



BOARD OF EDUCATION
REGULAR SCHOOL BOARD MEETING

Detailed Agenda

Wednesday, November 12, 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. **Secondary Math Direct Instruction Time (25 min.)** 5
Mr. Jensen, BRHS Teacher
 2. **Kindergarten Intake (25 min.)** 13
Heidi Jo West, Assistant Superintendent of Elementary Teaching & Learning, Heidi Jensen & Michelle Southwick, Kindergarten Team Leads
- C. **Administrative - 6:30 p.m.**
1. **Call to Order**
Tiffani Summers, Board President
 2. **Reverence**
Steve Carlsen, Superintendent
 3. **Flag Salute/Pledge of Allegiance**
Makayla Barton, Student Board Member
 4. **Recognitions**
Coerina Fife, Executive Director of Personnel
 - a. NaCoal Heath, Adult Ed Student - State of Utah Adult Education Student of the Year
 - b. Kelly Sorensen, Sunrise High School - USBE/USCA October Secondary School Counselor of the Month
 - c. London Clarke - USBE/USCA October Elementary School Counselor of the Month
 - d. Shamra Nielson, Bear River Middle School - USBE November Spotlight for Health and Physical Education Teacher
 - e. **SEE Awards**
 - S - Heidi Jensen, Lake View Elementary
 - E - Tyree Blaisdell, North Park Elementary
 - E - Angie Smoot, Box Elder Middle School
- D. **Approval of Agenda - 6:45 p.m.**
- E. **Public Comment - 6:50 p.m.**
Those individuals who would like to speak to the Board should read the guidelines and complete the sign-up document located at the door. At the discretion of the Board President, public comment may be permitted at any point during the Board meeting.
- F. **Action Items - 7:20 p.m.**
1. **Approval of Revised TSSA Framework** 24
Keith Mecham & Heidi Jo West, Assistant Superintendents of Curriculum
 2. **Amendment to Fielding TSSA Plan** 27
Heidi Jo West, Assistant Superintendent of Elementary Teaching & Learning
 3. **Approval of Amendment to Garland TSSA Plan** 33
Heidi Jo West, Assistant Superintendent of Elementary Teaching & Learning
 4. **Approval of Architect and CM/GC for Discovery Addition**
Corey Thompson, Facilities Director
 5. **Approval of CM/GC for Tremonton Elementary**
Corey Thompson, Facilities Director

G. Information Items - 7:40 p.m.

1. Construction Update

Corey Thompson, Facilities Director

39

2. Municipal Building Authority

Neil Stevens, Business Administrator

3. Monthly Financial Report

Neil Stevens, Business Administrator

50

4. Board Committee Reports

a. Master Board Award Due December 1

b. Student Board Member Report

c. October Employee Appreciation

| d. October | e. Teacher | f. Support |
|----------------------|------------------------------|----------------------|
| g. BRHS | h. Sara Alfonso | i. Dixon Marble |
| j. BRMS | k. Hailey Gunderson | l. Shaylee Capener |
| m. ACHI | n. Nicole Capener | o. Nicki Ochsenbein |
| p. BEHS | q. Wendy Van Dyke | r. Teresa Roubidoux |
| s. BEMS | t. Emily Bingham | u. Amber Kaminsky |
| v. ACYI | w. Brenda Anderson | x. Margaret Stevens |
| y. Sunrise | z. Kurt Moulton | aa. Aarika Zerkle |
| bb. Century | cc. Randi Jo Call | dd. Serena Tingey |
| ee. Discovery | ff. Madelyn Handley | gg. Emily Hartman |
| hh. Fielding | ii. Hayden Mitton | jj. Lynda Garn |
| kk. Garland | ll. Duberlys Cha | mm. Kenzie Johnson |
| nn. Golden Spike | oo. Terra Brady | pp. Jaime Myers |
| qq. Lake View | rr. Andrea Dean | ss. Jessica Busby |
| tt. McKinley | uu. Ashley Anderson | vv. Keri Zundel |
| ww. North Park | xx. Erica Hannah | yy. Becky Atkin |
| zz. Three Mile Creek | aaa. Allison Shumway | bbb. Gloria Rueda |
| ccc. Willard | ddd. Bonnie (Michelle) Davis | eee. Katie Wyatt |
| fff. Western | ggg. Kelly B Kunzler | hhh. Michelle Hansen |

iii.

H. Policy Review - 8:10 p.m.

1. First Reading

a. Policy 1036 Board Member Conflict of Interest

58

b. Policy 1072 Board Meetings: Notice Requirements

62

c. Policy 1100 Minutes

67

d. Policy 2030 Procurement/Purchasing

70

e. Policy 2034 Procurement: Contracts and Contract Limitations

76

| | |
|--|------------|
| f. Policy 2039 Child Nutrition Program Procurement | 95 |
| g. Policy 2060 Deducted Absences | 100 |
| h. Policy 2227 Transportation: Equipment: Buses | 102 |
| i. Policy 2228 Transportation: Unauthorized Persons on Buses | 104 |
| j. Policy 2241 School Nutrition Program - Charge and Delinquent Accounts | 105 |
| k. Policy 3085 Employee work Information Privacy | 109 |
| l. Policy 4016 Evaluation and Selection of Instructional Material | 111 |
| m. Policy 4018 Evaluation and Selection of Supplemental Material | 122 |
| n. Policy 4020 Individual Learning Plan | 129 |
| o. Policy 5278 Student Privacy and Modesty | 131 |
| p. Policy 5320 Student Travel - Overnight, Over 150 Miles, Out of State | 133 |
| q. Policy 5321 Educational Field Trips | 141 |
| r. Policy 6002 Government Data Privacy | 144 |
| s. Policy 6065 Flags on School Property | 153 |
| 2. Second Reading | |
| a. Policy 1015 Fiscal Responsibilities | 154 |
| b. Policy 1030 Qualifications for Board Members | 156 |
| c. Policy 1032 Vacancies on the Board | 158 |
| d. Policy 1040 Board Member Elections and Redistricting | 161 |
| e. Policy 2182 School Safety | 164 |
| f. Policy 3007 Employment - Staff Code of Conduct | 178 |
| g. Policy 3008 Employee Communication/Addressing Concerns | 186 |
| h. Policy 3043 Redress of Grievances | 188 |
| i. Policy 3070 Alcohol and Drug Abuse - Employees | 197 |
| j. Policy 3096 Reporting Substantial Threats Against a School | 203 |
| k. Policy 3212 ESP: Paraprofessional Qualifications | 204 |
| l. Policy 4028 Special Programs: Education of Youth in Care | 209 |
| m. Policy 4040 Grade Level Retention of Students | 213 |
| n. Policy 4069 Curriculum: Firearm Safety | 215 |
| o. Policy 4078 Class Disclosure Statements - Elementary | 217 |
| p. Policy 4190 Driver Training | 219 |
| q. Policy 5009 Admissions and Attendance: Kindergarten | 221 |
| r. Policy 5140 Education and Family Privacy Rights | 223 |
| s. Policy 5230 Student Fees, Fines, and Charges | 226 |
| t. Policy 5390 Student Toilet Training | 272 |
| u. Policy 6015 School Community Councils | 275 |
| v. Policy 6045 Board of Education Hotline | 290 |
| I. <u>Consent Items</u> - 8:15 p.m. | |
| 1. Minutes | 296 |
| 2. Claims | 303 |
| 3. Personnel | 319 |
| 4. Clubs | 321 |
| 5. Out of State Travel Requests | 328 |
| 6. LEA Specific License | |
| 7. Purchase of District Vehicles | 329 |
| 8. Purchase of School Buses | 331 |
| 9. South Transportation Fuel Tank | 335 |
| J. <u>Suggestions for Future Board Meetings</u> - 8:20 p.m. | 342 |
| K. <u>Board Handbook</u> | 344 |
| L. <u>Closed Session to Discuss Sale or Lease of Real Property and Discuss Character and Physical or Mental Health of an Individual</u> - 8:25 p.m. | |

M. Action Item

N. Approve Student Expulsion - 8:50 p.m.

361

Steve Carlsen, Superintendent

O. Adjournment - 8:55 p.m.

The next meeting of the Board of Education will be held on Wednesday, December 10, 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.

Learning Target:

Understand our current reality regarding math instructional time

First: DATA

Things to notice:

- Where does Box Elder School District rank in instructional time?
- How much more time does Cache and Rich School Districts have?
- Wait, even compared to districts with 4 day weeks?

| district | school for evidence | tri/sem for sophomore | tri/sem for junior | extra info | hours of math per year | hours/year for 2 tri class | Diff of hours after a year | Diff of hours after a year for 2 tri class |
|----------------|---------------------|-----------------------|--------------------|---------------|------------------------|----------------------------|----------------------------|--|
| Alpine | American Fork | 2/2 | 2/2 | | 108.3 | | 17.1 | |
| Beaver | Beaver | 2/2 | 2/2 | | 110.7 | | 19.5 | |
| Box Elder | Bear River | 2/3 | 2/3 | | 91.2 | | 0 | |
| Cache | Ridgeline | 3/3 | 2/3 | | 189 | 126 | 97.8 | 34.8 |
| Canyons | Alta | 2/2 | 2/2 | | 115.5 | | 24.3 | |
| Carbon | Carbon | 2/2 | 2/2 | | 93 | | 1.8 | |
| Daggett | Manila | 2/2 | 2/2 | 4 day week | 172.8 | | 81.6 | |
| Davis | Davis | 2/2 | 2/2 | | 122.1 | | 30.9 | |
| Duchesne | Union | 2/2 | 2/2 | | 99 | | 7.8 | |
| Emery | Emery | 2/2 | 2/2 | | 93.3 | | 2.1 | |
| Garfield | Panguitch | 2/2 | 2/2 | | 91.5 | | 0.3 | |
| Grand | Grand | 2/2 | 2/2 | | 122.4 | | 31.2 | |
| Granite | Olympus | 2/2 | 2/2 | | 117 | | 25.8 | |
| Iron | Canyon View | 2/2 | 2/2 | | 97.2 | | 6 | |
| Jordan | West Jordan | 2/2 | 2/2 | | 120.9 | | 29.7 | |
| Juab | Juab | 2/2 | 2/2 | | 111 | | 19.8 | |
| Kane | Kanab | 2/2 | 2/2 | | 101.4 | | 10.2 | |
| Logan | Logan | 2/2 | 2/2 | | 117.9 | | 26.7 | |
| Millard | Delta | 2/2 | 2/2 | | 130.5 | | 39.3 | |
| Morgan | Morgan | 3/3 | 2/3 | | 168 | 112 | 76.8 | 20.8 |
| Murray | Murray | 2/2 | 2/2 | | 114.6 | | 23.4 | |
| Nebo | Spanish Fork | 2/2 | 2/2 | | 96.3 | | 5.1 | |
| North Sanpete | North Sanpete | 2/2 | 2/2 | | 112.5 | | 21.3 | |
| North Summit | North Summit | 2/2 | 2/2 | | 141.6 | | 50.4 | |
| Ogden | Ogden | 2/2 | 2/2 | | 94.2 | | 3 | |
| Park City | Park City | 2/2 | 2/2 | | 121.2 | | 30 | |
| Piute | Piute | 2/2 | 2/2 | 4 day week | 106.5 | | 15.3 | |
| Provo | Timpview | 2/2 | 2/2 | | 121.5 | | 30.3 | |
| Rich | Rich | 3/3 | 3/3 | | 192 | | 100.8 | |
| Salt Lake City | West | 2/2 | 2/2 | | 119.1 | | 27.9 | |
| San Juan | San Juan | 2/2 | 2/2 | | 113.4 | | 22.2 | |
| Sevier | Richfield | 2/2 | 2/2 | | 100.5 | | 9.3 | |
| South Sanpete | Gunnison Valley | 2/2 | 2/2 | | 120 | | 28.8 | |
| South Summit | South Summit | 2/2 | 2/2 | | 93 | | 1.8 | |
| Tintic | Tintic | 2/2 | 2/2 | 4 day week | 99.6 | | 8.4 | |
| Tooele | Grantsville | 2/2 | 2/2 | | 100.5 | | 9.3 | |
| Uintah | Uintah | 2/3 | 3/3 | online Friday | 160.8 | 107.2 | 69.6 | 16 |
| Wasatch | Wasatch | 2/2 | 2/2 | | 110.1 | | 18.9 | |
| Washington | Snow Canyon | 2/2 | 2/2 | | 106.5 | | 15.3 | |
| Wayne | Wayne | 2/2 | 2/2 | | 108 | | 16.8 | |
| Weber | Roy | 2/2 | 2/2 | | 117 | | 25.8 | |

Current reality from the teacher perspective

- Cut, Cut, CUT!
 - Discovery lessons
 - Review of old topics
 - ACT review
 - Application problems
- Extra work
 - Staying after school
 - Intervention time is very full

Current Reality from the student perspective



What it could look like if regular Sophomore math was all year.

At Bear River High School, it would add 8 classes, or one part-time teacher. (honors would stay 2- trimesters)

- ACT scores
- Mental health? What is that?

Biggest argument to keep two trimesters

Choice and electives are important.

- How are students using this freedom of choice?



Learning Target:

Understand our current reality regarding math instructional time

First 2 Weeks of Kindergarten

Assessment & Class Assignments

State Code - R277-419-4. Minimum School Days:

- R277-419-4. Minimum School Days:
 - An LEA may designate no more than a total of 5 educational service days at the beginning of the school year for the assessment of students entering kindergarten.
 - If educational service days are designated for kindergarten assessment:
 - an LEA shall designate the days in an open meeting;
 - an LEA shall provide adequate notice and explanation to kindergarten parents well in advance of the assessment period;
 - assessment time per student shall be adequate to justify the forfeited instruction time.

Why did we need to adjust the first 2 weeks of Kindergarten?

Full Day Kindergarten classes throughout the District were very unbalanced.

Our goal was to create more balanced classes to better support students and teachers.

We needed to balance:

- **Behavior**
- **Academics**
- **Social/Emotional Needs**

Suggestions

- Test students the first week of August (low attendance, teachers summer cut short)
- Test at Kindergarten Roundup (too early, low attendance - 35%)
- Test the first week of school (minimum days only allowed the first week)
 - Classes cannot be balanced, you can't separate behaviors.
- Test the first week after students are released (tired kids & teachers, family obligations)
- Have substitute teachers while teachers test during the school day during the first week of school. (chaos and confusion for students)

How the 2025-2026 Kindergarten Year started

- Students attended the first full week of minimum days while teachers and paras observed behavior.
- During the week, all teachers were able to work with every student as they rotated between classes.
- Tues-Wed: all students came for a 30 minute appointment for academic testing
- Thurs - teachers and administrators analyzed data and created classes
- Friday - teacher had class lists and prepared for students
- Monday - teacher prep/ Open House for students to visit assigned teacher and classroom
- Tuesday - First Official Full Day of Kindergarten in their assigned classes

Teacher Survey Results

A survey was sent out to all 41 Kindergarten Teachers for input.

88% of teachers wanted to adjust, improve, refine, and continue with this plan

12% of teachers wanted to throw it out

68% of teachers felt their classes were more balanced

32% of teachers felt their classes were about the same

27% of K teachers don't have years of comparison

Parent Survey Results

A survey was sent to all parents of Kindergarten students in the District

29% of Kindergarten parents responded to the survey

Overall, 17% of parents in the District had negative feedback/comments regarding how we started Kindergarten this year.

How did we respond to the data from teachers and parents?

- District Kindergarten team (one K teacher from each school) met to review survey result/comments and share feedback from their individual teams.
- The whole focus of this discussion was to decide what would be best for kids and support teachers.
- We spent 3.5 hours refining the plan and came up with 3 options that could work for next year.
- A survey was sent to all Kindergarten teachers to vote on the 3 options.

Survey Results

39 out of 41 Kindergarten teachers responded to the survey.

The majority of teachers voted for the following plan:

Monday-Wednesday: students attend minimum school days while teachers/paras observe behavior

Thursday-Friday: Students come back for 20 minute appointment for academic testing

Monday - Labor Day

Tuesday - create classes

Wednesday - teachers prepare classrooms for students

Thursday - Parent Intake Conferences

Friday - Student's Official First Day in their assigned classroom

THANK YOU!

Having a para in every Kindergarten classroom this year has made a big difference!

Questions?

Recommendation for the Approval of the BESD Teacher and Student Success Act (TSSA) Framework-November 12, 2025

Submitted by: Keith Mecham, Assistant Superintendent - Secondary Teaching and Learning & Heidi Jo West, Assistant Superintendent - Elementary Teaching and Learning

Recommendation: It is recommended that the Box Elder School District Board of Education approve the BESD Teacher and Student Success Act (TSSA) Framework modifications as presented.

Recommended Motion:

I move that the BESD Board of Education approve the modifications of the District TSSA Framework.

Background:

- Removal of November being the month designated for submission of the final reports. This allows those reports to be shared in alignment with the School Land Trust plans.

Policy Implications:

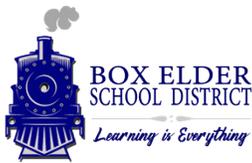
- This action will have no policy implications

Financial Implications:

- There are no known negative consequences

Staff implications

- Employees hired at the school level under the TSSA plans are subject to ongoing funding and approval by the school leadership
- N/A at the district level



Box Elder School District Teacher and Student Success Act (TSSA) Framework

Updated: **October 8**, 2025

Purpose:

The purpose of the *Box Elder School District Teacher and Student Success Act's Framework* is designed to ensure that all students learn at high levels by being engaged, challenged and supported by all stakeholders. This will be accomplished through efforts directed toward teacher recruitment and retention, teacher recognition and leadership, and improved student performance and academic achievement through relevant projects and classroom activities.

Teacher Recruitment and Retention:

Of the total distribution, 25% shall and up to 40% may be used for salaries to improve teacher recruitment and retention. Box Elder School District recognizes the role that teacher compensation plays in ensuring students have access to the highest-quality educators. Therefore, Box Elder School District shall use at least 25% to 40% of the total distribution for increases to base salary and salary-driven benefits for school personnel (53G-7-1304, Subsection (2)(a)(ii)).

Student Performance and Academic Achievement:

Of the total distribution, 75% shall be allocated to schools to determine how it will be used to promote improved student performance and student academic achievement through relevant projects and grade level content activities. Box Elder School District recognizes the importance of school-level allocation of funds to support the unique student performance and academic needs in each school environment.

Annual TSSA Plan Application for the Upcoming Year:

A principal shall annually submit a TSSA Application for the upcoming school year to the Box Elder School District Board by the end of the current school year. (53G-7-1304, Subsection (5)).

- **The Box Elder School District Board Shall:**
 - Annually approve or disapprove each submitted plan in the regularly scheduled local board meeting in June or July; and
 - If a plan is not approved, the Board shall:
 - Explain, in writing, the reason for disapproval;
 - Make recommendations for revision;
 - Allow the submitting principal to re-submit a revised plan for review; and
 - Approve a resubmitted plan, if the plan complies with the Board's recommendations for revision.
- **The principal is responsible for the application, but is encouraged to solicit input on developing the school's TSSA Plan from the school's:**
 - Educators including the Collaborative Leadership Team;
 - Administrators;
 - Students;
 - Community Council members;
 - Parents;
 - Support professionals; or
 - Additional community stakeholders.
- **This Application shall include:**
 - A detailed plan to improve student performance and student academic achievement including action steps for reaching the goal(s). If a school has been

identified and placed on TSI, ATSI, CSI or MRI status for a subgroup(s), the goal will address these areas.

- A budget for proposed expenditures, and
- Measures of success including a description of how progress toward the goals will be measured.
- **Allowable Expenditures:** (may include but are not limited to the following categories)
 - Up to 5% Principal discretion for teacher incentives, recognition and appreciation.
 - School personnel stipends for taking on additional responsibility and leadership outside of a typical work assignment;
 - Professional learning;
 - Additional school employees, including instructional coaches, behavioral specialists, MTSS aides, student and/or family advocates, counselors, social workers, mental health workers, tutors, media specialists, information technology specialists, or other specialists;
 - Technology;
 - Classroom Supplies to support student performance and academic achievement.
 - Class size reduction strategies
 - Before- or after-school programs
 - Summer school programs
 - Community support programs or partnerships;
 - Early childhood education;
 - Social and emotional learning support;
 - College and career readiness skills;
 - Student leadership development; or
 - Augmentation of existing programs
- **Not Allowable Expenditures:**
 - To supplant funding for existing public education programs.
 - For District administration costs; or
 - For capital expenditures
- **Posting Requirements on School's Website**
 - Once approved by the school board, schools will post the school's approved TSSA Plan;
 - A description of the school's school allocation budgeted and actual expenditures and how the expenditures help the school accomplish the school's TSSA plan; and
 - The school's current level of performance, as described in Section 53G-7-1306, according to the indicators described in Section 53E-5-205 or 53E-5-206.

The Annual TSSA End of Year Report:

A principal shall annually submit a TSSA End of Year Report from the prior year to the School Board during the regularly scheduled local board meeting **in November**. The submission will include:

- Data which shows progress toward the TSSA Goals in the prior year;
- Actual expenditures for the prior year (see budget sheet) and
- Carryover amounts kept in the district TSSA account for district/school needs.

Recommendation for approval of the revision to the Fielding's TSSA Plan.

Submitted by: Heidi Jo West, Assistant Superintendent of Elementary Teaching and Learning on behalf of Ryan Greene, Fielding Elementary School Principal

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

Recommended Motion:

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

Background:

The original TSSA plan earmarked \$6,000 for conferences. Several elementary schools in the district are attending a Literacy Conference that Fielding would like to attend as well. An increase to \$21,000 will allow us to take two teachers from Kindergarten, First, and Second grades. This will allow our teachers to deepen their learning in the area of Literacy and be able to bring skills and strategies back to their teams back at Fielding.

We request approval to reallocate stipends originally designated for an educator behavior team to our Grade Level Teacher Leaders who serve on the Guiding Coalition Committee. This committee promotes and facilitates Professional Learning Communities at Fielding Elementary. This reallocation requires no additional funding.

The originally planned behavior team was not formed. Instead, we have established a Safe and Civil Schools committee with one educator representative from each grade level. This committee will begin training in January to support Positive Behavioral Interventions and Supports (PBIS) at Fielding Elementary.

Policy Implications:

This action will have no policy implications.

Financial Implications:

There are no anticipated negative financial consequences. Fielding has qualified for several overcrowding paraprofessionals which has reduced the need to allocate TSSA funding for aide support.

Goal 1, Action Step 4: Teacher Professional Development Conference: \$6,000 to \$21,000 an increase of \$15,000

The following areas were adjusted to accommodate the increase:

Goal 1: \$115,788 to \$105,798 a reduction of \$9,990

Goal 2: \$20,860 to \$15,858 a reduction of \$5,002

Goal 1, Action Step 4: Professional Developmental Substitutes \$2,000 to \$1,992 a reduction of \$8.00.

Staff Implications

Fielding is adequately staffed for paraprofessional support. At this time, there are no known negative staff implications.

| TSSA | Total Allocated | \$165,901 | | | | | |
|-------------------------------------|--|---------------------|---------------------|---|--|-------------------|---|
| Goal # Action Step # | List Expense Here | Total | Salaries 100 | *1.0725 NonCont *1.3134 Cont Employee Benefits 200 | Purchased Professiona I & Tech Services 300 | Travel 580 | Supplies and Materials 600 |
| Goal #1 Action Step #1 | Paraprofessionals | \$105,798.00 | \$98,125.00 | \$7,673.00 | | | |
| Goal #2 Action Step #2 | Paraprofessionals | \$15,858.00 | \$14,380.00 | \$1,478.00 | | | |
| Goal #1 Action Step #4 | Professional Development Substitutes | \$1,992.00 | | | \$1,992.00 | | |
| Goal #1 Action Step #4 | Teacher Professional Development Conference | \$21,000.00 | | | | \$6,000.00 | |
| Goal #1 Action Step #5 | Smart TVs, Student Headphones, Mice | \$8,000.00 | | | | | \$8,000.00 |
| Goal #2 Action Step # 4 | Teacher Stipends | \$5,253.00 | \$4,000.00 | \$1,253.00 | | | |
| Goal #2 Action Step #5 | School Culture/Student Incentives, Supplies, Parent Activity | \$8,000.00 | | | | | \$8,000.00 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Total Subcategories | \$165,901.00 | \$116,505.00 | \$10,404.00 | \$1,992.00 | \$6,000.00 | \$16,000.00 |

| Goal 1 | | | |
|--|--------------------------|--|-----------------|
| Do you have TSI Designations? If not TSI, skip red boxes. | <input type="checkbox"/> | Which TSI areas have been identified? | |
| Goal 1- Fielding Elementary students will show a 30% increase from BOY to MOY in the math Acadience composite score. | | | |
| Action Plan | | | |
| <i>What specific tasks/activities will need to be done to help reach your goal?</i> | | | |
| 1 Hire paraprofessionals to provide small group instruction for math. (\$105,798.00) | | | |
| 2 All teachers will progress monitor students on math skills. | | | |
| 3 Identify students needing intensive tier 2 and tier 3 math instruction. | | | |
| 4 Provide professional development for staff, and cover the cost of substitutes for teachers attending professional development or student meetings. (\$1992.00) | | | |
| 5 Purchase supplies for students and teachers, (Headphones, Mice, Smart TVs etc.) (\$8,000.00) | | | |
| Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report? | | | |
| We will use our Acadience Math Composite Scores BOY to MOY. | | | |
| Kindergarten Acadience Math Composite | 2024-25 - BOY | 2024-25 - MOY | 2024-25 - EOY |
| First Grade Acadience Math Composite | 44% | 81% | 89% |
| Second Grade Acadience Math Composite | 51% | 70% | 85% |
| Third Grade Acadience Math Composite | 37% | 76% | 84% |
| Total at or above benchmark | | 86% | |
| Review your progress with your leadership team once each trimester. | | | |
| Trimester Updates: | Date of Review | Measurement Used | Comments |
| Trimester 1: | | | |
| Trimester 2: | | | |
| Trimester 3: | | | |
| Final Report- Complete after January 15 of the following year. What were the results of your plan? | | | |

| Goal 2 | | | |
|--|--------------------------|--|-----------------|
| Do you have TSI Designations? If not TSI, skip red boxes. | <input type="checkbox"/> | Which TSI areas have been identified? | |
| Goal 2- Fielding Elementary will decrease classroom disruptions and mild physical contacts by 10% from the EOY 2024-25 to the MOY 2025-26. Our goal is to improve student behavior, and we'll achieve this by cultivating a better school culture and utilizing positive reinforcement. | | | |
| Action Plan | | | |
| <i>What specific tasks/activities will need to be done to help reach your goal?</i> | | | |
| 1 Counselor and Teachers will teach SEL lessons to all grade levels. | | | |
| 2 Hire paraprofessionals to help track behavior, run small groups and provide tier 3 behavioral interventions. (\$14,380.00 Salary) (\$1,478.00 Benefits) | | | |
| 3 Provide recess school for students to refocus behavior and learn positive behavior strategies. | | | |
| 4 Teachers will form a behavior committee (CHAT) (\$4000.00 Salary) (\$1,253.60 Benefits) | | | |
| 5 Purchase incentives for improvement for students and staff to ensure a positive school culture and climate.(Fieldtrips, Reading Books, Math, Behavior (\$8,000.00) | | | |
| 6 Supplies (\$1,000.00) | | | |
| <p>Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?</p> <p>This year we are at 47office referrals and 207 minor incidents. 52 of them mild physical contact and 22 were classroom disruptions We hope to reduce these by 10% using a postive reinforcement system. We are doing a k-2 system along with a 3-5 system to improve motivation with all students. We have identified students who need tier 2 and tier 3 behavior interventions. We are individualizing behavior plans to remedy this. We will utilize our behavior committee to help this. We will also pay for substitutes for teachers to attend meetings during the school day.</p> | | | |
| Review your progress with your leadership team once each trimester. | | | |
| Trimester Updates: | Date of Review | Measurement Used | Comments |
| Trimester 1: | | | |
| Trimester 2: | | | |
| Trimester 3: | | | |
| Final Report- Complete after January 15 of the following year. What were the results of your plan? | | | |

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

Recommendation for approval of the revision to the Garland's TSSA Plan.

