UT 84302
District Office	960 South Main, Brigham City, UT 84302

INSURANCE CERTIFICATES (PROPERTY LIABILITY AND WORKERS' COMPENSATION) COMPLYING WITH THE PROVISIONS OF SECTION 22 OF THE AGREEMENT TO BE PROVIDED BY LESSEE, WITH THE FOLLOWING PARTY SHOWN AS LOSS PAYEE AND ADDITIONAL INSURED WITH RESPECT TO PROPERTY INSURANCE, AND SHOWN AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY INSURANCE:

Webster Bank, National Association and its successors and assigns
360 Lexington Avenue, 5th Floor
New York, New York 10017
Attention: Public Sector Finance (publicfinance@websterbank.com)

[To be provided by Lessee prior to disbursement of funds from Escrow Fund for payment of costs of the Equipment.]

UCC-1 FINANCING STATEMENT

[To be prepared and filed by Lessor Counsel]

LESSEE'S FORM W-9

[On file with Lessor.]



Board of Education of Box Elder County School District, Utah
960 South Main
Brigham City, Utah 84302

Re: \$3,497,692 Equipment Lease Purchase Agreement dated as of August 21, 2024, between the Board of Education of Box Elder County School District, Utah, as lessee, and Webster Bank, National Association, as lessor (the "Loan Obligation")

Ladies and Gentlemen:

Thank you for selecting Webster Bank, National Association (the "Lender") as your lender. We are delivering this letter to describe our role in the transaction.

The Lender has not acted and will not act as your agent or serve as your municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934). The Lender has no fiduciary duty to you and intends only to enter into an arm's-length transaction involving extending credit to you through the purchase of the above-referenced Loan Obligation.

Any quote or indication of interest provided to you consists solely of the terms under which the Lender may be willing to enter into a transaction with you for its own account.

Please acknowledge the foregoing by signing where indicated below and returning this letter via e-mail to our counsel, Gilmore & Bell, P.C. In addition, please identify below any registered municipal advisor, financial advisor or placement agent you are working with on this transaction.

Please let us know if you or your counsel would like to further discuss these matters. Thank you again for doing business with us. We look forward to working with you.

Dated as of August 21, 2024.

WEBSTER BANK, NATIONAL ASSOCIATION

- Placement Agent _____
(Name of Firm)
- Financial Advisor/ Registered Municipal Advisor: ZIONS BANK FINANCE
(Name of Firm)
- No Placement Agent/Financial Advisor/Registered Municipal Advisor

Acknowledgement:
BOARD OF EDUCATION OF BOX ELDER
COUNTY SCHOOL DISTRICT, UTAH

By: _____
Name: David Roberts
Title: Business Administrator

Recommendation to approve 2024-2025 BESD Sex Education Curriculum Materials Review Committee

Submitted by: Keith Mecham

Recommendation:

It is recommended that the BESD Board of Education approve the following members to serve on the 2024-2025 BESD Sex Education Curriculum Materials Review Committee per the guidelines of [District Policy 4105](#).

Name	Role	Email
Rachel Lott	Health Services Supervisor	rachel.lott@besd.net
Keith Mecham	Assistant Superintendent	keith.mecham@besd.net
Jeff Morris	Director of Assessment, ELL & Migrant	jeff.morris@besd.net
Vanica Crane	Garland Elementary - Principal	vanica.crane@besd.net
Clark Funk	Box Elder HS - Asst. Principal	clark.funk@besd.net
Chelsy Schneringer	BEHS - Health Teacher	chelsy.schneringer@besd.net
Shamra Nielsen	BRMS - Health Teacher	shamra.nielsen@besd.net
Stephanie Worthy	Parent - BEHS, 3MC	stephanieworthy@live.com
Debbie Lewis	Parent - BRMS, BRHS	joelklewis@hotmail.com
Kristen Nation	Parent - BEMS, BEHS	kristenlewis_2000@yahoo.com
Jenni Owens	Parent - BEHS	owesters7@live.com
Holly Durfee	Parent - BRHS, Harris	dsdhrd@gmail.com
Shaun Norton	Parent - BRHS	shaun_norton@hotmail.com
Allena Pierce	Bear River Health Department	apierce@brhd.org

Highlighted Yellow: New members for the 24-25 year

Recommended Motion:

I move that we approve the following members to serve on the 2024-2025 BESD Sex Education Curriculum Materials Review Committee per the guidelines of [District Policy 4105](#).

Background:

[Per Policy 4105](#)

G. Sex Education Curriculum Materials Review Committee

1. The Board of Education shall approve a District Sex Education Curriculum Materials Review Committee. This committee shall be composed of parents, health professionals, school health educators, and administrators, with at least as many parent members as school employee members. The Board shall approve the membership of the committee by August 1 of each year.
2. The District Sex Education Curriculum Materials Review Committee shall meet on a regular basis as determined by the members of the committee, shall select officers, shall establish procedures for operation, shall designate a chair, and shall comply with the Utah Open and Public Meetings Act. Utah Admin. Rules R277-474-2(1) (October 8, 2019) Utah Admin. Rules R277-474-5(3), (4), (5) (October 8, 2019)

Policy Implications:

Meeting Policy rules with the creation of this committee

Financial Implications:

No additional costs

Staff Implications:

No additional implications



BESD DATA

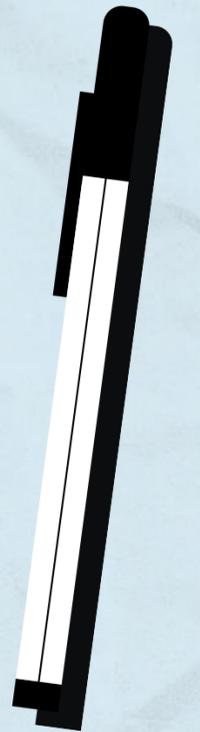
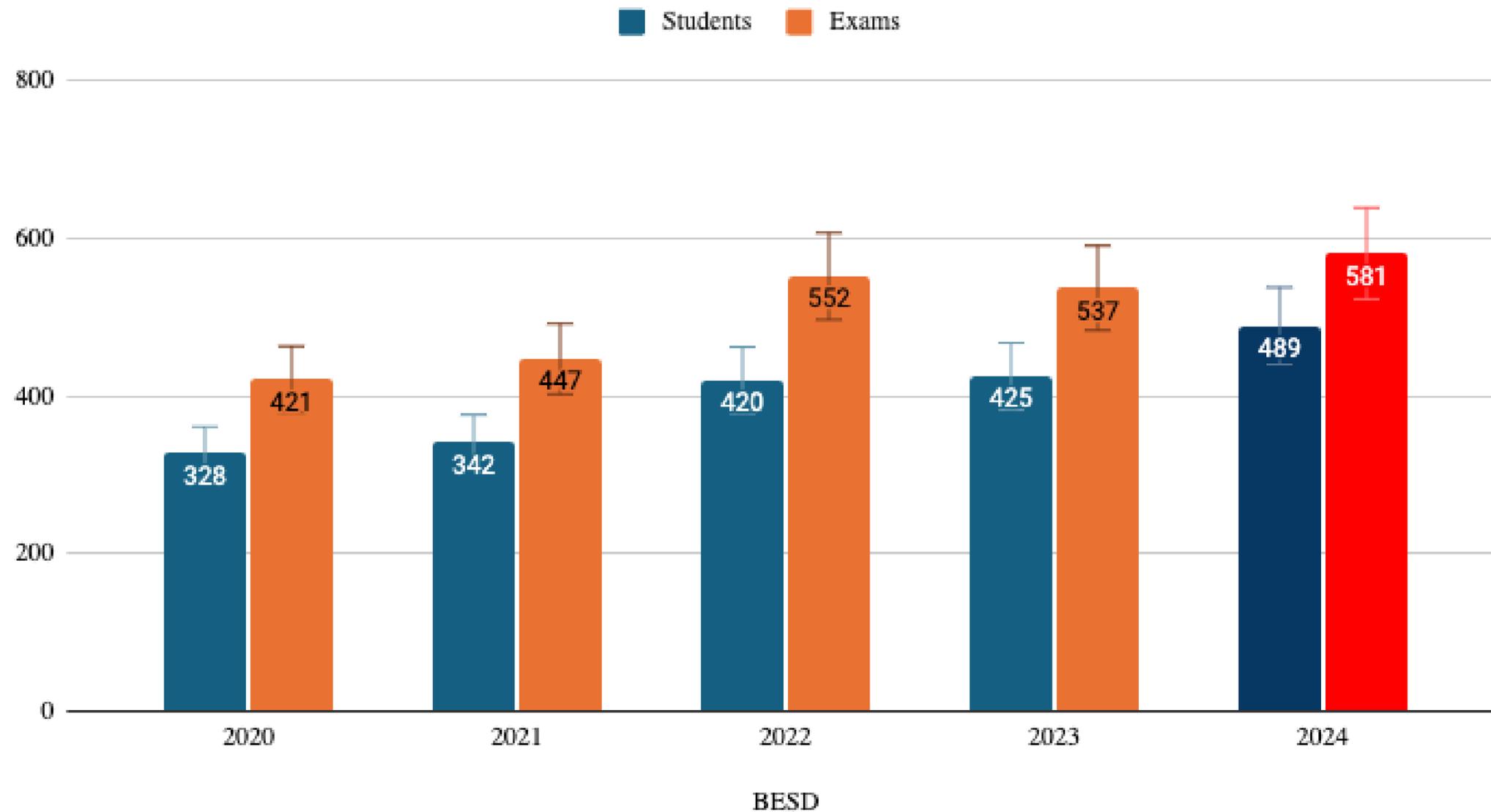
Advanced Placement

2023 - 2024



AP PARTICIPATION OVER TIME

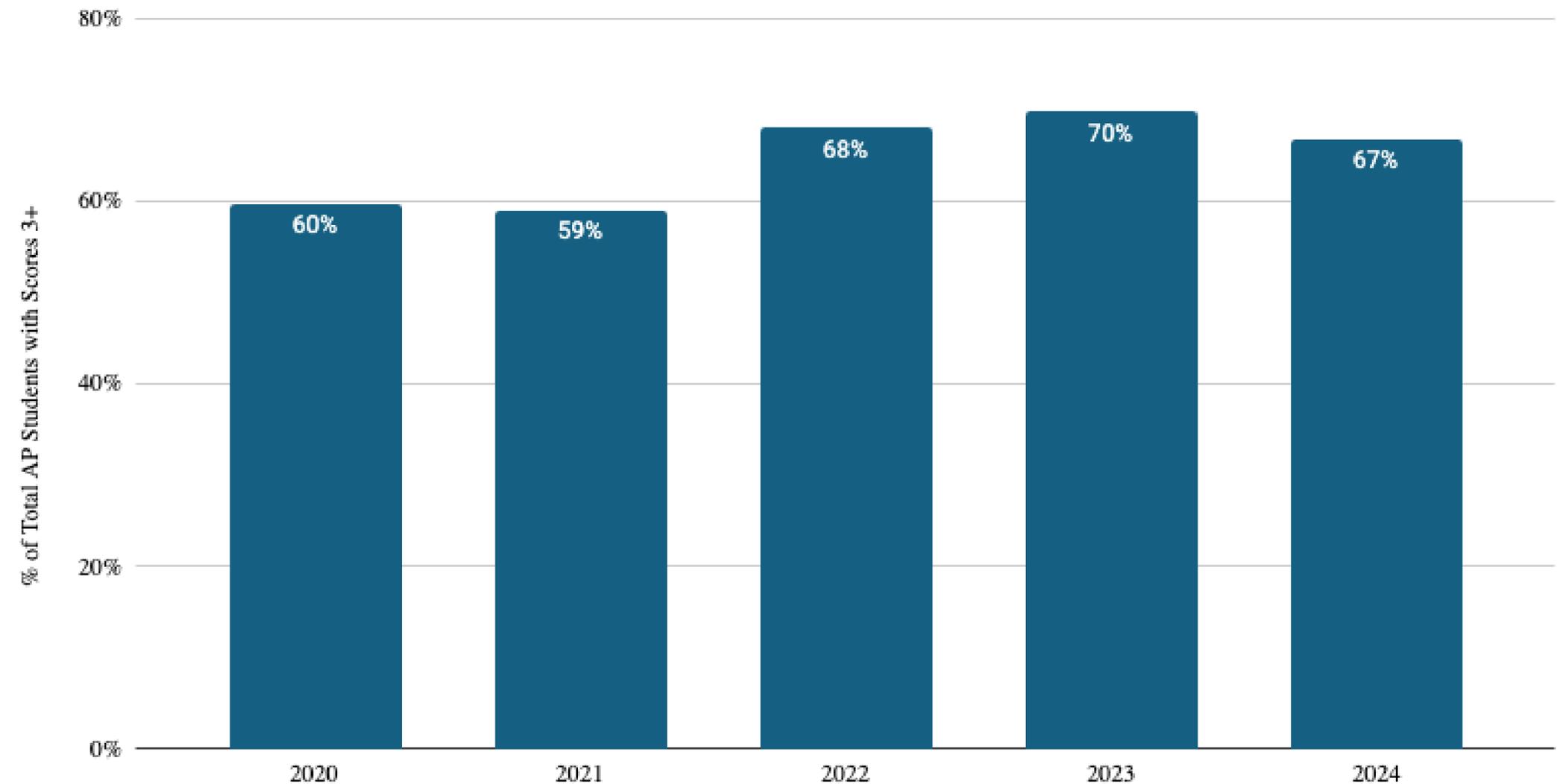
AP Participation



AP % PASSING OVER TIME



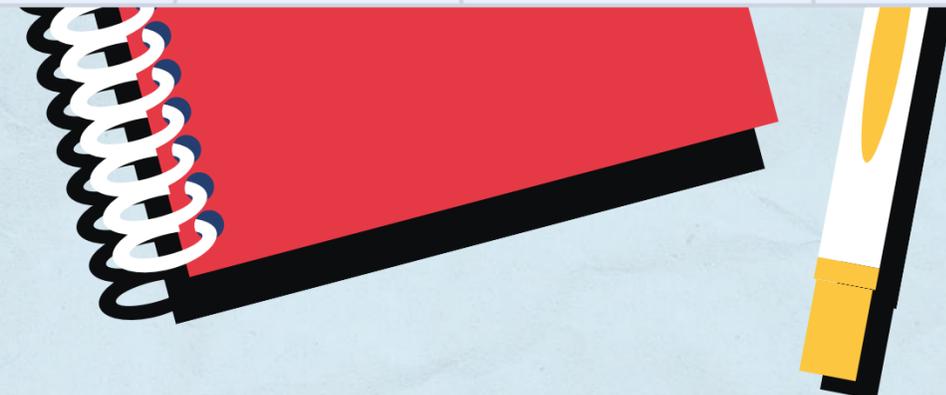
% of Total AP Students with Scores 3+



BESD

AP SCORES BY EXAM

Subject Totals	1	2	3	4	5	3+	
2-D Art and Design			2	1		3	100%
3-D Art and Design			2		1	3	100%
Biology	1	10	13	6	2	21	66%
Calculus AB	9	17	10	8	6	24	48%
Calculus BC	2	12	6	7	3	16	53%
Chemistry	1	9	10	3	1	14	58%
Chinese Language and Culture	10	7	18	3	1	22	56%
Comparative Government and Politics		3	1	3	3	7	70%
Drawing			3			3	100%
English Language and Composition		3	6	7	2	15	83%



