BOARD OF EDUCATION
REGULAR SCHOOL BOARD MEETING
Detailed Agenda
Wednesday, June 11, 2025
ILSC Building, 960 South Main, Brigham City,
Utah 84302

"Always consider the effects on our students."

A. **If ADA accessibility is needed to attend this meeting, please contact the District Office at 435-734-4800 before 4:00 p.m. the day prior to the meeting.**

B. **Work Session** - **5:30 p.m.**

1. **Facilities Advisory Community Council Meeting Debrief**
   a. Reconfiguration
   b. Information from Committee Members Via Board Members
2. **July Board Work Session**
3. **Explain Approval of 2024-25 Tax Rates**

Neil Stevens, Business Administrator

C. **Administrative** - **6:30 p.m.**

1. **Call to Order**

Tiffani Summers, Board President

2. **Reverence**

Heidi Jo West, Assistant Superintendent of Elementary Teaching & Learning

3. **Flag Salute/Pledge of Allegiance**

Keith Mecham, Asst. Superintendent of Secondary Teaching & Learning

4. **Recognitions**

Stephanie DeFilippis, Board Member

   a. BRHS Softball Coach and Team - 2025 4A State Champions
   b. BRHS Girls' Lacrosse Coach and Team - 2025 4A State Champions
   c. Kristy Edgington, Teacher at Three Mile Creek Elementary - Nominated for USBE Outstanding Teacher of the Year

D. **Approval of Agenda** - **6:45 p.m.**

E. **Public Comment** - **6:50 p.m.**

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

F. **Second Public Comment on School Fees** - **7:00 p.m.**

Keith Mecham, Asst. Superintendent of Secondary Teaching & Learning

G. **Action Items** - **7:10 p.m.**

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   Neil Stevens, Business Administrator
4. **Approval of Internal and Independent Auditors** **107**
   Neil Stevens, Business Administrator
5. **MBA Meeting** **108**
   Neil Stevens, Business Administrator
6. **Pick-up Contributions for Members of Contributory Retirement System** **109**
   Neil Stevens, Business Administrator

7. **Closed Session to Discuss Collective Bargaining and Sale or Lease of Real Property**
8. **Tentative Ratification of Negotiated Agreement with BEAA, BEEA, BEESPA** **110**
Coerina Fife, Executive Director of Personnel and Title IX
9. **Approval of LEA Mental Health Screening Grant Participation Determination** **114**
Megan Bushnell, Student Services Director
10. **Declaration of Open Enrollment Schools** **116**
Megan Bushnell, Student Services Director
11. **Approval of School Fees** **118**
Keith Mecham, Asst. Superintendent of Secondary Teaching & Learning
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Keith Mecham & Heidi Jo West, Assistant Superintendents of Curriculum

H. **Information Items** - **8:10 p.m.**
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K. **Suggestions for Future Board Meetings - 8:40 p.m.** **520**

L. **Upcoming Events:**
1. **Tour of District Office - Wednesday, July 9, 2025 at 1:30 p.m.**
2. **Board Work Session - July 9, 2025 at 2:00**
3. C.1. Vision and Discussion on How to Best Use This Position - (1 hour)
4. C.1.a. Brainstorming
5. C.2. Discuss Proposal to Add on to Two High Schools and Build New Elementary School - (2 hours)
6. C.3. Discuss Breakfast Meeting with City and County Leaders Held on June 25, 2025 - (30 min.)

M. **Board Handbook** **523**

N. **Adjournment - 8:35 p.m.**

The next meeting of the Board of Education will be held on Wednesday, July 9, 2025, 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.

PUBLIC NOTICE
Box Elder School District
Legal Notice – Budget Hearing

In accordance with Section 53G-7-303 Utah Code Annotated, the Box Elder School District will hold a public budget hearing on Wednesday June 11, 2025 at 6:45 p.m. at the ILSC Building, located at 960 South Main, Brigham City, Utah. This budget hearing will include a revision of the 2024-2025 budget and the adoption of the 2025-2026 budget.

A copy of the proposed budget is on file in the office of the Business Administrator. It is also available on the District website https://www.besd.net/page/business-department

The public is invited to attend this budget hearing.

Board of Education
Box Elder School District
By: Neil Stevens
Business Administrator

Box Elder School District
Annual Budget Recommendation

June 11, 2025

Recommendation:
It is recommended that the board approve the revised 2024-25 budget and the tentative 2025-26 budget, pending truth in taxation proceedings, as presented.

Recommended Motion:
I make the motion to approve the revised 2024-25 budget and tentative budget as presented for the 2025-26 Fiscal year, pending truth in taxation proceedings, *along with the certified tax rates.*

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

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

Policy Implications:
None

Financial Implications:
The implications are outlined in the budget document and presentation. The tentative budget does include a tax increase for the 2025-2026 fiscal year. Tax increases will be used to increase employee compensation and to also raise capital funds to construct school buildings.

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

BOX ELDER SCHOOL DISTRICT

Learning is Everything

960 South Main
Brigham City, Utah

Revised Budget 2024-2025

&

Tentative Budget 2025-2026

June 2025

Prepared May 31, 2025

BOX ELDER SCHOOL DISTRICT

ANNUAL BUDGET REPORT

This report includes the:

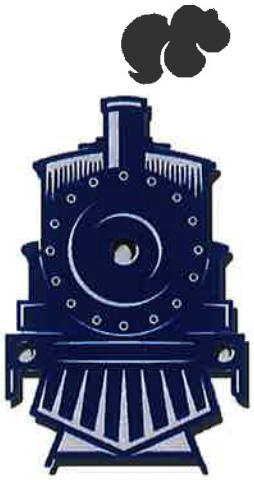
PROPOSED ANNUAL BUDGET

For the Fiscal Year Ending June 30, 2025

AND the

FINAL LEGAL BUDGET

For the Fiscal Year Ended June 30, 2025



Steven Carlsen, Superintendent of Schools
Neil Stevens, Business Administrator
Sherri Harper, Accounting Supervisor

This report as prepared by:
Neil Stevens and Sherri Harper with the help of the Business Services Department

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Introduction

Box Elder School District
Budget Revision June 2024-25
Preliminary Adoption 2025-2026

INTRODUCTORY SECTION:

BOARD OF EDUCATION

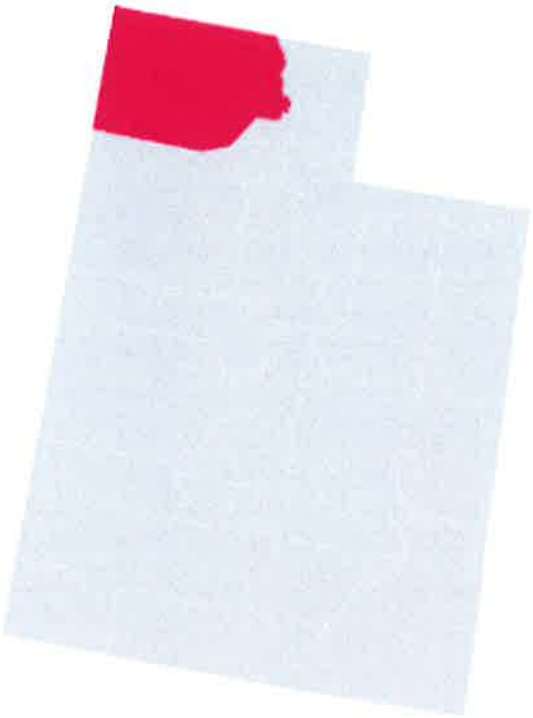
Tiffani Summers	President
Danielle Wright	Vice President
Karen Cronin	Member
Stephanie DeFilippis	Member
Bryan Smith	Member
Wade Hyde	Member
Julie Taylor	Member

ADMINISTRATION

Steve Carlsen	Superintendent of Schools
Heidi Jo West	Assistant Superintendent, Elementary Teaching and Learning
Keith Mecham	Assistant Superintendent, Secondary Teaching and Learning
Neil Stevens	Business Administrator
Coerina Fife	Executive Director of Personnel/Title IX
Catherine Allen	Executive Director of Special Education
Robert Gordon	Director of Technology
Ben Wiley	Director of Applied Technology
Jeff Morris	Director of Assessment
Corey Thompson	Director of Facilities Management
Neil Steves	Director of Child Nutrition
Jason Sparks	Director of Transportation
Megan Bushell	Director of Student Services
AshLee Nelson	Director of Literacy and Instructional Support

Executive Summary

Box Elder School District is an independent entity consolidated in 1907 for the purpose of public education. The school district is governed by a Board of Education that is elected by the public. The district boundaries cover all of Box Elder County in northwestern Utah, with the major cities being Brigham City and Tremonton City. The district serves approximately 12,200 Students.



Budget Presentation

Budgets are presented on a modified accrual basis of accounting for all governmental fund types, which include the following:

Fund #	Name
10	General Fund (M & O)
21	Student Activity
26	Redevelopment Agency Recognition Fund
31	Debt Service (Bond)
32	Capital Outlay (Capital Projects)
49	School Lunch

Other Funds included in the budget are as follows:

(Primarily Fiduciary Funds)

75	Foundation Fund
76	Agency Fund

A budget of all estimated revenues and expenditures for the school district is required by law. The budget functions as the operational guide for the fiscal year, and as more information becomes available, the budget is revised following board policies and state law. State law requires that all funds balance. The business department continually monitors expenditures and meets with directors to maintain control and facilitate communication with departments on revenue and expenditures.

Budget Development

Budget development begins as soon as the final balances are verified by the audit. The formal process begins the end of March as numbers from the legislature are published by the Utah State Office of Education. The District Administrative Team collaborates on developing the initial draft of the budget assuring legality and congruency with established school district mission and goals. In the meantime, the District Administrative Team negotiates with employee groups. Requirements are balanced against resources and the initial budget is consolidated.

As required by state law, the initial budget is on file for public perusal for 10 days before board adoption. The budget is officially adopted at a public hearing in June. If a tax increase is requested, the public hearing takes place in August which is required by law. Once adopted, the document becomes the official budget and the district's operating plan.

Revenue

Box Elder School District receives 53.22% of its total revenues from the state, 39.21% from local taxes and fees, 7.57% from the Federal Government. (2024 audited figures, All Funds) (See Exhibit I)

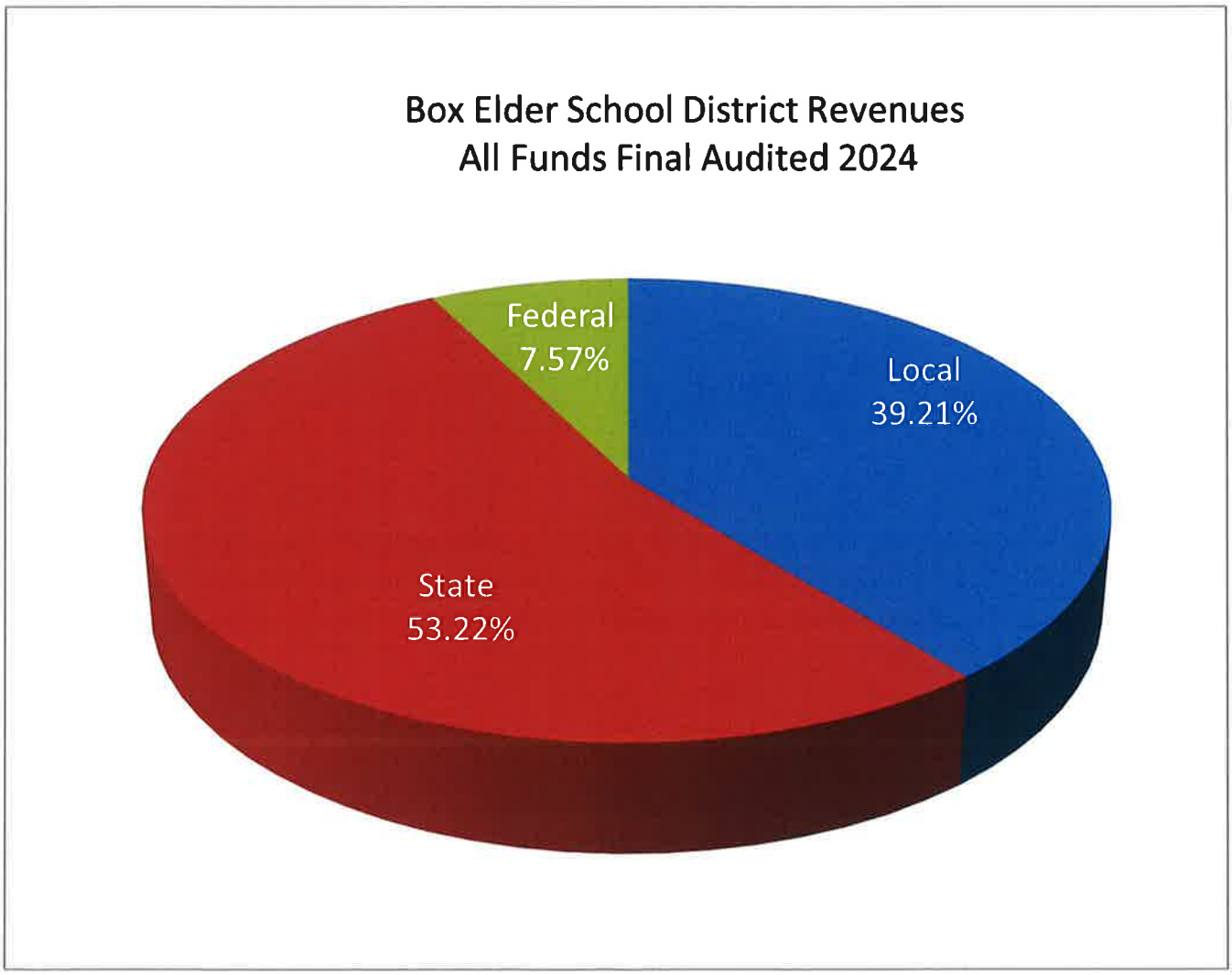


Exhibit I

This budget was prepared using $4,674 per weighted pupil unit for the 2025-26 school year. Allocations from other sources are typically restricted in use for specific programs. Projected interest earnings will be budgeted at 3.5% for this school year.

Expenditures

Expenditures are largely committed to human resources for instruction and support in education. Salaries make up 51.02% of total spending, benefits 19.83%, supplies 10.26%, purchased services 6.26%, property 6.03%, and other including debt 6.59% (2023 audited figures, All Funds, See Exhibit II)

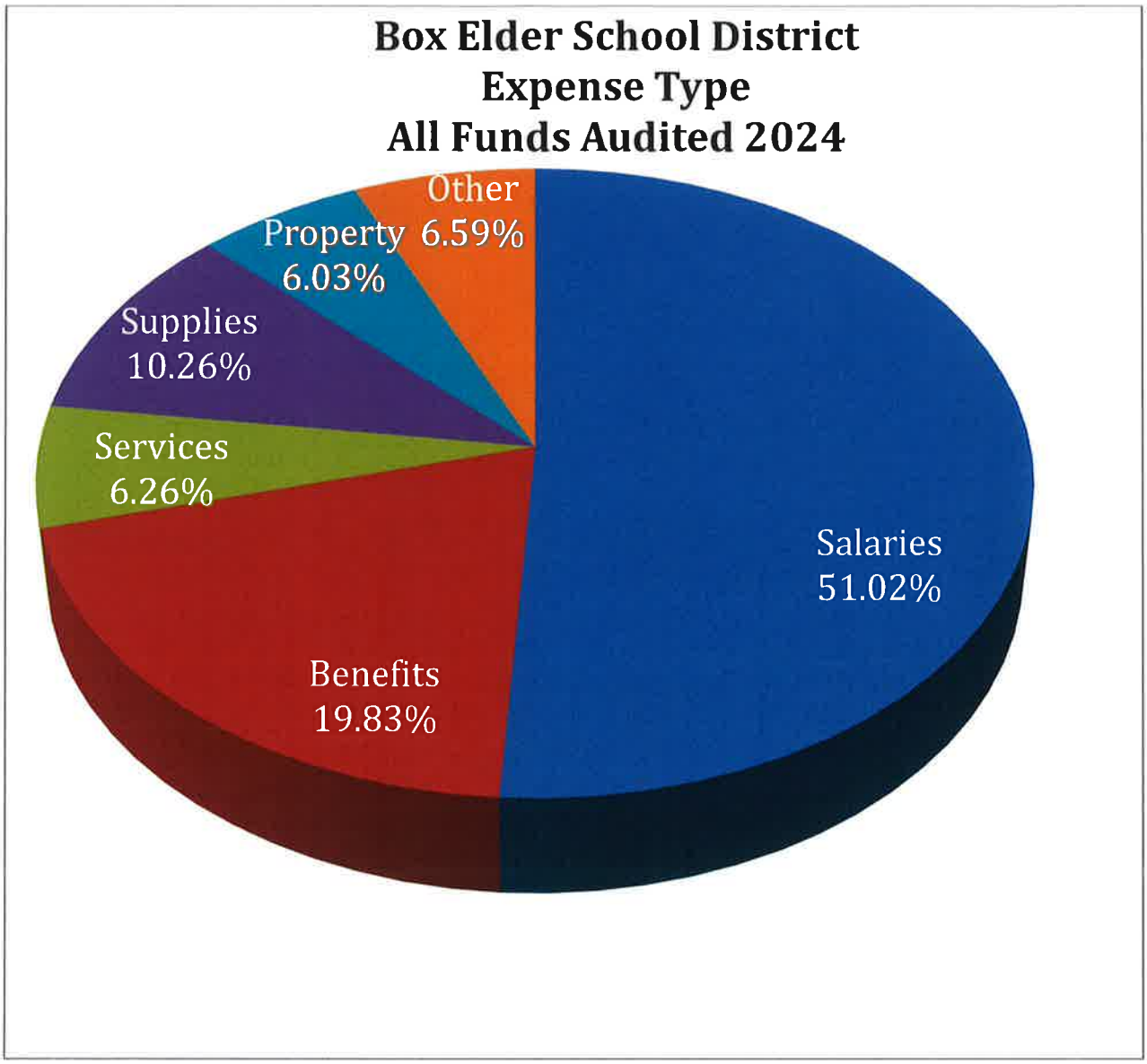


Exhibit II

Fund Balances

At the end of the year, any unspent state program balances are required by law to be set aside for future spending in that program. The allowed balances are regulated by the program requirements. These balances are referred to as Unearned Fund Balances because they have been earmarked and

restricted for future use for the specific programs and cannot be spent for general education. (Unearned Revenue has replaced Restricted Fund Balance to show State Balances as of 21-22.) Committed Fund Balances are funds set aside by the board for designated purposes and Assigned Fund Balances are funds set aside by management for restricted purposes.

Fund Balance and Retained Earnings

The Unassigned Fund Balance refers to the balance in the fund after receiving all revenue and paying expenditures. This balance can be allocated to the emergency reserve or other reserves as authorized by the board. In the private sector these fund balances are known as retained earnings. This balance can be allocated to the emergency reserve or other reserves as authorized by the board. Any unallocated funds are budgeted into the next year's budget in the same fund.

Student Count and WPU

The State of Utah allocates an equal amount of funds per student to ensure equal access to education for all students. The WPU value for 2026 is $4,674, increase of 4%. Therefore, Box Elder School District is guaranteed a base amount per student even though the tax revenue in our county does not raise that much money. The district is expecting to receive approximately $55.5 million dollars in equalization (WPU) money for the 2025 year, about $11.2 million of which is local taxes raised by the Basic Rate. The district had a fall enrollment of 12,284 (October 1, 2023). The state fall enrollment estimate is 12,244 (October 1, 2024), which represents -.3% decrease over the fall enrollment of 12,284 (October 1, 2023). The budget for 2026 is built on 12,056 Weighted Pupil Units (WPU) with an increase of 55 WPU's from the May 2025 final allocations.

Property Taxes

The budget was built on a valuation of $7.7 billion in Box Elder County, excluding redevelopment. Each year the district must determine a "certified tax rate" based on the assessed valuation estimate provided by the State Tax Commission. The certified tax rate is that rate which provides the same property tax revenue as was collected during the current year, plus taxes on new growth in the county and for any new additional revenue. The certified rate for 2025 will be available on June 22, 2026.

The **estimated** approved tax rate for 2025 is .007347 or $10.13 per $1,000 of assessed valuation. Homeowners receive a 45% discount on property taxes. The owner of a median priced home in Box Elder County of $465,000 primary residence will pay an estimated $1,506 in property taxes for schools. This is up from $1,114, a $392 increase for the new tax year. As current debt is retired this amount will decrease less than $180 per home. It is currently estimated that .001408 or $1.41 per $1,000 of this total will be required by the state as a basic rate for education equalization throughout the state. This is part of the equalization formula for the Weighted Pupil Unit in Utah. Tax rates will be set when state figures become available using this budget as a guide.

Capital Projects

The preliminary budget for 2025-26 includes the Capital Outlay Fund budget, includes expenses for school construction, ongoing building maintenance, bus, computer and other equipment replacement. An initiative to continue to put portable computers in the hands of students from 6th grade through 12th grade is also included, as well as implementing a plan to put touch screen one on one devices in

the hands of kindergarten students. A phased replacement and/or update of security cameras is also continuing and budgeted into capital costs in Information Technology.

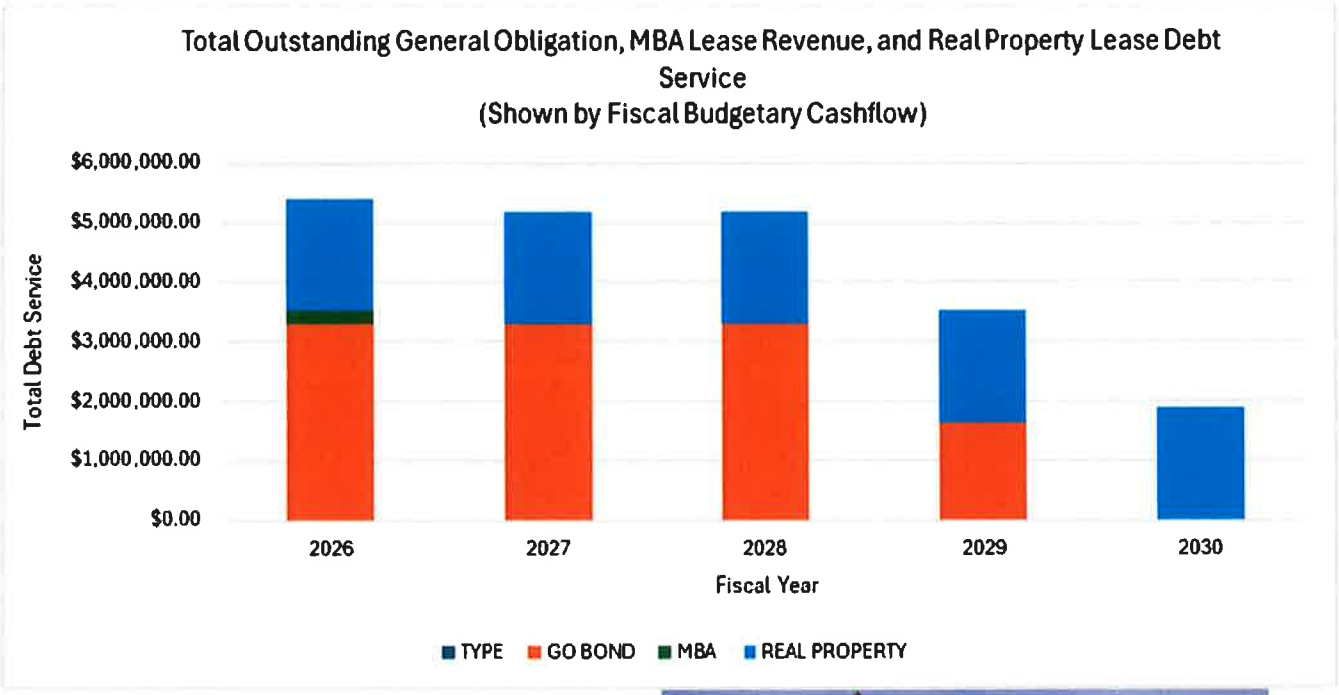
School District General Financial Information 2025-26

In 2025-26 the state increase in the value of the Weighted Pupil Unit (WPU) funding has been approved by the legislators to be 4%. Our budget includes a 4% Cost of Living increase for certified staff and 4% for Educational Professional Support Staff plus step and lane increases for all employees at an average increase of 6.2%. There is 1.53% anticipated Health and Accident Insurance increase in premiums for the 2025-2026 Fiscal Year, a 1.53% cost increase for Box Elder School District employees one of the lowest increases in the State. The increased revenue is mostly a result of statutory required inflation adjustment in the value of the WPU equal to 4%. The projected economic growth for the State of Utah in 2025 is 4.5%

Budget Highlights for the 2025-26 Fiscal Year

The budget presented includes the following items:

- Revenue from the state as outlined in the financial section plus federal and local revenue.
- Pickup of the district portion of retirement for employees in the old Utah State Contributory Retirement System.
- Cost of Living adjustments, step and lane increases and any increases in health insurance costs for all qualifying employees.
- The lease payment for the Municipal Building Authority subsidized QZAB (Qualified Zone Academy Bonds) for a portion of the Fielding Elementary School financing, the General Obligation bond, Real Property Lease.
- An increase in the cost of utilities and fuel has been budgeted.



Utah Legislative Highlights

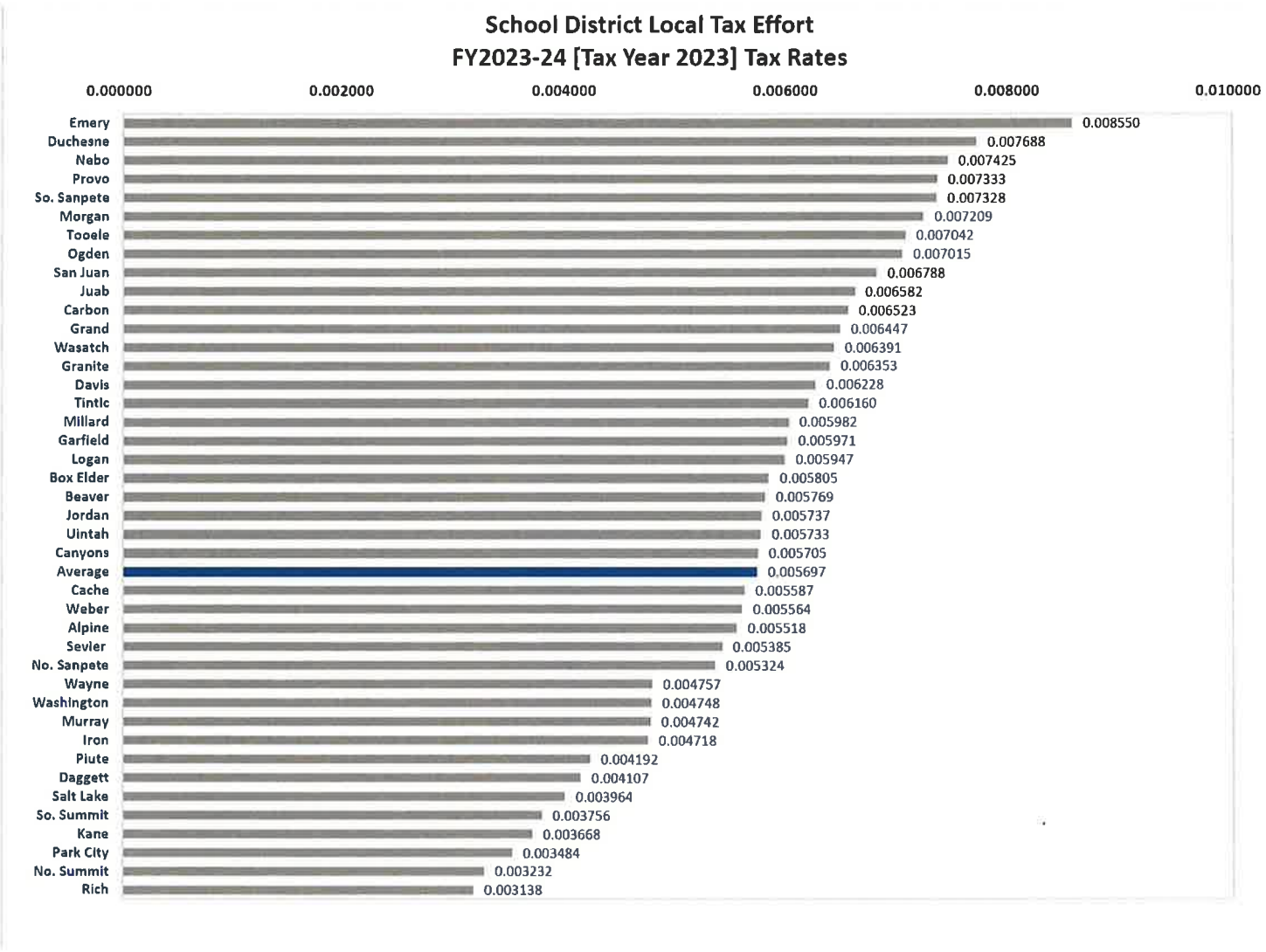
The following are major estimations to Box Elder School District general fund:

- Public Education -- $178.6 million to increase the WPU Value by 4.0% to $4,674 for FY 2026, up from $4,443 in FY 2025, $40.0 million for scholarships, and $417.0 million in one-time projects from the Public Education Economic Stabilization Account.
- $100.1 million increase to Ongoing Enrollment Growth.
- $16,322,300 ongoing increase to implement the provisions of HB396 Small School District Scale of Operations Formula.
- $269,269,300 ongoing program reduction for reallocation: Professional Staff.
- $4,208,200 ongoing program reduction: Career & Technical Education District Add-On (CTE Student Organization and Career Awareness)
- $3,441,700 ongoing program reduction: Special Education Impact Aid.
- $7,327,000 one-time to continue Grow your Own Teacher and Counselor Pipeline Program.
- $269,269,200 ongoing reallocation from Professional Staff to Flexible Allocation.
- $4,205,000 ongoing reduction from Flexible Allocation.
- $3,935,000 ongoing reduction for reallocation from Digital Teaching and Learning.
- $600,000 one-time funding to implement the provisions of SB099 Excellence in Education and Leadership Supplement Amendments.

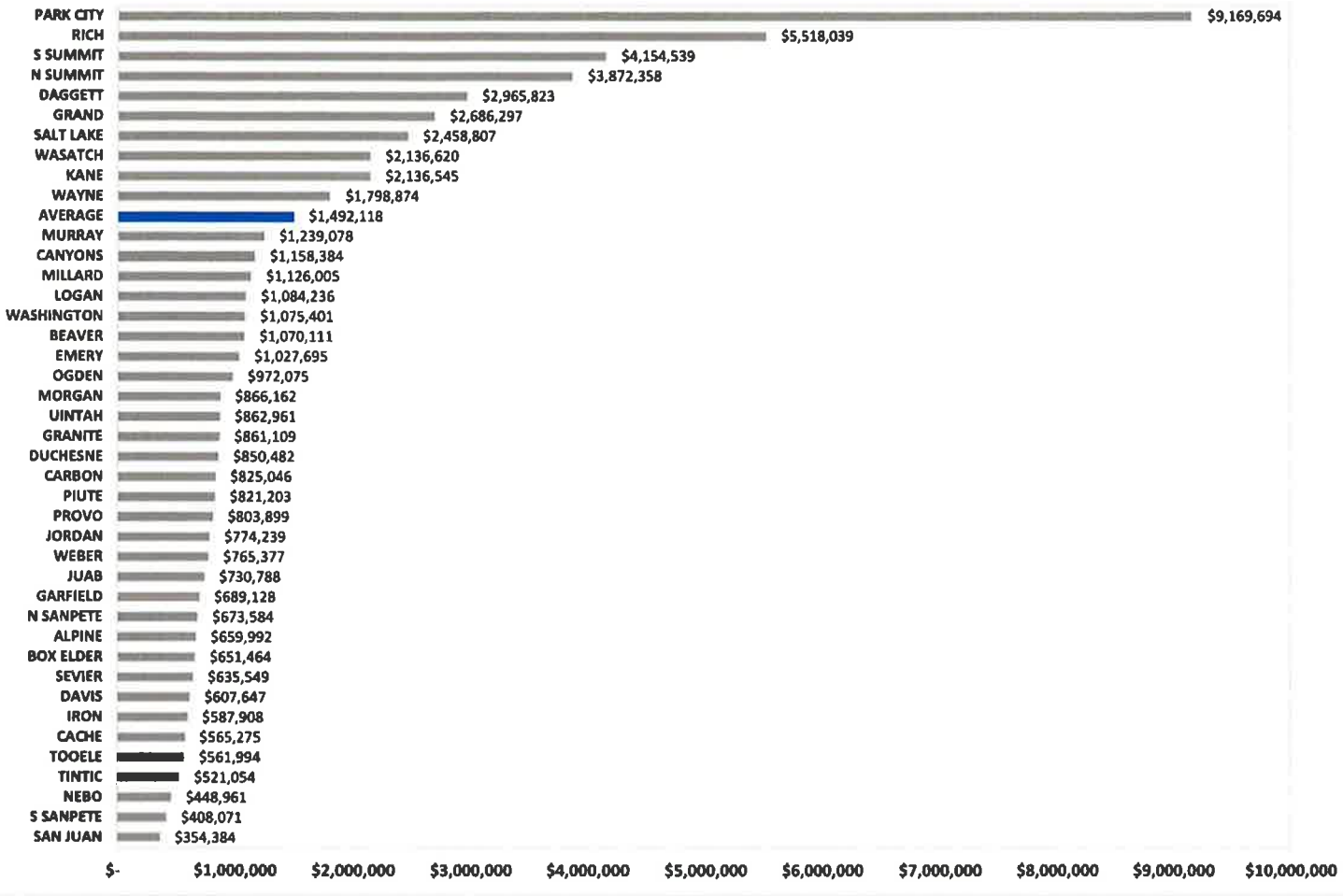
- $2,000,000 ongoing reduction for relocation from Student Health and Counseling program
- Educator Professional Time -- $77.0 million one-time. Supports paid professional time up to 32 Hours for every educator;
- Utah Fits All Scholarships -- $25 million one-time. Aims to improve school safety and security by implementing various measures, procedures and introduces the school guardian program;
- H.B. 415, School Fees Amendments -- $35.5 million one-time. Enacts provisions related to elementary and secondary school fees beginning in FY 2026. Lawmakers eliminated school fees for math, English, science and art in the 2025-2026 school year. Funding will be reduced in each successive fiscal year and will be eliminated in 2029. Estimated cost to the district is $3000,000 per year.

Federal Revenue

Funding for COVID-19 relief programs was exhausted in 2025. Remaining federal funding comes from the following programs: Individual with Disabilities Education Act (IDEA), Elementary and Secondary Education Act (ESEA), Career and Technical Education (CTE), Medicaid and Child Nutrition (CNP). We are not anticipating any major federal funding revenue above and beyond the normal federal programs that we receive annually. Estimated federal revenue for 2026 is approximately $8.8 million.


School District Local Tax Effort
FY2023-24 [Tax Year 2023] Tax Rates
0.000000
0.002000
0.004000
0.006000
0.008000
0.010000
Emery 0.008550
Duchesne 0.007688
Nebo 0.007425
Provo 0.007333
So. Sanpete 0.007328
Morgan 0.007209
Tooele 0.007042
Ogden 0.007015
San Juan 0.006788
Juab 0.006582
Carbon 0.006523
Grand 0.006447
Wasatch 0.006391
Granite 0.006353
Davis 0.006228
Tintic 0.006160
Millard 0.005982
Garfield 0.005971
Logan 0.005947
Box Elder 0.005805
Beaver 0.005769
Jordan 0.005737
Uintah 0.005733
Canyons 0.005705
Average 0.005697
Cache 0.005587
Weber 0.005564
Alpine 0.005518
Sevier 0.005385
No. Sanpete 0.005324
Wayne 0.004757
Washington 0.004748
Murray 0.004742
Iron 0.004718
Piute 0.004192
Daggett 0.004107
Salt Lake 0.003964
So. Summit 0.003756
Kane 0.003668
Park City 0.003484
No. Summit 0.003232
Rich 0.003138

Assessed Valuation Per Student in Fall Enrollment
FY2024



Organization

Organizational Section

District Entity

The legal name of the district is Box Elder County School District, but to prevent confusion with county government the district uses Box Elder School District as the official name.

The boundaries are the Box Elder County lines bordered by Idaho on the north, Nevada on the west, Cache County on the east and Tooele and Weber Counties on the south. The school district is a separate entity with seven board members elected by represented districts in general elections to govern the school district.

School districts were created by Article X, Section 6 of the Constitution of the State of Utah, which was passed by a vote of the people on the first Tuesday of November, 1875, and accepted by the United States Government on January 4, 1896. In 1907 Box Elder County schools were consolidated into one district. The laws of the State of Utah give the district all of the usual corporate powers that would distinguish it as being legally separated from Box Elder County and the State of Utah and any of its other political subdivisions.

The laws of the State of Utah give the district the power to levy taxes, determine fees and other charges approve and modify budgets, and issue debt without approval from any other government. There are some ministerial approvals required of Box Elder County and the Utah State Tax Commission for the purpose of assuring that the district has followed the law regarding budgeting and assessing taxes, but there are no substantive approvals required. The district is also subject to the general oversight of the Utah State Board of Education, including a budget approval process that is compliance oriented and is more ministerial in nature than substantive.

All financial activity in the district is segregated by fund. A fund is a fiscal and financial entity each with its own assets, liabilities, and residual equity or balance. Generally accepted accounting standards have defined and classified funds as a national standard used by government agencies.

The district has three main fund categories: Governmental, Proprietary and Fiduciary Funds. Governmental Funds are the usual governmental services financed by taxes, including state and federal aid. Proprietary Funds are for business-type activities. This is the School Food Service Fund. Fiduciary Funds are held by the government as a trustee or agent for some other entity or group. This includes the Foundation and Agency Fund. The four Governmental Funds used by the district are General, Student Activity, Debt Service and Capital projects.

Revenues are classified by fund, program, location, and source. The three main divisions of revenue are Local, State, and Federal sources.

Expenditures are classified by fund, program, location, function, and object.
All revenues and expenditures are reported on an accrual basis of accounting, meaning they are recognized when the transaction takes place and the money is available within 60 days from the end of the year. Long term physical assets are not depreciated on the governmental statements but will be shown in The Box Elder School District Annual Financial Report in the notes section under Capital Assets as well as inclusion under the non-governmental statements.

The district serves a general population of 61,523 (2022) vs 57,946 (2020) in 5,745 square miles. The district consists of twenty-one schools. The enrollment is 12,284 (fall of 2023). The ten largest taxpayers in Box Elder County are: (2022 Property Tax Paid including RDA increments)

Taxpayer	Amount
1) PacifiCorp	$2,385739
2) Staker & Parson Co.	$2,164213
3) Proctor & Gamble	$2,163,325
4) The Proctor & Gamble	$1,542,377
5) Nucor Crop	$1,541,374
6) Northrop Grumman	$1,464,587
7) Union Pacific Railroad	$1,349,562
8) Nucor Corp	$1,084,637
9) The Proctor & Gamble	$1,051,663
10) Nucor Corp	$ 866,220

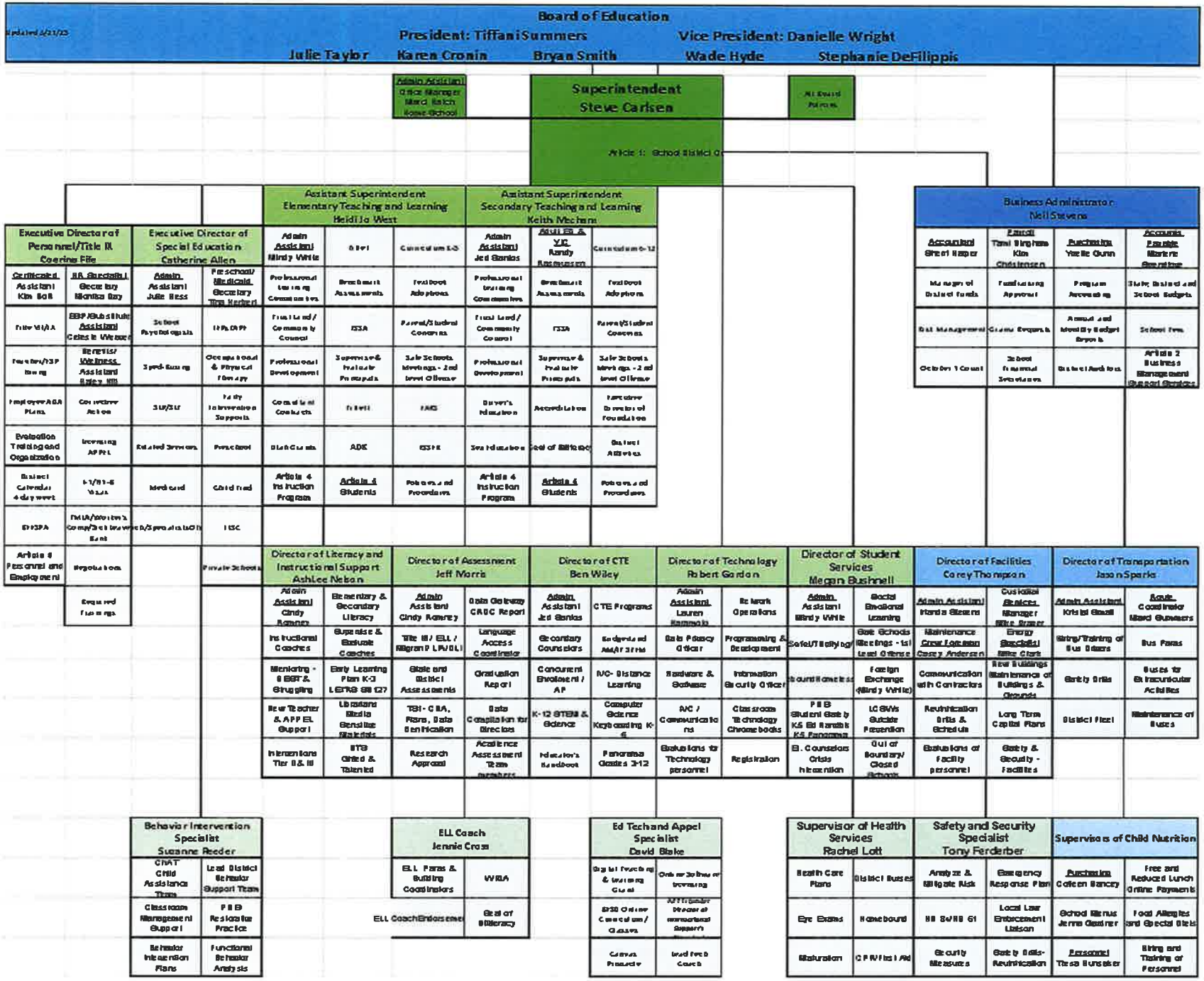
Year	Population	Growth	Growth Rate
2029	69,690	1,101	1.7%
2028	68,189	1,101	1.72%
2027	67,328	1,161	1.75%
2026	66,167	1,161	1.76%
2025	65,006	1,161	1.82%
2024	63,845	1,161	1.85%
2023	62,684	1,161	1.89%
2022	61,523	1,038	3.06%
2021	59,685	1,739	3%
2020	57,946	1,969	3.55%
2019	55,997	1,190	2.1%
2018	54,807	808	1.5%
2017	53,999	1,004	1.89%
2016	52,995	1,156	2.23%
2015	51,839	530	1.03%
2014	51,309	579	1.14%

Box Elder County, Utah's estimated 2024 population is 65,006 with a growth rate of 1.82% in the past year according to the most recent United States census data. Since 2020 the population increased by 5,899 for a 10.18% increase. Box Elder County, Utah is the 9th largest county in Utah. The 2010 population was 50,178 and has seen a growth of 29.55% since that time.

POPULATION GROWTH
Box Elder County cities and towns
(Totals as of July 1)

	2020	2021	2022	2023	1 year	2 years	3 years
Bear River	878	890	878	883	0.6%	(0.8%)	0.6%
Brigham City	19,687	19,989	19,984	19,970	(0.1%)	(0.1%)	1.4%
Corinne	823	863	854	871	2.0%	0.9%	5.8%
Deweyville	419	433	427	434	1.6%	0.2%	3.6%
Elwood	1,181	1,225	1,247	1,280	2.6%	4.9%	8.4%
Fielding	556	561	591	622	5.2%	10.9%	11.9%
Garland	2,590	2,613	2,615	2,668	2.0%	2.1%	3.0%
Honeyville	1,616	1,684	1,725	1,736	0.6%	3.1%	7.4%
Howell	235	236	233	232	(0.4%)	(1.7%)	(1.3%)
Mantua	1,105	1,215	1,254	1,303	3.9%	7.2%	17.9%
Perry	5,589	5,753	5,832	5,936	1.8%	3.2%	6.2%
Plymouth	426	434	434	438	0.9%	0.9%	2.8%
Portage	277	289	288	289	0.3%	0.0%	4.3%
Snowville	162	163	161	160	(0.6%)	(1.8%)	(1.2%)
Tremonton	9,968	10,495	11,837	12,411	4.8%	18.3%	24.5%
Willard	1,993	2,116	2,226	2,283	2.6%	7.9%	14.6%
TOTAL	47,505	48,959	50,586	51,516	1.8%	5.2%	8.4%

Source: U.S. Census Bureau


Board of Education
President: Tiffani Summers
Vice President: Danielle Wright
Julie Taylor
Karen Cronin
Bryan Smith
Wade Hyde
Stephanie DeFilippis
Superintendent
Steve Carlsen
Assistant Superintendent Elementary Teaching and Learning
Heidi Jo West
Assistant Superintendent Secondary Teaching and Learning
Keith Mecham
Business Administrator
Neil Stevens
Executive Director of Personnel/Title IX
Coerine Fife
Executive Director of Special Education
Catherine Allen
Director of Literacy and Instructional Support
Ashlee Nelson
Director of Assessment
Jeff Morris
Director of CTE
Ben Wiley
Director of Technology
Robert Gordon
Director of Student Services
Megan Bushnell
Director of Facilities
Corey Thompson
Director of Transportation
Jason Sparks
Behavior Intervention Specialist
Suzanne Reeder
ELL Coach
Jennie Cross
Ed Tech and Appel Specialist
David Blake
Supervisor of Health Services
Rachel Lott
Safety and Security Specialist
Tony Ferderber
Supervisor of Child Nutrition

MISSION STATEMENT

We ensure that all students learn at high levels.

VISION STATEMENTS:

Our vision for what Box Elder School District will become includes the following:

FOCUS ON LEARNING

- Collaborative teacher teams will unpack and prioritize the BELS for each course or grade level offered.
- Collaborative teacher teams will create Common Formative Assessments (CFA) using Depth of Knowledge (DOK) questions aligned to the BELS.
- Collaborative teacher teams will use Common Formative Assessments (CFA) to inform and adjust ongoing instruction.
- Teachers will acquire and implement effective teaching strategies through ongoing professional learning.
- Students will be provided effective Tier 1 instruction, timely Tier 2 interventions, and additional Tier 3 remediations, as needed.
- Students who have demonstrated proficiency of the BELS will be provided extensions to deepen their learning.

FOCUS ON COLLABORATION

- Every teacher will be part of a meaningful collaborative team and will meet at least weekly in a structured setting.
- Teachers will work collaboratively and take **collective responsibility** for the success of each student.
- Strong partnerships between the home and schools are developed and nurtured to share responsibility for student success.

FOCUS ON RESULTS

- Collaborative teams will use the data from CFAs to monitor and respond to student learning and engage in conversations about which teaching practices elicited the best results.
- Evidence of student learning (BELS) will be collected and analyzed in district and state required platforms to measure proficiency and growth.
- Teams ensure that students and parents are aware of the BELS for their course or grade and the progress they are making towards mastery of these standards.
- All students acquire the knowledge and skills to successfully pursue additional training, education, and careers.

FOCUS ON CULTURE

- We will foster collective teacher efficacy which is the shared belief that through collective action, all can positively influence student outcomes in all student subgroups.
- All staff will work collectively to provide a school environment that is safe (physically, socially, and emotionally), and conducive to learning in all student interactions.
- All staff will expand student connections through knowing, involving, celebrating and being a champion for all students.
- We will elevate employee appreciation by recognizing positive performance and contributions, making personal connections and providing support for all employees.
- We will become recognized by Solution Tree as a Model PLC District.

Values and Collective Commitments:

We value and commit to:

- Fostering and modeling a growth mindset in students and employees.
- Being solution oriented and looking at challenges as opportunities for learning and improvement.
- Being positive and treating everyone with dignity, respect, and courtesy at all times.
- Hiring and retaining quality teachers and educational support staff.
- Providing ongoing professional learning opportunities for all staff.
- Providing quality instructional resources for each classroom.
- Cultivating and developing partnerships with local, state and federal agencies to support our students

I. SIGNIFICANT LAWS AFFECTING THIS BUDGET

The following is a summary of the significant provisions of the laws of the State of Utah applicable to Utah school district budgets. This budget is adopted in compliance with these legal requirements.

53G-7-302. School district and charter school budgets.

(1) As used in this section:

(a) "Budget officer" means:

(i) for a school district, the school district's superintendent; or

(ii) for a charter school, an individual selected by the charter school governing board.

(b) "LEA governing board" means:

(i) for a school district, the local school board; or

(ii) for a charter school, the charter school governing board.

(2) Before June 1 of each year, the budget officer shall prepare a tentative budget, with supporting documentation, to be submitted to the budget officer's LEA governing board.

(3) The tentative budget and supporting documents shall include the following items:

(a) the revenues and expenditures of the preceding fiscal year;

(b) the estimated revenues and expenditures of the current fiscal year;

(c) for a school district, an estimate of the revenues for the succeeding fiscal year based upon the lowest tax levy that will raise the required revenue, using the current year's taxable value as the basis for this calculation;

(d) a detailed estimate of the essential expenditures for all purposes for the next succeeding fiscal year; and

(e) the estimated financial condition of the school district or charter school by funds at the close of the current fiscal year.

(4) The tentative budget shall be filed with the district business administrator or charter school executive director for public inspection at least 15 days before the date of the tentative budget's proposed adoption by the LEA governing board.

53G-7-303. LEA governing board budget procedures.

(1) As used in this section:

(a) "Budget officer" means:

(i) for a school district, the school district's superintendent; or

(ii) for a charter school, an individual selected by the charter school governing board.

(b) "LEA governing board" means:
(i) for a school district, the local school board; or

(ii) for a charter school, the charter school governing board.

(2)
(a) For a school district, before June 30 of each year, a local school board shall adopt a budget and make appropriations for the next fiscal year.

(b) For a school district, if the tax rate in the school district's proposed budget exceeds the certified tax rate defined in Section 59-2-924, the local school board shall comply with Section 59-2-919 in adopting the budget, except as provided by Section 53F-8-301.

(3)
(a) For a school district, before the adoption or amendment of a budget, a local school board shall hold a public hearing, as defined in Section 10-9a-103, on the proposed budget or budget amendment.

(b) In addition to complying with Title 52, Chapter 4, Open and Public Meetings Act, in regards to the public hearing described in Subsection (3)(a), at least 10 days prior to the public hearing, a local school board shall:
(i) publish a notice of the public hearing in a newspaper or combination of newspapers of general circulation in the school district, except as provided in Section 45-1-101;

(ii) publish a notice of the public hearing electronically in accordance with Section 45-1-101;

(iii) file a copy of the proposed budget with the local school board's business administrator for public inspection; and

(iv) post the proposed budget on the school district's Internet website.

(c) A notice of a public hearing on a school district's proposed budget shall include information on how the public may access the proposed budget as provided in Subsections (3)(b)(iii) and (iv).

(4) For a charter school, before June 30 of each year, a charter school governing board shall adopt a budget for the next fiscal year.

(5) Within 30 days of adopting a budget, an LEA governing board shall file a copy of the adopted budget with the state auditor and the state board.

53G-7-304. Undistributed reserve in local school board budget.

(1) A local school board may adopt a budget with an undistributed reserve. The reserve may not exceed 5% of the maintenance and operation budget adopted by the local school board in accordance with a scale developed by the state board. The scale is based on the size of the school district's budget.

(2) The local school board may appropriate all or a part of the undistributed reserve made to any expenditure classification in the maintenance and operation budget by written resolution adopted by a majority vote of the local school board setting forth the reasons for the appropriation. The local school board shall file a copy of the resolution with the state board and the state auditor.

(3) The local school board may not use undistributed reserves in the negotiation or settlement of contract salaries for school district employees.

53G-7-305. Limits on appropriations -- Estimated expendable revenue.

(1) As used in this section:
(a) "Budget officer" means:
(i) for a school district, the school district's superintendent; or

(ii) for a charter school, an individual selected by the charter school governing board.

(b) "LEA governing board" means:
(i) for a school district, the local school board; or

(ii) for a charter school, the charter school governing board.

(2) An LEA governing board may not make an appropriation in excess of its estimated expendable revenue, including undistributed reserves, for the following fiscal year.

(3) An LEA governing board may reduce a budget appropriation at the LEA governing board's regular meeting if notice of the proposed action is given to all LEA governing board members and to the district superintendent or charter school executive director, as applicable, at least one week before the meeting.

(4) For a school district, in determining the estimated expendable revenue, any existing deficits arising through excessive expenditures from former years are deducted from the estimated revenue for the ensuing year to the extent of at least 10% of the entire tax revenue of the district for the previous year.

(5) For a school district, in the event of financial hardships, the local school board may deduct from the estimated expendable revenue for the ensuing year, by fund, at least 25% of the deficit amount.

(6) For a school district, all estimated balances available for appropriations at the end of the fiscal year shall revert to the funds from which they were appropriated and shall be fund balances available for appropriation in the budget of the following year.

(7) For a school district, an increase in an appropriation may not be made by the local school board unless the following steps are taken:

(a) the local school board receives a written request from the district superintendent that sets forth the reasons for the proposed increase;

(b) notice of the request is published:

(i) in a newspaper of general circulation within the school district at least one week before the local school board meeting at which the request will be considered; and

(ii) in accordance with Section 45-1-101, at least one week before the local school board meeting at which the request will be considered; and

(c) the local school board holds a public hearing on the request before the local school board's acting on the request.

53G-7-306. School district interfund transfers.

(1) A school district shall spend revenues only within the fund for which they were originally authorized, levied, collected, or appropriated.

(2) Except as otherwise provided in this section, school district interfund transfers of residual equity are prohibited.

(3) The state board may authorize school district interfund transfers of residual equity when a district states its intent to create a new fund or expand, contract, or liquidate an existing fund.

(4) The state board may also authorize school district interfund transfers of residual equity for a financially distressed district if the state board determines the following:

(a) the district has a significant deficit in its maintenance and operations fund caused by circumstances not subject to the administrative decisions of the district;

(b) the deficit cannot be reasonably reduced under Section 53G-7-305; and

(c) without the transfer, the school district will not be capable of meeting statewide educational standards adopted by the state board.

(5) The state board shall develop by rule made in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, standards for defining and aiding financially distressed school districts under this section.

(6)

(a) All debt service levies not subject to certified tax rate hearings shall be recorded and reported in the debt service fund.

(b) Debt service levies under Subsection 59-2-924(5)(c) that are not subject to the public hearing provisions of Section 59-2-919 may not be used for any purpose other than retiring general obligation debt.

(c) Amounts from these levies remaining in the debt service fund at the end of a fiscal year shall be used in subsequent years for general obligation debt retirement.

(d) Any amounts left in the debt service fund after all general obligation debt has been retired may be transferred to the capital projects fund upon completion of the budgetary hearing process required under Section 53G-7-303.

53G-7-307. Warrants drawn by budget officer.

(1) As used in this section:

(a) "Budget officer" means:

(i) for a school district, the school district's superintendent; or

(ii) for a charter school, an individual selected by the charter school governing board.

(b) "LEA governing board" means:

(i) for a school district, the local school board; or

(ii) for a charter school, the charter school governing board.

(2) The budget officer of an LEA governing board may not draw warrants on school district or charter school funds except in accordance with and within the limits of the budget passed by the LEA governing board.

53G-7-308. Emergency expenditures

This part does not apply to appropriations required because of emergencies involving loss of life or great loss of property.

53G-7-309. Monthly budget reports.

(1) As used in this section:

(a) "Budget officer" means:

(i) for a school district, the school district's superintendent; or

(ii) for a charter school, an individual selected by the charter school governing board.

(b) "LEA governing board" means:
(i) for a school district, the local school board; or

(ii) for a charter school, the charter school governing board.

(2) The business administrator or budget officer of an LEA governing board shall provide each LEA governing board member with a report, on a monthly basis, that includes the following information:
(a) the amounts of all budget appropriations;

(b) the disbursements from the appropriations as of the date of the report; and

(c) the percentage of the disbursements as of the date of the report.

(3) Within five days of providing the monthly report described in Subsection (2) to an LEA governing board, the business administrator or budget officer shall make a copy of the report available for public review.

II. BUDGET DEVELOPMENT AND ADMINISTRATION POLICIES

The following budget policies of the Board of Education guide the preparation and administration of this budget.
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A. Operating Budget Policies

The district will cover current expenditures with current revenues. The district will avoid budgetary procedures that cover current expenditures at the expense of meeting future years' expenditures, such as postponing expenditures, accruing future years' revenues, or rolling over short-term debt.
The budget will provide for adequate maintenance of capital, plant, equipment, and for orderly replacement of equipment.
The district will prepare monthly reports comparing actual revenues and expenditures to budgeted amounts.
Where possible, the district will integrate performance measurement and productivity indicators with the budget.
The district will continue its policy of budgeting for indirect costs in every program to ensure that full costs are reflected in every program and fund budget.

B. Capital Improvement Budget Policies

The district will develop and administer a multi-year plan for capital improvements.
The district will budget for major capital projects in accordance with the priorities of the Board of Education.

The district will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvements will be projected and included in operating budgets.
The district will maintain all assets at a level adequate to protect the district's capital investment and to minimize future maintenance and replacement costs.
The district will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted to the board for approval.
The district will restrict any new or replacement construction to be consistent with state guidelines for school building utilization.
The district will determine the least costly financing method for all new projects.

C. Debt Management Policies

The district will confine long-term borrowing to capital projects and purchases of equipment as required by law.
When the district finances capital projects by issuing bonds, it will pay back the bonds within a period not to exceed the expected useful life of the asset acquired.
The district will try to keep the average maturity of general obligation bonds at or below twenty years.
Total general-obligation debt will not exceed the legal bonding capacity.
The district will not use long-term debt for current operations.
The district will meet all debt service obligations when due.
The district will retire tax and revenue anticipation debt annually.
The district will maintain communication with bond rating agencies about its financial condition. The district will follow a policy of full disclosure in every financial report and official statement.
The district will provide to the capital markets ongoing disclosure of annual financial information and material events that may affect the district's financial strength.

D. Revenue Estimation Policies

The district business administrator will estimate annual revenues by an objective, analytical process.
The district will not include revenue in the budget that cannot be verified with documentation of its source and amount.

E. Fund Balance and Reserve Policy

In order to maintain and protect the long-term financial capacity of the district, total fund balance and reserves in the General Fund will be maintained at a responsible level as directed by the board.

F. Accounting, Auditing, and Financial Reporting Policies

The accounting system will report financial information, on a basis consistent with General Accepted Accounting Principles, as established by the Governmental Accounting Standards Board.
Regular monthly and annual financial reports will present a summary of financial activity by fund.
An independent certified public accounting firm will be selected by the Board of Education and will perform an annual audit, and will publicly issue their opinion on the district's financial statement.

G. Control Procedures

While there is no known fraud prevention guarantee; the following procedures reviewed the school district's independent auditors, will assure that collusion and/or fraud have to take place in order for the district to lose money. These procedures will protect the district from some of the more common types of fraud. Other suggestions or input on protecting the school district funds are certainly welcome.

All checks are cut through the regular accounts payable channels that include:
1. The payable voucher with all documentation is submitted by end user to the school or location secretary.
2. The Principal reviews the request and approves the voucher by signing it.
3. The voucher is also reviewed and signed by the program director. All vouchers require the signature of two administrators.
4. The Accounts Payable Clerk then checks extensions, account number, invoice and receiving copy, as well as any documentation for the reimbursement.
5. The check stock is blank and only available to the Accounts Payable Clerk, and the bank information is coded at printing.
6. The Accounts Payable Clerk and backup clerk are the only ones with the password for printing checks.
The checks are cleared through bank reconciliation by the Accountant monthly as part of the bank reconciliation.
All accounts payable voided checks are done by the Accountant.

Standard district receipting procedures include the following:
The Purchasing Clerk reviews, balances, and enters the receipts on the books
All receipts are received and listed by the Receptionist.
Deposit slips are prepared by the Purchasing Clerk.
The money is then deposited by the Accounts Payable Clerk at least twice weekly.
The Payroll/Fixed Asset Clerk receives the list of checks and cash from the receptionist and the receipt for the deposit from the Accounts Payable Clerk, which are compared for consistency.
The bank statements come to the Business Administrator gives copies to the AP Clerk and Accountant who reconciles the statements with the general ledger by the fifteenth of the month.

Payroll and Personnel procedures:
1. All payroll additions and changes come from the personnel office on a form signed by the Assistant Superintendent of Personnel.
2. Annually a list of all employees by program is sent to the directors who are asked to review it carefully and sign it and return it to the payroll office. Any questions about personnel are resolved promptly.
3. Undeliverable W-2's are reviewed by the payroll office, the employee is contacted and corrections are made so they can be sent to the employee.
4. Annually an audit confirmation sheet is sent to all contracted employees detailing pay, benefits, and leave balances. They check for accuracy, sign and return to the personnel office.

5. All pay vouchers are approved by the Principal, then the Program Director. Electronic time clock system (TCP) TimeClock Plus hours are verified by school Secretary and Principal.
6. Payroll vouchers and electronic time requests are reviewed by Payroll Clerks for accuracy, overtime, and hours worked compared to hours allowed per week.
7. All payroll payments are direct deposit (ACH) through the main account which is reconciled by the Accountant.

General procedures:
Bank transfers can only be done by the Accountant and require an approving signature by the Business Administrator.
All journal entries require two signatures.
Purchasing is decentralized requiring school departments and schools to get initial bid quotations on purchases from $1000 to $10,000. The requisitions are then checked by the Purchasing Clerk for bids and accuracy. State contract vendors or consortiums do not require bids. Curriculum materials have been approved by a textbook committee and the curriculum director so solicitations are not required. Purchases over $50,000 are advertised and bid on a district level according to board policy.
4. Schools must maintain records for student activity money using the district accounting software. The Internal Auditor audits every school every year. The Independent Auditors review the audits and audit the two high schools each year on a rotating basis. Schools are required to send in financial reports on a monthly basis to the Purchasing Clerk.
5. The management, including the Superintendent, encourages business office clerks to question any procedure or expense that may not look proper. The clerks are free to go directly to the Superintendent if they feel it necessary.

III. BUDGET ADMINISTRATION AND MANAGEMENT PROCESS

Every dollar of expenditure included in this budget is assigned a director as a "cost center controller" for that particular piece of the budget. The directors are responsible to control their budgets, and are subject to disciplinary action for failure to properly control or manage their budgets. The account control system and organization will not allow expenditures to be incurred unless they are properly classified and authorized by the cost center controller and within the limits of available appropriations. Requisitions, purchase orders, etc. are reported as encumbrances against available appropriations at the time they are originated.

Directors are authorized to make changes (reallocations) within their budgets with approval of the finance department and the agency administering the budget. New program budgets or expansions of program budgets require board approval.

BUDGET CALENDAR – FY 2025

The budget calendar below outlines the actions that must be completed, along with the target dates for completion, in order to present the budget to the Board of Education in a timely manner.

03/18/25- 03/29/25 Budget Meetings with directors Final 2024 projected 2025

05/04/25	Priorities set by Box Elder Leadership Team
05/07/25	Completed budget requests due to business office
05/16/25	Administrative review of proposed budget
05/29/25	Advertise Budget Hearing
05/31/25	Preliminary Proposed Budget completed
05/31/25	Proposed Budget on file for public inspection
06/03/25	Preliminary Proposed Budget sent to the board
06/12/25	Budget Hearing, tentatively approve new budget and revise old budget. Accept needed changes when tax rates are available. Approval of Truth in Taxation hearings if a tax increase is approved.
07/01/25	Implement FY 2025 budget

A notice of public hearing on the budget, published in county newspapers, the date, time, place of the public hearing and inform the public that the proposed budget document is on file in the Business Administrator's office, on the webpage and public notice site 10 days before the budget hearing. As part of the budget adoption process, the board will set the mill levy of ad valorem property tax required by the district and the purpose(s) for which it is to be levied.

IV. EXPLANATION OF FUNCTION CLASSIFICATION OF EXPENDITURES

Instructional Services (1000) - This function includes those activities dealing directly with the instruction of pupils. The expenditures which can be identified as being directly related to instruction of pupils in a learning situation are considered as instructional. Teacher salaries, teacher assistant salaries, equipment in the classroom essential to the subject taught, furniture and supplies directly related to instruction are examples of the type of expenditures that are included.

Student Services (2100) - This function encompasses those activities related to promoting and improving student well-being. The costs necessary to manage and provide health and nursing services are identified with this function. It includes providing health services which are not part of direct instruction. This function also includes assessing and testing pupils with respect to career and educational opportunities, and helping them establish realistic goals. The costs of counseling, testing for speech and hearing and special needs assessment are included in this category.

Instructional Support Services (2200) - This function encompasses those activities which have as their purpose managing, directing, and supervising the instructional program and improving the quality of instruction and curriculum. It includes responsibilities in such areas as improvement of curriculum and instruction, research and development, program evaluation,

curriculum supervision, and in-service education for professional personnel, as well as supplies and equipment to support the instructional program. This function also embraces the preparing, maintaining, and distribution of library and media resources used to support instruction. Some examples would be costs for media equipment, salaries of media personnel, library books, and periodicals.

Support Services-District Administration (2300) - This function covers those activities which have as their purpose overall administrative responsibility for the entire school system. It includes responsibilities of such areas as the Board of Education, Office of the Superintendent, and Business Administrative Services. Costs include staff salaries, as well as supplies and equipment to support general administration.

Support Services-School Administration (2400) - This function covers those activities which have as their purpose directing, managing, and supervising a school. It includes the principal, assistant principal, and other administrative and clerical staff. Costs necessary to provide personnel, supplies, and equipment to manage and operate a school, should be classified in this function.

Support Services-Business (2500) - This function encompasses those activities concerned with the operation of accounting, purchasing, personnel and technology. Costs include staff salaries, as well as supplies and equipment to support these activities.

Plant Operation and Maintenance Services (2600) - This function encompasses those activities concerned with keeping the physical plant open, comfortable, and safe for use, and keeping the grounds, building, and building equipment in an effective working condition and state of repair.

Student Transportation (2700) - This function covers the costs of providing management and operation services for regular bus routes used to transport students to and from school.

Child Nutrition Services (3100) - This function encompasses those activities which have as their purpose the management of the food service program for the school or school system. And serving of regular and incidental meals, lunches, breakfasts, or snacks in connection with school activities. It includes directing and managing food services, preparing and serving food, operating kitchen equipment, and storage of food and equipment.

Non-K12 Services (3200) - These are activities that are non-K12 activities such as Pre-School and Adult Education.

Community Services and Building Rental (3300) - This function covers the activities concerned with the management of and coordination of the natatoriums, community recreation services, and building rentals.

Capital Costs (4000) – This function includes all construction and major capital outlay expenditures for school district operation.

Debt Service (5100) - This function covers bond principal, interest, and paying agent costs. (See Exhibit IV)

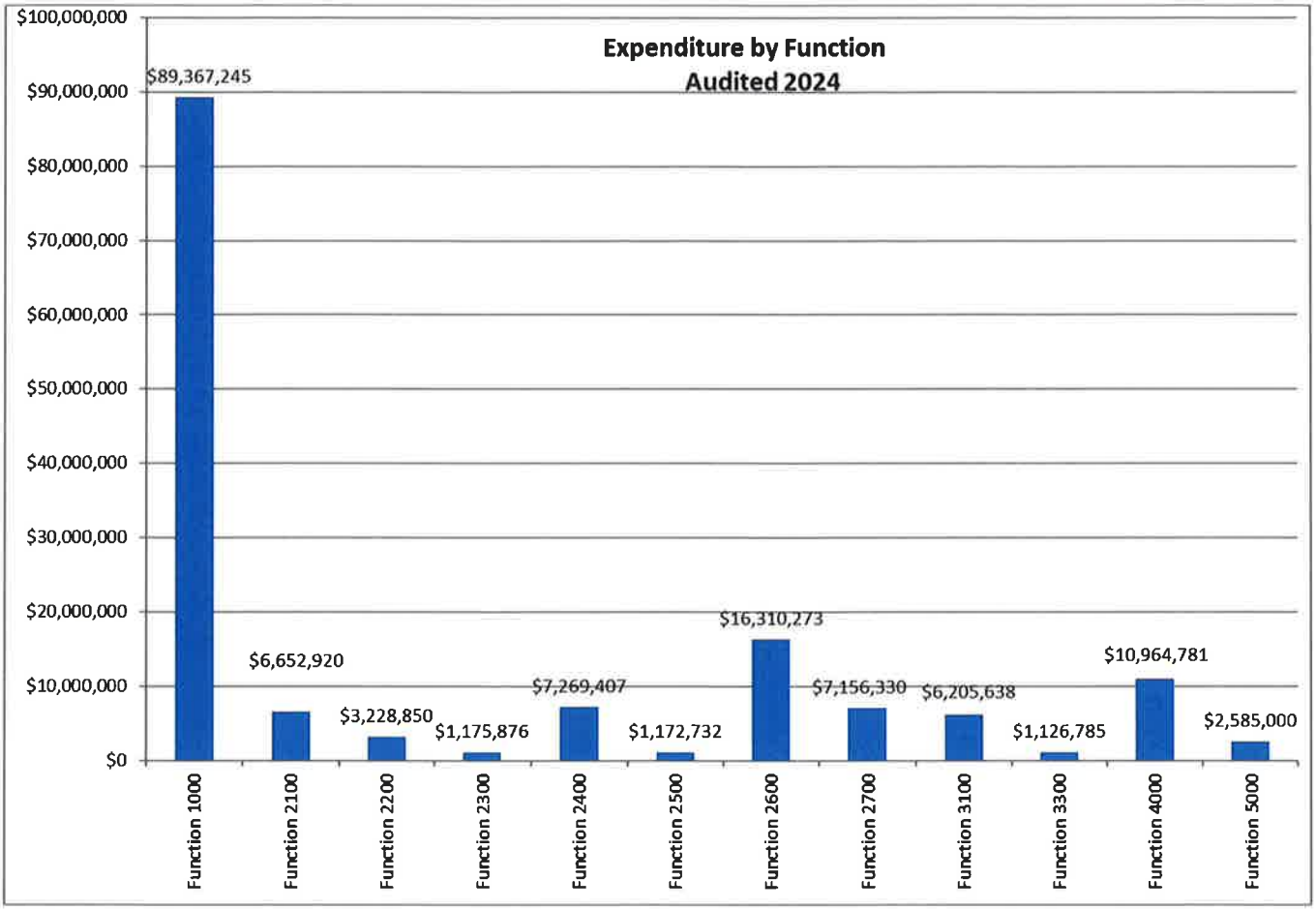


Exhibit IV

Financial

Financial Section

The financial section is made up of the following:

- Summary of Budgets (All Governmental Funds)
- General Fund Major Revenue Sources
- General Fund Major Expenditures by Function
- Special Revenue Funds Revenue and Expenditure
- School Activity Fund Budget Revenue and Expenditure by Function
- Child Nutrition Fund Budget by Revenues and Expenditures
- Capital and Debt Service Funds Summary
- Capital Outlay Fund Budget
- Funds Revenue Summary Yearly Comparison
- Funds Expenditures Summary by Category Yearly Comparison
- District Enrollment Trends
- Budget information built on the monthly School Board Report format. It includes columns showing 2022-23 actual, with 2023-24 actual, 2024-25 revised, and 2025-26 preliminary budgets. The School Board will be asked to approve both the revised budget for 2024-2025 and the preliminary for 2025-2026 at the budget hearing on June 11, 2025.
    - The anticipated costs of steps, lanes, insurance and other employee benefits are included in the budget with a 2% COLA for our teachers and licensed employees, 2.0% COLA for our ESP employees.
    - Anticipated increases in utilities and fuel have also been included in the budget. Increased one-time and program expenditures have not been added because they are not available yet
    - All benefit and pay cost increases are included with Health and Accident costs having a 1.53% increase this year, makes this the fourth year we have seen a less than a 5% or negative percent increase.
    - Tax levies are adjusted to allow the Board to raise employee salaries by an additional 2% above the amount allocated by the Legislature. This will allow the District to offer competitive salaries on par with surrounding Districts. Additionally, the District will raise the revenue collected for capital expenditure purposes. These additional funds will be used to construct additional school buildings consistent with the Board's long term building plan.
    - Budgeted revenues have been built in with corresponding expenditures for programs.
    - Local tax revenue was estimated to increase about 2.75%.
    - Final Budgets will be updated in July 2025 after the 2025 property valuations have been published.

Misc. Information

- One more year, 2026, the lease revenue bond used for Fielding elementary will be paid off. Three years later, 2029, our general obligation bond for the two high schools will be paid off.

- Starting in fiscal year 2026 curricular school fees for core courses will not be allowed to be charged to students. This will be about a $600,000 revenue shortage we will need to appropriate funding to cover (2024 HB 415).
- We will have an ongoing cost associated with implementing the school safety and security required in HB 84 from this last legislative session. This includes ongoing training, school guardians, school safety director and equipment.

Local school districts have the authority to levy property taxes directly to fund district schools. Five major different local levies are available.

- Board Local Levy: Approved by the local school board for Maintenance and Operations (M&O) and supplemented by income tax funds appropriated by the Legislature for general use in grades K-12. All school districts currently impose this levy. The projected levy for 2025-20266 is .001408.
- Voted Local Levy: Approved by the local school district electorate for M&O and supplemented by the state. The Voter-imposed cap on this levy is .0006.
- Capital Local Levy: Approved by the local school board to fund capital projects. Some of the revenue collected may be used for maintenance of existing facilities. All school districts currently impose this levy. The current cap on this levy is .0003.
- Debt Service Levy: Levied to fund general obligation bonds. The cap on this levy is the amount sufficient to cover the principal and interest on general obligation bonds.
- Judgment Recovery: Levied to fund a property tax judgment against the school district. Currently, the District is not collecting this levy as it has no judgements to repay.

Truth in Taxation

While district school boards have the authority to raise property taxes without having to receive voter approval, school boards must go through a process called *Truth in Taxation* before they raise property taxes. According to Truth in Taxation laws, the amount of money a school district raises through property tax remains the same unless they hold a series of public hearings explaining why they desire to raise the guaranteed amount of funding. This is an important distinction: according to Utah Law, the number of dollars generated by property tax stays the same each year, which forces the property tax rates to change each year. If property values go up, the property tax rate goes down. If property values go down, property tax rates go up. This ensures that district revenues stay constant and prevents property tax rates from dramatically increasing year over year.

	Description	2023-2024 Actual	2024-2025 *Preliminary*	2024-2025 Revised	2025-2026 *Preliminary*	*2024-2025* Thru Apr	*2024-2025* Est Yr End
1	**GENERAL FUND (10) M&O MAINTENANCE & OPERATIONS**						
2							
3	REVENUE:						
4	Local						
5	Property	32,194,260	31,750,300	34,300,000	35,711,452	31,089,865	34,300,000
6	Tuitions/Trans	542,648	250,000	250,000	250,000	291,770	250,000
7	Inv Earnings	2,170,032	1,250,000	2,000,000	2,100,000	1,549,755	2,000,000
8	Indir. Costs-SL	-2,610	325,000	500,000	500,000	0	500,000
9	Rental Fees	181,846	90,000	90,000	90,000	207,984	90,000
10	Other	1,548,991	990,250	970,000	950,000	828,192	993,830
11	State	94,724,699	92,937,450	94,545,058	102,201,365	81,885,454	94,545,058
12	Federal	9,063,864	5,250,000	5,096,760	5,100,000	4,161,255	4,993,506
13	Funds Avail/Assigned Balance		5,000	3,065	3,065	2,554	3,065
14	TOTAL M & O						
15	REVENUE	140,423,730	132,848,000	137,754,883	146,905,882	118,168,604	137,675,459
16	Beg Balance	1,642,130	1,642,130	1,642,130			
17	Less:						
18	Ending Balance						
19	TOTAL M & O FUNDS						
20	available	142,065,860	134,490,130	139,397,013	146,905,882	118,168,604	137,675,459
21	EXPENDITURES:						
22	Instruction (1000)						
23	Salaries	59,043,206	60,360,340	60,360,340	64,102,681	46,195,376	56,265,968
24	Benefits	21,515,194	20,205,970	20,205,970	21,458,740	16,586,691	19,607,869
25	Purchased Serv.	2,592,404	3,824,104	3,824,104	3,824,104	2,317,326	3,749,122
26	Supplies/Texbooks	3,280,254	5,385,400	5,385,400	5,385,400	2,235,975	5,251,852
27	Equip/ETI/Prog	265,298	1,600,000	1,600,000	1,600,000	122,510	1,500,000
28	Other	851,426	850,000	850,000	850,000	474,159	700,000
29	Total	87,547,782	92,225,814	92,225,814	97,220,925	67,932,037	87,074,810
30							
31	Student Services (2100)						
32	Salaries	4,583,585	4,268,550	4,268,550	4,533,200	3,372,335	4,107,504
33	Benefits	1,749,225	1,526,620	1,526,620	1,621,270	1,272,862	1,493,413
34	Other	320,071	410,000	610,000	610,000	260,907	260,907
35	Total	6,652,881	6,205,170	6,405,170	6,764,471	4,906,104	5,861,824

	Description	2023-2024 Actual	2024-2025 *Preliminary*	2024-2025 Revised	2025-2026 *Preliminary*	*2024-2025* Thru Apr	*2024-2025* Est Yr End
36							
37	Instructional Staff (2200)						
38	Salaries	1,931,792	1,925,280	1,925,280	2,044,647	1,463,859	1,782,980
39	Benefits	735,090	662,680	662,680	703,766	558,152	653,889
40	Other	115,492	662,870	903,373	903,373	752,811	903,373
41	Total	2,782,374	3,250,830	3,491,333	3,651,787	2,529,170	3,340,242
42	District Administration (2300)						
43	Salaries	437,687	447,630	600,792	638,042	493,261	600,792
44	Benefits	177,767	175,820	215,715	229,090	183,456	215,715
45	Purch Services	296,128	270,000	270,000	270,000	158,092	189,710
46	Liability Insurance	182,427	218,920	274,944	274,944	229,120	274,944
47	Supplies	49,953	101,420	101,420	101,420	49,601	59,521
48	Other	31,913	55,000	55,000	55,000	29,619	35,543
49	Total	1,175,875	1,268,790	1,517,872	1,568,495	1,143,149	1,376,226
50	School Administration (2400)						
51	Salaries	5,163,721	5,678,870	5,678,870	6,030,960	4,285,376	5,219,588
52	Benefits	1,992,425	2,187,422	2,187,422	2,323,042	1,628,782	1,909,045
53	Prof Serv/Travel	99,082	78,800	99,772	99,772	83,143	99,772
54	Other	14,169	16,500	17,454	14,454	14,545	17,454
55	Total	7,269,397	7,961,592	7,983,518	8,468,228	6,011,846	7,245,860
56	Business & Support (2500)						
57	Salaries	714,792	795,050	795,050	844,343	564,101	687,075
58	Benefits	268,290	367,140	367,140	389,903	204,290	241,183
59	Contract Services	180,412	120,060	406,183	406,183	338,486	406,183
60	Other	9,237	159,000	159,000	159,000	595	714
61	Total	1,172,731	1,441,250	1,727,373	1,799,429	1,107,472	1,335,155
62	Operation & Maintenance (2600)						
63	Salaries	6,228,590	6,264,160	6,448,668	6,848,485	5,294,473	6,448,668
64	Benefits	2,297,186	2,250,960	2,270,649	2,411,429	1,924,390	2,270,649
65	Electricity	1,130,921	1,129,450	1,373,752	1,511,127	1,144,793	1,373,752
66	Purchased Service	670,249	802,000	802,000	802,000	596,835	716,202
67	Telephone	180,721	222,130	222,130	230,000	83,183	99,820
68	Natural Gas	816,578	895,300	895,300	895,300	450,621	540,745

	Description	2023-2024 Actual	2024-2025 *Preliminary*	2024-2025 Revised	2025-2026 *Preliminary*	*2024-2025* Thru Apr	*2024-2025* Est Yr End
69	Prop Insurance	313,870	345,000	345,000	345,000	206,810	248,172
70	Repair	582,800	700,250	700,250	700,250	208,001	249,602
71	Supplies	1,028,927	1,020,000	1,020,000	1,020,000	806,156	967,387
72	Other	350	750	750	750	361	433
73	Esser III		**0**	0		0	0
74	Total	13,250,192	13,630,000	14,078,498	14,764,341	13,190,567	12,915,429
75	Transportation (2700)						
76	Salaries	3,925,597	3,800,440	3,800,440	4,036,067	2,990,166	3,642,022
77	Benefits	1,243,996	1,008,260	1,159,178	1,231,047	963,621	1,159,178
78	Purch Serv	492,284	255,000	359,416	359,416	299,514	359,416
79	Fuel	849,960	913,020	913,020	931,280	673,102	807,723
80	Supplies	559,681	605,490	805,490	829,655	447,820	537,384
81	Other/Veh Charges	84,524	142,010	142,010	142,010	2,689	3,227
82	Total	7,156,042	6,724,220	7,179,554	7,529,475	5,376,911	6,508,949
83	Community Services (3300)						
84	Salary	781,246	721,480	742,576	788,616	609,668	742,576
85	Benefits	208,674	211,680	219,872	233,504	180,000	219,872
86	Purchased Serv	23,437	20,000	20,000	20,000	9,394	11,273
87	Supplies/Util	91,958	110,500	110,500	110,500	64,465	77,358
88	Property	11,841	15,000	15,000	15,000	6,611	7,934
89	Other Objects	9,630	10,550	10,550	10,550	5,278	6,333
90	Total	1,126,786	1,089,210	1,118,498	1,178,170	875,416	1,065,346
91	Interfund Trans	2,126					
92	Change Desig Fund Bal						
93	Undist Reserv Add						
94							
95	**M & O TOTAL EXPENDITURES**	128,136,186	133,796,876	135,727,630	142,945,320	103,072,675	126,723,841
96	**SCHOOL ACTIVITY FUND (21)**						
97							
98	REVENUE:						
99	School Deposits	5,012,442	4,500,000	5,153,039	4,553,039	4,296,699	5,156,039
100	Other						
101	SCHOOL ACTIVITY						

	Description	2023-2024 Actual	2024-2025 *Preliminary*	2024-2025 Revised	2025-2026 *Preliminary*	*2024-2025* Thru Apr	*2024-2025* Est Yr End
102	TOTAL REVENUES	5,012,442	4,500,000	5,153,039	4,553,039	4,296,699	5,156,039
103	EXPENDITURES:						
104	Purch Services	668,906	750,000	750,000	750,000	311,560	373,872
105	Supplies	4,302,974	3,460,000	3,460,000	2,860,000	2,782,263	3,338,716
106	Desig/Other	594	40,000	40,000	40,000	12,370	14,844
107	Equipment/Property	200,133	250,000	250,000	250,000	158,430	190,116
108	SCHOOL ACTIVITY						
109	TOTAL EXPENDITURES	5,172,607	4,500,000	4,500,000	3,900,000	3,264,624	3,917,548
110	**DEBT SERVICE FUND (31)**						
111							
112	REVENUE:						
113	Property Tax	3,835,694	3,451,030	3,451,030	3,451,030	3,359,834	3,359,834
114	Interest	428,549	108,200	372,593	350,000	372,593	372,593
115	Bonds			0			
116	Total	4,264,243	3,559,230	3,732,427	3,732,427	3,732,427	3,732,427
117	Begining Bal	4,412,508	5,896,500	8,546,847	8,546,847	8,546,847	8,546,847
118	LESS:						
119	Ending Balance		5,884,480	8,971,524	8,971,524	9,025,876	8,971,524
120	Funds Available	5,423,353	5,884,480		8,968,524	0	8,971,524
121	EXPENDITURE:						
122	Bond Debt	3,250,398	3,521,250	3,521,250	3,308,250	3,305,250	3,305,250
123	Fees	3,000	50,000	2,500	2,500	2,500	2,500
124	Other Uses						
125	DEBT SERVICE TOTAL	3,253,398	3,571,250	3,523,750	3,310,750	3,253,398	3,307,750
			0				
126	**CAPITAL OUTLAY FUND (32)**						
127							
128	REVENUE:						
129	Property Tax	13,024,313	9,140,440	10,492,234	19,311,054	9,722,234	10,492,234
130	Interest	1,114,094	750,000	763,130	770,000	680,630	763,130
131	Other	99,423	52,000	1,050,766	100,000	60,516	60,516
132	State	1,553,498	45,000	1,002,976	100,000	627,480	1,002,976
133	Federal	16,684	0	24,135	0	20,112	24,135
134	Ins./Prop.Recry	941,006	20,000	26,606	20,000	22,172	26,606
135	Total Revenue	16,749,018	10,007,440	13,359,847	20,301,054	11,133,144	12,369,597

	Description	2023-2024 Actual	2024-2025 *Preliminary*	2024-2025 Revised	2025-2026 *Preliminary*	*2024-2025* Thru Apr	*2024-2025* Est Yr End
136	Bond Procedes Authorized						
137	Other Sources/QZAB	2,610	345,580	0	0	0	0
138	Desig. Fund Bal						
139	CAPITAL OUTLAY						
140	TOTAL REVENUES:	16,751,628	10,353,020	13,359,847	20,301,054	12,876,770	12,369,597
141	Beg. Balance	2,638,711	22,309,148	22,309,148	22,309,148		22,309,148
142	Less:						
143	Ending Balance		32,662,168	20,934,330	42,610,202		34,678,745
144	Capital Outlay						
145	Total Funds Available	19,390,339	32,662,168	20,934,330	42,610,202	12,876,770	34,678,745
146	EXPENDITURES:						
147	Oper/Maint	3,078				0	0
148	Other Equipment	121,593				0	0
149	Purchased Services	2,500	5,000	458,200	4,658,200	381,833	458,200
150	Technology/Software	1,479,525	2,500,000	2,750,000	2,750,000	807,305	968,766
151	Improvement			0			
152	Building Maintenance		2,500,000	4,200,000	3,800,000	0	0
153	Buses	1,239,136	510,000	200,000	1,500,000	222,880	267,456
154	Furniture/Equip	1,624,060	1,600,500	2,008,206	1,600,000	1,673,505	2,008,206
155	Other Objects/Portables	3,339,265	190,000	1,661,142	800,000	1,661,142	1,661,142
156	Vehicles	296,532	310,000	560,000	300,000	5,687	6,824
157	Total Capital	8,105,689	7,615,500	11,837,547	15,408,200	4,752,351	5,370,593
158			210,000				
159	Golden Spike	566,168	450,000	0	0	0	0
160	Grouse Creek	68,080	225,000	225,000	0	1,368	1,642
161	Prop Purchase/Other Projects	29,039	1,500,000	0	150,000	0	0
162	School Small Capital Projects		250,000	336,618	250,000	280,515	336,618
162	HS Athletic Facilities	1,067,292	125,000	125,000	250,000	28,358	34,030
163	Total Construction	1,730,579	2,550,000	686,618	650,000	310,241	372,289
164	Desig. F Bal	1,906,771					
165	MBA Lease Payment HS/Golden Spike		1,990,500	2,210,500	11,010,500	1,895,644	1,985,302
166							
166	CAPITAL OUTLAY						
167	TOTAL EXPENDITURES	11,743,039	12,156,000	14,734,665	27,068,700	6,958,236	7,355,895
168	**SCHOOL FOOD SERVICE FUND (49)**						

	Description	2023-2024 Actual	2024-2025 *Preliminary*	2024-2025 Revised	2025-2026 *Preliminary*	*2024-2025* Thru Apr	*2024-2025* Est Yr End
169							
170	REVENUE:						
171	Lunch Sales	1,521,093	1,200,000	1,352,486	1,300,000	1,229,533	1,352,486
172	Other Local	-55,094	0	0	0	0	0
173	State	1,417,063	990,000	990,000	900,000	573,901	631,291
174	Federal	2,632,718	2,275,000	2,832,500	2,500,000	2,575,000	2,832,500
175	Other		0	0	0	0	0
176	SCHOOL FOODS			0	0		
177	TOTAL REVENUES:	5,515,780	4,465,000	5,174,986	4,700,000	4,233,406	4,816,277
178	Beg. Balance	5,371,320	5,538,400	5,538,400	5,538,400	5,538,400	5,538,400
179	Less:						
180	Ending Balance	5,133,181	10,003,400	10,713,386	10,238,400	9,771,806	10,354,677
181	School Food Service Funds						
182	available	5,753,919	10,003,400	10,713,386		9,771,806	10,354,677
183	EXPENDITURES:						
184	Salaries	2,018,213	1,900,500	1,900,500		1,570,907	1,727,998
185	Benefits	557,845	575,000	575,000		398,417	478,101
186	Food/Supplies	2,610,555	2,750,000	2,950,000	3,009,000	2,319,471	2,551,418
187	Equipment	98,507	220,250	220,250	100,000	175,878	202,260
188	Other Costs	98,564	80,000	80,000	80,000	29,656	34,104
189	Dir/Indirect Costs	-85,511	325,000	325,000	325,000	85,512	102,614
190	SCHOOL FOODS						
191	TOTAL EXPENDITURES:	5,298,173	5,850,750	6,050,750	3,514,000	4,579,842	5,096,496
192	**FOUNDATION FUND(75)**						
193							
194	REVENUE:						
195	TOTAL REVENUES	557,267	385,000	485,807	500,000	422,441	485,807
196	Available Revenue	557,267	385,000	485,807	500,000	422,441	485,807
197	EXPENDITURE:						
198	Expenses	316,704	325,000	465,517	475,000	365,667	420,517
199	Changes/Desg Fund Bal						
200	TOTAL EXPENDITURES	316,704	325,000	465,517	475,000	258,538	420,517
201	**AGENCY FUND (76)**						
202							

BESD Board Financial
Budget Report

	Description	2023-2024 Actual	2024-2025 *Preliminary*	2024-2025 Revised	2025-2026 *Preliminary*	*2024-2025* Thru Apr	*2024-2025* Est Yr End
203	REVENUE:						
204	Agent Services	23,250	22,500	79,124	80,000	68,804	79,124
205	State	4,517	4,500	0	0	0	0
206	Federal						
207	Other	0	0	0	0	0	0
208	AGENCY FUND						
209	TOTAL REVENUES	27,767	27,000	79,124	80,000	26,241	79,124
210	EXPENDITURE:						
211	Instruction	105	10,000	10,000	10,000	1,269	1,460
212	NUCC	33,971	25,000	25,000	25,000	21,192	24,371
213	Other	3,465	2,500	2,631	3,000	2,288	2,631
214	Changes/Desg Fund Bal	0					
215	AGENCY FUND						
216	TOTAL EXPENDITURES	37,541	37,500	37,631	38,000	24,749	28,461
217							
218							
219							
220							
221	GRAND TOTAL FUNDS AVAILABLE						
222	ALL FUNDS	172,552,857	156,137,250	165,740,113	180,772,402	143,756,588	164,314,729
223	GRAND TOTAL EXPENDITURE						
224	ALL FUNDS	153,957,648	160,237,376	165,039,943	181,251,770	121,412,062	146,850,508

Box Elder School District
Summary of Budgets - All Governmental Fund Types
Fiscal Year 2025-26 Budget