Submitted by: Heidi Jo West, Assistant Superintendent of Elementary Teaching and Learning on behalf of Vanica Crane, Garland Elementary School Principal

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

Recommended Motion:

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

Background:

Annual submission needs to be adjusted to use funds allotted, particularly because many of our planned paraprofessionals are being covered by the general fund due to them being "overcrowding" paras. We are shifting funds from paraprofessionals to Purchased Professional Tech & Services (subs for teachers as needed for learning/observations), Travel and Mileage (PD trip for teachers to Plain Talk About Literacy), and Supplies and Materials (literacy instruction supplies and new Touch Screens to replace outdated SmartBoards).

Policy Implications:

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

Financial Implications:

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

- Initial approved total amount for TSSA of \$107, 533 was adjusted to \$167,533.
- Proposed adjustments are:
 - add \$5402.83 to **salaries** for a total of \$76,389.70
 - add \$4,000 to **purchased professional tech & services** for a total of \$9,000.
 - add \$22,376 to **materials** for a total of \$42,376.
 - add \$30,000 to **travel**.

Staff Implications

This TSSA plan adjustment allows us to support the staff that we have hired already, enrich staff development, and update the technology that is supporting our students' learning.

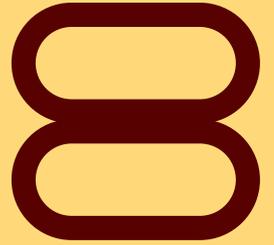
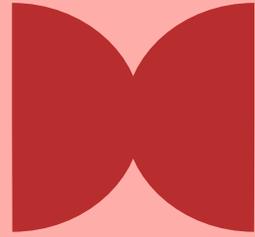
| Garland TSSA | Total Allocated | \$167,533 | | | | | |
|-------------------------------------|-------------------------------|------------------|---------------------|---|---|-------------------|-----------------------------------|
| Goal # Action Step # | List Expense Here | Total | Salaries 100 | <small>*1,0725 NonCont *1.3134 Cont Employee Benefits 200</small> | Purchased Professional & Tech Services 300 | Travel 580 | Supplies and Materials 600 |
| Goal #1 /#2 Step #1 | Prep Teachers extra | \$11,781.00 | \$10,944.00 | \$837.00 | | | |
| Goal #1 /#2 Step #1 | Instructional Para | \$22,482.16 | \$20,884.50 | \$1,597.66 | | | |
| Goal #1 /#2 Step #1 | Instructional Para 1/2 | \$11,241.08 | \$10,442.25 | \$798.83 | | | |
| Goal #1 /#2 Step 3 | Kindergarten Planning Support | \$788.04 | \$600.00 | \$188.04 | | | |
| Goal#2 Step #5 | Yearbook | \$1,313.40 | \$1,000.00 | \$313.40 | | | |
| Goal #1 /#2 Step #1 | Instructional Para | \$17,947.95 | \$16,672.50 | \$1,275.45 | | | |
| Goal #1 /#2 Step #1 | DLI monthly PLC | \$2,626.80 | \$2,000.00 | \$626.80 | | | |
| Goal #1 /#2 Step #1 | 4/5 grade RTI mtgs | \$5,582.00 | \$4,250.00 | \$1,332.00 | | | |
| Goal #1 /#2 Step #3 | Student Council Advisor | \$1,701.00 | \$1,500.00 | \$201.00 | | | |
| Goal #1 /Step #6 | AM Library Hours | \$1,072.50 | \$1,000.00 | \$72.50 | | | |
| Goal #1 Step #4 | K-5 Team Leaders | \$3,940.20 | \$3,000.00 | \$940.20 | | | |
| Goal #1 Step #4 | SPED Team Leader | \$656.70 | \$500.00 | \$156.70 | | | |
| Goal #1 Step #4 | DLI Team Leader | \$656.70 | \$500.00 | \$156.70 | | | |
| Goal #1 Step #3 | Subs for Teacher Learning | \$9,000.00 | | | \$9,000.00 | | |
| Goal #1 Step #7 | Literacy Conference | \$30,000.00 | | | | \$30,000.00 | |
| Goal #2 Step #6 | Staff and Student Incentive | \$8,000.00 | | | | | \$8,000.00 |
| Goal #1 Step #8 | 95% Chip Kits | \$2,000.00 | | | | | \$2,000.00 |
| Goal #1 Step #8 | Nonfiction Decodable Texts | \$2,000.00 | | | | | \$2,000.00 |
| Goal #2 Step #7 | iReady Math 5th Grade | \$4,725.00 | | | | | \$4,725.00 |
| Goal #1 Step #8 | Classroom TouchScreen T | \$30,000.00 | | | | | \$30,000.00 |
| | | | | | | | |
| | Total Subcategories | \$167,514.53 | \$73,293.25 | \$8,496.28 | \$9,000.00 | \$30,000.00 | \$46,725.00 |

| Goal 1 | | | |
|---|---|--|-----------------|
| Do you have TSI Designations? If not TSI, skip red boxes. | <input type="checkbox"/> | Which TSI areas have been identified? | |
| Goal 1- Goal 1- Our overarching goal is to increase proficiency of all Garland student's literacy to 95% on grade level by 2027. Our 2025-2026 goal will increase literacy performance across all grade levels, moving us toward the 95% mark. 88% of kindergartners will blend 10 or more Whole Words Read. 80% of first graders will read 47 WPM AND with 90% Accuracy. 88% of second graders will read 87 WPM AND with 97% Accuracy. 89% of third graders will read 100 WPM AND with 97% Accuracy. 90% of fourth graders will read 115 WPM AND with 98% Accuracy. 88% of fifth graders will read 130 WPM AND with 99% Accuracy. | | | |
| Action Plan | | | |
| <i>What specific tasks/activities will need to be done to help reach your goal?</i> | | | |
| 1 Paraprofessionals will be hired to support behavior and reteach tier 1 instruction and provide small-group tier 2 and tier 3 instruction. Weekly training for paraprofessionals by coach on: classroom management, program implementation, and LETRS instruction. | | | |
| 2 Use adopted tier 1 programs (SuperKids and Wonders) and LETRS Instruction to improve literacy instruction and purchase needed materials for approved supplemental phonics instruction. | | | |
| 3 Coaching cycles, training and feedback for paraprofessionals and teachers to improve instruction and program implementation. | | | |
| 4 Teams will align daily schedules to include the literacy block outlined in SB-127, prioritizing regular collaboration and data discussion to facilitate appropriate response to intervention. | | | |
| 5 Progress monitoring will be performed as required throughout the year. Pathways of Progress goals will be set and monitored. | | | |
| 6 Extended morning hours for our library in the morning will encourage reading from the moment we open our doors. | | | |
| 7. Teachers will be given the opportunity to fine tune their PLC and literacy instruction skills by attending a PD conference. | | | |
| 8. Materials and technology that support targeted reading instruction and a rigorous, fast-paced learning environment will be purchased. | | | |
| How does the TSSA plan support your TSI subgroups? | | | |
| Designation 1: | Narrative which evidence-based interventions will be used? | | |
| Designation 2: | Narrative which evidence-based interventions will be used? | | |
| Designation 3: | Narrative which evidence-based interventions will be used? | | |
| Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report? | | | |
| Review your progress with your leadership team once each trimester. | | | |
| Trimester Updates: | Date of Review | Measurement Used | Comments |
| Trimester 1: | | | |
| Trimester 2: | | | |
| Trimester 3: | | | |
| Final Report- Complete after January 15 of the following year. What were the results of your plan? | | | |

| Goal 2 | | | |
|--|--------------------------|---|-----------------|
| Do you have TSI Designations? If not TSI, skip red boxes. | <input type="checkbox"/> | Which TSI areas have been identified? | |
| Goal 2- We will increase proficiency of Acadience math scores in K-3 from EOY 2025 to EOY 2026 by 5%. We will reduce Office Referrals and Minor Incidents in Educator's Handbook from EOY 2025 to EOY 2026, thereby creating an environment that is conducive to higher learning. | | | |
| Action Plan | | | |
| <i>What specific tasks/activities will need to be done to help reach your goal?</i> | | | |
| 1 Paraprofessionals will be hired to support behavior and reteach tier 1 instruction and provide small-group tier 2 and tier 3 instruction. Weekly training for paraprofessionals by coach on: classroom management and | | | |
| 2 Use adopted tier 1 math program, HMH, with regular progress monitoring throughout the year. | | | |
| 3 Coaching cycles, training and feedback for paraprofessionals and teachers to improve instruction and program implementation. | | | |
| 4 Behavior paras will help manage the PBIS Bear Pride program, report to staff on results and support teacher with student behaviors as needed. | | | |
| 5 5th grade Students will be given multiple leadership opportunities to help motivate them to model appropriate behavior. | | | |
| 6. 5% of funds will be used for teacher incentives | | | |
| 7. Math materials that support targeted interventions will be purchased. | | | |
| How does the TSSA plan support your TSI subgroups? | | | |
| Designation 1: | Narrative | which evidence-based interventions will be used? | |
| Designation 2: | Narrative | which evidence-based interventions will be used? | |
| Designation 3: | Narrative | which evidence-based interventions will be used? | |
| Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report? | | | |
| Review your progress with your leadership team once each trimester. | | | |
| Trimester Updates: | Date of Review | Measurement Used | Comments |
| Trimester 1: | | | |
| Trimester 2: | | | |
| Trimester 3: | | | |
| Final Report- Complete after January 15 of the following year. What were the results of your plan? | | | |

| 53G-7-1304 | Allocated | | \$4,170,227.17 | | \$1.31 | | | | |
|--------------------------|------------|----------------|-----------------------|---------------|-----------------------|--|------------------------------|-------------|----------------------------|
| School | Enrollment | Allocation | Total | Salaries 100 | Employee Benefits 200 | Purchased Professional & Tech Services 300 | Other Purchased Services 500 | Travel 580 | Supplies and Materials 600 |
| Sunrise | 139 | \$32,890 | \$0.00 | | | | | | |
| BRHS | 1267 | \$336,104 | \$0.00 | | | | | | |
| BEHS | 1699 | \$442,814 | \$0.00 | | | | | | |
| BRMS | 821 | \$202,795 | \$0.00 | | | | | | |
| BEMS | 1137 | \$280,850 | \$0.00 | | | | | | |
| Harris | 838 | \$187,998 | \$0.00 | | | | | | |
| Young | 1006 | \$222,663 | \$0.00 | | | | | | |
| Grouse Creek | 11 | \$2,717 | \$0.00 | | | | | | |
| Park Valley | 30 | \$7,410 | \$0.00 | | | | | | |
| Snowville | 25 | \$6,175 | \$0.00 | | | | | | |
| Century | 433 | \$116,304 | \$0.00 | | | | | | |
| Discovery | 452 | \$119,433 | \$0.00 | | | | | | |
| Fielding | 552 | \$165,901 | \$0.00 | | | | | | |
| Garland | 653 | \$167,533 | \$167,533.00 | \$123,397.00 | \$10,136.00 | \$9,000.00 | | \$20,000.00 | \$5,000.00 |
| Golden Spike | 970 | \$249,735 | \$0.00 | | | | | | |
| Lake View | 574 | \$114,523 | \$0.00 | | | | | | |
| McKinley | 591 | \$117,323 | \$0.00 | | | | | | |
| North Park | 687 | \$133,132 | \$0.00 | | | | | | |
| Three Mile | 481 | \$97,626 | \$0.00 | | | | | | |
| Willard | 296 | \$123,744 | \$0.00 | | | | | | |
| Grant Information | | | \$1,210,090.17 | \$0.00 | \$0.00 | | | | |
| BE Salary Allocation | 25% | \$1,042,557.17 | \$1,042,557.17 | \$715,819.75 | \$326,737.42 | | | | |
| Salary Stipends | | | | | | | | | |
| Total Allocated | 12,662 | \$4,170,227.17 | \$0.00 | | | | | | |
| Total Subcategories | | | \$1,210,090.17 | \$839,216.75 | \$336,873.42 | \$9,000.00 | \$0.00 | \$20,000.00 | \$5,000.00 |

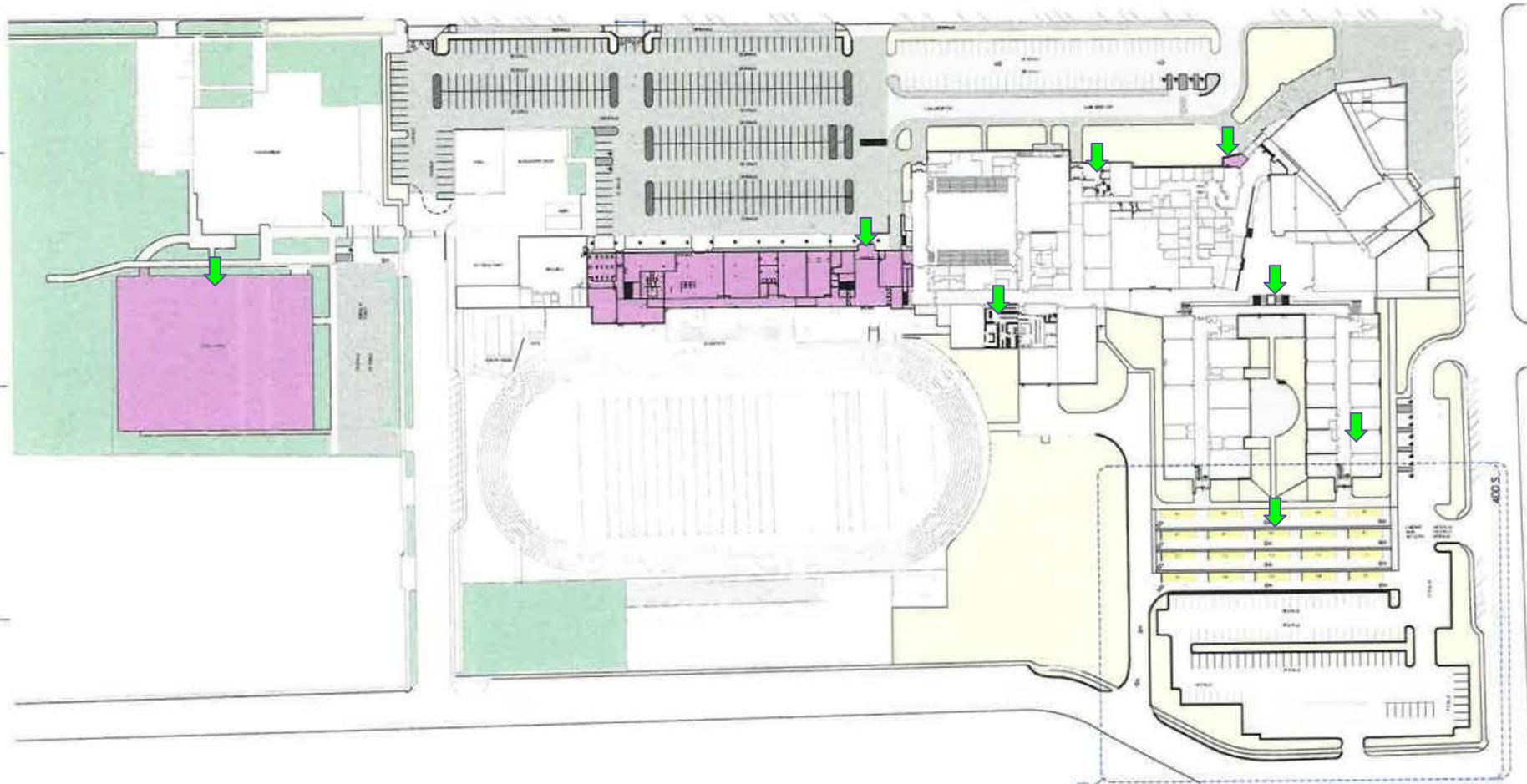
BESD Construction Update



Nov. 12, 2025

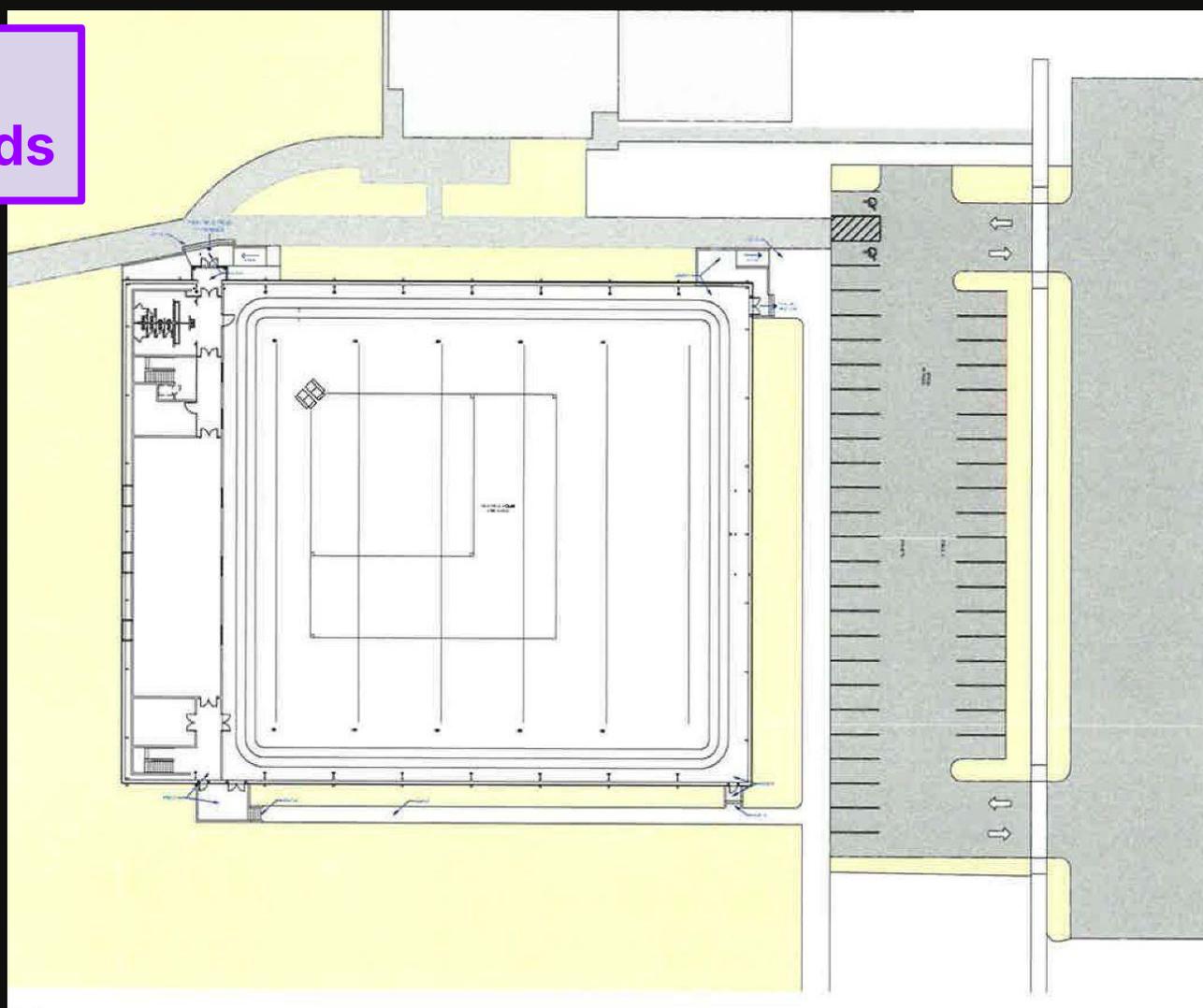
Box Elder High School

- Addition will replace most of the current CTE building
- New bus drop off and pick up
- Some remodel of existing school
- New Health & Physical Education Building
- Cost Estimate \$48,000,000

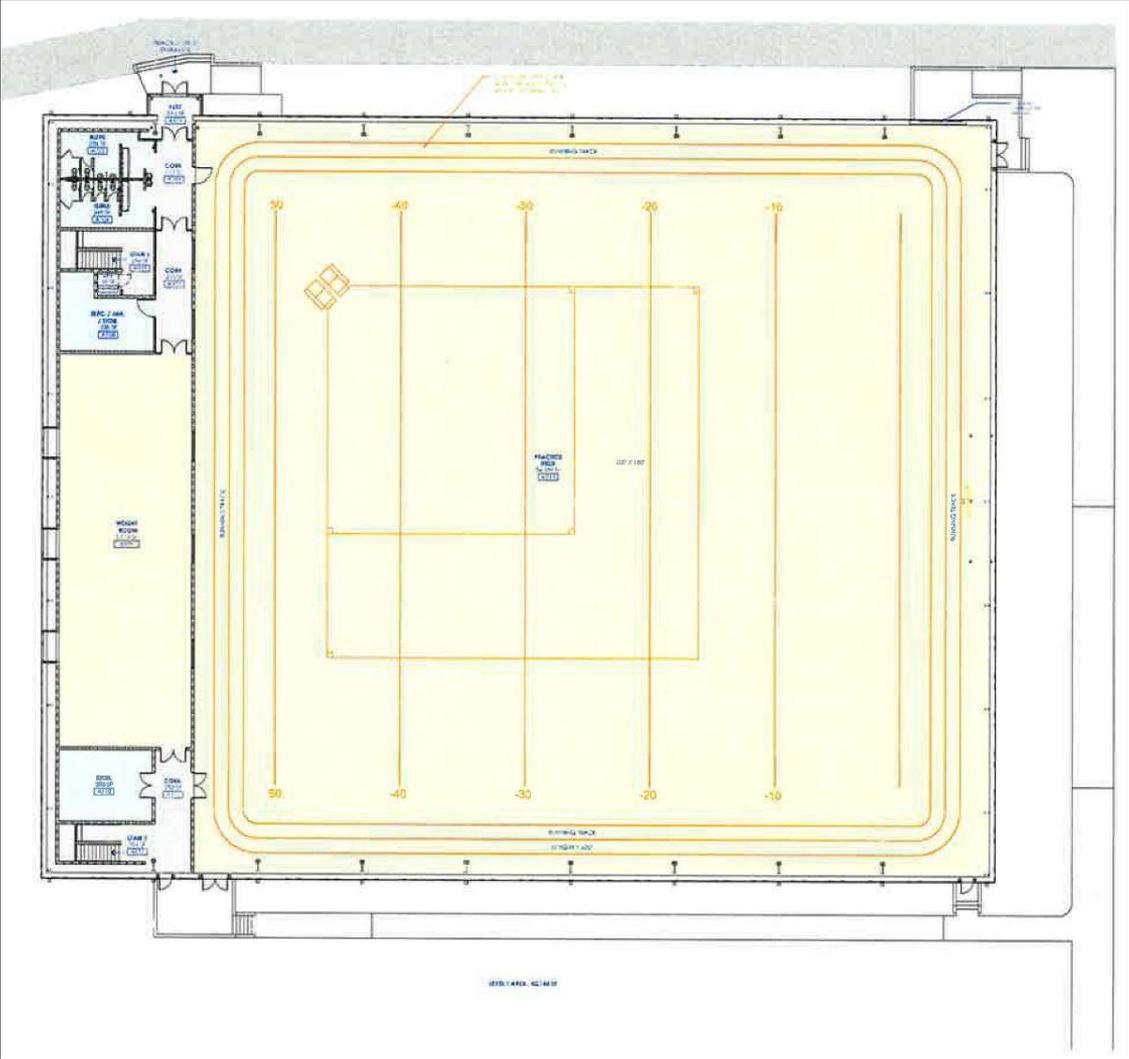


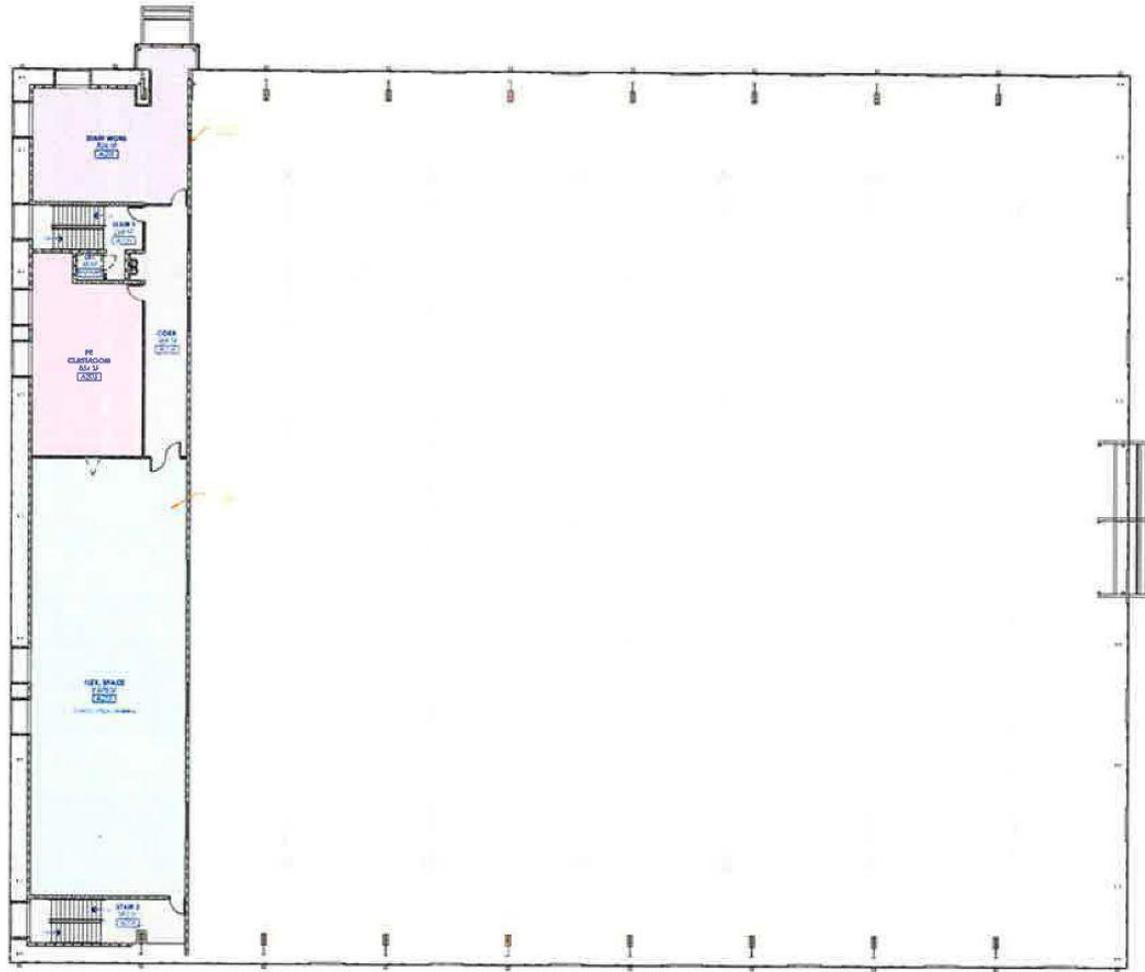
1 Site Plan - Overall

**Ball
Diamonds**



Stadium



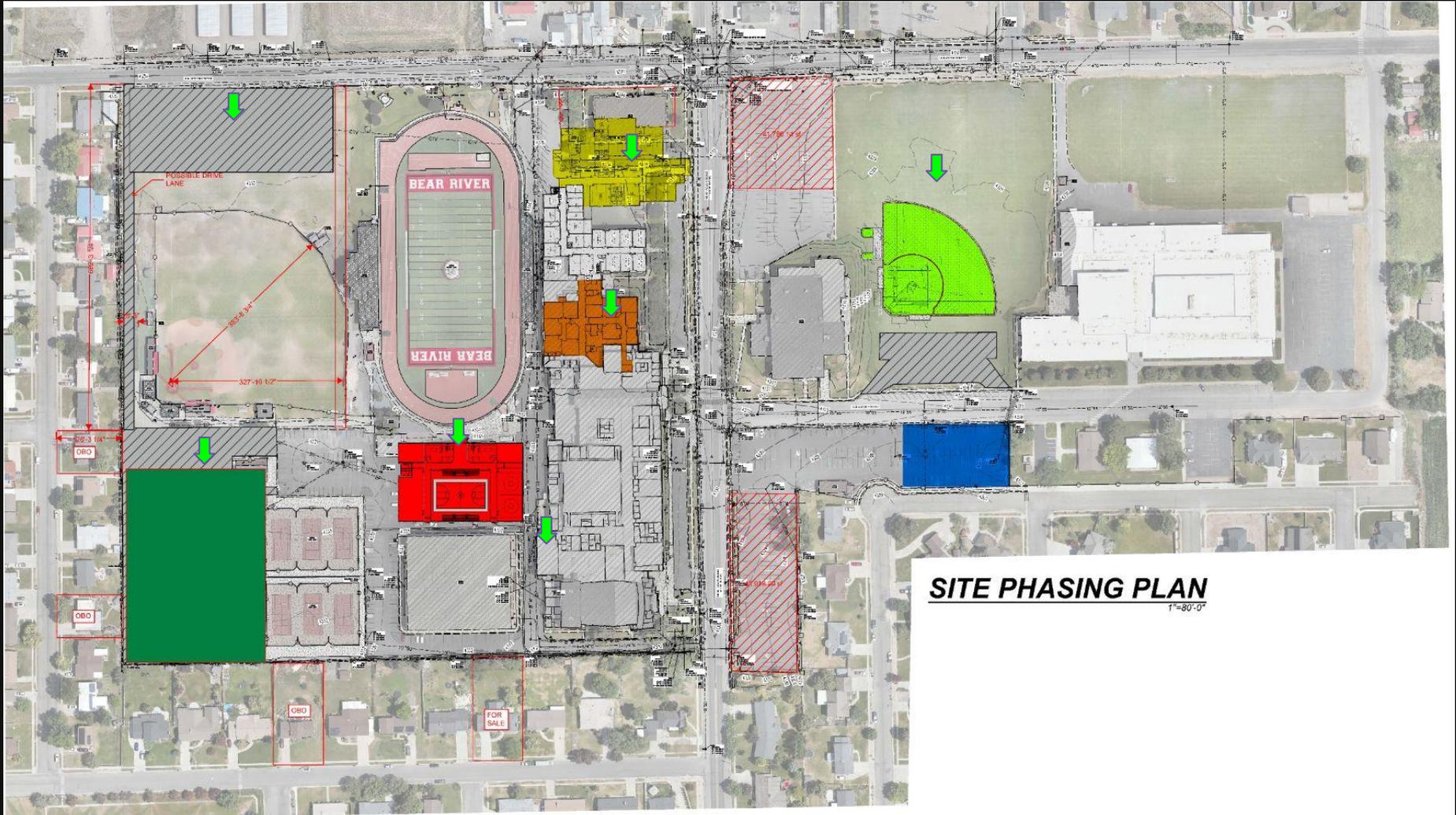


Timeline

- BEHS: 18+ months
 - Hope to abate early spring
 - Begin demo late spring, construction May/June
 - Occupancy Nov/Dec 2027
- BRHS: 24+ months (due to tight campus phasing)
 - Demo and begin construction late spring/early summer
 - Occupancy late spring/early summer 2028

