



BOARD OF EDUCATION  
REGULAR SCHOOL BOARD MEETING

Detailed Agenda

**Wednesday, September 10, 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. Cell Phone Policy 4  
Keith Mecham & Heidi Jo West, Assistant Superintendents of Curriculum
  - 2. Attendance 12  
Megan Bushnell, Student Services Director
- C. Administrative - 6:30 p.m.**
- 1. **Call to Order**  
Tiffani Summers, Board President
  - 2. **Reverence**  
Danielle Wright, Vice President
  - 3. **Flag Salute/Pledge of Allegiance**  
Wade Hyde, Board Member
  - 4. **Recognitions**  
Jamie Kent, Public Information Officer
    - a. Chosen for the 5th Cohort of the Utah Teacher Fellows:  
Sara Alfonso - BRHS  
Shannon Neeley - BRMS  
Jamie Porter - BRHS
    - b. **Walmart Grants Presentation** 25  
Dawn Devoe, Jeremy Hunsaker, Seth Salmond, Chris Payne
    - c. **Nucor Grants Presentation** 26  
Tara Buckway and Capree Austin
- D. Approval of Agenda - 6:45 p.m.**
- E. Swear in Student Board Member, Makayla Barton, BEHS 6:50 p.m. 30**  
Steve Carlsen, Superintendent
- F. Public Comment - 6:55 p.m.**  
Those individuals who would like to speak to the Board should read the guidelines and complete the sign-up document located at the door. At the discretion of the Board President, public comment may be permitted at any point during the Board meeting.
- G. Action Items - 7:25 p.m.**
- 1. **Approval of E-sports at BEHS and BRHS** 32  
Keith Mecham, Asst. Superintendent of Secondary Teaching & Learning
  - 2. **Approval of Amendment to 2025-26 General Student Fees and Deposits increasing FBLA Participation Fee and Intervention Student Drug Testing** 34  
Keith Mecham, Asst. Superintendent of Secondary Teaching & Learning
  - 3. **Resolution to Receive Exempt Status for Days Off for Memorial Services for Fallen Officers in Box Elder County** 35
- H. Information Items - 7:35 p.m.**
- 1. **Transportation Field Trip Report** 37  
Jason Sparks, Transportation Director

<b>2. Early Learning Plan</b>	<b>38</b>
AshLee Nelson, Director of Literacy & Instructional Support and Jamie Kent, Director of Public Information and Math Specialist	
<b>3. AP and Acadience Results</b>	<b>52</b>
Jeff Morris - Assessment Director	
<b>4. CAPS Update</b>	<b>62</b>
Ben Wiley, CTE Director	
<b>5. Monthly Financial Report</b>	<b>69</b>
Neil Stevens, Business Administrator	
<b>6. Board Committee Reports</b>	
<b>I. Policy Review - 8:00 p.m.</b>	
<b>1. Policies to Delete</b>	
a. Policy 4035 Early Intervention Kindergarten	77
b. Policy 5030 Attendance - Compulsory (Combined with Policy 5035)	78
c. Policy 5031 Attendance - Exemption from Compulsory Attendance (Combined with Policy 5035)	79
<b>2. First Reading</b>	
a. Policy 2100 Gifts, Donations, and Bequests - Acceptance	80
b. Policy 3091 Postpartum and Parental Leave	84
c. Policy 3108 Certificated: Educator's Hours and Teaching Load	87
d. Policy 3126 Certificated: Sickness, Absences and Leaves	90
e. Policy 3208 ESP: Fringe Benefits and Leave of Absence	103
f. Policy 4033 Early Learning Plan	115
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h. Policy 4175 Student Data Protection	120
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l. Policy 5011 Admissions and Attendance of Military and Department of Defense (DOD) Civilian Children	173
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n. Policy 5050 Immunization Requirements	185
o. Policy 5060 Medical Treatment for Students	191
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s. Policy 5066 Students with Potentially Life-Threatening Allergies	210
t. Policy 5067 Student Asthma Emergency	216
u. Policy 5069 Student Treatment for Diabetes	220
v. Policy 5080 Mental Health Care	224
w. Policy 5090 Child Abuse, Sexual Abuse and Human Trafficking Prevention Training and Reporting	227
x. Policy 5270 Student Rights and Responsibilities: Bullying, Cyberbullying, Hazing, and Abusive Conduct	230
y. Policy 5282 Student Behavior Management	248
<b>3. Second Reading</b>	
a. Policy 1090 Rules of Order	260
b. Policy 3038 Highly Needed Educator Salary Supplement	261
<b>J. Consent Items - 8:15 p.m.</b>	
<b>1. Minutes</b>	<b>264</b>
<b>2. Claims</b>	<b>270</b>

3. Personnel	279
4. Clubs	281
5. Real Estate Agent Services Contract	288
K. <u>Suggestions for Future Board Meetings</u> - 8:20 p.m.	<u>297</u>
L. <u>Board Handbook</u>	<u>300</u>
M. <u>Adjournment</u> - 8:25 p.m.	

The next meeting of the Board of Education will be held on Wednesday, October 8, 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.

## POLICY 5305

### Student Use of Electronic Devices

- A. The Board of Education recognizes that uncontrolled use of electronic devices often disrupt student learning time, may contribute to cheating, and may also be used inappropriately to photograph and/or contact other students without their consent.
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.
- B. The following will govern student use of electronic devices including, tablets, smart phones, a smart or electronic watch, earbuds (wireless or wired), a virtual reality device, and cameras:
1. Students may possess these items while in school and at school activities.
  2. All electronic devices will be turned off, not used, and be kept out of sight during class time.
  3. Policies governing student use of electronic devices before school, between class times, during their lunch and/or recess periods and during and after school activities will be determined at the school level.
  4. Electronic devices with photography capabilities will not be operated while a student is in a restroom, dressing room, or any other location where photography may be inappropriate.
  5. Any inappropriate use of electronic devices or the use of these electronic devices to threaten or harass other students or school employees, regardless of whether the individual directed, consented to, or acquiesced in the conduct, or voluntarily accessed the electronic communication, will result in the immediate confiscation of the device. Electronic devices that contain images of minors in a nude or semi-nude state will be confiscated and turned over to law enforcement. Confiscated electronic devices will be returned to the parent of the student when the school has completed any investigation and the issue has been completely resolved.
    - a. Any use of an electronic device or camera to record sounds or images or otherwise capture material in an unauthorized setting or at an unauthorized time shall subject the user of the device to increased discipline based on the circumstances and whether the student has been involved in prior violations of this policy.

- 1) The use of any electronic device or camera to threaten, bully, intimidate or embarrass another or to capture and transmit test information or any other information in a manner constituting fraud, theft or academic dishonesty will result in appropriate discipline.
  - b. The use of any electronic device in a manner which may be physically harmful to another person, such as shining a laser in the eyes of another student, will result in appropriate discipline. When a student repeatedly engages in such behavior, the punishment may be increased as is appropriate.
6. Electronic devices that are confiscated for inappropriate use at school may be searched if there is reasonable suspicion to believe that the device has evidence of a violation of a school policy or law. The search must be limited to applications and areas of the device (texts, photo files, calls) where evidence of the violation may be contained, based on the information the administrator received. Evidence of a violation of a policy or law may be used for disciplinary action, and may be turned over to law enforcement if the evidence implicates a crime.
7. If an administrator receives information that an electronic device contains images of minors in a nude or semi-nude state, administrators will confiscate the device and contact law enforcement.

#### C. Reporting misuse of electronic devices

1. Students should report any misuse of electronic devices by an employee to the principal or other appropriate administrator. Students should report misuse of electronic devices by other students to a teacher or an administrator. Misuse of electronic devices by guest should be reported to the principal or other appropriate administrator.

[Utah Admin. Rules R277-495-4\(4\)\(b\) \(December 11, 2023\)](#)

#### D. Training

1. Each school shall, within the first 45 days of each school year, provide school-wide or in-classroom training to students that covers:
  - a. The District's internet and electronic device policies;
  - 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 \(December 11, 2023\)](#)

## 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\(1\) \(October 8, 2024\)](#)

#### 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 § 76-5c-208](#) and [Utah Code § 53G-10-103](#).

[Utah Admin. Rules R277-495-2\(2\), \(3\), \(4\) \(October 8, 2024\)](#)

[Utah Admin. Rules R277-495-4\(1\)\(a\) \(October 8, 2024\)](#)

#### 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\(1\)\(a\), \(c\), \(e\), \(f\) \(October 8, 2024\)](#)

- 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\(1\)\(c\), \(3\)\(a\) \(October 8, 2024\)](#)  
[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\(5\)\(a\) \(October 8, 2024\)](#)

- 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\(4\)\(a\) \(October 8, 2024\)](#)

- 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 \(October 8, 2024\)](#)

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\(4\) \(October 8, 2024\)](#)

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\(4\)\(c\) \(October 8, 2024\)](#)

#### 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.

#### 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\(1\)\(b\), \(f\), \(3\)\(a\), \(4\)\(a\) \(October 8, 2024\)](#)

- 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\(3\)\(b\) \(October 8, 2024\)](#)

#### 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.

# TRACKING AND IMPROVING ATTENDANCE

## *Attendance Team*

*Jeff Morris, Kristi Capener, Lewis Whitaker, Dawn Richards, Rachel Lott, Robert Gordon, Randy Rasmussen, Bobbi Jones, Ben Wiley, Chelsea Montgomery, Nathan Toll, Amanda Morris, Holly Reervers, Jamie Kent, Tony Ferderber, Keith Mecham, Megan Bushnell*

Fall 2025

# ATTENDANCE AND STUDENT SUCCESS

01

Student attendance is predictive of poor school outcomes: lack of proficiency, missing credits, and non-graduation

02

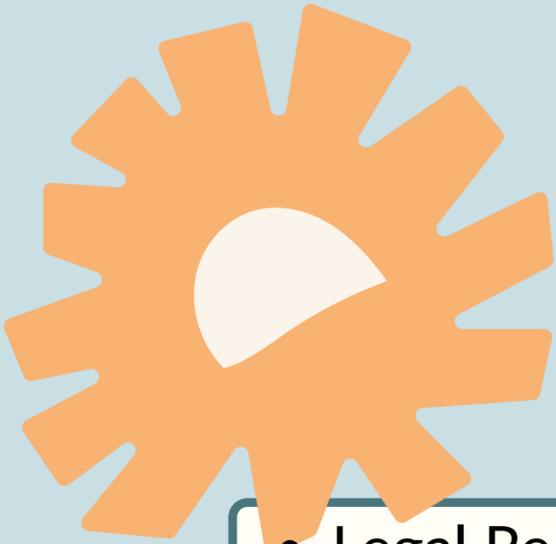
How can we track attendance consistently so we can show what is happening with student attendance?

03

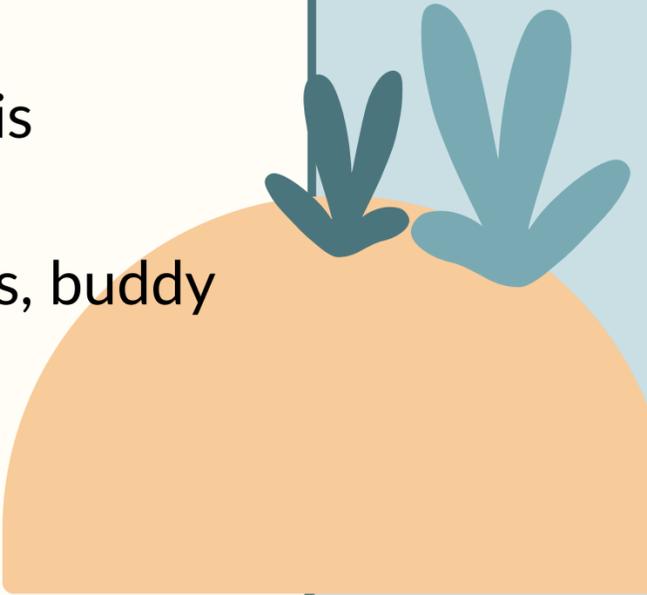
How are we utilizing Panorama and Aspire as “early warning” systems of academic troubles?

04

What can we do differently or continue to do to improve attendance?



# ATTENDANCE POLICY AND PROCEDURES

- Legal Requirement: Students ages 6–18 must attend school unless exempted by policy.
  - Valid Excuses: Illness (physical/mental), mental health, family death, school activities, IEP/504, prearranged events, or superintendent approval.
  - Parent Responsibility: Report absences within one week using approved methods.
  - Staff Responsibility: Track attendance daily, notify parents of unexcused absences, document interventions.
  - Tiered Support: Classroom incentives, counseling/intervention after multiple absences, attendance improvement plans for chronic issues
  - After 10 Absences: Regardless of reason (except A), a meeting with school personnel is required before additional absences can be excused.
  - Site Flexibility: Schools may implement additional supportive measures (e.g., check-ins, buddy systems).
  - Appeals: Clear process for families to contest attendance interventions.
  - Documentation: All steps and contacts must be recorded per policy.
- 

# ABSENCE CODES

- A = Approved School Activity-Valid-**COUNTED AS PRESENT**
- C = Checked in late with a valid excuse-Valid
- D = Court Detention-Valid
- H = Home or Hospital Bound-Valid
- I = In-School Suspension-Valid
- O = Check out during a class with a valid excuse-Valid
- P = Parent contact, but **does not** meet the standard of a Valid Absence
- Q = Pre-arranged absence-Valid
- S = Truant-On campus but not in the designated class
- T = Tardy-in class within 15 minutes after the tardy bell rings
- V = Valid-Excused (Illness/medical, family death, IEP, 504- reported to the office within 5 school days)
- X = Unexcused absence, no parent/guardian documentation
- Z = Suspension

# ATTENDANCE RATES

How much of the time do students attend?

Attendance rate (as defined in USBE datasets) is calculated as the average days attended divided by the average membership days.

Average Daily Attendance by School	2024 - 2025
Bear River High	86.5%
Box Elder High	89.2%
Sunrise High	83.4%
Bear River Middle	89.0%
Box Elder Middle	88.4%
Harris Intermediate	88.9%
Young Intermediate	90.8%
Century	92.7%
Discovery	92.7%
Fielding	93.4%
Garland	91.7%
Golden Spike	93.0%
Grouse Creek	95.3%
Grouse Creek Secondary	98.1%
Lake View	91.5%
McKinley	92.2%
North Park	92.1%
Park Valley	97.0%
Park Valley Secondary	97.7%
Snowville	97.2%
Three Mile Creek	92.3%
Willard	93.6%

# CHRONIC ABSENTEEISM

## Chronic Absent

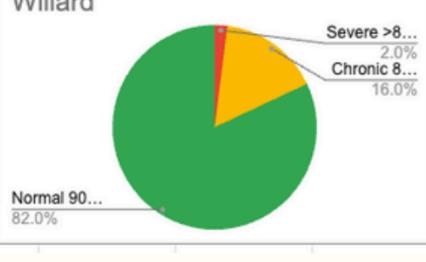
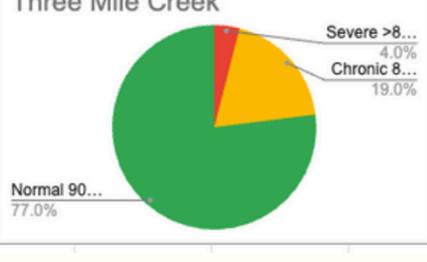
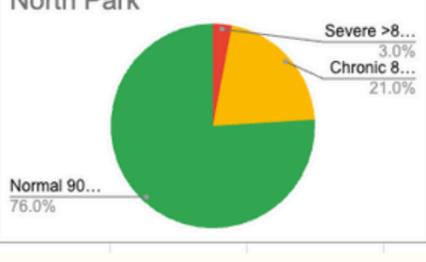
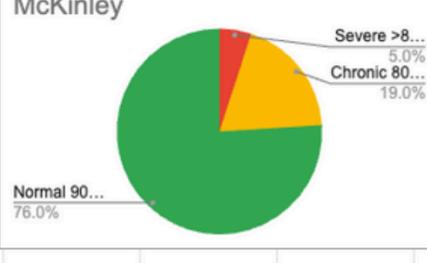
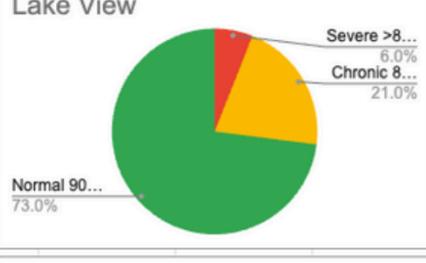
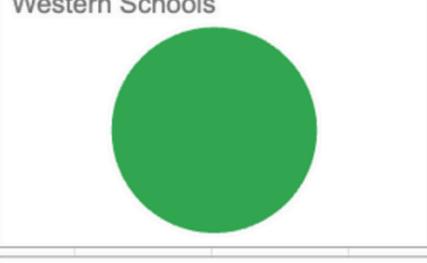
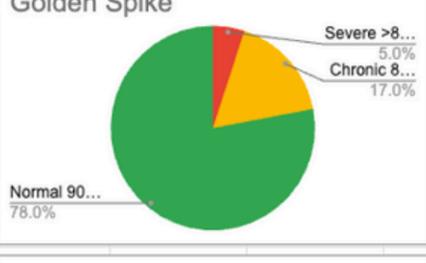
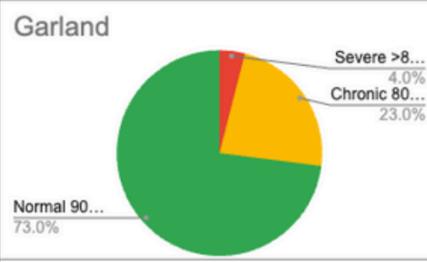
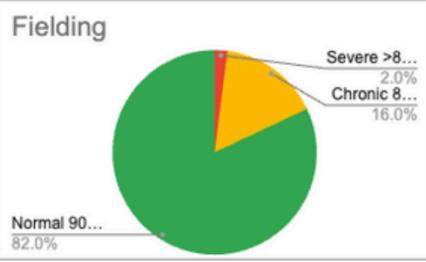
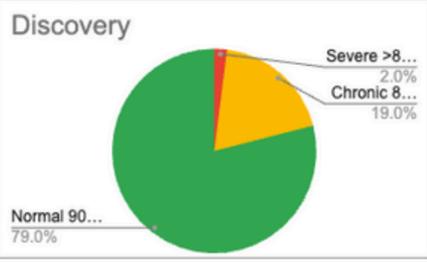
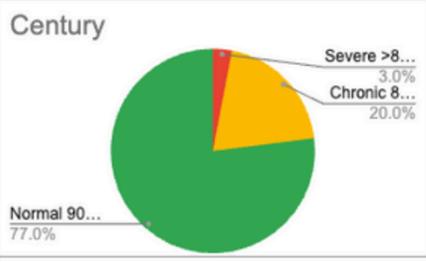
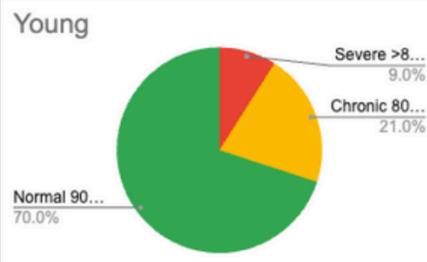
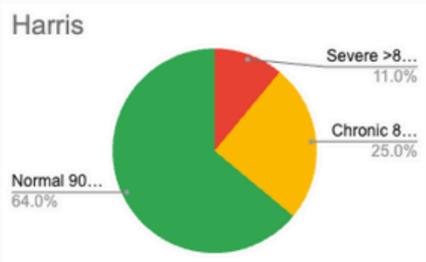
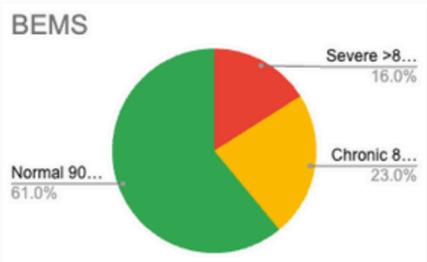
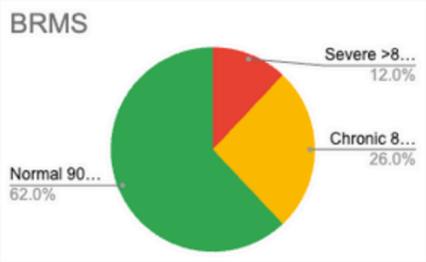
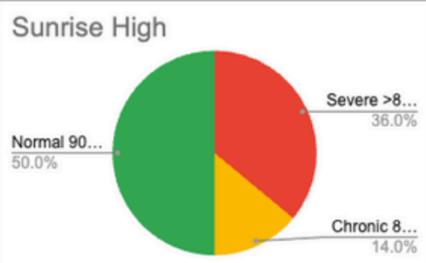
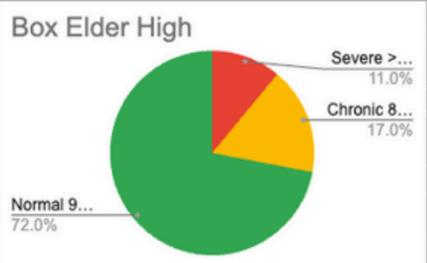
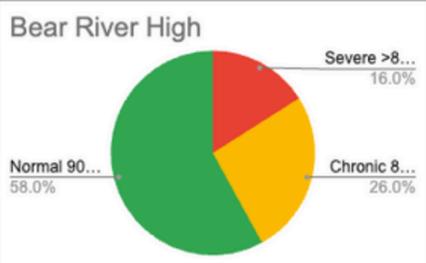
A student who has missed ten percent (10%) (2 days a month, 6 days a trimester, or 18 times a year) or more of school days/class periods due to absence for **any reason** (excused, unexcused absences, or suspensions)

## Severe Absent

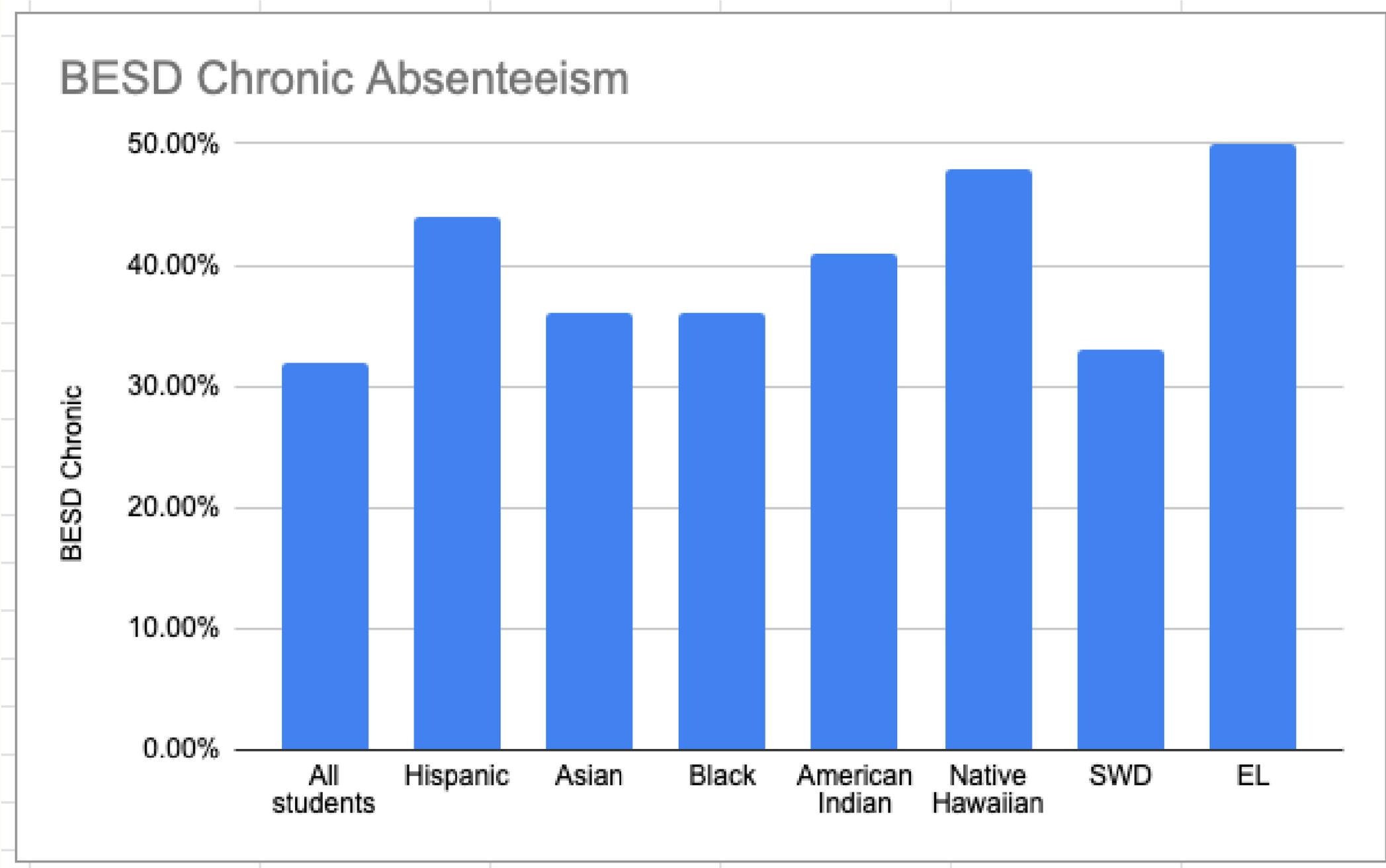
A student who has missed twenty percent (20%) (4 days a month, 12 days a trimester, or 36 times a year) or more of school days/class periods due to absence for **any reason** (excused, unexcused absences, or suspensions)



# NORMAL / CHRONIC / SEVERE



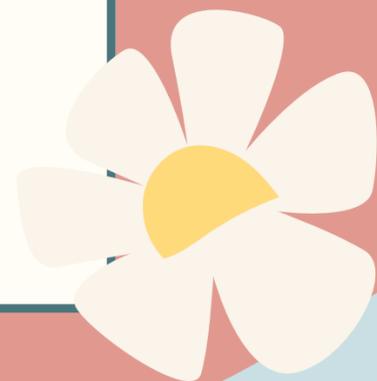
# DEMOGRAPHIC DATA



# STATEWIDE ATTENDANCE CAMPAIGN!



*Every Day  
Counts!*

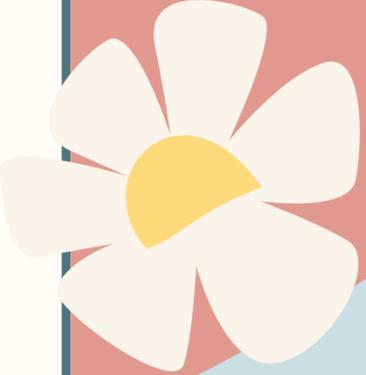


# STATEWIDE ATTENDANCE CHALLENGE!

- 
- **Unite Your Whole School:** Bring everyone together; students, teachers, and families, to create a shared commitment to attendance. Kick off the challenge at a school event and showcase posters around campus.
  - **Empower Teachers to Connect:** Support teachers in taking daily attendance and nurturing positive relationships that encourage students to show up every day.
  - **Track Progress Together:** Share your school's attendance story with a mid-year update by January 9, 2026. Together, we can see how far we've come.
  - **Engage Families as Partners:** Collaborate with families and school groups to spread the word and build support for attendance goals that benefit every student.
  - **Celebrate and Inspire Your Community:** Share your successes and inspire others by being featured on the USBE website as a proud participant in this statewide effort.
- 



# DISTRICT CHALLENGES

- District-wide campaign kickoff-
    - BRHS and BEHS football game Aug 28 @BEHS.
      - QR code posted.
      - Announcers attendance messaging.
  - Attendance awareness Sept 8-12 (Counselors will spearhead this)
    - Poster contest or social media contest
    - Harris-facts posted throughout the school and questions throughout the day. Students would find it and bring it in for a prize.
    - Posters around the school, attendance works has a lot of good resources.
  - Jamie- Social Media Posts
  - Goal for the year- 9 or less is BEST!
  - Attendance Week Ideas (Example)
  - Attendance Week Ideas (Example)
  - Monthly Competitions
    - Videos for attendance
  - Tier 1 Attendance Plan (Example)
  - Attendance Information for Parents (Example)
- 



**THANK  
YOU!**

School	Principal	Person Submitting	Grade	Project Name	Requested	FUNDED	
<b>ACHI</b>	Jerry Jackman	Tracy Hendrickson	6-7	5M Pro High Speed 3D Printer	\$469.00	\$470.00	\$470.00
<b>ACYI</b>	Lewis Whitaker	Haylee Singleton	6-7	Pear Assessment Math Software Licenses	\$625.00	\$625.00	
<b>ACYI</b>	Lewis Whitaker	Kellie Hansen	6-7	Enhancing Offline Engagement for Students	\$400.00	\$400.00	\$1,025.00
<b>BEMS</b>	AJ Gilmore	Laura Vallejo	6-12	Method Books for Sight Reading and Ensembles	\$231.03	\$231.00	\$231.00
<b>BRHS</b>	David Lee	Erika Bywater	10-12	Level Up Your Finances: A Payday Learning Experience	\$200.00	\$200.00	
<b>BEHS</b>	Jamie Kent	Shengnan Hernandez	10-12	Special Education High School Math Resource	\$333.99	\$340.00	
<b>BRHS</b>	David Lee	Preston Richey	10-12	Bear River Robotics 2025-26 Field and Game Element Kit	\$735.00	\$735.00	
<b>BRHS</b>	David Lee	Sanford MacSparran	10-12	Gel Electrophoresis	\$1,047.00	\$1,000.00	\$2,275.00
<b>BRMS</b>	Chad Kirby	Mike Wadsworth	8-9	Ability to Teach Comfortably	\$149.99	\$150.00	
<b>BRMS</b>	Chad Kirby	Shannon Heiner	8-9	Curtains for Wave Unit	\$300.00	\$300.00	\$450.00
<b>Century</b>	Dallin Gittins	Jill Roche	K-5	Math and Reading Manipulatives	\$390.00	\$390.00	\$390.00
<b>Fielding</b>	Kristi Capener	Alyssa Johnson	Pre-K	Large Building Materials for Special Education Preschoolers	\$978.00	\$978.00	\$978.00
<b>Garland</b>	Vanica Crane	Cindy Fannesbeck	K-5	Building Lieflog Writers	\$627.57	\$627.00	
<b>Garland</b>	Vanica Crane	Kali Winward	K-5	Math Manipulatives for upper elementary	\$351.57	\$350.00	
<b>Garland</b>	Vanica Crane	KayDee Shaffer	K-5	Hands on Math and Science for 4th Grade	\$297.00	\$297.00	\$1,274.00
<b>Golden Spike</b>	Shaylyn Ekins	Malorie Serdar	K-5	Phonics in First	\$1,624.00	\$1,624.00	
<b>Golden Spike</b>	Shaylyn Ekins	Wendy Dunham	K-5	For the Love of Literacy	\$1,624.00	\$1,624.00	\$3,248.00
<b>Lake View</b>	Austin Storey	Lynette Tervort	K-5	Language Development for ELL Students	\$166.00	\$166.00	\$166.00
<b>McKinley</b>	Jake Balls	Celeste Anderson	K-5	Music Essentials	\$315.00	\$300.00	
<b>McKinley</b>	Jake Balls	Hatt	Pre-K	Task Boxes for Special Education Preschool	\$500.00	\$500.00	\$800.00
<b>North Park</b>	Ryan Greene	Jennifer Olson	K-5	Games for Speech and Language Therapy	\$300.00	\$300.00	
<b>North Park</b>	Ryan Greene	Kristen Riley	K-5	Creating better writers... One paragraph at a time	\$600.00	\$600.00	\$900.00
<b>Park Valley</b>	Melissa Morris	Kelly Kunzler	K-10	Greenhouse Tables	\$1,500.00	\$750.00	\$750.00
<b>SpEd</b>	Catherine Allen	Linda Bourn	K-12	Sensory Items Functional Skills Classrooms	\$500.00	\$500.00	
<b>SpEd</b>	Catherine Allen	Linda Bourn	K-12	Sensory Equipment	\$500.00	\$500.00	\$1,000.00
<b>Sunrise</b>	Randy Rasmussen	Anne Turner	10-12	Experiential Learning	\$249.50	\$250.00	
<b>Sunrise</b>	Randy Rasmussen	Mati Rinderknecht	10-12	High School Students	\$468.09	\$450.00	\$700.00
<b>Three Mile Creek</b>	Teryl Jeffs	Carol Pyle	K-5	Extend Their Learning!	\$175.00	\$175.00	
<b>Three Mile Creek</b>	Teryl Jeffs	Maria Renteria Sandoval	K-5	Enhancing Numeracy Skills through manipulatives and Games	\$168.74	\$168.00	\$343.00
<b>Total Requested:</b>					<b>\$15,825.48</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>

School	Submitted By	Name of Project	Funds Requested
<b>BEHS</b>			
	Jed Craner	Enhancing Student Health Awareness Through Body Fat Percentage	\$2,046
	Braun Bowden	Shop Safety	\$1,100
<b>BRHS</b>			
	Wade Walton	Folders for Choir Music	\$1,499
	Sandy MacSparran	DNA Fingerprinting Mini Lab	\$1,047
	Sandy MacSparran	PP Graduated Cylinders	\$150
	Sarajan Marble	English Language Learner/Newcomer Program	\$1,000
	Preston Richey	Custom robot parts using polycarbonate plastic	\$779
	Crystal Pugsley	Pinewood Derby Project	\$953
<b>BEMS</b>			
	Mary Kay Johnson	Replacement Scientific Calculators for 9th Grade Math Courses	\$600
	Mary Kay Johnson	Replacement Graphing Calculators (9th Grade Math Classes)	\$1,500
	Talia Scholes	Logitech Crayons, Cases, and Charging Cart	\$850
	Carleen Ramirez	ELA iPad Repurposing Mission	\$850
	Kalli Phister	Classroom iPad Accessories	\$850
	Kierstyn Sanders	Logitech Crayons, Cases, and Charging Cart	\$850
<b>BRMS</b>			
	Corinne Udy	Collaborative Learning	\$900
	Rhonda Pace	Classroom set of headphones	\$800
	Morgan Christensen	Enhancing Special Education through Virtual Reality: Supporting Physical Activity, Social-Emotional Learning, and Positive Behavior	\$1,100
	JoAnn Mortensen	Calculators for Classes	\$1,500
	Kelli Rose	Support counselor's efforts to meet all students basic needs	\$1,512
	Madison Logan	Bouncy Bands for ADHD	\$320
	Haley Gunderson	Sensory Wall for Special Education Classroom	\$1,500
<b>ACYI</b>			
	JoJo Perea, Toree Sorensen	Let's Get Reading!	\$1,000
	Nancy Steed	Words that Welcome: Inspiring ELLs Through Literature	\$250
	Jake Hanes	Outdoor Playground Volleyball Poles	\$500
<b>ACHI</b>			
	Jo Thomas, Judd Sweat, Trisha Erikson	More than a walk, Trekking through the Body and Beyond	\$1,573

<b>Century</b>			
	Valerie Josephson	Phonics Skill Practice with Decodable Books	\$1,243
<b>Fielding</b>			
	Camille Rudd	Math and Science for 1st Grade	\$800
	Kristi Capener	STEM and 3-D Printing	\$900
<b>Garland</b>			
	Linda Bourn, Alexis Zundel	Literacy Development for Children with Physical and Cognitive Disabilities	\$200
	Ashlee Wise	Listen, Scroll, Read, and Learn	\$636
<b>Golden Spike</b>			
	Malorie Serdar	Phonics in First Grade	\$1,624
<b>Lake View</b>			
	Nicole Jensen	Learning Tables	\$1,453
<b>North Park</b>			
	Ryan Greene	Elevating Physical Activity at North Park	\$1,500
<b>Willard</b>			
	Natasha Morgan	Math Madness	\$110
<b>SpEd/ILSC</b>			
	Jeremy Hammond	Building Employment Skills for Students with Disabilities	\$929
			<b>\$41,408</b>

<b>Amount Awarded</b>
\$1,000.00
\$1,100.00
\$750.00
\$500.00
\$150.00
\$500.00
\$779.00
\$500.00
\$600.00
\$750.00
\$425.00
\$425.00
\$425.00
\$425.00
\$450.00
\$800.00
\$550.00
\$1,500.00
\$1,512.00
\$200.00
\$750.00
\$500.00
\$250.00
\$500.00
\$1,573.00

\$600.00
\$400.00
\$450.00
\$100.00
\$320.00
\$500.00
\$800.00
\$1,000.00
\$110.00
\$500.00

***\$21,694.00***

## **OATH OF OFFICE**

### *Utah State Archives*

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

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

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

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

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

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

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

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

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

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

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

**OATH OF OFFICE**  
STATE OF UTAH

I, \_\_\_\_\_, *having been appointed to the office of*  
Print Name

\_\_\_\_\_

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

\_\_\_\_\_  
Signature

*State of Utah,*  
*County of* \_\_\_\_\_

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

\_\_\_\_\_  
\*Person Administering Oath

\_\_\_\_\_  
Title

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

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

## **Recommendation to approve**

Submitted by: Keith Mecham

### **Recommendation:**

It is recommended that the BESD Board of Education approve the participation in the UHSAA of E-Sports at both Bear River and Box Elder High Schools for the school year 2025-2026 including the associated fees for participation and increasing in the program in the future as interest dictates.

### **Recommended Motion:**

I move that we approve the participation in the UHSAA of E-Sports at both Bear River and Box Elder High Schools for the school year 2025-2026 including the associated fees for participation and increasing in the program in the future as interest dictates

### **Background:**

[E-sports General Information](#)

[State Website:](#)

### **Policy Implications:**

none

### **Financial Implications: (Approximately)**

Both Box Elder High School and Bear River High School will hire a head coach and an assistant coach.

Approximate costs per School:

Head Coach = \$3500, Asst Coach= \$2100 Total Cost: \$5600 plus benefits

Draft of [updated salary schedule](#):

[Spending Plan for BEHS E-Sports](#)

[Spending Plan for BRHS E-Sports](#)

### **Transportation:**

It would only be required for the state competition. Possibly 2-3 other times in the fall offseason. Otherwise, all contests are done virtually from each individual school location.

### **Equipment costs for computers:**

Using current computer lab computers. We have everything right now. Possible future expenses may include: Consoles (approx \$500 each, 3 minimum), Games (approx \$120, we buy two copies of a game that costs \$60), controllers (\$60 each).

### **Staff Implications:**

Since E-sports has been an approved club for several years, coaches/advisors are already in place so no additional staff is required.

**Other Information:**

It is proposed that for now, freshmen do not participate for the first year but we can use them if we have room.

As of now there are 3 games with the UHSAA: (Super Smash Bros, Mario Kart Deluxe, Rocket League). Each team for a game consists of 4-5 players including alternates. So there will be a tryout process to see who fills those roles. Currently Ken Garff sponsors an offseason for Esports in the fall where they are committing \$1500 dollars to BEHS.

## Recommendation to approve

Submitted by: Keith Mecham

### Recommendation:

It is recommended that the BESD Board of Education approve the amendment of the 2025-2026 BESD General Student Fees and Deposits schedule for the following activities:

- [FBLA Co-Curricular Club](#) will move from \$170 to \$225 maximum due to a special opportunity for a field trip associated with the Utah Jazz organization.
- **Intervention drug testing:** \$25 per drug test.

<b>Intervention Student Drug Testing</b>	<b>This fees covers a cost of a Tier 2 &amp; 3 drug testing intervention for students</b>	<b>\$25.00</b>
--	---	----------------

- **BRHS Art OPPS Co-Curricular Club:** \$15 for food and supplies
- [BEHS Auto Co-Curricular Club](#): \$25 for T-Shirt and Skills USA Contest

### Recommended Motion:

I move that we approve the amendment of the 2025-2026 BESD General Student Fees and Deposits schedule to reflect the new fees for the FBLA Club, Student Intervention drug test, BRHS Art OPPS Club and BEHS Auto Club.

### Background:

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.

The BRHS Art OPPS and BEHS Auto clubs are new.

### Policy Implications:

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

### Financial Implications:

As stated in the recommendation

### Staff Implications:

No additional implications



September 10, 2025

Utah State Board of Education  
250 E 500 S  
Salt Lake City, Utah 84111

Dear Utah State Board of Education and State Superintendent Molly Hart:

As I am sure you are aware, on Sunday August 17, 2025 Sergeant Lee Sorenson and Officer Eric Estrada were killed in the line of duty. This occurred in the northern Utah town of Tremonton. This tragedy was one of the saddest events that have occurred in our county and our school district in many, many years.

In my twenty-five years as a School Superintendent in the state of Utah, I have not witnessed an event that so incredibly affected the entire community. The outpouring of love and concern for all involved was a testament to the goodness in people and the entire Box Elder County Family.

Because of the enormity of this sad situation the police officers were honored at a viewing at Bear River High School from 3:00-7:00 pm on August 27, 2025. Their funerals were held at the Utah State University Spectrum with Officer Estrada's funeral on August 28 and Sergeant Sorenson's held on August 29. Both funerals were held at 10:00 am.

Taking into account the number of family, friends, patrons, Box Elder School District employees and students who wanted to honor the fallen officers, the Box Elder School Board of Education allowed the Box Elder School District Leadership Team, led by me as the Superintendent, to cancel school the days of August 28 and 29.

Considering the number of employees and students who were planning on attending the services we did not feel like we could have virtual learning based on the ineffectiveness of that learning on those days, but more importantly to fully honor the fallen police officers.

This letter is a request that those two days be exempt from the required 180 days for Box Elder School District for the 2025-2026 school year.

This letter was voted on and approved at the September 10, 2025 Box Elder School District (BESD) Board of Education regularly scheduled Board Meeting.

Sincerely,

---

Tiffani Summers, BESD Board President

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Steve Carlsen, BESD Superintendent



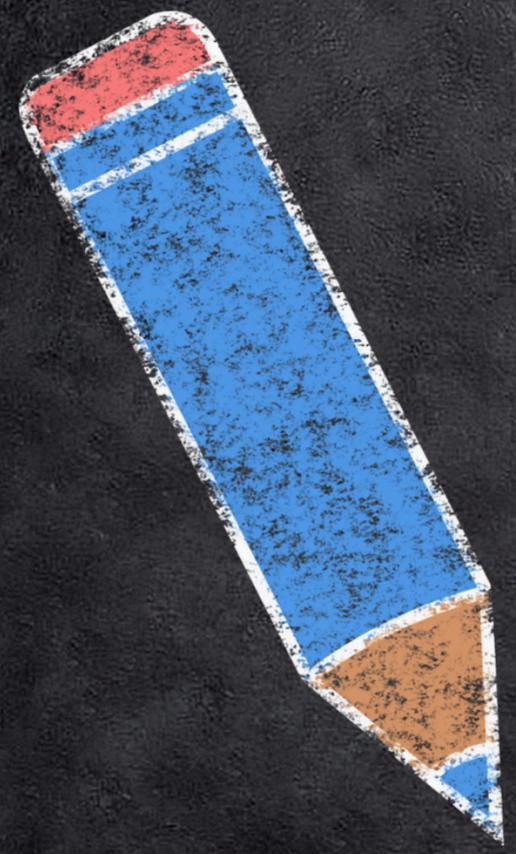
<b>Elementary Field Trips 2024-2025</b>					
<b>North Trips</b>		<b>Brigham Trips</b>		<b>Totals</b>	
Before April 1	49	Before April 1	60	109	
After April 1	62	After April 1	51	113	
<b>Total</b>	<b>111</b>		<b>111</b>		
September	1	September	0		
October	14	October	14		
November	2	November	7		
December	4	December	5		
January	6	January	0		
February	10	February	22		
March	12	March	12		
April	16	April	13		
May	46	May	38		
<b>Total</b>	<b>111</b>		<b>111</b>	<b>222</b>	
<b>There was a 40% increase in the miles traveled with the Elementary Field Trips from the previous year.</b>					



# EARLY LEARNING PLAN

August 2025 Board Meeting

AshLee Nelson & Jamie Kent



# 2024-25 EARLY LEARNING PLAN



## Early Mathematics Goal

By May 30, 2025, Box Elder School District will increase the percentage of 1st grade students performing at or above benchmark on the Advanced Quantity Discrimination (AQD) measure by 10% from BOY to EOY by teaching strategies to improve fluency and focusing on number sense understanding to increase number identification fluency, resulting in improved AQD.



## BOY Data

56%

## EOY Data

66%

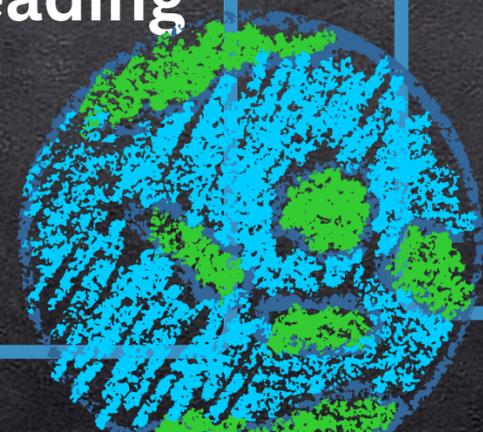


# 2024-25 EARLY LEARNING PLAN



## Early Literacy Goal

By May 30, 2025, Box Elder School District will increase the percentage of 2nd grade students reading above benchmark in oral reading accuracy and fluency by 5% from BOY to EOY by increasing opportunities to read, exposing students to appropriate grade level text, and providing teachers with feedback on LETRS observations to increase the number of students reading at or above grade level.



## BOY Data

34%

## EOY Data

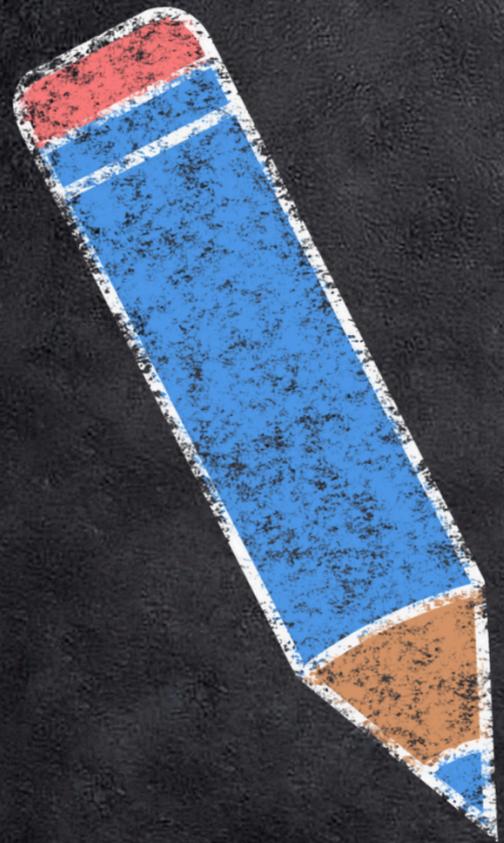
37%



# Early Learning Plan Changes

2025-26

- 2 math goals instead of one math and one literacy goal
- Plan just needs to be presented to the board, not approved



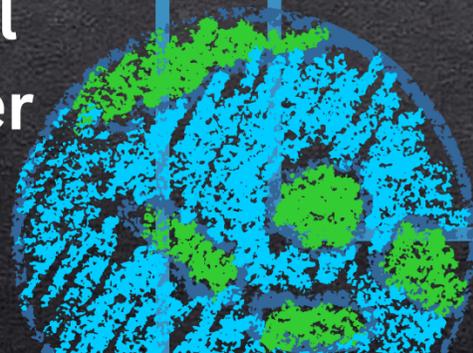


# 2025-26 GOALS

# 2025-26 EARLY LEARNING PLAN

## Early Mathematics Goal

By May 28, 2026, Box Elder School District will increase the percentage of 1st grade students scoring at or above benchmark in computation by 25% from BOY to EOY by demonstrating an increased proficiency in subitizing skills, and applying multiple strategies for addition and subtraction that extend beyond rote memorization. Specifically, students will be able to accurately recognize and quickly identify small quantities (subitizing) and use visual and conceptual strategies, such as number bonds, counting on, and decomposing numbers, to solve addition problems.



## 24-25 Data

**19% Increase**

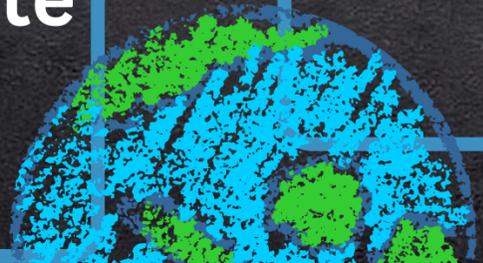
## 25-26 Data

# 2025-26 EARLY LEARNING PLAN



## Early Mathematics Goal

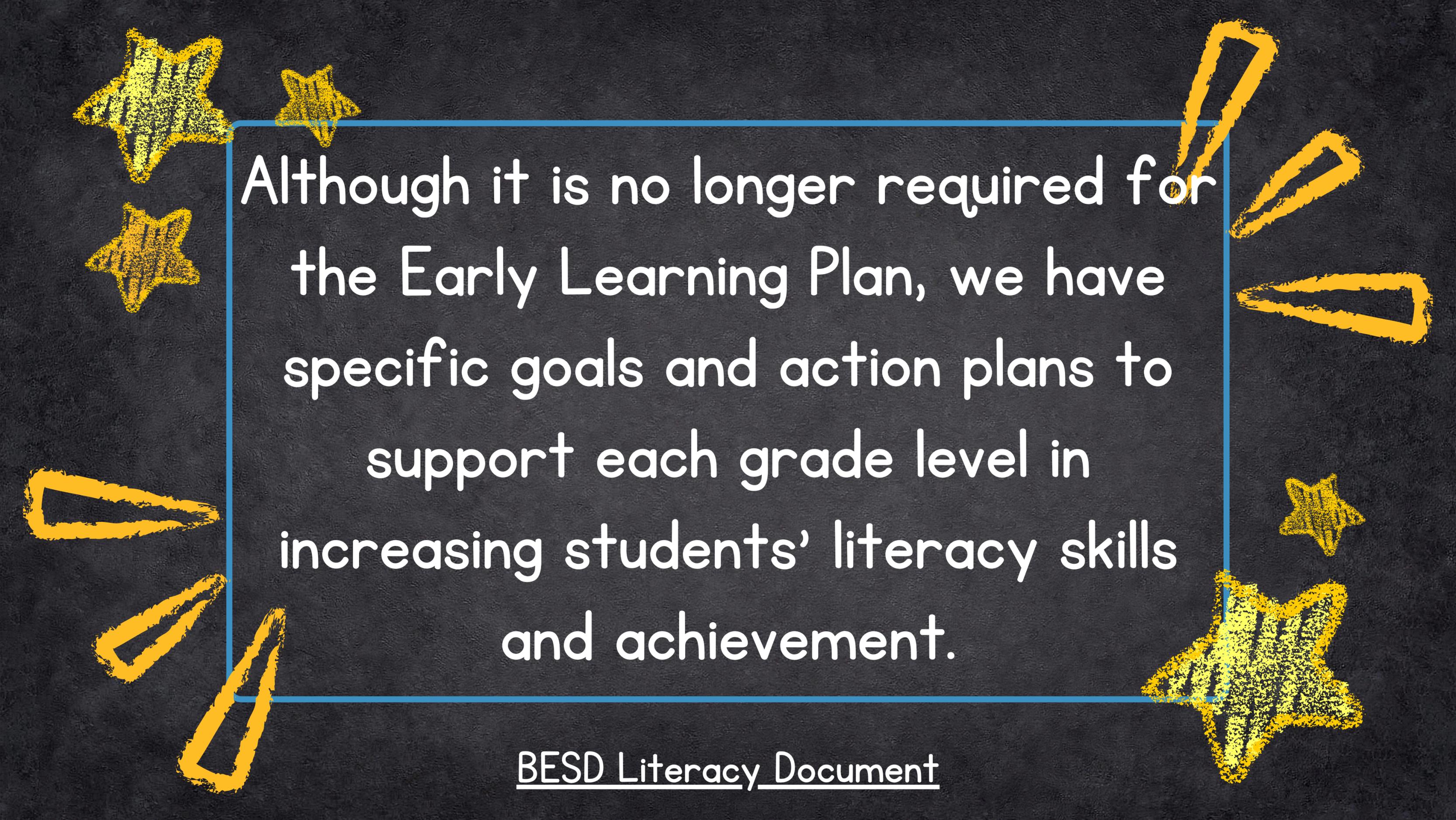
By May 28, 2026, Box Elder School District will increase the percentage of 3rd grade students scoring at or above benchmark in computation by 10% from BOY to EOY by demonstrating an increased proficiency in subitizing skills, and applying multiple strategies for addition, subtraction, multiplication, and division that extend beyond rote memorization.