	Total All Governmental Funds	General (FD10) Fund	Fund 21, 26, 49 Special Revenue Fund	Fund 31, 32 Capital & Debt Service Funds
Revenues:				
Property taxes	58,473,536	35,711,452		22,762,084
Interest on investments	3,220,000	2,100,000		1,120,000
Sale of Food	1,300,000	0	1,300,000	0
Other local revenue	6,443,039	1,790,000	4,553,039	100,000
State of Utah	103,201,365	102,201,365	900,000	100,000
Federal government/Other	7,600,000	5,100,000	2,500,000	0
Total Revenues	180,237,940	146,902,817	9,253,039	24,082,084
Expenditures and Encumbrances:				
Instruction	107,776,906	97,220,925	10,555,981	
Counseling and child accounting	6,764,471	6,764,471		
Media Services and education supervision	3,651,787	3,651,787		
General district administration	1,568,495	1,568,495		
General school administration	8,468,228	8,468,228		
Accounting, personnel,purchasing, & IT services	1,799,429	1,799,429		
Operation and maintenance of school buildings	41,833,041	14,764,341		27,068,700
Student transportation	7,529,475	7,529,475		
Child Nutrition Services				
Non-K12 Services				
Community services and building rentals	1,178,170	1,178,170		
Capital Outlay	0			0
Debt Service	3,310,750			3,310,750
Total Expenditures and Encumbrances	183,880,752	142,945,321	10,555,981	30,379,450
Net Total Expenditures and Encumbrances	(3,642,812)	3,957,496	(1,302,942)	(6,297,366)
Other Financing Sources (Uses)				
Bond sale proceeds				0
Other financing sources	0	0	0	0
Operating Transfer In/Out & (Uses)	0	0	0	0
Total Sources (Uses)	0	0	0	0
Excess (deficiency) of revenue and other sources (uses) over expenditures	(3,642,812)	3,957,496	(1,302,942)	(6,297,366)
Fund Balances Unreserved & Unassigned - July 1	$ 3,506,706	$ 3,506,706	$ -	$ -
Fund Balances Unreserved & Unassigned - June 30	$ (136,106)	$ 7,464,202	$ (1,302,942)	$ (6,297,366)

Box Elder School District
General Fund (Fund 10)
For Fiscal Year 2025-26 With Comparative Information for Years 2022-23 Through 2024-25
Fund Expenditures by Function

	2022-23 Actual	2023-24 Actual	2024-25 Revised	2025-26 Preliminary
Revenues:				
Property taxes	26,650,444	32,194,261	31,750,300	35,711,452
Interest on investments	225,000	2,170,032	1,250,000	2,100,000
Other local revenue	4,340,000	2,670,638	1,660,250	1,790,000
State of Utah	93,550,472	91,543,932	92,937,450	102,201,365
Federal government	5,500,000	10,172,704	5,250,000	5,100,000
Total Revenues	130,265,916	138,751,567	132,848,000	146,902,817
Expenditures and Encumbrances:				
Instruction	95,946,887	89,367,245	92,225,814	97,220,925
Counseling and child accounting	5,770,480	6,652,920	6,405,170	6,764,471
Media services and educational supervision	2,996,995	3,228,850	3,491,333	3,651,787
General district administration	1,167,514	1,175,876	1,517,872	1,568,495
General school administration	7,306,707	7,269,407	7,983,518	8,468,228
Accounting and purchasing services	1,355,810	1,172,732	1,727,373	1,799,429
Operation and maintenance of school buildings	12,231,843	16,310,273	14,078,498	14,764,341
Student transportation	6,256,340	7,156,330	7,179,554	7,529,475
Community Services	1,031,066	1,126,785	1,118,498	1,178,170
Total Expenditures and Encumbrances	134,063,642	133,460,418	135,727,630	142,945,321
Excess (deficiency) of revenues and other sources (uses) over expenditures	(3,797,726)	5,291,149	(2,879,630)	3,957,496
Other financing uses	0	0	0	
Other financing sources	2,000,000	0	0	
Other changes in reserved and designated fund balances	0	0	0	
Fund Balances Unreserved & Undesignated - July 1	$ 173,339	$ 15,422,715	$ 20,713,864	$ 17,834,234
Fund Balances Unreserved & Undesignated - June 30	$ 15,422,715	$ 20,713,864	$ 17,834,234	21,791,730

Box Elder School District
General Fund (FD10) - Major Revenue Sources
For Fiscal Year 2025-26 With Comparative Information for Years 2022-23 Through 2024-25

		2022-23 Actual	2023-24 Actual	2024-25 Revised	*Estimated* 2025-26 Preliminary
	REVENUES:				
	Local Sources				
1	Property taxes	29,305,305	28,900,000	34,300,000	35,711,452
2	Interest on investments	1,319,767	1,750,000	2,000,000	2,100,000
3	Other local revenue	1,349,339	1,511,500	1,810,000	1,790,000
4	Assigned Balance				
	Total Local Sources	31,974,411	32,161,500	38,110,000	39,601,452
	State Sources				
	Regular Basic School Programs:				
5	Regular School Program K-12	42,092,298	39,796,113	41,053,444	44,312,601
6	NESS Nece Exist Small Schools	1,082,634	1,093,077	871,172	1,028,280
7	Professional Staff Costs	4,510,206	4,388,029	4,524,917	0
8	Adm Costs/Foreign Exchange Students	17,120	17,120	26,964	42,066
	Restricted Basic School Program/Adjustments				
9	Special Education - Regular Program	6,569,914	6,378,665	7,190,173	8,123,275
10	Special Education - Self Contained	865,701	865,701	917,475	1,050,404
11	Special Education - Preschool	1,403,027	1,448,731	1,567,782	1,600,067
12	Ext. Year Program - Severly Handicapped	32,437	32,479	34,717	37,159
13	Spec Education Impact Aid	151,504	151,504	163,013	84,570
14	Special Education - Minimum Schools	73,156	91,056	98,374	0
15	Students At Risk---Add ON	1,740,248	1,819,599	2,320,915	2,413,876
16	Vocational and Technical Education	2,879,983	3,090,245	3,377,570	3,015,923
17					
18	Adult Ed High School Completion	241,811	241,811	268,581	290,651
19	Adult Ed Corrections	10,303	36,803	25,663	23,993
20	Class Size Reduction	3,358,408	3,314,257	3,422,416	3,564,983
21	Gifted and Talented	-	115,507	109,254	-
22	Advanced Placement	-	-		-
23	Concurrent Enrollment	-	232,122	262,213	-
24	Youth in Care	-	598,424	551,716	-

Box Elder School District
General Fund (FD10) - Major Revenue Sources
For Fiscal Year 2025-26 With Comparative Information for Years 2022-23 Through 2024-25

		2022-23 Actual	2023-24 Actual	2024-25 Revised	*Estimated* 2025-26 Preliminary
	Other State Sources of Revenue				
25	Enhance for Students at Risk(Above the lin	-	-		-
26	Flexible Allocation	-	32,486	32,272	4,953,438
27	Pupil Transporation	4,671,907	4,931,025	5,089,935	5,986,505
28	School Nurses	-	-		
29	Teacher's Supplies	97,451	99,707	222,873	22,873
30	Voted Leeway	2,770,001	2,973,027	2,546,385	5,498,109
31	Board Leeway	4,945,403	4,400,294	3,342,946	1,538,561
32	Trust Land	1,125,236	1,887,937	3,622,093	2,069,465
33	Capital and Technology	-	-		-
34	Critical Language	92,540	-		-
35	Extended Day Kindergarten	709,312	-		-
36	Digital Teaching	368,090	367,609	367,370	-
37	Out of State Tuition Reimbursement	-	-		-
38	On-Line Testing	-	-		-
39	UPASS Accessment/TSSA	2,852,509	3,354,979	3,622,093	4,170,227
40	Driver Education	-	-		-
41	Safe/Drug/Suicide/CPR/Stat Cap FT	-	-		-
42	Teacher Salary Supplement	87,835	-		-
43	Educator Professional Time	1,125,200	1,176,578	1,367,137	1,434,855
44	Professional Learning	-	69,668	74,649	
45	State Literacy Achievement/Early Literacy	299,909	247,782	0	0
46	Library Books Electronic Resources	-	367,609	0	-
47	Educator Salary Adjustments	6,851,985	7,132,798	7,825,020	8,997,425
48	USTAR Centers/BTS Elementary Arts	-	162,579	126,000	-
49	Student Health and Counselor	3,354,979	395,224	432,044	358,398
50	Elementary School Counselors	-	150,000	0	-
51	English Language Learners	299,909	41,375	0	-
52	Other State Revenue/Medicaid	3,022,284	782,240	0	1,476,241
53					
54	Total State Revenues	97,703,300	92,284,160	95,457,176	102,093,945
	General Fund Revenue				
	Federal Sources				
	Medicaide and Americorp (7533)	650,000	689,573	1,300,000	1,300,000
	Adult Ed State Leadership (7403)	177,735	0	0	0
	Perkins Formula (7400)	435,879	216,056	216,056	216,056
	ATE Tech Prep/School to Work	41,462	38,950	0	0
	JAVITS/CARES				
	Title I (7511)	955,742	950,780	953,000	955,800
	Fed NCLB Title I Migrant (7548)	30,034	30,110	30,110	30,210
	Title II Math & Science (7626) NCLB	371,861	370,450	370,450	370,800
	Student Support Title IV (7905)	88,342	89,250	89,250	89,500
	Special Education (7551)	2,398,616	2,410,050	2,493,000	2,500,000
	English Language ELL (7880)	40,079	31,980	31,980	32,000
	IDEA B Preschool (7522)	126,964	123,400	127,000	127,000
	Forest Service	37,561	38,510	38,950	38,950
	Other Federal Revenue	9,512,564	5,750,000	5,200,000	5,100,000
	Total Federal Revenues	14,866,839	10,739,109	10,849,796	10,760,316
	Total Revenue	144,544,550	135,184,769	144,416,972	152,455,713

Box Elder School District
Summary of Budgets - Special Revenue Funds (Fund 21,26,49)
Fiscal Year 2025-26 Budget

	Total Special Revenue Funds	Fund 21 School Activity Fund	Fund 26 RDA Fund	Fund 49 Child Nutrition Fund
Revenues:				
Property taxes	0			
Interest on investments				
Sale of Food	1,300,000			1,300,000
Other local revenue	4,553,039	4,553,039		
State of Utah	900,000			900,000
Federal government	2,500,000			2,500,000
Total Revenues	9,253,039	4,553,039	0	4,700,000
Expenditures and Encumbrances:				
Instruction	3,900,000	3,900,000		
Non-Instruction	6,142,981			6,142,981
Total Expenditures and Encumbrances	10,042,981	3,900,000	0	6,142,981
Net Total Expenditures and Encumbrances	(789,942)	653,039	0	(1,442,981)
Other Financing Sources (Uses)	0	0	0	0
Bond sale proceeds				
Other financing sources				
Operating Transfer In/Out				
Excess (deficiency) of revenue and other sources (uses) over expenditures				
Fund Balances Unreserved & Unassigned - July 1	$ -	$ -		
Fund Balances Unreserved & Unassigned - June 30	$ -	$ -		

Box Elder School District

School Activity Fund Budget (Fund 21)

For Fiscal Year 2025-26 With Comparative Information for Years 2022-23 Through 2024-25

Fund Expenditures by Function

	2022-23 Actual	2023-24 Actual	2024-25 Revised	2025-26 Preliminary
REVENUES:				
Local Sources				
Property taxes				
Tuition				
Other Local revenue	4,264,562	4,500,000	5,153,039	4,553,039
Total Local Sources	4,264,562	4,500,000	5,153,039	4,553,039
Expenditures and Encumbrances:				
Instruction (function 1000)				
Salaries	-	-	-	
Employee benefits	-	-	-	
Contract services	583,560	860,200	750,000	750,000
Supplies, textbooks & utilities	3,299,016	3,064,800	3,460,000	2,860,000
Administrative	39,796	290,000	40,000	40,000
Other	197,681	285,000	250,000	250,000
Total Instruction	4,120,052	4,500,000	4,500,000	3,900,000
Total Expenditures and Encumbrances	4,120,052	4,500,000	4,500,000	3,900,000
Excess (deficiency) of revenues and other sources (uses) over expenditures	112,047	0	653,039	653,039
Other financing uses				
Other financing sources				
Other changes in Reserved and Designated Fund Balances				
Fund Balances Unreserved & Unassigned - July 1	$ 3,580,124	$ 3,692,171	$ 3,692,171	$ 4,345,210
Fund Balances Unreserved & Unassigned - June 30	$ 3,692,171	$ 3,692,171	$ 4,345,210	$ 4,998,249

Box Elder School District

Child Nutrition Fund Budget (Fund 49)

For Fiscal Year 2025-26 With Comparative Information for Years 2022-23 Through 2024-25

Fund Expenditures by Function

	2022-23 Actual	2023-24 Actual	2024-25 Revised	2025-26 Preliminary
REVENUES:				
Sale of Food	1,374,329	1,521,093	1,352,486	1,300,000
Other Local revenue	0	1,417,063	990,000	900,000
State of Utah	772,140	2,632,718	2,832,500	2,500,000
Federal Government	3,596,580	220,807		
Inventory Adjustment				
Total Revenue	5,743,049	5,791,681	5,174,986	4,700,000
Expenditures:				
Salaries	1,674,343	2,018,213	1,900,500	2,018,331
Employee benefits	477,229	557,845	575,000	610,650
Cost of food	2,449,145	2,610,555	2,950,000	3,009,000
Equipment	38,994	98,507	220,250	100,000
Contract services	41,344	98,564	80,000	80,000
Other				
Total Expenditures	4,681,055	5,383,684	5,725,750	5,817,981
Excess (deficiency) of revenues and other sources (uses) over expenditures	1,061,994	407,997	(550,764)	(1,117,981)
Other financing sources	0	0		0
Other changes in Reserved and Designated Fund Balances	(277,118)	407,997		(1,117,981)
Fund Balances Unreserved & Unassigned - July 1	5,667,959	5,390,841	5,798,838	5,248,074
Fund Balances Unreserved & Unassigned - June 30	5,390,841	5,798,838	5,248,074	4,130,093

Box Elder School District

Summary of Budgets - All Capital & Debt Service Funds

Fiscal Year 2025-26 Budget

	All Capital & Debit Service Funds	Fund 32 Capital Outlay Fund	Fund 31 Debt Service Fund
Revenues:			
Property taxes	12,362,990	9,140,440	3,222,550
Interest on investments	852,200	750,000	102,200
Bond Refund/Other	52,000	52,000	
State of Utah	45,000	45,000	
Ins./Prop Recry/Federal	20,000	20,000	
Other Funds			
Total Revenues	13,332,190	10,007,440	3,324,750
Expenditures and Encumbrances:			
Oper/Maint			
Bond Debt	3,321,250		3,321,250
Purchased services	8,500	5,000	3,500
Land Improvement			
Building Maintenance	2,500,000	2,500,000	
New Construction	125,000	125,000	
Vehicles	820,000	820,000	
Furniture/Equipment	1,600,500	1,600,500	
Other Objects	2,500,000	2,500,000	
Total Expenditures	10,875,250	7,550,500	3,324,750
Excess revenue over (under) expenditures & encumbrances	2,456,940	2,456,940	0
Other Financing Sources (Uses) Bond sale proceeds	345,580	345,580	
Excess of revenue and other sources over (under) expenditures & encumbrances and other uses	2,802,520	2,802,520	0
Unreserved & Unassigned - July 1	$ 22,894,640	$ 16,998,140	$ 5,896,500
Unreserved & Unassigned - June 30	$ 21,091,660	$ 15,195,160	$ 5,896,500

Box Elder School District

Capital Outlay Fund Budget (Fund 32)

0

Fund Expenditures by Function

	2022-23 Actual	2023-24 Actual	2024-25 Revised	2025-26 Preliminary
REVENUES:				
Property taxes	10,988,589	13,024,313	10,492,234	19,311,054
Interest on investments	768,832	1,114,094	763,130	770,000
Bond Refund/Other	116,016	102,033	1,050,766	100,000
State of Utah	3,754,299	1,711,119	1,002,976	100,000
Ins./Prop Recry/Federal	45,103	941,006	26,606	20,000
Donations				
Total Revenues	15,672,839	16,892,565	13,335,712	20,301,054
Expenditures and Encumbrances:				
Land Improvement				
Software	1,425,789	1,479,525	2,750,000	2,750,000
Purchased services	7,188	2,500	458,200	4,658,200
Building Maintenance	1,016,206	0	4,200,000	3,800,000
Construction	5,956,980	0		0
Vehicles	1,674,969	296,532	560,000	300,000
Furniture/Equipment	1,576,492	1,624,060	2,008,206	1,600,000
Other Objects (Land)				
Loan and MBA Payment	1,898,641	3,339,265	1,661,142	800,000
Total Expenditures	13,556,267	6,741,882	11,637,548	13,908,200
Excess revenue over (under) expenditures & encumbrances	2,116,572	10,150,683	1,698,164	6,392,854
Other Financing Sources (Uses)	-			
Excess of revenues and other sources over (under) Expenditures & encumbrances and other uses	2,116,572	10,150,683	1,698,164	6,392,854
Unreserved & Unassigned - July 1	17,006,364	18,396,123	28,546,806	30,244,970
Unreserved & Unassigned - June 30	18,396,123	28,546,806	30,244,970	36,637,824

Box Elder School District

Governmental Funds - Revenue Summary Comparison

For Fiscal Year 2024-25 With Comparative Information for Years 2014-15 Through 2025-26 Preliminary

		Maintenance & Operation Fund	Funds 21,26,49 Special Fund	Funds 31 & 32 Capital and Bond Funds	Total All Funds
2015-16	Actual	$ 79,675,047	$ 12,628,296	$ 14,771,932	$ 107,075,275
2016-17	Actual	$ 80,309,920	$ 12,664,233	$ 16,189,515	$ 109,163,668
2017-18	Actual	$ 83,271,801	$ 12,559,676	$ 15,204,413	$ 111,035,890
2018-19	Actual	$ 91,409,479	$ 12,490,106	$ 15,561,402	$ 119,460,987
2019-20	Actual	$ 96,475,711	$ 12,724,944	$ 15,055,117	$ 124,255,772
2020-21	Actual	$ 106,135,112	$ 14,807,048	$ 13,418,227	$ 134,360,387
2021-22	Actual	$ 108,527,022	$ 13,294,550	$ 15,567,470	$ 137,389,042
2022-23	Actual	$ 121,852,492	$ 10,007,611	$ 19,500,646	$ 151,360,749
2023-24	Actual	$ 140,423,730	$ 9,528,222	$ 24,470,488	$ 174,422,440
2024-25	Revised	$ 137,754,883	$ 10,328,025	$ 17,092,274	$ 165,175,182

Box Elder School District

Total Expenditures by Object (All Funds)

For all Fiscal Years 2015-2025 with Estimates for 2023-24 and 2024-25

Expenditures	Salary	Benefits	Contracted Services	Supplies	Property	Other Objects	Total Expenditures
2015	$ 42,580,017	$ 19,167,773	$ 8,895,742	$ 10,203,700	$ 2,780,700	$ 40,480,808	$ 124,108,740
2016	$ 44,108,607	$ 19,583,639	$ 11,875,265	$ 9,851,893	$ 3,576,656	$ 11,403,555	$ 100,399,615
2017	$ 46,740,590	$ 20,404,392	$ 16,556,315	$ 10,571,976	$ 4,482,476	$ 10,833,722	$ 109,589,471
2018	$ 50,604,008	$ 21,331,182	$ 19,673,137	$ 11,608,809	$ 3,356,956	$ 11,491,838	$ 118,065,930
2019	$ 57,077,602	$ 23,475,994	$ 12,346,242	$ 12,705,478	$ 2,932,136	$ 8,197,386	$ 116,734,838
2020	$ 59,576,974	$ 25,162,270	$ 4,985,889	$ 11,926,374	$ 11,703,477	$ 9,115,825	$ 122,470,809
2021	$ 64,905,147	$ 26,543,679	$ 5,232,607	$ 12,877,063	$ 17,440,651	$ 17,126,889	$ 144,126,036
2022	$ 67,791,867	$ 29,653,305	$ 6,139,429	$ 14,434,693	$ 5,886,608	$ 8,221,730	$ 132,127,632
2023	$ 73,536,955	$ 28,643,848	$ 8,727,153	$ 11,717,636	$ 745,316	$ 730,082	$ 124,100,990
2024	$ 82,810,216	$ 32,206,060	$ 6,049,377	$ 14,921,415	$ 10,357,580	$ 7,613,000	$ 153,957,648
*2025	$ 84,620,566	$ 30,715,746	$ 8,837,173	$ 19,424,709	$ 8,809,348	$ 12,632,401	$ 165,039,943
*2026	$ 89,867,041	$ 32,620,122	$ 8,845,042	$ 19,037,159	$ 9,024,000	$ 24,487,387	$ 183,880,751

Year 25 07/01/24 - 06/30/25
Program Numbers & Description

New programs

Program Number	State Prgm No.	Program Description	Director
0002		Transportation Safety Promotion	Jason Sparks
0003		Edgenuity was Credit Recovery	Keith Mecham
0005		Elementary Curriculum (K-5) *including Textbooks*	Heidi Jo West
0006		Elementary Science Program	Heidi Jo West
0009		Title IX	Coerina Fife
0012		Secondary Curriculum (6-12) *including Textbooks*	Keith Mecham
0013		Emergency Reserve	Neil Stevens
0021		Student Activity Funds	Neil Stevens
0024		Classified Professional Development	Coerina Fife
0025		Extra Curricular Activities	Coerina Fife
0030		Athletics	Coerina Fife
0035	Fund 76	Pan Sales	Colleen Hancey
0038		Utah Fits All	Keith Mecham/Yvette Gunn
0039		School Fees	Neil Stevens
0040		Administrator Professional Development	Neil Stevens
0041		New School Startup	Neil Stevens
0042	Fund 76	Board Member's Fund	Neil Stevens
0043	Fund 76	District Office Fund	Neil Stevens/Marci Hatch
0044		BEAA Box Elder Administrators Association	Randy Rasmussen
0045		School Reimbursable (Graduation & Accreditation)	Neil Stevens
0046		Teacher Incentive	Neil Stevens
0047		Teacher Professional Development *(was 5250)*	Heidi Jo West
0048		Student Services	Megan Bushnell
0049		Teacher Enhancement (Tax Levy)	Neil Stevens
0050		Classroom - General	Superintendent
0051		Textbooks	Neil Stevens
0054		Home Bound	Coerina Fife
0055		Debt Service	Neil Stevens
0056		In-School Suspension & School Within a School	Superintendent
0059		BLTS-Building Level Technology Specialists was 5259	Robert Gordon
0140		Grouse Creek Activity Account	Sherri Harper
0156		ILSC Bistro Activity Account	Sherri Harper
0157		ILSC Gift Shop/Store Activity Account	Sherri Harper
0200		Municipal Bldg (FD50)	Neil Stevens
0300		Redevelopment Taxes	Neil Stevens
0501		Waterford	Catherine Allen
0502		JUUL SETTLEMENT (Health Service Personnel)	Rachel Lott
0504		Section 504	Coerina Fife
0533		ELL-EARS (Program 5336 EARS *capture ELL costs*)	Jeff Morris
0567		District's 25% TSSA (Program 5678 TSSA)	Heidi Jo West/Keith Mecham
0600		Special Transportation	Jason Sparks

Year 25 07/01/24 - 06/30/25
Program Numbers & Description

New programs

Program Number	State Prgm No.	Program Description	Director
1205		Special Education - All State Programs	Catherine Allen
1215		Special Education - Pre-school (State)	Catherine Allen
1220		SpEd-ESY Summer Program (was 1212)	Catherine Allen
1225		Special Education - Impact Aide	Catherine Allen
1278		SpEd Educators Extra Days Extended Year (was 1206)	Catherine Allen
1609		Adult Education Supplemental	Randy Rasmussen
1610	1609	Adult High School Completion	Randy Rasmussen
3010		Community Recreation (Natatoriums)	Neil Stevens
3020		Civic Services - Activities	Neil Stevens
3025		Building Rental	Neil Stevens
3300	Fund 75	Foundation General Unrestricted	Keith Mecham/Marci Hatch
3330	Fund 75	Foundation - Program Enhancement	Keith Mecham/Marci Hatch
3340	Fund 75	Foundation-Designation by Donor	Keith Mecham/Marci Hatch
3350	Fund 75	Foundation General - Scholarship	Keith Mecham/Marci Hatch
3402	Fund 75	Foundation Marie Eccles - Fine Arts, Music, Drama	Keith Mecham/Marci Hatch
3403	Fund 75	Foundation-Nucor	Keith Mecham/Marci Hatch
3404	Fund 75	Foundation-Janice Petersen	Keith Mecham/Marci Hatch
3405	Fund 75	Foundation-BEHS Sport Project Improvements	Keith Mecham/Marci Hatch
3406	Fund 75	Foundation-Bear River High School Turf	Keith Mecham/Marci Hatch
3407	Fund 75	Foundation-Northrop Grumman	Keith Mecham/Marci Hatch
3408	Fund 75	Foundation-United Way	Keith Mecham/Marci Hatch
3409	Fund 75	Foundation-USU Summer Camp	Keith Mecham/Marci Hatch
3410	Fund 75	Foundation-One District One Book	Keith Mecham/Marci Hatch
3411	Fund 75	Foundation-BRHS Baseball Bleachers	Keith Mecham/Marci Hatch
3412	Fund 75	Foundation-BEHS Turf	Keith Mecham/Marci Hatch
3500		Employee Health & Wellness	Coerina Fife
5000		Budget Cut	Neil Stevens
5100		Termination Benefit Funding	Neil Stevens
5160		Instructional Media Centers	AshLee Nelson
5201		Class Size Reduction (State)	Coerina Fife
5211	5331	EASP (Enhancement for Accelerated Students Program)-Gifted Talented **LEAP**	AshLee Nelson/Megan Bushnell
5212	5332	Advanced Placement	Ben Willey
5213	5333	Concurrent Enrollment	Ben Willey
5220		**NESS** Necessarily Existent Small Schools *(Western schools)*	Superintendent
5229	5699	Assessment/Testing	Jeff Morris
5270		High School CPR/AED Grant	Sherri Harper
5295		Teaching & Learning flowthru i.e. travel reimbursement	Sherri Harper
5310		Flexible Allocation	Sherri Harper
5315		Pupil Transportation	Jason Sparks
5316		Fleet Fund - Mileage	Jason Sparks
5336	5344	EARS -Enhancement for at Risk Students	Heidi Jo West
5340		YIC- Youth in Custody Programs	Randy Rasmussen

Year 25 07/01/24 - 06/30/25
Program Numbers & Description

New programs

Program Number	State Prgm No.	Program Description	Director
5368		School Nurse Program	Coerina Fife
5380		Online Course Access Amendments/Home & Private	
5420		School Land Trust	Heidi Jo West/Keith Mecham
5455		Voted Leeway	Neil Stevens
5460		Board Leeway	Neil Stevens
5463		Safety	Superintendent
5500		ADA (American Disabilities Act)	Corey Thompson
5561		Capital Outlay Enrollment Growth	David Roberts
5607		Nation Board Certified Teacher Progam	Coerina Fife
5608		School-Based Mental Health Screening Prgm	Megan Bushnell
5610		Driver Ed	Keith Mecham
5613		Corrections Institutions	Randy Rasmussen
5618		Early Interactive-Profession/Tech Service	AshLee Nelson
5619		Indian Education State Grant	Megan Bushnell
5637		DLI-Dual Language Immersion (Critical Languages)	Jeff Morris
5697		LSNA AD-T Elementary School Counseling (Yr22 $150,000)	Megan Bushnell
5644		STEM Endorsement Incentives	Ben Willey
5647		PRIME (Concurrent Enrollment)	Ben Willey
5651		Educator Professional Time	Coerina Fife
5653		Public Education Capital & Technology	Corey Thompson
5654		Period Products in Schools	Corey Thompson
5655		Digital Teaching and Learning	Keith Mecham
5660		General Financial Literacy	Ben Willey
5666		Professional Learning	AshLee Nelson
5670		Competency Based Learning	David Blake
5672		SUBSTANCE ABUSE PREVENTION	Megan Bushnell
5673		PBS E-CIGARETTE PREVENTION	Megan Bushnell
5674		Suicide Prevention	Megan Bushnell
5677		Computer Science (recd 32,000 Yr20 train teachers)	Ben Willey
5678		TSSA-Teacher&Student Success	Heidi Jo West/Keith Mecham
5679		Student Health&Counseling Support (Mental Health)	Megan Bushnell
5682		Waterford Upstart	Catherine Allen
5685		CSI Paraeducator Grant	Randy Rasmussen
5696		School Safety Pilot Program	Megan Bushnell
5697		LETRS Professional Learning	AshLee Nelson
5700	Fund 76	Northern Utah Curriculum Agent District	Keith Mecham
5712		ILSC Summer Student Program	Catherine Allen
5800		E-Rate	Robert Gordon
5801		Ed Net	Robert Gordon
5805		Early Literacy Program	AshLee Nelson
5807		TSSP-Teacher Salary Supplement Program	Sherri Harper
5810		Library Books & Supplies	Keith Mecham

Year 25 07/01/24 - 06/30/25
Program Numbers & Description

New programs

Program Number	State Prgm No.	Program Description	Director
5813		Future Educators Program Stipend	Coerina Fife
5876		Legislative - Educators Salary Adjustment	Neil Stevens
5882		BTSALP Arts Grant	Heidi Jo West
5884		Teacher Supplies & Materials	Neil Stevens
5901		CTE College&Careers Awareness-7or8 only for the CCA Cou	Ben Willey
5902		CTE Work Based Learning	Ben Willey
5903		CTE Comprehensive Guidance	Ben Willey
5910		Charter School Local Replacement	Neil Stevens
5911		English Language Learner Software Support	Jeff Morris
6015		CTE Administration&Support Services	Ben Willey
6030		CTSO Special Projects	Ben Willey
6100		CTE - Agriculture Food&Natural Resources	Ben Willey
6200		CTE - Education & Training	Ben Willey
6300		CTE - Health Sci, Human Services & Public Safety	Ben Willey
6400		CTE - Audio/Visual Tech & Communications	Ben Willey
6500		CTE - Business, Marketing, Hospitality & Tourism	Ben Willey
6600		CTE - Architecture & Construction	Ben Willey
6700		CTE - Information Technology	Ben Willey
6800		CTE - Engineering & Manufacturing Technology	Ben Willey
6900		CTE - Transportation, Distribution & Logistics	Ben Willey
7035		CTE Special Projects	Ben Willey
7101		FEDERAL IMPACT AIDE - FOREST SERVICE	Neil Stevens
7215		21ESSER II (CARES)	Superintendent
7225		21ESSER III ARP (America Rescue Plan)	Superintendent
7226		ARP One-Time Teacher Bonus for Extra Assignments	Superintendent
7230		21GEER II	Catherine Allen
7250		PUBLIC HEALTH EMERGENCY RESPONSE	Sherri Harper
7251		Electronic Cigarette, Marijuana/Drug Prevention	Rachel Lott
7252		Botvin Life Skills	Rachel Lott
7253		Catch My Breath Grant	Rachel Lott
7254		Check & Connect Metor	Rachel Lott
7355		AmeriCorps Literacy	Sherri Harper
7390		IRS Subsidy MBA Interest	Neil Stevens
7400	7401	Perkins - Formula	Ben Willey
7401		Perkins V Formula Reserve Regional Consortium	Ben Willey
7402		Perkins Special Project Grants to Support CTE	Ben Willey
7403		Perkins Special Project Round 2	Ben Willey
7511		Title I	Heidi Jo West
7522		IDEA Preschool	Catherine Allen
7523		ARP Preschool SPED	Catherine Allen
7524		STAC SPED	Catherine Allen
7525		ARP SPED IDEA	Catherine Allen

Year 25 07/01/24 - 06/30/25
Program Numbers & Description

New programs

Program Number	State Prgm No.	Program Description	Director
7548	7519	ESEA CH1 - Migrant Education	Jeff Morris
7551	7524	Idea-B - Handicapped (PL 101-476)	Catherine Allen
7699		Medicaid Reimbursement & Outreach (was pgrm 5425)	Catherine Allen
7801		Comprehensive School Improvement (CSI)	Randy Rasmussen
7802		CSI Summer Grant	Randy Rasmussen
7860		Title IIA, Formula & Improving Teacher Quality	Heidi Jo West
7880		Title III	Jeff Morris
7893		Stonger Connections Nurses	Rachel Lott
7905		4A Student Support & Academic Enrichment	Megan Bushnell
7950		Homeless	Megan Bushnell
7960		Indian Education Grant	Megan Bushnell
8000		Child Nutrition	Collen Hancey
9300		Administration	Superintendent
9600		Building Maintenance and Utilities	Corey Thompson
9650		Energy (was Cenergistics)	Corey Thompson
9670		Technology Maintenance	Robert Gordon
9700		Construction Program (Bond)	Corey Thompson
9999		Carryover Elimination	Neil Stevens

Example					
Fund	Location	Year	Program	Function	Object
(10)	(500)	(3)	(0050)	(1000)	(610)

FUND CODES

Fund Classifications

Governmental Fund Types

10 General Fund
21 School (Student) Activity Fund
26 Tax Increment Financing (Redevelopment Taxes) Fund
31 Debt Service Fund
32 Capital Projects Fund
49 School Food Services Fund
75 Foundation Fund
76 Agency Fund
80 General Fixed Assets Fund
90 General Long Term Debt

This is designed as a reference only. Account numbers should come from budget sheets or be approved by Sherri Harper

School Number		School Name
Elementary:	**104**	**Century**
	115	**Golden Spike**
	125	**Discovery**
	132	**Fielding**
	136	**Garland**
	140	**Grouse Creek**
	150	**Lake View**
	156	**ILSC** Independent Life Skills Center (also 157&158)
	164	**McKinley**
	167	**North Park**
	168	**Park Valley**
	172	**Three Mile Creek**
	188	**Snowville**
	200	**Willard**
Secondary:	**304**	**Harris Intermediate**
	308	**Young Intermediate**
	404	**Bear River Middle**
	408	**Box Elder Middle**
	704	**Bear River High**
	708	**Box Elder High**
	714	**Bear River Natatorium**
	718	**Box Elder Natatorium**
	778	**Sunrise High**
	570	**YIC** Youth In Care **Triumph**
District:	**500**	**District Office**
	545	**Maintenance Dept.**
	546	**Computer Dept.**
	550	**SSC-Support Service Center (North)**
	555	**Transportation (South)**
	888	**Inactive**
	999	**General (No Location Assigned)**

FUNCTION CODES

1000		**Instructional (General/Work directly with students)**
2000		**Support Services**
	2100	Support Services - Student (student well being)
	2200	Support Services - Instructional (supervising & improving instructional staff)
	2300	Support Services - General District Administration
	2400	Support Services - School Administration
	2500	Support Services - Business (accounting, purchasing, personnel & technology)
	2600	Operation & Maintenance Services (Facilities)
	2700	Student Transportation Services
3000		**Operation of Non-Instructional Services**
	3100	Food (Child Nutrition) Services
	3300	Community Services and Building Rental
4000		**Facility Acquisition and Construction Services**
	4000	Equipment (small & large), furniture, repairs and maintenance
	4500	Construction Services
5100		**Debt Service**

OBJECT CODES

110 General District Administrative Salaries

- 111 Compensation - School Board
- 112 Salaries - Superintendent
- 113 Salaries - Associate, Deputy, or Assistant Superintendent
- 114 Salaries - School Business Administrator
- 115 Salaries - Supervisors & Directors
- 116 Salaries - 401K Bonus
- 117 Salaries - Incentive
- 118 Salaries - Bonus

120 School Administrative Salaries

- 121 Salaries - Elementary Principals & Assistants
- 122 Salaries - Secondary Principals & Assistants
- 123 Salaries - Coordinators
- 125 Salaries - 401K Bonus
- 127 Salaries - Incentive
- 128 Salaries - Bonus

130 Certified Instructional Salaries

- 130 Salaries - Teachers (Elementary)
- 131 Salaries - Teachers (Secondary)
- 132 Salaries - Substitute Teachers
- 133 Salaries - Sabbatical Leave
- 134 Salaries - Extra Pay
- 135 Salaries- Speech Specialist
- 136 Salaries - Career Ladder Extra
- 137 Salaries - Career Ladder Days
- 138 Salaries - Bonus (Sick Leave Pay)

140 Other Certified Salaries

- 141 Salaries - Attendance & Social Work Personnel
- 142 Salaries - Counselor/Guidance Personnel
- 143 Salaries - (Nurses) Health Service Personnel
- 144 Salaries - Comp Guidance Extra Pay
- 145 Salaries - Media Personnel (Certified)
- 146 Salaries - CD Specialists: Speech, Comm. Disorders
- 148 Salaries - Bonus
- 149 Salaries - Other Certified Personnel

150 Office Salaries

- 151 Salaries - Accounting Personnel
- 152 Salaries - Secretarial & Clerical Personnel
- 153 Salaries - Secondary Secretary
- 154 Salaries - Secretary Extra Pay

160 Para-Professional Salaries

- 161 Salaries - Aides, Resource Paras
- 162 Salaries - Prep Aides, ED Paras
- 163 Salaries - Functional Para
- 164 Salaries - Accompanist. SLP (speech) Paras
- 165 Salaries - Music, Media Aides, PreSchool Paras
- 166 Salaries - Para/Aides Substitute
- 167 Salaries - Collaboration Aides
- 169 Salaries - Training

170 Student Transportation Salaries

- 171 Salaries - Student Transportation Supervisor
- 172 Salaries - Contracted Bus Drivers
- 173 Salaries - Mechanics & Other Garage Employees (Route Coordinator)
- 174 Salaries - Voucher Bus Drivers
- 175 Salaries - Activity & Training
- 176 Salaries - Substitute Bus Drivers
- 178 Salaries - Equity Adjustment
- 179 Salaries - Extra Maintenance

180 Operation & Maintenance Salaries

- 181 Salaries - Operation & Maintenance
- 182 Salaries - Custodian & Maintenance Personnel
- 183 Salaries - Extra Maintenance
- 184 Salaries - Sweeper
- 185 Salaries - Summer
- 186 Salaries - Printing

190 Other Classified Salaries

- 191 Salaries - Food Services Supervisor & Asst.
- 192 Salaries - Contracted School Lunch Cook
- 193 Salaries - Non-Contracted School Lunch Cook
- 194 Salaries - Extra Contracted School Lunch Cook
- 195 Salaries - Athletic Coach
- 196 Salaries - Substitute Cook/Lunch Clerk
- 197 Salaries - Warehouse

200 Employee Benefits

- 210 State Retirement
- 220 Social Security
- 230 Early Retirement Incentive
- 240 Group Insurance
- 270 Industrial Insurance
- 280 Unemployment Insurance
- 295 Life Insurance

300 Purchased Professional & Technical Services

- 311 One Time Enhancement Allocation
- 312 Salary Adjustment Allocation
- 313 Teacher Addl Days Allocation
- 320 Professional - Education Services/Accreditation
- 330 Other Professional Services (Employee Training&Development)
- 340 Technical Services (Other Contracted Professional Services)
- 360 Kelly Services - Substitute Teacher

400 Purchased Property Services

- 420 Utility Services: Water/Sewer
- 440 Repairs & Maintenance Services/Rent
- 460 New Buildings

500 Other Purchased Services

- 521 Property Insurance
- 530 Telephone
- 532 Cell Telephone
- 540 Advertising

550 Professional Development
551 Professional Development
552 Professional Development
553 Professional Development
554 Professional Development
561 Tuition to other LEA's with the State
580 Travel including mileage, conference registration

600 Supplies & Materials

610 Supplies - General
(Amounts paid for items of an expendable nature that are consumed, worn out, or deteriorated in use; or items that lose their identity through fabrication or incorporation into different or more complex units or substances are considered supply expenditures.)
611 Uniforms
613 Food ALL (EXCEPT Child Nutrition)
620 Emergency Custodial Supplies
622 Oil
624 Motor Fuel
625 Electricity
626 Natural Gas
630 Food - CHILD NUTRITION ONLY
631 Non-Program Expenses FOOD SERVICES ONLY
636 Printing
641 Textbooks
(Expenditures for text material which are defined as including not only traditional hardbound printed volumes but also organized systems or learning packages which constitute the instructional vehicle for a given course, subject, or grade level or a significant portion of a given course, subject, or grade level.)
642 eTextbooks/Online Curriculum or Subscriptions
644 Library Books
(Expenditures for purchases of library books which are those books provided for enrichment, extension or study in depth. They may be general or specialized in nature. They are books purchased for general use and not primarily for use in certain classes, grades, or other particular student groups. They include reference sets and dictionaries, but not textbooks and periodicals.)
650 Supplies-Technology Related
(Expenditures for periodicals and newspapers for general use. A periodical is a publication appearing at regular intervals of less that a year, continuing for an indefinite period.)
660 Audiovisual Materials
(Expenditures for those non-print items which with reasonable care and use may be expected to last for more than one year. This category includes such items as recorded tapes and discs, slides and transparencies, films and filmstrips, maps and globes, prints and photographs, models and mockups.)
670 Software
675 Wiring
681 Lubricants
682 Tires and Tubes
683 Repair Parts for Buses & Other Vehicles
699 P-Card Clearing (Purchasing)

700	Property	
	710	Land & Improvements
	720	Buildings
	732	Busses
	733	Furniture
	734	Principals Tech
	735	Vehicles
	736	Principals Tech
	737	Principals Tech
	738	Equipment < $1,000 or non-capitalized
	739	Other Equipment> $ 1,000 or capitalized
		(Expenditures for the initial, additional, and replacement items of equipment, such as furniture, and fixtures and vehicle.)

800	Other Objects	
	810	Dues & Fees
	830	Interest
	831	Lease Interest
	870	Indirect Costs - Restricted
	888	Balance Sheet Accounts Only
	890	Miscellaneous Expenditures (sales tax)

900	Other Uses of Financial Resources	
	910	Principal
	931	Lease Interest
	999	Revenue Accounts Only

Exhibits

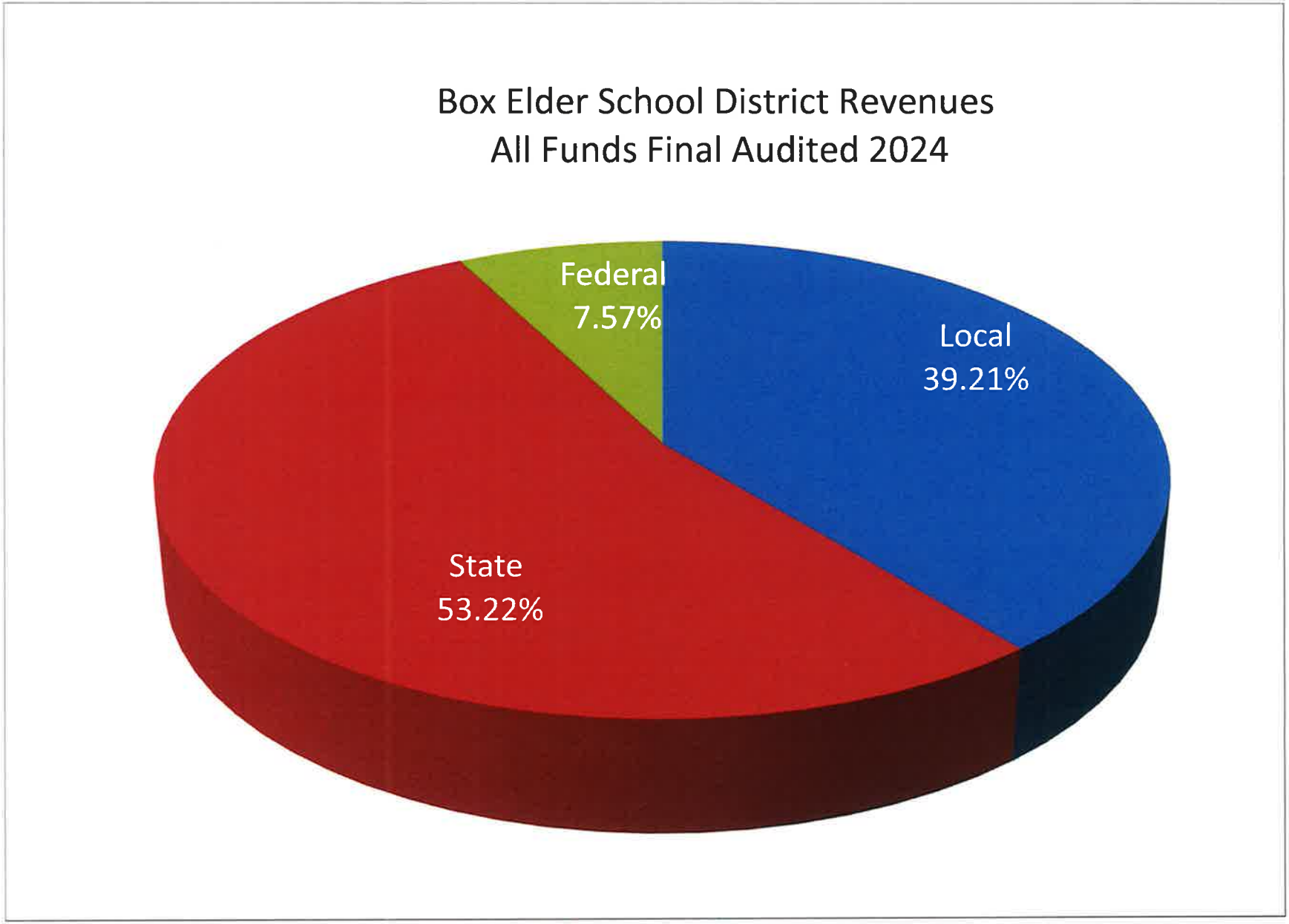

Box Elder School District Revenues
All Funds Final Audited 2024
Federal
7.57%
Local
39.21%
State
53.22%

Exhibit I

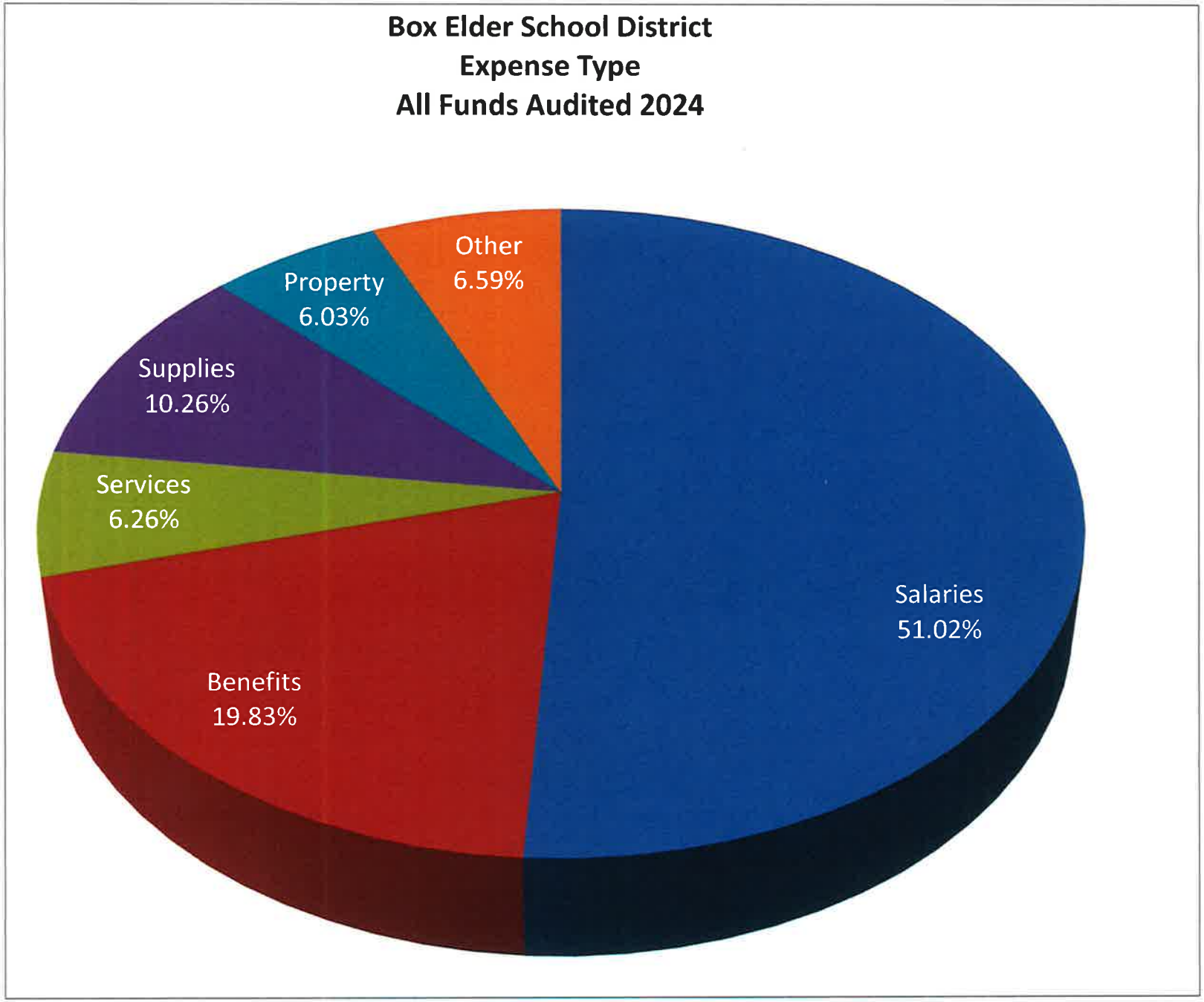
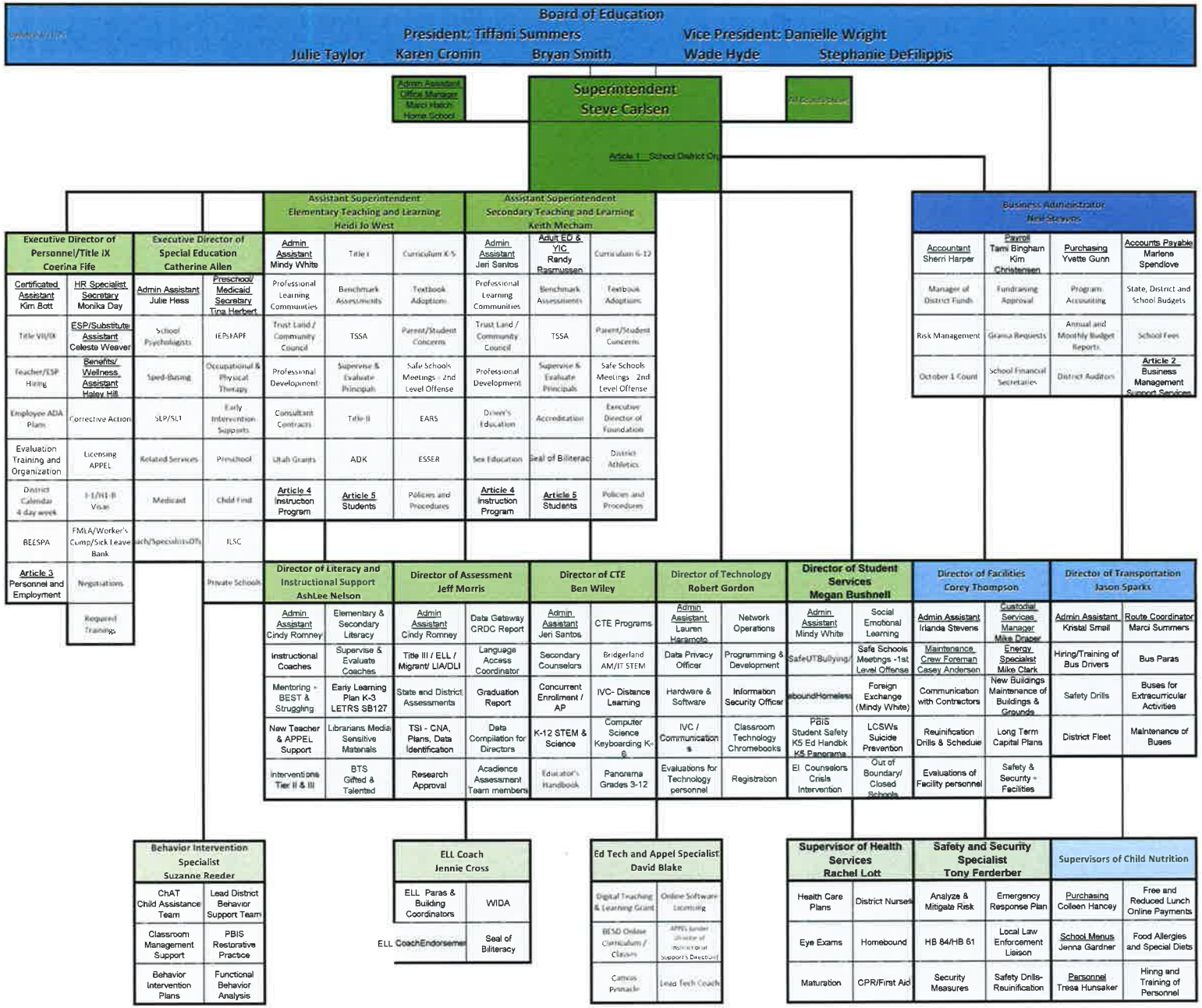
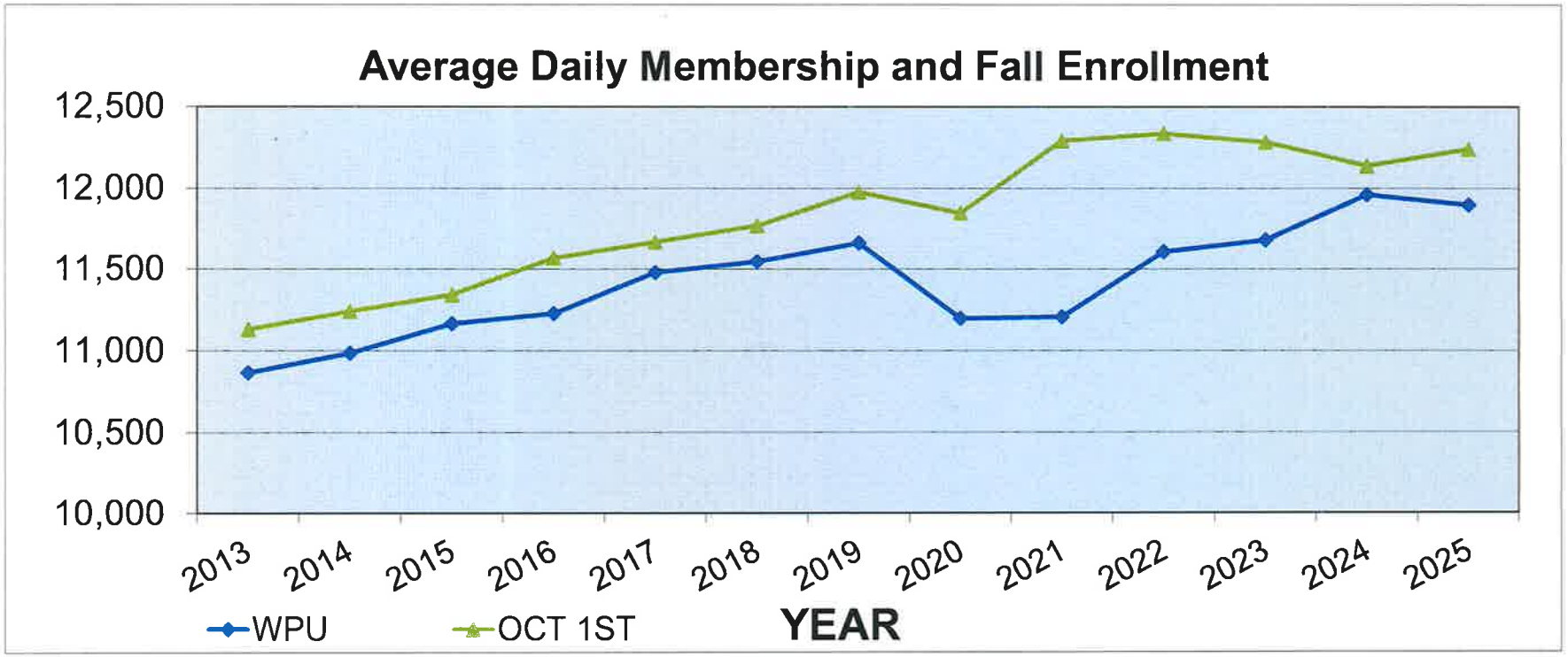

Box Elder School District
Expense Type
All Funds Audited 2024
Other
6.59%
Property
6.03%
Supplies
10.26%
Services
6.26%
Benefits
19.83%
Salaries
51.02%

Exhibit II


Board of Education
President: Tiffani Summers
Julie Taylor
Karen Cronin
Bryan Smith
Vice President: Danielle Wright
Wade Hyde
Stephanie DeFilippis
Admin Assistant
Office Manager
Marci Hatch
Home School
Superintendent
Steve Carlsen
Article 1 School District Org
Assistant Superintendent
Elementary Teaching and Learning
Heidi Jo West
Assistant Superintendent
Secondary Teaching and Learning
Keith Mecham
Business Administrator
Neil Stevens
Executive Director of
Personnel/Title IX
Coerina Fife
Executive Director of
Special Education
Catherine Allen
Admin Assistant
Mindy White
Title I
Curriculum K-5
Admin Assistant
Jeri Santos
Adult ED & YIC
Randy Rasmussen
Curriculum 6-12
Accountant
Sherri Harper
Payroll
Tami Bingham
Kim Christensen
Purchasing
Yvette Gunn
Accounts Payable
Marlene Spendlove
Certificated Assistant
Kim Bott
HR Specialist Secretary
Monika Day
Admin Assistant
Julie Hess
Preschool/ Medicaid Secretary
Tina Herbert
Professional Learning Communities
Benchmark Assessments
Textbook Adoptions
Professional Learning Communities
Benchmark Assessments
Textbook Adoptions
Manager of District Funds
Fundraising Approval
Program Accounting
State, District and School Budgets
Title VII/IX
ESP/Substitute Assistant
Celeste Weaver
School Psychologists
IEPs/FAPE
Trust Land / Community Council
TSSA
Parent/Student Concerns
Trust Land / Community Council
TSSA
Parent/Student Concerns
Risk Management
Grama Requests
Annual and Monthly Budget Reports
School Fees
Teacher/ESP Hiring
Benefits/ Wellness Assistant
Haley Hill
Sped-Busing
Occupational & Physical Therapy
Professional Development
Supervise & Evaluate Principals
Safe Schools Meetings - 2nd Level Offense
Professional Development
Supervise & Evaluate Principals
Safe Schools Meetings - 2nd Level Offense
October 1 Count
School Financial Secretaries
District Auditors
Article 2
Business Management Support Services
Employee ADA Plans
Corrective Action
SLP/SLT
Early Intervention Supports
Consultant Contracts
Title II
EARS
Driver's Education
Accreditation
Executive Director of Foundation
Evaluation Training and Organization
Licensing APPEL
Related Services
Preschool
Utah Grants
ADK
ESSER
Sex Education
Seal of Biliteracy
District Athletics
District Calendar 4 day week
I-1/H1-B Visas
Medicaid
Child Find
Article 4 Instruction Program
Article 5 Students
Policies and Procedures
Article 4 Instruction Program
Article 5 Students
Policies and Procedures
BEESPA
FMLA/Worker's Comp/Sick Leave Bank
Coach/Specialists/OTs
ILSC
Article 3 Personnel and Employment
Negotiations
Required Trainings
Private Schools
Director of Literacy and Instructional Support
AshLee Nelson
Director of Assessment
Jeff Morris
Director of CTE
Ben Wiley
Director of Technology
Robert Gordon
Director of Student Services
Megan Bushnell
Director of Facilities
Corey Thompson
Director of Transportation
Jason Sparks
Admin Assistant
Cindy Romney
Elementary & Secondary Literacy
Admin Assistant
Cindy Romney
Data Gateway CRDC Report
Admin Assistant
Jeri Santos
CTE Programs
Admin Assistant
Lauren Haramoto
Network Operations
Admin Assistant
Mindy White
Social Emotional Learning
Admin Assistant
Irlanda Stevens
Custodial Services Manager
Mike Draper
Admin Assistant
Kristal Small
Route Coordinator
Marci Summers
Instructional Coaches
Supervise & Evaluate Coaches
Title III / ELL / Migrant/ LIA/DLI
Language Access Coordinator
Secondary Counselors
Bridgerland AM/IT STEM
Data Privacy Officer
Programming & Development
SafeUTBullying/
Safe Schools Meetings -1st Level Offense
Maintenance Crew Foreman
Casey Andersen
Energy Specialist
Mike Clark
Hiring/Training of Bus Drivers
Bus Paras
Mentoring - BEST & Struggling
Early Learning Plan K-3 LETRS SB127
State and District Assessments
Graduation Report
Concurrent Enrollment / AP
IVC- Distance Learning
Hardware & Software
Information Security Officer
aboundHomeless
Foreign Exchange (Mindy White)
Communication with Contractors
New Buildings Maintenance of Buildings & Grounds
Safety Drills
Buses for Extracurricular Activities
New Teacher & APPEL Support
Librarians Media/ Sensitive Materials
TSI - CNA, Plans, Data Identification
Data Compilation for Directors
K-12 STEM & Science
Computer Science Keyboarding K-6
IVC / Communication s
Classroom Technology Chromebooks
PBIS Student Safety K5 Ed Handbk K5 Panorama
LCSWs Suicide Prevention
Reunification Drills & Schedule
Long Term Capital Plans
District Fleet
Maintenance of Buses
Interventions Tier II & III
BTS Gifted & Talented
Research Approval
Acadience Assessment Team members
Educator's Handbook
Panorama Grades 3-12
Evaluations for Technology personnel
Registration
EI Counselors Crisis Intervention
Out of Boundary/ Closed Schools
Evaluations of Facility personnel
Safety & Security - Facilities
Behavior Intervention Specialist
Suzanne Reeder
ChAT Child Assistance Team
Lead District Behavior Support Team
Classroom Management Support
PBIS Restorative Practice
Behavior Intervention Plans
Functional Behavior Analysis
ELL Coach
Jennie Cross
ELL Paras & Building Coordinators
WIDA
ELL CoachEndorsement
Seal of Biliteracy
Ed Tech and Appel Specialist
David Blake
Digital Teaching & Learning Grant
Online Software Licensing
BESD Online Curriculum / Classes
APPEL (under Director of Instructional Supports Direction)
Canvas Pinnacle
Lead Tech Coach
Supervisor of Health Services
Rachel Lott
Health Care Plans
District Nurses
Eye Exams
Homebound
Maturation
CPR/First Aid
Safety and Security Specialist
Tony Ferderber
Analyze & Mitigate Risk
Emergency Response Plan
HB 84/HB 61
Local Law Enforcement Liaison
Security Measures
Safety Drills- Reunification
Supervisors of Child Nutrition
Purchasing
Colleen Hancey
Free and Reduced Lunch Online Payments
School Menus
Jenna Gardner
Food Allergies and Special Diets
Personnel
Tresa Hunsaker
Hiring and Training of Personnel


Average Daily Membership and Fall Enrollment
12,500
12,000
11,500
11,000
10,500
10,000
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
WPU
OCT 1ST
YEAR

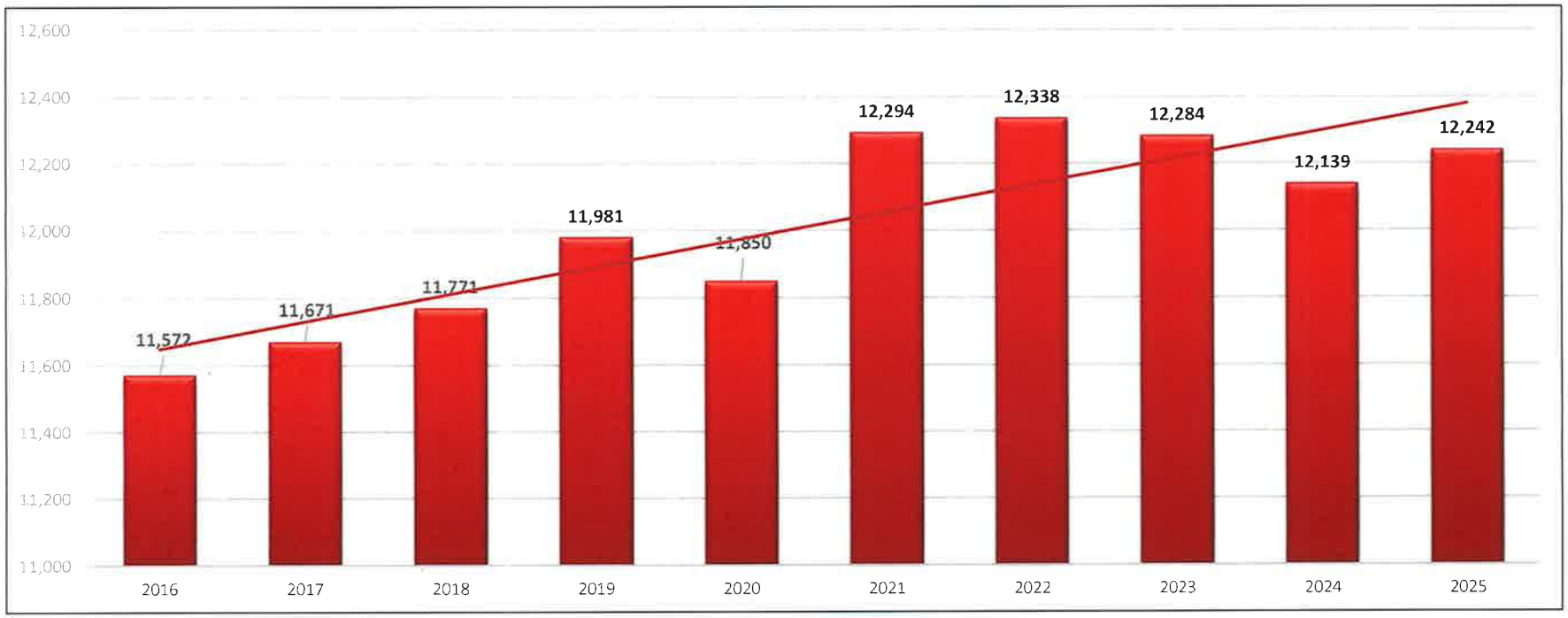

12,600
12,400
12,200
12,000
11,800
11,600
11,400
11,200
11,000
11,572
11,671
11,771
11,981
11,850
12,294
12,338
12,284
12,139
12,242
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025

Exhibit IV

Reserves General Fund in Dollars thru 2024

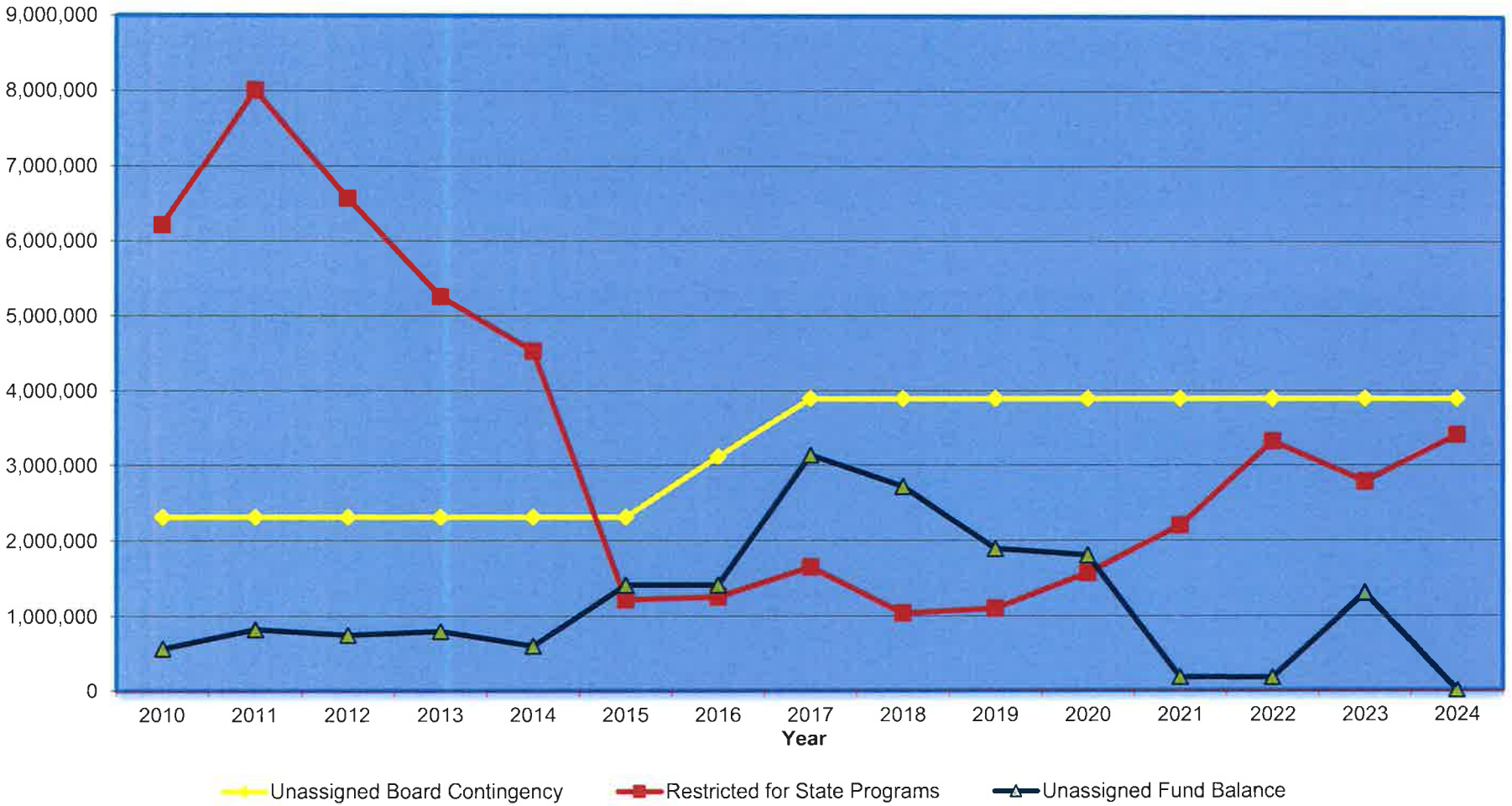


Exhibit V

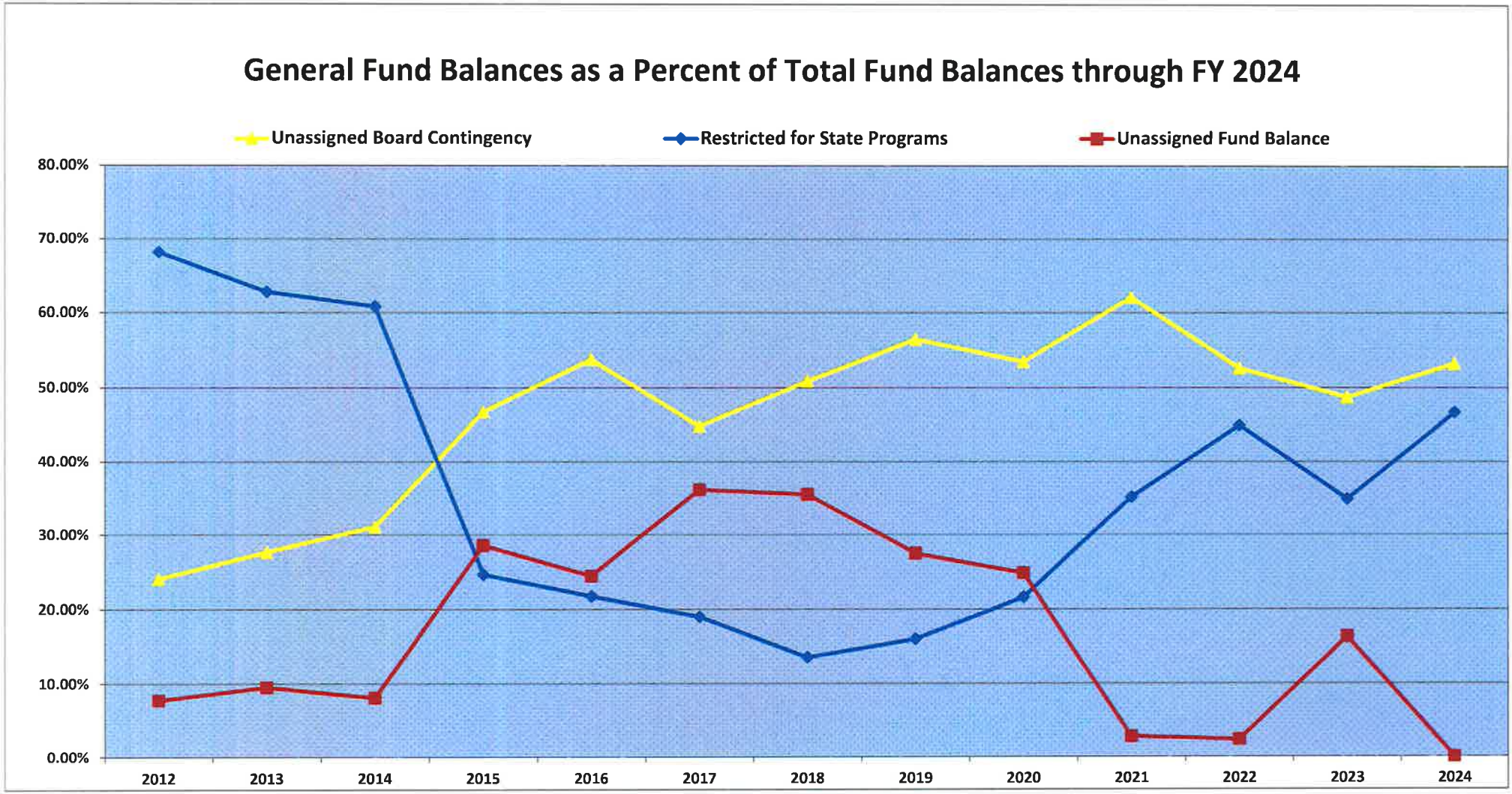
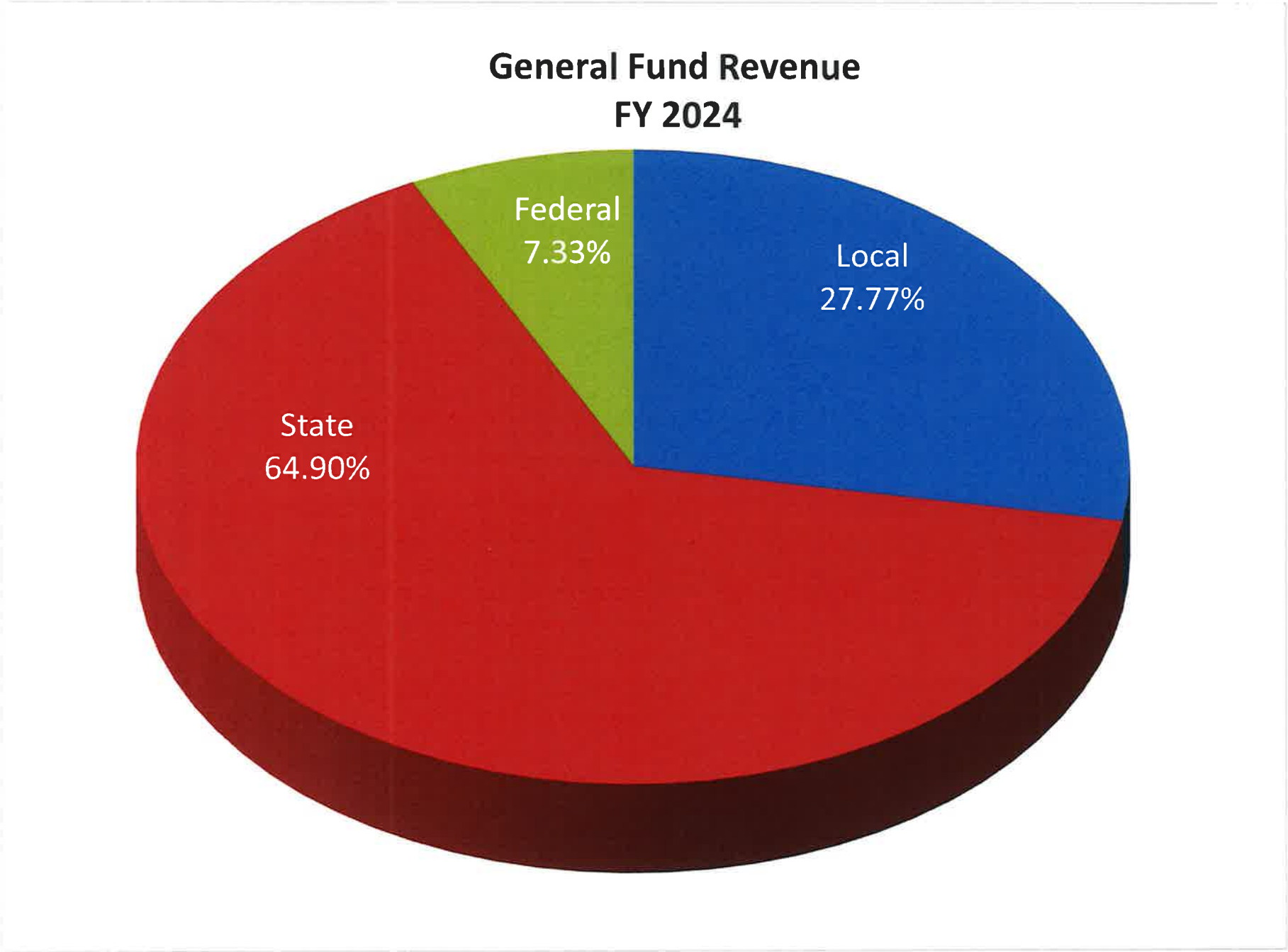

General Fund Balances as a Percent of Total Fund Balances through FY 2024
Unassigned Board Contingency
Restricted for State Programs
Unassigned Fund Balance
80.00%
70.00%
60.00%
50.00%
40.00%
30.00%
20.00%
10.00%
0.00%
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024

Exhibit VI


General Fund Revenue
FY 2024
Federal
7.33%
Local
27.77%
State
64.90%

Category Expenditure General Fund FY 2024

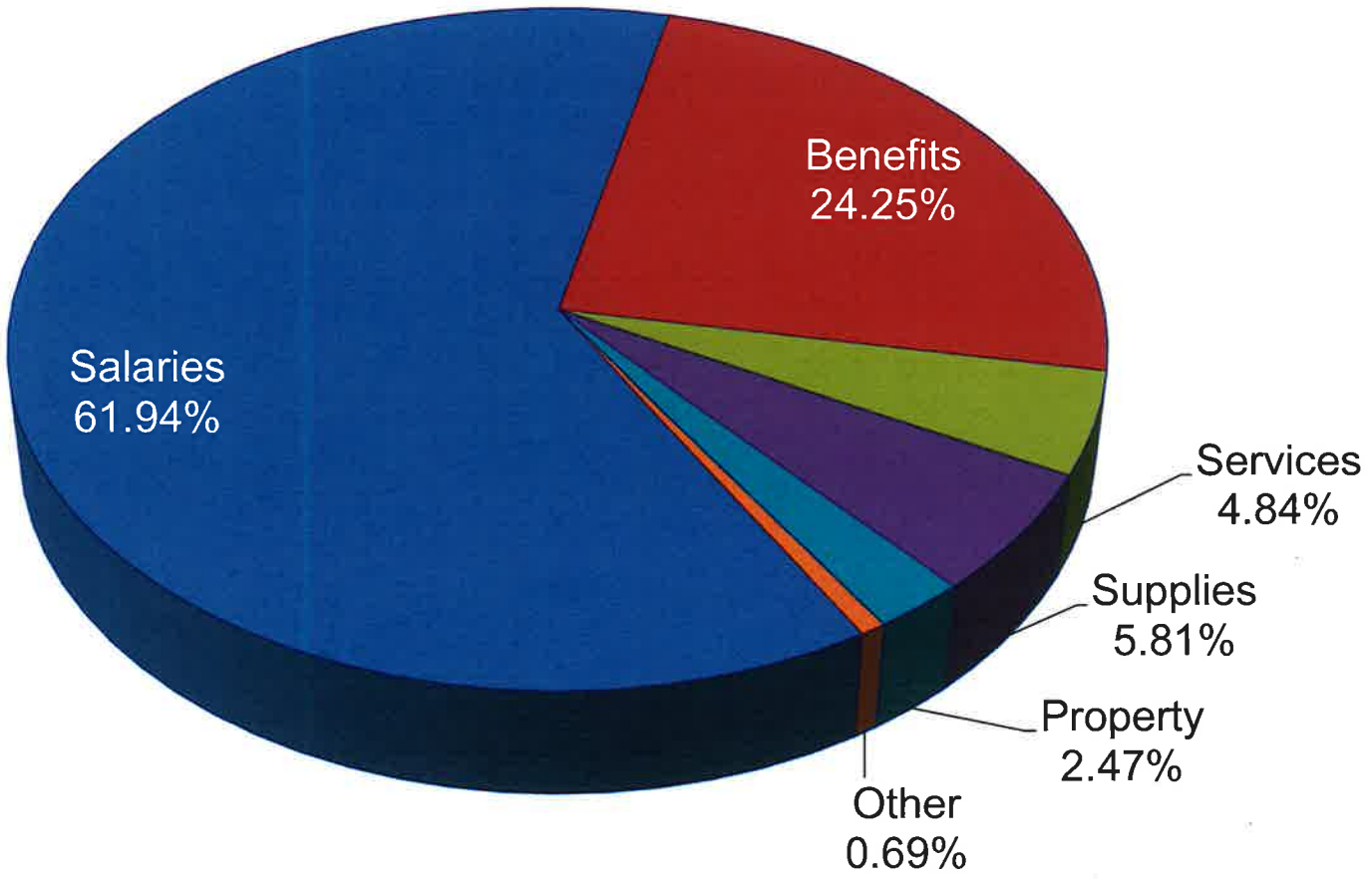


Exhibit VIII

Function Breakdown
General Fund Expenditures
FY 2024

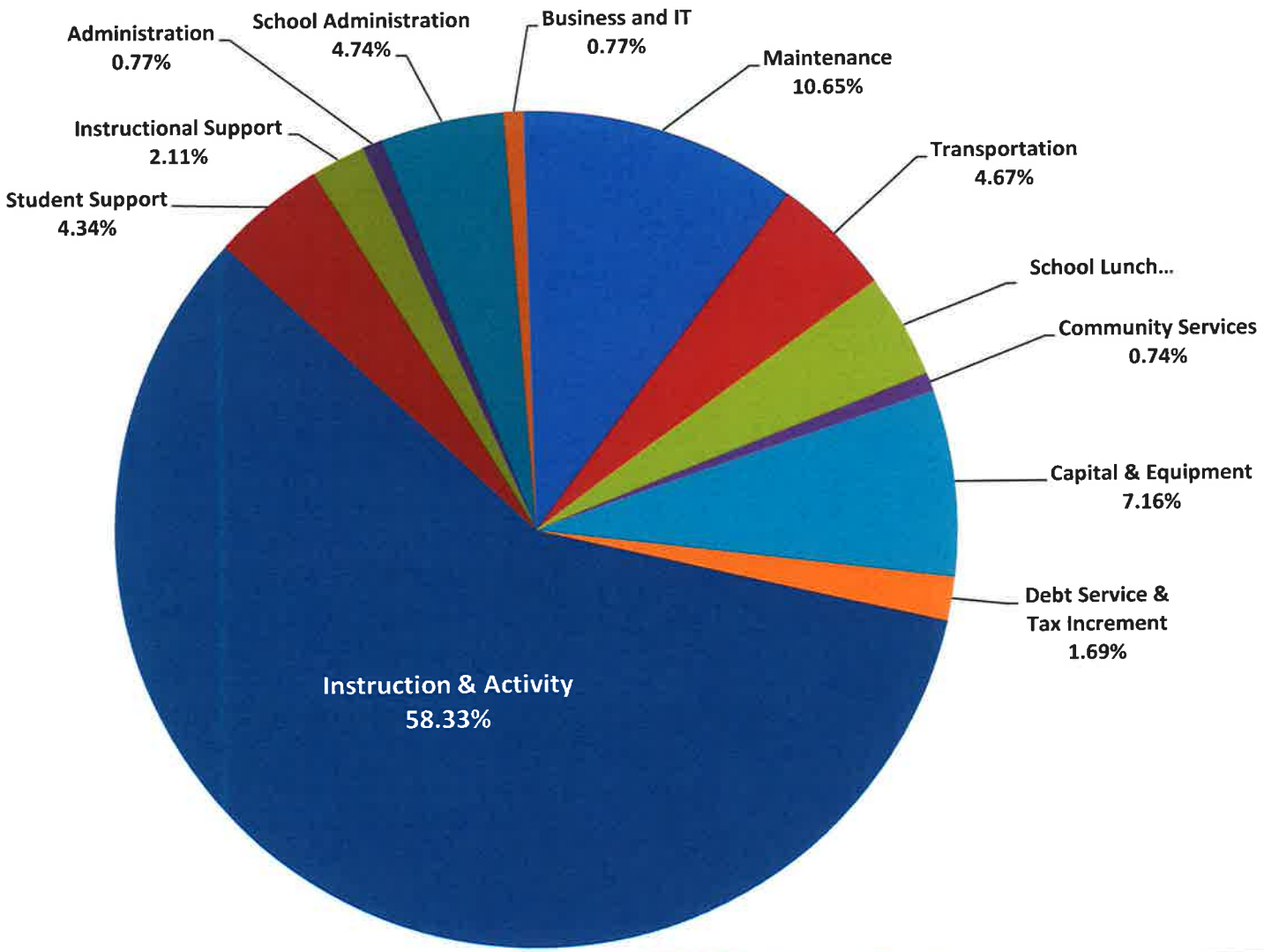


Exhibit IX

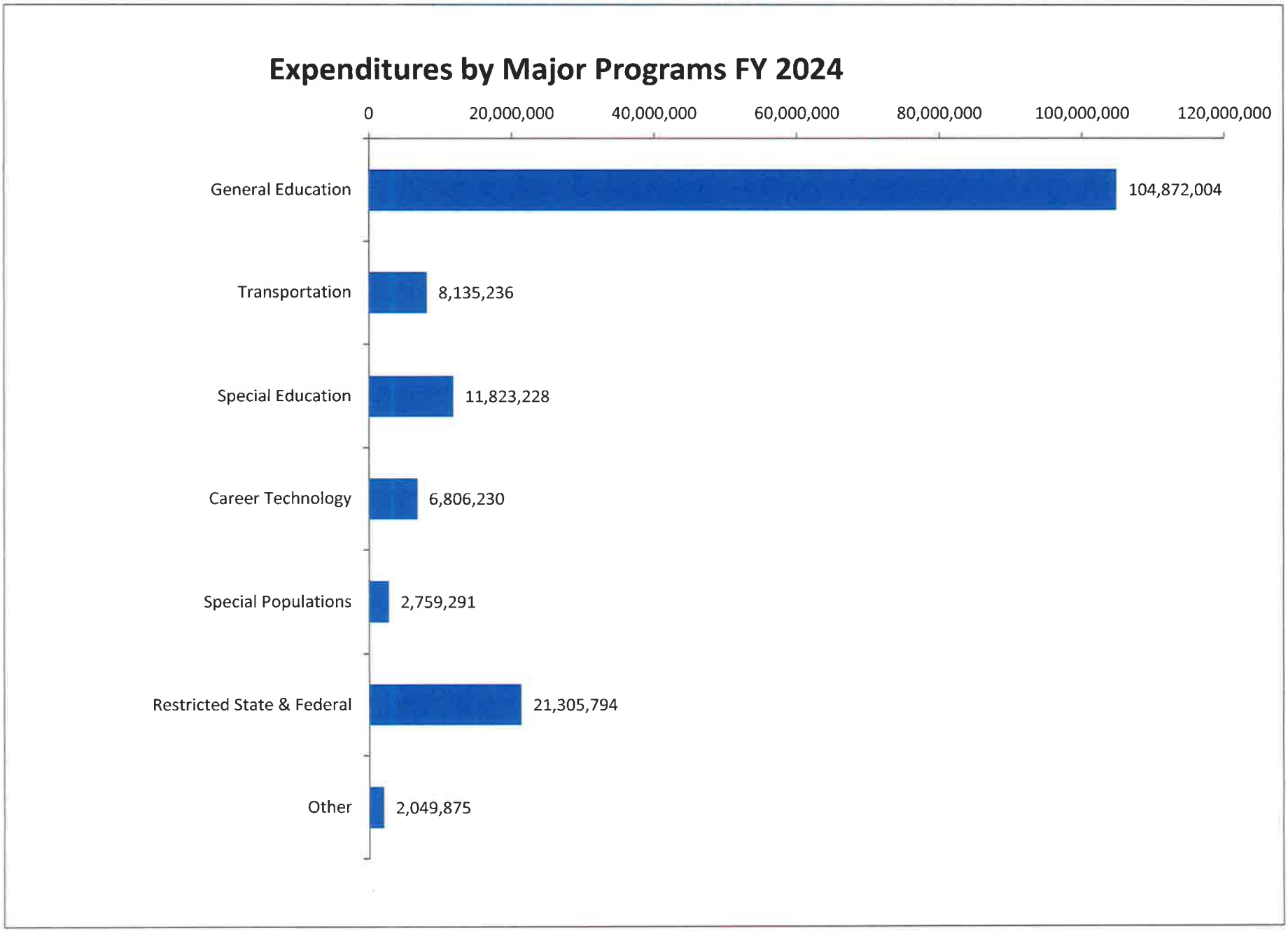

Expenditures by Major Programs FY 2024
0
20,000,000
40,000,000
60,000,000
80,000,000
100,000,000
120,000,000
General Education
104,872,004
Transportation
8,135,236
Special Education
11,823,228
Career Technology
6,806,230
Special Populations
2,759,291
Restricted State & Federal
21,305,794
Other
2,049,875

Exhibit X

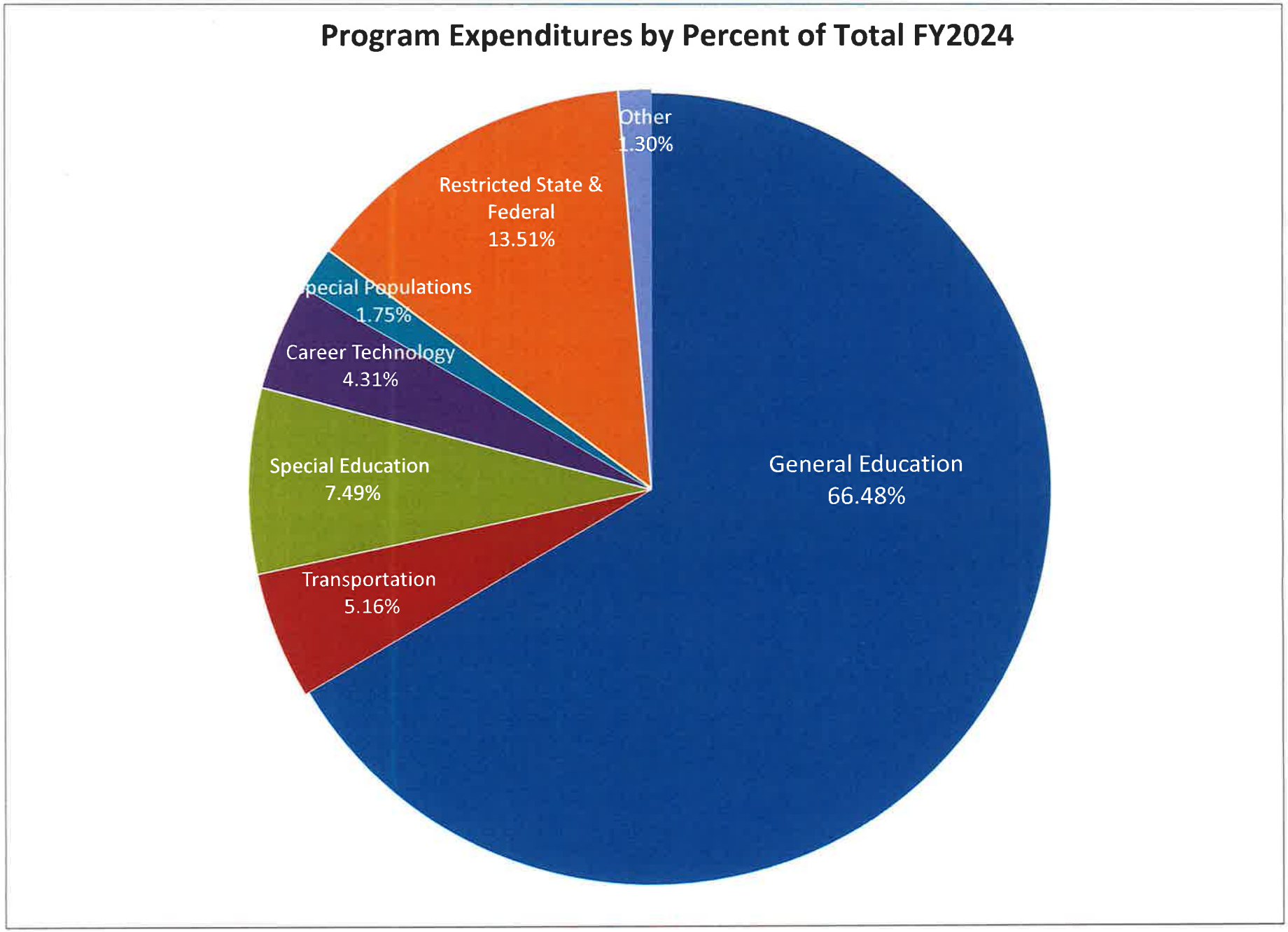

Program Expenditures by Percent of Total FY2024
Other
1.30%
Restricted State &
Federal
13.51%
pecial Populations
1.75%
Career Technology
4.31%
Special Education
7.49%
Transportation
5.16%
General Education
66.48%