Bear River High School

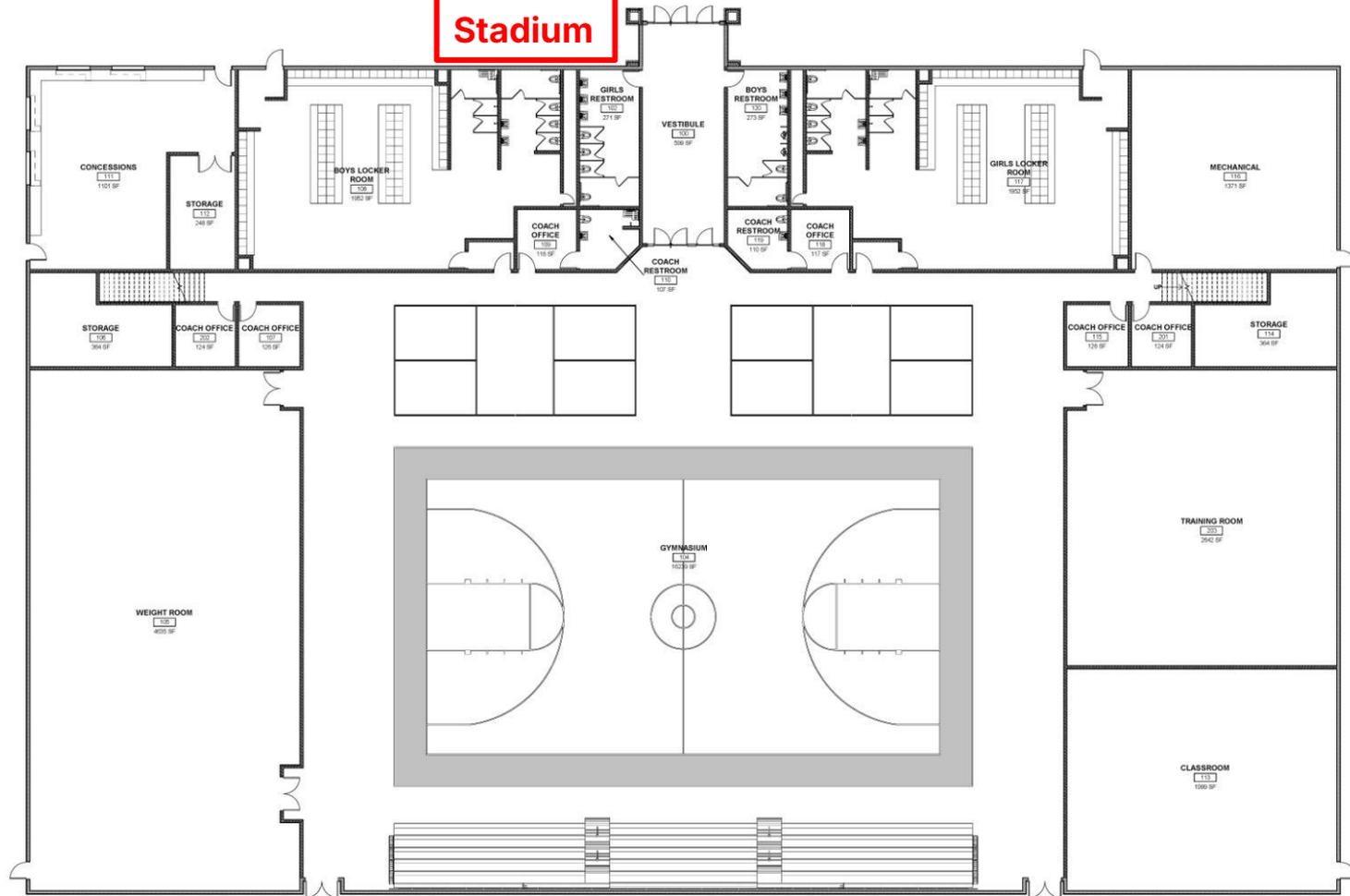
- Addition to extend north of the main building
- New softball field east of BR Nat
- Additional parking
- Remodel of existing school
- New Health & Physical Education Building
- Cost Estimate \$40,000,000



SITE PHASING PLAN

1"=80'-0"

Stadium



**MONTHLY FINANCIAL REPORT
OCTOBER 31, 2025**

| | ENDING OCTOBER 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: | | | 33% | 33% | | |
| | Percent of 9 month contract completed | | | 44% | 44% | | |
| 1 | GENERAL FUND (M&O) FUND (10): | | | | | | |
| 2 | | | | | | | |
| 3 | REVENUE: | | | | | | |
| 4 | Local | | | | | | |
| 5 | Property | 35,711,452 | 1,675,504 | 4.7% | 2.4% | 820,454 | 34,066,920 |
| 6 | Tuitions | 250,000 | 78,744 | 31.5% | 30.0% | 97,813 | 325,805 |
| 7 | Investment Earnings | 2,100,000 | 418,484 | 19.9% | 22.5% | 460,194 | 2,043,890 |
| 8 | Indirect Costs | 500,000 | 0 | 0.0% | 0.0% | | 864,147 |
| 9 | Rental Fees/Building/Ft | 90,000 | 22,223 | 24.7% | 17.3% | 42,545 | 246,172 |
| 10 | Other | 950,000 | 88,062 | 9.3% | 6.2% | 178,920 | 2,904,620 |
| 11 | State | 102,201,365 | 40,516,842 | 39.6% | 35.1% | 32,673,791 | 93,124,358 |
| 12 | Federal | 5,100,000 | 282,800 | 5.5% | 11.6% | 991,341 | 8,561,377 |
| 13 | Misc./ Fund Bal | 0 | -4,226,736 | 0.0% | 0.0% | 2,554 | - |
| 14 | TOTAL M & O | | | | | | |
| 15 | REVENUE | 146,902,817 | 38,855,924 | 26.5% | 0.0% | 35,267,612 | 142,137,289 |
| 16 | Beg Balance | 21,161,084 | 21,161,084 | | | | |
| 17 | Less: | 142,945,320 | 38,407,480 | | | | |
| 18 | Ending Balance | 25,118,581 | 21,609,528 | | | | |
| 19 | TOTAL M & O FUNDS | | | | | | |
| 20 | available | 25,118,581 | 21,609,528 | | | 35,267,612 | 142,137,289 |
| 21 | | | | | | | |
| 22 | EXPENDITURES: | | | | | | |
| 23 | Instruction (1000) | | | | | | |
| 24 | Salaries | 64,102,681 | 15,992,217 | 24.9% | 23.6% | 14,452,847 | 61,347,916 |
| 25 | Benefits | 21,458,740 | 6,225,448 | 29.0% | 26.4% | 5,894,299 | 22,345,584 |
| 26 | Purchased Serv. | 3,824,104 | 653,454 | 17.1% | 30.2% | 940,913 | 3,110,579 |
| 27 | Supplies/Texbooks | 5,385,400 | 1,896,557 | 35.2% | 37.4% | 1,326,542 | 3,543,860 |
| 28 | Equipment | 1,600,000 | 2,244 | 0.1% | 29.8% | 109,779 | 368,296 |
| 29 | Other | 850,000 | 880 | 0.1% | 28.6% | 50 | 175 |
| 30 | Total | 97,220,925 | 24,770,800 | 25.5% | 25.0% | 22,724,431 | 90,716,410 |
| 31 | | | | | | | |
| 32 | Student Services (2100) | | | | | | |
| 33 | Salaries | 4,533,200 | 1,309,472 | 28.9% | 24.3% | 1,185,016 | 4,868,033 |
| 34 | Benefits | 1,621,270 | 503,041 | 31.0% | 24.8% | 451,650 | 1,817,627 |
| 35 | Other | 610,000 | 58,196 | 9.5% | 16.3% | 77,529 | 475,218 |
| 36 | Total | 6,764,471 | 1,870,709 | 27.7% | 23.9% | 1,714,195 | 7,160,878 |
| 37 | | | | | | | |
| 38 | Instructional Staff (2200) | | | | | | |
| 39 | Salaries | 2,044,647 | 606,202 | 29.6% | 29.1% | 540,731 | 1,858,118 |
| 40 | Benefits | 703,766 | 231,324 | 32.9% | 30.4% | 214,136 | 703,310 |
| 41 | Other | 903,373 | 367,401 | 40.7% | 26.6% | 272,895 | 1,026,158 |
| 42 | Total | 3,651,787 | 1,204,928 | 33.0% | 28.6% | 1,027,762 | 3,587,586 |
| 43 | | | | | | | |

**MONTHLY FINANCIAL REPORT
OCTOBER 31, 2025**

| ENDING OCTOBER 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: | | | 33% | 33% | | |
| Percent of 9 month contract completed | | | 44% | 44% | | |
| 44 District Administration (2300) | | | | | | |
| 45 Salaries | 638,042 | 252,766 | 39.6% | 28.4% | 172,938 | 608,601 |
| 46 Benefits | 229,090 | 94,492 | 41.2% | 32.8% | 73,165 | 223,395 |
| 47 Purch Services | 270,000 | 500 | 0.2% | 18.1% | 93,891 | 519,217 |
| 48 Liability Insurance | 274,944 | 0 | 0.0% | 100.0% | 229,120 | 229,120 |
| 49 Supplies | 101,420 | 878 | 0.9% | 61.2% | 32,471 | 53,031 |
| 50 Other | 55,000 | 25,479 | 46.3% | 91.9% | 27,515 | 29,939 |
| 51 Total | 1,568,495 | 374,115 | 23.9% | 37.8% | 629,101 | 1,663,303 |
| 52 | | | | | | |
| 53 School Administration (2400) | | | | | | |
| 54 Salaries | 6,030,960 | 1,723,606 | 28.6% | 31.3% | 1,615,362 | 5,158,344 |
| 55 Benefits | 2,323,042 | 644,772 | 27.8% | 31.5% | 617,024 | 1,957,534 |
| 56 Prof Serv/Travel | 99,772 | 13,789 | 13.8% | 15.0% | 20,370 | 135,835 |
| 57 Other | 14,454 | 16,925 | 117.1% | 8.0% | 14,545 | 180,984 |
| 58 Total | 8,468,228 | 2,399,091 | 28.3% | 30.5% | 2,267,301 | 7,432,697 |
| 59 | | | | | | |
| 60 Business & Support (2500) | | | | | | |
| 61 Salaries | 844,343 | 191,870 | 22.7% | 34.3% | 232,782 | 679,648 |
| 62 Benefits | 389,903 | 66,619 | 17.1% | 36.2% | 88,171 | 243,291 |
| 63 Purchased Services | 406,183 | 421,635 | 103.8% | 30.7% | 121,886 | 396,650 |
| 64 Other | 159,000 | 16,255 | 10.2% | 0.2% | 87 | 45,915 |
| 65 Total | 1,799,429 | 696,379 | 38.7% | 32.4% | 442,926 | 1,365,504 |
| 66 | | | | | | |
| 67 Operation & Maintenance (2600) | | | | | | |
| 68 Salaries | 6,848,485 | 2,227,642 | 32.5% | 33.8% | 2,138,555 | 6,335,971 |
| 69 Benefits | 2,411,429 | 820,604 | 34.0% | 35.1% | 804,163 | 2,293,643 |
| 70 Electricity | 1,511,127 | 363,744 | 24.1% | 46.5% | 551,340 | 1,186,148 |
| 71 Purchased Service | 802,000 | 316,340 | 39.4% | 31.9% | 264,522 | 829,958 |
| 72 Telephone | 230,000 | 29,824 | 13.0% | 11.3% | 13,077 | 115,719 |
| 73 Natural Gas | 895,300 | 27,914 | 3.1% | 6.7% | 34,073 | 511,966 |
| 74 Prop Insurance | 345,000 | 304,650 | 88.3% | 100.0% | 206,810 | 206,810 |
| 75 Repair | 700,250 | 116,242 | 16.6% | 28.5% | 77,332 | 271,410 |
| 76 Supplies | 1,020,000 | 414,575 | 40.6% | 94.9% | 312,588 | 329,411 |
| 77 Other Property | 750 | 199,614 | 26615.2% | 0.0% | | 361 |
| 78 | | | | | | |
| 79 Total | 14,764,341 | 4,821,150 | 32.7% | 36.4% | 4,402,460 | 12,081,397 |
| 80 | | | | | | |

**MONTHLY FINANCIAL REPORT
OCTOBER 31, 2025**

| ENDING OCTOBER 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: | | | 33% | 33% | | |
| Percent of 9 month contract completed | | | 44% | 44% | | |
| 81 Transportation (2700) | | | | | | |
| 82 Salaries | 4,036,067 | 1,125,816 | 27.9% | 26.7% | 1,052,013 | 3,933,171 |
| 83 Benefits | 1,231,047 | 410,314 | 33.3% | 31.1% | 393,036 | 1,265,056 |
| 84 Purch Serv | 359,416 | 141,301 | 39.3% | 24.7% | 140,445 | 567,867 |
| 85 Fuel | 931,280 | 117,065 | 12.6% | 31.2% | 253,887 | 814,922 |
| 86 Supplies | 829,655 | 145,675 | 17.6% | 25.5% | 152,576 | 597,704 |
| 87 Other/Property | 142,010 | 0 | 0.0% | -3026.2% | -106,400 | 3,516 |
| 88 Total | 7,529,475 | 1,940,170 | 25.8% | 26.3% | 1,885,557 | 7,182,235 |
| 89 | | | | | | |
| 90 Community Services (3300) | | | | | | |
| 91 Salary | 788,616 | 215,621 | 27.3% | 31.6% | 236,043 | 746,221 |
| 92 Benefits | 233,504 | 60,492 | 25.9% | 31.9% | 69,839 | 219,166 |
| 93 Purchased Serv | 20,000 | 7,649 | 38.2% | 25.2% | 3,788 | 15,025 |
| 94 Supplies/Util | 110,500 | 35,686 | 32.3% | 25.6% | 21,849 | 85,198 |
| 95 Property | 15,000 | 8,400 | 56.0% | 4.4% | 427 | 9,677 |
| 96 Other Objects | 10,550 | 2,290 | 21.7% | 21.6% | 1,972 | 9,124 |
| 97 Desig. Fund Bal | | | | | | |
| 98 Total | 1,178,170 | 330,138 | 28.0% | 30.8% | 333,918 | 1,084,412 |
| 99 Total Expenditures | 142,945,320 | 38,407,480 | 26.9% | 26.8% | 35,427,652 | 132,274,421 |
| 100 Interfund Trans | | | | | 0 | - |
| 101 Change Desig Fund Bal | | | | | | |
| 102 Other/Budget Cuts | | | | | | |
| 103 TOTAL EXPENDITURERS | | | | | | |
| 104 M & O | 142,945,320 | 38,407,480 | 26.87% | 26.8% | 35,427,652 | 132,274,421 |
| 105 | | | | | | |

MONTHLY FINANCIAL REPORT
OCTOBER 31, 2025

| | ENDING OCTOBER 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: | | | 33% | 33% | | |
| | Percent of 9 month contract completed | | | 44% | 44% | | |
| 106 | School Activity Fund (21) | | | | | | |
| 107 | | | | | | | |
| 108 | REVENUE: | | | | | | |
| 109 | School Deposits | 4,553,039 | 2,189,936 | 48.1% | 39.1% | 2,002,319 | 5,116,742 |
| 110 | | | | | | | |
| 111 | Other | | | | | | |
| 112 | Total Revenue | 4,553,039 | 2,189,936 | 48.1% | 39.1% | 2,002,319 | 5,116,742 |
| 113 | EXPENDITURES: | | | | | | |
| 114 | Purchased Services | 750,000 | 174,738 | 23.3% | 16.6% | 71,977 | 433,895 |
| 115 | Supplies | 2,860,000 | 1,246,392 | 43.6% | 18.2% | 751,279 | 4,127,283 |
| 116 | Equipment/Property | 40,000 | 0 | 0.0% | 90.8% | 11,237 | 12,370 |
| 117 | Desig/Other/Adm | 250,000 | 0 | 0.0% | 0.0% | 76,070 | - |
| 118 | Total Expenditures | | | | | | |
| 119 | School Activity | 3,900,000 | 1,421,129 | 36.4% | 19.9% | 910,563 | 4,573,548 |
| 120 | DEBT SERVICE FUND (31) | | | | | | |
| 121 | | | | | | | |
| 122 | REVENUE: | | | | | | |
| 123 | Property Tax | 3,451,030 | 181,069 | 5.2% | 2.4% | 88,665 | 3,752,524 |
| 124 | Interest | 350,000 | 133,829 | 38.2% | 22.9% | 115,992 | 506,821 |
| 125 | Other | | | | | | |
| 126 | Total | 3,801,030 | 314,898 | 8.3% | 4.8% | 204,657 | 4,259,345 |
| 127 | Beginning Bal | 8,982,628 | 8,982,628 | | | | 8,546,847 |
| 128 | LESS: | 3,310,750 | 3,072,625 | | | | 3,255,250 |
| 129 | Ending Balance | 9,472,908 | 6,224,901 | | | 204,657 | 9,550,942 |
| 130 | Funds Available | | | | | | |
| 131 | EXPENDITURE: | | | | | | |
| 132 | Bond Debt | 3,308,250 | 3,072,625 | 92.9% | 92.9% | 3,020,625 | 3,252,250 |
| 133 | Fees | 2,500 | 0 | 0.0% | 0.0% | 0 | 3,000 |
| 134 | Other Uses | | | | | | - |
| 135 | Total | 3,310,750 | 3,072,625 | 92.8% | 92.8% | 3,020,625 | 3,255,250 |

**MONTHLY FINANCIAL REPORT
OCTOBER 31, 2025**

| | ENDING OCTOBER 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: | | | 33% | 33% | | |
| | Percent of 9 month contract completed | | | 44% | 44% | | |
| 136 | CAPITAL OUTLAY FUND (32) | | | | | | |
| 137 | | | | | | | |
| 138 | REVENUE: | | | | | | |
| 139 | Property Tax | 19,311,054 | 523,954 | 2.7% | 2.4% | 256,568 | 10,858,549 |
| 140 | Interest | 770,000 | 265,275 | 34.5% | 25.9% | 243,088 | 937,302 |
| 141 | Other | 100,000 | 59,218 | 59.2% | 7.6% | 20,172 | 264,901 |
| 142 | State | 100,000 | 0 | 0.0% | 11.2% | 142,794 | 1,273,392 |
| 143 | Federal /MBA | 0 | 0 | 0.0% | 0.0% | 10,056 | 20,112 |
| 144 | Ins./Prop.Recry | 20,000 | 2,502 | 12.5% | 0.0% | 8,414 | - |
| 145 | Total Revenue | 20,301,054 | 850,949 | 4.2% | 5.1% | 681,091 | 13,354,256 |
| 146 | Lease Revenue MBA | 0 | 0 | | | | |
| 147 | Other Sources(F50) | 0 | 0 | | | | |
| 148 | Desig. Fund Bal | 0 | 0 | | | | |
| 149 | TOTAL REVENUE CAPITAL | 20,301,054 | 850,949 | 0 | 0 | 681,091 | 13,354,256 |
| 150 | OUTLAY | | | | | | |
| 151 | Beg. Balance | 29,332,972 | 29,332,972 | | | | 22,309,148 |
| 152 | Less: | 27,068,700 | 3,368,294 | | | | 11,193,670 |
| 153 | Ending Balance | 22,565,326 | 26,815,627 | | | | 24,469,734 |
| 154 | Capital Outlay Funds | | | | | | |
| 155 | available | | | | | | |

MONTHLY FINANCIAL REPORT
OCTOBER 31, 2025

| | ENDING OCTOBER 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: | | | 33% | 33% | | |
| | Percent of 9 month contract completed | | | 44% | 44% | | |
| 156 | EXPENDITURES: | | | | | | |
| 157 | Oper/Maint | 0 | 0 | 0.0% | 0.0% | 0 | - |
| 158 | Other Equipment | 0 | 0 | 0.0% | 0.0% | 195,916 | - |
| 159 | Purchased Services | 4,658,200 | 271,350 | 5.8% | 0.0% | 6,000 | 384,332 |
| 160 | Technology/Software | 2,750,000 | 309,688 | 11.3% | 120.2% | 294,452 | 1,256,222 |
| 161 | Improvement | | | 0.0% | 0.0% | | - |
| 162 | Buildings Maint | 3,800,000 | 1,236,905 | 32.6% | 67.8% | 1,510,593 | 2,226,630 |
| 163 | Vehicles/Buses | 1,500,000 | 1,334,269 | 89.0% | 0.0% | -1,993 | 1,691,400 |
| 164 | Furniture/Equip | 1,600,000 | 146,334 | 9.1% | 0.0% | 437,195 | 3,233,735 |
| 165 | Other Objects/Supplies | 800,000 | | 0.0% | 0.0% | | - |
| 166 | Vehicle charges | 300,000 | 2,500 | 0.8% | | | 5,926 |
| 167 | Total Capital | 15,408,200 | 3,301,046 | 21.4% | 27.8% | 2,442,163 | 8,798,245 |
| 168 | Other/Portables | 0 | | 0.0% | 0.0% | | 866,521 |
| 169 | Grouse Creek | 0 | 0 | 0.0% | 0.0% | | - |
| 170 | Golden Spike | 0 | 0 | 0.0% | 0.0% | -25,240 | - |
| 171 | School Small Capital | 150,000 | 67,248 | 44.8% | 111.3% | 127,950 | 114,991 |
| 172 | HS Athletic Facilities | 250,000 | 0 | 0.0% | 0.0% | | - |
| 173 | Property/Other | 250,000 | | 0.0% | 0.0% | | - |
| 174 | Total Construction | 650,000 | 67,248 | 10.3% | 20.6% | 102,710 | 499,781 |
| 175 | Desig. F Bal | | | | 0.0% | 0 | - |
| 176 | MBA/Bond Fee/Fund 50 | 11,010,500 | 0 | 0.0% | 0.0% | 1,670,509 | 1,895,644 |
| 177 | Other | 0 | 0 | 0.0% | 0.0% | 0 | - |
| 178 | TOTAL EXPENDITURES | 11,010,500 | 0 | 0.0% | 0.0% | 0 | - |
| 179 | CAPITAL OUTLAY | 27,068,700 | 3,368,294 | 12.4% | 39.4% | 4,411,298 | 11,193,670 |
| 180 | | | | | | | |

MONTHLY FINANCIAL REPORT
OCTOBER 31, 2025

| | ENDING OCTOBER 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: | | | 33% | 33% | | |
| | Percent of 9 month contract completed | | | 44% | 44% | | |
| 181 | SCHOOL FOOD SERVICE FUND (49) | | | | | | |
| 182 | | | | | | | |
| 183 | REVENUE: | | | | | | |
| 184 | Lunch Sales | 1,300,000 | 289,165 | 22.2% | 18.1% | 275,009 | 1,521,093 |
| 185 | State | 900,000 | 98,969 | 11.0% | 7.5% | 105,637 | 1,417,063 |
| 186 | Federal | 2,500,000 | 349,793 | 14.0% | 16.9% | 444,589 | 2,632,718 |
| 187 | Other/Inventory Adj | 0 | 4,185,162 | 0.0% | 0.0% | 0 | (55,095) |
| 188 | TOTAL REVENUE SCHOOL | | | | | | |
| 189 | FOODS | 4,700,000 | 4,923,090 | 104.7% | 15.0% | 825,234 | 5,515,780 |
| 190 | Beg. Balance | 3,360,389 | 3,360,389 | | | 5,133,182 | 5,371,320 |
| 191 | Less: | 6,142,981 | 1,329,638 | | | | 5,383,685 |
| 192 | Ending Balance | 8,060,389 | 8,283,479 | | | 5,958,416 | 5,133,182 |
| 193 | School Food Service Funds | | | | | | |
| 194 | available | 8,060,389 | 8,283,479 | 102.8% | 116.1% | 5,958,416 | 5,133,182 |
| 195 | EXPENDITURES: | | | | | | |
| 196 | Salaries | 2,018,331 | 480,955 | 23.8% | 23.2% | 467,896 | 2,018,213 |
| 197 | Benefits | 610,650 | 141,214 | 23.1% | 26.5% | 147,912 | 557,845 |
| 198 | Food/Supplies | 3,009,000 | 600,257 | 19.9% | 13.4% | 350,250 | 2,610,555 |
| 199 | Equipment | 100,000 | 102,447 | 102.4% | 135.2% | 133,181 | 98,507 |
| 200 | Other Costs | 80,000 | 4,765 | 6.0% | 18.7% | 18,409 | 98,564 |
| 201 | Dir/Indirect Costs | 325,000 | 0 | 0.0% | 0.0% | 0 | - |
| 202 | TOTAL EXPENDITURES SCHOOL | | | | | | |
| 203 | FOODS | 6,142,981 | 1,329,638 | 21.6% | 20.8% | 1,117,647 | 5,383,685 |
| 204 | | | | | | | |

MONTHLY FINANCIAL REPORT
OCTOBER 31, 2025

| ENDING OCTOBER 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: | | | 33% | 33% | | |
| Percent of 9 month contract completed | | | 44% | 44% | | |
| 205 Foundation Fund (75) | | | | | | |
| 206 | | | | | | |
| 207 REVENUE: | | | | | | |
| 208 Total Revenue | 500,000 | 172,022 | 34.4% | 32.5% | 181,060 | 557,267 |
| 209 Available Revenue | 500,000 | 172,022 | 34.4% | 36.4% | 181,060 | 497,352 |
| 210 EXPENDITURE: | | | | | | |
| 211 Expenses | 475,000 | 154,273 | 32.5% | 38.5% | 166,049 | 431,084 |
| 212 Changes/Desg Fund Bal | | | | | | - |
| 213 TOTAL EXPENDITURE | 475,000 | 154,273 | 32.5% | 38.5% | 166,049 | 431,084 |
| 214 | | | | | | |
| 215 Agency Fund (76) | | | | | | |
| 216 | | | | | | |
| 217 REVENUE: | | | | | | |
| 218 Agent Services | 80,000 | 68,516 | 85.6% | 95.5% | 65,914 | 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 TOTAL REVENUE/BB | | | | | | |
| 223 AGENCY FUND | 80,000 | 68,516 | 85.6% | 95.5% | 65,914 | 69,013 |
| 224 EXPENDITURE: | | | | | | |
| 225 Instruction | 10,000 | | 0.0% | 8.3% | 105 | 1,269 |
| 226 NUCC | 25,000 | 29,421 | 117.7% | 1.2% | 278 | 23,070 |
| 227 Other | 3,000 | 1,628 | 54.3% | 14.3% | 444 | 3,101 |
| 228 Changes/Desg Fund Bal | 0 | 0 | 0.0% | 0.0% | | |
| 229 TOTAL EXPENDITURES | | | | | | |
| 230 AGENCY FUND | 38,000 | 31,049 | 81.7% | 3.0% | 828 | 27,440 |
| 231 | | | | | | |
| 232 | | | | | | |
| 233 | | SUMMARY | | | SUMMARY | |
| 234 | | | | | | |
| 235 GRAND TOTAL FUNDS AVAILABLE | | | | | | |
| 236 ALL FUNDS | 156,735,856 | 47,375,335 | 30.2% | | 44,361,069 | |
| 237 GRAND TOTAL EXPENDITURE | | | | | | |
| 238 ALL FUNDS | 183,880,751 | 47,784,488 | 26.0% | | 45,054,661 | |

POLICY 1036

Board Member Conflict of Interest

A. Private, Controlled, or Protected Information

1. Board Members may not:
 - a. Accept employment or engage in any business or professional activity that the member might reasonably expect would require or induce the member to improperly disclose controlled information gained by reason of being a member of the Board.
 - b. Disclose or improperly use controlled, private or protected information acquired by reason of membership on the Board or in the course of official duties for the member's or another's private gain or benefit.
 - c. Use or attempt to use the member's position on the Board to substantially further the member's economic interest or to secure special privileges or exemptions for the member or others.
 - d. Accept other employment that the member might expect would impair the member's independence of judgment in performing the member's public duties.
 - e. Accept other employment that the member might expect would interfere with the ethical performance of the member's duties.