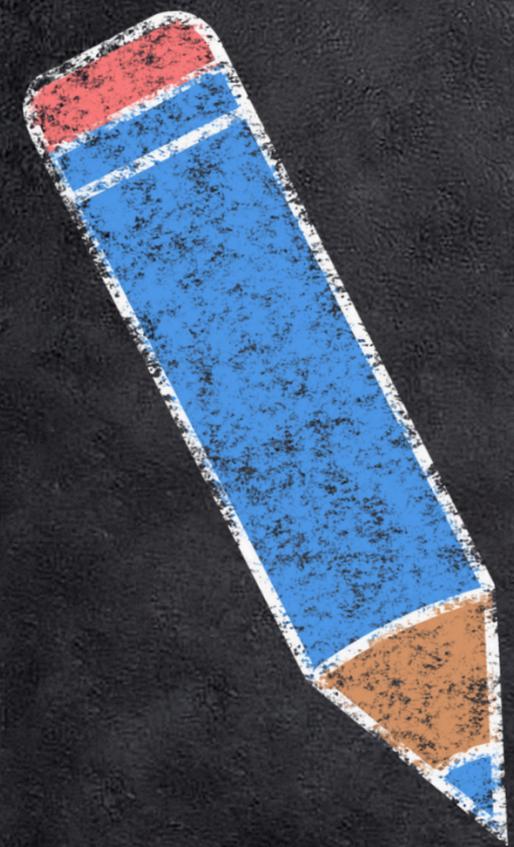
## 24-25 Data

5% increase

## 25-26 Data

The background is a dark, textured grey. It is decorated with several yellow, hand-drawn style stars and paperclip-like shapes. The stars are scattered around the central text box, with some larger and more prominent than others. The paperclip-like shapes are also scattered, some pointing towards the text box and others away from it. The central text is enclosed in a light blue rectangular border.

Although it is no longer required for the Early Learning Plan, we have specific goals and action plans to support each grade level in increasing students' literacy skills and achievement.



THANK  
YOU



## Response Summary:

Thank you for submitting an Early Learning Plan for your Local Education Agency (LEA).

This plan provides the Utah State Board of Education (USBE) with information regarding your LEA's early literacy and early mathematics curriculum, established goals, and the implementation of the four components of mathematics instruction as required by Utah State Code 53G-7-218, 53E-3-521, and Board Rule R277-406.

We appreciate your collaborative efforts between LEA literacy and mathematics leaders in the development of this plan.

### Q2. LEA Name

Box Elder School District

### Q3. LEA Literacy Leader First and Last Name(s)

AshLee Nelson

### Q4. LEA Literacy Leader Email Address(es)

Ashlee.nelson@besd.net

### Q5. LEA Mathematics Leader First and Last Name(s)

Jamie Kent

### Q6. LEA Mathematics Leader Email Address(es)

jamie.kent@besd.net

### Q7. Please list your LEA Superintendency/Leadership that should be included in goal outcome communications.

**Please include their first and last name(s), title(s), and email address(es).**

Heidi Jo West, Assistant Superintendent of Elementary Teaching and Learning, heidijo.west@besd.net

### Q9. Select your evidence-informed core curriculum program(s) for grades K-3 literacy along with the year published or edition.

**\*Evidence-Informed Curriculum(s) (defined in SB 127 as: (i) is developed using high-quality research outside of a controlled setting in the given field, and (ii) includes strategies and activities with a strong scientific basis for use)**

### [SB 127 \(2022\) Early Literacy Outcomes Improvement](#)

**More than one box may be selected.**

- The Super Kids Reading Program (K-2)
- Wonders 2023
- 95% Group Core Phonics Program

**Q10. Select your evidence-based intervention program(s)/strategies for grades K-3 literacy along with the year published or edition.**

*\*Evidence-based is defined in SB 127 as: means that a strategy demonstrates a statistically significant effect, of at least a 0.40 effect size, on improving student outcomes based on: (i) strong evidence from at least one well-designed and well-implemented experimental study or (ii) moderate evidence from at least one well-designed and well-implemented quasi-experimental study.*

**[SB 127 \(2022\) Early Literacy Outcome Improvement](#)**

**For example: 95% Phonics Lesson Library 1st Edition, Read 180 Reading 2022, etc.**

**\*Software programs are not considered eligible intervention curriculum for tier 2 and tier 3 instruction.**

**You are able to select more than one.**

- 95% Group Phonics Lesson Library 1st Ed.
- 95% Group Phonological Awareness 1st Ed.
- Bridge The Gap 2020
- REWARDS 2nd Ed.
- SIPPS 4th Ed.

**Q11. List the evidence-informed core curriculum being used in tier 1 K-3 mathematics instruction.**

**For example: Eureka Math Squared, iReady Classroom Mathematics 2024, etc.**  
HMH Into Math

**Q12. List the evidence-informed intervention programs/strategies used for grades K-3 mathematics interventions.**

**For example: Building Fact Fluency Kits, Kickstart Number Sense for Targeted Math Interventions, Bridges Interventions, etc.**

**\*Software programs are not considered eligible intervention curriculum for tier 2 and tier 3 instruction.**

HMH Into Math intervention materials, Kickstart (Title One)  
Supplemental- Reflex, Frax, iReady

Describe how the following mathematical components are incorporated in tier 1 instruction in grades K-3.

Support Document: [Components of Early Mathematics Resources](#)

**Q32. Conceptual Understanding: the comprehension and connection of concepts, operations, and relations.**

**For example: Incorporate evidence based strategies like implementing mathematical tasks that promote reasoning and problem solving, facilitating meaningful mathematical discourse, engaging students in number talks**

In grades K-3, a learning arc exists across units and modules, ensuring that a strong foundation of conceptual understanding is built before students learn mathematical procedures and develop fluency. Three types of lessons, each with a different purpose, help teachers know where they are in the arc of instruction. Build Understanding lessons ensure that a strong foundation of conceptual understanding exists before students learn procedures and efficient algorithms and develop fluency.

The activities within Into Math provide students with opportunities to model with mathematics, use appropriate tools, reason abstractly and quantitatively, analyze patterns and structures, and make conjectures.

**Q33.**

**Procedural Fluency: the meaningful, flexible, accurate, and efficient use of procedures to solve problems.**

**For example: Implement fluency building components of evidence-based mathematics curricular programs (e.g. Building Fact Fluency Kits), Implement evidence-based fluency strategies that promote meaningful, flexible, accurate, and efficient procedures. (e.g. build procedural fluency from conceptual understanding, games that promote fluency, number talks)**

***The use of regular timed testing will NOT be approved as research shows it is ineffective and damaging.***

As mentioned above, Into Math balances conceptual understanding, procedural fluency, and rigorous application. The unique learning arc, a purposeful progression from conceptual to procedural with application throughout, ensures students grasp concepts before they move on to specific procedures. Build Procedural Fluency from Conceptual Understanding: Build Understanding lessons ensure that a strong foundation of conceptual understanding exists before students learn procedures and efficient algorithms and develop fluency.

The Apply and Practice lessons focus on strengthening students' procedural skills. These lessons ensure students understand the steps in a procedure and the types of problems for which the procedure can be used. With their understanding of the concept and knowledge of multiple viable strategies, students work on the Step It Out tasks. Students apply their knowledge and build fluency with the On My Own problems and More Practice/Homework. Additional opportunities for rigorous application can be found in the More Practice pages (Guide to Differentiated Instruction), in the Standards Practice pages (Getting Ready for FSA), in the Performance Tasks (Assessment Guide), and in the Games and STEM Projects.

**Q34. Strategic and Adaptive Mathematics Thinking: the ability to formulate, represent, and solve mathematical problems with the capacity to justify the logic used to arrive at the solution.**

**For example: Implement evidence-based strategies including engaging students in the Standards for Mathematical Practice in the Utah Core Mathematics Standards, engaging in rigorous mathematical tasks.**

Into Math challenges every student through carefully crafted tasks that have a low floor and a high ceiling, frequent formative assessment opportunities, and a range of differentiated resources. Critical thinking skills are developed through full and consistent integration of the Standards for Mathematical Practice in every lesson.

An example of this strategy can be found by examining the Connect Concepts and Skills lesson. These lessons focus on MP.7 (Look for and make use of structure) and MP.8 (Look for and express regularity in repeated reasoning) where students connect understanding they have developed with more efficient procedures. These practices help students explain and justify the procedures they use along with MP.4 (Model with Mathematics) when students are connecting their understanding to a procedure.

In addition, Step It Up prompts encourage students to analyze solution methods, explain concepts in their own words, construct arguments, justify their own reasoning, and critique the reasoning of others.

**Q35. Productive Disposition: the attitude of a student who sees mathematics as useful and worthwhile while exercising a steady effort to learn mathematics.**

**For example: Implement evidence-based strategies including goal setting, supporting positive mathematical experiences, promoting positive mathematical mindsets.**

Build Conceptual Understanding lessons always include Spark Your Learning, a small-group productive perseverance task, and are paired with MP.1 (Make sense of problems and persevere in solving them), MP.3 (Construct viable arguments and critique the reasoning of others), and MP.5 (Use appropriate tools strategically).

Spark Your Learning tasks are carefully crafted to help students have an "Aha!" moment that builds understanding. Strategies for perseverance, written in conjunction with the Mindset Works organization, are embedded throughout. Into Math was carefully designed to prepare students for college and careers. Real-world and rigorous tasks, including many with a STEM focus, engage students and help them see the relevance of mathematics in their lives. A quick flip through the Student Edition and other student materials reveals tasks and problem scenarios based on science, social studies, health, art, technology, and engineering. A table with specific examples of applications across content areas is available with the online correlations. Unit Openers focus on a career, providing great examples of how math and perseverance are relevant across disciplines.

**Q8. The state growth goal requires 60% of first through third grade students to make typical, above typical, or well above typical growth from beginning of year to the end of the year as measured by Pathways of Progress on the Acadience Math assessment.**

**Per [53G-7-218](#) and [R277-406](#), an LEA that fails to meet the State Growth Goal in Math MUST participate in the USBE Math System of Support.**

- We understand the expectation for meeting the State Growth Goal for math and agree to participate in the USBE Math System of Support if our LEA fails to meet the goal as outlined above.

Your LEA is responsible for creating two goals that are specific to your LEA, measurable, address current performance gaps in students' mathematics proficiency based on data, and include specific strategies for improving outcomes. (53G-7-218)

Please answer the questions below to generate your goal.

**Q14. Goal 1:**

**What is your LEAs last day of school?**

May 28, 2026

**Q16. What grade level will this goal focus on?**

- First Grade

**Q19. What Acadience Math measure will your goal focus on? (e.g. composite, NNF, computation)**

Composite

**Q21. What is the target increase in the percentage of students scoring at or above benchmark from the beginning of the school year to the end of the school year?**

- 11% or higher

**Q22. How will you achieve this goal? What evidence-based strategies will you implement?**

By May 28, 2026, Box Elder School District will increase the percentage of 1st grade students scoring at or above benchmark in computation by 25% from BOY to EOY by demonstrating an increased proficiency in subitizing skills, and applying multiple strategies for addition and subtraction that extend beyond rote memorization. Specifically, students will be able to accurately recognize and quickly identify small quantities (subitizing) and use visual and conceptual strategies, such as number bonds, counting on, and decomposing numbers, to solve addition problems.

Your LEA is responsible for creating two goals that are specific to your LEA, measurable, address current performance gaps in students' mathematics proficiency based on data, and include specific strategies for improving outcomes. (53G-7-218)

Please answer the questions below to generate your goal.

**Q2. Goal 2:**

**What is your LEAs last day of school?**

May 28, 2026

**Q3. What grade level will this goal focus on?**

- Third Grade

**Q4. What Acadience Math measure will your goal focus on? (e.g. composite, NNF, computation)**

Computation

**Q5. What is the target increase in the percentage of students scoring at or above benchmark from the beginning of the school year to the end of the school year?**

- 11% or higher

**Q6. How will you achieve this goal? What evidence-based strategies will you implement?**

By May 28, 2026, Box Elder School District will increase the percentage of 3rd grade students scoring at or above benchmark in computation by 10% from BOY to EOY by demonstrating an increased proficiency in subitizing skills, and applying multiple strategies for addition, subtraction, multiplication, and division that extend beyond rote memorization. Specifically, students will be able to:

Use visual models, such as arrays, number lines, and area models, to solve multiplication and division problems.

Decompose numbers to simplify addition and subtraction, for example, breaking numbers apart to make mental calculations easier.

Apply strategies such as repeated addition, skip counting, and the use of known facts to solve problems efficiently.

Explain their reasoning and strategies verbally or in writing, demonstrating understanding of the relationships between operations.

Use mental math strategies, like doubling, halving, or compensating, to solve computation problems with accuracy.

**Q31. The LEA assures that it is in compliance with State Code [53E-4-307.5](#), [53G-7-218](#), [53E-3-521](#) and Utah Board Rule [R277-406](#) applicable to this program.**

- Agree

**Q32. The LEA has adopted high quality literacy instructional materials and intervention programs aligned with the effective research regarding the science of reading and the LEA's reading strategies meet the criteria in Section [53G-11-303](#).**

- Agree

**Q33. Our LEA assures that we will complete and submit the Goal Attainment Survey by July 15, 2026.**

- Agree

**Q39. Our LEA assures that we will present the outcomes of our Early Learning Plan and attainment of our goals to our school board in an open and public meeting as required in [R277-406](#).**

- Agree

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## **Embedded Data:**

N/A

# **AP Results & Acacience 2024-2025**

**Box Elder School District  
Board Report**

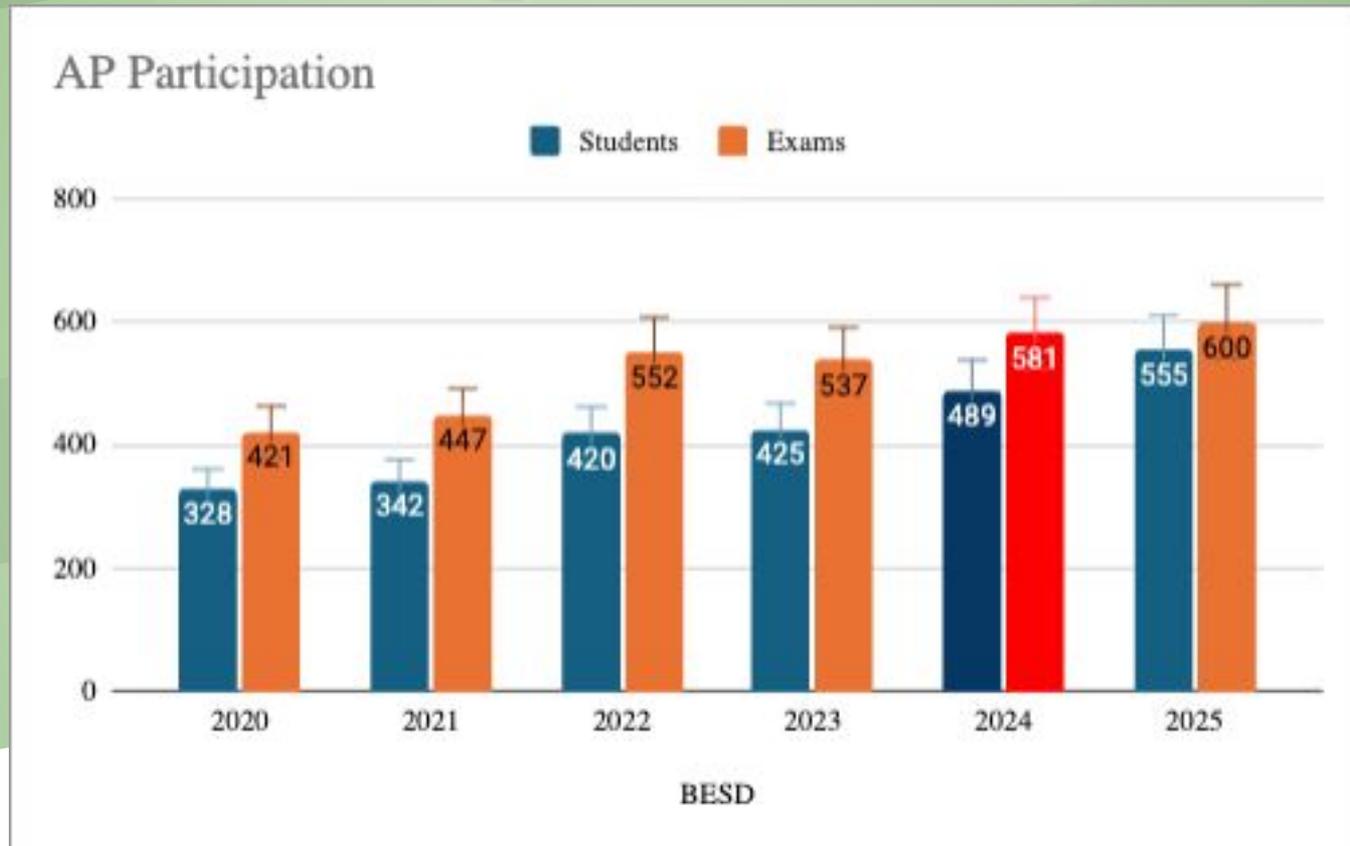
# AP Participation

69% Overall  
Pass Rate

Total AP Students in Your District: 555

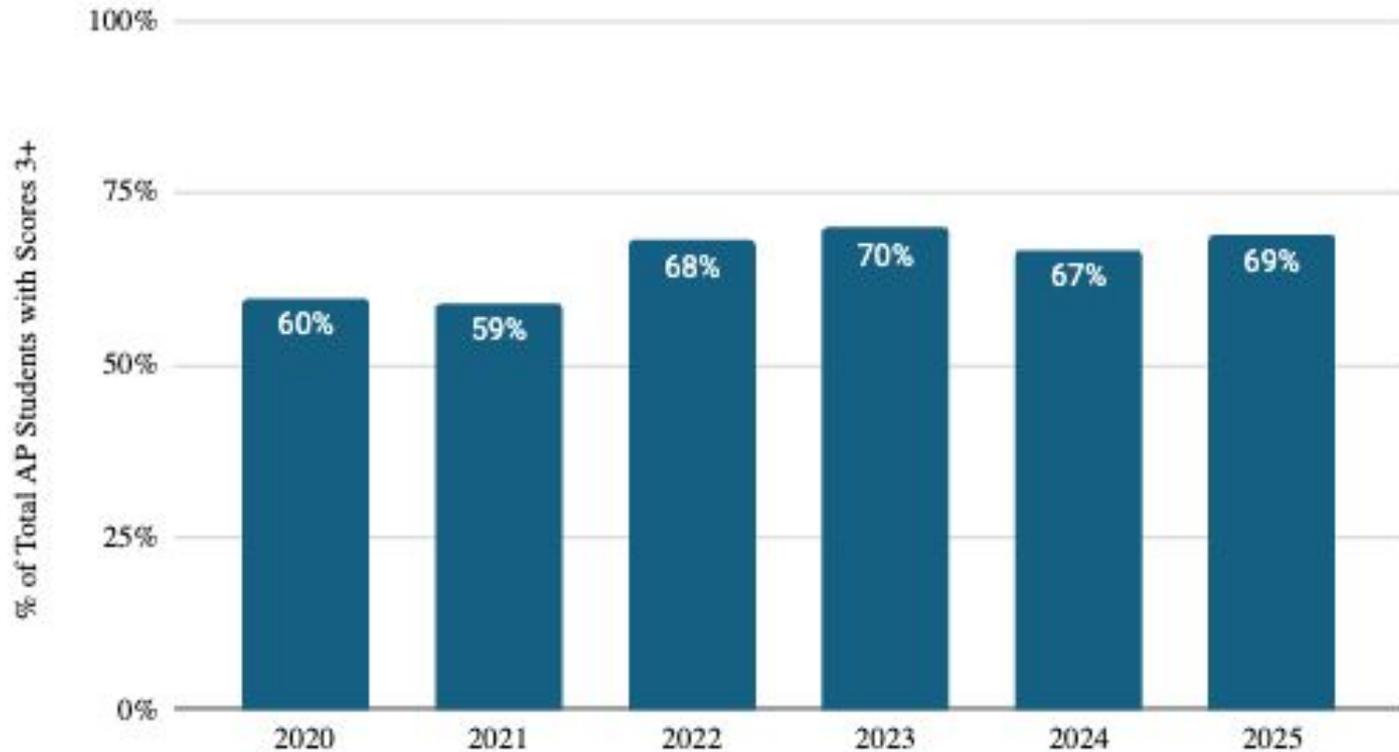
District Totals:	1	2	3	4	5	Total Exams
Number of Exams	32	104	158	167	43	600
Percentage of Total Exams	8%	24%	32%	28%	9%	69%
						555

# AP Participation Over Time



# AP % Passing Over Time

AP Pass Rate by year



# AP Scores by Exam

Subject	1	2	3	4	5	3 or Higher	Pass Rate
2-D Art and Design		1	1	7		8	89%
3-D Art and Design			1	3		4	100%
Biology	1	5	13	10	6	29	83%
Calculus AB	4	19	14	21	3	38	62%
Calculus BC		8	11	8	11	30	79%
Chemistry	0	0	6	5	1	12	100%
Chinese Language and Culture	7	8	13	7	3	23	61%
Comparative Government and Politics	3	1	8	1	1	10	71%
English Language and Composition			1	4	1	6	100%
English Literature and Composition	8	25	40	29	11	80	71%
Music Theory				2	2	4	100%
Physics C: Mechanics	1					0	0%
Psychology	7	14	8	6	1	15	42%
Spanish Language and Culture	7	36	33	22	4	59	58%
United States Government and Politics			4	5	5	14	100%
United States History	3	12	10	20		30	67%
World History: Modern	1	12	10	30		40	75%

\*Course title in blue indicates an increase in pass rate compared to 2024

# AP Scores by Race/Ethnicity

Race/Ethnicity	1	2	3	4	5	3+	Pass Rate
American Indian or Alaska Native		2	2	2		4	67%
Asian		2				0	0%
Black or African American	1	1				0	0%
Hispanic or Latino	7	9	11	9	4	24	60%
Native Hawaiian or Pacific Islander			1			1	100%
White	35	123	166	145	48	359	69%
Two or more races, non- Hispanic	1	5	5	7	1	13	68%
No response	1	1	7	4		11	85%

# Acadience

K-5 Reading

K-3 Math

# K-5 Reading

## Acadience Reading

Grade	2021-2022			2022-2023			2023-2024			2024-2025		
	State	BESD	Growth									
K	69.4%	81.5%	71.8%	74.3%	82.4%	76.4%	78.2%	88.3%	84.5%		89.0%	91.0%
1st	60.0%	62.3%	61.3%	61.6%	70.0%	67.0%	63.8%	73.1%	72.1%		78.0%	74.0%
2nd	65.5%	65.9%	75.4%	66.3%	68.4%	74.4%	66.5%	74.6%	75.1%		77.0%	74.0%
3rd	70.0%	73.6%	83.6%	70.4%	74.8%	84.4%	70.7%	77.4%	80.3%		77.0%	76.0%
4th	67.5%	72.1%	75.3%	67.2%	73.2%	76.9%		76.0%			75.0%	68.0%
5th	64.1%	70.5%	74.1%	65.7%	69.9%	72.9%		71.0%			74.0%	71.0%

- **Kindergarten Growth 8% in 3 years.**
  - **2022 - 2% over state average 2024 - 10% over state average.**
- **1st Grade 16% increase in 3 years.**
- **2nd Grade 12% increase in 3 years.**
- **3rd Grade 4% increase in 3 years.**

# K-3 Math

Acadience Math												
	2021-2022			2022-2023			2023-2024			2024-2025		
Grade	State	BESD	Growth									
K	x	x	x	x	x	x	x	x	x		79.0%	86.0%
1st	49.5%	49.0%	69.8%	53.3%	63.0%	85.3%	57.2%	67.6%	85.6%		72.0%	85.0%
2nd	52.1%	56.0%	69.0%	58.1%	69.0%	82.3%	62.2%	78.9%	89.1%		79.0%	88.0%
3rd	54.6%	55.0%	67.6%	58.2%	68.0%	78.5%	60.6%	71.4%	74.6%		70.0%	74.0%

- Kindergarten new for 2025
- 1st Grade 33% increase in 3 years.
- 2nd Grade 23% increase in 3 years.
- 3rd Grade 15% increase in 3 years.

**Questions?**

# CAPS update



# CAPS launch

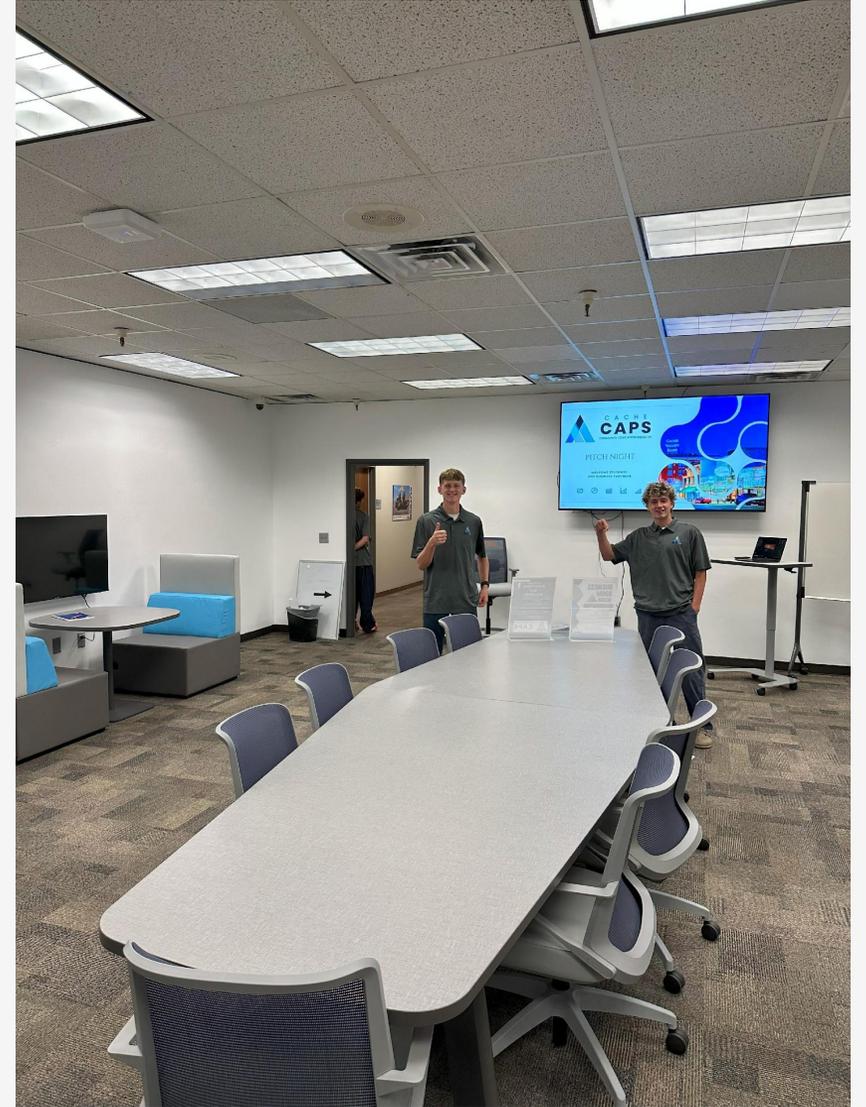
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CAPS Parent/student night

Aug. 21st



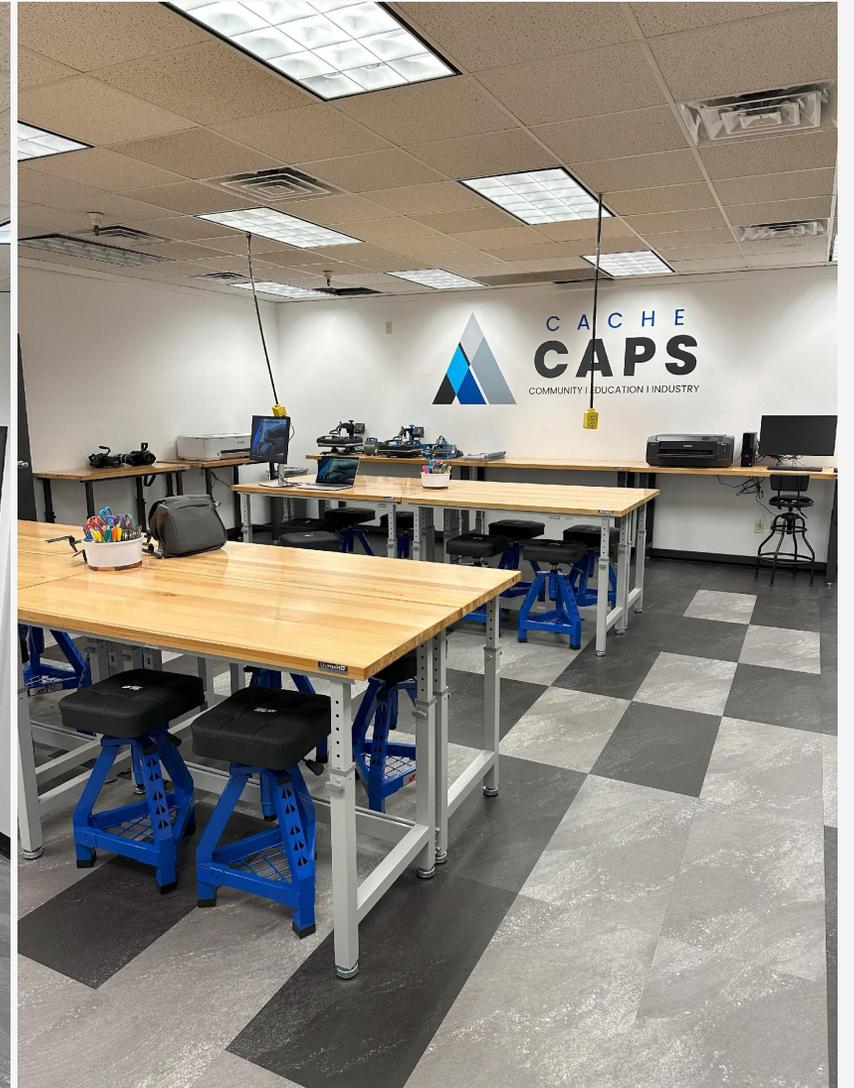
# CAPS Business



# CAPS Education



# Create space



# Working together



Last one... Questions?

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**MONTHLY FINANCIAL REPORT**  
August 31, 2025

	<b>ENDING August 2025</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed</b>			<b>83%</b>	<b>83%</b>		
	<b>Percent of 9 month contract completed</b>			<b>89%</b>	<b>89%</b>		
<b>1</b>	<b>GENERAL FUND (M&amp;O) FUND (10)</b>						
<b>2</b>							
<b>3</b>	<b>REVENUE:</b>						
<b>4</b>	<b>Local</b>						
<b>5</b>	<b>Property</b>	<b>35,711,452</b>	<b>1,742,186</b>	<b>4.9%</b>	<b>1.1%</b>	<b>379,041</b>	<b>34,066,920</b>
<b>6</b>	<b>Tuitions</b>	<b>250,000</b>	<b>19,789</b>	<b>7.9%</b>	<b>5.3%</b>	<b>17,389</b>	<b>325,805</b>
<b>7</b>	<b>Investment Earnings</b>	<b>2,100,000</b>	<b>0</b>	<b>0.0%</b>	<b>5.1%</b>	<b>104,146</b>	<b>2,043,890</b>
<b>8</b>	<b>Indirect Costs</b>	<b>500,000</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>864,147</b>
<b>9</b>	<b>Rental Fees/Building/Ft</b>	<b>90,000</b>	<b>8,158</b>	<b>9.1%</b>	<b>1.7%</b>	<b>4,306</b>	<b>246,172</b>
<b>10</b>	<b>Other</b>	<b>950,000</b>	<b>4,054</b>	<b>0.4%</b>	<b>5.0%</b>	<b>146,040</b>	<b>2,904,620</b>
<b>11</b>	<b>State</b>	<b>102,201,365</b>	<b>22,639,143</b>	<b>22.2%</b>	<b>19.5%</b>	<b>18,165,323</b>	<b>93,124,358</b>
<b>12</b>	<b>Federal</b>	<b>5,100,000</b>	<b>0</b>	<b>0.0%</b>	<b>9.2%</b>	<b>788,689</b>	<b>8,561,377</b>
<b>13</b>	<b>Misc./ Fund Bal</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>14</b>	<b>TOTAL M &amp; O</b>						
<b>15</b>	<b>REVENUE</b>	<b>146,902,817</b>	<b>24,413,330</b>	<b>16.6%</b>	<b>0.0%</b>	<b>19,604,934</b>	<b>142,137,289</b>
<b>16</b>	<b>Beg Balance</b>	<b>21,161,084</b>	<b>21,161,084</b>				
<b>17</b>	<b>Less:</b>	<b>142,945,320</b>	<b>14,397,108</b>				
<b>18</b>	<b>Ending Balance</b>	<b>25,118,581</b>	<b>31,177,306</b>				
<b>19</b>	<b>TOTAL M &amp; O FUNDS</b>						
<b>20</b>	<b>available</b>	<b>25,118,581</b>	<b>31,177,306</b>			<b>19,604,934</b>	<b>142,137,289</b>
<b>21</b>							
<b>22</b>	<b>EXPENDITURES:</b>						
<b>23</b>	<b>Instruction (1000)</b>						
<b>24</b>	<b>Salaries</b>	<b>64,102,681</b>	<b>4,729,498</b>	<b>7.4%</b>	<b>7.4%</b>	<b>4,563,778</b>	<b>61,347,916</b>
<b>25</b>	<b>Benefits</b>	<b>21,458,740</b>	<b>2,424,917</b>	<b>11.3%</b>	<b>9.5%</b>	<b>2,133,287</b>	<b>22,345,584</b>
<b>26</b>	<b>Purchased Serv.</b>	<b>3,824,104</b>	<b>301,969</b>	<b>7.9%</b>	<b>10.3%</b>	<b>320,085</b>	<b>3,110,579</b>
<b>27</b>	<b>Supplies/Texbooks</b>	<b>5,385,400</b>	<b>652,732</b>	<b>12.1%</b>	<b>22.8%</b>	<b>809,293</b>	<b>3,543,860</b>
<b>28</b>	<b>Equipment</b>	<b>1,600,000</b>	<b>2,115</b>	<b>0.1%</b>	<b>26.5%</b>	<b>97,670</b>	<b>368,296</b>
<b>29</b>	<b>Other</b>	<b>850,000</b>	<b>50</b>	<b>0.0%</b>	<b>28.6%</b>	<b>50</b>	<b>175</b>
<b>30</b>	<b>Total</b>	<b>97,220,925</b>	<b>8,111,281</b>	<b>8.3%</b>	<b>8.7%</b>	<b>7,924,163</b>	<b>90,716,410</b>
<b>31</b>							
<b>32</b>	<b>Student Services (2100)</b>						
<b>33</b>	<b>Salaries</b>	<b>4,533,200</b>	<b>421,299</b>	<b>9.3%</b>	<b>7.5%</b>	<b>364,435</b>	<b>4,868,033</b>
<b>34</b>	<b>Benefits</b>	<b>1,621,270</b>	<b>175,622</b>	<b>10.8%</b>	<b>8.3%</b>	<b>150,034</b>	<b>1,817,627</b>
<b>35</b>	<b>Other</b>	<b>610,000</b>	<b>6,204</b>	<b>1.0%</b>	<b>1.5%</b>	<b>7,014</b>	<b>475,218</b>
<b>36</b>	<b>Total</b>	<b>6,764,471</b>	<b>603,125</b>	<b>8.9%</b>	<b>7.3%</b>	<b>521,483</b>	<b>7,160,878</b>
<b>37</b>							
<b>38</b>	<b>Instructional Staff (2200)</b>						
<b>39</b>	<b>Salaries</b>	<b>2,044,647</b>	<b>275,000</b>	<b>13.4%</b>	<b>12.9%</b>	<b>238,852</b>	<b>1,858,118</b>
<b>40</b>	<b>Benefits</b>	<b>703,766</b>	<b>112,042</b>	<b>15.9%</b>	<b>14.6%</b>	<b>102,992</b>	<b>703,310</b>
<b>41</b>	<b>Other</b>	<b>903,373</b>	<b>214,054</b>	<b>23.7%</b>	<b>3.3%</b>	<b>34,347</b>	<b>1,026,158</b>
<b>42</b>	<b>Total</b>	<b>3,651,787</b>	<b>601,096</b>	<b>16.5%</b>	<b>10.5%</b>	<b>376,191</b>	<b>3,587,586</b>
<b>43</b>							

**MONTHLY FINANCIAL REPORT**  
**August 31, 2025**

	<b>ENDING August 2025</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed</b>			<b>83%</b>	<b>83%</b>		
	<b>Percent of 9 month contract completed</b>			<b>89%</b>	<b>89%</b>		
<b>44</b>	<b>District Administration (2300)</b>						
<b>45</b>	<b>Salaries</b>	<b>638,042</b>	<b>125,573</b>	<b>19.7%</b>	<b>14.2%</b>	<b>86,468</b>	<b>608,601</b>
<b>46</b>	<b>Benefits</b>	<b>229,090</b>	<b>52,874</b>	<b>23.1%</b>	<b>18.9%</b>	<b>42,127</b>	<b>223,395</b>
<b>47</b>	<b>Purch Services</b>	<b>270,000</b>	<b>810</b>	<b>0.3%</b>	<b>11.8%</b>	<b>61,322</b>	<b>519,217</b>
<b>48</b>	<b>Liability Insurance</b>	<b>274,944</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>229,120</b>
<b>49</b>	<b>Supplies</b>	<b>101,420</b>	<b>878</b>	<b>0.9%</b>	<b>12.6%</b>	<b>6,657</b>	<b>53,031</b>
<b>50</b>	<b>Other</b>	<b>55,000</b>	<b>24,700</b>	<b>44.9%</b>	<b>88.7%</b>	<b>26,570</b>	<b>29,939</b>
<b>51</b>	<b>Total</b>	<b>1,568,495</b>	<b>204,835</b>	<b>13.1%</b>	<b>13.4%</b>	<b>223,144</b>	<b>1,663,303</b>
<b>52</b>							
<b>53</b>	<b>School Administration (2400)</b>						
<b>54</b>	<b>Salaries</b>	<b>6,030,960</b>	<b>803,176</b>	<b>13.3%</b>	<b>14.6%</b>	<b>755,649</b>	<b>5,158,344</b>
<b>55</b>	<b>Benefits</b>	<b>2,323,042</b>	<b>303,105</b>	<b>13.0%</b>	<b>15.0%</b>	<b>294,118</b>	<b>1,957,534</b>
<b>56</b>	<b>Prof Serv/Travel</b>	<b>99,772</b>	<b>1,687</b>	<b>1.7%</b>	<b>6.2%</b>	<b>8,466</b>	<b>135,835</b>
<b>57</b>	<b>Other</b>	<b>14,454</b>	<b>8,762</b>	<b>60.6%</b>	<b>0.0%</b>	<b>0</b>	<b>180,984</b>
<b>58</b>	<b>Total</b>	<b>8,468,228</b>	<b>1,116,730</b>	<b>13.2%</b>	<b>14.2%</b>	<b>1,058,233</b>	<b>7,432,697</b>
<b>59</b>							
<b>60</b>	<b>Business &amp; Support (2500)</b>						
<b>61</b>	<b>Salaries</b>	<b>844,343</b>	<b>99,532</b>	<b>11.8%</b>	<b>16.8%</b>	<b>114,444</b>	<b>679,648</b>
<b>62</b>	<b>Benefits</b>	<b>389,903</b>	<b>34,627</b>	<b>8.9%</b>	<b>18.7%</b>	<b>45,589</b>	<b>243,291</b>
<b>63</b>	<b>Purchased Services</b>	<b>406,183</b>	<b>372,713</b>	<b>91.8%</b>	<b>19.6%</b>	<b>77,834</b>	<b>396,650</b>
<b>64</b>	<b>Other</b>	<b>159,000</b>	<b>7,630</b>	<b>4.8%</b>	<b>0.1%</b>	<b>38</b>	<b>45,915</b>
<b>65</b>	<b>Total</b>	<b>1,799,429</b>	<b>514,502</b>	<b>28.6%</b>	<b>17.4%</b>	<b>237,905</b>	<b>1,365,504</b>
<b>66</b>							
<b>67</b>	<b>Operation &amp; Maintenance (2600)</b>						
<b>68</b>	<b>Salaries</b>	<b>6,848,485</b>	<b>1,113,617</b>	<b>16.3%</b>	<b>16.7%</b>	<b>1,059,597</b>	<b>6,335,971</b>
<b>69</b>	<b>Benefits</b>	<b>2,411,429</b>	<b>440,257</b>	<b>18.3%</b>	<b>18.9%</b>	<b>432,528</b>	<b>2,293,643</b>
<b>70</b>	<b>Electricity</b>	<b>1,511,127</b>	<b>140,871</b>	<b>9.3%</b>	<b>8.4%</b>	<b>99,193</b>	<b>1,186,148</b>
<b>71</b>	<b>Purchased Service</b>	<b>802,000</b>	<b>124,842</b>	<b>15.6%</b>	<b>12.2%</b>	<b>101,659</b>	<b>829,958</b>
<b>72</b>	<b>Telephone</b>	<b>230,000</b>	<b>18,002</b>	<b>7.8%</b>	<b>14.1%</b>	<b>16,349</b>	<b>115,719</b>
<b>73</b>	<b>Natural Gas</b>	<b>895,300</b>	<b>7,586</b>	<b>0.8%</b>	<b>1.8%</b>	<b>9,384</b>	<b>511,966</b>
<b>74</b>	<b>Prop Insurance</b>	<b>345,000</b>	<b>304,650</b>	<b>88.3%</b>	<b>0.0%</b>	<b>0</b>	<b>206,810</b>
<b>75</b>	<b>Repair</b>	<b>700,250</b>	<b>91,029</b>	<b>13.0%</b>	<b>42.9%</b>	<b>116,383</b>	<b>271,410</b>
<b>76</b>	<b>Supplies</b>	<b>1,020,000</b>	<b>83,758</b>	<b>8.2%</b>	<b>50.9%</b>	<b>167,573</b>	<b>329,411</b>
<b>77</b>	<b>Other</b>	<b>750</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>361</b>
<b>78</b>	<b>ESSER III</b>						
<b>79</b>	<b>Total</b>	<b>14,764,341</b>	<b>2,324,612</b>	<b>15.7%</b>	<b>16.6%</b>	<b>2,002,666</b>	<b>12,081,397</b>
<b>80</b>							

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	<b>ENDING August 2025</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed</b>			<b>83%</b>	<b>83%</b>		
	<b>Percent of 9 month contract completed</b>			<b>89%</b>	<b>89%</b>		
<b>81</b>	<b>Transportation (2700)</b>						
<b>82</b>	<b>Salaries</b>	<b>4,036,067</b>	<b>413,993</b>	<b>10.3%</b>	<b>8.9%</b>	<b>351,321</b>	<b>3,933,171</b>
<b>83</b>	<b>Benefits</b>	<b>1,231,047</b>	<b>174,497</b>	<b>14.2%</b>	<b>13.1%</b>	<b>165,691</b>	<b>1,265,056</b>
<b>84</b>	<b>Purch Serv</b>	<b>359,416</b>	<b>117,818</b>	<b>32.8%</b>	<b>1.7%</b>	<b>9,587</b>	<b>567,867</b>
<b>85</b>	<b>Fuel</b>	<b>931,280</b>	<b>9,905</b>	<b>1.1%</b>	<b>11.2%</b>	<b>91,126</b>	<b>814,922</b>
<b>86</b>	<b>Supplies</b>	<b>829,655</b>	<b>53,448</b>	<b>6.4%</b>	<b>8.0%</b>	<b>47,853</b>	<b>597,704</b>
<b>87</b>	<b>Other/Property</b>	<b>142,010</b>	<b>2</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>3,516</b>
<b>88</b>	<b>Total</b>	<b>7,529,475</b>	<b>769,663</b>	<b>10.2%</b>	<b>9.3%</b>	<b>665,578</b>	<b>7,182,235</b>
<b>89</b>							
<b>90</b>	<b>Community Services (3300)</b>						
<b>91</b>	<b>Salary</b>	<b>788,616</b>	<b>96,836</b>	<b>12.3%</b>	<b>13.7%</b>	<b>102,318</b>	<b>746,221</b>
<b>92</b>	<b>Benefits</b>	<b>233,504</b>	<b>29,706</b>	<b>12.7%</b>	<b>15.0%</b>	<b>32,799</b>	<b>219,166</b>
<b>93</b>	<b>Purchased Serv</b>	<b>20,000</b>	<b>3,731</b>	<b>18.7%</b>	<b>8.0%</b>	<b>1,206</b>	<b>15,025</b>
<b>94</b>	<b>Supplies/Util</b>	<b>110,500</b>	<b>20,712</b>	<b>18.7%</b>	<b>11.7%</b>	<b>9,948</b>	<b>85,198</b>
<b>95</b>	<b>Property</b>	<b>15,000</b>	<b>279</b>	<b>1.9%</b>	<b>4.4%</b>	<b>426</b>	<b>9,677</b>
<b>96</b>	<b>Other Objects</b>	<b>10,550</b>	<b>0</b>	<b>0.0%</b>	<b>1.8%</b>	<b>162</b>	<b>9,124</b>
<b>97</b>	<b>Desig. Fund Bal</b>						
<b>98</b>	<b>Total</b>	<b>1,178,170</b>	<b>151,264</b>	<b>12.8%</b>	<b>13.5%</b>	<b>146,859</b>	<b>1,084,412</b>
<b>99</b>	<b>Total Expenditures</b>	<b>142,945,320</b>	<b>14,397,108</b>	<b>10.1%</b>	<b>9.9%</b>	<b>13,156,222</b>	<b>132,274,421</b>
<b>100</b>	<b>Interfund Trans</b>					<b>0</b>	<b>-</b>
<b>101</b>	<b>Change Desig Fund Bal</b>						
<b>102</b>	<b>Other/Budget Cuts</b>						
<b>103</b>	<b>TOTAL EXPENDITURERS</b>						
<b>104</b>	<b>M &amp; O</b>	<b>142,945,320</b>	<b>14,397,108</b>	<b>10.07%</b>	<b>9.9%</b>	<b>13,156,222</b>	<b>132,274,421</b>
<b>105</b>							

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	<b>ENDING August 2025</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed</b>			<b>83%</b>	<b>83%</b>		
	<b>Percent of 9 month contract completed</b>			<b>89%</b>	<b>89%</b>		
<b>106</b>	<b>School Activity Fund (21)</b>						
<b>107</b>							
<b>108</b>	<b>REVENUE:</b>						
<b>109</b>	<b>School Deposits</b>	<b>4,553,039</b>	<b>696,143</b>	<b>15.3%</b>	<b>2.0%</b>	<b>104,350</b>	<b>5,116,742</b>
<b>110</b>							
<b>111</b>	<b>Other</b>						
<b>112</b>	<b>Total Revenue</b>	<b>4,553,039</b>	<b>696,143</b>	<b>15.3%</b>	<b>2.0%</b>	<b>104,350</b>	<b>5,116,742</b>
<b>113</b>	<b>EXPENDITURES:</b>						
<b>114</b>	<b>Purchased Services</b>	<b>750,000</b>	<b>97,082</b>	<b>12.9%</b>	<b>7.6%</b>	<b>33,143</b>	<b>433,895</b>
<b>115</b>	<b>Supplies</b>	<b>2,860,000</b>	<b>410,825</b>	<b>14.4%</b>	<b>1.5%</b>	<b>59,963</b>	<b>4,127,283</b>
<b>116</b>	<b>Equipment/Property</b>	<b>40,000</b>	<b>0</b>	<b>0.0%</b>	<b>100.0%</b>	<b>12,370</b>	<b>12,370</b>
<b>117</b>	<b>Desig/Other/Adm</b>	<b>250,000</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>118</b>	<b>Total Expenditures</b>						
<b>119</b>	<b>School Activity</b>	<b>3,900,000</b>	<b>507,907</b>	<b>13.0%</b>	<b>2.3%</b>	<b>105,476</b>	<b>4,573,548</b>
<b>120</b>	<b>DEBT SERVICE FUND (31)</b>						
<b>121</b>							
<b>122</b>	<b>REVENUE:</b>						
<b>123</b>	<b>Property Tax</b>	<b>3,451,030</b>	<b>188,275</b>	<b>5.5%</b>	<b>1.1%</b>	<b>40,961</b>	<b>3,752,524</b>
<b>124</b>	<b>Interest</b>	<b>350,000</b>	<b>0</b>	<b>0.0%</b>	<b>9.3%</b>	<b>47,083</b>	<b>506,821</b>
<b>125</b>	<b>Other</b>						
<b>126</b>	<b>Total</b>	<b>3,801,030</b>	<b>188,275</b>	<b>5.0%</b>	<b>2.1%</b>	<b>88,044</b>	<b>4,259,345</b>
<b>127</b>	<b>Beginning Bal</b>	<b>8,982,628</b>	<b>8,982,628</b>			<b>8,546,847</b>	<b>8,546,847</b>
<b>128</b>	<b>LESS:</b>	<b>3,310,750</b>	<b>3,072,625</b>			<b>3,020,625</b>	<b>3,255,250</b>
<b>129</b>	<b>Ending Balance</b>	<b>9,472,908</b>	<b>6,098,278</b>			<b>5,614,266</b>	<b>9,550,942</b>
<b>130</b>	<b>Funds Available</b>						
<b>131</b>	<b>EXPENDITURE:</b>						
<b>132</b>	<b>Bond Debt</b>	<b>3,308,250</b>	<b>3,072,625</b>	<b>92.9%</b>	<b>92.9%</b>	<b>3,020,625</b>	<b>3,252,250</b>
<b>133</b>	<b>Fees</b>	<b>2,500</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>3,000</b>
<b>134</b>	<b>Other Uses</b>						<b>-</b>
<b>135</b>	<b>Total</b>	<b>3,310,750</b>	<b>3,072,625</b>	<b>92.8%</b>	<b>92.8%</b>	<b>3,020,625</b>	<b>3,255,250</b>