Exhibit XI

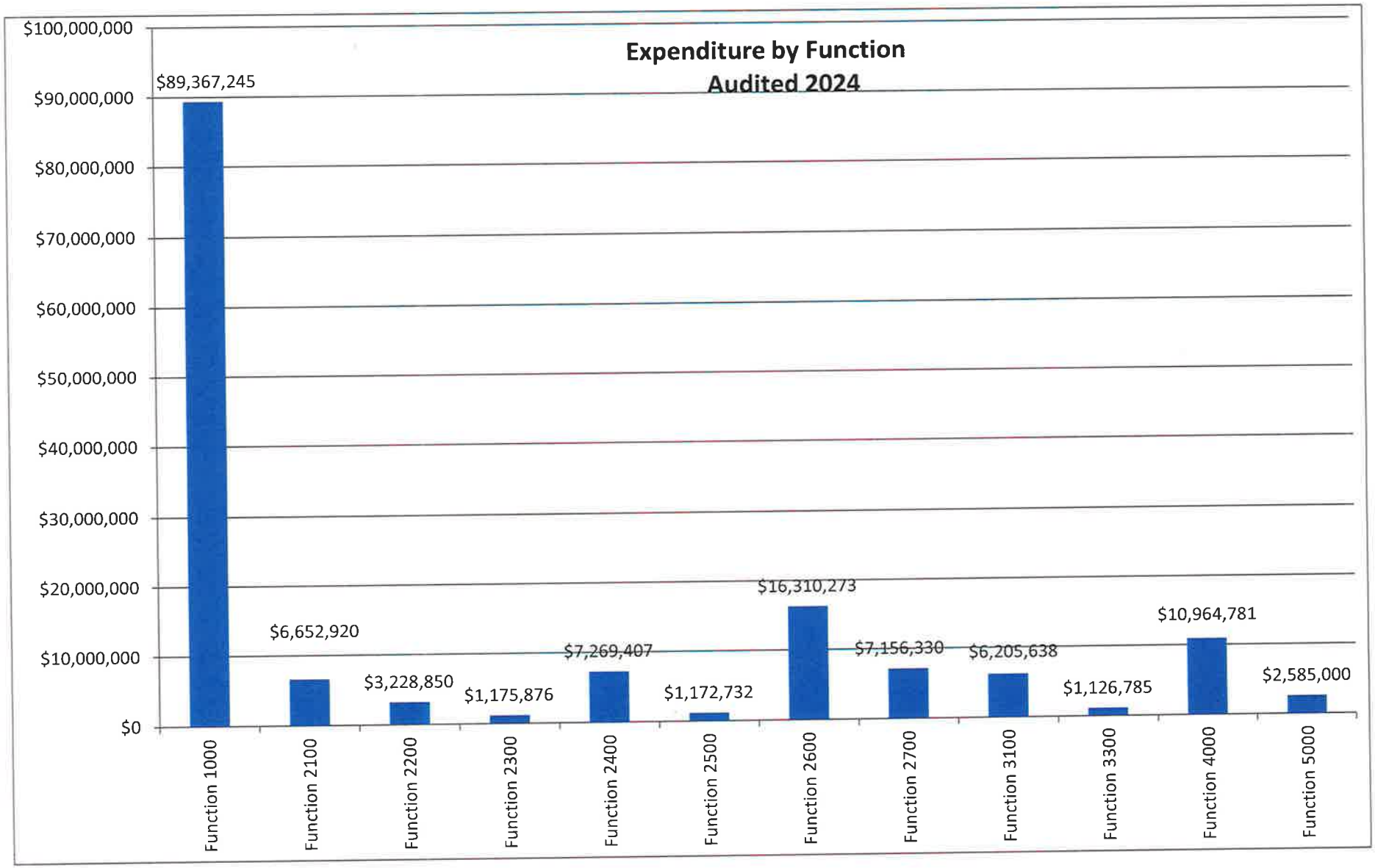

Expenditure by Function
Audited 2024
$100,000,000
$90,000,000
$80,000,000
$70,000,000
$60,000,000
$50,000,000
$40,000,000
$30,000,000
$20,000,000
$10,000,000
$0
$89,367,245
$6,652,920
$3,228,850
$1,175,876
$7,269,407
$1,172,732
$16,310,273
$7,156,330
$6,205,638
$1,126,785
$10,964,781
$2,585,000
Function 1000
Function 2100
Function 2200
Function 2300
Function 2400
Function 2500
Function 2600
Function 2700
Function 3100
Function 3300
Function 4000
Function 5000

Exhibit XII

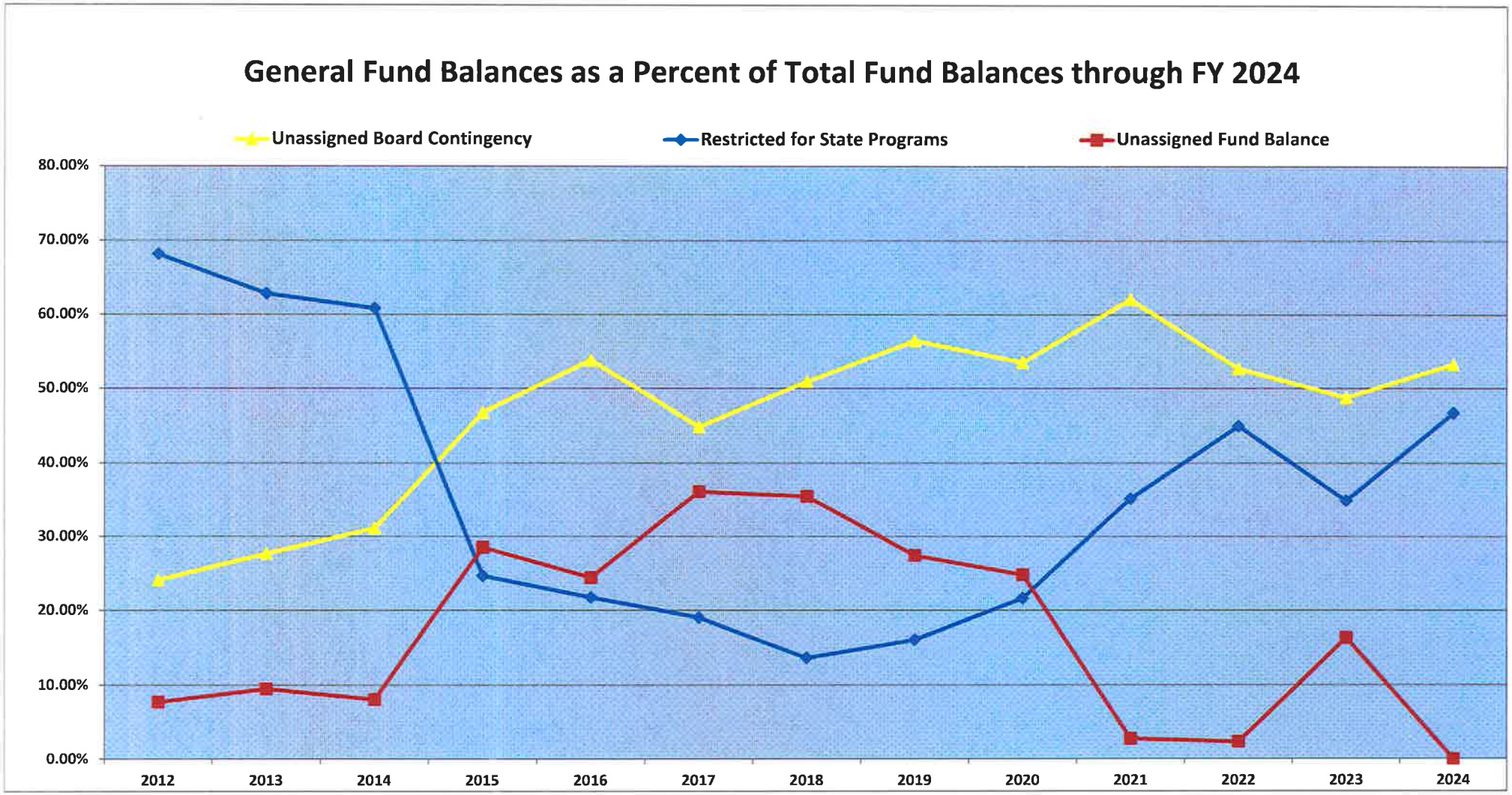


Exhibit XIII

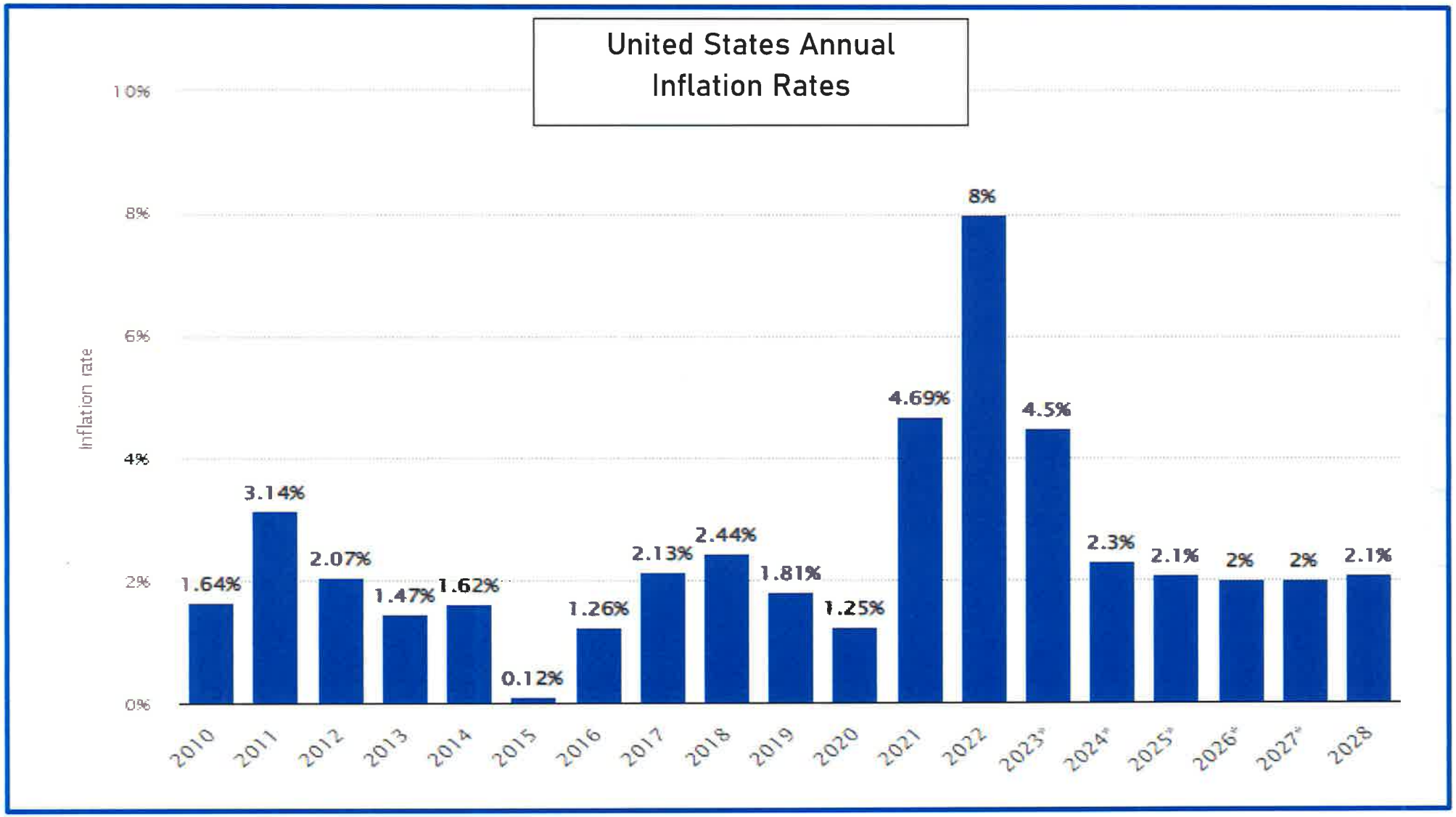
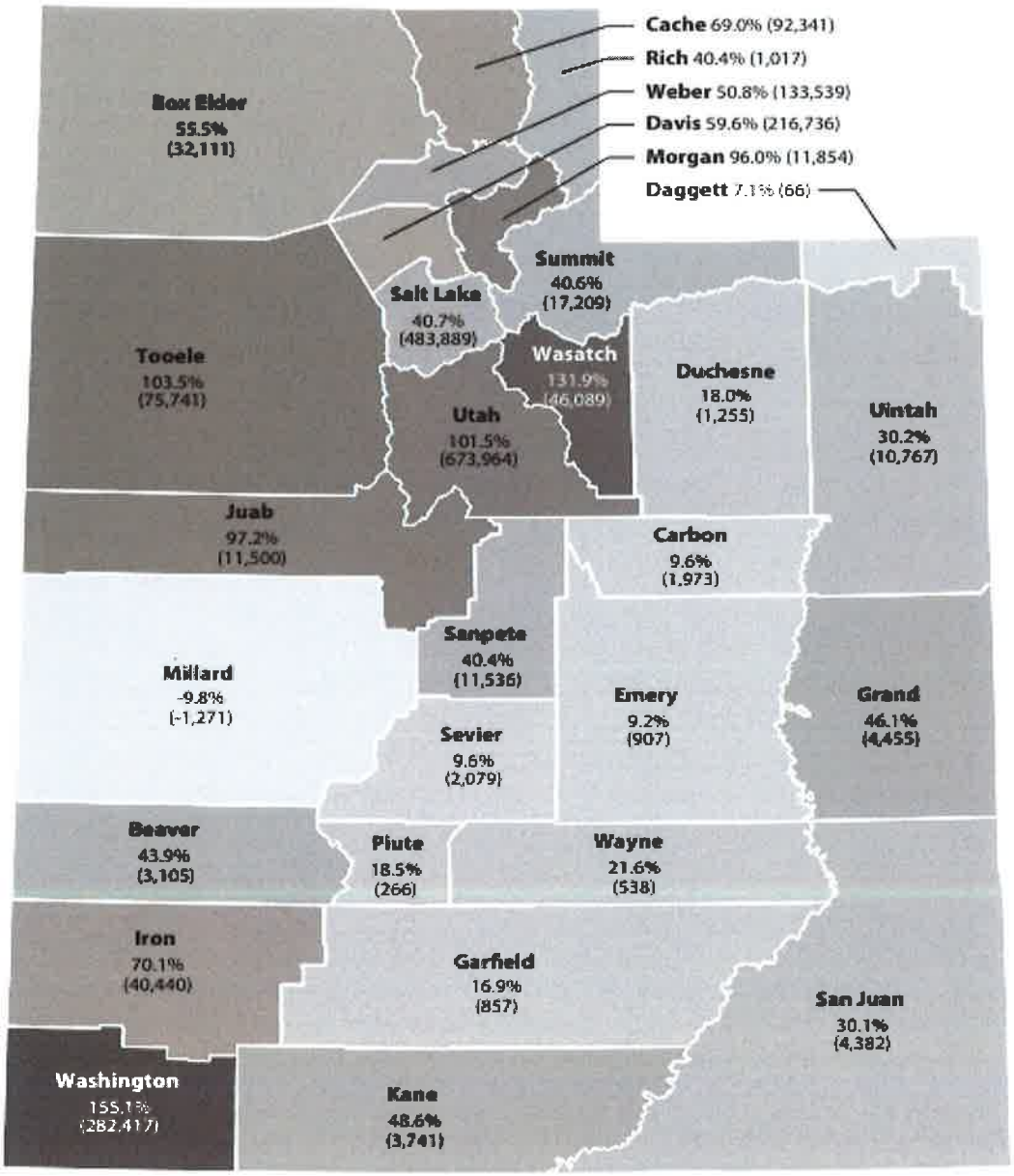

United States Annual Inflation Rates
Inflation rate
10%
8%
6%
4%
2%
0%
1.64%
3.14%
2.07%
1.47%
1.62%
0.12%
1.26%
2.13%
2.44%
1.81%
1.25%
4.69%
8%
4.5%
2.3%
2.1%
2%
2%
2.1%
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023*
2024*
2025*
2026*
2027*
2028

Exhibit XIV

Utah Projected County Population
Absolute and Percent Change, 2020 to 2060



Source: Kem C. Gardner Policy Institute, 2020-2060 Projections

How has the distribution of ages in Box Elder County changed?

The share of the population that is 0 to 4 years old **decreased** from **9.9%** in **2010** to **7.4%** in **2022**.

The share of the population that is 65 and older **increased** from **11.1%** in **2010** to **12.9%** in **2022**.

Age makeup of Box Elder County

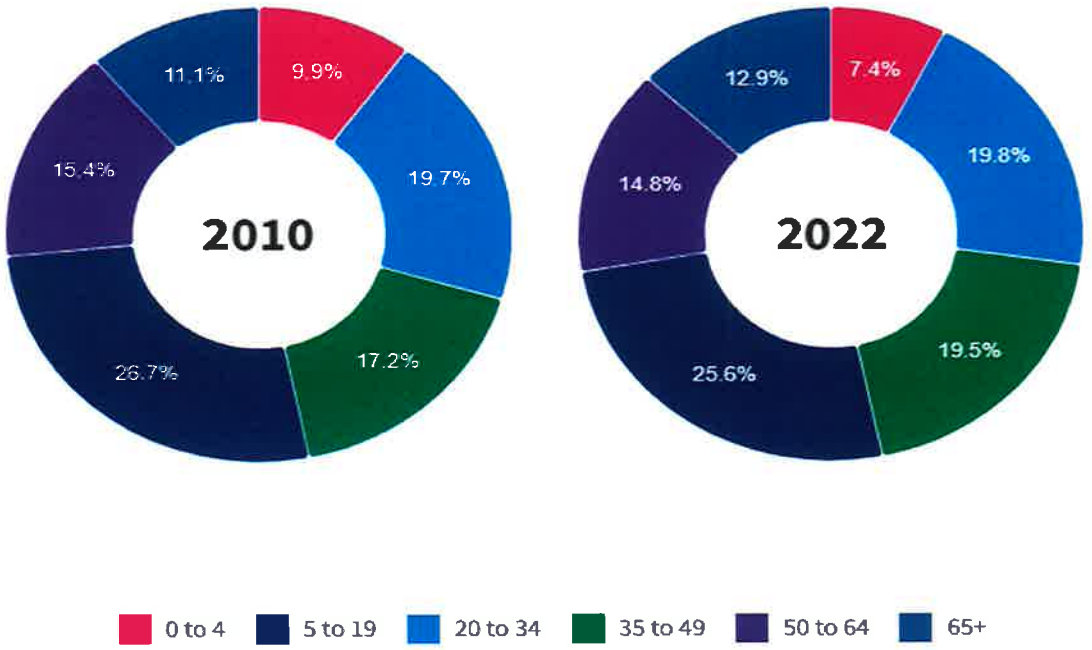


Exhibit XVI

Box Elder School District
Enrollment History October 1 Count

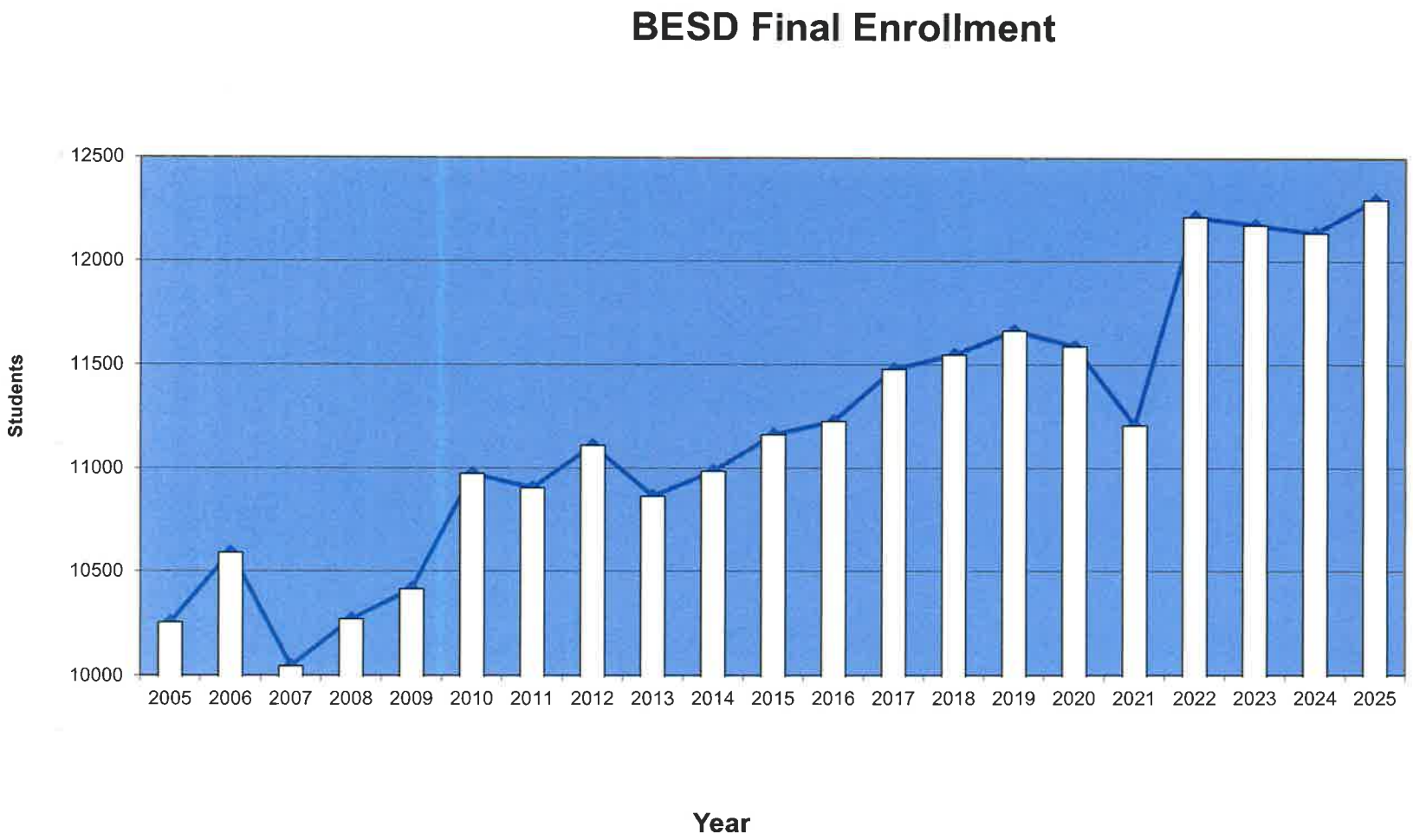


Exhibit XVII

BOX ELDER COUNTY
SCHOOL DISTRICT

District Enrollment Trends

Count 1-Oct	Student Fall Enrollment	Difference Previous Year	Average Daily Membership 30-Jun	ADM	Difference
1994	11,279	115	1995	11,226	53
1995	11,247	(32)	1996	11,158	89
1996	11,305	58	1997	11,228	77
1997	11,252	(53)	1998	11,175	77
1998	11,215	(37)	1999	11,012	203
1999	11,052	(163)	2000	10,850	202
2000	10,937	(115)	2001	10,887	50
2001	10,850	(87)	2002	10,783	67
2002	10,655	(195)	2003	10,557	98
2003	10,506	(149)	2004	10,455	51
2004	10,549	43	2005	10,255	294
2005	10,586	37	2006	10,590	-4
2006	10,567	(19)	2007	10,046	521
2007	10,625	58	2008	10,271	354
2008	11,132	507	2009	10,415	717
2009	11,052	(80)	2010	10,975	77
2010	11,187	135	2011	10,905	282
2011	11,289	102	2012	11,111	178
2012	11,271	(18)	2013	10,866	405
2013	11,131	(140)	2014	10,987	144
2014	11,242	111	2015	11,164	78
2015	11,344	102	2016	11,228	116
2016	11,572	228	2017	11,480	92
2017	11,671	99	2018	11,548	123
2018	11,771	100	2019	11,663	108
2019	11,981	210	2020	11,589	392
2020	11,850	(131)	2021	11,208	642
2021	12,294	444	2022	12,216	78
2022	12,338	44	2023	12,176	162
2023	12,284	(54)	2024	12,139	145
2024	12,244	(40)	2025	12,300	-56

Board Financial

BESD Board Financial

Budget Report

	Description	2022-23 Actual	2023-24 Actual	2024-25 Preliminary	2024-25 Revised	2025-26 Preliminary
1	GENERAL FUND (M&O) FUND (10)					
2						
3	REVENUE:					
4	Local					
5	Property	29,305,305	32,194,260	31,750,300	34,300,000	35,711,452
6	Tuitions/Trans	470,779	542,648	250,000	250,000	250,000
7	Inv Earnings	1,319,767	2,170,032	1,250,000	2,000,000	2,100,000
8	Indir. Costs-SL	969,682	-2,610	325,000	500,000	500,000
9	Rental Fees	84,848	181,846	90,000	90,000	90,000
10	Other	793,712	1,548,991	990,250	970,000	950,000
11	State	79,395,835	94,724,699	95,937,450	94,545,058	102,201,365
12	Federal	9,512,564	9,063,864	5,525,000	5,096,760	5,100,000
13	Funds Avail/Assigned Balance	0		5,000	3,065	3,065
14	TOTAL M & O					
15	REVENUE	121,852,492	140,423,730	136,123,000	137,754,883	146,905,882
16	Beg Balance	1,642,130	1,642,130	1,642,130		
17	Less:					
18	Ending Balance			1,722,500		
19	TOTAL M & O FUNDS					
20	available	123,494,622	142,065,860	136,042,630	137,754,883	146,905,882
21	EXPENDITURES:					
22	Instruction (1000)					
23	Salaries	47,974,248	59,043,206	62,490,300	60,360,340	64,102,681
24	Benefits	18,781,014	21,515,194	21,205,970	20,205,970	21,458,740
25	Purchased Serv.	2,826,365	2,592,404	3,824,110	3,824,104	3,824,104
26	Supplies/Texbooks	6,872,811	3,280,254	5,385,400	5,385,400	5,385,400
27	Equip/ETI/Prog	393,818	265,298	1,050,000	1,600,000	1,600,000
28	Other	633,919	851,426	850,000	850,000	850,000
29	Total	77,482,175	87,547,782	94,805,780	92,225,814	97,220,925
30						
31	Student Services (2100)					
32	Salaries	3,730,022	4,583,585	4,268,550	4,268,550	4,533,200
33	Benefits	1,456,806	1,749,225	1,526,620	1,526,620	1,621,270
34	Other	486,996	320,071	410,000	610,000	610,000
35	Total	5,673,824	6,652,881	6,205,170	6,405,170	6,764,471
36						
37	Instructional Staff (2200)					
38	Salaries	1,572,334	1,931,792	1,925,280	1,925,280	2,044,647
39	Benefits	608,931	735,090	710,680	662,680	703,766
40	Other	643,662	115,492	662,870	903,373	903,373
41	Total	2,824,927	2,782,374	3,298,830	3,491,333	3,651,787
42	District Administration (2300)					
43	Salaries	371,799	437,687	462,770	600,792	638,042
44	Benefits	151,856	177,767	215,820	215,715	229,090
45	Purch Services	223,319	296,128	270,000	270,000	270,000
46	Liability Insurance	173,062	182,427	218,920	274,944	274,944
47	Supplies	53,428	49,953	65,400	101,420	101,420
48	Other	49,848	31,913	45,500	55,000	55,000
49	Total	1,023,312	1,175,875	1,278,410	1,517,872	1,568,495

	Description	2022-23 Actual	2023-24 Actual	2024-25 Preliminary	2024-25 Revised	2025-26 Preliminary
50	School Administration (2400)					
51	Salaries	4,708,064	5,163,721	5,778,870	5,678,870	6,030,960
52	Benefits	1,880,992	1,992,425	2,187,420	2,187,422	2,323,042
53	Prof Serv/Travel	64,103	99,082	121,000	99,772	99,772
54	Other	12,745	14,169	16,500	17,454	14,454
55	Total	6,665,904	7,269,397	8,103,790	7,983,518	8,468,228
56						
57	Business & Support (2500)					
58	Salaries	770,338	714,792	795,050	795,050	844,343
59	Benefits	287,982	268,290	367,140	367,140	389,903
60	Contract Services	189,625	180,412	210,060	406,183	406,183
61	Other	55,108	9,237	69,000	159,000	159,000
62	Total	1,303,053	1,172,731	1,441,250	1,727,373	1,799,429
63						
64	Operation & Maintenance (2600)					
65	Salaries	5,694,695	6,228,590	6,464,160	6,448,668	6,848,485
66	Benefits	2,196,585	2,297,186	2,310,960	2,270,649	2,411,429
67	Electricity	984,716	1,130,921	1,129,450	1,373,752	1,511,127
68	Purchased Service	609,313	670,249	802,000	802,000	802,000
69	Telephone	314,327	180,721	222,130	222,130	230,000
70	Natural Gas	855,629	816,578	895,300	895,300	895,300
71	Prop Insurance	317,730	313,870	345,000	345,000	345,000
72	Repair	214,375	582,800	650,250	700,250	700,250
73	Supplies	725,973	1,028,927	1,020,000	1,020,000	1,020,000
74	Other	323	350	1,000	750	750
75	ESSER III A/C	2,268,341			0	
76						
77	Total	14,182,007	13,250,192	13,840,250	14,078,498	14,764,341
78						
79	Transportation (2700)					
80	Salaries	3,319,224	3,925,597	4,200,440	3,800,440	4,036,067
81	Benefits	916,070	1,243,996	1,258,260	1,159,178	1,231,047
82	Purch Serv	228,853	492,284	352,770	359,416	359,416
83	Fuel	755,801	849,960	913,020	913,020	931,280
84	Supplies	807,944	559,681	605,490	805,490	829,655
85	Other/Veh Charges	4,382	84,524	5,000	142,010	142,010
86	Total	6,032,274	7,156,042	7,334,980	7,179,554	7,529,475
87	Community Services (3300)					
88	Salary	655,890	781,246	721,480	742,576	788,616
89	Benefits	187,913	208,674	211,680	219,872	233,504
90	Purchased Serv	13,030	23,437	16,450	20,000	20,000
91	Supplies/Util	70,938	91,958	114,050	110,500	110,500
92	Property	4,767	11,841	13,200	15,000	15,000
93	Other Objects	5,277	9,630	9,800	10,550	10,550
94	Desig. Fund Bal					
95	Total	937,815	1,126,786	1,086,660	1,118,498	1,178,170
96	Total Expenditures					
97	Interfund Trans		2,126			
98	Change Desig Fund Bal					
99	Undist Reserv Add					
100	TOTAL EXPENDITURERS					

	Description	2022-23 Actual	2023-24 Actual	2024-25 Preliminary	2024-25 Revised	2025-26 Preliminary
101	M & O	116,125,291	128,136,186	137,395,120	135,727,630	142,945,320
102	School Activity Fund (21)					
103						
104	REVENUE:					
105	School Deposits	4,400,000	5,012,442	4,500,000	5,153,039	4,553,039
106						
107	Other					
108	Total Revenue	4,400,000	5,012,442	4,500,000	5,153,039	4,553,039
109						
110	EXPENDITURES:					
111	Purch Services	902,150	668,906	750,000	750,000	750,000
112	Supplies	2,882,850	4,302,974	3,580,000	3,460,000	2,860,000
113	Desig/Other	290,000	594	250,000	40,000	40,000
114	Other	325,000	200,133	20,000	250,000	250,000
115	Total School Activity	4,400,000	5,172,607	4,600,000	4,500,000	3,900,000
116	DEBT SERVICE FUND (31)					
117						
118	REVENUE:					
119	Property Tax	2,665,158	3,835,694	3,222,550	3,451,030	3,451,030
120	Interest	105,750	428,549	102,220	372,593	350,000
121	Bonds					
122	Total	2,770,908	4,264,243	3,324,770	3,732,427	3,732,427
123	Begining Bal	5,696,268	4,412,508	5,896,500	8,546,847	8,546,847
124	LESS:					
125	Ending Balance	5,659,746			8,971,524	8,971,524
126	Funds Available	4,490,014	5,423,353	5,696,520	8,755,524	8,968,524
127	EXPENDITURE:					
128	Bond Debt	3,927,162	3,250,398	3,521,250	3,521,250	3,308,250
129	Fees	50,000	3,000	3,500	2,500	2,500
130						
131	Total	3,977,162	3,253,398	3,524,750	3,523,750	3,310,750
132	CAPITAL OUTLAY FUND (32)					
133						
134	REVENUE:					
135	Property Tax	10,548,925	13,024,313	9,140,440	10,492,234	19,311,054
136	Interest	155,000	1,114,094	750,000	763,130	770,000
137	Other	80,338	99,423	52,000	1,050,766	100,000
138	State	1,836,195	1,553,498	45,000	1,002,976	100,000
139	Federal	4,063,288	16,684		24,135	0
140	Ins./Prop.Recry	483,345	941,006	20,000	26,606	20,000
141	Total Revenue	17,167,091	16,749,018	10,007,440	13,359,847	20,301,054
142	Bond Procedes/Loan	0		0		
143	Other Sources/QZAB	345,580	2,610	345,580	0	0
144	Desig. Fund Bal					
145	TOTAL REVENUE CAPITAL					
146	OUTLAY	17,512,671	16,751,628	10,353,020	13,359,847	20,301,054
147	Beg. Balance	16,123,264	2,638,711	15,195,160	22,309,148	22,309,148
148	Less:					
149	Ending Balance	8,091,336		13,392,180	35,668,995	42,610,202
150	Capital Outlay Funds					
151	available	25,544,599	19,390,339	12,156,000	35,668,995	42,610,202
152	EXPENDITURES:					
153	Oper/Maint		3,078			
154	Other Equipment		121,593			

	Description	2022-23 Actual	2023-24 Actual	2024-25 Preliminary	2024-25 Revised	2025-26 Preliminary
155	Purchased Services	5,000	2,500	5,000	458,200	4,658,200
156	Software/Chromebooks	2,500,000	1,479,525	2,500,000	2,750,000	2,750,000
157	Land Improvement	0		0	0	
158	Vehicle Charges	0		310,000	4,200,000	3,800,000
159	Buildings/ 5 yr	2,000,000	1,239,136	2,500,000	200,000	1,500,000
160	Vehicles	1,800,000	1,624,060	510,000	2,008,206	1,600,000
161	Furniture/Equip	1,800,000	3,339,265	1,600,500	1,661,142	800,000
162	Other Objects/Portables	0	296,532	190,000	560,000	300,000
163	Total Capital	8,105,000	8,105,689	7,615,500	11,837,547	15,408,200
164	Golden Spike	7,900,000	566,168	200,000	0	0
165	Grouse Creek	2,000,000	68,080	125,000	225,000	0
166	Prop Purchase/Other Projects	500,000	29,039	2,100,000	0	150,000
167	School Small Capital Projects				336,618	250,000
168	HS Athletic Facilities	520,000	1,067,292	125,000	125,000	250,000
169	Total Construction	10,920,000	1,730,579	2,550,000	686,618	650,000
170	Desig. F Bal	0		0		0
171	MBA Lease Payment/Golden Spike	1,985,302	1,906,771	1,990,500	2,210,500	11,010,500
172	TOTAL EXPENDITURES CAPITAL					
173	OUTLAY	10,090,302	11,743,039	12,156,000	14,734,665	27,068,700
174	SCHOOL FOOD SERVICE FUND (49)					
175						
176	REVENUE:					
177	Lunch Sales	1,301,500	1,521,093	1,200,000	1,352,486	1,300,000
178	Other Local	3,500	-55,094		0	0
179	State	1,125,000	1,417,063	1,200,500	990,000	900,000
180	Federal	3,140,000	2,632,718	2,575,000	2,832,500	2,500,000
181	Other		0		0	0
182	TOTAL REVENUE SCHOOL				0	0
183	FOODS	5,570,000	5,515,780	4,975,500	5,174,986	4,700,000
184	Beg. Balance	938,697	5,371,320	5,133,182	5,538,400	5,538,400
185	Less:					
186	Ending Balance	2,079,546	5,133,181	4,133,182	10,713,386	10,238,400
187	School Food Service Funds					
188	available	4,429,151	5,753,919	5,975,500	10,713,386	10,238,400
189	EXPENDITURES:					
190	Salaries	88,519	2,018,213	1,950,000	1,900,500	2,018,331
191	Benefits	45,632	557,845	550,000	575,000	610,650
192	Food/Supplies	3,890,000	2,610,555	2,910,000	2,950,000	3,009,000
193	Equipment	55,000	98,507	129,000	220,250	100,000
194	Other Costs	25,000	98,564	111,500	80,000	80,000
195	Dir/Indirect Costs	325,000	-85,511	325,000	325,000	325,000
196	TOTAL EXPENDITURES SCHOOL					
197	FOODS	4,429,151	5,298,173	5,975,500	6,050,750	6,142,981
198	Foundation Fund (75)					
199						
200	REVENUE:					
201	Total Revenue	300,000	557,267	350,000	485,807	500,000
202	Available Revenue	300,000	557,267	350,000	485,807	500,000
203	EXPENDITURE:					
204	Expenses	280,000	316,704	350,000	465,517	475,000
205	Changes/Desg Fund Bal					
206	TOTAL EXPENDITURE	280,000	316,704	350,000	465,517	475,000

	Description	2022-23 Actual	2023-24 Actual	2024-25 Preliminary	2024-25 Revised	2025-26 Preliminary
207	Agency Fund (76)					
208						
209	REVENUE:					
210	Agent Services	150,000	23,250	32,500	79,124	80,000
211	State	5,000	4,517	6,000	0	0
212	Federal					
213	Other	7,000	0		0	0
214	TOTAL REVENUE/BB					
215	AGENCY FUND	162,000	27,767	38,500	79,124	80,000
216	EXPENDITURE:					
217	Instruction		105	10,000	10,000	10,000
218	NUCC	150,000	33,971	25,000	25,000	25,000
219	Other	7,000	3,465	2,500	2,631	3,000
220	Changes/Desg Fund Bal	5,000	0			
221	TOTAL EXPENDITURES					
222	AGENCY FUND	162,000	37,541	37,500	37,631	38,000
223						
224						
	GRAND TOTAL FUNDS AVAILABLE ALL FUNDS	152,568,071	172,552,857	162,036,540	165,740,113	180,772,402
	GRAND TOTAL EXPENDITURE ALL FUNDS	139,463,906	153,957,648	164,038,870	165,039,943	183,880,751

	Description	Lable	Categories Included
		Explanation of Line Items	Includes:
1	GENERAL FUND (M&O) FUND (10)	Header Fund description	
2			
3	REVENUE:	Revenue header	
4	Local	Type of revenue	
5	Property	Combined local property taxes	Basic/Tax sales/Redemptions/Leeways/ Trans/Tort/Reading/Fee in Lieu
6	Tuitions/Trans	Patron tuition and fees	Tuition charges Adult Ed/Transp Hazardous runs/Drivers Ed
7	Inv Earnings	Earnings on all money held	Interest on checking/ State Treasurer/Other investments
8	Indirect Costs	Indirect Costs Programs	State/Federal and Local programs including School Lunch Overhead charges
9	Rental Fees	Rental Fees	Textbook rental fees from students
10	Other	Other Misc Revenue	Reimbursements/Donations/Charges to schools wage reimbursement and other Indirect Costs
11	State	Revenue from the State	All WPU/Program and supplemental State
12	Federal	Revenue from the Federal Gov	All Federal programs/Special Ed/Title programs/Other Federal
13	Misc./ Fund Bal	Miscellaneous/Fund Transfers	Fund Transfers/Designated Transfers
14	TOTAL M & O	Total General Fund	
15	REVENUE	Revenue Total	Sum of the above cells
16	Beg Balance	Beginning Balance	Balance Carryover from last year
17	Less:	Less	minus
18	Ending Balance	Ending Balance	Calculated Revenue plus carryover minus expenditure
19	TOTAL M & O FUNDS		
20	available	Total Available	Revenue plus beginning balance less ending balance
21			
22	EXPENDITURES:	Expenditure Header	
23	***Instruction (1000)***	Instruction Function 1000	General Instruction
24	Salaries	Salaries	Classroom Instructional payroll this includes Teachers/Aides/Extra pay
25	Benefits	Benefits	Benefits/FICA/Retirement/H & A/Workers comp/Life Insurance
26	Purchased Serv.	Purchased Professional Services	Resource Officer/Interpreters/Other specialists/Repairs classroom equipment
27	Supplies/Textbooks	Supplies and Textbooks	Supplies and Textbooks used in the classroom
28	Equip/ETI/Prog	Equipment Technology Program	This includes technology equipment and program equipment (Classroom equipment F 32)
29	Other	Other Misc Expenses	Indirect Cost charges/graduation expenses/Interest paid to schools/workshops and presentations
30	Total	Total	
31			
32	***Student Services (2100)***	Student Support Services	
33	Salaries	Salaries	Counselors/Interpreters/Psychologists/Guidance secretaries
34	Benefits	Benefits	Benefits/FICA/Retirement/H & A/Workers comp/Life Insurance
35	Other	Other items	Contract services/Travel/Supplies/Misc
36	Total	Total	
37			
38	***Instructional Staff (2200)***	Instructional Support Staff	
39	Salaries	Salaries	Curriculum/Special Ed/Title/Testing Directors/Media specialists and aides/Secretarial support
40	Benefits	Benefits	Benefits/FICA/Retirement/H & A/Workers comp/Life Insurance
41	Other	Other items	Contract services/Travel/Supplies/Library books/Misc
42	Total	Total	
43	***District Administration (2300)***	District Administration	
44	Salaries	Salaries	Board/Superintendent/Half of Personnel and Business Administrators/Secretary Support
45	Benefits	Benefits	Benefits/FICA/Retirement/H & A/Workers comp/Life Insurance
46	Purch Services	Professional Services	Auditor/Legal/Insurance consultants/Board Travel and Conferences
47	Liability Insurance	Liability Insurance	District Wide Liability Insurance State Risk Management
48	Supplies	Supplies	Board and District Administrative Paper and Supplies
49	Other	Other Miscellaneous	Accreditation/Dues and Fees/Judgements/Workshops and Conferences
50	Total		
51	***School Administration (2400)***	School Administration	Principals and Secretarial support
52	Salaries	Salaries	School Principals/Secretaries
53	Benefits	Benefits	Benefits/FICA/Retirement/H & A/Workers comp/Life Insurance
54	Prof Serv/Travel	Professional Services	Travel
55	Other	Other	Dues and Professional Development
56	Total	Total	
57			
58	***Business & Support (2500)***	Business and Support Services	Business and Personnel
59	Salaries	Salaries	Half of Business and Personnel Adm/Accounting and Personnel Staff
60	Benefits	Benefits	Benefits/FICA/Retirement/H & A/Workers comp/Life Insurance
61	Data Processing	Data Processing	Software Maintenance and Licensing/Sub Finder/Time clocks/Document retrieval/Fiscal
62	Other	Other	Supplies/Bank Charges/Professional Development and Training/Wellness incentives
63	Total	Total	
64			

65	***Operation & Maintenance (2600)***	Operation and Maintenance	Facilities Operation and Maintenance
66	Salaries	Salaries	Director/Secretary/Maintenance and Custodial Personnel
67	Benefits	Benefits	Benefits/FICA/Retirement/H & A/Workers comp/Life Insurance
68	Electricity	Electricity	Electrical Costs
69	Purchased Service	Professional Services	IT Offsite/Weed Control/Asset Management Software/Water/Sewer
70	Telephone	Telephone	Telephone/Computer/Cellular Phone Lines
71	Natural Gas	Natural Gas	Natural Gas all Buildings
72	Prop Insurance	Property Insurance	Insurance for all District Property State Risk Management
73	Repair	Building and Equipment Repair	Building/Copiers/Musical Instrument/Printer Repair
74	Supplies	Supplies	Custodial/Glass repair/Emergency Maintenance/Building Repair Supplies
75	Other	Other	Property Tax/Computer and Maintenance Training and Professional Development
76	Total	Total	
77	***Transportation (2700)***	Student Transportation	
78	Salaries	Salaries	Director/Coordinator/Secretarial Support/Mechanics/Training/Drivers
79	Benefits	Benefits	Benefits/FICA/Retirement/H & A/Workers comp/Life Insurance
80	Purch Serv	Professional Services	Drug Testing/Water/Sewer/Shop repairs/parent travel reimbursement/ Driver Meals
81	Fuel	Fuel for Vehicles	Diesel and gasoline for Bus Fleet
82	Supplies	Supplies	Tires/Oil/Grease/Repair Parts/Supplies
83	Other/Veh Charges	Other	Training/Workshops/Physicals
84	Total	Total	
85	***Noninstructional (3200)***	Non K-12 Instructional Services	Preschool/Adult Ed/Migrant Services/non K-12 services
86	Salary	Salaries	Preschool/Summer Band/Migrant
87	Benefits	Benefits	Benefits/FICA/Retirement/H & A/Workers comp/Life Insurance
88	Purchased Services	Professional Services	Auditor/Other Services
89	Other	Other	Supplies/Utilities/Equipment/Indirect Costs
90	Total	Total	
91	***Community Services (3300)***	Community Services	Natatorium/Recreational Services/Athletics/Extra Curricular
92	Salary	Salaries	Natatorium/ Extracurricular/ Coaching/Sports
93	Benefits	Benefits	Benefits/FICA/Retirement/H & A/Workers comp/Life Insurance
94	Purchased Serv	Professional Services	Referees/Police Services/Other
95	Supplies/Util	Supplies and Utilities	Utilities/Supplies/Pool Chemicals
96	Property	Property	Equipment for Natatoriums
97	Other Objects	Other	Building rental rebate/Sales Tax Natatoriums
98	Total	Total	Total Community Services
99	Interfund Trans	Transfers to/from other funds	Transfers to/from other funds
100	Change Desig Fund Bal	Fund Balance	Changes in designated funds and other
101	Undist Reserv Add	Add to Assigned Balance	Increase of Emergency Fund Balance
102	TOTAL EXPENDITURERS		
103	M & O		Grand total Expenditures General Fund
104	**School Activity Fund (21)**	Header Fund description	
105			
106	REVENUE:	Revenue Header	
107	School Deposits	School Activity Accounts	School Accounts reporting as of end of year
108			
109	Other	Other	
110	Total Revenue		
111			
112	EXPENDITURES:	Expenditure Header	
113	Supplies	Supplies	All supplies used in schools from locally collected funds
114	Other	Other	Other from locally collected funds
115	Desig/Other	Designated Funds	Changes in designated funds and other
116	Total Expenditures	Total	
117	School Activity	Total School Activity Funds	
118	**DEBT SERVICE FUND (31)**		
119			
120	REVENUE:		
121	Property Tax	Property Tax	Property Tax for debt retirement of General Obligation Bonds
122	Interest	Interest Earned	
123	Bonds	Bonds Sold	Bonds Sold
124	Total	Total	
125	Begining Bal	Beginning Balance for year	
126	LESS:		
127	Ending Balance	Ending Balance	
128	Funds Available	Available to spend	
129	EXPENDITURE:		
130	Refund of Bonds	Payments of Bonds	

131	Bond Debt	Debt Payment	Debt payment
132	Other Uses	Other costs	Fees associated with bonds
133	Total	Total	
134	**CAPITAL OUTLAY FUND (32)**	Header Fund description	
135			
136	REVENUE:	Revenue Header	
137	Property Tax	Capital Outlay Combined Local Tax	Basic/Tax sales/Redemptions/10% of Basic
138	Interest	Interest	Interest Earnings on Balances
139	Other	Other	Other from locally collected funds
140	State	State	Capital Equalization Program
141	Federal	Federal	Special Federal Programs
142	Ins./Prop.Recry	Insurance Property Recovery	Insurance payments/Surplus Property Sales
143	Total Revenue	Total Revenue	
144	Bond Proceeds	Bond Proceeds	Bond Proceeds used for Capital Building
145	Other Sources	Other	Donations
146	Desig. Fund Bal	Designated Fund Balance	Designated Fund Balance Transfer
147	TOTAL REVENUE CAPITAL	Total	
148	OUTLAY	Total Capital Outlay	
149	Beg. Balance	Beginning Balance	
150	Less:	Less	
151	Ending Balance	Ending Balance	
152	Capital Outlay Funds	Total	
153	available	Total Capital Outlay	Revenue plus beginning balance less ending balance
154	EXPENDITURES:	Expenditure Header	
155	Oper/Maint	Operation and Maintenance	Transfers for special projects General Fund
156	10% and Other	10% and Other	10% of Basic Expenses and Other Transfers
157	Purchased Services	Professional Services	Architect/Engineers/Asbestos Abatement
158	Software	Software	Software purchases
159	Land Improvement	Land Improvement	Sidewalks/Fences/Driveways
160	Fielding MBA	Fielding MBA payment	Municipal Building Authority Lease Payment
161	Buildings/ 5 yr	Five year plan	Building repairs/Roofs/Land Improvements
162	Vehicles	Vehicles	Busses and other Vehicles
163	Furniture/Equip	Capital Furniture and Equipment	Classroom furniture and Equipment/Maintenance/Technology/Other Capital Equipment
164	Other Objects	Other	Miscellaneous other expenditures
165	Total Capital	Total	
166	Other Const	Other Construction	Besides High School Construction
167	High School Serv.	Professional Services	High School Architects/Engineers/Inspectors
168	High School Const.	High School Construction	Construction Charges Both High Schools
169	Prop Purchase	Property Purchases	Real Property Purchases
170	High School FFE	High School Furniture & Fixtures	Furniture/Fixtures/Equipment
171	Total Construction	Total Construction School District	School District Construction Totals
172	Desig. F Bal	Designated Fund Balance	Designated Fund Balance Transfer
173	Budget Cuts	Budget Cuts	Budget Adjustments (2009 midyear)
174	TOTAL EXPENDITURES CAPITAL		
175	OUTLAY	Total	
176	**SCHOOL FOOD SERVICE FUND (49)**	Header Fund description	
177			
178	REVENUE:	Revenue Header	
179	Lunch Sales	Lunch Sales	Money collected for sales of Lunches
180	Other Local	Other Local	Interest/Alacart/Misc.
181	State	State	State Lunch Allocation
182	Federal	Federal	Federal National School Lunch Allocations
183	Other	Other	Other
184	TOTAL REVENUE SCHOOL		
185	FOODS	Total	Total School Foods Program Revenues
186	Beg. Balance	Beginning Balance	
187	Less:	Less	
188	Ending Balance	Ending Balance	
189	School Food Service Funds	Total	
190	available	Funds Available	Revenue plus beginning balance less ending balance
191	EXPENDITURES:	Expenditure Header	
192	Salaries	Salaries	School Lunch/Supervisor/ Clerks/Cooks/Secretarial Support
193	Benefits	Benefits	Benefits/FICA/Retirement/H & A/Workers comp/Life Insurance
194	Food/Supplies	Food and Supplies	Food and Supplies for preparing and serving
195	Equipment	Equipment	School Lunch Equipment and Furniture
196	Other Costs	Other	Miscellaneous Cost/Travel/Training

197	Dir/Indirect Costs	Direct and Indirect Costs	Energy and Management Costs
198	TOTAL EXPENDITURES SCHOOL	Total	
199	FOODS	Total School Lunch	
200	**Foundation Fund (75)**	Header Fund description	School District Foundation
201			
202	REVENUE:	Revenue Header	Revenue from grants/donations/fund raising activities
203	Total Revenue	Total Revenue	
204	Available Revenue	Available Revenue	
205	EXPENDITURE:		
206	Expenditure	Expenditure	Expenditure for cost of raising money scholarships/donations to classrooms/Arts/Enrichment
207	Changes/Desg Fund Bal	Designated Fund Balances	Designated Fund Balance Transfer
208	TOTAL EXPENDITURE	Total Expenses	
209	**Agency Fund (76)**	Header Fund description	Acting as an Agent for programs that flow to other districts
210			
211	REVENUE:	Revenue Header	Northern Utah Curriculum Consortium/Medicaid Reimbursement
212	Agent Services	Agent Services	Northern Utah Curriculum Consortium/Medicaid Reimbursement
213	State	State	Northern Utah Curriculum Consortium
214	Federal	Federal	Medicaid Reimbursement
215	Other	Other	Miscellaneous other programs
216	TOTAL REVENUE/BB	Total Revenue	
217	AGENCY FUND	Total	
218	EXPENDITURE:	Expenditure Header	
219	Instruction	Instructional Expenditures	Classroom Instructional Expenditures
220	NUCC	Northern Utah Curriculum Associatic	Northern Utah Curriculum Association
221	Other	Other	Other
222	Changes/Desg Fund Bal	Designated Fund Balance	Designated Fund Balance Transfer
223	TOTAL EXPENDITURES	Total Agency Fund	
224	AGENCY FUND	Total	
225			
226			
227			
228			
229	**GRAND TOTAL FUNDS AVAILABLE**		
230	**ALL FUNDS**		
231	**GRAND TOTAL EXPENDITURE**		
232	**ALL FUNDS**		

	BOX ELDER SCHOOL DISTRICT Preliminary Budget Estimates, State Sources Source: Legislative Estimates, USOE, April revisions	2024 Final	2025 Preliminary	2025 Mid-Year	2025 Final	2026 Preliminary
	I: BASIC SCHOOL PROGRAMS/WPU	$4,280	$4,494	$4,494	$4,494	$4,674
	A: REGULAR BASIC SCHOOL PROGRAMS					
	State Minimum School Rate	0.001955	0.001955	0.00226	0.002259	0.001463
	Local Estimated Property Tax Valuation	7,131,976,861	7,649,116,949	8,070,146,764		8,068,750,966
	Local Estimated Property Tax Collection	11,407,343	10,849,563	10,793,492	50,559,961	11,227,339
	Add on Value					
	Kindergarten					
	WPU (Basic)	11,963.424	11,899.848	11,861,165	11,861,165	11,882,743.000
	Total WPU	12,218.816	12,093.836	12,051,033	12,051,033	12,102,743.000
	1. Grades K-12	39,796,113	42,628,352	42,719,174	41,053,444	44,312,601
	2. Necessarily Existent Small Schools	1,093,077	890,415	871,172	871,172	1,028,280
	3. Professional Staff	4,388,029	4,560,303	4,524,917	4,524,917	
	4. Foreign Exchange Students	17,120	26,964	26,964	26,964	42,066
		45,294,339	48,106,034	48,142,227	46,476,497	45,382,947
	B: RESTRICTED BASIC SCHOOL PROGRAM					
	1. Special Education - Add-On	6,378,665	7,011,041	7,190,144	7,190,173	8,123,275
	2. Special Education - Self-Contained	865,701	917,475	917,475	917,475	1,050,404
	3. Special Education - Pre-School	1,448,731	1,567,781	1,567,781	1,567,782	1,600,067
	4. Extended Year Program - Severely Disabled	32,479	34,725	34,717	34,717	37,159
	5. Special Education - Impact Aid	151,504	163,866	163,013	163,013	84,570
	6. Special Ed Intensive Services		0			0
	7. Special Ed Extended Day Special Educators		0			0
	Special Education - EYSE	91,056	0	0	98,374	0
	Total Special Ed Programs	8,968,136	9,694,888	9,873,130	9,971,534	10,895,475
	8. Career & Technical Ed - Add-On	3,090,245	3,082,683	3,344,066	3,377,570	3,015,923
	9. Students At Risk - Add-On	1,819,599	2,377,652	2,320,915	2,320,915	2,413,876
	10. Class Size Reduction - K-8th Grade	3,314,257	3,436,985	3,422,416	3,422,416	3,564,762
	TOTAL RESTRICTED BASIC SCHOOL PROGRAMS (E	17,192,237	18,592,208	18,960,527	19,092,435	19,890,036
	Total WPU Basic and related to Basic	62,486,576	66,698,242	67,102,754	65,568,932	65,272,983
	State Summary					
	C: RELATED TO BASIC PROGRAM					
1	Pupil Transportation	4,931,025	5,694,014	5,694,014	5,089,935	5,986,505
	Flexible Allocation - WPU Distribution	32,486	32,351	32,276	32,272	4,953,438
	Students At-Risk - Gang Prevention and Intervention		0			0
7	Youth In Care	598,424	0	0	551,716	0
8	Adult Ed	241,811	268,581	268,581	268,581	290,651
9	Adult Ed - Corrections Institutions*	10,303	25,663	25,663	25,663	23,993
10	Adult Ed - Supplemental*	26,500	0	30,084	30,084	0
11	Enhancement for Accelerated Students*	115,507	0		109,254	0
11	Accelerated Learning - Gifted and Talented		0			0
12	Concurrent Enrollment	232,122	0		262,213	0
13	Reading Grant Funding		0			0
14	State Reading Achievement/Early Literacy		0			0
	Early Literacy - Base Program	27,714				
	Early Literacy - Low Income Program	123,167				
	Early Literacy - Guaranteee Program	96,901				
15	English Language Learners - Software Grants	41,375	0			0
16	Early Intervention - Extended Day Kindergarten		0			0
17	Educator Salary Adjustments	7,132,798	7,555,184	7,825,020	7,825,020	8,997,425
19	Teacher Salary Supplemental/SSHINE		0	0	134,938	490,236
21	Teacher Supplies and Materials	99,707	242,915	222,873	222,873	222,873
24	Elementary School Counselor	150,000				
	Educator Professional Time	1,176,578	1,359,757	1,367,137	1,367,137	1,434,855

	Source: Legislative Estimates, USOE, April revisions					
		2024 Final	2025 Preliminary	2025 Mid-Year	2025 Final	2026 Preliminary
25	Professional Learning	69,668	0	73,103	74,649	0
27	School Land Trust	1,887,937	1,966,054	1,966,054	1,966,054	2,069,465
28	Teacher and Students Success Program	3,354,979	3,622,495	3,622,093	3,622,093	4,170,227
29	Student Health & Counselor Program	451,421	393,510	393,510	432,044	358,398
30	School-Based Education Support Professionals Stipend		0			786,226
31	School Nurses		0			0
32	Dual Immersion	137,041	0	135,224	135,224	0
34	Beverley Taylor Sorenson Elementary Arts	162,579	0		126,000	0
35	Digital Teaching and Learning	367,609	0	367,370	367,370	0
99	20. Special Ed Intensive Services		0			0
99	22. USTAR Centers		0			0
99	23. Special Ed Int Services Supplies		0			0
	Capital and Technology Funding		0			0
	Total Related to Basic	21,467,652	21,160,524	22,023,002	22,643,120	29,784,292
	Total All State Basic Funds	83,954,228	87,858,766	89,125,756	88,212,052	95,057,275
	State Summary					
	III: Leeway Programs					
	A. Voted Leeway Program (State Only)	2,973,027	2,606,930	2,470,659	2,546,385	5,498,109
	B. Board Leeway Program (State Only)	4,400,294	3,544,496	3,287,738	3,342,946	1,538,561
	MINIMUM SCHOOL PROGRAM (I thru III)	7,373,321	6,151,426	5,758,397	5,889,331	7,036,670
	Total All State Funds and Taxes	**91,327,549**	**94,010,192**	**94,884,153**	**94,101,383**	**102,093,945**

WPU Value:	$4,674
Est. Basic Levy Rate:	0.001463
Adjusted Assessed Valuations:	$ 8,068,750,966
Collection Rate:	95.11%
Basic Levy Estimate:	$ 11,227,339
Estimated Recapture:	$ -
Voted Local Levy:	0.000472
Board Local Levy:	0.002259
Combined Levy Hold Harmless Rate:	0.002731
V&B Final Guarantee Rate:	$ 75.26
Charter School Local Levy:	$ 487,349

Utah State Supported Minimum School Program
District Summary
FY 2026 Legislative Estimates

Box Elder 3

MINIMUM SCHOOL PROGRAM				
BASIC SCHOOL PROGRAMS				
A: REGULAR BASIC SCHOOL PROGRAMS				
	WPUs	**Total Amounts Generated**	**Less SB37 Basic Levy Revenues**	**Other State Funds**
Grades K-12	11,882.743	$55,539,940	$11,227,339	$44,312,601
Nec. Existent Small Schools	220.000	$1,028,280	$0	$1,028,280
Foreign Exchange Students*	9.000	$42,066	$0	$42,066
B. RESTRICTED BASIC SCHOOL PROGRAMS				
Special Education - Add-On	1,737.971	$8,123,275	$0	$8,123,275
Special Education - Self-Contained	224.733	$1,050,404	$0	$1,050,404
Special Education - Pre-School	342.334	$1,600,067	$0	$1,600,067
Special Education - Extended Year	7.950	$37,159	$0	$37,159
Special Education - Impact Aid	18.094	$84,570	$0	$84,570
Special Education - EYSE*	.000	$0	$0	$0
Career & Technical Education - Add-On*	645.255	$3,015,923	$0	$3,015,923
Students At-Risk - Add-on	516.448	$2,413,876	$0	$2,413,876
Class Size Reduction	762.679	$3,564,762	$0	$3,564,762
TOTAL BASIC SCHOOL PROGRAM (A and B)	**16,367.207**	**$76,500,322**	**$11,227,339**	**$65,272,983**
RELATED TO BASIC SCHOOL PROGRAMS (RTBSP)				
Pupil Transportation*		$5,986,505	$0	$5,986,505
Flexible Allocation		$4,953,438	$0	$4,953,438
Youth-in-Care*		$0	$0	$0
Adult Education*		$290,651	$0	$290,651
Adult Education - Corrections Institutions*		$23,993	$0	$23,993
Adult Education - Supplemental*		$0	$0	$0
Enhancement for Accelerated Students*		$0	$0	$0
Concurrent Enrollment*		$0	$0	$0
Educator Salary Adjustments		$8,997,425	$0	$8,997,425
Salary Supplement for Highly Needed Educators (SSHiNE)		$490,236	$0	$490,236
Teacher Supplies and Materials		$222,873	$0	$222,873
Effective Teachers in High Poverty Schools*		$0	$0	$0
Educator Professional Time*		$1,434,855	$0	$1,434,855
School LAND Trust Program*		$2,069,465	$0	$2,069,465
Teacher and Student Success Program*		$4,170,227	$0	$4,170,227
Student Health & Counseling Support Program*		$358,398	$0	$358,398
School-Based Education Support Professionals Stipends		$786,226	$0	$786,226
Dual Immersion*		$0	$0	$0
Beverley Taylor Sorenson Elementary Arts*		$0	$0	$0
Digital Teaching and Learning*		$0	$0	$0
TOTAL RTBSP:		**$29,784,292**	**$0**	**$29,784,292**
LEEWAY PROGRAMS				
		Local & State Amounts Generated	**Less Local Amounts**	**State Support Amounts**
Voted Local Levy Program, Min. Basic Growth, and Local Levy Growth		$9,652,009	$4,153,900	$5,498,109
Board Local Levy Program, Min. Basic Growth, and Local Levy Growth		$14,985,933	$13,447,372	$1,538,561
TOTAL LEEWAY PROGRAMS:		**$24,637,942**	**$17,601,272**	**$7,036,670**
TOTAL MINIMUM SCHOOL PROGRAM:		**$130,922,556**	**$28,828,611**	**$102,093,945**
OTHER STATE PROGRAMS				
Capital Outlay Foundation Formula - Income Tax Fund				$0
Capital Outlay Foundation Formula - Minimum Basic Growth Account				$0
School Fees Amendments (HB04152024GS)				$324,391
TOTAL OTHER STATE PROGRAMS:				**$324,391**
TOTAL STATE FUNDING				**$102,418,336**

*This program requires LEA action before funds can be received or spent. USBE staff contacts can be found in the MSP Program Summary Report.

Box Elder School District
Recommendation for the Approval of Tax Rates

June 11, 2025

Recommendation: It is recommended that the board approve the **estimated** tax rate for the 2025 tax year. The overall rate, including the Charter school rate, will be **estimated** at .007228, compared to the certified tax rate of .005860 for 2024 tax year, an increase of .001368.

Recommended Motion: *I move to accept the **estimated** certified tax rates for the 2025 tax year at a total tentative rate of .007228, pending Truth in Taxation proceedings as presented by administration and the approved certified rate once its certified by the Box Elder County Assessor's office.*

Background: The board had instructed us to increase tax rates regularly to help us keep up with rising costs. For 2025, this increase will be used to increase staff salaries and support the construction of additional school buildings. The last tax increase was in 2023, prior to that it was in 2019.

2024	Certified		2025	Estimated
Basic	0.001406	10,584,901	0.001408	11,419,526
Board	0.002210	16,614,085	0.002450	17,924,115
Capital	0.001279	9,9615,120	0.002368	19,205,567
Voted	0.000472	3,548,348	0.000540	4,379,648
Bond	0.000409	3,321,250	0.000409	3,321,250
Charter	0.000053	368,367	0.000053	429,854
TOTAL	0.005860	44,052,071	0.005340	56,679,960

Policy Implications: The approval of the rates and budget is a board responsibility. This increase will balance the budget as presented in June.

Financial Implications: If you approve it will mean an increase in revenue to the General Fund of $2,498,021. The increase to capital will be just over $8.8 million. The increases will be used to increase employee compensation and to fund the construction of new school buildings.

Box Elder School District
Internal and Independent Audit Recommendation

June 11, 2025

Recommendation

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

Recommended Board Action: Motion

I move that the Board appoint Rodney Cook as the internal auditor for the 2025-26 school year and engage Squire and Company CPA's as the independent auditor for the 2024-25 fiscal year audit.

Background

This will bring the district into compliance with Utah Code 53G-7-401 regarding the requirement to establish an internal audit program for districts with enrollment of over 10,000 students. The second half of the motion complies with (Utah Code 51-2a-201) which requires an annual audit of the school district by an external independent auditor. The committee recommends both Rodney Cook and Squire and Company be appointed to work in these capacities for the next school year's audit.

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

Policy Implications:

Compliance with Board Policy 2040

Financial Implications:

- The budgeted cost for the internal audit is $9,000.
- The budgeted cost for the independent audit is $48,500 for the 2025-26 year.

Staff Implications:

No new implications at this time.

BOX ELDER SCHOOL DISTRICT
MUNICIPAL BUILDING AUTHORITY

June 11,2025

Recommendation:
The board move into a Municipal Building Authority meeting to conduct the following business:
Adopt a Budget for the 2025-26 fiscal year.
Adopt the lease agreement for the 2025-26 fiscal year.
Appoint officers of the Municipal Building Authority.
A motion to move back into regular Board Meeting of the Box Elder School District will also be required.

Recommended Motions:
Pursuant to Section 3.01 pf that certain Master Lease Agreement dated June 1, 2011 between the Municipal Building Authority of Box Elder School District (the "Lessor") and Box Elder School District (the "Lessee"), I make the motion to accept the lease renewal commencing July 1, 2024 and ending June 30, 2025 and adopt the budget as presented.

Revenue:	
Estimated Base Lease Revenue from Box Elder School District	$240,000
Additional Rental Revenue	$108,000
	$348,000
Expenditures:	
Bond Payment of Principal and Interest	$250,000
Bond Fees	$ 75,000
	$325,000

I make the motion to accept the current officers of the Board of Education as the officers of the Municipal Building Authority of Box Elder School District.

Background:
On June 1, 2011 the Board of Education set up a Municipal Building Authority to Bond for three million dollars of interest free bonds (QZAB-Qualified Zone Academy Bonds) through the federal government to assist in building Fielding Elementary school. The School District will in turn pay a Lease payment to the Building Authority of an amount to pay the principal and any other costs associated with the Bond. Section 3.01 refers to the section in the master agreement between the Municipal Building Authority and the School District. Zions Bank holds the bonds at this time. This approval is a necessary legal requirement to maintain the Lease and payment of the Bonds.

Policy Implications:
There are no policy implications other than those already established to facilitate the Municipal Building Authority Bond.

Financial Implications:
The cost of the lease is budgeted into the overall District Budget and is a savings of the interest that is subsidized by the Federal Government.

Staff Implications
None at this time

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

Non-Contributory Retirement Rates

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

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

Background: Annually the Board must approve the contribution rates paid on behalf of employees to the Utah Retirement System for both Tier 1 and Tier 2 employees. These rates are set by the URS Board but must be ratified by each local entity. The rates for the non-contributory retirement system this year are 22.69% (21.9% pension and 1.5% into employee's 401K), which is .5% lower than in the previous year. All but one of our employees are in the non-contributory system. Currently, we have one employee still on the contributory system. The district "picks up" the pension needs of this employee by paying a contribution on their behalf. To follow the Internal Revenue Service and the Utah Retirement Systems regulations, we are required to provide a formal adoption of any pick-up elections that are currently taking place. The district pays the 6% Employee contribution for a total of 23.20% contribution. The employee pays the 1% 401K contribution.

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

Staff Implications: None at this time

Recommendation: It is recommended that the Board ratify the negotiated agreement with Box Elder Administration Association (BEAA), Box Elder Educator Association (BEEA), and Box Elder Educational Support Professionals (BEESPA) as summarized below for the 2025-2026 School Year.

Recommended Motion: I move that the Board of Education ratify the tentative negotiated agreement reached between the Box Elder School District and the Box Elder Administration Association (BEAA), the Box Elder Educator Association (BEEA), and the Box Elder Educational Support Professionals (BEESPA) for the 2025-2026 school year.

Background: Each year, the Board's negotiation team and BEAA, BEESPA, and BEEA negotiation teams work together to reach a settlement that will enhance the working conditions for Administrators for the Box Elder School District.

Financial Implications: All financial implications are built into a balanced proposed budget.

Staff Implications: None at this time

2025-2026 Negotiated Agreement - Certificated Employees (BEEA)

The vote was unanimous among the negotiation teams.

BEEA Approves agreement on May 20, 2025

BESD School Board Approved: - _____

Salary and Benefits

1. 2% increase in the **COLA**.

2. Potential Teacher Salary Table

3. Per 53F-2-405, the Educator Salary Adjustment (ESA) increased from $8,904 to $10,350. The increase of $1,446 will be added to the salary schedule after the COLA has been applied.

4. The District will fund the costs of **steps and lanes** (2.19%).

5. The medical insurance premiums increased by 1.53% from the previous year. The district will absorb the cost. There was a change in out-of-pocket and deductibles: Star 1 Option 2,500/5,000 deductible, 4,000/8,000 out-of-pocket. Star 2 Option: 5,000/10,000 deductible, 7,000/14,00 out of pocket.

6. Voluntary **vision** premium had a 0% increase.

7. Voluntary Dental will change from Delta Dental with a 35% increase to EMI, resulting in a 4.98% increase in premiums.

8. Policy 3102 will return to the 2023 verbiage.
    a. Change the wording to Adjusted Policy 3102 **Recognition of Teacher Association**
        i. All educators of the Box Elder County Schools, except those excluded under "Definition of Terms", constitute an appropriate unit for purposes of negotiating terms and conditions of employment. ~~The Board~~ Box Elder School District agrees to perpetually recognize the education employee association with the greatest number of members, for its employee classification, as the exclusive representative of all members of the employee classification. ~~educators~~ U~~u~~pon being furnished with satisfactory evidence that the largest number of employees within the classification have designated or selected it as their representative. ~~a majority of said persons have designated or selected the Association as their representative, provided,~~ However, ~~that~~ any individual member of the educational staff, or a group of such members, shall have the right at any time to present grievances to the Board, and provided further, nothing herein shall be so construed as to deprive any individual of his or her rights under Chapter 34, Title 34, Utah Code (Utah Right to Work Law).

        ~~ii. 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 the Association as their representative, the Board shall be furnished by the Association with satisfactory evidence of such designation or selection by such majority. Failing which, the Association shall not be recognized as the representative.~~

Policy 3102

Certificated: Recognition of Teachers Association

A. All educators of the Box Elder County Schools, except those excluded under "Definition of Terms", constitute an appropriate unit for purposes of negotiating terms and conditions of employment. The Board agrees to recognize the Association as the exclusive representative of all educators upon being furnished with satisfactory evidence that a majority of said persons have designated or selected the Association as their representative, provided, however, that any individual member of the educational staff, or a group of such members, shall have the right at any time to present grievances to the Board, and provided further, nothing herein shall be so construed as to deprive any individual of his or her rights under Chapter 34, Title 34, Utah Code (Utah Right to Work Law).

B. 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 the Association as their representative, the Board shall be furnished by the Association with satisfactory evidence of such designation or selection by such majority. Failing which, the Association shall not be recognized as the representative.

9. The district will increase the PD funding for convention applications for certified staff from $6,500 to $10,000.

10. Memorandum of Understanding

a. Student Behavior Concerns:
    i. Principals will review, modify, and train the staff on PBIS, behavior flow charts, and procedures in August 2025.

    ii. Elementary counselors will be trained to work with students with behavior concerns and support student behavioral issues.

    iii. Policy 5005 and 5006 will be reviewed to identify the best way to support behavior concerns.

b. District will Explore PTO options for next year's negotiations.

c. The district will increase communication on all policies.

d. Association dues will no longer be deducted from payroll as of September 2026.

2025- 2026 Negotiated Agreement - ESP Employees (BEESPA)

The vote was unanimous by the negotiation teams.

BEESPA Approved - May 20, 2025

BESD School Board Approved: _____

Salary and Benefits

1. 2% increase in the COLA.

2. Contracted employees will receive a 1 time bonus of $1,000 in the Fall, pending USBE funding. Non-contracted will be prorated.

3. The District will fund the costs of steps and lanes (2.19%)

4. The medical insurance premiums increased by 1.53% from the previous year. The district will absorb the cost. There was a change in out-of-pocket and deductibles Star 1 Option 2,500/5,000 deductible 4,000/8,000 out of pocket Star 2 Option 5,000/10,000 deductible 7,000/14,000 out of pocket

5. Voluntary vision premiums had a 0% increase.

6. Voluntary Dental will change from Delta Dental to EMI, resulting in a 4.98% increase in premiums.

7. Before July 1, the district will complete the discussion on the 5.5 hour lead cook positions.

8. Beginning the 2025-26 school year, Secretaries in Lane 2 or higher will receive a $ 3,000 annual stipend for earning a bachelor's degree.

9. Change the name of the head secretaries to administrative assistants.

10. Administrative Assistants will receive a monthly cell phone stipend of $30.

11. We will discuss transportation options with them to determine how we can assist with the shortage of para substitutes.

12. We will continue to look at student behaviors and training in various ways.

2024-2025 Negotiated Agreement - (BEAA) Administrators

Pending Board Approval -

1. 2% increase in the **COLA**.

2. The District will fund the costs of **steps and lanes** (2.19%).

3. The medical insurance premiums increased by 1.53% from the previous year. The district will absorb the cost. There was a change in out-of-pocket and deductibles: Star 1 Option 2,500/5,000 deductible, 4,000/8,000 out of pocket. Star 2 Option: 5,000/10,000 deductible, 7,000/14,000 out of pocket.

4. Voluntary **vision** premium had a 0% increase.

5. Voluntary Dental will change from Delta Dental with a 35% increase to EMI, resulting in a 4.98% increase in premiums.

6. Potential 25-26 Admin Salary Schedule

7. Change Language in Policy 3300 **Administrator Selection**

June 2025
Recommendation to approve

Submitted by: Megan Bushnell

Recommendation:
It is recommended that the Board approve the School-Based Mental Health Screening Grant participation.

Recommended Motion:
I move that the Board approve the School-Based Mental Health Screening Grant participation.

Background:

During the 2020 General Session, the Legislature passed House Bill 323, School Mental Health Funding Amendments, which set standards for local education agencies (LEAs) to implement approved mental health screening programs for students. The legislature appropriated an ongoing amount of $500,000 for the program. Utah State Board of Education (USBE) Rule R277-625 also creates a process for a qualifying parent to receive reimbursement from the LEA for needed mental health treatment for the parent's student, based on the results of the mental health screening. The USBE Rule also clarifies what factors constitute a qualifying parent.

Proposed Mental Health Conditions For School-based Mental Health Screening Program H.B. 323, R277-625

Conditions	Definitions
Anxiety	apprehensive uneasiness or nervousness; an abnormal and overwhelming sense of apprehension and fear
Depression	a state of feeling unhappy; marked by inactivity, difficulty in thinking and concentration, a significant increase or decrease in appetite and time spent sleeping, feelings of dejection and hopelessness
Suicide Ideation	refers to thinking about, considering, or planning suicide

Policy Implications:

This bill allows for prevention practices funded to support Article V for student support.

Financial Implications:

During the 2024-2025 school year, Box Elder School District was awarded $26,824.30. We hope to receive a higher level of funding for the 2025-2026 school year.

Staff Implications:

Box Elder School District will utilize the funding to support parents for relevant mental health services by continuing to employ LCSWS as well as contracting with BRMH to provide these services to qualifying students.

- BRMH will use its existing system and guidelines to determine if the parent meets the definition of a “qualifying parent”.
- As BRMH will be handling the triage of the parent’s need for relevant services, BESD will not be involved in this part of the process.
- BESD will be contracting with BRMH for these services.

Counselors, LCSWs, and/or Bear River Mental Health officials who are trained in the screening tools will be able to administer students for the screening process.

Recommendation for Declaration of Open Enrollment Schools to the BESD School Board

Submitted by: Megan Bushnell*, Director of Student Services*

Recommendation:
It is recommended that Century Elementary, Discovery Elementary, Fielding Elementary, Garland Elementary, Golden Spike Elementary, Lake View Elementary, McKinley Elementary, North Park Elementary, and Bear River High School be designated "closed".

Recommended Motion:
I move that Century Elementary, Discovery Elementary, Fielding Elementary, Garland Elementary, Golden Spike Elementary, Lake View Elementary, McKinley Elementary, North Park Elementary, and Bear River High School *be designated as "closed".*

Background:
Each year, Utah school districts are required to publicly announce which schools will be open to enrollment by students outside of a particular school's established attendance area. Schools with an enrollment of at least 90% of the building's core capacity can be closed to enrollment by students outside of the school's attendance area.

Generally speaking, out-of-boundary students whose behavior and attendance are satisfactory can stay in a school once they have been admitted. However, the district does reserve the right to require out-of-boundary students to transfer back to their home schools based on student behavior, attendance, and/or overcrowded conditions.

The anticipated enrollment for the 2025-2026 school year identifies the following schools as being at or over the 90% threshold and thus closed to the enrollment of out-of-boundary students:

Century Elementary School, Bear River City	**114% of capacity**
Discovery Elementary School, Brigham City	**114% of capacity**
Fielding Elementary School, Fielding	**115% of capacity**
Garland Elementary School, Garland	**109% of capacity**
Golden Spike Elementary School, Brigham City	**90% of capacity**
Lake View Elementary School, Brigham City	**145% of capacity**
McKinley Elementary School, Tremonton	**146% of capacity**
North Park Elementary School, Tremonton	**148% of capacity**
Bear River High School, Tremonton	**91% of capacity**

<u>Schools to Watch:</u>

Box Elder High School, Brigham City	**89% of capacity**
Box Elder Middle School, Brigham City	**88% of capacity**
Three Mile Creek Elementary School, Perry	**88% of capacity**
Willard Elementary School, Willard	**86% of capacity**

In addition to closing entire schools to out-of-boundary students, specific grade levels can be closed in "open" schools due to student/teacher ratios or the lack of programs required by a specific child. During

the June 20, 2012, meeting the Board recommended that out-of-boundary students should not be accepted when enrollment at a grade level exceeded 10% of the state's median enrollment at that grade level during the previous year posted on the Utah State Board of Education's website.

Recommendation:
I recommend that this be changed to 10% less than the state's median enrollment to avoid overcrowding as most of our buildings are already at or over capacity. This allows room for DLI siblings and students moving in boundaries during the school year.

The state's median enrollment during the 2025-2026 school year is as follows:

Kindergarten	20	Third Grade	24
First Grade	22	Fourth Grade	24
Second Grade	22	Fifth Grade	25

Policy Implications:
There are no policy implications other than the grade level guidelines are in alignment with previous Board recommendations.

Financial Implications:
There are no staff implications at this time.

Staff Implications:
There are no financial implications at this time.

Recommendation to approve

Submitted by: Keith Mecham

Recommendation:
Option 1: It is recommended that the BESD Board of Education approves the 2025-2026 BESD General Student Fees schedule which will eliminate class fees and general fees per the schedule.

Option 2: It is recommended that the BESD Board of Education approves the 2025-2026 BESD General Student Fees schedule which will include all of the itemized class fees as listed with the exception of Language Arts, Math, Science, Social Sciences and Health.

Recommended Motion:
I move that we approve option (1 or 2) for the 2025-2026 BESD General Student Fees and Deposits schedule as presented.

Background:
Draft: 25-26 Maximum district school fee schedule

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

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

Policy Implications:
Policy 5230: Student Fees/Fee Waiver

During the 2025 Legislative session, House Bill 415 was passed that dictates what fees districts can charge or not charge.

Financial Implications:
If option 1 is chosen, TSSA funds will be used to help schools fund school supplies.

If option 2 is chosen, students and families will see that we will no longer charge a “flat fee” but will charge a fee per individual class. This will mean that some families will pay a different amount than another family due to the different courses selected.

Staff Implications:
No additional implications

Recommendation for Box Elder Schools' Teacher and Student Success Plans 2025-2026

Submitted by:
Heidi Jo West *Assistant Superintendent Elementary Teaching and Learning*
Keith Mecham *Assistant Superintendent Secondary Teaching and Learning*

Recommendation: It is recommended that the Box Elder School District Board of Education approve the Teacher and Student Success Plans for all schools in the district as submitted.

Recommended Motion:
I move that the BESD Board of Education approve the Teacher and Student Success Plans for the schools in Box Elder School District for the 2025-2026 school year.

Background:
Annual submission

Policy Implications:
This action will have no policy implications.

Financial Implications:
There are no known negative consequences.

Staff Implications
Employees hired at the school level under the TSSA plans are subject to ongoing funding and approval by the school leadership.

TSSA	Total Allocated	$116,304.00					
Goal # Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600
goal 1 step 1	instructional paras	$95,398.50	$88,949.95	$6,448.55			
Goal 1 step 2	Staff and student incentives	$5,815.20					$5,815.20
Goal 1 step 2	Leadership Stipends (7 teachers)	$4,596.90	$3,500.00	$1,096.90			
Goal 1 step 3	Update technology (Samsung flip displays)	$9,180.00					$9,180.00
Goal 1 step 2	Student Leadership Stipends, HOPE Squad/Student Council (2 teachers)	$1,313.40	$1,000.00	$313.40			
		$0.00					
		$0.00					
		$0.00					
		$0.00					
	Total Subcategories	$116,304.00	$93,449.95	$7,858.85	$0.00	$0.00	$14,995.20

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☑	**Which TSI areas have been identified?**	EDA (goal .3668), SWD (goal .368)
Goal 1- Include goals for the TSI Subgroup(s) **Century K-5 students will increase their proficiency by 10% from BOY to EOY according to Acadience Reading Benchmark Assessments.**			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1. Paraprofessionals will be hired to reinforce tier-1 instruction and deliver targeted tier-2 and tier-3 interventions in small groups.			
2. Prioritize regular collaboration and data discussion to facilitate appropriate response to intervention, improve school climate, and improve behavior. Regular meetings with the leadership teams to determine the needs of the grade levels and school.			
3. Teachers will implement adopted tier 1 programs (SuperKids and Wonders) with fidelity and integrate LETRS instructional strategies to enhance literacy instruction with the neccessary, updated supplies and technology.			
4. Throughout the year, progress monitoring will be conducted as mandated, and Pathways of Progress goals will be established and tracked regularly.			
5. Coaching cycles and feedback will be implemented for both paraprofessionals and teachers to drive improvements in instruction and program implementation.			
How does the TSSA plan support your TSI subgroups?			
Designation 1: EDA	**Narrative - This plan ensures high quality instruction, which will improve outcomes for EDA students at Century Elementary.**		
	which evidence-based interventions will be used? SuperKids/Wonders and 95%.		
Designation 2: SWD	**Narrative - This plan supports SWD at our school by ensuring high quality tier 1 instruction for all students. Supports for tier 2 and tier 3 are also in place.**		
	which evidence-based interventions will be used? SuperKids/Wonders and 95%.		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated		$4,170,227.17					
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	**Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890	$0.00					
BRHS	1267	$336,104	$0.00					
BEHS	1699	$442,814	$0.00					
BRMS	821	$202,795	$0.00					
BEMS	1137	$280,850	$0.00					
Harris	838	$187,998	$0.00					
Young	1006	$222,663	$0.00					
Grouse Creek	11	$2,717	$0.00					
Park Valley	30	$7,410	$0.00					
Snowville	25	$6,175	$0.00					
Century	433	$116,304	$116,304.00	$93,449.95	$7,858.85	$0.00	$0.00	$14,995.20
Discovery	452	$119,433	$0.00					
Fielding	552	$165,901	$0.00					
Garland	653	$167,533	$0.00					
Golden Spike	970	$249,735	$0.00					
Lake View	574	$114,523	$0.00					
McKinley	591	$117,323	$0.00					
North Park	687	$133,132	$0.00					
Three Mile	481	$97,626	$0.00					
Willard	296	$123,744	$0.00					
Grant Information			$1,158,861.17	$809,269.70	$334,596.27	$0.00	$0.00	$14,995.20
BE Salary Allocation	25%	$1,042,557.17	$1,042,557.17	$715,819.75	$326,737.42			
Salary Stipends								
Total Allocated	12,662	$4,170,227.17	$0.00					
Total Subcategories			$2,317,722.34	$1,618,539.41	$669,192.53	$0.00	$0.00	$29,990.40

TSSA	Total Allocated	$119,433					
Goal # Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600
Goal 1, Step 5 Goal 2, Step 5	Instructional Paras	$71,033.17	$66,235.00	$4,798.17			
Goal 1, Step 3 Goal 2, Step 6	Professional Learning For Staff	$12,000.00				$12,000.00	
Goal 1, Step 2, 6 Goal 2, Step 4	Teacher Stipends for Leadership	$5,499.83	$4,187.70	$1,312.13			
Goal 1, Step 5 Goal 2, Step 5	Substitutes for PD and IEPs	$4,000.00			$4,000.00		
Goal 1, Step 8	Teacher Appreciation Recognition	$5,900.00					$5,900.00
Goal 1, Step 4	Instructional Tech. (Interactive whiteboards)	$18,000.00					$18,000.00
Goal 1, Step 7 Goal 2, Step 7	Before/After School STEAM Clubs	$3,000.00	$2,500.00				$500.00
		$0.00					
		$0.00					
		$0.00					
		$0.00					
	Total Subcategories	$119,433.00	$72,922.70	$6,110.30	$4,000.00	$12,000.00	$24,400.00

Goal 1

Do you have TSI Designations? If not TSI, skip red boxes.	☑	**Which TSI areas have been identified?**	Students with disabilities, Hispanic, English language learners

Goal 1- Include goals for the TSI Subgroup(s): 100% of students at Discovery, including those in TSI subgroups, will read at high levels. High levels will be defined as: - At benchmark or above on EOY Acadience Composite, or Utah RISE ELA assessments. - Or Above typical growth on EOY Acadience Pathways of Progress. - Or meeting students' IEP goals for Reading (if applicable).

Action Plan
What specific tasks/activites will need to be done to help reach your goal?
1 Use adopted tier 1 programs with fidelity (SuperKids and Wonders); purchase necessary supplies and materials to meet the needs of students.
2 Use LETRS Instruction to improve literacy instruction, provide coaching and PD on Science of Reading and LETRS Strategies
3 Coaching cycles, PD and feedback for paraprofessionals and teachers to improve instruction and program implementation.
4 Modernize the technology supports that teachers and paras use to deliver reading instruction by replacing older SmartBoards with Samsung interactive whiteboards.
5 Hire Paraprofessionals and substiute teachers to support tier 1 instruction and provide reteaching and small-group tier 2 and tier 3 instruction as well as to support students who's behavior may impeede the learning of others.
6 Focus on regular and targeted collaboration (through collaboration and weekly PLC), focusing on tier 1 instruction, response to intervention, student learning, and school climate. Hold regular meetings with the leadership teams to determine the needs of the grade levels and school where both academic and school climate needs are addressed.
7- Supplement tier reading instruction through addtional science, technology, engineering, arts, and math instruction in preps and before or after school clubs.
8- Recognize, encourage, and celebrate the efforts of hard-working teachers and staff to increase the percentage of students reading at high levels during teacher appreciation week and other times throughout the year.

How does the TSSA plan support your TSI subgroups?	
Designation 1: Students with disabilities	**Narrative: SWD will be supported in tier 2 and tier 3 reading interventions implemented by instructional paras or by teachers and paras support students on grade level.**
	which evidence-based interventions will be used? Lexia, 95%, REWARDS
Designation 2: Hispanic	**Narrative: Hispanic students will be supported in tier 2 and tier 3 reading interventions implemented by instructional paras or by teachers and paras supporting students on grade level.**
	which evidence-based interventions will be used? Lexia, 95%, REWARDS
Designation 3: English language learners	**Narrative: ELL students will be supported in tier 2 and tier 3 reading interventions implemented by instructional paras or by teachers and paras supporting students on grade level.**
	which evidence-based interventions will be used? Lexia, 95%, REWARDS

Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report? Acadience Reading, RISE ELA will be used to show we reached this goal on the final report.

Review your progress with your leadership team once each trimester.

Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

Goal 2

Do you have TSI Designations? If not TSI, skip red boxes.	☑	**Which TSI areas have been identified?**	Students with disabilities, Hispanic, English language learners

Goal 1- Discovery grades K-3 students, including those in TSI subgroups, will increase their proficiency by 5% from BOY to EOY according to Acadience Math Benchmark Assessments.

Action Plan

What specific tasks/activites will need to be done to help reach your goal?

1. **Use EOY 2024-25 Acadience data to track the effectiveness of current interventions and adjust for any areas of weakness.**
2. **Create groups and implement interventions as soon as possible at the BOY by analyzing Acadience data and focusing on specific skill levels needed by students.**
3. **Consistently track and monitor student progress.**
4. **Prioritize regular collaboration and data discussion to facilitate appropriate response to intervention and improve school climate. Regular meetings with the leadership teams to determine the nee**
5. **Focus on quality whole-group Tier 1 instruction, and provide targeted Tier 2 and 3 interventions when needed with the support of paraprofessionals and substitutes. Use State & District approved**
6. **Provide ongoing PD to support high levels of learning using best practices, effective teaching strategies, and correct implementation of programs.**
7. **Supplement tier math instruction through addtional science, technology, engineering, arts, and math instruction in preps and before or after school clubs.**

How does the TSSA plan support your TSI subgroups?

Designation 1: Students with disabilities	**Narrative: SWD will be supported in tier 2 and tier 3 reading interventions implemented by instructional paras or by teachers and paras support students on grade level.**
	which evidence-based interventions will be used? Reflex, Frax, Gizmos, graphic organizers, gradual release of learning
Designation 2: Hispanic	**Narrative: Hispanic students will be supported in tier 2 and tier 3 reading interventions implemented by instructional paras or by teachers and paras supporting students on grade level.**
	which evidence-based interventions will be used? Reflex, Frax, Gizmos, graphic organizers, gradual release of learning
Designation 3: English language learners	**Narrative: ELL students will be supported in tier 2 and tier 3 reading interventions implemented by instructional paras or by teachers and paras supporting students on grade level.**
	which evidence-based interventions will be used? Reflex, Frax, Gizmos, graphic organizers, gradual release of learning

Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?

Review your progress with your leadership team once each trimester.

Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

53G-7-1304	Allocated		$4,170,227.17					
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	**Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890	$0.00					
BRHS	1267	$336,104	$0.00					
BEHS	1699	$442,814	$0.00					
BRMS	821	$202,795	$0.00					
BEMS	1137	$280,850	$0.00					
Harris	838	$187,998	$0.00					
Young	1006	$222,663	$0.00					
Grouse Creek	11	$2,717	$0.00					
Park Valley	30	$7,410	$0.00					
Snowville	25	$6,175	$0.00					
Century	433	$116,304	$0.00					
Discovery	452	$119,433	$119,433.00	$72,922.70	$6,110.30	$4,000.00	$12,000.00	$24,400.00
Fielding	552	$165,901	$0.00					
Garland	653	$167,533	$0.00					
Golden Spike	970	$249,735	$0.00					
Lake View	574	$114,523	$0.00					
McKinley	591	$117,323	$0.00					
North Park	687	$133,132	$0.00					
Three Mile	481	$97,626	$0.00					
Willard	296	$123,744	$0.00					
Grant Information			$1,161,990.17	$788,742.45	$332,847.72	$4,000.00	$12,000.00	$24,400.00
BE Salary Allocation	25%	$1,042,557.17	$1,042,557.17	$715,819.75	$326,737.42			
Salary Stipends								
Total Allocated	12,662	$4,170,227.17	$0.00					
Total Subcategories			$2,323,980.34	$1,577,484.91	$665,695.43	$8,000.00	$24,000.00	$48,800.00

TSSA	Total Allocated	$165,901					
Goal # Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600
Goal #1 Action Step #1	Paraprofessionals	$115,788.00	$107,390.00	$8,398.00			
Goal #2 Action Step #2	Paraprofessionals	$20,860.00	$18,915.00	$1,945.00			
Goal #1 Action Step #4	Professional Development Substitutes	$2,000.00			$2,000.00		
Goal #1 Action Step #4	Teacher Professional Development Conference	$6,000.00				$6,000.00	
Goal #1 Action Step #5	Smart TVs, Student Headphones, Mice	$8,000.00					$8,000.00
Goal #2 Action Step # 4	Teacher Stipends	$5,253.00	$4,000.00	$1,253.00			
Goal #2 Action Step #5	School Culture/Student Incentives, Supplies, Parent Activity	$8,000.00					$8,000.00
	Total Subcategories	$165,901.00	$130,305.00	$11,596.00	$2,000.00	$6,000.00	$16,000.00

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	Which TSI areas have been identified?	
Goal 1- Fielding Elementary students will show a 30% increase from BOY to MOY in the math Acadience composite score.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 Hire paraprofessionals to provide small group instruction for math. ($115,840.00)			
2 All teachers will progress monitor students on math skills.			
3 Identify students needing intensive tier 2 and tier 3 math instruction.			
4 Provide professional development for staff, and cover the cost of substitutes for teachers attending professional development or student meetings. ($2000.00)			
5 Purchase supplies for students and teachers, (Headphones, Mice, Smart TVs etc.) $12,000.00)			
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report? **We will use our Acadience Math Composite Scores BOY to MOY.** **Kindergarten Acadience Math Composite 2024-25 - BOY 57% MOY 83% EOY 81%** **First Grade Acadience Math Composite 2024-25 - BOY 44% MOY 81% EOY 89%** **Second Grade Acadience Math Composi 2024-25 - BOY 51% MOY 70% EOY 85%** **Third Grade Acadience Math Composite 2024-25 - BOY 37% MOY 76% EOY 84%** **Total at or above benchmark 86%**			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

Goal 2			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	**Which TSI areas have been identified?**	
Goal 2- Fielding Elementary will decrease classroom disruptions and mild physical contacts by 10% from the EOY 2024-25 to the MOY 2025-26. Our goal is to improve student behavior, and we'll achieve this by cultivating a better school culture and utilizing positive reinforcement.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 Counselor and Teachers will teach SEL lessons to all grade levels.			
2 Hire paraprofessionals to help track behavior, run small groups and provide tier 3 behavioral interventions. ($19,450.00 Salary) ($1,945.00 Benefits)			
3 Provide recess school for students to refocus behavior and learn positive behavior strategies.			
4 Teachers will form a behavior committee (CHAT) ($4000.00 Salary) ($1,253.60 Benefits)			
5 Purchase incentives for improvement for students and staff to ensure a positive school culture and climate.(Fieldtrips, Reading Books, Math, Behavior ($8,000.00)			
6 Supplies ($1,000.00)			
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report? This year we are at 47office referrals and 207 minor incidents. 52 of them mild physical contact and 22 were classroom disruptions We hope to reduce these by 10% using a postive reinforcement system. We are doing a k-2 system along with a 3-5 system to improve motivation with all students. We have identified students who need tier 2 and tier 3 behavior interventions. We are individualizing behavior plans to remedy this. We will utilize our behavior committee to help this. We will also pay for substitutes for teachers to attend meetings during the school day.			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated		$4,170,227.17					
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	**Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890	$0.00					
BRHS	1267	$336,104	$0.00					
BEHS	1699	$442,814	$0.00					
BRMS	821	$202,795	$0.00					
BEMS	1137	$280,850	$0.00					
Harris	838	$187,998	$0.00					
Young	1006	$222,663	$0.00					
Grouse Creek	11	$2,717	$0.00					
Park Valley	30	$7,410	$0.00					
Snowville	25	$6,175	$0.00					
Century	433	$116,304	$0.00					
Discovery	452	$119,433	$0.00					
Fielding	552	$165,901	$165,901.00	$130,305.00	$11,596.00	$2,000.00	$6,000.00	$16,000.00
Garland	653	$167,533	$0.00					
Golden Spike	970	$249,735	$0.00					
Lake View	574	$114,523	$0.00					
McKinley	591	$117,323	$0.00					
North Park	687	$133,132	$0.00					
Three Mile	481	$97,626	$0.00					
Willard	296	$123,744	$0.00					
Grant Information			$1,208,458.17	$846,124.75	$338,333.42	$2,000.00	$6,000.00	$16,000.00
BE Salary Allocation	25%	$1,042,557.17	$1,042,557.17	$715,819.75	$326,737.42			
Salary Stipends								
Total Allocated	12,662	$4,170,227.17	$0.00					
Total Subcategories			$2,416,916.34	$1,692,249.51	$676,666.83	$4,000.00	$12,000.00	$32,000.00

Garland TSSA	Total Allocated	$167,533					
Goal # Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600
Goal #1 /#2 Step #1	TSSA Para	$19,643.00	$18,315.00	$1,328.00			
Goal #1 /#2 Step #1	TSSA Para	$14,760.00	$13,711.10	$1,048.90			
Goal #1 /#2 Step #1	TSSA Para	$19,643.00	$18,315.00	$1,328.00			
Goal #1 /#2 Step #1	TSSA Para	$19,643.00	$18,315.00	$1,328.00			
Goal #1 /#2 Step #1	TSSA Para	$19,643.00	$18,315.00	$1,328.00			
Goal #1 /#2 Step #1	TSSA Para	$18,449.40	$17,138.40	$1,311.00			
Goal #1 /#2 Step #1	TSSA Para	$3,903.00	$3,630.00	$273.00			
Goal #1 /#2 Step #1	TSSA Para	$9,821.50	$9,157.50	$664.00			
Goal #1 /#2 Step #3	Teacher Subs for Teacher Learning (1.5 days/person)	$9,000.00			$9,000.00		
Goal #1 /#2 Step #3	Teacher Incentives(5% of $100,000)	$5,000.00					$5,000.00
Goal #1 /#2 Step #5	Student Council Advisor	$1,701.00	$1,500.00	$201.00			
Goal #1 Step #6	AM Library Hours (60 hours)	$1,072.50	$1,000.00	$72.50			
Goal #1 Step #4	Team Leaders-K-5	$3,940.20	$3,000.00	$940.20			
Goal #1 Step #4	Team Leader-SPED	$656.70	$500.00	$156.70			
Goal #1 Step #4	Team Leader-DLI	$656.70	$500.00	$156.70			
Goal #1 Step #7		$20,000.00				$20,000.00	
		$0.00					
	Total Subcategories	$167,533.00	$123,397.00	$10,136.00	$9,000.00	$20,000.00	$5,000.00

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	**Which TSI areas have been identified?**	
Goal 1- Goal 1- Our overarching goal is to increase proficiency of all Garland student's literacy to 95% on grade level by 2027. Our 2025-2026 goal will increase literacy performance across all grade levels, moving us toward the 95% mark. 88% of kindergartners will blend 10 or more Whole Words Read. 80% of first graders will read 47 WPM AND with 90% Accuracy. 88% of second graders will read 87 WPM AND with 97% Accuracy. 89% of third graders will read 100 WPM AND with 97% Accuracy. 90% of fourth graders will read 115 WPM AND with 98% Accuracy. 88% of fifth graders will read 130 WPM AND with 99% Accuracy.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 Paraprofessionals will be hired to support behavior and reteach tier 1 instruction and provide small-group tier 2 and tier 3 instruction. Weekly training for paraprofessionals by coach on: classroom management, program implementation, and LETRS instruction.			
2 Use adopted tier 1 programs (SuperKids and Wonders) and LETRS Instruction to improve literacy instruction and purchase needed materials for approved supplemental phonics instruction.			
3 Coaching cycles, training and feedback for paraprofessionals and teachers to improve instruction and program implementation.			
4 Teams will align daily schedules to include the literacy block outlined in SB-127, prioritizing regular collaboration and data discussion to facilitate appropriate response to intervention.			
5 Progress monitoring will be performed as required throughout the year. Pathways of Progress goals will be set and monitored.			
6 Extended morning hours for our library in the morning will encourage reading from the moment we open our doors.			
7. Teachers will be given the opportunity to fine tune their PLC skills by attending a PLC conference.			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

Goal 2			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	**Which TSI areas have been identified?**	
Goal 2- We will increase proficiency of Acadience math scores in K-3 from EOY 2025 to EOY 2026 by 5%. We will reduce Office Referrals and MInor Incidents in Educator's Handbook from EOY 2025 to EOY 2026, thereby creating an environment that is conducive to higher learning.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 Paraprofessionals will be hired to support behavior and reteach tier 1 instruction and provide small-group tier 2 and tier 3 instruction. Weekly training for paraprofessionals by coach on: classroom management an			
2 Use adopted tier 1 math program, HMH, with regular progress monitoring throughout the year.			
3 Coaching cycles, training and feedback for paraprofessionals and teachers to improve instruction and program implementation.			
4 Behavior paras will help manage the PBIS Bear Pride program, report to staff on results and support teacher with student behaviors as needed.			
5 5th grade Students will be given multiple leadership opportunities to help motivate them to model appropriate behavior.			
6. 5% of funds will be used for teacher incentives			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated		$4,170,227.17		$1.31				
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	**Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Other Purchased Services 500**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890	$0.00						
BRHS	1267	$336,104	$0.00						
BEHS	1699	$442,814	$0.00						
BRMS	821	$202,795	$0.00						
BEMS	1137	$280,850	$0.00						
Harris	838	$187,998	$0.00						
Young	1006	$222,663	$0.00						
Grouse Creek	11	$2,717	$0.00						
Park Valley	30	$7,410	$0.00						
Snowville	25	$6,175	$0.00						
Century	433	$116,304	$0.00						
Discovery	452	$119,433	$0.00						
Fielding	552	$165,901	$0.00						
Garland	653	$167,533	$167,500.48	$123,364.48	$10,136.00	$9,000.00		$20,000.00	$5,000.00
Golden Spike	970	$249,735	$0.00						
Lake View	574	$114,523	$0.00						
McKinley	591	$117,323	$0.00						
North Park	687	$133,132	$0.00						
Three Mile	481	$97,626	$0.00						
Willard	296	$123,744	$0.00						
Grant Information			$1,210,057.65	$0.00	$0.00				
BE Salary Allocation	25%	$1,042,557.17	$1,042,557.17	$715,819.75	$326,737.42				
Salary Stipends									
Total Allocated	12,662	$4,170,227.17	$0.00						
Total Subcategories			$1,210,057.65	$839,184.23	$336,873.42	$9,000.00	$0.00	$20,000.00	$5,000.00

Golden Spike Elementary	Enrollment 970	Allocation $249,735					
Goal # Action Step #	**What the expense is for...**	**Total**	**Salaries 100**	**Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Travel 580**	**Supplies and Materials 600**
Goal 1, Step 6; Goal 2,	Staff & Student Recognition/Appre	$12,386					$12,386
Goal 1, Step 6; Goal 2,	IEP and Teacher Observation Subs	$3,000			$3,000		
Goal 1&2, Step 5	Paraprofessionals	$188,841	$174,395	$14,446			
Goal 1, Step 7; Goal 2,	Leadership Stipends, Guiding Coa	$3,940	$3,000	$940			
Goal 1&2, Step 7	Professional Development focusing	$25,000				$25,000	
Goal 1, Step 1	Supplies to support learning [1]	$16,568					$16,568
		$0					
		$0					
Total Subcategories		$249,735.00	$177,395.00	$15,386.00	$3,000.00	$25,000.00	$28,954.00

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☑	**Which TSI areas have been identified?**	Students with Disabilities
Goal 1- Include goals for the TSI Subgroup(s) **Based on 24-25 Acadience Benchmark Data, we will achieve the following increase on the composite scores from BOY to EOY:** **Kindergarten: Increase 36%** **1st Grade: Increase 3%** **2nd Grade: Increase 5%** **3rd Grade: Increase 13%** **4th Grade: Increase 3%** **5th Grade: Increase 9%**			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 Use adopted tier 1 programs with fidelity (SuperKids and Wonders); purchase necessary supplies and materials to meet the needs of students, including additional 95% phonics core program in grades 1-3.			
2 Use LETRS Instruction to improve literacy instruction, provide coaching and PD on Science of Reading and LETRS Strategies			
3 Coaching cycles and feedback for paraprofessionals and teachers to improve instruction and program implementation.			
4 Begin progress monitoring at the beginning of the year according to district PM expectations for all students, set Pathways goals by October 15 and monitor regularly. Disaggregate data by subgroup—including students with disabilities—to identify trends and gaps in instruction and support.			
5 Hire Paraprofessionals to support tier 1 instruction and provide reteaching and small-group tier 2 and tier 3 instruction as well as to support students who's behavior may impeede the learning of others. Provide regular professional development to ensure effective practices are being utilized.			
6 Focus on regular and targeted collaboration (through collaboration and weekly PLC), focusing on tier 1 instruction, response to intervention, student learning, and school climate. Hold collaboration each trimester with the GENED and SPED teachers with the focus on Special Education students and determing their needs to meet both IEP and grade-level standards.			
7 Hold regular meetings with the leadership teams to determine the needs of the grade levels and school where both academic and school climate needs are addressed.			
8 Use the 95% Core Phonics program in grades 1-3 to support foundational reading skills and increase proficiency.			
9 Look for and celebrate regular successes at the individual, class, grade, and school levels.			
Designation 1:	**Narrative:** Increasing the number of students reaching benchmark on the Acadience Reading assessment directly supports our students with disabilities by ensuring that core instruction is grounded in evidence-based practices and that interventions are timely and targeted. By using assessment data to identify skill gaps early, educators can provide explicit, systematic instruction tailored to individual learning needs. This approach promotes equitable access to foundational literacy skills and helps prevent students with disabilities from falling further behind, ensuring they receive the supports necessary to make meaningful progress alongside their peers.		
	which evidence-based interventions will be used? Evidence-based interventions that will be used include Science of Reading strategies as outlined in LETRS training, the 95% Group phonics intervention program, and high-quality instructional materials found within the SuperKids and Wonders curriculum. These interventions are aligned with research-based best practices in foundational literacy, phonemic awareness, phonics, fluency, vocabulary, and comprehension. Instruction will be data-driven and responsive to student needs as identified through ongoing assessments. In addition, the special education focused collaborations once a trimester to ensure that instruction and interventions are aligned between general education and special education and students are making sufficient progress to meet both their grade-level and IEP goals.		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report? Success in reaching the reading goal will be evaluated using summative data from the Acadience Reading End-of-Year (EOY) Benchmark Assessment. Progress will be determined by comparing the percentage of students at or above benchmark from the Beginning-of-Year (BOY) to the EOY. Additional evidence will include progress monitoring data, intervention records, and formative assessments embedded within the adopted curriculum to support ongoing instructional adjustments and final goal evaluation.			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

Goal 2			
Do you have TSI Designations? If not TSI, skip red boxes.	☑	**Which TSI areas have been identified?**	Students with Disabilities
Goal 1- ACTION PLAN **Students in grades 1-3 will increase their proficiency by 15% from BOY to EOY according to Acadience Math Benchmark Assessments. This is based off of 24-25 BOY-EOY data. Students in grades 4** **4th Grade: 41%,** **5th Grade: 41%**			
Tasks/Activities			
What specific tasks/activites will need to be done to help reach your goal?			
1. Use EOY 24-25 Acadience data to track the effectiveness of current interventions and adjust for any areas of weakness.			
2. Create groups and implement interventions as soon as possible at the BOY by analyzing Acadience data and focusing on specific skill levels needed by students.			
3. Consistently track and monitor student progress. Disaggregate data by subgroup—including students with disabilities—to identify trends and gaps in instruction and support.			
4. Prioritize weekly PLC and data discussion to facilitate appropriate response to intervention and improve school climate. Regular meetings with the leadership teams to determine the needs of the grade levels and school.			
5 Hire Paraprofessionals to support tier 1 instruction and provide reteaching and small-group tier 2 and tier 3 instruction as well as to support students who's behavior may impeede the learning of others. Provide regular professional development to ensure effective practices are being utilized.			
6. Focus on quality whole-group Tier 1 instruction, and provide targeted Tier 2 and 3 interventions when needed with the support of paraprofessionals. Use State & District approved materials and curriculum to provide high-quality, targeted instruction with the needed supplies and materials. Use of Reflex for math fact fluency.			
7. Provide ongoing PD to support high levels of learning using best practices, effective teaching strategies, and correct implementation of programs.			
How does the TSSA plan support your TSI subgroups?			
Designation 1: Students with Disabilities	**Narrative:** Increasing the number of students reaching benchmark on the Acadience Math assessment supports our students with disabilities by providing timely data to identify specific skill gaps and guide targeted instruction. Using evidence-based strategies and interventions, teachers can deliver explicit, scaffolded math instruction that meets individual learning needs. This approach ensures students with disabilities receive the support necessary to build foundational math skills, increase confidence, and make progress alongside their peers in a more inclusive and effective learning environment. In addition, the special education focused collaborations once a trimester to ensure that instruction and interventions are aligned between general education and special education and students are making sufficient progress to meet both their grade-level and IEP goals.		
	which evidence-based interventions will be used? Evidence-based math interventions include targeted supports embedded within the HMH Into Math program as well as Frax and Reflex math to ensure math fact fluency. Instructional practices focus on concrete–representational–abstract (CRA) strategies, number sense development, and problem-solving frameworks that support all learners, including those with disabilities. Data from assessments like Acadience Math and common formative assessments inform the use and intensity of interventions.		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report? Success in reaching the math goal will be measured using summative data from the Acadience Math End-of-Year (EOY) Benchmark Assessment, as well as RISE Benchmark assessments and the summative RISE assessment administered in the spring. Growth will be evaluated by comparing BOY and EOY benchmark results to determine the percentage of students who meet or exceed expectations. Additional evidence will include data from Common formative assessments, unti assessments, and records of intervention use to monitor instructional impact and support student progress throughout the year.			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated		$4,170,227.17					
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	**Employee Benefits 200**	**Purchased Professional & Tech Services (Substitues) 300**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890	$0.00					
BRHS	1267	$336,104	$0.00					
BEHS	1699	$442,814	$0.00					
BRMS	821	$202,795	$0.00					
BEMS	1137	$280,850	$0.00					
Harris	838	$187,998	$0.00					
Young	1006	$222,663	$0.00					
Grouse Creek	11	$2,717	$0.00					
Park Valley	30	$7,410	$0.00					
Snowville	25	$6,175	$0.00					
Century	433	$116,304	$0.00					
Discovery	452	$119,433	$0.00					
Fielding	552	$165,901	$0.00					
Garland	653	$167,533	$0.00					
Golden Spike	970	$249,735	$249,735.00	$177,395.00	$15,386.00	$3,000.00	$25,000.00	$28,954.00
Lake View	574	$114,523	$0.00					
McKinley	591	$117,323	$0.00					
North Park	687	$133,132	$0.00					
Three Mile	481	$97,626	$0.00					
Willard	296	$123,744	$0.00					
Grant Information			$1,292,292.17	$893,214.75	$342,123.42	$3,000.00	$25,000.00	$28,954.00
BE Salary Alloc	25%	$1,042,557.17	$1,042,557.17	$715,819.75	$326,737.42			
Salary Stipends								
Total Allocated	12,662	$4,170,227.17	$0.00					
Subcategories			$2,584,584.34	$1,786,429.51	$684,246.83	$6,000.00	$50,000.00	$57,908.00

[1] Additional 95% Phonics kits, Classroom materials such as mice and headphones, manipulatives, etc.

TSSA	Total Allocated	$114,523					
Goal # Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600
Goal #1 Action Step # 7	Teacher Appreciation	$4,000.00					$4,000.00
Goal #1 Action Step # 4 Goal # 2 Action Step #3	Instructional Paras	$79,075.40	$74,000.00	$5,075.40			
Goal #1 Action Step # 5&7	Professional Learning For Staff	$3,000.00			$3,000.00		
Goal #1 Action Step # 6	Subs	$1,000.00			$1,000.00		
Goal #1 Action Step # 7	Teacher Stipends	$14,447.00	$11,000.00	$3,447.00			
Goal #1 Action Step #	Technology and Visuals	$6,000.00			$6,000.00		
Goal #1 Action Step # 8 Goal # 2 Action Step 2	Supplies and Materials	$7,000.60					$7,000.60
		$0.00					
		$0.00					
		$0.00					
		$0.00					
	Total Subcategories	$114,523.00	$85,000.00	$8,522.40	$10,000.00	$0.00	$11,000.60

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☑	**Which TSI areas have been identified?**	SPED & ELL
Goal 1- Include goals for the TSI Subgroup(s)			
Our Goal is to have each grade level have the following percentage of students reading at or above grade level by the end of year: Kindergarten-75% 1st Grade-73%, 2nd Grade-75%, 3rd Grade-78% , 4th Grade-77%, 5th Grade-75%.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 Use adopted tier 1 programs with fidelity (SuperKids and Wonders, 95%)			
2 Use LETRS training knowledge to improve literacy instruction.			
3 Begin progress monitoring at the beginning of the year according to district PM expectations for all students.			
4 Paraprofessionals will be hired and trained as needed to support and reteach tier 1 instruction and provide small-group tier 2 and tier 3 instruction.			
5 Regular training for paraprofessionals by coaches on: classroom management, program implementation, and LETRS instruction.			
6 Additional Time for Collaboration			
7 Additional training Professional Development for Teachers			
8 Purchasing of additional tehnology & materials to support literacy in classrooms			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**Narrative: Instructional paras will be helping students who are identified as SPED or ELL**		
	which evidence-based interventions will be used? Tier 2 & Tier 3 Reading Groups		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Consistant Review of Progress monitoring, Acadience testing, and RISE testing will provide where we are at for success towards our goal			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☑	**Which TSI areas have been identified?**	SPED & ELL
Goal 1- Include goals for the TSI Subgroup(s)			
Our Goal is to have each grade level K-3 have 70% proficiency on Acadience Math and 5% increase in proficiency in 4-5 RISE Math from the 24-25 school year.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 Use adopted tier 1 programs with fidelity.			
2 Use Manipulatives and other resources to aide in math instruction.			
3 Begin progress monitoring at the beginning of the year according to district PM expectations for all students.			
4 Hire and Train paraprofessionals to help with Tier 2 and Tier 3 instruction and small groups.			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**Narrative: Instructional paras will be helping students who are identified as SPED or ELL**		
	which evidence-based interventions will be used? Tier 2 & Tier 3 Reading Groups		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Consistant Review of Progress monitoring, Acadience testing, and RISE testing will provide where we are at for success towards our goal			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated		$4,170,227.17					
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	**Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890	$0.00					
BRHS	1267	$336,104	$0.00					
BEHS	1699	$442,814	$0.00					
BRMS	821	$202,795	$0.00					
BEMS	1137	$280,850	$0.00					
Harris	838	$187,998	$0.00					
Young	1006	$222,663	$0.00					
Grouse Creek	11	$2,717	$0.00					
Park Valley	30	$7,410	$0.00					
Snowville	25	$6,175	$0.00					
Century	433	$116,304	$0.00					
Discovery	452	$119,433	$0.00					
Fielding	552	$165,901	$0.00					
Garland	653	$167,533	$0.00					
Golden Spike	970	$249,735	$0.00					
Lake View	574	$114,523	$114,523.00	$85,000.00	$8,522.40	$10,000.00	$0.00	$11,000.60
McKinley	591	$117,323	$0.00					
North Park	687	$133,132	$0.00					
Three Mile	481	$97,626	$0.00					
Willard	296	$123,744	$0.00					
Grant Information			$1,157,080.17	$800,819.75	$335,259.82	$10,000.00	$0.00	$11,000.60
BE Salary Allocation	25%	$1,042,557.17	$1,042,557.17	$715,819.75	$326,737.42			
Salary Stipends								
Total Allocated	12,662	$4,170,227.17	$0.00					
Total Subcategories			$2,314,160.34	$1,601,639.51	$670,519.63	$20,000.00	$0.00	$22,001.20

McKinley TSSA	Total Allocated	$117,323.00					
Goal # Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600
Goal 1	Team Leaders	$6,615.00	$4,500.00	$2,115.00			
Goal 1	Cougar Leader Advisor	$1,970.00	$1,500.00	$470.00			
Goal 1	Culture Commitee	$570.00	$100.00	$470.00			
Goal 2, Step 1	3 Teacher Stipends for school play	$1,185.00	$900.00	$285.00			
Goal 1	Student/ Teacher incentives	$5,850.00					$5,850.00
Goal 1	Professional Development Conference (Plain Talk New Orleans)	$40,000.00				$40,000.00	
Goal 1	Math and Literacy Night, prizes and food	$1,500.00					$1,500.00
Goal 1	Teacher Planning 3x 1/2 day per grade level a year	$7,092.36	$5,400.00	$1,692.36			
Goal 1	Tech- Headphones, Mice, Chargers	$1,500.00					$1,500.00
Goal 1	Sub. Learning walks	$2,000.00			$2,000.00		
Goal 1	Para Support	$26,268.00	$20,000.00	$6,268.00			
Goal 2	Behavior Para	$19,145.84	$14,577.31	$4,568.53			
Goal 2	Help Squad/ Cougar leaders	$2,626.80	$2,000.00	$626.80			
Goal 2	Playground equipment	$1,000.00					$1,000.00
		$0.00					
		$0.00					
	Total Subcategories	$117,323.00	$48,977.31	$16,495.69	$2,000.00	$40,000.00	$9,850.00

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☑	**Which TSI areas have been identified?**	ELL
Goal 1- Include goals for the TSI Subgroup(s) **Our goal is that in grade levels 1st-5th we will have 68% of students on or above grade level in accuracy proficiency on the EOY acadience assessment.** **This will help all subgroups to increase accuracy proficiency.**			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 Set pathways of progress goals for all students using the Acadience goal progess setting tool.			
2 Progress monitor based on the state and district expectations (reds=weekly, yellows=bi-weekly, greens=monthly, blues=every 6 weeks)			
3 Analyze progress monitoring weekly 1-3 and bi-weekly k, 4, 5 in collaboration using the Acadience projection sheets.			
4 Provide training for teachers and paras, as necessary.			
5 Technology that would increase students' access to the curriculum.			
6 Increased paraprofessional time for reading instruction and intervention.			
Designation 1:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

Goal 2			
Do you have TSI Designations? If not TSI, skip red boxes.	☑	Which TSI areas have been identified?	Decrease the number of office referals by 5% from end of year 2025- end of year 2026, as recorded in educator handbook.
Goal 1- Include goals for the TSI Subgroup(s)			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 Implementation of School-Wide PBIS plan with expectations and ongoing teaching (Monthly Focus area within the school)			
2 Increasing opportunities for positive student recognition (student of the month, etc. City council meeting)			
3 Increase student connections to the school through positive interactions and activities			
4 Utilizing SEL teaching opportunities with fidelity in all tiers			
5 Supporting students through the CHAT Team process for tier 2 and 3.			
6 Providing structured recess para training as necessary			
7 Reduce transition by putting teams together.			
8 Behavior para support (hire a para to support behaviors)			
9 Purchase PE equipment and Teach rules for games to be played on the playground			
	which evidence-based interventions will be used?		
Designation 2:	Narrative		
	which evidence-based interventions will be used?		
Designation 3:	Narrative		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

TSSA	Total Allocated	$133,132					
Goal # Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600
Goal #1 Steps #1-5	Instructional Paraprofessionals	$83,907.04	$78,235.00	$5,672.04			
Goal #1 Steps #1-5	Guiding Coalition x10	$6,567.00	$5,000.00	$1,567.00			
Goal #1 Steps #1-5	Culture Club x 10	$6,567.00	$5,000.00	$1,567.00			
Goal #1 Step #2	Student Council Stipend x2	$656.70	$500.00	$156.70			
Goal #1 Step #5	Subs (IEP Days & Admin Directed: 23 Days)	$4,000.00			$4,000.00		
Goal #1 Steps #1-5	Kindergarten Para	$22,288.90	$20,782.19	$1,506.71			
Goal #1 Step #2	Student Council Conference	$650.00				$650.00	
Goal #1 Steps #1-5	Teacher Appreciation & Incentives	$6,656.60					$6,656.60
Goal #1 Step #2	Intermurals Stipend	$1,838.76	$1,400.00	$438.76			
		$0.00					
	Total Subcategories	$133,132.00	$110,917.19	$10,908.21	$4,000.00	$650.00	$6,656.60

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☑	**Which TSI areas have been identified?**	**Hispanic Students, Students with Disabilities, and English Language Learners**
Goal 1- Include goals for the TSI Subgroup(s) **By implementing a comprehensive paraprofessional support model, North Park Elementary will increase academic achievement for all students, with a specialized focus of support on Hispanic students, Students with Disabilities, and English Language Learners by 15% on state assessments and district benchmarks within one academic year through targeted small group instruction, individualized support, collaborative teaching, and systematic progress monitoring.**			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1.Strategic Paraprofessional Placement and Training **Timeline: August-September (Pre-service) and ongoing monthly** **Action: Deploy paraprofessionals strategically across grade levels based on highest concentration of target subgroups** **Training Components:** **Evidence-based instructional strategies for diverse learners** **Data collection and progress monitoring procedures** **Collaborative teaching models and classroom support techniques** **Cultural responsiveness and trauma-informed practices** **Specific interventions for each target subgroup**			
2.Implement Multi-Tiered Support Structure: Timeline: August - May (Ongoing) **Action: Establish systematic approach to student support** **Components:Guiding Coalition and Culture Club Components to Support the overall structure.** **Tier 1: Push-in classroom support to enhance core instruction** **Tier 2: Small group interventions (3-5 students) targeting specific skill gaps** **Tier 3: One-on-one intensive interventions for students with greatest needs** **Daily coordination between teachers and paraprofessionals for seamless support**			
3. Timeline: August implementation, ongoing weekly/bi-weekly monitoring **Action: Create systematic tracking of student progress across all interventions** **Components:** **Weekly progress monitoring for Tier 2 and Tier 3 students** **Monthly benchmark assessments for all target subgroup students** **Digital tracking system for real-time data analysis** **Bi-weekly data meetings to adjust interventions based on student response**			
4. Develop Culturally Responsive and Language Appropriate Interventions: Timeline: Ongoing throughout school year **Action: Ensure all interventions are tailored to meet diverse student needs** **Components:** **Bilingual support materials and resources** **Culturally relevant instructional content** **Family engagement strategies in native languages** **Collaborative partnerships with ELL specialists and special education staff**			
5. Continuous Evaluation and Program Refinement **Timeline: Monthly review cycles with quarterly comprehensive evaluation** **Action: Systematically evaluate program effectiveness and make data-driven adjustments** **Components:** **Monthly analysis of progress monitoring data** **Quarterly stakeholder feedback sessions** **Mid-year comprehensive program review** **End-of-year summative evaluation and planning for following year**			
How does the TSSA plan support your TSI subgroups?			

Designation 1: H17	**Narrative:** Hispanic students receive comprehensive support through culturally responsive teaching practices that incorporate their cultural backgrounds and experiences into the learning process. The plan provides bilingual paraprofessional support when possible and conducts family engagement initiatives in Spanish to ensure meaningful participation from Hispanic families. Students benefit from targeted small group instruction that focuses specifically on academic vocabulary development, which is crucial for their academic success across all content areas. The implementation utilizes evidence-based practices such as Culturally Sustaining Pedagogy approaches, along with visual and hands-on learning supports that accommodate diverse learning styles and language proficiency levels.
	which evidence-based interventions will be used? Culturally Sustaining Pedagogy approaches, Collaborative learning structures that value peer interaction, and Visual and hands-on learning supports
Designation 2: SWD	**Narrative:** Students with disabilities receive comprehensive support through individualized interventions that align directly with their IEP goals and required accommodations. The plan implements evidence-based practices including Explicit Direct Instruction, Universal Design for Learning principles, and Positive Behavior Interventions and Supports, delivered through multi-sensory instructional approaches and systematic teaching methods. Paraprofessionals work collaboratively with our special education teacher to provide tiered support ranging from push-in classroom assistance to intensive one-on-one interventions based on individual student needs. This structured approach ensures students with disabilities receive consistent, data-driven support while building toward greater independence and academic achievement through assistive technology integration and systematic progress monitoring.
	which evidence-based interventions will be used? Individualized support aligned with IEP goals and accommodations Multi-sensory instructional approaches Systematic instruction with explicit teaching methods Behavior support strategies integrated with academic interventions Collaborative support between paraprofessionals and special education teachers
Designation 3: ELL	**Narrative:** English Language Learners receive comprehensive support through a multi-tiered approach that simultaneously develops academic content knowledge and English language skills. The plan implements evidence-based practices such as Total Physical Response techniques, visual supports, and scaffolded instruction with gradual release of responsibility, while providing native language support when available. Paraprofessionals are specifically trained in culturally responsive practices and work collaboratively with ELL specialists to deliver targeted interventions including academic vocabulary instruction across content areas and peer tutoring opportunities. This systematic approach ensures ELLs receive individualized support through small group interventions and one-on-one intensive support when needed, with continuous progress monitoring to track both language development and academic achievement.
	which evidence-based interventions will be used? Simultaneous development of academic content and English language skills Visual supports and graphic organizers for comprehension Peer tutoring and collaborative learning opportunities Native language support when available Academic vocabulary instruction across content areas

Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?
Quantitative Measures
Academic Achievement Indicators:
State assessment scores (year-over-year comparison)
District benchmark assessments (quarterly)
Progress monitoring data (weekly/bi-weekly)
Target Metrics:
15% increase in proficiency rates for each subgroup
Qualitative Measures
Stakeholder Feedback:
Teacher surveys on paraprofessional effectiveness (quarterly)
Student engagement and confidence assessments (bi-annually)
Parent satisfaction surveys (bi-annually)
Paraprofessional self-reflection and feedback (monthly)
Observational Data:
Classroom observation rubrics for collaborative teaching effectiveness
Student engagement metrics during interventions
Documentation of student self-advocacy and independence growth
Data Collection Timeline
Weekly: Progress monitoring data collection and entry Monthly: Comprehensive data analysis and intervention adjustments Quarterly: Benchmark assessments and stakeholder feedback collection Bi-annually: Comprehensive program evaluation and reporting Annually: Summative evaluation and planning for subsequent year
Success Criteria
Short-term (3 months):
90% of target students actively engaged in assigned interventions
Established data collection systems with 95% fidelity
Positive feedback from 80% of teachers regarding paraprofessional support
Mid-term (6 months):
70% of students receiving interventions showing measurable progress
Demonstrated improvement in classroom-based assessments
Reduced referrals to higher-tier interventions
Long-term (12 months):
Achievement of 15% improvement goal for each target subgroup
Sustained implementation of all program components
Documented evidence of program impact on student outcomes and school culture
Continuous Improvement Process
Monthly data review meetings will analyze trends, identify successful practices, and address implementation challenges. Quarterly stakeholder feedback will inform program adjustments, and annual comprehensive evaluation will guide future planning and resource allocation decisions.

Review your progress with your leadership team once each trimester.

Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			

Final Report- Complete after January 15 of the following year. What were the results of your plan?

53G-7-1304	Allocated		$4,170,227.17					
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	**Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890	$0.00					
BRHS	1267	$336,104	$0.00					
BEHS	1699	$442,814	$0.00					
BRMS	821	$202,795	$0.00					
BEMS	1137	$280,850	$0.00					
Harris	838	$187,998	$0.00					
Young	1006	$222,663	$0.00					
Grouse Creek	11	$2,717	$0.00					
Park Valley	30	$7,410	$0.00					
Snowville	25	$6,175	$0.00					
Century	433	$116,304	$0.00					
Discovery	452	$119,433	$0.00					
Fielding	552	$165,901	$0.00					
Garland	653	$167,533	$0.00					
Golden Spike	970	$249,735	$0.00					
Lake View	574	$114,523	$0.00					
McKinley	591	$117,323	$0.00					
North Park	687	$133,132	$133,132.00	$110,917.19	$10,908.21	$4,000.00	$650.00	$6,656.60
Three Mile	481	$97,626	$0.00					
Willard	296	$123,744	$0.00					
Grant Information			$1,175,689.17	$826,736.94	$337,645.62	$4,000.00	$650.00	$6,656.60
BE Salary Allocation	25%	$1,042,557.17	$1,042,557.17	$715,819.75	$326,737.42			
Salary Stipends								
Total Allocated	12,662	$4,170,227.17	$0.00					
Total Subcategories			$2,351,378.33	$1,653,473.89	$675,291.25	$8,000.00	$1,300.00	$13,313.20

TSSA	Total Allocated	$97,626					
Goal # Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600
#1 & #2	Teacher Incentive	$3,960.00					$3,960.00
#1-1 & #2-6	Paraprofessionals	$80,920.13	$75,450.00	$5,470.13			
#1-7, #2-5	Teacher and Para PD	$12,214.62	$9,300.00	$2,914.62			
#1 & #2	Supplies	$531.25					$531.25
	Total Subcategories	$97,626.00	$84,750.00	$8,384.75	$0.00	$0.00	$4,491.25

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	**Which TSI areas have been identified?**	
Goal 1- ELA The number of 2nd and 3rd-grade Three Mile Creek students scoring at or above grade level or making typical or above growth in fluency and accuracy from BOY to EOY on the Acadience Reading Assessment will increase by 5%. The number of 4th and 5th-grade Three Mile Creek students scoring at or above grade level on the ELA RISE Assessment will increase by 3%.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1. Paraprofessionals will be hired to support and reteach tier-1 instruction and provide small-group tier-2 and tier-3 instruction.			
2. Prioritize regular collaboration and data discussion to facilitate appropriate responses to intervention, improve school climate, and improve behavior.			
3. Conduct regular meetings with the leadership teams to determine the needs of the grade levels and school.			
4. Use adopted tier 1 programs with fidelity (HMH, SuperKids, and Wonders).			
5. Use LETRS Instruction to improve literacy instruction.			
6. Coaching cycles and feedback for paraprofessionals and teachers to improve instruction and program implementation.			
7. Professional development for Teachers and paras.			
8. Regular training for paraprofessionals by coaches on classroom management, program implementation, and LETRS instruction.			
9. Increase the amount of reading and math time and opportunities to respond, with an intentional focus on students at risk.			
10. Set Pathways of Progress goals and monitor student progress regularly.			
11. Resources and supplies needed to implement the plan and support student learning.			
12. Technology that would increase students' access to the curriculum. This would include but not be limited to Chromebooks, projectors and bulbs, and audio enhancement devices.			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

Goal 2			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	**Which TSI areas have been identified?**	
Math The number of 2nd and 3rd-grade Three Mile Creek students scoring at or above grade level or making typical or above growth from BOY to EOY on the Acadience Math Assessment will increase by 5%. The number of 4th and 5th-grade Three Mile Creek students scoring at or above grade level on the Math RISE Assessment will increase by 3%.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1. Use EOY 2023-2024 Acadience data to track the effectiveness of current interventions and adjust for any areas of weakness.			
2. Create groups and implement interventions as soon as possible at the BOY by analyzing Acadience data and focusing on specific skill levels needed by students.			
3. Consistently track and monitor student progress.			
4. Focus on quality whole-group Tier 1 instruction, and provide targeted Tier 2 and 3 interventions when needed. Use State & District approved materials and curriculum to provide high-quality, targeted instruction.			
5. Provide ongoing PD to support high levels of learning using best practices, effective teaching strategies, and correct implementation of programs.			
6. Paraprofessionals will be hired to support and reteach tier-1 instruction and provide small-group tier-2 and tier-3 instruction.			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated		$4,170,227.17						
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	**Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Other Purchased Services 500**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890	$0.00						
BRHS	1267	$336,104	$0.00						
BEHS	1699	$442,814	$0.00						
BRMS	821	$202,795	$0.00						
BEMS	1137	$280,850	$0.00						
Harris	838	$187,998	$0.00						
Young	1006	$222,663	$0.00						
Grouse Creek	11	$2,717	$0.00						
Park Valley	30	$7,410	$0.00						
Snowville	25	$6,175	$0.00						
Century	433	$116,304	$0.00						
Discovery	452	$119,433	$0.00						
Fielding	552	$165,901	$0.00						
Garland	653	$167,533	$0.00						
Golden Spike	970	$249,735	$0.00						
Lake View	574	$114,523	$0.00						
McKinley	591	$117,323	$0.00						
North Park	687	$133,132	$0.00						
Three Mile	481	$97,626	$97,626.00	$84,750.00	$8,384.75	$0.00	$0.00	$4,491.25	
Willard	296	$123,744	$0.00						
Grant Information			$1,140,183.17	$0.00	$0.00				
BE Salary Allocation	25%	$1,042,557.17	$1,042,557.17	$715,819.75	$326,737.42				
Salary Stipends									
Total Allocated	12,662	$4,170,227.17	$0.00						
Total Subcategories			$1,140,183.17	$800,569.75	$335,122.16	$0.00	$0.00	$4,491.25	$0.00

	Total Allocated	$123,744.00					
Goal # Action Step #	**List Expense Here**	**Total**	**Salaries 100**	*1.0725 NonCont *1.3134 Cont **Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Travel 580**	**Supplies and Materials 600**
Goal 1 & 2 Step 1 & Goal 2 Step 1	Instructional Paras	$114,672.35	$106,920.61	$7,751.74			
Goal 1 & 2 Step 2 & Goal 2 Step 2	Guiding Coalition 5 members Chat Team Stipends 3 members	$5,880.00	$4,000.00	$1,880.00			
Goal 1 & 2 Step 2 & Goal 2 Step 2	Teacher Incentives & Recognition	$2,400.00		$0.00			$2,400.00
Goal 1 & 2 Step 3 & Goal 2 Step 2	Supplies & Materials	$791.65					$791.65
		$0.00					
		$0.00					
	Total Subcategories	$123,744.00	$110,920.61	$9,631.74	$0.00	$0.00	$3,191.65

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	Which TSI areas have been identified?	
Goal 1- 87% of kindergarten students will blend 10 or more Whole Words Read by the EOY benchmark period as determined by the Acadience benchmark assessment. 80% of first grade students will read 47 WPM with 90% Accuracy based on the EOY Acadience benchmark period.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1. Paraprofessionals will be hired to work with students in small reading groups, Tier 2 and Tier 3 interventions.			
2. We will use the district approved curriculum Super Kids, with fidelity, including explicit phonics routine, phonemic awareness, assessment and interventions.			
3. If funds are not used for paraprofessionals, funds will be used to purchase additional 95% phonics materials, and decodable books.			
4			
5			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	Narrative		
	which evidence-based interventions will be used?		
Designation 2:	Narrative		
	which evidence-based interventions will be used?		
Designation 3:	Narrative		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

Goal 2			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	**Which TSI areas have been identified?**	
Goal 1- By the end of the year, 80% of kindergarten and first-grade students will perform on or above grade level on the composite score of the Math Acadience assessment.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1. Paraprofessionals will be hired to work with students in small reading groups, Tier 2 and Tier 3 interventions.			
2. We will use the district approved curriculum HMH, with fidelity, including explicit number sense routines, assessment and interventions.			
3. If funds are not used for paraprofessionals, funds will be used to purchase math materials.			
4			
5			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated		$4,170,227.17					
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	**Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890	$0.00					
BRHS	1267	$336,104	$0.00					
BEHS	1699	$442,814	$0.00					
BRMS	821	$202,795	$0.00					
BEMS	1137	$280,850	$0.00					
Harris	838	$187,998	$0.00					
Young	1006	$222,663	$0.00					
Grouse Creek	11	$2,717	$0.00					
Park Valley	30	$7,410	$0.00					
Snowville	25	$6,175	$0.00					
Century	433	$116,304	$0.00					
Discovery	452	$119,433	$0.00					
Fielding	552	$165,901	$0.00					
Garland	653	$167,533	$0.00					
Golden Spike	970	$249,735	$0.00					
Lake View	574	$114,523	$0.00					
McKinley	591	$117,323	$0.00					
North Park	687	$133,132	$0.00					
Three Mile	481	$97,626	$0.00					
Willard	296	$123,744	$123,744.00	$110,920.61	$9,631.74	$0.00	$0.00	$3,191.65
Grant Information			$1,166,301.17	$0.00	$0.00			
BE Salary Allocation	25%	$1,042,557.17	$1,042,557.17	$715,819.75	$326,737.42			
Salary Stipends								
Total Allocated	12,662	$4,170,227.17	$0.00					
Total Subcategories			$1,166,301.17	$826,740.36	$336,369.16	$0.00	$0.00	$3,191.65

TSSA	Total Allocated	$2,717					
Goal # Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600
Goal 1 Step 1	Instructional Paras	$1,810.99	$1,688.57	$122.42			
Goal 1 Step 6	Supplies and Materials	$906.01					$906.01
		$0.00					
		$0.00					
		$0.00					
		$0.00					
		$0.00					
		$0.00					
		$0.00					
		$0.00					
		$0.00					
	Total Subcategories	$2,717.00	$1,688.57	$122.42	$0.00	$0.00	$906.01

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	**Which TSI areas have been identified?**	
Goal 1- Include goals for the TSI Subgroup(s)- K-5 students will have a 6% increase from BOY to EOY on the Acadience composite. 50% of students K-5 will be at Typical or higher on Pathways of Progress.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 Employ a paraprofessional to provide skill-based small group/ individualized interventions.			
2 Provide professional development to our teachers and paraprofessionals to build skills in research-based practices.			
3 Give students diagnostic assessments (PASI/ PSI screener) to identify specific reading skills needed.			
4 Students performing below benchmark will be monitored regularly using Acadience Progress Monitoring.			
5 Individual student goals will be set using the Acadience Pathways of Progress.			
6 Supplies will be purchased to support student academic needs.			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated		$4,170,227.17						
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	**Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Other Purchased Services 500**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890	$0.00						
BRHS	1267	$336,104	$0.00						
BEHS	1699	$442,814	$0.00						
BRMS	821	$202,795	$0.00						
BEMS	1137	$280,850	$0.00						
Harris	838	$187,998	$0.00						
Young	1006	$222,663	$0.00						
Grouse Creek	11	$2,717	$2,717.00	$1,688.57	$122.42	$906.01			
Park Valley	30	$7,410	$0.00						
Snowville	25	$6,175	$0.00						
Century	433	$116,304	$0.00						
Discovery	452	$119,433	$0.00						
Fielding	552	$165,901	$0.00						
Garland	653	$167,533	$0.00						
Golden Spike	970	$249,735	$0.00						
Lake View	574	$114,523	$0.00						
McKinley	591	$117,323	$0.00						
North Park	687	$133,132	$0.00						
Three Mile	481	$97,626	$0.00						
Willard	296	$123,744	$0.00						
Grant Information			$1,045,274.17	$717,508.32	$326,859.84	$906.01	$0.00	$0.00	$0.00
BE Salary Allocation	25%	$1,042,557.17	$1,042,557.17	$715,819.75	$326,737.42				
Salary Stipends									
Total Allocated	12,662	$4,170,227.17	$0.00						
Total Subcategories			$2,090,548.34	$1,435,016.65	$653,719.67	$1,812.02	$0.00	$0.00	$0.00

TSSA	Total Allocated	Input							
Goal # Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600	Property Including Equipment 700	Other 800
	Instructional Paras	$4,940.00	$3,761.24	$1,178.76				Not allowed	Not allowed
	Supplies and Materials	$2,470.00					$2,470.00	Not allowed	Not allowed
								Not allowed	Not allowed
								Not allowed	Not allowed
								Not allowed	Not allowed
	Total Subcategories	$7,410.00	$3,761.24	$1,178.76	$0.00	$0.00	$2,470.00	Not allowed	Not allowed

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	**Which TSI areas have been identified?**	
Goal 1- Include goals for the TSI Subgroup(s) **K-5 students will have a 4% increase from BOY to EOY on the Acadience composite.** **75% of students K-5 will be at Typical or higher on Pathways of Progress.**			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 Employ a paraprofessional to provide skill-based small group/ individualized interventions.			
2 Provide professional development to our teachers and paraprofessionals to build skills in research-based practices.			
3 Give students diagnostic assessments (PASI/ PSI screener) to identify specific reading skills needed.			
4 Students performing below benchmark will be monitored regularly using Acadience Progress Monitoring.			
5 Individual student goals will be set using the Acadience Pathways of Progress.			
6 Supplies will be purchased to support student academic needs.			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated		$4,170,227.17						
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	**Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Other Purchased Services 500**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890	$0.00						
BRHS	1267	$336,104	$0.00						
BEHS	1699	$442,814	$0.00						
BRMS	821	$202,795	$0.00						
BEMS	1137	$280,850	$0.00						
Harris	838	$187,998	$0.00						
Young	1006	$222,663	$0.00						
Grouse Creek	11	$2,717	$0.00						
Park Valley	30	$7,410	$7,410.00	$3,761.23	$1,178.76				$2,470.01
Snowville	25	$6,175	$0.00						
Century	433	$116,304	$0.00						
Discovery	452	$119,433	$0.00						
Fielding	552	$165,901	$0.00						
Garland	653	$167,533	$0.00						
Golden Spike	970	$249,735	$0.00						
Lake View	574	$114,523	$0.00						
McKinley	591	$117,323	$0.00						
North Park	687	$133,132	$0.00						
Three Mile	481	$97,626	$0.00						
Willard	296	$123,744	$0.00						
Grant Information			$1,049,967.17	$719,580.98	$327,916.18	$0.00	$0.00	$0.00	$2,470.01
BE Salary Allocation	25%	$1,042,557.17	$1,042,557.17	$715,819.75	$326,737.42				
Salary Stipends									
Total Allocated	12,662	$4,170,227.17	$0.00						
Total Subcategories			$2,099,934.34	$1,439,161.97	$655,832.35	$0.00	$0.00	$0.00	$4,940.02

	Total Allocated	Input					
Goal # Action Step #	**List Expense Here**	**Total**	**Salaries 100**	*1.0725 NonCont *1.3134 Cont **Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Travel 580**	**Supplies and Materials 600**
	Instructional Paras	$6,175.00	$5,757.57	$417.43			
	Total Subcategories	$6,175.00	$5,757.57	$417.43	$0.00	$0.00	$0.00

Subgroup(s) :K-5 students will have a 4% increase from BOY to EOY on the Acadience composite. 70%of students K-5 will be at Typ			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	**Which TSI areas have been identified?**	
Goal 1- Include goals for the TSI Subgroup(s) - K-5 students will have a 4% increase from BOY to EOY on the Acadience composite. 70%of students K-5 will be at Typical or higher on Pathways of Progress.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 Employ a paraprofessional to provide skill-based small group/ individualized interventions.			
2. Provide professional development to our teachers and paraprofessionals to build skills in researched-based practices (use 95% kits)			
3 Give students diagnostic assessments (PASI/ PSI screener) to identify specific reading skills needed.			
4 Students performing below benchmark will be monitored regularly using Acadience Progress Monitoring.			
5 Individual student goals will be set using the Acadience Pathways of Progress.			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated		$4,170,227.17						
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	**Employee Benefits 200**	**Purchased Professional & Tech Services 300**	**Other Purchased Services 500**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890	$0.00						
BRHS	1267	$336,104	$0.00						
BEHS	1699	$442,814	$0.00						
BRMS	821	$202,795	$0.00						
BEMS	1137	$280,850	$0.00						
Harris	838	$187,998	$0.00						
Young	1006	$222,663	$0.00						
Grouse Creek	11	$2,717	$0.00						
Park Valley	30	$7,410	$0.00						
Snowville	25	$6,175	$6,175.00	$5,757.57	$417.43				
Century	433	$116,304	$0.00						
Discovery	452	$119,433	$0.00						
Fielding	552	$165,901	$0.00						
Garland	653	$167,533	$0.00						
Golden Spike	970	$249,735	$0.00						
Lake View	574	$114,523	$0.00						
McKinley	591	$117,323	$0.00						
North Park	687	$133,132	$0.00						
Three Mile	481	$97,626	$0.00						
Willard	296	$123,744	$0.00						
Grant Information			$1,048,732.17	$721,577.32	$327,154.85	$0.00	$0.00	$0.00	$0.00
BE Salary Allocation	25%	$1,042,557.17	$1,042,557.17	$715,819.75	$326,737.42				
Salary Stipends									
Total Allocated	12,662	$4,170,227.17	$0.00						
Total Subcategories			$2,097,464.34	$1,443,154.65	$654,309.69	$0.00	$0.00	$0.00	$0.00

TSSA $32,890	Budget Breakdown per Expense						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0765 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services (Substitutes) 300	Travel 580	Supplies and Materials 600
Goal 1, Step 1	Para Salary	$22,890.00	$21,376.00	$1,514.00			
Goal 2, Step 1	School Supplies	$10,000.00					$10,000.00
	Total Subcategories	$32,890.00	$21,376.00	$1,514.00	$0.00	$0.00	$10,000.00

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	**Which TSI areas have been identified?**	
Goal 1- Include goals for the TSI Subgroup(s) **Our goal is to decrease the number of failing grades in the class by 2%. We will do this by hiring a full time instructional para / mentor to work in our junior pod. By providing all incoming students a mentor to communicate with home and track overall student progress, we will in turn improve credits earned and increase our overall graduation rate.**			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1. Hire a full time instructional para			
2			
3			
4			
5			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

Goal 2			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	**Which TSI areas have been identified?**	
Goal 1- Include goals for the TSI Subgroup(s) **Sunrise High staff will creat engaging lessons and hands on activities to raise the graduation rate at Sunrise High School to 77%. TSSA funds will be used to purchase supplies to support these lessons and activities.**			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1. Purchase school supplies to support learning.			
2			
3			
4			
5			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated		$4,170,227.17					
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	*1.0765 NonCont *1.3134 Cont Employee Benefits 200	**Purchased Professional & Tech Services (Substitutes) 300**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890	$32,890.00	$21,376.00	$1,514.00	$0.00	$0.00	$10,000.00
BRHS	1267	$336,104	$0.00					
BEHS	1699	$442,814	$0.00					
BRMS	821	$202,795	$0.00					
BEMS	1137	$280,850	$0.00					
Harris	838	$187,998	$0.00					
Young	1006	$222,663	$0.00					
Grouse Creek	11	$2,717	$0.00					
Park Valley	30	$7,410	$0.00					
Snowville	25	$6,175	$0.00					
Century	433	$116,304	$0.00					
Discovery	452	$119,433	$0.00					
Fielding	552	$165,901	$0.00					
Garland	653	$167,533	$0.00					
Golden Spike	970	$249,735	$0.00					
Lake View	574	$114,523	$0.00					
McKinley	591	$117,323	$0.00					
North Park	687	$133,132	$0.00					
Three Mile	481	$97,626	$0.00					
Willard	296	$123,744	$0.00					
Grant Information			$1,075,447.17	$737,195.75	$328,251.42	$0.00	$0.00	
BE Salary Allocation	25%	$1,042,557.17	$1,042,557.17	$715,819.75	$326,737.42			
Salary Stipends								
Total Allocated	12,662	$4,170,227.17	$0.00					
Total Subcategories			$2,108,004.34	$1,453,015.51	$654,988.83	$0.00	$0.00	$0.00

TSSA: $187,998	Budget Breakdown per Expense						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0765 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services (Substitutes) 300	Travel 580	Supplies and Materials 600
Goal 1 Step 1	EBLY program	$6,000.00			$6,000.00		
Goal 1 Step 3	Staff PD opportunities	$2,000.00				$2,000.00	
Goal 1 Step 3	Lunch and learn meals/supp	$6,300.00	$500.00				$5,800.00
Goal 1 Step 2	Student incentives PBIS	$2,000.00					$2,000.00
Goal 1 Step 3	Substitutes for PD	$2,500.00			$2,500.00		
Goal 1 Step 4	Team leedership stipends	$15,000.00	$10,299.00	$4,701.00			
Goal 1 Step 2	Head Husky advisor hours	$4,500.00	$3,089.70	$1,410.30			
Goal 1 step 2	End of year activites / PBIS	$5,600.00	$411.96	$188.04			$5,000.00
Goal 1 Step 1	28 hour Para professional	$24,000.00	$16,478.40	$7,521.60			
Goal 1, Step 5	Classroom supplies	$50,098.00					$50,098.00
Goal 2 Step 1	LCSW	$42,000.00	$28,837.20	$13,162.80			
Goal 2 Step 2	33 hour Para professional	$28,000.00	$19,224.80	$8,775.20			
	Total Subcategories	$187,998.00	$78,841.06	$35,758.94	$8,500.00	$2,000.00	$62,898.00

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☑	**Which TSI areas have been identified?**	ELL and SWD
Goal 1- 75% of our 6th & 7th-grade students, including our TSI subcategories, will be at the 50th percentile for achievement, or make one year's growth as measured by MAP reading assessment from the BOY to the EOY in May 2026.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1. Hire para professionals and purchase reading program to facilitate the reading intervention programs as well as additional behavior suport.			
2. Provide student rewards and activites to support the school wide positive behavior support porgram and to help build student connections.			
3. Teachers and staff will participate in training to improve their teaching strategies, including PD and proffessional conferences.			
4. Leadership team will analyze school wide data and will contribute to school wide instructional decisions.			
5. We will purchae classroom Supplies to support student performance and academic achievement			
How does the TSSA plan support your TSI subgroups?			
Designation 1: ELL	ELL students will receive services from a highly qualified teacher each day and will receive reading intervention services twice a week.		
	which evidence-based interventions will be used? We will use the EBLY reading program.		
Designation 2: SWD	All SWD students will receive services from a highly qualified teacher each day and will receive reading intervention services twice a week.		
	which evidence-based interventions will be used? We will use the EBLY reading program.		
We will use EOY MAP data to determine if we reached our goal. Mid year MAP data along with EBLY data will give us the data to monitor our progress.			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

Goal 2			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	**Which TSI areas have been identified?**	
Goal 2- Additional Counseling, Mental Health, and behavioral Support - Harris will increase student access to counseling support and mental health support by paying a portion of the salary of an LCSW (Licensed Clinical Social Worker). The LCSW will provide students with mental health crises intervention, social-emotional support, and on going therapy, etc. We will also pay for an additional behavior support para professional. This para will help students with trackers, goals, and managing their behavior to decrease the time spent in ISS and increase the time in the regular class. The ultimate goal is to increase the number of students, including ELL and SWD that receive additional support and resources by 5% during the 2025-2026 school year when compared to data from the 2024-2025 school year.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1. Pay for part of the salary of an LCSW to be in the building 3 days a week.			
2. Pay for an additional behavior specialist to work with our in school suspension para.			
3			
4			
5			
How does the TSSA plan support your TSI subgroups?			
Designation 1: ELL	**ELL students will have greater access to mental health and behavioral support. This will improve attendance, engagement and learning by decreasing distractions to learning.**		
	The LCSW (licenced clinical social worker) is the evidence-based intervention.		
Designation 2: SWD	**Students with disabilities will have greater access to mental health and behavioral support. This will improve attendance, engagement and learning by decreasing distractions to learning.**		
	The LCSW (licenced clinical social worker) is the evidence-based intervention.		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated	$4,170,227.17						
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	*1.0765 NonCont *1.3134 Cont Employee Benefits 200	**Purchased Professional & Tech Services (Substitutes) 300**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$22,890						
BRHS	1267	$208,643						
BEHS	1699	$279,783						
BRMS	821	$135,198						
BEMS	1137	$187,235						
Harris	838	$137,998	$187,998.00	$78,841.06	$35,758.94	$8,500.00	$2,000.00	$62,898.00
Young	1006	$165,663						
Grouse Creek	11	$1,811						
Park Valley	30	$4,940						
Snowville	25	$4,117						
Century	433	$71,304						
Discovery	452	$74,433						
Fielding	552	$90,901						
Garland	653	$107,533						
Golden Spike	970	$159,735						
Lake View	574	$94,523						
McKinley	591	$97,323						
North Park	687	$113,132						
Three Mile	481	$79,209						
Willard	296	$48,744						
Special Education	25%	$1,042,556.79	$1,042,556.79	$715,819.49	$326,737.30			
BE Salary Allocation	25%	$1,042,556.79	$1,042,556.79	$715,819.49	$326,737.30			
Salary Stipends								
Total Allocated	12,662	$4,170,227.17	$0.00					
Total Subcategories			$2,273,111.59	$1,510,480.05	$689,233.54	$8,500.00	$2,000.00	$62,898.00

TSSA: $202,795	Budget Breakdown per Expense						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0765 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services (Substitutes) 300	Travel 580	Supplies and Materials 600
Goal 1, Step 1	Professional Development for staff/subs/travel	$14,432.00	$8,239.20	$3,760.80	$2,432.00		
(Goal 1, Step 2) (Goal 2, Step	Student incentives	$12,500.00					$12,500.00
Goal 1, Step 3	Leadership team stipends Guiding coalition& team leaders)	$12,000.00	$8,239.20	$3,760.80			
Goal 2, Step 1	ISS Para salary	$36,243.00	$21,612.00	$14,631.00			
Goal 2, Step 2	LCSW 2days/week	$28,020.00	$19,238.53	$8,781.47			
Goal 1, Step 4	Classroom and school supplies	$67,900.00					$67,900.00
Goal 1, Step 5	Software liscenses and technology	$20,000.00					$20,000.00
Goal 1, Step 4	Fieldtrips	$4,000.00				$4,000.00	
Goal 2, Step 4	Hope Squad and GYC stipend	$2,000.00	$1,373.20	$626.80			
Goal 1, Step 3	Flex coordinator	$1,500.00	$1,029.90	$470.10			
Goal 1, Step 3	Student council	$4,200.00	$2,883.72	$1,316.28			
		$0.00					
		$0.00					
		$0.00					
	Total Subcategories	$202,795.00	$62,615.75	$33,347.25	$2,432.00	$4,000.00	$100,400.00

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☑	**Which TSI areas have been identified? ELD**	
Goal 1- Include goals for the TSI Subgroup(s) **60% of our students will achieve at or above grade level or will show one years growth in reading and math according to the MAP test from beginning of year to end of year.**			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 - Professional Development for staff. Train staff in SIOP strategies.			
2 - Set growth goals with students and use incentives to help them achieve their goal.			
3 - Pay the stipends of our guiding coalition, team leaders, flex coordinator, and student government to help drive our training and school vision.			
4 - Classroom, school supplies, fieldtrips			
5 - Software Liscenses and technology			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**60% of our ELD students will be at or above grade level or will be demonstrating a years growth.**		
	which evidence-based interventions will be used? We will be specifically looking at our data for beginnning year MAP scores and be setting growth goals with our ELD students. We will review their progress on a regular basis, use SIOP strategies to help them to reach their goals, and use intervention and extension time to work with ELD students.		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report? **MAP testing and monitoring progress of our ELD students.**			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

Goal 2			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	**Which TSI areas have been identified?**	
Goal 1- Include goals for the TSI Subgroup(s) **We will reduce the number of level 2 and level 3 educator handbook referrals.**			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 - Pay a para to work with students in ISS and to track behavior data. ($35,000)			
2 - Pay for the salary for two days/week of an LCSW. ($23,035)			
3 - Purchase incentives for students to improve and change their behaviors.			
4 - Hope Squad and GYC stipends			
5			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report? **REduced number of office referrals.**			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated		$4,170,227.17					
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	*1.0765 NonCont *1.3134 Cont Employee Benefits 200	**Purchased Professional & Tech Services (Substitutes) 300**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890	$0.00					
BRHS	1267	$336,104	$0.00					
BEHS	1699	$442,814	$0.00					
BRMS	821	$202,795	$202,795	$62,615.75	$33,347.25	$2,432.00	$4,000.00	$100,400.00
BEMS	1137	$280,850	$0.00					
Harris	838	$187,998	$0.00					
Young	1006	$222,663	$0.00					
Grouse Creek	11	$2,717						
Park Valley	30	$7,410						
Snowville	25	$6,175						
Century	433	$116,304						
Discovery	452	$119,433						
Fielding	552	$165,901						
Garland	653	$167,533						
Golden Spike	970	$249,735						
Lake View	574	$114,523						
McKinley	591	$117,323						
North Park	687	$133,132						
Three Mile	481	$97,626						
Willard	296	$123,744						
Grant Information			$1,245,351.79	$778,435.24	$360,084.55	$2,432.00	$4,000.00	$100,400.00
BE Salary Allocation	25%	$1,042,556.79	$1,042,556.79	$715,819.49	$326,737.30			
Salary Stipends								
Total Allocated	12,662	$4,170,226.79	$0.00					
Total Subcategories			$2,490,703.59	$1,556,870.49	$720,169.10	$4,864.00	$8,000.00	$200,800.00

TSSA: $336,104	Budget Breakdown per Expense						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0765 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services (Substitutes) 300	Travel 580	Supplies and Materials 600
Goal 1, Step 1	LCSW - 3 days a week	$38,749.77	$38,749.77				
Goal 1, Step 7	Accommodation Aide - remainder from SLT	$11,474.00	$11,474.00				
Goal 1, Step 1	Lunch and Learn	$5,000.00					$5,000.00
Goal 1, Step 2	Teacher team PD opportunities, sub costs	$11,776.42			$11,776.42		
Goal 1, Step 3	Asst. Student Government Advisor	$5,800.00	$4,500.00	$1,300.00			
Goal 1, Step 3	Student Ambassador Advisor	$5,800.00	$4,500.00	$1,300.00			
Goal 1, Step 2	PLC Team Leadership Stipend - 11 total	$14,300.00	$11,000.00	$3,300.00			
Goal 1, Step 7	Edgenuity Manager Stipend	$3,250.00	$2,500.00	$750.00			
Goal 1, Step 3	Sterling Scholar stipend and supplies	$1,279.00	$900.00	$279.00			$100.00
Goal 1, Step 2	Annette Brinkman student engagement coaching consulting	$16,000.00			$16,000.00		
Goal 1, Step 3	Robotics = new robots and replacement parts	$8,000.00					$8,000.00
Goal 1, Step 5	Summer School	$4,454.81	$3,400.81	$1,054.00 [1]			
Goal 1, Step 5	ELL Spanish AP support for test/ ACT	$1,500.00			$1,500.00		
Goal 1, Step 3	Stipend for audio visual support and supervision	$5,200.00	$4,000.00	$1,200.00			
Goal 1, Step 3	Chinese/ Jensen Chinese new year	$300.00					$300.00
Goal 1, Step 3	Presenter = Luke Faulk SALT school climate, leadership support	$3,000.00			$3,000.00		
Goal 1, Step 4	School Pride/Unity Swag	$8,000.00					$8,000.00
Goal 1, Step 2	PLC Solution tree 3 day training for Guiding coalition members	$3,000.00			$3,000.00		
Goal 1, Step 6	Class instructional materials	$181,624.00					$181,624.00
Goal 1, Step 7	STEM productivity for ELL team taught class	$5,500.00	$5,500.00				
Goal 1, Step 5	A.P. testing stipend	$1,310.00	$1,000.00	$310.00			
Goal 1, Step 5	ACT stipend	$786.00	$600.00	$186.00			
	Total Subcategories	$336,104.00	$88,124.58	$9,679.00	$35,276.42	$0.00	$203,024.00

Goal 1- ACTION PLAN Bear River High School will improve our graduation rate by 2% from the previous year & 75% of Bear River High School Seniors will have a post-graduation plan by May of 2026.			
Do you have TSI Designations? If not TSI, skip red boxes.	☑	**Which TSI areas have been identified?**	ELL and SWD
Goal 1- Include goals for the TSI Subgroup(s)			
Action Plan			
What specific tasks/activities will need to be done to help reach your goal?			
1 - Keep our LCSW three days a week, pay partial salaries of our Instructional Coach and support our At-risk Aides to support our students and teachers.			
2 - Provide learning and professional development opportunities for our staff, including coaching, PLC process work and student engagement instructional training. Including team building & incentives.			
3 - Provide leadership opportunities, and enrichment for students through Student Government, SALT team, Ambassadors, Chinese, Robotics, audio visual, and Sterling Scholars			
4 - Building school Pride and unity through providing school swag. Students who want to be here graduate.			
5 - Provide support for remediation, testing coordination, and credit recovery, in school as well as summer school, and AP fee support.			
6 - Provide classroom supplies to support student performance and academic achievement.			
7 - provide para support for the team taught process for ELL students, as well as accommodation para time.			

How does the TSSA plan support your TSI subgroups?	
Designation 1: ELL	**Narrative: To support our ELL students language and academic needs as well as graduation support, we will: Support peer tutors for our ELL students, Support students who need support for taking the AP Spanish test, and create a new ELL student study skills Team taught class. Additionally, we will provide an accommodation paras who support students who need small group setting, tests read aloud etc. Co-taught classes will be for the purpose of helping the students in STEM and ELA access and be successful in the curriculum of their schedules.**
	which evidence-based interventions will be used? Vocabulary support, Co=taught class, learning targets and success criteria will support teacher clarity. Small group support with targeted sheltered instruction.
Designation 2: SWD	**Narrative: We will support our SWD academic needs as well as graduation support, by: Supporting students who need assistance taking the ACT test practices. Additionally, we will provide an accommodation para who supports students who need accommodations such as small group setting, tests read aloud etc. We will also provide Math support through our math paraprofessional who supports students in team-taught settings as well as in smaller pull out groups. Lastly, we will provide engagement, learning target and success criteria strategy professional development sessions that will support SPED kids.**
	which evidence-based interventions will be used? re-teach, small group setting, data focus, student engagement PD. learning targets and success criteria will support teacher clarity.
Designation 3:	**Narrative**
	which evidence-based interventions will be used?
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?	

Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated		$4,170,227.17					
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	*1.0765 NonCont *1.3134 Cont Employee Benefits 200	**Purchased Professional & Tech Services (Substitutes) 300**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890						
BRHS	1267	$336,104	$336,104.00	$88,124.58	$9,679.00	$35,276.42	$0.00	$203,024.00
BEHS	1699	$442,814						
BRMS	821	$202,795						
BEMS	1137	$280,850						
Harris	838	$187,998						
Young	1006	$222,663						
Grouse Creek	11	$2,717						
Park Valley	30	$7,410						
Snowville	25	$6,175						
Century	433	$106,956						
Discovery	452	$111,650						
Fielding	552	$136,351						
Garland	653	$161,299						
Golden Spike	970	$239,602						
Lake View	574	$141,785						
McKinley	591	$145,984						
North Park	687	$169,697						
Three Mile	481	$118,813						
Willard	296	$73,116						
Grant Information			$1,042,557.17	$715,819.75	$336,416.30			
BE Salary Allocation	25%	$1,042,556.79	$1,042,556.79	$715,819.49	$326,737.30			
Salary Stipends								
Total Allocated	12,662	$4,170,226.87	$0.00					
Total Subcategories			$2,094,792.84	$1,431,639.24	$663,153.60	$0.00	$0.00	$0.00

[1] Dixon - $1,313 (taxes 363.31) = $1,676.31
Heidi - $1,313 (taxes $411.50) = $1,724.50

TSSA $222,663	Budget Breakdown per Expense						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0765 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services (Substitutes) 300	Travel 580	Supplies and Materials 600
Goal1, Step 1	LCSW Services	$47,610.75	$36,250.00	$11,360.75			
Goal 2, Step 1	Hire a Reading Para	$32,295.00	$30,000	$2,295.00			
Goal 2, Step 2	Classroom supplies and materials	$57,000.00					$57,000.00
Goal 2, Step 3	Testing and chromebook aide	$4,306.00	$4,000.00	$306.00			
Goal 3, Step 1	Behavior Aides	$34,232.70	$31,800.00	$2,432.70			
Goal 3, Step 2	PBIS Committee Stipends	$6,375.24	$4,854.00	$1,521.24			
Goal 3, Step 3	Student Rewards	$12,000.00					$12,000.00
Goal 3, Step 4	Lunchtime para	$5,920.13	$5,499.42	$420.71			
Goal 3, Step 5	Nest aide	$22,923.18	$21,294.18	$1,629.00			
		$0.00					
		$0.00					
		$0.00					
	Total Subcategories	$222,663.00	$133,697.60	$19,965.40	$0.00	$0.00	$69,000.00

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	**Which TSI areas have been identified?**	
Goal 1-Goal 1- Additional Counseling/Mental Health Support - ACYI will increase student access to counseling support and mental health support by paying a portion of the salary of an LCSW (Licensed Clinical Social Worker). The LCSW will provide students with mental health crises intervention, social-emotional support, and on going therapy, etc. The ultimate goal is to increase the number of students that receive support and resources by 5% during the 2025-2026 school year when compared to data from the 2024-2025 school year.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1-Contribute $47565.17 to the salary and benefits of the LCSW (11349.05 benefits			
2. - Contingency plan. If there is excess money in the TSSA budget due to inability to hire an aide, etc., that money will be used for appropriate technology, staffing, and training.			
3			
4			
5			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

Goal 2			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	**Which TSI areas have been identified?**	
Goal 1- Include goals for the TSI Subgroup(s) ACYI will show a 5 % proficiency increase on the reading portion of the MAP test during the winter test administration of the 2025-2026 school year as compared the winter test administration of the 2024-2025 school year. We will continue to screen all students for reading needs, pull them into reading interventions, and give them the needed instruction to fill gaps.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1. Hire an additional reading aide for 29.75 hours per week and add hours to the existing reaidng aides to have them be able to help more students. - $29,801.18			
2. Put $57,000 toward classroom supplies so that students can access curriculum across the school to aid them in their academic progress.			
3. Hire an aide for 5 hours a week to help with test administration and chromebook maintenance and repair. $3942.14			
4			
5			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

Goal 3			
Do you have TSI Designations? If not TSI, skip red boxes.	☐	**Which TSI areas have been identified?**	
Goal 3 - ACYI will continue with the implemention of a school wide behavior program that was started in the 2019-2020 school year. With the implementation, teachers will receive ongoing coaching and professional development for addressing student behavior in various settings as well as procedures for referral of students to receive additional behavioral support. There will be consistency throughout the school based on a schedule of skills to be taught. ACYI will continue with the PBIS model of RISE (Respect, Safety, Engagement) where students will learn and understand how each of those look and sound. ACYI will implement a schedule of adequate supervision in the common areas and hallways and address concerns with consistency. Staff members will have opportunities for classroom management and restorative discipline professional development and training in the Big 8 with classroom model teachers. Through the implementation of this type of behavioral support program, ACYI will reduce the number of negative office referrals by 5% through the 2025-2026 school year when compared to data from the 2024-2025 school year.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1. Salary of behavior aides - $33,786.28			
2. Stipend of PBIS committee - $7000			
3. Student Rewards - $12,000			
4. Lunchtime para (2 hours a day) - $5954.98			
5. Pay a para to run our Nest to help students have students get help with anxiety 29.75 hours a week. - $23058.63			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated		$4,170,227.17					
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	*1.0765 NonCont *1.3134 Cont Employee Benefits 200	**Purchased Professional & Tech Services (Substitutes) 300**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$34,335						
BRHS	1267	$312,965						
BEHS	1699	$419,674						
BRMS	821	$202,797						
BEMS	1137	$280,853						
Harris	838	$206,996						
Young	1006	$222,663	$220,108.38	$130,179.97	$20,928.41	$0.00	$0.00	$69,000.00
Grouse Creek	11	$2,717						
Park Valley	30	$7,410						
Snowville	25	$6,175						
Century	433	$106,956						
Discovery	452	$111,650						
Fielding	552	$136,351						
Garland	653	$161,299						
Golden Spike	970	$239,602						
Lake View	574	$141,785						
McKinley	591	$145,984						
North Park	687	$169,697						
Three Mile	481	$118,813						
Willard	296	$73,116						
Grant Information			$1,262,665.17	$845,999.46	$347,665.71	$0.00	$0.00	$69,000.00
BE Salary Allocation	25%	$1,042,556.79	$1,042,556.79	$715,819.49	$326,737.30			
Salary Stipends								
Total Allocated	12,662	$4,144,395.75	$0.00					
Total Subcategories			$2,525,330.35	$1,691,998.93	$695,331.42	$0.00	$0.00	$138,000.00

TSSA: $280,850	Budget Breakdown per Expense						
Goal #, Action Step #	**List Expense Here**	**Total**	**Salaries 100**	*1.0765 NonCont *1.3134 Cont Employee Benefits 200	**Purchased Professional & Tech Services (Substitutes) 300**	**Travel 580**	**Supplies and Materials 600**
Goal 1, Step 1	Teacher Lunch Duty [1]	$14,000.00	$9,808.84	$4,191.16			
Goal 1, Step 1	Student Government Advisors	$9,000.00	$6,179.40	$2,820.60			
Goal 1, Step 1	Webmaster	$1,500.00	$1,029.90	$470.10			
Goal1, Step 2	Online Education Para (29.75hr/week)	$21,297.46	$19,784.00	$1,513.46			
Gola 1, Step 6	Summer School	$5,000.00	$3,433.00	$1,567.00			
Goal 1, Step 3	Art Teacher Collaboration (2 days) [2]	$919.38	$800.00	$119.38			
Goal 1, Step 3	Art Teacher Prep Days (2 Days)	$459.69	$350.00	$109.69			
Goal 1, Step 1	AP Coordinator	$1,313.40	$1,000.00	$313.40			
Goal1, Step 2	Increase 3 aide hours by 4.75hrs/week	$10,299.36	$9,567.45	$731.91			
Goal 1, Step 1	Update MVVG/Recruitment & Retention	$20,574.43					$20,574.43
Goal 1, Step 3	Staff PD and/or Conference	$25,000.00			$25,000.00		
Goal 1, Step 4	PE Buses for golf	$7,000.00				$7,000.00	
Goal 1, Step 4	LIA Buses	$2,000.00				$2,000.00	
Goal 1, Step 3	Taking Action Books (70 books at $50)	$3,500.00					$3,500.00
Goal 1, Step 3	Books for Teacher PD	$3,000.00					$3,000.00
Goal1, Step 5	Technology device replacements	$10,073.82					$10,073.82
Goal 1, Step 4	Student/Staff Incentives	$14,000.00					$14,000.00
Goal 1, Step 4	Lunch/Learn & Breakfast/Brush-up	$12,000.00					$12,000.00
Goal 2, Step 1	SPED Para	$21,297.46	$19,784.00	$1,513.46			
Goal 1, Step 1	NOPE Squad/Counseling Support	$5,000.00					$5,000.00
Goal1, Step 5	Classroom Supplies in lieu of fees	$93,615.00					$93,615.00
	Total Subcategories	$280,850.00	$71,736.59	$13,350.16	$25,000.00	$9,000.00	$161,763.25

Goal 1			
Goal 1- Include goals for the TSI Subgroup(s) **Create learning, growth and leadership opportunities for students and staff members. As well providing supports, supplies and additional personnel to help teachers complete their responsibilities.**			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 - Student Government Advisors, webmaster, teacher lunch duty, NOPE Squad, Unity and Togetherness			
2 - Onlie para, SPED Para, additional hours for Reading/Intervention Para, SPED Para			
3 - Conferences, PD opportunities, books, collaboration time			
4 - Lunch and Learns, Incentives, Buses for learning and leadership growth			
5 - Classroom Supplies to support student performance and academic achievement.			
6 - Students supports - credit recovery, SPED para			
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

Goal 2			
Do you have TSI Designations? If not TSI, skip red boxes.	☑	**Which TSI areas have been identified?**	SPED and ELL
Goal 1- Include goals for the TSI Subgroup(s) **Create opportunites for staff to learn and develop skills to support our SPED and ELL populations. Increase the number of staff trained in ELL and SPED supports.**			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1 - SPED para to address TSI goals			
2			
3			
4			
5			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**Narrative - training for increase ESL endorsements and training helps these targeted groups get the help and support they need.**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report? **SPED scores on RISE, ASPIRE + and MAP. ELL scores on WIDA, RISE, ASPIRE + and MAP**			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated		$4,170,227.17					
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	*1.0765 NonCont *1.3134 Cont Employee Benefits 200	**Purchased Professional & Tech Services (Substitutes) 300**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890						
BRHS	1267	$336,104						
BEHS	1699	$442,814						
BRMS	821	$202,795						
BEMS	1137	$280,850	$280,850.00	$71,736.59	$13,350.16	$25,000.00	$9,000.00	$161,763.25
Harris	838	$187,998						
Young	1006	$222,663						
Grouse Creek	11	$2,717						
Park Valley	30	$7,410						
Snowville	25	$6,175						
Century	433	$116,304						
Discovery	452	$119,433						
Fielding	552	$165,901						
Garland	653	$167,533						
Golden Spike	970	$249,735						
Lake View	574	$114,523						
McKinley	591	$117,323						
North Park	687	$133,132						
Three Mile	481	$97,626						
Willard	296	$123,744						
Grant Infromation			$1,323,406.79	$787,556.08	$340,087.46	$25,000.00	$9,000.00	$161,763.25
BE Salary Allocation	25%	$1,042,556.79	$1,042,556.79	$715,819.49	$326,737.30			
Salary Stipends								
Total Allocated	12,662	$4,170,226.79	$0.00					
Total Subcategories			$2,646,813.59	$1,575,112.17	$680,174.92	$50,000.00	$18,000.00	$323,526.50

[1] Carla - $2000 (2626.80 total)

[2] 1 day $175 ($229.85)

TSSA: $442,814	Budget Breakdown per Expense						
Goal #, Action Step #	List Expense Here	Total	Salaries 100	*1.0765 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services (Substitutes) 300	Travel 580	Supplies and Materials 600
Goal 1, Step 2	Marquee Monitor (Tom Davidson)	$656.70	$500.00	$156.70			
Goal 1, Step 2	Accomodations Testing Coordinator (Travis Mumford)	$2,626.80	$2,000.00	$626.80			
Goal 1, Step 1	Credit Recovery Teacher Salary (Carson Mund)	$96,056.88	$63,924.89	$32,131.99			
Goal 1, Step 1	2:30-4:30 Credit Recovery/ Productivity	$36,531.00	$27,751.00	$8,780.00			
Goal 1, Step 3	LCSW 3 Days a Week (Jason Jones)	$55,162.80	$42,000.00	$13,162.80			
Goal 1, Step 2	Academic Olympiad (Shannon Cheney)	$656.70	$500.00	$156.70			
Goal 1, Step 2	Academic Olympiad (Peter Gerlach)	$656.70	$500.00	$156.70			
Goal 1, Step 2	Graduation Chair (Shannon Cheney)	$394.02	$300.00	$94.02			
Goal 1, Step 2	Sterling Scholar Coordinator (Sarah Bliesner)	$1,182.06	$900.00	$282.06			
Goal 1, Step 2	Testing Coordinator (Patrick Parker)	$6,567.00	$5,000.00	$1,567.00			
Goal 1, Step 2	Assistant Student Government Advisor (Journey Grenwell)	$1,182.06	$900.00	$282.06			
Goal 1, Step 2	STEM (Gregg Cefalo)	$1,313.40	$1,000.00	$313.40			
Goal 1, Step 2	Student of the Month (Sarah Bliesner)	$1,182.06	$900.00	$282.06			
Goal 1, Step 1	Summer School Credit Recovery Teachers (Caden Burrell)	$6,567.00	$5,000.00	$1,567.00			
Goal 1, Step 1	Summer School Credit Recovery Teachers (Shizhong Zhang)	$6,567.00	$5,000.00	$1,567.00			
Goal 1, Step 2	Dance Company Teachers (Becca Ammons) NonContracted	$8,580.00	$8,000.00	$580.00			
Goal 1, Step 2	Spirit Squad Assistant Advisors (?)	$1,313.40	$1,000.00	$313.40			
Goal 1, Step 2	Video Board Technology (Patrick Parker)	$2,626.80	$2,000.00	$626.80			
Goal 1, Step 2	Master Schedule Builder (Kristin Udy)	$1,313.40	$1,000.00	$313.40			
Goal 1, Step 1	Summer School Counselor (?)	$1,313.40	$1,000.00	$313.40			
Goal 1, Step 2	Purchase Items for Unite, Hope, and Destress Week	$3,000.00					$3,000.00
Goal 1, Step 5	Teacher PD/ Travel/ Subs	$26,398.92			$8,000.00	$18,398.92	
Goal 1, Step 4	Display Boards/ Chrome Books/ Other Technology as needed	$18,017.12					$18,017.12
Goal 1, Step 6	Supplies for Instuctional Supplies for Classes	$162,948.78					$162,948.78
Total Subcategories		$442,814.00	$169,175.89	$63,273.29	$8,000.00	$18,398.92	$183,965.90

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	☑	**Which TSI areas have been identified?**	SWD (Advanced Coursework for At Risk Students)
Goal 1- Include goals for the TSI Subgroup(s) Goal 1- Box Elder High School will increase our graduation rate by 1% from the 2025-26 graduation rate. To do this we will need to keep 92% of our students on track for graduation by building connections and releationships with students. We will also reduce the number of students who are credit deficit by 1% from August 2025 to June 2026.			
Action Plan			
What specific tasks/activites will need to be done to help reach your goal?			
1. Salary for the Online Lab Teacher who will run the credit recovery class during the school year. Additional productivity as needed to make master schedule work. Summer school/ Credit recovery teachers			
2. Pay teachers to help with projects that will help students stay engaged and connected to school such as testing, graduation, Video Board Design, Dance Company, Academic Olympiad, Student of the Month, Spirit Squad Advisors, and Hope Squad. These activities will help students connect with our school and feel a sense of belonging.			
3. Pay for an LCSW 3 days a week. This will help keep students at school and engaged in learning.			
4. Purchase digital display boards to replace outdated ones. Purchase other classroom technology as needed.			
5. Send teachers to PD conferences/ Travel and Expenses related to the PD.			
6. Pay for instructional and classroom supplies.			
How does the TSSA plan support your TSI subgroups?			
Designation 1:	**Narrative:** Help At Risk students complete AP and Concurrent Classes.		
	which evidence-based interventions will be used? Focus on Graduation with Seniors. Focus on UA+ prep and growth with Sophmores. (With mainstream and Sped Teachers.)		
Designation 2:	**Narrative**		
	which evidence-based interventions will be used?		
Designation 3:	**Narrative**		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report? The number of students credit deficiet will decrease throughout the year. We will track the number of students off track each trimester. Between August and May would like to see a 1% decrease in students off track for graduation. We will also track our graduation rate each year. Here is a link to the data we have been tracking: https://docs.google.com/spreadsheets/d/1g15D1necxz566-5I6MG7_cN6TN9MaAgTmfAvFL-c7z8/edit#gid=865167652			
Review your progress with your leadership team once each trimester.			
Trimester Updates:	**Date of Review**	**Measurement Used**	**Comments**
Trimester 1:			
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

53G-7-1304	Allocated		$4,170,227.17					
School	**Enrollment**	**Allocation**	**Total**	**Salaries 100**	*1.0765 NonCont *1.3134 Cont Employee Benefits 200	**Purchased Professional & Tech Services (Substitutes) 300**	**Travel 580**	**Supplies and Materials 600**
Sunrise	139	$32,890	$0.00					
BRHS	1267	$336,104	$0.00					
BEHS	1699	$442,814	$442,814	$169,175.89	$63,273.29	$0.00	$26,398.92	$183,966
BRMS	821	$202,795	$0.00					
BEMS	1137	$280,850	$0.00					
Harris	838	$187,998	$0.00					
Young	1006	$222,663	$0.00					
Grouse Creek	11	$2,717	$0.00					
Park Valley	30	$7,410	$0.00					
Snowville	25	$6,175	$0.00					
Century	433	$116,304	$0.00					
Discovery	452	$119,433	$0.00					
Fielding	552	$165,901	$0.00					
Garland	653	$167,533	$0.00					
Golden Spike	970	$249,735	$0.00					
Lake View	574	$114,523	$0.00					
McKinley	591	$117,323	$0.00					
North Park	687	$133,132	$0.00					
Three Mile	481	$97,626	$0.00					
Willard	296	$123,744	$0.00					
Grant Information			$1,485,371.17	$884,995.64	$390,010.71	$0.00	$26,398.92	$183,965.90
BE Salary Allocation	25%	$1,042,557.17	$1,042,557.17	$715,819.75	$326,737.42			
Salary Stipends								
Total Allocated	12,662	$4,170,227.17	$0.00					
Total Subcategories			$2,970,742.34	$1,769,991.29	$780,021.41	$0.00	$52,797.84	$367,931.80

Data Review

Presented June 11, 2025

to the BESD School Board

Most recent Data Provided by USBE

Teen birth rates per 1,000

females 15-19

2018 Utah 13.1 / U.S. 17.4

2019 Utah 12.0 / U.S. 16.7

2020 Utah 10.5 / U.S. 15.4

2021 Utah 9.2 / U.S. 13.9

2022 Utah 8.2 / U.S. 13.6

More Local Statistics

6

Birth Rate for Utah Mothers Age 15-17 in 2022 is 3.0 per 1000 with consistent decreases from 18.2/1000 in 2008

1

Bear River Health District Birth Rate in 2022 6.3 per 1000 females age 15-19

5

These numbers include 18 and 19 year old females who may not be in the school district at the time of giving birth.