[Utah Code § 67-16-4 \(2018\)](#)

B. Accepting Gifts, Compensation or Loan

1. No Board Member shall knowingly receive, accept, take, seek, or solicit, directly or indirectly, any gift, compensation, or loan for the member or another if:
 - a. It would tend to influence someone in the member's position in the discharge of employment duties;
 - b. The member knows or someone in the member's position should know it is a reward for the member's action; or
 - c. The member recently has been, or is now, or in the near future may be involved in any governmental action directly affecting the donor or lender, unless a

disclosure of the gift, compensation, or loan and other relevant information has been made in the manner provided below captioned "Receiving Compensation for Assistance in Transaction Involving a Government Agency."

2. This section does not apply to the following:
 - a. An occasional non-pecuniary gift having a value of not in excess of \$50.00;
 - b. An award publicly presented in recognition of public services;
 - c. Any bona fide loan made in the ordinary course of business by an institution authorized by the laws of this state or any other state to engage in making such loans.
 - d. A political campaign contribution if the contribution is actually used in a political campaign of the recipient District Board Member.

[Utah Code § 67-16-5 \(2014\)](#)

- C. Receiving Compensation for Assistance in Transaction Involving a Government Agency
 - a. A "government agency" is any department, division, agency, commission, board, council, committee, authority or any other institution of the state or any of its political subdivision, including the District and Board of Education. No Board Member or District employee shall receive or agree to receive compensation for assisting any person or business entity in any transaction involving a state agency unless the District employee files with the Superintendent, the state attorney general's office, and the head of the agency with which the transaction is being conducted a sworn written statement containing the following information:
 - 1) The name and address of the employee.
 - 2) The name of the District.
 - 3) The name and address of the person or business entity being or to be assisted.
 - 4) A brief description of the transaction as to which service is rendered or is to be rendered and of the nature of the service performed or to be performed.
 - b. The sworn statement shall be filed within 10 days after the date of any agreement between the District employee and the person or business entity being assisted or the receipt of compensation, whichever is earlier.

- c. The Superintendent shall post the sworn statement on the District's website and ensure that it remains on the website while the Board members remains in office

[Utah Code § 67-16-6 \(2014\)](#)

D. Annual Conflict of Interest Disclosure

1. Unless the Board member or employee is required to file a conflict of interest disclosure statement because of holding another position, each Board Member or employee shall prepare and submit to the Superintendent a written conflict of interest disclosure statement between January 1 and January 31 of each year the Board Member is in office or the employee is employed with the District.

[Utah Code § 67-16-16\(1\) \(2024\)](#)

2. The written conflict of interest statement shall include each item of information required by [Utah Code § 20A-11-1604\(6\)](#).

[Utah Code § 20A-11-1604\(4\) \(2025\)](#)

[Utah Code § 67-16-16\(1\)\(a\) \(2025\)](#)

3. The Superintendent shall post an electronic copy of the conflict of interest disclosure statement on the District's website within 10 business days of receipt from the Superintendent and provide the lieutenant governor with a link to the posting. The Superintendent shall ensure that the disclosure remains posted on the District's website while the Board member remains in office. If the Board member is not required to submit the disclosure statement to the Superintendent because the Board member is required to file a conflict of interest disclosure statement because of holding another position, the Superintendent shall post a link to the Board member's disclosure on the District website and shall provide the lieutenant governor with a copy of the link. **If the Board member or the Board member's spouse is an at-risk government employee as defined in [Utah Code § 63G-2-303\(1\)\(a\)](#) and the Board member requests redaction of employment information or the spouse's name and employment information, the Superintendent shall redact the information from the disclosure before posting the conflict of interest disclosure statement.**

[Utah Code § 67-16-16\(2\), \(7\) \(2024\)](#)

[Utah Code § 20A-11-1604\(7\) \(2025\)](#)

[Utah Code § 63G-2-303\(1\)\(a\) \(2025\)](#)

4. If the Superintendent determines that a Board member has not timely submitted a conflict of interest disclosure statement or that the statement does not meet the statutory requirement, the Superintendent shall notify the Board member within five

days and direct the Board member to submit an statement or an amended statement correcting the problem. If the statement or corrected statement is not submitted within seven days after the Superintendent's notice, the Superintendent shall report the violation to the Utah Attorney General and shall impose a civil fine of \$100 against the Board member. Any such fine shall be deposited into the District's general fund as a dedicated credit to pay for the costs of administering the disclosure requirement.

[Utah Code § 67-16-16\(3\)-\(6\) \(2024\)](#)

POLICY 1072

Board Meetings: Notice Requirements

A. Public Notice of Annual Meeting Schedule

1. At least once each year, the Board shall give public notice of its annual meeting schedule. The notice shall specify date, time, and place of such meetings.

[Utah Code § 52-4-202\(2\) \(2023\)](#)

B. Notice of Specific Meetings

1. The Board shall provide public notice of each meeting at least 24 hours in advance of each meeting; such notice shall include the agenda, date, time, and place of the meeting.

[Utah Code § 52-4-202\(1\) \(2023\)](#)

C. Action Limited to Meeting Agenda

1. Where a meeting agenda must be included in the required public notice of a Board meeting, that agenda shall be sufficiently specific to notify the public of the topics to be considered at the Board meeting. To be sufficiently specific, the agenda shall at least list each anticipated topic under an agenda item in a manner which identifies the subject of discussion and if known the nature of the Board action being considered on the subject. The Board may not consider the topic in an open meeting which was not listed under an agenda item and included with the advance public notice of the meeting, except that if an unlisted topic is raised by the public during an open meeting the Board may, at the discretion of the presiding Board member, discuss the topic but may not take any final action on the topic during the meeting. This limitation may not apply to an emergency meeting where the requirements for holding and giving the best practicable notice of such a meeting have been met.

[Utah Code § 52-4-202\(6\) \(2023\)](#)

2. When the Board is meeting to conduct a public hearing with respect to adopting the budget or levying a tax rate which exceeds the certified tax rate, the Board's agenda must be limited to the hearing(s) and discussion and action on those items. (If the Board holds another meeting on the same date to address general business items, the other meeting must conclude before the meeting on the budget and/or tax rate

levy.) The meeting must also be available for individuals to attend or participate either in person or remotely through electronic means.

[Utah Code § 59-2-919\(8\)\(b\)\(i\), \(e\) \(2025\)](#)

D. Giving Notice of Meeting

1. Public notice of each Board meeting and of the Board's annual meeting schedule shall be given for at least 24 hours by:
 1. Posting written notice at the local Board of Education office;
 2. Posting notice on the Utah Public Notice Website; and,
 3. Posting notice on the [District's website, https://www.besd.net/](https://www.besd.net/).
4. Notice of each Board meeting shall also be given to each mayor or interested county executive (or their designee). An "interested mayor" is the mayor of a municipality that is partly or entirely within the boundaries of the school district. An "interested county executive" is the county executive or county manager of a county with unincorporated area within the boundaries of the School District. This notice shall be provided by mail, email, or other effective means agreed to by the person to receive notice.

[Utah Code § 52-4-202\(3\), \(4\) \(2023\)](#)

[Utah Code § 63G-30-102\(1\) \(2023\)](#)

[Utah Code § 53G-7-208\(3\)\(e\) \(2019\)](#)

E. Emergency Meeting

1. In case of emergency or urgent public necessity which renders it impractical to give the notice identified in the paragraphs above, the best notice practicable shall be given of the time and place of the meeting and of the topics to be considered at the meeting. No such emergency meeting of the Board shall be held unless an attempt has been made to notify all of its members and a majority of the members vote in the affirmative to hold the meeting.

[Utah Code § 52-4-202\(5\) \(2023\)](#)

F. Annual Budget Meeting Notice

1. In addition to complying with the aforementioned public notice requirements, in regards to the budget hearing, the Board shall do the following:

- a. Publish the required newspaper advertisement and/or electronic newspaper advertisement (see [Utah Code § 45-1-101 \(2023\)](#)) and the required Utah Public Notice Website advertisement at least ten days before the day on which the hearing is held
 - 1) The public hearing notice will include information on how the public may access the proposed budget.
- b. File a copy of the proposed budget with the Board's business administrator for public inspection; and
- c. Post a copy of the proposed budget on the [District's website](#).
- d. In addition, if the proposed budget includes a tax rate in excess of the certified tax rate, or if the Board meeting is required to consider whether to adopt a tax rate in excess of the certified tax rate, the Board shall provide the notices and schedule the meeting as required by [Utah Code § 59-2-919](#).

[Utah Code § 53G-7-303\(2\) \(2019\)](#)

[Utah Code § 53F-8-201\(3\) \(2019\)](#)

[Utah Code § 59-2-919 \(2024\)](#)

G. Bond or Tax Increase Election Hearing Notice

1. In addition to complying with the aforementioned public notice requirements, if the Board is meeting under the [Transparency of Ballot Propositions Act](#) to hear arguments for or against a ballot proposition to authorize issuance of bonds or to increase taxes, the Board must post notice of the time, date, and place of the meeting (along with the arguments for and against the proposition):
 - a. On the Statewide Electronic Voter Information Website for 30 consecutive days before the election on the proposition;
 - b. On the [District's website](#) in a prominent place for 30 consecutive days before the election on the proposition;
 - c. If the District publishes a newsletter or other periodical, in the next scheduled edition before the election on the proposition.

[Utah Code § 59-1-1604\(5\) \(2016\)](#)

[Utah Code § 59-1-1605 \(2016\)](#)

- d. The meeting must begin at or after 6:00 p.m.

[Utah Code § 59-1-1605\(3\)\(b\) \(2016\)](#)

H. Bond Issuance Hearing Notice

1. In addition to complying with the aforementioned public notice requirements, if the Board is meeting to consider authorizing issuance of bonds under the Local Government Bonding Act, it shall publish notice of the intent to issue bonds on the Utah Public Notice Website in the same manner as a meeting notice as set forth above for at least 14 days before the public hearing on the bond issuance as required by [Utah Code § 11-14-318](#). The notice shall give notice that the hearing will be held to receive input from the public respecting the issuance of the bonds and the potential economic impact that the proposed improvement, facility, or property that the bonds will fund will have on the private sector.

[Utah Code § 11-14-318 \(2023\)](#)

[Utah Code § 63G-30-102\(1\) \(2023\)](#)

I. Lease Revenue Bond Notices

1. In addition to complying with the aforementioned public notice requirements, before issuing a lease revenue bond for more than \$10,000,000, the Board shall (1) make the required meeting statement, (2) publish notice of the proposed issuance of the lease revenue bond and notice of the related public hearing, and (3) hold a public hearing on the proposed issuance. The hearing shall be conducted as provided in [Utah Code § 11-14-103\(6\) \(2024\)](#) for lease revenue bonds.
2. The required meeting statement must be made during a meeting at least 14 days before the public hearing and the Board's agenda must have a separate item for the Board statement. The statement must indicate the Board's intent to issue a lease revenue bond and the purpose and estimated amount of the bond.
3. The notice must provide the date, time, place, and purpose of the public hearing. The notice must clearly state that the Board intends to issue a lease revenue bond, explain the purpose, proposed amount, and length of term of the bond and the annual amount that will be required to be paid in principal and interest. The notice must identify the intended lessee of the facility to be constructed using the proceeds from the bond and the expected amount of lease payments that the lessee will pay. The notice must include a statement substantially as follows: "This proposed lease revenue bond commits money from future property tax and income tax revenue allocated to the school district. Additionally, a lease revenue bond generally has a higher interest cost than a voter-approved general obligation bond." The notice shall meet the format requirements set forth in [Utah Code § 11-14-103\(6\)\(e\)\(iv\)\(A\)](#). The

notice shall be published in a newspaper or newspapers of general circulation in the District once each week for the two weeks before the public hearing on the bond issuance and may not be placed in the portion of the newspaper where legal notices and classified advertisements appear. The notice shall also be published electronically on the public notice website established under [Utah Code § 45-1-101](#) for at least two weeks before the public hearing on the bond issuance. The notice shall also be published as a class A notice for at least two weeks before the public hearing on the bond issuance (posted at the Board of Education office, posted on the Utah Public Notice Website, and posted on the District's website).

[Utah Code § 11-14-103\(6\) \(2024\)](#)

[Utah Code § 45-1-101 \(2023\)](#)

[Utah Code § 63G-30-102\(1\) \(2023\)](#)

J. Budget Appropriation Increase Meeting Notice

1. In addition to complying with the aforementioned public notice requirements, if the Board is meeting to consider a request to increase a budget appropriation, it shall publish the required newspaper notice and notice under [Utah Code § 45-1-101](#) of such meeting at least one week prior to the hearing.

[Utah Code § 53G-7-305\(6\)\(b\) \(2019\)](#)

K. School Closure or Boundary Change Hearing Notice

1. In addition to complying with the aforementioned public notice requirements, if the Board meeting is either to hold a public hearing regarding closing one or more schools or changing the attendance area boundaries for one or more schools, or to take such action, the additional notice requirements set out in [Policy 1210 School Closures and Boundary Changes](#) must also be met.

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

L. Board Member Compensation Hearing Notice

1. In addition to meeting the aforementioned public notice requirements, if the Board is meeting to consider adopting a new Board member compensation schedule or schedules, or to consider amending an existing compensation schedule or schedules, the notice of the meeting with public hearing shall be given for at least seven days before the meeting

[Utah Code § 53G-4-204\(3\) \(2023\)](#)

POLICY 1100

Minutes

A. Open Meeting Recording and Minutes

1. The Business Administrator shall keep, or cause to be kept, written minutes and a recording of all open School Board meetings with the exception of site visits or traveling tours of the Board where no vote or action is taken. Only written minutes are required during site visits or travelling tours.
2. The written minutes of open meetings must include:
 - a. The date, time, and place of the meeting;
 - b. The names of all members present and absent;
 - c. The substance of all matters proposed, discussed, or decided, which may include a summary of comments by board members;
 - d. A record, by individual members, of all votes taken, with the record of each vote being set out in list format, by category for each action taken by a member (including yes votes, no votes, and absent members), and by each member's name;
 - e. The name of each person who is not a Board member who was recognized by the presiding Board member and upon recognition presented testimony or comments to the Board and a brief summary of the public testimony or comments; and
 - f. Any other information that is a record of the meeting proceedings that any member requests be entered in the minutes.
3. The requirement that the written minutes include the substance of Board discussion and of public comments may be satisfied by maintaining a publicly available online version of the minutes, which includes a link to that portion of the meeting recording, which relates to the discussion or comments.
4. The recording of the meeting must be a complete and unedited recording of all open portions of the meeting from the commencement of the meeting through the adjournment. Those in attendance may also record the meeting as long as their recording does not interfere with the meeting.

B. Approval of and Availability of Minutes and Recordings of Board Meetings

1. The written minutes and the recording of an open board meeting are public records and must be available upon request within three business days after the end of the meeting (recording) or within a reasonable time but no more than thirty days (written). Written minutes made available to the public should be marked in a way signifying that they have yet to be approved until the Board takes formal action to approve them.
2. Copies of the minutes of a meeting shall be sent to the members of the Board before the meeting at which they are to be approved. Corrections in the minutes may be made at the meeting at which they are to be approved. Permanent minutes shall be signed by the president upon approval of the Board. Approved minutes and any public materials distributed at the meeting that the minutes relate to shall be made available to the public within three business days after they are approved by the Board by
 - a. making them available at the District office,
 - b. posting them on the District's website, and
 - c. by either posting the minutes and materials on the Utah Public Notice website or posting a link on the Utah Public Notice website which can be used to access the minutes and materials on the District website or another website.

[Utah Code § 52-4-203\(g\) \(2024\)](#)

C. Closed Meeting Recording and Minutes

1. With the exception of a closed meeting to discuss the character, professional competence, or physical or mental health of an individual or to discuss the deployment of security personnel, devices, or systems, a recording must be kept of a closed meeting. Written minutes may also be kept.
2. A recording of a closed session must include:
 - a. The date, time, and place of the meeting;
 - b. The names of all Board members present and absent;
 - c. The names of all others present except where such disclosure would infringe on the confidence necessary to fulfill the original purpose of closing the meeting.

3. The recording of a closed session must be a complete and unedited recording of all portions of the closed meeting.

[Utah Code § 52-4-206 \(2023\)](#)

D. No Secret Ballot

1. No vote shall be taken by secret ballot.

E. Closed Meeting Recordings and Minutes are Protected

1. All recordings, minutes, and reports of closed meetings are hereby designated as "Protected Records" under the Government Records Access Management Act.

[Utah Code § 52-4-206 \(2023\)](#)

[Utah Code § 63G-2-103 et seq.](#)

POLICY 2030

Procurement/Purchasing

- A. All budget expenditures shall be made in accordance with state law, Utah State Procurement Rules and Regulations, and the Box Elder District Procurement Policies.

[Utah Code § 63G-6a Utah Procurement Code](#)
[Utah Admin. Rules R33](#)

- B. Board of Education Authority Regarding Procurement and Contracts

1. The Board of Education has authority to
 - a. manage and supervise any procurement to ensure, to the extent practicable, that taxpayers receive the best value;
 - b. prepare and issue standard specifications for procurement items; and
 - c. review contracts, coordinate contract compliance, conduct contract audits, and approve change orders.
2. The Board of Education may delegate its duties and authorities to an employee of the District as the Board determines is appropriate.
3. At any stage of the procurement process, upon determining that a District procurement is out of compliance with the Utah Procurement Code or governing regulations, the Board of Education or its designee may correct, amend, or cancel the procurement.
4. If at any time during the term of a contract awarded by the District, the Board of Education or its designee determines that the contract is out of compliance with the Utah Procurement Code or governing regulations, the Board of Education or its designee may correct or amend the contract to bring it into compliance or cancel the contract, after consulting with legal counsel, if the Board of Education or its designee determines that correcting, amending, or canceling the contract is in the District's best interest.

[Utah Code § 63G-6a-106\(4\)\(e\), \(g\) \(2021\)](#)

C. The District will adhere to the Utah Administrative Rule R33 in purchasing, with exceptions noted below. Bidding and procurement procedures are found in procedures 2030-100 through 2030-900.

1. Exclusions — The following items are excluded from the policy:

a. The procurement of real property

[Utah Code § 63G-6a-107.6\(2\) \(2025\)](#)
[Utah Code 63G-6a-1209\(2\) \(2020\)](#)

b. Employment contracts or collective bargaining agreements

[Utah Code § 63G-6a-103\(80\)\(c\) \(2025\)](#)

c. Grants or contracts between the District and another procurement unit (except for policies relating to improper conduct)

[Utah Code § 63G-6a-107\(1\)\(c\) \(2021\)](#)

d. “Directed procurement”

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

e. Grants, gifts, or bequests: notwithstanding procurement policies, the District may comply with otherwise legal terms or conditions of a grant, gift, or bequest.

[Utah Code § 63G-6a-107.6\(3\)\(b\) \(2025\)](#)
[Utah Code § 63G-6a-103\(36\) \(2025\)](#)

D. Local firms will be given first consideration on bids if prices and service are competitive. Further, when purchasing on non-bid items, schools and the Board of Education will attempt to purchase locally when prices and service are competitive and product or service is available.

E. Any person acting in an official capacity for Box Elder School District, or who in any official capacity participates in the procurement of any supplies, services, construction, personal or real property, or insurance, is defined as a purchaser. A vendor is defined as a person who is interested in any way in the sale of a procurement item or insurance to the District.

1. A purchaser shall not use his/her position or influence to ask and/or receive a personal benefit or gratuity (kickback) for themselves or a family member from a vendor in the procurement process.
 2. Exceptions to the above include promotional, hospitality items, including pen, pencil, stationery, toy, pin, trinket, snack, nonalcoholic beverage, or appetizer. (Hospitality gifts: This does not include money, a meal, a ticket, admittance to an event, entertainment for which a charge is normally made, travel, or lodging.)
 3. Total value of hospitality gifts cannot exceed \$10 in relation to a particular procurement or contract. The total hospitality gifts offered or received from any one person, vendor, bidder, responder or contractor in a fiscal year cannot exceed \$50.
 4. This is not intended to prohibit asking for offerings or receiving legitimate voluntary contributions to the School District or School District Foundation that are not intended to induce the purchaser to favor or reciprocate to the vendor for the contribution.
 5. All violations must be reported to the Attorney General's office and the Superintendent or Business Administrator.
- F. Employees of the School District and other persons shall not secure for their private use any supplies, equipment, services or real property through the District Purchasing procedures, facilities or warehouse.
- G. Delegation of Authority for Procurement for Box Elder School District and small purchasing policies:
1. Delegation of Authority for the Chief Procurement Officer by the Board of Education
[Utah Admin. Rules R33-103-101](#)
 - a. The Board of Education delegates the authority of Chief Procurement Officer to the Business Administrator. They also delegate to the School Lunch and Transportation Coordinators and the Maintenance Director to make any purchases within their approved budget up to \$50,000. These departments must follow all policies outlined herein as well as all district procedures. All solicitations for competition on purchases over \$50,000 must be reviewed by the Business Administrator. All solicitations for competition on purchase over \$15,000 must be reviewed by the Board of Education. The Business Administrator may delegate in writing any authority pursuant to [Utah Code § 63G-6a-304](#) as deemed appropriate to any employees. These delegations shall remain in effect unless modified or until revoked in writing.

- b. Authority to Make Small Purchases – Delegation to program directors and procedures for purchases from \$10,000 to \$50,000.

[Utah Admin. Rules R33-105-103](#)

- c. General - The Business Administrator may delegate to any program director the authority to make a budgeted purchase expected to be less than \$50,000 for supplies and services. This delegation shall be in writing and may be limited as the Business Administrator directs.
- d. Insofar as is practical for services up to \$50,000, no fewer than ~~three~~ ~~two~~ businesses shall be solicited to submit electronic, telephone or written quotations. Documentation should be attached to the requisition and maintained with the file on the project. All purchases over \$50,000 must be handled through the formal bid process ~~with the Utah Division of Purchasing and General Services including advertising~~. All sole source purchases over \$50,000 shall be posted for public comment.

[Utah Code § 63G-6a-802 \(2024\)](#)

- e. When procurement of Architect-Engineer Services is estimated to be less than \$100,000 for the Architect-Engineer's fee, the Business Administrator may select the provider directly from either the list of firms who have submitted annual statements of qualifications and performance data, or from other qualified firms if necessary.

[Utah Admin. Rules R33-105-104](#)
[Utah Code § 53E-3-703 \(2019\)](#)

- f. Small construction projects costing less than \$25,000 may be procured by direct award without seeking competitive bids. Projects between \$25,000 and \$100,000 may be procured after obtaining ~~three~~ ~~two~~ competitive bids that meet all specifications as documented.
- g. All projects estimated to be over \$100,000 using a construction manager /general contractor must follow requirements as outlined in [Utah Code § 53E-3-703](#). All construction and improvement projects must comply with [Utah Code § 63G-6a](#), *Utah Admin. Rules R33*, and Federal Title IX.
- h. Multiyear contracts shall be approved by the Business Administrator after determining they are in the best interest of the District. They must include the term and possible renewals with conditions for renewal. Consideration for

multiyear contracts should include administrative burden savings, continuity of operations, volume or term discount, or encouraging participation from more vendors. Multiyear contracts shall not exceed five (5) years except by written determination with justification as outlined in state law. [Utah Code § 63G-6a-1204\(7\) \(2021\)](#). All requirements for contracts using federal funds shall follow federal rules and guidelines.