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	<b>ENDING August 2025</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed</b>			<b>83%</b>	<b>83%</b>		
	<b>Percent of 9 month contract completed</b>			<b>89%</b>	<b>89%</b>		
<b>136</b>	<b>CAPITAL OUTLAY FUND (32)</b>						
<b>137</b>							
<b>138</b>	<b>REVENUE:</b>						
<b>139</b>	<b>Property Tax</b>	<b>19,311,054</b>	<b>544,805</b>	<b>2.8%</b>	<b>1.1%</b>	<b>118,531</b>	<b>10,858,549</b>
<b>140</b>	<b>Interest</b>	<b>770,000</b>	<b>0</b>	<b>0.0%</b>	<b>7.5%</b>	<b>70,585</b>	<b>937,302</b>
<b>141</b>	<b>Other</b>	<b>100,000</b>	<b>1,571</b>	<b>1.6%</b>	<b>53.5%</b>	<b>141,714</b>	<b>264,901</b>
<b>142</b>	<b>State</b>	<b>100,000</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>266</b>	<b>1,273,392</b>
<b>143</b>	<b>Federal /MBA</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>20,112</b>
<b>144</b>	<b>Ins./Prop.Recry</b>	<b>20,000</b>	<b>0</b>	<b>0.0%</b>	<b>#DIV/0!</b>	<b>0</b>	<b>-</b>
<b>145</b>	<b>Total Revenue</b>	<b>20,301,054</b>	<b>546,376</b>	<b>2.7%</b>	<b>2.5%</b>	<b>331,096</b>	<b>13,354,256</b>
<b>146</b>	<b>Lease Revenue MBA</b>	<b>0</b>	<b>0</b>				
<b>147</b>	<b>Other Sources(F50)</b>	<b>0</b>	<b>0</b>				
<b>148</b>	<b>Desig. Fund Bal</b>	<b>0</b>	<b>0</b>				
<b>149</b>	<b>TOTAL REVENUE CAPITAL</b>	<b>20,301,054</b>	<b>546,376</b>	<b>0</b>	<b>0</b>	<b>331,096</b>	<b>13,354,256</b>
<b>150</b>	<b>OUTLAY</b>						
<b>151</b>	<b>Beg. Balance</b>	<b>29,332,972</b>	<b>29,332,872</b>			<b>22,309,148</b>	<b>22,309,148</b>
<b>152</b>	<b>Less:</b>	<b>27,068,700</b>	<b>3,221,468</b>			<b>638,527</b>	<b>11,193,670</b>
<b>153</b>	<b>Ending Balance</b>	<b>22,565,326</b>	<b>26,657,780</b>			<b>22,001,717</b>	<b>24,469,734</b>
<b>154</b>	<b>Capital Outlay Funds</b>						
<b>155</b>	<b>available</b>						

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	<b>ENDING August 2025</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed</b>			<b>83%</b>	<b>83%</b>		
	<b>Percent of 9 month contract completed</b>			<b>89%</b>	<b>89%</b>		
<b>156</b>	<b>EXPENDITURES:</b>						
<b>157</b>	<b>Oper/Maint</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>158</b>	<b>Other Equipment</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>159</b>	<b>Purchased Services</b>	<b>4,658,200</b>	<b>740,048</b>	<b>15.9%</b>	<b>0.0%</b>	<b>6,000</b>	<b>384,332</b>
<b>160</b>	<b>Technology/Software</b>	<b>2,750,000</b>	<b>556,265</b>	<b>20.2%</b>	<b>2.0%</b>	<b>202,452</b>	<b>1,256,222</b>
<b>161</b>	<b>Improvement</b>			<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>162</b>	<b>Buildings Maint</b>	<b>3,800,000</b>	<b>583,493</b>	<b>15.4%</b>	<b>1.1%</b>	<b>25,379</b>	<b>2,226,630</b>
<b>163</b>	<b>Vehicles/Buses</b>	<b>1,500,000</b>	<b>1,168,215</b>	<b>77.9%</b>	<b>0.0%</b>	<b>14,856</b>	<b>1,691,400</b>
<b>164</b>	<b>Furniture/Equip</b>	<b>1,600,000</b>	<b>94,321</b>	<b>5.9%</b>	<b>0.1%</b>	<b>366,682</b>	<b>3,233,735</b>
<b>165</b>	<b>Other Objects/Supplies</b>	<b>800,000</b>	<b>76,626</b>	<b>9.6%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>166</b>	<b>Vehicle charges</b>	<b>300,000</b>	<b>2,500</b>	<b>0.8%</b>		<b>3,398</b>	<b>5,926</b>
<b>167</b>	<b>Total Capital</b>	<b>15,408,200</b>	<b>3,221,468</b>	<b>20.9%</b>	<b>7.0%</b>	<b>618,767</b>	<b>8,798,245</b>
<b>168</b>	<b>Other/Portables</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>866,521</b>
<b>169</b>	<b>Grouse Creek</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>170</b>	<b>Golden Spike</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>171</b>	<b>School Small Capital</b>	<b>150,000</b>	<b>20,677</b>	<b>13.8%</b>	<b>17.2%</b>	<b>19,760</b>	<b>114,991</b>
<b>172</b>	<b>HS Athletic Facilities</b>	<b>250,000</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>		<b>-</b>
<b>173</b>	<b>Property/Other</b>	<b>250,000</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>174</b>	<b>Total Construction</b>	<b>650,000</b>	<b>0</b>	<b>0.0%</b>	<b>4.0%</b>	<b>19,760</b>	<b>499,781</b>
<b>175</b>	<b>Desig. F Bal</b>				<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>176</b>	<b>MBA/Bond Fee/Fund 50</b>	<b>11,010,500</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>1,895,644</b>
<b>177</b>	<b>Other</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>178</b>	<b>TOTAL EXPENDITURES</b>	<b>11,010,500</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>179</b>	<b>CAPITAL OUTLAY</b>	<b>27,068,700</b>	<b>3,221,468</b>	<b>11.9%</b>	<b>5.7%</b>	<b>638,527</b>	<b>11,193,670</b>
<b>180</b>							

**MONTHLY FINANCIAL REPORT**  
**August 31, 2025**

	<b>ENDING August 2025</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed</b>			<b>83%</b>	<b>83%</b>		
	<b>Percent of 9 month contract completed</b>			<b>89%</b>	<b>89%</b>		
<b>181</b>	<b>SCHOOL FOOD SERVICE FUND (49)</b>						
<b>182</b>							
<b>183</b>	<b>REVENUE:</b>						
<b>184</b>	<b>Lunch Sales</b>	<b>1,300,000</b>	<b>32,650</b>	<b>2.5%</b>	<b>0.8%</b>	<b>12,308</b>	<b>1,521,093</b>
<b>185</b>	<b>State</b>	<b>900,000</b>	<b>5,826</b>	<b>0.6%</b>	<b>0.0%</b>	<b>0</b>	<b>1,417,063</b>
<b>186</b>	<b>Federal</b>	<b>2,500,000</b>	<b>36,431</b>	<b>1.5%</b>	<b>0.0%</b>	<b>34</b>	<b>2,632,718</b>
<b>187</b>	<b>Other/Inventory Adj</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>(55,095)</b>
<b>188</b>	<b>TOTAL REVENUE SCHOOL</b>						
<b>189</b>	<b>FOODS</b>	<b>4,700,000</b>	<b>74,907</b>	<b>1.6%</b>	<b>0.2%</b>	<b>12,342</b>	<b>5,515,780</b>
<b>190</b>	<b>Beg. Balance</b>	<b>3,360,389</b>	<b>3,360,389</b>			<b>5,371,320</b>	<b>5,371,320</b>
<b>191</b>	<b>Less:</b>	<b>6,142,981</b>	<b>455,744</b>			<b>305,017</b>	<b>5,383,685</b>
<b>192</b>	<b>Ending Balance</b>	<b>8,060,389</b>	<b>3,435,296</b>			<b>5,383,662</b>	<b>5,133,182</b>
<b>193</b>	<b>School Food Service Funds</b>						
<b>194</b>	<b>available</b>	<b>8,060,389</b>	<b>3,435,296</b>	<b>42.6%</b>	<b>104.9%</b>	<b>5,383,662</b>	<b>5,133,182</b>
<b>195</b>	<b>EXPENDITURES:</b>						
<b>196</b>	<b>Salaries</b>	<b>2,018,331</b>	<b>140,216</b>	<b>6.9%</b>	<b>6.5%</b>	<b>131,067</b>	<b>2,018,213</b>
<b>197</b>	<b>Benefits</b>	<b>610,650</b>	<b>59,340</b>	<b>9.7%</b>	<b>11.4%</b>	<b>63,847</b>	<b>557,845</b>
<b>198</b>	<b>Food/Supplies</b>	<b>3,009,000</b>	<b>155,968</b>	<b>5.2%</b>	<b>2.3%</b>	<b>59,411</b>	<b>2,610,555</b>
<b>199</b>	<b>Equipment</b>	<b>100,000</b>	<b>96,861</b>	<b>96.9%</b>	<b>33.8%</b>	<b>33,342</b>	<b>98,507</b>
<b>200</b>	<b>Other Costs</b>	<b>80,000</b>	<b>3,359</b>	<b>4.2%</b>	<b>17.6%</b>	<b>17,350</b>	<b>98,564</b>
<b>201</b>	<b>Dir/Indirect Costs</b>	<b>325,000</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>202</b>	<b>TOTAL EXPENDITURES SCHOOL</b>						
<b>203</b>	<b>FOODS</b>	<b>6,142,981</b>	<b>455,744</b>	<b>7.4%</b>	<b>5.7%</b>	<b>305,017</b>	<b>5,383,685</b>
<b>204</b>							

**MONTHLY FINANCIAL REPORT**  
August 31, 2025

	ENDING August 2025	2025-26	2025-26	Curr Bud vs Actual	Prev Bud vs Actual	2024-25	2024-25
	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	<b>REVENUE:</b>						
208	Total Revenue	500,000	124,569	24.9%	11.4%	63,754	557,267
209	Available Revenue	500,000	124,569	24.9%	12.8%	63,754	497,352
210	<b>EXPENDITURE:</b>						
211	Expenses	475,000	70,289	14.8%	13.2%	56,842	431,084
212	Changes/Desg Fund Bal						-
213	<b>TOTAL EXPENDITURE</b>	<b>475,000</b>	<b>70,289</b>	<b>14.8%</b>	<b>13.2%</b>	<b>56,842</b>	<b>431,084</b>
214							
215	Agency Fund (76)						
216							
217	<b>REVENUE:</b>						
218	Agent Services	80,000	66,238	82.8%	0.8%	549	69,013
219	State			#DIV/0!	0.0%	0	-
220	Federal	0		0.0%	0.0%	0	-
221	Other	0		0.0%	0.0%	0	-
222	<b>TOTAL REVENUE/BB</b>						
223	<b>AGENCY FUND</b>	<b>80,000</b>	<b>66,238</b>	<b>82.8%</b>	<b>0.8%</b>	<b>549</b>	<b>69,013</b>
224	<b>EXPENDITURE:</b>						
225	Instruction	10,000		0.0%	8.3%	105	1,269
226	NUCC	25,000	14,770	59.1%	0.0%	0	23,070
227	Other	3,000	13,212	440.4%	14.3%	444	3,101
228	Changes/Desg Fund Bal	0	0	0.0%	0.0%		
229	<b>TOTAL EXPENDITURES</b>						
230	<b>AGENCY FUND</b>	<b>38,000</b>	<b>27,982</b>	<b>73.6%</b>	<b>2.0%</b>	<b>549</b>	<b>27,440</b>

## POLICY 4035

### Early Intervention Kindergarten

- A. Box Elder School District shall participate in the Early Intervention kindergarten programs as outlined in State Code and Utah State Board of Education Rules.
- B. Box Elder School District will not require a student to participate in Early Intervention kindergarten and shall continue to offer part-day kindergarten for students not participating in the program.
- C. Early Intervention kindergarten programs will be continued to be offered as funding is available.
  - 1. Title I schools will receive highest priority for Early Intervention kindergarten classrooms.
  - 2. Additional Early Intervention kindergarten classes will be created as funding is available.
- D. Schools offering Early Intervention kindergarten classes shall ensure that:
  - 1. A majority of the students enrolled are students who have the greatest need for additional instruction, as determined by the kindergarten readiness assessments, and
  - 2. An Early Intervention kindergarten class does not have more enrolled students than other kindergarten classes in the school.
- E. Complaints or concerns regarding the individual placement of students in, or not in, Early Intervention kindergarten classes will be resolved as outlined in [Policy 5350 Student Complaints – Resolution](#).

## POLICY 5030

### Attendance - Compulsory

- A. Resident students who are at least 6 years of age and not more than 18 years of age, shall attend school or have an excused absence for each school day of the regular school year, unless exempted as indicated in [Policy 5031 Attendance – Exemption from Compulsory Attendance](#). Attendance shall be in district schools or in some other district to which the student may legally be transferred, or in a regularly established private school. Parents or any other person having control of a minor between 6 and 18 years of age are responsible for sending the minor to school.

## POLICY 5031

### Attendance - Exemption from Compulsory Attendance

- A. Students, whose parent submit a written request and meet one or more of the following conditions to the satisfaction of the Board shall be exempt from compulsory attendance requirements. Such requests shall be submitted and approved annually.
1. A student over age 16 may receive a partial release from school to enter employment if the student has completed the eighth grade, or if the child's services are required for the support of a parent. Child receiving this exemption must still attend school part-time as required by the Board.
  2. On an annual basis, a child may receive a full release from attending a public, regularly established private or part-time school or class if one of the following is established to the Board's satisfaction:
    - a. The child has already completed the work required for graduation from high school.
    - b. The child is in a physical or mental condition, certified by a competent physician, which renders attendance inexpedient and impracticable.
    - c. Proper influences and adequate opportunities for education are provided in connection with the child's employment.
    - d. The superintendent determines that the child, if over age 16, is unable to profit from attendance at school because of inability or a continuing negative attitude toward school regulations and discipline.
    - e. The child's parent files a signed affidavit with the District that the child will attend a home school and receive instruction in the subjects the State Board of Education requires to be taught in public schools and for the same length of time as children are required by law to receive instruction in public schools, as provided by rules of the State Board of Education.

## POLICY 2100

### Gifts, Donations, and Bequests - Acceptance

- A. The District welcomes gifts and donations. The District has organized a foundation, the Box Elder School District Foundation, which has the purpose of receiving and administering financial or negotiable gifts to support excellence in education, pursuant to [Utah Code § 53G-3-402](#). Gifts or donations in kind must be accepted by the District pursuant to paragraphs C and D below. Donations and gifts should be accounted for at an individual contribution level.
1. Donations, gifts, and sponsorships shall be directed to the District, District program(s), school, or school program(s). Donations, gifts, and sponsorships shall not be directed at specific District employees, individual students, vendors, or brand name goods or services.
  2. Donated funds shall not compensate public employees, directly or indirectly.
  3. If donations or gifts are offered in exchange for advertising or other services, an objective valuation will be performed and a charitable receipt will be issued by the foundation or the business administrator.
  4. Donations or gifts shall not be accepted that advertise or depict products that are prohibited by law for sale or use by minors, such as alcohol, tobacco, or other substances that are known to endanger the health and well-being of students; or, in the opinion of the District, may cause a substantial disruption to the education environment.
  5. As required by state law, donations will only be accepted where there is no expectation or promise, expressed or implied, of remuneration or any undue influence or special consideration. District employees are not permitted to accept personal payment or gratuities in any form from a vendor or potential vendor as a precondition for purchase of any product or service.
- B. No school employee shall accept any trust fund, or bequest for, or on behalf of the school, class, club, or organization without first receiving permission from the District's Business Administrator. When a donation is accepted, it becomes the property of the Box Elder County School District. (See also [Policy 2130 Capitalization](#))

1. School employees shall only accept gifts of substantial value for, or in behalf of the school, class, club, or organization after gaining permission from their building administration.
  2. District employees may not direct operating expenditures to outside funding sources to avoid District procurement rules (operating expenditures include equipment, uniforms, salaries or stipends, improvements or maintenance for facilities, etc.). District employees must comply with District procurement policies and procedures, including complying with obtaining competitive quotes and avoiding bid splitting.
  3. Those wanting to provide gifts that include trust funds or bequest for, or on behalf of the school, class, club, or organization are to be referred to either the District's Business Administrator or the Box Elder School District Education Foundation.
- C. When requested, the school/District shall provide a letter to the donor describing the donation. The District will not certify the value of property or an in-kind donation.
- D. Donors who desire to obtain a receipt for tax purposes should prepare and submit with the gift an [Internal Revenue Service Form No. 8283](#). Donors must obtain advice from their own advisers as to whether gifts to the District are tax deductible. The District will sign and return a properly prepared Form 8283 to give the donor a record that the gift was received by the District.
- E. Part of the process of making a gift is obtaining the approval of the District for conditions which may be attached to the gift. Gifts of property must be reviewed and approved by the Superintendent or designee prior to acceptance to make sure that the property will be useful to the District.
- F. All donations that would involve facility renovation or modification, construction, continued maintenance, or additional capital equipment must be referred to the Superintendent or designee before acceptance. All donations that would include voluntary labor must be referred to the Facilities Director before acceptance.
- G. All donations that are associated with entering into a contract for either product or services by a specific vendor must receive prior approval by the Board of Education.
- H. As a general rule the District will not commit to name classrooms in a building or a building itself with the name of a donor as a quid pro quo for a gift. The action to name buildings or parts of buildings is within the power of the Board of Education. The process of naming school facilities as a result of a gift or a donation is found in [Policy 1222 Naming Facilities](#).

I. Gifts to individual school employees are discouraged. Gifts to school employees of substantial value by individuals, groups of individuals, clubs or organizations who may be benefitted by that gift are prohibited. In no case should school employees exhibit gifts or show favoritism to those who brought them.

J. Cash Donations

1. Cash donations are welcomed and may be accepted from private individuals, companies, organizations, clubs, foundations, and other appropriate entities. All cash donations will be received in compliance with the District's cash receipting policies. Cash donations may be used to fund or enhance programs, facilities, equipment, supplies, services, etc. Cash donations over ~~\$2,500~~ \$10,000 are required to go through the District Foundation and must be preapproved by the Business Administrator.
2. Principals may approve donations up to \$10,000. Donations more than \$10,000 and up to \$50,000 must be approved in writing by the Superintendent and/or Business Administrator. Donations more than \$50,000 must be approved by the Board of Education.
3. A school or community group or person may request matching funds for a school related capital project or activity. The request shall be submitted in writing to the Superintendent and/or Business Administrator on or before February 1<sup>st</sup>. If the Superintendent and/or Business Administrator determine the project or activity to be of value, and the request for matching funds is over \$50,000, the request will be placed before the Board for approval. If approved, the District will match up to 50% of the project or activity.
4. Cash donations may not be used to hire regular classroom teachers, thereby altering the staffing ratios. However, classroom assistants, coaching assistants, or specialists of any kind, including individuals who may hold educator licenses, may be hired using the funds received. Donations to fund such positions shall be made to a program, school, division, or department—not directly to individuals—and employment will be processed through the District's Human Resources Department and Payroll Department. The District or school administration reserves the right to decline or restrict these types of donations if they create inequitable environments in the school or inequities that violate Federal Title IX or other laws, are not economically in the best interest of the District, interfere with educational goals, or for any other reason determined by the District or school.
5. Cash donations shall not be used to augment an employee's remuneration beyond the remuneration associated with the salary schedule of the employee's position.

#### K. Products

1. The District or individual schools may accept donated products which carry the donor company's name, trademark, logo, or limited advertising on the product (e.g., cups, T-shirts, hats, instructional materials, furniture, office equipment, etc.). These items shall be valued at fair market value at the time of the contribution. If advertising or other services are offered in exchange for the donation or gift, this may alter the contribution amount.

#### L. Equipment, Supplies, or Goods

1. The District or individual schools may accept donated equipment, supplies, or goods for use in the District or individual schools or school programs. These items shall be valued at the fair market value at the time of the contribution. If advertising or other services are offered in exchange for the donation or gift, this may alter the valuation amount.

#### M. Donor and Business Partner Recognition

1. Donor and business partner recognitions may be placed on equipment, furniture, and other donated gifts that are not considered capital or fixed assets. Non-permanent recognitions may be placed on District buildings or structures with written approval from the superintendent. The board may grant approval for the naming of buildings, structures, rooms, or other District facilities; see "Capital Fundraising" above. Principals may authorize banners, flyers, posters, signs, or other notices recognizing a donor or school business partner. Such materials shall feature the school-business partnership and not promote or endorse the business named.
- N. This policy applies to all District administrators, licensed educators, staff members, students, organizations, volunteers and individuals who initiate, authorize, or receive, authorize, accept, value, or record donations, gifts, or sponsorships for the District or individual schools. It is expected that in all dealings, District and school employees will act ethically, consistent with the District's ethics training, the Utah Educators' Standards (Utah Admin. Rules R277-515), the Public Officers' and Employees' Ethics Act ([Utah Code § 67-16-1 et seq.](#)), and State procurement law ([Utah Code § 63G-6a-101 et seq.](#)).

Also see [Policy 1036 Conflict of Interest](#)

Also see [Policy 5310 Fundraising](#)

## POLICY 3091

### Postpartum and Parental Leave

#### A. Definitions

1. "Birth parent" means:

- a. the biological mother of a child,
- b. a man whose paternity of a child is established,
- c. a man who has been identified as the father of a child by the child's birth mother who has not denied paternity, or
- d. an unmarried biological father.

[Utah Code § 78B-6-103\(10\), \(11\) \(2024\)](#)

2. "Paid leave hours" means leave hours the District provides to an employee who accrues paid leave benefits in accordance with District policies, including annual, vacation, sick, paid time off, or any other type of leave that may be taken while still receiving compensation. It includes but is not limited to paid parental leave or paid postpartum recovery leave.

[Utah Code § 53G-11-209\(1\)\(a\) \(2025\)](#)

3. "Parental leave" means leave hours provided to a parental leave eligible employee.

[Utah Code § 53G-11-209\(1\)\(b\) \(2025\)](#)

4. "Parental leave eligible employee" means an employee who accrues paid leave in accordance with District leave policies who is (a) a birth parent, (b) legally adopting a minor child (except when the employee's spouse is the child's pre-existing parent), (c) the intended parent of a child born under a validated gestational agreement under Utah Code Title 81, Chapter 5, Part 8, or (d) appointed the legal guardian of a minor child or an incapacitated adult.

[Utah Code § 53G-11-209\(1\)\(c\) \(2025\)](#)

5. "Postpartum recovery leave" means leave provided to a postpartum recovery leave eligible employee to recover from childbirth at 20 weeks or greater gestation.

[Utah Code § 53G-11-209\(1\)\(d\) \(2025\)](#)  
[Utah Code § 63A-17-511\(1\)\(d\) \(2024\)](#)

6. “Postpartum recovery leave eligible employee” means an employee who accrues paid leave in accordance with District leave policies who gives birth to a child at 20 weeks or greater gestation.

[Utah Code § 53G-11-209\(1\)\(e\) \(2025\)](#)  
[Utah Code § 63A-17-511\(1\)\(d\) \(2024\)](#)

7. “Qualified employee” means a parental leave eligible employee or a postpartum recovery leave eligible employee.

[Utah Code § 53G-11-209\(1\)\(f\) \(2025\)](#)

8. “Unmarried biological father” means a man who is the biological father of a child but who was not married to the biological mother at the time of the child’s conception or birth.

[Utah Code § 78B-6-103\(28\) \(2024\)](#)

## B. Postpartum Recovery Leave

1. An eligible employee who is full-time may take up to 3 work weeks of paid postpartum recovery leave. The amount of leave for eligible employees who are part-time or who work more than full-time is the prorated amount reflecting the amount by which the employee works less than or more than full-time. This leave is additional to and is not charged against any other type of paid leave the employee has. The leave must be taken beginning with the date of birth unless a health care provider certifies that it is medically necessary to begin the leave earlier. The leave must be used in a single continuous period unless prior written authorization otherwise is given by the Superintendent or the human resources director. This leave is concurrent with FMLA leave. The leave allowance is not increased if more than one child is born from the same pregnancy.

[Utah Code § 53G-11-209\(2\)\(a\), \(c\), \(4\) \(2025\)](#)  
[Utah Code § 63A-17-511\(2\)\(a\)\(ii\), \(4\) \(2024\)](#)

- a. An eligible employee shall give the District at least 30 days’ notice before the date the employee plans to begin using postpartum recovery leave and before the date the employee plans to stop using postpartum recovery leave unless circumstances beyond the employee’s control prevent giving the notice. In that case, the employee shall give the notice as soon as reasonably practicable.

[Utah Code § 63A-17-511\(5\) \(2024\)](#)

### C. Parental Leave

1. An eligible employee who is full-time may take up to 3 work weeks of paid parental leave in a 12-month period. The amount of leave for eligible employees who are part-time or who work more than full-time is the prorated amount reflecting the amount by which the employee works less than or more than full-time. This leave is additional to and is not charged against any other type of paid leave the employee has. The leave cannot be taken before the date of the event making the employee eligible for the leave and must be taken within 6 months following the date of the qualifying event. The leave may not be used on an intermittent basis unless the District and the employee mutually agree in writing to intermittent use or unless a health care provider certifies that intermittent leave is medically necessary due to a serious medical condition of the child to whom the leave relates. This leave is consecutive to postpartum leave but is concurrent with FMLA leave. The leave allowance is not increased if more than one child is born from the same pregnancy, more than one child is adopted, or the employee is appointed as the guardian of more than one child or incapacitated adult.

[Utah Code § 53G-11-209\(2\)\(a\), \(c\), \(4\) \(2025\)](#)

[Utah Code § 63A-17-511\(2\)\(a\)\(i\), \(3\) \(2024\)](#)

- a. An eligible employee shall give the District at least 30 days' notice before the date the employee plans to begin using parental leave unless circumstances beyond the employee's control prevent giving the notice. In that case, the employee shall give the notice as soon as reasonably practicable.

[Utah Code § 63A-17-511\(5\) \(2024\)](#)

### D. Notice of Leave Benefits

1. The District shall provide written notice to all employees regarding a qualified employee's right to use postpartum recovery leave and parental leave.

[Utah Code § 53G-11-209\(2\)\(d\) \(2025\)](#)

## Policy 3108

### Certificated: Educator's Hours and Teaching Load

#### A. Professional Attitudes and Practices

1. Educators should be in the school building early enough and stay late enough to accomplish his or her organizing and programming and to give guidance, counseling and professional help to students who may need assistance. Therefore, educators should see that their duties are properly performed and maintained. The contractual day for educators will be seven (7) hours and twenty (20) minutes. The time before and after school will be set by the administration and faculty to meet the needs of each school.
2. There will be a weekly early release day with all students being released 120 minutes one day per week. The release time will be used for Professional Learning Communities (PLCs).
3. Each educator, in line with his or her professional responsibilities, may be asked before the start of the school day or at the end of the school day to assist in doing professional tasks necessary for the functioning of the school or to attend meetings, etc., called by the Superintendent or the Principal. Such requests shall be reasonable and kept to a minimum.
4. Educators are expected to devote the time and energy needed for satisfactory performance of their duties. Outside employment or activities must not in any way interfere with the educator's efficiency or time requirements in connection with his or her work.
5. All educators shall be granted an uninterrupted 30 minute daily duty-free lunch period. To accomplish this, a school plan will be developed including bad weather days by each school's faculty. Educators shall be permitted to leave the building during their lunch periods, and there will be no penalty or make-up required for such duty-free time.
6. Educators may be permitted to leave the school during working hours with the permission of the principal. Violation of this agreement shall lead to disciplinary action.

#### B. Preparation Time

1. Each school faculty, under the direction of the principal, will establish a schedule for duty-free preparation time that best suits the needs of the school and faculty.

- a. Educators teaching in the elementary grades shall be given a preparation period of one-hundred-twenty (120) minutes each week of the school year. Preparation time is time within the regular contract school day which is free from required meetings, instructional and student supervision obligations.
  - b. ~~Kindergarten teachers and s~~Special education teachers are encouraged to plan preparation time within their individual schedules. For ~~kindergarten teachers and~~ special education teachers in elementary and support settings, preparation time should equal one-hundred-twenty (120) minutes per week. Administrators will work with special education and kindergarten teachers to ensure adequate preparation time.
  - c. It is the intent of this policy that the Box Elder School District will endeavor to hire certificated personnel to staff the elementary preparation time program, but may hire the best qualified to meet the needs of the program. Sufficient staff will be hired to ensure that each elementary educator receives a minimum of one-hundred-twenty (120) minutes of preparation time each week. If a specialist is absent the preparation time will be covered by a substitute. Staff will be supervised by the school principal. Elementary educators will not be responsible for preparing materials for elementary preparation time specialists.
  - d. Schools will utilize the Site-based decision-making process to develop and implement on-site preparation time programs and schedules. No preparation time program or schedule will be adopted without the full support of the faculty.
2. Preparation time at the secondary level is time within the regular contract school day which is free from required meetings, instructional and student supervision obligations.

### C. Substituting and Filling-in for Teachers

1. The following policy concerning the use of regular teachers as substitutes is outlined below:
  - a. When conditions and circumstances allow the administrator of a school to know in advance that he or she will need a substitute teacher to replace a regular teacher or special education teacher - regular teachers will not be required or requested to "fill-in" for the absent teacher.
  - b. When an educator, because of unforeseen circumstances-bona fide emergencies or illness, must leave his/her classroom, regular teachers may be used to cover or "fill-in" for the absent teacher until the school administrator has had adequate time to find a substitute teacher. This does not include IEP's or Parent Teacher Conferences during the school day.

- c. Regular teachers, at their option, may fill-in for another teacher as a professional courtesy for a short period of time with the permission of the principal.

D. Class Size

1. The Box Elder School District will endeavor to keep class size within levels consistent with state guidelines and funding.

## Policy 3126

### Certificated: Sickness, Absences and Leaves

#### A. Definitions

1. ~~“Birth parent” means:~~

- ~~a. the biological mother of a child,~~
- ~~b. a man whose paternity of a child is established,~~
- ~~c. a man who has been identified as the father of a child by the child’s birth mother who has not denied paternity, or~~
- ~~d. an unmarried biological father.~~

~~Utah Code § 78B-6-103(10), (11) (2024)~~

2. ~~“Paid leave hours” means leave hours the District provides to an employee who accrues paid leave benefits in accordance with District policies, including annual, vacation, sick, paid time off, or any other type of leave that may be taken while still receiving compensation. It includes but is not limited to paid parental leave or paid postpartum recovery leave.~~

~~Utah Code § 53G-11-209(1)(a) (2024)~~

3. ~~“Parental leave” means leave hours provided to a parental leave eligible employee.~~

~~Utah Code § 53G-11-209(1)(b) (2024)~~

4. ~~“Parental leave eligible employee” means an employee who accrues paid leave in accordance with District leave policies who is~~

- ~~a. a birth parent;~~
- ~~b. legally adopting a minor child (except when the employee’s spouse is the child’s pre-existing parent),~~
- ~~c. the intended parent of a child born under a validated gestational agreement under Utah Code Title 78B Chapter 15, Part 8, or~~

~~d. appointed the legal guardian of a minor child or an incapacitated adult.~~

~~Utah Code § 53G-11-209(1)(c) (2024)~~

5. ~~“Postpartum recovery leave” means leave provided to a postpartum recovery leave-eligible employee to recover from childbirth at 20 weeks or greater gestation.~~

~~Utah Code § 53G-11-209(1)(d) (2024)~~

~~Utah Code § 63A-17-511(1)(d) (2024)~~

6. ~~“Postpartum recovery leave-eligible employee” means an employee who accrues paid leave in accordance with District leave policies who gives birth to a child at 20 weeks or greater gestation.~~

~~Utah Code § 53G-11-209(1)(e) (2024)~~

~~Utah Code § 63A-17-511(1)(d) (2024)~~

7. ~~“Qualified employee” means a parental leave-eligible employee or a postpartum recovery leave-eligible employee.~~

~~Utah Code § 53G-11-209(1)(f) (2024)~~

8. ~~“Unmarried biological father” means a man who is the biological father of a child but who was not married to the biological mother at the time of the child’s conception or birth.~~

~~Utah Code § 78B-6-103(28) (2024)~~

B. All leave types must be input in the appropriate system before the absence occurs. Emergency situations would be the only exception.

C. Sick Leave for Personal Illness

1. In the event an educator is compelled to be absent from assignment because of personal illness, pregnancy, adoption, or injury, a sick leave benefit is allowed. (Sick leave may be used only during a regular nine-month contract year.)
2. Sick leave shall be earned at the rate of one day per month, but in no case less than 10 days per working year. No sick leave will be earned while an educator is on leave without pay or on unpaid Family Medical Leave. Unused sick leave shall accumulate without restriction.

3. Recovery from any extended illness extending to 10 working day or more will require certified medical verification. Every 10 days thereafter following the initial ten days will require an additional certified medical verification from a physician specifying the medical need for an extension. The Board may require, at its expense, a second opinion and verification of the medical need for an extension.
4. Educators shall be notified annually of the number of days of accumulated sick leave.
5. Ten days of sick leave, the annual amount, will become available to each educator at the beginning of the contract year. In the event an educator does not fulfill the contract year, sick leave will be pro-rated, based on the number of days worked. Salary due upon termination will be adjusted accordingly.

#### D. Family Illness

1. Certificated employees shall, upon request, be granted sick leave for illness or accident involving members of the employee's family. Family is defined as parent, spouse, child, in-law (father, mother, brother, sister), grandchild or sibling either by blood relationship or by law. Family sick leave days taken will be deducted from the sick leave of the employee. [Family Medical Leave Act](#) (FMLA) and [District Policy 3090 Family Medical Leave Act](#).

#### E. Extended Illness

1. In cases where the accumulated sick leave days of an educator do not adequately care for the sick leave need of that educator or family, the Board may, upon written request of the educator, grant an extension of the sick leave benefits of said educator, with or without pay, to carry the educator over the period of need.
2. Accumulated sick leave will be granted for extended illness of an educator to the end of the school year in which the illness occurs. At that time, a determination will be made as to the severity of the illness and/or the ability of the educator to continue employment. If the educator is unable to begin the next school year and qualifies for disability retirement or can retire under the provisions of the [Utah State Retirement Act](#) and/or Social Security, the educator will be required to apply for these benefits. The School District will pay the salary difference between these benefits and the daily salary amount an educator would receive under normal circumstances for the number of sick leave days accumulated.

#### F. Misuse of Sick Leave

1. Educators are expected to act in a professional manner when using their sick leave. In the event an educator misuses sick leave the educator will forfeit pay for that day(s) and the substitute wages will be deducted from the educator's pay. The sick leave days used will not be reinstated. The **Board administrator** may request verification of the need for sick leave if they believe misuse has occurred.

G. Voluntary Sick Leave Bank (Certificated)

1. The Board and the Association will cooperate in maintaining a Sick Leave Bank on a voluntary basis. All educators shall be eligible to participate. Participants must be enrolled in the Bank.
2. Educators enrolling in the Bank will automatically donate one day of their sick leave each October 1<sup>st</sup> until the Bank has accumulated 750 days; thereafter, if the Bank becomes depleted to 500 days, all members will donate one day of sick leave. New members will donate one day of sick leave when joining. Educators will be notified in writing when sick leave days are withdrawn to add to the Sick Leave Bank.
3. An educator wishing to withdraw from the Bank must give written notification by October 1<sup>st</sup> of each school year. An educator withdrawing from membership in the Bank will not be able to withdraw any days which such educator has previously contributed.
4. An educator must use at least 25 leave days for the same illness (with any combination of leave days and/or leave without-pay days) prior to receiving Sick Leave Bank benefits. A provisional teacher may apply to the Sick Leave Bank Committee to have up to 10 of the 25 days waived.
5. After having used the required 25 days, all remaining leave days will be the educator's new balance.
6. A maximum of 75 days each school year can be drawn by an educator from the Bank in addition to the educator's own accumulated days.
7. An educator who withdraws sick leave days from the Bank will not be required to replace such days except as a regular contributing member to the Bank.
8. Sick leave days can only be withdrawn from the Bank for an individual educator's illness or injury.

9. A written request for use of the Bank days, accompanied by a letter from the attending physician certifying that the educator is unable to fulfill contractual obligations and explaining the medical reasons therefore, must be submitted to the Sick Bank Committee for its review.
10. The Sick Leave Bank Committee shall consist of three educators appointed by the Association and three persons from the Administrative Staff appointed by the Superintendent.
11. The duties of the Sick Leave Bank Committee will be to receive applications from members desiring to use Sick Bank benefits, to review such applications, to make decisions on usage and to respond to the applicants. Decisions will be by a 2/3 majority.
12. All 6 members of the Committee shall be present in order to conduct business. If a member is unable to attend, the member may send an alternate for that particular meeting.
13. If the applicant is denied benefits, the educator may appeal such decision in writing within 14 days after notification. The applicant may provide additional information or explanation, and the full Committee will have 14 days to respond to the appeal.

#### H. Absences with Pay

##### 1. Bereavement

###### a. Death and Burial – Immediate Family Members

- 1) Educators may be absent from their assignment without loss of pay for up to five consecutive days in any one instance for the death and burial of husband or wife and/or child of either spouse.
- 2) An educator may be absent from assignment without loss of pay for up to three days for the death and burial of the educator's mother, father, legal guardians, mother-in-law or father-in-law, sibling, brother-in-law or sister-in-law, grandchildren, daughter-in-law, son-in-law, miscarriage or stillbirth.
- 3) An educator may be absent from assignment without loss of pay for up to one day for the death and burial of the educator's grandparents, grandparents-in-law, aunt, aunt-in-law, uncle, uncle-in-law, niece and nephew.

2. Personal Leave – The philosophy and intent of the personal leave is based upon the following:
  - a. Professional educators have a contracted duty to fulfill their assigned duty for a specified number of days each year.
  - b. Personal leave is a privilege educators are given to take care of certain personal and emergency situations which must be accomplished during the school day. Personal leave days are to be used only for the 184 contract days.
  - c. If a personal emergency situation occurs on a non-contract day, non-contract days may be made up. Proposed plans for and verification of make-up will be submitted in writing to the appropriate local committee chairperson prior to stipends being requested.
  - d. Each educator in the District will be granted three days of personal leave per year cumulative to 10 days. If on June 30, the three days personal leave granted the educator causes accumulated personal leave days to exceed 10, the educator will be paid at one-half their current daily rate of pay for each day exceeding 10. The payment will be calculated by the District and paid in July.
  - e. Whenever an educator asserts the option to take personal leave, the educator should notify their principal/supervisor as a professional courtesy.
  - f. An educator with a minimum of 25 accumulated sick days (or hourly equivalent) may make a request to convert up to five days per year to personal leave.
  - g. An educator with fewer than 25 accumulated sick days (or hourly equivalent) may make a request to convert up to three days per year to personal leave.
  - h. To convert sick leave to personal leave an educator must provide a written explanation explaining the need (email is fine) to the Executive Director of Personnel.
  - i. These converted sick leave days cannot be returned to the educator's sick leave account.
3. Other Educational Absences

- a. At the discretion of the Superintendent, personnel may be designated or excused to attend educational meetings or to participate in educational meetings or to participate in educational committee work, and will suffer no loss in pay.

I. Absence Without Pay

1. Leaves of Absence – A career educator may apply for a Leave of Absence without salary and insurance. The reasons for granting such leaves will be considered on an individual basis. Leaves of Absences will be granted for a period of one year with the option to request an extension of up to two additional years. Requests for extension must be received by the Personnel Office no later than February 1 prior to the end of the initial Leave Absence.
  - a. Career educators returning from a one year leave of absence will be reinstated to the previously held position or given a school committee interview for available vacant positions at another school for which they are qualified. The interviews will be conducted before interview are opened to outside applicants. Those reinstated shall receive the same status as when the leave was granted, namely: step on the salary schedule, accrued sick leave benefits, insurance and other benefits granted by these policies. Educators desiring to return to employment in the District following a one year leave of absence must notify the Personnel Office in writing, no later than February 1 of the year in which they intend to return.
  - b. Those returning from an extended leave of absence (in excess of one year) will be given professional consideration for available vacant positions. Notice of desire to return from an extended leave of absence must be given to the Personnel Office in writing no later than February 1 of the year they intend to return. Those reinstated shall receive the same status as when the leave was granted, namely: step on the salary schedule, accrued sick leave benefits, insurance and other benefits granted by these policies.
2. Military Leave – Educators employed by the Board of Education who leave for service in the Armed Forces shall be granted a military leave of absence as per federal laws governing such absences. Such absences will be granted without pay.

**POSTPARTUM RECOVERY LEAVE BEGINS JULY 1, 2025:**

3. ~~Postpartum Recovery Leave~~

- ~~a. An eligible employee who is full-time may take up to 3 work weeks of paid postpartum recovery leave. The amount of leave for eligible employees who are part-time or who work more than full-time is the prorated amount reflecting the amount by which the employee works less than or more than full-time. This leave is additional to and is not charged against any other type of paid leave the employee has. The leave must be taken beginning with the date of birth unless a health care provider certifies that it is medically necessary to begin the leave earlier. The leave must be used in a single continuous period unless prior written authorization otherwise is given by the Superintendent or the human resources director. This leave is concurrent with FMLA leave. The leave allowance is not increased if more than one child is born from the same pregnancy.~~

~~Utah Code § 53G-11-209(2)(a), (c), (4) (2025)~~

~~Utah Code § 63A-17-511(2)(a)(ii), (4) (2024)~~

- ~~1) An eligible employee shall give the District at least 30 days' notice before the date the employee plans to begin using postpartum recovery leave and before the date the employee plans to stop using postpartum recovery leave unless circumstances beyond the employee's control prevent giving the notice. In that case, the employee shall give the notice as soon as reasonably practicable.~~

~~Utah Code § 63A-17-511(5) (2024)~~

#### 4. Parental Leave

- ~~a. An eligible employee who is full-time may take up to 3 work weeks of paid parental leave in a 12-month period. The amount of leave for eligible employees who are part-time or who work more than full-time is the prorated amount reflecting the amount by which the employee works less than or more than full-time. This leave is additional to and is not charged against any other type of paid leave the employee has. The leave cannot be taken before the date of the event making the employee eligible for the leave and must be taken within 6 months following the date of the qualifying event. The leave may not be used on an intermittent basis unless the District and the employee mutually agree in writing to intermittent use or unless a health care provider certifies that intermittent leave is medically necessary due to a serious medical condition of the child to whom the leave relates. This leave is consecutive to postpartum leave but is concurrent with FMLA leave. The leave allowance is not increased if more than one child is born from the same pregnancy, more than one child is adopted, or the employee is appointed as the guardian of more than one child or incapacitated adult.~~

~~Utah Code § 53G-11-209(2)(a), (c), (4) (2025)~~

~~Utah Code § 63A-17-511(2)(a)(i), (3) (2024)~~

- ~~1) An eligible employee shall give the District at least 30 days' notice before the date the employee plans to begin using parental leave unless circumstances beyond the employee's control prevent giving the notice. In that case, the employee shall give the notice as soon as reasonably practicable.~~

~~Utah Code § 63A-17-511(5) (2024)~~

#### 5. Notice of Leave Benefits

- ~~a. The District shall provide written notice to all employees regarding a qualified employee's right to use postpartum recovery leave and parental leave.~~

~~Utah Code § 53G-11-209(2)(d) (202)~~

#### 6. FMLA or Extended Absences for three or more weeks

- a. 30 days before an anticipated long-term absence
  - 1) Communicate with your principal/supervisor
  - 2) Arrange for your substitute
  - 3) Prepare one week of general lesson plans including materials as needed
  - 4) Communicate with your PLC team
- b. District will help compensate PLC team members for the creation of ongoing lesson plans up to two hours per week during extended absence.
- c. The substitute will receive the Long-Term Sub rate for the duration of the extended absence.

#### J. Sabbatical Leave

1. Sabbatical Leave is provided under the following regulations:
  - a. Sabbatical leave shall be granted only for full-time attendance at an institution of higher education for the purpose of pursuing a graduate degree and/or other

- certification. Payment of one-half salary will be contingent on verification of enrollment and registration for a least 12 quarter hours or eight and one-half semester hours credit each term or an approved full-time internship or apprenticeship for a minimum of two semesters or three quarters.
- b. Applicants must have completed a minimum of six consecutive years of professional experience with the Box Elder School District before being eligible for a sabbatical leave.
  - c. Two sabbatical leaves will be available each year. If one or zero are taken in a given year, Sabbatical Leave shall accumulate to a total of three. No more than three educators shall be absent on sabbatical leave at any one time.
  - d. Applications, made upon forms to be furnished by the Board, shall be filed by February 1 of the year in which the sabbatical leave is to begin. Notification of leave approval shall be given by March 1 of the same year. No person shall be given such leave of absence more than once in seven years. The final selection of those to receive sabbatical leave is to be made by the Superintendent based upon criteria jointly determined by the Association and the Board.
  - e. A person who accepts a sabbatical leave of absence must signify their written intention of returning to the Box Elder School system for one year as part of the sabbatical leave contract. The leave-taking educator shall be reinstated to their previously held position, and upon return, the educator shall be placed in the appropriately gained salary lane (if applicable). They will, however, be placed on the increment step they would have been on if sabbatical leave had not been taken with the following exception:
    - 1) A person taking sabbatical leave and assumes a full-time teaching assistantship (as determined by the university or college attended) will be granted an increment step the same as if they had been employed in the District.
  - f. In case an educator who has taken advantage of sabbatical leave fails to return to service as provided above, all monies received from the Board while on sabbatical leave are to be returned to the Board, including the insurance premiums paid by the Board for the benefit of the educator.
  - g. All educators on sabbatical leave shall be entitled to all insurance benefits provided by the Board at the expense of the Board.

#### K. Attendance at Conventions

1. Leaves of absence, with or without pay, shall be granted for the purpose of attending conventions, workshops, committee meetings, etc., as per the following policy:
  - a. The Superintendent shall build into the annual budget an amount of money not less than \$6,500 for the purpose of sending the district educators to conventions, workshops, committee meetings, etc. Such funds shall be exclusive of funds budgeted for substitute teachers used when such leaves are granted.
  - b. A committee of five persons composed of four educators selected by the Association, two of whom represent elementary education and two of whom represent secondary education and the Superintendent or his designee shall have the responsibility of reviewing applications and making recommendations to the Superintendent and the Board regarding personnel who they feel should attend the conventions, etc.
  - c. Each educator selected to attend a convention shall receive a per diem and/or travel allowance. In the event the educator drives a car, the educator shall receive the current district mileage rate. Other forms of transportation may be utilized as thought best by the committee. The per diem amounts will be reviewed annually by the committee who will make recommendations to the Board of Education for approval.
  - d. The Board shall not give financial support to educators for participation in UEA and NEA conventions.
  - e. If it is deemed advisable, permission may be granted to educators to attend conventions, etc., at their own expense. If such permission is granted, the Board shall pay the cost of the substitute if such is required for the educator.

#### L. Association Leave

1. The Box Elder Education Association (BEEA) may request leave, not to exceed 15 days per year, for teachers to be absent from their assignment to conduct Association business when it is deemed such leave would directly [promote the interest of] benefit education within the District, and is approved by the Superintendent.
  - a. Request for Association leave shall be submitted, in writing, clearly stating the purpose of the leave to the Superintendent. The final approval regarding requests for leave shall be made by the Superintendent or designee.

- Association representative(s) will be notified of the decision. Requests should be submitted in adequate time to facilitate the approval process. All requests and notifications of approval will be documented and maintained in the Superintendent's office.
- b. The Superintendent or designee shall supervise employees on paid Association leave.
  - c. All paid Association leave shall be reported to and accounted for through the District's leave accounting system. This accounting shall include the costs and expenses of paid Association leave.
    - 1) The first 15 days annually of Association leave directly benefiting education within the District shall be paid out of District funds.
    - 2) Paid leave in excess of 15 days annually, shall be reimbursed at the substitute wage rate to the District by the Association.
    - 3) Association leave for activities that do not provide direct benefit to education in the District, shall be unpaid leave.
  - d. Employees using Association leave may not engage in political activity, including:
    - 1) Actively campaigning for candidates for public office in partisan and non-partisan elections; and
    - 2) Fundraising for political organizations political parties, or candidates.
  - e. Any willful violation of this policy may be used for disciplinary action of the [Box Elder School District Certificated Handbook](#).
2. The BEEA president shall have six days per trimester of released time for the purpose of conducting Association business. The substitute will be paid for by the BEEA. All reporting, accounting, and other restrictions in J.1. above apply to this section also.

#### M. Leave Without Pay

- 1. Educators are expected to act in a professional manner by consulting with their supervisor when they have used all their appropriate leave. In special situations as approved by the supervisor, leave without pay will be approved. In the event an educator misuses leave without pay the educator will pay the substitute

wages which will be deducted from the educator's pay. If this leave without pay is denied by the school administration, it may be appealed to the Superintendent or his designee.

## Policy 3208

### ESP: Fringe Benefits and Leave of Absence

#### A. Sick Leave Days

1. Sick Leave shall be earned at the rate of one day per month of full-time employment; less than full time, but more than half time (30 hours per week) employee's sick leave will be prorated. Unused sick leave shall be accumulated without restriction.

#### B. Unused Sick Leave on Resignation

1. After 10 years of contracted employment, employees who voluntarily resign employment with the district who give notification of intent to resign at least two weeks (10 working days) prior to the intended resignation shall be compensated 10% of their accumulated unused sick leave at the employee's final daily rate times number of adjusted unused sick leave days. Unused sick leave compensation is not available to those who resign in lieu of termination.

#### C. Life Insurance

1. Life Insurance will be provided to all contracted ESP Employees based on the following amounts: (Double Indemnity)
  - a. Amount of Insurance Hours Worked Per Day
    - 1) \$50,000 Full Time - 12 month contracted
    - 2) \$30,000 All other contracted
    - 3) \$15,000 Spouse and dependent children
  - b. Reduction in Coverage Due to Age
    - 1) We will reduce the life insurance benefit for you and your spouse by the percentage indicated in the table below. This reduction will be effective on the Policy anniversary date following the date you attain the ages shown below. The reduction will apply to the amount of life insurance in force immediately prior to the first reduction made.
    - 2) Reductions also apply if:

- a) You or your spouse become covered under the Policy; or
- b) Your or your spouse's coverage increases; on or after the date you attain age 65.

Percentage by which original amount of coverage will be reduced	<u>Your Age</u>	<u>Your % Reduction</u>
	65	35%
	70	60%
	75	75%

- 3) The reduced amount of coverage will be rounded to the next higher multiple of \$500, if not already a multiple of \$500. An appropriate adjustment in premium will be made.
- 4) For complete details of the Life Insurance policy, please see the District Benefits Secretary.
- 5) Death Benefits are also provided in accordance with guidelines of the Utah State Retirement System.

D. Benefits Due Surviving Spouse of a Deceased District Employee

- 1. A contracted employee who dies would have the basic benefits listed below. The employee could also have additional benefits, depending on what voluntary payroll deductions were signed up for. The family would need to contact the District Benefits Secretary, Box Elder School District, 960 South Main, Brigham City, Utah. The family may call the Benefits Secretary at 734-4800 for help in determining what benefits the deceased employee carried.
- 2. Active working employees who work full-time on a 12-month contract would have the following benefits for their designated beneficiary:
  - a. Payment of \$50,000.00 life insurance
  - b. Health insurance coverage through the last day of month employee became deceased and then dependents that are covered on insurance would be eligible to apply for COBRA coverage for up to thirty-six months.
  - c. Utah Retirement System has a death benefit. If you are an active member when you die, your beneficiary will receive an insurance payment representing 75% of your highest annual salary.
  - d. Social Security has a survivor benefit.
  - e. USBA – Life Insurance Policy

3. Active working employees who work less than a full-time 12-month contract would have the following benefits for their designated beneficiary:
  - a. Payment of \$30,000 life insurance.
  - b. Health insurance coverage through the last day of month employee became deceased and then dependents that are covered on insurance would be eligible to apply for COBRA coverage for up to thirty-six months.
  - c. Utah Retirement System has a death benefit. If you are an active member when you die, your beneficiary will receive an insurance payment representing 75% of your highest annual salary.
  - d. Social Security has a survivor benefit.
  - e. USBA – Life Insurance Policy

E. Vacation

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

Years of Service	Days per Year
1 <sup>st</sup> year	12
2 <sup>nd</sup> year	12
3 <sup>rd</sup> year	12
4 <sup>th</sup> year	12
5 <sup>th</sup> year	12
6 <sup>th</sup> year	13
7 <sup>th</sup> year	14
8 <sup>th</sup> year	15
9 <sup>th</sup> year	16
10 <sup>th</sup> year	17
11 <sup>th</sup> year	18
12 <sup>th</sup> year	19
13 <sup>th</sup> year +	20

2. Employees may not carry forward more than 20 vacation days into the next fiscal year (July 1). Vacation will be taken at a time convenient to the District and mutually agreed to by the employee and supervisor.

F. Unused Vacation Upon Voluntary Termination

1. An employee who voluntarily terminates employment with the District will be paid for up to 10 days unused vacation provided said employee gives notification of intent to terminate at least two weeks (10 working days) prior to the intended termination. Payment for unused vacation will be limited to 10 days based on the employee's daily rate times the number of days unused. Unused vacation compensation is not available to those who resign in lieu of termination.