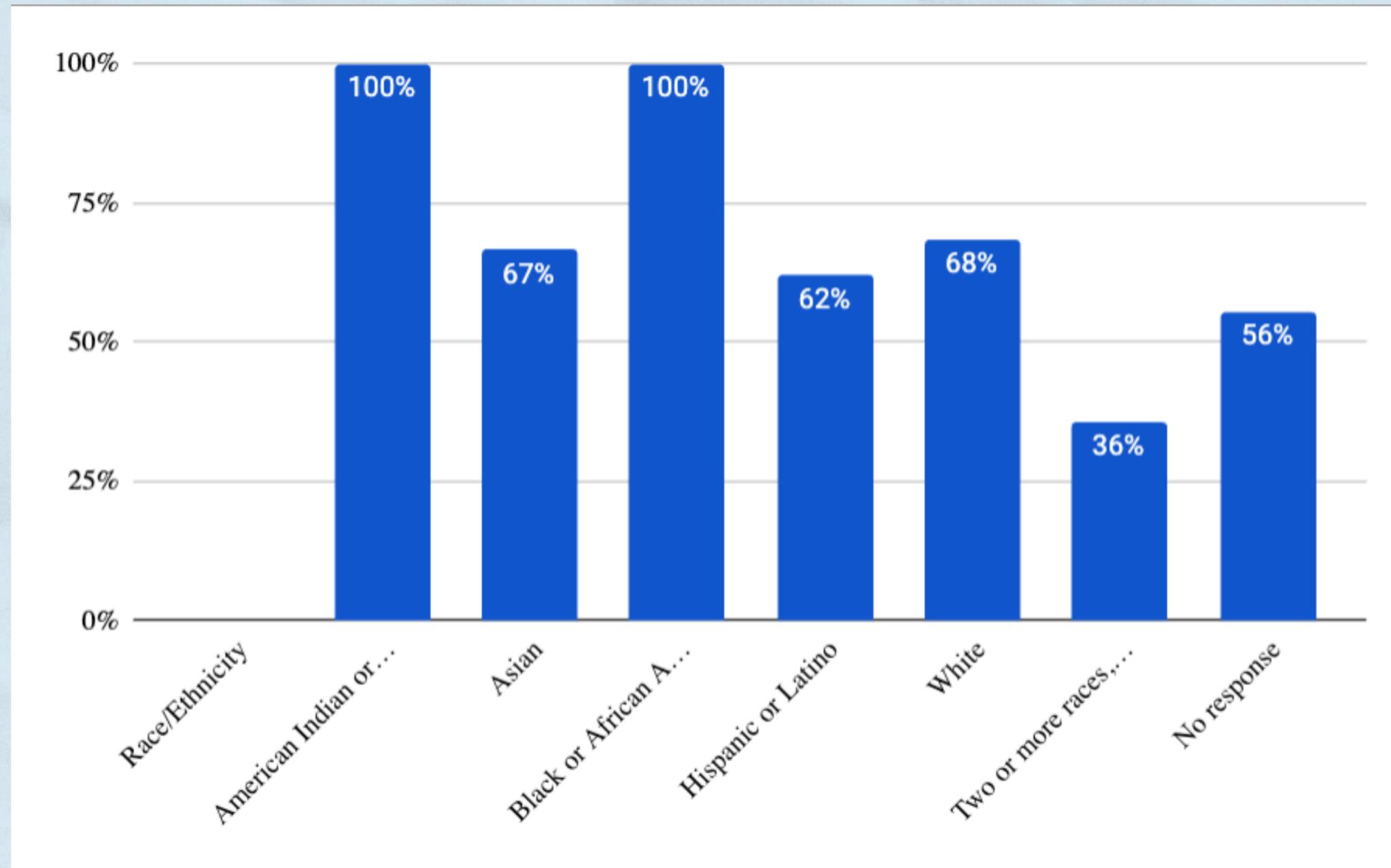
AP SCORES BY EXAM CONTINUED...

Subject Totals	1	2	3	4	5	3+	
English Literature and Composition	4	30	55	37	10	102	75%
Music Theory				1	4	5	100%
Physics C: Mechanics	1	2	3	5		8	73%
Psychology	14	8	8	14	2	24	52%
Spanish Language and Culture		32	31	24	7	62	66%
United States Government and Politics		1		3	4	7	88%
United States History	1	12	23	16	2	41	76%
World History: Modern		3	9	2	1	12	80%

AP SCORES BY RACE/ETHNICITY

Race/Ethnicity	1	2	3	4	5	3+	Pass Rate
American Indian or Alaska Native			3			3	100%
Asian	1	1	1	3		4	67%
Black or African American			1	1		2	100%
Hispanic or Latino	9	10	15	11	5	31	62%
White	29	125	169	124	41	334	68%
Two or more races, non- Hispanic	2	7	4	0	1	5	36%
No response	2	6	7	1	2	10	56%

PASSING RATE BY RACE/ETHNICITY



THANK YOU!

Jeff Morris
Director of Assessment
jeff.morris@besd.net





BESD Transportation Report

School Board August 14, 2024



Key Numbers for Transportation

1,726,789.1 Total miles driven by busses for 2023/24

1,527,390.5 Total miles driven by busses for 2022/23

1,556,709.1 Total miles driven by busses eligible for State reimbursement 2023/24

1,358,745.8 Total miles driven by busses eligible for State reimbursement 2022/23

State Reimbursement 85% and LEA is 15%



Key Numbers for Transportation

9,811.3 Miles driven per day by Busses

194 Elementary Field Trips (168; 2023)

12,632 Elementary Students traveled on a bus for a Field Trip

671 Athletic Trips (716; 2023)

20,940 Student Athletes traveled on a school bus

133 hr 137 da... 35 days X

Add destination

Options

Send directions to your phone

via I-5 S 133 hr 9,089 miles

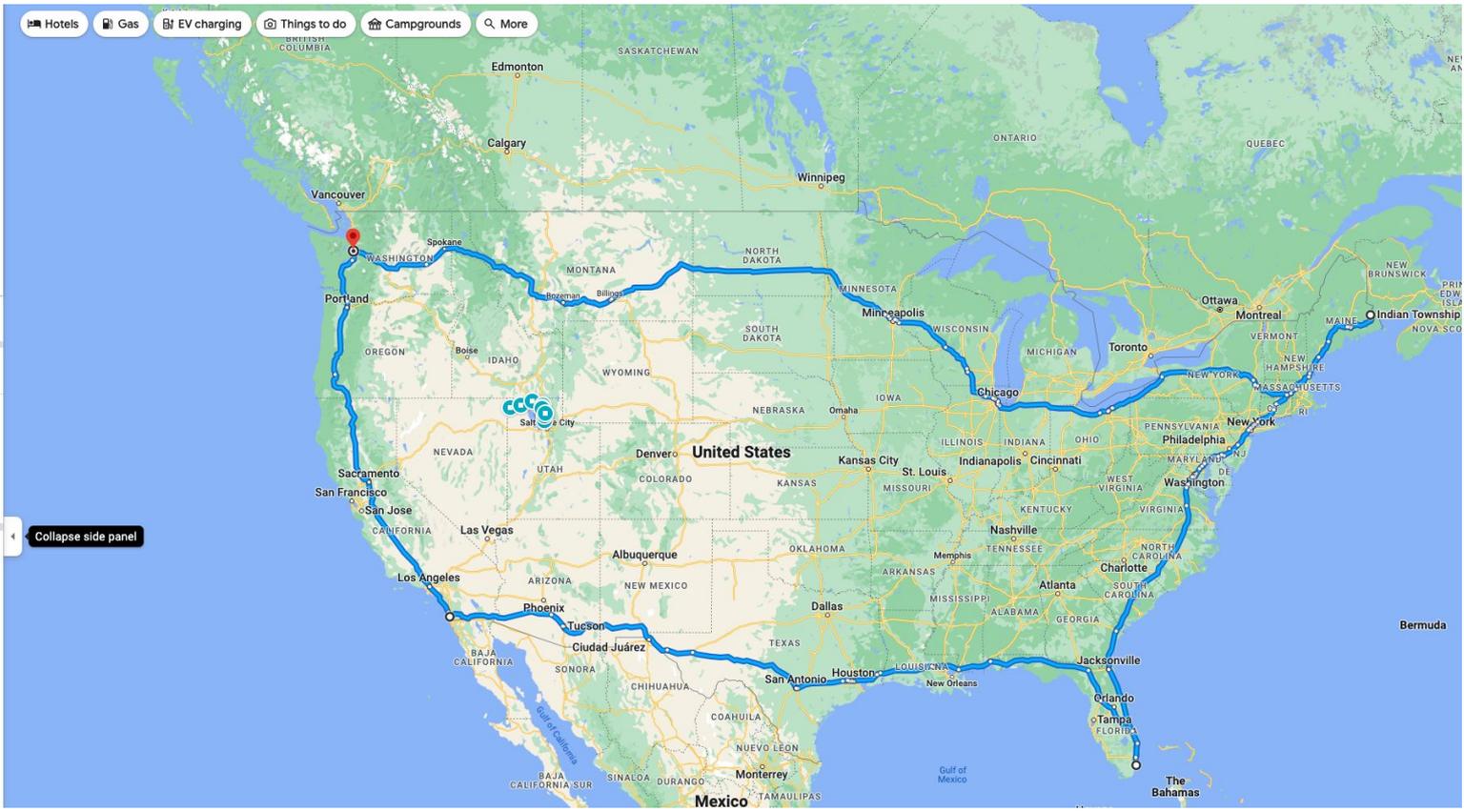
This route has tolls.

 Your destination is in a different time zone.

[Details](#)

Explore Seattle

Restaurants Hotels Gas stations Parking Lots More



Collapse side panel



Key Numbers for Transportation

5,352,920 to and from school minutes, up 16.37% (double runs)

454,017 Activity and Field Trips minutes down 0.18% (Elementary Field Trips up 6.5%)

132,978 Driver Instruction minutes (behind the wheel, safety meetings) up 5.54%



Key Numbers for Transportation

Total eligible miles from A1 report
@ .25 per mile (**Box Elder Transportation is the most efficient in the state .25 per mile**)

1,556,709.10

State \$389,177.28

LEA \$58,376.59

Double Run recovery from State budget for LEA

\$400,000.00

Fuel Tank Savings (\$.98)

(\$96,398.00)

Total LEA Savings

\$554,774.59





Key numbers for Tank

98,365 Gallons of Diesel fuel for Tremonton (\$342,310)

\$3.48 per gallon average cost 2023/24 (No Tax)

\$2.56 per gallon wholesale price (Dyed Fuel) as of 8-8-2024

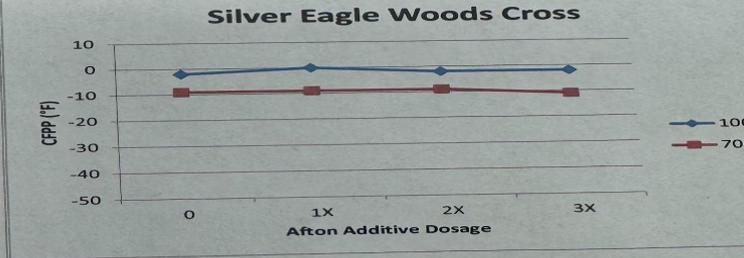
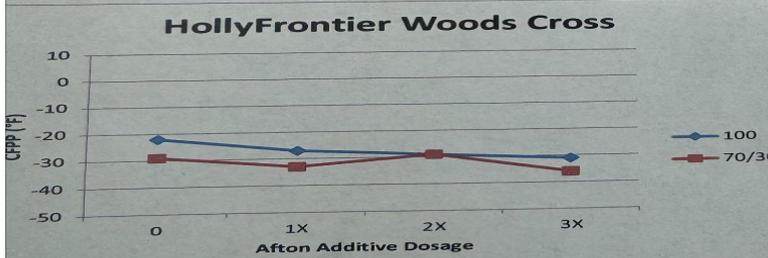
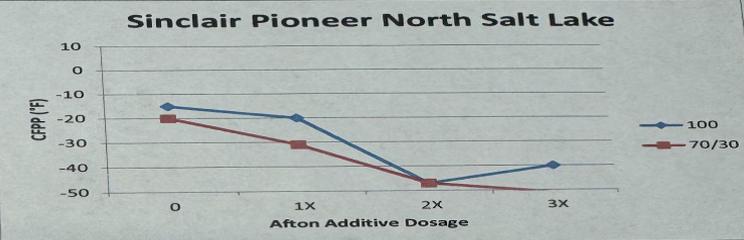
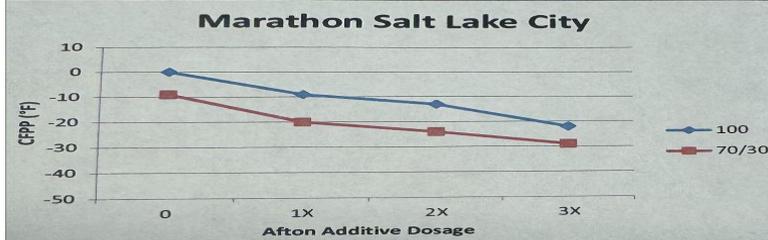
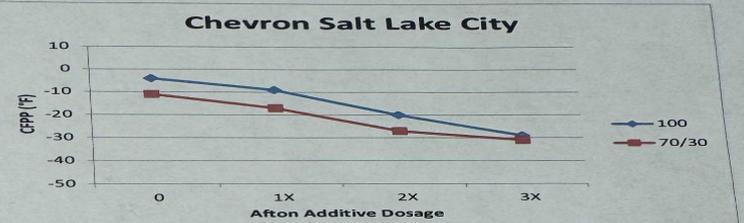
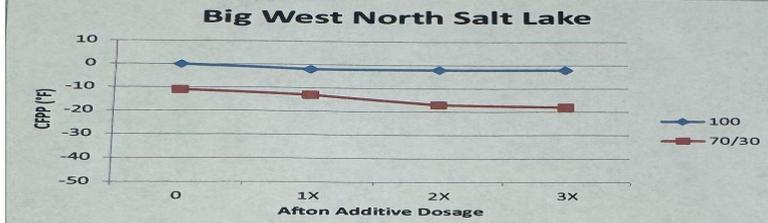
\$.04 per gallon Fuel Treatment (\$.10 per gallon with individual bottles of Treatment)

\$96,398 (\$0.98 per gallon) total savings projected for Tremonton (28% reduction in Diesel Fuel expenses)

\$571,189 total spent on Diesel fuel for Transportation

2023 - 2024 Winter Season CFPP Results Salt Lake City, UT

	HITEC 46610	HITEC 46608
1X	= 1:2100	= 1:3000
2X	= 1:1100	= 1:1500
3X	= 1:605	= 1:900





Elementary Field Trips - plan

Monday - Thursday, 2 Field trip busses, North and South Elementary schools, for schools to schedule. This buses will be available for Elementary schools to return and the end of the day. (No Field Trips on Friday)

Shared calendar on both ends for Principals and Secretaries to view

Incentive for Elementary Schools to spread the Field Trips out over the School year.

10% discount if field trip occurs before April 1, 2025

Payment not due until April 1, 2025

Field Trip Policy revised (Assistant Superintendent, Heidi Jo West and Elementary principals)



Upgraded Routing Program

Schools are able to have detailed information on students bus assignments and stops.

Sub drivers will be able to have turn by turn directions with stop information.

We will be able to analyze routes and flow of traffic in real time and make adjustments to create more efficient routes as things change with any particular route.