2

Brigham City Birth Rate 2020-2022 10.8 per 1000 females age 15-19

4

Box Elder County Outside Brigham and Tremonton Birth Rate 2020-2022 10.5 per 1000 females age 15-19

3

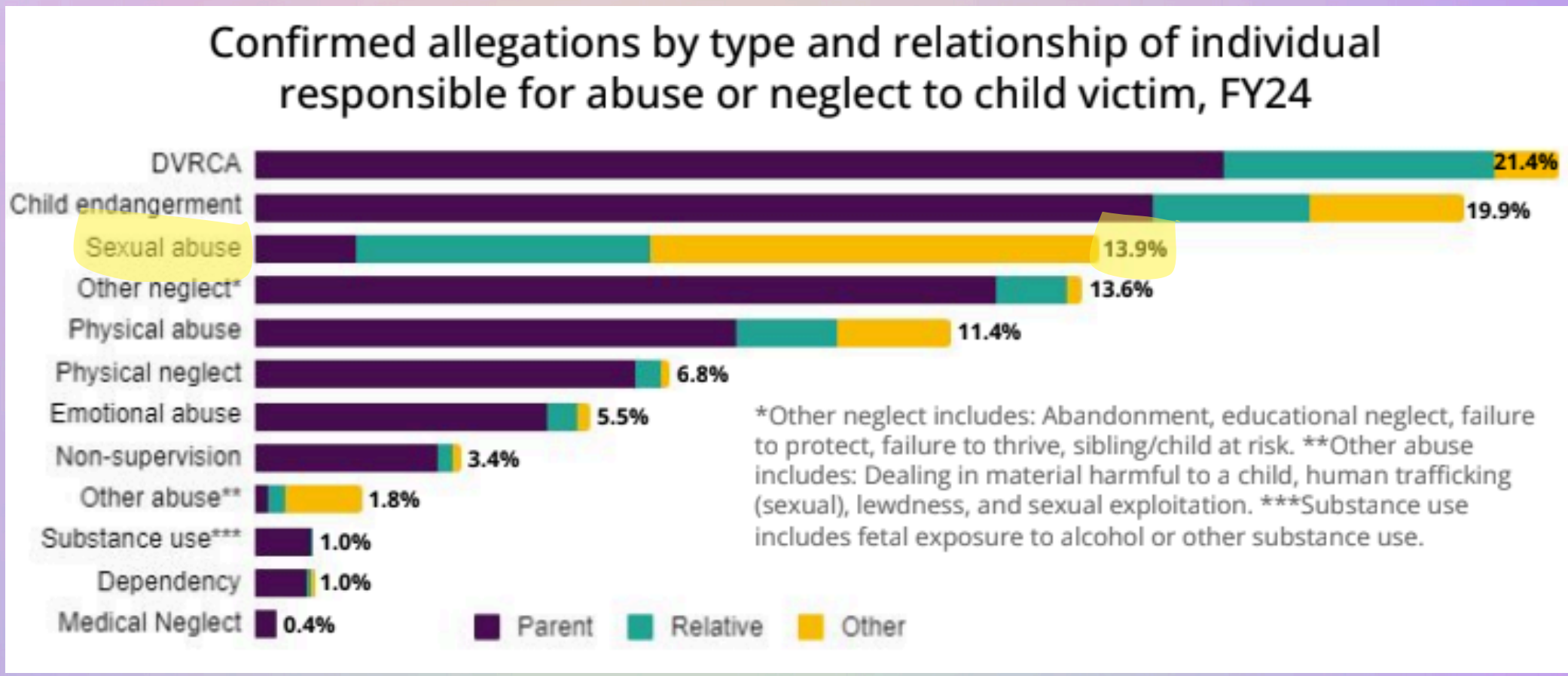
Tremonton Birth Rate 2020-2022 17.8 per 1000 females age 15-19

CASES OF STDS AND RATES PER 100,000 POPULATION, UTAH AND US, 2013-2022

Cases of sexually transmitted diseases and rates per 100,000 population, Utah and United States (U.S.), 2013-2022

	Chlamydia			Gonorrhea			Primary and secondary syphilis		
	Utah		U.S.	Utah		U.S.	Utah		U.S.
Year	Cases	Rate	Rate	Cases	Rate	Rate	Cases	Rate	Rate
2013	7501	258.8	443.5	951	32.8	105.3	79	2.7	5.5
2014	8218	279.7	452.2	1440	49.0	109.8	53	1.8	6.3
2015	8611	288.6	475.0	1560	52.3	123.0	66	2.2	7.4
2016	9460	310.8	494.7	2100	69.0	145.0	93	3.1	8.6
2017	10135	326.6	524.6	2541	81.9	170.6	117	3.8	9.4
2018	10558	334.6	537.5	2895	91.8	178.3	168	5.3	10.7
2019	11072	345.6	552.8	2878	89.8	188.4	138	4.3	11.9
2020	10491	322.8	481.3	3120	96.0	206.5	133	4.1	12.7
2021	11226	336.3	495.5	3627	108.7	214	207	6.2	53.2
2022	11107	328.7	*	3082	91.2	*	239	7	*

STD/STI	Chlamydia	Gonorrhea	Primary and secondary syphilis
15-19 yr old's Utah rate 2021 & 2022	↓ 883.5/100,000 845.9/100,000	↓ 129.4/100,000 105.9/100,000	↑ 5.9/100,000 6.9/100,000
Bear River Health District all ages 2021	213.8/100,000	31.0/100,000	6.5/100,000
Bear River Health District all ages 2022	↓ 200.8/100,000	↑ 34.6/100,000	↑ 8.4/100,000



Year	**Confirmed Victims of abuse or neglect (a victim may experience more than one kind)**	**percentage of instances as sexual abuse**
2020	7334	14.3%
2021	9062	12.3%
2022	9695	16%
2023	9278	16.1%
2024	8791	13.9%

Sex-Related Incidents

From Educator's Handbook 24/25

- 96 — L3 Sexual Harrassment
- 30 — L3 Indecent Exposure
- 18 — L2 Unauthorized Use of Electronic Devices (sexual content)
- 4 — L3 Possessing/Accessing Sexually Explicit Material
- 3 — L3 Bullying and Harassment about Gender

What are we doing to mitigate these numbers?

Health classes I and II
Botvin curriculum
SafeUT
Gaggle
Mental Health Screeners
Access to a nurse practitioner/school nurses
Access to counselors and LCSWs
Tier 2 small groups
Positive Messaging Campaign on FB and IG
Human Trafficking/sexual abuse training (adults and students-age appropriate)
Check and Connect Mentors
Strengthening Families Program 10-14
Community Resources (JJYS, Family Support Center, Boys and Girls Club, BRHD, Healthy Relationships Utah)

Thank you

Any Questions?

MONTHLY FINANCIAL REPORT
APRIL 30, 2025

	ENDING May 2025	2024-25	2024-25	Currt Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			83%	83%		
	Percent of 9 month contract completed			89%	89%		
1	GENERAL FUND (M&O) FUND (10)						
2							
3	REVENUE:						
4	Local						
5	Property	31,750,300	31,850,192	100.3%	86.2%	27,754,704	32,194,260
6	Tuitions	250,000	388,986	155.6%	37.0%	201,044	542,648
7	Investment Earnings	1,250,000	1,734,504	138.8%	74.4%	1,614,109	2,170,032
8	Indirect Costs	325,000		0.0%	0.0%		-2,610
9	Rental Fees/Building/Ft	90,000	98,842	109.8%	57.2%	103,976	181,846
10	Other	990,250	971,676	98.1%	80.5%	1,246,195	1,548,991
11	State	95,937,450	88,538,532	92.3%	87.1%	82,547,945	94,724,699
12	Federal	5,525,000	4,285,918	77.6%	51.9%	4,700,633	9,063,864
13	Misc./ Fund Bal	5,000	2,554	51.1%	0.0%		
14	TOTAL M & O						
15	REVENUE	136,123,000	127,871,204	93.9%	84.2%	118,168,604	140,423,730
16	Beg Balance	1,642,130		84.2%			1,642,130
17	Less:						
18	Ending Balance	1,722,500					
19	TOTAL M & O FUNDS						
20	available	136,042,630	127,871,204	94.0%	83.2%	118,168,604	142,065,860
21							
22	EXPENDITURES:						
23	Instruction (1000)						
24	Salaries	62,490,300	51,218,568	82.0%	74.6%	44,066,111	59,043,206
25	Benefits	21,205,970	18,286,255	86.2%	71.0%	15,278,686	21,515,194
26	Purchased Serv.	3,824,110	2,665,145	69.7%	74.2%	1,924,392	2,592,404
27	Supplies/Texbooks	5,385,400	288,326	5.4%	71.1%	2,333,856	3,280,254
28	Equipment	1,050,000	256,695	24.4%	80.8%	214,280	265,298
29	Other	850,000	476,214	56.0%	93.4%	794,956	851,426
30	Total	94,805,780	73,191,203	77.2%	73.8%	64,612,280	87,547,781
31							
32	Student Services (2100)						
33	Salaries	4,268,550	4,048,667	94.8%	74.7%	3,422,461	4,583,585
34	Benefits	1,526,620	1,510,289	98.9%	74.7%	1,306,350	1,749,225
35	Other	410,000	294,488	71.8%	75.8%	242,702	320,071
36	Total	6,205,170	5,853,444	94.3%	74.7%	4,971,513	6,652,881
37							
38	Instructional Staff (2200)						
39	Salaries	1,925,280	1,621,437	84.2%	73.3%	1,416,489	1,931,792
40	Benefits	710,680	616,406	86.7%	75.1%	552,217	735,090
41	Other	662,870	896,796	135.3%	485.3%	560,464	115,492
42	Total	3,298,830	3,134,639	95.0%	90.9%	2,529,170	2,782,374
43							

MONTHLY FINANCIAL REPORT
APRIL 30, 2025

	ENDING May 2025	2024-25	2024-25	Currt Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			83%	83%		
	Percent of 9 month contract completed			89%	89%		
44	District Administration (2300)						
45	Salaries	462,770	550,931	119.1%	84.0%	367,519	437,687
46	Benefits	215,820	203,425	94.3%	83.8%	148,980	177,767
47	Purch Services	270,000	157,985	58.5%	61.5%	182,035	296,128
48	Liability Insurance	218,920	229,120	104.7%	100.0%	182,427	182,427
49	Supplies	65,400	49,601	75.8%	76.9%	38,435	49,953
50	Other	45,500	29,808	65.5%	98.8%	31,519	31,913
51	Total	1,278,410	1,220,870	95.5%	80.9%	950,914	1,175,875
52							
53	School Administration (2400)						
54	Salaries	5,778,870	4,714,254	81.6%	81.5%	4,208,956	5,163,721
55	Benefits	2,187,420	1,791,324	81.9%	81.5%	1,623,530	1,992,425
56	Prof Serv/Travel	121,000	82,204	67.9%	61.3%	60,728	99,082
57	Other	16,500	14,545	88.2%	100.0%	14,169	14,169
58	Total	8,103,790	6,602,327	81.5%	81.3%	5,907,383	7,269,397
59							
60	Business & Support (2500)						
61	Salaries	795,050	628,369	79.0%	82.0%	586,247	714,792
62	Benefits	367,140	225,555	61.4%	81.6%	218,977	268,290
63	Purchased Services	210,060	271,021	129.0%	41.4%	74,684	180,412
64	Other	69,000	20,374	29.5%	14.9%	1,372	9,237
65	Total	1,441,250	1,145,319	79.5%	75.1%	881,279	1,172,731
66							
67	Operation & Maintenance (2600)						
68	Salaries	6,464,160	5,810,457	89.9%	82.4%	5,131,895	6,228,590
69	Benefits	2,310,960	2,107,847	91.2%	83.3%	1,914,252	2,297,186
70	Electricity	1,129,450	1,039,347	92.0%	77.1%	871,400	1,130,920
71	Purchased Service	802,000	663,913	82.8%	72.8%	488,273	670,249
72	Telephone	222,130	133,853	60.3%	81.7%	147,611	180,721
73	Natural Gas	895,300	498,112	55.6%	86.1%	702,843	816,578
74	Prop Insurance	345,000	206,810	59.9%	100.0%	313,870	313,870
75	Repair	650,250	223,755	34.4%	99.2%	578,340	582,800
76	Supplies	1,020,000	806,156	79.0%	82.2%	845,790	1,028,927
77	Other	1,000	361	36.1%	100.0%	350	350
78	ESSER III					2,195,943	
79	Total	13,840,250	11,490,611	83.0%	99.6%	13,190,567	13,250,192
80							

MONTHLY FINANCIAL REPORT
APRIL 30, 2025

	ENDING May 2025	2024-25	2024-25	Currt Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			83%	83%		
	Percent of 9 month contract completed			89%	89%		
81	Transportation (2700)						
82	Salaries	4,200,440	3,564,027	84.8%	76.2%	2,990,166	3,925,597
83	Benefits	1,258,260	1,155,239	91.8%	77.5%	963,621	1,243,996
84	Purch Serv	352,770	404,530	114.7%	60.8%	299,514	492,284
85	Fuel	913,020	773,598	84.7%	79.2%	673,102	849,960
86	Supplies	605,490	488,855	80.7%	80.0%	447,820	559,681
87	Other/Property	5,000	3,516	70.3%	3.2%	2,689	84,524
88	Total	7,334,980	6,389,765	87.1%	75.1%	5,376,911	7,156,042
89							
90	Community Services (3300)						
91	Salary	721,480	675,536	93.6%	75.5%	589,647	781,246
92	Benefits	211,680	198,708	93.9%	78.2%	163,272	208,674
93	Purchased Serv	16,450	10,386	63.1%	50.1%	11,744	23,437
94	Supplies/Util	114,050	73,903	64.8%	74.4%	68,416	91,958
95	Property	13,200	6,611	50.1%	99.3%	11,754	11,841
96	Other Objects	9,800	5,278	53.9%	69.9%	6,732	9,630
97	Desig. Fund Bal						
98	Total	1,086,660	970,422	89.3%	75.6%	851,565	1,126,786
99	Total Expenditures	137,395,120	109,998,600	80.1%	77.5%	99,271,584	128,134,059
100	Interfund Trans					2,127	2,127
101	Change Desig Fund Bal						
102	Other/Budget Cuts						
103	TOTAL EXPENDITURERS						
104	M & O	137,395,120	109,998,600	80.06%	77.5%	99,273,711	128,136,186
105							

MONTHLY FINANCIAL REPORT
APRIL 30, 2025

	ENDING May 2025	2024-25	2024-25	Currt Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			83%	83%		
	Percent of 9 month contract completed			89%	89%		
106	School Activity Fund (21)						
107							
108	REVENUE:						
109	School Deposits	4,600,000	4,849,352	105.4%	64.1%	3,211,883	5,012,442
110							
111	Other						
112	Total Revenue	4,600,000	4,849,352	105.4%	64.1%	3,211,883	5,012,442
113	EXPENDITURES:						
114	Purchased Services	750,000	386,381	51.5%	73.0%	488,180	668,906
115	Supplies	3,580,000	3,492,846	97.6%	67.8%	2,919,537	4,302,974
116	Equipment/Property	250,000	12,370	4.9%	75.8%	450	594
117	Desig/Other/Adm	20,000	158,430	792.1%	79.9%	160,000	200,133
118	Total Expenditures						
119	School Activity	4,600,000	4,050,027	88.0%	69.0%	3,568,167	5,172,607
120	DEBT SERVICE FUND (31)						
121							
122	REVENUE:						
123	Property Tax	3,222,550	3,442,000	106.8%	85.4%	3,275,043	3,835,694
124	Interest	102,220	509,718	498.6%	66.8%	286,249	428,549
125	Other						
126	Total	3,324,770	3,951,718	118.9%	83.5%	3,561,292	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	3,253,250	92.4%	100.0%	3,250,398	3,250,398
133	Fees	3,500	3,000	85.7%	100.0%	3,000	3,000
134	Other Uses						0
135	Total	3,524,750	3,256,250	92.4%	100.0%	3,253,398	3,253,398

MONTHLY FINANCIAL REPORT
APRIL 30, 2025

	ENDING May 2025	2024-25	2024-25	Currt Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			83%	83%		
	Percent of 9 month contract completed			89%	89%		
136	CAPITAL OUTLAY FUND (32)						
137							
138	REVENUE:						
139	Property Tax	9,140,440	9,959,998	109.0%	85.4%	11,120,592	13,024,313
140	Interest	750,000	761,361	101.5%	65.7%	732,514	1,114,094
141	Other	52,000	67,340	129.5%	45.5%	45,277	99,423
142	State	45,000	406,702	903.8%	2.7%	42,127	1,553,498
143	Federal /MBA		20,112	0.0%	0.0%	15,084	16,684
144	Ins./Prop.Recry	20,000	22,172	110.9%	97.9%	921,176	941,006
145	Total Revenue	10,007,440	11,237,685	112.3%	76.9%	12,876,770	16,749,018
146	Lease Revenue MBA						
147	Other Sources(F50)	345,580	22,711				2,610
148	Desig. Fund Bal						
149	TOTAL REVENUE CAPITAL						
150	OUTLAY	10,353,020	11,260,396	108.8%	76.9%	12,876,770	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	11,260,396	92.6%	66.4%	12,876,770	19,390,339

MONTHLY FINANCIAL REPORT
APRIL 30, 2025

	ENDING May 2025	2024-25	2024-25	Currt Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			83%	83%		
	Percent of 9 month contract completed			89%	89%		
156	EXPENDITURES:						
157	Oper/Maint			0.0%	0.0%	3,168	3,078
158	Other Equipment			0.0%	0.0%		121,593
159	Purchased Services	5,000	384,332	7686.6%	0.0%	2,500	2,500
160	Technology/Software	2,500,000	807,305	32.3%	72.5%	1,015,814	1,479,525
161	Improvement			0.0%			
162	Buildings Maint	2,500,000	2,102,974	84.1%	120.0%	1,072,230	1,239,136
163	Vehicles/Buses	510,000	243,496	47.7%	0.0%	240,261	1,624,060
164	Furniture/Equip	1,600,500	1,673,505	104.6%	0.0%	1,486,354	3,339,265
165	Other Objects/Supplies	190,000		0.0%	0.0%		340
166	Vehicle charges	310,000	5,687	1.8%			
167	Total Capital	7,615,500	5,217,298	68.5%	48.9%	3,820,328	7,809,497
168	Other/Portables	350,000	1,661,142	474.6%	0.0%	296,532	296,532
169	Grouse Creek	125,000	1,368	1.1%	100.0%	68,080	68,080
170	Golden Spike	200,000	0	0.0%	90.8%	514,263	566,168
171	School Small Capital	250,000	280,515	112.2%			
172	HS Athletic Facilities	125,000	-171,642	-137.3%	0.0%	1,067,292	1,067,292
173	Property/Other	1,500,000		0.0%	0.0%	27,911	27,911
174	Total Construction	2,550,000	1,771,383	69.5%	97.4%	1,974,077	2,025,982
175	Desig. F Bal					0	
176	MBA/Bond Fee/Fund 50	1,990,500	1,895,644	95.2%	0.0%	1,906,771	1,906,771
177	Other					426	789
178	TOTAL EXPENDITURES	*					
179	CAPITAL OUTLAY	12,156,000	8,884,325	73.1%	65.6%	7,701,601	11,743,039
180							

MONTHLY FINANCIAL REPORT
APRIL 30, 2025

	ENDING May 2025	2024-25	2024-25	Currt Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			83%	83%		
	Percent of 9 month contract completed			89%	89%		
181	SCHOOL FOOD SERVICE FUND (49)						
182							
183	REVENUE:						
184	Lunch Sales	1,200,000	1,366,728	113.9%	75.7%	1,151,974	1,521,093
185	State	1,200,500	649,876	54.1%	70.0%	991,362	1,417,063
186	Federal	2,575,000	2,160,050	83.9%	79.4%	2,090,070	2,632,718
187	Other/Inventory Adj			0.0%	0.0%	0	-55,095
188	TOTAL REVENUE SCHOOL						
189	FOODS	4,975,500	4,176,654	83.9%	76.8%	4,233,406	5,515,780
190	Beg. Balance	5,133,182	5,133,182				5,371,320
191	Less:						
192	Ending Balance	4,133,182					5,133,182
193	School Food Service Funds						
194	available	4,133,182	9,309,836	225.2%	73.6%	4,233,406	5,753,917
195	EXPENDITURES:						
196	Salaries	1,950,000	1,749,091	89.7%	76.8%	1,549,918	2,018,213
197	Benefits	550,000	439,333	79.9%	77.7%	433,441	557,845
198	Food/Supplies	2,910,000	2,608,189	89.6%	82.2%	2,146,229	2,610,555
199	Equipment	129,000	175,878	136.3%	68.4%	67,330	98,507
200	Other Costs	111,500	29,656	26.6%	72.8%	71,753	98,564
201	Dir/Indirect Costs	325,000	0	0.0%	0.0%	-85,512	-85,512
202	TOTAL EXPENDITURES SCHOOL						
203	FOODS	5,975,500	5,002,147	83.7%	79.0%	4,183,159	5,298,173
204							

MONTHLY FINANCIAL REPORT
APRIL 30, 2025

	ENDING May 2025	2024-25	2024-25	Currt Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			83%	83%		
	Percent of 9 month contract completed			89%	89%		
205	Foundation Fund (75)						
206							
207	REVENUE:						
208	Total Revenue	350,000	471,443	134.7%	86.3%	480,845	557,267
209	Available Revenue	350,000	471,443	134.7%	86.3%	480,845	557,267
210	EXPENDITURE:						
211	Expenses	350,000	410,281	117.2%	81.6%	258,538	316,704
212	Changes/Desg Fund Bal						0
213	TOTAL EXPENDITURE	350,000	410,281	117.2%	81.6%	258,538	316,704
214							
215	Agency Fund (76)						
216							
217	REVENUE:						
218	Agent Services	32,500	68,943	212.1%	94.6%	22,000	23,250
219	State	6,000		0.0%	0.0%	4,241	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	68,943	179.1%	94.5%	26,241	27,767
224	EXPENDITURE:						
225	Instruction	1,000	1,269	126.9%	100.0%	105	105
226	NUCC	35,000	22,738	65.0%	98.2%	33,371	33,971
227	Other	2,500	2,288	91.5%	72.1%	2,498	3,465
228	Changes/Desg Fund Bal			0.0%	0.0%		
229	TOTAL EXPENDITURES						
230	AGENCY FUND	38,500	26,295	68.3%	95.8%	35,974	37,541
231							
232							
233			SUMMARY			SUMMARY	
234							
235	GRAND TOTAL FUNDS AVAILABLE						
236	ALL FUNDS	162,136,540	152,649,710	94.1%		142,559,041	
237	GRAND TOTAL EXPENDITURE					92%	
238	ALL FUNDS	164,039,870	131,627,926	80.2%		118,274,548	

Policy 4015
Reviewed
May 8, 2019
First Reading
June 11, 2025

POLICY 4015

Adoption of Textbooks/Digital Curriculum and Instructional Materials

A. Box Elder School District will adopt textbooks/digital curriculum and instructional materials that are in alignment with content, philosophy and instructional strategies of the Utah State Core Curriculum. These materials may be used by students as principal sources of study and provide comprehensive coverage of course content.

B. Students will have access to textbooks/digital curriculum and support materials through District wide participation in efficient textbook/digital curriculum adoption procedures for all content areas. Adoption procedures shall include:

   1. The establishment of a District textbook/digital curriculum adoption schedule, which shall be reviewed annually by the Curriculum Department in consideration of funding availability, publication dates of new materials, new courses, and identified instructional needs.

   2. Convening of a Textbook/Digital Curriculum Adoption Committee which shall be made up of representative groups of teachers from schools and grade levels that will be responsible for implementation of the adoption.

   3. Review of textbooks/digital curriculum and instructional materials recommended by the Utah State Office of Education and identification of materials most appropriate for use in Box Elder School District.

C. The Curriculum Department will establish a plan to include:

   1. The adoption of textbooks/digital curriculum and support materials

   2. Implementation and staff development

   3. The purchase of annual consumable textbooks

   4. Annual textbook replacement, maintenance and adjustments for class enrollment increases

D. Schools requesting a variance to the District textbook adoption must submit and present such requests to the Box Elder School District Board of Education for approval.

E. The Board shall adopt recommended textbooks/digital curriculum instructional materials

in an open and regular meeting.

POLICY 4100

Homework

A. The assigning of homework is encouraged at both the elementary and secondary levels. Homework should be coordinated among teachers, and related to the academic goals of each course. Homework should not be given simply to provide additional drill time. Instead, it should require thought, intellectual effort, and the competent demonstration of learned skills.

B. The Objectives of homework are to:

1. Supplement and support classroom experiences.

2. Reinforce learning through practice, integration and application.

3. Develop initiative, responsibility, and self-direction through independent effort.

4. Foster parents' awareness of their child's learning activities.

C. Guidelines for Teachers

1. Homework should be directly correlated with classroom instruction on standards and objectives from the Utah State Core Curriculum. It should be appropriate in terms of both quantity and quality.

2. Students should clearly understand the specific objectives, related purposes, processes, and due date of each homework assignment. To help students schedule their homework, they should be notified of the assignment as far in advance as possible. Term papers and long-range projects must be assigned far enough in advance to allow students time for completion.

3. Homework should be reviewed promptly so students can receive specific and regular feedback on assignments completed.

4. Homework assignments should be made based upon the individual needs of students.

5. Principals are responsible to work with the teaching staff to establish school level homework policies and coordinate among teachers to insure that homework is appropriate in terms of quantity and content.

New Policy 1025
Reviewed
July 15, 2020
First Reading
June 11, 2025

POLICY 1025

Administration Relations

A. District Governance

1. The Board has the power to manage and govern the public schools of the District.

   Utah Code § 53G-4-402 (2024)
   Elwell v. Board of Education of Park City, 626 P.2d 460 (Utah 1981)

B. Consultation

1. The Board and its administrative personnel may consult with teachers with respect to matters of educational policy and conditions of employment. The Board may adopt and make reasonable rules, regulations, and agreements to provide for such consultation, but these shall not limit or affect the power of the Board to manage and govern the schools of the District, nor shall such rules, regulations or agreements favor one educational association over another or give preferential treatment to an educational association.

   Utah Code § 53G-11-205(4) (2018)

C. Exclusivity and Coercion

1. If the Board chooses to engage in consultation, the process shall be structured so that there is no direct or indirect coercion of employees to join or refrain from joining a labor union, labor organization or other type or association, and such consultation shall be structured so that the Board does not favor one educational association over another or give preferential treatment to an educational association.

   Utah Code § 34-34-4 (1969)
   Utah Code § 34-34-7 (1969)
   Utah Code § 34-34-8 (1969)
   Utah Code § 53G-11-205(4) (2018)

D. Association Negotiations

1. Public employees may negotiate in groups or through employee associations with the District. This is not to be construed as granting to district employees the right to strike, which action is specifically prohibited.

Utah Code § 34-34-2 (1969)
Utah Code § 34-34-16 (1969)

2. The term “labor organization” means any organization of any kind, or any agency or employee, representation committee, or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with one or more employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

E. Publication of Negotiated Agreement

1. If the Board engages in negotiations with labor organizations and a negotiated or collective bargaining agreement is reached, the Board shall, within ten (10) days of ratification, post the agreement or memorandum on the District’s website.

Utah Code § 53G-11-207 (2018)

F. Distribution of Organization Materials

1. The District shall not allow unstamped, or stamped but not cancelled, employee organization mail to be delivered by interschool mail. Unless off-duty and acting as an agent of an employee organization, a District employee shall not distribute unstamped, or stamped but not cancelled, mail from employee organizations to other District employees.

G. Equal Access for Employee Associations

1. The schools in the District shall allow all employee associations equal access to distribution of information in or access to employee physical or electronic mailboxes (including school-provided email accounts), and to membership solicitation activities at new teacher or new employee training meetings or functions. (This policy does not require the school to afford association access to these activities, but requires that if access is granted to one employee association, equal access must be provided to other employee associations.)

Utah Code § 53G-11-205(2), (3) (2018)

H. No Endorsement of or Preference for Any Employee Association

1. The District does not endorse any one employee association, and District policies, structures, and procedures shall not be applied to favor one employee association over another or to otherwise give preferential treatment to one employee association. District calendars and publications shall not include or refer to the

name of any employee association in relation to any day or break in the school calendar.

Utah Code § 53G-11-205(4), (5) (2018)

POLICY 1080

Board Committees

A. School Board members are elected to represent the public in management of the public schools. Decisions are the right and responsibility of the Board of Education. All committees formed and charged by the Board are advisory in nature; the Board maintains the right and responsibility to do with committee recommendations as deemed appropriate by the Board on majority vote.

B. Special committees of Board members may be created by the Board for special assignments. When so created, each committee shall be appointed by the president and shall terminate upon completion of the assignment or by majority vote of the Board prior to completion of the assignment.

C. The Board of Education may utilize citizen committees, as appropriate, to assist in: planning; developing education policies and programs; seeking solutions to specific problems confronting the schools; and providing interchange of ideas and points of view between school officials and members of the community.

   1. Each committee shall be established by majority vote of the Board and shall be given an assignment or charge including specification of the scope of the assignment, length of time to complete the assignment, date by which the committee is to report its findings to the Board, and other specifics as deemed appropriate by the Board.

   2. Committees shall terminate upon completion of the assignments or charges given, the lapse of time specified by the Board, or by majority vote of the Board.

   3. Members of committees shall be recommended by the Superintendent and appointed by a majority vote of the membership of the Board meeting in official session.

D. Reports, findings, and conclusions of each committee operating under a charge from the Board shall be submitted in writing to the Board at least seven (7) days prior to any consideration of the same in a meeting of the Board where the committee's work will be an issue for discussion or action.

   1. All reports, findings, and conclusions developed by committees shall be the property of the Board and any dissemination of the same shall be at the sole discretion of the Board within the parameters of the Government Records Access Management Act. (See Policy 6000 Public Records Access and Management)

2. Committees are expressly prohibited from releasing their reports, findings, or conclusions to any individual or group other than the Board or the Superintendent.

Policy 1090
Reviewed
July 15, 2020
First Reading
June 11, 2025

POLICY 1090

Rules of Order

A. The Board shall be guided by Robert's Rules of Order, Revised, except where policy specifies otherwise.

B. The Board President may discuss and have a vote on all matters before the Board.

POLICY 1120

Policy Development/Adoption/Dissemination

A. Recognizing that formal guidelines are necessary to ensure that the school system responds to its stated mission and operates in an effective, efficient and consistent manner, a set of written policy statements shall be formulated and maintained. Policies shall be in the form of broad principles that define the desire and intent of the Board.

B. The basic responsibility for initiating, reviewing, and recommending new policies or policy modifications shall rest with the Superintendent. However, new policies or changes in existing policies may be proposed by a Board member, group or organization, staff member, student, or resident of the school district.

C. Adoption and/or deletion of policy shall require presentation and discussion of the proposed policy in a minimum of two (2) regular Board meetings. Temporary approval may be granted for the proposed policy to meet emergency conditions or special events which occur before final action can be taken.

D. Execution of adopted policies is delegated to the Superintendent, who shall implement the policies through the development of administrative rules and procedures.

E. The Superintendent is directed to establish and maintain an orderly plan for preserving and making accessible policies adopted by the Board.

F. Accessibility is to extend at least to all employees of the school system, patrons, and to members of the Board via electronic means.

G. In cases where action must be taken within the school system and where the Board has provided no policy for administrative action, the Superintendent shall have the power to act.

H. Decisions not covered by policy, however, may be subject to review by the Board at its regular meeting. It shall be the duty of the Superintendent to inform the Board promptly of such action and of the need for policy.

POLICY 2060

Deducted Absences

A. An employee, injured on the job, who qualifies for Workers Compensation may choose one of the following options:

1. The employee may use accumulated sick leave and receive full salary from the district. In this case, the employee shall reimburse to the district all compensation received from Workers Compensation.

2. The employee may be placed on unpaid district leave and retain all compensation from Workers Compensation.

B. Jury Duty and Other Governmental Agencies

1. If an employee serves duty on any municipal, state, or federal assignment and must be absent from his/her employment with the school district, he or she may not draw his/her full school salary and also the amount compensated by the governmental agency for such service. The amount of salary received from the governmental agency will be deducted from the employee's salary, or the check received by the employee is to be endorsed and turned over to the school district. The employee may retain expense reimbursement from the governmental agency for such items as meals, lodging, and travel.

C. Military Leave

1. Educators employed by the Board of Education who leave for service in the Armed Forces shall be granted a military leave of absence as per federal laws governing such absences. Such absences will be granted without pay.

D. Other Governmental/Community Service

1. Employees who serve in other government capacities (such as but not limited to city council, county commission, state legislature, volunteer fire departments, or volunteer ambulance services) shall not be paid by the school district for time spent in such service. Employees eligible for personal leave or vacation time may use such leave for governmental/community service.

(Note) Additional policies on absences and leave are found in Personnel Policies. Policy 3310 Administrative: Personnel Benefits, Policy 3126 Certificated: Sickness, Absences and Leaves, and Policy 3208 ESP: Fringe Benefits and Leave of Absence.

Policy 2180
Amended
January 8, 2020
First Reading
June 11, 2025

POLICY 2180

School Facility Emergency and Safety

A. Safe buildings, grounds, and equipment shall be maintained in order to prevent accidents or injury to health of students, employees, and other citizens from fire, natural disasters, mechanical and electrical malfunction, and avoidable hazards.

B. Buildings shall be planned, equipped, and maintained in accordance with appropriate local, state, and federal construction safety regulations.

Utah Admin. Rules R392-200
Utah Admin. Rules R277-471

C. Buildings shall maintain systems to detect fire, carbon monoxide, and to prevent, mitigate, suppress, monitor and notify occupants of building risks to assure a safe environment as required by law.

Utah Admin. Rules R392-200
Utah Admin. Rules R277-471

D. All school lunchrooms, dining areas, and food preparation areas shall be maintained in accordance with Utah Department of Health requirements and local health department regulations. Any food provided by the school shall be obtained, transported, and served from approved sources according to Utah Department of Health regulations.

Utah Admin. Rules R392-200

E. Proper supervision of students and other citizens using the building shall be required at all times.

F. All school buildings and appurtenances to buildings shall be maintained in a sanitary manner, and all full-time building custodians and janitors shall be trained to perform their duties. All chemicals used for cleaning shall be stored in a secured/locked location and when being used shall be closely monitored by custodians to assure that students do not have access to, or exposure to, harmful or noxious chemicals.

Utah Admin. Rules R392-200

G. The District shall establish general criteria for both emergency preparedness and emergency response plans required of schools in the event of an emergency, including

prevention, intervention, and response measures to prepare staff and students to respond promptly and appropriately to school emergencies.

In the event of a major disaster situation, which requires a Declaration of Disaster, the Superintendent or designee may issue a supplemental disaster declaration. All employees shall be responsible during the declared period to help provide for the safety and well-being of students until they are accounted for and released from school; employees are similarly accounted for; and key and essential assigned tasks are accomplished. Employees so designated shall serve in this capacity until released by the Superintendent or designee.

Employees are strongly encouraged to take all steps necessary to provide for the well-being of their family in advance of any major disaster. This will hopefully moderate fears and concerns sufficient to permit rapid and effective completion of assigned tasks to insure the well-being of students and staff.

Utah Admin. Rules R277-400-3

H. Fire and earthquake drills will be conducted in accordance with State guidelines and Utah Admin. Rules 277-400-6.

I. The District is required to minimize in school buildings and on school grounds the presence of pests that may carry disease, may carry allergens likely to affect individuals with allergies or respiratory problems, or may sting or bite causing mild to serious reactions. The District shall establish integrated pest management practices and principles to prevent unacceptable levels of pest activities in school buildings and school grounds with the least possible hazard to people, property, and the environment. The District shall establish a written integrated pest management plan meeting the requirements of Utah Department of Health regulations. (This may be provided by a pest management contractor.)

Utah Admin. Rules R392-200
Utah Pests School IPM, Utah State University Extension

POLICY 3022

Employment: Box Elder School District – Local Education Agency Specific Teacher License/Endorsement

A. Purpose

1. The purpose of this policy is to identify Box Elder School District (BESD) – Local Education Agency (LEA) specific licensing/endorsement requirements pursuant to the conditions outlined in Utah Admin. Rules R277-301.

B. Policy

1. The following procedures are established to identify qualification requirements and guidelines for the issuance of BESD-LEA specific licensing and endorsements.

C. Procedure

1. Educator License/Endorsement Requirements

   a. BESD-LEA License Eligibility Criteria

      2) All applicants must:

         a) Complete a bachelor's or higher degree in a related field of study; or have exceptional or specialized occupational experience, training, or expertise directly related to the area of assignment; and,

         b) Complete a criminal background check including review of any criminal offenses and clearance in accordance with R277-214; and,

         c) Complete the educator ethics review described in R277-301 within one calendar year prior to the application; and,

         d) Complete the following Professional Learning Modules (linked to the USBE website – available after March 1, 2020):

            i. Educator Ethics;

            ii. Classroom Management and Instruction;

iii. Basic Special Education Law and Instruction; and

iv. Utah Effective Educator Standards described in R277-330.

b. BESD-LEA Endorsement Eligibility Criteria

1) This authorization is issued for a temporary period upon request from a District Administrator for a licensed teacher (LEA, Associate, or Professional) who is not endorsed in the area of assignment.

2. Approval

a. The application must receive approval from the BESD Board of Education in a public meeting no more than 60 days prior to the LEA application to USBE and include:

1) Rationale for the appointment of a BESD-LEA specific license or endorsement;

2) Verification that there is an inadequate supply of highly qualified and suitable licensed applicants in the license and endorsement area as demonstrated by posting the position for a reasonable period of not less than one week. (Not required for less than half-time [<.5 FTE] applicants);

3) Where applicable include an Associate Licensing Plan.

b. Applicants placed on BESD-LEA specific licenses serve under temporary (at-will) employment agreements subject to termination at any time at the sole discretion of the Box Elder School District.

c. A BESD-LEA specific license, license area, or endorsement is valid for one, two, or three years in accordance with the LEA application to the USBE. After three years, renewal of the license is subject to the approval or denial of the State Board of Education.

d. A BESD-LEA specific license expires immediately if the educator's employment with the District ends and the educator is not rehired as an educator in the next contract year.

e. The District is not authorized to provide an LEA specific educator license in the area of:

1) Special Education; or

2) Preschool Special Education.

3. BESD-LEA Specific Educator Training, Mentoring, and Support

   a. Within the first year of employment, the educator must complete the training modules listed under BESD-LEA License Eligibility Criteria:

   b. The educator must participate in the District's Mentoring Program.

      1) The District shall provide at least a three-year mentoring program by a trained mentor educator who:

         a) holds a professional educator license and where possible;

         b) performs substantially the same duties as the educator and has available time to work as a mentor; or

         c) is assigned as an instructional coach or equivalent position.

         d) the assigned mentor shall assist the educator to meet the Utah Effective Educator Standards established in R277-530, but may not serve as an evaluator of the educator.

   c. The Mentoring Program shall include:

      1) A formal Professional Learning Plan for the educator, which consists of:

         a) Mentor Observation and Feedback,

         b) ongoing communication and goal-setting,

         c) compilation/organization of evidence of Educator Effectiveness, and

         d) professional development course work.

4. The Applicant and the District will jointly develop an Associate Licensing Plan to:

   a. Encourage transition from a BESD-LEA license to a Professional License.

   b. Identify applicable educational, skill, and/or content knowledge requirements for enrollment in a qualified educator preparation program.

c. Identify paths and opportunities to prepare for successful passage of a pedagogical performance assessment (PPAT).

d. Develop significant competency and knowledge sufficient to justify an extension request from the Utah State Board of Education for a continued BESD-LEA License if transition to an Associate License is not reasonable or applicable.

5. The District shall post LEA-specific Educator licenses, license areas, or endorsements on each school's website. The post shall include:

   a. A fact that the school employs LEA-specific educator licenses, license areas, or endorsements;

   b. The percentage of the types of licenses, license areas, and endorsements held by educators employed in the school based on the employee's FTE in CACTUS (Comprehensive Administration of Credentials for Teachers in Utah Schools); and

   c. A link to the Utah educator Look-up tool. See https://cactus.schools.utah.gov/PersonSearch

6. An "eminence" designation granted by the State Superintendent for an individual with a District-specific license, license area or endorsement can satisfy the licensing requirement for employees whose instructional load is no more than 37% of a teacher's regular instructional load.

   Utah Admin. Rules R277-301-8 (July 8, 2024)

7. The employee shall have all endorsements required by the State Board of Education for the Employee's position.

   Utah Admin. Rules R277-309-3 (August 22, 2022)
   Utah Admin. Rules R277-309-4 (August 22, 2022)
   Utah Admin. Rules R277-311-3 (January 8, 2021)
   Utah Admin. Rules R277-311-4 (January 8, 2021)

POLICY 4180

Copyright

A. Box Elder School District and its employees will adhere to the National Copyright Law (Title 17, United States Code) in all areas, e.g., print, software, internet, audiovisual materials, music, etc. All district employees must adhere to the provisions of the law, rules and regulations concerning the use of copyrighted materials. Legal or insurance protection of the district shall not be extended to employees with respect to violation of copyright laws.

B. Copies not specifically allowed by law, by “fair use” criteria, by license agreement, or by the permission of the copyright holder are prohibited. Information on copyright infringement and “fair use” guidelines for copyrighted materials shall be available through the Curriculum Office. Liability for willful infringement is placed upon the person or persons not adhering to the law.

Policy 5012
Adopted
November 13, 2019
First Reading
June 11, 2025

POLICY 5012

Re-Entry Into Public Schools

A. Students Returning from Private or Home Schools

1. Students who have not been enrolled in public school but have been enrolled in private school or home school shall be admitted to the District's public school upon application to the District by the parents, subject to all eligibility requirements imposed by District policy and state and federal law and regulation.

B. Placement

1. Students requesting re-admission from private schools or home schools shall be placed as follows:

2. Students returning from accredited private schools shall be placed according to the grade level and credits shown on the records from the prior school. Students returning from a non-accredited private school which is not a home school shall be evaluated using assessment tools regularly administered to students and placed according to the results of that assessment.

3. Students returning from a home school shall be placed in the grade level, classes, or courses that the student's parent, in consultation with the school administrator, determine are appropriate based on the parent’s assessment of the student's academic performance.

4. Within 30 days of placement, either the student's teacher or the student's parent may request a conference to consider changing the student's placement. If after conferring the teacher and the parent agrees on a placement change, the change will be made. If disagreement remains about a placement change, then the student's subject matter mastery shall be evaluated. The parent may choose either

    a. to have the school evaluate the student using assessments that are regularly administered to public school students and used to measure subject matter mastery and determine placement, or

    b. to have a private entity or individual evaluate the student with subject matter assessments at the parent's expense.

5. After a student's subject matter mastery has been evaluated, the school may change the student's placement in a grade level, class, or course.

Utah Code § 53G-6-706 (2019)

C. Graduation Requirements

1. Students entering the 9th, 10th, 11th, or 12th grade levels after participation in home or private school will be required to fulfill all graduation requirements in order to receive a diploma. The District will not accept home education as credit toward graduation. The District will accept credit toward graduation from an accredited regularly established private school.

2. Students may fulfill graduation credits by successfully completing courses required for credit (including approved on-line or correspondence course work), by transfer of credits from accredited schools or providers, or by demonstrating proficiency via assessment tests or evaluation of student work or projects. Student work completed as part of home education may be evaluated for credit purposes, subject to documentation of compliance with Utah Code § 53G-6-204.

   Utah Admin. Rules R277-705-3 (January 7, 2024)

POLICY 5069

Student Self-Treatment for Diabetes

A. Student Self-Administration of Diabetes medication

1. Under Policy 5065 Administration of Medication, elementary and middle school students are prohibited from carrying or self-administering medication on school premises except in certain limited circumstances. However, elementary and middle school students may carry and self-administer prescription or non-prescription diabetes medications provided that the school has been provided a parent authorization statement and a health care provider statement.

2. The written parent statement must state that the parent authorizes the student to have and self-administer the diabetes medication and must acknowledge that the student is responsible for, and capable of, possessing and self-administering the diabetes medication.

3. The health care provider statement must specifically identify the prescription or nonprescription diabetes medication authorized for the student's use and must state that:

   a. It is medically appropriate for the student to possess or possess and self-administer the diabetes medication and that the student should be in possession of diabetes medication at all times.

   b. If the medication is to be stored other than on the student's person, the student or parent shall inform the school nurse or administration where the medication will be kept to enable access for emergency use.

4. The student shall only use prescription diabetes medication as directed by a health care provider's written orders, and shall use non-prescription diabetes medication in accordance with the manufacturer's instructions.

   Utah Code § 53G-9-506 (2019)

B. Medication Sharing Prohibited

1. No student is permitted to sell, share, or otherwise give to others any medication, prescription or non-prescription. Violations of this policy are subject to disciplinary action under the school's drug policies.

Policy 6005

Educational Authority of Separated Parents

A. Divorce decree governs

1. Where a student's parents are divorced or legally separated, parental authority with regard to educational decisions for the student shall be governed by the most recent court order on the matter (divorce decree, custody order, or similar document signed and entered by the court). A motion or petition by a party is not binding, only an order entered by the court (signed by a judge or other judicial officer having authority). If a parent believes that the terms of the order no longer apply (because of changed circumstances or because of failure by the other parent or another person to comply with the order), it is the parent's obligation to obtain an updated order from the court. Unless doing so is specifically prohibited by the order, the school may recognize parental decision-making authority other than as set out in the order if both parents (or all persons who have authority over the child under the order) consent.

2. Both custodial and non-custodial parents shall be allowed access to their child's education records. However, a school principal or designee shall not allow a non-custodial parent access to the child's education records if:

   a. A court has issued an order that limits the non-custodial parent's access to the child's education records; and

   b. The school has received a copy of the court order or otherwise has actual knowledge of the order.

   Utah Code § 53G-7-204 (2018)

B. Authority where order does not specify

1. If no court order specifies parental authority over educational decisions, or provides otherwise than set out below, the District will recognize parental authority over educational decisions of divorced or legally separated parents as follows:

   a. Sole physical custody: A parent who has sole physical custody of a child shall have authority:

      1) To determine the child's home residence for school attendance purposes or the school where the child will attend;

2) To make educational decisions for the child if the parents disagree; and

3) To determine who is allowed to have access to the child during school hours and to check the child out of school.

b. Joint physical custody with unequal time: Where parents have joint physical custody, the following apply:

1) The parent who has physical custody the majority of the time shall have authority to determine the child's home residence for school attendance purposes or the school where the child will attend;

2) The parent who has physical custody the majority of the time shall have authority to make educational decisions for the child if the parents disagree; and

3) Both parents shall have access to the child during school hours and authority to check the child out of school.

c. Joint physical custody with equal time: Where parents have joint physical custody for equal time, the following apply:

1) Both parents have equal authority to determine the child's home residence for school attendance purposes or the school where the child will attend (and any disagreements must be resolved by the parents, either by agreement or by seeking court intervention);

2) Both parents shall have authority to make educational decisions (and any disagreements must be resolved by the parents, either by agreement or by seeking court intervention); and

3) Both parents shall have access to the child during school hours and authority to check the child out of school.

Utah Code § 81-9-203(11)(e) (2024)

Policy 6012

Parent Classroom Observation

A. Parental Right to Observe a Classroom

1. Utah Code § 53G-6-801, et seq. provides that a school shall reasonably accommodate a request by a parent to visit and observe any class their child attends. In addition, 20 U.S.C. § 6318 states that schools are required to provide parents with reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. Accordingly, schools shall make a good faith effort to reasonably accommodate such a request after taking into consideration the impact it has on the following:

    a. School staff and resources

    b. Employee working conditions

    c. Safety and supervision on school premises and for school activities

    d. Efficient allocation of expenditures

    e. Educational needs of students

    f. Academic and behavioral impacts to the classroom

    g. Teacher's workload

    h. Assurance of the safe and efficient operation of the school.

B. Who May Observe a Classroom

1. The right to observe a student's instructional program during class time resides solely with a student's parent, legal guardian, or foster parent. For purposes of this Policy, the term "parent" includes legal guardians and foster parents, and the term "observe" means to visit and observe. The right to observe a student's classroom does not extend to grandparents, relatives, caregivers, or others. Notwithstanding, the school principal may allow a grandparent, close relative or caregiver to observe the student's classroom if the parent has provided written permission and the principal, after consulting with the classroom teacher, deems it to be reasonable under the circumstances.

C. Approval and Scheduling of Classroom Observation

1. Requests to observe a classroom should be forwarded to the school principal for approval consistent with the guidelines in this Policy. Together the school principal and classroom teacher shall schedule observations for a time and date convenient to both the parent and the teacher. The observation shall take place within a reasonable time following the initial request. The observation should not take place less than forty-eight (48) hours from the date of the request. Observations may not take place while students are taking a quiz or test. Only one parent may observe a class at a time.

D. Frequency and Duration

1. To minimize interruptions and distractions during valuable class time, observations must be limited. Because a school's obligation to reasonably accommodate a parent's request may not substantially impact staff and resources, and because it requires the school to balance parental rights against the educational needs of students, the impact on a classroom, and the teacher's workload, it is deemed reasonable to allow one observation per student per term. Each observation should last no more than one hour. Under exceptional circumstances, the school principal, in consultation with the teacher, may determine that more frequent or lengthy observations for a particular student are reasonable.

E. Parental Conduct During Classroom Observation

1. Parents may enter and exit the classroom only once during each observation. Parents shall remain in the back of the classroom or otherwise out of the way and may not interact with students or the teacher unless the teacher initiates the interaction. Parents must refrain from making unnecessary noise or movement.

2. Parents may not bring other adults or children, including siblings of the student, to the school when coming for a classroom observation. If a parent arrives for an observation with other children or adults, the observation will be rescheduled. If a parent requests an observation by a professional such as a psychologist or therapist who is not employed by the District, the student's Individualized Education Program (IEP) team or 504 team must determine whether the observation is required under the applicable law and should address the request through the applicable IEP or 504 procedures.

3. Concerns or complaints by the parent may not be addressed during class time, even following the observation. Such matters may be addressed separately with the school principal or after regular school hours with the classroom teacher.

4. In order to protect the privacy of all students in attendance, parents shall not be permitted to take any photographs or make any audio or video recordings during class time. Electronic devices should not be visible during the observation.

5. In certain situations, the school principal or his/her designee may also be in the classroom during the observation in order to protect the learning environment for all students.

6. All parents should be presented with and sign the Classroom Observation Agreement. The original signed Agreement should be kept with the applicable student's education records, and a copy of the Agreement may be provided to the parent. Parents must comply with the rules and procedures set forth in the Agreement. The Agreement form is attached to this policy.

F. Violation of Classroom Observation Rules

1. A parent's right to observe their child's instructional program during class time can only be achieved through adherence to and respect for the classroom observation rules. If a parent's presence or conduct causes a disruption or interferes with the instructional program, the teacher should privately remind the parent of the observation rules. If the disruption persists, the teacher may ask the parent to leave the classroom. However, the teacher's interaction with the parent must not in turn cause a greater disruption, and it may be less disruptive for the teacher to simply wait until the observation ends and then report the parent's behavior to the principal.

2. Violation of the rules contained in this policy or any other site-specific classroom observation rules should be resolved by private counseling between the parent and the principal and/or teacher. If violations persist, the principal may temporarily prohibit a parent from observing their child's classroom during regular school hours. Serious or persistent violations of classroom observation rules may require a communication protocol or trespass notice and should be referred to the Legal Department.

G. Confidentiality

1. District employees may not discuss confidential information of other children, families, personnel, or volunteers in the presence of parents or students. Because parents who observe a classroom may inadvertently be exposed to confidential information, principals and teachers should instruct parents to respect the privacy and confidentiality rights of every student and employee. Parents must be especially careful to respect the privacy rights of special education students as even the classification of a student as a special education student or the presence of a student in a special education class is confidential. Student education records and other sensitive or confidential documentation, including a student's grades,

attendance, behavior, IEP, Section 504 plan, etc. should be kept off computer screens or in a locked drawer or file cabinet and not be visible during parent observations. Parents who violate the privacy rights of students or employees may be prohibited from observing classes.

Classroom Visitation/Observation Agreement

The administration and faculty of Box Elder School District welcome you to our schools and we thank you for your interest in the instructional programs that we offer for our students. We hope that your visit is a rewarding experience, one that provides you with a greater insight into the skill, professionalism, and dedication of our school staff. Our desire is to ensure that the instructional process is not disturbed for either the teacher or the students. Accordingly, we request that all visitors agree to and comply with the following terms during their time in the classroom.

- Parent observations are by appointment only. Please contact the school principal or classroom teacher to schedule an observation. Observations will not be scheduled less than forty-eight (48) hours in advance. This advanced notice will allow the teacher to prepare a seating arrangement and additional copies of any instructional materials if needed.
- Observations may not take place during tests or quizzes.
- Guests and other children, including siblings of the student you are observing, may not accompany you to an observation. If you arrive with other people, you will be asked to reschedule.
- Parent observations are generally limited to one observation per student per term. If exceptional circumstances exist, you may request more frequent observations from the school principal.
- Upon arrival at school, you must check in at the main office and obtain a visitor pass. You will be asked to show identification, and the office staff will verify your appointment with your child's teacher.
- If possible, please arrive and leave between learning activities to minimize the disruption. Observations should not last longer than one hour, and we ask that you not leave and re-enter the classroom during your observation.
- Upon arrival, please sit where the teacher directs. You will likely be in the back of the room or otherwise out of the way rather than next to or among the students.
- If you bring a mobile phone or other electronic device, it must be turned off and kept out of site. Audio or video recording of the teacher or students once you are inside the school is strictly prohibited.
- We ask that you be a silent observer while in the classroom. The teacher has the responsibility for all students, so you will not be able to discuss matters concerning your child or the classroom observation immediately before, during, or after the visit. A future phone call or in-person conference date and time can be scheduled with the teacher or through the school office staff. You may not talk to or interact with any student nor make comments during the observation.
- If you become aware of any confidential information regarding students, including a student's presence in a special education classroom, you must keep the information confidential. Parents who disclose confidential information obtained during an observation may be prohibited from future observations.
- You may be asked to leave if your presence in the classroom is disruptive or if you fail to abide by any of the terms of this agreement.
- After the completion of your classroom observation, you are asked to return to the school's office to sign out.
- Professionals not employed by the District but who observe a child at the parent's request are bound by the same requirements outlined in this Agreement and must sign below before conducting an observation.

I understand and agree to the foregoing terms. I further understand and agree that should I create any disruption in the classroom during my visit I will be asked to leave the classroom immediately and my authorization for further classroom observations may be revoked.

Dated this _____ day of _____, 20___.

_____
Visitor Name (Please Print)

_____ _____

Visitor Signature

School Administrator Signature

Policy 6040

Public Complaints

A. In most circumstances, citizens shall be entitled to administrative conferences and informal presentation of a complaint to the Board.

B. Citizen complaints shall be handled as follows:

1. Complaints shall initially be discussed with the appropriate administrator within 15 calendar days of the event or action that is the subject of the complaint. Board members or administrators who receive an initial complaint, shall refer the citizen to the appropriate administrator.

2. If the complaint is not resolved, the citizen may request a conference with the Superintendent or Superintendent's designee. Prior to the conference with the Superintendent or designee, the citizen shall submit a written complaint that includes a description of the complaint, the solution sought, and the date of the conference(s) with the administrator.

3. If the outcome of the conference with the Superintendent or designee is not to the citizen's satisfaction, the citizen may present the complaint to the Board by requesting time on the next Board meeting agenda.

C. The Board may set reasonable time limits on complaint presentation. The Board shall listen to the complaint, but is not required to respond or take action on the matter unless the complaint is from an aggrieved party, as defined below.

D. An "aggrieved party" is a citizen who has allegedly suffered a violation of a constitutional, statutory, or common law right, or a violation of a rule adopted by the State Board of Education or a policy adopted by the Board.

E. An aggrieved citizen shall make a written request for a hearing, identifying specifically the claimed violation and the relief requested. The written request shall be deemed filed upon receipt by the Superintendent's office. Failure of the citizen to file such a request within 30 days of the claimed violation shall be deemed a waiver by the citizen of his or her rights to contest the alleged violation.

F. Aggrieved parties shall, upon proper request, be afforded a hearing before the Board in accordance with applicable law. However, this provision shall not be construed to create an independent right to a hearing before the Board in addition to hearings required by law. The Board shall conduct a hearing for aggrieved parties within 30 days of receipt of

a written request for a Board hearing, unless the hearing is postponed by mutual consent. The Board shall notify the aggrieved citizen in writing of the time and place of the hearing.

G. If the complaint involves complaints or charges about an employee, it shall be heard by the Board in a closed meeting.

Utah Code § 52-4-205(1)(a) (2024)

H. The Board shall notify the aggrieved citizen of its decision in writing within 15 days after the hearing.

I. Complaints for which other resolution procedures are provided shall be directed through those channels.

POLICY 2170

Buildings & Grounds & Equipment - Use by Students & Employees

A. Use of school facilities and equipment for personal use by school personnel or others is provided for only under Policy 2160 Building & Grounds Rental and Supervision Permit and Use Agreement.

B. Notwithstanding Part A above, no employee may use school facilities or equipment for any personal purpose, except as part of an educational program, or a staff wellness program approved by the principal or district administrator.

C. Students or others shall not be in school buildings except for school functions and under the supervision of school personnel.

D. School employees and students should exercise all due care in protecting the building and grounds and in using them for the purposes intended.

E. The following guidelines govern use of office machines by school employees:

1. As a convenience, personal copies from copy machines may be made by school employees by paying the standard rate approved by the District. That standard rate should be similar to commercial rates in the area and the service will be provided only to employees.

2. The laminating machines that are owned by the District may be used by District personnel for personal use provided costs of the materials are paid and authorization is given by the administrator responsible for the equipment.

3. Employees whose regular job requires them to use District computers may use those computers for personal use after regular working hours, consistent with guidelines and restrictions that may be established by District Information Technology personnel and Policies 4177 Responsible Computer Use, 5305 Student Use of Electronic Devices, and 5306 Children's Internet Protection Act. Computer media used for personal data should either be supplied by the employee or purchased from the District.

4. ~~Portable computers furnished by the District for employee use may be checked out for a specified time through the checkout procedure established by the Principal and approved by administration~~.

Policy 2210
Amended
August 12, 2020
First Reading
June 11, 2025

POLICY 2210

Transportation Eligibility

A. Buses in the Box Elder School District will be used only for transporting eligible students for educational purposes. Buses may not be used for transporting adults or pre-school age children except under special permission of the Superintendent or through the state authorized handicapped preschool.

B. Students in grades Kindergarten through 5, living 1.5 miles or more from their assigned elementary school and students in grades 6 through 12, living 2.0 miles or more from their assigned secondary school shall be entitled to transportation or transportation allowances*, as determined by the Box Elder Board of Education, subject to the rules and regulations established by the State of Utah and Box Elder Board of Education. (Utah Admin. Rules R277-600-4)

C. Students in grades Kindergarten through 5 may be required to walk up to 1.5 miles, and students in grades 6 through 12 may be required to walk up to 2.0 miles before reaching a regularly established bus stop. State regulations will be followed in establishing bus stops. To be eligible for transportation, a student must live further than the above distances from their assigned school. The distance from home to school is determined as follows: From the center of the public route (road, thoroughfare, walkway, or highway) open to public use, opposite the regular entrance of the one where the student is living, over the nearest public route (thoroughfare, road, walkway, or highway) open regularly for use by the public, to the center of the public route (thoroughfare, road, walkway, or highway) open to public use, opposite the nearest public entrance to the school grounds which the student is attending. Ineligible students may ride buses on a space-available basis. An eligible student may not be displaced or required to stand in order to make room for an ineligible student. Exceptions may be granted by the Board due to undue hardship or hazardous conditions. (Utah Code § 53F-2-403) (Utah Admin. Rules R277-600-4)

D. A Student who's IEP identifies transportation as a necessary related service is eligible for transportation regardless of the distance from the school attended by assignment of the Board. Student with disabilities are transported on regular buses and regular routes whenever possible, unless the IEP team determines otherwise.

E. The District will fund the transportation program primarily from revenue provided by the state. To this end, the District will comply with all state rules and regulations regarding funding and record keeping.

Utah Code § 53F-2-402 (2022)

Utah Code § 53F-2-403 (2024)

F. The Board and Pupil Transportation Director will analyze bus routes that involve a large number of deadhead miles to determine if an alternative method of transporting students is more efficient. Possible alternatives include the following, as outlined in Utah State Board of Education rules:

1. Use of a District multi-purpose passenger vehicle to transport students;

2. Paying eligible students an allowance in lieu of District-supplied transportation, wherein a student is reimbursed for mileage to school or bus stop, whichever is closer;

3. Providing a subsistence allowance for a student to live at a site nearer to the school; and

4. Engaging in a contract or leasing for transportation.

Utah Admin. Rules R277-600-7 (January 9, 2024)

~~*As determined by the Box Elder Board of Education~~

POLICY 3000

Employment: Nondiscrimination

A. The District shall not, because of an individual's race, color, sex, pregnancy or pregnancy related conditions; age; if the individual is 40 years of age or older; religion; national origin; disability or handicap; sexual orientation; or gender identity:

1. Refuse to hire or to promote, discharge, demote, terminate, retaliate against or harass any otherwise qualified individual; or

2. Discriminate against an otherwise qualified individual with respect to compensation or in terms, privileges, or conditions of employment.

Utah Code § 34A-5-106(1)(a)(i) (2016)

B. An individual is not considered "otherwise qualified" unless the individual has the education, training, ability, with and without reasonable accommodation; moral character, integrity, disposition to work, adherence to reasonable rules and regulations, and other bona fide job-related qualifications required by the district for the particular job, job classification, or position to be filled or created.

Utah Code § 34a-5-106(1)(a)(ii) (2016)

C. District Policy

1. The Board of Education of the Box Elder School District does not discriminate on the basis of sex in its programs and activities and is required by Title IX and 34 CFR Part 106 not to discriminate on the basis of sex, including but not limited to such discrimination in employment and in admission.

2. Notice of the policy shall be given to all applicants for employment, to all employees, and to all employee associations and shall be included in any employee handbooks. Questions about rights under Title IX and about the application of Title IX to the District can be directed to the Title IX Coordinator, Coerina.fife@besd.net, ~~identified in this policy~~ or to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

34 CFR § 106.8(b)(1)
20 U.S.C. § 1701-21

3. The District encourages all victims of sex discrimination and persons with knowledge of sex discrimination to immediately report that to the Title IX Coordinator or an administrator. All complainants have the right to be free from retaliation of any kind. Complaints relating to sexual harassment (one form of sex discrimination) are addressed under Policy 5275 Sexual Harassment and Policy 5005 Safe Schools – Student Behavior. Complaints regarding other types of sex discrimination may be addressed through the grievance procedures set out in Policy 3043 Redress of Grievances (for employees) and Policy 5350 Student Complaints - Resolution (for students).

   34 CFR § 106.8(c)

D. The District may not refuse to hire, promote, discharge, demote, or terminate any individual, or may not retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against an individual otherwise qualified because the individual breastfeeds or expresses milk in the workplace.

   Utah Code § 34-49-204 (2015)

E. The Executive Director of Personnel Services is the designated person to coordinate efforts to comply with Section 504 of the Vocational Rehabilitation Act of 1973 and Title IX of the Education Amendments of 1972. The district shall notify all employees of the office address and telephone number of the above named individual.

   34 CFR § 106.8(a)

F. "Handicapped person" means any person who has a record of, is regarded as having, or has a physical or mental impairment that substantially limits one or more of life's major activities. A "qualified handicapped person" is a person that, with reasonable accommodations, can perform the essential functions of the job in question. Employees or prospective employees have the responsibility of notifying the district personnel office of need for reasonable accommodations.

   29 U.S.C. § 705(20)
   34 CFR § 104.3

G. "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

H. "Regarded as having an impairment" means:

1. Has a physical or mental impairment that does not substantially limit major life activities but that is treated by the district as constituting such a limitation;

2. Has a physical or mental impairment that substantially limits major life activities only as a result of the attitudes of others towards such impairment; or

3. Has no physical or mental impairment but is treated by the district as having such an impairment.

I. "Physical or mental impairment" means:

1. Any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; endocrine; or

2. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

J. "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, communicating, standing, eating, lifting, reading, concentrating, thinking, sleeping, bending, and others.

K. The following are not included in the definition of an "individual with a disability" or a “handicapped person”:

1. A person whose current use of illegal drugs prevents the performance of job responsibilities or constitutes a direct threat to the property or safety of others.

2. A person who is an alcoholic whose current use of alcohol prevents the person from performing the duties of the job in question or whose employment, by reason of such current alcohol abuse, would constitute a direct threat to the property or safety of others.

3. A person who has a currently contagious disease or infection and who therefore would constitute a direct threat to the health or safety of other individuals, or who therefore is unable to perform the duties of the job.

29 USC § 705(20)(C)(i), (iv), (D)

L. The Board shall not require an employee to reside within the district as a condition of employment.

M. No person shall be denied employment in the district by reason of membership or non-membership in any labor organization, labor union or any other type of association.

N. If any employee of the district knows of or has reason to believe that another employee is being harassed at the workplace by others on the grounds of race; color; sex; pregnancy, childbirth or pregnancy-related conditions; age, if the individual is 40 year of age or older; religion; national origin; disability or handicap; sexual orientation; or gender identity, then the employee must promptly report such harassment to the Superintendent or Board. The report shall be made confidentially and the Superintendent or Board shall maintain the confidence of any report of such harassment.

O. The District will take appropriate continuing steps to notify applicants and employees that it does not discriminate on the basis of disability in violation of Section 504 of the Vocational Rehabilitation Act of 1973 and its implementing regulations. The notification shall include identification of the designated coordinator.

P. Within the discretion of the Board, any employee may be terminated for cause, suspended with or without pay or placed on probation for engaging in any form of harassment of another employee on the grounds of race; color; sex; pregnancy, childbirth or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability or handicap; sexual orientation; or gender identity.

Baker v. Weyerhaeuser Co., 903 F.2d 13242 (10th Cir. 1990)

POLICY 3015

Title IX Sexual Harassment

A. Purpose

1. Box Elder School District is committed to maintaining an educational environment in which all students and employees are treated with respect and dignity. Paramount to that aim is ensuring that students and employees are not subjected to sexual harassment.

2. Sexual harassment is prohibited by Title IX of the Education Amendments of 1972 (Title IX), which provides that "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance." 20 U.S.C. §1681(a). Federal regulations found at 34 CFR 106 implementing Title IX further outline the requirements placed upon the District.

B. Scope

1. This policy is intended to protect District students and employees against sexual harassment, whether by students, employees, volunteers, or others under the District's control. This policy also subjects those who engage in sexual harassment to disciplinary action.

2. Conduct that does not rise to the level of sexual harassment as defined herein but that constitutes inappropriate or offensive sexual behavior is still prohibited and will be investigated and addressed under Policy 5005 Safe Schools – Student Discipline/Behavior, Policy 3010 Employee Bullying and Hazing, Policy 3007 Employment – Staff Code of Conduct or BESD Employee Relations & Corrective Action Handbook.

3. Discrimination on the basis of sex in hiring, benefits, programs, or activities as prohibited by Title IX, Title VII, and the Utah Antidiscrimination Act, is investigated and addressed under Policy 3000 Employment - Nondiscrimination.

C. Title IX Coordinator

1. The Box Elder School District Civil Rights Coordinator is designated as the Title IX Coordinator for protection against sexual harassment and is authorized to coordinate

the District's efforts to comply with the requirements of Title IX. All sexual harassment issues should be directed to the Title IX Coordinator.

a. Name: Coerina Fife, Title IX Coordinator, Box Elder School District

b. Address: 960 South Main Street, Brigham City, UT 84302

c. Telephone: (435) 734-4800, ext. 5910

d. Email: coerina.fife@besd.net

D. Definitions

1. "Actual Knowledge" means notice of sexual harassment or allegations of sexual harassment to the Title IX Coordinator or any District official who has authority to institute corrective measures on behalf of the District, or to any District employee.

2. "Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

3. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in an education program or activity of the District. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email, using the contact information listed for the Title IX Coordinator above. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate~~s~~ that the complainant is the person filing the formal complaint. A parent or guardian may sign and file a formal complaint on behalf of a minor complainant. Title IX Complaint Form

4. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

5. "Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

a. A District employee conditioning the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct (*quid pro quo*);

b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it denies a person equal access to the District's education program or activity;

c. Severe: Based on whether the described occurrence or conduct was severe from the perspective of a reasonable person in the complainant's position.

d. Pervasive: A single instance of an offensive comment or joke typically does not meet the Title IX standard for sexual harassment requiring investigation, but there may be instances where a single unwelcome act may meet that standard. Factors to consider include, but are not limited to, whether there is a pattern of sexual harassment, the number of people involved, and whether the unwelcome sex-based conduct involves widespread dissemination of offensive material.

e. Objectively Offensive: Based on whether the described occurrence or conduct was offensive from the perspective of a reasonable person in the complainant's position. Notably, the perspective for offensiveness is based on the reasonableness from the complainant's perspective, and the intent of the respondent is irrelevant in the analysis. "Just joking" is not an accepted excuse.

f. Effectively Denies Equal Access: This does not require that a complainant be entirely or physically excluded from educational opportunities, but rather that the sexual harassment has so undermined and detracted from the complainant's educational experience that he or she is effectively denied equal access to the school's resources and opportunities. Thus, a student does not need to have dropped out of school, failed a class, had a panic attack, or otherwise reach a "breaking point." Although no concrete injury is required to show a deprival of equal educational access, examples of the signs of unequal educational access may include, but are not limited to:

    1) Bed-wetting due to sexual harassment;

    2) An athlete who quits the team but carries on with other school activities following sexual harassment;

    3) Skipping class to avoid a harasser;

    4) A decline in student's grade point average, or

    5) Having difficulty concentrating in class.

g. Any instance of

1) Sexual assault as defined by the Title IX regulations, which is the unwelcome touching of a person's private body parts for the purpose of sexual gratification. In determining whether conduct meets this definition, administrators shall consider all the circumstances surrounding the incident, such as the age and maturity of the parties, the duration of the incident, the location and secretive nature of the actions, the intent of the parties, and the effects on the parties

2) Rape: The penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.

3) Fondling: The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity.

4) Incest: Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

5) Statutory Rape: Sexual intercourse with a person who is under the statutory age of consent.

6) Dating violence as defined by the Title IX regulations, which is violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the complainant, which may be determined by (1) the length of the relationship, (2) the type of relationship, and (3) the frequency of interaction between the persons involved in the relationship;

7) Stalking as defined by the Title IX regulations, which is engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

h. Quid pro quo harassment under paragraph D.5.a. and offenses involving sexual assault, dating violence, domestic violence, or stalking under subsection D.e.vii.3 are not evaluated for severity, pervasiveness, offensiveness, or denial of equal educational access, because such misconduct is sufficiently serious to deprive a person of equal access.

6. "Supportive measures" Supportive Measures are designed to restore or preserve equal access to the education program or activity without unreasonably burdening

the other party and should be designed to protect the safety of all parties or the educational environment, or deter sexual harassment.

a. Supportive Measures will be offered to the Complainant and the Respondent when the District learns of allegations of Sexual Harassment.

b. Supportive Measures may not be punitive or disciplinary.

c. Supportive Measures may be individualized depending on the circumstances of the Complainant and/or the Respondent.

d. Supportive Measures may include:

    1) counseling;

    2) extensions of deadlines or other course-related adjustments;

    3) modifications of work or class schedules;

    4) altering work arrangements for employees or student-employees;

    5) school safety plan;

    6) mutual restrictions on contact between the parties;

    7) changes in work locations;

    8) leaves of absence;

    9) increased security and monitoring of certain areas of the school; and

    10) other similar measures.

e. The District must maintain as confidential any Supportive Measures provided to the Complainant or Respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the Supportive Measures.

f. The Title IX Coordinator is responsible for coordinating the effective implementation of Supportive Measures with the school principal.

g. All Supportive Measures offered must be documented by the Title IX Coordinator. In the event a Complainant is NOT offered Supportive Measures

under the circumstances, reasons for not offering Supportive Measures must be documented.

E. Jurisdiction

1. Box Elder School District will address all allegations of sexual harassment occurring at all schools, district programs and activities, enroute to school activities in Box Elder School District, and where the District exercised substantial control over both the respondent and in the context in which the reported sexual harassment occurs, and

2. Allegations of Sexual Harassment that originated off-campus but that have a clear nexus to school and which impact a Complainant's ability to effectively access and continue in their educational program ***may*** be addressed under this Policy.

   a. This includes allegations of Sexual Harassment through the internet, electronic mobile devices, and/or social media platforms.

   b. If an allegation of Sexual Harassment originating off campus is not addressed under this Policy, it must be addressed under Policy 5270 Student Rights and Responsibilities Bullying, Cyberbullying, Hazing, and Abusive Conduct.

F. Complaint Procedures

1. Individuals who believe they have been subjected to sexual harassment should immediately notify a teacher, administrator, or the Title IX Coordinator and may file a formal complaint.

2. A report or notice of alleged sexual harassment may be filed by someone other than a complainant, in which case the procedures for a response and supportive measures under Section H will be followed. However, an investigation under Section I is completed only upon receipt of a formal complaint by a complainant or, if a minor, the complainant's parent.

3. A formal complaint must be in writing and must be delivered to the Title IX Coordinator and include the elements described in paragraph D.3. It should also provide the following information if possible:

   a. Name, home address, email address, and telephone number of the complainant;

   b. Identification of the complainant as a student, employee or other person participating in or attempting to participate in a District program or activity;

c. Date(s) of incident(s) giving rise to the complaint;

d. Name(s) of respondent(s);

e. Description of the conduct or incident(s) giving rise to the complaint;

f. Description of the harm caused by the incident; and

g. Description of the remedy sought. Providing a description of the remedy sought does not confer authority on the complainant or the complainant's parent to determine the discipline imposed on the respondent. The imposition of remedies, including any disciplinary action, lies only within the authority and sole discretion of the District and may not be divested to others.

G. Employee Responsibility to Report

1. An employee with actual knowledge of sexual harassment or allegation of sexual harassment shall, as soon as is reasonably possible, notify the Title IX Coordinator.

2. Any school employee who observes or otherwise becomes aware of conduct that may constitute sexual harassment against a student or employee shall report the conduct to the Title IX Coordinator whether the student files a complaint or not.

H. Initial Response, Supportive Measures, and Emergency Removal

1. The Title IX Coordinator must be notified whenever any employee becomes aware of an allegation of, or conduct that may constitute, sexual harassment. Actual knowledge of such conduct or allegation may be made known through a variety of means, including but not limited to verbal complaints by students or parents, notice from an employee, direct observation, or as facts are disclosed during normal disciplinary proceedings. Any school employee with actual knowledge of sexual harassment shall promptly report directly to the Title IX Coordinator.

2. If a school administrator becomes aware of sexual conduct, the administrator shall conduct an initial assessment to determine whether the conduct might meet the definition of sexual harassment under this policy. If there is evidence that the conduct constitutes sexual harassment, or if a reasonable person would consider the conduct sexual harassment under this policy, the school administrator shall report the conduct to the Title IX Coordinator. For situations involving students, either the Title IX Coordinator or the school administrator shall contact the parents.

3. Upon receipt of actual knowledge of sexual harassment or allegations of sexual harassment, the Title IX Coordinator shall promptly contact the complainant to

discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, explain to the complainant the process for filing and investigating a formal complaint, and explain to the complainant that the parties may have an adult advisor of their choice throughout the investigation of a formal complaint.

4. The Title IX Coordinator should consult with the school administrator and implement supportive measures. In addition, the school administrator may provide, upon receiving an allegation of sexual harassment, appropriate and immediate supportive measures to the complainant even before the Title IX Coordinator contacts the complainant.

5. The District must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

6. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

7. The Title IX Coordinator, in consultation with the school administrator and applicable director, may conduct an emergency removal of a respondent from the District's education program or activity. To remove a respondent on an emergency basis, the District must undertake an individualized safety and risk analysis and determine that an immediate threat to the physical health or safety of a student or other individual arising from the allegations of sexual harassment justifies the removal. The respondent must be given notice and an opportunity to challenge the decision immediately following the removal. An emergency removal may not constitute or be documented as disciplinary action.

8. If the Title IX Coordinator receives a report from a student, parent, school employee, and/or school administrator before receiving a formal complaint, he or she shall interview the complainant and determine whether to sign a formal complaint on behalf of the complainant.

9. The Title IX Coordinator may consolidate formal complaints against more than one respondent, or by more than one complainant against one or more respondents, where the allegations of sexual harassment arise out of the same facts or circumstances.

I. Investigation

1. The procedures outlined in this section are detailed and constitute the recommended best practice. Minor omissions and other procedural inconsistencies do not invalidate an otherwise equitable investigation. Investigators must be flexible and adapt to the circumstances of each complaint.

2. Dismissal

    a. Upon receipt of a formal complaint, the Title IX Coordinator determines whether the complaint must or may be dismissed. A dismissal may occur at any point in the investigation.

        1) The Title IX Coordinator must dismiss the complaint if any of the following conditions apply:

            a) The conduct alleged would not constitute sexual harassment as defined in this policy even if proved;

            b) The conduct alleged did not occur in a District program or activity;

            c) The conduct alleged did not occur against a person in the United States; or

            d) The complainant is not enrolled or employed, or seeking to be enrolled or employed at the District.

        2) The Title IX Coordinator may dismiss the complaint or any of the allegations therein if any of the following conditions apply:

            a) A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

            b) The respondent is no longer enrolled or employed by the District; or

                i. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the allegations contained in the formal complaint.

        3) Dismissal under this paragraph does not preclude action under another District policy. The District has the flexibility to provide supportive measures in response to allegations of conduct, and to investigate such conduct, that does not involve sexual harassment but is otherwise prohibited under District

policy, including bullying, discrimination, harassment, and other sexually inappropriate conduct.

4) If dismissed, the Title IX Coordinator shall promptly notify both parties in writing of a dismissal decision and shall give both parties equal right to appeal a dismissal decision.

3. Assignment of Investigator

a. The Title IX Coordinator shall notify the applicable Assistant Superintendents of Secondary or Elementary Education, the Director of Student Services, or any other applicable administrator when opening an investigation and designating an investigator.

b. The Title IX Coordinator may conduct the investigation or, in consultation with the applicable director, assign it to a designated investigator who has been trained to conduct sexual harassment investigations. Investigators may include any Assistant Superintendent, Director or Administrator or Independent contractors who has been trained in accordance with this policy:

c. The investigator must receive training on the definition of sexual harassment under this policy, the scope of the District's education programs and activities, how to conduct an investigation, how to determine relevance to create an investigative report that fairly summarizes relevant evidence, how to write and issue an investigative report, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

d. The investigator should begin each investigation by documenting the alleged conduct and creating an investigation file. The investigator completes the checklist as the investigation proceeds.

e. The investigator shall refer the matter to law enforcement authorities or the Utah State Division of Child and Family Services, where appropriate or required by law. The investigator must continue to conduct the investigation even if the matter has been referred to another agency. The investigator should coordinate with the other agency and may adjust timelines and procedures accordingly.

4. Investigative Procedures

a. The District must ensure that investigations include the following steps. If an investigation is reassigned to a new investigator after it has begun, the new investigator shall gather all evidence and information from the previous

investigator. The new investigator may, but is not required to, repeat interviews or other investigative procedures conducted by the previous investigator.

b. The investigator shall ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not on the parties. Access to a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their capacity in connection with the party's treatment can only be obtained through the party's voluntary, written consent (if the party is a minor, consent must be from the parent).

c. Notice of Allegations

   1) Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following written notice to the parties who are known. If, in the course of the investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator must provide notice of the additional allegations, including the details identified in subsection 8.3.2.2, to the parties whose identities are known.

   2) Notice of the District's complaint and investigation process, including any informal resolution process available;

   3) Notice of the allegations of sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the following, if known:

      a) The identities of the parties involved in the incident;

      b) the conduct allegedly constituting sexual harassment under this policy; and

      c) the date and location of the alleged incident;

d. A statement that the respondent is presumed innocent until a determination has been made at the conclusion of the investigation;

e. A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and that the parties may inspect and review evidence as described below;

f. A statement that District policy prohibits knowingly making false statements or knowingly submitting false information during the investigation and that a party found to have done so is subject to disciplinary action;

g. The standard of evidence that will be applied; and

h. Directives to the respondent not to retaliate.

5. Interviews

a. The investigator shall provide written notice of the date, time, location, participants, and purpose of all investigative interviews to a party whose participation is invited or expected, with sufficient time for the party to prepare to participate.

b. The investigator shall provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

c. Each of the following persons shall be interviewed, and a record made of their conversations.

1) The complainant. The complainant may be accompanied by an adult representative, including legal counsel. The complainant may present evidence supporting the complaint.

a) In cases of sexual assault or other severe trauma, the investigator should seek assistance from professionals trained in interviewing children. Such professionals may include designated officials from the Children's Justice Center, the Department of Child and Family Services, or some other private or governmental agency.

b) The investigator shall comply with the reporting requirements found in Policy 5090 Child Abuse, Sexual Abuse and Human Trafficking Prevention Training and Reporting.

2) The respondent. The respondent may be accompanied by an adult representative, including legal counsel. The respondent may present evidence refuting the allegations set forth in the complaint. The investigator should gather a signed, written statement from the respondent.

3) Anyone who witnessed the alleged conduct. The investigator should gather a signed witness statement from each witness using the District's Sexual Harassment Witness Statement form.

4) Anyone mentioned as having related information. The investigator should document all conversations related to the alleged incident.

d. The investigator may have additional conversations with any of the individuals listed in subsection I.5.a. to ensure that all relevant facts have been gathered.

6. Preservation of Evidence

a. The investigator shall gather and preserve all evidence, including video footage from surveillance cameras, photos, physical evidence, documents, correspondence, and any relevant electronic information such as text messages, videos, and social media postings.

7. Informal mediation may be appropriate in cases of sexual harassment under Title IX according to the following requirements:

a. Informal mediation can never be offered to resolve complaints alleging that an employee sexually harassed a student;

b. Facilitators must be free from conflicts of interest or bias and be trained to serve impartially;

c. Informal resolution processes must have reasonably prompt time frames;

d. The initial written notice of allegations sent to both parties must include information about the informal resolution processes, which may be utilized any time before a final determination regarding responsibility is made; and

e. Both parties must consent to an informal mediation in writing. Parties retain their right to a formal resolution process, and can withdraw from informal resolution and resume a formal process at any time before agreeing to a resolution.

8. Investigative Report

a. Prior to completing the investigative report, the investigator shall send to each party and the party's advisor (if applicable) the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least ten (10) calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report.

b. The investigator shall objectively evaluate all relevant evidence, including the credibility of all statements,

c. The investigator shall prepare a written report of the investigation. The report should be completed using the Sexual Harassment Investigative Report Form. The report must fairly summarize relevant evidence, and should include the following:

1) A description of the complaint;

2) A description of the interim supportive measures provided to the complainant and/or the respondent;

3) A detailed description of the investigation, including names and dates of individuals interviewed; receipt of written statements; and evidence considered, including video and audio recordings, correspondence, etc.; and

4) Findings of fact. This section should describe with sufficient detail the events and actions found by the investigator to be true and include both inculpatory and exculpatory evidence considered relevant.

9. The investigator shall provide a copy of the investigative report simultaneously to the parties and notify them that they have ten (10) calendar days to provide a response, including written questions they would like asked of any party or witness. The investigator notifies the parties that their response and questions should be submitted to the applicable decision-maker. The investigator also submits a copy of the investigative report to the Title IX Coordinator and to the decision-maker.

J. Decision-Making

1. Decision-Makers

a. The District Directors ~~Assistant Superintendents over Secondary and Elementary Education~~ are designated as decision-makers for Title IX sexual harassment complaints.

b. The decision-maker cannot be the same person as the Title IX Coordinator or the investigator.

c. The decision-maker may not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

d. The decision-maker must receive training on the definition of sexual harassment under this policy, the scope of the District's education programs and activities, how to conduct an investigation, how to issue a written determination, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

2. Parties' Response to Investigative Report

   a. Upon receipt of the investigative report, the decision-maker may contact the parties and provide direction for the submission of responses and questions.

   b. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant unless such questions and evidence are offered to prove that someone other than the respondent committed the alleged conduct or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

   c. The decision-maker must explain to a party proposing a question any decision to exclude the question as not relevant.

   d. Upon receipt of relevant questions from a party, the decision-maker submits the questions to the witness or party to whom they are directed and establishes a timeframe in which the questions must be answered. Upon receipt of the answers, the decision-maker provides them to the parties who proposed the questions.

   e. At the decision-maker's discretion, the decision-maker may permit limited follow-up questions from the parties.

3. Decision-Making Process

   a. The decision-maker must issue a written determination as to whether the respondent committed sexual harassment.

   b. The decision-maker objectively evaluates all relevant evidence gathered and presented during the investigation, as found in the investigative report, along with the answers to any written questions and follow-up questions to parties and witnesses as a response to the investigative report. The decision-maker evaluates the evidence, judging credibility based on factors of plausibility and consistency in party and witness statements, and then reaches a determination regarding responsibility.

c. The decision-maker may consult with the investigator, District Legal Counsel, and other administrators as applicable in making a determination, except for the Superintendent and his/her designee to whom an appeal would be directed.

d. The decision-maker shall base the determination on the preponderance of the evidence standard. The District shall apply the same standard to all formal complaints of sexual harassment, whether the complaint involves a student or employee.

e. The Written Determination must include:

1) Identification of the allegations potentially constituting sexual harassment as defined in this policy;

2) A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

3) Findings of fact supporting the determination;

4) Conclusions regarding the application of the District's code of conduct to the facts;

5) A statement of, and rationale for, the result as to each allegation, including a determination, any disciplinary sanctions imposed on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and

6) The District's procedures and permissible bases for the complainant and respondent to appeal.

f. If the respondent is a student and found to have committed sexual harassment, the decision-maker shall ensure that the behavior and resulting disciplinary action is documented in the Student Information System.

g. The Title IX Coordinator is responsible for effective implementation of any remedies under a decision regarding sexual harassment.

4. Issuance of Written Determination

a. At the conclusion of the decision-making process, the decision-maker shall provide the written determination to the parties simultaneously.

b. The decision-maker also provides a copy of the written determination to the Title IX Coordinator.

K. Appeals

1. Appeal of Decision

a. Investigative procedures conducted under this policy may be appealed by both complainants and respondents. The purpose of an appeal under this section is to determine whether the investigative procedures outlined in this policy were followed. An appeal may also be filed to introduce new evidence not available during the investigation, or if a party believes there was a conflict of interest of the Title IX Coordinator, investigator, or decision-maker. If an appeal does not introduce new evidence or allege a conflict of interest or violation of the investigative procedures of this policy, it will be denied. Disagreement with the outcome of an investigation or with an investigator's interpretation or findings of the facts is not grounds for an appeal under this policy.

b. A party may appeal by giving written notice to the Superintendent within fifteen (15) calendar days of the date the written determination is issued. Failure to submit written notice of appeal to the Superintendent within fifteen (15) calendar days constitutes forfeiture of any right to appeal. The Superintendent or his/her designee will hear the appeal and issue a written decision as to whether the investigative procedures of this policy were followed, whether there was a conflict of interest, or whether new evidence would change the outcome of the investigation. The decision of the Superintendent or his/her designee is final.

L. Confidentiality

1. It is District policy to respect, as far as possible, the privacy and anonymity of all parties and witnesses to complaints brought under this policy. However, because an individual's right to confidentiality must be balanced with the District's obligations to cooperate with law enforcement, government agency investigations, or legal proceedings, or to investigate and take necessary action to resolve a complaint, including by allowing each party the chance to provide information to the investigator, information about the complaint may be disclosed in appropriate circumstances, and for other good reasons that apply to the particular situation. The investigator also may discuss the complaint with one or more of the following persons:

a. The Superintendent, ~~Assistant Superintendent~~ Executive Director over Personnel, Assistant Superintendent over Secondary or Elementary Teaching and Learning, Director of Student Services, Director of Special Education / Federal Programs, Director of Facilities, District Legal Counsel, or other applicable school or District administrators;

b. The parent/legal guardian of a student complainant;

c. The parent/legal guardian of a student respondent;

d. A teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth.

e. Utah State Division of Child and Family Services for purposes of investigating child abuse reports; and

f. Law enforcement agencies where the investigator has reasonable suspicion that the alleged conduct involves criminal activity.

2. Where a complaint involves allegations of child abuse, the complaint shall be immediately reported to appropriate law enforcement authorities or the Utah State Division of Child and Family Services. The anonymity of both the complainant and school officials involved in the investigation will be strictly protected as required by Utah Code § 80-2-1005.

M. Retaliation Prohibited

1. Retaliation against any person who has filed a complaint, or has testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy is prohibited, and therefore, subject to disciplinary action. Retaliation may include, but is not limited to, continued harassment, threats, taunting, spreading rumors, unauthorized disclosure of the details of an investigation, ostracism, assault, destruction of property, or other negative conduct toward participants in response to an investigation and the events causing it. Anyone found to have engaged in retaliation will be subject to disciplinary action. Participants in an investigation, including victims, respondents, and witnesses, must report to the investigator any conduct that might reasonably constitute retaliation.

N. Discipline and Remedial Action

1. Any student who engages in sexual harassment of anyone at school or at any school-related activity or event is in violation of this policy and shall be subject to disciplinary action consistent with Policy 5005. Disciplinary action may include, but

is not limited to, suspension, expulsion, exclusion or loss of extracurricular activities, probation, or alternate educational placement. In imposing such discipline, all facts and circumstances of the incident(s) shall be taken into account.

2. Any employee who engages in sexual harassment of any student at school or at a school- related activity or event is in violation of this policy and shall be subject to disciplinary action consistent with Policy 3007 and BESD Employee Relations and Corrective Discipline Handbook. Disciplinary action may include, but is not limited to, warnings, reprimands, probation, disciplinary transfer, suspension, reduction in pay or hours, or termination. In imposing such discipline, all facts and circumstances of the incidents(s) shall be taken into account.

3. If the investigator has reasonable suspicion that the harassment involves sexual assault, rape, or any other activity of a criminal nature, the District shall notify appropriate law enforcement authorities and immediately initiate proceedings to remove the accused party from the situation.

4. If an investigation finds evidence of sexual harassment, the District shall implement remedial action necessary to eliminate its effects upon the victim and the school environment. Remedial action may include changes to school or District programs, offerings, facilities, rules, policies, or practices.

O. False Complaints

1. Intentionally false, malicious, or frivolous complaints of sexual harassment shall result in corrective or disciplinary action taken against the complainant.

P. Record Keeping

1. The Title IX Coordinator shall maintain a confidential record separate from the individual’s educational or personnel file that includes the complaint, response, witness statements, evidence, investigative report, written determination, any appeal and the result therefrom, and any informal resolution and the result therefrom for the later of seven years or two years after a student complainant or student respondent has graduated.

2. All student discipline issued for violations of this policy shall be documented by the Decision Maker on the District’s Student Information System ("SIS”). Consistent with the U.S. Department of Education Civil Rights Data Collection, the documentation must indicate that sexual harassment served as the basis for which the student was disciplined.

3. All complaints made under this policy involving a student must be documented by an administrator on the District's Student Information System ("SIS"). Complaints must be documented even if the investigation results in a finding that this policy was not violated. Consistent with the U.S. Department of Education Civil Rights Data Collection, the documentation must indicate that the violation constituted sexual harassment.

4. All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation, per Section M of this policy, or take other subsequent necessary action.

5. Records of complaints and investigations shall be retained in accordance with applicable federal and state law.

Q. Training

1. Box Elder School District recognizes the importance of educating its employees and students regarding the prevention of sexual harassment and the observance of high ethical standards. To these ends, the District will provide ongoing training and education in this area. Notice of this policy will be distributed, and training will be conducted for employees and students of the District.

R. Dissemination of Policy

1. This policy may be posted on the District's website and published in student registration materials, student and employee handbooks, parent information guides, and other appropriate school publications as directed by the District. The following nondiscrimination notice shall be disseminated.

Policy 3102
Amended
June 12, 2024
First Reading
June 11, 2025

Policy 3102

Certificated: Recognition of Teachers Association

A. All educators of Box Elder School District~~, except those excluded under "Definition of Terms", ~~constitute an appropriate unit for purposes of negotiating terms and conditions of employment. ~~Box Elder School District~~ The Board agrees to ~~perpetually~~ recognize the ~~education employee~~ aAssociation ~~with the greatest number of members, for its employee classification, ~~as the exclusive representative of all educators ~~members of the employee classification.~~ ~~U~~upon being furnished with satisfactory evidence that a majority of said persons ~~the largest number of employees within the classification~~ have designated or selected the Association ~~it~~ as their representative~~.~~, provided, ~~H~~however, that any individual member of the educational staff, or a group of such members, shall have the right at any time to present grievances to the Board, and provided further, nothing herein shall be so construed as to deprive any individual of his or her rights under Chapter 34, Title 34, Utah Code (Utah Right to Work Law).

B. 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 the Association as their representative, the Board shall be furnished by the Association with satisfactory evidence of such designation or selection by such majority. Failing which, the Association shall not be recognized as the representative.

Policy 3300
Re-named
November 1, 2022
First Reading
June 11, 2025

Policy 3300

Administrative: Personnel Selection

A. General Requirements

1. All administrators of the District will be appointed by the Board only upon the recommendation of the Superintendent. Should a person nominated by the Superintendent be rejected by the Board, it shall be the Superintendent's duty to make another nomination.

2. Appropriate, objective screening and selection procedures shall be used to ensure that candidate's rights are protected, and the best available candidate is recommended.

3. ~~Written criteria~~ Job description and application requirements shall be developed and advertised which are related to the position ~~requirements~~. The selection process shall be ~~uniform in application to~~ consistent for all applicants. ~~All applicants shall be fully informed of the criteria and procedures associated with the selection process prior to beginning the process of selection.~~

   a. Each potential candidate for employment must complete the appropriate application process for the specific position.

   b. Applicants will be screened by the Superintendent, or designee. The most qualified persons will be selected to interview for the position.

   c. The most qualified individual, based on their application, qualification, experience, interview, and references, shall be selected.

4. All personnel selected must be appropriately certificated in CACTUS or in a qualifying university program ~~have the necessary provisional certification from the Utah State Board of Education~~ before they can receive any salary from the District.

B. Transfers

1. Superintendent Initiated Transfers

   a. Administrators in Box Elder School District may be transferred as determined appropriate by the Superintendent or designee. At the discretion of the

Superintendent or designee, transfers will be made prior to selecting administrators for vacancies.

b. Superintendent initiated t~~T~~ransfers may be to other administrative positions on the District's administrative salary schedule. If an administrator is transferred to a position with a lower base salary, their current base salary will be frozen, with Cost of Living Adjustments (COLA) applied, until the lower base salary aligns with the appropriate step and lane. ~~Transfers will not reduce an administrator's annual salary, exclusive of equity adjustments and additional stipends, unless the conditions of the Policy 3044 Orderly School Termination for Employees are met.~~

   1) Activity Supervision Stipends from the previous assignment are excluded from this process and will not transfer.