#### G. Holidays

1. Twelve-month ESP Employees will be allowed 18 scheduled paid holidays per year. The calendar of these holidays will be determined jointly by the Administration and the ESP Association.
2. Employees required by their immediate supervisor or principal to work on scheduled holidays will be paid at a rate of 1-1/2 times the regular pay for hours worked.

#### H. Paid Non-Working Days

1. For ESP contracted employees working 220 days or more in a calendar year, the contract length will stay the same and the District will add two additional paid non-working days to the contract.
  - a. These two days must be taken during the following window of time. Employees will communicate with their direct supervisor which dates will be used.
    - 1) Around July 4<sup>th</sup> (before or after)
    - 2) Around July 24<sup>th</sup> (before or after)
    - 3) The Wednesday before Thanksgiving
    - 4) During Winter Break
    - 5) During Spring Break

#### I. Yearly Calendar

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

#### J. Health and Accident Insurance

1. The Board shall make available to employees and their dependents group insurance for hospital, surgical and extended medical benefits. The medical insurance premium will be pro-rated for all nine-month ESP employees according to the yearly negotiated premiums as stated in the [Benefit Guide](#). Health insurance will not be available to ESP employees working fewer than 25 hours per week hired after September 15, 2005.
2. Employees hired prior to September 15, 2005 will be grandfathered on the current pro-ratio eligibility schedule, but may voluntarily move.
3. ESP employees who fall below the threshold for benefits because of the furlough reductions (temporary reduction) will be held harmless from benefit eligibility issues which occur because of the reduction in hours or days by the furlough.
4. All ESP insurance eligible employees become eligible for insurance the date of hire.

#### K. Health and Accident Insurance - Dual Coverage

1. When the employee and spouse are both employed and insured by Box Elder School District, the employee whose birthday comes first in the calendar year should sign up for family or couple (if no children are insured) coverage and the spouse should waive insurance coverage. This will provide "coordination of benefits" for those insured.

#### L. District Activity Card

1. The Board of Education will make available to each contracted ESP employee a card which when presented at the appropriate ticket sales office will entitle the employee and a guest free admission to school sponsored athletic events in the district and/or admission to either natatorium in the District. This card WILL NOT provide free admission to state sponsored playoff games or special athletic tournaments or events sponsored by the athletic departments.

#### M. Natatorium Pass for Voucher Employees

1. A "Natatorium Only" pass will be issued by the District to any regularly scheduled voucher employee who requests one. The pass will allow free admittance for the employee and/or one guest.

#### N. Training of ESP Employees

1. The District will establish an annual training fund of \$2,000 to pay tuition and fees related to special training and workshops for ESP employees. A committee of ESP Professionals will be established to allocate these funds. Unused funds will

be rolled from one year to the next with a maximum accrual of \$10,000. The ESP Association will provide the curriculum department with a list of suggested training topics and estimated number of attendees. Upon request, to the personnel office will provide a financial statement of the ESP training fund.

O. Travel Stipend

1. A \$50 stipend and per diem will be paid to employees sent to Park Valley or Grouse Creek on overnight assignment.

P. Employee Recognition Program

1. A committee will be formed to develop an ESP employee recognition program. The initial guidelines given to the committee include:
  - a. Two awards from each major ESP division.
  - b. The award will consist of a certificate or plaque of appreciation and some type of remuneration.

Q. ESP Website

1. Space will be provided by Box Elder School District on the District website. The ESP Association will provide their own Webmaster and the Webmaster will abide by the District website policies.

R. Family Medical Leave Act – See [Policy 3090 Family Medical Leave Act \(FMLA\)](#)

1. Sick Leave for Personal Illness
  - a. In the event an employee is compelled to be absent from assignment because of personal illness, including pregnancy, mental illness injury, (except those caused by act of war or aggression) or quarantine where such isolates the individual, a sick leave benefit is allowed.
2. Sick Leave Bank
  - a. Purpose
    - 1) The purpose of the sick leave bank is to provide employees with additional paid sick leave days beyond what they have accumulated in their personal accounts to cover catastrophic situations that are the result of serious illnesses or accidents that require the employee to be absent from work.
  - b. Participants in the Sick Leave Bank

- 1) Participation in the Sick Leave Bank is limited to members of the ESP staff who choose to donate into the bank during any given school year. To be eligible to participate, an employee must donate a minimum of one day into the bank on/or before October 1st of a said school year.
- 2) Active participation in the sick leave bank requires a donation each year that an employee desires to be eligible. If an employee elects not to participate in any given year, they must give written notification by September 10th of the school year. These employees are then not eligible to receive benefits that year regardless of previous participation.

c. Accessing the Benefit

- 1) Participating members qualify for application if due to an illness or injury to them, their spouse or a dependent child living within their immediate household.
- 2) Members must submit a written request for use of the Bank days, accompanied by a detailed letter from their attending physician certifying that they are unable to fulfill their contractual obligations and explain the medical reasons, along with a projected recovery date and the number of sick leave days requested to the District's Personnel Secretary. The District's Personnel Secretary will call a meeting of the Sick Leave Bank Committee to determine the eligibility of the request.
- 3) An ESP employee must use at least 25 leave days (paid and/or unpaid days) for the same illness prior to receiving Sick Leave Bank Benefits.
- 4) An employee can draw a maximum of 75 days each school year from the bank.
- 5) Members who use the Sick Leave Bank will not be required to replace such days except as a regular contributing member.
- 6) The Sick Leave Bank is considered to be an employee's program permitted by the District. Decisions associated with the program are made by the Sick Leave Bank Committee. Decisions of the Committee will be by a 2/3 majority vote. The decisions of the Committee are considered to be final.
- 7) The Sick Leave Bank will not allocate more days than is in the bank.

d. Sick Leave Bank Committee

- 1) The Sick Leave Bank Committee shall consist of seven members. One member from each of the five groups of SEP employees (Cook, Bus Driver, Custodial/Maintenance, Secretary/Clerk, Aide) and the ESP Association President or designee, and the Executive Director of Personnel. The ESP Association President or designee and the Executive Director of Personnel plus three other members must be present to conduct business.

#### S. Family Illness

1. ESP employees shall, upon request, be granted sick leave for illness or accident involving members of the employee's family. Family is defined as parent, spouse, child, in-law (father, mother, brother, or sister) grandchild, or sibling either by blood relationship or by law. Family sick leave days taken will be deducted from the sick leave of the employee.

See [Family & Medical Leave Act](#) and [Policy 3090 Family Medical Leave Act \(FMLA\)](#).

#### T. Extended Illness

1. In cases where the accumulated sick leave days of an employee do not adequately care for the sick leave needs of that employee, the Board may, in extreme hardship cases, and upon written request of the employee, grant an extension of the sick leave benefits to said employee to carry over the period of dire need.
2. Accumulated sick leave will be granted for extended illness of an employee to the end of the school year in which the illness occurs. At that time, a determination will be made as to the severity of the illness and/or the ability of the employee to continue employment. If the employee is unable to begin the next school year and qualifies for disability retirement or can retire under the provisions of the [Utah State Retirement Act](#) and/or Social Security, the employee will be required to apply for these benefits. The District will pay the salary difference between these benefits and the daily salary amount an employee would receive under normal circumstances for the number of sick leave days accumulated.

#### U. Misuse of Sick Leave

1. The Administration may request evidence of need for sick leave in all instances. In the event an employee misuses the sick leave benefits under these policies, the employee shall forfeit benefits which are due or which may accrue. The Administration may request, at any time, a doctor's statement validating the need for use of sick leave.

## V. Bereavement

### 1. Death and burial (Immediate Family Members)

- a. An employee may be absent from assignment without loss of pay for up to five consecutive days in any one instance of the death and burial of husband or wife and/or child of either spouse.
- b. An employee may be absent from assignment without loss of pay for up to three days for the death and burial of mother, father, legal guardians, mother-in-law or father-in-law, sibling, brother-in-law or sister-in-law, grandchildren, daughter-in-law, son-in-law, miscarriage or stillbirth.
- c. An employee may be absent from assignment without loss of pay for up to one day for the death and burial of his/her grandparents, grandparents-in-law, aunt, aunt-in-law, uncle, uncle-in-law, niece, and nephew.

## W. Personal Leave

1. Employees have a contracted obligation to fulfill their assigned duty for a specified number of days each year.
2. Personal leave is a privilege employees are given to take care of personal and emergency situations which must be accomplished during the work day. Each ESP employee in the District who does not qualify for vacation will be granted three days personal leave per year accumulative to 10 days. Employees who are granted vacation days will be granted one day personal leave per year accumulative to 10. If on June 30, the three days or one day personal leave granted the employee causes accumulated personal leave to exceed the 10, the employee will be paid at one-half their current daily rate of pay for each day exceeding 10.
3. Whenever an employee asserts the option to take personal leave, the employee must notify the supervisor or principal.
4. Limitations may be imposed by the principal/supervisor on the number of employees who are allowed to take personal leave on any given day.
5. Upon retirement up to 10 days of accumulated personal leave for ESP employees who do not earn vacation may be transferred to sick leave prior to determining retirement benefits.
6. Converting sick leave to personal leave

- a. An ESP employee with a minimum of 25 accumulated sick days (or hourly equivalent) may make a request to convert up to five days per year to personal leave.
- b. An ESP employee with less than 25 accumulated sick days (or hourly equivalent) may make a request to convert up to 3 days per year to personal leave.
- c. To convert sick leave to personal leave an ESP employee must provide a written explanation explaining the need (email is fine) to the Executive Director of Personnel. These converted sick leave days cannot be returned to the educator's sick leave account.

#### X. Leave of Absence – Without Pay

1. Any ESP employee may apply for a leave of absence without salary and insurance. The granting of such leave of absence does not bind the Board to re-employ the person nor return the employee to the previous position except when stated otherwise by mutual arrangement or law, as specified in policies mutually agreed upon between the Board of Education and the ESP Association. However, such employee is assured consideration in filling vacancies that may occur after the employee desires to return to service. Those re-employed within two years of the date of the leave shall receive the same status as when leaves were granted, namely: steps on the pay scale, accrued sick leave benefits insurance and other benefits.

#### Y. Military Leave

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

#### Z. Maternity Leave

- ~~1. Illness due to pregnancy of an employee shall be regarded as is any other illness and shall be covered in the Sick Leave section above. See Policy 3091 Postpartum and Parental Leave.~~

#### AA. Parental Leave

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

#### BB. Association Leave

1. The Box Elder ESP Employees Association may request leave, not to exceed 10 days per year, for employees to be absent from their assignment to conduct Association Business when it is deemed such leave would directly benefit education within the District, and is approved by the Superintendent.
  - a. Request for Association Leave shall be submitted in writing clearly stating the purpose of the leave to the Superintendent. The final approval regarding requests for leave shall be made by the Superintendent or designee. Association Representative(s) will be notified of the decision. Requests should be submitted in adequate time to facilitate the approval process. All requests and notifications of approval will be documented and maintained in the Superintendent's office.
  - b. The Superintendent or designee shall supervise employees on paid Association Leave.
  - c. All paid Association Leave shall be reported to and accounted for through the District's leave accounting system. This accounting shall include the costs and expenses of paid Association Leave.
    - 1) The first 10 days annually of Association Leave directly benefiting education within the District shall be paid out of District funds.
    - 2) Paid leave in excess of 10 days annually shall be reimbursed at the substitute wage rate to the District by the Association.
    - 3) Association Leave for activities that do not provide direct benefit to education in the District shall be unpaid leave.
  - d. Employees using Association Leave may not engage in political activity including:
    - 1) Actively campaigning for candidates for public office in partisan and non-partisan elections; and
    - 2) Fundraising for political organizations, political parties, or candidates.
  - e. Any willful violation of this Policy may be used for disciplinary action.
2. The Box Elder Educational Support Professionals Employees Association (BEESPA) President shall have six days per trimester of released time for the purpose of conducting Association business. The substitute will be paid for by the Box Elder ESP Employees Association. All reporting, accounting, and other restrictions in AA.1. above apply to this section also.

CC. Leave Without Pay

1. Employees that qualify for leave benefits are expected to act in a professional manner by consulting with their supervisor when they have used all their appropriate leave. In order to take Leave Without Pay, approval from the direct supervisor/administrator is required with ample notice to adequately meet the needs of the students and school/department due to the absence.
2. For employees that don't qualify for leave benefits, it is expected that absences not exceed 10% (1 to 2 days) each month. Approval from the direct supervisor/administrator is required with ample notice to adequately meet the needs of the students due to the absence.
  - a. If attendance exceeds the 1 to 2 days each month amount, corrective action may result for neglect of duty.
3. If the Leave Without Pay is not approved, the employee may appeal to the Superintendent or designee.
4. Direct Supervisors/Administrators will communicate with the person who is responsible for putting leave into the District's leave accounting system when a Leave Without Pay is approved.

DD. Reporting Absences

1. Employees reporting absences for sickness will make a call/contact to their immediate supervisor or designee. For vacation or personal leave if the absence has been preapproved, no call is needed. When using leave where prior approval was not possible, a call/contact to their immediate supervisor is required.

## POLICY 4033

### Early Learning Plan

#### A. Establishment of Annual Early Learning Plan

1. The District shall annually establish an Early Learning Plan which includes an Early Mathematics Plan, and ~~one two additional~~ goals ~~(related to literacy or mathematics)~~ that:
  - a. ~~is are~~ specific to the District,
  - b. ~~is are~~ measurable,
  - c. based on data, ~~addresses~~, current performance gaps in student ~~literacy or~~ mathematics proficiency, and
  - d. includes ~~s~~ specific strategies for improving model plans provided by the State Board of Education but may also develop its own plan and component plans.
2. In establishing the plan and its components, the District may make use of model plans provided by the State Board of Education but may also develop its own plan and component plans. ~~This plan and the component plans must be approved in a public meeting of the Board of Education.~~ After approval, and by September 1 of each year, the Early Learning Plan shall be submitted to the State Superintendent for approval, together with the reading curriculum adopted by the Board of Education and an assurance that
  - a. the Board of Education has adopted high quality instructional materials and intervention programs aligned with the effective research regarding the science of reading,
  - b. the Board of Education's reading strategies meet the criteria outlined in [Utah Code § 53G-11-303](#), and
  - c. that the Board of Education reviewed ~~and approved~~ the plan in an open meeting.

[Utah Code § 53G-7-218\(1\) to \(2\) \(2025\)](#)  
[Utah Admin. Rules R277-406-4\(1\), \(3\) \(July 22, 2022\)](#)

#### B. Early Mathematics Plan

1. The District's Early Mathematics Plan shall include the components of early mathematics, including the following categories:
  - a. Conceptual understanding;
  - b. Procedural fluency;
  - c. Strategic and adaptive mathematic thinking; and
  - d. Productive disposition.

[Utah Code § 53E-3-521 \(2020\)](#)

[Utah Admin. Rules R277-406-2\(3\) \(June 7, 2024\)](#)

2. The District's Early Mathematics Plan shall also incorporate the following components:
  - a. A District growth goal that:
    - 1) is based upon student learning gains as measured by the benchmark assessment administered under [Policy 4038 Mathematics Assessment for K-3](#); and
    - 2) includes a target of at least 60% of all students in grades 1 through 3 meeting the growth goal;
  - b. Subject to other direction from the State Superintendent, ~~two~~ ~~one~~ District-specific goals that:
    - 1) ~~Are~~ measurable;
    - 2) address~~s~~ current performance gaps in student mathematics proficiency based on data; and
    - 3) includes specific strategies for improving outcomes.

[Utah Code § 53G-7-218\(1\) \(2025\)](#)

[Utah Admin. Rules R277-406-6\(2\) \(June 7, 2024\)](#)

### C. Goal Achievement Reporting

1. The District shall annually provide parents with a copy of the student's comprehensive statewide assessment results, which includes measurements of reading and mathematics performance.

[Utah Code § 53E-4-310\(4\) \(2019\)](#)

D. Reporting to the Board

1. The Superintendent **or designee** shall annually report to the Board on the assessment data and other information submitted to the State Board of Education relating to K-3 reading and mathematics performance in the District at the District level and at the school level. The Board may use this information to work with the Superintendent to review and revise plans to enable the District to meet Early Learning Plan goals.

[Utah Code § 53E-4-310\(2\) \(2019\)](#)

E. Report Submitted to the State Board of Education

1. The District shall annually by **July 15**~~June 30~~ report progress toward the goals outlined in its Early Learning Plan to the State Superintendent.

[Utah Admin. Rules R277-406-6\(1\) \(June 7, 2024\)](#)

## 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\(1\)\(b\) \(2025\)](#)

2. By December 31, 202~~5~~7, 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\(5\)\(a\) \(2025\)](#)

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\(5\)\(b\) \(2025\)](#)

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.

Policy 4067  
Adopted  
June 11, 2025  
First Reading  
September 10, 2025

[Utah Code § 53E-4-204.1\(5\)\(c\), \(d\) \(2025\)](#)

## Policy 4175

### Student Data Protection

#### A. Definitions

1. “Aggregate Data” means data that:
  - a. Are totaled and reported at the group, cohort, school, school district, region, or state level with at least 10 individuals in the level;
  - b. Do not reveal personally identifiable student data; and
  - c. Are collected in accordance with board rule.
2. “Biometric Identifier” means a:
  - a. Retina or iris scan;
  - b. Fingerprint;
  - c. Human biological sample used for valid scientific testing or screening; or
  - d. Scan of hand or face geometry.
3. “Biometric identifier” does not include:
  - a. A writing sample;
  - b. A written signature;
  - c. A voiceprint;
  - d. A photograph;
  - e. Demographic data; or
  - f. A physical description, such as height, weight, hair color, or eye color.
4. “Biometric Information” means information, regardless of how the information is collected, converted, stored, or shared:

- a. Based on an individual's biometric identifier; and
  - b. Used to identify the individual.
5. "Cyber security framework" means:
- a. The cyber security framework developed by the Center for Internet Security found at <https://www.cisecurity.org/controls/>; or
  - b. A comparable IT security framework.
6. "Data Breach" means an unauthorized release of or unauthorized access to personally identifiable student data that is maintained by an education entity.
7. "Data Governance Plan" means a comprehensive plan for managing education data that:
- a. Incorporates reasonable data industry best practices to maintain and protect student data and other education-related data;
  - b. Describes the role, responsibility, and authority of an education entity data governance staff member;
  - c. Provides for necessary technical assistance, training, support, and auditing;
  - d. Describes the process for sharing student data between the District and another person;
  - e. Describes the process for an adult student or parent to request that data be expunged including how to respond to requests for expungement;
  - f. Describes that data breach response process; and
  - g. Is published annually and available on the District's website
8. "Destroy" means to remove data or a record:
- a. In accordance with current industry best practices; and
  - b. Rendering the data or record irretrievable in the normal course of business of the District or a third-party contractor.

9. "Disclosure" means permitting access to, revealing, releasing, transferring, disseminating, or otherwise communicating all or any part of any individual record orally, in writing, electronically, or by any other communication method.
10. "Expunge" means to seal or permanently delete data so as to limit its availability to all except authorized individuals.
11. "Metadata Dictionary" means any tool, document, or display that:
  - a. Defines and discloses all personally identifiable student data collected and shared by the education entity;
  - b. comprehensively lists all recipients with whom the education entity has shared personally identifiable student data, including:
    - 1) The purpose for sharing the data with the recipient;
    - 2) The justification for sharing the data, including whether sharing the data was required by federal law, state law, or a local directive; and
    - 3) How sharing the data is permitted under federal or state law; and;
  - c. Without disclosing personally identifiable student data, is displayed on the education entity's website.
12. "Optional Student Data" means student data that is neither necessary student data nor data which the District is prohibited from collecting (as described in Prohibited Collection of Student Data, below).
  - a. "Optional student data" includes:
    - 1) Information that is related to an IEP or needed to provide special needs services but is not "necessary student data";
    - 2) Biometric information; and
    - 3) Information that is not necessary student data but is required for a student to participate in a federal or other program.
13. "Significant data breach" means a data breach where:
  - a. An intentional data breach successfully compromises student records;
  - b. ~~A large number of 500 or more~~ student records are compromised;

- c. Sensitive records are compromised, regardless of number; or
- d. The surrounding circumstances make the breach significant as determined by the District.
  - 1) [Utah Code § 53E-9-301 \(2023\)](#)
  - 2) [Utah Admin. Rules R277-487-2 \(July 8, 2025\)](#)

B. District Responsibilities

- 1. The District shall annually provide a training regarding the confidentiality of student data to any employee with access to education records as defined in FERPA.
- 2. The District shall designate an individual to act as a student data manager to fulfill the responsibilities of a student data manager described in Requirements for Student Data Manager, below.
- 3. If possible, the District shall designate a records officer pursuant to the Government Records Access and Management Act as defined in [Utah Code § 63G-2-103\(27\)](#), as the student data manager.
- 4. The District shall designate a District Information Security Officer.
- 5. The District shall implement a cyber security framework.
- 6. The District shall create and maintain a District:
  - a. Data governance plan; and
  - b. Metadata dictionary.
- 7. By ~~October 4~~ **November 15** annually, the District shall provide the State Superintendent with the following:
  - a. The name and contact information of the District's Information Security Officer and its Student Data Manager;
  - b. ~~The District's data governance plan; Evidence that the District has implemented:~~
    - 1) **Privacy requirements outlined in:**
      - a) [Utah Code Title 53E, Chapter 9, Part 2, Student Privacy](#);
      - b) [Utah Code Title 53E, Chapter 9, Part 3, Student Data Protection](#);

- c) [Utah Code Title 63A, Chapter 19, Government Data Privacy Act](#);
  - d) [FERPA](#); and
  - e) [20 U.S.C. 1232h, Protection of Pupil Rights Amendment](#); and
- 2) Other privacy practices identified by the State Superintendent; and
  - 3) A cybersecurity framework.
- ~~c. The District's annual notification of FERPA rights;~~
  - ~~d. The District's FERPA directory information notice;~~
  - ~~e. The District's student data disclosure notice (see below);~~
  - ~~f. The District's metadata dictionary; and~~
  - ~~g. Evidence that the District has implemented a cyber security framework.~~
8. The District shall establish an external research review process to evaluate the requests for data for the purpose of external research or evaluation.

[Utah Code § 53E-9-303 \(2019\)](#)

[Utah Admin. Rules R277-487-2 \(July 8, 2025\)](#)

[Utah Admin. Rules R277-487-3\(1\) \(July 8, 2025\)](#)

#### C. Student Data Ownership and Access

- 1. A student owns the student's personally identifiable student data.
- 2. The District shall allow a student or a student's parent to access the student's student data which is maintained by the District.

[Utah Code § 53E-9-304 \(2020\)](#)

#### D. Data Retention

- 1. The District shall classify all student data which it collects under an approved records retention schedule. The District shall retain and dispose of all student data in accordance with an approved records retention schedule.

2. If no existing retention schedule governs student disciplinary records collected by the District:
  - a. The District may propose to the State Records Committee a retention schedule of up to one year if collection of the data is not required by federal or state law or Board rule; or
  - b. The District may propose to the State Records Committee a retention schedule of up to three years if collection of the data is required by federal or state law or State Board rule, unless a longer retention period is prescribed by federal or state law or State Board rule.
3. The District's retention schedules shall take into account the District's administrative need for the data.
4. Unless the data requires permanent retention, the District's retention schedules shall require destruction or expungement of student data after the administrative need for the data has passed.
5. A parent or adult student may request that the District amend, expunge, or destroy any record not subject to an approved retention schedule and believed to be inaccurate, misleading, or in violation of the privacy rights of the student. The District shall process such a request following the same procedures outlined to amend a student education record under FERPA, as set out in Policy FE "Right to Amend Records."

[Utah Admin. Rules R277-487-4 \(July 8, 2025\)](#)

#### E. Notification in Case of Breach

1. If there is a release of a student's personally identifiable student data due to a significant data breach, the District shall notify:
  - a. The student, if the student is an adult student; or
  - b. The student's parent, if the student is not an adult student.

[Utah Code § 53E-9-304\(2\) \(2020\)](#)

2. Within 10 business days of the discovery of a significant data breach (either by the District or by third parties), the District shall report the significant data breach to the State Superintendent.

[Utah Admin. Rules R277-487-3\(3\) \(July 8, 2025\)](#)

## F. Prohibited Collection of Student Data

1. The District may not collect a student's"
  - a. Social Security number; or
  - b. Criminal record, except as required in [Utah Code § 80-6-103](#) (Minor taken into custody by peace officer, private citizen, or juvenile probation officer).

[Utah Code §53E-9-305\(1\) \(2023\)](#)

## G. Student Data Disclosure Statement

1. If the District collects student data into a cumulative record it shall, in accordance with this section, prepare and distribute to parents and students a student data disclosure statement that:
  - a. Is a prominent, stand-alone document;
  - b. Is annually updated and published on the District's website;
  - c. States the necessary and optional student data the District collects;
  - d. States that the District will not collect the student data described in Prohibited Collection of Student Data, above;
  - e. Describes the types of student data that the District may not share without a data authorization;
  - f. Describes how the district may collect, use, and share student data;
  - g. Includes the following statement: "The collection, use, and sharing of student data has both benefits and risks. Parents and students should learn about these benefits and risks and make choices regarding student data accordingly.";
  - h. Describes in general terms how the District stores and protects student data; and
  - i. States a student's rights under the student data protection statutes.
2. The notice may also include additional information relating to student and parent privacy, as determined by the District.

[Utah Code § 53E-9-305\(2\), \(8\) \(2023\)](#)

#### H. Student Data Disclosure Statement Recipients

1. The District may collect the necessary student data of a student into a cumulative record only if the District provides a student data disclosure statement to:
  - a. The student, if the student is an adult student; or
  - b. The student's parent, if the student is not an adult student.

[Utah Code § 53E-9-305\(4\) \(2023\)](#)

#### I. Optional Student Data Collection

1. The District may collect optional student data into a cumulative record only if it:
  - a. Provides, to an individual described in Student Data Disclosure Statement Recipients, above, a student data disclosure statement that includes a description of:
    - 1) The optional student data to be collected; and
    - 2) How the District will use the optional student data; and
2. Obtains a data authorization to collect the optional student data from an individual described in Student Data Disclosure Statement Recipients, above.

[Utah Code § 53E-9-305\(5\) \(2023\)](#)

#### J. Student Biometric Identifier and Biometric Information Data Collection

1. The District may collect a student's biometric identifier or biometric information if the District:
  - a. Provides, to an individual described in Student Data Disclosure Statement Recipients, above, a biometric information collection notice that is separate from a student data collection notice and which states:
    - 1) The biometric identifier or biometric information to be collected;

K. The purpose of collecting the biometric identifier or biometric information; and

L. How the District will use and store the biometric identifier or biometric information; and

- a. Obtains written consent to collect the biometric identifier or biometric information from an individual described in Student Data Disclosure Statement Recipients, above.

[Utah Code § 53E-9-305\(6\) \(2023\)](#)

#### M. Sharing Student Data

1. The District may not share a student’s personally identifiable student data without written consent, except in conformance with the requirements of this policy and with the Family Educational Rights and Privacy Act (“FERPA”) and related provisions under [20 U.S.C. §§ 1232g](#) and [1232\(h\)](#).

[Utah Code § 53E-9-308 \(2023\)](#)

#### N. Requirements for Student Data Manager

1. The District will designate a student data manager who shall:
  - a. Authorize and manage the sharing, outside of the District, of personally identifiable student data for the District as described in this section;
  - b. Act as the primary local point of contact for the state student data officer described in [Utah Code § 53E-9-302](#); and
  - c. Fulfill other responsibilities described in the District’s data governance plan.

[Utah Code § 53E-9-308\(2\) \(2022\)](#)

#### O. Permitted and Prohibited Sharing of Student Data by Student Data Manager

1. A student data manager may share the personally identifiable student data of a student with the student and the student’s parent. Otherwise, a student data manager may only share a student’s personally identifiable student data from a cumulative record (including sharing student data with a federal agency) as required by federal law or as follows. Such data may be shared with:
  - a. A school official;
  - b. An authorized caseworker, in accordance with this policy, or other representative of the Department of Human Services; or
  - c. A person to whom the District has outsourced a service or function:

1) To research the effectiveness of a program's implementation; or

P. That the District's employees would typically perform

1. A student data manager may share a student's personally identifiable student data from a cumulative record with a caseworker or representative of the Department of Health and Human Services if:

a. The Department of Health and Human Services is:

1) Legally responsible for the care and protection of the student; or

Q. Providing services to the student; and

a. The student's personally identifiable student data is not shared with a person who is not authorized:

1) To address the student's education needs; or

R. By the Department of Health and Human Services to receive the student's personally identifiable student data; and

a. The Department of Health and Human Services maintains and protects the student's personally identifiable student data.

2. A student data manager may share a student's personally identifiable student data to improve educational outcomes for the student where the student is:

a. In the custody of or under the guardianship of, the Department of Health and Human Services;

b. Receiving services from the Division of Juvenile Justice Services;

c. In the custody of the Division of Child and Family Services;

d. Receiving services from the Division of Services for People with Disabilities; or

e. Under the jurisdiction of the Utah Juvenile Court.

3. A student data manager may share aggregate data.

4. A student data manager may not share personally identifiable student data for the purpose of external research or evaluation except as follows: If a student data

manager receives a request to share data for the purpose of external research or evaluation, the student data manager shall:

- a. Verify that the request meets the requirements of [34 CFR § 99.31\(a\)\(6\)](#);
  - b. Submit the request to the District's external research review process; and
  - c. Fulfill the instructions that result from the review process.
5. If the student data manager is informed that the State Board of Education intends to share student data collected by the District with the Utah Registry of Autism and Developmental Disabilities, the student data manager shall give notice to the parent of each student whose data is to be shared of the State Board's intention to share the data. This notice shall be provided at least 30 days before the State Board is to share the data. If a parent requests that the State Board not share the data, the student data manager shall relay that request to the State Board.
  6. A student data manager may share personally identifiable student data in response to a subpoena issued by a court.
  7. In accordance with State Board of Education rule, a student data manager may share personally identifiable information that is directory information.

[Utah Code § 53E-9-308 \(2023\)](#)

S. Third Party Contractors

1. The District may provide a third-party contractor with personally identifiable student data received under a contract with the District strictly for the purpose of providing the contracted product or service within the negotiated contract terms.
2. When contracting with a third-party contractor, the District shall require the following provisions in the contract:
  - a. Requirements and restrictions related to the collection, use, storage, or sharing of student data by the third-party contractor that are necessary for the District to ensure compliance with the provisions of the Student Data Protection Act and State Board of Education rules;
  - b. A description of a person, or type of person, including an affiliate of the third-party contractor, with whom the third-party contractor may share student data;
  - c. Provisions that govern requests by the District for the deletion of the student data received by the third-party contractor from the District;

- d. Except as provided in this policy and if required by the District, provisions that prohibit the secondary use of personally identifiable student data by the third-party contractor; and
  - e. An agreement by the third-party contractor that, at the request of the District, the District or its designee may audit the third-party contractor to verify compliance with the contract.
3. A third-party contractor's use of personally identifiable student data shall be in accordance with [Utah Code §§ 53E-9-309, 53E-9-310](#) and FERPA.
  4. If the District contracts with a third-party contractor to collect and have access to the District's student data, the District shall monitor and maintain control of the data.
  5. If the District contracts with a third-party contractor to collect and have access to the District's student data, the District shall notify a student and the student's parent or guardian in writing that the student's data is collected and maintained by the third-party contractor.

[Utah Admin. Rules R277-487-7 \(July 8, 2025\)](#)

[Utah Code § 53E-9-309 \(2020\)](#)

[Utah Code § 53E-9-310 \(2019\)](#)

## POLICY 4178

### Internet Use

#### A. Internet Protection

1. Access to the internet through District computer networks or systems or by means of devices owned by the District shall be regulated by filtering software or other measures which prevent users from accessing images which are obscene or pornographic or otherwise harmful. Student online activity shall be monitored and specified staff shall have responsibility for supervision of student online activities. In addition, students shall be educated by appropriate staff members regarding appropriate online behavior, including interacting with other individuals through chat rooms or social networking websites and cyberbullying awareness and response. Each school's community council shall also provide for education and awareness on safe technology use and digital citizenship which empowers students to make smart media and online choices and parents to know how to discuss safe technology use with their children.

[Utah Admin. Rules R277-495-4\(1\)\(d\), \(2\)\(f\), \(3\)\(c\) \(October 8, 2024\)](#)

[Utah Code § 53G-7-216\(3\) \(2018\)](#)

[Utah Code § 53G-7-1202\(3\)\(a\)\(iii\)\(A\), \(iv\) \(2024\)](#)

#### B. Due Process

1. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to any illegal activities conducted through the District network or District-owned devices.
2. In the event there is an allegation that a student has violated this policy, the student will be provided with a notice and opportunity to be heard in the manner set forth in [Policy 4177 Responsible Computer Use](#).
3. Disciplinary actions will be tailored to meet specific concerns related to the violation and to assist the student in gaining the self-discipline necessary to behave appropriately on an electronic network. If the alleged violation also involves a violation of other provisions of this policy and [Policy 4177](#), the violation will be handled in accord with the applicable provision of this policy and [Policy 4177](#).
4. Employee violation of this policy will be handled in accordance with District policy and collective bargaining agreement, if applicable.

5. Any District administrator may terminate the account privileges of a guest user by providing notice to the user. Guest accounts that are not active for more than ninety days may be removed, along with the user's files, without notice to the user.

#### C. Search and Seizure

1. System users do not have an expectation of privacy in the contents of their personal files and/or personal electronic mail accounts and records of their online activity accessed via the District's electronic communications system or through District-owned devices.
2. Routine maintenance and monitoring of the system may lead to discovery that the user has violated or is violating this policy, [Policy 4177](#), or the law.
3. An individual search will be conducted if there is reasonable suspicion that a user has violated this policy, [Policy 4177](#), or the law. The nature of the investigation will be reasonable and in the context of the nature of the alleged violation.
4. District employees should be aware that their personal files and/or personal electronic mail accounts on the District's network or on District-owned devices may be discoverable according to the Government Records Access Management Act.

#### D. Selection of Material

1. When using the internet for class activities, teachers will:
  - a. Select material that is appropriate in light of the age of the students and that is relevant to the course objectives.
  - b. Preview the materials and sites they require students to access to determine the appropriateness of the material contained on or accessed through the site.
  - c. Provide guidelines and lists of resources to assist their students in channeling their research activities effectively and properly.
  - d. Assist their students in developing the skills to ascertain the truthfulness of information, distinguish fact from opinion, and engage in discussion about controversial issues while demonstrating tolerance and respect for those who hold divergent views.

#### E. Parental Notification and Responsibility

1. The District will post all policies on the District website concerning District network and the policies governing its use for parents to view. Parents must sign an

agreement to allow their student to have an individual account during registration each year.

2. Parents have the right at any time to investigate the contents of their child(ren)'s email files. Parents have the right to request the termination of their child(ren)'s individual account at any time.
3. This policy contains restrictions on accessing inappropriate material and student use will be supervised. However, there is a wide range of material available on the Internet, some of which may not be in accordance with the particular set of values held by an individual student's family. The District will encourage parents to specify to their child(ren) what material is and is not acceptable for their child(ren) to access through the District network.

#### F. Access

1. The following levels of access will be provided:
  - a. Elementary age students will be granted Internet access only through a classroom account. Elementary students may be provided with an individual account under special circumstances at the request of their teacher and with the approval of their parent. An agreement will only be required for an individual account, which must be signed by the student and his or her parent. Parents may specifically request that their child(ren) not be provided access through the classroom account by notifying the District in writing.
2. Individual accounts for students
  - a. Secondary students may be provided with individual Internet accounts. Secondary students will not have remote access to the system. A written agreement will be required for an individual account. This agreement must be signed by the student and his or her parent.

#### G. Guidelines for Internet Use

1. Personal safety (these restrictions are for students only):
  - a. Users will not post or provide personal contact information about themselves or other people. Personal contact information includes address, telephone, school address, work address, etc.
  - b. Users will not agree to meet with someone they have met online without their parent's approval and participation,

- c. Users will promptly disclose to their teacher or other school employee any message they receive that is inappropriate or makes them feel uncomfortable.

## 2. Illegal Activities

- a. Users will not attempt to gain unauthorized access to the District network or to any other computer system through the District network or go beyond their authorized access. This includes attempting to log in through another person's account or access another person's files. These actions are illegal, even if only for the purposes of "browsing."
- b. Users will not make deliberate attempts to disrupt the computer system performance or destroy data by spreading computer viruses or by any other means. These actions are illegal.
- c. Users will not use the District network to engage in any other illegal act, such as arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, threatening the safety of a person, etc.

## 3. System Security

- a. Users are responsible for the use of their individual account and should take all reasonable precautions to prevent others from being able to use their account. Under no conditions should a user provide his or her password to another person.
- b. Users will immediately notify the system administrator if they have identified a possible security problem. Users will not search for or attempt to discover security problems, because this may be construed as an illegal attempt to gain access.
- c. Users will avoid the inadvertent spread of computer viruses by following the District virus protection procedures.

## 4. Inappropriate Language

- a. Restrictions against inappropriate language apply to public messages, private messages, and material posted on webpages.
- b. Users will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, slanderous or disrespectful language.
- c. Users will not post information that, if acted upon, could cause damage or a danger of disruption.

- d. Users will not engage in personal attacks, including prejudicial or discriminatory attacks. Users will not harass another person.
    - 1) Harassment is persistently acting in a manner that distresses or annoys another person. If a user is told by a person to stop sending the person messages, they must stop.
  - e. Users will not knowingly or recklessly post false or defamatory information about a person or organization.
5. Request for Privacy
- a. Users will not re-post a message that was sent to them privately without permission of the person who sent them the message.
  - b. Users will not post private information about another person.
6. Respecting Resource Limits
- a. Users will use the system only for educational and professional or career development activities (no time limit), and limited, high-quality, personal research.
  - b. Users will not download large files unless absolutely necessary. If necessary, users will download the file at a time when the system is not being heavily used and immediately remove the file from the system computer to their personal computer or external drive.
  - c. Users will not post chain letters or engage in “spamming.” Spamming is sending an annoying or unnecessary message to a large number of people.
  - d. Users will check their email frequently, delete unwanted messages promptly, and stay within their email quota.
  - e. Users will be subscribed only to high quality discussion group mail lists that are relevant to their education or professional/career development.
7. Plagiarism and Copyright Infringement
- a. Users will not plagiarize works that they find on the Internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were original to the user.

- b. Users will respect the rights of copyright owners. Copyright infringement occurs when an individual inappropriately reproduces a work that is protected by a copyright. If a work contains language that specifies acceptable use of that work, the user should follow the expressed requirements. If the user is unsure whether or not they can use a work, they should request permission from the copyright owner.

#### 8. Inappropriate Access to Material

- a. Users will not use the District network or District-owned electronic devices to access material that is profane or obscene (pornography), that advocates illegal or dangerous acts, or that advocates violence or discrimination towards other people (hate literature). (See [Policy 3010 Employee Bullying and Hazing](#), [Policy 5265 Student Discrimination and Harassment](#), [Policy 5270 Student Rights and Responsibilities Bullying, Cyberbullying, Hazing, and Abusive Conduct](#) and [Policy 4177](#).) For students, a special exception may be made if the purpose is to conduct research and access is approved by both the teacher and the parent. District employees may access the above material only in the context of legitimate research.
- b. If a user inadvertently accesses such information, he or she should immediately disclose the inadvertent access in a manner specified by their school. This will protect users against an allegation that they have intentionally violated this policy.

[Utah Admin. Rules R277-495-4\(1\)\(c\) \(October 8, 2024\)](#)

#### H. District Website

1. The District may establish a website. Material appropriate for placement on the District website includes: District information, school information, teacher or class information, student projects, and student extracurricular organization information. Personal information not related to education will not be allowed on the District website.
2. The Superintendent will designate a District web-master, responsible for maintaining the school websites and monitoring class, teacher, student, and extracurricular webpages. The web-master will develop style and content guidelines for official District and school web materials and develop procedures for the placement and removal of such material. All official District material posted on the District website must be approved through a process established by the District web-master. **The District website shall meet the domain and notice requirements set forth in [Policy 6002 Government Data Privacy](#).**

[Utah Code § 63A-16-110 \(2025\)](#)  
[Utah Code § 63A-19-402.5 \(2025\)](#)

## I. School Websites

1. The principal will designate a school web-master, responsible for managing the school website and monitoring class, teacher, student, and extracurricular webpages. All official material originating from the school will be consistent with the District style and content guidelines and approved through a process established by the school web-master. The school web-master will develop additional guidelines for the school website. **Each school website shall meet the domain and notice requirements set forth in [Policy 6002 Government Data Privacy](#).**

[Utah Code § 63A-16-110 \(2025\)](#)

## ~~J. Collection of User Information~~

- ~~1. If the school or District collects personally identifiable information from users who access its website, the school or District shall publish on that website a privacy policy statement that discloses the following information:~~
  - ~~a. The identity of the school's web-master and contact information (telephone number or email address);~~
  - ~~b. A summary of the personally identifiable information collected by the school or District and contained on its website;~~
  - ~~c. How the personally identifiable information collected by the school or District is used by the school or District;~~
  - ~~d. The District's practices concerning disclosure of the personally identifiable information on the website;~~
  - ~~e. How the user who accesses the school or District website can request access to his or her personally identifiable information and access to correct the information; and~~
  - ~~f. A general description of the security measures in place to protect the user's personally identifiable information from unintended disclosure.~~

~~[Utah Code § 63D-2-102 \(2023\)](#)~~  
~~[Utah Code § 63D-2-103 \(2008\)](#)~~

## K. Staff Webpages

1. Staff may develop webpages that provide a resource for others. Staff will be responsible for maintaining their resource sites. Staff webpages will not be considered official material but will be developed in a manner as to reflect well upon the District.

#### L. Student Webpages

1. Students may create a website as part of a class activity. Material presented on a student class activity website must meet the educational objectives of the class activity.
2. With the approval of the principal or designee, students may establish personal webpages. Material presented in the student's personal website must be related to the student's educational and career preparation activities.
3. It will not be considered a violation of a student's right to free speech to require removal of material that fails to meet established educational objectives or that is in violation of a provision of this policy or [Policy 4177](#). However, student material may not be removed merely on the basis of disagreement with the views expressed by the student.
4. Student webpages must include the following notice: "This is a student webpage. Opinions expressed on this page shall not be attributed to the District."
5. Student webpages will be removed at the end of the school year unless special arrangements are made. A notice will be provided to students prior to such removal.

#### M. Extracurricular Organization Webpages

1. With approval of the principal, extracurricular organizations may establish webpages. Material presented on the organization webpage must relate specifically to organization activities.
2. Organization webpages must include the following notice: "This is a student extracurricular organization webpage. Opinions expressed on this page shall not be attributed to the District."

#### N. Student Information

1. The following standards will be followed regarding the disclosure of student information on school websites:
  - a. Elementary age students:

- 1) First and last initial, no pictures of identifiable students
- b. Middle school students:
  - 1) First and last names
- c. Parental approval of disclosure in accord with the standards must be obtained.

#### O. Webpage Requirements

1. All provisions in this policy will govern material placed on the web.
2. Webpages shall not:
  - a. Contain personal contact information about students beyond that permitted by the District and parent.
  - b. Display photographs or videos of any identifiable individual without a signed model release. Model releases for students under the age of 18 must be signed by their parent or guardian.
  - c. Contain copyrighted or trademarked material belonging to others unless written permission to display such material has been obtained from the owner. There will be no assumption that the publication of copyrighted material on a website is within the fair use exemption.
3. Material placed on the website is expected to meet academic standards of proper spelling, grammar, and accuracy of information.
4. Students may retain the copyright on the material they create that is posted on the web. District employees may retain the copyright on material they create and post if appropriate under District policies.
5. Each webpage will carry a notice indicating when it was last updated and the email address of the person responsible for the page.
6. All webpages should have a link at the bottom of the page that will help users find their way to the appropriate home page.
7. Users should retain a back-up copy of their webpages.

## 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
  - 7) TV shows and/or clips with a TV-G rating may be shown to any grade K-12 with teacher discretion.
  - 8) TV shows and/or clips with a TV-PG rating may be shown in grades 6-12 with administrator approval and parent notification as outlined in this policy.
  - 9) TV shows and/or clips with a TV-14 rating may only be shown to students in grades 8-12 with administrator approval and parent notification as outlined in this policy. Educators will consider and avoid content with:
    - D - Sexual or suggestive dialogue
    - L - Coarse or crude language
    - S - Sexual situations
    - V - Violence
  - 10) No TV show and/or clips with a TV-MA may be shown in any grade.
- 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:

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Describe the educational activities that have lead up to the movie:

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Describe the educational activities to follow the movie:

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Describe how the educational value and objectives of the movie will be assessed:

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Principal's Authorization

Approved: \_\_\_\_\_

Signature: \_\_\_\_\_

## POLICY 5010

### Admissions Eligibility Requirements

#### A. Minimum Age

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

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

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

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

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

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

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

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

### C. Alternative District of Residency

#### 1. Procedure

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

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

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

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

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

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

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

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

2. Requirements

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

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

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

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

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

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

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

D. Students Attending a Private Human Services Program

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

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

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

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

[Utah Code § 26B-2-131 \(2023\)](#)

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

- 4) One of the following two sets of circumstances exists:
- a) The child lives with a responsible adult who resides in the District and is the student's non-custodial parent, grandparent, brother, sister, uncle or aunt and the child's presence in the District is not for the primary purpose of attending the public schools; or
  - b) The child's parent has moved from the state, and the child resides with a responsible adult who resides in the District, and the child's attendance in the school will not be detrimental to the school or to the District.

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

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

#### F. Durable Power of Attorney

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

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

*[Utah Code § 75-5-103 \(2018\)](#)*

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

#### G. Guardianship for Residency Purposes

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

3. Forms for the affidavits of the parent and the responsible adult are provided below. If the child's custodial parent cannot be found in order to execute the statement required under subsection (6), then the responsible adult resident must submit a signed affidavit to that effect to the District. A form for this affidavit is provided below. The District shall also submit a copy of the affidavit to the Criminal Investigations and Technical Services Division of the Department of Public Safety.
4. The student who lives with the responsible adult must submit a signed affidavit stating that:
  - a. The student desires to become a permanent resident of the State of Utah and reside in the District with and be responsible to the named responsible adult; and
  - b. The child will abide by rules and policies of the district and schools.
5. A form for this affidavit is provided below. The District may require the responsible adult to also submit any other relevant documents that it reasonably believes to be necessary to substantiate any claim made in connection with the application.
6. Upon receipt of the required information and documentation, and a determination by the board that the information is accurate, that the requirements have been met, and that the interests of the child would best be served by granting the guardianship, the Board or its authorized representative may designate the applicant as guardian of the child by issuing a designation of guardianship letter to the applicant.
7. The District shall deliver the original documents filed with the District, together with a copy of the designation of guardianship issued by the District, in person or by any form of mail requiring a signed receipt, to the clerk of the state district court in which the District is located.
8. Intentional submission to the District of fraudulent or misleading information under this policy is punishable under [Utah Code § 76-8-504](#).
9. If the District has reason to believe that a party has intentionally submitted false or misleading information under this part, it may, after notice and opportunity for the party to respond to the allegation:
  - a. void any guardianship, authorization, or action which was based upon the false or misleading information; and
  - b. recover, from the party submitting the information, the full cost of any benefits received by the child on the basis of the false or misleading information, including tuition, fees (as defined in [Policy 5230](#)), and other unpaid school charges, together with any related costs of recovery.

[Utah Code § 53G-6-303 \(2024\)](#)

H. Appeal of Guardianship Denial

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

[Utah Code § 53G-6-303 \(2024\)](#)

I. Termination of Guardianship

1. A guardianship designation issued by the District may be terminated, and the authority and responsibility of the prior custodial parent may be restored, upon submission to the District of:
  - a. a signed affidavit by the person who consented to the guardianship which requests termination of the guardianship, or
  - b. a signed written request by the designated guardian requesting termination of the guardianship.
2. If the District determines that it would not be in the best interests of the child to terminate the guardianship, the District may refer the request for termination to the Utah district court where the original guardianship documents were submitted.
3. If the District determines, after giving notice and an opportunity to respond, that an individual has intentionally submitted false or misleading information to the District in connection with a guardianship designation, the District may
  - a. void any guardianship, authorization, or action which was based on the false or misleading information, and
  - b. recover from the person submitting the false or misleading information the full cost of any benefits received by the child based on the false or misleading information, including tuition, fees (as defined in [Policy 5230](#)), and other unpaid school charges, along with any related costs of recovery.
4. A student whose guardianship or enrollment has been terminated may, upon payment of all applicable tuition and fees, continue in enrollment until the end of the school year unless excluded from attendance for cause.

[Utah Code § 53G-6-303 \(2024\)](#)

J. Tuition

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

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

K. Tuition for Education Outside of the District

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

[Utah Code § 53G-6-305 \(2019\)](#)

L. Eligibility and Admissions Requirements

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

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

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

*Plyler v. Doe, 102 S. Ct. 2382 (1982)*  
*Daniels v. Morris, 746 F.2d 271 (5th Cir. 1984)*

M. "Open Enrollment" for Utah Resident Students

1. The Board is responsible for providing educational services consistent with Utah state law and rules of the State Board of Education for each student within the District and—to the extent reasonably feasible and in accordance with the limitations

and provisions herein—for any student who resides in another district in the state and desires to attend a school in the District.

2. For purposes of “open enrollment,” the following definitions apply:
  - a. “Early enrollment” means:
    - 1) application between November 15 and the first Friday in February for admission for the next school year to a school that is not a student's school of residence; or
  - b. “Early enrollment for grade reconfiguration” means
    - 1) application between August 1 through November 1 for admission for the next school year to a school that is not a student's school of residence if:
      - a) the school district is doing a district wide grade reconfiguration of its elementary, middle, ~~junior~~, and ~~senior~~ high schools; and
      - b) that grade reconfiguration will be implemented in the next school year.
  - c. “Late enrollment” means application:
    - 1) after the first Friday in February for admission for the next school year to a school that is not the student's school of residence; or
    - 2) for admission for the current year to a school that is not the student's school of residence.
  - d. “Nonresident student” means a student who lives outside the boundaries of the school attendance area.
  - e. “Open enrollment threshold” means the school enrollment levels (for early enrollment or late enrollment) determined under [Utah Code § 53G-6-401](#) and regulations established by the Utah State Board of Education.
  - f. “School of residence” means the school that a student is assigned to attend based on the student's place of residence.
  - g. “School attendance area” means an area established by the Board of Education from which students are assigned to attend a certain school.

[Utah Code § 53G-6-401 \(2019\)](#)  
[Utah Code § 53G-6-402\(4\)\(b\) \(2025\)](#)

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

[Utah Code § 53G-6-401 \(2019\)](#)

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

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

N. Open Enrollment Applications Following Boundary Changes

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

[Utah Code § 53G-6-402\(4\)\(b\)\(v\) \(2025\)](#)  
[Utah Code § 53G-4-402\(24\)\(f\)\(ii\) \(2025\)](#)

O. Notice of Acceptance or Rejection of Application

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

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

P. Denial of Enrollment Appeal

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

[Utah Code § 53G-6-404 \(2019\)](#)

Q. Standards for Application

1. Acceptance or rejection of an application shall be determined on an individual basis. Standards applied to each application include at least the following:
2. No nonresident student shall be allowed to voluntarily enroll in programs within the District unless, on a case by case basis, the District determines that there is capacity for additional students in the program for which the nonresident student applies, and that there is adequate space, facilities, and teacher availability in the class, grade level and school building for which the student applied. For secondary schools, the District may also consider the capacity of a comprehensive program in determining to accept or reject an application.