More efficient SpEd routes

MONTHLY FINANCIAL REPORT
JULY 31, 2024

	ENDING JUL 2024	2024-25	2024-25	Curr Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			8%	8%		
	Percent of 9 month contract completed			0%	0%		
1	GENERAL FUND (M&O) FUND (10)						
2							
3	REVENUE:						
4	Local						
5	Property	31,750,300		0.0%	0.0%		32,194,260
6	Tuitions	250,000	1,241	0.5%	0.0%		542,648
7	Investment Earnings	1,250,000	0	0.0%	0.0%		2,170,032
8	Indirect Costs	325,000		0.0%	0.0%		-2,610
9	Rental Fees/Building/Ft	90,000	6,226	6.9%	0.0%		181,846
10	Other	990,250	12,336	1.2%	0.0%	286	1,548,991
11	State	95,937,450	10,517,735	11.0%	10.4%	9,861,446	94,724,699
12	Federal	5,525,000		0.0%	0.0%		9,063,864
13	Misc./ Fund Bal	5,000		0.0%	0.0%		
14	TOTAL M & O						
15	REVENUE	136,123,000	10,537,538	7.7%	7.0%	9,861,732	140,423,730
16	Beg Balance	1,642,130		7.0%			1,642,130
17	Less:						
18	Ending Balance	1,722,500					
19	TOTAL M & O FUNDS						
20	available	136,042,630	10,537,538	7.7%	6.9%	9,861,732	142,065,860
21							
22	EXPENDITURES:						
23	Instruction (1000)						
24	Salaries	62,490,300	11,494	0.0%	0.3%	196,094	59,043,206
25	Benefits	21,205,970	-131,681	-0.6%	6.4%	1,386,226	21,515,194
26	Purchased Serv.	3,824,110	3,750	0.1%	0.7%	18,164	2,592,404
27	Supplies/Textbooks	5,385,400	48,805	0.9%	7.3%	239,837	3,280,254
28	Equipment	1,050,000		0.0%	0.0%		265,298
29	Other	850,000		0.0%	0.0%		851,426
30	Total	94,805,780	-67,632	-0.1%	2.1%	1,840,321	87,547,781
31							
32	Student Services (2100)						
33	Salaries	4,268,550	9,713	0.2%	0.2%	11,035	4,583,585
34	Benefits	1,526,620	13,330	0.9%	0.2%	3,470	1,749,225
35	Other	410,000		0.0%	0.0%	150	320,071
36	Total	6,205,170	23,043	0.4%	0.2%	14,655	6,652,881
37							
38	Instructional Staff (2200)						
39	Salaries	1,925,280	91,444	4.7%	4.8%	85,310	1,781,246
40	Benefits	710,680	46,371	6.5%	4.8%	32,837	688,176
41	Other	662,870	5,124	0.8%	1.7%	12,976	759,454
42	Total	3,298,830	142,939	4.3%	4.1%	131,123	3,228,876
43							

MONTHLY FINANCIAL REPORT
JULY 31, 2024

	ENDING JUL 2024	2024-25	2024-25	Curr Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			8%	8%		
	Percent of 9 month contract completed			0%	0%		
44	District Administration (2300)						
45	Salaries	462,770	43,234	9.3%	7.8%	34,237	437,687
46	Benefits	215,820	25,125	11.6%	7.9%	14,049	177,767
47	Purch Services	270,000	50,423	18.7%	1.3%	3,863	296,128
48	Liability Insurance	218,920		0.0%	0.0%		182,427
49	Supplies	65,400	528	0.8%	8.9%	4,421	49,953
50	Other	45,500	24,295	53.4%	71.1%	22,689	31,913
51	Total	1,278,410	143,605	11.2%	6.7%	79,260	1,175,875
52							
53	School Administration (2400)						
54	Salaries	5,778,870	323,814	5.6%	6.1%	315,598	5,163,721
55	Benefits	2,187,420	124,932	5.7%	6.0%	120,478	1,992,425
56	Prof Serv/Travel	121,000	338	0.3%	0.0%		99,082
57	Other	16,500		0.0%	0.0%		14,169
58	Total	8,103,790	449,085	5.5%	6.0%	436,076	7,269,397
59							
60	Business & Support (2500)						
61	Salaries	795,050	55,221	6.9%	8.9%	63,704	714,792
62	Benefits	367,140	22,028	6.0%	8.3%	22,296	268,290
63	Purchased Services	210,060	100	0.0%	0.3%	477	180,412
64	Other	69,000		0.0%	0.0%		9,237
65	Total	1,441,250	77,349	5.4%	7.4%	86,477	1,172,731
66							
67	Operation & Maintenance (2600)						
68	Salaries	6,464,160	497,428	7.7%	7.7%	480,449	6,228,590
69	Benefits	2,310,960	230,788	10.0%	8.0%	184,399	2,297,186
70	Electricity	1,129,450		0.0%	0.0%		1,130,920
71	Purchased Service	802,000	675	0.1%	0.2%	1,660	670,249
72	Telephone	222,130	-2,140	-1.0%	0.5%	905	180,721
73	Natural Gas	895,300		0.0%	0.0%	-4	816,578
74	Prop Insurance	345,000		0.0%	0.0%		313,870
75	Repair	650,250		0.0%	0.0%	186	582,800
76	Supplies	1,020,000	3,010	0.3%	1.6%	16,925	1,028,927
77	Other	1,000		0.0%	0.0%		350
78							
79	Total	13,840,250	729,760	5.3%	5.2%	684,519	13,250,192
80							

MONTHLY FINANCIAL REPORT
JULY 31, 2024

	ENDING JUL 2024	2024-25	2024-25	Curr Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			8%	8%		
	Percent of 9 month contract completed			0%	0%		
81	Transportation (2700)						
82	Salaries	4,200,440	56,114	1.3%	1.3%	51,351	3,925,597
83	Benefits	1,258,260	52,127	4.1%	1.7%	20,979	1,243,996
84	Purch Serv	352,770	655	0.2%	0.1%	548	492,284
85	Fuel	913,020		0.0%	0.0%		849,960
86	Supplies	605,490	907	0.1%	0.5%	2,720	559,681
87	Other/Property	5,000		0.0%	0.0%		84,524
88	Total	7,334,980	109,803	1.5%	1.1%	75,598	7,156,042
89							
90	Community Services (3300)						
91	Salary	721,480	16,007	2.2%	2.0%	15,484	781,246
92	Benefits	211,680	11,588	5.5%	3.0%	6,161	208,674
93	Purchased Serv	16,450		0.0%	0.2%	42	23,437
94	Supplies/Util	114,050	48	0.0%	2.2%	2,018	91,958
95	Property	13,200		0.0%	3.4%	399	11,841
96	Other Objects	9,800		0.0%	15.6%	1,505	9,630
97	Desig. Fund Bal						
98	Total	1,086,660	27,643	2.5%	2.3%	25,608	1,126,786
99	Total Expenditures	137,395,120	1,635,594	1.2%	2.6%	3,373,636	128,580,561
100	Interfund Trans						2,127
101	Change Desig Fund Bal						
102	Other/Budget Cuts						
103	TOTAL EXPENDITURERS						
104	M & O	137,395,120	1,635,594	1.19%	2.6%	3,373,636	128,582,688
105							

MONTHLY FINANCIAL REPORT
JULY 31, 2024

	ENDING JUL 2024	2024-25	2024-25	Curr Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			8%	8%		
	Percent of 9 month contract completed			0%	0%		
106	School Activity Fund (21)						
107							
108	REVENUE:						
109	School Deposits	4,600,000	200,903	4.4%	5.1%	255,573	5,012,442
110							
111	Other					0	
112	Total Revenue	4,600,000	200,903	4.4%	5.1%	255,573	5,012,442
113	EXPENDITURES:						
114	Purchased Services	750,000		0.0%	-16.2%	-108,143	668,906
115	Supplies	3,580,000		0.0%	4.7%	203,638	4,302,974
116	Equipment/Property	250,000		0.0%	0.0%		594
117	Desig/Other/Adm	20,000		0.0%	0.0%		200,133
118	Total Expenditures						
119	School Activity	4,600,000	0	0.0%	1.8%	95,495	5,172,607
120	DEBT SERVICE FUND (31)						
121							
122	REVENUE:						
123	Property Tax	3,222,550		0.0%	0.0%		3,835,694
124	Interest	102,220	12,155	11.9%	0.0%		428,549
125	Other						
126	Total	3,324,770	12,155	0.4%	0.0%	0	4,264,243
127	Beginning Bal	5,896,500		0.0%	0.0%		4,412,508
128	LESS:						
129	Ending Balance			0.0%			
130	Funds Available	5,696,520		0.0%	0.0%	0	5,423,353
131	EXPENDITURE:						
132	Bond Debt	3,521,250	3,020,625	85.8%	0.0%		3,250,398
133	Fees	3,500		0.0%	0.0%		3,000
134	Other Uses					0	0
135	Total	3,524,750	3,020,625	85.7%	0.0%	0	3,253,398

MONTHLY FINANCIAL REPORT
JULY 31, 2024

	ENDING JUL 2024	2024-25	2024-25	Curr Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			8%	8%		
	Percent of 9 month contract completed			0%	0%		
136	CAPITAL OUTLAY FUND (32)						
137							
138	REVENUE:						
139	Property Tax	9,140,440		0.0%	0.0%		13,024,313
140	Interest	750,000		0.0%	0.0%		1,114,094
141	Other	52,000		0.0%	924.2%	918,865	99,423
142	State	45,000	35,698	79.3%	0.6%	8,628	1,553,498
143	Federal /MBA			0.0%	0.0%		16,684
144	Ins./Prop.Recry	20,000	50	0.3%	0.0%		941,006
145	Total Revenue	10,007,440	35,748	0.4%	5.5%	927,493	16,749,018
146	Lease Revenue MBA						
147	Other Sources(F50)	345,580					2,610
148	Deslg. Fund Bal						
149	TOTAL REVENUE CAPITAL						
150	OUTLAY	10,353,020	35,748	0.3%	5.5%	927,493	16,751,628
151	Beg. Balance	15,195,160					2,638,711
152	Less:						
153	Ending Balance	13,392,180					
154	Capital Outlay Funds						
155	available	12,156,000	35,748	0.3%		927,493	19,390,339

MONTHLY FINANCIAL REPORT
JULY 31, 2024

	ENDING JUL 2024	2024-25	2024-25	Curr Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			8%	8%		
	Percent of 9 month contract completed			0%	0%		
156	EXPENDITURES:						
157	Oper/Maint			0.0%	0.0%		3,078
158	Other Equipment			0.0%	0.0%		121,593
159	Purchased Services	5,000		0.0%	0.0%		2,500
160	Technology/Software	2,500,000		0.0%	19.5%	288,689	1,479,525
161	Improvement			0.0%			
162	Buildings Maint	2,500,000		0.0%	0.0%		1,239,136
163	Vehicles/Buses	510,000		0.0%	0.0%		1,624,060
164	Furniture/Equip	1,600,500		0.0%	1.1%	35,624	3,339,265
165	Other Objects/Supplies	190,000		0.0%	0.0%	426	340
166	Vehicle charges	310,000		0.0%			
167	Total Capital	7,615,500		0.0%	4.2%	324,739	7,809,497
168	Other/Portables	350,000		0.0%	0.0%		296,532
169	Grouse Creek	125,000		0.0%	0.0%		68,080
170	Golden Spike	200,000		0.0%	0.0%		566,168
171	School Small Capital	250,000		0.0%			
172	HS Athletic Facilities	125,000		0.0%	0.0%		1,067,292
173	Property/Other	1,500,000		0.0%	0.0%	16,345	27,911
174	Total Construction	2,550,000		0.0%	0.8%	16,345	2,025,982
175	Desig. F Bal						
176	MBA/Bond Fee/Fund 50	1,990,500		0.0%	0.0%		1,906,771
177	Other						789
178	TOTAL EXPENDITURES	*					
179	CAPITAL OUTLAY	12,156,000	0	0.0%	2.9%	341,084	11,743,039
180							

MONTHLY FINANCIAL REPORT
JULY 31, 2024

	ENDING JUL 2024	2024-25	2024-25	Curr Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			8%	8%		
	Percent of 9 month contract completed			0%	0%		
181	SCHOOL FOOD SERVICE FUND (49)						
182							
183	REVENUE:						
184	Lunch Sales	1,200,000	-213	0.0%	0.0%	-30	1,521,093
185	State	1,200,500		0.0%	0.0%		1,417,063
186	Federal	2,575,000		0.0%	0.0%		2,632,718
187	Other/Inventory Adj			0.0%	0.0%	0	-55,095
188	TOTAL REVENUE SCHOOL						
189	FOODS	4,975,500	-213	0.0%	0.0%	-30	5,515,780
190	Beg. Balance	3,403,539					5,371,320
191	Less:						
192	Ending Balance	2,017,789					
193	School Food Service Funds						
194	available	6,361,250	-213	0.0%	0.0%	-30	10,887,100
195	EXPENDITURES:						
196	Salaries	1,950,000	16,112	0.8%	1.0%	20,020	2,018,213
197	Benefits	550,000	21,184	3.9%	1.2%	6,924	557,845
198	Food/Supplies	2,910,000	11,352	0.4%	0.5%	11,902	2,610,555
199	Equipment	129,000		0.0%	0.0%		98,507
200	Other Costs	111,500	15,455	13.9%	0.0%		98,564
201	Dir/Indirect Costs	325,000		0.0%	0.0%		-85,512
202	TOTAL EXPENDITURES SCHOOL						
203	FOODS	5,975,500	64,102	1.1%	0.7%	38,846	5,298,173
204							

MONTHLY FINANCIAL REPORT
JULY 31, 2024

	ENDING JUL 2024	2024-25	2024-25	Curr Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			8%	8%		
	Percent of 9 month contract completed			0%	0%		
205	Foundation Fund (75)						
206							
207	REVENUE:						
208	Total Revenue	350,000	26,315	7.5%	0.0%		557,267
209	Available Revenue	350,000	26,315	7.5%	0.0%	0	557,267
210	EXPENDITURE:						
211	Expenses	350,000		0.0%	0.2%	539	316,704
212	Changes/Desg Fund Bal						0
213	TOTAL EXPENDITURE	350,000	0	0.0%	0.2%	539	316,704
214							
215	Agency Fund (76)						
216							
217	REVENUE:						
218	Agent Services	32,500		0.0%	0.0%		23,250
219	State	6,000		0.0%	0.0%		4,517
220	Federal	0		0.0%	0.0%		0
221	Other	0		0.0%	0.0%		0
222	TOTAL REVENUE/BB						
223	AGENCY FUND	38,500	0	0.0%	0.0%	0	27,767
224	EXPENDITURE:						
225	Instruction	1,000		0.0%	0.0%		105
226	NUCC	35,000		0.0%	0.0%		33,971
227	Other	2,500		0.0%	0.0%		3,465
228	Changes/Desg Fund Bal			0.0%	0.0%		
229	TOTAL EXPENDITURES						
230	AGENCY FUND	38,500	0	0.0%	0.0%	0	37,541
231							
232							
233			SUMMARY			SUMMARY	
234							
235	GRAND TOTAL FUNDS AVAILABLE						
236	ALL FUNDS	162,136,540	10,812,447	6.7%		11,044,768	
237	GRAND TOTAL EXPENDITURE						
238	ALL FUNDS	164,039,870	4,720,321	2.9%		3,849,600	

POLICY 3042

Educational Support Professionals (ESP or Classified) Employee Evaluation

A. Definition:

1. For purposes of this policy, and “ESP employee” means a District employee who is working in a position that does not require a Utah educator license.

[Utah Admin. Rules R277-532-2 \(May 23, 2023\)](#)

2. Educational Support Professionals (Classified) Employee Evaluation

- a. **Contracted** ESP employees shall be evaluated on at least an annual basis using a written evaluation instrument. The evaluation shall be administered by the principal or by an appropriate supervisor designated by the principal. The evaluation instrument shall incorporate the job description and job duties of the employee, in addition to standards with regard to attendance, compliance with District policies, and other appropriate matters. The evaluation shall be completed at least 90 days prior to the end of the contract year.

[Utah Admin. Rules R277-532\(1\)\(c\) \(May 23, 2023\)](#)

[Utah Code § 53G-11-504\(1\) \(2020\)](#)

- b. A copy of the written evaluation shall be provided to the employee promptly following completion. The employee may appeal violations of the evaluation procedure (but not the substance of the evaluation) by submitting a grievance under the District’s grievance policy.

[Utah Admin. Rules R277-532-3\(1\)\(c\)\(v\) \(May 23, 2023\)](#)

- c. No evaluation is required for temporary or non-contracted (Working under ~~25~~ 30 hours per week) ESP employees of the District.

[Utah Admin. Rules R277-532-3\(3\) \(May 23, 2023\)](#)

[Utah Code § 53G-11-504\(2\) \(2020\)](#)

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 ~~25~~ 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\(3\) \(2020\)](#)

[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 ~~25~~ 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\(11\) \(2020\)](#)
[Utah Code § 53G-11-503 \(2018\)](#)

3. "Educational Support Professional (Classified) Employees"

- a. Educational Support Professional (Classified) 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\(15\) \(2020\)](#)

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\(7\)\(a\) \(2020\)](#)

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\(5\) \(2020\)](#)

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\(15\) \(2020\)](#)

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 3210 Educator 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 3210](#) 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 [Policy 3210](#);
- 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 3210](#), 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. 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 \(2018\)](#)

F. 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 \(2018\)](#)

G. 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.

H. 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 \(2018\)](#)

I. 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 \(2018\)](#)

J. Employee's Right to 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, the Board will then send notice of the date, time and place of hearing to the Superintendent and to the employee. If the employee does not request a hearing within 15 days, then the employee shall have waived any right to a hearing and to contest the decision.