[Utah Code § 63G-6a-1204 \(2021\)](#)

H. Public Notices

[Utah Code § 63G-6a-112 \(2021\)](#)

1. Invitation for Bids or notices of the availability of Invitation for Bids shall be furnished to a sufficient number of bidders for the purpose of securing reasonable competition. Notices of availability shall indicate where, when, and for how long Invitation for Bids may be obtained; generally describe the supply, service, or construction desired; and may contain other appropriate information. Where appropriate, the Business Administrator may require payment of a fee or a deposit for the supplying of the Invitation for Bids.
2. Every procurement in excess of \$50,000 shall be publicized in at least one of the following: (with construction projects following 1.e. above)
 - a. On the district website; or
 - b. A government Internet website or publication designed for giving public procurement notice.
3. The notice shall be published at least seven days before the day of the deadline for submitting a bid or other response, or at least seven days before the acquisition of the procurement item through a non-standard procurement process. This notice period may be reduced if the District Procurement Officer or his or her designee signs a written statement that a shorter time is needed and that it has been determined that competition from multiple sources may be obtained within that shorter time period.
4. A copy of the Invitation for Bids shall be made available for public inspection at the Business Administrator's or department director's office.

I. Small Purchases of \$10,000 or less

[Utah Admin. Rules R33-105-102](#)

[Utah Code § 63G-6a-506\(1\)\(b\) \(2021\)](#)

1. School and department budget purchases ~~under \$100~~ may be made using a District credit card and following procedures set forth by the District. For all District budget purchases from ~~\$5,000~~ up to ~~\$10,000~~ ~~2,500~~ per item ~~or over and up to \$510,000~~ per order, the school or department may select the best source from at least ~~3~~ ~~2~~ competitive quotes and submit the request on a ~~purchase order~~ requisition. For purchases over ~~\$10,000~~ ~~2,500~~ per item and up to ~~\$150,000~~ per order, schools and departments shall make a good faith effort to obtain no less than three email or telephone price quotes which shall be attached to the requisition. ~~For purchases over \$10,001 and up to \$20,000, schools and departments shall obtain no less than three email or written price quotes which shall be attached to the requisition*.~~ For purchases from school funds, the above purchasing procedures must be followed and documentation maintained with payment records. Unless previously authorized, requests for all purchases over \$10,000 (including school funds), capitalized equipment (over \$5,000) and sole source purchases exceeding ~~\$5,000~~ ~~2,500~~ shall be submitted to the Box Elder School District Purchasing Department on a requisition in advance for processing.

~~*A District credit card may be used for purchases over \$100 in certain situations with prior approval of the District business administrator.~~

2. It is unlawful to intentionally divide a procurement into one or more small purchases over time to avoid the price quote provision above or purchasing procedure limits on the District credit cards or other restrictions.

[Utah Code § 63G-6a-506\(8\), \(9\) \(2021\)](#)

3. If a total fiscal year purchase from any one vendor exceeds \$50,000, the District purchasing department will solicit competition and create an ongoing contract with the winning vendor.

[Utah Code § 63G-6a-506\(6\)\(a\) \(2021\)](#)

[Utah Admin. Rules R33-105-102](#)

Refer to [District Purchasing Procedures 2030-020 through 2030-310](#).

POLICY 2034

Procurement: Contracts and Contract Limitations

A. Definitions

1. In this policy, the following definitions apply:

- a. "Boycott action" means refusing to deal, terminating business activities, or limiting commercial relations.
- b. "Boycott of the State of Israel" means engaging in a boycott action targeting the State of Israel, companies or individuals doing business in or with the State of Israel, or companies authorized by, licensed by, or organized under the laws of the State of Israel to do business.
- c. "Boycotted company" means a company that:
 - 1) Engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
 - 2) Engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms;
 - 3) Does not meet or commit to meet environmental standards beyond applicable state and federal law requirements, including standards for eliminating, reducing, offsetting, or disclosing greenhouse-gas emissions; or
 - 4) Does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures.
- d. "Change order" means a written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of a contract, upon mutual agreement of the parties to the contract.
- e. "Construction project" means a project for the construction, renovation, alteration, improvement, or repair of a public facility on real property, including all services, labor, supplies, and materials for the project. It does not include services and supplies for the routine, day-to-day operation, repair, or maintenance of an existing public facility.

- f. “Construction manager/general contractor” means a contractor who enters into a contract for the management of a construction project that allows the contractor to subcontract for additional labor and materials that are not included in the contractor’s cost proposal submitted at the time of the procurement of the contractor’s services. It does not include a contractor whose only subcontract work not included in the contractor’s cost proposal submitted as part of the procurement of the contractor’s services is to meet subcontracted portions of change orders approved within the scope of the project.
- g. “Cost-plus-a-percentage-of-cost contract” means a contract under which the contractor is paid a percentage of the total actual expenses or costs in addition to the contractor’s actual expenses or costs.
- h. “Cost-reimbursement contract” means a contract under which a contractor is reimbursed for costs which are allowed and allocated in accordance with the contract terms and the provisions of the procurement policies and Utah Procurement Code, and a fee, if any.
- i. “Definite quantity contract” means a fixed price contract that provides for a specified amount of supplies over a specified period, with deliveries scheduled according to a specified schedule.
- j. “Design-build” means the procurement of design professional services and construction by the use of a single contract.
- k. “Design professional” means
 - 1) an individual licensed as an architect under [Utah Code Title 58, Chapter 3a, Architects Licensing Act](#);
 - 2) an individual licensed as a professional engineer or professional land surveyor under [Utah Code Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act](#);
 - 3) an individual licensed to engage in the practice of landscape architecture under [Utah Code Title 58, Chapter 53, Landscape Architects Licensing Act](#), or
 - 4) an individual certified as a commercial interior designer under [Title 58, Chapter 86, State Certification of Commercial Interior Designers Act](#).
- l. “Design professional services” means:

- 1) professional services within the scope of the practice of architecture as defined in [Utah Code § 58-3a-102](#);
 - 2) professional engineering as defined in [Utah Code § 58-22-102](#);
 - 3) master planning and programming services;
 - 4) professional services within the scope of the practice of landscape architecture, as defined in [Utah Code § 58-53-102](#), or
 - 5) services within the scope of the practice of commercial interior design, as defined in [Utah Code § 58-86-102](#).
- m. "Economic boycott" means, without an ordinary business purpose,
- 1) Engaging in a boycott action targeting a boycotted company or another company because the company does business with a boycotted company; or
 - 2) Taking an action intended to penalize, inflict economic harm to, or change or limit the activities of a boycotted company or another company because the company does business with a boycotted company.
- n. "Educational good or service" means a good or service that is required or regulated under Utah Code Titles [53E](#), [53F](#), or [53G](#) or Utah State Board of Education rule.
- o. "Established catalogue price" means the price included in a catalogue, price list, schedule, or other form that:
- 1) is regularly maintained by a manufacturer or contractor;
 - 2) is published or otherwise available for inspection by customers; and
 - 3) states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.
- p. "Fixed price contract" means a contract that provides a price, for each procurement item obtained under the contract, that is not subject to adjustment except to the extent that either
- 1) the contract provides, under circumstances specified in the contract, for an adjustment in price that is not based on cost to the contractor; or

- 2) an adjustment is required by law.
- q. “Fixed price contract with price adjustment” means a fixed price contract that provides for an upward or downward revision of price, precisely described in the contract, that:
 - 1) is based on the consumer price index or another commercially acceptable index, source, or formula; and
 - 2) is not based on a percentage of the cost to the contractor.
- r. “Indefinite quantity contract” means a fixed price contract that both
 - 1) is for an indefinite amount of procurement items to be supplied as ordered by the District; and
 - 2) either does not require a minimum purchase amount or provides a maximum purchase limit.
- s. “Labor hour contract” is a contract under which the supplies and materials are not provided by, or through, the contractor and the contractor is paid a fixed rate that includes the cost of labor, overhead, and profit for a specified number of labor hours or days.
- t. “Multiple award contract” means a procurement process resulting in the award of a contract to more than one person, which may be for an indefinite quantity of a procurement item.
- u. “Multiyear contract” means a contract that extends beyond a one-year period, including a contract that permits renewal of the contract, without competition, beyond the first year of the contract.
- v. “Ordinary business purpose” means a purpose that is related to business operations and does not include a purpose that is solely related to furthering social, political, or ideological interests
- w. “Requirements contract” means a contract:
 - 1) under which a contractor agrees to provide the District’s entire requirements for certain procurement items at prices specified in the contract during the contract period; and

- 2) that either does not require a minimum purchase amount or provides a maximum purchase limit.

[Utah Code § 63G-6a-103 \(2025\)](#)

[Utah Code § 63G-27-102 \(2023\)](#)

[Utah Admin. Rules R33-112-301\(1\) \(October 22, 2024\)](#)

[Utah Code § 53E-3-401\(1\)\(b\) \(2025\)](#)

[Utah Admin. Rules R277-115-2\(1\) \(July 9, 2024\)](#)

B. Permissible and Impermissible Types of Contracts

1. Except as otherwise provided in this policy, and subject to any rules made by the Procurement Policy Board, the District may use any type of contract that will promote its best interests. However, before the District uses any type of contract other than a firm fixed price contract, the Procurement Official must first make a written determination that:
 - a. the proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated;
 - b. the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted accounting principles; and
 - c. the use of a specified type of contract, other than a firm fixed price contract, is in the best interest of the District, taking into consideration the following criteria:
 - 1) the type and complexity of the procurement item;
 - 2) the difficulty of estimating performance costs at the time the contract is entered into, due to factors that may include:
 - a) the difficulty of determining definitive specifications;
 - b) the difficulty of determining the risks, to the contractor, that are inherent in the nature of the work to be performed; or
 - c) the difficulty to clearly determine other factors necessary to enter into an accurate firm fixed price contract;
 - 3) the administrative costs to the District and the contractor;

- 4) the degree to which the District is required to provide technical coordination during performance of the contract;
 - 5) the impact that the choice of contract type may have upon the level of competition for award of the contract;
 - 6) the stability of material prices, commodity prices, and wage rates in the applicable market;
 - 7) the impact of the contract type on the level of urgency related to obtaining the procurement item;
 - 8) the impact of any applicable governmental regulation relating to the contract; and
 - 9) other criteria that the Procurement Official determines may relate to determining the contract type that is in the best interest of the District.
2. Subject to this policy and any rules made by the Procurement Policy Board, the District may use the following types of contracts:
- a. a fixed price contract;
 - b. a fixed price contract with price adjustment;
 - c. a time and materials contract;
 - d. a labor hour contract;
 - e. a definite quantity contract;
 - f. an indefinite quantity contract;
 - g. a requirements contract;
 - h. a contract based on a rate table in accordance with industry standards; or
 - i. a contract that includes one of the following construction delivery methods:
 - 1) design-build;
 - 2) design-bid-build; or

- 3) construction manager/general contractor.
3. Except as it applies to a change order, the District may not enter into a cost-plus-percentage-of-cost contract, unless:
 - a. use of a cost-plus-percentage-of-cost contract is approved by the Procurement Official;
 - b. it is standard practice in the industry to obtain the procurement item through that type of contract; and
 - c. the percentage and the method of calculating costs in the contract are in accordance with industry standards.
4. The District may not enter into a cost-reimbursement contract, unless the Procurement Official makes a written determination that:
 - a. Either
 - 1) a cost-reimbursement contract is likely to cost less than any other type of permitted contract; or
 - 2) it is impracticable to obtain the procurement item under any other type of permitted contract; and
 - b. the proposed contractor's accounting system will both
 - 1) timely develop the cost data in the form necessary for the District to timely and accurately make payments under the contract; and
 - 2) allocate costs in accordance with generally accepted accounting principles.
5. Determining allowable Incurred costs under a cost-based contract
 - a. Except as provided below, a person who seeks to be, or is, a party in a cost-based contract with the District shall submit cost or pricing data relating to determining the cost or pricing amount and shall certify that, to the best of the contractor's knowledge and belief, the cost or pricing data submitted is accurate and complete as of the date specified by the District. The Procurement Official shall ensure that the specified date is before
 - 1) the pricing of any contract awarded by a standard procurement process or pursuant to a sole source procurement, if the total contract price is expected

to exceed an amount established by rule of the Procurement Policy Board made by the applicable rulemaking authority; or

- 2) the pricing of any change order that is expected to exceed an amount established by rule of the Procurement Policy Board.
- b. A contract or change order that requires a cost or pricing data certification shall include a provision that the price to the District, including profit or fee, shall be adjusted to exclude any significant sums by which the District finds that the price was increased because the contractor provided cost or pricing data that was inaccurate, incomplete, or not current as of the date specified by the Procurement Officer.
 - c. A cost-reimbursement contract does not have to meet the cost or pricing data requirements above if:
 - 1) the contract price is based on adequate price competition;
 - 2) the contract price is based on established catalogue prices or market prices;
 - 3) the contract price is set by law or rule; or
 - 4) the procurement states, in writing that in accordance with Procurement Policy Board rules the requirements may be waived and sets forth the reasons for that waiver.

[Utah Code § 63G-6a-1206 \(2020\)](#)

6. Price Adjustments

- a. For contracts that expressly allow price adjustments, cost or pricing data shall be required in support of a proposal leading to the adjustment of any contract pricing. Such data does not need to be provided when the terms of the contract state established market indices, catalog prices or other benchmarks are used as the basis for contract price adjustments or when prices are set by law or rule. If a contractor submits a price adjustment higher than established market indices, catalog prices or other benchmarks established in the contract, the Procurement Official may request additional cost or pricing data. The Procurement Official may waive the requirement for cost or pricing data provided a written determination is made supporting the reasons for the waiver. A copy of the determination shall be kept in the contract file.

- b. If defective cost or pricing data was used to adjust a contract price, the vendor and the District may enter into discussions to negotiate a settlement. If a settlement cannot be negotiated, either party may seek relief through the courts.

[Utah Admin. Rules R33-112-601 \(October 22, 2024\)](#)

[Utah Admin. Rules R33-112-602 \(October, 2024\)](#)

7. Installment payments and contract prepayments

- a. The District may enter into a contract which provides for installment payments, including interest charges, over a period of time, if the Procurement Official makes a written finding that:
 - 1) the use of installment payments is in District's interest;
 - 2) installment payments are not used as a method of avoiding budgetary constraints;
 - 3) the District has obtained all budgetary approvals and other approvals required for making the installment payments;
 - 4) all aspects of the installment payments required in the contract are in accordance with the requirements of law; and
 - 5) for a contract awarded through an invitation for bids or a request for proposals, the invitation for bids or request for proposals indicates that installment payments are required or permitted.
- b. The District may not pay for a procurement item before the District receives the procurement item unless the Procurement Official determines that it is necessary or beneficial for the District to pay for the procurement item before the District receives the procurement item. Such circumstances include
 - 1) when it is customary in the industry to prepay for the procurement item,
 - 2) if the District will receive an identifiable benefit by prepaying, including reduced costs, additional procurement items, early delivery, better service, or better contract terms; or
 - 3) such other circumstances as may be permitted by Procurement Policy Board rule.
- c. The determination shall be in writing except in the following circumstances:

- 1) The procurement item is:
 - a) Software subscription services;
 - b) Online information, media, or database subscription services;
 - c) Online marketplace purchases;
 - d) Trade show booth space rentals; or
 - e) Deposits for venue rental for group gathering, and
- 2) The prepayment is:
 - a) Below the individual procurement threshold (unless the Procurement Official determines a lower amount); or
 - b) For a procurement item available through an existing contract entered into in compliance with the procurement code.
- 3) Where written documentation is required, prepaid expenditure shall be supported by documentation indicating:
 - a) the amount of the prepayment;
 - b) the prepayment schedule;
 - c) the procurement items to which each prepayment relates;
 - d) the remedies for a contractor's noncompliance with requirements relating to the provision of the procurement items; and
 - e) all other terms and conditions relating to the payments and the procurement items.
- 4) The Procurement Official may require a performance bond, of up to 100% of the prepayment amount, from the person to whom the prepayments are made.

[Utah Code § 63G-6a-1208 \(2020\)](#)
[Utah Admin. Rules R33-112-401 \(October 22, 2024\)](#)

8. Leases of personal property

- a. As used in this policy, “lease” means for the District to lease or lease-purchase a procurement item from a person. (This does not apply to the lease of real property.) The District may only lease a procurement item if each of the following requirements is met:
- 1) the Procurement Official determines that it is in the best interest of the District to lease the procurement item, after investigating and considering the costs and benefits of alternative means of obtaining the procurement item;
 - 2) all conditions for renewal and costs of termination are included in the lease;
 - 3) the lease is awarded through a standard procurement process or a valid exception;
 - 4) for a standard procurement process, the invitation for bids, request for proposals, or request for quotes states that the District is seeking, or willing to consider, a lease (or a lease purchase);
 - 5) the lease is not used to avoid competition; and
 - 6) the lease complies with all other applicable provisions of law or rule.

[Utah Code § 63G-6a-1209 \(2013\)](#)

9. Multiyear contracts

- a. The District may enter into a multiyear contract if the Procurement Official determines, in his or her discretion, that doing so is in the District’s best interest and the other requirements of this section are satisfied. The Procurement Official shall consider whether the multiyear contract will:
- 1) result in significant savings to the District, including
 - a) reduction of the administrative burden in procuring, negotiating, or administering contracts,
 - b) continuity in operations of the District, or
 - c) the ability to obtain a volume or term discount;
- b. The invitation for bids or request for proposals must

- 1) state the term of the contract, including all possible renewals of the contract,
 - 2) state the conditions for renewal of the contract, and
 - 3) include the pertinent funding and renewal condition provision applicable to the contract.
- c. Except as stated below with regard to contracts with federal funding and regardless of anything in an invitation for bids, request for proposals, or a contract, no multiyear contract may continue or be renewed for any year after the first year of the multiyear contract if adequate funds are not appropriated or otherwise available to continue or renew the contract.
- d. A multiyear contract that is funded solely by federal funds may be continued or renewed for any year after the first year of the multiyear contract if:
- 1) adequate funds to continue or renew the contract have not been, but are expected to be appropriated by, and received from, the federal government;
 - 2) continuation or renewal of the contract before the money is appropriated or received is permitted by the federal government; and
 - 3) the contract states that it may be cancelled or suspended, without penalty, if the anticipated federal funds are not appropriated or received.
- e. A multiyear contract that is funded in part by federal funds may be continued or renewed for any year after the first year of the multiyear contract if:
- 1) the portion of the contract that is to be funded by District funds are appropriated;
 - 2) adequate federal funds to continue or renew the contract have not been, but are expected to be, appropriated by, and received from, the federal government;
 - 3) continuation or renewal of the contract before the federal money is appropriated or received is permitted by the federal government; and
 - 4) the contract states that it may be cancelled or suspended, without penalty, if the anticipated federal funds are not appropriated or received.

- f. The District may not continue or renew a multiyear contract after the end of the multiyear contract term or the renewal periods described in the contract, unless the District engages in a new standard procurement process or complies with a valid exception to standard procurement.
- g. A multiyear contract, including any renewal periods, may not exceed a period of five years, unless the Procurement Official makes a written determination that the longer period is necessary in order to obtain the procurement item, or that a longer period is customary for industry standards, or that a longer period is in the best interest of the District. This written determination must be included in the file relating to the procurement. However, this limitation does not apply to a contract for the design or construction of a facility, a road, or a contract for the financing of equipment.

10. Multiple award contracts

- a. The District may enter into multiple award contracts with multiple persons through a standard procurement process as provided in this section. Multiple award contracts may be in the District's best interest if award to two or more bidders or offerors for similar procurement items is needed or desired for adequate delivery, service, availability, or product compatibility.
- b. In entering into or seeking to enter into multiple award contracts, the District shall exercise care to protect and promote competition among bidders or offerors and shall name all eligible users of the multiple award contracts in the invitation for bids or request for proposals. If the District anticipates entering into multiple award contracts before issuing the invitation for bids or request for proposals, the invitation or request shall state that the District may enter into multiple award contracts at the end of the procurement process.
- c. Once the District has entered into multiple award contracts, it shall obtain under those contracts all of its normal, recurring requirements for the procurement items that are the subject of the contracts until the contracts terminate. However, the District shall in the contracts reserve the right to obtain the procurement items separately from the contracts if either
 - 1) there is a need to obtain a quantity of the procurement items that exceeds the amount specified in the contracts, or
 - 2) the Procurement Official makes a written finding that the procurement items available under the contract will not effectively or efficiently meet a nonrecurring special need of the District.

[Utah Code § 63G-6a-1204.5 \(2020\)](#)

11. Awarding multiple award contracts

- a. Multiple award contracts are appropriate when two or more bidders or offerors for similar procurement items are needed for coverage on a statewide, regional, combined statewide and regional basis, agency specific requirement, or other criteria specified in the solicitation such as
 - 1) delivery,
 - 2) service,
 - 3) product availability, or
 - 4) compatibility with existing equipment or infrastructure.
- b. In addition to the information required in an invitation for bids or request for proposals, when it is anticipated that a procurement will result in multiple contract awards, the solicitation shall include a statement that:
 - 1) Indicates that contracts may be awarded to more than one bidder or offeror;
 - 2) Specifies whether contracts will be awarded on a statewide, regional, combined statewide and regional basis, or agency specific requirement; and
 - 3) Describes specific methodology or a formula that will be used to determine the number of contract awards.
- c. Multiple award contracts in an invitation for bids shall be conducted in accordance with the requirements for a bidding procurement process and awarded to the lowest responsive and responsible bidder(s) who meet the objective criteria described in the invitation for bids. The contracts may be awarded using the following methods:
 - 1) Based on the lowest bids for procurement items solicited provided the solicitation indicates that multiple contracts will be awarded to the lowest bidders for procurement items being solicited as determined by the following methods:
 - a) bids within a specified percentage, not to exceed five percent, of the lowest responsive and responsible bid, unless otherwise approved in writing by the Procurement Official;

- b) responsive and responsible bidders will be awarded a contract, provided the contract specifically directs that orders must be placed first with low bidder unless the lowest bidder cannot provide the needed procurement item, then with the second lowest bidder unless the second lowest bidder cannot provide the needed procurement item, then with the third lowest bidder unless the third lowest bidder cannot provide the needed procurement item, and so on in order from the lowest responsive and responsible bidder to the highest responsive and responsible bidder; or
 - c) other methodology described in the solicitation to award contracts;
- 2) Based on the lowest bid by category, provided:
- a) the solicitation indicates that a contract will be awarded based on the lowest bid per category; and
 - b) only one bidder may be awarded a contract per category;
- 3) Based on the lowest bid by line item, provided:
- a) the solicitation indicates that a contract will be awarded based on the lowest bid per line item, task or service; and
 - b) only one bidder may be awarded a contract per line item, task or service;
or
- 4) Based on another specific objective methodology described in the solicitation, such as for primary and secondary contracts (as described below), approved by the Procurement Official.
- d. Multiple award contracts in a request for proposals shall be conducted and awarded in accordance with the requirements for a request for proposals procurement process and awarded in accordance with point thresholds and other methodology set forth in the request for proposals describing how multiple award contracts will be awarded with enough specificity as to avoid the appearance of any favoritism affecting the decision of whether to award a multiple contract and who should receive a multiple award contract.

[Utah Admin. Rules R33-112-301 \(October 8, 2024\)](#)

12. Primary and secondary contracts

- a. Designations of multiple award contracts as primary and secondary may be made provided a statement to that effect is contained in the solicitation documents. When the Procurement Official determines that the need for procurement items will exceed the capacity of any single primary contractor, secondary contracts may be awarded to additional contractors.
- b. Purchases under primary and secondary contracts shall be made, initially to the primary contractor offering the lowest contract price until the primary contractor's capacity has been reached or the items are not available from the primary contractor, then to secondary contractors in progressive order from lowest price or availability to the next lowest price or availability, and so on.

[Utah Admin. Rules R33-112-302 \(October 22, 2024\)](#)

C. Contract Clauses

1. Required contract clauses

- a. Contracts entered into by the District for construction of school buildings shall contain a clause addressing the rights of the parties when, after the contract is executed, site conditions are discovered that the contractor did not and could not reasonably have known existed at execution and those conditions materially impact the costs of construction.

[Utah Code § 53E-3-711 \(2018\)](#)

- b. Contracts *entered into by* the District for an educational good or service provided on behalf of the District shall require that the contractor provide, upon request of the District, information necessary to verify that the educational good or service complies with Utah Code [Title 53E](#), [Title 53F](#), and [Title 53G](#) as well as Utah State Board of Education rules.

[Utah Admin. Rules R277-115-4\(1\)\(a\) \(July 8, 2024\)](#)

- c. Each contract which is for an amount of \$100,000 or more or with a company that has at least 10 employees must include a written certification that the company is not currently engaged in a boycott of the State of Israel or an economic boycott as defined above, that the company agrees not to engage in a boycott of the State of Israel for the duration of the contract, and that the company agrees to notify the District in writing if the company begins engaging in an economic boycott as defined above. Such a contract must also provide that a notice that the company is beginning to engage in an economic boycott may be grounds for termination of the contract.

- d. However, this requirement does not prohibit the District from entering into a contract with a company that engages in an economic boycott if the company engages in the economic boycott to comply with federal law or if there is no economically practicable alternative available to the District to either acquire or dispose of the good or service that is the subject of the contract or to meet the District's legal duties to issue, incur, or manage debt obligations or to deposit, keep custody of, manage, borrow, or invest funds.

[Utah Code § 63G-27-201 \(2023\)](#)

2. Permissible clauses

- a. The District may include in any of its contracts terms that provide for
 - 1) incentives, including bonuses,
 - 2) payment of damages, including liquidated damages, and
 - 3) penalties.

[Utah Code § 63G-6a-1210 \(2013\)](#)

3. Standard terms and conditions

- a. The District may establish standard terms and conditions for contracts. Terms and conditions may be established for a category of procurement items, a specific procurement item, general use in all procurements, the special needs of the District, or the requirements of federal funding.

[Utah Admin. Rules R33-12-201 \(July 8, 2024\)](#)

4. Prohibited contract clauses for design professionals

- a. ~~The following types of clauses (including when the clause is incorporated by reference) are void and unenforceable when included in a contract entered into by the District in a procurement which becomes operative or effective on or after May 7, 2025 unless one of the specified exceptions applies: may not require that a design professional indemnify another from liability claims that arise out of the design professional's services, unless the liability claim arises from the design professional's negligent act, wrongful act, error or omission, or other liability imposed by law. This limitation may not be waived by contract. However, a~~

~~design professional may be required to indemnify a person for whom the design professional has direct or indirect control or responsibility.~~

- 1) Restricting the District's protection under the Utah Governmental Immunity Act (including an obligation to respond to or defend against any claim);
- 2) Requiring the District to indemnify, defend, or hold harmless another person;
- 3) Restricting the District's ability to seek relief in state court;
- 4) Subjects the District to binding arbitration or other form of dispute resolution outside the courts;
- 5) Disallows the District from having legal counsel and representation from:
 - a) Legal counsel that the District chooses;
 - b) The Utah Attorney General; or
 - c) Legal counsel chosen by a person that has a contractual obligation to defend, indemnify, or hold harmless the District, subject to the written consent of the District;
- 6) Subjects the contract or a party to the contract to the laws of any jurisdiction other than Utah or requires the parties to resolve a dispute in a jurisdiction or venue other than Utah.
- 7) Restricts a governmental entity from making disclosure of information as required by law or for any legitimate purpose;
- 8) Allows a vendor to unilaterally modify any part of the contract, including any provision to which the contract contemplates giving legal effect upon the vendor providing notice to the District of the modification or of the created legal effect.
- 9) Requires a governmental entity to maintain insurance coverage beyond the types and limits required by the state risk manager, or to name an additional insured under that coverage;
- 10) Allows a vendor to automatically renew the contract or that creates a contractual term in violation of the terms permitted under [Utah Code § 63G-6a-1204](#) (which relates to multiyear contracts);

- 11) Limits the liability of a vendor or any third party for bodily injury, death, or damage to tangible property caused by negligence or willful misconduct of a vendor, a third party, or the vendor or third party's employees or agents.