3. The District shall give priority to a student who is a child of a military service member or a child of a DOD civilian (as defined in [Utah Code § 53B-8-102](#)).
4. The District shall maintain heterogeneous student populations if necessary to avoid violation of constitutional or statutory rights of students.
5. The District shall not be required to provide any program that it has not previously provided to its own students. If the District does not offer a program that the student requires, that fact shall be considered in reviewing the student's application.
6. The District shall consider the willingness of prospective students to comply with District policies.
7. The District shall consider whether an applicant's brother or sister is attending the requested school or another school in the District.
8. The District may give preference to applicants from students residing within the District over applications from students who do not reside within the District.
9. The District may consider whether the requested transfer is needed for the student's health or safety.
10. The District may reject an application for transfer for the current school year when the student has already transferred to another school for the current school year under open enrollment (whether that was effective at the beginning of the school year or during the school year).
11. Standards may not include previous academic achievement, athletic or other extra-curricular ability, the fact that the student requires special education services for which space is available, previous disciplinary proceedings, except that the District may deny applications from students who have committed serious infractions of the law or school rules, including rules of the District which may not have been rules of the student's prior district where the conduct occurred. The District may deny applications from students who have been guilty of chronic misbehavior which would, if continued, endanger persons or property, cause serious disruptions in the school, or place unreasonable burdens on school staff.
12. The Board may, in its discretion, allow provisional enrollment of students with prior behavior problems. In such cases the Board will, on a case-by-case basis, establish conditions under which enrollment of the nonresident student would be permitted. The Board may also impose such conditions on a nonresident student previously enrolled in the District, under which the nonresident student's enrollment would be continued.

[Utah Code § 53G-6-402\(1\) \(2025\)](#)  
[Utah Code § 53G-6-403 \(2019\)](#)

R. Posting of School Enrollment Information

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

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

S. Participation in Interscholastic Competition

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

T. Termination of Enrollment

1. Once a nonresident student is enrolled within a school in the District, the student may remain enrolled in that school subject to compliance with all rules and standards established for students in the District, and is not required to submit annual or periodic applications unless one of the following occurs:
  - a. the student graduates;
  - b. the student is no longer a Utah resident;

- c. the student is suspended or expelled from school; or
  - d. the District determines that enrollment within the school in question will exceed the open enrollment threshold during the coming school year.
2. However, even when the open enrollment threshold will be exceeded, a student may remain enrolled in the following circumstances. When a military service member **or DOD civilian** (as defined in [Utah Code § 53B-8-102](#)) moves from temporary to permanent housing outside of the relevant boundaries following a permanent change of station, a child of the service member **or DOD civilian** in kindergarten through grade 10 may remain enrolled until the student completes the current school year and a child of the service member **or DOD civilian** in grade 11 or 12 may remain enrolled until the student graduates. Where a nonresident student is enrolled in a nonresident school for safety reasons because bus service is not provided between the student's neighborhood and their school of residence, that student may remain at that school through the highest grade offered and may thereafter attend the middle school, **junior high school**, or high school into which the nonresident school feeds, until graduation.

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

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

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

#### U. Transportation

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

[Utah Code § 53G-6-407 \(2019\)](#)

#### V. Withdrawal of Enrollment

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

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

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

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

#### W. Returning Charter School Students

1. A charter school student who resides in the District and who submits required enrollment information for the upcoming school year before June 30 shall be enrolled in the student's boundary school for the upcoming school year. However, if the student is leaving the charter school because it has been closed, the student shall be enrolled in the student's boundary school regardless of when the enrollment information is submitted. Otherwise, if the enrollment application is submitted after June 30 for the following year or is submitted for the current year, the student may enroll in a District school, grade level, program or course which is below capacity or

has space available “Below capacity” means that the grade level or program is less than 100% of the District, school, or grade level average (as applicable). The capacity and averages are determined as provided for in [Utah Administrative Rules R277-472-2, R277-472-3, and R277-472-4](#). However, below capacity standards for individual schools, grade levels, courses or programs do not apply if the school has documentation that the school community council in a public meeting has designated more than ½ of the school’s LAND trust annual allotment to reduce class size in a specific school, grade level, program, or course.

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

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

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

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

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

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

2. To facilitate transfer of charter school students, the District shall post the following information on District and school websites:
  - a. Elementary schools within the District that are below capacity and available for charter transfer students;
  - b. Grade levels and special programs within elementary schools that are below capacity and available for charter transfer students;
  - c. Secondary schools that are below capacity and available for charter transfer students based on calculated capacity of language arts, science and mathematics; and
  - d. Special programs within secondary schools that are below capacity and available for charter transfer students.

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

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

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

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

1. Regardless of the student’s place of residency or the open enrollment requirements set forth above, the District shall allow enrollment of a student in a District school

where such enrollment is determined by the Utah Division of Child and Family Services to be necessary to comply with the provisions of [42 U.S.C. § 675](#).

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

Y. Transfer from a Persistently Dangerous School

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

[20 U.S.C. § 7912](#)

[20 U.S.C. § 7961](#)

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

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

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

2. If a District school is designated by the State Superintendent as persistently dangerous, then the District shall, within 15 days of receiving notice of the designation, notify the parents of the school’s students:
  - a. That the school has been designated as persistently dangerous and the criteria that caused the designation;
  - b. That a parent may transfer the parent’s student to a safer school within the District if the parent chooses; and
  - c. That the parent may request the transfer within 30 days after the parent received notice of the designation.

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

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

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

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

## Z. Required Identification

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

[Utah Code § 53G-6-603 \(2024\)](#)

3. Supporting documentation to establish a student’s biological age may include:
  - a. A religious, hospital, or physician certificate showing the student’s date of birth;
  - b. An entry in a family religious text;
  - c. An adoption record;
  - d. Previously verified school records;
  - e. Previously verified immunization records;
  - f. Documentation from a social service provider (as defined by [Utah Code § 53E-3-524](#)); or
  - g. Other legal documentation, including from a consulate, that reflects the student’s biological age.

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

4. If supporting documentation to establish the student’s biological age is not available, the school shall assign a review team to determine the student’s biological age for the District to use in enrolling and placing the student. The review team shall consist of at least three members, with at least one of the members having completed the child sexual abuse and human trafficking prevention training described in Policy

DDA and Policy GH within the prior two years. Review team members may include any of the following: an appropriate district administrator, the student's teacher or teachers, the school principal, a school counselor, a school social worker, a school psychologist, a culturally competent and trauma-informed community representative, a school nurse or other school health specialist, an interpreter (if necessary), or a relevant educational equity administrator.

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

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

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

[Utah Code § 53E-6-701 \(2022\)](#)

[Utah Code § 80-2-602 \(2022\)](#)

AA. Distribution of Kits for Missing Child Identification Program

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

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

BB. Missing Child

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

[Utah Code § 53G-6-602 \(2018\)](#)

CC. Transfer Students

1. Within fourteen (14) days after enrolling a transfer student (simultaneously if the student is a military child), a school shall request, directly from the student's previous

school, a certified copy of his record and shall exercise due diligence in obtaining the record.

[Utah Code § 53G-6-604 \(2018\)](#)  
[Utah Code § 53E-3-905\(2\) \(2018\)](#)

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

[Utah Code § 53G-6-602 \(2018\)](#)  
[Utah Code § 53G-6-604 \(2018\)](#)  
[Utah Code § 53E-3-905\(2\) \(2018\)](#)

#### DD. Health Examinations

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

[Utah Code § 53G-9-402 \(2023\)](#)

#### EE. Credits and Records Transfer

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

[Utah Code § 53G-7-206 \(2019\)](#)

#### FF. Graduation

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

[Utah Code § 53G-6-406 \(2019\)](#)

#### GG. Placement of Transfers

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

#### HH. Expelled Within Twelve Months

1. A student who has been expelled from a public school within the prior 12 months who is otherwise eligible to enroll may be denied enrollment in a District school for that reason. A student who has been expelled within the past 12 months may be allowed to enroll upon approval by the superintendent or designee, subject to such conditions and requirements as are determined to be appropriate.

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

#### II. Student Identification Number

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

[Utah Code § 63G-15-201 \(2012\)](#)

FORM

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

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

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

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

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

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

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

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

Signature \_\_\_\_\_

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

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

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

Signature \_\_\_\_\_

THIS POWER OF ATTORNEY DOES NOT CONFER LEGAL GUARDIANSHIP  
FORM

ACCEPTANCE OF DESIGNATION AS CUSTODIAN

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

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

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

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

Signature \_\_\_\_\_

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

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

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

Signature \_\_\_\_\_

FORM

Affidavit Granting Guardianship

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

I affirm the following:

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

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

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

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

Signature \_\_\_\_\_

FORM

Affidavit For Guardianship Where Parent Cannot Be Found

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

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

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

(Name of Responsible Adult)

because \_\_\_\_\_

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

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

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

Signature \_\_\_\_\_

FORM

Affidavit Accepting Guardianship

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

affirm the following:

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

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

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

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

Signature \_\_\_\_\_

FORM  
Student Guardianship Affidavit

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

affirm the following:

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

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

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

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

Signature \_\_\_\_\_

## POLICY 5011

### Admissions and Attendance of Military and Department Of Defense (DOD) Civilian Children

#### A. Definitions

1. As used in this policy, unless the context clearly requires a different construction:
  - a. "Active duty" means full-time duty status in the active uniformed service of the United States, including members of the National Guard and Reserve.
  - b. "Children of military families" means a school-aged child, enrolled in Kindergarten through Twelfth grade, in the household of an active duty member.
  - c. "Child of a DOD civilian family" means a school-aged child, enrolled in kindergarten through grade 12, in the household of a currently serving DOD civilian.
  - d. "Deployment" means the period one month prior to the service member or DOD civilian's departure from their home station on military orders through six months after return to their home station.
  - e. "DOD civilian" means an employee of the United States Department of Defense who is assigned to perform the employee's duties at a military organization based in Utah.
  - f. "Education" or "educational records" means those official records, files, and data directly related to a student and maintained by the school or local education agency, including but not limited to records encompassing all the material kept in the student's cumulative folder such as general identifying data, records of attendance and of academic work completed, records of achievement and results of evaluative tests, health data, disciplinary status, test protocols, and individualized education programs.
  - g. "Extracurricular activities" means a voluntary activity sponsored by the school or the District or an organization sanctioned by the school or the District (such as the Utah High School Activities Association). Extracurricular activities include, but are not limited to, preparation for and involvement in public

- performances, contests, athletic competitions, demonstrations, displays, and club activities.
- h. “Interstate Commission on Educational Opportunity for Military Children” or “Interstate Commission” means the commission that is created under Article IX of the Interstate Compact on Educational Opportunity for Military Children, which has been adopted by Utah in [Utah Code §§ 53E-3-901 to -921](#).
  - i. “Local education agency” means a public authority legally constituted by the state as an administrative agency to provide control of and direction for Kindergarten through Twelfth grade public educational institutions.
  - j. “Sending state” means the state from which a child of a military family **or DOD civilian** is sent, brought, or caused to be sent or brought.
  - k. “State” means a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, and any other U.S. Territory.
  - l. “Student” means the child of a military family **or child of a DOD civilian** for whom the local education agency receives public funding and who is formally enrolled in Kindergarten through Twelfth grade.
  - m. “Transition” means: 1) the formal and physical process of transferring from school to school; or 2) the period of time in which a student moves from one school in the sending state to another school in the receiving state.
  - n. “Uniformed services” means: the United States Army, Navy, Air Force, Marine Corps, Coast Guard as well as the commissioned corps of the National Oceanic and Atmospheric Administration, and of the United States Public Health Service.
  - o. “Veteran” means a person who served in the uniformed services and who was discharged or released therefrom under conditions other than dishonorable.

[Utah Code § 53E-3-903 \(2019\)](#)

[Utah Code § 53E-3-1201 \(2025\)](#)

[Utah Code § 53B-8-102\(1\)\(a\) \(2025\)](#)

## B. Applicability

1. This policy shall apply to ~~the a child~~**ren of a military family active-duty members of the uniformed services as defined above in this policy, including members of**

~~the National Guard and Reserve~~; ~~a child of~~ members or veterans of the uniformed services who are severely injured and medically discharged or retired for a period of one year after medical discharge or retirement; ~~and a child of~~ members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of one year after death, ~~and a child of a DOD civilian~~.

2. This policy shall not apply to ~~the a children~~ of:
  - a. Inactive members of the National Guard and military reserves;
  - b. Members of the uniformed services now retired, except as provided in the paragraph above;
  - c. Veterans of the uniformed services, except as provided in the paragraph above, and other U.S. Dept. of Defense personnel and other federal agency civilian and contract employees not defined as active duty members of the uniformed services.

[Utah Code § 53E-3-904 \(2018\)](#)

### C. Eligibility

1. Eligibility or enrollment
  - a. A special power of attorney, relative to the guardianship of a ~~child of a military family student~~ and executed under applicable law, shall be sufficient for the purposes of enrollment and all other actions requiring parental participation and consent.
  - b. The District may not charge tuition to a transitioning ~~military-child student~~ placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent.
  - c. A transitioning ~~military-child student~~, placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent, may continue to attend the school in which the student was enrolled while residing with the custodial parent.

[Utah Code § 53E-3-1204 \(2025\)](#)

2. Eligibility for extracurricular participation

- a. The District shall facilitate the opportunity for transitioning ~~military children~~ **student's** inclusion in extracurricular activities, regardless of application deadlines, to the extent they are otherwise qualified.

[Utah Code § 53E-3-907 \(2018\)](#)

[Utah Code § 53E-3-1203\(6\) \(2025\)](#)

### 3. Provisional Enrollment

- a. For purposes of provisional enrollment, an “eligible student” is a student who is a dependent child of a member of **the** uniformed services **or a DOD civilian** who is either relocating to Utah and does not reside in Utah during the District’s enrollment period or is relocating out of Utah during the school year and on permanent change of station orders **or relocating for a civilian assignment or position**.
- b. “Provisional enrollment” means enrollment in a school in the District by an eligible student before the student relocates to Utah or after the student’s parent relocates out of Utah but before the student relocates out of Utah.
- c. Notwithstanding the general enrollment requirements in [Policy 5010 Admissions Eligibility Requirements](#), the District shall allow an eligible student to provisionally enroll in a school in the District at the same time and in the same manner as students who reside in Utah or shall allow an eligible student to provisionally enroll in virtual education options that the District provides in the same manner as students residing in Utah. (Provisionally enrolled students are not considered nonresident students who are required to pay tuition.)
- d. The District shall not require proof of residence at the time that an eligible student applies for enrollment in a District school, but shall require proof of residency within 10 days after the eligible student’s first day of residence in Utah.

[Utah Code § 53G-6-306\(1\), \(4\) \(2025\)](#)

[Utah Code § 53E-3-1202 \(2025\)](#)

[Utah Code § 53E-3-1204\(1\) \(2025\)](#)

### D. Educational Records and Enrollment

#### 1. Unofficial or “hand-carried” education records:

- a. In the event that official education records cannot be released to the parents for the purpose of transfer, the custodian of the records in the sending state

- shall prepare and furnish to the parent a complete set of unofficial educational records containing uniform information as determined by the Interstate Commission. Upon receipt of the unofficial education records, the District school shall enroll and appropriately place the student based on the information provided in the unofficial records pending validation by the official records, as quickly as possible.
2. Official education records or transcripts
    - a. Simultaneous with the enrollment and conditional placement of the student, the District school shall request the student's official education record from the school in the sending state. Upon receipt of this request, the school in the sending state should process and furnish the official education records to the District school within 10 days or within such time as is reasonably determined under the rules promulgated by the Interstate Commission.
  3. Immunizations
    - a. The District shall give 30 days from the date of enrollment or within such time as is reasonably determined under the rules promulgated by the Interstate Commission, for students to obtain any immunization required by state law. For a series of immunizations, initial vaccinations must be obtained within 30 days or within such time as is reasonably determined under the rules promulgated by the Interstate Commission.
  4. Kindergarten and First grade entrance age
    - a. Students shall be allowed to continue their enrollment at grade level in the receiving District school commensurate with their grade level, including Kindergarten, from a local education agency in the sending state at the time of transition, regardless of age. A student that has satisfactorily completed the prerequisite grade level in the local education agency in the sending state shall be eligible for enrollment in the next highest grade level in the receiving District school, regardless of age. Students transferring after the start of the school year in the District shall enter the District school on their validated level from an accredited school in the sending state.

[Utah Code § 53E-3-905 \(2018\)](#)  
[Utah Code § 53E-3-1202 \(2025\)](#)

## E. Placement and Attendance

### 1. Course Placement

- a. When the student transfers before or during the school year, the receiving District school shall initially honor placement of the student in educational courses based on the student's enrollment in the sending state school and/or educational assessments conducted at the school in the sending state if the courses are offered. Course placement includes but is not limited to Honors, International Baccalaureate, Advanced Placement, vocational, technical, and career pathways courses. Continuing the student's academic program from the previous school and promoting placement in academically and career challenging courses should be paramount when considering placement. This does not preclude the District school from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course.
2. Educational program placement
    - a. The receiving District school shall initially honor placement of the student in educational programs based on current educational assessments conducted at the school in the sending state or participation or placement in like programs in the sending state. Such programs include, but are not limited to: 1) gifted and talented programs; and 2) English as a second language (ESL). This does not preclude the District school from performing subsequent evaluations to ensure appropriate placement of the student.
3. Special education services
    - a. In compliance with the federal requirements of the Individuals with Disabilities Education Act (IDEA), [20 U.S.C. § 1400 et seq.](#), the receiving District school shall initially provide comparable services to a student with disabilities based on the student's current Individualized Education Program (IEP); and
    - b. In compliance with the requirements of Section 504 of the Rehabilitation Act, [29 U.S.C. § 794](#), and with Title II of the Americans with Disabilities Act, [42 U.S.C. §§ 12131-12165](#), the receiving District school shall make reasonable accommodations and modifications to address the needs of incoming students with disabilities, subject to an existing 504 or Title II Plan, to provide the student with equal access to education. This does not preclude the District school from performing subsequent evaluations to ensure appropriate placement of the student.
4. Placement flexibility
    - a. District administrators shall have flexibility in waiving course or program prerequisites, or other preconditions for placement, in courses or programs

offered within the District, subject to State Board of Education rules and regulations.

5. Absence as related to deployment activities

- a. A student whose parent or legal guardian is an active duty member of the uniformed services, as defined above in this policy, and has been called to duty for, is on leave from, or immediately returned from deployment to a combat zone or combat support posting, shall be granted additional excused absences at the discretion of the superintendent to visit with his or her parent or legal guardian relative to such leave or deployment of the parent or guardian.

[Utah Code § 53E-3-906 \(2018\)](#)

[Utah Code § 53E-3-1203 \(2025\)](#)

F. Graduation

1. In order to facilitate the on-time graduation of ~~children of military families~~ **students**, the District incorporates the following procedures:
  - a. Waiver requirements
    - 1) The District and its schools shall waive specific courses required for graduation if similar coursework has been satisfactorily completed in another local education agency or shall provide reasonable justification for denial. Should a waiver not be granted to a student who would qualify to graduate from the sending school, the District shall provide an alternative means of acquiring required coursework so that graduation may occur on time.
  - b. Exit exams
    - 1) State statute provides that with respect to ~~children of military families~~ **students**, the District shall accept:
      - a) Exit or end-of-course exams required for graduation from the sending state;
      - b) National norm-referenced achievement tests; or
      - c) Alternative testing, in lieu of testing requirements for graduation in Utah.

2. In the event the above alternatives cannot be accommodated by the District for a student transferring in the student's Senior year, then the provisions below regarding transfers during the Senior year shall apply.

a. Transfers during Senior year

- 1) Should a **military** student transferring at the beginning or during the student's Senior year be ineligible to graduate from the receiving District school after all alternatives have been considered, the sending local education agency and the District shall ensure the receipt of a diploma from the sending local education agency, if the student meets the graduation requirements of the sending local education agency. In the event that the sending state has not adopted the Interstate Compact on Educational Opportunity for Military Children, the District shall use best efforts to facilitate the on-time graduation of the student in accordance with the waiver and exit exam provisions above.

[Utah Code § 53E-3-908 \(2018\)](#)

[Utah Code § 53E-3-1205 \(2025\)](#)

## Policy 5035

### Attendance Requirements and 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. **Attendance shall be in District schools or in some other district to which the student may legally be transferred, or in a regularly established private school. It is a class B misdemeanor for a parent to intentionally or without good cause fail to enroll a school-age minor in school, unless exempted as indicated below. The District shall report violations of this policy to the appropriate city, county, or district attorney.**

#### C. Compulsory Education – Exemptions

1. **Students who meet one or more of the following conditions to the satisfaction of the Board shall be exempt from compulsory attendance requirements and shall be given a certificate, issued by the Board, stating that the student is excused from attendance during the time specified on the certificate:**
  - a. **A child over 16 years old may receive a partial release from school to enter employment, or to attend a trade school, if the child has completed the eighth grade. Children receiving this exemption must still attend school part-time as required by the Board or home school part time as permitted in b.5 below.**
  - b. **On an annual basis, a school-age child under 18 years old may receive a full release from attending a public, regularly established private or part-time school or class if one of the following is established to the Board's satisfaction:**

- 1) The child has already completed the work required for graduation from high school.
- 2) The child is in a physical or mental condition, certified by a competent physician if required by the Board, which renders attendance inexpedient and impracticable.
- 3) Proper influences and adequate opportunities for education are provided in connection with the child's employment.
- 4) The Superintendent determines that the child, if over 16 years old, is unable to profit from attendance at school because of inability or a continuing negative attitude toward school regulations and discipline.
- 5) The child's parent notifies the Board of Education of the intent to home school the child except to the extent that the child is dual-enrolled in a public school. (If an affidavit or other notice of home schooling of a student has previously been provided to the Board, no further notice is required.) A child receiving a partial release to enter employment under item C.1.a above may be excused from attending required part-time school to attend home school part time.
  - a) A parent or legal guardian of a child who attends a home school is solely responsible for:
    - i. the selection of instructional materials and textbooks;
    - ii. the time, place, and method of instruction, and
    - iii. the evaluation of the home school instruction.
  - b) Upon request of a parent or legal guardian, the District shall identify the knowledge, skills, and competencies a student is recommended to achieve by grade level and subject area to assist the parent or legal guardian in achieving college and career readiness through home schooling.

[Utah Code § 53G-6-204 \(2025\)](#)

#### D. 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](#)

## POLICY 5050

### Immunization Requirements

A. The following definitions apply within this policy:

1. “Enroller” means an individual who enrolls a student in a public school.
2. “Immunization record” means a record relating to a student that includes:
  - a. Information regarding each required vaccine that the student has received, including the date each vaccine was administered, and which is verified by one of the following: a licensed health care provider, a registered nurse, a pharmacist, an authorized representative of a local health department, or an authorized representative of the Utah Department of Health and Human Services; and
  - b. Information regarding each disease against which the student has been immunized by previously contracting the disease; and
  - c. An exemption form identifying each required vaccination from which the student is exempt.
3. “Legally responsible individual” means:
  - a. The student’s parent, legal guardian, or (if the student does not have a legal guardian) an adult brother or sister of the student; or
  - b. The student, if the student is an adult or is a minor who may give consent under [Utah Code § 26-10-9](#) (which identifies certain minors who may consent to vaccinations and examinations for school attendance).
4. “Licensed health care provider” means a health care provider licensed by the Division of Occupational and Professional Licensing of the Utah Department of Commerce as a medical doctor, an osteopathic doctor, a physician assistant, or an advance practice registered nurse.
5. “Local health department” means the same as that term is defined in [Utah Code § 26A-1-102](#).
6. “Newcomer student” means a student who is three through 21 years old, was not born in any state, and has not attended one or more schools in one or more states for more than three full academic years.

7. "Required vaccine" means a vaccine required by the Utah Department of Health and Human Services as a condition of attending school.
8. "Social service provider" means one of the following persons licensed to practice under [Utah Code § 58-60-205](#) or staff employed to provide direct support to one of these persons:
  - a. A clinical social worker;
  - b. A certified social worker;
  - c. A certified social worker intern; or
  - d. A social service worker.
9. "Vaccination exemption form" means a form established by the Utah Department of Health and Human Services and which documents and verifies that a student is exempt from the requirement to receive one or more vaccines.

[Utah Code § 53G-9-301 \(2024\)](#)

[Utah Code § 53G-6-603\(1\)\(b\) \(2024\)](#)

[Utah Code § 53G-9-308\(1\) \(2022\)](#)

[Utah Code § 53E-3-524\(1\)\(a\), \(d\) \(2022\)](#)

#### B. Immunization Required for School Admission

1. Except for the circumstances specified elsewhere in this policy, a student may not attend a school in the District unless the school has received an immunization record from a permitted source (which are the legally responsible individual of the student, the student's former school, or a statewide registry) that shows either that the student has received all required vaccinations or that the student has immunity from the disease for which the vaccination is required or that the student is exempt from receiving the vaccination.

[Utah Code § 53G-9-302\(1\) \(2018\)](#)

[Utah Admin. Rules R396-100-3 \(February 25, 2024\)](#)

#### C. Obtaining and Maintaining Immunization Records

1. Each school shall request an immunization record for each student at the time the student enrolls in the school and shall retain the immunization record as part of the student's permanent school record.

[Utah Code § 53G-9-306\(1\) \(2025\)](#)

2. Within five business days after a student enrolls in a school, a person designated by the principal or other administrator shall determine whether the school has received an immunization record for the student, shall review the student's immunization record for compliance with the requirements for that record, and shall identify any deficiencies in the immunization record.

[Utah Code § 53G-9-306\(2\)\(a\) \(2025\)](#)

3. Each school shall maintain a current list of all enrolled students which notes:
  - a. Each student for whom the school has received a valid and complete immunization record;
  - b. Each student who is exempt from receiving a required vaccine;
  - c. Each student who is attending school under conditional enrollment; and
  - d. For each student, each disease against which the student is not immunized.

[Utah Code § 53G-9-309\(1\), \(2\) \(2022\)](#)

4. The student names on this immunization list are confidential and private information and, notwithstanding the requirements of GRAMA, may only be released as provided for in [Utah Code Title 26B](#) or [Utah Code § 53E-9-202](#).

[Utah Code § 53G-9-309\(4\) \(2022\)](#)

[Utah Code § 53E-9-202 \(2019\)](#)

[Utah Code § 26B-1-212 \(2022\)](#)

5. The District and District schools may share a student immunization record or other records relating to vaccination or immunization with other schools or school districts and with local and state health departments and the Utah Department of Human Services as necessary to ensure compliance with student immunization requirements and to prevent, investigate, and control the causes of epidemic, infectious, communicable, and other diseases affecting the public health.

[Utah Code § 26B-1-212 \(2022\)](#)

6. Upon request, a school shall provide a student's immunization record to a new school to which a student transfers (this does not require consent of the student's legally responsible individual). **If no specific request is made for a student's immunization record, that record shall be transferred when any student records are transferred to a new school**

[Utah Code § 53G-9-306\(3\) \(2025\)](#)

#### D. Exemptions

1. Vaccination with required vaccines is not a prerequisite for admission to the District schools if the student qualifies for a medical or personal exemption to the vaccination requirement.
  - a. A student qualifies for the medical exemption if the student's legally responsible individual provides the school with:
    - 1) A completed vaccination exemption form and
    - 2) A written notice signed by a licensed health care provider stating that, due to the physical condition of the student, administration of the vaccine would endanger the student's life or health.
  - b. A student qualifies for the personal exemption if the student's legally responsible individual provides the school with a completed vaccination form stating that the student is exempt from the vaccination because of a personal or religious belief.
2. A vaccination exemption form ~~is~~ **remains** valid for as long as the student remains enrolled in the public education system. ~~The exemption form is part of the student's permanent school record, including if the student transfers schools at the school to which the form is first presented. If the student changes schools before the student is old enough to enroll in kindergarten, the form accepted as valid at the student's previous school is valid until the earlier of the day on which the student enrolls in kindergarten or turns six years old. If the student changes schools after the student is old enough to enroll in kindergarten but before the student is eligible to enroll in grade 7, the form accepted as valid at the student's previous school is valid until the earlier of the day on which the student enrolls in grade 7 or turns twelve years old. (However, regardless of a school change before grade 7 or age twelve, an exemption form obtained through the online education module is valid for at least 2 years.) If the student changes schools after the student is old enough to enroll in grade 7, the form accepted as valid at the student's previous school is valid until the student completes grade 12.~~ If the school offers both remote and in-person learning options, a student with a vaccination exemption may not be denied the opportunity to participate in in-person based on the student's vaccination status.

[Utah Code § 53G-9-303 \(2025\)](#)

#### E. Conditional Enrollment

- a. If upon review it is determined that the school has not received an immunization record for a newly enrolled student, or that there are deficiencies in the immunization record, the school shall place the student on conditional enrollment

and within five days of doing so provide notice to the student's enroller. This notice shall state that the student has been placed on conditional enrollment for failing to meet the immunization record requirements, shall describe the deficiencies in the immunization record or state that no immunization record has been provided, shall give notice that the student will not be allowed to attend school unless a compliant record is provided or the deficiencies are cured within the conditional enrollment period, and shall describe the process for obtaining a required vaccination. When possible, the notice shall be delivered in the enroller's preferred language and using one of the following methods as determined by mutual agreement between the enroller and the school: written notice delivered in person, written notice by mail, written notice by email or other electronic means, or telephone (including voice mail).

[Utah Code § 53G-9-306\(2\)\(b\) \(2025\)](#)

[Utah Code § 53G-9-308\(3\) \(2022\)](#)

2. If the school receives a compliant immunization record within the conditional enrollment period, the student shall remove the conditional enrollment status. Unless an extension is granted as provided below, if the record is not provided within the conditional enrollment period, the student shall be prohibited from attending the school.

[Utah Code § 53G-9-308\(4\), \(5\) \(2022\)](#)

3. The conditional enrollment period is the time period during which the student's immunization record is under review by the school or 30 calendar days after the school provides notice of the lack of or a deficiency in an immunization record. The student must begin receiving required immunizations within 30 calendar days of school enrollment. Where the student is receiving multiple doses of a required vaccine, the principal or other administrator shall extend the conditional enrollment period by the amount of time medically recommended to complete all required vaccination dosages. The principal or other administrator may grant an extension of the conditional enrollment period in extenuating circumstances if there is agreement between the administrator and one of the following that an extension will likely lead to compliance with the immunization record requirement: a school nurse, a health official, or a health official designee (including a social service provider or a culturally competent and trauma-informed community representative). A newcomer student enrolling in a school for the first time constitutes an extenuating circumstance.

[Utah Code § 53G-9-308\(2\), \(6\) \(2022\)](#)

[Utah Admin. Rules R396-100-7 \(February 25, 2024\)](#)

#### F. Conditional Enrollment of Military Child

1. A military child who at the time of school enrollment has not been completely immunized against each specified disease may attend under a conditional enrollment, and shall be given 30 days from the day of enrollment to obtain:
  - a. each specified vaccine if the specified vaccine only requires one dose; and
  - b. at least the first dose of a specified vaccine, if the specified vaccine is a series of vaccines.
2. Except as provided above, a military child is subject to rules developed by the Utah Health Department in accordance with [Utah Code § 53G-9-305](#).

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

#### G. Action Upon Disease Outbreak

1. In the case of a disease outbreak, the school principal or other administrator shall, upon the request of an official from a local health department, take the following steps:
  - a. Identify each student who is not immune to the outbreak disease;
  - b. Notify the legally responsible individual of any such student, providing information regarding steps the legally responsible individual may take to protect students; and
  - c. For a period determined by the local health official, but not to exceed the duration of the disease outbreak, do one of the following at the discretion of the principal or other administrator after obtaining approval from the local health department:
    - 1) Provide a separate educational environment for non-immune students that ensures the protection of those students and of the remainder of the student body; or
    - 2) Prevent non-immune students from attending school.

[Utah Code § 53G-9-309\(3\) \(2022\)](#)

## POLICY 5060

### Medical Treatment for Students

- A. The school in which a minor student is enrolled may consent to transporting for medical reasons and/or medical treatment of that student, provided:
1. The person having the power to consent as otherwise provided by law cannot be contacted.
  2. Actual notice to the contrary has not been given by that person.

[Utah Code § 78B-3-406\(6\)\(c\) \(2021\)](#)

- B. Consent to medical treatment and/or transporting for medical reasons under this policy shall be in writing, signed by the school official giving consent, and given to the doctor, hospital, or other medical facility that administers the treatment.
- C. When parents register students for school, they shall be provided a form that they may sign granting permission to the school to authorize transporting their child for medical reasons and authorizes the school to consent for medical treatment.
- D. School District employees may administer emergency first aid medical treatment to students or others on school property when conditions so require without any liability to either the School District or the administering employee. Whenever possible and advisable under the circumstances, first aid treatment should be administered by the school nurse or athletic trainers.

E. Seizure Awareness Training

1. "Seizure awareness training" is training on recognizing the signs and symptoms of seizures and appropriate training for seizure first aid. This training shall be offered every ~~two~~ **three** years and shall follow guidelines for such training established by the State Board of Education. The training may not require a person who has received the training to provide first aid to a student experiencing or showing symptoms of a seizure.

[Utah Code § 53G-9-213\(1\)\(b\), \(3\), \(4\) \(2024\)](#)

2. Whenever a student has informed the student's teacher or school that the student has epilepsy or a similar seizure disorder, the student's teacher(s) and the

administrator of the school where the student attends shall be provided seizure awareness training.

[Utah Code § 53G-9-213\(1\)\(a\) \(2024\)](#)

3. All District administrators, teachers, classroom aides and other individuals who interact with or supervise students shall be given seizure awareness training.

[Utah Code § 53G-9-213\(2\) \(2024\)](#)

4. The fact that a District employee has received seizure awareness training does not impose on such an employee an obligation to provide first aid to a student experiencing or showing symptoms of a seizure.

[Utah Code § 53G-9-213\(4\) \(2024\)](#)

## POLICY 5061

### Do Not Resuscitate Medical Treatment Directives

- A. It is the policy of Box Elder School District that life-sustaining emergency care shall be provided to any and all students in need of such care while under the control and/or supervision of the Box Elder School District. In very isolated situations, a child who is terminally ill may be enrolled and actively participating in a public school. This policy sets forth what school personnel may and must do if a student is subject to an **“do not resuscitate order for life sustaining treatment” (DNR) directive** faces a life-threatening medical emergency.
- B. The law provides that an “order for life sustaining treatment” executed pursuant to [Utah Code § 75A-3-106](#) may be directed to health care providers or emergency medical service providers licensed or certified under [Utah Code § 53, Chapter 2d](#), Utah Emergency Medical Services **System Act**. An order for life sustaining treatment gives direction to health care providers, health care facilities, and emergency medical services providers regarding the specific health care decisions of the individual to whom the order relates. The law further provides that those licensed or certified emergency medical providers may be directed to withhold or withdraw all life-sustaining procedures. Professionals licensed pursuant to [Utah Code § 53-2d-402](#) include paramedics, advanced emergency medical service technicians, emergency medical service technicians, **emergency medical responders, and behavioral emergency services technicians, and advanced behavioral emergency services technicians**. Such professionals are granted immunity from liability for complying in good faith with an order for life sustaining treatment. Such professionals are also granted immunity for providing life-sustaining treatment notwithstanding a contrary directive in an order for life sustaining treatment.

[Utah Code § 53-2d-402 \(2025\)](#)

[Utah Code § 75A-3-101\(19\) \(2025\)](#)

[Utah Code § 75A-3-106 \(2024\)](#)

- C. Medical service providers who are school employees may have responsibilities related to the treatment or withholding of treatment for persons for whom a valid order for life sustaining treatment has been issued pursuant to [Utah Code § 75A-3-106](#). Such providers may act in good faith to exercise their judgment with regard to complying with an order for life sustaining treatment to withhold or withdraw life-sustaining treatment or to provide life-sustaining treatment despite a contrary directive in the order.

- D. With the exception of situations governed by A. above, it is the policy of the District that first aid shall be provided to any and all students in need of such assistance while under the control and/or supervision of the School District. Orders for life sustaining treatment will **not** be followed by school district staff who are not licensed under [Utah Code § 53-2d-402](#).
  
- E. When a school employee or volunteer observes or becomes aware of a medical emergency involving a student, normal responsive actions should be taken, including the summoning of emergency medical personnel and administering first aid. This should be done by school staff irrespective of whether an order for life sustaining treatment is in place and has been provided to the school with respect to the particular student.

## POLICY 5064

### Medical Recommendations by School Personnel to Parents

#### A. Medical Recommendations by School Personnel Testing

1. School employees may provide information and observations to a student's parents about the student's
  - a. Progress;
  - b. Health and wellness;
  - c. Social interactions; and/or
  - d. Behavior.
2. School employees may complete a behavioral health evaluation form if requested by a student's parent to provide information to a licensed physician, physician assistant, advanced practice nurse or nurse practitioner.
3. In addition, a school employee may communicate information and observations between school personnel regarding a student. School employees may also refer a student to other appropriate school personnel and agents, including referrals and communication with a school counselor or other mental health professionals working within the school.
4. If a school employee believes a student is at risk of (a) attempting suicide, (b) physical self-harm, or (c) harming others, then the employee may question the student about the suicidal thoughts, self-harming behavior, or thoughts of harming others in order to refer the student to appropriate prevention services and to inform the student's parent. However, the questioning shall be limited to that which is necessary for referral to prevention services or to make the parent aware of the perceived risk. (See [Policy 5140 Student and Family Privacy Rights](#))

#### [Utah Code § 53E-9-203\(7\) \(2024\)](#)

5. If a school employee believes that a situation exists which presents a serious threat to the well-being of a student, that employee shall notify the student's parent without delay. The school employee may consult or use appropriate health care professionals in the event of an emergency while the student is at school, consistent with the student emergency information provided at student enrollment.

6. The school shall notify the parent of a student who:
  - a. Threatens suicide; or
  - b. Is involved in an incident of bullying, hazing, abusive conduct, cyber-bullying, or retaliation (whether as a victim or as a perpetrator).
7. **When a student is involved in an incident, the parent shall also be notified of the action plan. (See [Policy 5270 Student Rights and Responsibilities Bullying, Cyberbullying, Hazing, and Abusive Conduct](#).)** When a student threatens suicide or is involved in one of these incidents, the school shall also provide the parent with
  - a. suicide prevention information materials and information as recommended by the State Superintendent,
  - b. information on ways to limit the student's access to fatal means, including a firearm or medication, and
  - c. information and resources on the healthy use of social media and online practices.
8. The school shall produce and maintain a record that verifies that the parent was notified of the threats or incidents listed above and provided the required information. **If applicable, the record shall also track implementation of the action plan.** The record is a private record for purposes of the Government Records Access and Management Act.
9. The process for notifying a parent shall consist of:
  - a. 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.
  - b. Contact with the parent must be documented in a "Verification of Parent Contact Regarding Threat or Incident". When there is an action plan for addressing an incident of bullying, hazing, abusive conduct, cyber-bullying, or retaliation, the documentation shall be supplemented to track implementation of the action plan.
10. Subject to laws regarding confidentiality of student educational records, at the request of a parent, a school may provide information and make recommendations related to an incident or threat.

[Utah Code § 53G-9-203 \(2019\)](#)

[Utah Code § 53G-9-604 \(2024\)](#)

[Utah Admin. Rules R277-613-4\(3\) \(April 8, 2024\)](#)

11. The record of parental notification shall be maintained in accordance with [Policy 5100 Student Records](#), [Policy 5140 Student and Family Privacy Rights](#), [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\(2\)\(a\)\(iii\), \(4\) \(2024\)](#)

#### B. Schools Cannot Require Students to Take a Specific Medication or Treatment

1. School employees shall not require that a student take or continue to take a specific medication, whether over-the-counter or prescription medicine, as a condition for attending school.
2. This policy does not include immunizations against communicable diseases as required by the Department of Health as a prerequisite to school attendance. See [Policy 5050 Immunization Requirements](#).
3. School employees may not:
  - a. Recommend to a parent that a student take or continue to take a psychotropic medication;
  - b. Require that a student take or continue to take a psychotropic medication as a condition for attending school;
  - c. Recommend that a parent seek or use a type of psychiatric or psychological treatment for a student;
  - d. Conduct a psychiatric or behavioral health evaluation or mental health screening, test, evaluation, or assessment of a student, except when necessitated to meet the requirement of the Individual with Disabilities Education Act, [20 U.S.C. § 1400 et seq.](#), and its subsequent amendments; or
  - e. Make a child abuse or neglect report to authorities, including the Division of Student and Family Services, solely or primarily on the basis that a parent refuses to consent to:

- 1) A psychiatric, psychological, or behavioral treatment for a student, including the administration of a psychotropic medication to a student; or
- 2) A psychiatric or behavioral health evaluation of a student.
  - a) However, school employees may make a report that would otherwise be prohibited under Subsection (5) if failure to take the action described under Subsection (5) would present a serious, imminent risk to the student's safety or the safety of others.

[Utah Code § 53G-9-203 \(2019\)](#)

C. School Mental health Professionals and Counselors Can Recommend Treatment or Evaluation

1. A school counselor, licensed clinical social worker (LCSW), Nurse Practitioner, or other mental health professional acting in accordance with the Mental Health Professional Practice Act, or licensed through the State Board of Education, working within the school system may:
  - a. Recommend, but not require, a psychiatric or behavioral health evaluation of a student;
  - b. Recommend, but not require, psychiatric, psychological, or behavioral treatment for a student;
  - c. Provide to a parent, upon the specific request of the parent, a list of three or more health care professionals or providers, including licensed physicians, psychologists, or other health specialists; and
  - d. Conduct a psychiatric or behavioral health evaluation or mental health screening, test, evaluation, or assessment of a student; however, prior written consent of the student's parent and a two-week minimum notification period are required prior to conducting the behavioral health evaluation or mental health screening, test, evaluation, or assessment. A parent may waive the two-week minimum notification period. However, this written consent and notice is not required before questioning a student believed to be at risk of suicide, physically self-harming behavior, or harming others to the extent needed for referral to appropriate prevention services and to notify the parent of the perceived risk. See [Policy 5140 Student and Family Privacy Rights](#).
  - e. **Mental health care services may only be provided to students under the conditions and requirements set out in Policy 5080 Mental Health Care.**

[Utah Code § 53G-9-203 \(2019\)](#)  
[Utah Code § 53G-9-902 \(2025\)](#)  
[Utah Code § 53E-9-203\(7\) \(2024\)](#)

D. Training and Discipline

1. Each school shall provide training to the appropriate personnel on the proper application of this policy. An intentional violation of this policy shall be dealt with according to the provisions of [Policy 3120 Orderly School Termination for Employees](#).

[Utah Code § 53G-9-203 \(2019\)](#)

**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.

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

\_\_\_\_\_  
School Staff Member                      Title                      Date

## POLICY 5065

### Administration of Medication

A. The following procedures are intended to facilitate the implementation of this policy:

1. Employees of the District may administer medication to a student during periods when the student is under the control of the school, subject to the following conditions:
2. Prescription and/or over-the-counter medication may be administered to a student only if:
  - a. The student's parent has provided a completed, current, signed and dated "School Medication Authorization Student Medication Authorization" (Utah Department of Health and Human Services) form providing for the administration of medication to the student during regular school hours. This requirement must be updated at the beginning of each school year (within the first ten school days) and whenever a change is made in the administration of medication.
  - b. The student's licensed medical provider has also signed and dated the "School Medication Authorization Student Medication Authorization" form stating the name, method of administration, dosage, time to be given, side effects that may be seen in the school setting from the medication, and the necessity for administering.
  - c. The medication is delivered to the school by the student's parent, or authorized adult.
  - d. The prescription medication is in a container that has been properly labeled by a pharmacy with the name of the student, the name of the physician, the name of the medication, the amount to be given (dose), and the duration of the treatment.
  - e. The nonprescription over-the-counter medication is in a sealed, original container and clearly labeled with child's name and dose, per doctor's order on the container. A one week's supply or more recommended. The medication must not be expired.
    - 1) Nonprescription over the counter medications shall include but not be limited to, sunscreen or any alternative, herbal, or homeopathic substances. Each shall be in the original container and clearly labeled with child's name, and dose, per doctor's order. Alternative, herbal, or homeopathic substances will

be administered by the student, under supervision of school staff, in grades K-7.

3. All medication provided to the school is to be kept in a secure location under lock and key. All controlled substances, Schedule II, III, and IV medications will be double locked.
  4. Insofar as possible, one person shall be assigned the responsibility of administering student medication **including but not limited to, asthma medication, diabetes medication, and glucagon. (Students may possess and self-administer epinephrine nasal spray.)**
  5. A record including the type of medication, amount, and the time and day it was administered must be kept for each student receiving medication at school. The person administering the medication must sign the record each time medication is given.
  6. Students are not to carry or self-administer prescription medication on school premises unless it is expressly ordered by the student's physician because of life threatening circumstances. (Refer to 1. above)
  7. Authorization for administration of medication by school personnel may be withdrawn by the school at any time following actual notice to the student's parent.
  8. The Board may consult with the Department of Health and other health professionals to determine:
    - a. Designation of employees who may administer medication.
    - b. Proper identification and safekeeping of medication.
    - c. **Training of designated employees.**
    - d. Maintenance of records of administration.
  9. School personnel shall substantially comply with the physician's or dentist's written statement in order that they and the district and Board may take full advantage of the immunity from liability granted under [Utah Code § 53G-9-502\(3\)](#).
- B. Emergency Medication Administration (These must all be followed by a 911 call)
1. Intranasal Naloxone

- a. It is the policy of Box Elder School District to provide assistance to any person(s) who may be suffering from an opioid overdose. According to the [Utah Code § 26-55-102\(10\) – Opiate Overdose Response Act](#) – schools would be under the category “overdose outreach provider” as defined in (f) “an organization providing support services for an individual, or a family of an individual, with a substance use disorder”. The delegation of this medication by school nurses would be covered under the [Nurse Practice Act Rules](#). A school nurse may give intranasal Naloxone and also may train resource officers to administer the intranasal Naloxone as well. Those administering shall make every reasonable effort, to include the use of Naloxone combined with rescue breaths, to revive the victim of any apparent overdose.

## 2. Administration of Opiate Antagonist Medication

- a. A person who acts in good faith to administer an opiate antagonist to an individual that the person believes is experiencing an opiate-related drug overdose event is not liable for civil damages for acts or omissions made as a result of administering the opiate antagonist.

[Utah Code § 26B-5-509\(1\)\(a\)\(ii\) \(2023\)](#)  
[Utah Code § 53G-9-502\(4\)\(c\) \(2025\)](#)

- b. Naloxone in the Box Elder School District is provided through a grant from the Bear River Health Department.

## 3. Epinephrine Auto-injectors (EAI's)

- a. The District will maintain stock of EAI's with standing order, signed each year by the medical director, for nursing staff and trained volunteers to administer to student or staff that appear to be having a severe allergic reaction (anaphylaxis) but do not have a patient specific order at school.
- b. Training is online with One Shot to Live and is administered by school nurses with return demonstration as part of that training.

## ~~4. Administration of Glucagon~~

- ~~a. The following provisions govern administration of glucagon in place of the provisions set forth above under “Administering Medication.” A glucagon authorization shall include a signed statement from a parent of a student with diabetes:~~

~~1) Certifying that glucagon has been prescribed for the student;~~

- ~~2) Requesting that the school identify and train school personnel who volunteer to be trained in the administration of glucagon; and~~
  - ~~3) Authorizing the administration of glucagon in emergency situations to the student.~~
- ~~b. After receiving a glucagon authorization from a student's parent, the school shall:~~
- ~~1) Within a reasonable time, train two or more school personnel who volunteer to be trained in the administration of glucagon, with training provided by the school nurse or another qualified, licensed medical professional;~~
  - ~~2) Allow all interested personnel to receive training in the administration of glucagon. Training in the administration of glucagon shall include:~~
    - ~~a) Techniques for recognizing the symptoms that warrant the administration of glucagon;~~
    - ~~b) Standards and procedures for the storage and use of glucagon;~~
    - ~~c) Other emergency procedures, including calling the emergency 911 and contacting, if possible, the student's parent.~~
  - ~~3) Retain for reference the written materials prepared for training personnel;~~
  - ~~4) Permit a student and/or school personnel to possess or store prescribed glucagon so that it will be available for administration in an emergency;~~
- ~~c. A person who has received glucagon administration training may administer glucagon at a school or school activity to a student with a glucagon authorization if:~~
- ~~1) The student is exhibiting the symptoms that warrant the administration of glucagon; and~~
  - ~~2) A licensed health care professional is not immediately available.~~
- ~~d. A person who administers glucagon in accordance with this policy shall direct a responsible person to call 911 and take other appropriate actions in accordance with his or glucagon administration training.~~
- ~~e. School personnel who provide or receive training under this policy and pursuant to Utah Code § 53G-9-504 and act in good faith are not liable in any civil or~~

~~criminal action for any act taken or not taken under the authority of § 53G-9-504 with respect to the administration of glucagon.~~

~~Utah Code § 53G-9-504 (2019)~~

~~Utah Code § 53G-9-502(4)(a) (2024)~~

## 5. Administration of Seizure Rescue Medications

- a. The following provisions govern administration of seizure rescue medication in place of the provisions set forth above under “Administering Medication.” “Seizure rescue medication” is medication prescribed by a health care professional which is given as set out in a student’s rescue seizure authorization while a student is experiencing seizure activity. It does not include medication given intravenously or intramuscularly.
- b. In accordance with requirements set forth in [Utah Code § 53G-9-505](#), a “seizure rescue authorization” is a student’s individualized healthcare plan which ~~allowing seizure rescue medications to be in the school setting, the following guidelines will be followed:~~
  - 1) Certifies that:
    - a) A prescribing health care professional has prescribed a seizure rescue medication for the student.
    - b) A student’s parent has previously administered the student’s seizure rescue medication in a non-medically supervised setting without complication.
    - c) The student has previously ceased having full body prolonged or convulsive seizure activity as a result of receiving the seizure rescue medication.
  - 2) Describes the specific seizure rescue medication authorized for the student, including the indicated dose and instructions for administration; and
  - 3) Requests that the school identify and train school personnel who volunteer to be trained to administer seizure rescue medication; and
  - 4) Authorizes a trained school employee volunteer to administer seizure rescue medication to the student.
- c. After receiving a seizure rescue authorization from a student’s parent, the school shall:

- 1) Inform school employees of the opportunity to be a school employee volunteer to administer seizure rescue medication;
  - 2) Provide for training of each volunteer in the administration of seizure rescue medication, with training provided by the school nurse or another qualified, licensed medical professional. The training shall be according to the program developed by the Utah Department of Health and Human Services, which will include:
    - a) Techniques for recognizing the symptoms that warrant the administration of a seizure rescue medication;
    - b) Standards and procedures for the storage of a seizure rescue medication;
    - c) Other emergency procedures, including calling 911 and contacting the student's parent or guardian;
    - d) An assessment to determine competency to administer seizure rescue medication;
    - e) An annual refresher training component; and
    - f) Written materials describing this information.
  - 3) Retain for reference the written materials prepared for training personnel; and
  - 4) Permit school personnel to possess or store prescribed seizure rescue medication so that it will be available for administration.
- d. A volunteer school employee who has received the required training may administer seizure rescue medication to a student with a seizure rescue authorization if:
- 1) The student is exhibiting a symptom, described on the student's seizure rescue authorization, that warrants the administration of a seizure rescue medication; and
  - 2) A licensed health care professional is not immediately available.
- e. A person who administers a seizure rescue medication in accordance with this policy shall direct a responsible person to call 911 and take other appropriate actions in accordance with the seizure rescue medication administration training.

- f. A volunteer school employee who in good faith administers a seizure rescue medication in accordance with this policy and [Utah Code § 53G-9-505](#) is not liable in a civil or criminal action for an act taken or not taken under that authority.
- g. [Policy 5005 Safe Schools Student Discipline - Behavior](#), and [Policy 5290 Student Discipline: Drugs, Alcohol, Tobacco](#) do not apply to the possession of a seizure rescue medication.