[Utah Code § 53G-11-513 \(2018\)](#)

K. 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\(1\) \(2021\)](#)

L. 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\(2\) \(2021\)](#)

M. 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\(4\) \(2021\)](#)

N. 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 \(2018\)](#)

O. 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\(5\) \(2021\)](#)

P. 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 \(2018\)](#)

Q. 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 \(2018\)](#)

R. 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.

S. Notification to Utah Professional Practices Advisory Commission

1. The Superintendent shall notify the Utah Professional Practices Advisory Commission if an educator is determined, in any judicial or administrative proceeding, to have violated any of the Utah Educator Standards
 - a. If possible, this notification shall be made using the form provided by the UPPAC Executive Secretary. 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. Notice is not required to be given if there are no other proceedings other than a District administrative proceeding and the District's proceeding determines that the allegations constituting the violation are unsupported. (A criminal charge would be an example of another proceeding.)

Utah Admin. Rules R277-217-5 (April 8, 2021)

Policy 3200

ESP: General Statement

A. General Statement

1. This [handbook](#) has been prepared as a service to Educational Support Professionals (ESP) employees. It is published to keep ESP Employees advised of district policies and procedures.
2. The Handbook will serve as a convenient source of information and reference to the most common questions about regulations and benefits. In cases where the items in this handbook do not seem clear, employees are encouraged to ask for interpretation from the Personnel Department or Officers of the Organization, which shall be known as the Box Elder Educational Support Professional Association (BEESPA).
3. This handbook may be revised periodically to better meet the needs of the employees and district.
4. No change, revision, alteration, or modification of these policies shall be made until input is received from all affected groups.

B. Philosophy

1. Support services are essential to the successful function of a school system. It should be remembered however, that education of students is the District's central function, and all support services shall be provided, guided, and evaluated by this requirement.
2. Box Elder School District (BESD) is an equal opportunity employer and is governed by both State and Federal Regulations relative to employment practices. The District is committed to a policy of non-discrimination toward any person or group of persons because of race, age, color, national origin, sex, disability, religion, gender identity, sexual orientation, or other physical or mental attributes, or economic status.

C. Board's Responsibility

1. In order to facilitate and support the educational process through auxiliary services, it becomes the Board's responsibility to:

- a. Provide a physical environment for teaching and learning that is safe and pleasant for students, staff and public.
- b. Provide safe transportation for students to and from school and nutritious meals for students.
- c. Provide support services, resources and assistance with maximum responsiveness in terms of timeliness and degree of fulfillment of the needs of the educational program as they develop.

D. BEESPA Recognition

1. The Board agrees to recognize the BEESPA as the representative of all ESP upon being furnished with satisfactory evidence that a majority of said persons have designated or selected the BEESPA as their representative. Any individual member of the BEESPA, or a group of such members, shall have the right at any time to present grievances to the Board. Nothing herein shall be so construed as to deprive any individual of his or her rights under [Utah Code 34 Utah Right to Work Law](#).
2. Such recognition, once effective as to the unit described above, shall be effective during each year of the term of this contract, or any renewal thereof. If, within 90 days prior to December 31, of any year, good cause exists to believe that a majority of the persons of the unit have not designated or selected that the BEESPA as their representative, the Board shall be furnished by the BEESPA with satisfactory evidence of such designation or selection by such majority. Failing which, the BEESPA shall not be recognized as the representative. For the purpose of calculating the majority, the following sections of the prior year's Utah S-3 Report shall be used: Support Services, School Administration, Maintenance & Operations, Student Transportation and School Food Services.

E. Definition of Educational Support Professional Employee

1. ESP personnel are any non-certificated employees providing auxiliary or support services to students, teachers, administrators, and public, of BESD.
 - a. Career ESP Employee
 - 1) An employee that works ~~25~~ 30 plus hours per week (contracted), has completed three full years of successful work experience within BESD and has obtained a reasonable expectation of continued employment.

b. Provisional ESP Employee

- 1) An employee that works ~~25~~ 30 plus hours per week (contracted), has not completed three full years of successful work experience within BESD and has not obtained a reasonable expectation of continued employment. All dismissal procedures will follow [Policy 3044 Orderly School Termination for Employees](#) as well as the [BESD Employee Corrective Discipline Handbook](#).

c. Non-Contracted and Contracted Employees

- 1) Non-Contracted employees are employees who work 0 - ~~24.75~~ 29.75 hours per week and are ineligible for benefits.
- 2) Contracted employees are employees who work ~~25~~ 30 hours or more per week and are eligible for benefits.

d. Temporary Employee

- 1) An employee who is employed by the District on a temporary or short-term basis. Temporary employees include but are not limited to:
 - a) Non-contracted employees
 - b) Seasonal employees
 - c) Student employees
 - d) Employees hired under contracts for less than one year to complete a specific project
 - e) Employees whose positions are authorized for no more than one year
 - f) Employees whose positions are funded by competitive, limited-term grants
 - g) Athletic coaches
 - h) Club advisors
 - i) Substitute teachers and other substitute workers.

Policy 3202

ESP: Employment and Placement

A. Application

1. Each potential candidate for employment must file an online application appropriate to the specific position for which the candidate is applying.
2. Applicants will be screened and the most qualified person will be selected for the position based on the application, references and interview.

B. Health Certificates/Other Credentials

1. Each applicant will be responsible for providing to the Personnel Office, the necessary credentials appropriate to the position for which the applicant is applying. Lack of such documents would be cause for not considering the person's application.
2. Some examples are:
 - a. Food Handler's Permit and/or Serve Safe – School Lunch
 - b. Physical, Bus Driver's Permit – Bus Drivers
 - c. Highly Qualified Status – Para
 - d. Electrician License
 - e. Plumber License

C. Pay Practices and Salary Schedule

1. All new ESP employees will be placed on the appropriate lane of the ESP salary schedule.
2. New employees hired for contracted positions may be granted up to nineteen (19) years of experience on the ESP Salary schedule for verifiable, equivalent, job-related previous experience within the past nineteen (19) years.

3. Employees that reach the 30th step on the salary schedule will receive a \$1 per hour increase after the yearly COLA has been applied to the salary schedule.
4. Workers who accept and fulfill supervisory responsibilities in the absence of the supervisor for 20 consecutive days or 40 cumulative days during the school year shall be paid at the first step on the appropriate supervisory lane that gives at least a 5% raise. Payment will be retroactive to the first day they assumed the additional responsibilities.
5. All non-exempt employees (with the exception of bus drivers) will clock in to begin their shift and clock out to conclude their shift. Bus Drivers and Bus paras will be paid based on necessary, predetermined hours set by the Transportation Department. Bus drivers and bus paras will have their contracted hours reviewed and adjusted, if necessary, 3 times a year: August, December, March.

D. Salaries, Paychecks and Pay Days

1. Pay days shall be once monthly, occurring on the last banking day of each month. An exception will be made in December when pay day will be the last working day before the Christmas break. All absences are to be reported to the employee's immediate supervisor or on the District substitute system.
2. Employees that receive their payment on the 20th of the month will receive their payment on the last banking day prior to the 20th if the 20th falls on a weekend or a holiday.

E. Withholdings

1. All employees upon accepting an appointment in this District shall agree to the withholding from their monthly pay checks items required by law and/or agreed upon by the individual and Board. Payroll deductions may also be made on an individual basis for other approved programs.

F. Deductions and/or Loss of Pay

1. Calculations for deductions in loss of pay cases shall be made by dividing the contract salary by the number of days in the contract period to determine the daily rate of pay.
2. The District will provide payroll deductions of Association dues for non-contracted employees when requested.

G. Extenuating Circumstances

1. In case of inability on the part of the Board of Education to continue school for the full time contemplated, or in case of cancellation of contract for any reason (other than termination without good and sufficient reason as set forth under the contract provisions), the salary to be paid shall bear the same ratio to the specified salary as the actual time of service bears to the specified time of service.

H. Work Hours/Days/Stipend

1. The days of employment shall be designated by the Board of Education in connection with the adopted school calendar.
2. Employees required to work beyond their regularly assigned hours may, upon approval of their immediate supervisor, be granted "comp time". All overtime and "comp time" will be regulated according to the provisions of the [Fair Labor Standards Act](#). (See [Policy 3209 Compensatory Time Off](#))
 - a. Compensation time may be used by the employee in 15-minute increments, but the employee cannot be required to use them in less than full hour increments.
 - b. Compensation time should be used as soon as reasonably possible, preferably during the current pay period and at a time mutually agreed upon with the direct supervisor.
 - c. Employees called back to work to handle an emergency (threat to life or property) outside their regularly scheduled working hours will receive a minimum 2 hour call out and reimbursement for mileage at the current district rate.
3. When ESP employees are required to work on weekends that coincide with a paid holiday (Monday or Friday), the District will pay the employee time and one-half for the hours worked.
 - a. Overtime will be based on the regular hourly rate of the employee, not at the substitute rate.
4. Overtime assignments or employees required to work beyond their regularly assigned hours will be approved on an individual basis. On each occasion, method of payment will be decided upon by mutual agreement between the employee and the supervisor.

- a. School lunch workers that cover for an unfilled absence will be compensated for the additional time required to complete their tasks.

5. Elementary School Secretarial Hours/Days/Stipend

- a. The following formula will be used in staffing elementary school secretarial hours and days (not including Western Schools):

- 1) Each Elementary School Secretary's contract will be 200 days, 8 hours a day.
- 2) Elementary Schools with 0 – 399 students will add 2 hours a day for 180 days of secretarial support
- 3) Elementary Schools with 400 – 549 students will add 4.5 hours a day for 180 days of secretarial support
- 4) Elementary Schools with 550 – 699 students will add 6 hours a day for 180 days of secretarial support.
- 5) Elementary Schools with 700 – 799 students will add 6.5 hours a day for 180 days for secretarial support.
- 6) Elementary Schools with 800 + students will add 7.5 hours a day for 180 days for secretarial support. (This would be considered a receptionist position)

- b. Elementary School Secretarial Stipend

- 1) Secretaries who work in schools where the principals supervise two schools will receive a \$500 stipend to be compensation for carrying additional responsibility. This stipend to be submitted by secretary on a voucher for payment in January and June. If situation should change, stipend is to be prorated.

6. Prep Aide Hours

- a. Prep Aides will receive additional time each week to prepare for their assignment. Aides working four hours per day will receive an additional 30 minutes per week. Aides working less than four hours per day will receive an additional 15 minutes per week. The additional time per week should not be used to determine if an aide will be contracted.

7. Bus Driver Days

- a. Bus Drivers will be contracted 178 days per year. An additional 20 hours each year will be vouchered for training.

8. Custodian

- a. A shift differential of 50 cents will be provided to a custodian who works the majority of their shift between the hours of 10:00 p.m. and 6:00 a.m. Volunteers will be sought, from the custodians at that particular site, prior to reassigning anyone to this specific shift.
- b. When 260-day custodians are absent during the summer months (when school is not in session) the school can obtain a substitute for them five times during the summer. The five days during the summer months are equivalent to the number of hours the custodian would normally work during the day.
- c. Custodians will be expected to walk through their school on determined weekends to ensure the security, maintenance, and operation of the building. This will be part of their established work week. It will be compensated for the time spent walking through the building and will not have a minimum call out associated with it.

I. Employee Files

1. A personnel file is kept on all ESP employees. All materials placed in the employee's permanent file, subsequent to initial employment materials, shall be available to the employee at the employee's request for inspection.

J. Evaluations – See [Policy 3042 – ESP Employee Evaluation](#)

K. Contract Time

1. When additional responsibilities and hours are temporarily added to an employee's schedule, these hours will be considered in determining insurance participation and retirement. When the temporary responsibility is discontinued the employee's contract will revert to the hours prior to the temporary assignment.

L. Employment of Contracted ESP Personnel

1. Contracted employees who qualify will be eligible for appropriate benefits upon employment.
 - a. ESP employees, who have never met eligibility requirements with Box Elder School District, will be required to work ~~25~~ 30 hours per week to qualify for

any benefits (including retirement, health insurance, life insurance, and any leave).

- 1) Exceptions:
 - a) Transportation (bus drivers and bus paras) will stay at a 25-hour contracted threshold.
 - b) The District will put in a Memorandum of Understanding (MOU) with Child Nutrition for the 24-25 school year to determine the contracted threshold specifically for 5 hour cook positions. They will consider adding hours to the 5-hour cook position or paying them as a "lead cook" or both. A decision will be made for the 25-26 school year based on these conversations.
- b. ESP employees contracted before July 1, 2024 will be "grandfathered" into this policy. (July 1, 2024) An employee who is "grandfathered" will remain so unless they:
 - 1) Separate from the District for at least 120 days or
 - 2) work in a position that is less than the hours that originally granted them a contracted position.

M. Privatization of ESP Services

1. The Board recognizes the valuable contribution ESP employees make to the operation of the school district. Therefore, the Box Elder Board of Education agrees to notify BEESPA if it intends to consider privatization of any ESP service or department and to discuss ways of becoming more effective within those departments being considered for each action. The BEESPA and/or its members agree to work cooperatively with the Board in the best interest of the District.

N. Furlough Days

1. If an emergency call-out occurs on a furlough day, the employee will be compensated at two times the hourly rate.
2. Furlough hours may be used by the employee in 15-minute increments, but the employee cannot be required to use them in less than 4-hour increments.

Policy 3208

ESP: Fringe Benefits and Leave of Absence

A. Sick Leave Days

1. Sick 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 (~~25~~ 30 hours per week) employee's sick leave will be prorated. Unused sick leave shall be accumulated without restriction.

B. Unused Sick Leave on Termination

1. After 10 years of employment, employees who voluntarily terminate employment with the district who give notification of intent to terminate at least two weeks (10 working days) prior to the intended termination 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.

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	<u>Your Age</u>	<u>Your % Reduction</u>
	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. Vacation

1. 12-month employees shall be granted vacation according to the following schedule:

Years of Service	Days per Year
1 st year	12
2 nd year	12
3 rd year	12
4 th year	12
5 th year	12
6 th year	13
7 th year	14
8 th year	15
9 th year	16
10 th year	17
11 th year	18
12 th year	19
13 th 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.

F. Unused Vacation Upon Voluntary Termination

1. An employee who voluntarily terminates employment with the District will be paid for up to 10 days unused 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 vacation will be limited to 10 days based on the employee's daily rate times the number of days unused.

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. Yearly Calendar

1. The Administration will prepare a 260 working day calendar for all 12-month employees.

I. 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.

J. 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.

K. 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.

L. 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 one guest.

M. 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.

N. Travel Stipend

1. A \$35 stipend will be paid to employees sent to Park Valley or Grouse Creek on overnight assignment.

O. 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.

P. 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.

Q. Family Medical Leave Act – See [Policy 3090](#)

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. Sick Leave Bank

a. Purpose

- 1) The purpose of the sick leave bank is to provide employees with additional paid sick leave days beyond what they have accumulated in their personal 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 Sick Leave Bank

- 1) Participation in the 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 an illness or injury to them, their spouse or a dependent child 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 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 Sick Leave Bank Benefits.
- 4) An employee can draw a maximum of 75 days each school year from the bank.
- 5) Members who use the Sick Leave Bank will not be required to replace such days except as a regular contributing member.
- 6) The 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 Sick Leave Bank will not allocate more days than is in the bank.

d. Sick Leave Bank Committee

- 1) The 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.

R. Family Illness

1. ESP employees shall, upon request, be granted 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 \(FMLA\)](#).

S. 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.

T. 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.

U. 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.

V. 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 personal leave per year accumulative to 10 days. Employees who are granted vacation days will be granted one day 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 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 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.

W. 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.

X. 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.

Y. Maternity Leave

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.

Z. Parental Leave

1. Parental leave will be treated under the provisions of the [Family & Medical Leave Act](#).

AA. 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.

BB. 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.