[Utah Code § 63G-6a-1203\(3\), \(4\) \(2025\)](#)

5. Exception Regarding Choice of Law or Venue

- a. A contract provision that makes the law of another jurisdiction applicable or provides for dispute resolution in another jurisdiction or a venue outside of Utah is permitted if counsel for the District exempts the contract from that restriction through a signed, express written authorization made prior to the formation of the contract which determines that the exemption is necessary to promote the best interests of the District due to
 - 1) The relative disproportionate bargaining positions of the contracting parties,
 - 2) Market conditions, or
 - 3) Other unique circumstances identified and described in the authorization.

[Utah Code § 63G-6a-1203\(5\) \(2025\)](#)

6. Exception Regarding Insurance, Renewal, or Limitation of Liability

- a. A contract provision that is contrary to the restrictions in paragraphs 9 through 11 above is permitted and valid if prior to the formation of the contract the District's procurement official makes a signed, written, express authorization stating the District's intent to include the provision, with explicit reference to [Utah Code § 63G-6a-1203\(6\)](#).

[Utah Code § 63G-6a-1203\(6\) \(2025\)](#)

POLICY 2039

Child Nutrition Program Procurement

A. Compliance with Federal Requirements

1. Because the District's Child Nutrition Program expends funds received from federal grants, procurement for that program must satisfy the standards in [2 CFR Part 200](#). In order to meet those standards, procurements for the District's Child Nutrition Program should follow the District's general procurement policies with the modifications and additional requirements set forth in this policy.

[Utah Admin. Rules R277-113-10\(1\)\(t\) \(July 8, 2025\)](#)

[Utah Code § 63G-6a-107.2\(2\)\(b\) \(2020\)](#)

[2 CFR § 200.317](#)

[2 CFR § 200.318\(a\)](#)

B. Efficiency

1. The District shall conduct procurements so as to avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Consideration should also be given to cooperative procurements.

[2 CFR § 200.318\(d\), \(e\)](#)

C. Permissible Methods of Procurement

1. The District may procure using sealed bids, requests for proposals, and small purchases. When procuring through sealed bids, bids must be solicited from an adequate number of qualified sources and the sources must be provided with sufficient time to respond before the opening date. The bids must be opened publicly and at the time and place specified in the solicitation. Any and all bids may be rejected if there is a sound reason for doing so which is documented. When procuring using requests for proposals, proposals must be solicited from an adequate number of qualified offerors and any response to the publicized request must be considered to the maximum extent practical.
2. If the requirements for sole source procurement or emergency procurement set out in Policy CBF are met, those non-competitive method of procurement may be used. No other non-competitive methods of procurement may be used.

[2 CFR § 200.320\(a\), \(b\)](#)

D. Bid Security

1. In conducting procurements for contracts supported by Child Nutrition Program funds, the District shall require a bid guarantee in the amount of 5% of the bid price, a performance bond for 100% of the contract price, and a payment bond for 100% of the contract price. The form and nature of the security required shall be consistent with the security requirements set out in [Policy 2030 Procurement-Purchasing](#).

[2 CFR § 200.326](#)

E. Cost Analysis

1. For any Child Nutrition Program procurement action (including contract modification) which is anticipated to exceed \$250,000, the District must provide a cost or price analysis. The specific method and degree of analysis depends on the particular circumstances, but at a minimum the District will make independent estimates regarding cost or price before receiving bids or proposals.

[2 CFR § 200.324\(a\)](#)

F. Contract Terms

1. For any procurement which is made without price competition, and for any procurement which requires a cost analysis (as provided above), the District must negotiate profit as a separate element of the price. Costs or prices based on estimated costs for contracts using Child Nutrition Program funds are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the District under [2 CFR Part 200, Subpart E](#). The District may reference its own cost principles that comply with the Federal cost principles.

[2 CFR § 200.324\(b\)](#)

2. A contract supported by Child Nutrition Program funds may not use the cost plus percentage of cost method of contracting under any circumstances.

[2 CFR § 200.324\(c\)](#)

3. Contracts supported by Child Nutrition Program funds must include the applicable contract provisions required in [Appendix II to 2 CFR Part 200](#).

G. Non-Responsible Contractors

1. As provided for under [Policy 2030](#), the District shall not enter into contracts with vendors who are determined to be not responsible. The District shall consider such

matters as contractor integrity, compliance with public policy, proper classification of employees, record of past performance, and financial and technical resources. In addition, the District must comply with the restrictions on awards to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities as provided for in [2 CFR Part 180](#).

[2 CFR § 200.318\(h\)](#)
[2 CFR § 200.214](#)

H. Prequalifying Vendors

1. Procurements may be made using the processes, but in using those processes the District must ensure that lists are current and include enough qualified sources to ensure maximum open competition. The District must also consider objective factors that evaluate price and cost to maximize competition. In addition, vendors must be permitted to qualify during the solicitation period.

[2 CFR § 200.319\(e\)](#)

I. Preferences

1. The preferences for Utah products and Utah contractors set out in [Policy 2030](#) cannot be applied to procurements using Child Nutrition Program funds. However, procurements using such funds must give preference to goods, products, or materials produced in the United States over those produced in other countries.

[2 CFR § 200.319\(c\)](#)
[2 CFR § 200.322](#)

J. Small/Minority Businesses, Women's Business Enterprises, Veteran-owned Businesses, and Labor Surplus Area Firms

1. When possible, in conducting Child Nutrition Program procurement, the District should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered. Such consideration means:
 - a. These business types are included on solicitation lists;
 - b. These business types are solicited whenever they are deemed eligible as potential sources;
 - c. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

- d. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- e. Using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring a contractor under a Federal award to apply this section to subcontracts.

[2 CFR § 200.321](#)

K. Procurement of Recovered Materials

1. Where the purchase price is greater than \$10,000 and it is consistent with maintaining a satisfactory level of competition, the District in conducting Child Nutrition Program procurements must procure only items designated in the EPA guidelines in [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable. The District should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

[2 CFR § 200.323](#)

L. Records

1. The District shall retain all books, records and other documents relative to the award of the contract for six (6) years after final payment. Specifically, the District shall maintain, at a minimum, the following documents:
 - a. The written rationale for the method of procurement;
 - b. A copy of the original solicitation;
 - c. The selection of contract type;
 - d. The bidding and negotiation history and working papers;
 - e. The basis for contractor selection;
 - f. Approval from the State agency to support a lack of competition when

- competitive bids or offers are not obtained;
- g. The basis for award cost or price;
- h. The terms and conditions of the contract;
- i. Any changes to the contract and negotiation history;
- j. Billing and payment records;
- k. A history of any contractor claims; and
- l. A history of any contractor breaches.

[2 CFR § 200.318\(i\)](#)

M. Standards of Conduct

1. In addition to the standards of conduct, the following applies to procurements supported by Child Nutrition Program funds. No employee, officer or agent of the District shall participate in the selection or in the award or administration of a contract supported by Child Nutrition Program funds if a conflict of interest, real or apparent, would be involved. Conflicts of interest exist when one of the following has a financial or other interest in the firm selected for the award:
 - a. The employee, officer, agent, or board member;
 - b. Any member of the immediate family;
 - c. Their partner;
 - d. An organization that employs or is about to employ one of the above.
2. An employees, officer, agent, or board member shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
3. Employees who violate this standard of conduct shall be reprimanded or dismissed, as determined to be appropriate, together with any other appropriate legal actions.

[2 CFR § 200.318\(c\)\(1\)](#)

POLICY 2060

Deducted Absences

- A. An employee, injured on the job, who qualifies for Workers Compensation ~~may choose one of the following options will receive:~~
- ~~1. The employee may use accumulated sick leave and receive full salary from the District. In this case, the employee shall reimburse to the District all compensation received from Workers Compensation.~~
 - ~~2. The employee may be placed on unpaid District leave and retain all compensation from Worker's Compensation for up to 60% of their wages. The employee may elect to use accumulated personal, sick or vacation leave to cover the portion of their wages not covered by Worker's Compensation.~~
- B. Jury Duty and Other Governmental Agencies
1. If an employee serves duty on any municipal, state, or federal assignment and must be absent from his/her employment with the school District, he or she may not draw his/her full school salary and also the amount compensated by the governmental agency for such service. The amount of salary received from the governmental agency will be deducted from the employee's salary, or the check received by the employee is to be endorsed and turned over to the school District. The employee may retain expense reimbursement from the governmental agency for such items as meals, lodging, and travel.
- C. Military Leave
1. Educators employed by the Board of Education who leave for service in the Armed Forces shall be granted a military leave of absence as per federal laws governing such absences. Such absences will be granted without pay.
- D. Other Governmental/Community Service
1. Employees who serve in other government capacities (such as but not limited to city council, county commission, state legislature, volunteer fire departments, or volunteer ambulance services) shall not be paid by the school District for time spent in such service. Employees eligible for personal leave or vacation time may use such leave for governmental/community service.

(Note) Additional policies on absences and leave are found in Personnel Policies: [Policy](#)

Policy 2060
Reviewed
June 11, 2025
First Reading
November 12, 2025

[3310 Administrative: Personnel Benefits, Policy 3126 Certificated: Sickness, Absences and Leaves, and Policy 3208 ESP: Fringe Benefits and Leave of Absence.](#)

POLICY 2227

Transportation: Equipment: Buses

A. Design and Construction

1. All buses that the District uses will conform to the requirements set out for new and used buses in the Standards for Utah School Buses and Operations and the National School Transportation Specifications and Procedures. Further, the District will purchase no buses which do not meet the Standards for Utah School Buses and Operations unless an exemption has been obtained from the State Board of Education.

[Standards for Utah School Buses and Operations p. 12-14, 17-18 \(2019\)](#)

B. Markings

1. Every school bus, when operated for the transportation of school children, shall bear upon the front and rear of the bus a plainly visible sign containing the words "School Bus" in letters not less than eight inches in height, which shall be removed when the vehicle is not in use for the transportation of school children.

[Utah Code § 41-6a-1302\(1\) \(2024\)](#)

2. Each school bus shall have a clearly legible sign placed on each school bus and by each entrance to the bus which warns that unauthorized entry onto a school bus is a violation of state law.

[Utah Code § 76-9-107\(5\) \(2025\)](#)

C. Lights

1. Every school bus shall, in addition to any other equipment and distinctive markings be equipped with signal lamps mounted as high and as widely spaced laterally as practicable, which shall display to the front two alternately flashing red lights located at the same level and to the rear two alternately flashing red lights located at the same level, and these lights shall be visible at 500 feet in normal sunlight.

[Utah Code § 41-6a-1301\(1\) \(2015\)](#)

2. Every school bus shall also be equipped with yellow signal lamps mounted near each of the four red lamps and at the same level but closer to the vertical centerline of the bus, which shall display two alternately flashing yellow lights to the front and

two alternately flashing yellow lights to the rear, and these lights shall be visible at 500 feet in normal sunlight.

[Utah Code § 41-6a-1301\(2\) \(2015\)](#)

D. Inspection

1. Before any new school bus shall be put into service, the District shall inspect and test the bus to verify conformance with the Standards for Utah School Buses and Operations. Tests which shall be conducted during the acceptance inspection of a school bus shall include, but not be limited to:
 - a. Inventory of required safety features.
 - b. Functions tests of all lamps and signals, emergency braking system, horn and other operating systems.
2. If further inspection is required, the District will request that Utah Department of Transportation officers provide an acceptance test.

[Standards for Utah School Buses and Operations p. 13 \(2019\)](#)

3. The District shall perform annual safety inspections on its school buses in accordance with regulations of the Utah Highway Patrol Division. The District shall remove from public highways any buses that have defects endangering the safety of passengers or other drivers until any such defects have been remedied. District buses are also subject to random inspection by the Utah Highway Patrol.

[Utah Code § 53-8-211\(2\), \(3\) \(2020\)](#)

[Standards for Utah School Buses and Operations p. 19 \(2019\)](#)

POLICY 2228

Transportation: Unauthorized Persons on Buses

A. Authorized Persons on School Buses

1. The only persons authorized to board a school bus operated by the District are students, persons employed by the District, or persons volunteering as participants in school activities. Please see [Policy 4140 School Volunteers/Resource Persons](#) for volunteer background check requirements.

[Utah Code § 76-9-107\(4\) \(2025\)](#)

B. Unauthorized Entry on School Bus

1. Unauthorized entry of a school bus occurs in any of the following circumstances:
 - a. An individual enters a school bus with the intent to commit a criminal offense.
 - b. An individual enters a school bus and disrupts or interferes with the driver.
 - c. An individual, other than
 - 1) a peace officer acting within the scope of his or her authority, or
 - 2) an authorized person (see above), enters a school bus and refuses to leave the school bus after being ordered to do so by the driver, and either
 - a) causes or attempts to cause a disruption or an annoyance to any passenger on the school bus, or
 - b) is reckless as to whether the person's presence or behavior will cause fear to a passenger on the school bus.

[Utah Code § 76-9-107\(2\) \(2025\)](#)

C. Posting of Warning

1. Each school bus shall have a clearly legible sign placed on the school bus and by each entrance to the school bus which warns that unauthorized entry of a school bus is a violation of state law.

[Utah Code § 76-9-107\(5\) \(2025\)](#)

POLICY 2241

School Nutrition Program – Charge and Delinquent Accounts

A. Purpose

1. The School Nutrition Program is financed through federal and state funds as well as that amount of money that is charged to students and adults who participate in the program. It is intended to be self-sufficient without financial support from the general fund.
2. The purpose of this policy is to explain the following:
 - a. Process for notifying parents/guardians about money that is owed for student meals.
 - b. The procedures for providing meals if students' accounts are delinquent.
 - c. The process to be used if notification of delinquent accounts is ignored.

B. Definitions

1. Charged Meal
 - a. A student is allowed to eat the same meal as other students are served when there aren't adequate funds in their account with the understanding that the parent/guardian will pay for the meals at a later time.
2. Delinquent Account
 - a. A student's lunch account that does not have adequate funds to cover the meal charges by the student or parent and there has been no agreement between the parent and school officials to resolve the issue.
3. Parent

- a. A student's parent, legal guardian, or person acting as the parent for school purposes.

4. Designated Day

- a. A day in the week that has been established by the District to notify parents that a student's account has a negative balance.

5. National School Lunch Program

- a. the same as that term is defined in [7 CFR § 210.2](#).

6. School Breakfast Program

- a. the same as that term is defined in [7 CFR § 220.2](#).

7. School Meal

- a. under this policy is food provided by the school under the National School Lunch Program or the School Breakfast Program.

[Utah Code § 53F-2-423\(1\)\(c\) \(2025\)](#)

[Utah Code § 53G-9-205.1 \(2021\)](#)

C. Parent/Student Notification at Each Individual Building Participating in the School Nutrition Program

1. The following information is to be communicated to parents at least two weeks before the beginning of a new school year:
 - a. A brief description of the school lunch program in the building.
 - b. A listing of the prices for breakfast and lunch.
 - c. Information regarding how parents may provide payment for meals.
 - d. Information regarding the process for qualifying for free or reduced meals including the process necessary to obtain an application.

- e. Information regarding the steps that will be taken if their child's account is determined to be delinquent.
 - f. Information regarding where parents can view a copy of this policy.
2. The information is to be communicated in a way that allows access to all families. If the information is posted on the school's website, directions to that website are to be sent to families through the local newspaper, e-mail, text messages, and/or automated calling machines. Hard copies must be available for those who request that means of communication.
 3. If the student's family receives benefits from the [Special Nutrition Assistance Program \(SNAP\)](#), the [Family Employment Program \(FEP\)](#), or the [Food Distribution Program on Indian Reservations \(FDPIR\)](#), they could automatically be eligible for meals at no charge and are to be notified of such as soon as the school/District receives appropriate notification.

D. Delinquent Accounts

1. The District or school will notify a parent (and student when deemed appropriate) on the day designated by the District on **a weekly basis** if a student has a negative balance in his/her account. Communication can be by any means deemed suitable by the District or school.
 - a. Notification may be by letter, phone, e-mail or text messaging. If a parent requests a specific method of communication, their request is to be honored.
 - b. A record of the contact should be maintained, including the date and the method used to make contact.
2. The District or school will notify the parent if the student's account is behind an amount equal to \$35.00 or more and thus considered delinquent. Unless payment arrangements have been made between the parent(s) and District officials, the District or school is authorized to send the account to collections following the procedures outlined in D-1 of this policy.

3. Parents are to be contacted, preferably personal contact, although other means may be used if previous methods have been exhausted and are therefore deemed appropriate by the District or school, of the intent to send the account to collections. A persistent effort to communicate with parents prior to sending the account to collections is required as noted above (D.1., D.2.).
4. After a minimum period of at least one month following parental notification by personal contact, the delinquent account may be sent to a collection agency.

E. Payments and Debt for School Meals

1. No student who is unable to pay for a school meal (or who receives a school meal at a reduced cost) shall be publicly identified or stigmatized by any District employee or volunteer.
2. No student may be required to perform chores to pay for a school meal unless such requirement applies to all students (i.e., the requirement applies whether or not any payment in money is made for the school meal).
3. Communications regarding a student's debt for school meals shall be directed only to the student's parent (and not to the student).

[Utah Code § 53F-2-423\(4\), \(5\) \(2025\)](#)

F. Community or Private Donations

1. Any and all community and private donations are to be dictated, first by the donor and second by the principal, as to how the donations will be allocated to student's delinquent lunch accounts at individual schools. There should be no expectation from parents of students to have community or private donations pay for their delinquent account or for the District to take other funds to do the same.

G. Faculty and Patrons

1. Faculty and patrons are not allowed to charge any amount.

POLICY 3085

Employee Work Information Privacy

A. Definitions

1. "Employee" means "administrative personnel" or "instructional personnel."
2. "Administrative personnel" means any District personnel who have District-wide or school-wide functions and who perform management activities, including developing broad policies for the Board of Education and executing developed policies through the direction of personnel at any level within the District. It includes the District Superintendent; assistant or deputy superintendents; principals; assistant principals; directors (including executive, network, subject area, career center, and specialty directors); cabinet members; grant coordinators; educational specialists; technology administrators and technology personnel; and others who perform management duties.
3. "Instructional personnel" means any individual who is employed by, contracts with, or is affiliated with the District or its schools.
4. "Required technology" means an application, software, or other technology for work-related duties without which an employee could not reasonably complete necessary or essential job functions or engage in emergency situations.
5. "Work-related contact information" means:
 - a. Private or work-provided phone numbers used for work purposes;
 - b. Email addresses the District provides or uses primarily for work functions;
 - c. Work mail addresses, including physical addresses, post office boxes, and other mailing details used to send or receive work-related communications or documents;
 - d. Logins, usernames, access codes, passwords, or other credentials used to access accounts, systems, documents, records, or services provided in relation to an employee's job duties; and
 - e. Messaging accounts, forum memberships, directory listings, distribution lists, committee enrollments, or group enrollments.

[Utah Code § 53G-10-207\(1\) \(2025\)](#)

B. Restrictions on Distribution of Work-Related Contact Information

1. Apart from responding to a valid GRAMA request or satisfying the requirement in [Utah Code § 53G-7-224](#) to provide work email addresses to the State Board of Education, the District may not sell or otherwise transfer the work-related contact information of an employee if the transaction is an isolated or standalone transaction. To the extent permitted by law, the District shall publicly disclose a records request for employee work-related contact information.

[Utah Code § 53G-10-207\(2\) \(2025\)](#)

C. Restrictions on Required Use of Personal Electronic Devices

1. The District may not require an employee to download, install, access, or otherwise use required technology on a personally owned electronic device if use of the required technology contains terms, conditions, or data sharing provisions that would allow access to data or information outside of the required technology.
2. If an employee reasonably finds that use of required technology contains objectionable terms and conditions, the District shall provide reasonable accommodations to the employee to avoid mandatory use on the employee's personal device, including providing the required technology:
 - a. Via a District-owned and provided electronic device such as a computer, phone, or tablet;
 - b. Through a secure virtual or remote desktop environment not requiring installation or access credentials on a personal device; or
 - c. Through similar means that do not obligate personal device use.
3. The District may not take adverse action against an employee for exercising rights under this policy.

[Utah Code § 53G-10-207\(4\) – \(7\) \(2025\)](#)

POLICY 4016

Evaluation and Selection of Instructional Material

A. Definitions

1. The following definitions apply in this policy:

- a. “Learning material” means any learning material or resource used to deliver or support a student’s learning, including textbooks, reading materials, videos, digital materials, websites, and other online applications.

[Utah Code § 53G-4-402\(27\)\(a\)\(i\) \(2025\)](#)

- b. “Instructional material” means learning material which is approved by the Board of Education for use in District schools. It does not include learning material used in a concurrent enrollment, advanced placement, or international baccalaureate program or class or another class with required instructional material that is not subject to selection by the Board of Education.

[Utah Code § 53G-4-402\(27\)\(a\)\(ii\) \(2025\)](#)

[Utah Code § 53G-10-103\(1\)\(a\) \(2025\)](#)

- c. “Supplemental material” means learning material that an educator selects for classroom use which the Board of Education has not considered and adopted, approved, or prohibited for classroom use.

[Utah Code § 53G-4-402\(27\)\(a\)\(iii\) \(2025\)](#)

- d. “School setting” means on school property (including but not limited to classrooms or a school library) or (regardless of location) an activity sponsored by the District or a school but which is conducted by an organization which is not part of the District. Such activities can include but are not limited to an assembly, a guest lecture, a live presentation, or another event.

[Utah Code § 53G-10-103\(1\)\(f\) \(2025\)](#)

- e. “Sensitive material” means instructional material that constitutes objective sensitive material or subjective sensitive material but does not include instructional material:

- 1) which is within the scope of and adopted by the Board of Education under [Policy 4088 Special Programs: Student Internships](#); or
- 2) for a concurrent enrollment course which would be objective sensitive material or subjective sensitive material but where a parent receives notice from the course provider of the material before enrollment of the parent's child and the parent gives consent by enrolling the child; or
- 3) for medical courses; or
- 4) for family and consumer science courses; or
- 5) for another course exempted by Utah State Board of Education Rule.

[Utah Code § 53G-10-103\(1\)\(h\)\(ii\) \(2025\)](#)

f. "Objective sensitive material" means instructional material which includes any description or depiction of:

- 1) Human genitals in a state of sexual stimulation or arousal; or
- 2) Acts of human masturbation, sexual intercourse, or sodomy; or
- 3) Fondling or other erotic touching of human genitals or pubic region.

[Utah Code § 53G-10-103\(1\)\(e\) \(2025\)](#)

[Utah Code § 76-5c-207\(1\)\(a\)\(i\)\(A\), \(B\), \(C\), \(5\) \(2025\)](#)

[Utah Code § 76-5c-208\(1\)\(a\)\(iii\) \(2025\)](#)

g. "Subjective sensitive material" means instructional material that meets any of the following:

- 1) Any description or representation, in whatsoever form, of nudity, sexual conduct, sexual excitement, or sadomasochistic abuse which, taken as a whole, appeals to the prurient interest in sex of minors, is patently offensive to the prevailing standards in the adult community as a whole with respect to what is suitable material for minors, and taken as a whole does not have serious value for minors (which includes only serious literary, artistic, political, or scientific value for minors);
- 2) A material or performance which the average person, applying contemporary community standards, finds that, taken as a whole, appeals to prurient interest in sex, is patently offensive in the description of nudity,

sexual conduct, sexual excitement, sadomasochistic abuse, or excretion, and does not have serious literary, artistic, political, or scientific value; or

- 3) fondling or other erotic touching of the human buttock or female breast, where the material as a whole does not have serious value for minors.

[Utah Code § 53G-10-103\(1\)\(h\)\(iii\) \(2025\)](#)

[Utah Code § 76-5c-207\(1\)\(a\) \(2025\)](#)

[Utah Code § 76-5c-208\(1\)\(a\) \(2025\)](#)

[Utah Code § 76-5c-101\(7\), \(14\) \(2025\)](#)

[Utah Code § 76-5c-207\(1\)\(a\)\(i\)\(D\) \(2025\)](#)

- h. “Nudity” means the showing of the human male or female genitals, pubic area, or buttocks, with less than an opaque covering, or the showing of the female breast with less than an opaque covering, or any portion of the female breast below the top of the areola; or the depiction of covered male genitals in a discernibly turgid state.

[Utah Code § 76-5c-101\(12\) \(2025\)](#)

- i. “Sexual conduct” means acts of masturbation, sexual intercourse, or any touching of an individual’s ~~person’s~~ clothed or unclothed genitals, pubic area, buttocks, or, if the ~~person~~ individual is a female, breast, whether alone or between members of the same or opposite sex or between humans and animals in an act of apparent or actual sexual stimulation or gratification.

[Utah Code § 76-5c-101\(17\) \(2025\)](#)

- j. “Sexual excitement” means a condition of the human male or female genitals when in a state of sexual stimulation or arousal, or the sensual experiences of humans engaging in or witnessing sexual conduct or activity.

[Utah Code § 76-5c-101\(18\) \(2025\)](#)

- k. “Sadomasochistic abuse” means flagellation or torture by or upon a person who is nude or clad in undergarments, a mask, or in a revealing or bizarre costume or the condition of being fettered, bound, or otherwise physically restrained on the part of an individual ~~person~~ clothed in this way.

[Utah Code § 76-5c-101\(6\) \(2025\)](#)

- l. “Appeals to the prurient interest” means erotic in some significant way to the average person and having the capacity to provoke sexual responses over and beyond those that would be characterized as normal.

- m. “Age appropriate” means generally suitable for students of the same age or level of social, emotional, and cognitive development when taking into consideration the ages of all minors who could be exposed to the material.
- n. “Instructional material review committee” means a committee formed at the District or school level, as determined by the Superintendent, appointed as needed and consisting of an administrator or administrators, educators, and at least two parents. An administrator member of the committee shall serve as the committee chair. Parents appointed to an instructional material review committee shall be reflective of the members of the relevant school community and shall have a student who attends a District school. The instructional material review committee may not include an individual responsible for the procurement of the material being reviewed and may not include an individual who requested the review.

[Utah Code § 53G-10-103\(4\)\(c\)\(i\) \(2025\)](#)

[Utah Admin. Rules R277-468-3\(1\), \(2\) \(November 7, 2024\)](#)

[Utah Admin. Rules R277-628-3\(1\)\(a\)\(vi\), \(c\) \(August 7, 2024\)](#)

B. Adoption of Instructional Material

1. Except for adoption of instructional material within the scope of [Policy 4105 Sex Education](#), the following process shall be followed in adopting instructional material for use in the District or a particular school in the District. The Superintendent or Superintendent’s designee shall determine what learning material to recommend to the Board of Education for approval for use, taking into consideration recommendations and requests from District and school administrators and educators and after considering input and recommendations from an instructional material review committee. Depending on where the learning material being considered will be used, the instructional material review committee may be formed for the District as a whole, or for all the schools at a particular level of instruction (elementary, middle school or junior high, or high school), or for a specific school.
2. After receiving recommendations from the Superintendent, the Board shall adopt or approve instructional material in an open and regular meeting of the Board. Before adopting or approving the material, the Board shall hold at least two public meetings on the Superintendent’s recommendations at which parents of District students and District educators have the opportunity to express views and opinions on the recommendations. Prior to these meetings, the District shall post the recommended material online to allow public review or (for copyrighted materials) shall make the recommended material available at a District location for public review.