#### 6. Administration of Adrenal Crisis Rescue Medication

- a. The following provisions govern administration of adrenal crisis rescue medication in place of the provisions set forth above under “Administering Medication.” “Adrenal crisis rescue medication” is medication prescribed by a health care professional which is given as set out in a student’s adrenal crisis rescue authorization during adrenal crisis activity.
- b. An “adrenal crisis rescue authorization” is a student’s individualized healthcare plan which:
  - 1) Certifies that a prescribing health care professional has prescribed an adrenal crisis rescue medication for the student; and
  - 2) Describes the specific adrenal crisis rescue medication authorized for the student, including the indicated dose and instructions for administration; and
  - 3) Requests that the school identify and train school personnel who volunteer to be trained to administer adrenal crisis rescue medication; and
  - 4) Authorizes a trained school employee volunteer to administer adrenal crisis rescue medication to the student.
- c. After receiving an adrenal crisis rescue authorization from a student’s parent, the school shall:
  - 1) Inform school employees of the opportunity to be a school employee volunteer to administer adrenal crisis rescue medication;
  - 2) Provide for training of each volunteer in the administration of adrenal crisis rescue medication, with training provided by the school nurse or another qualified, licensed medical professional. The training shall be according to the program developed by the Utah Department of Health and Human Services, which will include:

- a) Standards and procedures for the storage of an adrenal crisis rescue medication;
  - b) Other emergency procedures, including calling 911 and contacting the student's parent or guardian;
  - c) An assessment to determine competency to administer adrenal crisis rescue medication;
  - d) An annual refresher training component; and
  - e) Written materials describing this information.
- 3) Retain for reference the written materials prepared for training personnel; and
- 4) Permit school personnel to possess or store prescribed adrenal rescue medication so that it will be available for administration.
- d. A volunteer school employee who has received the required training may administer adrenal crisis rescue medication to a student with an adrenal crisis rescue authorization if:
- 1) The student is exhibiting a symptom, described on the student's adrenal crisis rescue authorization, that warrants the administration of an adrenal crisis rescue medication; and
  - 2) A licensed health care professional is not immediately available.
- e. A person who administers an adrenal crisis rescue medication in accordance with this policy shall direct a responsible person to call 911 and take other appropriate actions in accordance with the adrenal crisis rescue medication administration training.
- f. A volunteer school employee who in good faith administers an adrenal crisis rescue medication in accordance with this policy and Utah Code § 53G-9-507 is not liable in a civil or criminal action for an act taken or not taken under that authority.
- g. [Policy 5005 Safe Schools Student Discipline - Behavior](#), and [Policy 5290 Student Discipline: Drugs, Alcohol, Tobacco](#) do not apply to the possession of an adrenal crisis rescue medication.

[Utah Code § 53G-9-507 \(2024\)](#)  
[Utah Code § 53G-9-502\(4\)\(d\) \(2025\)](#)

## 7. Application of Sunscreen

- a. If a student is unable to self-apply sunscreen, a volunteer school employee may apply the sunscreen on the student if the student's parent provides written consent for that assistance. If such consent has been given, neither the volunteer school employee nor the District are liable for an adverse reaction suffered by the student as a result of sunscreen application or for discontinuing the application of sunscreen at any time.

[Utah Code § 53G-9-208\(3\), \(4\) \(2020\)](#)

## POLICY 5066

### Students with Potentially Life-Threatening Allergies

#### A. Parent's Responsibility

- B. 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:
1. Annually notify, in writing, the school of the child's allergies and, if not already on file with the school, provide written physician verification of the child's allergies.
  2. 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.
  3. Provide written documentation, instructions, and medications as directed by a physician, using the Allergy Emergency Response Plan as a guide. Include a current photo of the child on the written form.
  4. Provide properly labeled medications and replace medications after use or upon expiration.
  5. Educate the child in self-management of their allergy, including, where applicable:
    - a. Safe and unsafe foods;
    - b. Strategies for avoiding exposure to unsafe foods, including how to read food labels (age appropriate);
    - c. Symptoms of allergic reactions;
    - d. How and when to tell an adult that the child may be having an allergy-related problem.
  6. Review the Student Food Allergy Action Plan and Allergy Emergency Response Plan with the appropriate school staff, the child's physician, and the child (if age appropriate) after a reaction has occurred.

7. Provide emergency contact information, including the name, phone number, fax number, and address of the student's treating physician.

### C. 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 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 physician 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 physician after a

reaction has occurred at school or a school-related activity, and consider whether the plans need to be modified.

#### D. 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 ~~injectable~~ epinephrine ~~auto-injectors~~ rescue medication, nor does it create a duty on the part of the District or a school to store ~~injectable~~ epinephrine ~~auto-injectors~~ rescue medication at a school (apart from the obligation to make ~~an auto-injector injectable~~ epinephrine rescue medication available to trained individuals as set forth below). A decision to complete the training program described below and to make ~~injectable~~ epinephrine ~~auto-injectors~~ rescue medication 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 ~~injectable~~ epinephrine ~~auto-injectors~~ rescue medication,
  - b. possessing or storing ~~an injectable~~ epinephrine ~~auto-injector~~ rescue medication on school premises (if the employee is a qualified adult and the possession and storage is in accord with training), or
  - c. administering ~~an injectable~~ epinephrine ~~auto-injector~~ rescue medication (if the employee is a qualified adult and the administration is in accord with training).

#### [Utah Code § 26B-4-406 \(2025\)](#)

3. Each primary and secondary school shall make initial and annual refresher training regarding the storage and emergency use of ~~an injectable~~ epinephrine ~~auto-injector~~ rescue medication 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 physician, the medical director of the local health department, or the local emergency medical services director.
4. A person who provides this training shall include instruction on:
  - a. Techniques for recognizing symptoms of anaphylaxis;

- b. Standards and procedures for the storage and emergency use of **an injectable epinephrine ~~auto-injector~~ rescue medication**;
  - c. Emergency follow-up procedures, including calling the emergency 911 number and contacting, if possible, the student's physician and a parent or guardian; and
  - d. Written materials covering the information provided during training.
5. The volunteers shall retain for reference the written materials covering the information provided during training.

[Utah Code § 26B-4-406 \(2025\)](#)

6. A teacher or other school employee who has received the above training regarding the storage and emergency use of **an injectable epinephrine ~~auto-injector~~ rescue medication** becomes a "qualified adult" and:
- a. May obtain (along with the school nurse) from the school district physician, the medical director of the local health department, the local emergency medical services director, a physician, pharmacist, or any other person or entity authorized to prescribe or dispense prescribed medicines or drugs, a prescription for **injectable epinephrine ~~auto-injectors~~ rescue medication**;
  - b. May immediately administer an **injectable epinephrine ~~auto-injector~~ rescue medication** to a person exhibiting potentially life-threatening symptoms of anaphylaxis at school or a school activity when a physician 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 **injectable epinephrine ~~auto-injector~~ rescue medication**.
7. Each primary or secondary school shall make an emergency **injectable epinephrine ~~auto-injector~~ rescue medication** 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 **injectable epinephrine ~~auto-injector~~ rescue medication** 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\(5\) \(2025\)](#)

[Utah Code § 26B-4-409 \(2025\)](#)

8. A school may obtain a prescription for a supply of **injectable** epinephrine **auto-injector rescue medication** 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 **injectable** epinephrine **auto-injector rescue medication** and
  - b. stores the **injectable** epinephrine **auto-injector rescue medication** according to Utah Department of Health standards.

[Utah Code § 26B-4-409\(6\) \(2024\)](#)

9. 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 **injectable** epinephrine **auto-injector rescue medication**, and
  - c. the District or its schools.

[Utah Code § 26B-4-410 \(2025\)](#)

E. 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 nasal spray or injectable** epinephrine **auto-injector rescue medication**, if applicable, or other emergency medications.

e. Wash hands before eating.

F. Student Self-Administration of Epinephrine ~~Auto-Injector~~

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, ~~any student may possess and self-administer an epinephrine nasal spray. In addition, elementary and middle school~~ students may possess or possess and self-administer ~~injectable~~ epinephrine ~~auto-injector~~ ~~rescue medication~~ 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 ~~injectable~~ epinephrine ~~auto-injector~~ ~~rescue medication~~ while acknowledging that the student is responsible for, and capable of, possessing or possessing and self-administering the ~~injectable~~ epinephrine ~~auto-injector~~ ~~rescue medication~~.
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~~ ~~injectable~~ epinephrine ~~auto-injector~~ ~~rescue medication~~ and the student should be in possession of the ~~injectable~~ epinephrine ~~auto-injector~~ ~~rescue medication~~ at all times.

[Utah Code § 26B-4-407\(4\) \(2025\)](#)

G. 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.

H. 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/](http://medicine.utah.edu/pediatrics/ashottolive/)

[Get Trained, http://www.nasn.org/ToolsResources/FoodAllergyandAnaphylaxis/GetTrained](http://www.nasn.org/ToolsResources/FoodAllergyandAnaphylaxis/GetTrained)

## POLICY 5067

### Student Asthma Emergency

#### A. Definitions

1. “Asthma action plan” means a written plan developed with a school nurse, a student’s parent, and the student’s health care provider to help control the student’s asthma, which is signed by the student’s parent and health care provider.
2. “Asthma emergency” means an episode of respiratory distress that may include symptoms such as wheezing, shortness of breath, coughing, chest tightness, or breathing difficulty.
3. “Qualified adult” means a person who is 18 years of age or older and who has successfully completed the Utah Department of Health **and Human Services** training program described in this policy.
4. “Stock albuterol” means a prescription inhaled medication which is used to treat asthma and that may be delivered through a device, including an inhaler or a nebulizer with a mouthpiece or mask.

[Utah Code § 26B-4-401\(4\), \(5\), \(18\), \(24\) \(2025\)](#)

#### B. Administration of Stock Albuterol for Asthma Emergency

1. This policy does not create a duty or standard of care for a person to be trained in the use and storage of stock albuterol, nor does it create a duty on the part of the District or a school to store stock albuterol at a school, nor does it relieve a student’s parent from providing a student’s medication, nor does it create an expectation that a school will have stock albuterol available. A school, School Board, or school official may encourage a teacher or other school official to volunteer to complete the training described below and to make stock albuterol available for asthma emergencies. 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 stock albuterol,
  - b. possessing or storing stock albuterol on school premises (if the employee is a qualified adult and the possession and storage is in accord with training), or

- c. administering stock albuterol (if the employee is a qualified adult and the administration is in accord with training).

[Utah Code § 26B-4-406 \(2025\)](#)

- 2. Each primary and secondary school shall make initial and annual refresher training regarding the storage and emergency use of stock albuterol 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 will be provided by the Utah Department of Health **and Human Services**.
- 3. The training will include instruction on:
  - a. Techniques for recognizing symptoms of an asthma emergency;
  - b. Standards and procedures for the storage and emergency use of a stock albuterol;
  - c. Emergency follow-up procedures, and contacting, if possible, the student's parent; and
  - d. 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-4-408 \(2023\)](#)

- 5. A teacher or other school employee who is a "qualified adult":
  - a. May request from the school district physician, the medical director of the local health department, the local emergency medical services director, a physician, pharmacist, or any other person or entity authorized to prescribe or dispense prescribed medicines or drugs, a prescription for stock albuterol;
  - b. May, when a school nurse is not immediately available, immediately administer stock albuterol to a person who
    - 1) has a diagnosis of asthma by a health care provider,
    - 2) has a current asthma action plan on file with the school, and
    - 3) is showing symptoms of an asthma emergency as described in the student's asthma action plan;

6. May administer stock albuterol to any student who appears, based on the employee's training, to be experiencing respiratory distress or an asthma emergency regardless of whether a current asthma plan is on file for the student;
7. Shall initiate appropriate medical follow-up in accordance with the training materials after administering stock albuterol.
8. Each primary or secondary school may make stock albuterol available to any teacher or other school employee who is employed at the school and has become a "qualified adult."

[Utah Code § 26B-4-406\(7\) \(2025\)](#)  
[Utah Code § 26B-4-409\(1\), \(5\) \(2025\)](#)

9. A school may obtain a prescription for a supply of stock albuterol 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 stock albuterol and
  - b. stores the stock albuterol according to Utah Department of Health and Human Services standards.

[Utah Code § 26B-4-409\(5\) \(2025\)](#)

10. 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 [Utah Code § 26B-4-401](#) et seq. with respect to an asthma emergency:
  - a. A "qualified adult",
  - b. A person who conducts training regarding the emergency use and storage of stock albuterol, and
  - c. The District or its schools

[Utah Code § 26B-4-410 \(2025\)](#)

- C. [Policy 5065 Administration of Medication](#) prohibits elementary and middle school students from carrying and self-administering medication on school premises except under certain limited circumstances. However, elementary and middle school students may carry and self-administer prescription or non-prescription asthma medications provided that the student's parent has previously provided the school with a written

request and written health care provider approval.

1. The written request must state that the parent authorizes the student to have and use the asthma medication.
  2. The written health care provider statement must specifically identify any prescription medication and must state that:
    - a. The name of the asthma medication prescribed or authorized for the student's use and
    - b. The student is capable of appropriately self-administering the medication, and
    - c. The provider finds that it is medically appropriate for the student to keep the medication with or readily available to him or her at all time.
- D. If the medication is to be stored other than on the student's person, the student or parent shall inform the school nurse and administration where the medication will be kept to enable access for emergency use.
- E. The student shall only use prescription asthma medication as directed by a health care provider's written order, and shall use non-prescription asthma medication in accordance with the manufacturer's instructions.
- F. 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 5069

### Student ~~Self~~-Treatment for Diabetes

#### A. Definitions

1. "Glucagon authorization" means a signed statement from a parent of a student with diabetes
  - a. certifying that glucagon has been prescribed for the student,
  - b. requesting that the school identify and train school personnel who volunteer to be trained in the administration of glucagon, and
  - c. authorizing the administration of glucagon in an emergency to the student.
2. "Hypoglycemia" means a potentially life-threatening condition resulting from abnormally low blood glucose levels.
3. "Qualified adult" means a person who is 18 years of age or older and who has successfully completed the Utah Department of Health and Human Services training program described in this policy.
4. "Glucagon kit" means a medical device that contains a premeasured dose of glucagon for the emergency treatment of hypoglycemia.

[Utah Code § 26B-4-401\(10\), \(12\), \(17\)\(b\)\(ii\) \(2025\)](#)

[Utah Code § 53G-9-504\(1\) \(2025\)](#)

#### B. Administration of Glucagon for Hypoglycemic Emergency

1. This policy does not create a duty or standard of care for a person to be trained in the use and storage of glucagon kits, nor does it create a duty on the part of the District or a school to store glucagon kits at a school, nor does it relieve a student's parent or guardian from providing a student's medication, nor does it create an expectation that a school will have glucagon kits. A decision to complete the training program described below and to make glucagon kits available for hypoglycemia 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 glucagon kits,

- b. possessing or storing glucagon kits on school premises (if the employee is a qualified adult and the possession and storage is in accord with training), or
- c. administering glucagon with a glucagon kit to a student with a glucagon authorization (if the employee is a qualified adult and the administration is in accord with training).

Utah Code § 26B-4-406 (2025)

- 2. Each primary and secondary school shall make initial and annual refresher training regarding the storage and emergency use of a glucagon kit 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 will be provided by the Utah Department of Health and Human Services.
- 3. The training will include instruction on:
  - a. techniques for recognizing symptoms of a hypoglycemic emergency;
  - b. standards and procedures for the storage and emergency use of a glucagon kit;
  - c. emergency follow-up procedures, and contacting, if possible, the student's parent; and
  - d. 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-4-412(1), (2), (3) (2025)

- 5. A teacher or other school employee who is a "qualified adult":
  - a. May request from the school district physician, the medical director of the local health department, the local emergency medical services director, a physician, pharmacist, or any other person or entity authorized to prescribe or dispense prescribed medicines or drugs, a prescription for a glucagon kit;
  - b. May, when a school nurse is not immediately available, immediately administer a glucagon kit to a student who
    - 1) has a diagnosis of diabetes by a health care provider,

- 2) has a glucagon authorization on file with the school, and
  - 3) is showing symptoms of hypoglycemia;
  - c. Shall initiate appropriate medical follow-up in accordance with the training materials after administering a glucagon kit.
6. Each primary or secondary school may make a glucagon kit available to any teacher or other school employee who is employed at the school and has become a “qualified adult.”

[Utah Code § 26B-4-406\(6\) \(2025\)](#)

[Utah Code § 26B-4-409 \(2025\)](#)

7. A school may obtain a prescription for a supply of glucagon kits 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 glucagon kits and (b) stores the glucagon kits according to Utah Department of Health and Human Services standards.

[Utah Code § 26B-4-410 \(2024\)](#)

### C. 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 \(2019\)](#)  
[Utah Code § 26B-4-412\(4\) \(2025\)](#)

#### D. 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 5080

### Mental Health Care

#### A. Definitions

1. "Authorized personnel" means an individual:
  - a. Who holds a license:
    - 1) As a school psychologist, as defined in [Utah Code § 53F-5-218](#);
    - 2) As a school social worker, as defined in [Utah Code § 53F-5-218](#);
    - 3) Under [Utah Code Title 58, Chapter 61, Psychologist Licensing Act](#);
    - 4) Under [Utah Code Title 58, Chapter 60, Part 2, Social Worker Licensing Act](#);
    - 5) Under [Utah Code Title 58, Chapter 60, Part 3, Marriage and Family Therapist Licensing Act](#); or
    - 6) Under [Utah Code Title 58, Chapter 60, Part 4, Clinical Mental Health Counselor Licensing Act](#); or
    - 7) Who is supervised by someone with one of the above licenses, to the extent the person's actions fall within the scope of that supervision; and
  - b. Whom the District, or a District school, employs or engages by contract or agreement to support student mental health through a restricted service consistent with the scope of the individual's license or certification.
2. "Restricted service" means a mental health service that takes place in a school setting. It does not include:
  - a. Describing basic stress-management strategies;
  - b. Informing students and parents of the availability of a restricted service; or
  - c. Engaging in generalized crisis response, which does not include one-on-one therapy, in accordance with District or Utah State Board of Education crisis response protocols.

[Utah Code § 53G-9-901 \(2025\)](#)

## B. Providing Restricted Services

1. Except as provided in a student's IEP or Section 504 accommodation plan, only authorized personnel may provide restricted services to students. Authorized personnel may only provide restricted services within the scope of the provider's license and without other students present. Informed written parental consent must also be obtained as provided below.

### [Utah Code § 53G-9-902\(1\) \(2025\)](#)

2. Written parental informed consent for restricted services must be obtained before the first session of a restricted service in a given school year. A student's IEP or Section 504 accommodation plan that includes a restricted service satisfies the requirement for written parental informed consent. Otherwise, the consent shall be obtained using a standard form that includes:
  - a. Fields for at least the following information:
    - 1) Student name;
    - 2) Name of individual giving consent;
    - 3) Name of each authorized personnel who has authority under the consent to provide a restricted service;
  - b. A statement that, unless the parent opts out of receiving notices (which the parent may do at any time), the authorized personnel will provide within one business day after each session notice to the parent that the restricted service took place and a description of the topic of the service; and
  - c. A statement that authorized personnel will adhere to the topics or issues that the parent identifies, in collaboration with authorized personnel, for discussion with or exclusion from the student, except that the topics may be addressed if:
    - 1) The omission would compromise the student's immediate safety;
    - 2) The omission would violate mandatory reporting requirements; or
    - 3) Based on behaviors or statements that the authorized personnel observe, the authorized personnel determine a need to assess the student's safety.

### [Utah Code § 53G-9-902\(2\), \(3\)\(c\) \(2025\)](#)

- d. When obtaining the consent, the District, school, or authorized personnel shall, through consultation with the parent, provide the parent with an opportunity to identify topics or issues the parent intends the authorized personnel to address or to not address with the student. The authorized personnel may not address a topic or issue that the parent has expressly stated should not be addressed unless
- 1) not doing so within the restricted service would compromise the student's immediate safety or
  - 2) the student discloses information that creates a duty for the authorized personnel to make a mandatory report (including for suspected cases of child abuse or neglect under [Utah Code § 80-2-602](#), abuse of a student under [Utah Code § 53E-6-701](#), or any other legally mandated duty to report).
- e. If one of these exceptions applies, the authorized personnel may only discuss the information with the student to the extent necessary to make the report.
- f. The requirement to obtain consent also does not apply in a case in which delaying to contact a parent to obtain consent would create an immediate serious risk of suicide or serious bodily injury (as defined in [Utah Code § 76-1-101.5](#)) to the student or to another individual. If this circumstance occurs, the District, school, or authorized personnel shall notify the parent in accordance with the requirements of [Policy 3010 Employee Bullying and Hazing](#) and [Policy 5270 Student Rights and Responsibilities: Bullying, Cyberbullying, Hazing, and Abusive Conduct](#) for suicide threats.

[Utah Code § 53G-9-902\(3\) \(2025\)](#)  
[Utah Code § 53G-9-604 \(2024\)](#)

## POLICY 5090

### Child Abuse, Sexual Abuse and Human Trafficking Prevention Training and Reporting

#### A. Reporting of Child Abuse

1. Whenever any employee of the District knows or reasonably believes that a child has been neglected, or physically or sexually abused, such employee shall immediately notify the ~~nearest peace officer, law enforcement agency or~~ office of the State Division of Child and Family Services (DCFS). Under such circumstances, the employee shall **also** notify the building principal. Such a report to the principal does not satisfy the employee's personal duty to report to law enforcement or DCFS. It is not the responsibility of school employees to prove that the child has been abused or neglected, or determine whether the child is in need of protection. Investigations are the responsibility of the division of Child and Family Services. Investigation by education personnel prior to submitting a report should not go beyond that necessary to support a reasonable belief that a reportable problem exists.
2. School officials shall cooperate appropriately with DCFS and law enforcement agency employees authorized to investigate charges of child abuse and neglect, assisting as asked as members of interdisciplinary child protection teams in providing protective, diagnostic, assessment, treatment, and coordination services, including:
  - a. Allowing appropriate access to students;
  - b. allowing authorized agency employees to interview children consistent with DCFS and local law enforcement protocols;
  - c. making no contact with parent of children being questioned by DCFS or local law enforcement; and
  - d. cooperating with ongoing investigations and maintaining appropriate confidentiality.
3. The employee shall maintain the confidentiality of and not disclose any information learned in connection with an investigation except with those persons with whom the employee is required to cooperate, including the Division, law enforcement, the State Board of Education, or supervisory District officials. Persons making reports or participating in an investigation of alleged child abuse or neglect in good faith are

immune from any civil or criminal liability that otherwise might arise from such actions, as provided by law.

4. The anonymity of those reporting or investigating child abuse or neglect will be preserved and information provided pursuant only to the manner provided for in [Utah Code § 80-2-1005](#).

[Utah Admin. Rules R277-217-3\(5\), \(6\) \(January 10, 2024\)](#)

[Utah Admin. Rules R277-401-3 \(September 21, 2017\)](#)

[Utah Code § 80-2-602 \(2022\)](#)

[Utah Code § 80-2-1005 \(2025\)](#)

#### B. Reporting of Child Abuse by a School Employee

1. An employee who has reasonable cause to believe that a student may have been physically or sexually abused by a school employee shall immediately report that belief to the ~~nearest peace officer, law enforcement agency, or~~ office of the State Division of Child and Family Services and to ~~both~~ the school principal ~~and the Superintendent~~. ~~Upon concluding the verbal report, immediately complete the "Report of Child Abuse-Neglect" form, and place a copy of the form in the student's auxiliary file at the school (NOT the student's cumulative file).~~ A District administrator including the Superintendent, who has received such a report or who otherwise has reasonable cause to believe that a student may have been physically or sexually abused by an educator shall immediately report that information to the State Board of Education and to the Utah Professional Practices Advisory Commission.

[Utah Admin. Rules R277-217-3\(5\) \(January 10, 2024\)](#)

[Utah Code § 53E-6-701 \(2022\)](#)

#### C. School Personnel Education Regarding Child Sexual Abuse and Human Trafficking

1. The District shall provide, once every three years, training to all school personnel on responding to a disclosure of child sexual abuse in a supportive, appropriate manner and on the mandatory reporting requirements of [Utah Code § 53E-6-701](#) (regarding abuse by school personnel) and [Utah Code § 80-2-602](#) (regarding reporting of child abuse). The training shall also address human trafficking and identifying children who are victims or may be at risk of becoming victims of human trafficking or commercial sexual exploitation. "School personnel" to receive training include all school employees, whether licensed, part-time, contract, or non-licensed.

[Utah Code § 53G-9-207\(3\)\(a\)\(i\) \(2025\)](#)

[Utah Admin. Rules R277-605-6\(3\) \(July 22, 2022\)](#)

2. The District shall provide, once every three years, instruction to the parents of elementary school students in the District on
  - a. recognizing warning signs of a child who is being sexually abused or who is a victim or may be at risk of becoming a victim of human trafficking or commercial sexual exploitation ~~and on~~
  - b. effective, age-appropriate methods for discussing the topic of child sexual abuse with a child, ~~and~~
  - c. resources available for victims of sexual extortion.

[Utah Code § 53G-9-207\(3\)\(a\)\(ii\) \(2025\)](#)

#### D. Training Materials

1. The training required under this policy for both school personnel and parents of elementary school students shall use the instructional materials approved by the State Board of Education (either those created by the State Board of Education or created by the District and approved by the State Board of Education).

[Utah Code § 53G-9-207\(3\)\(b\) \(2025\)](#)

#### E. Evidence of Compliance

1. The District must provide evidence of compliance with these training and instructional materials requirements upon request of the State Board of Education.

[Utah Code § 53G-9-207\(7\) \(2025\)](#)

## 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. "Bullying" means student bullying or staff bullying (see definitions for student bullying and staff bullying).
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. Endangers the mental or physical health or safety of a school employee or student;
  - b. Involves any brutality of a physical nature, including whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;
  - c. Involves consumption of any food, alcoholic product, drug, or other substance or other physical activity that endangers the mental or physical health and safety of a school employee or student; or
  - d. 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 also participates.
- e. The conduct described above constitutes hazing, regardless of whether the person against whom the conduct is committed directed, consented to, or acquiesce in, the conduct.

[Utah Code § 76-5-107.5 \(2022\)](#)

[Utah Code § 53G-9-601\(1\) to \(5\) \(2025\)](#)

8. "Incident" means a verified incident of bullying, cyberbullying, hazing or retaliation that is prohibited.
9. "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.
10. "Parent" means a student's parent or guardian.
11. "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.
12. "Retaliation" means an act or communication intended:
  - a. as retribution against a person for reporting bullying, cyberbullying, or hazing; or
  - b. to improperly influence the investigation of, or the response to, a report of bullying, cyberbullying, or hazing.

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

13. "School" means a public elementary or secondary school, including a charter school.
14. "School Board" means:

- a. A local school board; or
  - b. A charter school governing board.
15. "School Employee" means an individual working in the individual's official capacity as:
- a. A school teacher;
  - 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\(13\) \(2025\)](#)

16. "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.
17. "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.
18. "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.
19. "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.
20. "Verification" means that an alleged incident has been found to be substantiated through a formal investigation process.
21. "Volunteer" means a person working under the direct supervision of a licensed educator.

[Utah Admin. Rules R277-613-2 \(17\) \(October 8, 2024\)](#)

#### 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 an incident of bullying~~ 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 an incident of bullying~~ to law enforcement if that is permitted by [Utah Code § 53G-8-211](#).

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

[Utah Code § 53G-9-605\(3\)\(b\) \(2019\)](#)

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

#### 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 an incident of hazing or cyberbullying~~ 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 an incident of hazing or cyberbullying~~ to law enforcement if that is permitted by [Utah Code § 53G-8-211](#).

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

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

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

#### 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 occurrence** of bullying, cyberbullying, hazing, or retaliation, **or abusive conduct**.
2. Students who engage in retaliation are in violation of this policy and for **verified infractions an incident of retaliation** 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 occurrences**.

[Utah Code § 53G-9-605 \(2019\)](#)

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

#### H. Making A False Report Allegations Prohibited

1. No student may make a false allegation of bullying, 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 instances of false allegations** 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-9-603\(2\) \(2024\)](#)

[Utah Code § 53G-9-605\(3\)\(d\) \(2019\)](#)

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

#### 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. 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. At a minimum, an investigation shall include interviewing the **alleged targeted individual students subjected to the incident**, the individual alleged to have engaged in an incident. The principal or school designee may also interview other individuals who may provide additional information, including the parents of the **alleged target students subjected to the incident** 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\(2\), \(3\), \(4\) \(October 8, 2024\)](#)

7. 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.
8. 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.
9. 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.
10. 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.
11. 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 **and implement** 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 Code § 53G-9-607\(1\), \(2\) \(2024\)](#)

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

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

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

b. This training shall be required of:

- 1) new employees, coaches, and volunteers within the first year of employment or service;
- 2) all employees, coaches, and volunteers at least once every three years after the initial training.

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

[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 volunteer coach participating in a school sponsored athletic program, both curricular and extracurricular, or any extra-curricular club or activity shall, prior to participating in the athletic program or activity, participate in bullying, cyberbullying, harassment, retaliation, hazing, and abusive conduct prevention training;
- 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 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.

- 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 R277-613-7 \(October 8, 2024\)](#)

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

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

[Utah Code § 53G-9-605 \(2019\)](#)

- 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. Director of Student Services

1. The Director of Student Services shall provide training to each school principal or designee responsible for school training and oversight. The Director of Student Services will also oversee implementation of action plans, monitors implementation of this policy regarding communication plans, acts as the District's liaison to the State Board of Education regarding bullying, cyber-bullying, hazing, abusive conduct, and retaliation, and assists with school case-specific needs.

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

#### O. 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) the prevalence of bullying, cyberbullying, and hazing in the school, and specifically in locations where students may be unsafe and adult supervision may be required such as playgrounds, hallways, and lunch areas.

[Utah Admin. Rules R277-613-4\(4\) \(October 8, 2024\)](#)  
[Utah Code § 53E-9-203 \(2022\)](#)

P. 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\(1\)\(d\), \(2\) \(October 8, 2024\)](#)

Q. Annual Reporting

1. Box Elder School District is required by [Utah Code § 53E-3-401\(3\)](#) and [Admin Rule R277-613](#) to report the following annually on or before June 30, to the State Superintendent 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\(3\)\(g\)](#);
  - c. verification of required training of school employees regarding bullying, cyberbullying, hazing, retaliation, and abusive conduct described in [Utah Code § 53G-9-607](#);
  - d. incidents of student bullying, cyberbullying, hazing, and retaliation; and
  - e. the number of incidents that include a student who was bullied, cyberbullied, hazed, or retaliated against due to or based on the student'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\(11\) \(October 8, 2024\)](#)

## R. 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

## POLICY 5282

### Student Behavior Management

- A. The Board recognizes that effective discipline is carried out within a restorative model wherein student interpersonal relationships, personal dignity, mutual respect, understanding, and restitution are the top priorities. The Board also recognizes that a restorative model of discipline must be included in a Multi-Tiered System of Support (MTSS) for students. The Board, therefore, delegates to the District Administration responsibility for establishing regulations for staff responsibility in restorative discipline for enrolled students.
- B. Definitions
1. “Restorative Discipline” means the discipline of student behavior where interpersonal relationships, personal dignity, mutual respect, understanding, conferencing, and restitution are the disciplinary strategies instead of punishment and retribution.
  2. “Multi-Tiered Systems of Supports” means a framework for academic and behavioral concerns. The premise behind MTSS is that academic and behavioral problems are addressed through a systematic problem-solving model. This model includes a primary, secondary, and tertiary support system that increases in the intensity of intervention.
  3. “**Emergency Safety Interventions,**” or “**ESI,**” means the use of **seclusionary time-out seclusion** or physical restraint when a student presents an immediate danger to self or others.

[Utah Compilation of School Discipline Laws and Regulations](#)  
[Utah Admin. Rules R277-609-2\(3\)\(a\) \(April 8, 2025\)](#)

4. “Physical Restraint” means a personal restriction that immobilizes or significantly reduces the ability of a student to move the student’s torso, arms, legs, or head freely. The length of the restraint and the amount of force used should be for the shortest duration and the least amount necessary to diffuse the emergency situation and ensure the safety of the student(s) and others. The use of prone, or face-down physical restraint; supine, or face-up physical restraint; physical restraint that obstructs the airway of a student; or any physical restraint that impacts a student’s primary mode of communication is strictly prohibited.

[Utah Compilation of School Discipline Laws and Regulations](#)  
[Utah Code 53G-8-301.3](#)

5. “Seclusion~~ary Time-Out~~” means ~~seclusionary time out, meaning~~ the involuntary confinement of a student alone in an enclosed room when a student is prevented from leaving.
- a. Seclusion~~ary time-out~~, when used with a student, means all the following conditions are met:
- 1) The student is placed in a ~~locked room safe-enclosed area-by school personnel~~;
  - 2) ~~Placing the student in a room where the door is blocked by furniture or held closed by staff The student is purposefully isolated from adults and peers~~;
  - 3) ~~The student is prevented from leaving, or the student reasonably believes that the student will be prevented from leaving, the enclosed area.~~
  - 4) ~~The room or area must meet applicable health department and fire marshal regulations.~~
  - 5) School employee may not place a student in a seclusion~~ary time-out~~ for more than 30 minutes.

[USBE Least Restrictive Behavioral Interventions and Utah Compilation of School Discipline Laws and Regulations](#)  
[Utah Admin. Rules R392-200 \(June 14, 2023\)](#)  
[Utah Admin. Rules R710-4 \(June 26, 2025\)](#)

6. “Physical escort” means ~~a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of guiding a student to another location.~~
7. “Mechanical restraint” means ~~the use of any device or equipment to restrict a student’s freedom of movement.~~
8. “Immediate danger” means ~~the imminent risk of physical violence or aggression towards self or others or other behaviors which are likely to cause substantial bodily injury or serious bodily injury.~~
9. “Substantial bodily injury” means ~~bodily injury which does not amount to serious bodily injury but which causes or creates protracted physical pain, temporary disfigurement, or temporary loss or impairment of the function of any bodily member or organ.~~

10. "Serious bodily injury" means bodily injury that creates or causes serious permanent disfigurement, protracted loss or impairment of the function of any bodily member or organ, or creates a substantial risk of death.
11. "ESI key employee" means an employee who has received comprehensive ESI training and is authorized to use an ESI with a student.

[Utah Code § 53G-8-301\(1\)\(b\), \(c\), \(d\) \(2025\)](#)

[Utah Code § 76-1-101.5\(17\), \(18\) \(2023\)](#)

[Utah Admin. Rules R277-608-2\(4\), \(8\), \(10\)\(a\), \(14\), \(15\), \(16\) \(March 10, 2025\)](#)

[Utah Admin. Rules R277-608-4\(3\) \(March 10, 2025\)](#)

### C. Emergency Safety Intervention

1. An emergency safety intervention is using seclusion or physical restraint when a student presents an immediate danger to self or others (not for disciplinary purposes). The District shall implement policies and procedures for the use of emergency safety interventions for all students which are consistent with evidence-based practices.
2. Physical restraint as part of an emergency safety intervention may not be used with a student except within the guidelines stated below under Physical Restraint. Mechanical restraint may not be used as part of an emergency safety intervention, except those which are protective, stabilizing or required by law, or any device used by a law enforcement officer in carrying out law enforcement duties, including seatbelts or any other safety equipment when used to secure students during transportation. Chemical restraint may not be used on a student.
3. Seclusion as part of an emergency safety intervention may not be used with a student except by a key employee and only when a student presents an immediate danger of serious physical harm to self or others, when less restrictive interventions have failed, and within the guidelines stated below under Seclusion.
4. For a student with a disability, emergency safety interventions may not be written into a student's individualized education program as a planned intervention unless school personnel, the family, and the IEP team agree less restrictive means have been attempted to address the qualifying circumstances (that is, circumstances where the student presents an imminent danger of physical violence or aggression towards self or others which is likely to cause serious physical harm) have been attempted, a functional behavior analysis has been conducted, and a positive behavior intervention plan based on data analysis has been written into the plan and implemented.

[Utah Code § 53G-8-301\(4\), \(10\)\(b\)\(ii\), \(iii\) \(2025\)](#)

[Utah Admin. Rules R277-608-2\(1\)\(b\), \(4\), \(10\)\(b\) \(March 10, 2025\)](#)  
[Utah Admin. Rules R277-608-3\(3\)\(h\) \(March 10, 2025\)](#)

## D. Administrative Regulation

### 1. MTSS Framework

- a. In order to maintain a safe, positive, and inclusive learning environment, each school principal shall work cooperatively with faculty members, parents, and students to establish safety measures, quality instruction, maintenance of relationships, and maintain a clean, well-maintained school environment. Principals will be required to identify how their respective schools' restorative disciplinary measures operate within an MTSS framework. Individual teachers will be responsible for maintaining high-quality positive behavior supports and instructional control in their classes and extracurricular assignments. All staff members will assist in maintaining discipline in other areas of the building and school grounds.

### 2. Safe Learning Environment

- a. Teachers and other staff members will promote a safe learning environment for a continuum of student learners by establishing rapport with students and demonstrating qualities of honesty, fairness, and consistency in their dealings. Teachers are expected to help students develop and maintain respect for themselves, for others, and for school property. Teachers are expected to define clear expectations for the following domains of classroom behavior:
  - 1) The amount of movement required for an instructional activity;
  - 2) The types of conversations for the instructional activity;
  - 3) How to ask for help during the instructional activity;
  - 4) Definitions of what participation in the instructional activity looks like.

### 3. Instruction

- a. Teachers will maintain effective control of the instructional situation in order to provide optimum learning opportunities for all students. It is the responsibility of the teacher to plan lessons carefully and engage in instructional activities that further student interest and engagement. It is the responsibility of the teacher to adopt a positive behavior support system in their respective classroom where explicit classroom behavioral expectations are reviewed and reinforced regularly.

4. Principals

- a. Principals will work with faculty members to develop school-wide positive behavior supports where explicit school-wide behavioral expectations are reviewed and reinforced regularly.

5. Restorative Discipline Procedures

- a. In situations where student behavior becomes disruptive to the extent that it interferes with the learning and teaching process, the principal or teacher may utilize reasonable restorative discipline procedures.
- b. Student disciplinary action must be consistent with established state rules and regulations consistent with those rules and regulations found in the [LRBI Manual](#).
- c. No employee may inflict cruel or irresponsible punishment upon a student or exercise other liberties prohibited by statutory law including any form of corporal punishment as defined under [Utah Code § 53G-8-301\(2\)](#).
- d. Students requiring discipline are to be dealt with in a professional and objective manner, without undue emotional displays.
- e. All student discipline must incorporate a restorative component fostering belonging over exclusion, social engagement over control, and meaningful accountability over punishment.

6. Physical Restraint and Seclusion ~~ary Time-Out~~

- a. When student behavior becomes disruptive to the extent that immediate measures must be taken to avoid personal injury or abuse to themselves or others, teachers, acting in loco parentis, may use emergency safety interventions; physically restrain to control the student or students involved or use seclusion ~~ary time-out~~.
- b. Physical Restraint and Seclusion ~~ary Time-Out~~ in Box Elder School District will follow these explicit steps:
  - 1) Physical restraint and seclusion ~~ary time-out~~ initiation can only be provided by ~~ESI Key Employees trained faculty and/or staff~~ when student behavior has been deemed a real, immediate, and capable threat to student(s), faculty, and/or staff.
    - a) ~~Prior to its use, a school employee must first use the least restrictive available intervention.~~

- b) It may not be used as a means of discipline or punishment.
  - c) The student may not be placed in a prone (face-down) or supine (face-up) position in physical restraint.
  - d) No restraint may be used which obstructs the airway of a student or which adversely affects a student's primary mode of communication.
- 2) Release Criteria: Physical restraint and seclusion~~ary time-out~~ duration must be terminated:
- a) After the minimum time necessary to ensure safety or
  - b) When the student is no longer a real, immediate, and capable threat to self, students, faculty, and staff,
  - c) The student is in severe distress
  - d) a student may not be physically restrained for more than the shortest of: 30 minutes; the time described in the District's emergency intervention training program; or when law enforcement arrives.
- 3) If a public education employee engages in physical restraint of a student or the use of seclusion~~ary time-out~~, the ~~employee classroom teacher or designee~~ shall immediately notify:
- a) The student's parent;~~and immediately and in any event within 15 minutes of use;~~
  - b) School administration and Special Education Director or designee and provide documentation of the ESI to the ESI Committee.
- 4) If an ESI is used for more than 15 minutes, a second notice shall be given immediately to the student's parent and to administration;
- a) The school shall, upon his or her request, provide to the student's parent or guardian a copy of any notes or additional documentation taken during an ESI. A student's parent or guardian may request a time to meet with school staff and administration to discuss the use of an ESI.

[Utah Code § 53G-8-301\(10\)\(d\) \(2025\)](#)  
[Utah Admin. Rules R277-608-5\(5\) – \(8\), \(13\) – \(19\) \(March 10, 2025\)](#)

- 5) If the student is eligible for special education, the director of special education must be notified as well.
- 6) In a reasonable amount of time following the use of physical restraint or seclusion ~~ary time-out~~, a formal process for debriefing the faculty and staff will take place in an effort to address any concerns on behalf of the employees involved as well as procedures to help prevent the need for physical restraint again for the involved student.

#### 7. Supervision

- a. Teachers will provide adequate supervision and structure in their classes and during assigned extracurricular assignments.

#### 8. Modeling Behavior

- a. Teachers have the responsibility to set and maintain high standards of behavior and act as role models to their students.

#### 9. Continuum of Interventions

- a. Box Elder School District will continue to develop, use, and monitor a continuum of intervention strategies and restorative discipline to assist students, including students whose behavior in school falls repeatedly short of reasonable expectations, by
  - 1) Teaching student behavior expectations,
  - 2) Re-teaching behavior expectations,
  - 3) Enlist effective, evidence-based interventions matched to student needs prior to an administrative referral.

#### E. General Authority

1. If a particular type of conduct has the effect of disrupting the learning atmosphere, it should be subject to regulation. The Board possesses discretion in promulgating regulations for the proper conduct of students.

[Utah Code § 53E-3-501\(1\)\(b\)\(v\) \(2019\)](#)  
[Utah Admin. Rules 277-609-3 \(April 8, 2025\)](#)

#### F. Relation of school discipline rules to other policies

1. Rules and procedures shall restrict corporal punishment and the use of reasonable and necessary physical restraint or force as set forth in these policies and pursuant to [Utah Code § 53G-8-302](#) and [Utah Administrative Rules R277-609](#). Policies shall include written procedures for the suspension and expulsion of, or denial of admission to, a student, consistent with due process and other provisions of law, including [Utah Code § 53G-8-204 et seq.](#) Moreover, all rules and procedures shall be consistent with all other policies of the Board, and all state statutes and federal laws governing school discipline, including [Utah Code § 53G-8-203](#), [Utah Code § 53G-8-204](#) and [Section 504 of the Rehabilitation Act of 1974 \(29 U.S.C. § 794\)](#).

[Utah Code § 53G-8-203 \(2019\)](#)

#### G. Revising discipline rules

1. In adopting or revising the District's rules and regulations, the School Board shall solicit input from various interest groups at the school and in the community, including District employees, parents, and students.

[Utah Code § 53G-8-202 \(2019\)](#)

#### H. ESI Training

1. All employees who supervise students or who may be asked to assist in managing a student's behavior shall receive foundational behavior support training including behavioral or emotional crisis management including de-escalation strategies consistent with the LRBI manual and the District's policies relating to ESI.
2. ESI key employees shall also receive comprehensive ESI training before the key employee may be authorized to use an ESI with a student and shall receive the comprehensive ESI training annually thereafter. This comprehensive training shall include the appropriate, safe, and effective use of ESI and the proper and required documentation of ESI.

[Utah Admin. Rules R277-608-4 \(March 10, 2025\)](#)

#### I. ESI Committee

1. The District shall establish an Emergency Safety Intervention (ESI) Committee with members appointed by the Superintendent and consisting of two or more administrators, at least one parent or guardian of a student enrolled in the District, and at least two certified educational professionals with behavior training and knowledge of state rules and District discipline policies.

2. The ESI Committee shall meet often enough to monitor the use of emergency safety intervention in the District, shall determine and recommend professional development needs relating to emergency safety intervention, shall develop policies for local dispute resolution processes to address concerns regarding disciplinary actions, and shall ensure that each emergency incident where a school employee uses an ESI is documented in the District's student information system and is reported to the State Superintendent through UTREx.
3. The District shall collect, maintain, and periodically review documentation and other records of the use of emergency safety interventions at schools within the District, according to procedures defined by the State Superintendent of Public Instruction. **For each incident where an ESI is used, the data shall report the incident and shall include the duration of the intervention used to respond to the incident, the stated purpose of the intervention used, the alternative interventions attempted, demographic information regarding the student (sex, gender, age, grade in school, and applicable disability status), and (without revealing the identity of staff involved), relevant training offered to staff and whether the staff received the training.** Such documentation and records shall be provided annually by June 30 to the State Superintendent. In addition, the District shall submit all required UTREx discipline data and incident or infraction data elements as part of the District's daily UTREx submission.

[Utah Code § 53G-8-301\(11\) \(2025\)](#)

[Utah Admin. Rules R277-608-6 \(March 10, 2025\)](#)

[Utah Admin. Rules R277-608-8 \(March 10, 2025\)](#)

#### J. Emergency Removals

1. Students may be removed from regular classes or District premises for nondisciplinary health, safety, and welfare reasons when the Board or its designee determines that an emergency exists.
2. Any student removed from school for any "emergency" reason who is in a condition that threatens his or her own welfare or the welfare of others shall be released to the student's parent, the parent's representative, or other proper authority, including, but not limited to, law enforcement officers and medical personnel.
3. **When an ESI (physical restraint or seclusion) is used, a school shall notify the student's parent immediately and in any event within 15 minutes of use. The school shall also notify the administration and provide documentation of the ESI to the ESI Committee. If an ESI is used for more than 15 minutes, a second notice shall be given immediately to the student's parent and to administration. ~~The District shall make reasonable efforts to notify the parent prior to removing a student from school premises for emergency reasons. If the parent cannot be notified prior to the~~**

~~removal, the parent shall be notified as soon as possible after the removal and the reasons for it.~~

4. The notice provided shall be documented in the student information system records.
5. The school shall, upon his or her request, provide to the student's parent or guardian a copy of any notes or additional documentation taken during an ESI. Within 24 hours of an ESI, the school shall notify the student's parent or guardian that such a request may be made. A student's parent or guardian may request a time to meet with school staff and administration to discuss the use of an ESI.

[Utah Code § 53G-8-301\(10\)\(d\) \(2025\)](#)

[Utah Admin. Rules R277-608-5\(5\) – \(8\), \(13\) – \(19\) \(March 10, 2025\)](#)

#### K. Students with Disabilities

1. Removal of a handicapped student for any of these reasons shall be used only in emergency situations and shall not exceed ten school days. Consecutive ten-day removals are prohibited, unless the Special Education Committee determines that the student poses an immediate threat to the safety of himself or others, or disrupts the safety of the learning environment. If the parents appeal the Special Education Committee's decision and refuse to permit a change in placement, the District may seek a court injunction to remove a dangerous handicapped student for more than ten consecutive days.
2. If emergency removals, suspensions, or removals to alternative education total 10 school days in a year, the Special Education Committee shall review the student's IEP, unless the discipline management portion of the IEP specifies otherwise.

#### L. Corporal Punishment

1. A school employee may not inflict or cause the infliction of corporal punishment upon a child who is receiving service from the school.

[Utah Admin. Rules R277-608 \(March 10, 2025\)](#)

[Utah Code § 53G-8-302 \(2019\)](#)

2. The term "corporal punishment" means the intentional infliction of physical pain upon the body of a student as a disciplinary measure. The term "child" means a person under the age of eighteen (18) or under the age of twenty-three (23) if the person is receiving educational services as an individual with a disability.

[Utah Code § 53G-8-301 \(2018\)](#)

#### M. Appropriate Conduct

1. This policy does not prohibit the use of reasonable and necessary physical restraint or force in self-defense or otherwise appropriate to the circumstances to:
  - a. obtain possession of a weapon or other dangerous object in the possession or under the control of a child;
  - b. protect the child or another person from physical injury;
  - c. remove from a situation a child who is violent or disruptive; or
  - d. protect property from being damaged.

[Utah Code § 53G-8-301\(2\) \(2018\)](#)

[Utah Code § 53G-8-302 \(2019\)](#)

[Utah Admin. Rules R277-609-4\(3\)\(k\) \(April 8, 2025\)](#)

2. An employee of the District may not be subjected to any sanction for failure or refusal to commit an act prohibited by this policy.

[Utah Code § 53G-8-302 \(2019\)](#)

3. [Policy 5090 Child Abuse](#) regarding child abuse reporting and investigation shall apply to complaints made to the District regarding improper or unauthorized use of corporal punishment.

[Utah Code § 53G-8-303 \(2018\)](#)

#### N. Limitation

1. This policy does not restrict the use of physical contact which is considered to be reasonable discipline for purposes of behavior reduction intervention and which is also in compliance with state regulations and District policies adopted pursuant to [Utah Code § 53E-7-202](#) regarding provision of education for students with disabilities.

[Utah Code § 53E-7-202 \(2018\)](#)

#### O. Disciplinary Record

1. Disciplinary records shall be made available to parents or the student, whichever is appropriate, pursuant to the District's student records policy.

P. Notice of Rules

1. A copy of the rules and procedures shall be made available to all students at the time of their enrollment in the school. If a school makes significant changes to its discipline rules and procedures, written notice of the adopted and revised discipline rules and procedures shall be distributed to all new and continuing students. In the case of all new, continuing or transfer students, a copy of the rules and procedures shall be mailed to the student's parents.

[Utah Code § 53G-8-204 \(2018\)](#)

~~Q. Board review of school discipline rules~~

- ~~1. Each school shall file a copy of its school discipline rules and procedures with the Board within thirty days after adoption of the rules and procedures. The Board shall review the rules and procedures filed by each school and may require the school to modify any rule or procedure that is not consistent with Board policy or state statutes on discipline in the public schools.~~

~~[Utah Code § 53G-8-202 \(2018\)](#)~~

~~[Utah Code § 53G-8-203 \(2018\)](#)~~

Policy 1090  
Reviewed  
June 11, 2025  
First Reading  
August 13, 2025  
Second Reading  
September 10, 2025

## POLICY 1090

### Board Meeting 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.
- C. All debate and comments will be permitted with reasonable time to allow for comment from each Board Member in the discussion of an action item. Once the question (vote) is called for the only thing allowed in the vote is a yes or no vote.

## POLICY 3038

### Highly Needed Educator Salary Supplement

#### A. General Policy Statement

1. The Salary Supplement for Highly Needed Educators (SHiNE) Program is designed to enhance the recruitment and retention of teachers in subject areas identified as high-need. Under this program, Box Elder School District is required to annually designate two to five teaching assignments that are challenging to staff or retain educators in. Eligible teachers—those assigned to high-need areas, possessing the appropriate qualifications, and meeting performance criteria—will receive salary supplements as determined by the Box Elder School District and as outlined in this policy. These supplements are subject to annual verification of eligibility.

#### B. Definitions

1. In this policy:
  - a. “High-needs area” means a teaching assignment that has been designated by the Board of Education as challenging for the District to fill or to retain educators in. The District’s high-needs areas for the current school year and the amount of supplement for each area are as listed in Exhibit A of this Policy.
  - b. “Qualifying assignment” means an assignment to a high-needs area or which is substantially equivalent to such an assignment.
  - c. “Eligible teacher” means a teacher who has a qualifying assignment, has satisfied the requirements of this Policy to demonstrate assignment to a high-needs area and a qualifying teaching background, and is either a new employee of the District or has not received any unsatisfactory ratings on the teacher’s three most recent evaluations.

[Utah Code § 53F-2-504\(1\) \(2025\)](#)

#### C. Determining Eligibility for Salary Supplement

1. To demonstrate eligibility for the salary supplement, the teacher shall submit documentation showing that the teacher:

- a. Is assigned to one or more of the high-needs areas designated by the Box Elder Board of Education for the school year 2025/2026, or the teacher's assignment is substantially equivalent to a designated high-needs area:
  - b. Has a qualifying teaching background for the high-needs area, as shown by education transcripts or other documentation; and
  - c. Is either a new employee of the District or has not had any unsatisfactory ratings on the teacher's three most recent evaluations.
2. The documentation must be submitted by October 1. The Superintendent or designee shall review the documentation provided by the teacher seeking the salary supplement and determine if the requirements have been satisfied, including verifying the teacher's teaching background. The Superintendent or designee shall promptly inform the teacher of the determination. Once all timely requests have been evaluated, the Superintendent or designee shall certify a list of the teachers who are eligible for the salary supplement.