CC. 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.

TENTATIVE MINUTES OF A WORK MEETING
OF THE BOARD OF EDUCATION
BOX ELDER SCHOOL DISTRICT
JULY 10, 2024

Tentative minutes of the Regular Session of the Board of Education, Box Elder School District, held Wednesday evening July 10, 2024 at 6:30 p.m. at Independent Life Skills Center, Box Elder School District.

Those in attendance at the meeting included Board President Wade Hyde, Board Vice President Connie Archibald, Tiffani Summers, Julie Taylor, Nancy Kennedy, Karen Cronin, and Danielle Wright. Also, present were Superintendent Steve Carlsen, Assistant Superintendent Keith Mecham and Heidi Jo West, Executive Director of Personnel/Title IX Emily Williams, Director of Technology Robert Gordon, Director of Literacy and Instructional Support AshLee Nelson and Business Administrator David Roberts; members of the press, employees and patrons.

President Wade Hyde called to order the meeting and welcomed those in attendance and conducted the business of the meeting.

Reverence offered by Board Member Julie Taylor and the Flag Salute/Pledge of Allegiance was given by Heidi Jo West, Assistant Superintendent of Elementary Teaching and Learning.

Recognitions

Julie Taylor, Board Member – Bear River High School, awarded the *Raise the Bar* Bronze Star for promoting sportsmanship.

Approval of Agenda:

Nancy Kennedy made the motion to approve the amended agenda with the removal of the closed session, second by Bryan Smith. The motion passed unanimously.

Nancy Kennedy – Yes

Bryan Smith – Yes

Julie Taylor – Yes

Wade Hyde – Yes

Connie Archibald – Yes

Tiffani Summers – Yes

Danielle Wright – Yes

Karen Cronin – Yes

Public Comment:

Jessica Sessions – teacher at Box Elder Middle School, wanted to voice her concern with fall break dates on the school calendar for 2024-2025 school year.

Laura Wheatley – regional PTA rep wanted to pass on that the dues for the PTA organization were raised by a \$1.

Action Items:

Approval of Early Learning Plan AshLee Nelson, Director of Literacy & Instructional Support – a committee established a plan using approved curriculum to set educational goals. Focused goals were in the area of mathematics, literacy and LETRS.

Connie Archibald made the motion to approve the Early Learning Plan, second by Danielle Wright. The motion passed unanimously.

Nancy Kennedy – Yes
Bryan Smith – Yes
Julie Taylor – Yes
Wade Hyde – Yes
Connie Archibald – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Karen Cronin – Yes

Approval of 2024 Tax Rates, David Roberts, Business Administrator – estimated tax rate shows a decrease in the percent of the capital levy and an increase in the percent to the board levy with an overall increase of 0.000055. The rate of .005860 is the certified rate certified by the Auditors Office and the Utah State Tax Commission.

Julie Taylor made the motion to approve the certified tax rates of .005860, second by Connie Archibald. The motion passed unanimously.

Nancy Kennedy – Yes
Bryan Smith – Yes
Julie Taylor – Yes
Wade Hyde – Yes
Connie Archibald – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Karen Cronin – Yes

Information Items:

2023-24 TSSA Plan Results, Keith Mecham & Heid Jo West, Assistant Superintendents of Curriculum – presented results of the 2023-24 TSSA Plans.

Monthly Financial Report

David Roberts, Business Administrator- presented that everything looks good and in line with the budget. Mentioned how the tremendous amount of revenue in our interest

revenue has been a big lift for our ability to put money into our unassigned fund balances. The furniture and equipment budget expenditures were discussed.

Board Committee Reports

Karen wanted to relay a thank you to the School Board from the Boys and Girls Club.

Consent Items:

Nancy Kennedy made the motion to approve consent items, seconded by Bryan Smith. The motion passed unanimously.

Nancy Kennedy – Yes

Bryan Smith – Yes

Julie Taylor – Yes

Wade Hyde – Yes

Connie Archibald – Yes

Tiffani Summers – Yes

Danielle Wright – Yes

Karen Cronin – Yes

The consent items included the following items:

Approval of the minutes of the work and regular meetings held on June 12, 2024. Karen Cronin requested a correction on page 7, replace “need” to “invite”.

Approval of claim 00046413, 00047403, 00050628 – 00050944, 05061024, 07062824, 08062824, 09060424, 09062024, 09062824.

Personnel Actions

See attachment to agenda.

Suggestions for Future Board Meetings:

Keith Mecham mentioned that the Sex Education Committee is still in the works, to include more parents, and will be on the August Board Meeting agenda.

Wellness Committee for the Child Nutrition program will be starting. Invitation to any of the Board Members that would like to participate. Board members Connie Archibald voiced an interest to participate.

Welcomed Emily Williams, new Executive Director of Personnel/Title IX.

Adjournment:

Nancy Kennedy motion to adjourn the regular board meeting, second by Karen Cronin. The motion passed unanimously and the meeting adjourned at 7:03 p m.

Nancy Kennedy – Yes

Bryan Smith – Yes

Julie Taylor – Yes
Wade Hyde – Yes
Connie Archibald – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Karen Cronin – Yes

With the announcement that the next meeting will be held on Wednesday, August 14, 2024 with a Work Session at 5:30 p.m, and the regular Board Meeting at 6:30 p.m. at the Independent Life Skills Center, 960 S Main St, Brigham City, Utah.

APPROVED: _____

ATTESTED: _____
School Business Administrator

President, Board of Education

TENTATIVE MINUTES OF A WORK MEETING
OF THE BOARD OF EDUCATION
BOX ELDER SCHOOL DISTRICT
AUGUST 7, 2024

Tentative minutes of the Regular Session of the Board of Education, Box Elder School District, held Wednesday evening August 7, 2024 at 5:30 p.m. at Box Elder School District Office.

Those in attendance at the meeting included Board President Wade Hyde, Board Vice President Connie Archibald, Tiffani Summers, Julie Taylor, Karen Cronin, and Bryan. Danielle Wright and Nancy Kennedy joined virtually after closed session began. Also present was Superintendent Steve Carlsen and Executive Director of Personnel Emily Williams

President Wade Hyde called to order the meeting and welcomed those in attendance and conducted the business of the meeting.

Action Items:

Connie Archibald made the motion to move into closed session to discuss personnel. Bryan Smith seconded the motion. The roll call was unanimous. The meeting was moved into closed session.

Wade Hyde – yes
Connie Archibald – yes
Tiffani Summers – yes
Julie Taylor – yes
Karen Cronin – yes
Bryan Smith – yes

Closed Session to Discuss Personnel

Connie Archibald made the motion to move back into the regular Board Meeting. Karen Cronin seconded the motion. The roll call was unanimous and the Board moved back into regular session.

Wade Hyde – yes
Connie Archibald – yes
Tiffani Summers – yes
Julie Taylor – yes
Karen Cronin – yes
Bryan Smith – yes
Nancy Kennedy – yes
Danielle Wright – yes

Adjournment:

Karen Cronin made the motion to adjourn the regular board meeting, second by Julie Taylor. The motion passed unanimously and the meeting adjourned at 9:20 p m.

- Wade Hyde – yes
- Connie Archibald – yes
- Tiffani Summers – yes
- Julie Taylor – yes
- Karen Cronin – yes
- Bryan Smith – yes
- Nancy Kennedy – yes
- Danielle Wright – yes

With the announcement that the next meeting will be held on Wednesday, August 14, 2024 with a Work Session at 5:30 p.m, and the regular Board Meeting at 6:30 p.m. at the Independent Life Skills Center, 960 S Main St, Brigham City, Utah.

APPROVED: _____

ATTESTED: _____
School Business Administrator

President, Board of Education

Check Register Summary

Batch Year: 25 Bank: All Date Range: 07/01/2024 - 07/31/2024

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00050945	C	07/11/2024	1	JACOB WIESE	40.95
01	00050946	C	07/11/2024	4611	ABS/ARCHITECT BUILDING SUPPLY	1,530.00
01	00050947	C	07/11/2024	10103	CATHERINE ALLEN	80.00
01	00050948	C	07/11/2024	812477	ALSCO/AMERICAN LINEN	873.03
01	00050949	C	07/11/2024	56073	APPTEGY	43,890.00
01	00050950	C	07/11/2024	8648	JACOB BALLS	237.25
01	00050951	C	07/11/2024	4260	BCI / UTAH BUREAU OF CRIMINAL IDENTIF	299.25
01	00050952	C	07/11/2024	84960	BEACON METALS INC	1,466.52
01	00050953	C	07/11/2024	85556	BEAR RIVER HEALTH DEPARTMENT	105.00
01	00050954	C	07/11/2024	85768	BEAR RIVER SEWER DEPT	255.50
01	00050955	C	07/11/2024	87120	BEEHIVE TELEPHONE CO	100.56
01	00050956	C	07/11/2024	100913	BORDER STATES INDUSTRIES, INC	1,820.98
01	00050957	C	07/11/2024	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	4,732.00
01	00050958	C	07/11/2024	108217	BRIGHAM CITY CORPORATION	75,403.03
01	00050959	C	07/11/2024	43907	BRIGHAM GLASS	1,310.05
01	00050959	CV	07/11/2024	43907	BRIGHAM GLASS	-1,310.05
01	00050960	C	07/11/2024	113116	BRYSON SALES & SERVICE	2,040.19
01	00050961	C	07/11/2024	68586	STACY BUTTS	17.28
01	00050962	C	07/11/2024	3271	CANON SOLUTIONS AMERICA	6,850.88
01	00050963	C	07/11/2024	107994	CERTIFIED SHRED	141.00
01	00050964	C	07/11/2024	40363	CIO MEDICAL SERVICES	570.00
01	00050965	C	07/11/2024	52566	CLEANER HOODS, INC.	15,455.00
01	00050966	C	07/11/2024	63274	DAVID COOK	10.80
01	00050967	C	07/11/2024	162470	CRUS OIL INC	1,824.83
01	00050968	C	07/11/2024	14958	CULLIGAN	30.00
01	00050969	C	07/11/2024	59269	CUMMINS SALES AND SERVICE	917.79
01	00050970	C	07/11/2024	38091	DATAIO LLC	555.00
01	00050971	C	07/11/2024	102017	DAVIS SCHOOL DISTRICT	1,550.00
01	00050972	C	07/11/2024	18813	AARON DOOLEY	165.24
01	00050973	C	07/11/2024	729332	ECONO WASTE INC	5,530.91
01	00050974	C	07/11/2024	110514	SHAYLYNN EKINS	80.00
01	00050975	C	07/11/2024	112019	JON ELGAN	126.90
01	00050976	C	07/11/2024	107136	ERS HEATING & COOLING	13,456.66
01	00050977	C	07/11/2024	58955	BECKY EZOLA	179.55
01	00050978	C	07/11/2024	143160	FRONTIER COMMUNICATION	4,277.03
01	00050979	C	07/11/2024	8702	LESLIE GARBANATI	328.38
01	00050980	C	07/11/2024	304190	RYAN K GARDNER	108.00
01	00050981	C	07/11/2024	304217	GARLAND CITY	5,134.06
01	00050982	C	07/11/2024	18848	GLOBAL COMPLIANCE NETWORK, INC	1,800.00
01	00050983	C	07/11/2024	61476	HEATHER GODFREY	80.00
01	00050984	C	07/11/2024	324430	GRAYBAR ELECTRIC COMPANY INC	2,850.66
01	00050985	C	07/11/2024	70505	RYAN GREENE	80.00
01	00050986	C	07/11/2024	327480	GREER'S HARDWARE	34.70
01	00050987	C	07/11/2024	167	RANDY HALTINER	144.72
01	00050988	C	07/11/2024	106881	HANSEN CHEVROLET	1,820.00
01	00050989	C	07/11/2024	103070	HEYWOOD ENGINEERING & CONSULT	260.00
01	00050990	C	07/11/2024	26859	JAMIE HIRSCHI	397.54
01	00050991	C	07/11/2024	70769	HEATHER HORROCKS	237.25
01	00050992	C	07/11/2024	361	INTERMOUNTAIN HEALTHCARE	479.32
01	00050993	C	07/11/2024	111125	IML SECURITY SUPPLY	5,222.78
01	00050994	C	07/11/2024	109677	HEIDI JENSEN	237.25
01	00050995	C	07/11/2024	467700	JOHNSON ELECTRIC MOTORS	849.00
01	00050996	C	07/11/2024	10340	AMBER KIMBER	237.25
01	00050997	C	07/11/2024	69272	SARAH ANNE KING	2,325.00
01	00050998	C	07/11/2024	530755	LOGAN SCHOOL DISTRICT	336.37
01	00050999	C	07/11/2024	543168	MADDOX RANCH HOUSE	261.94
01	00051000	C	07/11/2024	109830	LACY MCKNIGHT	237.25
01	00051001	C	07/11/2024	8770	KRISTINE MILLETT	514.00
01	00051002	C	07/11/2024	110469	MELISSA MORRIS	198.00
01	00051003	C	07/11/2024	29858	MOUNTAINLAND SUPPLY COMPANY	926.12
01	00051004	C	07/11/2024	39896	TYRELL NEAL	456.48
01	00051005	C	07/11/2024	111273	NUCO2 LLC	2,165.89

Check Register Summary

Batch Year: 25 Bank: All Date Range: 07/01/2024 - 07/31/2024

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00051006	C	07/11/2024	46477	NUTRISLICE, INC	6,936.12
01	00051007	C	07/11/2024	700077	PERRY CITY	242.69
01	00051008	C	07/11/2024	12858	BROOKE PERRY	237.25
01	00051009	C	07/11/2024	104992	PRINT SHOP	94.00
01	00051010	C	07/11/2024	732367	RAFT RIVER RURAL	651.35
01	00051011	C	07/11/2024	56006	BRITNI ROBERTS	130.90
01	00051012	C	07/11/2024	892645	ROCKY MOUNTAIN POWER	2,040.23
01	00051013	C	07/11/2024	60020	RON KELLER TIRE INC	6,650.48
01	00051014	C	07/11/2024	55336	S & D CARWASH MANAGEMENT, LLC	215.91
01	00051015	C	07/11/2024	110789	CORE BUSINESS TECHNOLOGIES (SIP)	39.95
01	00051016	C	07/11/2024	110968	SKY BLUE INDUSTRIES INC	56.22
01	00051017	C	07/11/2024	802087	SNOWVILLE WATERWORKS INC	204.60
01	00051018	C	07/11/2024	810361	STANDARD PLUMBING SUPPLY	171.77
01	00051019	C	07/11/2024	109177	STATE OF UTAH	148.25
01	00051020	C	07/11/2024	70513	AUSTIN STOREY	317.25
01	00051021	C	07/11/2024	110408	AMY JO SUMMERS	237.25
01	00051022	C	07/11/2024	110914	SUPERIOR WATER AND AIR INC	35.95
01	00051023	C	07/11/2024	11240	MASTER TEACHER	2,500.00
01	00051024	C	07/11/2024	25836	KRIS THOMPSON	72.00
01	00051025	C	07/11/2024	10251	SUSAN THOMPSON	150.43
01	00051026	C	07/11/2024	111109	TOM RANDALL DIST	4,115.55
01	00051027	C	07/11/2024	109356	TRANSPORT DIESEL	4,110.94
01	00051028	C	07/11/2024	52795	LAURA TURESON	397.54
01	00051029	C	07/11/2024	863345	UASBO/UTAH ASSOCIATION OF SCHO	100.00
01	00051030	C	07/11/2024	875087	UKON WATER CO	937.50
01	00051031	C	07/11/2024	511570	UTAH LABOR COMMISSION DIVISION OF	45.00
01	00051032	C	07/11/2024	55034	UTAH PARENT CENTER, INC	2,991.09
01	00051033	C	07/11/2024	101369	UTAH SCHOOL BOARDS ASSOCIATION	24,025.00
01	00051034	C	07/11/2024	892916	DGO FUEL NETWORK TEAM	8,960.45
01	00051035	C	07/11/2024	892964	UTAH STATE TAX COMMISSION	2,301.73
01	00051036	C	07/11/2024	4316	WASHINGTON SCHOOL DISTRICT	50.00
01	00051037	C	07/11/2024	924155	WASTE MGMT OF UTAH INC	7,321.10
01	00051038	C	07/11/2024	48178	HEIDI JO WEST	317.25
01	00051039	C	07/11/2024	941217	WILLARD CITY CORP	177.15
01	00051040	C	07/11/2024	70777	EMILY WILLIAMS	80.00
01	00051041	C	07/11/2024	68578	RACHEL WILLIAMS	79.38
01	00051042	C	07/11/2024	66125	1PASSWORD	1,510.11
01	00051043	C	07/11/2024	24961	806 TECHNOLOGIES	2,200.00
01	00051044	C	07/11/2024	38032	AMAZON CAPITAL SERVICES INC	4,218.80
01	00051045	C	07/11/2024	64289	ARIZONA TINT OF LOGAN, INC	5,490.00
01	00051046	C	07/11/2024	113116	BRYSON SALES & SERVICE	1,030,043.00
01	00051047	C	07/11/2024	68799	DARRELL'S APPLIANCE SERVICE & SALES	7,293.08
01	00051048	C	07/11/2024	901150	IMT COMPANIES LLC	1,356.97
01	00051049	C	07/11/2024	102697	INTERCONNECT SERVICES INC	86,554.32
01	00051050	C	07/11/2024	520730	ADP LEMCO	2,539.00
01	00051051	C	07/11/2024	108828	MORETON & COMPANY INC	6,724.94
01	00051052	C	07/11/2024	110840	RUSH TRUCK CENTER OF UTAH	134,866.00
01	00051053	C	07/11/2024	861085	TVS PRO	2,926.65
01	00051054	C	07/11/2024	110040	WALL 2 WALL	55,362.88
01	00051055	C	07/11/2024	69337	Y2 ANALYTICS	23,200.00
01	00051078	C	07/12/2024	25909	AMERIGAS PROPANE	54.24
01	00051079	C	07/12/2024	43907	BRIGHAM GLASS	1,566.89
01	00051080	C	07/12/2024	455120	JACKS TIRE & OIL INC	5,734.84
01	00051081	C	07/18/2024	1	KELSIE WAYNE	214.40
01	00051082	C	07/18/2024	6617	ACME WATER CO	954.98
01	00051083	C	07/18/2024	14575	AIRMOTIVE SERVICE	815.29
01	00051084	C	07/18/2024	40363	CIO MEDICAL SERVICES	255.00
01	00051085	C	07/18/2024	10421	VANICA CRANE	80.00
01	00051086	C	07/18/2024	56197	DENTONS DURHAM JONES PINEGAR PC	19,109.00
01	00051087	C	07/18/2024	203737	EAST GROUSE CREEK WATER	675.00
01	00051088	C	07/18/2024	64084	ALDER EDUCATION LAW	1,000.00
01	00051089	C	07/18/2024	110559	HARMONY HOME HEALTH LLC	623.50