3. Subject to the foregoing hearing process, learning material which has been designated by the State Board of Education as within any of that Board's "Recommended" categories may be approved for use in the District. Learning material which has been designated by the State Board of Education as "Reviewed, but not recommended" may not be approved for use in the District.
 - a. In determining whether to recommend learning material for adoption, the instructional material review committee and the Superintendent may consider whether the learning material:
 - b. is consistent with the Utah core requirements;
 - c. is mapped and aligned to the Utah core and state assessments (if planned for use as primary instructional materials);
 - d. is high-quality, research-based, and proven to be effective in supporting student learning;
 - e. provides an objective and balanced viewpoint on issues;
 - f. includes enrichment and extension possibilities;
 - g. is appropriate to varying levels of learning;
 - h. is accurate and factual;
 - i. is arranged chronologically or systematically, or both;
 - ~~j. meets the requirements of [Utah Code § 53E-4-204.1](#);~~
 - k. is not prohibited discriminatory practice as described in [Utah Code § 53B-1-118](#);
 - l. is consistent with the principles of individual freedom as defined in [Utah Code § 53G-10-206](#); and
 - m. is of acceptable technical quality.

[Utah Code § 53E-4-403\(4\) \(2024\)](#)
[Utah Code § 53G-4-402\(27\)\(a\), \(c\) \(2025\)](#)
[Utah Admin. Rules R277-468-3\(1\) \(November 7, 2022\)](#)
[Utah Admin. Rules R277-469-3\(2\) \(July 9, 2024\)](#)
[Utah Admin. Rules R277-469-6\(1\) \(July 9, 2024\)](#)

[Utah Admin. Rules R277-469-7\(1\) \(July 9, 2024\)](#)

- n. Learning material cannot be approved for use in the District or used in District schools if the material contains sensitive material as defined in this policy.

[Utah Code § 53G-10-103\(2\)\(a\) \(2025\)](#)

[Utah Admin. Rules R277-468-2\(1\) \(November 7, 2022\)](#)

[Utah Admin. Rules R277-469-3\(2\)\(c\) \(July 9, 2024\)](#)

[Utah Admin. Rules R277-628-3\(1\)\(a\)\(i\) \(August 7, 2024\)](#)

- o. Before purchasing learning material, the District shall require the proposed vendor to provide a detailed core curriculum alignment relating to the material. Contracts with publishers for purchase of learning material shall include National Instructional Materials Accessibility Standard contract language and shall require that the publisher provide material consistent with Utah Code and administrative rules.

[Utah Admin. Rules R277-469-3\(4\) \(July 9, 2024\)](#)

C. Contract Requirements for Online or Digital Learning Material

1. If the District contracts with another party to provide online or digital learning material, the contract shall require the provider to give notice to the District anytime the provider makes a material change to the content of the material (excluding regular informational updates on current events).

[Utah Code § 53G-4-402\(27\)\(e\) \(2025\)](#)

D. Supplemental Material

1. Supplemental material shall be selected by educators as provided by [Policy 4018 Evaluation and Selection of Supplemental Material](#).

[Utah Code § 53G-4-402\(27\)\(d\) \(2025\)](#)

E. Review of instructional material for sensitive material

1. Requests for review of instructional material for sensitive material are limited as follows:
 - a. Personal interest requirement. The following may request review of instructional material:
 - 1) A student currently enrolled in and attending a District school;

- 2) A parent or guardian of a student currently enrolled in and attending a District school;
- 3) A District employee; or
- 4) A member of the Board of Education

[Utah Code § 53G-10-103\(3\)\(a\) \(2025\)](#)

b. Limits on request after unsuccessful challenges

- 1) An “unsuccessful challenge” means that an instructional material is determined not to be sensitive material and is retained after an allegation that it contains sensitive material.
- 2) After an individual has made three unsuccessful challenges in a given school year, the individual may not request sensitive material review for the remainder of that school year.

[Utah Code § 53G-10-103\(3\)\(b\) \(2023\)](#)

2. An individual who desires review of instructional material for sensitive material must complete the Request for Review of Instructional Material form and provide it to the Superintendent or Superintendent’s designee. The Superintendent or designee shall make an initial determination whether the form has been fully completed and the person is eligible request a review. If so, the Superintendent or designee shall establish a District instructional material review committee to conduct the review.
3. Upon receipt of a request for sensitive materials review from an eligible individual, the Superintendent or designee and another District administrator who has responsibility regarding curriculum will make an initial determination as to whether the request presents a plausible claim that the instructional material constitutes sensitive material, including whether the request includes excerpts and other evidence to support the allegation. If those two individuals determine that the request presents a plausible claim that the instructional material constitutes sensitive material, the District shall proceed with review of the material and shall immediately remove the instructional material from any school setting that provides student access to the material until the review process is complete.

[Utah Code § 53G-10-103\(4\)\(a\) \(2025\)](#)

[Utah Admin. Rules R277-628-3\(1\)\(a\)\(v\), \(vi\) \(August 7, 2024\)](#)

4. The Superintendent or designee shall assign one or more administrators to evaluate the request and the challenged material and determine if the challenged material constitutes objective sensitive material. If the challenged material is determined to be objective sensitive material, then the District shall ensure that the material remains inaccessible to students in any school setting.

[Utah Code § 53G-10-103\(4\)\(b\) \(2025\)](#)

[Utah Admin. Rules R277-628-3\(1\)\(a\)\(v\), \(vi\) \(August 7, 2024\)](#)

5. If the material is determined to not be objective sensitive material, the Superintendent or designee shall establish a District instructional material review committee to review the material to determine whether it constitutes subjective sensitive material. During review by the instructional material review committee, the District shall allow access to the challenged material to any student whose parent gives consent for the student to access the challenged material.

[Utah Code § 53G-10-103\(4\)\(c\)\(i\), \(ii\) \(2025\)](#)

6. In conducting a requested review, the primary purpose of the District instructional material review committee shall be to determine whether the item constitutes subjective sensitive material and shall prioritize protecting children from the harmful effects of illicit pornography over other considerations. However, the committee may also evaluate whether the instructional material is age-appropriate and whether the prior approval of the material should be reconsidered in light of all appropriate factors. The committee's determinations shall be made by majority vote of the members of the committee. Prior to engaging in any discussions with other committee members or participating in any decision making, each committee member shall read the item in its entirety (for written items) or review the item as a whole (for non-written items).

[Utah Code § 53G-10-103\(2\)\(c\) \(2025\)](#)

[Utah Admin. Rules R277-628-3\(1\)\(a\)\(iii\) \(August 7, 2024\)](#)

7. After the chair of the District instructional material review committee has confirmed that all members of the committee have reviewed the item in question, the chair shall schedule such meetings as are necessary for the committee to discuss the item and make its determinations.
8. In determining whether the item constitutes subjective sensitive material, the committee shall determine whether the material meets any of the three tests for subjective sensitive material set out in the definition above.

9. If the committee determines that the item constitutes subjective sensitive material, then the item shall be designated as no longer approved for use in the District and removed from student access in the school setting (regardless of whether the student's parent has consented to the student having access to the material). If an item is determined to be sensitive material and removed from use, all copies of the material shall be physically removed and as applicable deleted from electronic storage. The District shall inform vendors and publishers regarding the decision. Sensitive materials removed from student access may not be sold or distributed but shall be legally disposed of.

[Utah Code § 53G-10-103\(4\)\(c\)\(iii\) \(2025\)](#)
[Utah Admin. Rules R277-628-3\(1\)\(a\)\(vii\) \(August 7, 2024\)](#)

10. If the committee determines that the item does not constitute subjective sensitive material, then the committee may, but is not required to, proceed to other considerations as set out in the following paragraphs.
11. The committee may elect to evaluate whether the item should be removed from all use or restricted in use based on considerations of age-appropriate use. In this evaluation, the committee shall use the definition of "age appropriate" set forth above in light of the prevailing standards in the adult community with regard to what is appropriate for children of that age.
12. The committee may also elect to reconsider the prior District approval of the item. In doing so, the committee shall consider the factors set forth above for initial approval of instructional material.
13. After the committee has made its determinations, it shall prepare a written report which explains its findings and the grounds for its findings. A copy of the report shall be provided to the person who requested the review.
14. After the committee issues its report, the Superintendent or designee shall report the results of the review to the Utah State Board of Education using the reporting tool provided by the State Board at [this website](#). The report shall be made within 30 days of the determination unless an appeal of the determination is in process.

[Utah Code § 53G-10-103\(4\)\(b\)\(iii\) \(2025\)](#)
[Utah Admin. Rules R277-628-4\(3\) \(August 7, 2024\)](#)

15. Any individual who is eligible to request a review for sensitive material may appeal a determination to the Board of Education. An appeal can be made regarding an objective sensitive material determination or a subjective sensitive material and can be made whether the decision was to remove or retain the material. The appeal shall be in writing, shall be submitted to the Board of

Education within 30 days of the determination, and shall explain why the individual believes the determination was incorrect. In considering the appeal, the Board of Education may make use of whatever information it finds appropriate, including the committee report. The Board of Education's decision on the appeal shall be made by vote in public meeting. In making the decision, the Board of Education shall clearly identify the rationale for its decision and the determination on each component of the standards used in deciding the appeal (including the statutory standards and any additional policy standards the Board of Education may use). The District shall report the results of the appeal to the Utah State Board of Education using the website identified above promptly following conclusion of the appeal.

[Utah Code § 53G-10-103\(5\) \(2025\)](#)
[Utah Admin. Rules R277-628-4\(3\) \(August 7, 2024\)](#)

F. Compensation for additional employee time

1. If a District employee participating in sensitive materials review is required to do so outside of contract hours, the District shall compensate the employee for the additional time spent participating in the review.

[Utah Admin. Rules R277-628-3\(1\)\(e\) \(August 7, 2024\)](#)

Request for Review of Instructional Material

1. Requester: _____ School: _____
Address: _____ City: _____ Zip: _____
Email: _____ Phone: _____

2. Brief statement explaining the request: _____

3. Type of material: Book (Print) E-Book (Digital) Audio Book Movie Magazine
 Other Audio Recording Digital Resource Game Newspaper Other

4. Title: _____

5. Author or Producer: _____

6. Sensitive material can be found at the following location or locations (page, chapter, link, timestamp, etc.) _____

7. Other reasons (age appropriateness, other) that the item should be removed from use or restricted in use:

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/country)

Printed Name _____

Signature _____

POLICY 4018

Evaluation and Selection of Supplemental Material

A. Definitions

1. In addition to the definitions in [Policy 4016 Evaluation and Selection of Instructional Material](#) the following definitions apply in this policy:
 - a. “Supplemental material review committee” means a committee formed at the school level, appointed as needed and consisting of a school administrator or administrators, two educators from the school, and at least two parents with students enrolled in and attending the school. For a committee at a middle school or junior high or high school, at least one of the educators shall be licensed in the same area as the educator teaching in the classroom in question. An administrator member of the committee shall serve as the committee chair. Parents appointed to a supplemental material review committee shall be reflective of the members of the relevant school community. The supplemental material review committee considering a particular request may not include either an individual responsible for the procurement of the material or an individual who has made the request or a family member of the individual making the request.

[Utah Code § 53G-10-103\(4\)\(c\)\(i\) \(2025\)](#)

[Utah Admin. Rules R277-628-3\(1\)\(a\)\(vi\), \(c\) \(August 7, 2024\)](#)

B. Supplemental material adoption

1. Learning material which constitutes sensitive material or which is otherwise prohibited by state law or State Board of Education rule may not be used as supplemental material. Apart from those restrictions, an educator may adopt supplemental material based on the educator’s professional judgment that the material is helpful in achieving instructional goals and is appropriate for the class where the material will be used.

[Utah Code § 53G-4-402\(27\)\(d\) \(2025\)](#)

[Utah Admin. Rules R277-628-3\(1\)\(a\)\(i\) \(August 7, 2024\)](#)

2. In adopting supplemental material, it is recommended that the educator consider whether the material:

- a. Is consistent with the Utah core requirements;
- b. Meets an appropriate instructional purpose;
- c. Is appropriate for the age, emotional development, ability level, and social development of the students being taught;
- d. Provides an objective and balanced viewpoint on issues;
- e. Is appropriate to varying levels of learning;
- f. Is accurate and factual;
- g. Is arranged chronologically or systematically, or both;
- h. ~~meets the requirements of [Utah Code § 53E-4-204.1](#);~~
- i. is not prohibited discriminatory practice as described in [Utah Code § 53B-1-118](#);
- j. consistent with the principles of individual freedom as defined in [Utah Code § 53G-10-206](#); and
- k. Is of acceptable technical quality.

[Utah Admin. Rules R277-469-6\(1\) \(July 9, 2024\)](#)

C. Parental Exemption from Objectionable Supplemental Material

1. Whether or not an item of supplemental material constitutes sensitive material, a parent or guardian from may by timely request exempt the child of the parent or guardian from a requirement to read or review an item of supplemental material if the parent or guardian finds the material objectionable. In that case, the child shall be provided with an alternate selection without penalty.

D. Review of Supplemental Material for Sensitive Material

1. Requests for review of other supplemental material for sensitive material are limited as follows:
 - a. Personal interest requirement

- 1) A student currently enrolled in and attending a District school;
- 2) A parent or guardian of a student currently enrolled in and attending a District school;
- 3) A District employee; or
- 4) A member of the Board of Education

[Utah Code § 53G-10-103\(3\)\(a\) \(2025\)](#)

b. Limits on request after unsuccessful challenges

- 1) An “unsuccessful challenge” means that an instructional material (including but not limited to supplemental material) is determined not to be sensitive material and is retained after an allegation that it contains sensitive material.
- 2) After an individual has made three unsuccessful challenges in a given schoolyear, the individual may not request sensitive material review for the remainder of that school year.

[Utah Code § 53G-10-103\(3\)\(b\) \(2025\)](#)

- c. An individual who desires review of the supplemental material for sensitive material must complete the Request for Review of Supplemental Material form and provide it to the principal of the school where the classroom with the material is located. The principal or designee shall make an initial determination whether the form has been fully completed and the person is eligible to request review.
- d. Upon receipt of a request for sensitive materials review from an eligible individual, the principal or designee and another District administrator who has responsibility regarding curriculum will make an initial determination as to whether the request presents a plausible claim that the supplemental material constitutes sensitive material, including whether the request includes excerpts and other evidence to support the allegation. If those two individuals determine that the request presents a plausible claim that the supplemental material constitutes sensitive material, the school shall proceed with review of the material and shall immediately remove the material from any school setting that provides student access to the material until the review process is complete.

[Utah Code § 53G-10-103\(4\)\(a\) \(2025\)](#)

[Utah Admin. Rules R277-628-3\(1\)\(a\)\(iv\) \(August 7, 2024\)](#)

- e. The principal or designee shall designate two District employees and one parent to evaluate the request and the challenged material and determine if the challenged material constitutes objective sensitive material. The individuals designated may not include anyone responsible for procurement of the materials or the individual who requested the review but may include the District employees who performed the initial review. If the challenged material is determined to be objective sensitive material, then the school shall ensure that the material remains inaccessible to students in any school setting.

[Utah Code § 53G-10-103\(4\)\(b\) \(2025\)](#)

[Utah Admin. Rules R277-628-3\(1\)\(a\)\(v\), \(vi\) \(August 7, 2024\)](#)

- f. If the material is determined to not be objective sensitive material, the principal or designee shall establish a supplemental material review committee to review the material to determine whether it constitutes subjective sensitive material. During review by the supplemental material review committee, the school shall allow access to the challenged material to any student whose parent gives consent for the student to access the challenged material.

[Utah Code § 53G-10-103\(4\)\(c\)\(i\), \(ii\) \(2025\)](#)

- g. In conducting a requested review, the primary purpose of the supplemental material review committee shall be to determine whether the item constitutes subjective sensitive material and shall prioritize protecting children from the harmful effects of illicit pornography over other considerations. However, the committee may also evaluate whether the material is age-appropriate and whether the use of the material should be reconsidered in light of all appropriate factors. The committee's determinations shall be made by majority vote of the members of the committee. Prior to engaging in any discussions with other committee members or participating in any decision making, each committee member shall read the item in its entirety (for written items) or review the item as a whole (for non-written items).

[Utah Code § 53G-10-103\(2\)\(c\) \(2025\)](#)

[Utah Admin. Rules R277-628-3\(1\)\(a\)\(iii\) \(August 7, 2024\)](#)

- h. After the chair of the supplemental material review committee has confirmed that all members of the committee have reviewed the item in question, the chair shall schedule such meetings as are necessary for the committee to discuss the item and make its determinations.
- i. In determining whether the item constitutes subjective sensitive material, the committee shall determine whether the material meets any of the three tests for subjective sensitive material set out in the definition in [Policy 4016](#).
- j. If the committee determines that the item constitutes subjective sensitive material, then the item shall be designated as no longer approved for use and removed from use. If an item is determined to be sensitive material and removed from use, all copies of the material shall be physically removed and as applicable deleted from electronic storage. The District shall inform vendors and publishers regarding the decision. Sensitive materials removed from student access may not be sold or distributed but shall be legally disposed of.

[Utah Code § 53G-10-103\(4\)\(c\)\(iii\) \(2025\)](#)

[Utah Admin. Rules R277-628-3\(1\)\(a\)\(vii\) \(August 7, 2024\)](#)

- k. If the committee determines that the item does not constitute subjective sensitive material, then the committee may, but is not required to, proceed to other considerations as set out in the following paragraphs.
- l. The committee may elect to evaluate whether the item should be removed from all use or restricted in use based on considerations of age-appropriate use. In this evaluation, the committee shall use the definition of “age appropriate” set forth in [Policy 4016](#) in light of the prevailing standards in the adult community with regard to what is appropriate for children of that age.
- m. The committee may also elect to consider whether the use of the materials should be discontinued in light of all appropriate factors.
- n. After the committee has made its determination, it shall prepare a written report which explains its findings and the grounds for its findings. A copy of the report shall be provided to the person who requested the review.
- o. The chair of the supplemental material review committee shall report the results of the review to the Utah State Board of Education using the reporting tool provided by the State Board at [this website](#). The report shall be made

within 30 days of the determination unless an appeal of the determination is in process.

[Utah Code § 53G-10-103\(4\)\(d\) \(2025\)](#)

[Utah Admin. Rules R277-628-4\(3\) \(August 7, 2024\)](#)

2. Any individual who is eligible to request a review for sensitive material may appeal a determination to the Board of Education. An appeal can be made regarding an objective sensitive material determination or a subjective sensitive material and can be made whether the decision was to remove or retain the material. The appeal shall be in writing, shall be submitted to the Board of Education within 30 days of the determination, and shall explain why the individual believes the determination was incorrect. In considering the appeal, the Board of Education may make use of whatever information it finds appropriate, including the committee report. The Board of Education's decision on the appeal shall be made by vote in public meeting. In making the decision, the Board of Education shall clearly identify the rationale for its decision and the determination on each component of the standards used in deciding the appeal (including the statutory standards and any additional policy standards the Board of Education may use). The District shall report the results of the appeal to the Utah State Board of Education using the website identified above promptly following the conclusion of the appeal.

[Utah Code § 53G-10-103\(5\) \(2025\)](#)

[Utah Admin. Rules R277-628-4\(3\) \(August 7, 2024\)](#)

E. Compensation for additional employee time

1. If a District employee participating in sensitive materials review is required to do so outside of contract hours, the District shall compensate the employee for the additional time spent participating in the review.

[Utah Admin. Rules R277-628-3\(1\)\(e\) \(August 7, 2024\)](#)

Request for Review of Supplemental Material

1. Requester: _____ School: _____
Address: _____ City: _____ Zip: _____
Email: _____ Phone: _____
2. Classroom using material: _____
3. Brief statement explaining the request: _____

4. Type of material: Book (Print) E-Book (Digital) Audio Book Movie Magazine
 Other Audio Recording Digital Resource Game Newspaper Other
5. Title: _____
6. Author or Producer: _____
7. Sensitive material can be found at the following location or locations (page, chapter, link, timestamp, etc.)

8. Other reasons (age appropriateness, other) that the item should be removed from use:

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/country)

Printed Name _____

Signature _____

POLICY 4020

Individual Learning Plan

- A. An individual learning plan for each student shall be cooperatively developed by the student, the student's parents, and designated school personnel. The plan shall be guided by general requirements and individual student interests and goals. At the elementary level (K-56), this planning will take place in the form of an Individual Learning Plan (ILP). At the secondary level (76-12), this planning will take place in the form of a Plan for College and Career Readiness (PCCR). This planning will include reliable, useful and timely data on student progress and goal setting which will facilitate student success.
- B. Individual Learning Plan (ILP)
1. In grades K-56, ILP conferences shall be held at least twice each year. The first conference will be held near the beginning of the year. The second conference should be held in the late winter or spring. Additional conferences, beyond the minimum, may be held as needed.
 2. Parents and students shall be invited to attend the ILP conferences at a scheduled time and place.
 3. Earnest and persistent effort should be made to insure all parents and students attend each of the ILP conferences.
 4. The Elementary ILP conferences shall include:
 - a. Identified accomplishments and strengths celebrating the student;
 - b. Relevant data about the student's progress;
 - c. Jointly (parents, teacher and student) developed education related goals and sequential steps needed to obtain the goals;
 - d. Student, parent, and educator roles and responsibilities for managing and monitoring student achievement.
- C. Plan for College and Career Readiness (PCCR)
1. The student, student's parent, and school personnel shall cooperatively develop the Plan for College and Career Readiness during the first two years in which the

student is enrolled in grades 7-12 in the LEA. The implementation for the Plan for College and Career Readiness shall include the following conferences (reference [Utah Admin. Rules R277-462-4](#)):

- a. 7th and through 8th grades: minimally one individual and one group conference during the two years;
 - b. 9th and 10th grades: minimally one individual conference and one group conference during the two years;
 - c. 11th and 12th grades: minimally one individual conference and one group conference during the two years; and
 - d. other meetings, as necessary.
2. Secondary PCCR conferences shall include:
- a. Recognition of the student's strengths and accomplishments;
 - b. Review of relevant data showing the student's educational progress;
 - c. The student's Plan for College and Career Readiness plans including job placement and attainment of approved workplace skill competencies when appropriate;
 - d. Graduation requirements and identification of post-secondary goals and approved sequence of courses;
 - e. Evidence of parent, student, and school representative involvement annually.
- D. The school principal is responsible for developing procedures to ensure that a Plan for College and Career Readiness is prepared for every student.

Policy 5278

Student Privacy and Modesty

A. Definitions

1. "Changing facility" means a room in which two or more individuals may be in a state of undress in the presence of others, including a dressing room, fitting room, locker room, changing room, or shower room.
2. "Restroom" means a room that includes one or more toilets or urinals.
3. "Single-occupant facility" means a restroom or changing facility:
 - a. With floor-to-ceiling walls;
 - b. With an entirely encased and locking door; and
 - c. That is designed for single occupancy.
4. "Full nudity" means that an individual's genitalia, female breast below the top of the areola, buttocks, anus, or pubic area is completely exposed.
5. "Partial nudity" means that an individual's pubic region or chest are less than completely covered.

[Utah Code § 53G-9-214\(1\) \(2025\)](#)

B. Student Right to Individual Privacy and Personal Modesty

1. Each student has a reasonable expectation of individual privacy and personal modesty. Therefore, students may not be required, invited, or encouraged to undress, change clothing, or otherwise be in a state of full or partial nudity in the presence of another individual, regardless of whether the student is in a restroom or changing facility or the other individual is a District employee. Compliance with this restriction may be achieved by the option of ensuring that students who choose to undress in private have available
 - a. single-occupant facilities,
 - b. floor-to-ceiling walls or doors or similar privacy protections within changing facilities, or

- c. curtains or similar privacy protections in changing facilities.

[Utah Code § 53G-9-214\(2\) – \(4\) \(2025\)](#)

POLICY 5320

Student Travel – Overnight, Over 150 Miles, Out of State

A. All Student Travel

- ~~1. Reward trips to commercial sites, recreational sites or businesses are prohibited on school days unless the trip directly relates to the current curriculum being studied by the students involved in the trip.~~
2. Out of state trips will only be approved if an appropriate alternative is not available within the State.
- ~~3. Overnight trips should be avoided.~~
4. All student travel must be approved in advance by the principal. Requests must be made using the District approved form and address each of the following:
 - a. Educational value of the trip and program - Each request for student travel must include the educational goals and objectives of the trip. Athletics teams should be competing at a higher level. (High school activities under the jurisdiction of the Utah High School Activities Association and within the permitted mileage radius or as part of the state play-offs do not require completion of this section.)
 - b. Distance – Priority will be given to shorter trips. Trips involving extensive travel should be replaced with local trips where possible.
 - c. Cost - Priority will be given to less expensive trips.
 - d. Class time missed - Priority will be given to trips that do not take students away from class time.
 - e. Quality of planning, chaperoning, etc.
 - f. Plans for make-up of class work - Make-up should be done in advance whenever possible.
5. ~~Parental permission is required for all students participating in off-campus activities.~~
 - ~~a. Parents may elect to opt their students out of off campus activities based on information provided by the teacher.~~

6. All ground transportation within the State must be in District owned buses or vehicles.
 7. Students riding in District vehicles to any activity will be required to return by the same means. Exceptions may be made where the parent requests deviation from the policy. Such requests must be in writing and presented in person prior to the departure time.
 8. Each bus must have at least one responsible adult supervisor, in addition to the bus driver, traveling on the bus at all times.
- B. Secondary Grades – 10-12 (This includes 9th graders for activities in which they are officially a part of a high school team or organization). The Board of Education, Superintendent, and/or building principal may take action to place additional restrictions on travel including, but not limited to, the number of trips that can be taken during the year, placing a moratorium on certain types of travel, and placing a limit on the amount that can be spent for a trip.
1. Travel Outside of the State of Utah (Excludes SE Idaho and Western Wyoming)
 - a. Each trip must be approved in advance by the principal and the Superintendent.
 - b. The trip may not take students away from school more than ~~2.5~~ 3 days.
 - c. Travel outside of the United States is prohibited.
 - d. Each high school is limited to a **maximum of four trips** during any given fiscal year *with the following exceptions and under the stated restrictions:*
 - 1) Waiver exceptions include: Situations where the success of a specific program exceeds the level of competition readily available within the state or the opportunity provided is highly selective and considered a very unique educational experience.
 - 2) Waiver restrictions include: An organization being granted a waiver will not be eligible for a trip outside of the State of Utah (excluding SE Idaho and Western Wyoming) for at least two years, and each high school will be limited to no more than one waiver per year.

- 3) Waivers will be issued by the administration when both the high school principal and the Superintendent are in agreement that the request meets the stated criteria.
 - 4) In exchange for a school not using their waiver in any given year, a school may apply for a thirteenth trip within the State of Utah that exceeds the 150-mile radius under the following conditions:
 - a) The opportunity is a learning experience, athletic competition, or activity that is unique to the team, program, department, and/or the school.
 - b) The team, program, activity, or department has not used a trip that exceeds the 150-mile radius within the State or one of the school's trips beyond 150 miles and outside of the State of Utah during the current or the previous school year.
 - e. Organizations are not permitted to take a trip in consecutive years.
 - f. A minimum of 80% of the parents from the organizations sponsoring the trip must agree to have their student(s) participate in the activity. The balloting process is under the jurisdiction of the building principal and must be conducted by the principal or a neutral party authorized by the principal.
 - g. Families and/or students who decide not to participate in the trip for any reason are free from discrimination including but not limited to academic grades and future participation in the organization.
 - h. All travel cost associated with the trip, both student and staff, are the responsibility of the organization and those who are participating.
 - i. Organizations making a trip outside of the State of Utah and beyond 150 miles one-way are not eligible for other trips that exceed 150 miles one-way during the same school year.
 - j. CTE trips (Career and Technical Education) are exempt from the preceding provisions of this section b, d, e, f, and i when the trips are funded by the organization itself or through the District's CTE funds.
2. Travel within the State of Utah and Beyond 150 Miles One-way

- a. Required trips associated with UHSAA regions, regional playoffs, and state tournaments are exempt from gaining administrative approval and will be supported financially by the respective high school and the district. (Including cheerleaders)
- b. All other trips must be approved in advance by the principal and the Superintendent.
- ~~c. Overnight travel should be avoided whenever possible.~~
- d. All travel will be by District owned buses and vehicles.
- e. With the exception of UHSAA activities outlined in section a, the travel cost for all trips within the State of Utah that are more than 150 miles one-way is the responsibility of the organization sponsoring the trip.
- f. With the exception of UHSAA activities outlined in section a, **each school is limited to twelve trips within the State of Utah that exceed 150 miles one-way**. Busses carrying student spectators to state playoff/tournament contests are exempt from the twelve-trip maximum.
- g. Each trip must be justified by at least one of the following criteria:
 - 1) The trip will save instructional time by avoiding multiple trips during the same school year.
 - 2) The trip will reduce the total mileage (money) required to travel during the same school year.
 - 3) The trip provides a unique learning experience that cannot be replicated in an area within a 150-mile radius of the respective schools.
 - 4) The trip provides an athletic team with a superior level of competition that can't be replicated in an area within a 150-mile radius of the respective schools.
 - 5) The trip provides an athletic team with an opportunity to extend their competitive season as a result weather conditions.