2. Administrator Initiated Transfers

   a. Administrators desiring a transfer to a different assignment for the next school year need to notify the ~~Superintendent~~ Executive Director of Human Resources on or before ~~March~~ January 15. When vacancies occur other than at the end of a school year, administrators desiring a transfer to such vacancies must notify the Superintendent within 10 days of notification of such vacancies.

   b. Administrator Initiated Transfers will correspond to the land and step on the salary schedule for the position to which they apply and are appointed.

3. Wherever possible, transfers to assignments will be avoided which result in the administrator:

   a. being in a school where a close relative or companion is also employed Policy 1037 Employment/Assignment of Relatives (Nepotism)

   ~~b. being in a school where the administrator holds a meaningful civic or ecclesiastical position of leadership in the surrounding community (attendance area)~~

   c. being in a school less than three years.

4. The Superintendent shall submit a list of proposed transfers to the Board prior to announcing said transfers.

5. ~~The Board shall consider the personal characteristics, qualifications, and competencies of the administrators to be transferred in a legally called executive session.~~

6. The Board shall approve a list of administrative transfers in an open meeting ~~of the Board following the executive session deliberations~~.

C. New Hires

1. All positions not filled through the transfer process as outlined above will be filled as a new hire. Current Box Elder School District employees and out of District candidates ~~administrators~~ are welcome to apply for and participate in the new hire process for open administrative positions.

2. District Office Administrative Personnel

   a. Administrative positions within the District Office are considered the Superintendent's staff. As such, the manner of screening, selecting, and recommending District Office administrative personnel to the Board are the sole responsibility and prerogative of the Superintendent.

   b. An interview committee, under the direction of, and selected by, the Superintendent or designee, will be formed.

   c. The Superintendent or designee, will screen all applicants and compile a list of qualified applicants to be interviewed.

   d. The Superintendent or designee, will be responsible for setting up interviews and notifying applicants.

3. Elementary/Secondary Principals, Assistant Principals, AP/Activity Directors, and Interns

   a. An interview committee, under the direction of and selected by the Assistant Superintendent of Elementary/Secondary Schools or designee, will be formed.

   b. The Assistant Superintendent of Elementary/Secondary Schools, or designee, will screen all applicants and compile a list of qualified applicants to be interviewed.

   c. The Assistant Superintendent of Elementary/Secondary Schools, or designee, will be responsible for setting up interviews, notifying applicants.

d. Following the interview process, the Assistant Superintendent of Elementary/Secondary Schools will meet with the Superintendent (if he or she was not a member of the committee) and make recommendations for hire. Should a person nominated by the Assistant Superintendent of Elementary/Secondary schools be rejected by the Superintendent, it shall be the Assistant Superintendent's duty to make another nomination.

~~4. All candidates for administrative positions in Box Elder School District must have a current Administrative/ Supervisory (K-12) License.~~

~~5. An interview committee, under the direction of and selected by the Superintendent or his or her designee, will be formed. The committee shall include representatives from ESP employees, teachers, and parents of the school for which the opening exists. The committee shall screen all candidates and interview the top potential candidates. All current Box Elder School District employees who meet the minimum requirements will be given an opportunity to interview for new hire positions. The interview committee will function under the direction of the Superintendent or designee and the District will be responsible for setting up interviews, notifying applicants, etc.~~

~~6. Following the interview process, the interview committee will meet with the Superintendent (if he or she was not a member of the committee) and make recommendations.~~

~~7. The Superintendent may conduct additional interviews, do additional background checks, etc., prior to making a recommendation to the Board for final selection.~~

~~8. The Board in a legally called executive session, and in the presence of the Superintendent, shall discuss the personal characteristics, competencies, and physical and mental abilities of the Superintendent's recommendations. Following the executive session, the Board shall confirm, in open board meeting, the appointment of the candidate recommended by the Superintendent.~~

~~9. Administrative positions within the District Office are considered the Superintendent's staff. As such, the manner of screening, selecting, and recommending District Office administrative personnel to the Board are the sole responsibility and prerogative of the Superintendent.~~

POLICY 4060

High School Graduation Requirements

A. The District's curriculum shall at least meet the minimum requirements of state law and State Board rules. Those minimum requirements are to contain the essential elements of each subject at appropriate grade levels. The essential elements represent the core knowledge, skills, and competencies all students should learn to be effective and productive members of society. The District may add elements at its discretion but shall not delete or omit instruction in the essential elements.

B. In addition, the District shall provide character education in connection with regular schoolwork, through an integrated curriculum approach. Instruction in this area shall emphasize honesty, temperance, morality, courtesy, obedience to law, respect for and an understanding of the constitutions of the United States and the state of Utah, the essentials and benefits of the free enterprise system, respect for parents and home, and the dignity and necessity of honest labor and other skills, habits, and qualities of character which will promote an upright and desirable citizenry and better prepare students for a richer, happier life.

Utah Code § 53G-10-204 (2022)

C. All students awarded a High School Diploma from a regular high school in Box Elder School District shall complete the following minimum requirements as required by the Utah State Board of Education and Box Elder School District during grades 9-12:

Number of Credits Required

1. Language Arts (4.5 credits)

   a. Ninth grade level (1.5 ~~units of~~ credits);

   b. Tenth grade level (1.0 ~~unit of~~ credit);

   c. Eleventh grade level (1.0 ~~unit of~~ credit);

   d. Twelfth grade level (1.0) ~~unit of~~ credit) consisting of applied or advanced Language Arts credit, consistent with the student's Plan for College and Career Readiness, from a list of courses approved by the Board of Education and the State Board of Education, which courses ~~courses from the list of State Board-approved courses consistent with the student's PCCR.~~

1) Are within the field or discipline of language arts, with a significant portion of instruction aligned to language arts content, principles, knowledge, and skills;

2) Provide instruction that leads to student understanding of the nature and disposition of language arts;

3) Apply the fundamental concepts and skills of language arts;

4) Provide developmentally appropriate content; and

5) Develop skills in reading, writing, listening, speaking, and presentation.

e. A student may receive up to 0.5 credit for Language Arts for a course or school-sponsored activity emphasizing verbal communication during any year from grade 9 to 12.

2. Mathematics (3.5 credits)

a. This requirement shall be met minimally through successful completion of the foundation or foundation extended courses

1) Secondary Math I (1.5 ~~units of~~ credit~~s~~);

2) Secondary Math II (1.0 ~~unit of~~ credit);

3) Secondary Math III (1.0 ~~unit of~~ credit).

b. With a written request from the student's parent or guardian, a s~~S~~tudent~~s~~ may opt out of Secondary Mathematics III ~~with written parent request~~. In that case, the student shall successfully complete another mathematics course ~~If an opt-out is requested, the third mathematics credit shall come~~ from among the advanced and applied courses ~~from~~ on the ~~list of~~ State Board of Education's list of approved mathematics courses ~~consistent with the student's PCCR~~.

c. 7th and 8th grade students may earn credit for one of the mathematics foundation courses before 9th grade, consistent with the student's Plan for College and Career Readiness and if at least one of the following criteria are met:

1) The student is identified as gifted in mathematics in accordance with the procedures outlined in State Board of Education Rule R277-707;

2) The student is dual enrolled at the middle school or junior high school and the high school;

3) The student qualifies for promotion one or two grade levels above the student's age group and is placed in 9th grade; or

4) The student takes the State Board of Education competency test in the summer prior to 9th grade and earns high school graduation credit for the course.

d. For other students (than those in the prior section) who earn credit for a foundation course before 9th grade, the student shall still fill the required 3.0 units of credit by successful completion of other mathematics courses approved by the State Board of Education, consistent with the student's Plan for College and Career Readiness, which courses

1) Are within the field or discipline of mathematics with a significant portion of instruction aligned to mathematics content, principles, knowledge, and skills;

2) Provide instruction that leads to student understanding of the nature and disposition of mathematics;

3) Apply the fundamental concepts and skills of mathematics;

4) Provide developmentally appropriate content; and

5) Include the Standards for Mathematical Practice as listed in the Utah secondary mathematics core.

e. A student who successfully completes a Calculus course with a "C" grade or better has completed mathematics graduation requirements regardless of the number of mathematics credits earned.

3. Science (3.0 credits) including

a. ~~at a minimum,~~ two credits from the five science foundation areas:

1) Earth Systems Science (1.0 ~~unit of~~ credit) from the following:

a) Earth Science; or

b) Advanced Placement Environmental Science

2) Biological Science (1.0 ~~unit of~~ credit) from the following:

a) Biology;

b) Biology: Agricultural Science and Technology;

c) Advanced Placement Biology; or

d) Biology with Lab Concurrent Enrollment

3) Chemistry (1.0 ~~unit of~~ credit) from the following:

a) Chemistry;

b) Advanced Placement Chemistry; or

c) Chemistry with Lab Concurrent Enrollment

4) Physics (1.0 ~~unit of~~ credit) from the following:

a) Physics;

b) Advanced Placement Physics (1, 2, D: Electricity and Magnetism, or C: Mechanics); or

c) Physics with Lab Concurrent Enrollment

5) Computer Science (1.0 ~~unit of~~ credit) from the following:

a) Advanced Placement Computer Science;

b) Computer Science Principles; or

c) Computer Programming 2; and

b. ~~one~~ 1.0 additional unit of credit, ~~from the foundation courses or the applied or advanced science courses from the list of State Board-approved courses~~ consistent with the student's ~~PCCR~~ Plan for College and Career Readiness, from the foundation courses or a list of applied or advanced science courses approved by the Board of Education and State Board of Education, which courses

1) Are within the field or discipline of science with a significant portion of instruction aligned to science content, principles, knowledge, and skills;

2) Provide instruction that leads to student understanding of the nature and disposition of science;

3) Apply the fundamental concepts and skills of science;

4) Provide developmentally appropriate content;

5) Include the areas of physical, natural, or applied sciences; and

6) Develop students' skills in scientific inquiry.

4. Social Studies (3.0 credits) including

   a. World Geography (0.5 ~~units of~~ credit);

   b. World History (0.5 ~~units of~~ credit);

   c. U.S. History (1.0 ~~unit of~~ credit);

   d. U.S. Government and Citizenship (0.5 ~~units of~~ credit);

   e. Elective Social Studies (0.5 ~~units of~~ credit)

   f. Successful completion of the basic civics test unless the student qualifies for an alternative assessment as provided for by the Utah State Board of Education. (See Policy 4061 Curriculum: American Heritage)

   ~~*Utah Admin. Rules R277-700-8 (March 14, 2018)*~~

5. Arts (1.5 credits) from any of the following areas:

   a. Visual Arts

   b. Music

   c. Dance

   d. Theater

   e. Media Arts

6. Health Education (0.5 ~~units~~ credit)

7. Physical Education (~~2.0~~ 1.5 credits)

   a. Participation Skills (0.5 ~~units of~~ credit)

b. Fitness or Swim for Life (0.5 ~~units of~~ credit)

c. Individualized Lifetime Activities (0.5 ~~units of~~ credit)

d. Team sport/athletic participation (may earn 0.5 ~~units~~ credits per sport up to a maximum of 1.0 ~~units of~~ credit with school approval to replace Participation Skills and Individualized Lifetime Activities ~~can be earned for team sport/athletic participation with school approval to replace Participation Skills and Individualized Lifetime Activities~~.) USBE Physical Education Guidelines

8. Career & Technical Education (1.0 credit) from among the following areas:

   a. Agriculture, Food and Natural Resources

   b. Architecture and Construction

   c. Arts, Audio/Visual Technology and Communications

   d. Business, Finance and Marketing

   e. Computer Science and Information Technology

   f. Education and Training

   g. Engineering and Technology

   h. Health Science

   i. Hospitality and Tourism

   j. Human Services

   k. Law, public Safety, Corrections and Security

   l. Manufacturing

   m. Transportation, Distribution, and Logistics

9. ~~Computer Technology or qualifying~~ Digital Studies ~~course~~ (0.5 credit) from among the following areas: (USBE Digital Studies Approved Courses)

   a. Business Office Specialist

b. Computer Programming, I

c. Computer Science Principles

d. Digital Business Applications

e. Exploring Computer Science or

f. Web Development

10. General Financial Literacy (0.5 credit)

11. Library Media Skills (integrated into the subject areas)

D. TOTAL CREDIT AVAILABLE - 36.0

1. TOTAL CREDITS REQUIRED FOR GRADUATION - ~~24.0 -~~ 30.0

a. TOTAL REQUIRED CORE CREDITS - 19.5

b. REQUIRED ELECTIVE CREDITS – MINIMUM - 10.5

E. Additional Provisions

1. The District may modify a student's graduation requirements to meet the unique educational needs of the student if the student has a disability and the modifications to graduation requirements are made through the student's IEP.

2. A student may be awarded a certificate of completion if they meet 1 (one) of the following criteria:

a. the student has a disability and has completed their senior year and is exiting the school system; however, has not met the State and District requirements for graduation, but has met the goals set forth by the student's IEP, or

b. the student was enrolled throughout and has completed their senior year, is exiting the school system, has not met the State and District requirements for graduation, and made a sincere effort to complete high school as determined by school administration.

~~c. The District will not enroll a student with intent to award a diploma or certificate of completion after the student has earned a high school equivalence.~~

Utah Admin. Rules R277-705-4 (January 11, 2023)

3. College and Career Readiness Mathematics Competency

   a. A student who is pursuing a college degree after graduation is encouraged to take a full year mathematics course during the student's senior year unless the student has, before the beginning of the senior year, met one of the following requirements:

      1) A score of 3 or higher on an Advanced Placement (AP) calculus AB or BC exam;

      2) A score of 3 or higher on an Advanced Placement (AP) statistics exam;

      3) A score of 5 or higher on an International Baccalaureate (IB) higher level math exam;

      4) A score of 50 or higher on a College Level Exam Program (CLEP) pre-calculus or calculus exam;

      5) A score of 26 or higher on the mathematics portion of the American College Test (ACT) exam;

      6) A score of 640 or higher on the mathematics portion of the Scholastic Aptitude Test (SAT) exam; or

      7) A "C" grade or higher in a concurrent enrollment mathematics course that satisfies a state system of higher education quantitative literacy requirement.

   b. A non-college degree seeking student shall complete appropriate math competencies for the student's career goals as described in the student's Plan for College and Career Readiness.

4. Students qualify for a diploma upon completion of all required credits. The opportunity to participate in graduation exercises is a privilege and may be based on behavior/citizenship.

5. These graduation requirements are consistent with State (USBE) requirements with the exception of Language Arts and Math, which have been adjusted due to the 3-trimester schedule for core classes in the 9th grade.

6. Students will be offered a full schedule to be taken as elective classes or released from school for approved activities.

F. A Student Desiring a 24 Credit Diploma

1. ~~Beginning the 2024-25 school year, i~~If a student has completed the required core credits (18.5) and at least 5.5 elective credits for a 24-credit diploma, the student will be transferred to Sunrise High School to receive this 24-credit High School Diploma. The student may participate in graduation ceremonies with Sunrise High School if desired but will not be part of BEHS or BRHS graduation ceremonies.

2. A special education eligible student may earn a 24-credit diploma if it is determined by their IEP team that their disability requires special graduation requirements. Special Education students receiving special graduation accommodations will be eligible to walk with their school of attendance.

POLICY 4065

Alternative High School Graduation Requirements

A. The District's curriculum shall at least meet the minimum requirements of state law and State Board rules. Those minimum requirements are to contain the essential elements of each subject at appropriate grade levels. The essential elements represent the core knowledge, skills, and competencies all students should learn to be effective and productive members of society. The District may add elements at its discretion but shall not delete or omit instruction in the essential elements.

B. In addition, the District shall provide character education in connection with regular schoolwork, through an integrated curriculum approach. Instruction in this area shall emphasize honesty, temperance, morality, courtesy, obedience to law, respect for and an understanding of the constitutions of the United States and the state of Utah, the essentials and benefits of the free enterprise system, respect for parents and home, and the dignity and necessity of honest labor and other skills, habits, and qualities of character which will promote an upright and desirable citizenry and better prepare students for a richer, happier life.

   Utah Code § 53G-10-204 (2022)

C. All students awarded a High School Diploma from the alternative high school in Box Elder School District shall complete the minimum 24 credits required as required by the Utah State Board of Education and Box Elder School District and the following minimum requirements during grades 9-12:

   1. Number of Credits Required

      a. Language Arts (4.0 credits)

         1) Ninth grade level (1.0 ~~unit of~~ credit);

         2) Tenth grade level (1.0 ~~unit of~~ credit);

         3) Eleventh grade level (1.0 ~~unit of~~ credit);

         4) Twelfth grade level (1.0) ~~unit of~~ credit) consisting of applied or advanced Language Arts credit, consistent with the student's Plan for College and Career Readiness, from a list of courses approved by the Board of Education and the State Board of Education, which courses ~~from the list of State Board-approved courses consistent with the student's PCCR.~~

a) Are within the field or discipline of language arts, with a significant portion of instruction aligned to language arts content, principles, knowledge, and skills;

b) Provide instruction that leads to student understanding of the nature and disposition of language arts;

c) Apply the fundamental concepts and skills of language arts

d) Provide developmentally appropriate content; and

e) Develop skills in reading, writing, listening, speaking, and presentation.

5) A student may receive up to 0.5 credit for Language Arts for a course or school-sponsored activity emphasizing verbal communication during any year from grade 9 to 12.

2. Mathematics (3.0 credits)

a. Secondary Math I (1.0 ~~units of~~ credit);

b. Secondary Math II (1.0 ~~unit of~~ credit);

c. Secondary Math III (1.0 ~~unit of~~ credit).

1) With a written request from the student's parent or guardian, a ~~S~~students may opt out of Secondary Mathematics III ~~with written parent request~~. ~~If an opt-out is requested, the third mathematics credit shall come~~ In that case, the student shall successfully complete another mathematics course from among the advanced and applied mathematics courses ~~from~~ on the ~~list of~~ State Board of Education's list of approved mathematics courses.

2) 7th and 8th grade students may earn credit for one of the mathematics foundation courses before 9th grade, consistent with the student's Plan for College and Career Readiness and if at least one of the following criteria are met:

a) The student is identified as gifted in mathematics in accordance with the procedures outlined in State Board of Education Rule R277-707;

b) The student is dual enrolled at the middle school or junior high school and the high school;

c) The student qualifies for promotion one or two grade levels above the student's age group and is placed in 9th grade; or

d) The student takes the State Board of Education competency test in the summer prior to 9th grade and earns high school graduation credit for the course.

3) For other students (than those in the prior section) who earn credit for a foundation course before 9th grade, the student shall still fill the required 3.0 units of credit by successful completion of other mathematics courses approved by the State Board of Education, consistent with the student's Plan for College and Career Readiness, which courses

a) Are within the field or discipline of mathematics with a significant portion of instruction aligned to mathematics content, principles, knowledge, and skills;

b) Provide instruction that leads to student understanding of the nature and disposition of mathematics;

c) Apply the fundamental concepts and skills of mathematics;

d) Provide developmentally appropriate content; and

e) Include the Standards for Mathematical Practice as listed in the Utah secondary mathematics core.

d. A student who successfully completes a Calculus course with a "C" grade or better has completed mathematics graduation requirements regardless of the number of mathematics credits earned.

3. Science (3.0 credits) including

a. ~~at a minimum,~~ two credits from the five science foundation areas:

1) Earth Systems Science (1.0 ~~unit of~~ credit) from the following:

a) Earth Science; or

b) Advanced Placement Environmental Science

2) Biological Science (1.0 ~~unit of~~ credit) from the following:

a) Biology

b) Biology: Agricultural Science and Technology

c) Advanced Placement Biology or

d) Biology with Lab Concurrent Enrollment

3) Chemistry (1.0 ~~unit of~~ credit) from the following:

a) Chemistry

b) Advanced Placement Chemistry or

c) Chemistry with Lab Concurrent Enrollment

4) Physics (1.0 ~~unit of~~ credit) from the following:

a) Physics

b) Advanced Placement Physics (1, 2, D: Electricity and Magnetism, or C: Mechanics) or

c) Physics with Lab Concurrent Enrollment

5) Computer Science (1.0 ~~unit of~~ credit) from the following:

a) Advanced placement Computer Science

b) Computer Science Principles or

c) Computer Programming 2 and

6) 1.0 additional ~~unit of~~ credit, consistent with the student's Plan for College and Career Readiness, from the foundation courses or a list of ~~the~~ applied or advanced science courses approved by the ~~from the list of~~ State Board of Education, which ~~approved~~ courses

a) Are within the field or discipline of science with a significant portion of instruction aligned to science content, principles, knowledge, and skills;

b) Provide instruction that leads to student understanding of the nature and disposition of science;

c) Apply the fundamental concepts and skills of science;

d) Provide developmentally appropriate content;

e) Include the areas of physical, natural, or applied sciences; and

f) Develop students' skills in scientific inquiry.

4. Social Studies (3.0 credits) including

   a. Geography for Life (0.5 ~~units of~~ credit);

   b. World Civilizations (0.5 ~~units of~~ credit);

   c. U.S. History (1.0 ~~unit of~~ credit);

   d. U.S. Government and Citizenship (0.5 ~~units of~~ credit);

   e. Elective Social Studies (0.5 ~~units of~~ credit)

   f. Successful completion of the basic civics test unless the student qualifies for an alternative assessment as provided for by the Utah State Board of Education. (See Policy 4061 Curriculum: American Heritage)

5. Arts (1.5 credits) from any of the following areas:

   a. Visual Arts

   b. Music

   c. Dance

   d. Theater

   e. Media Arts

6. Health Education (0.5 ~~units of~~ credit)

7. Physical and Health Education (1.5 ~~2.0~~ credits)

   a. Participation Skills (0.5 ~~units of~~ credit)

   b. Fitness or Swim for Life (0.5 ~~units of~~ credit)

   c. Individualized Lifetime Activities (0.5 ~~units of~~ credit)

1) Team sport/athletic participation ~~A maximum of~~ (may earn 0.5 ~~units of~~ credits per sport up to a maximum of 1.0 credit ~~can be earned for team sport/athletic participation~~ with school approval to replace Participation Skills and Individualized Lifetime Activities). USBE Physical Education Guidelines

8. Career & Technical Education (1.0 credit) from among the following areas:

   a. Agriculture, Food and Natural Resources

   b. Architecture and Construction

   c. Arts, Audio/Visual Technology and Communications

   d. Business, Finance and Marketing

   e. Computer Science and Information Technology

   f. Education and Training

   g. Engineering and Technology

   h. Health Science

   i. Hospitality and Tourism

   j. Human Services

   k. Law, Public Safety, Corrections and Security

   l. Manufacturing

   m. Transportation, Distribution, and Logistics

9. ~~Computer Technology or qualifying~~ Digital Studies ~~course~~ (0.5 credit) from among the following areas: (USBE Digital Studies Approved Courses)

   a. Business Office Specialist

   b. Computer Programming I

   c. Computer Science Principles

   d. Digital Business Applications

e. Exploring Computer Science or

f. Web Development

10. General Financial Literacy (0.5 credit)

11. Library Media Skills (integrated into the subject areas)

Utah Admin. Rules R277-700-6(3), (4) (June 7, 2024)

D. TOTAL CREDIT AVAILABLE – 36.0 credits

1. TOTAL CREDITS REQUIRED FOR GRADUATION - 24.0 credits

a. TOTAL REQUIRED CORE CREDITS - 18.5 credits

b. REQUIRED ELECTIVE CREDITS – MINIMUM - 5.5

E. Additional Provisions

1. The District may modify a student's graduation requirements to meet the unique educational needs of the student if the student has a disability and the modifications to graduation requirements are made through the student's IEP.

2. A student may be awarded a certificate of completion if they meet 1 (one) of the following criteria:

a. the student has a disability and has completed their senior year and is exiting the school system; however, has not met the State and District requirements for graduation, but has met the goals set forth by the student's IEP, or

b. the student was enrolled throughout and has completed their senior year, is exiting the school system, has not met the State and District requirements for graduation, and made a sincere effort to complete high school as determined by school administration.

Utah Admin. Rules R277-700-6(24) (June 7, 2024)

3. College and Career Readiness Mathematics Competency

a. A student who is pursuing a college degree after graduation is encouraged to take a full year mathematics course during the student's senior year unless the

student has, before the beginning of the senior year, met one of the following requirements:

1) A score of 3 or higher on an Advanced Placement (AP) calculus AB or BC exam;

2) A score of 3 or higher on an Advanced Placement (AP) statistics exam;

3) A score of 5 or higher on an International Baccalaureate (IB) higher level math exam;

4) A score of 50 or higher on a College Level Exam Program (CLEP) pre-calculus or calculus exam;

5) A score of 26 or higher on the mathematics portion of the American College Test (ACT) exam;

6) A score of 640 or higher on the mathematics portion of the Scholastic Aptitude Test (SAT) exam; or

7) A "C" grade or higher in a concurrent enrollment mathematics course that satisfies a state system of higher education quantitative literacy requirement.

b. A non-college degree seeking student shall complete appropriate math competencies for the student's career goals as described in the student's Plan for College and Career Readiness.

4. Students qualify for a diploma upon completion of all required credits. The opportunity to participate in graduation exercises is a privilege and may be based on behavior/citizenship.

~~5. These graduation requirements are consistent with State (USBE) requirements.~~

F. A student desiring a 24-credit diploma:

1. If a student has completed the required core credits (18.5) and at least (5.5) elective credits for a 24-credit diploma, the student will be transferred to Sunrise High School to receive this 24-credit High School Diploma. The student may participate in graduation ceremonies with Sunrise High School if desired but will not be part of BEHS or BRHS graduation ceremonies.

2. A special education eligible student may earn a 24-credit diploma if it is determined by their IEP team that their disability requires special graduation requirements.

Special Education students receiving special graduation accommodations will be eligible to walk with their school of attendance.

POLICY 4103

Academic Grading and Citizenship Marks for Grades 8-12

A. Definitions (See Policy 1250 Professional Learning Communities)

1. Formative Assessments is a process of checking student understanding during learning, providing feedback to both students and teachers to improve instruction and learning. It focuses on ongoing progress and adjustments, unlike summative assessments which evaluate learning at the end of a unit or course.

2. Extensions refer to the strategies and activities designed to extend and enrich the learning of students who have already demonstrated mastery of the core curriculum.

3. Interventions are strategies and supports implemented when students are not meeting learning goals. They are designed by teachers to address specific gaps in learning and help students achieve mastery.

4. Summative Assessments is a method of evaluation conducted at the end of a learning unit or period to determine a student's overall understanding and achievement. It's used to summarize what a student has learned and how well they have mastered the material covered.

B. Academic Grading

~~1. Student work and assessments will be based on standards from the Utah State Curriculum.~~

2. Grades on report cards will accurately reflect students' academic proficiency in relation to ~~course standards~~ the Utah Core Curriculum Standards provided by the Utah State Board of Education.

3. Academic g~~G~~rades will be determined based on the Box Elder School District Secondary grading scale.

   a. All grades with percentages within .5 of the numeric cutoffs will be rounded up to that number.

Letter	Numeric
A	93
A-	90
B+	87
B	83
B-	80
C+	77
C	73
C-	70
D+	67
D	63
D-	60
F	0 - 59.49

4. Student ~~proficiency is~~ grades will be measured ~~in~~ through a variety of summative independent methods; ~~of ways~~ including assessments, projects, reports, tests, observations, ~~discussions~~ and performance tasks, etc.

    a. Practice assignments and common formative assessments throughout the learning process will be given, placed in gradebook for students and parents to see but not counted on the student's grade. Feedback on these assignments/formative assessments will be given in a timely manner to help students better prepare for the summative assessments.

5. Following summative assessments, a~~A~~dditional opportunities for all students to demonstrate increased proficiency will be provided by the teacher in a timely manner through interventions and extensions throughout the trimester~~, interventions and remediation~~.

    a. Students may qualify for these additional opportunities until the end of the trimester by demonstrating to the teacher that they have acquired new learning through remediation or additional practice since their most recent assessment opportunity. Students should not delay seeking these additional opportunities to improve or extend their learning.

    b. Teacher teams will determine and will communicate with students what is needed to re-take summative assessments. This process should be listed on the teacher's class disclosure per Policy 4077 Course Disclosure Statements - Secondary.

c. In situations involving unforeseen circumstances, a teacher may give the student an incomplete grade at the end of the trimester which grants the student two additional weeks to retake the desired summative assessment.

d. When intervention opportunities are provided within the school day, identified students will be required to participate.

e. Additional opportunities include re-doing assignments or re-taking quizzes and tests following an intervention in a timely manner.

f. Extra credit will not be included in the academic grade.

~~C. Attendance, tardies and behavior will not be included in the academic grade.~~

D. Citizenship Marks

1. Each student will receive a citizenship mark at the end of each trimester from their teacher that will describe how well they did in the areas of classroom behavior, work completion, following classroom expectations and attendance including tardies.

2. Students will receive a citizenship mark as follows:

   a. H: Honors

   b. S: Satisfactory

   c. N: Needs Improvement

   d. U: Unsatisfactory

3. Cheating and Plagiarism

   a. Students should be honest and submit work on assessments and assignments that represents their own current knowledge and understanding of a standard or topic.

   b. A teacher may not assign an “F” solely due to cheating or plagiarism under this policy. The student should be disciplined according to school behavior policies and given a chance to demonstrate content mastery through a valid, original assessment/assignment.

c. A student's citizenship mark should be lowered for this type of behavior.

4. Administrators may also issue an administrative U for inappropriate behavior at general school functions occurring before, during, or after school hours.

5. Unsatisfactory Citizenship marks that are not remediated may result in consequences that limit participation in school activities including extracurricular activities and graduation ceremonies.

   a. Each school will communicate these limitations to all students including methods and deadlines on how to remediate unsatisfactory citizenship marks.

E. Reporting

1. Report cards will be issued a minimum of three times each school year.

2. Student proficiency data will be updated within a week of giving an assessment ~~weekly~~ using the electronic grade book.

3. Students and parents will be informed by their teacher within 72 hours, ~~as soon as~~ if possible when a student's academic performance drops to a D or F, or their citizenship mark becomes a U~~, citizenship, or behavior becomes unsatisfactory or shows a marked or sudden decline~~. Phone calls and emails from teachers are the best methods to communicate these declines.

4. Parents are highly encouraged to regularly check their child's progress on the Student Passport Website and to reach out to their child's teachers with concerns or questions in a timely manner.

~~F. Interventions~~

~~1. Interventions (re-teaching) will be provided when a student performs below proficiency.~~

~~G. Homework~~

~~*See Box Elder School District Policy 4100 Homework~~

1. ~~Non-content related material will not be used as additional opportunities to demonstrate increased proficiency~~

2. ~~Service opportunities (activities) will be counted in the Life Skills or Citizenship categories and not the academic grade.~~

POLICY 4105

Sex Education

A. The following definitions apply in this policy:

1. “Curriculum materials review committee (committee)" means a committee formed at the District or school level, as determined by the Board of Education, that includes parents, health professionals, school health educators, and administrators, with at least as many parents as school employees. The membership of the committee shall be appointed and reviewed annually by August 1 of each year by the Board, shall meet on a regular basis as determined by the membership, shall select its own officers and shall be subject to the Utah Open and Public Meetings Act.

2. Sex education instruction or instructional programs” means any course material, unit, class, lesson, activity or presentation that, as the focus of the discussion, provides instruction or information to students about sexual abstinence, human sexuality, human reproduction, reproductive anatomy, physiology, pregnancy, marriage, childbirth, parenthood, contraception, HIV/AIDS or other sexually transmitted diseases, or refusal skills. While these topics are most likely discussed in such courses as health education, health occupations, human biology, physiology, parenting, adult roles, psychology, sociology, child development, and biology, this rule applies to any course or class in which these topics are the focus of discussion.

3. “Refusal skills” means instruction

    a. in a student’s ability to clearly and expressly refuse sexual advances (by a minor or by an adult),

    b. in a student’s obligation to stop the student’s sexual advances if refused by another individual,

    c. informing a student of the student’s right to report and seek counseling for unwanted sexual advances,

    d. in sexual harassment, and

    e. informing a student that a student may not consent to criminally prohibited activities or activities for which the student is legally prohibited from giving

consent, including the electronic transmission of sexually explicit images by an individual of the individual or another.

4. "Maturation education" means instruction and materials used to provide fifth grade students with age appropriate, medically accurate information regarding the physical and emotional changes associated with puberty, to assist in protecting students from abuse and to promote hygiene and good health practices.

5. "Medically accurate" means verified or supported by a body of research conducted in compliance with scientific methods and published in journals that have received peer review and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, such as the American Medical Association.

Utah Admin. Rules R277-474-2 (November 7, 2023)
Utah Code § 53G-10-402(1) (2024)
Utah Code § 53G-10-403 (2019)

B. Sex Education Instruction Requirement

1. Subject to parental permission, a student shall receive sex education instruction on at least two occasions during the period that begins with the beginning of grade 8 and ends with the end of grade 12.

Utah Code § 53G-10-402(3)(a) (2024)

C. Parental Notification and Permission Form Required for Participation

1. Students may not participate in any sex education instruction or instructional program unless, before the student's participation, the school has on file for that student a completed parental notification form relating to that specific instruction or program which indicates that the student's parent authorizes the student to participate. The form shall

   a. explain a parent's right to review proposed curriculum materials in a timely manner.

   b. request the parent's permission to instruct the parent's student in identified course material related to sex education or maturation education,

c. allow the parent to exempt the parent's student from attendance from a class period where the identified sex education or maturation instruction is presented and discussed,

d. be specific enough to give parents fair notice of topics to be covered, and
e. include a brief explanation of the topics and materials to be presented and provide a time, place and contact person for review of the identified curricular materials.

2. Completed permission forms shall be maintained in the student's education records for a reasonable period.

Utah Code § 53G-10-402(4)(a) (2024)
Utah Code § 53G-10-403 (2019)
Utah Admin. Rules R277-474-2(8) (November 7, 2023)
Utah Admin. Rules R277-474-5(9) (November 7, 2023)

3. A student may refrain from participation in sex education or maturation education based on religious belief or right of conscience consistent with Policy 4066 Curriculum: Religious Neutrality.

Utah Admin. Rules R277-474-5(11) (November 7, 2023)
Utah Code § 53G-10-205 (2023)

D. Health and Sex Education Guidelines

1. All health and sex education shall stress the importance of abstinence from all sexual activity before marriage and fidelity after marriage as methods of preventing sexually transmitted diseases. The curriculum and education shall also stress personal skills that encourage individual choice of abstinence and fidelity in marriage.

2. At no time may instruction be provided, including responses to spontaneous questions raised by students, regarding any means or methods that facilitate or encourage the violation of any state or federal criminal law by a minor or an adult.

3. Nothing in this policy precludes an educator from responding to a spontaneous question provided that the response is consistent with this policy.

Utah Code § 53G-10-402(2)(b), (e)(i) (2024)

4. The following may not be taught in District schools:

   a. The intricacies of intercourse, sexual stimulation, or erotic behavior;

   b. The advocacy of premarital or extramarital sexual activity; or

   c. The advocacy or encouragement of the use of contraceptives methods or devices.

      Utah Admin. Rules R277-474-3(1) (November 7, 2023)
      Utah Code § 53G-10-402(2)(b)(iii) (2024)

   d. The District may, under curriculum adopted in accordance with this policy, provide instruction which includes information about contraceptive methods or devices and which stresses effectiveness, limitations, risks, and information on state law applicable to minors obtaining contraceptive methods or devices.

      Utah Code § 53G-10-402(2)(b)(iv) (2024)
      Utah Admin. Rules R277-474-3(2) (November 7, 2023)

E. Sexual Abuse Prevention and Awareness

1. Schools in the District may provide instruction to elementary school students on child sexual abuse and human trafficking prevention and awareness using the instructional materials approved by the State Board of Education for that purpose. However, before an individual student may receive this instruction, the student's parent must be notified in advance of the instruction and the content of the instruction and of the parent's right to have the student excused from the instruction, given an opportunity to review the instruction materials, and be allowed to be present when the instruction is delivered. A parental permission form (as outlined above) must be received for each student before that student receives the instruction. Upon the written request of a parent, a student shall be excused from the instruction.

   Utah Code § 53G-9-207(4), (5) (2024)

F. Instructional Staff Training and In-service

1. District staff who have responsibility for some aspect of sex education instruction in the District may include administrators, teachers, counselors, teacher's assistants, or coaches, but are not necessarily limited to those categories.

2. In their first year of service or assignment, all newly hired or newly assigned District staff who have responsibility for any aspect of sex education instruction in the District will attend a State-sponsored in-service outlining the sex education curriculum and the criteria for sex education instruction in any courses offered in the public education system.

3. All District staff who have any responsibility for any aspect of sex education instruction in the District will attend District training outlining the sex education curriculum and the criteria for sex education instruction in any courses offered in the public education system at least once every three years.

Utah Admin. Rules R277-474-3(5) (November 7, 2023)
Utah Admin. Rules R277-474-5(1), (2) (November 7, 2023)

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) (November 7, 2023)
Utah Admin. Rules R277-474-5(3), (4), (5) (November 7, 2023)

H. Review of Guest Presentations Relating to Sex Education

1. Before any guest speaker or guest presenter may present any information in any District course relating to sex education instruction, the speaker and presenter and the materials to be presented must have been approved by the District Sex Education Curriculum Materials Review Committee.

2. The committee shall not authorize the use of any sex education instructional program which has not been previously approved for use in the District as set forth below regarding curriculum approval.

   Utah Admin. Rules R277-474-5(5)(c), (6) (November 7, 2023)

I. Adoption of District Sex Education Instructional Materials

1. The Board of Education shall approve the sex education instructional materials which will be used in the District. The Board shall request that the District Sex Education Curriculum Materials Review Committee provide recommendations regarding the sex education instructional materials to be used in the District. Such recommended materials must be medically accurate and must be consistent with the Health and Sex Education Guidelines set forth above. Following recommendations from the Review Committee, the Board shall consider whether to adopt recommended materials at a public meeting which includes a public hearing on the issue. The proposed materials shall have been made available for review by residents of the District a reasonable time in advance of the meeting. Prior notice of the meeting shall be given to parents of students who attend District schools and parents shall be given an opportunity to express their views on the materials at the meeting. If a majority of the Board members present vote to adopt the recommended materials, then the materials may be used in the District. Following adoption of the materials, a resident of the District may appeal regarding the content of the materials by submitting a written appeal to the Board which specifically explains the resident's objections or concerns regarding the materials. The Board shall refer the appeal to the District Sex Education Curriculum Materials Review Committee for recommendations regarding the response to the appeal. The Board shall review the Committee's recommendations and then determine what action, if any, is appropriate.

2. Following adoption of sex education instruction materials which have not previously been approved by the State Instructional Materials Commission, the Board shall report such adoption to the State Board of Education. That report shall provide a copy of the materials, documentation of the adoption of the materials at the Board meeting, documentation that the materials are medically accurate, documentation of the committee recommendations, and the Board's rationale for adopting the materials.

3. The Board of Education shall annually review the decision to adopt the sex education instructional materials used in the District, and shall consider whether to continue use of those materials. The Board's review shall include data for each county that the District is located in regarding teen pregnancy, child sexual abuse, and sexually transmitted diseases and infections, and also shall include data on the number of pornography complaints or other instances reported within the District.

   Utah Code § 53G-10-402(2)(g)(ii), (h), (8) (2024)
   Utah Admin. Rules R277-474-6 (November 7, 2023)

J. Monitoring of Sex Education Instruction

1. Each school in the District shall log and track all parental or community complaints and comments resulting from student participation in sex education instruction in the school, including disposition of any complaints made. This information shall be provided to District administration monthly during the school year.

2. District administration shall compile and maintain records of parental or community complaints and comments resulting from student participation in sex education instruction in the District, including disposition of complaints, and shall provide that information to the State Superintendent upon request.

   Utah Admin. Rules R277-474-5(10) (November 7, 2023)
   Utah Admin. Rules R277-474-7(3) (November 7, 2023)

POLICY 4185

Use Of Video/Digital Media Materials

A. Digital media should be used legally and appropriately to achieve educational objectives.

1. Rented or privately owned digital media: All District employees must comply with federal copyright laws, as well as publisher licensing agreements. Rented or privately owned digital media may only be shown in the classroom provided that the media's producer or distributor has granted a "fair use" exception and that the following "fair use" requirements are satisfied:

    a. The digital media must be shown in the course of face-to-face teaching activities in a classroom or similar place devoted to instruction and be directly related to the curriculum and lesson objectives.

2. Programs from the internet or television: Educators showing programs from the internet or television for instructional purposes must follow the copyright conditions provided by the producer of the program.

3. Appropriate use of digital media:

    a. Educators bear responsibility to ensure that educational activities and support materials are relevant to the curriculum, appropriate for the age and maturity of students, and consistent with specific educational objectives and compliant with all related policies.

    b. District and state approved digital media (available through the District media contact) constitute a primary resource of digital support materials and should be considered first by teachers who want to use digital media in the classroom.

    c. Educators planning to use any digital media not approved by the Utah Instructional Media Consortium shall preview the entire product prior to showing the digital media in the classroom.

    d. Educators shall obtain the written approval of the administrator prior to showing a full length movie or episode at least one week prior to the date of the intended showing.

e. Upon receiving approval from the administrator, educators may show the full length movie or episode in a classroom according to the following guidelines:

   1) Media with a G rating may be shown to any grade K-12 with teacher discretion.

   2) Media with a PG rating may be shown in grades K-12 with administrator approval and parent notification as outlined in the policy.

   3) Media with a PG-13 rating may only be shown to students in grades 8-12 with administrator approval and parent notification as outlined in this policy.

   4) No movie, or digital media or excerpt from a movie, digital media with an "R," "NC 17," or "X" rating will be shown for any purpose in Box Elder School District schools. Educators permitting the viewing of such materials by students are subject to disciplinary action including termination.

   5) No video game with a rating of T, M, or AO may be accessed for any school sponsored activity in grades K-7. No video game with a rating of M, or AO may be accessed for any school sponsored activity in grades 8-12.

   6) Notification to parents could be included in the disclosure provided for the course

f. If the digital media, movie, or episode is unrated but contains material that a parent might consider inappropriate for their student, or if the media carries a warning of parental discretion, administrator approval must be obtained and parents must be notified at least five school days prior to the media being shown.

g. Parents must be given the opportunity to withhold their student(s) from viewing any movie, episode, or digital media based on the notification guidelines listed above. If a student is excused from viewing the media, the educator must provide a meaningful alternative activity.

B. An educator, student or parent may seek review of a decision by the administrator by submitting a written appeal in accordance with the appeals process established at the school.

Request to Show Movie

Teacher _____ Class or

Course_____Date_____

Date Movie to be Shown _____ Movie Title

_____

MPG Rating _____ Movie Length _____Class time to be Used for

Movie_____ Where Movie Obtained

_____ Describe the

educational concept covered or to be addressed by the movie:

_____

_____

_____

_____

Describe the educational activities that have lead up to the movie:

_____

_____

_____

_____

Describe the educational activities to follow the movie:

_____

_____

_____

_____

Describe how the educational value and objectives of the movie will be assessed:

_____

_____

_____

Principal's Authorization

Approved: _____ **Signature: _____**

Policy 4188
Amended
October 9, 2019
First Reading
June 11, 2025

POLICY 4188

Service and Emotional Support Animals on School Premises

A. Access to Services, Programs and Activities

1. The Local Education Agency (LEA) has the goal of providing equal access to all services, activities and programs it offers. Students, employees or members of the public will not be denied access to services, programs or activities due to their legitimate use of a service animal.

2. LEA protocols for addressing the needs of those utilizing service animals are derived from 28 CFR Section 35, Utah Code Title 62A, Chapter 5b, and applicable published guidance from the U.S. Department of Justice.

3. The LEA shall impose legitimate safety requirements necessary for the safe operation of its services, programs, or activities. Those requirements must be based upon actual risks, not on mere speculation, stereotypes, or generalizations about people with disabilities.

B. Definitions

1. "Direct Threat" – A significant risk to the health and safety of others that cannot be eliminated by a modification to policies, practices or procedures, or by the provision of auxiliary aids or services.

2. "Disability" – As defined in 42 U.S.C. 12102 of the Americans with Disabilities Act, as may be amended in the future, and 28 CFR Section 36 of the Code of Federal Regulations, as may be amended in the future.

3. "Emotional Support Animal" (ESA) – A domesticated animal that is individually necessary for the emotional support, well-being, comfort, or companionship of an individual with a disability. The tasks performed by an ESA must be directly related to the individual's disability. Non-human primates are specifically excluded from this definition.

4. "Service Animal" – Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purpose of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. The provision of emotional support, well-being, comfort, or companionship does not constitute work or tasks for the purposes of this definition.

C. General Provisions

1. Other than service animals as defined above, or approved service animals in training granted facility access by the LEA, personally owned animals are not permitted at LEA facilities without the written consent of an LEA representative.

2. The LEA will reasonably modify its policies, practices or procedures to permit the use of a service animal by an individual with a disability.

3. Individuals with disabilities shall be permitted to be accompanied by their service animals in all LEA facilities where members of the public, participants in services, programs or activities, or invitees are permitted.

4. Students with disabilities shall be permitted to be accompanied by their service animals in all LEA facilities where students are permitted.

5. ~~The LEA may ask an individual with a disability to remove a service animal from its facilities if the animal is out of control and the animal's handler does not take effective action to control it.~~ A school administrator may ask an individual with a disability or the child's parents to remove a service animal from the school building, classroom, or from a school function if any one of the following circumstances occurs:

   a. The animal is out of control and the animal's handler does not take effective action to control the animal.

   b. if the animal poses a direct threat.

   c. The animal's presence fundamentally alters the nature of the service, program or activity.

6. If the school administrator is considering removal of a service animal, the administrator must contact the appropriate district director prior to the removal of the service animal. The director will determine if Risk Management should be contacted.

7. In the event a service animal is removed, excluded, or otherwise prohibited, the individual with a disability shall be given the opportunity to participate in the service, program, or activity at issue without the accompaniment of the service animal.

8. ~~The LEA may ask an individual with a disability to remove a service animal from its facilities if the animal is not housebroken.~~ Permitted service animals must be housebroken.

9. The owner or handler of the service animal shall be solely responsible for supervision and care of the service animal, including feeding, exercising, clean up, and stain removal.

10. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a leash, harness, or other tether would interfere with the animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

~~11. The LEA may ask an individual with a disability to remove a service animal from its facilities if the animal poses a direct threat.~~

12. Neither the LEA nor any of its employees are responsible for the care or supervision of a service animal, unless documentation exists specifically requiring such care or supervision by the LEA or its employees.

13. If the need for a service animal is not readily apparent, the animal's owner may be required to affirm that the animal is required because of a disability. Additionally, the animal's owner may be required to articulate what work or task the animal has been trained to perform.

14. A service animal's owner may be required to provide documentation indicating the service animal has been licensed in the jurisdiction(s) in which the owner resides. A

person accompanied by a service animal while on school property or at a school function is strongly encouraged to exhibit one of the following:

a. The animal's identification card;

b. The animal's service vest; or

c. Another form of identification sufficient to put others on notice that the animal is a service animal.

D. Miniature Horses

1. The LEA shall make reasonable modification in its policies, practices, or procedures to permit the use of a miniature horse by an individual with a disability if the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability.

2. In determining whether reasonable modifications in policies, practices, or procedures can be made to allow a miniature horse into a specific facility, the LEA may consider:

   a. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;

   b. Whether the handler has sufficient control of the miniature horse;

   c. Whether the miniature horse is housebroken; and

   d. Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary safe operation.

E. Service Animals in Training

1. As provided in Utah law, service animals in training shall be granted access to LEA facilities, buildings or areas that are accessible to any member of the public.

2. The LEA may establish reasonable procedures and guidelines governing the presence of service animals in training in its facilities, programs and services.

3. An LEA may decide whether it will allow service animals in training in any of its facilities, buildings or areas that are not accessible to any member of the public (e.g., student areas, classrooms, locker rooms, school libraries, buses, etc.)

4. An individual accompanied by a dog in training is liable for any and all damages to property or injuries to persons caused by the service animal in training ~~loss or damage the dog causes to the school premises~~.

   a. *Utah Code § 26B-6-803(3) (2023)*

F. Emotional Support Animals (ESA) in an Educational Setting

1. In an educational context (i.e., a request by a student), the use of an Emotional Support Animal (ESA) (sometimes referred to as a "comfort animal") may be considered a request for a reasonable modification of LEA policies, practices or procedures under Title II of the Americans with Disabilities Act (ADA).

2. An LEA may choose to allow ESAs in its facilities, programs or activities. (Such a designation should be in a published policy.)

3. A request for the use of an ESA must be supported by recent, reliable, objective medical documentation.

4. Only domesticated animals may be considered as an ESA.

5. Documentation regarding an ESA may be required to address legitimate safety requirements necessary for the safe operations of an LEA's programs, services, or activities.

G. Service Animals and Emotional Support Animals in the Employment Setting

1. In the employment context (i.e., a request by an employee) the use of a service or an emotional support animal may be considered a request for accommodation under Title I of the Americans with Disabilities Act.

2. If the use of a Service Animal in the employment setting is to mitigate physical barriers or to ensure equal access to programs, buildings or facilities, the service

animal should be permitted in accordance with the guidance for service animals published by the US Department of Justice.

3. If the use of a service animal or an emotional support animal is requested for reasons other than barrier removal or equal access to programs, buildings or facilities, the request should be supported by recent, reliable, objective medical documentation, and the employee and the LEA should engage in the ADA interactive process.

H. Unique Circumstances or Requests

1. Circumstances or requests requiring special consideration shall be reviewed by the LEA Risk Coordinator in consultation with other appropriate LEA personnel (e.g., Section 504 Coordinator, ADA Coordinator, etc.).

2. The LEA Risk Coordinator shall coordinate with State Risk Management prior to denying a service animal, a miniature horse, a service animal in training, or an ESA access to any LEA facility, service, program or activity.

Policy 5036
Adopted
October 12, 2020
First Reading
June 11, 2025

POLICY 5036

Admissions and Attendance: Determining Daily Attendance

A. Student Attendance for In-Person Instruction

1. Daily attendance for students receiving instruction in person shall be determined through attendance checks performed and recorded by the school at least once each day.

    a. In grades pre K-5th, daily attendance will be recorded by the classroom teacher in the district's student information system within the first 30 minutes of each day ~~during the morning, before 10:00 a.m. or in accordance with procedures of the individual school~~.

    b. In grades 6th-12th daily attendance will be recorded by the classroom teacher in the district's student information system within the first 20 minutes ~~at the beginning~~ of each class period.

B. Student Attendance for Live-Online Instruction

1. Daily attendance for students receiving instruction online in real time shall be determined through attendance checks performed during each day of online instruction and recorded by the school.

    a. In Grades K-5th daily attendance will be recorded by the online teacher. Attendance requirements will be to login to the online classroom during the morning within 30 minutes of the daily start time ~~before 9:00 a.m~~.

C. Student Attendance for Online Instruction

1. Daily attendance for students receiving instruction online but not in real time (including competency- based instruction) shall be determined through records of the student's online activity in the instructional materials and resources, based on the student's login, and interaction with the teacher.

    a. In Grade 6, daily attendance will be recorded by a district employee. Attendance requirements will be to log into Canvas and complete modules and assessments of online course work.

b. In Grades 7th -12th daily attendance will be recorded by a district employee. Attendance requirements will be to log into Edgenuity and complete modules and assessments of online course work.

2. All online teachers will correspond with students in some way at least once every ten consecutive school days i.e. email, text, zoom, telephone, face-to-face or other communication opportunities.

POLICY 5066

Students with Potentially Life Threatening Allergies

A. Parent's Responsibility

1. The student's parent has the primary duty to inform school authorities about the child's potentially life threatening medical condition(s) upon registration of the child or upon medical diagnosis of the medical problem. Therefore, the student's parent or guardian shall:

   a. Annually notify, in writing, the school of the child's allergies and, if not already on file with the school, provide written medical providers ~~physicians~~ verification of the child's allergies.

   b. Work with the school to develop a plan that accommodates the child's needs, including an Allergy Emergency Response Plan. In the case of a child's potentially life threatening food allergy, develop a Student Food Allergy Action Plan with the appropriate school staff.

   c. Provide written documentation, instructions, and medications as directed by a medical providers ~~physicians~~, using the Allergy Emergency Response Plan as a guide. Include a current photo of the child on the written form.

   d. Provide properly labeled medications and replace medications after use or upon expiration.

   e. Educate the child in self-management of their allergy, including, where applicable:

      1) Safe and unsafe foods;

      2) Strategies for avoiding exposure to unsafe foods, including how to read food labels (age appropriate);

      3) Symptoms of allergic reactions;

      4) How and when to tell an adult that the child may be having an allergy-related problem.

f. Review the Student Food Allergy Action Plan and Allergy Emergency Response Plan with the appropriate school staff, the child's medical providers ~~physicians~~, and the child (if age appropriate) after a reaction has occurred.

g. Provide emergency contact information, including the name, phone number, fax number, and address of the student's treating medical providers ~~physicians~~.

B. School's Responsibility

1. Registration procedures shall inquire as to whether or not a student has medical problems of which the school should be aware.

2. Review the health records and/or information submitted by parents and medical providers ~~physicians~~.

3. In developing a reasonable accommodation of the student with a potentially life-threatening food allergy, the following guidelines are recommended:

a. The school principal or principal's designee, classroom teacher(s), the parent(s), the student (as age appropriate) and a District nurse or other qualified person should develop the Student Food Allergy Action Plan. Other persons may be involved as determined to be necessary. In addition, the child's medical providers ~~physicians~~ should review the Student Food Allergy Action Plan.

b. Consideration in the Student Food Allergy Plan shall be given to:

1) Elimination, whenever reasonably feasible, of allergens from meals, educational tools, arts and craft projects, and incentives;

2) Education of the student, parent, community, staff, and food handlers;

3) Appropriate standards of hygiene and maintenance for facilities and students;

4) Classroom and school routines in light of the age, maturity, and ability of the student, and expectations regarding personal responsibility;

5) Emergency procedures and preparation for such;

6) Procedure to be followed should a "dangerous" food product be brought to the classroom.

c. Provide copies of the Allergy Emergency Response Plan to all staff who interact with the student on a regular basis, including substitute teachers.

d. Enforce a “no eating” policy on school buses with exceptions made only to accommodate students with special nutritional needs.

4. Review the Student Food Allergy Action Plan and Allergy Emergency Response Plan with parent or guardian, student (as age appropriate) and medical providers ~~physicians~~ after a reaction has occurred at school or a school-related activity, and consider whether the plans need to be modified.

C. Emergency Injection for Anaphylaxis

1. In addition to students with known, potentially life-threatening allergies who have specific prescriptions for medication to respond to reactions, the following addresses the use of stock medications to treat reactions in others.

2. This policy does not create a duty or standard of care for a person to be trained in the use and storage of epinephrine auto-injectors, nor does it create a duty on the part of the District or a school to store epinephrine auto-injectors at a school (apart from the obligation to make an auto-injector available to trained individuals as set forth below). A decision to complete the training program described below and to make epinephrine auto-injectors available for emergency medical situations is voluntary. A school, school board, or school official may encourage a teacher or other school employee to volunteer for such training. A school, the school board, or a school official may not prohibit or dissuade a school employee from (a) being trained in use and storage of epinephrine auto-injectors, (b) possessing or storing an epinephrine auto-injector on school premises (if the employee is a qualified adult and the possession and storage is in accord with training), or (c) administering an epinephrine auto-injector (if the employee is a qualified adult and the administration is in accord with training).

Utah Code § 26B-4-406 (2023)

3. Each primary and secondary school shall make initial and annual refresher training regarding the storage and emergency use of an epinephrine auto-injector available to any interested teacher or other school employee, who is at least eighteen (18) years of age, who volunteers for such training. The training may be provided by the school nurse, or other person qualified to provide such training, designated by the school district medical providers ~~physicians~~, the medical director of the local health department, or the local emergency medical services director.

a. A person who provides this training shall include instruction on:

1) Techniques for recognizing symptoms of anaphylaxis;

2) Standards and procedures for the storage and emergency use of an epinephrine auto-injector;

3) Emergency follow-up procedures, including calling the emergency 911 number and contacting, if possible, the student's medical providers ~~physicians~~ and a parent or guardian; and

4) Written materials covering the information provided during training.

4. The volunteers shall retain for reference the written materials covering the information provided during training.

Utah Code § 26B-4-406 (2023)

5. A teacher or other school employee who has received the above training regarding the storage and emergency use of an epinephrine auto-injector becomes a "qualified adult" and:

a. May obtain (along with the school nurse) from the school district medical providers ~~physicians~~, the medical director of the local health department, the local emergency medical services director, a medical providers ~~physicians~~, pharmacist, or any other person or entity authorized to prescribe or dispense prescribed medicines or drugs, a prescription for epinephrine auto-injectors;

b. May immediately administer an epinephrine auto-injector to a person exhibiting potentially life-threatening symptoms of anaphylaxis at school or a school activity when a medical providers ~~physicians~~ is not immediately available;

c. Shall initiate emergency medical services or other appropriate medical follow-up in accordance with the training materials after administering an epinephrine auto-injector.

6. Each primary or secondary school shall make an emergency epinephrine auto-injector available to any teacher or other school employee who is employed at the school and has become a "qualified adult." However, the school is not required to keep more than one emergency epinephrine auto-injector on the school premises so long as it may be quickly accessed by a teacher or other school employee who is a "qualified adult" in the event of an emergency.

Utah Code § 26B-4-406(5) (2023)
Utah Code § 26B-4-409 (2024)

7. A school may obtain a prescription for a supply of epinephrine auto-injectors for storage at the school and use by qualified adults if the school (a) designates an individual to complete an initial and annual refresher training program regarding the proper storage and emergency use of epinephrine auto-injectors and (b) stores the epinephrine auto-injectors according to Utah Department of Health standards.

   Utah Code § 26B-4-409(5) (2024)

8. The following, if acting in good faith, are not liable in any civil or criminal action for any act taken or not taken under the authority of § 26B-4-406 et seq. with respect to an anaphylactic reaction: (a) a "qualified adult," (b) a person who conducts training regarding the emergency use and storage of epinephrine auto-injectors, and (c) the District or its schools.

   Utah Code § 26B-4-410 (2024)

D. Student's Responsibility

1. The student will be proactive in the care and management of his or her food allergies and other reactions based upon the student's developmental level, including the following:

   a. Should not trade or share food, utensils, or containers with others;

   b. Should not eat anything with unknown ingredients or know to contain any allergen;

   c. Should notify an adult immediately if he or she eats something the student believes may contain the food to which he or she is allergic.

   d. Know the location of his/her epinephrine auto-injector, if applicable, or other emergency medications.

   e. Wash hands before eating.

E. Student Self-Administration of Epinephrine Auto-Injector or nasal spray

1. Under Policy 5065 Administration of Medication, elementary and middle school students are prohibited from carrying or self-administering medication on school premises except in certain limited circumstances. However, elementary and middle school students may possess or possess and self-administer epinephrine auto-injectors or nasal spray provided that the student's parent or guardian has previously provided the school with a signed written request and written health care provider approval.

2. The written request must state that the parent or guardian authorizes the student to possess or possess and use the epinephrine auto-injector or nasal spray while acknowledging that the student is responsible for, and capable of, possessing or possessing and self-administering the epinephrine auto-injector or nasal spray.

3. The health care provider approval must state that the provider finds that it is medically appropriate for the student to possess or possess and self-administer an epinephrine auto-injector or nasal spray and the student should be in possession of the epinephrine auto-injector or nasal spray at all times.

   Utah Code § 26B-4-407(4) (2023)

F. Medication Sharing Prohibited

1. No student is permitted to sell, share, or otherwise give to others any medication, prescription or non-prescription. Violations of this policy are subject to disciplinary action under the school's drug policies.

G. Resource Materials for Training

1. Training materials and information, along with other resource material relating to emergency administration of epinephrine, are available at the following:

A Shot to Live, http://medicine.utah.edu/pediatrics/ashottolive/

Get Trained, http:/www.nasn.org/ToolsResources/FoodAllergyandAnaphylaxis/GetTrained

POLICY 5350

Student Complaints - Resolution

A. Purpose

1. The purpose of this policy is to facilitate prompt and equitable resolution of student complaints, including those involving student acceleration or retention (see Policy 4040 Acceleration Retention of Students), alleging discrimination on the basis of race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status at the appropriate level.

B. Exclusions

1. Student complaints regarding instructional materials, removal to alternative education programs, expulsion, prior review of non-school materials intended for distribution to students, or special education appeals are covered by separate procedures. Student complaints relating to sexual harassment (which is on form of sex discrimination) are addressed using the procedure in Policy 5275 Title IX Sexual Harassment instead of the procedure in this policy. (Student complaints about other forms of sex discrimination can be raised under this policy.)

C. Aggrieved Students

1. A student aggrieved by a violation of a constitutional, statutory, or common law right, or a violation of a rule adopted by the State Board of Education or a policy adopted by the Board shall be afforded a hearing in accordance with applicable law and as provided in this policy. However, this provision shall not be construed to create an independent right to a hearing before the Board in addition to hearings required by law.

D. Presentations and Hearings

1. In most circumstances, students shall be entitled to administrative conferences and informal presentations of the complaint to the Board as outlined in this policy.

E. Representation

1. The student may be represented by an adult at any level of the complaint.

2. If the complaint involves a problem with a teacher, the student shall in most circumstances be expected to discuss the matter with the teacher before requesting a conference with the principal at Level One.

F. Level One

1. A student who has a complaint shall request a conference with the principal within ten calendar days of the time the student knew, or should have known, of the event or series of events causing the complaint. The principal shall schedule and hold a conference with the student within five days.

G. Level Two

1. If the outcome of the conference with the principal is not to the student's satisfaction, the student has ten calendar days to request a conference with the superintendent or designee who shall schedule and hold a conference. Prior to or at the conference, the student shall submit a written complaint that includes a statement of the complaint and any evidence in its support, the solution sought, the student's signature, and the date of the conference with the principal.

H. Level Three

1. If the outcome of the conference with the superintendent or designee is not to the student's satisfaction, the student may present the complaint to the Board. Students shall request time on the agenda for the next board meeting through the superintendent. The student shall, at least 5 days before the meeting, provide a written statement identifying specifically the claimed violation and the relief requested.

2. The Board shall designate a portion of its regular monthly meeting to hear student complaints. The board president may set reasonable time limits on complaint presentations. The Board shall listen to the complaint, but is not required to respond or take action on the matter unless the complaint is from an aggrieved party and the meeting with the Board is a hearing as required by law it determines that is appropriate.

I. Closed Hearing

1. If the complaint involves complaints or charges about another person, the complaint shall be heard by the Board in a closed meeting unless the other person complained about requests the meeting to be public.

Policy 1190
Amended
October 12, 2020
First Reading
May 14, 2025
Second Reading
June 11, 2025

POLICY 1190

District Annual Reports

A. Fiscal year

1. The District's fiscal year begins on July 1 and ends on June 30.

   Utah Code § 53G-4-403(1) (2019)

B. Annual fiscal audit and report

1. The District's accounts shall be audited annually at District expense by an independent auditor who is a competent certified public accountant. The audit shall be conducted in conformance with the requirements of Utah Code § 51-2a-102(2), and an audit report will be prepared according to the requirements of Utah Code § 51-2a-102(3). The District shall use fund and program accounting methods and standardized account codes capable of producing financial reports that comply with generally accepted accounting principles, financial reporting requirements established by the State Board of Education under Utah Code § 53E-3-501, and accounting standards established by the state auditor as described in Utah Code § 51-2a-301. Copies of the audit report shall be submitted as follows:

2. A copy of the financial~~audit~~ report shall be submitted to the State Superintendent of Public Education by October 1.

3. After any necessary audit adjustments are made to the audit report and verified by the auditor or auditors, the completed audit report shall be delivered to the State Superintendent of Public Education by November 30.

4. A copy of the completed audit report shall be filed with the State Auditor no later than December 31.

   Utah Code § 51-2a-102 (2023)
   Utah Code § 51-2a-201(1) (2017)
   Utah Code § 51-2a-202 (2019)
   Utah Code § 53G-4-404 (2020)

C. Other statistical and financial reports

1. The District shall forward statistical and financial reports for the preceding school year, containing items required by law or by the State Board of Education, to the State Superintendent at the times and in the forms and containing the information required by the State Board of Education.

   Utah Code § 53G-4-403 (2019)
   Utah Code § 53G-4-404 (2019)
   Utah Admin. Rules R277-484-1 (August 7, 2024)
   Utah Admin. Rules R277-484-3 (August 7, 2024)
   Utah Admin. Rules R277-484-4 (August 7, 2024)

D. Annual letter of assurances

1. Unless authorization for later submission has been obtained from the State Office of Education, by July 1 of each year, the Board shall send the State Superintendent of Public Education the Board's responses to the assurance document and other compliance forms. The Board's assurances document shall contain a signed attestation by the appropriate authority to the accuracy and validity of all responses and assurances provided by the District.

   Utah Admin. Rules R277-108-3 (June 7, 2024)
   Utah Admin. Rules R277-108-5 (June 7, 2024)
   Utah Admin. Rules R277-108-6 (June 7, 2024)

Policy 2015
Reviewed
July 15, 2020
First Reading
May 14, 2025
Second Reading
June 11, 2025

POLICY 2015

Cash Investment and Management of School District Funds

A. The purpose of this policy is to secure the maximum public benefit from the deposit and investment of district funds. Box Elder School District shall follow the Money Management Act cited in Utah Code § 51-7. Box Elder School District shall invest its funds in a fiscally prudent manner. The following priorities shall be followed in the listed order: safety of principal, cash flow, liquidity, and then yield. The District shall consider investing in the Utah Public Treasurer's Investment Fund (PTIF) as the primary investment vehicle.

   Utah Code § 51-7-11

B. The district shall allocate interest earnings or losses as they are realized, not less than annually. Maturity of investments in operating funds which are invested shall be scheduled so that the maturity date of the investment does not exceed the anticipated date of the expenditure of the funds.

C. The district Business Administrator shall have final responsibility of the individual investments of the district as long as it is in keeping with board policy. Any money invested by local schools for more than thirty days must be invested through the district or an approved investment. Local schools may invest money through the district investment program for any length of time. Local schools' checking accounts must be established under the district banking contract, include the Business Administrator as a signer and should be "interest bearing."

D. The Business Administrator shall establish internal cash management procedures for the transfer of money in meeting the obligations of the school district. This will include the transfer of funds for Payroll, Accounts Payable, and investment purposes. These should be established with the protection of the assets of the district in mind.

Policy 2030
Amended
October 12, 2022
First Reading
May 14, 2025
Second Reading
June 11, 2025

POLICY 2030

Procurement/Purchasing

A. All budget expenditures shall be made in accordance with state law, Utah State Procurement Rules and Regulations, and the Box Elder District Procurement Policies.

Utah Code § 63G-6a Utah Procurement Code
Utah Admin. Rules R33

B. Board of Education Authority Regarding Procurement and Contracts

1. The Board of Education has authority to

   a. manage and supervise any procurement to ensure, to the extent practicable, that taxpayers receive the best value;

   b. prepare and issue standard specifications for procurement items; and

   c. review contracts, coordinate contract compliance, conduct contract audits, and approve change orders.

2. The Board of Education may delegate its duties and authorities to an employee of the District as the Board determines is appropriate.

3. At any stage of the procurement process, upon determining that a District procurement is out of compliance with the Utah Procurement Code or governing regulations, the Board of Education or its designee may correct, amend, or cancel the procurement.

4. If at any time during the term of a contract awarded by the District, the Board of Education or its designee determines that the contract is out of compliance with the Utah Procurement Code or governing regulations, the Board of Education or its designee may correct or amend the contract to bring it into compliance or cancel the contract, after consulting with legal counsel, if the Board of Education or its designee determines that correcting, amending, or canceling the contract is in the District's best interest.

   Utah Code § 63G-6a-106(4)(e), (g) (2021)

C. The District will adhere to the Utah Administrative Rule R33 in purchasing, with exceptions noted below. Bidding and procurement procedures are found in procedures 2030-100 through 2030-900.

1. Exclusions — The following items are excluded from the policy:

a. The procurement of real property

Utah Code § 63G-6a-105(7) (2021) and *§ 63G-6a-1209(2) (2020)*

b. Employment contracts or collective bargaining agreements

Utah Code § 63G-6a-103(77)(c) (2024)

c. Grants or contracts between the District and another procurement unit (except for policies relating to improper conduct)

Utah Code § 63G-6a-107(1)(c) (2021)

d. “Directed procurement”

Utah Code § 63G-6a-105(8) (2021)

e. Grants, gifts, or bequests: notwithstanding procurement policies, the District may comply with otherwise legal terms or conditions of a grant, gift, or bequest.

Utah Code § 63G-6a-107(1)(b) (2021)

D. Local firms will be given first consideration on bids if prices and service are competitive. Further, when purchasing on non-bid items, schools and the Board of Education will attempt to purchase locally when prices and service are competitive and product or service is available.

E. Any person acting in an official capacity for Box Elder School District, or who in any official capacity participates in the procurement of any supplies, services, construction, personal or real property, or insurance, is defined as a purchaser. A vendor is defined as a person who is interested in any way in the sale of a procurement item or insurance to the District.

1. A purchaser shall not use his/her position or influence to ask and/or receive a personal benefit or gratuity (kickback) for themselves or a family member from a vendor in the procurement process.

2. Exceptions to the above include promotional, hospitality items, including pen, pencil, stationery, toy, pin, trinket, snack, nonalcoholic beverage, or appetizer. (Hospitality gifts: This does not include money, a meal, a ticket, admittance to an event, entertainment for which a charge is normally made, travel, or lodging.)

3. Total value of hospitality gifts cannot exceed $10 in relation to a particular procurement or contract. The total hospitality gifts offered or received from any one person, vendor, bidder, responder or contractor in a fiscal year cannot exceed $50.

4. This is not intended to prohibit asking for offerings or receiving legitimate voluntary contributions to the School District or School District Foundation that are not intended to induce the purchaser to favor or reciprocate to the vendor for the contribution.

5. All violations must be reported to the Attorney General's office and the Superintendent or Business Administrator.

F. Employees of the School District and other persons shall not secure for their private use any supplies, equipment, services or real property through the District Purchasing procedures, facilities or warehouse.

G. Delegation of Authority for Procurement for Box Elder School District and small purchasing policies:

1. Delegation of Authority for the Chief Procurement Officer by the Board of Education

Utah Admin. Rules R33-103-101

a. The Board of Education delegates the authority of Chief Procurement Officer to the Business Administrator. They also delegate to the School Lunch and Transportation Coordinators and the Maintenance Director to make any purchases within their approved budget up to $50,000. These departments must follow all policies outlined herein as well as all district procedures. All solicitations for competition on purchases over $50,000 must be reviewed by the Business Administrator. All solicitations for competition on purchase over $15,000 must be reviewed by the Board of Education. The Business Administrator may delegate in writing any authority pursuant to *Utah Code § 63G-6a-304* as deemed appropriate to any employees. These delegations shall remain in effect unless modified or until revoked in writing.

b. Authority to Make Small Purchases – Delegation to program directors and procedures for purchases from $10,000 to $50,000.

Utah Admin. Rules R33-105-103

c. General - The Business Administrator may delegate to any program director the authority to make a budgeted purchase expected to be less than $50,000 for supplies and services. This delegation shall be in writing and may be limited as the Business Administrator directs.

d. Insofar as is practical for services up to $50,000, no fewer than two businesses shall be solicited to submit electronic, telephone or written quotations. Documentation should be attached to the requisition and maintained with the file on the project. All purchases over $50,000 must be handled through the formal bid process including advertising. All sole source purchases over $50,000 shall be posted for public comment.

Utah Code § 63G-6a-802 (2024)

e. When procurement of Architect-Engineer Services is estimated to be less than $100,000 for the Architect-Engineer's fee, the Business Administrator may select the provider directly from either the list of firms who have submitted annual statements of qualifications and performance data, or from other qualified firms if necessary.

Utah Admin. Rules R33-105-104 and *Utah Code § 53E-3-703 (2019)*

f. Small construction projects costing less than $25,000 may be procured by direct award without seeking competitive bids. Projects between $25,000 and $100,000 may be procured after obtaining two competitive bids that meet all specifications as documented.

g. All projects estimated to be over $100,000 using a construction manager /general contractor must follow requirements as outlined in *Utah Code § 53E-3-703*. All construction and improvement projects must comply with *Utah Code § 63G-6a*, *Utah Admin. Rules R33*, and Federal Title IX.

h. Multiyear contracts shall be approved by the Business Administrator after determining they are in the best interest of the District. They must include the term and possible renewals with conditions for renewal. Consideration for multiyear contracts should include administrative burden savings, continuity of operations, volume or term discount, or encouraging participation from more

vendors. Multiyear contracts shall not exceed five (5) years except by written determination with justification as outlined in state law. *Utah Code § 63G-6a-1204(7) (2021)*. All requirements for contracts using federal funds shall follow federal rules and guidelines.

Utah Code § 63G-6a-1204 (2021)

H. Public Notices

Utah Code § 63G-6a-112 (2021)

1. Invitation for Bids or notices of the availability of Invitation for Bids shall be ~~mailed or otherwise~~ furnished to a sufficient number of bidders for the purpose of securing reasonable competition. Notices of availability shall indicate where, when, and for how long Invitation for Bids may be obtained; generally describe the supply, service, or construction desired; and may contain other appropriate information. Where appropriate, the Business Administrator may require payment of a fee or a deposit for the supplying of the Invitation for Bids.

2. Every procurement in excess of $50,000 shall be publicized in at least one of the following: (with construction projects following 1.e. above)

   a. On the district website; or

   b. A government Internet website or publication designed for giving public procurement notice.

3. The notice shall be published at least seven days before the day of the deadline for submitting a bid or other response, or at least seven days before the acquisition of the procurement item through a non-standard procurement process. This notice period may be reduced if the District Procurement Officer or his or her designee signs a written statement that a shorter time is needed and that it has been determined that competition from multiple sources may be obtained within that shorter time period.

4. A copy of the Invitation for Bids shall be made available for public inspection at the Business Administrator's or department director's office.

I. Small Purchases of $10,000 or less

Utah Admin. Rules R33-105-102
Utah Code § 63G-6a-506(1)(b) (2021)

1. School and department budget purchases under $100 may be made using a District credit card and following procedures set forth by the District. For all District budget purchases from $100 up to $2,500 per item and up to $5,000 per order, the school or department may select the best source ~~without seeking~~from at least 2 competitive quotes and submit the request on a requisition*. For purchases over $2,500 per item and up to $10,000 per order, schools and departments shall make a good faith effort to obtain no less than three email or telephone price quotes which shall be attached to the requisition*. For purchases over $10,001 and up to $20,000, schools and departments shall obtain no less than three email or written price quotes which shall be attached to the requisition*. For purchases from school funds, the above purchasing procedures must be followed and documentation maintained with payment records. Unless previously authorized, requests for all purchases over $10,000 (including school funds), capitalized equipment (over $5,000) and sole source purchases exceeding $2,500 shall be submitted to the Box Elder School District Purchasing Department on a requisition in advance for processing.

*A District credit card may be used for purchases over $100 in certain situations with prior approval of the District business administrator.

2. It is unlawful to intentionally divide a procurement into one or more small purchases over time to avoid the price quote provision above or purchasing procedure limits on the District credit cards or other restrictions.

   Utah Code § 63G-6a-506(8), (9) (2021)

3. If a total fiscal year purchase from any one vendor exceeds $50,000, the District purchasing department will solicit competition and create an ongoing contract with the winning vendor.

Utah Code § 63G-6a-506(6)(a) (2021)
Utah Admin. Rules R33-105-102

Refer to District Purchasing Procedures 2030-020 through 2030-310.

Policy 3008
Adopted
April 16, 2025
First Reading
May 14, 2025
Second Reading
June 11, 2025

POLICY 3008

Employee Communication/Addressing Concerns

A. The proper procedure for registering complaints and problems of employees with administrators is an important factor in the morale of a school district. The appropriate process for addressing concerns, problems, or registering complaints of employees should follow the appropriate line of communication (BESD Organizational Chart).

B. Line of Communication

1. Employees must discuss concerns, problems, or complaints according to the outlined steps prior to escalating the issue. When an issue is escalated, it must be submitted as a formal written request for consideration and response. (Educators are encouraged to follow the specified order unless an exception is warranted due to the nature of the issue.)

    a. direct supervisor

    b. building principal, if applicable

    c. District Director or Assistant Superintendent

    d. Superintendent

    e. Board of Education

C. Retaliation is prohibited per Policy 3010-Employee Bullying and Hazing.

D. Whistleblower Protection prohibits public employers (such as the District) from taking retaliatory action against their employees for reporting in good faith to the appropriate authorities. A District employee is presumed to have communicated in good faith if the employee has given written notice or otherwise formally communicated.

1. Employees are protected from retaliation for reporting issues relating to:

    a. Agricultural work

    b. Consumer product and food safety

c. Discrimination

d. Employee safety

e. Environmental protection

f. Family and medical leave

g. Fraud and financial issues

h. Health insurance

i. Lie detector testing

j. Military status and obligations

k. Mine hazards

l. Mine inspections

m. Minimum wage

n. Overtime pay

o. Transportation services

p. Youth employment

For more information visit the U.S. Department of Labor
https://www.dol.gov/general/topics/whistleblower

POLICY 3035

Employee Criminal Background Checks and Arrest Disclosure Requirements

A. Definitions

1. A "licensed employee" is one who holds a valid Utah educator license.

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

3. A “qualifying volunteer” is a volunteer who will be given significant unsupervised access to a student in connection with the volunteer’s assignment. For purposes of this policy, “qualified volunteer” does not include an officer or employee of a cooperating employer which has an internship safety agreement with the District.

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

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

6. "Criminal History Report" is a document generated by the Bureau of Criminal Identification after a search of the State of Utah's criminal history files and/or other state and federal databases designated by applicable law or by the District.

7. "Background Check" means information on an applicant or employee that may include, but is not limited to, Criminal History Reports and driving record reports.

Utah Code § 53G-11-401(3), (6), (7) (2024)
Utah Code § 53G-11-402(1)(a)(iii) (2024)
Utah Admin. Rules R277-316-2(5), (8), (9), (11) (February 7, 2020)

B. Employment Screening

1. ~~Utah law requires Background Checks on all prospective employees (i.e., the individual who is selected as the "successful applicant" for a particular job position in the District), substitutes and coaches (herein referred to cumulatively as the "prospective employee") Utah Admin. Rules R277-316. Accordingly, the District requires each prospective employee to submit to a background check prior to employment or service in the District.~~

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

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

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

5. At the time a prospective employee makes application for employment with the District, such prospective employee shall fill out an employment application providing the following warning:

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

6. All employees seeking employment with the District shall provide personal identifying information including: current name, former names, nicknames, and aliases, date of birth, address, telephone number, driver license number or other government issued identification number, social security number and fingerprints.

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

necessary to satisfy itself of the quality and competence of the prospective employee's credentials.

Utah Code § 53G-11-402(1)(a) (2024)
Utah Code § 53-10-108(13)(b)(ii) (2023)

8. The District shall consider only those convictions which are job-related. The prospective employee shall have opportunity to respond to any information received as a result of the background check.

9. If a current employee is dismissed from employment because of information obtained through a background check, the person shall receive written notice of the reasons for dismissal and shall have an opportunity to respond to the reasons for the dismissal.

10. Each current employee and prospective employee must agree to have his/her fingerprints taken and sign a document of acknowledgment and waiver permitting the District to request a background check of any state or federal criminal history file that the District might deem applicable as a condition of employment.

11. The District shall, for each non-licensed employee and volunteer who will be given significant unsupervised access to a student in connection with the volunteers assignment, collect personal identifying information including: current name, former names, nicknames and aliases, date of birth, address, telephone number, driver license number or other government issued identification number, social security number and fingerprints and submit that personal identifying information to the Bureau of Criminal Identification within the Department of Public Safety.

Utah Code § 53G-11-402 (2023)
Utah Admin. Rules R277-316-4

C. Licensed Employees - Background Checks

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

D. Licensed Employees - Reporting of Arrests and Convictions

1. A Licensed Educator who is arrested for any of the following alleged offenses shall report the arrest within forty-eight (48) hours or as soon as possible to the Superintendent or his/her designee:

a. Any matters involving arrests for alleged sex offenses;

b. Any matters involving arrest for alleged drug-related offenses;

c. Any matter involving arrests for alleged alcohol-related offenses;

d. Any matters involving arrests for alleged offenses against the individual under Utah Code § 76-5, Offenses Against the Individual. This Title and Chapter includes, but is not limited to, crimes where a person has assaulted, harassed, abused, neglected, exploited, endangered, kidnapped, murdered, trafficked, raped, sexually assaulted, etc., another person(s); and

e. Any matters relating to arrests for violations of the vehicle code for employees who drive motor vehicles as an employment responsibility.

f. Any matters involving an alleged felony offense under Utah Code Title 76, Chapter 6, Offenses Against Property;

g. Any matters involving an alleged crime of domestic violence under Utah Code Title 77, Chapter 36, Cohabitant Abuse Procedures Act; and

h. Any matters involving an alleged crime under federal law or another state's law comparable to any of the alleged crimes listed above.

2. A Licensed Educator shall report convictions, including pleas in abeyance and diversion agreements, within forty-eight (48) hours or as soon as possible upon receipt of notice of the conviction, plea in abeyance, or diversion agreement. Failure to report any arrest or conviction pursuant to this policy may result in disciplinary action, up to, and including, termination.

3. A Licensed Educator will be immediately suspended from student supervision responsibilities for alleged sex offenses and other alleged offenses which may endanger students during the period of investigation.

4. A Licensed Educator will be immediately suspended from transporting students or driving a public education vehicle for alleged offenses involving alcohol or drugs during the period of investigation.

5. The District will provide adequate due process for the accused employee consistent with Utah Admin. Rules R277-316 and applicable administrative procedures established by the District.

6. The Superintendent or his/her designee shall report a conviction, arrest, or offense information received from a Licensed Educator to the USBE.

7. Records of arrests and convictions shall be placed in the employee's personnel file upon receipt by the District and will:

   a. Include final administrative determinations and actions following investigation; and

   b. Be maintained for a minimum of two (2) years following termination of employment with the District and require protection of confidential employment information ~~only as necessary to protect the safety of students and/or employees and with strict requirements for the protection of confidential employment information~~.

E. Non-Licensed Employees - Background Checks

1. All non-licensed employees, qualifying volunteers, and contract employees seeking employment with the District or service in a District school and who are subject to the background check requirement shall provide their personal identifying information with their application. “Non-licensed employees” includes substitute teachers who are not licensed by the State Board of Education. ~~The District shall conduct periodic background checks for all non-licensed employees every five (5) years. The employee shall pay the cost of the background check.~~

   Utah Code § 53G-11-402(1)(b) (2024)
   Utah Code § 53E-6-901(3) (2024)
   Utah Admin. Rules R277-316-3(1)(a) (February 7, 2020)

2. The District shall obtain consent from each applicant who is subject to the background check requirement and who is seeking employment as a non-licensed employee or service as a qualifying volunteer or contract employee for (1) an initial fingerprint-based background check by the FBI and Bureau of Criminal Identification and (2) the retention of personal identifying information and ongoing monitoring by the Bureau of Criminal Identification. (A model consent form is included at the end of this policy.)

   Utah Code § 53G-11-402(1)(b)(iii) (2024)

3. Prior to employing a non-licensed employee or permitting a contract employee or qualifying volunteer to provide service in a District school, the District shall require the individual to undergo a background check. (This requirement does not apply if

the individual is younger than 18 years old.) The District shall submit the individual's personal identifying information, including fingerprints, to the Bureau of Criminal Identification for this background check.

Utah Code § 53G-11-402(1)(a), (c) (2024)
Utah Admin. Rules R277-316-3(1)(a) (February 7, 2020)

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

   Utah Code § 53G-11-402(1)(c)(ii) (2024)
   Utah Admin. Rules R277-316-3(1)(a) (February 7, 2020)

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

   Utah Code § 53G-11-402(4) (2024)

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

   Utah Code § 53G-11-402(2) (2024)

F. Non-Licensed Employees - Reporting of Arrests and Convictions

1. A Non-Licensed Employee who is arrested for any of the following alleged offenses shall report the arrest within forty-eight (48) hours or as soon as possible to the Superintendent or his/her designee:

   a. Any matters involving arrests for alleged sex offenses;

   b. Any matters involving arrests for alleged drug-related offenses;

   c. Any matters involving arrests for alleged alcohol-related offenses;

   d. Any matter involving arrests for alleged offenses against the individual under Utah Code Ann. Title 76, Chapter 5, Offenses Against the Individual. This Title

and Chapter includes, but is not limited to, crimes where a person has assaulted, harassed, abused, neglected, exploited, endangered, kidnapped, murdered, trafficked, raped, sexually assaulted, etc., another person(s); and

e. Any matters relating to arrests for violations of the vehicle code for employees who drive motor vehicles as an employment responsibility.

f. Any matters involving an alleged crime of domestic violence under Utah Code Title 77, Chapter 36, Cohabitant Abuse Procedures Act; and

g. Any matters involving an alleged crime under federal law or another state's law comparable to any of the alleged crimes listed above.

2. Failure to report any arrest or conviction pursuant to this policy may result in disciplinary action, up to, and including, termination.

3. A Non-Licensed Employee will be immediately suspended from student supervision responsibilities for alleged sex offenses and other alleged offenses which may endanger students during the period of investigation.

4. A Non-Licensed Employee will be immediately suspended from transporting students of driving a public education vehicle for alleged offenses involving alcohol or drugs during the period of investigation, and where reasonable cause exists, an existing employee must submit to a background check.

5. The District will provide adequate due process for the accused employee consistent with Utah Admin. Rules R277-316 and applicable administrative procedures established by the District.

6. The ~~Assistant Superintendent~~ Human Resource Executive Director over Personnel shall review arrest information and make employment decisions that protect both the safety of students and/or employees and the confidentiality and due process rights of employees.

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

      1) any convictions, including pleas in abeyance;

      2) any matters involving a felony; and

      3) any matters involving an alleged:

a) sexual offense;

b) class A misdemeanor drug offense;

c) offense against the person under Title 76, Chapter 5, Offenses Against the Individual;

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

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

Utah Code § 53G-11-405(3) (2022)
Utah Code § 53G-11-402(3) (2024)

7. Records of arrests and convictions shall be placed in the employee's personnel file upon receipt by the District and will:

   a. Include final administrative determinations and actions following investigation; and

   b. Be maintained only as necessary to protect the safety of students and/or employees and with strict requirements for the protection of confidential employment information.

G. When arrest/conviction information is received by the District regarding a Licensed Employee, the Superintendent or his/her designee shall review that information and assess the employment status consistent with Utah Admin. Rules R277-316-3(1)(b) (February 7, 2020) and District policy. The District will also report the arrest to the USBE within forty-eight (48) hours.

H. When arrest/conviction information is received by the District regarding a Non-Licensed Employee, the Superintendent or his/her designee shall review that information and assess the employee's employment status while considering the Non-Licensed Employee's employment status consistent with applicable Utah law, rules, and regulations, District policy, and any applicable Employment Agreements or Memorandums of Understanding.

I. Where reasonable cause exists, a current employee may be required to submit to fingerprinting and a criminal background check at the Board's expense prior to the intervallic background check.

J. If the District disqualifies an applicant as a result of criminal history obtained from a background check, the District shall give the individual written notice of the disqualification and of the individual's right to request a review of the disqualification~~. An administrator may obtain any information in the possession of the State Office of Education that is relevant to evaluating the employment of a current or prospective employee of the school. If a decision is made not to hire a prospective employee or to take action against a current employee based upon such information, the individual affected shall be given notice of the information and be provided an opportunity to refute or respond to the information. An administrator who, in good faith, discloses or receives information under this section is exempt from civil liability relating to that receipt or disclosure.~~

Utah Code § 53G-11-405(1)(c) (2022)

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

   Utah Code § 53G-11-405(1)(a), (b) (2022)

K. The District shall cooperate with the USBE in investigations of Licensed Educators.

L. The employee shall report for work following the arrest unless directed not to report for work by the District, consistent with District policy.

M. Failure to report any arrest or conviction pursuant to this policy may result in disciplinary action, up to, and including, termination.

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

Utah Admin. Rules R277-217-4 (January 10, 2024)
Utah Admin. Rules R277-316-4 (February 7, 2020)
Utah Admin. Rules R277-316-6 (February 7, 2020)

Utah Code § 53E-6-604 (2024)
Utah Code § 53G-11-406(1) (2019)

References:
Utah Code § 53E-6-401
Utah Code § 76-5, Offenses Against the Individual
Utah Admin. Rules R277-316

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

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

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

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

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

Signature_____ Date_____

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

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

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

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

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

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

Signature_____ Date_____

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

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

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

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

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

I understand that providing false information to the District as part of the application process will be grounds for rejecting an application with no further consideration for the position; or, if such false information is discovered after hire, I will be subject to immediate dismissal. Any false information may also be the grounds for criminal prosecution. I agree to release the District

from any cause of action for damages as a result of the District dismissing me as a result of falsifying any information included in this application.

Signature_____ Date_____

Policy 3086
Amended
August 12, 2020
First Reading
May 14, 2025
Second Reading
June 11, 2025

POLICY 3086

Employee Use of Personal and District Electronic Devices

A. The Board of Education recognizes that the inappropriate use of personal electronic devices during instructional time often disrupts student learning. The inappropriate non-instructional use of these devices is disruptive to employees performing their expected job functions.

Utah Admin. Rules R277-495-3(1) (December 11, 2023)

B. Definitions

1. "Electronic device" means a device that is used for audio, video, or text communication or any other type of computer or computer-like instrument including:

   a. a smart phone;

   b. a smart or electronic watch;

   c. a tablet; or

   d. a virtual reality device.

2. "Guest" means an individual who is not a student, employee, or designated volunteer of a District school who is on school property or at the site of a school-sponsored activity or event.

3. "District electronic device" means an electronic device which is identified as being owned, provided, issued or lent by the District to an employee or student.

4. "Inappropriate matter" means pornographic or indecent material as defined in Utah Code § 76-10-1235(1)(a) and Utah Code § 53G-10-103.

Utah Admin. Rules R277-495-2(2), (3), (4) (December 11, 2023)
Utah Admin. Rules R277-495-4(1)(a) (December 11, 2023)
Utah Admin. Rules R277-495-2(2), (6) (December 11, 2023)

C. Personal Electronic Devices

1. The following will govern employee use of personal electronic devices:

   a. Employees may possess these personal items while in school and at school activities.

   b. Employees may access the Districts WLAN for instructional uses where the WLAN is available.

   c. All personal devices not being used for instructional or work related purposes will not be used and will be kept out of sight while an employee is performing his/her employment responsibilities.

   d. Employees may use personal electronic devices between class times (teachers and aides), during their lunch break, other scheduled breaks, and/or recess periods for personal uses as long as it does not interfere with their employment responsibilities.

   e. Employees shall not use electronic devices in any way which violates applicable local, state, or federal laws. Employees shall not use electronic devices in ways that bully, humiliate, harass, or intimidate school-related individuals, including students, employees, and guests.

      Utah Admin. Rules R277-495-4(1)(a), (c), (f), (g) (December 11, 2023)

   f. Employee use of an electronic device on school premises (or use of school connectivity) to access inappropriate matter is prohibited by this policy. It is also illegal, may have criminal consequences, shall be reported to law enforcement, and may have adverse employment consequences including termination from employment.

      Utah Admin. Rules R277-495-4(1)(c), (3)(a) (December 11, 2023)
      Utah Code § 76-10-1235 (2007)

   g. Electronic devices must be used in an ethical and responsible manner and must not be used to invade others' reasonable expectations of privacy. Students and others in the public schools should not be subject to video or audio capture, recording, or transmission of their words or images by any employee without express prior notice and explicit consent for the capture, recording, or transmission of such words or images. There are certain situations where the possession or use of electronic devices and cameras is absolutely prohibited

within District schools, including locker rooms, counseling sessions, washrooms, and dressing areas.

Utah Admin. Rules R277-495-4(4)(a) (December 11, 2023)

h. Electronic devices must not be used in hacking (obtaining unauthorized access to or disrupting in any way) any District network or any District electronic device.

Utah Admin. Rules R277-495-4(4)(a) (December 11, 2023)

i. For information regarding the use of electronic devices while traveling in district owned vehicles, please reference Policy 2222 Transportation – Use of Cellular Telephones.

2. Training: Each school shall, within the first 45 days of each school year, provide school-wide or in-classroom training to employees that covers:

   a. The District's internet and electronic device policies (Policy 4177 Responsible Computer Use and this policy)

   b. The importance of digital citizenship;

   c. The District and school's student conduct and discipline policies;

   d. The benefits of connecting to the internet and using the school's internet filters while on school premises; and

   e. The discipline related consequences of violating internet and electronic device policies.