Check Register Summary

Batch Year: 25 Bank: All Date Range: 07/01/2024 - 07/31/2024

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00051090	C	07/18/2024	49026	IVY LANE PEDATRICS	1,426.89
01	00051091	C	07/18/2024	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	2,274.48
01	00051092	C	07/18/2024	33430	LEADING EDGE LAMINATING	79.98
01	00051093	C	07/18/2024	58246	LINDE GAS & EQUIPMENT INC	2,009.26
01	00051094	C	07/18/2024	469	LUND FLORAL	700.00
01	00051095	C	07/18/2024	62081	NICOLE HESS VINYL	60.00
01	00051096	C	07/18/2024	111273	NUCO2 LLC	3,474.34
01	00051097	C	07/18/2024	109474	RC TOWING	450.00
01	00051098	C	07/18/2024	892645	ROCKY MOUNTAIN POWER	10,684.29
01	00051099	C	07/18/2024	25976	SHERWIN-WILLIAMS	3,522.15
01	00051100	C	07/18/2024	852617	TREMONTON CITY CORP	10,516.25
01	00051101	C	07/18/2024	5290	UHSAA / UTAH HIGH SCHOOL ACT ASSOC	385.00
01	00051102	C	07/18/2024	891162	USSA / UTAH SCHOOL SUPT ASSN	220.00
01	00051103	C	07/18/2024	102931	ZIONS BANK CORPORATE TRUST	2,500.00
01	00051104	C	07/18/2024	38032	AMAZON CAPITAL SERVICES INC	5,085.91
01	00051105	C	07/18/2024	113116	BRYSON SALES & SERVICE	149,859.00
01	00051106	C	07/18/2024	100293	DELL INC	147,781.18
01	00051107	C	07/18/2024	386370	HYKO SUPPLY CO	462.59
01	00051108	C	07/18/2024	68306	HYPO SOURCE	1,900.00
01	00051109	C	07/18/2024	25810	INSTRUCTURE, INC.	12,976.43
01	00051110	C	07/18/2024	109248	J W PEPPER MUSIC	3,726.05
01	00051111	C	07/18/2024	102451	LAF GRAPHICS	140.00
01	00051112	C	07/18/2024	1023	NUTTALL INC	2,999.00
01	00051113	C	07/18/2024	70165	PS COMMERCIAL PLAY	4,958.66
01	00051114	C	07/18/2024	2887	SECURE BY DESIGN	7,980.00
01	00051115	C	07/18/2024	23680	TES SOFTWARE INC	4,374.00
01	00051116	C	07/18/2024	866716	UCI ACCOUNTS RECEIVABLE	374.95
01	00051117	C	07/18/2024	134250	CEM SALES & SERVICE	2,076.75
01	00051118	C	07/18/2024	32824	YES PRINT COPY N MORE, LLC	685.96
01	00051119	C	07/29/2024	34576	RHONDA PACE	66.30
01	00051120	C	07/29/2024	109484	PUBLIC CONSULTING GROUPS INC	4,636.20
01	00051121	C	07/29/2024	60909	TRINA THOMSON	113.94
01	00051122	C	07/29/2024	8877	CHRIS THORNOCK	1,166.84
01	00051123	C	07/30/2024	999014	AFLAC / AMERICAN FAMILY LIFE ASSURANCE	145.13
01	00051124	C	07/30/2024	999014	AMERICAN FAMILY LIFE COMP	396.80
01	00051125	C	07/30/2024	999027	B E SCHOOL BOARD FUND	80.00
01	00051126	C	07/30/2024	999024	BOSTON MUTUAL LIFE INS CO - W	93.85
01	00051127	C	07/30/2024	999055	BOX ELDER FOUNDATION	170.00
01	00051128	C	07/30/2024	999033	BUREAU CHILD SUPPORT SERV	642.00
01	00051129	C	07/30/2024	65781	DELTA DENTAL INSURANCE COMPANY	5,706.67
01	00051130	C	07/30/2024	999021	ELEVATE CREDIT UNION	1,800.00
01	00051131	C	07/30/2024	999019	EMI HEALTH	98.51
01	00051132	C	07/30/2024	999017	GLOBE LIFE INSURANCE CO	45.36
01	00051133	C	07/30/2024	999035	HORACE MANN INSURANCE COMPANY	5,159.26
01	00051134	C	07/30/2024	51080	IDAHO DIV OF MANAGEMENT/CHILD SUPPORT	451.00
01	00051135	C	07/30/2024	999084	NATIONAL BENEFITS SERVICES LLC	2,113.29
01	00051136	C	07/30/2024	999008	OPTICARE	641.00
01	00051137	C	07/30/2024	999079	PUBLIC EMPLOYEES HEALTH P	124,193.32
01	00051138	C	07/30/2024	999032	PRE-PAID LEGAL SERVICES	135.60
01	00051139	C	07/30/2024	999018	THE HARTFORD	4,544.07
01	00051140	C	07/30/2024	999003	UTAH STATE TAX COMMISSION	44,560.85
01	02070924	M	07/01/2024	109177	UTAH DEPARTMENT OF WORKFORCE SERVICES	177.34
01	08073124	M	07/30/2024	999005	UTAH STATE RETIREMENT FUND	1,544,569.86
01	7073124A	M	07/30/2024	999070	HEALTH EQUITY INC	26,607.46
01	9072024A	M	07/30/2024	999140	BANK OF UTAH	82.42
01	9073124A	M	07/30/2024	999140	BANK OF UTAH	256,640.59
Total Bank: 01						\$4,093,567.04

Check Register Summary

Batch Year: 25 Bank: All Date Range: 07/01/2024 - 07/31/2024

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
02	00101346	C	07/11/2024	109542	UNIVERISTY OF UTAH	2,200.00
02	00101347	C	07/11/2024	891181	LB 410033	1,200.00
02	00101348	C	07/11/2024	891181	UTAH STATE UNIVERSITY/BRIGHAM CAMPUS	6,522.64
02	00101349	C	07/18/2024	104321	BOX ELDER SCHOOL DISTRICT	1,718.43
02	00101350	C	07/18/2024	891181	LB 410033	1,500.00
02	00101351	C	07/18/2024	30872	UTAH VALLEY UNIVERSITY	1,500.00
Total Bank: 02						\$14,641.07
11	01105733	A	07/11/2024	104132	BEAZER LOCK & KEY	26,319.20
11	01105734	A	07/11/2024	101520	BELL JANITORIAL	255.09
11	01105735	A	07/11/2024	106437	CARSON ELEVATOR CO INC	342.20
11	01105736	A	07/11/2024	134250	CEM SALES & SERVICE	2,270.55
11	01105737	A	07/11/2024	53473	CHARLIE'S PRODUCE	1,269.27
11	01105738	A	07/11/2024	60500	DOABLE WELLNESS	7,750.00
11	01105739	A	07/11/2024	728870	DOMINION ENERGY UTAH	8,848.97
11	01105740	A	07/11/2024	107656	DWA CONSTRUCTION INC	128,319.83
11	01105741	A	07/11/2024	110864	JEFF HUNT	36.00
11	01105742	A	07/11/2024	35718	O C TANNER RECOGNITION COMPANY	8,625.13
11	01105743	A	07/11/2024	60348	DAVID ROBERTS	175.76
11	01105744	A	07/11/2024	12688	SYSCO	8,147.44
11	01105745	A	07/11/2024	47686	TNT ENGRAVING	50.25
11	01105746	A	07/18/2024	53473	CHARLIE'S PRODUCE	1,448.46
11	01105747	A	07/18/2024	728870	DOMINION ENERGY UTAH	5,906.37
11	01105748	A	07/18/2024	107656	DWA CONSTRUCTION INC	615.25
11	01105749	A	07/18/2024	322776	GRAINGERS INC	168.08
11	01105750	A	07/18/2024	47686	TNT ENGRAVING	36.50
11	01105751	A	07/18/2024	100590	WAXIE SANITARY SUPPLY	754.88
Total Bank: 11						\$201,339.23
15	00000101	C	07/30/2024	12912	LIFETOUCH NSS	338.11
15	00000102	C	07/30/2024	110169	THE JUMPIN' COMPANY	410.00
Total Bank: 15						\$748.11
29	16800577	C	07/10/2024	104321	BOX ELDER SCHOOL DISTRICT	20.00
Total Bank: 29						\$20.00
33	30403052	C	07/30/2024	158220	COVER UP	1,746.80
33	30403053	C	07/30/2024	57223	SCHOOL CHECK IN / NAVIGATE 360	265.23
33	30403054	C	07/30/2024	67326	PIZZA PLUS OF TREMONTON	153.30
Total Bank: 33						\$2,165.33
34	30803596	C	07/08/2024	104321	BOX ELDER SCHOOL DISTRICT	7.00
34	30803597	C	07/08/2024	5908	WALMART COMMUNITY	152.16
34	30803598	C	07/23/2024	1	ELIZABETH ELLIS	150.00
34	30803599	C	07/23/2024	38032	AMAZON CAPITAL SERVICES INC	652.78
Total Bank: 34						\$961.94
35	40403331	C	07/12/2024	104321	BOX ELDER SCHOOL DISTRICT	56.12
35	40403332	C	07/12/2024	158220	COVER UP	448.00
35	40403333	C	07/12/2024	327480	GREER'S HARDWARE	81.48
35	40403334	C	07/12/2024	489240	KENTS MARKET PL/TREMONTON	56.93
35	40403335	C	07/12/2024	102470	THE BOOK TABLE	2,142.91
Total Bank: 35						\$2,785.44
36	40804525	C	07/10/2024	61794	LIMINEX, INC	625.00
36	40804526	C	07/10/2024	51063	SHRED IT STERICYCLE, INC	106.84
36	40804527	C	07/11/2024	104321	BOX ELDER SCHOOL DISTRICT	3,425.71
36	40804528	C	07/18/2024	35688	ALPHAGRAPHICS	231.32
36	40804529	C	07/18/2024	38032	AMAZON CAPITAL SERVICES INC	351.15
36	40804530	C	07/18/2024	104338	BOX ELDER HIGH SCHOOL	1,857.00
36	40804531	C	07/18/2024	52833	MANUVERING THE MIDDLE, LLC	900.00
36	40804532	C	07/18/2024	27383	UTAH RESTAURANT ASSOCIATION	20.00
Total Bank: 36						\$7,517.02
37	70414459	C	07/02/2024	1	HEIDI MCLEAN	80.00
37	70414460	C	07/02/2024	107102	BEAR RIVER BOWLING CENTER / THE GRILL	106.00
37	70414461	C	07/02/2024	41998	BEAR RIVER FLORAL & GIFTS	125.00

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
37	70414462	C	07/02/2024	104321	BOX ELDER SCHOOL DISTRICT	121.63
37	70414463	C	07/02/2024	104321	BOX ELDER SCHOOL DISTRICT	16,278.00
37	70414464	C	07/02/2024	158220	COVER UP	424.15
37	70414465	C	07/02/2024	37672	EWELL EDUCATIONAL SERVICES INC	350.00
37	70414466	C	07/02/2024	4790	HOME DEPOT CREDIT SERVICE	149.39
37	70414467	C	07/02/2024	3263	IMAGE MATTERS	396.05
37	70414468	C	07/02/2024	17620	LE BUS	8,775.00
37	70414469	C	07/02/2024	11665	LITTLE CAESARS PIZZA FUNDRAISING	1,032.00
37	70414470	C	07/02/2024	50121	KIRA MORTENSON	1,050.00
37	70414471	C	07/02/2024	70750	CRAIG CARROLL	182.00
37	70414472	C	07/02/2024	110339	NANCY PENCE	210.00
37	70414473	C	07/02/2024	28967	ROBOTICS ED & COMPETITION FOUNDATION	375.00
37	70414474	C	07/02/2024	70742	SADIE ROSE	3,035.00
37	70414475	C	07/02/2024	769715	SAM'S CLUB BUSINESS PAYMENTS	1,939.39
37	70414476	C	07/02/2024	7323	SQUARE ONE PRINTING	457.27
37	70414477	C	07/02/2024	5193	STEVE REGAN CO	52.36
37	70414478	C	07/02/2024	5932	VARSIITY SPIRIT FASHIONS	12,370.26
37	70414479	C	07/02/2024	5908	WALMART COMMUNITY	27.92
37	70414480	C	07/02/2024	32824	YES PRINT COPY N MORE, LLC	125.02
37	70414481	C	07/10/2024	38032	AMAZON CAPITAL SERVICES INC	802.69
37	70414482	C	07/10/2024	31658	BSN SPORTS	1,608.20
37	70414483	C	07/10/2024	327480	GREER'S HARDWARE	188.93
37	70414484	C	07/10/2024	109248	J W PEPPER MUSIC	96.25
37	70414485	C	07/10/2024	51764	JONES SHIRTS & SIGNS	1,495.34
37	70414486	C	07/10/2024	36200	RIVERTON HIGH SCHOOL	600.00
37	70414487	C	07/10/2024	489240	KENTS MARKET PL/TREMONTON	735.82
37	70414488	C	07/10/2024	52663	MADELINE MASSINGILL	1,700.00
37	70414489	C	07/10/2024	67326	PIZZA PLUS OF TREMONTON	8,486.13
37	70414490	C	07/10/2024	810361	STANDARD PLUMBING SUPPLY	38.49
37	70414491	C	07/10/2024	157371	STAPLES	98.05
37	70414492	C	07/10/2024	64904	KADIE SUE SUMMERS	26.24
37	70414493	C	07/10/2024	69035	TITAN SPORTING GOODS	367.50
37	70414494	C	07/10/2024	53252	WORKSPACE ELEMENTS	392.05
37	70414495	C	07/15/2024	104321	BOX ELDER SCHOOL DISTRICT	10,459.36
37	70414496	C	07/18/2024	1724	ACE HARDWARE TREMONTON	105.55
37	70414497	C	07/18/2024	38032	AMAZON CAPITAL SERVICES INC	679.08
37	70414498	C	07/18/2024	70840	ALLI ARCHIBALD	1,100.00
37	70414499	C	07/18/2024	109682	BYU BANDS	350.00
37	70414500	C	07/18/2024	67725	GEAR UP SPORTS	994.61
37	70414501	C	07/18/2024	56529	MCKINLEY HAWKES	1,308.00
37	70414502	C	07/18/2024	21989	IDAHO STATE UNIVERSITY	250.00
37	70414503	C	07/18/2024	102697	INTERCONNECT SERVICES INC	2,501.13
37	70414504	C	07/18/2024	66834	MOUNTAIN VALLEY PRINTING	701.85
37	70414505	C	07/18/2024	5924	PITNEY BOWES BANK INC RESERVE ACCOUNT	1,000.00
37	70414506	C	07/18/2024	110975	RIDDELL ALL AMERICAN SPORTS	609.95
37	70414507	C	07/18/2024	62510	JESSICA WAITE	80.00
37	70414508	C	07/18/2024	27812	WEISSMAN'S THEATRICAL SUPPLY	1,356.54
37	70414509	C	07/31/2024	1	KENDYL DRAKE	80.00
37	70414510	C	07/31/2024	38032	AMAZON CAPITAL SERVICES INC	1,875.44
37	70414511	C	07/31/2024	108473	CENGAGE LEARNING	2,175.00
37	70414512	C	07/31/2024	158220	COVER UP	1,219.00
37	70414513	C	07/31/2024	67725	GEAR UP SPORTS	2,222.80
37	70414514	C	07/31/2024	4790	HOME DEPOT CREDIT SERVICE	6,187.35
37	70414515	C	07/31/2024	33430	LEADING EDGE LAMINATING	209.94
37	70414516	C	07/31/2024	56499	ROBERT MILLER	2,258.50
37	70414517	C	07/31/2024	7277	PIONEER ATHLETICS	560.47
37	70414518	C	07/31/2024	28967	ROBOTICS ED & COMPETITION FOUNDATION	505.00
37	70414519	C	07/31/2024	103945	SKYWAY GOLF COURSE	3,168.00
37	70414520	C	07/31/2024	157371	STAPLES	46.76
37	70414521	C	07/31/2024	892964	UTAH STATE TAX COMMISSION	1,371.76
Total Bank: 37						\$107,673.22