[Utah Code § 53F-2-504\(2\)\(a\)\(iv\), \(v\) \(2025\)](#)

#### D. Appeal of Application Denial

1. A teacher whose application for the salary supplement has been denied may appeal that determination to the Box Elder School Board. The appeal shall be in writing and submitted within 30 days of the notice that the application has been denied. The appeal shall explain why the teacher asserts the denial was incorrect (including as applicable why the teacher's assignment is substantially equivalent to a high-needs area) and shall include any appropriate supporting documentation. The Box Elder School Board shall evaluate the appeal in a closed meeting of the Board and determine if the denial was erroneous and notify the teacher and administration of the determination and the grounds for the determination.

[Utah Code § 53F-2-504\(2\)\(a\)\(iii\) \(2025\)](#)

#### E. Nature of the Salary Supplement

1. The salary supplement is considered part of the teacher's base pay, subject to the teacher's continuing qualification as an eligible teacher each trimester. The amount of the supplement the teacher receives shall be an equal portion of the fiscal year's amount allocated to Box Elder School District for the SHiNE program, plus the amount of any employer-paid benefits that the teacher would be entitled to for a corresponding salary increase.

[Utah Code § 53F-2-504\(4\), \(5\) \(2025\)](#)

F. Increase in Amount of the Salary Supplement

1. The Board of Education may increase the amount of funds that are provided through the salary supplement if it first ensures the proper distribution to the District's teachers of funds the District receives under the program and also experiences a carry forward or leftover balance.

[Utah Code § 53F-2-504\(7\) \(2025\)](#)

G. 2025-2026 Qualifying Teaching Assignments

1. Special Education
2. Secondary Mathematics
3. 7<sup>th</sup> & 8<sup>th</sup> Grade Integrated Science
4. Chemistry
5. Physics

TENTATIVE MINUTES OF A REGULAR MEETING  
OF THE BOARD OF EDUCATION  
BOX ELDER SCHOOL DISTRICT

Tentative minutes of a Regular Meeting of the Board of Education, Box Elder County School District, held Wednesday evening August 13, 2025 at 6:00 p.m. at the Independent Life Skills Center, 960 S Main St, Brigham City, Utah.

Those in attendance at the meeting included Board President Tiffani Summers, Board Vice President Danielle Wright, Members Julie Taylor, Karen Cronin, Wade Hyde, and Stephanie DeFilippis. Bryan Smith was excused for a family emergency. Also present were Superintendent Steven Carlsen, Assistant Superintendents Keith Meacham and Heidi Jo West, Business Administrator Neil Stevens, and IT Director Robert Gordon, officers of the Box Elder Education Association, District employees, representatives of the press and interested citizens.

President Summers welcomed those in attendance and conducted the business of the meeting. After the reverence, which was offered by Stephanie DeFilippis, Keith Meacham led the audience in the pledge of allegiance.

**Recognitions**

Presenter: Jamie Kent, Public Information Officer

Karen Cronin recognized Alyse Maples for her excellent work in the Special Education program at Willard Elementary. The Board presented her with a letter of recognition.

Jeff Morris, Assessment Director, presented certificates of completion for the ESL Endorsement to Jason Warner, Reggie Shaw, Heather Dahle, Jill Dallon, Tyson Heaton, Zihang Liu, Teresa Mas, Adriana Metarref, Travis Mumford, Trina Thomson, Heidi Watson and Valerie Yeates.

**Approval of Agenda**

Karen Cronin made the motion to approve the agenda. Julie Taylor seconded the motion, which passed unanimously.

Wade Hyde – Yes  
Karen Cronin – Yes  
Julie Taylor – Yes  
Tiffani Summers – Yes  
Danielle Wright – Yes  
Stephanie DeFilippis - Yes

**Public Comment**

Danielle Wright motioned to hear public comment after the information items to allow members of the public additional time to arrive. Julie Taylor seconded the motion, which passed unanimously.

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

Stephanie DeFilippis - Yes

Jamie Poppleton provided public comment questioning how to access the board financial statements.

**Information Items**

**Monthly Financial Report**

Neil Stevens, Business Administrator, presented the July Financial Report to the Board.

**Policy Review**

The following Policies were presented for first reading:

Policy 1090 Rules of Order

Policy 3038 Highly Needed Educator Salary Supplement

Bryan Smith texted Board President Summers requesting that policy 1090, part C have the following language added: "Permitted with reasonable time to allow for comment from each board member".

Board Karen Cronin requested that the page numbers on Policy 3038 be corrected.

Danielle Wright made the motion to approve the above policies for first reading, with the requested changes, Karen Cronin seconded the motion, which was approved unanimously.

Wade Hyde – Yes

Karen Cronin – Yes

Julie Taylor – Yes

Tiffani Summers – Yes

Danielle Wright – Yes

Stephanie DeFilippis - Yes

**Consent Calendar**

Karen Cronin commented that the presented minutes for June 11th were incorrect that that she was not present for the votes after 10:15pm. She also commented that there was an incomplete sentence on page 9 and the sentence should be removed.

Julie Taylor moved to accept the consent items, as amended by Karen Cronin. The motion was seconded by Karen Cronin and passed on a unanimous vote.

Wade Hyde – Yes

Karen Cronin – Yes

Julie Taylor – Yes

Tiffani Summers – Yes

Danielle Wright – Yes

Stephanie DeFilippis - Yes

The Consent Calendar included the following items:

Approval of the minutes of the working and regular meetings of June 11, 2025 and July 9, 2025.

Approval of claims numbered 00054308-54543, 08073125, 7073125A, 9073125A, 101516 – 1106906, 347 – 355, 16800607, 30803827, 40403473 – 40804802, 70415534 – 7045592, 70815619 – 70815674 and the ACH and school activity checks for the month of July 2025.

Personnel Items

As detailed in the agenda.

**Suggestions for Future Board Meetings**

No additional suggestions for future board meetings were offered.

**Adjournment**

With the announcement that the next meeting will be held on Wednesday, September 10, 2025 at 6:30 p.m. at the Independent Life Skills Center, President Tiffani Summers adjourned the meeting at 6:38 p.m.

APPROVED: \_\_\_\_\_

ATTESTED: \_\_\_\_\_

School Business Administrator  
Box Elder School District

\_\_\_\_\_  
President, Board of Education

TENTATIVE MINUTES OF TRUTH IN TAXATION HEARING  
OF THE BOARD OF EDUCATION  
BOX ELDER SCHOOL DISTRICT

Tentative minutes of a Truth in Taxation Hearing of the Board of Education, Box Elder School District, held Wednesday evening August 13, 2025 at 7:00 p.m. at the Independent Life Skills Center, 960 S Main St, Brigham City, Utah.

Those in attendance at the meeting included Board President Tiffani Summers, Board Vice President Danielle Wright, Members Bryan Smith, Julie Taylor, Karen Cronin, Wade Hyde, and Stephanie DeFilippis. Also present were Superintendent Steven Carlsen, Assistant Superintendents Keith Mecham and Heidi Jo West, Business Administrator Neil Stevens, and IT Director Robert Gordon, officers of the Box Elder Education Association, District employees, representatives of the press and interested citizens.

President Summers welcomed those in attendance and conducted the business of the meeting.

**Information Items**

Presentation of the Proposed 2025 Tax Rate

Neil Stevens, Business Administrator, provided a presentation on the 2025 proposed budget and 2025 proposed tax rates.

**Public Hearing**

Public Hearing on Proposed 2025 Tax Rate

Board President Tiffani Summers opened the public hearing for members of the public to offer comment on the proposed budget and tax rate. 138 members of the public signed up to offer public comment. The public comment period ended at approximately 11:30pm, after all members of the public in attendance had offered their comments.

**Action Items**

Board Discussion

1. Approval of Tax Rate and 2025-26 Budget
2. Approval of Employee Salary Schedules

Board Members provided comments and discussion of the proposed budget and tax rates.

Karen Cronin's comments:

Fellow Board members, I, like each one of you, ran for this position because I care deeply about the quality of education within our District and the success of our students. I believe we all want what is best for our students, schools, and community. I thank the community members who have contacted me or have come tonight to share their thoughts regarding the proposed 37% School District increase. I believe one of my primary duties as an elected official is to represent the taxpayers whose children and grandchildren these students are and to hear their voices, and hearing their voices is essential to fulfilling that responsibility.

Over the past several weeks, I have heard from 7 individuals in support of the increase and 92 who oppose it. And tonight, I've tallied 22 in support and 46 who oppose it. I also remember the voice of the people just 9 months ago when nearly 70% voted against the bond proposal that would have raised taxes approximately \$20 a month, much less than the average \$33 a month, which this tax increase will force upon them. These numbers represent a clear message from the voters, and I take it seriously.

One of my main concerns I've heard is affordability. Many residents are already working multiple jobs, living on fixed incomes, or struggling just to get by. A recent study done by the Bear River Association of Governments for our area, so this is just our area, highlights this reality. In the past year, 40% of respondents relied on free meals. 27 fell behind on rent or mortgage. 31% could not pay utilities in full, and 29% skipped needed medical care due to financial strain. Increasing property taxes by this amount will make those struggles worse.

The burden will be even greater for renters and business owners. Unlike owner occupied homes, rental properties and businesses are taxed at full value. Landlords will likely pass the increase on to their tenants, raising rent by an estimated average of \$66 or more a month, over \$800 a year, hitting low-income families and those in poverty the hardest. This is a far bigger financial burden than the school fees we worry about.

Another big concern deals with the trust we will lose with the majority of taxpayers. If the Board approves this increase, taxpayers will probably see it as bypassing their vote on the bond. I believe that this could lead to greater mistrust and taxpayers asking for legislative action to prevent taxing entities from raising revenue in this way in the future.

Taxpayers already invest a great deal of money in our School District and are still paying off the bond that they previously approved, showing that they do value education. We should respect their efforts and not expect them to pay 37% more when they have already said no via a recent bond election by over a 2 to 1 majority.

My plea to the Board is simple. Respect the voice of the people. If the District has a different plan than what was proposed on the bond, take it back to the voters. Do not force this 37% tax increase on them. We need their trust now, and we will need it in the future.

Many of our neighbors are already stretched thin, working extra jobs, skipping medical care, and struggling to pay for food and necessities. Tonight, we have the choice to ease their burden or to add to it. I cannot add to it. I will vote no. And I ask you to stand with the majority of people who elected us to be here and trust them when they say they can't afford this.

Trust is the currency of leadership and once it is gone, it is hard to get back. If the School Board forces this nearly 37% tax increase after an almost 70% no vote on the bond and the many taxpayers who have contacted us or have spoken tonight, that trust will be broken. Without taxpayer trust, future bonds, which are needed for this District's phase 2 building projects, will fail. Voting no does not mean abandoning the District needs. It means ensuring the public supports them. Trust is our most valuable asset for every future project. Let's protect our credibility, respect the people's decision, and present a proposal they can support. That is how we can build a future of trust, success, and educational excellence together.

Julie Taylor made the motion to approve the 2025 Tax, 2025-26 Budget and the 2025-26 Employee Salary Schedules. Stephanie DeFilippis seconded the motion, the motion passed.

Wade Hyde - Yes  
Karen Cronin - No  
Julie Taylor - Yes  
Tiffani Summer - Yes  
Danielle Wright - Yes  
Stephanie DeFilippis - Yes

**Adjournment**

With the announcement that the next meeting will be held on Wednesday, September 10, 2025 at 6:30 p.m. at the Independent Life Skills Center, President Tiffani Summers adjourned the meeting at 12:15 p.m.

APPROVED: \_\_\_\_\_

ATTESTED: \_\_\_\_\_  
School Business Administrator  
Box Elder School District

\_\_\_\_\_  
President, Board of Education

Check Register Summary

Batch Year: 26 Bank: All Date Range: 08/01/2025 - 09/30/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00054544	C	08/07/2025	14575	AIRMOTIVE SERVICE	853.46
01	00054545	C	08/07/2025	812477	ALSCO/AMERICAN LINEN	1,191.58
01	00054546	C	08/07/2025	85768	BEAR RIVER SEWER DEPT	255.50
01	00054547	C	08/07/2025	104320	BOX ELDER COUNTY TREASURER	159.00
01	00054548	C	08/07/2025	104370	BOX ELDER NEWS JOURNAL	270.55
01	00054549	C	08/07/2025	108217	BRIGHAM CITY CORPORATION	7,453.31
01	00054550	C	08/07/2025	113116	BRYSON SALES & SERVICE	3,552.34
01	00054551	C	08/07/2025	107994	CERTIFIED SHRED	141.00
01	00054552	C	08/07/2025	162470	CRUS OIL INC	309.70
01	00054553	C	08/07/2025	38091	DATAIO LLC	10,262.66
01	00054554	C	08/07/2025	729332	ECONO WASTE INC	8,108.66
01	00054555	C	08/07/2025	304217	GARLAND CITY	15,685.64
01	00054556	C	08/07/2025	324430	GRAYBAR ELECTRIC COMPANY INC	6,354.57
01	00054557	C	08/07/2025	111125	IML SECURITY SUPPLY	379.68
01	00054558	C	08/07/2025	74403	MARY IZATT	129.29
01	00054559	C	08/07/2025	62006	JENSON REFRIGERATION INC	1,745.73
01	00054560	C	08/07/2025	58246	LINDE GAS & EQUIPMENT INC	2,296.00
01	00054561	C	08/07/2025	29858	MOUNTAINLAND SUPPLY COMPANY	131.28
01	00054562	C	08/07/2025	49859	JACKSON GROUP PETERBILT, INC.	10,928.76
01	00054563	C	08/07/2025	700077	PERRY CITY	259.22
01	00054564	C	08/07/2025	35955	PROMO PLUS	59.78
01	00054565	C	08/07/2025	54640	PURCELL TIRE AND SERVICE CENTER	6,034.92
01	00054566	C	08/07/2025	74616	ROCK AND ROLL CONSTRUCTION PRODUCTS	550.00
01	00054567	C	08/07/2025	892645	ROCKY MOUNTAIN POWER	2,502.53
01	00054568	C	08/07/2025	70831	S & D CARWASH MANAGEMENT LLC	3,413.91
01	00054569	C	08/07/2025	110789	CORE BUSINESS TECHNOLOGIES (SIP)	39.95
01	00054570	C	08/07/2025	65374	SUMMIT FIRE & SECURITY LLC	686.25
01	00054571	C	08/07/2025	110914	SUPERIOR WATER AND AIR INC	35.95
01	00054572	C	08/07/2025	66729	TK ELEVATOR CORPORATION	3,969.52
01	00054573	C	08/07/2025	111109	TOM RANDALL DIST	1,563.65
01	00054574	C	08/07/2025	109356	TRANSPORT DIESEL INC	679.77
01	00054575	C	08/07/2025	875087	UKON WATER CO	1,000.00
01	00054576	C	08/07/2025	924155	WASTE MGMT OF UTAH INC	4,079.16
01	00054577	C	08/07/2025	21679	ACCO BRANDS USA LLC / GBC	339.83
01	00054578	C	08/07/2025	38032	AMAZON CAPITAL SERVICES INC	14,010.25
01	00054579	C	08/07/2025	31658	BSN SPORTS	462.14
01	00054580	C	08/07/2025	74101	DIGITAL SCOREBOARDS, LLC	39,800.00
01	00054581	C	08/07/2025	4456	GOLDEN SPIKE ELECTRIC	29,088.00
01	00054582	C	08/07/2025	103070	HEYWOOD ENGINEERING & CONSULT	7,189.20
01	00054583	C	08/07/2025	386370	HYKO SUPPLY CO	1,880.21
01	00054584	C	08/07/2025	100522	INTERMOUNTAIN FARMERS ASSOC / IFA	358.79
01	00054585	C	08/07/2025	45560	LAKESHORE LEARNING MATERIALS	1,144.60
01	00054586	C	08/07/2025	105708	NICKYS FOLDERS/ROCHESTER 100	606.40
01	00054587	C	08/07/2025	633340	OFFICE DEPOT	2,321.75
01	00054588	C	08/07/2025	100987	PEARSON EDUCATION CENTER	3,657.28
01	00054589	C	08/07/2025	75035	SCHNEIDER ELECTRIC IT CORP	3,726.00
01	00054590	C	08/07/2025	786410	SHIFFLER EQUIP	1,209.57
01	00054591	C	08/07/2025	157371	STAPLES	6,320.47
01	00054592	C	08/07/2025	824825	SWANSON BUILDING MATERIALS INC	897.79
01	00054593	C	08/07/2025	110040	WALL 2 WALL	3,796.00
01	00054594	C	08/14/2025	1	CAMRON MOULTRIE	567.00
01	00054595	C	08/14/2025	1	JUDITH FIRTH	17.85
01	00054596	C	08/14/2025	1	MARISSA COOK	21.55
01	00054597	C	08/14/2025	1	MIGNON PHELPS	199.90
01	00054598	C	08/14/2025	1	STACIE SCHULTZ	99.30
01	00054599	C	08/14/2025	14010	AED EVERYWHERE	393.26
01	00054600	C	08/14/2025	25909	AMERIGAS PROPANE	37.37
01	00054601	C	08/14/2025	25909	AMERIGAS PROPANE	464.70
01	00054602	C	08/14/2025	85556	BEAR RIVER HEALTH DEPARTMENT	1,180.00
01	00054603	C	08/14/2025	108217	BRIGHAM CITY CORPORATION	71,698.86
01	00054604	C	08/14/2025	40363	CIO MEDICAL SERVICES	595.00
01	00054605	C	08/14/2025	14958	CULLIGAN	30.00

Check Register Summary

Batch Year: 26 Bank: All Date Range: 08/01/2025 - 09/30/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00054606	C	08/14/2025	109652	DREWES FLORAL & GIFTS	90.00
01	00054607	C	08/14/2025	64084	ALDER EDUCATION LAW	9,325.00
01	00054608	C	08/14/2025	110446	EMPLOYER ADVOCATES LLC	2,337.30
01	00054609	C	08/14/2025	44431	GOLDEN SPIKE AUTOMATION	4,131.10
01	00054610	C	08/14/2025	107389	INTERMOUNTAIN WORKMED-N OGDEN	525.00
01	00054611	C	08/14/2025	543168	MADDOX RANCH HOUSE	222.58
01	00054612	C	08/14/2025	732367	RAFT RIVER RURAL	820.61
01	00054613	C	08/14/2025	762360	RUPP WASTE CONTAINERS INC	782.90
01	00054614	C	08/14/2025	802087	SNOWVILLE WATERWORKS INC	1,492.00
01	00054615	C	08/14/2025	101369	UTAH SCHOOL BOARDS RISK MANAGEMENT	602,379.00
01	00054616	C	08/14/2025	892916	DGO FUEL NETWORK TEAM	9,844.86
01	00054617	C	08/14/2025	110931	WEESE GLASS LLC	1,664.37
01	00054618	C	08/14/2025	941217	WILLARD CITY CORP	198.40
01	00054619	C	08/14/2025	32840	YOUNG FORD OF BRIGHAM CITY	1,595.45
01	00054620	C	08/14/2025	38032	AMAZON CAPITAL SERVICES	259.99
01	00054621	C	08/14/2025	38032	AMAZON CAPITAL SERVICES INC	2,990.94
01	00054622	C	08/14/2025	110412	BARBIZON LIGHT	7,706.68
01	00054623	C	08/14/2025	61930	CONTINENTAL	5,032.66
01	00054624	C	08/14/2025	100293	DELL INC	2,409.56
01	00054625	C	08/14/2025	109962	MUSIC & ARTS	1,835.58
01	00054626	C	08/14/2025	386370	HYKO SUPPLY CO	2,840.45
01	00054627	C	08/14/2025	100522	INTERMOUNTAIN FARMERS ASSOC / IFA	358.79
01	00054628	C	08/14/2025	109248	J W PEPPER MUSIC	7,210.64
01	00054629	C	08/14/2025	75205	NJRA ARCHITECTS, INC	148,106.88
01	00054630	C	08/14/2025	633340	OFFICE DEPOT	1,562.66
01	00054631	C	08/14/2025	63371	RAPID FIRE PROTECTION, INC	13,500.00
01	00054632	C	08/14/2025	31488	SNAP-ON TOOLS/ CHRIS HICKMAN	5,695.00
01	00054633	C	08/14/2025	157371	STAPLES	403.30
01	00054634	C	08/14/2025	981	TARO COMMUNICATION SITES LLC	3,870.60
01	00054635	C	08/14/2025	39900	VALLEY IMPLEMENT & MOTOR CO INC	524.75
01	00054636	C	08/21/2025	1	KARA POND	32.30
01	00054637	C	08/21/2025	1	MEGAN WALKER	78.65
01	00054638	C	08/21/2025	6617	ACME WATER CO	634.99
01	00054639	C	08/21/2025	123130	CACHE COUNTY SCHOOL DISTRICT	290.00
01	00054640	C	08/21/2025	73016	CANON U.S.A., INC	4,123.54
01	00054641	C	08/21/2025	890740	CENTURYLINK LONG DISTANCE	1.00
01	00054642	C	08/21/2025	73121	DYLAN SMITH	130.00
01	00054643	C	08/21/2025	110559	HARMONY HOME HEALTH LLC	1,592.40
01	00054644	C	08/21/2025	49026	IVY LANE PEDATRICS	3,329.20
01	00054645	C	08/21/2025	75132	LECTICON, INC	1,898.10
01	00054646	C	08/21/2025	104992	PRINT SHOP	277.00
01	00054647	C	08/21/2025	60291	RENEGADE RENTALS LLC	1,650.35
01	00054648	C	08/21/2025	892645	ROCKY MOUNTAIN POWER	50,230.62
01	00054649	C	08/21/2025	60020	RON KELLER TIRE INC	61.98
01	00054650	C	08/21/2025	110968	SKY BLUE INDUSTRIES INC	253.87
01	00054651	C	08/21/2025	852617	TREMONTON CITY CORP	21,601.64
01	00054652	C	08/21/2025	866716	UCI ACCOUNTS RECEIVABLE	345.00
01	00054653	C	08/21/2025	109816	UTAH SAFETY COUNCIL	1,100.00
01	00054654	C	08/21/2025	102864	WALKER CINEMAS	423.00
01	00054655	C	08/21/2025	102931	ZIONS BANK CORPORATE TRUST	2,500.00
01	00054656	C	08/21/2025	38032	AMAZON CAPITAL SERVICES INC	10,287.38
01	00054657	C	08/21/2025	75140	ARBITER SPORTS, LLC	5,600.00
01	00054658	C	08/21/2025	12033	BOB'S BODY SHOP	4,919.38
01	00054659	C	08/21/2025	108473	CENGAGE LEARNING	708.75
01	00054660	C	08/21/2025	158220	COVER UP	1,311.69
01	00054661	C	08/21/2025	100293	DELL INC	510.00
01	00054662	C	08/21/2025	386370	HYKO SUPPLY CO	6,328.51
01	00054663	C	08/21/2025	68306	HYPO SOURCE	11,400.00
01	00054664	C	08/21/2025	109248	J W PEPPER MUSIC	2,412.25
01	00054665	C	08/21/2025	75477	KMA ARCHITECTS, INC	15,700.00
01	00054666	C	08/21/2025	54470	LEVEL LEARNING	14,946.00
01	00054667	C	08/21/2025	586159	MOUNTAIN STATE TEXTBOOK DEP	31,248.85

Check Register Summary

Batch Year: 26 Bank: All Date Range: 08/01/2025 - 09/30/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00054668	C	08/21/2025	66435	OBSERVETAB, LLC	18,427.00
01	00054669	C	08/21/2025	633340	OFFICE DEPOT	4,197.22
01	00054670	C	08/21/2025	55441	PANORAMA EDUCATION, INC	44,000.00
01	00054671	C	08/21/2025	49220	ROCKALINGUA INC	2,388.00
01	00054672	C	08/21/2025	157371	STAPLES	131.06
01	00054673	C	08/21/2025	74144	TEKNOLOGIA, LLC	7,806.87
01	00054674	C	08/21/2025	44512	THE HERALD JOURNAL	61.93
01	00054675	C	08/21/2025	67636	YOU SCIENCE	6,300.00
01	00054676	C	08/21/2025	75434	NORTHEASTERN UTAH EDUCATIONAL SERVICES	400.00
01	00054677	C	08/27/2025	1	HAYDEN OR MORGAN MOSHER	200.00
01	00054678	C	08/27/2025	1	JAN KUESTER	39.43
01	00054679	C	08/27/2025	100913	BORDER STATES INDUSTRIES, INC	8,976.84
01	00054680	C	08/27/2025	104335	BOX ELDER SCH DIST FOUNDATION	500.00
01	00054681	C	08/27/2025	890740	CENTURYLINK	396.31
01	00054682	C	08/27/2025	104223	CODALE ELECTRIC	30.00
01	00054683	C	08/27/2025	56197	DENTONS DURHAM JONES PINEGAR PC	4,006.00
01	00054684	C	08/27/2025	901150	IMT COMPANIES LLC	17,509.26
01	00054685	C	08/27/2025	612068	NORTH PARK SCHOOL	640.88
01	00054686	C	08/27/2025	104992	PRINT SHOP	15.00
01	00054687	C	08/27/2025	109177	STATE OF UTAH DEPARTMENT ADM	624,040.00
01	00054688	C	08/27/2025	65374	SUMMIT FIRE & SECURITY LLC	22,233.51
01	00054689	C	08/27/2025	102558	UTAH DEPARTMENT OF HEALTH	32,128.28
01	00054690	C	08/27/2025	511570	UTAH LABOR COMMISSION DIVISION OF	102.00
01	00054691	C	08/27/2025	999016	UTAH RETIREMENT SYSTEMS	10,449.00
01	00054692	C	08/27/2025	24580	VERIZON WIRELESS	5,603.23
01	00054693	C	08/27/2025	31364	95 PERCENT GROUP LLC	24,300.00
01	00054694	C	08/27/2025	38032	AMAZON CAPITAL SERVICES INC	13,841.83
01	00054695	C	08/27/2025	100293	DELL INC	1,198.28
01	00054696	C	08/27/2025	62235	DEX IMAGING LLC	625.30
01	00054697	C	08/27/2025	71170	DISCOVERY EDUCATION, INC	59,040.00
01	00054698	C	08/27/2025	71277	ELAN PUBLISHING	116.98
01	00054699	C	08/27/2025	111247	ESTRELLITA	6,741.80
01	00054700	C	08/27/2025	386370	HYKO SUPPLY CO	3,891.58
01	00054701	C	08/27/2025	102697	INTERCONNECT SERVICES INC	14,985.00
01	00054702	C	08/27/2025	109248	J W PEPPER MUSIC	1,924.30
01	00054703	C	08/27/2025	633340	OFFICE DEPOT	5,571.37
01	00054704	C	08/27/2025	75450	RUDE AMERICAN USA	20,215.00
01	00054705	C	08/27/2025	75035	SCHNEIDER ELECTRIC IT CORP	2,645.20
01	00054706	C	08/27/2025	11681	SCHOOL MATE	399.00
01	00054707	C	08/27/2025	157371	STAPLES	3,959.97
01	00054708	C	08/27/2025	111588	ULINE	6,169.50
01	00054709	C	08/27/2025	891133	UTAH/YAMAS CONTROLS INC	7,078.00
01	00054710	C	08/27/2025	72737	AMERITAS LIFE INSURANCE CORP	3,569.63
01	00054711	C	08/27/2025	999027	B E SCHOOL BOARD FUND	70.00
01	00054712	C	08/27/2025	999024	BOSTON MUTUAL LIFE INS CO - W	406.36
01	00054713	C	08/27/2025	999055	BOX ELDER FOUNDATION	138.00
01	00054714	C	08/27/2025	999023	BOX ELDER SCHOOL DISTRICT	100.00
01	00054715	C	08/27/2025	999033	BUREAU CHILD SUPPORT SERV	4,746.99
01	00054716	C	08/27/2025	65781	DELTA DENTAL INSURANCE COMPANY	32,416.60
01	00054717	C	08/27/2025	999021	ELEVATE CREDIT UNION	6,600.00
01	00054718	C	08/27/2025	999019	EMI HEALTH	333.28
01	00054719	C	08/27/2025	999017	GLOBE LIFE INSURANCE CO	69.12
01	00054720	C	08/27/2025	55590	GURSTEL LAW FIRM, P.C.	977.12
01	00054721	C	08/27/2025	999035	HORACE MANN INSURANCE COMPANY	30,454.65
01	00054722	C	08/27/2025	51080	IDAHO DIV OF MANAGEMENT/CHILD SUPPORT	461.00
01	00054723	C	08/27/2025	999111	MEADE RECOVERY SERVICES LLC	392.29
01	00054724	C	08/27/2025	999084	NATIONAL BENEFITS SERVICES LLC	10,208.62
01	00054725	C	08/27/2025	999156	OLSON SHANER	1,052.67
01	00054726	C	08/27/2025	999079	PEHP	787,704.26
01	00054727	C	08/27/2025	999032	PRE-PAID LEGAL SERVICES	1,275.05
01	00054728	C	08/27/2025	999018	THE HARTFORD	27,864.54
01	00054729	C	08/27/2025	999012	UESP	200.00

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00054730	C	08/27/2025	999003	UTAH STATE TAX COMMISSION	254,324.08
01	00054731	C	08/27/2025	71110	VOYA FINANCIAL	9,301.61
01	05081125	M	08/11/2025	888540	US BANK	147,739.41
01	07082925	M	08/27/2025	999070	HEALTH EQUITY INC	162,090.90
01	08082925	M	08/27/2025	999005	UTAH STATE RETIREMENT FUND	1,630,760.56
01	09080425	M	08/27/2025	999140	BANK OF UTAH	73.26
01	09082025	M	08/27/2025	999140	BANK OF UTAH	81,872.66
01	09082925	M	08/27/2025	999140	BANK OF UTAH	1,422,327.49
<b>Total Bank: 01</b>						<b>\$6,923,654.97</b>
02	00101524	C	08/07/2025	38032	AMAZON CAPITAL SERVICES INC	513.55
02	00101525	C	08/14/2025	38032	AMAZON CAPITAL SERVICES INC	1,581.15
02	00101526	C	08/14/2025	85738	BEAR RIVER HIGH SCHOOL	5,000.00
02	00101527	C	08/14/2025	104338	BOX ELDER HIGH SCHOOL	500.00
02	00101528	C	08/14/2025	109248	J W PEPPER MUSIC	1,494.99
02	00101529	C	08/21/2025	109682	BYU FINANCIAL OFFICE	3,000.00
02	00101530	C	08/21/2025	85559	CENTURY ELEMENTARY	300.00
02	00101531	C	08/21/2025	512588	LAKE VIEW SCHOOL	500.00
02	00101532	C	08/21/2025	75264	THINKWRITE TECHNOLOGIES, LLC	799.09
02	00101533	C	08/27/2025	38032	AMAZON CAPITAL SERVICES INC	67.53
02	00101534	C	08/27/2025	104321	BOX ELDER SCHOOL DISTRICT	1,497.50
02	00101535	C	08/27/2025	50695	TEACHER SYNERGY LLC	178.96
<b>Total Bank: 02</b>						<b>\$15,432.77</b>
11	01106907	A	08/07/2025	67679	MELISSA BAKER	175.84
11	01106908	A	08/07/2025	104132	BEAZER LOCK & KEY	9,838.00
11	01106909	A	08/07/2025	101520	BELL JANITORIAL	837.27
11	01106910	A	08/07/2025	105301	CACHE VALLEY ELECTRIC INC	6,347.30
11	01106911	A	08/07/2025	70939	CAMFIL USA, INC	4,689.30
11	01106912	A	08/07/2025	106437	CARSON ELEVATOR CO INC	352.47
11	01106913	A	08/07/2025	66958	CDW GOVERNMENT, LLC	44,770.00
11	01106914	A	08/07/2025	60500	DOABLE WELLNESS	7,750.00
11	01106915	A	08/07/2025	728870	ENBRIDGE GAS UTAH	3,154.57
11	01106916	A	08/07/2025	73776	JOSH HARROP	500.00
11	01106917	A	08/07/2025	32816	KLEO, INC DBA CLASS WALLET	232,437.50
11	01106918	A	08/07/2025	61182	WHITNEY NELSON	365.25
11	01106919	A	08/07/2025	35718	O C TANNER RECOGNITION COMPANY	120.76
11	01106920	A	08/07/2025	74012	RPNB PRODUCTS CO	1,950.00
11	01106921	A	08/07/2025	74284	THATCHER COMPANY, INC.	2,102.65
11	01106922	A	08/07/2025	100590	WAXIE SANITARY SUPPLY	5,789.70
11	01106923	A	08/14/2025	108695	AIRGAS USA LLC - CENTRAL DIVISION	650.81
11	01106924	A	08/14/2025	71552	SARA ALFONSO	68.00
11	01106925	A	08/14/2025	10111	KATRINA ARGYLE	34.00
11	01106926	A	08/14/2025	75183	PLLESSENT ASAY	34.00
11	01106927	A	08/14/2025	73369	MACLANE BALLARD	56.00
11	01106928	A	08/14/2025	104132	BEAZER LOCK & KEY	8,274.64
11	01106929	A	08/14/2025	95835	JASON V BINGHAM	1,603.30
11	01106930	A	08/14/2025	134250	CEM SALES & SERVICE	596.78
11	01106931	A	08/14/2025	9504	TANYA CHRISTENSEN	68.00
11	01106932	A	08/14/2025	70440	JOSE CONTRERAS	79.52
11	01106933	A	08/14/2025	728870	ENBRIDGE GAS UTAH	4,050.95
11	01106934	A	08/14/2025	110099	FLUXLIGHT INC	2,361.90
11	01106935	A	08/14/2025	75345	SANTIAGO GARCIA PANIAGUA	208.10
11	01106936	A	08/14/2025	72850	KANONI HARRIS	49.00
11	01106937	A	08/14/2025	61530	INTELEPEER CLOUD COMMUNICATIONS, LLC	5,582.98
11	01106938	A	08/14/2025	75019	JENNY IZQUIERDO CASADIEGO	114.31
11	01106939	A	08/14/2025	75353	TENAYA MADSEN	103.47
11	01106940	A	08/14/2025	75361	TRESA NELSON	34.00
11	01106941	A	08/14/2025	62081	NICOLE HESS VINYL	100.00
11	01106942	A	08/14/2025	74489	PAULINA RAYON NIETO	103.47
11	01106943	A	08/14/2025	75337	CESAR RUEDA NUNEZ	136.00
11	01106944	A	08/14/2025	12688	SYSCO	5,071.06
11	01106945	A	08/14/2025	100590	WAXIE SANITARY SUPPLY	4,411.50
11	01106946	A	08/21/2025	109024	ARBITERPAY TRUST ACCOUNT	62,000.00

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Bank	Check	Type	Date	Vendor	Vendor Name	Amount
11	01106947	A	08/21/2025	109023	ARBITERPAY TRUST ACCOUNT	81,000.00
11	01106948	A	08/21/2025	101520	BELL JANITORIAL	2,169.66
11	01106949	A	08/21/2025	70939	CAMFIL USA, INC	360.80
11	01106950	A	08/21/2025	22837	CHASE GODDARD	365.00
11	01106951	A	08/21/2025	322776	GRAINGERS INC	260.20
11	01106952	A	08/21/2025	32816	KLEO, INC DBA CLASS WALLET	6,830.00
11	01106953	A	08/21/2025	74012	RPNB PRODUCTS CO	75.00
11	01106954	A	08/21/2025	75418	CODY STOREY	500.00
11	01106955	A	08/21/2025	60909	TRINA THOMSON	451.92
11	01106956	A	08/21/2025	100590	WAXIE SANITARY SUPPLY	2,285.90
11	01106957	A	08/21/2025	70246	DIANA WHITAKER	285.57
11	01106958	A	08/27/2025	101520	BELL JANITORIAL	9,521.14
11	01106959	A	08/27/2025	54020	TAWNIE BOWCUTT	360.00
11	01106960	A	08/27/2025	35521	MATTHEW BRAUN BOWDEN	80.00
11	01106961	A	08/27/2025	70939	CAMFIL USA, INC	12.80
11	01106962	A	08/27/2025	108940	CERTIFIED INSPECTION SERVICES/ C MAEDGEN	352.20
11	01106963	A	08/27/2025	107656	DWA CONSTRUCTION INC	520,082.37
11	01106964	A	08/27/2025	322776	GRAINGERS INC	10.26
11	01106965	A	08/27/2025	58300	JOSH HOCHSTETTLER	148.00
11	01106966	A	08/27/2025	75493	KATHERINE KRUGER	74.43
11	01106967	A	08/27/2025	3603	CASEY LILJENQUIST	148.00
11	01106968	A	08/27/2025	74284	THATCHER COMPANY, INC.	2,633.40
11	01106969	A	08/27/2025	100590	WAXIE SANITARY SUPPLY	1,952.84
<b>Total Bank: 11</b>						<b>\$1,046,931.89</b>
15	00000356	C	08/12/2025	489250	KENTS MARKET PL/BRIGHAM	12.99
15	00000357	C	08/12/2025	489240	KENTS MARKET PL/TREMONTON	15.79
15	00000358	C	08/12/2025	72435	TWISTED SUGAR TREMONTON	20.00
15	00000359	C	08/12/2025	38032	AMAZON CAPITAL SERVICES INC	910.16
15	00000360	C	08/26/2025	14958	CULLIGAN	139.95
15	00000361	C	08/26/2025	27510	LINDSI FLORENCE	265.00
15	00000362	C	08/26/2025	43567	PENCIL WHOLESale LLC	152.00
15	00000363	C	08/26/2025	38032	AMAZON CAPITAL SERVICES INC	2,972.67
<b>Total Bank: 15</b>						<b>\$4,488.56</b>
33	30403203	C	08/06/2025	57223	SCHOOL CHECK IN / NAVIGATE 360	273.19
33	30403204	C	08/06/2025	75302	JESSICA PRINCIPE	50.00
33	30403205	C	08/22/2025	38032	AMAZON CAPITAL SERVICES INC	834.64
33	30403206	C	08/22/2025	104321	BOX ELDER SCHOOL DISTRICT	252.96
33	30403207	C	08/22/2025	158220	COVER UP	5,000.00
33	30403208	C	08/22/2025	46965	LITTLE REDS LLC	900.00
<b>Total Bank: 33</b>						<b>\$7,310.79</b>
34	30803828	C	08/07/2025	38032	AMAZON CAPITAL SERVICES INC	85.05
34	30803829	C	08/07/2025	106202	JOHN FINDLAY	510.00
34	30803830	C	08/07/2025	104992	PRINT SHOP	296.00
34	30803831	C	08/07/2025	70874	TEACH THE WORLD TO READ LLC	1,000.00
34	30803832	C	08/18/2025	104321	BOX ELDER SCHOOL DISTRICT	199.00
<b>Total Bank: 34</b>						<b>\$2,090.05</b>
35	40403476	C	08/18/2025	38032	AMAZON CAPITAL SERVICES INC	658.96
35	40403477	C	08/18/2025	104321	BOX ELDER SCHOOL DISTRICT	249.49
35	40403478	C	08/18/2025	103604	SCHOLASTIC EDUCATION	938.36
<b>Total Bank: 35</b>						<b>\$1,846.81</b>
36	40804803	C	08/14/2025	38032	AMAZON CAPITAL SERVICES INC	242.98
36	40804804	C	08/14/2025	104321	BOX ELDER SCHOOL DISTRICT	60.42
36	40804805	C	08/14/2025	489250	KENTS MARKET PL/BRIGHAM	79.18
36	40804806	C	08/14/2025	4960	OLD GRIST MILL BREAD	98.68
36	40804807	C	08/21/2025	38032	AMAZON CAPITAL SERVICES INC	535.91
36	40804808	C	08/21/2025	45500	BOX ELDER SCHOOL DISTRICT	240.00
36	40804809	C	08/21/2025	25119	SIZZLING PLATTER	84.87
<b>Total Bank: 36</b>						<b>\$1,342.04</b>

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37	70415593	C	08/07/2025	1724	ACE HARDWARE TREMONTON	210.70
37	70415594	C	08/07/2025	38032	AMAZON CAPITAL SERVICES INC	1,579.09
37	70415595	C	08/07/2025	107102	BEAR RIVER BOWLING CENTER / THE GRILL	94.00
37	70415596	C	08/07/2025	104321	BOX ELDER SCHOOL DISTRICT	7,126.00
37	70415597	C	08/07/2025	12734	CITY OF ST GEORGE	300.00
37	70415598	C	08/07/2025	327480	GREER'S HARDWARE	13.43
37	70415599	C	08/07/2025	109248	J W PEPPER MUSIC	159.99
37	70415600	C	08/07/2025	12840	KARA'S KONCEPTS	68.00
37	70415601	C	08/07/2025	489240	KENTS MARKET PL/TREMONTON	836.66
37	70415602	C	08/07/2025	4960	OLD GRIST MILL BREAD	61.90
37	70415603	C	08/07/2025	28967	ROBOTICS ED & COMPETITION FOUNDATION	375.00
37	70415604	C	08/07/2025	810361	STANDARD PLUMBING SUPPLY	77.92
37	70415605	C	08/07/2025	157371	STAPLES	1,091.71
37	70415606	C	08/07/2025	75329	JETT UDY	1,000.00
37	70415607	C	08/07/2025	927359	WEST FIELD HIGH SCHOOL	450.00
37	70415608	C	08/07/2025	32824	YES PRINT COPY N MORE, LLC	186.81
37	70415609	C	08/14/2025	38032	AMAZON CAPITAL SERVICES INC	1,812.95
37	70415610	C	08/14/2025	75396	BALLFROG.COM	4,995.00
37	70415611	C	08/14/2025	68764	BEARDED LUMBERJACK, LLC	200.00
37	70415612	C	08/14/2025	108563	ABBAY INN	2,696.72
37	70415613	C	08/14/2025	53457	BLACK STITCH LLC	2,835.00
37	70415614	C	08/14/2025	104321	BOX ELDER SCHOOL DISTRICT	7,368.55
37	70415615	C	08/14/2025	30520	FLAMES6 INC	10,617.00
37	70415616	C	08/14/2025	13706	METTLE WRESTLING	1,900.00
37	70415617	C	08/14/2025	25453	PRIDE EMBROIDERY & SCREEN PRINTING	636.03
37	70415618	C	08/14/2025	35963	SHAUN D CHRISTENSEN	1,200.00
37	70415619	C	08/14/2025	75388	SUGAR & SIPS, LLC	110.00
37	70415620	C	08/14/2025	16535	VEX ROBOTICS	2,725.11
37	70415621	C	08/14/2025	43753	VISTA HIGHER LEARNING, INC.	1,124.25
37	70415622	C	08/21/2025	1	JUSTIN BUHL	386.00
37	70415623	C	08/21/2025	38032	AMAZON CAPITAL SERVICES INC	245.15
37	70415624	C	08/21/2025	6076	BAND SHOPPE	481.30
37	70415625	C	08/21/2025	15725	COSTCO MEMBERSHIP	139.49
37	70415626	C	08/21/2025	47317	HOFFMAN AL BREEDERS, INC.	40.00
37	70415627	C	08/21/2025	64823	JO AND JAX LLC	4,581.68
37	70415628	C	08/21/2025	47007	SPANISH FORK HIGH SCHOOL	215.00
37	70415629	C	08/21/2025	67326	PIZZA PLUS OF TREMONTON	52.92
37	70415630	C	08/21/2025	36510	RIDGELINE HIGH SCHOOL	1,200.00
37	70415631	C	08/21/2025	54313	SCHOOL SPECIALTY, LLC	2,161.16
37	70415632	C	08/21/2025	39667	SIGN GYPSIES BOX ELDER	65.00
37	70415633	C	08/21/2025	75078	ALEXIS IDOKA	150.43
37	70415634	C	08/21/2025	5932	VARSITY SPIRIT FASHIONS	892.62
37	70415635	C	08/27/2025	1	TODD MILLER	144.00
37	70415636	C	08/27/2025	66559	ALLTEAM SPORTSWEAR	880.00
37	70415637	C	08/27/2025	38032	AMAZON CAPITAL SERVICES INC	1,893.00
37	70415638	C	08/27/2025	31658	BSN SPORTS	10,107.31
37	70415639	C	08/27/2025	75590	CALEB HARDY	23,749.88
37	70415640	C	08/27/2025	75515	EVANS, GROVER AND BEINS, PC	870.00
37	70415641	C	08/27/2025	38644	GREEN CANYON HIGH SCHOOL	3,500.00
37	70415642	C	08/27/2025	33790	HENRY SCHEIN INC	197.32
37	70415643	C	08/27/2025	422180	INDUSTRIAL TOOL & SUPPLY	366.61
37	70415644	C	08/27/2025	70700	MALLORY MERRILL	780.00
37	70415645	C	08/27/2025	66834	MOUNTAIN VALLEY PRINTING	8,513.43
37	70415646	C	08/27/2025	4960	OLD GRIST MILL BREAD	182.96
37	70415647	C	08/27/2025	75582	SAVANNAH REMLEY	1,000.00
37	70415648	C	08/27/2025	110975	RIDDELL ALL AMERICAN SPORTS	163.95
37	70415649	C	08/27/2025	769715	SAM'S CLUB BUSINESS PAYMENTS	4,158.61
37	70415650	C	08/27/2025	111790	SUNSTONE POTTERY	6,179.55
37	70415651	C	08/27/2025	75523	VALLEY DUMPSTERS, LLC	1,925.00
37	70415652	C	08/27/2025	16535	VEX ROBOTICS	1,237.81
<b>Total Bank: 37</b>						<b>\$128,312.00</b>

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38	70815675	C	08/15/2025	1	BAILLI CLAY	65.00
38	70815676	C	08/15/2025	1	DAVIS NELSON	600.00
38	70815677	C	08/15/2025	1	JAYCIE MARTINI	65.00
38	70815678	C	08/15/2025	1	SPENCER LIFFERTH	200.00
38	70815679	C	08/15/2025	112046	ACE HARDWARE - BRIGHAM	45.96
38	70815680	C	08/15/2025	38032	AMAZON CAPITAL SERVICES INC	2,744.33
38	70815681	C	08/15/2025	104321	BOX ELDER SCHOOL DISTRICT	1,968.64
38	70815682	C	08/15/2025	104321	BOX ELDER SCHOOL DISTRICT	6,614.96
38	70815683	C	08/15/2025	104321	BOX ELDER SCHOOL DISTRICT	1,861.67
38	70815684	C	08/15/2025	31658	BSN SPORTS	4,514.50
38	70815685	C	08/15/2025	51055	BULK BOOKSTORE	412.75
38	70815686	C	08/15/2025	14583	CASTLE MANOR LLC	2,300.00
38	70815687	C	08/15/2025	107994	CERTIFIED SHRED	44.00
38	70815688	C	08/15/2025	64017	COPPER CANYON APPAREL	598.00
38	70815689	C	08/15/2025	158220	COVER UP	575.64
38	70815690	C	08/15/2025	38644	GREEN CANYON HIGH SCHOOL	800.00
38	70815691	C	08/15/2025	51977	HONEYBUCKET	290.00
38	70815692	C	08/15/2025	75094	IC GROUP	738.06
38	70815693	C	08/15/2025	51632	IMPACT APPLICATIONS, INC	550.00
38	70815694	C	08/15/2025	109248	J W PEPPER MUSIC	83.99
38	70815695	C	08/15/2025	100550	JOSTENS INC	2.88
38	70815696	C	08/15/2025	74055	M&K GRAPHICS AND APPAREL	175.00
38	70815697	C	08/15/2025	4910	NATIONAL FFA ORGANIZATION	84.00
38	70815698	C	08/15/2025	66540	NATIONAL SPEECH & DEBATE ASSOCIATION	149.00
38	70815699	C	08/15/2025	4960	OLD GRIST MILL BREAD	36.83
38	70815700	C	08/15/2025	698980	PEPSI-COLA OF OGDEN	1,206.85
38	70815701	C	08/15/2025	37710	JESSICA AUTUMN ROBERTS	2,000.00
38	70815702	C	08/15/2025	19488	T SHIRT CHOP SHOP	1,956.00
38	70815703	C	08/15/2025	6149	THE LOGO SHOP	1,072.50
38	70815704	C	08/15/2025	36935	UTAH'S BEST VACATION RENTALS	2,739.66
38	70815705	C	08/15/2025	14800	NICOLE WARDLE	150.00
38	70815706	C	08/19/2025	104321	BOX ELDER SCHOOL DISTRICT	13,307.02
38	70815707	C	08/27/2025	1	TRUDY NEWEY	127.00
38	70815708	C	08/27/2025	71218	7TH SOUTH DESIGNS, LLC	2,651.00
38	70815709	C	08/27/2025	112046	ACE HARDWARE - BRIGHAM	78.47
38	70815710	C	08/27/2025	38032	AMAZON CAPITAL SERVICES INC	1,898.84
38	70815711	C	08/27/2025	106895	BADGER SCREEN PRINTING CO	180.91
38	70815712	C	08/27/2025	53457	BLACK STITCH LLC	4,048.00
38	70815713	C	08/27/2025	104321	BOX ELDER SCHOOL DISTRICT	1,098.41
38	70815714	C	08/27/2025	104321	BOX ELDER SCHOOL DISTRICT	1,291.80
38	70815715	C	08/27/2025	31658	BSN SPORTS	1,846.52
38	70815716	C	08/27/2025	75604	STEVEN PRESTON COBURN	3,299.00
38	70815717	C	08/27/2025	4618	COLEMAN KNITTING MILL	773.00
38	70815718	C	08/27/2025	47635	EPIC PRODUCTIONS LLC	5,004.00
38	70815719	C	08/27/2025	37672	EWELL EDUCATIONAL SERVICES INC	32.00
38	70815720	C	08/27/2025	73130	GOOSE IT LACROSSE LLC	300.00
38	70815721	C	08/27/2025	4790	HOME DEPOT CREDIT SERVICE	76.05
38	70815722	C	08/27/2025	100550	JOSTENS INC	357.00
38	70815723	C	08/27/2025	58505	MAGOOSH INC.	2,625.00
38	70815724	C	08/27/2025	110154	MEDCO SCHOOL	2,779.55
38	70815725	C	08/27/2025	65242	SETH MORTENSEN	400.00
38	70815726	C	08/27/2025	4960	OLD GRIST MILL BREAD	531.12
38	70815727	C	08/27/2025	698980	PEPSI-COLA OF OGDEN	358.50
38	70815728	C	08/27/2025	10731	SMITH'S CUSTOMER CHARGES	818.52
38	70815729	C	08/27/2025	111790	SUNSTONE POTTERY	1,473.12
38	70815730	C	08/27/2025	5223	SWIRE COCA-COLA	949.68
38	70815731	C	08/27/2025	6149	THE LOGO SHOP	1,088.00
38	70815732	C	08/27/2025	7480	TOOELE HIGH SCHOOL	230.00
38	70815733	C	08/27/2025	100686	UHSAA / UTAH HIGH SCHOOL ACT ASSOC	2,450.00
38	70815734	C	08/27/2025	23329	VALLEY ATHLETICS	1,564.83
38	70815735	C	08/27/2025	5908	WALMART COMMUNITY	2,937.44
38	70815736	C	08/27/2025	4316	SNOW CANYON HIGH SCHOOL	650.00

**Check Register Summary**

Batch Year: 26 Bank: All Date Range: 08/01/2025 - 09/30/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
<b>Total Bank: 38</b>						<b>\$89,870.00</b>
39	77800629	C	08/20/2025	104321	BOX ELDER SCHOOL DISTRICT	2,034.47
<b>Total Bank: 39</b>						<b>\$2,034.47</b>