   Utah Admin. Rules R277-495-5 (December 11, 2023)

3. Notice of policy

   a. Copies of the District's internet and electronic device policies shall be available on the District's website.

   Utah Admin. Rules R277-495-3(4) (December 11, 2023)

4. Consequences for violating policy

a. Violation of this policy or of Policy 4177 Responsible Computer Use may result in disciplinary action against the employee up to and including termination of employment.

Utah Admin. Rules R277-495-4(4)(c) (December 11, 2023)

D. District Electronic Devices

1. District electronic devices shall be used to support the educational and business requirements of the District. District electronic devices shall be used in compliance with all federal, state, and local laws and regulations, and in a cost-effective and ethical manner. This policy also applies to usage of private electronic devices by District employees to the extent used for District business. Failure to comply with this policy may result in suspension of the privilege of using a District electronic device, disciplinary action, or both.

E. Eligible Users

1. District electronic devices are to be used only by District employees. All employees requiring the use of a District electronic device shall read this policy and sign the declaration of having done so which is Exhibit 1 to this policy.

F. Acceptable Use

1. District electronic devices, or any electronic device primarily used to conduct District business, must be used in accordance with the following standards, in addition to those set out in this policy:

a. District electronic devices are to be used only for District business. Personal use of these devices is prohibited except in emergency situations or with pre-approval from the Superintendent or school principal or designee. In the event personal calls are made or received on a District electronic device, including personal emergency calls, the employee must reimburse the District for all costs incurred.

1) The Superintendent allows employees to use electronic devices personally under the expectation that all rules and regulations are followed.

b. District electronic devices are valuable and should be handled with care. Loss, theft, or damage to a District electronic device must be reported immediately to the user's supervisor. If loss, theft, or damage occurs as a result of employee

negligence, the employee to whom the device is assigned will be responsible for reimbursing the District for repair or replacement costs.

c. District electronic devices are to be used in an ethical and responsible manner. No employee is to use a District electronic device for the purpose of illegal transactions, harassment, obscene or offensive behavior, to access or create inappropriate matter, for unauthorized access to an electronic network or files or another electronic device (hacking or similar unlawful behavior) or other violations of District policies or federal, state, or local laws, regardless of whether the device is located on District property when the misuse occurs or is located elsewhere.

Utah Admin. Rules R277-495-4(1)(b), (f), (3)(a), (4)(a) (December 11, 2023)

d. If the employee assigned to use the District electronic device does not return the device and/or related equipment when requested, the employee will be required to reimburse the District for the purchase price of the device and/or related equipment.

e. Employees have no expectation of privacy in using District electronic devices. Such devices and all information contained on them may be inspected or searched at any time, either directly or remotely. Employees are prohibited from operating District devices in such a way as to conceal the use which has been made of the device, nor may employees install or permit installation of software or other means to accomplish the same purpose. Employees should be aware that a personal electronic device which is used to conduct District business may become subject to public records requests or other legally required disclosure to the extent of such use.

f. District electronic devices should be used judiciously during instructional time or at school-sponsored programs, meetings, in-services, conferences with parents or guardians, or any other time where there would be a reasonable expectation of quiet attentiveness.

g. District electronic devices are to be used in a safe manner. Employees should not use these devices while operating a non-District motor vehicle except to the extent permitted by governing motor vehicle or other laws. (General restrictions on use of electronic devices while operating District vehicles are set out in this policy and specific restrictions applicable to school buses are set out in Policy 2222 Transportation: Use of Cellular Telephones.)

G. Misuse of District Electronic Device

1. An employee who is issued or provided a District electronic device remains at all times responsible for that device. The employee will be held responsible for use or misuse of the device by the employee or by anyone else, except for uses occurring after the employee has given the District notice that the device has been lost or stolen. Consequences of misusing a District electronic device may include adverse employment action up to and including termination from employment.

   Utah Admin. Rules R277-495-4(3)(b) (December 11, 2023)

H. Responsibility for Device Cancellation Charges

1. If an employee misuses a District electronic device or leaves District employment, the employee may be responsible for fees or charges associated with cancellation of the service contract.

2. If the Superintendent or designee determines that the employee no longer needs a District electronic device to perform the employee's job responsibilities, any fees or charges associated with cancellation of the service contract shall be the responsibility of the District.

Policy 4050
Reviewed
February 8, 2023
First Reading
May 14, 2025
Second Reading
June 11, 2025

POLICY 4050

Grades 6-8 Middle Level General Core Requirements

A. Required Core Curriculum

1. The District's curriculum shall at least meet the minimum requirements of state law and State Board rules. Those minimum requirements are to contain the essential elements of each subject at appropriate grade levels. The essential elements represent the core knowledge, skills, and competencies all students should learn to be effective and productive members of society. The District may add elements at its discretion but shall not delete or omit instruction in the essential elements.

2. In addition, the District shall provide character education in connection with regular schoolwork, through an integrated curriculum approach. Instruction in this area shall emphasize honesty, temperance, morality, courtesy, obedience to law, respect for and an understanding of the constitutions of the Untied State and the state of Utah, the essentials and benefits of the free enterprise system, respect for parents and home, and the dignity and necessity of honest labor and other skills, habits, and qualities of character which will promote an upright and desirable citizenry and better prepare students for a richer, happier life.

B. The following are the General Core Requirements for 6th Grade:

1. English Language Arts
2. Mathematics
3. Science
4. Social Studies
5. Arts
   a. Visual Arts;
   b. Music;
   c. Dance; or
   d. Theatre
6. Health Education
7. Physical Education
8. Educational Technology;
9. Library Media Skills, integrated into the core subject areas; and
10. Civics and Character Education, integrated into the core subject areas.

C. Formative assessment will occur on a regular basis to ensure continual student progress. State-approved summative adaptive assessments will be used to assess student mastery of language arts, mathematics, science and effectiveness of written expression.

D. The following are the General Core Requirements for the 7th Grade

1. ~~Grade 7~~ Language Arts (3 trimesters)
2. ~~Grade 7~~ Mathematics (3 trimesters)
3. ~~Grade 7~~ Integrated Science (3 trimesters)
4. Utah Studies (1 trimester)
5. College and Career Awareness (3 trimesters)
6. At least one course in each of the following in grades 7 or 8:
   a. The Arts (1 trimester)
   b. Physical Education (1 trimester)

Utah Admin. Rules R277-700-5(2), (3) June 7, 2024)

E. The following are the General Core Requirements for the 8th Grade

1. ~~Grade 8~~ Language Arts (3 trimesters)
2. ~~Grade 8~~ Mathematics (3 trimesters)
3. ~~Grade 8~~ Integrated Science (3 trimesters)
4. United States History (2 trimesters)
5. The Arts (1 trimester)
6. Physical Education (1 trimester)
7. Health Education (1 trimester)
8. Digital Literacy (1 trimester)
9. At least one course in each of the following in grades 7 or 8:
   a. The Arts (1 trimester)
   b. Physical Education (1 trimester)

F. In addition to the foregoing requirements, the Board of Education may, as it determines appropriate, require a student to complete additional courses, may offer additional elective courses, and may set minimum credit requirements.

Utah Admin. Rules R277-700-5(6) (June 7, 2024)

G. State approved summative adaptive assessments will be used to assess student mastery of language arts, mathematics, writing (in grade eight) and science.

Utah Admin. Rules R277-700-5(5) (June 7, 2024)

H. The District may, upon request of a student or parent and with parental consent, substitute a course requirement set out above with a course, extracurricular activity, or experience that is either similar to the course requirement or consistent with the student's plan for college and career readiness. The request shall be made in writing, shall include a parent's signature, shall identify the proposed substitution, and shall explain how the proposed substitution meets the foregoing standard. This request shall be initially evaluated by the counselor responsible for the student, who shall determine whether the request contains the required elements and shall make a recommendation regarding whether the request should be approved or denied. This recommendation shall be submitted to the principal or the principal's designee, who shall grant or deny the request. If the student or parent is dissatisfied with the determination of the principal, the decision can be appealed to the Board of Education or its designee, which shall review the decision and determine whether it should be changed. The decision of the Board or its designee is final.

Utah Admin. Rules R277-700-5(7), (8) (June 7, 2024)

I. ~~Based on competency, a student who does not successfully complete any of the Core Requirements may be assigned to participate in remediation programs, intervention sessions and/or an approved individualized plan. Fees may be charged for programs outside of the regular school day.~~

J. ~~Parents will be notified if a student does not successfully complete the Core Requirements and/or demonstrate competency prior to promotion to the next grade level.~~

K. ~~Board-approved summative adaptive assessments shall be used to assess student mastery of the following: reading, language arts, mathematics, and science.~~

L. ~~Upon parental or student request (with parental consent), courses listed above may be substituted with a course, extracurricular activity, or experience that is similar to the course requirement and is consistent with the student's plan for college and career readiness. Requests for substitution must be made prior to the beginning of each school year to the school counselors. Should a request for substitution be denied, a parent may appeal the decision to the school principal.~~

M. Assessment of Student Mastery of Core Standards

1. The Board of Education is responsible to provide students with access to courses in the basic academic subjects of the core standards for Utah public schools established by the State Board Education, and for students' mastery of those

standards. The Board of Education shall use evidence-based best practices, technology, and other instructional media to increase the relevance and quality of instruction. Student mastery of the core standards shall be evaluated through District participation in statewide assessments as directed by the State Board of Education. Students who have not achieved mastery of the core standards will be provided intervention as provided for by State statute and State Board of Education regulations. The Board of Education is responsible to ensure statewide assessments are administered in compliance with the requirements of Utah Code Title 53E, Chapter 9 Student Privacy and Data Protection.

Utah Admin. Rules R277-700 (June 7, 2024)
Utah Code § 53E-4-302 (2020)
Utah Code § 53G-9-803 (2024)

N. Alternate Academic Accommodation

1. If a student refrains from a portion of a course or from an entire course under Utah Code § 53G-10-205, the student's parent and the school may work together to establish an alternate academic accommodation which allows the student to demonstrate mastery of Core Standards (by taking a test or otherwise) or to demonstrate mastery of an appropriate alternate standard.

   Utah Admin. Rules R277-700-7(4) (January 10, 2024)
   Utah Code § 53G-10-205 (2023)

New Policy 4067
First Reading
May 14, 2025
Second Reading
June 11, 2025

Policy 4067

Curriculum: Ethnic Studies

A. Adoption of Ethnic Studies Curriculum

1. "Ethnic studies" means the interdisciplinary social and historical study of how different populations have experienced and participated in building the United States of America, including the study of the culture, history, and contributions of Utahns of diverse ethnicities.

   Utah Code § 53E-4-204.1(1)(b) (2024)

2. By December 31, 2025, the District shall select and adopt curriculum and instructional materials for teaching ethnic studies to students in kindergarten through grade 12 that are integrated with regular schoolwork and that align with the core ethnic studies curriculum standards established by the State Board of Education.

   Utah Code § 53E-4-204.1(5)(a) (2024)

3. In addition to meeting State Board of Education requirements, the ethnic studies curriculum and instructional materials adopted by the District shall:

   a. focus on shared identity and honoring unique cultural differences, including that each individual student has unique characteristics, the common elements that unite Utahns, and respect for distinct socio-cultural identities; and

   b. include themes including cultural histories within the context of United States history and global history

   Utah Code § 53E-4-204.1(5)(b) (2024)

4. The District shall modify or revise the ethnic studies instructional materials and curriculum as needed to align with core curriculum standards. In meeting ethnic studies requirements, the District may offer a course on ethnic studies. The District shall report to the State Board of Education on its compliance with the ethnic studies requirements.

Utah Code § 53E-4-204.1(5)(c), (d) (2024)

POLICY 5110

Technology Security

A. Purpose:

1. The purpose of this policy is to ensure the secure use and handling of all District data, computer systems and computer equipment by District students, patrons, and employees.

B. Policy

1. Technology Security

a. It is the policy of the Box Elder School District (BESD) to support secure network systems in the District, including security for all personally identifiable information that is stored on paper or stored digitally on District-maintained computers and networks. This policy supports efforts to mitigate threats that may cause harm to the District, its students, or its employees.

b. The District will ensure reasonable efforts will be made to maintain network security. Data loss can be caused by human error, hardware malfunction, natural disaster, security breach, etc., and may not be preventable.

c. All authorized users of the BESD Network are expected to be careful and aware of suspicious communications and unauthorized use of District devices and the network. Please see Policy 4177 Responsible Computer Use. When an employee or other user becomes aware of suspicious activity, he/she is to immediately contact the District's Information Security Officer with the relevant information.

d. This policy and procedure also covers third party vendors/contractors that contain or have access to BESD critically sensitive data. All third-party entities will be required to sign a data agreement set forth by BESD before accessing our systems or receiving information.

e. It is the policy of BESD to fully conform with all federal and state privacy and data governance laws. Including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 CFR 99 (hereinafter "FERPA"), the Government Records and Management Act Utah Code § 63G-2 (hereinafter "GRAMA"), Utah Code § 53A-1-1401 et seq., and Utah Admin. Rules R277-487.

f. The procedures associated with this policy are consistent with guidelines provided by cyber security professionals worldwide and in accordance with the Utah Education Network and the Utah State Board of Education. Professional development for staff and students regarding the importance of network security and best practices are included in the procedures. BESD supports the development, implementation and ongoing improvements for a robust security system of hardware and software that is designed to protect BESD's data, users, and electronic assets.

C. Procedure

1. Definitions:

a. "Access": Directly or indirectly use, attempt to use, instruct, communicate with, cause input to, cause output from, or otherwise make use of any resources of a computer, computer system, computer network, or any means of communication with any of them.

b. "Authorization": Having the express or implied consent or permission of the owner, or of the person authorized by the owner to give consent or permission to access a computer, computer system, or computer network in a manner not exceeding the consent or permission.

c. "Computer": Any electronic device or communication facility that stores, retrieves, processes, or transmits data.

d. "Computer system": A set of related, connected or unconnected, devices, software, or other related computer equipment.

e. "Computer network": The interconnection of communication or telecommunication lines between: computers; or computers and remote terminals; or the interconnection by wireless technology between: computers; or computers and remote terminals.

f. "Computer property": Includes electronic impulses, electronically produced data, information, financial instruments, software, or programs, in either machine or human readable form, any other tangible or intangible item relating to a computer, computer system, computer network, and copies of any of them.

g. "Confidential": Data, text, or computer property that is protected by a security system that clearly evidences that the owner or custodian intends that it not be available to others without the owner's or custodian's permission.

h. “Encryption or encrypted data”: a process to scramble data into an unreadable format. To read an encrypted file, you must have access to a secret key or password that enables you to decrypt it.

i. “Personally Identifiable Information (PII)”: Any data that could potentially identify a specific individual. Any information that can be used to distinguish one person from another and can be used for de-anonymizing anonymous data can be considered Protected data.

j. “Security system”: A computer, computer system, network, or computer property that has some form of access control technology implemented, such as encryption, password protection, other forced authentication, or access control designed to keep out unauthorized persons.

k. “Sensitive data”: Data that contains personally identifiable information.

l. “System level”: Access to the system that is considered full administrative access. Includes operating system access and hosted application access.

2. Security Responsibility

a. BESD Superintendent shall appoint an IT Security Officer (ISO) responsible for overseeing District-wide IT security, to include development of District policies and adherence to the standards defined in this document.

3. Professional Development

a. BESD, led by the ISO, shall ensure that all District employees having access to sensitive information undergo annual IT security professional development which emphasizes their personal responsibility for protecting student and employee information. Professional development resources will be provided to all District employees.

b. BESD, led by the ISO, shall ensure that all students are informed of Cyber Security Awareness.

4. Physical Security

a. Computer Security

1) It is the user's responsibility to ensure the computer is not left unattended and unlocked, especially when logged into sensitive systems or data including student or employee information. Tools such as; automatic computer lock or log off should be used to meet this requirement.

2) BESD shall ensure that all equipment that contains sensitive information will be secured to deter theft.

b. Server/Network Room Security

1) BESD shall ensure that server rooms and telecommunication rooms/closets are protected by appropriate access control which segregates and restricts access from general school or District office areas. Access control shall be enforced using either keys, electronic card readers, or similar methods with only those IT or ISO approved staff members having access necessary to perform their job functions are allowed unescorted access.

2) Telecommunication rooms/closets may only remain unlocked or unsecured when, because of building design, it is impossible to do otherwise or due to environmental problems that require the door to be opened.

c. Contractor Access

1) Before any contractor is allowed access to any computer system, server room, or telecommunication room the contractor will need to present a company issued identification card, and his/her access will need to be confirmed directly by the authorized employee who issued the service request or by BESD's Technology Department.

5. Network Security

a. Network perimeter controls will be implemented to regulate traffic moving between trusted internal (District) resources and external, untrusted (Internet) entities. All network transmission of sensitive data should enforce encryption where technologically feasible.

b. Network Segmentation

1) BESD shall ensure that all public access computer networks are separated from main District computer networks and utilize security policies to ensure the integrity of those computer networks.

2) BESD will utilize industry standards and current best practices to segment internal computer networks based on the data they contain. This will be done to prevent unauthorized users from accessing services unrelated to their job duties and minimize potential damage from other compromised systems.

c. Wireless Networks

1) No wireless access point shall be installed on BESD's computer network that does not conform with current network standards as defined by the Information Security Officer.

2) BESD shall scan for and remove or disable, where possible, any rogue wireless devices on a regular basis.

3) All wireless access networks shall conform to current best practices and shall utilize at minimal WPA encryption for any connections. Open access networks are not permitted, except on a temporary basis for events when deemed necessary.

d. Remote Access

1) BESD shall ensure that any remote access with connectivity to the District's internal network is achieved using the District's centralized VPN service, any exception to this policy must be due to a service provider's technical requirements and must be approved by the Information Security Officer.

6. Access Control

a. System and application access will be granted based upon the least amount of access to data and programs required by the user in accordance with a business need-to-have requirement.

b. Authentication

1) BESD shall enforce strong password management for employees, students, and contractors.

2) Password Creation

a) All server system-level passwords must conform to the Password Construction Guidelines posted on the BESD Technology Website.

3) Password Protection

a) Passwords must not be shared with anyone. All passwords are to be treated as sensitive, confidential information.

b) Passwords must not be inserted into email messages or other forms of electronic communication.

c) Passwords must not be revealed over the phone to anyone.

d) Do not reveal a password on questionnaires or security forms.

e) Do not hint at the format of a password (for example, "my family name").

f) Any user suspecting that his/her password may have been compromised must report the incident and change all passwords.

c. Authorization

1) BESD shall ensure that user access shall be limited to only those specific access requirements necessary to perform their jobs. Where possible, segregation of duties will be utilized to control authorization access.

2) BESD shall ensure that user access should be granted and/or terminated upon timely receipt, and management's approval, of a documented access request/termination action.

d. Administrative Access Controls

1) BESD shall limit IT administrator privileges (operating system, database, and applications) to the minimum number of staff required to perform these sensitive duties.

7. Incident Management

a. Monitoring and responding to IT related incidents will be designed to provide early notification of events and rapid response and recovery from internal or external network or system attacks.

8. Business Continuity

a. To ensure continuous critical IT services, IT will develop a business continuity/disaster recovery plan appropriate for the size and complexity of District IT operations.

b. BESD shall develop and deploy a District-wide business continuity plan which should include as a minimum:

1) Backup Data: Procedures for performing routine daily/weekly/monthly backups and storing backup media at a secured location other than the server room or adjacent facilities. As a minimum, backup media must be stored off-site a reasonably safe distance from the primary server room.

2) Secondary Locations: Identify a backup processing location, such as another school or District building.

3) Emergency Procedures: Document a calling tree with emergency actions to include: recovery of backup data, restoration of processing at the secondary location, and generation of student and employee listings for ensuing a full head count of all.

9. Malicious Software

a. Server and workstation protection software will be deployed to identify and eradicate malicious software attacks such as viruses, spyware, and malware.

b. BESD shall install, distribute, and maintain spyware and virus protection software on all District-owned equipment, i.e., servers, workstations, and laptops.

c. BESD shall ensure that malicious software protection will include frequent update downloads (minimum weekly), frequent scanning (minimum weekly), and that malicious software protection is in active state (real time) on all operating servers/workstations.

d. BESD shall ensure that all security-relevant software patches (workstations and servers) are applied within thirty days and critical patches shall be applied as soon as possible. Any exception must be approved by the Information Security Officer.

e. All computers must use the District approved anti-virus solution.

f. Any exceptions to section 9 must be approved by the Information Security Officer.

10. Internet Content Filtering

a. In accordance with Federal and State Law, BESD shall filter internet traffic for content defined in law that is deemed harmful to minors.

b. BESD acknowledges that technology-based filters are not always effective at eliminating harmful content and due to this, BESD uses a combination of technological means and supervisory means to protect students from harmful online content.

c. In the event that students take devices home, BESD will provide a technology-based filtering solution for those devices. However, the District will rely on **parents** to provide the supervision necessary to fully protect students from accessing harmful online content.

d. Students shall be supervised when accessing the internet and using District owned devices on school property.

11. Data Privacy

a. BESD considers the protection of the data it collects on students, employees and their families to be of the utmost importance.

b. BESD protects student data in compliance with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 CFR 99 (hereinafter "FERPA"), the Government Records and Management Act Utah Code § 63G-2 (hereinafter "GRAMA"), Utah Code § 53A-1-1401 et seq. ("Student Data Protection Act"), Utah Admin. Rules R277-487 and all other applicable laws.

c. BESD shall ensure that employee records access shall be limited to only those individuals who have specific access requirements necessary to perform their jobs. Where possible, segregation of duties will be utilized to control authorization access.

12. Security Audit and Remediation

a. BESD shall perform routine security and privacy audits.

b. District Information Technology personnel shall develop remediation plans to address identified lapses that conforms with the District's Information Security Remediation Plan Template.

13. Employee Disciplinary Actions shall be in accordance with applicable laws, regulations and District policies. Any employee found to be in violation may be subject to disciplinary action up to and including termination of employment with the BESD.

Policy 5035

Attendance Requirements / Procedures

A. Purpose

1. The Board of Education for Box Elder School District acknowledges that regular attendance is essential for a successful learning experience. Studies indicate consistent attendance is vital for enhancing student performance (Ginsburg et al., 2014). Arriving on time is crucial for achieving high academic success, as missed classes and tardiness can lead to significant learning gaps that are challenging to overcome.

B. Compulsory Education

1. Under Utah's compulsory education law, parents/guardians of a student who is at least six (6) years of age and not more than eighteen (18) years of age shall enroll and send their school-age students to school unless an exception applies as outlined in this policy releasing minors from school attendance.

C. Definitions, Roles, and Responsibilities

1. Parent(s)/guardians(s), students, and school personnel should make decisions that lead to excellent classroom attendance:

   a. Students should arrive on time and attend every class they are enrolled in unless they have an excused absence.

   b. Parents/guardians are expected to ensure that their school-age child attends school as required by Utah law and to notify the school when their student is absent for a valid reason.

   c. A parent may excuse an absence via a school-approved messaging method within a reasonable timeframe but not to exceed one week after the absence.

      1) Valid Excuse:

         a) An illness, which may be either mental or physical, regardless of whether the school-age child or parent provides documentation from a medical professional;

b) mental or behavioral health of the school-age child;

c) a family death;

d) an approved school activity;

e) an absence permitted by a school-age child's

i. Individual Education Program; or

ii. Section 504 Accommodation plan;

f) Prearranged family events

g) An absence permitted per Subsection 53G-6-803(5); or

h) any other excuse established as valid by the school district superintendent.

i) "Valid excuse" does not mean a parent's acknowledgment of an absence for a reason other than a reason described above, unless specifically permitted with the approval of the school district superintendent.

2. Teachers shall create a safe and engaging classroom that will encourage students to come to school and reach out to chronically absent students to find out in a supportive manner why they are missing school and what would help them attend more regularly.

3. The school's administrative staff shall reasonably accommodate parents and document efforts to resolve a student's truancy and chronic absenteeism problems.

4. The Board directs the Superintendent to develop procedures for managing student attendance, the requirements outlined in the State's Compulsory attendance law, and this policy to help students benefit from the District's education program. Included in the procedures will be:

a. Definitions - key definitions, expectations, and tracking for policy implementation. Definitions should include those listed in this policy under definitions.

b. General Procedures and Requirements - roles of students, parents, and employees.

c. Tiered Responses to Truancy and Chronic Absenteeism - outline of communication, interventions, and progressive support provided to students and parents.

d. School-Based Attendance Procedures - allowances for site-based attendance guidelines.

e. Student Membership and Enrollment - guidance in accounting for student attendance and engagement in calculating student membership; and

f. Appeal Process - due process for procedures for appealing district intervention and disciplinary actions.

Legal
Ginsburg, Alan, Phyllis Jordan and Hedy Chang, "Absences Add Up: How School Attendance Influences Student Success," Attendance Works, August 2014.

Utah Administrative Rule R277-607
Utah Code § 53G-6-201 et seq.
Utah Code § 53G-6-801, et seq.
Utah Code 53G-8-211
Utah Code § 53G-9-202
Utah Code § 53G-9-801, et seq.
Utah Administrative Rule R277-419

A. ~~Regular attendance at school increases the opportunities for students to benefit from their educational programs. The Utah Compulsory Attendance Law (Utah Code § 53G-6-201) directs parents to require their children between the ages of six and eighteen years to attend school. Frequent absences of students from daily classroom experiences disrupt the instructional process thus impairing a student's opportunity to learn.~~

B. ~~Special circumstances specified in the law allow the Board to excuse a student from attendance and exempt a parent from consequences listed in the law. (Utah Code § 53G-6-204)~~

C. ~~Due to Box Elder School District's commitment to quality education, there is concern when a student misses school for any reason. In keeping with state law and to promote~~

~~the educational goals of the school district, the following attendance requirements are established for all students.~~

1. ~~It is the responsibility of all students to attend school and to be on time every school day. If a student is absent for any reason, it is the student's responsibility to follow the procedures outlined by the district attendance procedure. Valid absences (excluding pre-arranged family event absences) and parent contact absences must be called in within one week of the absence.~~

2. ~~Students who are absent will be responsible to make up course work that can be made up. Teachers are required to give students an opportunity to make up course work missed. It is essential that teachers be precise in assigning work to be made up, as well as setting any time deadlines. Make up assignments should be as closely related to work missed as possible and should not exceed quantity of work assigned students during the time missed.~~

3. ~~When students must leave school for any reason, they shall follow the established procedures outlined by the school. If a student leaves their assigned area without formally checking out, the student will be considered truant.~~

4. ~~For each student who is or should be enrolled within the school, the administrator, or designee, shall make efforts to resolve attendance problems. These efforts shall include:~~

   a. ~~A personal meeting with the student when he/she has missed ten days or any one class period ten times.~~

   b. ~~Maintain a record of school absences that distinguish between absences that are considered as having a "valid excuse" and those considered to be without a valid excuse or "truancy". Valid excuses include the following:~~

      1) ~~Illness including mental or physical (the school may not require documentation from a medical professional to substantiate the illness);~~

      2) ~~Mental or behavioral health of the school-age child;~~

      3) ~~Family death~~

      4) ~~School activities~~

      5) ~~Prearranged family events with at least one day notice~~

~~6) Absence permitted by the provisions of an IEP~~

~~7) Absence permitted by the provisions of a 504 plan~~

~~c. Issue a written notice of a compulsory education violation to a student's parent when the student has accumulated at least ten absences without a valid excuse during the school year. The notice of violation shall:~~

~~1) direct the parent to meet with school authorities to discuss the student's attendance problems~~

~~2) instruct the parent that cooperation is required by state law~~

~~3) designate who the parent is to meet with~~

~~4) notify the parents that it is a class B misdemeanor~~

~~d. A student who is between the ages of twelve and fifteen years and has been truant at least ten times during the school year may be classified as "habitual truant" if the school's administration has made a reasonable, documented effort to resolve the attendance problems without success.~~

D. ~~Students requesting an appeal to the school attendance policy may follow the procedures outlined in Box Elder School District~~ Policy 5350 Student Complaints - ~~Resolution.~~

Policy 5270

Student Rights and Responsibilities
Bullying, Cyberbullying, Hazing, and Abusive Conduct

A. Purpose and Philosophy

1. Bullying, cyber-bullying, hazing, retaliation, and abusive conduct towards students and employees violates state law and local policy. Bullying based on a protected class violates federal civil rights laws. The purpose of this policy is to prohibit bullying, cyber-bullying, hazing, retaliation, and abusive conduct involving Box Elder School District's students and employees. Box Elder's Board has determined that a safe learning environment in which all members of the school community are treated with dignity and respect is necessary for students to learn and achieve high academic standards and that conduct constituting bullying, cyber-bullying, hazing, retaliation, and abusive conduct disrupts both a student's ability to learn and Box Elder School District's ability to educate its students in a safe environment.

B. Definitions

1. "Abusive conduct" means verbal, nonverbal, or physical conduct of a parent or student directed toward a school employee that, based on its severity, nature, and frequency of occurrence, a reasonable person would determine is intended to cause intimidation, humiliation, or unwarranted distress. A single act may not constitute abusive conduct.

2. "Action Plan" means a process to address an incident of bullying, cyberbullying, hazing, or retaliation that is prohibited.

3. "Allegation" means a claim or assertion that someone has engaged in disruptive student behavior that has not been confirmed through a formal process.

4. ~~4.~~ "Bullying" means student bullying or staff bullying (see definitions for student bullying and staff bullying) ~~intentionally committing a written, physical, or verbal act against a school employee or student that a reasonable person under the circumstances should know or reasonably foresee will have one of the following effects:~~

   ~~a. Causing physical or emotional harm to the school employee or student;~~

~~b. Causing damage to the school employee or student's property;~~

~~c. Placing the school employee or student in reasonable fear of:~~

~~1) Harm to the school employee's or student's physical or emotional well-being; or~~

~~C. Damage to the school employee's or student's property.~~

~~a. Creating a hostile, threatening, humiliating, or abusive educational environment due to:~~

~~1) The pervasiveness, persistence, or severity of the actions; or~~

~~D. A power differential between the bully and the target; or~~

~~a. Substantially interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits.~~

~~b. The foregoing conduct constitutes bullying regardless of whether the person against whom the conduct is committed directed, consented to, or acquiesced in the conduct.~~

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

5. "Civil rights violation" means bullying, cyber-bullying, hazing, retaliation, or abusive conduct that is targeted at a student or employee upon the students' or employees' identification as part of any group protected from discrimination under the following federal laws:

   a. Title VI of the Civil Rights Act of 1964, including discrimination based on race, color, or national origin;

   b. Title IX of the Education Amendments of 1972, including discrimination based on sex; or

   c. Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, including discrimination based on disability.

6. "Cyberbullying" means:

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

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

7. "Hazing" means a student intentionally, knowingly, or recklessly committing an act or causing another individual to commit an act toward a school employee or student that:

~~a) Meets one of the following:~~

b. Endangers the mental or physical health or safety of a school employee or student; ~~or~~

c. Involves any brutality of a physical nature, including whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;

d. Involves consumption of any food, alcoholic product, drug, or other substance or other physical activity that endangers the mental or physical health and safety of a school employee or student; or

e. Involves any activity that would subject a school employee or student to extreme mental stress, such as sleep deprivation, extended isolation from social contact, or conduct that subjects a school employee or student to extreme embarrassment, shame, or humiliation; and either

1) Is committed for the purpose of initiation into, admission into, affiliation with, holding office in, or as a condition for membership in a school or school sponsored team, organization, program, club or event; or

2) Is directed toward a school employee or student whom the student knows, at the time the act is committed, is a member of, or candidate for membership in, a school or school sponsored team, organization, program, club, or event in which the individual who commits the act ~~student~~ also participates.

f. The conduct described above constitutes hazing, regardless of whether the ~~school employee or student~~ person against whom the conduct is committed directed, consented to, or acquiesce in, the conduct.

Utah Admin. Rules R277-613-2 (September 8, 2024)
Utah Code § 76-5-107.5 (2022)
Utah Code § 53G-9-601(1) to (5) (2023)

8. "Incident" means a verified incident of bullying, cyberbullying, hazing or retaliation that is prohibited. ~~one or more infractions committed by a student or a group of students acting in concert, at the same time and place.~~

~~*Utah Admin. Rules R277-613-2 (May 24, 2022)*~~

9. ~~"Infraction" means an act of prohibited behavior.~~

~~*Utah Admin. Rules R277-613-2 (May 24, 2022)*~~

10. "LEA Designee" means a designated individual at the LEA level who can provide training to investigators, oversee implementation of any action plan, monitor implementation, assist with school case-specific needs, and act as a liaison to the state board regarding bullying, cyber-bullying, hazing, abusive conduct.

11. "Parent" means a student's parent or guardian.

12. "Restorative justice practice" means a discipline practice designed to enhance school safety, reduce school suspensions, and limit referrals to court, and is designed to help minors take responsibility for and repair the harm of behavior that occurs in school.

13. "Retaliation" means an act or communication intended:

a. as retribution against a person for reporting bullying, cyberbullying, ~~abusive conduct,~~ or hazing; or

b. to improperly influence the investigation of, or the response to, a report of bullying, cyberbullying, ~~abusive conduct,~~ or hazing.

Utah Code § 53G-9-601(9) (2023)

14. "School" means a public elementary or secondary school, including a charter school.

15. "School Board" means:

    a. A local school board; or

    b. A charter school governing board.

16. "School Employee" means an individual working in the individual's official capacity as:

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

    b. A school staff member;

    c. An administrator; or

    d. An individual who is employed, directly or indirectly, by a school, school board, or a school district.

    Utah Code § 53G-9-601(11) (2023)

17. "School designee" means a school administrator or designee assigned to receive and investigate allegations at that school, notify parents and/or persons involved, and oversee action plans.

18. "School-sponsored activity" means an activity, fundraising event, club, camp, clinic, or other event or activity that is authorized by a specific local education agency or public school, according to LEA governing board policy, and satisfies at least one of the following conditions:

    a. the activity is managed or supervised by a local education agency or public school, or local education agency or public school employee;

    b. the activity uses the local education agency's or public school's facilities, equipment, or other school resources; or

    c. the activity is supported or subsidized, more than inconsequentially, by public funds, including the public school's activity funds or Minimum School Program dollars. This includes preparation for and involvement in a public performance, contest, athletic competition, demonstration, display, or club activity.

19. “Staff bullying” means a school employee, with the intent to cause harm, repeatedly committing a written, verbal, or physical act against a student or another school employee, or engaging in a single egregious act toward another employee involving an imbalance of power, that:

    a. creates an environment that a reasonable person would find hostile, threatening, or humiliating; and

    b. substantially interferes with a student's or employee's educational or professional performance, opportunities, or benefits.

    c. "Staff bullying" does not mean instances of:

        1) ordinary teasing, horseplay, argument, or peer conflict;

        2) reasonable correction of behavior by a school employee; or

        3) reasonable coaching strategies and techniques by a school employee who is a coach.

20. “Student bullying” means one or more students, with the intent to cause harm, repeatedly committing a written, verbal, or physical act against another student, or engaging in a single egregious act toward another student involving an imbalance of power, that:

    a. creates an environment that a reasonable person would find hostile; and

    b. interferes with a student's educational performance, opportunities, or benefits.

    c. "Student bullying" does not mean instances of:

        1) ordinary teasing, horseplay, argument, or peer conflict;

        2) reasonable correction of behavior by a school employee; or

        3) reasonable coaching strategies and techniques by a school employee who is a coach.

21. “Verification” means that an alleged incident has been found to be substantiated through a formal investigation process.

22. "Volunteer" means a person working under the direct supervision of a licensed educator ~~non-employee with significant, unsupervised access to students in connection with a school assignment~~.

Utah Admin. Rules R277-613-2 (September 8, 2024)

E. Bullying and Abusive Conduct Prohibited

1. No student may engage in bullying of a student or school employee on school property, at a school related or sponsored event, on a school bus, at a school bus stop, or while the student is traveling to or from a school location or school related or sponsored event. No student may engage in abusive conduct.

2. Students who engage in bullying or abusive conduct are in violation of this policy and verified infractions shall result in disciplinary action up to and including expulsion, consistent with the District's Safe Schools Policy 5005.

3. Anonymous reports of bullying or abusive conduct alone cannot constitute the basis for formal disciplinary action.

4. The school or District may also report infractions to law enforcement if that is permitted by Utah Code § 53G-8-211.

Utah Code § 53G-9-605 (2019)
Utah Admin. Rules R277-613-4(1)(a) (September 8, 2024)
Utah Admin. Rules R277-613-7 (September 8, 2024)

F. Hazing and Cyberbullying Prohibited

1. No student may engage in hazing or cyberbullying of a student or of a school employee at any time or at any location.

2. Students who engage in hazing or cyberbullying are in violation of this policy and verified infractions shall result in disciplinary action up to and including expulsion as well as suspension or removal from a school-sponsored team or activity, including school sponsored transportation, consistent with the District's Safe Schools Policy 5005.

3. The school may also determine to break up or dissolve a team, organization, or other school sponsored group for hazing violations by its members.

4. Anonymous reports of hazing or cyberbullying alone cannot constitute the basis for formal disciplinary action.

5. The school or district may also report infractions to law enforcement if that is permitted by Utah Code § 53G-8-211.

Utah Code § 53G-9-605 (2019)
Utah Admin. Rules R277-613-4(1)(a) (September 8, 2024)

G. Retaliation Prohibited

1. No student may engage in retaliation against a school employee, a student, or an investigator for, or witness of, an alleged incident of bullying, cyberbullying, hazing, or retaliation ~~against a school employee or student, or an alleged incident of abusive conduct~~.

2. Students who engage in retaliation are in violation of this policy and for verified infractions are subject to disciplinary action up to and including expulsion, consistent with the District's Policy 5005 Safe Schools – Student Discipline/Behavior.

3. Anonymous reports of retaliation alone cannot constitute the basis for formal disciplinary action.

4. The school shall inform students who have reported being subject to bullying, cyberbullying, or hazing and these students' parents that retaliation is prohibited and shall encourage the students and parents to be aware of and to report any subsequent problems or new incidents.

Utah Code § 53G-9-605 (2019)
Utah Admin. Rules R277-613-4(1)(a) (September 8, 2024)

H. ~~Making a~~ False ~~Report~~ Allegations Prohibited

1. No student may make a false allegation of bullying, ~~abusive conduct,~~ cyberbullying, hazing, or retaliation against a school employee or student.

2. Students who engage in making such false allegations are in violation of this policy and verified violations shall result in disciplinary action up to and including expulsion, consistent with the District's Policy 5005 Safe Schools – Student Discipline/Behavior.

Utah Code § 53G-9-605(3)(d) (2019)

Utah Admin. Rules R277-613-4(1)(a) (September 8, 2024)

I. Additional Prohibitions

1. Any bullying, cyber-bullying, or hazing that is found to be targeted at a federally protected class is further prohibited under federal anti-discrimination laws and is subject to compliance regulations from the Office for Civil Rights (see Policy 5265).

2. A student shall not share a recording of an act of bullying, cyber-bullying, hazing, abusive conduct, or retaliation, in order to impact or encourage future incidents.

J. ~~Action Plan~~ Reporting and Investigation

1. Students who have been subjected to or witnessed bullying, cyber-bullying, hazing, or retaliation, and students who have witnessed abusive conduct, are strongly encouraged to promptly report such incidents to any School employee. School employees who receive reports of such incidents must report them to the school designee. In connection with a report of an alleged incident, students and School employees who report incidents may request that their identity be kept anonymous, and reasonable steps shall be taken by the school designee and others involved in the reporting and investigation to maintain the anonymity of such individuals, if possible.

2. The school or LEA designee shall report to the Office of Civil Rights (OCR) all acts of bullying, hazing, cyber-bullying, abusive conduct, or retaliation that the individual reasonably determines may be violations of a student's or employee's civil rights.

3. Students, parents/guardians/families, and school staff are encouraged to submit written complaints to ensure the school administrator is adequately informed of all details relevant to the complaint.

4. Complaints may also be submitted through the SafeUT application.

5. School employees must implement preventative measures to protect students from retaliation, including assisting students who are targeted by incidents and the student's parent(s) in reporting subsequent problems and new incidents. Staff will promptly investigate each complaint of bullying in a thorough and confidential manner, including, to the extent possible, anonymous reports, and shall administer appropriate discipline to all individuals who violate this policy. Formal disciplinary action is prohibited based solely on an anonymous report.

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

   Utah Admin Rules R277-613-5(2), (3), (4) (September 8, 2024)

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

   ~~*Utah Admin. Rules R277-613-5(6) (May 24, 2022)*~~

8. ~~When it is determined that a student has been bullied, cyberbullied, or hazed, this plan of action should include consideration of what support, counseling, or other assistance the student may need to prevent such mistreatment from adversely affecting the student's ability to learn and function in the school setting.~~

   ~~*Utah Code § 53G-9-605(3)(g) (2019)*~~

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

   ~~*Utah Admin. Rules R277-613-5(7) (May 24, 2022)*~~

10. ~~The plan of action may also include positive restorative justice practice action, if permitted. Restorative justice practice is a discipline practice that brings together students, school personnel, school families, and community members to resolve conflicts, address disruptive behaviors, promote positive relationships, and promote~~

~~healing. An alleged targeted student is *not* required to participate in a restorative justice practice with an alleged perpetrator. If the principal or designee desires to have a student participate, the principal or designee shall first inform that student's parent about the restorative justice practice and obtain the parent's consent prior to such participation.~~

~~*Utah Admin. Rules R277-613-2(12) (May 24, 2022)*~~
~~*Utah Admin. Rules R277-613-6(7) (May 24, 2022)*~~

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

    ~~*Utah Admin. Rules R277-613-4(5) (May 24, 2022)*~~

12. ~~The principal or designee shall follow up with parents of all students involved (victim or perpetrator), informing parents when an investigation is concluded, what safety measures will be in place for their child as determined by the investigation, of additional information about the investigation to the extent consistent with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and of any available appeal options if a parent disagrees with the resolution of the investigation.~~
    ~~*Utah Admin. Rules R277-613-5(10) (May 24, 2022)*~~

13. If a school employee, agent, or school resource officer believes a student is at-risk of harming others, the school employee, agent, or school resource officer may intervene and ask a student questions regarding the student's thoughts of harming others for the purposes of referring the student to appropriate prevention services and informing the student's parent.

14. Box Elder School District shall establish and post on each school's webpage under the student tab:

    a. procedures allowing for anonymous or in-person reporting of bullying, cyber-bullying, hazing, retaliation, or abusive conduct; and

    b. the name and position of the school designee to receive reports.

15. Each reported complaint should include:

    a. name of the complaining party, unless anonymous;

    b. name of the offender if known;

c. date and location of incident(s); and

d. a statement describing the incident(s), including the names of any witnesses.

16. All information received in the complaint, including the name of the complaining party, shall be treated with the utmost confidence to the extent possible. Administrators shall notify the complaining party before revealing the complaining party's name.

17. It is Box Elder School District's policy, in compliance with state and federal law, that students have a limited expectation of privacy on Box Elder School District' 's computer equipment and network system, and routine monitoring or maintenance may lead to discovery that a user has engaged in prohibited conduct. Also, individual targeted searches under this policy will be conducted if there is reasonable suspicion that a user has violated this policy. Personal electronic devices of any student suspected of violating this policy may be confiscated for investigation and may be turned over to law enforcement.

K. Parent Notification/Documentation

1. The School Administrator (or their designee) must notify parents that their student was involved in an incident of bullying, cyberbullying, hazing, abusive conduct, or retaliation, including incidents that result in a student expressing suicidal ideation. Timeliness of notification may vary depending on the circumstances of an incident. If a school employee or agent believes that a situation exists which presents a serious threat to the well-being of a student, that employee or agent shall notify the student's parent without delay.

   a. A phone call with a follow-up email is the preferred method for delivering this notification; however, if the administrator has left a voicemail message but has been unable to connect telephonically with the parent, an email will be sufficient.

   b. The school administrator who notifies parents/guardians/families under this section shall keep an incident report which includes a record verifying that notification was provided to the parents/guardians/families of each student involved.

   c. It is recommended that the parent be informed of the threat or incident with two school people present.

2. The administrator's record of notification must include the date and time of notification, manner of notification (phone call, in-person meeting, etc.), and an indication of the type of incident. The incident report may be disclosed to the parents/guardians and/or students involved, but it may not be disclosed to any other person or entity except when required by a valid court order as provided in Utah Code.

3. Following the investigation of an incident, An LEA shall follow up with the parents of all parties to:

    a. inform parents of the outcome when an investigation is concluded;

    b. provide additional information about the investigation or the resolution consistent with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g; and

    c. inform parents of appeal options, if available, if the parents disagree with the resolution of the investigation.

4. If an incident is verified, the school will inform parents what safety measures will be in place for their child and regularly update the parents regarding the implementation of an action plan.

L. Action Plan

1. Verified violations of the prohibitions noted previously may result in:

    a. use a discipline plan consistent with Admin Rule R277-609;

2. Use of restorative justice practices consistent with Admin Rule R277-613;

    a. A student to whom an incident is directed, is not required to participate in a restorative justice practice with an individual who is alleged to have engaged in an incident. If the school designee would like a student to participate in a restorative justice practice, the school designee shall notify the student's parent of the restorative justice practice and obtain consent from the student's parent before including the student in the process.

3. The provision of supportive services designed to preserve the student's access to educational opportunities and a sense of safety.

4. Other actions against student or employee as appropriate; and

5. Additionally, an LEA shall create an action plan for verified incidents:

    a. An action plan shall include:

        1) a communication plan designed to keep each parent updated on the implementation of the action plan;

        2) with respect to the student to whom the incident was directed and in direct coordination with the student's parent:

            a) a tailored response to the incident that addresses the student's needs

            b) a mechanism to consider consequences or accommodations the student may need regarding decreased exposure or interactions with the student who caused the incident

            c) notification of the consequences and plan to address the behavior of the student who caused the incident;

            d) supportive measures designed to preserve the student's access to educational services and opportunities; and

            e) to the extent available, access to other resources the parent requests for the student; and

        3) with respect to the student who caused the incident and in direct coordination with the student’s parent:

            a) A range of tailored and appropriate consequences, making reasonable efforts to preserve the student's access to educational services and activities;

            b) a process to determine and provide any needed resources related to the underlying cause of the incident;

            c) supportive measures designed to preserve the student's access to educational services and opportunities while protecting the safety and well-being of other students; and

            d) a process to remove the student from school in an emergency situation, including a description of what constitutes an emergency.

6. An action plan may not include a requirement that the student to whom the incident was directed change the student's:

    a. Educational schedule or placement; or

    b. Participation in a school sponsored sport, club, or activity.

7. If, after the school attempts to involve a parent in the development and implementation of an action plan, the parent chooses not to participate in the process, the school may develop and implement an action plan without the parent's involvement.

8. Actions must also include, as appropriate:

    a. Prompt reporting to law enforcement of all acts of bullying, cyber-bullying, hazing, or retaliation that constitute suspected criminal activity;

    b. Procedures for a fair and timely opportunity for the accused to explain the accusations and defend his/her actions prior to student or employee discipline; and

    c. Procedures for providing due process rights under Utah Code § 53G-11-501.

9. In determining the appropriate response to students who have been found to have engaged in a verified incident, the following factors should be considered:

    a. The development and maturity levels of the parties involved;

    b. The level of harm;

    c. The surrounding circumstances;

    d. Past incidents or past continuing patterns of behavior;

    e. The relationships between the parties involved;

    f. The level of disruption in or interference with the orderly operation of the school.

M. Training and Education

1. Each school shall establish procedures for training school employees, coaches, volunteers and students on bullying, cyberbullying, hazing, retaliation, or abusive conduct. The principal or designee shall be the point person to assist, direct, and supervise training on these matters.

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

        1) Include information on:

            a) Bullying, cyberbullying, hazing, retaliation and abusive conduct;

            b) Discrimination under Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990;

            c) How bullying, cyberbullying, hazing, retaliation, and abusive conduct are different from discrimination and may occur separately from each other or in combination,

            d) How bullying, cyberbullying, hazing, retaliation, and abusive conduct are prohibited based on the students' or employees' actual or perceived characteristics, including race, color, national origin, sex, disability, religion, gender identity, sexual orientation, or other physical or mental attributes, or conformance or failure to conform with stereotypes, and

            e) The right of free speech and how it differs for students, employees, and parents;

        2) The training will also complement the suicide prevention program required for students under R277-620 and the suicide prevention training required for licensed educators consistent with § 53G-9-704(1); and also

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

            Utah Admin. Rules R277-613-4(6) (September 8, 2024)
            Utah Admin. Rules R277-613-5(1)(c) (September 8, 2024)
            Utah Admin. Rules R277-605-6(4) (July 22, 2022)

    b. This training shall be required of ~~provided to all~~:

1) new employees, coaches, and volunteers within the first year of employment or service;

2) ~~and shall be provided to~~ all employees, coaches, and volunteers at least once every three years after the initial training.

Utah Admin. Rules R277-613-4(7) (September 8, 2024)
Utah Admin. Rules R277-605-6(4) (July 22, 2022)

c. In addition to training school employees and educating students mentioned above, any student, employee, or ~~all~~ volunteer coache~~s, employees, and students involved~~ participating in a school sponsored athletic program, both curricular and extracurricular, ~~in any curricular athletic program~~ or any extra-curricular club or activity shall~~:~~, prior to participating in the athletic program or activity, participate in ~~Complete~~ bullying, cyberbullying, harassment, ~~and~~ retaliation, hazing, and abusive conduct prevention training ~~prior to participation~~;

d. Repeat bullying, cyberbullying, harassment and hazing prevention training at least every three years;

e. Box Elder School District will inform student athletes and extracurricular club members ~~Be informed annually~~ of the prohibited activities list provided previously in this policy under R277-613 and the potential consequences for violation of the law and the rule ~~this policy~~.

f. The content of this activity training shall be developed in collaboration with the Utah High School Activities Association (UHSAA) and the training shall also be provided in collaboration with UHSAA. The school shall obtain and keep signature lists of the participants in the activity training.

Utah Admin. Rules R277-613-6 (September 8, 2024)
Utah Admin. Rules R277-605-6(4) (July 22, 2022)

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

Utah Code § 53G-9-605 (2019)

h. The District may also offer voluntary training to parents and students regarding abusive conduct.

Utah Code § 53G-9-607(1)(b) (2020)

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

Utah Admin. Rules R277-613-5(1)(b) (September 8, 2024)

N. Assessment

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

Utah Admin. Rules R277-613-4(4) (September 8, 2024)
Utah Code § 53E-9-203 (2022)

O. Publication and Acknowledgment

1. A copy of this policy shall be included in student conduct handbooks, shall be provided to the parent of each student enrolled in the District, and shall be available on the District's publicly accessible website for faculty, staff, administrators, volunteers, students, parent(s), and community to access.

2. Each student 8 years of age and older and a parent of each student enrolled in the District shall annually provide a signed statement stating that the student and parent has received a copy of this policy; however, such a statement is not a substitute for having met the training requirements of this policy.

Utah Code § 53G-9-605(3)(h), (4) (2019)
Utah Admin. Rules R277-613-4(1)(d), (2) (September 8, 2024)

P. ~~Parental Notification of Incidents~~

1. ~~The school shall notify the parent or a student who is involved in an incident of bullying, hazing, cyberbullying, abusive conduct, or retaliation (whether as a target or as a perpetrator).~~

2. ~~The school is also required to notify and provide suicide prevention information to the parent of a student who threatens suicide. In addition, the school shall produce and maintain a record that verifies that the parent was notified of the threats or incidents listed above. The record is a private record for purposed of the Government Records Access and Management Act.~~

   a. ~~The process for notifying a parent shall consist of:~~

      1) ~~The school principal or designee shall attempt to make personal contact with a parent when the school has notice of a threat or incident listed above. It is recommended that the parent be informed of the threat or incident with two school people present. If personal contact is not possible, the parent may be contacted by phone. A second school person should witness the phone call.~~

Q. ~~Contact with the parent must be documented in a "Verification of Parent Contact Regarding Threat or Incident".~~

1. ~~(A copy of the "Verification of Parent Contact Regarding Threat or Incident" is attached below.) Subject to laws regarding confidentiality of student education records, at the request of a parent, a school may provide information and make recommendations related to an incident or threat.~~

   ~~*Utah Code § 53G-9-604 (20232)*~~
   ~~*Utah Admin Rules R277-613-4(2) (May 24, 2022)*~~

2. ~~The record of parental notification shall be maintained in accordance with the Utah Code Title 53E, Chapter 9, Part 3 Student Data Protection, Title 53E, Chapter 9, Part 2, Student Privacy, and the Federal Family Educational Rights and Privacy Act ("FERPA"). A copy of the record of parental notification shall upon request be provided to the student to whom the record relates. After the student has graduated, the District shall expunge the record of parental notification upon request of the student.~~

   ~~*Utah Code § 53G-9-604(2)(a)(ii) (2023)*~~

R. Annual Reporting ~~to State Superintendent~~

1. Box Elder School District is required by Utah Code § 53E-3-401(3) and Admin Rule R277-613 to report the following annually ~~Each year,~~ on or before June 30, ~~the District shall submit a report~~ to the State Superintendent ~~which includes~~ in accordance with the Superintendent's submission requirements:

a. a copy of the District's bullying policy required in R277-613-4;

b. implementation of the signed statement requirement described in Utah Code §53G-9-605(3)(g) ~~confirmation of compliance with the requirement to obtain a signed acknowledgment of the policy from students, parents, and employees~~;

c. verification of required training of school employees regarding bullying, cyberbullying, hazing, retaliation, and abusive conduct described in Utah Code § 53G-9-607;

d. ~~the number of verified and alleged~~ incidents of student bullying, cyberbullying, hazing, and retaliation; and

e. the number ~~and type~~ of ~~those~~ incidents that ~~either~~ includ~~ed~~ a student ~~or employee~~ who ~~is part of a federally protected class or~~ was bullied, cyberbullied, hazed, or retaliated against due to or based on ~~because of~~ the student's ~~or employee's~~ actual or perceived characteristics, including disability, race, national origin, religion, sex, gender identity, sexual orientation, or other characteristic.

Utah Admin. Rules R277-613-5(11) (September 8, 2024)

S. Employee Grievance

1. A School employee who has experienced abusive conduct must report the incident to the School or LEA designee in writing. If the school employee is not satisfied with the school or designee's investigation of the abusive conduct and/or the resulting disciplinary action (or) recommended disciplinary action against the perpetrator, the school employee may address/raise the issue in accordance with the school's grievance policies.

2. A school employee found to have committed an act of bullying, cyberbullying, hazing, or retaliation will be disciplined in accordance with district policy.

3. This policy applies to bullying that:

   a. Takes place at school or on school grounds, meaning: a school building; property on which a school building or facility is located; and property that is owned, leased or used by a school for a school-sponsored activity, function, program, instruction or training. "School grounds" also includes school-related transportation vehicles.

b. Takes place while students are being transported to or from schools or school-sponsored events;

c. Takes place at any school-sponsored event, activity, function, program, instruction or training; or

d. Takes place through the use of technology. School officials have the authority to discipline students for off-campus or online speech that causes or threatens a substantial disruption to School operations, including violent altercations or a significant interference with a student's educational performance and involvement in School activities.

4. This policy does not prohibit expressive activity protected by the First Amendment of the United States Constitution. However, if off-campus speech that may constitute a bullying, cyber-bullying, or hazing incident creates a substantial disruption to the school environment, Box Elder School District may take disciplinary action against the student who initiated the speech.

VERIFICATION OF PARENT CONTACT REGARDING THREAT OR INCIDENT

I, [Name] , principal or principal's designee, contacted [Name of parent] on [Date] and notified him or her that [Name of student] was involved in an incident of bullying, hazing, cyberbullying, abusive conduct, or retaliation. Contact was made:
[__] in person
[__] by telephone (number used: _____)
[__] by email (email address used: _____)
[__] by other method (specify): _____

Notice was given of:
[__] bullying incident
[__] cyberbullying incident
[__] abusive conduct incident
[__] hazing incident
[__] retaliation incident
[__] suicide threat

[Name of school staff member]_____ , witnessed the contact.

This form was scanned and uploaded into Educator's Handbook _____
Date

_____ _____ _____
Principal or Principal's Designee Title Date

_____ _____ _____
School Staff Member Title Date

A retiree reception was held for all those retiring and their families in the commons area of Alice C. Harris Intermediate School.

Michelle McConkie from the State Trust Lands Administration presented the video that Garland Elementary submitted for the state wide contest. Garland Elementary was awarded first place in the contest and received a $250 check. Nancy Kennedy, Trustlands Advisory Committee Member and former School Board Member, accepted the award on behalf of Garland Elementary.

Retiring Employee Recognitions

Coerina Fife, Executive Director of Personnel and Title IX, presented the employee retirement awards to:

Blaine Norris-McKinley 5th Grade Teacher, 26 Years
Cheryl Thomson- Golden Spike, Preschool Teacher, 17 Years
Colleen Mitchell-McKinley, SpEd Para, 30 Years
Daniel Francom- Harris, CTE/Spanish Teacher, 27 Years
Diana Udy- Young, Spanish/Health, Teacher, 32 Years
George Christensen- BRHS, Custodian, 9.5 Years
Jan Christensen-Transportation, Bus Driver, 24 Years
Iwalani DiPrima- Willard, Head Custodian, 20 Years
Jeri Santos- District Office, Secondary/CTE Secretary, 32 Years
Joylene Ritchie-Snowville, K-2 Teacher, 26 Years
Kim Miller-Harris, Counselor, 34 Years well
Laura Lee Hull- Harris, ELL Teacher, 25.5 Years
Lola Baker- Fielding, Kindergarten Teacher, 40 Years
Mary Bingham- District Office, Medicaid Secretary, 25 Years
Michael Reeder- BEHS, Band Teacher, 30 Years
Michelle Coombs- North Park, Kitchen Manager, 25 Years
Nancy Anderson- Sunrise, Para, 17 Years
Robert Mattson- District Office, Custodial/Maintenance, 37 Years
Robin Myers-Harris, Custodian, 32 Years
Tami Bingham- District Office, Payroll Clerk, 24 Years
Tresa Hunsaker- District Office, Nutrition Training Coordinator, 30 Years
Trudie Checketts- BEHS, Attendance Secretary, 30 Years

TENTATIVE MINUTES OF A REGULAR
MEETING OF THE BOARD OF EDUCATION
BOX ELDER SCHOOL DISTRICT
May 14, 2025

Nominate President Pro Tempore to Conduct May 14, 2025 Board Meeting
Neil Stevens, Business Administrator, opened the meeting to nominate a President Pro Tempore in the absence of both the Board President and the Board Vice President.

Julie Taylor nominated Wade Hyde for President Pro Tempore; Karen Cronin seconded the motion. No other nominations were made. Approval was unanimous.

Karen Cronin – Yes
Julie Taylor – Yes
Wade Hyde – Yes
Bryan Smith - Yes

Wade Hyde, as President Pro Tempore, called the meeting to order.

Reverence offered by Neil Stevens, Business Administrator.

Flag Salute/Pledge of Allegiance by Stephanie DeFilippis, Board Member.

Recognitions
Stephanie DeFilippis, Board Member

The BRHS Sterling Scholars were recognized:

- Maggie Parker – Dance
- Alyssa O'Neal – Mathematics
- Kate Logan - Visual Arts
- Josi Jensen - Business & Marketing
- Alysha Spotten - Family & Consumer Science
- Reese Johnson - Social Sciences
- Shelby Wilkinson - World Languages
- Isabelle Christensen - Instrumental Music
- Kendyl Archibald – English
- Rachel Nelson - Skilled & Technical Sciences
- Emily Robison – Science
- Logun Knudsen - Computer Technology
- CJ Kearl - Speech/Theatre Arts/Forensics

The Bear River High FFA was awarded the following State Awards
6 Chapter Awards:

- Five Star Chapter Award
- Superior Chapter Award
- Overall Chapter State Fair Sweepstakes Winner
- Ag Mechanics State Fair Sweepstakes Award
- Sheep Exhibit State Fair Sweepstakes Award
- Swine Exhibit State Fair Sweepstakes Award
- Many other team and individual awards

The following students were awarded the 2025 Ritchey Science Fair Awards:

- Sarah Pace - 1st Place in Botany
- Alliya Orellana - 2nd Place in Zoology/Microbiology

- Anna Allred - 3rd Place in Medical/Health
- Raylayne Logan - Excellent in Math/Physics/Astronomy/Earth and Space

Jennie Cross, District Office English Language Literacy Coach, was highlighted for her efforts and student achievements in the program.

Braun Bowden, CTE Teacher at Box Elder High School presented on the BEHS little house construction projects. The students participating in the project were also in attendance. The little house construction project is done in conjunction with The Otherside Village.

Superintendent Carlsen highlighted the Box Elder High School collaboration with the Otherside Village. Braun Bowden provided a detailed explanation of the collaboration.

Certificated Employee and Volunteer Recognitions

Lewis Whitaker, BEAA president, presented the following awards:

- Outstanding District Administrator: Coerina Fife
- Outstanding Elementary Administrator: Kristi Capener-Fielding Elementary
- Outstanding Secondary Administrator: Chad Kirby-Bear River Middle
- Outstanding Related Services: Kenley Kellerstrass-School Nurse
- Outstanding Related Services: Eric Dutson-Speech Therapist
- Outstanding Elementary Teacher: Chrissy Nelson-McKinley Elementary
- Outstanding Elementary Teacher: Kristen Taylor-Discovery Elementary
- Outstanding Secondary Teacher: Tom Davidson-BEHS
- Outstanding Secondary Teacher: Daniel Francom-Alice C. Harris Intermediate
- Outstanding Volunteer: Connie Toone-Alice C. Harris Intermediate
- Outstanding Volunteer: Emilee Stromness-Golden Spike Elementary

Approval of Agenda

Karen Cronin motioned to approve the agenda; Stephanie DeFilippis seconded the motion. The motion was approved unanimously.

Karen Cronin – Yes
Julie Taylor – Yes
Wade Hyde – Yes
Bryan Smith - Yes

Public Comment

Laura Wheatly provided public comment on the annual PTA convention.

Ben Wiley commented on CTE programs and the benefits of the CTE programs to schools and the community. Specifically, he was supportive of moving the 9th grade to the high schools.

First Public Comment on School Fees

Keith Mecham, Assistant Superintendent of Secondary Education, presented the school fee schedule.

Julie Taylor and Karen Cronin asked clarifying questions on school fees.

Cassandra Merill provided public comment in support of the school fees plan and offered to help support the District in a way to raise awareness of school fees.

Julie Shumway believes school fees should not go up, and believes public education should be free.

Action Items

Approval of Amendment to Century Elementary's 2024-25 SLT Plan
Heidi Jo West, Assistant Superintendent of Elementary Teaching & Learning presented the amendment to the Century Elementary School Land Trust Plan.

Julie Taylor motioned to approve the SLT Plan amendments. Karen Cronin seconded the motion. Motion passed unanimously.

Karen Cronin – Yes
Julie Taylor – Yes
Wade Hyde – Yes
Bryan Smith - Yes

Approval of Positive Behavior Support Plans
Megan Bushnell, Student Services Director, presented the Positive Behavior Support Plans for approval.

Karen Cronin motioned to approve the Positive Behavior Support plan. Julie Taylor seconded the motion. Motion passed unanimously.

Karen Cronin – Yes
Julie Taylor – Yes
Wade Hyde – Yes
Bryan Smith - Yes

Approval of Negotiation Teams
Superintendent Carlsen presented the Box Elder School District negotiation teams for approval.

Karen Cronin motioned to approve the negotiation teams. Stephanie DeFilippis seconded the motion. Motion passed unanimously.

Karen Cronin – Yes
Julie Taylor – Yes

Wade Hyde – Yes
Bryan Smith - Yes

Approval of Modification of TSSA Framework
Keith Mecham & Heidi Jo West, Assistant Superintendents of Curriculum presented the TSSA Framework for the 2025-26 school year.

Karen Cronin motioned to approve the TSSA Framework. Julie Taylor seconded the motion. Motion approved unanimously.

Karen Cronin – Yes
Julie Taylor – Yes
Wade Hyde – Yes
Bryan Smith - Yes

Approval of 2025-2026 Board Meeting Calendar
Superintendent Carlsen presented the 2025-26 meeting calendar for approval.

Julie Taylor motioned to approve the 2025-26 meeting calendar. Stephanie DeFilippis seconded the motion. Motion passed unanimously.

Karen Cronin – Yes
Julie Taylor – Yes
Wade Hyde – Yes
Bryan Smith - Yes

Information Items

ACT Data
Jeff Morris, Assessment Director, presented the 2024-25 ACT data and student outcomes.

Karen Cronin asked a clarifying question on college readiness and the ACT data.

Adult Education State Audit Report (Sunrise High School)
Keith Mecham, Assistant Superintendent of Secondary Education, presented the results of Adult Education audit by the USBE.

Karen Cronin commented in support of the efforts of the adult education program at Sunrise High School.

Counseling Report
Ben Wiley, CTE Director, presented the School Counseling report. USBE has approval the changes to the school counselor ratios in BESD secondary schools.

Governor's Visit to Box Elder Middle School

Keith Mecham, Assistant Superintendent, presented on the impromptu visit by Governor Cox to Box Elder Middle School. The Governor played kickball with students and visited with teachers.

Monthly Financial Report
Neil Stevens, Business Administrator, presented the year end changes to state funding and preliminary allocations for the next school year. Several Board Members asked clarifying questions on the allocation amounts.

Board Committee Reports
Karen Cronin asked clarifying questions on school safety and having doors locked while teaching. Superintendent Carlsen answered the questions.

Student Board Member Report
Easton Johnson presented the Student Board Member report on athletic achievements, scholarships awarded, and year-end high school activities in Elder School District.

Superintendent Carlsen presented Easton with a plaque and award and thanked him for his service.

Policy Review

Policies With No Changes:
Policy 2020 Budget Implementation
Policy 2050 Payroll Deductions
Policy 2051 Deferred Compensation/Tax Sheltered Annuity Programs
Policy 2060 Deducted Absences
Policy 4020 Individual Learning Plan
Policy 4086 Comprehensive Counseling and Guidance Program
Policy 4087 Work-Based Learning
Policy 4090 Student Progress Reporting
Policy 4095 Student Attendance Reporting
Policy 5205 Use of Protective Eyewear

Karen motioned to approve the policies with no changes. Stephanie DeFilippis seconded the motion. Motion passed unanimously.

Karen Cronin – Yes
Julie Taylor – Yes
Wade Hyde – Yes
Bryan Smith - Yes

First Reading
Policy 1190 District Annual Reports
Policy 2105 Cash investment and Management of School District Funds
Policy 2030 Procurement: Purchasing

Policy 3008 Employee Communications/Addressing Concerns
Policy 3035 Employee Criminal Background Checks and Arrest Disclosure Requirements
Policy 3086 Employee Use of Personal and District Electronic Devices
Policy 4050 Grades 6-8 Middle Level General Core Requirements
Policy 4067 Curriculum: Ethnic Studies
Policy 5110 Technology Security
Policy 5035 Attendance Requirements/Procedures
Policy 5270 Student Rights and Responsibilities Bullying, Cyberbullying, Hazing, and Abusive Conduct

Karen Cronin asked clarifying questions on Policy 3008. Policy 2030 was changed to reflect that the Board will approve contracts and purchases over $150,000. Definitions on Policy 5110 were clarified. No changes were made to Policy 5110. Superintendent Carlsen clarified the changes to 3008 that no retaliation would occur.

Karen Cronin motioned to approve these policies on first reading. Stephanie DeFilippis seconded the motion. The Motion passed unanimously.

Second Reading
Policy 1110 Public Participation in Board Meeting
Policy 2150 Buildings and Grounds Security
Policy 3010 Employee Bullying and Hazing
Policy 3060 Accommodations for Employee Religious Belief or Conscience
Policy 3112 Certificated: Job Descriptions
Policy 3126 Certificated: Sickness, Absences and Leaves
Policy 3212 ESP: Paraprofessional Qualifications
Policy 4030 Elementary School Curriculum

Karen Cronin motioned to approved these policies on first reading. Stephanie Julie Taylor seconded the motion. The Motion passed unanimously.

Karen Cronin – Yes
Julie Taylor – Yes
Wade Hyde – Yes
Bryan Smith - Yes

Consent Items

Minutes

Claims
The following claims were presented for approval: 53510-53770, 2041425, 5041025,7043025, 8043025,9041825,9043025, 101488- 1011491, 1106340- 1106436, 273-250, 16800605- 1680069, 30403166- 30403183, 30803771- 30803787, 40403427-

404-03435, 40804614- 40804746, 70415264- 70415346, 70814643 – 70815437, 77800618, 466, 779, 844, 1006, 1045, 1291, 1342, 1607, 1741, 1855, 1856, 1920, 1999, 2005, 2008, 2016, 2022, 2023 2024, 2030, 2037 -2125

Personnel
See agenda for details.

Out of State Trip Requests
See agenda for details.

150 Trip Requests
See agenda for details.

Agreements
Karen Cronin asked clarifying questions on the Red Cross contract. Neil Stevens, Business Administrator, responded to those questions.

Karen Cronin asked clarifying questions on the 7 Mindsets contract for SEL. Megan Bushnell, Student Services Director, responded to those questions.

Julie Taylor motioned to approve the consent agenda items. Karen Cronin seconded the motion. The motion passes unanimously.

Upcoming Events
BEHS Graduation - May 27, 2025 at 6:00 pm at Dee Events Center
BRHS Graduation - May 28, 2025 at 8:00 pm at the BRHS Field
Sunrise Graduation - June 12, 2025 at 6:00 pm at BEHS Gymnasium
Boys & Girls Club Annual Fundraiser - June 20, 2025

Julie Taylor motioned to go into closed session for the purposes of collective bargaining. Stephanie DeFilippis seconded the motion. Motion approved unanimously.

Karen Cronin – Yes
Julie Taylor – Yes
Wade Hyde – Yes
Bryan Smith - Yes

Closed Session to Discuss Collective Bargaining and Personnel
Karen Cronin motioned to close the closed session. Julie Taylor seconded the motion. Motion approved unanimously.

Karen Cronin – Yes
Julie Taylor – Yes
Wade Hyde – Yes
Bryan Smith - Yes

Adjournment

The next meeting of the Board of Education will be held on Monday, May 19, 2025, with a Work Session from 6:00 to 8:00 and June 11, 2025, with a Work Session at 5:30 and a Regular Session at 6:30 p.m., both at the Independent Life Skills Center, 960 S Main St, Brigham City, Utah.

APPROVED: _____

ATTESTED: _____ _____

School Business Administrator President, Board of Education

Batch Year: 25 Bank: All Date Range: 05/01/2025 - 05/31/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00051353	CV	05/30/2025	1	MORGANNE EVANS	-10.00
01	00052201	CV	05/28/2025	11762	PHILLIP ALBRIGHT	-180.00
01	00053771	C	05/01/2025	1	JESS HUNSAKER	63.00
01	00053772	C	05/01/2025	1	JILL TOONE	24.30
01	00053773	C	05/01/2025	25909	AMERIGAS PROPANE	2,290.06
01	00053774	C	05/01/2025	85738	BEAR RIVER HIGH SCHOOL	4,957.78
01	00053775	C	05/01/2025	100913	BORDER STATES INDUSTRIES, INC	4,851.14
01	00053776	C	05/01/2025	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	1,377.00
01	00053777	C	05/01/2025	123130	CACHE COUNTY SCHOOL DISTRICT	68,203.33
01	00053778	C	05/01/2025	107994	CERTIFIED SHRED	141.00
01	00053779	C	05/01/2025	158220	COVER UP	1,212.54
01	00053780	C	05/01/2025	73350	DAR'S WELDING	74.70
01	00053781	C	05/01/2025	62235	DEX IMAGING LLC	201.00
01	00053782	C	05/01/2025	73121	DYLAN SMITH	139.49
01	00053783	C	05/01/2025	72591	ERICA FINNERAN	3,000.00
01	00053784	C	05/01/2025	71048	GEORGE'S POINT S TIRE	1,083.78
01	00053785	C	05/01/2025	367473	HOBART	2,670.79
01	00053786	C	05/01/2025	110561	MAXIM HEALTHCARE SERVICES INC	891.62
01	00053787	C	05/01/2025	111273	NUCO2 LLC	2,561.10
01	00053788	C	05/01/2025	66435	OBSERVERTAB, LLC	4,115.80
01	00053789	C	05/01/2025	511570	UTAH LABOR COMMISSION DIVISION OF	170.00
01	00053790	C	05/01/2025	999016	UTAH RETIREMENT SYSTEMS	14,160.21
01	00053791	C	05/01/2025	63177	VALANT MEDICAL SOLUTIONS, INC	165.00
01	00053792	C	05/01/2025	24580	VERIZON WIRELESS	6,175.64
01	00053793	C	05/01/2025	38210	OGDEN ECCLES CONFERENCE CENTER	990.00
01	00053794	C	05/01/2025	932187	WEST FIELD STREAM WATER	184.00
01	00053795	C	05/01/2025	31364	95 PERCENT GROUP LLC	182.60
01	00053796	C	05/01/2025	38032	AMAZON CAPITAL SERVICES INC	15,338.87
01	00053797	C	05/01/2025	106497	APPLE STORE	578.00
01	00053798	C	05/01/2025	46540	BOB BOOKS PUBLICATIONS LLC	95.94
01	00053799	C	05/01/2025	100913	BORDER STATES INDUSTRIES, INC	302.23
01	00053800	C	05/01/2025	100293	DELL INC	2,068.58
01	00053801	C	05/01/2025	180241	DEMCO INC	329.61
01	00053802	C	05/01/2025	64270	DIRECT MOP SALES, INC	147.08
01	00053803	C	05/01/2025	103155	EAI EDUCATION	1,039.05
01	00053804	C	05/01/2025	109704	FOLLETT SCHOOL SOLUTIONS	149.06
01	00053805	C	05/01/2025	310920	GIBBS SMITH EDUCATION	5,770.70
01	00053806	C	05/01/2025	73849	HOWARD TECHNOLOGY SOLUTIONS	1,851.00
01	00053807	C	05/01/2025	386370	HYKO SUPPLY CO	2,689.65
01	00053808	C	05/01/2025	102697	INTERCONNECT SERVICES INC	6,542.78
01	00053809	C	05/01/2025	3026	INTERMOUNTAIN HYDRONIC SPECIALTIES	2,290.00
01	00053810	C	05/01/2025	60160	MARENEM INC	1,083.50
01	00053811	C	05/01/2025	633340	OFFICE DEPOT	2,741.87
01	00053812	C	05/01/2025	110417	RESCO	3,826.00
01	00053813	C	05/01/2025	108663	SCHOOL OUTFITTERS	664.07
01	00053814	C	05/01/2025	54313	SCHOOL SPECIALTY, LLC	1,839.50
01	00053815	C	05/01/2025	72206	SEMI SERVICE	20,617.08
01	00053816	C	05/01/2025	157371	STAPLES	4,055.52
01	00053817	C	05/01/2025	326670	STOTZ EQUIPMENT	1,218.73
01	00053818	C	05/01/2025	51837	SWEETWATER	2,354.00
01	00053819	C	05/08/2025	812477	ALSCO/AMERICAN LINEN	1,083.05
01	00053820	C	05/08/2025	66478	JAMES BAKER	473.00
01	00053821	C	05/08/2025	85738	BEAR RIVER HIGH SCHOOL	13,717.52
01	00053822	C	05/08/2025	102956	BEAR RIVER MENTAL HEALTH	55.01
01	00053823	C	05/08/2025	85748	BEAR RIVER MIDDLE SCHOOL	155.77
01	00053824	C	05/08/2025	85768	BEAR RIVER SEWER DEPT	255.50
01	00053825	C	05/08/2025	95835	JASON V BINGHAM	101.00
01	00053826	C	05/08/2025	104338	BOX ELDER HIGH SCHOOL	16,523.10
01	00053827	C	05/08/2025	104348	BOX ELDER MIDDLE SCHOOL	22,111.64
01	00053828	C	05/08/2025	13293	ROBERT BREITENBEKER	2,636.25
01	00053829	C	05/08/2025	111004	BRIDGERLAND APPLIED TECH/BATC	51,803.41
01	00053830	C	05/08/2025	113116	BRYSON SALES & SERVICE	9,897.19

Batch Year: 25 Bank: All Date Range: 05/01/2025 - 05/31/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00053831	C	05/08/2025	73016	CANON U.S.A., INC	8,828.67
01	00053832	C	05/08/2025	1490	COGNIA INC	7,000.00
01	00053833	C	05/08/2025	162470	CRUS OIL INC	1,377.15
01	00053834	C	05/08/2025	14958	CULLIGAN	71.75
01	00053835	C	05/08/2025	38091	DATAIO LLC	10,262.66
01	00053836	C	05/08/2025	729332	ECONO WASTE INC	7,436.66
01	00053837	C	05/08/2025	32263	TIFFANY EDDINGTON	760.03
01	00053838	C	05/08/2025	71668	CHELSEA ESCALANTE	303.38
01	00053839	C	05/08/2025	58955	BECKY EZOLA	718.20
01	00053840	C	05/08/2025	67407	MALISSA FREEZE	24.84
01	00053841	C	05/08/2025	304217	GARLAND CITY	1,600.06
01	00053842	C	05/08/2025	324430	GRAYBAR ELECTRIC COMPANY INC	20,132.85
01	00053843	C	05/08/2025	361	INTERMOUNTAIN HEALTHCARE	1,038.60
01	00053844	C	05/08/2025	111125	IML SECURITY SUPPLY	4,276.46
01	00053845	C	05/08/2025	67644	MICHELLE JENSEN	952.56
01	00053846	C	05/08/2025	63142	SHAWN JENSEN	105.84
01	00053847	C	05/08/2025	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	12,464.04
01	00053848	C	05/08/2025	467700	JOHNSON ELECTRIC MOTORS	899.95
01	00053849	C	05/08/2025	14427	JEANNIE JOHNSON	1,664.40
01	00053850	C	05/08/2025	57568	LANGUAGE ACCESS NETWORK LLC	143.59
01	00053851	C	05/08/2025	61794	GOGUARDIAN	689.00
01	00053852	C	05/08/2025	58246	LINDE GAS & EQUIPMENT INC	5,352.73
01	00053853	C	05/08/2025	74187	RICHARD MARTIN	100.00
01	00053854	C	05/08/2025	42064	JENNIE MONSEN-HANSEN	492.66
01	00053855	C	05/08/2025	57622	DAVID MORRIS	744.91
01	00053856	C	05/08/2025	29858	MOUNTAINLAND SUPPLY COMPANY	1,668.58
01	00053857	C	05/08/2025	71331	TASHA NORTON	92.80
01	00053858	C	05/08/2025	66435	OBSERVERTAB, LLC	11,978.10
01	00053859	C	05/08/2025	49859	JACKSON GROUP PETERBILT, INC.	8,763.58
01	00053860	C	05/08/2025	700077	PERRY CITY	270.81
01	00053861	C	05/08/2025	23337	PREMIUM MEAT COMPANY	220.00
01	00053862	C	05/08/2025	104992	PRINT SHOP	195.00
01	00053863	C	05/08/2025	35955	PROMO PLUS	717.00
01	00053864	C	05/08/2025	732367	RAFT RIVER RURAL	1,541.40
01	00053865	C	05/08/2025	892645	ROCKY MOUNTAIN POWER	5,672.80
01	00053866	C	05/08/2025	50369	S & P BRAKE SUPPLY, INC	842.58
01	00053867	C	05/08/2025	110789	CORE BUSINESS TECHNOLOGIES (SIP)	39.95
01	00053868	C	05/08/2025	10731	SMITH'S CUSTOMER CHARGES	11.07
01	00053869	C	05/08/2025	100705	JANET STOLWORTHY	673.00
01	00053870	C	05/08/2025	326670	STOTZ EQUIPMENT	162.68
01	00053871	C	05/08/2025	110914	SUPERIOR WATER AND AIR INC	35.95
01	00053872	C	05/08/2025	111109	TOM RANDALL DIST	2,303.30
01	00053873	C	05/08/2025	109356	TRANSPORT DIESEL INC	577.27
01	00053874	C	05/08/2025	891162	USSA / UTAH SCHOOL SUPT ASSN	225.00
01	00053875	C	05/08/2025	63177	VALANT MEDICAL SOLUTIONS, INC	165.00
01	00053876	C	05/08/2025	924155	WASTE MGMT OF UTAH INC	7,671.58
01	00053877	C	05/08/2025	941217	WILLARD CITY CORP	198.40
01	00053878	C	05/08/2025	40223	MARGARET SAM YATES	1,710.00
01	00053879	C	05/08/2025	31364	95 PERCENT GROUP LLC	3,490.00
01	00053880	C	05/08/2025	38032	AMAZON CAPITAL SERVICES INC	6,927.63
01	00053881	C	05/08/2025	47937	BOYLE APPLIANCE LLC	1,504.00
01	00053882	C	05/08/2025	108911	BUTTARS TRACTOR	20,325.00
01	00053883	C	05/08/2025	62235	DEX IMAGING LLC	4,581.60
01	00053884	C	05/08/2025	100148	HIGH NOON BOOKS	5,165.44
01	00053885	C	05/08/2025	386370	HYKO SUPPLY CO	5,284.91
01	00053886	C	05/08/2025	111184	LIFETIME PRODUCTS	2,199.95
01	00053887	C	05/08/2025	110154	MEDCO SCHOOL	234.80
01	00053888	C	05/08/2025	10804	MUSIC THEATRE INTERNATIONAL	740.00
01	00053889	C	05/08/2025	633340	OFFICE DEPOT	3,372.48
01	00053890	C	05/08/2025	699420	PERMA BOUND BOOKS	68.90
01	00053891	C	05/08/2025	157371	STAPLES	1,458.16
01	00053892	C	05/08/2025	861085	TVS PRO	5,617.30

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00053893	C	05/08/2025	110040	WALL 2 WALL	69,594.65
01	00053894	C	05/15/2025	1	NOELLE MERZ	28.25
01	00053895	C	05/15/2025	1	SHADEAU SECRIST	404.00
01	00053896	C	05/15/2025	1	TRUDIE CHECKETTS	11.00
01	00053897	C	05/15/2025	6617	ACME WATER CO	120.00
01	00053898	C	05/15/2025	44067	RENEE C. BEARD	240.00
01	00053899	C	05/15/2025	191	TAMI BINGHAM	150.00
01	00053900	C	05/15/2025	999055	BOX ELDER FOUNDATION	98.43
01	00053901	C	05/15/2025	108217	BRIGHAM CITY CORPORATION	50,913.88
01	00053902	C	05/15/2025	107994	CERTIFIED SHRED	141.00
01	00053903	C	05/15/2025	40363	CIO MEDICAL SERVICES	967.00
01	00053904	C	05/15/2025	71048	GEORGE'S POINT S TIRE	2,219.90
01	00053905	C	05/15/2025	110559	HARMONY HOME HEALTH LLC	4,303.10
01	00053906	C	05/15/2025	47244	TRESA HUNSAKER	150.00
01	00053907	C	05/15/2025	107389	INTERMOUNTAIN WORKMED-N OGDEN	75.00
01	00053908	C	05/15/2025	49026	IVY LANE PEDATRICS	18,590.53
01	00053909	C	05/15/2025	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	13,979.11
01	00053910	C	05/15/2025	107465	KIMBALL MIDWEST	63.84
01	00053911	C	05/15/2025	111821	JERI SANTOS	150.00
01	00053912	C	05/15/2025	802087	SNOWVILLE WATERWORKS INC	37.00
01	00053913	C	05/15/2025	112080	SQUIRE & COMPANY	1,350.00
01	00053914	C	05/15/2025	74330	THE CRAPPER COMPANY LLC	380.00
01	00053915	C	05/15/2025	852617	TREMONTON CITY CORP	2,110.45
01	00053916	C	05/15/2025	30546	TRI STATE OIL RECLAIMERS	150.00
01	00053917	C	05/15/2025	111143	UTAH HIGHWAY PATROL, VSS	4.50
01	00053918	C	05/15/2025	511570	UTAH LABOR COMMISSION DIVISION OF	60.00
01	00053919	C	05/15/2025	892916	DGO FUEL NETWORK TEAM	38,303.29
01	00053920	C	05/15/2025	110931	WEESE GLASS LLC	96.00
01	00053920	CV	05/19/2025	110931	WEESE GLASS LLC	-96.00
01	00053921	C	05/15/2025	31364	95 PERCENT GROUP LLC	3,490.00
01	00053922	C	05/15/2025	1724	ACE HARDWARE TREMONTON	209.99
01	00053923	C	05/15/2025	38032	AMAZON CAPITAL SERVICES INC	9,257.52
01	00053924	C	05/15/2025	106497	APPLE STORE	429.00
01	00053925	C	05/15/2025	108543	B & H PHOTO VIDEO	2,122.98
01	00053926	C	05/15/2025	106055	BLICK ART MATERIALS	7,693.90
01	00053927	C	05/15/2025	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	346.00
01	00053928	C	05/15/2025	100293	DELL INC	2,995.00
01	00053929	C	05/15/2025	72222	DRY ERASE DESIGNS	49,629.22
01	00053930	C	05/15/2025	67253	EXPRESS READERS	4,338.20
01	00053931	C	05/15/2025	109704	FOLLETT SCHOOL SOLUTIONS	862.34
01	00053932	C	05/15/2025	71226	FREEWAY TRANSMISSIONS, INC	2,950.00
01	00053933	C	05/15/2025	111769	H&H DOORS	3,063.00
01	00053934	C	05/15/2025	386370	HYKO SUPPLY CO	423.65
01	00053935	C	05/15/2025	100522	INTERMOUNTAIN FARMERS ASSOC / IFA	358.80
01	00053936	C	05/15/2025	102697	INTERCONNECT SERVICES INC	19,552.34
01	00053937	C	05/15/2025	100550	JOSTENS INC	1,233.00
01	00053938	C	05/15/2025	586159	MOUNTAIN STATE TEXTBOOK DEP	151,019.39
01	00053939	C	05/15/2025	633340	OFFICE DEPOT	4,225.98
01	00053940	C	05/15/2025	54313	SCHOOL SPECIALTY, LLC	9,096.06
01	00053941	C	05/15/2025	157371	STAPLES	186.87
01	00053942	C	05/15/2025	59862	UTAH ALTERNATIVE EDUCATION ASSOCIATION	1,900.00
01	00053943	C	05/15/2025	30384	UTAH COALITION OF EDUCATION TECHNOLOGY	4,880.00
01	00053944	C	05/15/2025	866716	UCI ACCOUNTS RECEIVABLE	322.25
01	00053945	C	05/15/2025	39900	VALLEY IMPLEMENT & MOTOR CO INC	328.73
01	00053946	C	05/15/2025	110931	WEESE GLASS LLC	9,030.00
01	00053947	C	05/22/2025	1	DEBBIE GITTINS	61.65
01	00053948	C	05/22/2025	1	MARCELINA ROMERO	454.10
01	00053949	C	05/22/2025	1	SANDY BEARCE	100.00
01	00053950	C	05/22/2025	1	TERESA MARBLE	103.90
01	00053951	C	05/22/2025	109111	GLADYS AGUILERA	5,000.00
01	00053952	C	05/22/2025	10103	CATHERINE ALLEN	15.00
01	00053953	C	05/22/2025	4260	BCI / UTAH BUREAU OF CRIMINAL IDENTIF	608.00

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00053954	C	05/22/2025	85556	BEAR RIVER HEALTH DEPARTMENT	50.00
01	00053955	C	05/22/2025	12033	BOB'S BODY SHOP	3,000.00
01	00053956	C	05/22/2025	73970	BOOST HR & RECRUITING SERVICES, INC	2,097.00
01	00053957	C	05/22/2025	123130	CACHE COUNTY SCHOOL DISTRICT	62,480.00
01	00053958	C	05/22/2025	890740	CENTURYLINK LONG DISTANCE	1.18
01	00053959	C	05/22/2025	74497	EVA W CHAPPELL	200.00
01	00053960	C	05/22/2025	20338	ROXANN CHRISTENSEN	32.25
01	00053961	C	05/22/2025	10774	CRUMP MOTORS	852.74
01	00053962	C	05/22/2025	64084	ALDER EDUCATION LAW	1,000.00
01	00053963	C	05/22/2025	103070	HEYWOOD ENGINEERING & CONSULT	963.10
01	00053964	C	05/22/2025	361	INTERMOUNTAIN HEALTHCARE	320.68
01	00053965	C	05/22/2025	62006	JENSON REFRIGERATION INC	2,014.74
01	00053966	C	05/22/2025	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	24,762.82
01	00053967	C	05/22/2025	702688	PETTY CASH	200.00
01	00053968	C	05/22/2025	892645	ROCKY MOUNTAIN POWER	42,250.91
01	00053969	C	05/22/2025	60020	RON KELLER TIRE INC	5,252.57
01	00053970	C	05/22/2025	58360	ALEXIS RUZICH	169.42
01	00053971	C	05/22/2025	3190	NATHAN SPACKMAN	10.64
01	00053972	C	05/22/2025	7323	SQUARE ONE PRINTING	108.00
01	00053973	C	05/22/2025	65374	SUMMIT FIRE & SECURITY LLC	1,178.76
01	00053974	C	05/22/2025	866716	UCI ACCOUNTS RECEIVABLE	240.00
01	00053975	C	05/22/2025	102558	UTAH DEPARTMENT OF HEALTH	2,426.36
01	00053976	C	05/22/2025	31364	95 PERCENT GROUP LLC	2,961.60
01	00053977	C	05/22/2025	17558	ACADIENCE LEARNING INC	418.54
01	00053978	C	05/22/2025	74152	AMANDA BOYCE, DRAGONFLY'S TOUCH	980.00
01	00053979	C	05/22/2025	38032	AMAZON CAPITAL SERVICES INC	3,165.61
01	00053980	C	05/22/2025	106497	APPLE STORE	429.00
01	00053981	C	05/22/2025	53457	BLACK STITCH LLC	2,518.17
01	00053982	C	05/22/2025	70416	BRAND-CO CUSTOM APPAREL LLC	2,414.40
01	00053983	C	05/22/2025	86	BUSINESS SOLUTIONS GROUP	255.00
01	00053984	C	05/22/2025	102017	DAVIS SCHOOL DISTRICT	850.00
01	00053985	C	05/22/2025	100293	DELL INC	837.37
01	00053986	C	05/22/2025	180241	DEMCO INC	358.69
01	00053987	C	05/22/2025	62235	DEX IMAGING LLC	922.20
01	00053988	C	05/22/2025	107027	HOUGHTON MIFFLIN HARCOURT	3,376.13
01	00053989	C	05/22/2025	386370	HYKO SUPPLY CO	597.78
01	00053990	C	05/22/2025	111125	IML SECURITY SUPPLY	1,473.30
01	00053991	C	05/22/2025	100550	JOSTENS INC	5.76
01	00053992	C	05/22/2025	474162	JOSTENS	4,956.25
01	00053993	C	05/22/2025	45560	LAKESHORE LEARNING MATERIALS	32,248.20
01	00053994	C	05/22/2025	55875	LANGUAGE TESTING INTERNATIONAL	1,265.00
01	00053995	C	05/22/2025	111727	LAVENDER HILL PRESS	2,145.00
01	00053996	C	05/22/2025	53082	LEXIA LEARNING SYSTEMS LLC	2,394.00
01	00053997	C	05/22/2025	586159	MOUNTAIN STATE TEXTBOOK DEP	92,993.38
01	00053998	C	05/22/2025	66435	OBSERVERTAB, LLC	100.00
01	00053999	C	05/22/2025	48283	PHOENIX TREE PUBLISHING INC	496.17
01	00054000	C	05/22/2025	54313	SCHOOL SPECIALTY, LLC	2,878.99
01	00054001	C	05/22/2025	73148	SNORKL, INC	56,700.00
01	00054002	C	05/22/2025	19488	T SHIRT CHOP SHOP	1,069.00
01	00054003	C	05/22/2025	72893	TESOL TRAINERS	3,750.00
01	00054004	C	05/22/2025	310	VIRCO INC	10,236.96
01	00054005	C	05/27/2025	72737	AMERITAS LIFE INSURANCE CORP	3,672.20
01	00054006	C	05/27/2025	999027	B E SCHOOL BOARD FUND	70.00
01	00054007	C	05/27/2025	999024	BOSTON MUTUAL LIFE INS CO - W	501.35
01	00054008	C	05/27/2025	999055	BOX ELDER FOUNDATION	213.00
01	00054009	C	05/27/2025	999023	BOX ELDER SCHOOL DISTRICT	100.00
01	00054010	C	05/27/2025	999033	BUREAU CHILD SUPPORT SERV	4,984.00
01	00054011	C	05/27/2025	65781	DELTA DENTAL INSURANCE COMPANY	32,908.24
01	00054012	C	05/27/2025	999021	ELEVATE CREDIT UNION	7,000.00
01	00054013	C	05/27/2025	999019	EMI HEALTH	389.20
01	00054014	C	05/27/2025	999017	GLOBE LIFE INSURANCE CO	69.12
01	00054015	C	05/27/2025	999035	HORACE MANN INSURANCE COMPANY	33,676.69