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
38	70814475	C	07/08/2024	1	RHETT UDY	300.00
38	70814476	C	07/08/2024	112046	ACE HARDWARE - BRIGHAM	55.53
38	70814477	C	07/08/2024	38032	AMAZON CAPITAL SERVICES INC	2,883.25
38	70814478	C	07/08/2024	70734	TIM BENTLEY	250.00
38	70814479	C	07/08/2024	53457	BLACK STITCH LLC	600.00
38	70814480	C	07/08/2024	104370	BOX ELDER NEWS JOURNAL	158.40
38	70814481	C	07/08/2024	104321	BOX ELDER SCHOOL DISTRICT	137.91
38	70814482	C	07/08/2024	31658	BSN SPORTS	14,402.57
38	70814483	C	07/08/2024	4618	COLEMAN KNITTING MILL	4,023.00
38	70814484	C	07/08/2024	57789	DO GOOD DESIGNS UTAH	173.00
38	70814485	C	07/08/2024	65315	ANDI GARDNER	1,650.00
38	70814486	C	07/08/2024	489250	KENTS MARKET PL/BRIGHAM	328.75
38	70814487	C	07/08/2024	70700	MALLORY MERRILL	100.00
38	70814488	C	07/08/2024	44172	NORCO INC	866.02
38	70814489	C	07/08/2024	110975	RIDDELL ALL AMERICAN SPORTS	7,200.91
38	70814490	C	07/08/2024	19488	T SHIRT CHOP SHOP	3,186.00
38	70814491	C	07/08/2024	11193	THE PEAK OF UTAH	300.00
38	70814492	C	07/08/2024	60844	JESENIA WALKER	104.00
38	70814493	C	07/10/2024	104321	BOX ELDER SCHOOL DISTRICT	6,532.26
38	70814494	C	07/10/2024	107994	CERTIFIED SHRED	244.00
38	70814495	C	07/10/2024	103987	EWING IRRIGATION	1,029.60
38	70814496	C	07/10/2024	66010	ALEXIS HALES	386.25
38	70814497	C	07/10/2024	53015	MOUNTAIN PEAK VOLLEYBALL	900.00
38	70814498	C	07/10/2024	6149	THE LOGO SHOP	20,338.11
38	70814499	C	07/10/2024	5355	WHIPPLE SOUND LLC	75.00
38	70814500	C	07/10/2024	1	MCKELL RADER	30.00
38	70814501	C	07/10/2024	38032	AMAZON CAPITAL SERVICES INC	23.99
38	70814502	C	07/10/2024	23736	WEISSMAN	939.36
38	70814503	C	07/15/2024	104321	BOX ELDER SCHOOL DISTRICT	14,830.77
38	70814504	C	07/16/2024	104321	BOX ELDER SCHOOL DISTRICT	1,241.11
38	70814505	C	07/16/2024	51977	HONEYBUCKET	290.00
38	70814506	C	07/16/2024	109248	J W PEPPER MUSIC	60.00
38	70814507	C	07/16/2024	25119	SIZZLING PLATTER	27.96
38	70814508	C	07/16/2024	110975	RIDDELL ALL AMERICAN SPORTS	2,142.95
38	70814509	C	07/16/2024	39420	EMILY ZITO	50.00
38	70814510	C	07/16/2024	5908	WALMART COMMUNITY	438.40
38	70814511	C	07/22/2024	1	MARLENE RUGGLES	90.00
38	70814512	C	07/22/2024	38032	AMAZON CAPITAL SERVICES INC	24.96
38	70814513	C	07/22/2024	158220	COVER UP	441.45
38	70814514	C	07/22/2024	52817	ALEXIS LABRUM	1,200.00
38	70814515	C	07/30/2024	38032	AMAZON CAPITAL SERVICES INC	5,345.58
38	70814516	C	07/30/2024	104321	BOX ELDER SCHOOL DISTRICT	10,915.32
38	70814517	C	07/30/2024	31658	BSN SPORTS	162.47
38	70814518	C	07/30/2024	230	CAROLINA BIOLOGICAL	162.25
38	70814519	C	07/30/2024	158220	COVER UP	1,848.19
38	70814520	C	07/30/2024	102017	DAVIS HIGH SCHOOL	800.00
38	70814521	C	07/30/2024	37672	EWELL EDUCATIONAL SERVICES INC	389.00
38	70814522	C	07/30/2024	103987	EWING IRRIGATION	1,029.60
38	70814523	C	07/30/2024	4790	HOME DEPOT CREDIT SERVICE	251.37
38	70814524	C	07/30/2024	4871	LOGAN HIGH SCHOOL	500.00
38	70814525	C	07/30/2024	70890	OPTIMUM GRADING, LLC	475.00
38	70814526	C	07/30/2024	106074	PERFECTION LEARNING CORPORATION	2,827.44
38	70814527	C	07/30/2024	10731	SMITH'S CUSTOMER CHARGES	173.35
Total Bank: 38						\$112,935.08
39	77800602	C	07/10/2024	100550	JOSTENS INC	457.24
39	77800603	C	07/11/2024	104321	BOX ELDER SCHOOL DISTRICT	204.50
Total Bank: 39						\$661.74
40	11500065	C	07/23/2024	104321	BOX ELDER SCHOOL DISTRICT	410.00
Total Bank: 40						\$410.00

Check Register Summary

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
Total Computer Checks:						\$2,517,318.37
Total Manual Checks:						\$1,828,077.67
Total ACH Checks:						\$201,339.23
Total Other Checks:						\$0.00
Total Electronic Checks:						\$0.00
Total Computer Voids:						-\$1,310.05
Total Manual Voids:						\$0.00
Total ACH Voids:						\$0.00
Total Other Voids:						\$0.00
Total Electronic Voids:						\$0.00
Grand Total:						\$4,545,425.22
Number of Checks:						347

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25	000010	99,592.07
25	000011	100.56
25	000012	7,355.97
25	000013	38,937.83
25	000015	9,922.64
25	000016	85,407.75
25	000017	105,382.05
25	000018	68,607.26
25	000019	1,355,312.09
25	000020	94,140.37
25	000024	47,661.44
25	000035	36,719.34
25	000037	159.16
25	000039	14,830.77
25	000045	16,635.69
25	000046	29,505.22
25	000053	20.00
25	000054	457.24
25	000055	993.35
25	000056	731.84
25	000058	3,425.71
25	000059	204.50
25	000070	2,785.44
25	000077	3,359.47
25	000078	10,459.36
25	000081	20,291.17
25	000082	28,061.89
25	000083	9,005.75
25	000084	313,874.39
25	000085	615.25
25	000086	12,025.83
25	000089	28,573.01
25	000091	4,718.43
25	000096	3,812.02
25	000098	438.40
25	000110	11,036.71
25	000123	2,076.75
25	000125	685.96
25	000134	1,756.41
25	000136	5,983.28
25	000138	410.00
25	000143	802.78
25	000154	2,018,877.04
25	000167	748.11
25	000168	2,165.33
25	000169	24,879.57
25	000172	21,880.02

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**Box Elder School District
Out of State Travel Request**

School Bear River High

Organization/Team/Club/Etc. Girl's Wrestling

Purpose of Trip (Educational Value) A chance to compete with other teams from around the nation. Reno is a national tournament that will allow the girls to become All-Americans. There will be college coaches at the tournament looking to recruit prospective wrestlers. This tournament will allow these girls to get their names out there.

Destination Reno Nevada

Miles to be traveled (one way) 530 Miles.

Number of Students Traveling 14-16

Freshmen _____

Sophomore _____

Junior _____

Senior _____

Number of Adults (Chaperones) Traveling

3 Coaches

Departure Date Dec 19, 2024

Time 6:00 AM

Return Date Dec 22, 2024

Time 8:00 AM

Means of Travel _____ Bus _____ Van Other (please list) Charter Bus/Train

Anticipated Actual Cost of the Trip per Individual Student \$400

Anticipated Direct Cost to Each Student \$~~100~~¹⁰⁰

**THIS SECTION MUST BE COMPLETED AND SUBMITTED TO THE SUPERINTENDENT PRIOR TO
ADVERTISING FOR THE TRIP OR CONDUCTING THE REQUIRED PARENT SURVEY.**

List all methods of transportation that will be used and when they are being used
If we get a charter bus we will leave from the high school and return to the high school. Where the event will take place, it is in walking distance from the hotel.
If we take the train, we will have parents carpool to Salt Lake to the station. The event is within walking distance from the hotel. The train station is within walking distance (2 Blocks) from the hotel.
A copy of the parent survey must be submitted for approval prior to sending the survey to parents.

How will the survey be distributed? Parent Meeting

How will surveys be collected? After the Parent Meeting

Who will tabulate survey results? Head Coach and Athletic Director

Does the trip involve some type of performance or competition? Yes

Did the students have to qualify for this performance/competition? Yes

How? Yes, I am only taking our varsity team, each athlete must earn their varsity position through a wrestle off, the winner of the wrestle off will be the varsity wrestler and get the chance to compete at this tournament.

Signatures:

Organization/Team Leader/Coach Jason Bingham

Date 7/16/24

Principal David B. [Signature]

Date 7/16/24

Superintendent Approval to Proceed with Parent Survey and Final Trip Plans

Steve Cobb

Date 7-18-24

**Box Elder School District
Out of State Travel Request**

School Bear River High

Organization/Team/Club/Etc. Band & Choir

Purpose of Trip (Educational Value) The band and Choir will receive real-world opportunities in California at universities, shows, and theme parks for performance and experience in the world of music. Many of these opportunities aren't available in Utah.

Destination Southern California Miles to be traveled (one way) 1,000

Number of Students Traveling 150

Freshmen	<u>10</u>
Sophomore	<u>40</u>
Junior	<u>50</u>
Senior	<u>50</u>

Number of Adults (Chaperones) Traveling 20

Departure Date 6/1/2026 Time 7:00 pm

Return Date 6/6/2026 Time 1:00 pm

Means of Travel Tour Bus Van Other (please list) _____

Anticipated Actual Cost of the Trip per Individual Student \$1200

Anticipated Direct Cost to Each Student \$1200

**THIS SECTION MUST BE COMPLETED AND SUBMITTED TO THE SUPERINTENDENT PRIOR TO
ADVERTISING FOR THE TRIP OR CONDUCTING THE REQUIRED PARENT SURVEY.**

List all methods of transportation that will be used and when they are being used
Tour Bus entire time

A copy of the parent survey must be submitted for approval prior to sending the survey to parents.

How will the survey be distributed? Parent meeting

How will surveys be collected? Anonymous collection box

Who will tabulate survey results? Band/Choir Director (Mr. Walton)

Does the trip involve some type of performance or competition? Yes

Did the students have to qualify for this performance/competition? Yes

How? Audition

Signatures:
Organization/Team Leader/Coach [Signature]

Date 7/30/24

Principal [Signature]

Date 7/30/24

Superintendent Approval to Proceed with Parent Survey and Final Trip Plans
[Signature]

Date 7/31/24

Suggestions for Future Board Meetings

September 11, 2024 – (tentative)

- Walmart Grants Presentation
- Nucor Grants Presentation
- Swearing in of Student Board Member – David Roberts
- Bond Hearing
- Flexible Schedule Options
- Policy Review

October 9, 2024 – (tentative)

- Bond Hearing
- October 1 Enrollment Report – Emily Williams
- Exemption from Compulsory Attendance (Home School) – Steve Carlsen
- Approval of PBS Plans – Megan Bushnell
- RISE and Utah Aspire Plus Data – Jeff Morris
- Policy Review

November 13, 2024 – (tentative)

- Policy Review
- Report on BESD Foundation – Colleen Shaffer
- Complete MBA

December 11, 2024 – (tentative)

- Meeting with Legislators
- Approval of New Courses – Keith Mecham
- Audit Report – David Roberts
- Policy Review
- Busing Protocol for Courtesy Riders – David Roberts
- Building and Ground Rental and Supervision Policies – David Roberts

January 8, 2025 – (tentative)

- Approval of 2-year contract for Business Administrator
- First Public Comment on School Fees
- School Fees – Keith Mecham (Information Item)
- Review of Policies 1034 Board of Education Code of Conduct and 1035 Board Member Ethics
- AAPPL Data – Jeff Morris
- Policy Review
- Board Committee Assignments
- USBA Conference Report

February 12, 2025 – (tentative)

- Approval of Human Sexuality Curriculum – Keith Mecham
- Second Public Comment on School Fees
- Approval of School Fees – Keith Mecham
- FY 2026 Capital Improvement Plan – Corey Thompson
- Legislative Update – Steve Carlsen
- Policy Review

March 12, 2025 – (tentative)

- Negotiations Team Approval – Emily Williams
- Legislative Update – Steve Carlsen
- Policy Review

April 9, 2025 – (tentative)

- ESP Recognitions – Emily Williams
- College and Career Readiness Counseling Program (CCRCP) Approval – Alison Williams
- ACT Data – Jeff Morris
- Child Nutrition Report – David Roberts
- Energy Report – Mike Clark
- Policy Review
- Board Graduation Assignments

May 14, 2025 – (tentative)

- Retirement Recognitions – Emily Williams
- Administrative Association Recognitions - BEAA
- Approval of School Land Trust Plans –Keith Mecham and Heidi Jo West
- Approval of TSSA Plans – Keith Mecham and Heidi Jo West
- Approval of PBS (HB 58) Plans – Megan Bushnell
- Approval of 2023-2024 Board Meeting Calendar – Steve Carlsen
- Policy Review

June 11, 2024 – (tentative)