<b>Total Computer Checks:</b>	<b>\$3,731,518.18</b>
<b>Total Manual Checks:</b>	<b>\$3,444,864.28</b>
<b>Total ACH Checks:</b>	<b>\$1,046,931.89</b>
<b>Total Other Checks:</b>	<b>\$0.00</b>
<b>Total Electronic Checks:</b>	<b>\$0.00</b>
<b>Total Computer Voids:</b>	<b>\$0.00</b>
<b>Total Manual Voids:</b>	<b>\$0.00</b>
<b>Total ACH Voids:</b>	<b>\$0.00</b>
<b>Total Other Voids:</b>	<b>\$0.00</b>
<b>Total Electronic Voids:</b>	<b>\$0.00</b>
<b>Grand Total:</b>	<b>\$8,223,314.35</b>
<b>Number of Checks:</b>	<b>421</b>

Batch Year	Batch	Amount
26	000092	1,947.90
26	000137	6,255.14
26	000165	261,857.05
26	000166	21,857.46
26	000167	56,330.20
26	000168	186,135.91
26	000170	1,306.12
26	000195	323.19
26	000202	1,891.05
26	000203	13,631.21
26	000207	642,968.75
26	000208	83,331.88
26	000209	2,559.70
26	000210	76,203.65
26	000211	149,589.37
26	000212	7,783.57
26	000213	48.78
26	000214	910.16
26	000235	38,220.61
26	000241	481.26
26	000245	34,645.22
26	000246	158,503.36
26	000247	72,467.25
26	000248	4,185.52
26	000249	207,477.40
26	000250	400.00
26	000251	4,599.09
26	000252	556.95
26	000253	2,972.67
26	000256	199.00
26	000258	1,846.81
26	000265	13,307.02
26	000269	2,034.47
26	000270	10,610.75
26	000271	860.78
26	000273	6,987.60
26	000274	713,025.99
26	000275	5,999.54
26	000276	9,006.84
26	000277	172,746.43
26	000278	520,207.37
26	000279	1,743.99
26	000280	147,739.41

# Check Register Summary

Batch Year: 26    Bank: All    Date Range: 08/01/2025 - 09/30/2025

Batch Year	Batch	Amount
26	000293	41,917.76
26	000294	65,849.43
26	000302	4,469,790.74

For September 10, 2025 Board Meeting

**Leaving the District**

<i>Site</i>	<i>Employee</i>	<i>Position</i>	<i>Reason</i>
BEMS	Lori Lund	Resource Teacher	Terminated
TMC	Ellie Hilton	Collaboration Para	Resigned
TMC	Tayson Burdych	Student Custodian	Resigned
TMC	Sheri Wyatt	Functional Skills Para	Resigned
Garland	Kimberly Gee	ED Para	Resigned
Discovery	Ashley Neilson	Cook	Resigned
Young	Ava Kennington	ED Para	Resigned
BRHS	Adele Wood	Custodian	Resigned
BRMS	Adella Corbridge	Comp. Guidance Clerk	Resigned
Transportation	David Armitstead	Bus Driver	Death
Century	Emily Stacey	Office Aide	Resigned
Transportation	Janet Hoyle	Transportation	Resigned
TMC	Valerie Nordgren	TMC	Resigned
District Office	Emmalee Parkin	ESY Para	Resigned
North Park	Starlee Showell	SPL	Resigned
Harris	Ann Wager	Teacher	Resigned
BEMS	Logan Clark	ELL Para	Temp
Garland	Beth Burbank	TSSA Para	Resigned
Discovery	Denai Garn	Instructional Para	Resigned
Lake View	Krystal Clark	ELL Para	Resigned
McKinley	Laura Whatcott	Collaboration Para	Resigned
TMC	Kiley Prince	Instructional Para	Resigned
Century	Melanie Francis	Collaboration Para	Resigned
ACYI	Malinda Peck	School within a School	Resigned
ACYI	Karin Olson	Functional Skills Para	Resigned
District Office	Julie Sealy	Cook Substitute	Resigned
BRHS	Graison Holmgren	Custodian	Resigned
Fielding	Amber Richards	Media Aide	Resigned
BEHS	Madeline Newton	Custodian	Resigned
Fielding	Kristy Noyes	Math Para	Resigned

**New Hires - None**

<i>Site</i>	<i>Employee</i>	<i>Position</i>
District Office	Eddie Diehl	Substitute Bus Driver
BRMS	Ashley Moyes	Functional Skills Para
Golden Spike	Italy Childs	Instructional Para
Garland	Lillee Griffiths	Instructional Para
Golden Spike	Alisa Rivera	Counselor
TMC	KaitLyn Wilcox	ED Para
Golden Spike	Lacey Lemon	Resource Para
Golden Spike	Anna Reeves	Resource Para
Fielding	Lonni Tilley	Kindergarten Teacher
District Office	Abigail Merrill	Roaming Custodian
Willard	Virginia Newman	Instructional Para
Discovery	Zachary Gibbs	Student Custodian
Young	Deanna Crockett	SOAR Aide
Golden Spike	Dalin Price	CS/Stem Para
Century	Kuulei Davies	Literacy Para
Golden Spike	Kelly Haws	SEL Prep Para
Willard	Freedom Loren	Functional Skills Para
Discovery	Maegyn Ipsen	Kindergarten Teacher

McKinley	Cianne Patterson	Kindergarten Para
McKinley	Stephani Hammon	Kindergarten Teacher
District Office	Brittnee Christensen	Substitute
Garland	Julie Esplin	Character Ed Prep Para
Century	Sarah Johnson	Overcrowding Para
Willard	Jill Coburn	Kindergarten Para
Golden Spike	Brenda Richardson	Trustlands Para
TMC	Garrett Burdych	Student Custodian
District Office	Bethany Taylor	Facilities Clerical Assistant
Lake View	Ivy Tuck	Kindergarten Para
Century	Gabrielle Stone	ELL Para/ Collaboration Para
Fielding	Brittany Stone	Kindergarten Para
BEMS	Bethany White	8th Grade Language Arts
Lake View	Karalee Lyman	Instructional Para
BEHS	Jeremy Gee	Asst. Baseball Coach
BEHS	Crystal Dillender	ED Para
Century	Mindy Salisbury	Literacy Para
District Office	Bailey Nessen	Nurse
Fielding	Alyssa Harris	Kindergarten Para
Fielding	Heather Hilmanowski	Kindergarten Para
BEHS	Stephanie Bowden	Asst. Girls Basketball Coach
BEHS	Martha Ewer	Check & Connect Mentor
McKinley	Aubrey Thompson	Media Aide
Golden Spike	Micayle Taylor	PE Prep Para
North Park	Lollie Andersen	Instructional Para
Harris	Megan Moyer	Instructional Para
BEMS	Jared Snell	9th Grade SPED
Garland	Siri Corbridge	ED Para
Golden Spike	Raigan Williams	Overcrowding Para
Garland	Nicole Hale	Functional Skills Para
Lake View	Christina Brown	Kindergarten Para
Lake View	Raegen Greene	Instructional Para
Garland	Alexa Freeze	DLI Instructional Para
Garland	Sherrie Jellum	Instructional Para
Young	Emily Pfatenhauer	Reading Para
BRMS	Meghan Thornley	Behavior Para
Century	Hollee Fawcett	PE Prep Para
Discovery	Crystal Terry	Overcrowding Para
Golden Spike	Naphtali Blanquie	Instructional Para
Golden Spike	Rikki Malone	LEAP/SLT
McKinley	Kamilyn Michaelis	Instructional Para
North Park	Heidi Ross	ELL Para
District Office	Monica Smith	Substitute
District Office	Malissa Freeze	Substitute
Garland	Erica Hazen	Instructional Para
Fielding	Taylor Grover	Overcrowding Para
Willard	Catherine Hall	Kindergarten Para
Fielding	Brooklyn Stenquist	Overcrowding Para
TMC	Annese Holden	Functional Skills Para
Golden Spike	Katelyn Morris	Cook
Fielding	Brittney Lamborn	Instructional Para
Lake View	Gasdaly Meres	DLI Overcrowding Para
Lake View	Jordan Buist	Overcrowding Para

Box Elder School District  
Secondary Club Application

1. Recommended club name Bear River Art OPPS

2. What is the club's purpose? "A club that comes together when the "opportunity" for Art + Creativity Arise!"

3. What are the club's goals? • Bringing School + community together through the arts. • Expanding student opportunity + creativity beyond the classroom.

4. What activities will be planned for the club? • Service projects w/ elementary school

5. Please indicate which of the following categories are appropriate for the proposed club:

- Athletic
- Business/Economic
- Agriculture
- Art/Music/Performance
- Science
- Gaming
- Religious
- Community Service/Social Justice
- Other (Please explain)

6. Are you asking for the club to be considered curricular  or non-curricular ?

7. Meeting information:

Preferred meeting time during the day (must be non-instructional time) Afterschool

Anticipated number of meetings per month 1 (3x a year)

Preferred location for club meetings Artrooms

8. Proposed faculty advisor Angela Lewis

9. Financial information:

Will the club have a budget? NO budget (except for when we coordinate with other schools, we will work with theirs.)

What will the budget be?

Where will the money come from? \$15 charge for members for food + supplies

How will the money be spent?

10. By submitting this application you are giving your assurance that the club will comply with the provisions of policies of the Box Elder Board of Education, the Utah State Board of Education, and the State of Utah.

\_\_\_\_\_  
Signatures of at least three students (non-curricular club) with dates of signatures.

By signing as club advisor/sponsor below, I agree to oversee and supervise all activities of the proposed club.

Angela Lewis 8/23/2025  
Club Advisor/Sponsor (curricular club) Date

11. Club's application approval:

(Yes or No) Paul Bz 8-15-25  
Principal or Principal's Designee Date

(Yes or No) Steve 8/21/25  
Board President or Designee Date

12. Club's name approval:

(Yes or No) Paul Bz 8-15-25  
Principal or Principal's Designee Date

(Yes or No) Steve 8/21/25  
Board President or Designee Date

# Art Opps Club

## Who is in art club?

Our audience is usually our standard artists (a bunch of collective introverts)

Students who are interested in art buy may not have time for art class.

We want to work with SBO artist to collect more interest.

## Art Opps Goals

Every trimester has an activity planned.

Service Projects- At least once a year work on a large project

- a. Working on elementary playgrounds
- b. Murals contributing to school spirit  
*community +*

### Art Activities

- a. Springville Museum art field trip
- b. Painting night
  - a. Pumpkin decoration
  - b. Kids night- Art clinical art camp. Art Opps kids prepare lesson for kids.

## Money

Food- Refreshments for long hours (pizza and donuts, etc) (\$100 a trimester)

Art supplies- Paint, rollers, brushes, tape, plastic drip cloth (\$200 a trimester)

**Total asking for: \$900**

Box Elder School District  
Secondary Club Application

1. Recommended club name Bear River HS SkillsUSA
2. What is the club's purpose? To empower students to become skilled professionals, career-ready leaders, and responsible community members
3. What are the club's goals? To advance the CTE program student skills through competition and community engagement
4. What activities will be planned for the club? Regional SkillsUSA Competition (October), and State SkillsUSA Competition (March)

5. Please indicate which of the following categories are appropriate for the proposed club:

- |   |  |
|---|--|
| <input type="checkbox"/> Athletic                     | <input type="checkbox"/> Gaming                            |
| <input checked="" type="checkbox"/> Business/Economic | <input type="checkbox"/> Religious                         |
| <input type="checkbox"/> Agriculture                  | <input type="checkbox"/> Community Service/Social Justice  |
| <input type="checkbox"/> Art/Music/Performance        | <input checked="" type="checkbox"/> Other (Please explain) |
| <input type="checkbox"/> Science                      | <u>Career &amp; Technical Education</u>                    |

6. Are you asking for the club to be considered curricular  or non-curricular ?

7. Meeting information:

Preferred meeting time during the day (must be non-instructional time) 2:30 PM - 3:30 PM

Anticipated number of meetings per month 8-10 (2 per week, at most)

Preferred location for club meetings Ag 02

8. Proposed faculty advisor Adam Eden

9. Financial information:

Will the club have a budget? Yes

What will the budget be? \$35 per member (dues), \$50 per member (state competition, fee only)

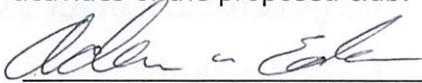
Where will the money come from? Dues

How will the money be spent? Fees, Overnight accommodation (state), food, and club upkeep

10. By submitting this application you are giving your assurance that the club will comply with the provisions of policies of the Box Elder Board of Education, the Utah State Board of Education, and the State of Utah.

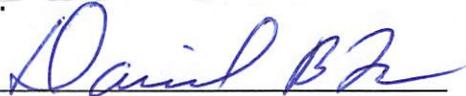
\_\_\_\_\_  
Signatures of at least three students (non-curricular club) with dates of signatures.

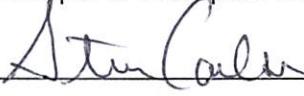
By signing as club advisor/sponsor below, I agree to oversee and supervise all activities of the proposed club.

  
Club Advisor/Sponsor (curricular club)

23 July 2025  
Date

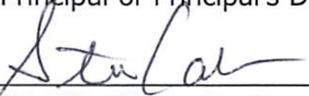
11. Club's application approval:

✓ (Yes or No)  8/2/2025  
Principal or Principal's Designee Date

✓ (Yes or No)  8/21/25  
Board President or Designee Date

12. Club's name approval:

✓ (Yes or No)  8-2-2025  
Principal or Principal's Designee Date

✓ (Yes or No)  8/21/25  
Board President or Designee Date

Box Elder School District  
Secondary Club Application

1. Recommended club name BE AUTO CLUB
2. What is the club's purpose? Promote continued learning in automotive technology by offering access to extra shop time and advanced projects
3. What are the club's goals? Promote Automotive Technology and Automotive Performance through Hands-on directed projects.
4. What activities will be planned for the club? Shop Nights, 1 per month for several hours, Career Exploration Field trips, Automotive Technology Competitions
5. Please indicate which of the following categories are appropriate for the proposed club:  

<input type="checkbox"/> Athletic	<input type="checkbox"/> Gaming
<input type="checkbox"/> Business/Economic	<input type="checkbox"/> Religious
<input type="checkbox"/> Agriculture	<input type="checkbox"/> Community Service/Social Justice
<input type="checkbox"/> Art/Music/Performance	<input checked="" type="checkbox"/> Other (Please explain)
<input type="checkbox"/> Science	<u>CTE</u>
6. Are you asking for the club to be considered curricular  or non-curricular ?
7. Meeting information:  
Preferred meeting time during the day (must be non-instructional time) Lunch / 2:30  
Anticipated number of meetings per month 2  
Preferred location for club meetings B-13
8. Proposed faculty advisor JACOB JOHNSON

9. Financial information:

Will the club have a budget? Yes

What will the budget be? TBD

Where will the money come from? Sponsors & Students

How will the money be spent? Club Swag / Club Projects / Field trips

10. By submitting this application you are giving your assurance that the club will comply with the provisions of policies of the Box Elder Board of Education, the Utah State Board of Education, and the State of Utah. 4/27/25

Adam Corradini <sup>08/26/25</sup> [Signature] [Signature] Jr 9/3/25 <sup>w/39+ Abraham</sup> 9/3/25  
Signatures of at least three students (non-curricular club) with dates of signatures.

By signing as club advisor/sponsor below, I agree to oversee and supervise all activities of the proposed club.

[Signature]  
Club Advisor/Sponsor (curricular club)

8/26/25  
Date

11. Club's application approval:

yes (Yes or No) [Signature] 9/4/25  
Principal or Principal's Designee Date

x (Yes or No) [Signature] 9/8/25  
Board President or Designee Date

12. Club's name approval:

yes (Yes or No) [Signature] 9/4/25  
Principal or Principal's Designee Date

x (Yes or No) [Signature] 9/8/25  
Board President or Designee Date



BOX ELDER SCHOOL DISTRICT  
 960 South Main  
 Brigham City, Utah 84302

August 25, 2025

1. CONTRACTING PARTIES: This contract is between the Box Elder School District hereafter referred to as ("District") and CBRE Inc.

<b>Contractor Name</b> CBRE Inc.	<b>Address</b> 222 S. Main Street, 4th Floor	<b>City, State and Zip Code</b> Salt Lake City, UT 84101
<b>Contact Person</b> Patrick Juhlin	<b>Telephone Number</b> 801-869-8005	<b>Email address</b> patrick.juhlin@cbre.com

2. GENERAL PURPOSE OF CONTRACT: Box Elder School District ("District") intends to use the services of CBRE Inc. to assist in purchasing, trading, acquiring, and selling of real estate properties, and to provide consultation in support of strategic planning. CBRE is prepared to provide services, advice, and facilitate real estate land transactions, on behalf of the District, in return for a negotiated commission fee for services rendered.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on bid/proposal #BESD-RFQ-05-2024-07-500.
4. CONTRACT PERIOD: Effective date – August 30, 2025. Termination date – August 30, 2030, unless extended in accordance with the terms and conditions of this contract. Renewal options: Contract may be extended, at the option of both parties, for an additional 5-year term or as required by the District. Termination must be given in writing, 30 days in advance.
5. CONTRACT COSTS: See attachment B.
6. ATTACHMENT A: CBRE Master Services Agreement  
 ATTACHMENT B: CBRE Cost Proposal

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CBRE Inc.

Box Elder School District

-----  
 Signature

-----  
 Signature

-----  
 Print

-----  
 Print

-----  
 Title

-----  
 Title

-----  
 Date

-----  
 Date

## MASTER REAL ESTATE SERVICES AGREEMENT

This Master Real Estate Services Agreement (“Agreement”) is entered into as of August 30, 2025 (“Effective Date”) between Box Elder School District (“Client”), and CBRE, Inc., a Delaware corporation (“CBRE”; together with Client, “Parties”). Client and CBRE agree as follows:

### 1. SERVICES; TERM; COMPENSATION.

#### 1.1 Services.

**1.1.1** Client appoints CBRE to provide the services described in the service addenda attached to this Agreement (each, a “Service”; collectively, the “Services”). Such service addenda are each an “Addendum” and collectively the “Addenda”, and each Addendum and references thereto shall be deemed to include (a) any exhibits, appendices, or other attachments attached to such Addendum and (b) any engagement letter, work/task order or other document in whatever form pursuant to which CBRE performs the Service(s) set forth in such Addendum. The Addenda are incorporated in and made a part of this Agreement.

**1.1.2** CBRE accepts such appointment and shall render the Services upon the terms and conditions in this Agreement and the applicable Addendum. CBRE shall perform the Services directly using able, qualified and trained employees of CBRE (to the extent employed to render Services, a “CBRE Employee”) for the Services to be performed by CBRE under this Agreement.

**1.1.3** Client shall furnish all information, data, documentation, estimates, opinions, projections, and assumptions necessary or requested by CBRE for CBRE’s performance of the Services and shall render all required approvals and decisions with reasonable promptness for the orderly performance of the Services. CBRE is permitted to rely on such information, data, documentation, estimates, opinions, projections, and assumptions furnished to CBRE by Client or third parties, without verifying its accuracy, reliability, or completeness.

**1.1.4** CBRE will appoint an account team to supervise and coordinate the Services (the “Account Team”), which Account Team will consist of the following CBRE Employees: Patrick Juhlin and Bruce Zollinger. CBRE will have the right to change members of the Account Team as reasonably necessary and appropriate.

#### 1.2 Term.

**1.2.1** The term of this Agreement shall commence on the Effective Date and expire on August 30, 2030, unless extended by mutual agreement of the Parties (the “Term”). Renewal options: Contract may be extended, at the option of both parties, for an additional 5-year term or as required by the District. Termination must be given in writing, 30 days in advance. Notwithstanding the foregoing, the term of CBRE’s provision of Services pursuant to an Addendum shall be governed by such Addendum.

**1.2.2** If a Party defaults under this Agreement in any material respect, and such default continues for a period of 30 days after written notice from the other Party, the other Party may terminate this Agreement and/or exercise its available remedies if the defaulting Party fails to cure or remedy such default within such 30-day period. Furthermore, if Client fails to make a payment when due to CBRE, and such non-payment continues for 30 days after written notice thereof, CBRE may also cease or suspend performance of the Services.

#### 1.3 Compensation.

**1.3.1** CBRE shall be entitled to the compensation and reimbursement amounts as described, and at the times provided, in the applicable Addendum.

**1.3.2** CBRE shall prepare and present to Client invoices for compensation, reimbursement and any other charges due from Client to CBRE, which invoices shall be in a form reasonably acceptable to Client, including itemization of all reimbursable items and showing applicable fees, and such other information as Client reasonably may need or desire to comply with any applicable laws. Invoices shall be delivered at least once monthly. All payments to CBRE under this Agreement shall be made in the amounts then due and payable without offset, abatement or deduction of any kind whatsoever. All sums due to CBRE from Client under this Agreement shall be paid within 30 days following receipt of an invoice therefore from CBRE or such other payment terms specified in an Addendum and shall be paid pursuant to the instructions in the invoice.

**1.3.3** Client will be responsible for all sales, use, excise, service and other taxes with respect to the Services and all information, data, work product, and deliverables delivered to Client related to the Services or otherwise (“Deliverables”), except that CBRE will be responsible for collecting such amounts and paying them to the appropriate tax authorities where required by law.

**1.3.4** Client’s obligation to pay CBRE, with respect to any period falling within the Term of this Agreement or the applicable Addendum or thereafter shall survive the expiration or termination of this Agreement or the applicable Addendum.

## **2. INSURANCE; INDEMNIFICATION; LIMITATIONS ON LIABILITY.**

**2.1** Insurance. CBRE shall maintain the following insurance policies, covering the activities of CBRE hereunder, throughout the Term: (a) commercial general liability in an amount of \$2,000,000 combined single limit and annual aggregate; (b) comprehensive automobile liability for owned, hired and non-owned motor vehicles in an amount of \$1,000,000 combined single limit; (c) workers’ compensation, occupational diseases and disability benefits in accordance with applicable statutory requirements; and (d) employers’ liability in an amount of \$1,000,000. Client and CBRE each hereby waive, for itself and its Affiliates, right of recovery, and agrees that no third party shall have any right of recovery by way of subrogation, assignment or otherwise, against the other Party, its Affiliates and their respective agents, directors and employees regarding losses or claims to the extent such losses or claims are insured against or required to be insured against under this Agreement.

**2.2** Indemnification. Each Party (as the case may be, the “Indemnifying Party”) agrees to indemnify, defend, and hold harmless the other Party (the “Indemnified Party”) against all third-party claims, liabilities, judgments, actions, penalties, and other expenses (collectively, “Claims”) incurred by the Indemnified Party to the extent such Claims are attributable to the Indemnifying Party’s negligence, gross negligence, or willful misconduct. This Section 2.2 any other defense, indemnity, or hold harmless provisions in this Agreement or any Addendum shall survive the expiration or termination of this Agreement.

### **2.3** Limitations on Liability.

**2.3.1** Neither Party to this Agreement shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, regardless of the foreseeability, cause or basis of such liability.

**2.3.2** CBRE shall have no liability arising out of (a) any information, data, documentation, estimates, opinions, projections, and assumptions data provided by Client or any reliance thereon by CBRE, Client, or any third party or (b) Client’s failure to comply with its obligations under this Agreement.

**2.3.3** Client acknowledges and agrees that Client and its legal counsel and other professional advisors are solely responsible for determining the legal sufficiency, legal effect, tax or accounting consequences of any transaction or documentation contemplated by this Agreement or Addendum and none of CBRE, or their agents or employees shall have any responsibility or incur any liability therefor. Client is urged to seek the advice of counsel, accountants and advisors as to the legal, tax and accounting consequences thereof.

**2.3.4** Client acknowledges and agrees that (a) Client will decide whether to implement any recommendations or advice given by CBRE as part of the Services and (b) Client shall be fully responsible for its use of any Deliverables relating to the Services or otherwise provided to Client, and CBRE will not be liable for any such decision or use.

**2.3.5** This Section 2.3 and any other limitations on liability provisions in this Agreement or any Addendum shall survive the expiration or termination of this Agreement.

**3. CONFIDENTIALITY.** CBRE and Client agree that any material, information or data relating to research, development and/or business operations, strategies or ideas of a Party (the “Disclosing Party”) that provides the Disclosing Party with a competitive advantage, that is not generally known by persons not employed by the Disclosing Party and that could not easily be determined or learned by someone outside its organization, including each Party’s respective Intellectual Capital (“Confidential Information”) and disclosed to the other Party (the “Receiving Party”) may not be disclosed by the Receiving Party unless otherwise permitted by this Agreement or as necessary in the performance or receipt of the Services. Confidential Information shall not include information (a) in the public domain, (b) disclosed with the written permission of the Disclosing Party, (c) known to the Receiving Party from a source other than the Disclosing Party without a breach hereof by the Receiving Party, (d) independently developed by the Receiving Party without information received from the Disclosing Party, or (e) aggregated or anonymized such that the Receiving Party cannot reasonably identify Confidential Information from the aggregated or anonymized data. In addition, the Parties may disclose Confidential Information (a) in any action to enforce the

provisions of this Agreement, (ii) as required by applicable law or legal process, or (iii) to accountants, attorneys, advisors and insurers who agree to or are otherwise required to maintain the information in confidence.

#### **4. INTELLECTUAL PROPERTY; RIGHTS IN DELIVERABLES.**

**4.1** Notwithstanding any provision hereof to the contrary, all methodologies, systems, procedures, management tools, software, ideas, know-how and other intellectual capital that a party has developed, created or acquired prior to, during or after the Term ("Intellectual Capital") shall remain the exclusive proprietary property of such party, and the other party shall not acquire any right, claim, title or interest in or to any of such party's Intellectual Capital.

**4.2** To the extent that any of CBRE's Intellectual Capital is incorporated into any Deliverable, whether individually by CBRE or jointly with Client, then upon final payment by Client for such Service, Client shall have a non-exclusive, worldwide, royalty-free, non-transferable right and license to use such Intellectual Capital of CBRE for internal purposes during the Term of this Agreement, but only to the extent reasonably necessary for Client to continue to use or access such Deliverable for the purposes for which it was developed.

**4.3** All Deliverables provided by CBRE, whether presented orally or in writing, shall be solely for Client's internal use and shall not be disclosed to and may not be used or relied upon by any third party without the prior written approval of CBRE. CBRE disclaims all responsibility to third parties deriving from the use of or reliance of said Deliverables.

**4.4** This Section 4 shall survive the expiration or termination of this Agreement.

#### **5. MISCELLANEOUS.**

**5.1** Independent Contractor Status. CBRE's status under this Agreement shall be that of an independent contractor and not that of an agent or employee of Client.

**5.2** Notices. All notices, waivers, approvals, consents, demands, requests or other communications under this Agreement shall be in writing and deemed properly given, served and received in every case addressed to the Party to be notified as follows: if by mail: to CBRE, Attn: Patrick Juhlin, 222 South Main Street, 4<sup>th</sup> Floor, Salt Lake City, UT 84101, if by email: patrick.juhlin@cbre.com and if by mail: to (Client) Box Elder School District, Attn: (Name)  
(Address, City, ST, Zip) \_\_\_\_\_, and if by email: (email) \_\_\_\_\_; or to such other address as a Party may designate in the manner provided above.

**5.3** Conflicts. Client acknowledges that CBRE or an Affiliate may be involved in representing other parties in transactions involving Client contemplated by this Agreement. If, at any time, the Account Team becomes aware that CBRE or an Affiliate represents the counterparty to that transaction, CBRE agrees to notify Client promptly upon discovering such facts. In the event of a conflict between CBRE's representation of Client under this Agreement with respect to such transaction and the obligations of CBRE or its Affiliate to the counterparty with respect to such transaction, CBRE shall establish appropriate internal procedures to prevent any communication or collusion between those employees of CBRE or its Affiliate who represent parties in such transactions in which such a conflict of interest may exist. Neither CBRE's performance of the Services nor anything contained herein shall be deemed to prohibit or interfere with CBRE's provision of similar services to third parties, provided that CBRE in so doing does not use or disclose any Confidential Information of Client.

**5.4** Warranty. CBRE warrants that the Services will be performed in a good and workmanlike manner and in accordance with the applicable standards set forth in this Agreement. THE PRECEDING IS CBRE'S ONLY WARRANTY CONCERNING THE SERVICES, DELIVERABLES AND ANY OTHER WORK PRODUCT AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, ALL OF WHICH ARE DISCLAIMED.

**5.5** Valuation. With respect to any comparative market analysis, price opinion, brokers opinion of value performed or other estimate of value provided by CBRE as part of or in furtherance of the Services ("BOV"), Client acknowledges and agrees that (a) such BOV has not been performed in accordance with the Uniform Standards of Professional Appraisal Practice and is not to be construed as an appraisal and may not be used as such for any purpose and (b) neither Client (or any of its Affiliates), nor any third parties, may use or rely on any BOV for any tax purposes, estate work, litigation, lending or any other matter other than Client's direct use in connection with the Services.

**5.6** Compliance with Law. Each party agrees to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, any property that is the subject of any transaction contemplated by this Agreement or the subject matter of this Agreement.

**5.7** Assignment; Successors and Assigns. Neither Party shall assign this Agreement in whole or in part (other than an assignment to an Affiliate or by operation of law) without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

**5.8** Force Majeure. No delay or failure in performance by a Party shall constitute a default hereunder to the extent caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, CBRE promptly shall notify Client. Once the Force Majeure event ceases, CBRE shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, fire, acts of terrorism, catastrophes, changes in laws, condemnation of property, governmental actions or delays, national emergency, war, civil disturbance, floods, unusually severe weather conditions or other acts of God. Inability to pay or financial hardship shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

**5.9** Covenant of Good Faith and Fair Dealing. This Agreement imposes an obligation of good faith and fair dealing on Client and CBRE in the performance and enforcement of their duties and obligations as specified herein.

**5.10** Severability. If any one or more of the provisions contained in this Agreement shall be adjudged illegal or unenforceable in whole or in part, such adjudication shall not affect the validity of any other provision of this Agreement. Each provision of this Agreement is severable from every other provision and constitutes a separate and distinct covenant.

**5.11** Order of Precedence. Except as otherwise set forth in an Addendum, if there is any conflict or inconsistency between this Agreement, or Addendum, such conflict or inconsistency will be resolved by giving precedence: (a) first to the applicable Addendum; (b) second to this Agreement.

**5.12** Attorney's Fees; Governing Law; Jury Waiver. If either party institutes a legal proceeding against the other party relating to this Agreement, the prevailing party shall recover from the non-prevailing party all of its (i) reasonable attorneys' fees and costs, (ii) expert-related fees and costs and (iii) other related out-of-pocket expenses. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflicts of laws principles. **EACH PARTY, AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION IN ANY WAY RELATED TO THIS AGREEMENT.**

**5.13** Entire Agreement; Amendment; Counterparts. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, nor may any terms be waived, except by a written agreement signed by both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

The Parties have executed this Agreement effective as of the Effective Date.

Box Elder School District

CBRE, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ADDENDUM FOR BROKERAGE SERVICES

This Addendum for Brokerage Services is attached to the Master Real Estate Services Agreement entered into between Box Elder School District, for itself and its Affiliates (“Client”) and CBRE, Inc. (“CBRE”) dated August 30, 2025 (“Agreement”). This Addendum is effective as of August 30, 2025. Any capitalized terms used herein that are not otherwise defined in this Addendum will have the meanings assigned to them in the Agreement.

**1. SERVICES GENERALLY.** Client appoints CBRE to be Client’s exclusive provider throughout Utah or as otherwise needed of the brokerage services described in Section 2 below (“Brokerage Services”) with respect to the real estate acquisitions, dispositions, leasing and subleasing transactions of Facilities designated by Client. “Facilities” means those facilities and properties owned, leased or otherwise controlled by Client or an Affiliate (or contemplated to be owned, leased or controlled by Client or an Affiliate) with respect to which CBRE is to provide Services.

**2. BROKERAGE SERVICES.** The Account Team will (a) coordinate the Services, (b) be responsible for the supervision and management of third-party brokers, CBRE brokers and Subagents providing Brokerage Services, (c) supervise and coordinate transactions and advise and make recommendations to Client with respect thereto, and (d) coordinate transaction strategy, resource allocation and process consistency on transactions. The following chart provides an overview of the Brokerage Services:

<u>Function</u>	<u>Description</u>
Selection	Coordinate market survey of available sites for any acquisition; coordinate RFP, if applicable; negotiation; prepare comparative analysis; analyze test fits.
Presentation	Present issues and advice to Client management and business units regarding any particular transaction as Client may reasonably request from time to time.
Negotiation	Negotiate; perform due diligence review; complete analysis and reporting; review comments to transaction documents and commission agreements, as applicable.
Closure	Coordinate transaction execution and property close out coordination.
Documentation	Coordinate transaction documentation

**2.1 Acquisitions.** CBRE shall provide the following Services relating to acquisitions of Land or Facilities that are designated and approved by Client:

**2.1.1 Purchases and Leases.** For the purchase and lease of Land or Facilities by Client CBRE shall: (a) assist in obtaining input from Client operating units on Facility program requirements (i.e., Facility type, utilization, location, size, budget, schedule and related items), (b) evaluate program requirements, provide input on cost, schedule, constraints, fees, budget and related items, (c) document and present alternative solutions, (d) assess costs, transaction terms, conditions, approval requirements, schedule, fees and related issues, (e) coordinate negotiations and if requested by Client provide input on transaction documents.

**2.1.2 Lease Renewals/Extensions/Renegotiations.** For the renewal, extension or renegotiations of Client leases for Land or Facilities CBRE shall: (a) for each lease approaching lease expiration, evaluate the renewal or extension terms contained in existing leases, if any, and provide input on renegotiation potential (cost, terms, business points, alternatives and related items), (b) upon approval by Client, negotiate and use commercially reasonable efforts to improve the terms, (c) coordinate negotiations and if requested by Client provide input on transaction documents.

**2.2 Dispositions.** CBRE shall provide the following Services relating to disposition of land or Facilities that are designated and approved by Client:

**2.2.1 Sale, Leasing and Subleasing of Land or Facilities.** For the sale, leasing or subleasing of Client Land or Facilities, CBRE shall: (a) determine Client’s objectives and requirements; (b) research existing Client lease and sublease provisions or review ownership document, as applicable; (c) inspect Facility; (d) coordinate negotiations and if requested by Client provide input on transaction documents and coordinate with Client’s legal counsel.

### **3. COMPENSATION.**

**3.1** Generally. As compensation for the Services CBRE shall be entitled to the fees and reimbursements described in this Section 4. All fees shall be paid on a “per-transaction” basis and shall be earned by CBRE if Client consummates any of the transactions described herein, “Market Commission” means CBRE’s then standard brokerage commission applicable in the local geographic area where the relevant Facility is located for similar transactions involving like properties; provided, however, that if CBRE does not have standard brokerage commission terms in such geographic area, then, with respect to such transaction, the Market Commission shall mean the commission determined on the basis of the then prevailing local market commission terms in such geographic area, as mutually agreed by the Parties. Where Client is acquiring a site, building or any other real property through a purchase, lease, sublease or other structure, CBRE shall use commercially reasonable efforts to obtain payment of a Market Commission with respect to such transaction from the seller or landlord or from the seller or landlord’s broker. Client shall support CBRE in such efforts to obtain such Market Commission from the landlord or seller including by delivery of a letter in support of CBRE.

#### **3.2** Acquisitions.

**3.2.1** Purchases and Leases. Where Client is acquiring Land or a Facility whether through a purchase, lease or sublease, CBRE shall earn a Market Commission if Client enters into an agreement to purchase (and such purchase closes), lease or sublease a Facility, whether such transaction is procured by CBRE, Client, or anyone else. To the extent that CBRE is unable to obtain payment of a Market Commission from the seller or landlord (or the seller or landlord’s broker), such commission shall be payable by Client, in the case of Client’s purchase of a Facility, upon closing (whether such closing occurs during or after the expiration of the Term); and, in the case of Client’s lease or sublease of a Facility, fifty percent (50%) upon the execution of such lease or sublease and fifty percent (50%) upon the commencement thereof.

#### **3.3** Dispositions.

**3.3.1** Sales, Leases and Subleases. Client shall pay to CBRE and, if applicable, any Cooperating Broker Market Commissions for the subleasing of space leased by Client and the selling and leasing of space owned by Client. Fees with respect to sales of Land or Facilities shall be earned if Client enters into an agreement for the sale of Land or a Facility with a purchaser procured by CBRE, Client, or anyone else, and payable to CBRE at the closing of such sales (whether the closing occurs during or after the Term). All fees with respect to leases or subleases involving Client as lessor or sublessor of the Land or Facility shall be earned if Client executes an agreement to lease or sublease Land or a Facility with a tenant or subtenant procured by CBRE, Client, or anyone else, and payable to CBRE fifty percent (50%) upon the execution of such leases or subleases and fifty percent (50%) upon the commencement thereof (or otherwise upon a termination of this Agreement resulting from a Client default).

**3.4** Fee Protection on Expiration or Termination. Within 30 days after the expiration or termination of the Agreement, CBRE shall provide Client with a list of all parties with whom CBRE was engaged in active negotiations for transactions for which fees could be earned under this Addendum. If within 180 days after such expiration or termination date, Client enters into any agreement with a party on such list for which a fee would have been earned hereunder, CBRE shall earn the fee provided for under this Addendum to the same extent as if the Agreement had not expired or terminated. Upon the expiration of the 180-day period, CBRE may present to Client for its consideration an extension of the fee protection period for any existing transactions which remain active and imminent. Client shall not be obligated to extend such period, but the Parties shall negotiate in good faith a fair compensation arrangement for the work performed by CBRE (or its Subagents) prior to termination. This Section shall survive the termination or expiration of the Agreement.

### **4. OTHER TERMS AND CONDITIONS.**

**4.1** Client acknowledges that CBRE and its Affiliates provide a wide range of real estate services and certain CBRE Affiliates (including employees), may: (a) assist with the transaction(s) contemplated by this Addendum; (b) represent clients who have competing interests in such transaction(s), and (c) pay and/or receive referral fees and other compensation relating to the foregoing, including to and from CBRE.

**4.2** Client acknowledges and agrees that (a) CBRE assumes no responsibility for matters of a legal nature affecting the property valued or the title thereto, and CBRE does not render any opinion as to the title, (b) CBRE assumes no responsibility for hidden or unapparent conditions of the property, subsoil or structures or any hazardous materials or environmental conditions or issues affecting the property that would render it more or less valuable; and (c) neither all nor any part of the

contents of any valuation report provided by CBRE or a copy thereof (including conclusions as to property value or the identity of CBRE) shall be used for any purpose by anyone but Client without the prior written consent of CBRE.

**4.3** Client acknowledges and agrees that CBRE makes no warranty or representation as to the accuracy of information supplied by any landlord, seller or other third party pertaining to any given transaction, and CBRE shall not be held liable for any misstatement or misrepresentation of fact or information related thereto. CBRE urges Client to retain appropriate consultants to review and investigate the condition of any property or building which Client may consider including, without limitation, investigations of the possible presence of hazardous substances, a review of zoning, building code and life safety issues, structural integrity, and an analysis of the condition of the roof and the building systems and equipment and the suitability of the property or building for Client's intended use

**4.4** In no event shall CBRE incur liability under this Addendum or otherwise relating to the Services beyond the amount of fees (excluding any reimbursed amounts) received and retained by CBRE for the Services during the immediately preceding 12 months.

Box Elder School District

**CBRE, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## BROKERAGE FEES

CBRE has a very competitive rate for brokerage services. Under a Master Services Agreement, all marketing costs such as signs, photos, advertising on property websites and the MLS are included in the earned commission at no extra cost to the client. We also provide consultation and BOV's as needed at no extra cost to the client.

## COMMISSION SCHEDULE FOR ACQUISITIONS

CBRE will always ask the seller to pay a 3% commission fee. In the event that the seller is unwilling to pay all or a portion of the 3% fee, Box Elder School District would be responsible for the commission amount.

\*Acquisition commission not to exceed 3% of the purchase price.

## COMMISSION SCHEDULE FOR DISPOSITIONS

\$0 to \$1,000,000 - 6% of the gross sales price

\$1,000,000 to \$3,000,000 - 5% of the gross sales price

\$3,000,000 and up - 4% of the gross sales price

## VALUATION AND ADVISORY SERVICES (APPRAISALS)

As described herein, our Valuation and Advisory Services would be available to Box Elder School District. CBRE would like to offer the following pricing for appraisal reports:

- \$3,000 Summary
- \$4,000 Self-Contained
- Standard timing is three (3) weeks

*\*Pricing is for unimproved commercial land (non-subdivision); Commercial and Land Appraisal does not include residential, single family appraisals*

## CONTACT US

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### Patrick Juhlin

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patrick.juhlin@cbre.com

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## Suggestions for Future Board Meetings

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### **October 15, 2025 – (tentative)**

- 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
- Inland Port Presentation
- School Land Trust Review
- Policy Review

### **November 12, 2025 – (tentative)**

- 2023-24 TSSA Plan Results – Keith Mecham and Heidi Jo West
- 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)**

- First Public Comment on School Fees
- 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)**

- Second Public Comment on School Fees
- Approval of School Fees – Keith Mecham
- 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
- 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
- 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
- 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
- Approval of TSSA Plans – Keith Mecham and Heidi Jo West
- Policy Review

**July 8, 2026 – (tentative)**

- Approval of Sex Education Committee – Keith Mecham

- Bullying Report
- Acadience Data – Jeff Morris

**August 12, 2026 – (tentative)**

- Approval of Early Literacy Plan – AshLee Nelson
- AP Results – Jeff Morris
- Policy Review

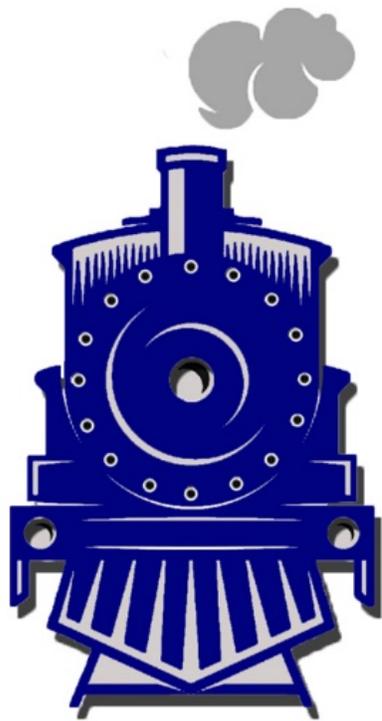
**September 9, 2026 – (tentative)**

- Walmart Grants Presentation
- Nucor Grants Presentation
- Swearing in of Student Board Member – Neil Stevens
- Early Learning Plan – Jamie Kent and AshLee Nelson
- AP and Acadience Results – Jeff Morris
- Policy Review

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# BOX ELDER SCHOOL DISTRICT BOARD OF EDUCATION HANDBOOK

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**BOX ELDER  
SCHOOL DISTRICT**

*Learning is Everything*

REVISED  
OCTOBER 9, 2019  
BOX ELDER SCHOOL DISTRICT

# Box Elder School District Board of Education Handbook Table of Contents

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# BOARD OF EDUCATION HANDBOOK INTRODUCTION

This Board of Education Handbook has been developed to capture, in one place and in plain language, the primary operating procedures and governing principles of the Box Elder County School District Board of Education.

This handbook serves as a resource for members of the board as they assume their offices and carry out their responsibilities. It will be posted on the school district's website and updated periodically.

The Box Elder County School District Board of Education has one goal and one purpose: **student learning**.

## Authority and Responsibilities of the Board

The powers and mandatory duties of the Board of Education are defined in the Utah Code and State Board of Education Rule.

## Principles of Board Leadership

Remembering three important principles of board leadership will help keep the Box Elder County School District Board of Education focused on its most important responsibilities:

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

[Utah Code § 53G-4](#)

# Making School Board Decisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Holding Closed Meetings**

**A closed meeting may be held if:**

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

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

**Minutes of the closed meeting shall contain:**

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

**Purpose of a closed meeting:**

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

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

**Record of closed meetings:**

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

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

## **Collaborative Relationships: Shared Governance**

The Box Elder County School District Board of Education has the exclusive right and responsibility to determine the goals and direction of the schools and use all its resources to achieve such goals, within the bounds of state and federal law and rules of the Utah State Board of Education.

Box Elder School District is a complex organization, which can succeed only if we enlist the energy, creativity, and effort of many people to accomplish our goals. The board believes that ideal conditions for student learning can be realized when shared governance is thoughtfully used to support student achievement.

Board decisions should accurately reflect the public's interests. Statutes of the state of Utah require local school boards to make decisions by majority vote; thus the obligation to seek consensus under shared governance does not bind the board in its decision-making.

The board delegates to school sites and departments the right to make some decisions using the shared governance process. Site-based decisions must conform to legal requirements, state and federal rules and regulations, the district's Student Achievement Plan, policies, procedures, guidelines, and contractual obligations, including negotiated employee agreements.

## **Essentials of A Professional Learning Community**

- A. The Superintendent and district administrators will ensure that all of the schools in the district function as professional learning communities. Professional learning communities are defined as educators committed to working collaboratively in ongoing processes of collective inquiry and action research to achieve better results for the students they serve. Professional learning communities operate under the assumption that the key to improved learning for students is continuous, job-embedded learning for educators.
  1. The Board, district, and school administrators will ensure that time is available, within the contract day, for educators to meet together regularly in collaborative teams.
  2. District/school administrators will ensure this time is reserved for activities directly related to the process of collective inquiry and action research to achieve better achievement results for our students.

3. Collaborative teacher teams will focus on the following four questions:
  - a. What is it that our students are expected to know and do?
  - b. How will we know if they know and can do what is expected?
  - c. How will we respond if they don't know and can't do what is expected?
  - d. How will we respond if they already know and can do it?

District and school administrators will ensure that ongoing training and professional learning opportunities are provided to ensure that all Box Elder School District educators are proficient in the philosophies and practices related to professional learning communities/collaborative teacher teams.

## **Authority of Individual Board Members**

Power belongs not to individual members of a Board of Education but to the Board of Education acting as a corporate body through collective action. Board members have authority only when acting as a Board of Education in a legally constituted session, with a quorum present. The statement or action of an individual member or group of members of the Board of Education does not bind the Board of Education itself, except when that statement or action is specifically authorized by an official act of the board. This does not preclude individual board members from representing the board at meetings and ceremonial events or speaking to constituent groups in their capacity as board members.

## **Nominations and Elections for Board Leadership**

### **Nominations**

- A. An office must be created by Board Policy or by a motion to that effect before it can be filled by election or otherwise.
- B. The Board President must call for nominations.
- C. Nominations do not require a second. However, any number of persons may second a given nomination just to show their support of that nominee.
- D. The motion "to close nominations" is not in order until the assembly is ready to close nominations.
  1. When there are two or more nominees for the office the motion to close nominations requires a two-thirds vote. (This motion must be seconded.)
  2. A negative vote on the motion signifies that there are additional nominations forthcoming.
  3. If and when there are no further nominations the Board President may then put the motion to close nominations to a vote without waiting for a second.

### **Elections**

- A. Elections and nominations must conform to the procedure prescribed by the Utah State Law and Board Policy.

- B. In case of a tie vote, the election is decided by lot unless the organization adopts a motion to do otherwise.
- C. Elections are decided by a roll call vote, not by secret ballot. Election to the office is determined by a simple majority.

## **Board Leadership Responsibilities**

The board president will:

1. Conduct meetings of the board in accordance with law and policy.
2. Communicate regularly with the superintendent, business administrator, and members of the board to set meeting agendas, facilitate the flow of necessary information, and respond to community issues and queries.
3. Sign legal assurances, correspondence, and contracts on behalf of the board as required by law, policy, or vote of the board.
4. Represent the board, or designate others to represent the board, as requested, in executive meetings with community and business leaders or elected officials to promote perform their duties.

The board vice president will:

1. Advise and assist the president as needed.
2. Substitute for the president as required.
3. Attend meetings with or at the request of the president and superintendent.
4. Keep the board appropriately informed of issues or data that would help members

Board leadership may speak for the board, or designate others to speak for the board, when requested to do so by vote or consensus of the board communication, without binding the board to a specific decision or position.

## **New Board Member Orientation**

Following the election or appointment of new members, the superintendent and board leadership will provide for an orientation, as to the board's operation and processes, the working relationships with the Superintendent of Schools and staff of the Box Elder School District, and substantive background information pertaining to school system issues and procedures. A copy of this handbook will be provided online. New board members are also encouraged to attend the orientation session organized by the Utah School Boards Association (USBA).

# **Board of Education Code of Conduct**

The members of the Board of Education agree to abide by the following norms of behavior, both as they govern the conduct of board meetings and as they govern the actions of individual board members. These norms will provide an orderly way to conduct public business, promote an atmosphere of mutual respect, and establish a level of expectation for those who aspire to become school board members in the future.

Board members shall:

1. Represent the Board with dignity, honesty, and integrity.
2. Attend meetings regularly, prepared, professional, engaged, and dedicated to accomplishing and adhering to the agenda.
3. Support efforts to focus on the important matters, remembering that the student is always our most important matter.
4. Communicate effectively, early, and often with each other and with others concerned, seeking to make your own ideas clear while respecting the different opinions of others.
5. Be loyal to the Board and work to achieve unity by supporting its decisions, even though you may personally espouse a different view.
6. Value civility and avoid contention realizing conflict on some issues is inherent and not undesirable.
7. Represent and seek to understand the needs of all students, staff and citizens in the District without partisanship.
8. Work effectively with the Superintendent, and through him/her, with the staff throughout the District.
9. Develop and improve Board skills by establishing goals, measuring progress, and participating in a variety of training opportunities
10. If at all possible Board members should notify the Superintendent or the Board President well in advance of any concerns or questions regarding the Board agenda so that they can be resolved in advance if possible.

## **Board Member Commitments and Ethics**

The Board and its members commit to standards of conduct that are consistent with the public trust placed in elected officials. Accordingly, the Board and its members will:

1. Strive to make policies that promote the educational growth and development of all students;
2. Endeavor to appoint the most competent person available as superintendent of schools and hold that superintendent responsible for carrying out the vision, mission, and goals of the District in the administration of its schools;

3. Support and allow administrators, teachers, and staff to function in their authorized capacities while holding employees responsible for carrying out the District's vision, mission, and goals in their respective roles;
4. Seek to employ the best qualified personnel available without regard to race, color, sex, pregnancy, religion, national origin, age, marital status, disability, sexual orientation, or gender identity—except when justified to meet a bona fide occupational requirement (see [20 U.S.C. 1681 et seq.](#); [Utah Code § 34A-5 et seq.](#));
5. Promulgate policies and procedures dedicated to maintaining a learning and working environment in the District free of discrimination and unlawful harassment, including sexual harassment;
6. Promulgate policies and procedures that ensure operational transparency, including directing employees to maintain, manage, and where appropriate, produce records consistent with federal and state laws (see [20 U.S.C. § 1232g](#); [34 C.F.R. Part 99](#); and [Utah Code § 53E-9 et seq.](#));
7. Attend Board meetings, insofar as possible, being informed and prepared to discuss and act upon the items on the Board agenda;
8. Conduct Board business in compliance with the [Utah Open Meetings Act \(Utah Code § 52-4-1 et seq.\)](#);
9. Exercise Board authority exclusively to perform legislative and judicial functions;
10. Encourage free expression of opinion and seek regular communication and feedback from the public;
11. Work toward consensus in Board decision making and foster respectful and civil working relationships with other Board members and with the superintendent and District staff while recognizing the value of diverse perspectives and differences of opinion; and
12. Strive to be effective educational leaders by participating in professional development, studying education issues, fulfilling assigned Board duties, building relationships with community organizations and leaders, communicating with constituents, and advocating for public education.

A. Board of Education Code of Ethics

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

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

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

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

## **Disciplining Board Members**

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

## Policies Governing the Board

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

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

## Guidelines and Parliamentary Motions

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

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

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

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

## Simplified Chart of Parliamentary Motions

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

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

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

### Policy 1010 School Board’s Legal Status

[https://core-docs.s3.amazonaws.com/documents/asset/uploaded\\_file/1371387/1010-School\\_Board\\_Legal\\_Status.pdf](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](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](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](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](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](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](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](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](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](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](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](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](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](https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371405/1110_Public_Participation_in_Board_Meeting.pdf)