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00054016	C	05/27/2025	51080	IDAHO DIV OF MANAGEMENT/CHILD SUPPORT	451.00
01	00054017	C	05/27/2025	999111	MEADE RECOVERY SERVICES LLC	1,118.73
01	00054018	C	05/27/2025	999084	NATIONAL BENEFITS SERVICES LLC	10,487.29
01	00054019	C	05/27/2025	999081	NATIONAL BENEFITS SERVICES LLC	8,338.74
01	00054020	C	05/27/2025	999079	PEHP	785,412.36
01	00054021	C	05/27/2025	999032	PRE-PAID LEGAL SERVICES	1,334.85
01	00054022	C	05/27/2025	999018	THE HARTFORD	20,952.36
01	00054023	C	05/27/2025	999012	UESP	200.00
01	00054024	C	05/27/2025	999007	UTAH EDUCATION ASSOCIATION	5,366.40
01	00054025	C	05/27/2025	999025	UTAH SCHOOL EMPLOYEES ASSOCIATION	7,134.70
01	00054026	C	05/27/2025	999003	UTAH STATE TAX COMMISSION	244,301.39
01	00054027	C	05/27/2025	71110	VOYA FINANCIAL	8,560.83
01	00054028	C	05/29/2025	1	JANICE BURGER	50.00
01	00054029	C	05/29/2025	1	NATALY ARNOLD	27.10
01	00054030	C	05/29/2025	14010	AED EVERYWHERE	126.62
01	00054031	C	05/29/2025	347560	ALICE C HARRIS INTERM SCH	31.96
01	00054032	C	05/29/2025	85738	BEAR RIVER HIGH SCHOOL	7,269.29
01	00054033	C	05/29/2025	85748	BEAR RIVER MIDDLE SCHOOL	108.95
01	00054034	C	05/29/2025	104338	BOX ELDER HIGH SCHOOL	464.15
01	00054035	C	05/29/2025	104348	BOX ELDER MIDDLE SCHOOL	595.97
01	00054036	C	05/29/2025	890740	CENTURYLINK	390.64
01	00054037	C	05/29/2025	4642	CREDIT SERVICE OF LOGAN	57.60
01	00054038	C	05/29/2025	106881	HANSEN CHEVROLET	43.01
01	00054039	C	05/29/2025	103070	HEYWOOD ENGINEERING & CONSULT	297.00
01	00054040	C	05/29/2025	3549	JONES SCHOOL SUPPLY CO, INC.	291.49
01	00054041	C	05/29/2025	110259	KONE INC	2,576.41
01	00054042	C	05/29/2025	45934	KUNZLER CATERING	152.00
01	00054043	C	05/29/2025	530755	LOGAN SCHOOL DISTRICT	16,537.44
01	00054044	C	05/29/2025	104436	POWER ENGINEERING INC	2,414.07
01	00054045	C	05/29/2025	10731	SMITH'S CUSTOMER CHARGES	34.52
01	00054046	C	05/29/2025	11274	JONATHAN SMITH	21.33
01	00054047	C	05/29/2025	65374	SUMMIT FIRE & SECURITY LLC	543.75
01	00054048	C	05/29/2025	63177	VALANT MEDICAL SOLUTIONS, INC	165.00
01	00054049	C	05/29/2025	24580	VERIZON WIRELESS	4,351.61
01	00054050	C	05/29/2025	112046	ACE HARDWARE - BRIGHAM	449.00
01	00054051	C	05/29/2025	38032	AMAZON CAPITAL SERVICES INC	5,734.66
01	00054052	C	05/29/2025	84960	BEACON METALS INC	8,839.36
01	00054053	C	05/29/2025	72257	BELLWETHER MEDIA, LLC	633.30
01	00054054	C	05/29/2025	70343	BLUUM USA, INC	3,628.31
01	00054055	C	05/29/2025	100913	BORDER STATES INDUSTRIES, INC	1,988.13
01	00054056	C	05/29/2025	47937	BOYLE APPLIANCE LLC	1,504.00
01	00054057	C	05/29/2025	158220	COVER UP	475.00
01	00054058	C	05/29/2025	44504	CROWN EQUIPMENT CORP	548.82
01	00054059	C	05/29/2025	212299	EDUTEK CORPORATION	262.31
01	00054060	C	05/29/2025	1945	EMA / EDUCATIONAL MANAGEMENT ASSOC INC	175.00
01	00054061	C	05/29/2025	110220	GLOBAL EQUIPMENT CO	2,151.44
01	00054062	C	05/29/2025	386370	HYKO SUPPLY CO	563.78
01	00054063	C	05/29/2025	100522	INTERMOUNTAIN FARMERS ASSOC / IFA	325.85
01	00054064	C	05/29/2025	102697	INTERCONNECT SERVICES INC	5,937.80
01	00054065	C	05/29/2025	100550	JOSTENS INC	6,647.41
01	00054066	C	05/29/2025	469	LUND FLORAL	800.00
01	00054067	C	05/29/2025	29858	MOUNTAINLAND SUPPLY COMPANY	8,083.35
01	00054068	C	05/29/2025	54313	SCHOOL SPECIALTY, LLC	2,617.56
01	00054069	C	05/29/2025	71803	STEMFINITY, LLC	1,055.62
01	00054070	C	05/29/2025	74144	TEKNOLOGIA, LLC	20,486.88
01	02051425	M	05/12/2025	109177	UTAH DEPARTMENT OF WORKFORCE SERVICES	18.56
01	05051225	M	05/12/2025	888540	US BANK	716,068.92
01	07053125	M	05/27/2025	999070	HEALTH EQUITY INC	155,284.62
01	08053125	M	05/27/2025	999005	UTAH STATE RETIREMENT FUND	1,487,176.96
01	09050225	M	05/27/2025	999140	BANK OF UTAH	2,109.54
01	09052025	M	05/27/2025	999140	BANK OF UTAH	232,275.28
01	09052225	M	05/27/2025	999140	BANK OF UTAH	140.08

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Bank	Check	Type	Date	Vendor	Vendor Name		Amount
01	09053025	M	05/27/2025	999140	BANK OF UTAH		1,317,168.33
01	OW051325	M	05/12/2025	102931	ZIONS BANK CORPORATE TRUST		9,258.99
						Total Bank: 01	**$6,599,738.84**
02	00101492	C	05/01/2025	85738	BEAR RIVER HIGH SCHOOL		1,854.00
02	00101493	C	05/08/2025	72346	WORKSMAN CYCLES COMPANY INC		291.12
02	00101494	C	05/12/2025	74357	TREY BAUER		2,000.00
02	00101495	C	05/12/2025	74349	ANNALIESE CHRISTENSEN		2,000.00
02	00101496	C	05/15/2025	71188	FREEDOM CONCEPTS USA, LLC		2,950.00
02	00101497	C	05/15/2025	74365	WASATCH PEAKS		1,682.95
02	00101498	C	05/22/2025	104338	BOX ELDER HIGH SCHOOL		1,050.00
02	00101499	C	05/22/2025	47686	TNT ENGRAVING		267.00
02	00101500	C	05/29/2025	104321	BOX ELDER SCHOOL DISTRICT		214.33
02	00101501	C	05/29/2025	11827	SNOW COLLEGE		1,200.00
02	00101502	C	05/29/2025	804830	SOUTHERN UTAH UNIVERSITY		1,000.00
02	00101503	C	05/29/2025	891181	LB 410033		1,000.00
02	00101504	C	05/29/2025	891181	LB 410033		1,200.00
02	00101505	C	05/29/2025	891181	LB 410033		1,000.00
						Total Bank: 02	**$17,709.40**
11	01106437	A	05/01/2025	73369	MACLANE BALLARD		73.92
11	01106438	A	05/01/2025	50237	RACHAEL BARKER		27.00
11	01106439	A	05/01/2025	101520	BELL JANITORIAL		6,377.79
11	01106440	A	05/01/2025	19003	TORY BIRKINSHAW		27.00
11	01106441	A	05/01/2025	58963	TYLER BRIMHALL		72.00
11	01106442	A	05/01/2025	62243	TIFFANY BURNHOPE		27.00
11	01106443	A	05/01/2025	6319	MEGAN BUSHNELL		27.00
11	01106444	A	05/01/2025	37192	STEVE CARLSEN		108.00
11	01106445	A	05/01/2025	66958	CDW GOVERNMENT, LLC		12,950.65
11	01106446	A	05/01/2025	53473	CHARLIE'S PRODUCE		1,044.04
11	01106447	A	05/01/2025	50644	LONDON CLARKE		27.00
11	01106448	A	05/01/2025	154950	RODNEY L COOK		6,123.00
11	01106449	A	05/01/2025	49050	JENETTE CROSS		80.64
11	01106450	A	05/01/2025	728870	ENBRIDGE GAS UTAH		12,773.25
11	01106451	A	05/01/2025	61530	INTELEPEER CLOUD COMMUNICATIONS, LLC		5,524.54
11	01106452	A	05/01/2025	59145	CHANELLE JOHNSON		27.00
11	01106453	A	05/01/2025	27243	KELLY SERVICES INC		57,701.40
11	01106454	A	05/01/2025	17353	JANELL MATHEWS		212.90
11	01106455	A	05/01/2025	49042	CHELSEA MONTGOMERY		27.00
11	01106456	A	05/01/2025	71404	AMANDA MORRIS		27.00
11	01106457	A	05/01/2025	71412	TIA PAXTON		27.00
11	01106458	A	05/01/2025	71439	PILOT THOMAS LOGISTICS, LLC		18,955.46
11	01106459	A	05/01/2025	29750	CINDY SUE ROMNEY		26.46
11	01106460	A	05/01/2025	48976	DIANNA SERFUSTINI		27.00
11	01106461	A	05/01/2025	74136	NEIL STEVENS		165.50
11	01106462	A	05/01/2025	47686	TNT ENGRAVING		1,328.75
11	01106463	A	05/01/2025	100866	VALCOM		71,500.00
11	01106464	A	05/01/2025	100590	WAXIE SANITARY SUPPLY		2,600.54
11	01106465	A	05/01/2025	72389	ANGEL ZAMBRANO		104.16
11	01106466	A	05/08/2025	54828	MCKENZIE ANDERSON		36.00
11	01106467	A	05/08/2025	29785	HENRY BAKER		83.00
11	01106468	A	05/08/2025	50237	RACHAEL BARKER		112.00
11	01106469	A	05/08/2025	104132	BEAZER LOCK & KEY		236.48
11	01106470	A	05/08/2025	101520	BELL JANITORIAL		175.05
11	01106471	A	05/08/2025	48011	GAILE BINGHAM		83.00
11	01106472	A	05/08/2025	49476	MICHAEL BOWEN		24.00
11	01106473	A	05/08/2025	18384	CRISTINA BRADSHAW		70.00
11	01106474	A	05/08/2025	39616	JOHN BRYAN		37.00
11	01106475	A	05/08/2025	104843	WAYNE BURRELL		155.00
11	01106476	A	05/08/2025	106437	CARSON ELEVATOR CO INC		352.47
11	01106477	A	05/08/2025	66958	CDW GOVERNMENT, LLC		13,950.00
11	01106478	A	05/08/2025	31380	JOSE M CEDILLO		321.00
11	01106479	A	05/08/2025	134250	CEM SALES & SERVICE		2,124.20
11	01106480	A	05/08/2025	53473	CHARLIE'S PRODUCE		1,643.60

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
11	01106481	A	05/08/2025	4090	MARY CLARK	82.00
11	01106482	A	05/08/2025	103095	KISHA C COLLOM	72.00
11	01106483	A	05/08/2025	69868	ARCHER CRAWFORD	36.00
11	01106484	A	05/08/2025	29912	TERESA CUTLER	49.00
11	01106485	A	05/08/2025	60500	DOABLE WELLNESS	13,750.00
11	01106486	A	05/08/2025	66265	CURTIS EGBERT	166.00
11	01106487	A	05/08/2025	112019	JON ELGAN	13.00
11	01106488	A	05/08/2025	62634	JAMIE FINDLAY	71.68
11	01106489	A	05/08/2025	106815	MAILEE FORREST	47.00
11	01106490	A	05/08/2025	36706	MONICA GROVER	119.00
11	01106491	A	05/08/2025	56480	ANDRIA HANSEN	46.00
11	01106492	A	05/08/2025	60968	TROY HARTMAN	27.00
11	01106493	A	05/08/2025	110942	KIP A HEINER	82.00
11	01106494	A	05/08/2025	40320	JACINDA HEYDER	36.00
11	01106495	A	05/08/2025	110864	JEFF HUNT	36.00
11	01106496	A	05/08/2025	69850	ARDELL JENKS	95.00
11	01106497	A	05/08/2025	56669	SHEA L JENSEN	36.00
11	01106498	A	05/08/2025	63479	JASON JONES	27.00
11	01106499	A	05/08/2025	27243	KELLY SERVICES INC	36,346.00
11	01106500	A	05/08/2025	94170	KELLY J KUNZLER	311.89
11	01106501	A	05/08/2025	59129	DESI LARSEN	703.08
11	01106502	A	05/08/2025	72842	MONTANAELA LOFTISS	311.00
11	01106503	A	05/08/2025	29777	JAMES O MAY	47.40
11	01106504	A	05/08/2025	67075	RACHEL MCCULLOUGH	59.00
11	01106505	A	05/08/2025	49999	BILLY MCFARLAND	37.00
11	01106506	A	05/08/2025	70530	CASHA MEIBOS	37.00
11	01106507	A	05/08/2025	10936	JONI MITCHELL	82.00
11	01106508	A	05/08/2025	53392	JESSICA MONTGOMERY	49.00
11	01106509	A	05/08/2025	43982	MIKE MOORE	461.10
11	01106510	A	05/08/2025	56103	KARA MORRISS	82.00
11	01106511	A	05/08/2025	67032	GARY MORTENSEN	46.00
11	01106512	A	05/08/2025	54356	MARISSA NELSON	72.00
11	01106513	A	05/08/2025	21962	MARK NELSON	83.00
11	01106514	A	05/08/2025	62081	NICOLE HESS VINYL	59.00
11	01106515	A	05/08/2025	23817	CYNTHIA A PAGE	69.00
11	01106516	A	05/08/2025	62251	DACIA PITCHER	27.00
11	01106517	A	05/08/2025	55930	MCKELLEN RADER	36.00
11	01106518	A	05/08/2025	45349	LADAWN RICHINS	59.00
11	01106519	A	05/08/2025	65846	PIPER ROPER	36.00
11	01106520	A	05/08/2025	58858	ANNA SHERMAN	258.00
11	01106521	A	05/08/2025	63304	KAYLEE SILVESTER	72.00
11	01106522	A	05/08/2025	58866	RACHEL SMITH	134.02
11	01106523	A	05/08/2025	69876	MARTIN SOHOLT	70.00
11	01106524	A	05/08/2025	102033	SCOTT STAHELI	46.00
11	01106525	A	05/08/2025	59706	TRINI TRACY	58.00
11	01106526	A	05/08/2025	852290	SANDIE TRAPP	46.00
11	01106527	A	05/08/2025	62510	JESSICA WAITE	192.64
11	01106528	A	05/08/2025	40002	MAURY WHEATLEY	96.00
11	01106529	A	05/08/2025	69442	TRINA WINNINGHAM	301.00
11	01106530	A	05/08/2025	63940	LESLIE YOUNG	46.00
11	01106531	A	05/15/2025	109024	ARBITERPAY TRUST ACCOUNT	2,000.00
11	01106532	A	05/15/2025	104132	BEAZER LOCK & KEY	18,800.02
11	01106533	A	05/15/2025	53473	CHARLIE'S PRODUCE	636.82
11	01106534	A	05/15/2025	74373	EVIN DAINES	27.00
11	01106535	A	05/15/2025	728870	ENBRIDGE GAS UTAH	16,532.03
11	01106536	A	05/15/2025	322776	GRAINGERS INC	130.44
11	01106537	A	05/15/2025	61530	INTELEPEER CLOUD COMMUNICATIONS, LLC	5,582.97
11	01106538	A	05/15/2025	35092	MELISSA JONES	226.00
11	01106539	A	05/15/2025	27243	KELLY SERVICES INC	31,487.40
11	01106540	A	05/15/2025	71439	PILOT THOMAS LOGISTICS, LLC	23,179.70
11	01106541	A	05/15/2025	47325	RIVERSIDE INSIGHTS	140.80
11	01106542	A	05/15/2025	74012	RPNB PRODUCTS CO	5,940.00

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
11	01106543	A	05/15/2025	12688	SYSCO	230,474.85
11	01106544	A	05/15/2025	100866	VALCOM	985.08
11	01106545	A	05/15/2025	26077	WAZZLE SOLUTIONS	28,000.00
11	01106546	A	05/15/2025	28150	KARIE WEAVER	141.00
11	01106547	A	05/22/2025	8648	JACOB BALLS	85.00
11	01106548	A	05/22/2025	59315	TODD BARROW	85.00
11	01106549	A	05/22/2025	101520	BELL JANITORIAL	427.75
11	01106550	A	05/22/2025	95835	JASON V BINGHAM	190.21
11	01106551	A	05/22/2025	54020	TAWNIE BOWCUTT	85.00
11	01106552	A	05/22/2025	134250	CEM SALES & SERVICE	1,320.55
11	01106553	A	05/22/2025	53473	CHARLIE'S PRODUCE	1,264.76
11	01106554	A	05/22/2025	111660	CLAY CHOURNOS	85.00
11	01106555	A	05/22/2025	107656	DWA CONSTRUCTION INC	3,703.17
11	01106556	A	05/22/2025	8400	COERINA FIFE	85.00
11	01106557	A	05/22/2025	73776	JOSH HARROP	500.00
11	01106558	A	05/22/2025	7757	GERALD JACKMAN	85.00
11	01106559	A	05/22/2025	27243	KELLY SERVICES INC	35,278.40
11	01106560	A	05/22/2025	111809	CHAD KIRBY	85.00
11	01106561	A	05/22/2025	21300	JEFF MORRIS	85.00
11	01106562	A	05/22/2025	110469	MELISSA MORRIS	85.00
11	01106563	A	05/22/2025	39896	TYRELL NEAL	85.00
11	01106564	A	05/22/2025	110444	ASHLEE NELSON	85.00
11	01106565	A	05/22/2025	12858	BROOKE PERRY	85.00
11	01106566	A	05/22/2025	2720	SUZANNE REEDER	85.00
11	01106567	A	05/22/2025	6246	JASON SPARKS	85.00
11	01106568	A	05/22/2025	74438	NATHAN TOLL	85.00
11	01106569	A	05/22/2025	26077	WAZZLE SOLUTIONS	6,394.00
11	01106570	A	05/22/2025	61360	ZANER-BLOSER INC	9,285.39
11	01106571	A	05/29/2025	11762	PHILLIP ALBRIGHT	180.00
11	01106572	A	05/29/2025	18686	JESSICA BRAEGGER	33.15
11	01106573	A	05/29/2025	70939	CAMFIL USA, INC	4,475.99
11	01106574	A	05/29/2025	53473	CHARLIE'S PRODUCE	945.48
11	01106575	A	05/29/2025	20338	ROXANN CHRISTENSEN	151.59
11	01106576	A	05/29/2025	112019	JON ELGAN	173.00
11	01106577	A	05/29/2025	728870	ENBRIDGE GAS UTAH	9,479.04
11	01106578	A	05/29/2025	322776	GRAINGERS INC	97.98
11	01106579	A	05/29/2025	27782	TIFFANIE HADLEY	55.66
11	01106580	A	05/29/2025	68144	MELISSA HISLOP	215.32
11	01106581	A	05/29/2025	74594	JASON JENSEN	173.00
11	01106582	A	05/29/2025	46698	BOBBI JEPPSEN	144.09
11	01106583	A	05/29/2025	68152	KENLEY KELLERSTRASS	29.68
11	01106584	A	05/29/2025	27243	KELLY SERVICES INC	41,497.00
11	01106585	A	05/29/2025	70130	MALINDA KENNINGTON	340.00
11	01106586	A	05/29/2025	61204	KASSIDY MICKELSON	350.00
11	01106587	A	05/29/2025	44903	HAYLEY PHELPS-CHOURNOS	468.94
11	01106588	A	05/29/2025	67288	CAYLEE RICHARDS	243.04
11	01106589	A	05/29/2025	100590	WAXIE SANITARY SUPPLY	418.00
					Total Bank: 11	**$755,913.91**

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Bank	Check	Type	Date	Vendor	Vendor Name		Amount
15	00000291	C	05/06/2025	74179	2 SISTERS TRAILERS		75.00
15	00000292	C	05/06/2025	45500	BOX ELDER SCHOOL DISTRICT		503.66
15	00000293	C	05/06/2025	10421	VANICA CRANE		145.34
15	00000294	C	05/06/2025	58548	MORGAN HAWKES		300.00
15	00000295	C	05/06/2025	111656	SCHOLASTIC BOOK FAIRS		1,450.01
15	00000296	C	05/06/2025	38032	AMAZON CAPITAL SERVICES INC		2,800.71
15	00000297	C	05/06/2025	778870	GOPHER SPORT		456.70
15	00000298	C	05/06/2025	633340	OFFICE DEPOT		1,530.88
15	00000299	C	05/13/2025	45500	BOX ELDER SCHOOL DISTRICT		1,984.86
15	00000300	C	05/13/2025	14958	CULLIGAN		139.95
15	00000301	C	05/13/2025	489250	KENTS MARKET PL/BRIGHAM		165.01
15	00000302	C	05/13/2025	489240	KENTS MARKET PL/TREMONTON		566.86
15	00000303	C	05/13/2025	43567	PENCIL WHOLESALE LLC		147.00
15	00000304	C	05/13/2025	39667	SIGN GYPSIES BOX ELDER		70.00
15	00000305	C	05/13/2025	110931	WEESE GLASS LLC		96.00
15	00000306	C	05/13/2025	38032	AMAZON CAPITAL SERVICES INC		1,155.12
15	00000307	C	05/13/2025	62235	DEX IMAGING LLC		854.82
15	00000308	C	05/20/2025	45500	BOX ELDER SCHOOL DISTRICT		39.00
15	00000309	C	05/20/2025	7099	LD PRODUCTS		39.99
15	00000309	CV	05/30/2025	7099	LD PRODUCTS		-39.99
15	00000310	C	05/20/2025	47589	AUDREY MASON		118.20
15	00000311	C	05/20/2025	68365	EILEEN UDY		41.95
15	00000312	C	05/20/2025	38032	AMAZON CAPITAL SERVICES INC		465.85
15	00000313	C	05/28/2025	74179	2 SISTERS TRAILERS		110.84
15	00000314	C	05/28/2025	67121	TROY MECHAM		80.00
15	00000315	C	05/28/2025	45500	BOX ELDER SCHOOL DISTRICT		1,520.68
15	00000316	C	05/28/2025	72630	APRIL EARL		30.00
15	00000317	C	05/28/2025	59943	EVANS ACRES MINI FARM, LLC		250.00
15	00000318	C	05/28/2025	489240	KENTS MARKET PL/TREMONTON		58.98
15	00000319	C	05/28/2025	74489	PAULINA RAYON NIETO		526.77
15	00000320	C	05/28/2025	73342	SHUTTERFLY LIFETOUCH, LLC ACCTS RECV		8,627.80
15	00000321	C	05/28/2025	38032	AMAZON CAPITAL SERVICES INC		1,337.46
15	00000322	C	05/28/2025	633340	OFFICE DEPOT		290.74
15	00000323	C	05/28/2025	54313	SCHOOL SPECIALTY, LLC		5,337.24
15	00000324	C	05/28/2025	157371	STAPLES		160.19
						Total Bank: 15	**$31,437.62**
29	16800610	C	05/06/2025	38032	AMAZON CAPITAL SERVICES INC		230.69
29	16800611	C	05/06/2025	489240	KENTS MARKET PL/TREMONTON		75.58
29	16800612	C	05/28/2025	104321	BOX ELDER SCHOOL DISTRICT		2,283.30
29	16800613	C	05/28/2025	38032	AMAZON CAPITAL SERVICES INC		362.67
29	16800614	C	05/29/2025	45934	KUNZLER CATERING		924.00
						Total Bank: 29	**$3,876.24**
33	30403184	C	05/05/2025	38032	AMAZON CAPITAL SERVICES INC		1,818.13
33	30403185	C	05/05/2025	489240	KENTS MARKET PL/TREMONTON		631.18
33	30403186	C	05/13/2025	38032	AMAZON CAPITAL SERVICES INC		218.26
33	30403187	C	05/13/2025	819370	CLASSICAL STRINGS / G WILHELMSEN		2,162.62
33	30403188	C	05/13/2025	769715	SAM'S CLUB BUSINESS PAYMENTS		515.38
33	30403189	C	05/13/2025	38032	AMAZON CAPITAL SERVICES INC		45.24
33	30403190	C	05/13/2025	1627	DOMINO'S PIZZA / TREMONTON		358.82
33	30403191	C	05/28/2025	1	CHRISTIE JACKMAN		50.00
33	30403192	C	05/28/2025	1	DEATRA LAW		50.00
33	30403193	C	05/28/2025	1	MICHAEL MYERS		50.00
33	30403194	C	05/28/2025	1	TIFFANY BRIEL		50.00
33	30403195	C	05/28/2025	38032	AMAZON CAPITAL SERVICES INC		189.98
33	30403196	C	05/28/2025	68799	DARRELL'S APPLIANCE SERVICE & SALES		568.00
33	30403197	C	05/28/2025	1627	DOMINO'S PIZZA / TREMONTON		125.86
33	30403198	C	05/28/2025	61611	QUENCH USA, INC		420.00
33	30403199	C	05/28/2025	5908	WALMART COMMUNITY		257.94
						Total Bank: 33	**$7,511.41**

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
34	30803788	C	05/05/2025	106055	BLICK ART MATERIALS	1,358.35
34	30803789	C	05/05/2025	71242	IRON GATE CATERING	726.00
34	30803790	C	05/12/2025	38032	AMAZON CAPITAL SERVICES INC	940.36
34	30803791	C	05/12/2025	71897	ERIN L ANDERSON	3,000.00
34	30803792	C	05/12/2025	104321	BOX ELDER SCHOOL DISTRICT	18,495.78
34	30803793	C	05/12/2025	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	401.00
34	30803794	C	05/12/2025	71242	IRON GATE CATERING	726.00
34	30803795	C	05/12/2025	633340	OFFICE DEPOT	1,255.63
34	30803796	C	05/12/2025	5908	WALMART COMMUNITY	522.71
34	30803797	C	05/30/2025	1	ADRIENNE EVANS	20.00
34	30803798	C	05/30/2025	1	DAVID FULLMER	20.00
34	30803799	C	05/30/2025	1	DIANA UDY	100.00
34	30803800	C	05/30/2025	1	HAYLEY ANDERSON	20.00
34	30803801	C	05/30/2025	1	JANNI RICHARDS	20.00
34	30803802	C	05/30/2025	1	KRISTEN HALE	20.00
34	30803803	C	05/30/2025	1	MELINDA PECK	20.00
34	30803804	C	05/30/2025	1	NATE THOMPSON	20.00
34	30803805	C	05/30/2025	104321	BOX ELDER SCHOOL DISTRICT	5,224.02
34	30803806	C	05/30/2025	71242	IRON GATE CATERING	2,487.60
34	30803807	C	05/30/2025	1	LIZ ELLIS	20.00
					Total Bank: 34	**$35,397.45**
35	40403436	C	05/08/2025	1	CHRISTOPHER JONES	22.23
35	40403437	C	05/08/2025	1	COZETTE RIEFIA	17.33
35	40403438	C	05/08/2025	38032	AMAZON CAPITAL SERVICES INC	946.70
35	40403439	C	05/08/2025	45500	BOX ELDER SCHOOL DISTRICT	65.00
35	40403440	C	05/08/2025	103961	INTERMOUNTAIN WOOD PRODUCTS	1,104.74
35	40403441	C	05/08/2025	489240	KENTS MARKET PL/TREMONTON	503.78
35	40403442	C	05/08/2025	157371	STAPLES	669.72
35	40403443	C	05/08/2025	110914	SUPERIOR WATER AND AIR INC	39.95
35	40403444	C	05/15/2025	67563	CHICHO'S FLAVORS	500.00
35	40403445	C	05/15/2025	69973	KONA ICE OF BOUNIFUL	585.00
35	40403446	C	05/15/2025	67490	NA-CHO AVERAGE NACHOS	605.00
35	40403447	C	05/15/2025	67326	PIZZA PLUS OF TREMONTON	1,035.00
35	40403448	C	05/15/2025	67512	JUAN SALINAS	670.00
35	40403449	C	05/15/2025	67555	THE CORNDOG COMPANY	700.00
35	40403450	C	05/15/2025	73938	THE SWEET SCORE	875.00
35	40403451	C	05/15/2025	72435	TWISTED SUGAR TREMONTON	580.00
35	40403452	C	05/19/2025	45500	BOX ELDER SCHOOL DISTRICT	1,554.69
35	40403453	C	05/19/2025	4618	COLEMAN KNITTING MILL	764.00
35	40403454	C	05/28/2025	1	BRAXON CROZIER	9.99
35	40403455	C	05/28/2025	85738	BEAR RIVER HIGH SCHOOL	1,143.00
35	40403456	C	05/28/2025	104321	BOX ELDER SCHOOL DISTRICT	2,838.22
35	40403457	C	05/28/2025	157371	STAPLES	129.57
					Total Bank: 35	**$15,358.92**

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
36	40804747	C	05/07/2025	1	ALICIA BARR	25.00
36	40804748	C	05/07/2025	1	JENNY HANCOCK	25.00
36	40804749	C	05/07/2025	112046	ACE HARDWARE - BRIGHAM	120.00
36	40804750	C	05/07/2025	38032	AMAZON CAPITAL SERVICES INC	2,423.50
36	40804751	C	05/07/2025	104321	BOX ELDER SCHOOL DISTRICT	204.88
36	40804752	C	05/07/2025	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	220.00
36	40804753	C	05/07/2025	158220	COVER UP	33.98
36	40804754	C	05/07/2025	6890	FBLA - PBL	728.00
36	40804755	C	05/07/2025	489250	KENTS MARKET PL/BRIGHAM	695.40
36	40804756	C	05/07/2025	21539	PREMIER FOODS	3,294.00
36	40804756	CV	05/22/2025	21539	PREMIER FOODS	-3,294.00
36	40804757	C	05/07/2025	19879	SHEET MUSIC PLUS	92.43
36	40804758	C	05/07/2025	51063	SHRED IT STERICYCLE, INC	110.68
36	40804759	C	05/07/2025	10731	SMITH'S CUSTOMER CHARGES	48.41
36	40804760	C	05/12/2025	38032	AMAZON CAPITAL SERVICES INC	897.14
36	40804761	C	05/12/2025	74314	BLUE WOLF PROMOS	729.00
36	40804762	C	05/12/2025	4960	OLD GRIST MILL BREAD	386.75
36	40804763	C	05/12/2025	104992	PRINT SHOP	106.00
36	40804764	C	05/14/2025	38032	AMAZON CAPITAL SERVICES INC	106.82
36	40804765	C	05/14/2025	104338	BOX ELDER HIGH SCHOOL	554.00
36	40804766	C	05/14/2025	104321	BOX ELDER SCHOOL DISTRICT	604.17
36	40804767	C	05/14/2025	25119	SIZZLING PLATTER	209.70
36	40804768	C	05/14/2025	35335	TECHNOLOGY STUDENT ASSOCIATION	3,155.00
36	40804769	C	05/14/2025	47686	TNT ENGRAVING	240.00
36	40804770	C	05/14/2025	102864	WALKER CINEMAS	176.00
36	40804771	C	05/16/2025	104321	BOX ELDER SCHOOL DISTRICT	32,992.09
36	40804772	C	05/20/2025	1	VALENE NELSON	60.00
36	40804773	C	05/20/2025	38032	AMAZON CAPITAL SERVICES INC	418.02
36	40804774	C	05/20/2025	633340	OFFICE DEPOT	690.21
36	40804775	C	05/20/2025	7609	UTAH FBLA-PBL	2,425.00
36	40804776	C	05/20/2025	102864	WALKER CINEMAS	16.00
36	40804777	C	05/22/2025	74500	PREMIER FUNDRAISER, LLC	3,294.00
36	40804778	C	05/29/2025	38032	AMAZON CAPITAL SERVICES INC	831.39
36	40804779	C	05/29/2025	104321	BOX ELDER SCHOOL DISTRICT	2,972.38
36	40804780	C	05/29/2025	10731	SMITH'S CUSTOMER CHARGES	16.29
36	40804781	C	05/29/2025	5908	WALMART COMMUNITY	597.78
					Total Bank: 36	**$56,205.02**
37	70414929	CV	05/05/2025	67776	SO SIMPLY SWEET CO	-225.00
37	70414968	CV	05/13/2025	1	CHENFENG YAN, ROOM 604	-345.00
37	70415132	CV	05/05/2025	61808	BOUNCE AROUND	-280.00
37	70415347	C	05/01/2025	1	SKOTT HOLYOAK	400.00
37	70415348	C	05/01/2025	38032	AMAZON CAPITAL SERVICES INC	2,451.93
37	70415349	C	05/01/2025	74225	PEYTON BENGTSON	1,141.00
37	70415350	C	05/01/2025	158220	COVER UP	286.00
37	70415351	C	05/01/2025	54763	DAYS INN PROVO	2,600.64
37	70415352	C	05/01/2025	17620	LE BUS	1,190.22
37	70415353	C	05/01/2025	67776	SO SIMPLY SWEET CO	120.00
37	70415354	C	05/01/2025	157371	STAPLES	175.96
37	70415355	C	05/01/2025	68900	TRIPLE C PRODUCTIONS	1,050.00
37	70415356	C	05/01/2025	60240	HAMPTON INN AND SUITES FARMERS BRANCH	15,588.36
37	70415357	C	05/06/2025	1	MARYANN REID	100.20
37	70415358	C	05/06/2025	14109	ALLAN PLANT CO	144.00
37	70415359	C	05/06/2025	45500	BOX ELDER SCHOOL DISTRICT	11,755.00
37	70415360	C	05/06/2025	104321	BOX ELDER SCHOOL DISTRICT	10,519.25
37	70415361	C	05/06/2025	100522	INTERMOUNTAIN FARMERS ASSOC / IFA	63.96
37	70415362	C	05/06/2025	361	INTERMOUNTAIN HEALTHCARE	8,333.33
37	70415363	C	05/06/2025	489240	KENTS MARKET PL/TREMONTON	5,399.50
37	70415364	C	05/06/2025	5193	STEVE REGAN CO	354.88
37	70415365	C	05/08/2025	1	JODI PEDERSEN	75.00
37	70415366	C	05/08/2025	59781	ALPHALIT LOGAN, LLC	590.00
37	70415367	C	05/08/2025	38032	AMAZON CAPITAL SERVICES INC	1,513.78
37	70415368	C	05/08/2025	72427	BEAR RIVER FLORAL	245.00

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
37	70415369	C	05/08/2025	31658	BSN SPORTS	5,678.70
37	70415370	C	05/08/2025	107994	CERTIFIED SHRED	112.00
37	70415371	C	05/08/2025	327480	GREER'S HARDWARE	683.47
37	70415372	C	05/08/2025	57959	TRISTON HARTFIEL	75.00
37	70415373	C	05/08/2025	44172	NORCO INC	220.00
37	70415374	C	05/08/2025	67326	PIZZA PLUS OF TREMONTON	2,118.85
37	70415375	C	05/08/2025	830460	TACO TIME/TREMONTON	210.62
37	70415376	C	05/12/2025	69957	BEST WESTERN MOUNTAIN VIEW INN	4,426.80
37	70415377	C	05/12/2025	69957	BEST WESTERN MOUNTAIN VIEW INN	2,213.40
37	70415378	C	05/13/2025	1	KALI WINWARD	210.00
37	70415379	C	05/13/2025	29262	BAYMOUNT INN & SUITES PROVO RIVER	1,942.52
37	70415380	C	05/13/2025	104321	BOX ELDER SCHOOL DISTRICT	335.87
37	70415381	C	05/13/2025	40363	CIO MEDICAL SERVICES	720.00
37	70415382	C	05/13/2025	37672	EWELL EDUCATIONAL SERVICES INC	425.00
37	70415383	C	05/13/2025	106378	GOLDEN SPIKE POWERSPORTS	336.33
37	70415384	C	05/13/2025	47317	HOFFMAN AL BREEDERS, INC.	40.00
37	70415385	C	05/13/2025	20290	J BRIAN SMOKEHOUSE, INC	893.00
37	70415386	C	05/13/2025	7161	MILLER GAS CO, INC	37.13
37	70415387	C	05/13/2025	74381	ALICIA PARKER	45.01
37	70415388	C	05/13/2025	74390	MARCI POTTER	347.15
37	70415389	C	05/13/2025	107960	TYLER J RHODES	672.95
37	70415390	C	05/13/2025	110914	SUPERIOR WATER AND AIR INC	40.00
37	70415391	C	05/13/2025	7536	GAME ONE	8,999.68
37	70415392	C	05/13/2025	71609	UTAH WATER POLO ASSOCIATION	1,734.38
37	70415393	C	05/15/2025	1724	ACE HARDWARE TREMONTON	159.96
37	70415394	C	05/15/2025	38032	AMAZON CAPITAL SERVICES INC	804.54
37	70415395	C	05/15/2025	104321	BOX ELDER SCHOOL DISTRICT	14,343.98
37	70415396	C	05/15/2025	158220	COVER UP	80.00
37	70415397	C	05/15/2025	12831	DURAEDGE UTAH INC	5,000.00
37	70415398	C	05/15/2025	3549	JONES SCHOOL SUPPLY CO, INC.	164.50
37	70415399	C	05/15/2025	55255	KW STRIPING	750.00
37	70415400	C	05/15/2025	44172	NORCO INC	107.57
37	70415401	C	05/15/2025	67326	PIZZA PLUS OF TREMONTON	79.79
37	70415402	C	05/15/2025	39667	SIGN GYPSIES BOX ELDER	80.00
37	70415403	C	05/15/2025	47686	TNT ENGRAVING	109.00
37	70415404	C	05/15/2025	891181	LB 413135	6,250.00
37	70415405	C	05/20/2025	85738	BEAR RIVER HIGH SCHOOL	183.50
37	70415406	C	05/20/2025	104321	BOX ELDER SCHOOL DISTRICT	4,990.73
37	70415407	C	05/20/2025	70092	BRADEN COULSON	125.00
37	70415408	C	05/20/2025	64980	DAVIS DISCOVERY STEM CLUB	350.00
37	70415409	C	05/20/2025	102017	DAVIS SCHOOL DISTRICT	7,550.00
37	70415410	C	05/20/2025	102017	SHORELINE JUNIOR HIGH	3,600.00
37	70415411	C	05/20/2025	74454	PEPPER DICKEMORE	1,800.00
37	70415412	C	05/20/2025	69540	ANGEANA ERICKSON	7,200.00
37	70415413	C	05/20/2025	69523	TRISTIN JENSEN	1,800.00
37	70415414	C	05/20/2025	543168	MADDOX RANCH HOUSE	1,202.50
37	70415415	C	05/20/2025	543168	MADDOX RANCH HOUSE	586.25
37	70415416	C	05/20/2025	66834	MOUNTAIN VALLEY PRINTING	2,508.88
37	70415417	C	05/20/2025	50091	KATRINA ORAM	125.00
37	70415418	C	05/20/2025	15180	CHRIS REES	3,180.00
37	70415419	C	05/20/2025	5029	ROY HIGH SCHOOL	325.00
37	70415420	C	05/20/2025	67776	SO SIMPLY SWEET CO	660.00
37	70415421	C	05/20/2025	10600	LADAWN SORENSEN	125.00
37	70415422	C	05/20/2025	74462	JOSHUA MARK STANSFIELD	1,800.00
37	70415423	C	05/20/2025	69035	TITAN SPORTING GOODS	369.54
37	70415424	C	05/20/2025	100686	UHSAA / UTAH HIGH SCHOOL ACT ASSOC	50.00
37	70415425	C	05/20/2025	60453	VISTA AT ENTRADA SCHOOL	3,600.00
37	70415426	C	05/20/2025	74470	JOSIAH WALKER	900.00
37	70415427	C	05/20/2025	7692	WASATCH COUNTY SCHOOL DISTRICT	900.00
37	70415428	C	05/20/2025	927359	MOUNTAIN VIEW JR HIGH	1,800.00
37	70415429	C	05/20/2025	69485	JENICA WILCOX	1,800.00
37	70415430	C	05/20/2025	74446	YING XIAO	1,800.00

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
37	70415431	C	05/22/2025	1	CHRIS KIDD	11.00
37	70415432	C	05/22/2025	38032	AMAZON CAPITAL SERVICES INC	1,280.95
37	70415433	C	05/22/2025	85748	BEAR RIVER MIDDLE SCHOOL	41.65
37	70415434	C	05/22/2025	158220	COVER UP	75.00
37	70415435	C	05/22/2025	74527	TALISHA LANDON	1,800.00
37	70415436	C	05/22/2025	25453	PRIDE EMBROIDERY & SCREEN PRINTING	1,513.97
37	70415437	C	05/22/2025	110975	RIDDELL ALL AMERICAN SPORTS	3,382.13
37	70415438	C	05/22/2025	54755	THE CERAMIC SHOP LLC	1,009.97
37	70415439	C	05/27/2025	51977	HONEYBUCKET	396.00
37	70415440	C	05/27/2025	46965	LITTLE REDS LLC	1,760.00
37	70415441	C	05/27/2025	74560	PACOS TACOS MEXICAN FOOD LLC	1,300.00
37	70415442	C	05/27/2025	769715	SAM'S CLUB BUSINESS PAYMENTS	3,661.00
37	70415443	C	05/29/2025	1	NICHELLE LUND	343.00
37	70415444	C	05/29/2025	66559	ALLTEAM SPORTSWEAR	408.00
37	70415445	C	05/29/2025	38032	AMAZON CAPITAL SERVICES INC	1,800.37
37	70415446	C	05/29/2025	63045	BOUGIE BALLOONS NORTHERN UTAH	235.00
37	70415447	C	05/29/2025	104321	BOX ELDER SCHOOL DISTRICT	7,147.00
37	70415448	C	05/29/2025	104321	BOX ELDER SCHOOL DISTRICT	2,901.74
37	70415449	C	05/29/2025	104321	BOX ELDER SCHOOL DISTRICT	998.00
37	70415450	C	05/29/2025	31658	BSN SPORTS	5,475.07
37	70415451	C	05/29/2025	6742	CLARION SUITES	1,024.68
37	70415452	C	05/29/2025	1228	COLLEGE BOARD	17,236.00
37	70415453	C	05/29/2025	57959	TRISTON HARTFIEL	250.00
37	70415454	C	05/29/2025	4790	HOME DEPOT CREDIT SERVICE	493.56
37	70415455	C	05/29/2025	21989	IDAHO STATE UNIVERSITY	9,480.00
37	70415456	C	05/29/2025	12068	INTERMOUNTAIN T-SHIRT CO	1,305.00
37	70415457	C	05/29/2025	54593	LYNX SYSTEM DEVELOPERS, INC	200.00
37	70415458	C	05/29/2025	51187	METALMART INC.	336.56
37	70415459	C	05/29/2025	56499	ROBERT MILLER	2,636.68
37	70415460	C	05/29/2025	11924	MOUNTAIN CREST HIGH SCHOOL	750.00
37	70415461	C	05/29/2025	66834	MOUNTAIN VALLEY PRINTING	2,460.78
37	70415462	C	05/29/2025	74632	POCATELLO AMERICAN LEGION BASEBALL	600.00
37	70415463	C	05/29/2025	105626	POCO LOCO	1,357.58
37	70415464	C	05/29/2025	18090	PRESTON HIGH SCHOOL	800.00
37	70415465	C	05/29/2025	39667	SIGN GYPSIES BOX ELDER	225.00
37	70415466	C	05/29/2025	67776	SO SIMPLY SWEET CO	40.00
37	70415467	C	05/29/2025	157371	STAPLES	1,800.42
37	70415468	C	05/29/2025	5193	STEVE REGAN CO	1,739.90
37	70415469	C	05/29/2025	51810	TEXAS ROADHOUSE LOGAN	599.50
37	70415470	C	05/29/2025	74640	BRYLEE THORNLEY	1,000.00
37	70415471	C	05/29/2025	6904	DIXIE STATE UNIVERSITY	10,600.00
37	70415472	C	05/29/2025	16535	VEX ROBOTICS	1,367.44
37	70415473	C	05/29/2025	5908	WALMART COMMUNITY	386.24
37	70415474	C	05/29/2025	71706	BEN WYNN	89.00
					Total Bank: 37	**$265,344.80**
38	70814961	CV	05/30/2025	50660	BEST WESTERN PARADISE INN NEPHI	-1,277.87
38	70815237	CV	05/30/2025	19488	T SHIRT CHOP SHOP	-809.00
38	70815345	CV	05/02/2025	104321	BOX ELDER SCHOOL DISTRICT	-50.00
38	70815438	C	05/06/2025	71218	7TH SOUTH DESIGNS, LLC	25.02
38	70815439	C	05/06/2025	112046	ACE HARDWARE - BRIGHAM	154.17
38	70815440	C	05/06/2025	4529	AFFILIATED METALS	698.76
38	70815441	C	05/06/2025	65048	AKTIVATE	570.00
38	70815442	C	05/06/2025	38032	AMAZON CAPITAL SERVICES INC	3,085.39
38	70815443	C	05/06/2025	65900	AMERICAN BATSMITH	540.00
38	70815444	C	05/06/2025	45500	BOX ELDER SCHOOL DISTRICT	38,827.99
38	70815445	C	05/06/2025	104348	BOX ELDER MIDDLE SCHOOL	486.00
38	70815446	C	05/06/2025	104321	BOX ELDER SCHOOL DISTRICT	26,324.35
38	70815447	C	05/06/2025	104321	BOX ELDER SCHOOL DISTRICT	4,559.67
38	70815448	C	05/06/2025	31658	BSN SPORTS	1,227.72
38	70815449	C	05/06/2025	107994	CERTIFIED SHRED	44.00
38	70815450	C	05/06/2025	4618	COLEMAN KNITTING MILL	1,700.00
38	70815451	C	05/06/2025	107267	DOMINO'S PIZZA / BRIGHAM	156.65

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Bank	Check	Type	Date	Vendor	Vendor Name		Amount
38	70815452	C	05/06/2025	286060	FLINN SCIENTIFIC		562.32
38	70815453	C	05/06/2025	109248	J W PEPPER MUSIC		173.39
38	70815454	C	05/06/2025	111807	JAMIE KENT		301.75
38	70815455	C	05/06/2025	25119	SIZZLING PLATTER		48.93
38	70815456	C	05/06/2025	74055	M&K GRAPHICS AND APPAREL		972.00
38	70815457	C	05/06/2025	4910	NATIONAL FFA ORGANIZATION		802.00
38	70815458	C	05/06/2025	4979	O'REILLY AUTOMOTIVE		12.38
38	70815459	C	05/06/2025	4960	OLD GRIST MILL BREAD		94.04
38	70815460	C	05/06/2025	74276	TAMI JEPPESEN		75.00
38	70815461	C	05/06/2025	10731	SMITH'S CUSTOMER CHARGES		340.30
38	70815462	C	05/06/2025	5193	STEVE REGAN CO		443.52
38	70815463	C	05/06/2025	19488	T SHIRT CHOP SHOP		272.00
38	70815464	C	05/06/2025	63355	TWISTED SUGAR OF BRIGHAM		47.40
38	70815465	C	05/06/2025	14923	WEBER HIGH SCHOOL		300.00
38	70815466	C	05/13/2025	1	BRANDYN HAWKES		40.00
38	70815467	C	05/13/2025	1	DALLIN MCKEE		1,500.00
38	70815468	C	05/13/2025	1	JACKSON LIFFERTH		15.00
38	70815469	C	05/13/2025	1	STEPHANIE SMITH		20.00
38	70815470	C	05/13/2025	71218	7TH SOUTH DESIGNS, LLC		83.69
38	70815471	C	05/13/2025	38032	AMAZON CAPITAL SERVICES INC		3,401.70
38	70815472	C	05/13/2025	108543	B & H PHOTO VIDEO		258.71
38	70815473	C	05/13/2025	31658	BSN SPORTS		1,437.97
38	70815474	C	05/13/2025	40363	CIO MEDICAL SERVICES		842.00
38	70815475	C	05/13/2025	70521	DEXTER DISTRIBUTION GROUP, LLC		1,399.84
38	70815476	C	05/13/2025	107267	DOMINO'S PIZZA / BRIGHAM		130.95
38	70815477	C	05/13/2025	103987	EWING IRRIGATION		95.95
38	70815478	C	05/13/2025	6890	FBLA - PBL		320.00
38	70815479	C	05/13/2025	100522	INTERMOUNTAIN FARMERS ASSOC / IFA		239.96
38	70815480	C	05/13/2025	74233	INDULGE BOUTIQUE LLC		605.66
38	70815481	C	05/13/2025	71242	IRON GATE CATERING		1,663.60
38	70815482	C	05/13/2025	109248	J W PEPPER MUSIC		577.00
38	70815483	C	05/13/2025	69256	JFS WHOLESALE		345.29
38	70815484	C	05/13/2025	66249	LITTLE BEAR BOTTOMS		250.00
38	70815485	C	05/13/2025	543168	MADDOX RANCH HOUSE		439.10
38	70815486	C	05/13/2025	4910	NATIONAL FFA ORGANIZATION		69.00
38	70815487	C	05/13/2025	74292	MADELYN PARRISH		3,567.00
38	70815488	C	05/13/2025	104992	PRINT SHOP		102.67
38	70815489	C	05/13/2025	804825	SUNRISE HIGH SCHOOL		432.00
38	70815490	C	05/13/2025	47686	TNT ENGRAVING		258.20
38	70815491	C	05/13/2025	71838	UNIVERSAL CHEER ASSOCIATION		12,822.00
38	70815492	C	05/13/2025	7609	UTAH FBLA-PBL		395.00
38	70815493	C	05/13/2025	20494	UTAH HOSA		9,435.00
38	70815494	C	05/13/2025	5932	VARSITY SPIRIT FASHIONS		2,295.60
38	70815495	C	05/22/2025	104321	BOX ELDER SCHOOL DISTRICT		39,398.36
38	70815496	C	05/27/2025	1	SHAUN CHRISTENSEN		1,000.00
38	70815497	C	05/27/2025	69094	RUSH FUNPLEX PV		8,500.00
38	70815498	C	05/28/2025	1	EMMA WADE		350.00
38	70815499	C	05/28/2025	1	HEATHER TOLMAN		19.00
38	70815500	C	05/28/2025	17256	BIO-RAD LABORATORIES		353.02
38	70815501	C	05/28/2025	111635	BRIDGERLAND BAND INSTRUMENT REPAIR		598.00
38	70815502	C	05/28/2025	71242	IRON GATE CATERING		1,257.60
38	70815503	C	05/28/2025	543168	MADDOX RANCH HOUSE		861.60
38	70815504	C	05/28/2025	47686	TNT ENGRAVING		1,614.70
38	70815505	C	05/28/2025	74543	TOTDOT LLC		2,500.00
38	70815506	C	05/28/2025	73440	WHITE ROCK RENTAL		130.00
						Total Bank: 38	**$180,333.05**
39	77800619	C	05/23/2025	104321	BOX ELDER SCHOOL DISTRICT		965.94
39	77800620	C	05/30/2025	104321	BOX ELDER SCHOOL DISTRICT		786.80
						Total Bank: 39	**$1,752.74**

Batch Year: 25 Bank: All Date Range: 05/01/2025 - 05/31/2025

Bank	Check	Type	Date	Vendor	Vendor Name		Amount
						Total Computer Checks:	**$3,301,771.07**
						Total Manual Checks:	**$3,919,501.28**
						Total ACH Checks:	**$755,913.91**
						Total Other Checks:	**$0.00**
						Total Electronic Checks:	**$0.00**
						Total Computer Voids:	**-$6,606.86**
						Total Manual Voids:	**$0.00**
						Total ACH Voids:	**$0.00**
						Total Other Voids:	**$0.00**
						Total Electronic Voids:	**$0.00**
						Grand Total:	**$7,970,579.40**
						Number of Checks:	**818**

Batch Year	Batch	Amount
25	000342	-10.00
25	000938	-180.00
25	001098	-1,277.87
25	001157	-225.00
25	001227	-345.00
25	001638	-280.00
25	001699	-809.00
25	001923	503.00
25	001956	-50.00
25	001988	149.06
25	002043	29,621.92
25	002097	169,508.06
25	002098	18,948.89
25	002099	35,810.35
25	002100	171,648.30
25	002101	588.21
25	002102	1,854.00
25	002103	2,474.01
25	002104	4,788.29
25	002129	9,415.75
25	002131	15,588.36
25	002136	195,542.15
25	002137	14,898.37
25	002138	99,826.12
25	002139	147,158.80
25	002140	740.00
25	002141	291.12
25	002152	2,084.35
25	002153	2,449.31
25	002156	82,844.75
25	002157	36,670.12
25	002160	230.69
25	002161	75.58
25	002164	4,727.28
25	002168	3,369.45
25	002169	11,522.42
25	002172	2,118.89
25	002173	131,197.69
25	002174	300,188.21
25	002175	23,179.70
25	002176	315,644.25
25	002177	1,317.00
25	002178	4,632.95
25	002179	3,169.68
25	002180	2,009.94
25	002181	6,640.20
25	002182	25,341.48

Batch Year: 25 Bank: All Date Range: 05/01/2025 - 05/31/2025

Batch Year	Batch	Amount
25	002183	4,000.00
25	002188	2,896.26
25	002190	16,779.02
25	002191	43,042.89
25	002201	404.06
25	002219	5,045.69
25	002225	27,929.34
25	002228	5,550.00
25	002237	32,992.09
25	002239	147,270.44
25	002240	42,250.91
25	002241	5,252.57
25	002242	252,345.66
25	002243	3,703.17
25	002244	199.15
25	002245	465.85
25	002247	2,318.69
25	002255	49,331.40
25	002258	3,609.23
25	002270	3,294.00
25	002271	39,398.36
25	002273	9,114.67
25	002283	4,371,397.26
25	002288	965.94
25	002289	716,068.92
25	002290	9,500.00
25	002292	71,525.51
25	002293	14,221.29
25	002294	5,282.10
25	002295	71,371.84
25	002297	5,614.33
25	002298	11,205.07
25	002299	7,125.63
25	002301	7,117.00
25	002302	7,683.92
25	002307	1,761.78
25	002310	4,120.78
25	002313	2,283.30
25	002316	362.67
25	002320	924.00
25	002321	76,086.52
25	002325	4,417.84
25	002328	786.80
25	002329	7,951.62
25	002342	20.00

For June 11, 2025 Board Meeting

Leaving the District

Site	*Employee*	*Position*	*Reason*
Lake View	Lucy Lyons	3rd Grade Teacher	Temp
Discovery	Nicholas Greene	Functional Skills Teacher	Resigned
BRMS	Kimberly Merrill	8th Grade Math	Resigned
ACHI	Jennifer Francom	Principal & Financial Secretary	Resigned
Park Valley	Emily Bingham	Para	
Willard	Rachel Buck	Para	
BEHS	Joanna Cawley	Para	
BEMS	Taien Christiansen	Para	
Transportation	Michael Johnson	Bus Driver	
BRMS	Noah Merrell	Asst. Head Custodian	
Fielding	Shelby Warner	Functional Skills Para	
ACYI	Diana Udy	Teacher	Retired
Golden Spike	Cheryl Thompson	SpEd Preschool Teacher	Retired
BEHS	Michael Reeder	Band Teacher	Retired
McKinley	Blaine Norris	5th Grade Teacher	Retired
ACHI	Kim Miller	Counselor	Retired
ACHI	Laura Lee Hull	Drama Teacher	Retired
ACHI	Daniel Francom	Teacher	Retired
Three Mile Creek	Kimberly Jarman	Office Aide	Resigned
McKinley	Brindy Shuman	3rd Grade Teacher	Resigned
Three Mile Creek	Elise Olsen	5th Grade Teacher	Resigned
Golden Spike	Malia Freeman	SpEd Preschool Teacher	
McKinley	Trinity Curtis	4th Grade Teacher	Resigned
District Office	Stacy Acor	School Psych	Resigned
Discovery	Maegyn Ipsen	Kindergarten Teacher	Resigned
ACYI	Janni Richards	Teacher	Resigned
Century	Patrick Reuter	SpEd Resource	Resigned
BEHS	Emily Nash	CTE-FACS Teacher	
McKinley	Colleen Mitchell	SpEd Para	Retired
District Office	Jeri Santos	Secondary Asst. Superintendent Secretary	Retired
Transportation	Janalee Christensen	Bus Driver	Retired
District Office	Tresa Hunsaker	Child Nutrition Training Coordinator	Retired
Willard	Iwalani DiPrima	Head Custodian	Retired
BEHS	Trudie Checketts	Attendance Secretary	Retired
ACYI	Brooke Burt	Comp. Guidance Secretary	Resigned

New Hires - None

Site	*Employee*	*Position*

Order Form

Order Form Number	BOXELD 2025—1
Order Form Effective Date	April 29, 2025
Customer Name	Box Elder School District, UT
Initial Term (In Years)	Three (3)

This Order Form is for the purchase of EDULOG's Products and Services as set forth below. Provision of Software, Cloud-Based Solution, and Services set forth herein is subject to the same Terms and Conditions and each of the Addenda contained in Edulog Order Form BOXELD 2024—3 with an Effective Date of April 22, 2024. The Order Form and all the marked Addenda, if any, constitute the agreement between Customer and EDULOG for the purchase of products and services ("Agreement").

These prices and fees are in addition to all currently agreed-to and/or invoiced Edulog prices and fees.	**Unit Price**	**Units**	**Total First Year Price**	**Annual Price Each Subsequent Year (Before CPI Adjustment)***
Upgrade From EduTracker GPS/AVL to Athena Telematics				
Software				
Athena Telematics (GPS/AVL) with Comparative Analysis and Route Management Integration--full fleet license	$ 16,800.00		$ 16,800.00	$ 16,800.00
Preferred Customer Discount for Above	$ (5,544.00)		$ (5,544.00)	$ (5,544.00)
Professional Services				
Remote Software Implementation and Project Management Services for Athena Telematics	$ 7,500.00	1	$ 7,500.00	
Preferred Customer Discount for Above	$ (3,750.00)		$ (3,750.00)	
Total for Athena Telematics Upgrade			***$ 15,006.00***	***$ 11,256.00***
Addition to Current Edulog On-Vehicle Tablet System--Hardware and Software for Student Ridership Management (Requires WiFI Connectivity with Samsara VG Series Gateways--with such connectivity not included in the pricing below)				
On-Vehicle Hardware				
Ruggedized Samsung Android Tablet	$ 625.00	100	$ 62,500.00	
Shipping and Handling	TBD	1	TBD	
Additional Software				
Edulog Tablet Student Ridership Management *(Full Fleet License)*	$ 11,520.00	1	$ 11,520.00	$ 11,520.00
Professional Services				
Remote Software Implementation and Project Management Services for Tablet Student Ridership Management	$ 5,000.00	1	$ 5,000.00	
Total for Addition to On-Vehicle Tablet System--not including shipping/handling			***$ 79,020.00***	***$ 11,520.00***

Please continue on the next page

Addition of On-Vehicle RFID Readers with Student Ridership Management Software				
On-Vehicle Hardware**				
RFID Reader *(required cards are not included with this price proposal)*	$ 200.00	120	$ 24,000.00	
Shipping and Handling	TBD	1	TBD	
Software				
Addition of Student Ridership Management Software for RFID Readers *(no additional charge if student ridership management for tablets is implemented)*	$ -	1	$ -	$ -
Total for Addition to On-Vehicle RFID Student Ridership Management System--not including RFID cards or shipping/handling			***$ 24,000.00***	***$ -***
Addition of Automatic Stop Change Notification and Student Ridership Parental Notification to Currently-Licensed Edulog Parent Portal System				
Software				
Addition of Automatic Stop Change Notification to Parent Portal Basic *(full fleet license)*	$ 8,400.00	1	$ 8,400.00	$ 8,400.00
Preferred Customer Discount for Above	$ (8,400.00)		$ (8,400.00)	$ (8,400.00)
Addition of Student Ridership Management Parental Notification to Parent Portal Basic *(full fleet license)*	$ 8,400.00	1	$ 8,400.00	$ 8,400.00
Professional Services				
Remote Project Management, Implementation, and Training for Parent Portal Additions	$ 5,000.00	1	$ 5,000.00	
Total for Parent Portal Additions			***$ 13,400.00***	***$ 8,400.00***
GRAND TOTAL FOR ALL OF THE ABOVE (not including hardware shipping and handling or RFID cards)			***$ 131,426.00***	***$ 31,176.00***

**Fees will be increased each year and the amount of such increase will be based on the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index, All Urban Consumers, United States, All Items (1982 - 1984 = 100) ("CPI"), as published by the Bureau of Labor Statistics of the United States Department of Labor. This adjustment will take place on the anniversary date of the Agreement each year. The base for the adjustment will be the CPI figure last published by the U.S. Department of Labor prior to the adjustment date. For each succeeding year, the same procedure will be applied.*

**Depending on how the district decides to manage its student RFID cards, there may be additional costs incurred, such as the acquisition of RFID cards, RFID card printers, or working with a card management vendor.

On-Vehicle hardware installation is not included, and will be the responsibility of a party other than Edulog to perform.

Unless specifically noted, due to price volatility and our attempts to secure the best possible rates for our customers, shipping costs are not included in any pricing reflected on this proposal. Shipping fees will be invoiced separately once hardware is shipped.

The Term for this proposal shall be for a period of three (3) years.

All costs and fees are valid for thirty (30) days.

Please continue on the next page

Fees will be increased each year and the amount of such increase will be based on the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index, All Urban Consumers, United States, All Items (1982 - 1984 = 100) ("CPI"), as published by the Bureau of Labor Statistics of the United States Department of Labor. This adjustment will take place on the anniversary date of the Agreement each year. The base for the adjustment will be the CPI figure last published by the U.S. Department of Labor prior to the adjustment date. For each succeeding year, the same procedure will be applied.

Education Logistics, Inc. 3000 Palmer Street Missoula, MT 59808	Box Elder School District 960 South Main Street Brigham City, UT 84302
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

DRAFT

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « Second » day of « June » in the year « 2025 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Box Elder School District »« »
«960 South Main
Brigham City, UT 84302 »
«Telephone Number: (435) 734-4800»
« »

and the Contractor:
(Name, legal status, address and other information)

«Westland Construction, Inc. »« »
«1411 W 1250 S, Ste. 200
Orem, UT 84058 »
«Telephone Number: (801) 374-6085»
« »

for the following Project:
(Name, location and detailed description)

«Bear River High School Additions »
«1450 S Main St. Garland, UT 84312 »
« Bear River High School (600 + 9th grade students)
Administration Space
General Classrooms
Science
CTE
PE (gymnasium, locker rooms)
Teen Center
Other areas as determined during the design phase »

The Architect:
(Name, legal status, address and other information)

«KMA Architects, Inc. »« »
«170 N Main St,
Spanish Fork, UT 84660 »
«Telephone Number: (801) 377-5062 »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 COMPENSATION, PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES, & CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Contractor shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Contractor shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Contractor shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Contractor shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1, 3.2 and 3.3 have been sufficiently identified, the Contractor shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Contractor shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Contractor's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion

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required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Contractor shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Contractor shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Contractor shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Contractor suggests alternative materials and systems, the Contractor shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Contractor shall prepare and update, at appropriate intervals agreed to by the Owner, Contractor and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Contractor agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Contractor shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Contractor shall develop bidders' interest in the Project.

§ 2.1.7 The Contractor shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Contractor shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Contractor. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Contractor and the Contractor shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Contractor shall exercise reasonable care in preparing schedules and estimates. The Contractor, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Contractor is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Contractor shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Contractor and in consultation with the Architect, the Contractor shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Contractor's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Contractor's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such

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things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Contractor shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Contractor in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Contractor's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Contractor's Guaranteed Maximum Price proposal, the Contractor shall include its contingency for the Contractor's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Contractor shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Contractor that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Contractor. Following acceptance of a Guaranteed Maximum Price, the Owner and Contractor shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Contractor as they are revised. The Contractor shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Contractor shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Contractor's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner

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may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work. The Owner shall then determine, with the advice of the Contractor and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Contractor, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

§ 2.3.2.4 If the Contractor recommends a specific bidder that may be considered a "related party", then the Contractor shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction. If the related party is a Subcontractor, then 24 hours prior to when bids are due from all Subcontractors, the Contractor will furnish to the Owner, in a sealed bid envelope, the bid proposal of the related party Subcontractor.

§ 2.3.2.5 The Contractor shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Contractor shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Contractor shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2017.

§ 2.3.2.7 The Contractor shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Contractor shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Contractor shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2017 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2017 shall apply to both the Preconstruction and Construction Phases.

OWNER'S RESPONSIBILITIES

§ 2.6 Information and Services Required of the Owner

§ 2.6.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

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§ 2.6.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor and Architect.

§ 2.6.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Contractor and Architect. The Owner and the Architect, in consultation with the Contractor, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 2.6.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase and Construction Phase, the Owner shall furnish, and pay for, the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. The Contractor shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.6.4.1 The Owner shall furnish and pay for, tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 2.6.4.2 The Owner shall furnish, and pay for, surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 2.6.4.3 The Owner, when such services are requested, shall furnish, and pay for, services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 2.6.4.4 During the Construction Phase, the Owner shall furnish, and pay for, information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.7 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Contractor. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.7.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 2.8 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™–2017, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Contractor that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Contractor a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« X »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The commencement date for the construction of the Work will be fixed in a notice to proceed, once the Guaranteed Maximum Price for the cost of the Work has been agreed upon by the Owner and Contractor as memorialized by an addendum to this Agreement using AIA Document A133-2019.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

X Substantial Completion shall be memorialized in the Guaranteed Maximum Price Amendment – Exhibit B AIA Document A133-2019.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
« »	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 COMPENSATION, PAYMENTS FOR PRECONSTRUCTION PHASE SERVICE, & CONTRACT SUM

§ 4.1 COMPENSATION

§ 4.1.1 For the Construction Manager's Preconstruction phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction phase services described in Sections 2.1 and 2.2:
Amount**:$0.00**

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§ 4.1.3 Compensation for Preconstruction Phase Services shall be equitably adjusted if the originally contemplated scope of services is significantly modified.

§ 4.1.4 Contract Sum: The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum shall be as Guaranteed Maximum Price Amendment – Exhibit B AIA Document A133-2019.

Construction Manager's Fee to be added to the cost of work is **2%.**

Construction Manager will add **0%** mark-up for the cost of change order work that applies to the work of subcontractors/suppliers.

Construction Supervision Cost: For the project supervision and support team costs not included in the management fee at **$33,850.00** per month, **$840,298.00** based on 18 months**.**

Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work: **5%**

Construction contingency percentage: **3%**

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
« »	

Any alternates shall be memorialized in the Guaranteed Maximum Price Amendment – Exhibit B AIA Document A133-2019.

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
« »		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
« »	

Any allowances shall be memorialized in the Guaranteed Maximum Price Amendment – Exhibit B AIA Document A133-2019.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
« »		

Any unit pricing shall be memorialized in the Guaranteed Maximum Price Amendment – Exhibit B AIA Document A133-2019.

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

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«$500.00 per calendar day »

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « 25th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 10th » day of the « following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « ten » (« 10 ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«5% »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« N/A »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« N/A »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

«N/A »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« 12 » % « per annum »

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« X »] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

«N/A »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

«Corey Thompson »
«960 South Main
Brigham City, UT 84302 »
«Telephone Number: (435) 734-4800 »
« »
« »
«Email Address: corey.thompson@besd.net »

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

«Mark Petersen »
«1411 W 1250 S, Ste. 200
Orem, UT 84058 »
«Telephone Number: (801)374-6085 »
« »
«Mobile Number: (801) 404-1317 »
«Email Address: mark@westlandconstruction.com »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document A133™–2019, Exhibit B, Guaranteed Maximum Price Amendment
.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.6 Drawings

Number	Title	Date
« »		

.7 Specifications

Section	Title	Date	Pages
« »			

.8 Addenda, if any:

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Number	Date	Pages
« »		

Plans. Specifications, and Addenda will all be enumerated once the Guaranteed Maximum Price for the cost of the Work has been agreed upon by the Owner and Contractor as memorialized by an addendum to this Agreement using AIA Document A133-2019.

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.9 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages
« »		

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
« »			

.10 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« Exhibit C – Contractors Fee Proposal »

This Agreement entered into as of the day and year first written above.

« »	« »
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
«Corey Thompson »«, Facilities Manager »	«Mark Petersen »«, Director »
(Printed name and title)	*(Printed name and title)*

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

«Bear River High School Additions»
«1450 S Main St, Garland, UT 84312»

THE OWNER:
(Name, legal status and address)

«Box Elder School District»« »
«960 South Main
Brigham City, UT 84302»

THE ARCHITECT:
(Name, legal status and address)

«KMA Architects, Inc.»« »
«195 East 100 North
Provo, UT 84606»

TABLE OF ARTICLES

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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15 CLAIMS AND DISPUTES

DRAFT

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

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information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the

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Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects,

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except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

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§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the

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limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken

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in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has

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reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to

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those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

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§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- **.5** Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the

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Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

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§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not

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included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond

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satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such

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damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the

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Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

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ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

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§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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DRAFT AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the «Second» day of «June» in the year «Two Thousand Twenty-Five» *(In words, indicate day, month and year.)*

for the following **PROJECT**:
(Name and location or address)

«Bear River High School Additions»
«1450 S Main St, Garland, UT 84312»

THE OWNER:
(Name, legal status and address)

«Box Elder School District»« »
«960 South Main
Brigham City, UT 84302»

THE CONTRACTOR:
(Name, legal status and address)

«Westland Construction, Inc.»« »
«1411 W. 1250 S.
Ste. 200
Orem, UT 84058»

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

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ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
« »	

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
« »	

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[« »] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

[« »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[« »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

[« »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

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« »

[« »] **§ A.2.5.2 Other Insurance**

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
« »	

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «One Million Dollars and Zero Cents» ($ «1000000.00») each occurrence, «Two Million Dollars and Zero Cents» ($ «2000000.00») general aggregate, and «Two Million Dollars and Zero Cents» ($ «2000000.00») aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

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.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «One Million Dollars and Zero Cents» ($ «1000000.00») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «One Million Dollars and Zero Cents» ($ «1000000.00») each accident, «One Million Dollars and Zero Cents» ($ «1000000.00») each employee, and «One Million Dollars and Zero Cents» ($ «1000000.00») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than «» ($ «») per claim and «» ($ «») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than «One Million Dollars and Zero Cents» ($ «1000000.00») per claim and «Two Million Dollars and Zero Cents» ($ «2000000.00») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than «» ($ «») per claim and «» ($ «») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than «» ($ «») per claim and «» ($ «») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than «Five Million Dollars and Zero Cents» ($ «5000000.00») per claim and «» ($ «») in the aggregate.

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§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[«X»] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

[« »] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[«X»] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] **§ A.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
«Follow Form Commercial Umbrella/Excess Liability »	$2,000,000.00

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

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Type	Penal Sum ($0.00)
Payment Bond	«Contract Amount »
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »

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DRAFT AIA® Document A133® – 2019 Exhibit B

Guaranteed Maximum Price Amendment

This Amendment dated the « » day of « » in the year « », is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the « » day of « » in the year « » (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

«Bear River High School Additions»
«1450 S Main St, Garland, UT 84312»

THE OWNER:
(Name, legal status, and address)

«Box Elder School District»« »
«960 South Main
Brigham City, UT 84302»

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

«Westland Construction, Inc.»« »
«1411 W 1250 S, Ste. 200
Orem, UT 84058»

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « » ($ « »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

« »

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
« »	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
« »		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
« »		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of execution of this Amendment.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
« »	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
« »			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

« »

Section	Title	Date	Pages
« »			

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

« »

Number	Title	Date
« »		

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
« »		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
« »	

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§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

« »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

« »

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

« »

This Amendment to the Agreement entered into as of the day and year first written above.

« »	« »
OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
«Corey Thompson»«, Facilities Manager»	«Mark Petersen»«, Director»
(Printed name and title)	*(Printed name and title)*

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EXHIBIT C - Contractor Fee Proposal

Attachment B Cost Proposal

(note two parts)

Provide a written detailed description of the CM services your firm will provide to these projects for the fee list submitted in this proposal

Part 1

General Conditions For Bear River High Addition

(based on $35,000,000)

* Based on 18 Months *

	Per Month	Total Job
Project Manager	$ 7,000	$ 126,000
Project Engineer	$ 5,950	$ 107,100
Site Superintendent	$ 10,100	$ 181,800
Superintendent Truck	$ Included	$ Included
Subsistence (other)	$ N/A	$ N/A
Surveying/Layout	$ 650	$ 11,700
Jobsite Office Trailers	$ 1,300	$ 23,400
Construction Utilities:		
WiFi + Telcom, Security	$ 120	$ 2,160
Electrical	$ 450	$ 8,100
Temporary Panels	$ Included	$ Included
Temporary Lighting	$ Included	$ Included
Temporary Water Installation	$ 280	$ 5,040
Job Clean Up Labor	$ 3,200	$ 57,600
Jobsite Dumpsters	$ 600	$ 10,800
Insurance:		

Contractor's Equipment, Vehicles, etc.	$ Included	$ Included
Liability / Workers Compensation	$ 4,200	$ 75,598
Temporary Fence & Barricades	$ Included	$ Included
Construction Signs	$ One Time Cost	$ 1,000
Final Cleaning	$ One Time Cost	$ 54,000
Bonds and other Costs (if required)	$ One Time Cost	$ 176,000
***Total General Conditions Costs**	**$** 33,850	**$** 840,298

CM Fee Percent (%) of Construction Costs ___2___**%**

Construction Contingency percentage ___3___**%**

Change Order O&P percentage (maximum total of CM and subs) ___5___**%**

Westland	0%
Subcontractors	5%

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 26th day of March in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Box Elder School District (BESD)
960 South Main Street
Brigham City, UT 84302

and the Construction Manager:
(Name, legal status, address, and other information)

Hogan & Associates Construction, Inc.
940 North 1250 West
Centerville, Utah 84014

for the following Project:
(Name, location, and detailed description)

Box Elder High School Addition
380 South 600 West
Brigham City, UT 84302

The Architect:
(Name, legal status, address, and other information)

NJRA Architects
5223 S. Ascension Way, Suite 350
Murray, UT 84123

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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rev.3/05/2025(H)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Per BESD RFP # NS25-118, dated January 2025, 13 pages.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Per BESD RFP # NS25-118, dated January 2025, 13 pages. Addition to accommodate 650+ 9th grade students. Including but not limited to:

- Admin Spaces
- General Classrooms
- Science
- CTE

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- PE (Fieldhouse, Locker Rooms)
- Teen Center
- Other Areas as determined during the design phase

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

Per BESD RFP # NS25-118, dated January 2025, 13 pages.
§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Per BESD RFP # NS25-118, dated January 2025, 13 pages.

.2 Construction commencement date:

Per BESD RFP # NS25-118, dated January 2025, 13 pages.
.3 Substantial Completion date or dates:

Per BESD RFP # NS25-118, dated January 2025, 13 pages.
.4 Other milestone dates:

Per BESD RFP # NS25-118, dated January 2025, 13 pages.
§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Per BESD RFP # NS25-118, dated January 2025, 13 pages.
§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Per BESD RFP # NS25-118, dated January 2025, 13 pages.
§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Per BESD RFP # NS25-118, dated January 2025, 13 pages.
§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Corey Thompson
Box Elder School District
960 South Main Street
Brigham City, UT 84302
435-734-4800 corey.thompson@besd.net
§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:

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(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

TBD

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Selvam Rajavelu
NJRA Architects
5223 S. Ascension Way, Suite 350
Murray, UT 84123
801.364.9259
selraj@njraarchitects.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Rob Birch
Hogan & Associates Construction, Inc.
940 N 1250 W
Centerville, UT 84014
208-351-4030
rbirch@hoganconstruction.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Per BESD RFP # NS25-118, dated January 2025, 13 pages.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Per BESD RFP # NS25-118, dated January 2025, 13 pages.

§ 1.1.15 Other Initial Information on which this Agreement is based:

Per BESD RFP # NS25-118, dated January 2025, 13 pages.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

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ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

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§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

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§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's bid of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. The Guaranteed Maximum Price is the Construction Manager's bid proposal of the Contract Sum that the Contractor agrees to accept in full performance of the Work.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

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.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item (often referred to as "scope gaps") or included in a Change Order ("typical contingency costs"). The Construction Manager may, if requested by the Owner, allow the contingency to be used to cover costs approved by the Owner that would otherwise be included in a Change Order ("change costs"). If such "change costs", in the aggregate, cause the contingency to be insufficient to cover "typical contingency costs", the Owner shall include such "change costs" in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

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§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager may prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

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contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Per Exhibit C, Hogan fee proposal dated 2/19/2025, 2 pages

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Individual or Position	Rate
N/A	

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as

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sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within four (4) months months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

twelve percent (12%)

§ 5.2.3 The payment instructions defined in Section 11.4 of this Agreement shall also apply to payments for Preconstruction Phase Services.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

CM Fee = 1.5% of FLCC or GMP
Construction Contingency Percentage = 2% of FLCC or GMP
Change Order O&P percentage = 15%
All per Exhibit C, Hogan's fee proposal dated 2/19/2025, 2 pages

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Through the normal change order process

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Per the contract documents

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Per BESD RFP # NS25-118, dated January 2025, 13 pages.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Per BESD RFP # NS25-118, dated January 2025, 13 pages.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the

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Contract Documents. Costs which would cause the Guaranteed Maximum Price, as adjusted by Change Order, to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

In compliance with Utah Code Section 63G-6a-1205-6, which prohibits a procurement unit from entering into a cost-reimbursement contract, it is NOT the intent of this contract to have reimbursable accounts whether outside the scope of the GMP or included in the GMP, other than specific items, such as a building permit fee, that the Construction Manager may be requested to procure on the Owner's behalf. The costs of such specific items shall be reimbursed to Construction Manager and are not part of the contingency identified in Section 3.2.4. Sections 7.1 through 7.7 of this Article identify types of costs that are not intended to be tracked as reimbursable costs but shall be included within the line items of the GMP. All line items in the GMP shall be listed as lump sum amounts and billed by percent complete. The Construction Manager shall provide lump sum amounts for all work to be self- performed per Section 9.1 and shall bill such items by percent complete.

In the event that items of work are not covered by a specific subcontractor or supplier bid, the Construction Manager shall include in the GMP the fixed cost of its compensation to perform said work, to the extent that the work can be identified at the time. Costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item (often referred to as "scope gaps") or included in a Change Order, shall be covered by the contingency identified in Section 3.2.4. Any changes to the original scope of work after establishment of the GMP will be handled through the normal Change Order process per Section 3.2.2.

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

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§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

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§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

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§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 The Construction Manager shall inform the Owner of any items of work for which a related party intends to submit a bid proposal.

§ 7.9 Costs Not Included in the Cost of the Work

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

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ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver a tabulated summary of such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all line items included in the GMP. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall be afforded access to Construction Manager's records and accounts in compliance with Utah Procurement Code Part 12. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

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§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

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§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

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§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

twelve percent (12%) per annum

§ 11.4 Payment Instructions

§ 11.4.1 All payments under this Agreement shall be made by either:

.1 Check Payment: Checks shall be made payable to Construction Manager in the name, and mailed to the address, defined on page 1 of this Agreement.

.2 Electronic Transfer: Wire or ACH payments shall be made only to the following bank account:
Bank Name: First Utah Bank
Account Name: Hogan & Associates Construction
Routing Number: 124302613
Account Number: 61025888

§ 11.4.2 No changes to the payment method or destination shall be valid unless expressly authorized by written Change Order as defined in the Agreement. Before taking effect, such Change Order shall (1) be fully executed by the parties and (2) be verbally confirmed between the original signers below that the modified payment details are correct. Payments

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made to any unapproved address or account shall not be considered valid under this Agreement, and the paying party assumes full responsibility for any and all losses incurred due to unauthorized changes of payment instructions specified in this Section 5.4. (For any questions regarding payment instructions, please contact Construction Manager's Director of Accounting, Brian Tingey, at 801-951-7000 or btingey@hoganconstruction.com.)

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

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§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such

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steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

to be negotiated by the parties in good faith

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits Per Exhibit B, Certificate of Liability Insurance.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits Per Exhibit B, Certificate of Liability Insurance.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits Per Exhibit B, Certificate of Liability Insurance.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits Per Exhibit B, Certificate of Liability Insurance.

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§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
None	

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

(Paragraph deleted)

§ 14.3.2.1 Owner's Insurance

§ 14.3.2.1.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 14.3.2.1 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section 14.3.2.1.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 14.3.2.1.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ 14.3.2.1.3 Required Property Insurance

§ 14.3.2.1.3.1 Unless this obligation is placed on the Construction Manager and the cost included in the GMP, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 14.3.2.1.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 14.3.2.1.3.1.1 Causes of Loss. The insurance required by this Section 14.3.2.1.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.

§ 14.3.2.1.3.1.2 Specific Required Coverages. The insurance required by this Section 14.3.2.1.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses.

§ 14.3.2.1.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 14.3.2.1.3.1 or, if necessary, replace the insurance policy required under Section 14.3.2.1.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

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§ 14.3.2.1.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section 14.3.2.1.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 14.3.2.1.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section 14.3.2.1.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ 14.3.2.1.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section 14.3.2.1.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 14.3.2.2 Construction Manager's Insurance and Bonds
§ 14.3.2.2.1 The Construction Manager shall purchase and maintain insurance per Exhibit B, Certificate of Liability Insurance.

§ 14.3.2.2.2 The Construction Manager shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Type	Penal Sum
Payment Bond	100% of Contract Sum
Performance Bond	100% of Contract Sum

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Written notice under this Agreement may be given by one party to the other by email and shall be deemed to have been duly served if transmitted electronically to the email address(es) provided in Article 1 of this Agreement for Owner's and Construction Manager's designated representatives. If to Construction Manager, a copy of the notice shall be sent simultaneously to the email address notices@hoganconstruction.com.

§ 14.5 Other provisions:

§ 14.5.1 SUPPLY CHAIN DISRUPTION AND IMPACTS

The parties recognize that there may still be supply chain disruptions caused by the COVID-19 pandemic and that there may also be certain geopolitical events, including wars and tariffs, that affect the global supply chain. The negative impact of the pandemic or these events to (1) the manufacture, delivery and cost of materials or equipment, and (2) the availability of labor required for this project, are unknown and beyond the control of either party. The parties will, together in good faith, address delays and/or claims for additional costs related to these unknowns on an issue-by-issue basis, pursuant to provisions of the contract documents concerning delays and additional costs.

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ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 Exhibit B, Certificate of Liability Insurance

.4 Exhibit C, Construction Manager's Fee Proposal, dated ##, ## pages

.5 AIA Document A201™–2017, General Conditions of the Contract for Construction

.6 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed and dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

Not executed

.7 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, if completed and dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Not executed

[ ] Supplementary and other Conditions of the Contract, if any:

Document	Title	Date	Pages
None			

.8 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	Dave Andersen, Senior Vice President *(Printed name and title)*

rev.3/05/2025(H)

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Exhibit C - Cost Proposal

General Conditions For Box Elder High Addition

(based on $35,000,000)

	Per Month	Total Job
Project Manager	$3,820	$61,120
Project Engineer	$3,470	$55,520
Site Superintendent	$10,670	$170,720
Superintendent Truck	$1,200	$19,200
Subsistence (other)	$NA	$NA
Surveying/Layout	$1,475	$23,600
Jobsite Office Trailers	$600	$9,600
Construction Utilities:		
WiFi + Telcom, Security	$450	$7,200
Electrical	$650	$10,400
Temporary Panels	$Inc. Above	$Inc. Above
Temporary Lighting	$400	$6,400
Temporary Water Installation	$450	$7,200
Job Clean Up Labor	$2,500	$40,000
Jobsite Dumpsters	$1,000	$16,000
Insurance:		
Contractor's Equipment, Vehicles, etc.	$Inc. Below	$Inc. Below
Liability / Workers Compensation	$7,657	$122,512
Temporary Fence & Barricades	$750	$12,000
Construction Signs	$125	$2,000

Final Cleaning	$3,000	$48,000
Bonds and other Costs (if required)	$11,250	$180,000
***Total General Conditions Costs**	**$49,467**	**$791,472**

CM Fee Percent (%) of Construction Costs **1.5%** of FLCC or GMP

Construction Contingency percentage **2%**

Change Order O&P percentage (maximum total of CM and subs) 15%

For the above-listed fee, Hogan provides the following CM Services.

Pre-Construction
- Coordinate with the Owner and Architect
- Identify & Mitigate Risks
- Constructability and Value Engineering
- Services/Process Facilitation, Permitting, and Document Control
- Estimating Conceptual and Hard Cost
- Work Package Definitions
- Bid Solicitation, Opening, Analysis, Award Recommendations, and Post-bid Interviews

Construction
- Layout Work, Site Preparation & Mobilization
- Meetings & Schedule Coordination
- Managing Subcontractors & Providing Daily Updates
- Paying Subcontractors, Billing, and Cost Control
- Safety Plan Application & Inspections
- Inspection/Testing
- Project Closeout & Warranty

02/19/2025

Rob Birch, Vice President

Suggestions for Future Board Meetings

July 9, 2025 – ***(tentative)***

- Tour of District Office
- 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
- AP Results – Jeff Morris
- Policy Review

September 10, 2025 – ***(tentative)***

- Walmart Grants Presentation
- Nucor Grants Presentation
- Swearing in of Student Board Member – Neil Stevens
- Policy Review

October 15, 2025 – ***(tentative)***

- Walmart Grants Presentation
- October 1 Enrollment Report – Coerina Fife
- 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 12, 2025 – ***(tentative)***

- Policy Review
- Complete MBA

December 10, 2025 – ***(tentative)***

- Meeting with Legislators
- Approval of New Courses – Keith Mecham
- Audit Report – Neil Stevens
- Policy Review

January 14, 2026 – ***(tentative)***

- Approval of 2-year contract for Business Administrator
- Review of Policies 1034 Board of Education Code of Conduct and 1035 Board Member Ethics

- Policy 1036 Conflict of Interest – complete form
- Foundation Report – Matt Nelson
- AAPPL Data – Jeff Morris
- Policy Review
- Elect New Board President and Vice President
- Policy 1080 Board Committees - Committee Assignments
- Building and Ground Rental and Supervision Policies – Neil Stevens

February 11, 2026 – ***(tentative)***

- Approval of Human Sexuality Curriculum – Keith Mecham
- FY 2026 Capital Improvement Plan – Corey Thompson
- Legislative Update – Steve Carlsen
- Policy Review
- USBA Conference Report

March 11, 2026 – ***(tentative)***

- Negotiations Team Approval – Coerina Fife
- Legislative Update – Steve Carlsen
- Policy Review
- Board Graduation Assignments

April 8, 2026 – ***(tentative)***

- ESP Recognitions – Coerina Fife
- First Public Comment on School Fees
- Public Hearing on Indian Education Formula Grant – Megan Bushnell
- College and Career Readiness Counseling Program (CCRCP) Approval – Ben Wiley
- Approval of School Land Trust Plans –Keith Mecham and Heidi Jo West
- ACT Data – Jeff Morris
- Child Nutrition Report – Neil Stevens
- Energy Report – Mike Clark
- Policy Review

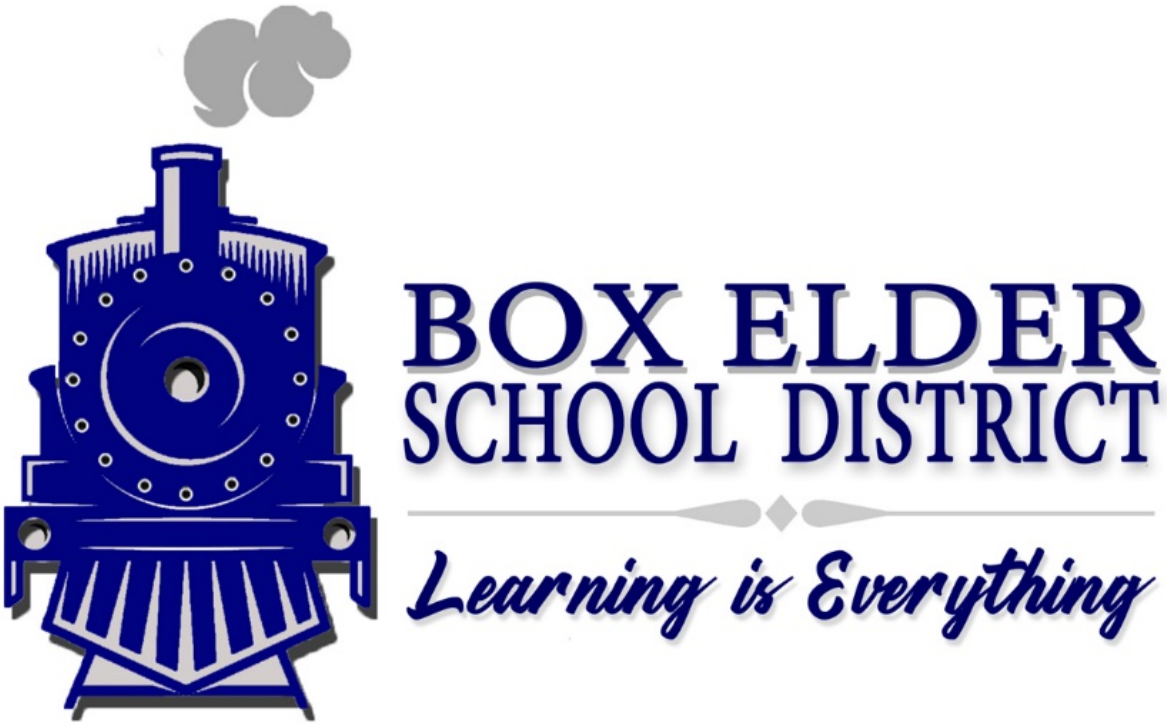
May 13, 2026 – ***(tentative)***

- Retirement Recognitions – Coerina Fife
- Certificate Employee and Volunteer Recognitions - BEAA
- Second Public Comment on School Fees
- Approval of School Fees – Keith Mecham
- 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
- ACT Data – Jeff Morris
- Assign School Board Member to School Trust Land Committee
- Policy Review

June 10, 2026 – ***(tentative)***

- Budget Hearing – Neil Stevens
- Approval of Budget – Neil Stevens
- Approval of 2023-24 Tax Rates – Neil Stevens
- Approval of Internal and Independent Auditors – Neil Stevens
- MBA Meeting – Neil Stevens
- Pick-up Contributions for Members of Contributory Retirement System – Neil Stevens
- Tentative Ratification of Negotiated Agreement with BEAA – Coerina Fife
- Tentative Ratification of Negotiated Agreement with BEEA – Coerina Fife
- Tentative Ratification of Negotiated Agreement with BEESPA – Coerina Fife
- Declaration of Open Enrollment Schools – Megan Bushnell
- Policy Review
- Sunrise High School Schedule Discussion

BOX ELDER SCHOOL DISTRICT BOARD OF EDUCATION HANDBOOK



REVISED

OCTOBER 9, 2019

BOX ELDER SCHOOL DISTRICT

Box Elder School District
Board of Education Handbook
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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 been taken by roll call. Name and vote.

Minutes of the closed meeting shall contain:

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

Purpose of a closed meeting:

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

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

Record of closed meetings:

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

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

Collaborative Relationships: Shared Governance

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

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

violation of Utah Code, § 67-16-4.

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

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

Disciplining Board Members

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

Policies Governing the Board

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

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

Guidelines and Parliamentary Motions

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

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

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

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

Simplified Chart of Parliamentary Motions

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

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

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

Policy 1010 School Board's Legal Status

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