- Budget Hearing – David Roberts
- Approval of Budget – David Roberts
- Approval of 2023-24 Tax Rates – David Roberts
- Approval of Internal and Independent Auditors – David Roberts
- MBA Meeting – David Roberts
- Pick-up Contributions for Members of Contributory Retirement System – Emily Williams
- Tentative Ratification of Negotiated Agreement with BEAA – Emily Williams
- Tentative Ratification of Negotiated Agreement with BEEA – Emily Williams
- Tentative Ratification of Negotiated Agreement with BEESPA – Emily Williams
- Declaration of Open Enrollment Schools – Emily Williams
- Policy Review

- Sunrise High School Schedule Discussion

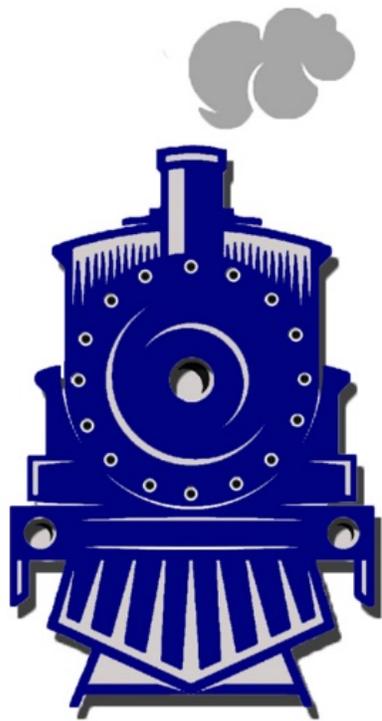
July 9, 2025 – (tentative)

- Approval of Sex Education Committee – Keith Mecham
- 2023-24 TSSA Plan Results – Keith Mecham and Heidi Jo West
- Bullying Report

August 13, 2025 – (tentative)

- Approval of Early Literacy Plan – Heidi Jo West
- Approval of Sex Education Committee – Keith Mecham
- AP Results – Jeff Morris
- Transportation Routing Software, Fuel Costs, Field Trip Issues – Jason Sparks
- Policy Review

BOX ELDER SCHOOL DISTRICT BOARD OF EDUCATION HANDBOOK



**BOX ELDER
SCHOOL DISTRICT**

Learning is Everything

REVISED
OCTOBER 9, 2019
BOX ELDER SCHOOL DISTRICT

Box Elder School District Board of Education Handbook Table of Contents

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BOARD OF EDUCATION HANDBOOK INTRODUCTION

This Board of Education Handbook has been developed to capture, in one place and in plain language, the primary operating procedures and governing principles of the Box Elder County 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 County 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 County School District Board of Education focused on its most important responsibilities:

1. The board delegates authority.
The board delegates authority to the superintendent to manage the district and provide leadership for the staff. Such authority is communicated through written policies that designate board ends and define operating limits.
2. The board monitors performance.
The board constantly monitors progress toward district goals and compliance with written board policies.
3. The board takes responsibility for itself.
The board, collectively and individually, takes full responsibility for board activity and behavior. Board deliberations and actions are limited to board work, not staff work.

[Utah Code § 53G-4](#)

Making School Board Decisions

State and federal laws, financial constraints, and local expectations must govern school districts. Nevertheless, decisions made by a local board of education create the environment in which a district will flourish or flounder.

Although the typical school board makes many different decisions, all of those decisions can be put into four general categories:

Policy decisions are the most important work of the board. The majority of a board's time should be spent on policy development, monitoring, and review. Written policies accomplish the following:

- articulate district direction and goals;
- delegate authority and define limitations on that authority;
- establish board processes, including those for monitoring progress toward district goals and ensuring compliance with laws and board policy.

The board is empowered to make policy decisions for district schools. Board members act as trustees for the community; therefore, policies are often understood as expressions of the community's aspirations for its public schools.

Problem solving decisions come in response to a crisis or opportunity that cannot be resolved by the superintendent or is not fully addressed in existing board policy. For example, in the face of declining enrollment, a typical school board would not expect its superintendent to make a final decision on which building to close. Although the superintendent would be expected to provide information and make recommendations, the school board would make the final decision, after deliberating alternatives and consulting policy statements.

Problem-solving decisions usually have isolated, one-time impacts. However, such decisions can establish a precedent that may have the force of policy. For example, a school board's decision to grant a benefit to one group of students may obligate it to grant the same benefit to another group in a similar situation.

Managerial decisions required of each local Utah school board are set forth in the statutes, most notably in [Utah Code § 53G-4-402](#). For example, a school board is required to do the following:

- implement the core curriculum
- administer tests,
- implement training programs,
- enroll children in school,
- establish school libraries, and

- establish school safety traffic committees
- ensure that school community councils receive the required annual training and review and approve the school improvement plans developed by the school community councils.

With few exceptions, managerial duties are delegated to the superintendent. Where there is good communication and high level of trust between the board and superintendent, combined with sound policies that set directions and establish parameters, routine managerial duties will consume only a small amount of time at public board meetings. Legally required board actions can usually be accomplished through approval of consent agendas.

School boards must learn to distinguish policy decisions from problem-solving decisions. Sometimes this is challenging but, in general, boards that emphasize policy development will need to make fewer decisions in response to routine problems. Superintendents who have strong policy guidance are able to resolve a wider array of problems without bringing them to the board for action. Good policy development and review processes allow boards to operate at the systemic level - dealing with mission, purpose, direction, and results.

Conversely, boards without up-to-date written policies often find their meetings running late into the night. Their superintendents must bring numerous issues for discussion and action, which wastes time and yields inconsistent results.

Personnel decisions represent a special category of managerial decisions. Most school boards delegate personnel matters to the superintendent and use policies to express their desired standards for hiring, evaluation, compensation, discipline, and dismissal. This approach avoids the quagmire of wrestling directly with hiring or disciplining employees other than the superintendent and business administrator. Personnel actions, therefore, are usually found on the consent agenda, because a board is required by law to approve all employment contracts, salaries, benefits, and dismissals.

The superintendent is an appointed public official, the district's chief executive, and an employee of the board. Only the board can employ, evaluate, discipline, or dismiss the superintendent.

Holding Closed Meetings

A closed meeting may be held if:

1. A quorum is present.
2. The meeting is an open meeting for which specific notice for a closed meeting has been given with the stated purpose defined.

3. Two-thirds of the members present vote to close the meeting. Voting must be taken by roll call. Name and vote.

Minutes of the closed meeting shall contain:

1. Reason for holding the meeting.
2. Location of the meeting.
3. Vote by name, of each member of the board, either for or against the motion to hold the closed meeting.

Purpose of a closed meeting:

1. Discussion of the character, professional competence, or physical or mental health of individual.
2. Strategy sessions to discuss collective bargaining.
3. Strategy sessions to discuss pending or reasonably imminent litigation.
4. Strategy sessions to discuss the purchase, exchange, or lease of real property including any form of a water right or water shares if public discussion of the transaction would:
 - a. Disclose the appraisal or estimated value of the property under consideration; or
 - b. Prevent the board from completing the transaction on the best possible terms.
5. Strategy sessions to discuss the sale of real property, including any form of water right or water shares if public discussion of the transaction would:
 - a. Disclose the appraisal or estimated value of the property under consideration; or
 - b. Prevent the board from completing the transaction of the best possible terms.
6. Discussion regarding deployment of security personnel, devices or systems.
7. Investigative proceedings regarding allegations of criminal misconduct.

A Board may not interview a person applying to fill an elected position in a closed meeting.

Record of closed meetings:

1. A recording shall be made of the closed portion of the meeting.
2. Detailed written minutes may be kept that disclose the content of the closed portion of the meeting.
3. A recording of a closed meeting shall be complete and unedited from the commencement of the closed meeting through adjournment.
4. The recording and any minutes of a closed meeting shall include:
 - a. Date, time, and place of the meeting.
 - b. Name of the members present and absent.
 - c. Names of all others present except where the disclosure would infringe on the confidentiality necessary to fulfill the original purpose of the closing the meeting.
5. No recording or minutes will be taken if the purpose of the closed meeting is for the discussion of the character, professional competence, or physical or mental health of an individual.

- a. A sworn statement must be signed by the presiding member of the board that the sole purpose for closing the meeting was to discuss the character, professional competence, or physical or mental health of an individual.

Collaborative Relationships: Shared Governance

The Box Elder County 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 (see [20 U.S.C. § 1232g](#); [34 C.F.R. Part 99](#); and [Utah Code § 53E-9 et seq.](#));
7. Attend Board meetings, insofar as possible, being informed and prepared to discuss and act upon the items on the Board agenda;
8. Conduct Board business in compliance with the [Utah Open Meetings Act \(Utah Code § 52-4-1 et seq.\)](#);
9. Exercise Board authority exclusively to perform legislative and judicial functions;
10. Encourage free expression of opinion and seek regular communication and feedback from the public;
11. Work toward consensus in Board decision making and foster respectful and civil working relationships with other Board members and with the superintendent and District staff while recognizing the value of diverse perspectives and differences of opinion; and
12. Strive to be effective educational leaders by participating in professional development, studying education issues, fulfilling assigned Board duties, building relationships with community organizations and leaders, communicating with constituents, and advocating for public education.

A. Board of Education Code of Ethics

1. Members of the Board may receive compensation for services and necessary expenses in accordance with [Utah Code § 53G-4-204](#). For purposes of Utah Retirement Systems (URS) coverage, however, duly elected members of the Board are classified as part-time employees and ineligible for URS benefits.
2. Members of the Board may not use their position, or information acquired by reason of their position, for any improper or unlawful purpose including substantially furthering personal economic interests or securing special privileges or benefits for themselves or others that would impair the members' independent judgement or interfere with the ethical performance of the members' duties in

violation of [Utah Code, § 67-16-4](#).

3. The Board will officially accept gifts and donations on behalf of the District; such acceptance, however, shall not obligate the Board to act in any way contrary to the best interests of students and the public. Further, the Board or its members shall not request, demand, or accept personally or on behalf of the District, a loan, donation, gift of substantial value, or an economic benefit tantamount to a gift in violation of [Utah Code §§ 67-16-5 to 5.6](#)
4. The Board and its members shall not misappropriate or misuse public funds or resources and shall be responsible fiscal managers of public funds. Expenditure of public funds shall only be made in accordance with federal or state law and District policies.
5. Members of the Board shall disclose any compensation or any position (whether officer, director, agent, employee, or owner of a substantial interest) in any business entity that does business with or is subject to the regulations governing the District or other public agency in a sworn affidavit and file it with the state attorney general, the District, and any other agency involved in the business or transaction consistent with [Utah Code §§ 67-16-6 to 8](#). Further, members of the Board shall have no personal investments and/or conduct any business creating a substantial conflict of interest between Board members' private interests and their public duties in violation of [Utah Code § 67-16-9](#).
6. Members of the Board shall maintain the confidentiality of information obtained in executive session or other confidential information otherwise obtained in an official capacity.
7. Members of the Board have no individual authority to act on behalf of the Board and the Board only exercises its authority as a body by taking official action through voting in a duly scheduled Board meeting. Individual Members of the Board should not speak on behalf of the Board without prior Board approval.

Members of the Board shall abide by state and federal laws and District policies and refrain from personal or professional conduct that would bring censure, ridicule, damage, or reproach upon the Board or the District.

Disciplining Board Members

If a member of the Board of Education violates the Code of Conduct or the ethical assurances outlined in [Board Policies 1034](#) and [1035](#), the board president and vice president will speak to that member about his or her responsibilities. If disruptive or destructive behavior occurs, the board may issue a formal reprimand by a vote of five members.

Policies Governing the Board

Detailed information about the board's process of conducting meetings and other guidance around board operation can be found in [School Board Policy Article 1](#).

Links to other helpful resources, including specific citations to Utah Code, are included with the appropriate policy on the district's website.

Guidelines and Parliamentary Motions

The following guidelines and examples have been taken from the Utah School Boards Association book titled *Coming to Order*, which is available on the USBA website. The Box Elder School District Board of Education appoints a Business Administrator who serves as the board's parliamentarian:

1. A board should agree on and adopt an agenda format that it will follow at regular meetings.
2. Action items on the agenda require:
 - a motion by a board member,
 - a second to the motion (required by most boards but not all),
 - a discussion of the motion by board members, and
 - a vote by board members.
3. Other than the consent agenda, each motion should be limited to one idea or issue.
4. No new motion may be made while another is being discussed.
5. A motion may be amended and votes on the amendments must be taken before acting on the original motion.
6. Before a vote on a main motion is taken, business can be interrupted by a motion:
 - to table the main motion,
 - to postpone action,
 - to refer the motion to a committee,
 - to withdraw it from consideration, or
 - to adjourn the meeting.

The subsidiary motions must be disposed of prior to action on the main motion.
7. Debate can be closed formally with a motion to move the question and a two-thirds affirmative vote.
8. When a Board member wishes to speak in board meeting, he/she should request to be recognized by the Board President before speaking. He/she may gain recognition by the President by raising a hand or speaking audibly, "Mr./Mrs. President". Once recognized the Board member should address the Board.

9. When the president senses the discussion has ended, a vote may be taken without a formal motion to close debate unless a member objects.
10. Some motions, such as a motion to adjourn, are not debatable. See the “Simplified Chart of Parliamentary Motions” on page 10.
11. Before a motion is voted upon, it should be repeated aloud.
12. The president, by virtue of membership on the board, is expected to vote on each issue before the board.
13. The president should indicate before each vote whether a simple or special majority is required.
14. The president should keep readily at hand a reference guide, such as the chart of parliamentary motions.

Simplified Chart of Parliamentary Motions

Motion & Order of Precedence	You Say:	Debatable	Amendable	Vote Required
Adjourn	I move to adjourn	No	No	Majority
Recess	I move to recess for	No	No	Majority
Close Debate	I move the previous question	No	No	2/3
Postpone Definitely	I move to postpone the motion to	Yes	Yes	Majority
Refer to Committee	I move to refer the motion to	Yes	Yes	Majority
Amend the Amendment	I move to amend the amendment by	Yes	Yes	Majority
Amend or substitute	I move to amend the motion by	Yes	Yes	Majority
Main motion	I move to	Yes	Yes	Majority
Reconsider		Yes	Yes	Majority
Rescind		Yes	Yes	Majority (with notice)

Incidental Motions				
No order of precedence. Arise incidentally and decided immediately				
Point of Order (to enforce rules)	Point of Order	No	No	None
Parliamentary Inquiry	Parliamentary questions	No	No	None
Withdraw or Modify a Motion	I withdraw (or modify) my motion	No	No	Majority

Board Policies Relevant to Board of Education Legal Status, Responsibilities, and Ethics

Policy 1010 School Board’s Legal Status

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371387/1010-School_Board_Legal_Status.pdf

Policy 1020 Board Power and Duties

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371388/1020-Board_Powers__Duties.pdf

Policy 1025 Administration Relations

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371389/1025-Administration_Relations.pdf

Policy 1034 Board of Education Code of Conduct

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371392/1034-Board_of_Education_Code_of_Conduct.pdf

Policy 1035 Board Member Commitments and Ethics

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371393/1035-Board_Member_Commitments_and_Ethics.pdf

Policy 1036 Conflict of Interest: Board Member and Employee

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371394/1036-Board_Member_Employee_Conflict_of_Interest.pdf

Policy 1037 Employment/Assignment of Relatives (Nepotism) (Reference - [Utah Code 52-3](#))

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371395/1037-Employee_Assignment_of_Relatives.pdf

Board Policies Relevant to School Board Meetings

Policy 1070 Board Meeting Procedures

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371399/1070-Board_Meeting_Procedures.pdf

Policy 1072 Board Meetings: Notice Requirements

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371400/1072-Board_Meetings_Notice_Requirements.pdf

Policy 1074 Board Meetings: Closed Meetings

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371401/1074-Board_Meetings_Closed_Meetings.pdf

Policy 1080 Board Committees

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371402/1080-Board_Committees.pdf

Policy 1090 Rules of Order

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371403/1090-Rules_of_Order.pdf

Policy 1100 Minutes

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371404/1100-Minutes.pdf

Policy 1110 Public Participation in Board Meeting

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371405/1110_Public_Participation_in_Board_Meeting.pdf