- h. **Organizations are not permitted to take more than one trip that exceeds 150 miles one-way during any given school year (inside or outside the State of Utah).** Due to the nature of the CTE program, this provision may be waived for organizations within that program with the approval of the building principal and Superintendent.
- C. ~~For all field trips within the 150-mile radius, see Policy 5321 Education Field Trips. Intermediate/Middle Grades (6-9)~~
- ~~1. All student travel must be within a 150-mile radius of the school.~~
 - ~~2. Caution should be used seeking student donations and/or limiting participation based on a student's ability to pay.~~
- D. ~~Elementary Grades (K-5)~~
- ~~1. In any school year, schools may not exceed the number of field trips equal to three (3) times the number of grade levels in the school.~~
 - ~~2. All student travel must be within a 150-mile radius of the school. (Park Valley and Grouse Creek may calculate the radius from Snowville.)~~
 - ~~3. Field trips including elementary age students may not be scheduled to leave before the first bell or return after the last bell.~~
 - ~~4. Elementary students must be accompanied on all trips by their regular classroom teacher.~~
 - ~~5. Fees may not be charged for student travel, (i.e., field trips). Organizations and individuals may donate funds for field trips.~~

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

School _____
Organization/Team/Club/Etc. _____
Purpose of Trip (Educational Value) _____

Destination _____ Miles to be traveled (one way) _____
Number of Students Traveling _____ Freshmen _____
Sophomore _____
Junior _____
Senior _____

Number of Adults (Chaperones) Traveling _____
Departure Date _____ Time _____
Return Date _____ Time _____
Means of Travel ___ Bus ___ Van ___ Other (please
list) _____

Anticipated Actual Cost of the Trip per Individual Student _____
Anticipated Direct Cost to Each Student _____

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

List all methods of transportation that will be used and when they are being used

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

How will the survey be distributed? _____
How will surveys be collected? _____
Who will tabulate survey results? _____
Does the trip involve some type of performance or competition? _____
Did the students have to qualify for this performance/competition? _____
How? _____

Signatures:
Organization/Team Leader/Coach _____ Date _____
Principal _____ Date _____
Superintendent Approval to Proceed with Parent Survey and Final Trip Plans
_____ Date _____

**Box Elder School District
Travel Request Parent Ballot**

Box Elder School Board Policy 5320 Student Travel requires that a minimum of 80% of the parents from the organizations sponsoring a trip must agree to have their student(s) participate in the activity for travel outside of the State of Utah (excludes SE Idaho and Western Wyoming).

Organization: _____
Destination: _____
Departure date: _____
Return date: _____
Class time missed: _____
Estimated cost per student: _____

- I am in favor of this trip
- I am NOT in favor of this trip

POLICY 5321

Educational Field Trips

- A. Definition: A field trip is a school-sponsored, off-campus educational activity that provides students with learning opportunities which align with the curriculum and occurs during the instructional day.
1. Reward trips to commercial sites, recreational sites or businesses are prohibited on school days unless the trip directly relates to the current curriculum being studied by the students involved in the trip or a schoolwide plan.
 2. All student travel must be approved in advance by the principal. Requests must be made using the District approved form (attached below) and address each of the following:
 - a. Educational value of the trip and program - Each request for student travel must include the educational goals and objectives of the trip.
 - b. Details of trip must include:
 - 1) Date, departure time and return time;
 - 2) Destination and mileage. Local opportunities of comparable educational value should be considered prior to trips requiring extensive travel, where possible;
 - 3) Number of students, chaperones, and requests for additional supervision;
 - 4) Type of transportation: bus, district vehicle, walking to destination;
 - 5) Cost and funding source.
 - c. For transportation needs refer to [Policy 2217-Transportation Requests for Field Trips/Activity](#) for additional requirements.
- B. Secondary Grades (6-12)
1. Parental notification is required for all students participating in off-campus activities.
 - a. Parents may elect to opt their students out of off campus activities based on information provided by the teacher.

- 1) An alternate activity may be provided.
 - b. Information shared with parents will include departure/return time, lunch considerations, cost of field trip, and potential disruption to typical end of day dismissal and transportation arrangements.
2. All field trips must take place **within a 150-mile radius** of the school. *(For Park Valley and Grouse Creek schools, this distance may be calculated from Snowville.)*
3. Refer to the [Policy 5230 Student Fees](#) and the BESD Approved School Fees document when considering a field trip fee.
4. Students will be expected to make up any classwork missed due to the field trip in all other classes.

C. Elementary Grades (K-5)

1. Parent permission is required for all students participating in off-campus activities.
 - a. Written permission through permission slips or opt in forms is preferred.
 - b. If a student does not provide a written permission, an exception can be made by two employees documenting verbal approval of a parent.
2. In any school year, schools may not exceed the number of field trips equal to three (3) times the number of grade levels in the school.
3. All student travel must be within a 150-mile radius of the school. (Park Valley and Grouse Creek may calculate the radius from Snowville.)
4. Field trips including elementary age students may not be scheduled to leave before the first bell or return after the last bell.
5. Elementary students must be accompanied on all trips by their regular classroom teacher. Exceptions can be made when an administrator attends with the substitute.
6. No fees may be charged to students for travel associated with field trips. However, organizations and individuals are welcome to donate funds to support these activities.
7. Chaperones must complete a background check in order to supervise students and ride the bus on field trips.

Box Elder School District – Field Trip Request

All field trips must be approved in advance by the school principal. For secondary overnight, over 150 miles, and out of state travel refer to [Policy 5320 Student Travel – overnight, Over 150 Miles, Out of State](#).

School Name _____

Teacher/Advisor Name _____ Email _____

Grade(s)/Group Attending _____

Educational Goals & Objectives: Explain how this trip directly supports the curriculum.

Date of Trip _____ Departure Time _____ Return Time _____

Destination _____

Approx miles round trip _____ (Not to exceed 150 miles, see Policy 5320)

of Students: _____ # of Employees: _____ # of Additional Chaperones: _____

Employees supervising: _____

Transportation: District Bus District Vehicle Walking to destination

Estimated Cost: \$ _____ Funding Source: _____

Parent Permission: Date Sent: _____ Alternate Plan for Learning: _____

Principal Approval

Approved Denied Justification _____

Principal Name: _____ Signature: _____ Date: _____

POLICY 6002

Government Data Privacy

A. Policy Application

1. This policy does not apply to student data, which is governed by [Policy 4175 Student Data Protection](#), [Policy 5100 Student Records](#), and the Family Educational Rights and Privacy Act (“FERPA”) and related provisions under [20 U.S.C. §§ 1232g](#) and [1232\(h\)](#). This policy implements the Government Data Privacy Act ([Utah Code Title 63A, Chapter 19](#)) and applies to personal data of individuals other than students which is collected and held by the District. This policy applies to all **new** processing **activity** (as defined below) implemented by the District ~~after May 1, 2024~~. For any processing implemented by the District before ~~that date~~ **May 7, 2025**, the District shall, as soon as reasonably practicable but no later than ~~January~~ **July 1, 2027**, identify and document any non-compliant processing activity, **and** prepare a strategy for bringing it into compliance with the Governmental Data Privacy Act, **and include that information in the annual privacy program report**.

[Utah Code § 63A-19-401\(1\)\(b\), \(2\)\(a\)\(iii\), \(iv\) \(2025\)](#)

B. Definitions

1. As used in this policy:
 - a. “Personal data” means information that is linked or can be reasonably linked to an identified individual or an identifiable individual.
 - b. “Process,” ~~or~~ “processing,” or “**processing activity**” means any operation or set of operations performed on personal data, including collection, recording, organization, structuring, storage, adaptation, alteration, access, retrieval, consultation, use, disclosure by transmission, transfer, dissemination, alignment, combination, restriction, erasure, or destruction.
 - c. “High-risk processing activities” means processing of personal data by the District that may ~~result in a significant compromise to~~ **have a significant impact on** an individual’s privacy interests, based on factors that include:
 - 1) the sensitivity of the personal data processed;
 - 2) the amount of personal data being processed;

- 3) the individual's ability to consent to the processing of personal data; and
 - 4) risks of unauthorized access or use.
 - 5) Such activities may include use of facial recognition technology, automated decision making, profiling, genetic data, biometric data, or geolocation data as those terms are defined in [Utah Code § 63A-19-101](#).
- d. "Sell" means an exchange of personal data for monetary consideration by the District to a third party. It does not include a fee charged by the District for access to a record **under GRAMA** or assessed in accordance with an approved fee schedule.
- e. "Data breach" means the unauthorized access, acquisition, disclosure, loss of access, or destruction of personal data held by the District, unless the District concludes, according to standards established by the Utah Cyber Center, that there is a low probability that personal data has been compromised.

[Utah Code § 63A-19-101\(11\), \(17\), \(24\), \(27\), \(33\) \(2025\)](#)

C. Privacy Program

1. The District shall initiate a privacy program before December 31, 2025. The District may meet this requirement by completing the reporting requirement described below in "Annual Report."

[Utah Code § 63A-19-401\(2\)\(a\)\(i\), \(b\) \(2025\)](#)

[Utah Code § 63A-19-401.3 \(2025\)](#)

D. Restrictions on Collection and Dissemination of Personal Data

1. The District shall obtain and process only the minimum amount of personal data reasonably necessary to efficiently achieve a specified purpose. The District may only use personal data furnished by an individual for the purposes identified in the **personal data request privacy** notice provided to the individual. The District shall not establish, maintain, or use covert surveillance of individuals unless permitted by law. The District may not sell personal data unless expressly required by law. The District may not share personal data unless expressly permitted by GRAMA or other governing law.

[Utah Code § 63A-19-401\(1\)\(a\)\(ii\), \(3\) \(2025\)](#)

[Utah Code § 63A-19-402\(7\) \(2025\)](#)

E. Annual Report ~~to State Privacy Officer~~

1. The ~~District Superintendent or designee~~ shall annually, before December 31, prepare a report ~~to the State Privacy Officer~~ that includes:
 - a. Whether the District has initiated a privacy program;
 - b. A description of:
 - 1) Any privacy practices implemented by the District;
 - 2) Strategies for improving the District's privacy program and practices; and
 - 3) The District's high-risk processing activities.
 - c. ~~A list of t~~The types of personal data that the District currently shares, ~~or sells, or purchases~~;
 - d. The legal basis for sharing, ~~or selling, or purchasing the~~ personal data; and
 - e. The ~~classes~~ category of ~~persons~~ individuals or ~~and the governmental~~ entities:
 - 1) With whom the District shares personal data;
 - 2) To whom the District sells personal data; or
 - 3) From whom the District purchases ~~that receive the personal data from the District~~
 - f. The percentage of District's employees that have fulfilled the privacy training requirements; and
 - g. A description of any non-compliant processing activities identified and the District's strategies for bringing those activities into compliance.

[Utah Code § 63A-19-401.3 \(2025\)](#)

F. ~~Personal Data Request Privacy~~ Notice

1. The District shall provide a ~~personal data request privacy~~ notice to any individual (or for a minor who is not a student, the individual's legal guardian) from whom the District requests or collects personal data. ~~If the personal data collected by the~~

District would be classified as a public record under [Utah Code § 63G-2-301](#), the privacy notice shall consist of a statement that the individual's personal data may be available to the public as provided by [Utah Code § 63G-2-201](#). Otherwise, the notice shall include describe:

- ~~a. The reasons the individual is asked to provide the personal data;~~
 - b. The intended purposes and uses of the personal data;
 - c. The consequences for refusing to provide the personal data;
 - d. The classes of persons and entities that:
 - 1) ~~With whom the District Sshares the personal data with the District~~ or
 - 2) ~~To whom Receive the personal data from the District sells personal data on a regular or contractual basis;~~ and
 - e. The record series in which the personal data is or will be included, ~~if applicable.~~
2. The District shall provide the ~~personal data request privacy~~ notice by one of the following means:
- a. Posting the notice in a prominent place where the District collects the data;
 - b. Including the notice as part of a document or form used by the District to collect the data; or
 - c. ~~Including as part of any document or form used by the District to collect personal data, a G~~conspicuously linking to or displaying a QR code that linked to an electronic version of the notice ~~as part of a document or form used by the District to collect the data.~~
3. Upon request, the District shall provide a ~~personal data request privacy~~ notice regarding personal data previously furnished by the individual to an individual (or the individual's legal guardian if the individual is a non-student minor).

[Utah Code § 63A-19-402 \(2025\)](#)

G. Amendment or Correction of Personal Data

1. An individual or legal guardian of an individual may request that the District amend or correct personal data about the individual that has been provided to the District.

The request shall be in writing and shall specify how the personal data is inaccurate, misleading, or should otherwise be changed. In evaluating the request, the District may ask for further information from the individual requesting the change. The District shall evaluate the request and determine whether the personal data should be amended or corrected and shall inform the requester in writing of the District's determination. A request does not obligate the District to make the amendment or correction sought.

[Utah Code § 63A-19-403 \(2024\)](#)

H. Website Domain Requirement

1. An "authorized top-level domain" means one of the following suffixes that follow the domain name in a website address: "gov", "edu", and "mil".
2. Beginning July 1, 2025, the District shall use an authorized top-level domain for the District website and for District email addresses. If the use of an authorized top-level domain by the District is otherwise prohibited, the District shall transition to an authorized top-level domain within 15 months.

[Utah Code § 63A-16-110 \(2025\)](#)

I. Website Notice Requirement

1. A "user" is an individual who accesses a District website.
2. "User data" means any information about a user that is automatically collected by a District website when a user accesses the website. It includes information that identifies:
 - a. A user as having requested or obtained specific materials or services from a District website;
 - b. Internet sites visited by a user;
 - c. The contents of a user's data-storage device;
 - d. Any identifying code limited to a user of a District website; and
 - e. A user's IP or Mac address or session ID.
3. "Website tracking technology" means any tool used by a District website to monitor a user's behavior or collect user data.

Utah Code § 63A-19-101(37), (38), (39) (2025)

4. Each District website shall include notice to users of:
 - a. The District as the entity responsible for the website;
 - b. How to contact the District
 - c. The method by which a user may:
 - 1) Seek access to the user's personal data or user data;
 - 2) Request to correct or amend the user's personal data or user data;
 - 3) File a complaint with the state Data Privacy Ombudsperson; and
 - 4) How an at-risk government employee may request that the employee's personal information be classified as private under Utah Code § 63G-2-302.
5. Each District website shall also provide notice of:
 - a. Any website tracking technology that is used to collect user data on the website;
 - b. What user data is collected by the website;
 - c. All intended purposes and uses of the user data;
 - d. The classes of persons and governmental entities with whom the District shares user data or to whom the District sells user data; and
 - e. The record series in which the user data is included.
6. These notices shall be provided by prominently posting the notice on the homepage of the website or by prominently posting a link to a separate webpage containing the notices.

Utah Code § 63A-19-402.5 (2025)

J. Data Breach Notification to Individuals

1. The District shall give notice to an individual affected by a data breach after the District determines the scope of the breach and after restoring the reasonable

integrity of the affected system, if necessary. (This notice is not required to be given if the personal data involved in the data breach would be classified as a public record under [Utah Code § 63G-2-301](#) and the District prominently posts notice of the data breach on the homepage of its website.) The notice shall be given without unreasonable delay, except that the District shall delay giving notice at the request of a law enforcement agency that determines that notice may impede a criminal investigation. In that case, the notice shall be given when the law enforcement agency informs the District that notice will no longer impede the criminal investigation.

2. The notice shall include:
 - a. A description of the data breach;
 - b. The individual's personal data that was or may have been accessed;
 - c. Steps the District is taking or has taken to mitigate the impact of the data breach;
 - d. Recommendations to the individual on how to protect themselves from identity theft and other financial losses; and
 - e. Any other language required by the Utah Cyber Center.
3. Unless the District reasonably believes that giving notice would pose a threat to the safety of an individual or unless the individual has designated a preferred method of communication from the District, the District shall provide notice by:
4. Mail or (if reasonably available and allowed by law), email; and
5. One of the following (if the individual's contact information is reasonably available and the method is allowed by law):
 - a. Text message, with a summary of the data breach notice and instructions for accessing the full notice; or
 - b. Telephone message, with a summary of the data breach notice and instructions for accessing the full notice.
6. If the data breach affects more than 500 individuals and the District is unable to obtain an individual's contact information to provide notice by one of these methods, the District shall also provide notice of the data breach in a manner that is reasonably calculated to have the best chance of being received by the affected individual or the legal guardian of the individual, such as through a press release,

posting on appropriate social media accounts, or publishing notice in a newspaper of general circulation.

[Utah Code § 63A-19-406 \(2025\)](#)

K. Data Breach Notification to Utah Cyber Center and Attorney General

1. The District shall give notice to the Utah Cyber Center and the Utah Attorney General of a data breach that affects 500 or more individuals. The District shall inform the Utah Cyber Center of a data breach that affects fewer than 500 individuals but compromises the security, confidentiality, availability, or integrity of the computer systems used or information maintained by the District. The notice shall be given without unreasonable delay but in any event no later than five days after discovery of the breach.
2. The notice shall include:
 - a. The date and time the data breach occurred;
 - b. The date the data breach was discovered;
 - c. A short description of the data breach that occurred;
 - d. The means by which access was gained to the system, computer, or network;
 - e. The ~~individual or entity~~ person who perpetrated the data breach;
 - f. Steps the District is taking or has taken to mitigate the impact of the data breach; and
 - g. Any other details requested by the Utah Cyber Center.
3. If this information is not available within five days of discovering the breach, the District shall provide as much of the information as is available and supplement with additional information as soon as it becomes available.
4. If the data breach affects 500 or more individuals, the District shall also inform the Utah Cyber Center and the Utah Attorney General of the type of personal data involved in the breach and the total number of ~~people~~ individuals affected by the breach, including the total number of Utah residents affected.
5. For any data breach that affects fewer than 500 individuals, the District shall as soon as practicable create an internal incident report containing the information required

for a notice to the Utah Cyber Center and shall include additional information in this report as it becomes available. These internal incident reports shall be maintained and provided upon request to the Utah Cyber Center. The District shall also provide an annual report to the Utah Cyber Center which logs all the District data breach incidents affecting fewer than 500 individuals.

[Utah Code § 63A-19-405 \(2025\)](#)

L. Contractor Obligations

1. Any contractor that enters into or renews a contract with the District and whose duties under the contract include processing personal data shall comply with this policy, ~~except such contractors are not subject to the data privacy training requirements.~~ The District's contract with such a contractor shall include this requirement.

[Utah Code § 63A-19-401.4 \(2025\)](#)

M. Staff Training

1. Each employee of the District ~~whose work duties include access to personal data of individuals~~ shall complete a data privacy training program ~~created by the Utah Office of Data Privacy~~ within 30 days after beginning employment and at least once in each calendar year. The District shall ~~monitor ensure that each employee completes completion of~~ this required training.

[Utah Code § 63A-19-401.2 \(2025\)](#)

Policy 6065

Flags on School Property

A. Definitions

1. A “flag” is a usually rectangular piece of fabric with a specific design that symbolizes a location, government entity, or cause.
2. For a flag, “display” means to place it in a prominent location on District property where it is easily visible.

[Utah Code § 63G-1-704\(1\) \(2025\)](#)

B. Only Official Flags Permitted on School Property

1. The only flags which may be displayed on school property are the flag of the United States of America (current or a historic version); the official Utah state flag (current or a historical version); the current official flag of another country or another state or of a political subdivision of another country or state; a flag that represents a Utah city, municipality, county, or political subdivision; a flag that represents a branch, unit, or division of the United States military; the National League of Families POW/MIA flag; a flag that represents an Indian tribe as defined in federal law; an officially licensed flag of a college or university depicting only the colors, logos, and marks consistent with official college or university branding; an official public school flag; an official flag of the United States Olympic Committee, United States Paralympic Committee, International Olympic Committee, or International Paralympic Committee; an official flag of an Olympiad or Paralympiad that occurred or will occur within the state; or a flag of an organization authorized to use a District school facility (but only at the location and during the time that the organization is authorized to use the facility).
2. The above-listed permitted flags may only be displayed without alterations in colors, symbols, or appearance.
3. This prohibition applies to flags as such and does not extend to images of flags which may be contained in books or other printed materials or images of flags which may be depicted on items of personal apparel or personal property.

[Utah Code § 63G-1-704\(2\), \(3\) \(2025\)](#)

POLICY 1015

Fiscal Responsibilities

A. Approval of Fiscal Policies and Procedures

1. The Board shall approve written fiscal policies and procedures as required by State Board of Education rule.

[Utah Admin. Rules R277-113-6\(1\) \(July 8, 2025\)](#)

B. Oversight of District Internal Control System

1. The Board shall ensure, considering guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission, that District administration establishes, documents, and maintains an effective internal control system for the District.

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

C. Review of Financial Matters

1. The Board shall develop a process to regularly discuss and review District
 - a. budget and financial reporting practices,
 - b. financial statements and annual financial and program reports,
 - c. financial position,
 - d. expenditure of restricted funds to ensure District administration is complying with applicable laws, regulations and award terms and conditions, and
 - e. systems and software applications for compliance with financial and student privacy laws.

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

D. Audit Review

1. The Board shall receive the results of required annual audits from the external auditor as required by [Utah Admin. Rules R123-5-5](#).

[Utah Admin. Rules R123-5-5 \(November 1, 2017\)](#)

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

E. Procurement and Contract Oversight

1. The Board shall oversee procurement processes, including reviewing the scope and objectives of District contracts or subawards with entities that provide business or educational services to the District and receiving reports regarding the compliance and performance of entities with contracts or subawards with the District. The Board shall also ensure that the procurement process for the District's external auditor complies with Utah Admin. Rules R123-5-4. The Board shall also ensure that District administration implements sufficient internal controls over the functions of entities with contracts or subawards to perform services on behalf of the District.

[Utah Admin. Rules R277-113-6\(5\), \(6\), \(7\) \(July 8, 2025\)](#)

~~F. Board Hotline~~

- ~~1. The Board shall establish and maintain a hotline that stakeholders can use to report concerns of fraud, waste, abuse, or non-compliance. See [Policy 6045 Board of Education Hotline](#). This hotline shall be independent from District administration. The District website and each school's website shall have posted, in a readily accessible location, a hotline phone number, a hotline email, or an online complaint form. (The District website and each school's website may also post, in a readily accessible location, a link to contact information for the Board's hotline.)~~

~~[Utah Admin. Rules R277-113-6\(2\) \(August 7, 2024\)](#)~~

POLICY 1030

Qualifications for Board Members

A. General Qualifications

1. Every Member of a Board of Education must be and remain a resident and a registered voter in the local school board district from which he/she is elected or appointed.
2. Maintain his or her primary residence within the local school board district from which the member is elected or appointed; and
3. Take and sign the constitutional oath of office:
 - a. "I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United State and the Constitution of Utah, and that I will discharge the duties of my office with fidelity."

[Utah Constitution Art. IV, Sec. X](#)
[Utah Code § 53G-4-201 \(2019\)](#)
[Utah Code § 20A-14-202\(3\) \(2022\)](#)

4. After the board member has taken and signed the oath of office, the oath shall be filed with the business administrator of the District.

[Utah Code § 52-1-6 \(2025\)](#)

~~B. The term of office for an elected member shall be four years, except as required because of reapportionment as set forth below, and begins on the first Monday in January following the election.~~

~~[Utah Code § 20A-14-203\(2\) \(2022\)](#)~~

~~C. An individual may become a candidate for a local school board by filing a declaration of candidacy with the county clerk and paying the fee as required by [Utah Code § 20A-9-202](#). The declaration of candidacy must be filed in person in accordance with [Utah State Election Code 20A](#).~~

~~[Utah Code § 20A-14-203\(1\) \(2022\)](#)~~

~~Utah Code § 20A-9-201.5 (2025)~~

- ~~D. The School Board shall fill vacancies on the Board by appointment as outlined in Utah Code § 20A-1-511.~~
- ~~E. Redistricting does not affect the right of any school board member to complete the term for which the member was elected.~~
- ~~F. If after redistricting only one board member whose term extends beyond reapportionment lives within a reapportioned school board district, that board member shall represent that school board district.~~
- ~~G. If after redistricting two or more members whose terms extend beyond reapportionment live within a reapportioned school board district, the members involved shall select one member by lot to represent that school board district.~~
- ~~1. The other members shall serve at-large for the remainder of their terms.~~
 - ~~2. Notwithstanding the number of board members otherwise established by law, the at-large board members shall serve in addition to the designated number of board members for the board in question for the remainder of their terms.~~
- ~~H. If after redistricting there is no board member living within a school board district whose term extends beyond reapportionment, the seat for that school board district shall be treated as vacant and filled as provided in paragraph D above.~~

~~Utah Code § 20A-14-201(6) (2025)~~

- ~~I. If, before an election affected by redistricting, the county or municipal legislative body that conducted the reapportionment determines that one or more members must be elected to terms of two years to meet this part's requirements for staggered terms, the legislative body shall determine by lot which of the local school board districts will elect members to two-year terms and which will elect members to four-year terms. All subsequent elections are for four-year terms.~~

~~Utah Code § 20A-14-201(7) (2025)~~

POLICY 1032

Vacancies on the Board

A. Appointment

1. A local school board shall fill vacancies on the Board by appointment, except where an election to a two-year term is required as set forth below. Unless the vacancy occurs because of the death of a board member, the Board must fill the vacancy within 30 **calendar** days after it occurs, or the county legislative body or municipal legislative body shall fill the vacancy by appointment. When the vacancy occurs due to the death of a board member, the Board must fill the vacancy within 45 **calendar** days after it occurs, or the county legislative body or municipal legislative body shall fill the vacancy by appointment.

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

B. Interim appointment followed by election for two-year term

1. In the event a vacancy on the Board occurs, or a letter of resignation is received by the Board, at least 14 **calendar** days before the deadline for filing a declaration of candidacy for the Board, and at least two years of the vacated term will remain after the first Monday of January following the next school board election, then the vacancy on the Board shall be filled by an interim appointment for the remaining unexpired term, which term shall be followed by an election to fill a new two-year term for that Board position.

[Utah Code § 20A-1-511\(2\) \(2025\)](#)

C. School board to provide notice of ending appointment and interview candidates

1. **When the Board becomes aware of a vacancy on the Board or that vacancy will occur, the Board shall immediately notify the county clerk of the vacancy or anticipated vacancy.**

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

2. Before appointing an individual to fill a vacancy, the Board shall give public notice of the vacancy and the pending appointment. This public notice shall:

- a. Be given at least two weeks before the Board meeting where the vacancy will be filled;
- b. Inform the public of:
 - 1) The date, time, and place of the Board meeting at which the vacancy will be filled; and
 - 2) The person to whom and date and time before which an interested individual may submit his or her name for consideration for appointment to fill the vacancy.
3. In an open meeting, the Board shall interview each individual whose name is submitted for consideration and who meets the qualifications for office, regarding the person's qualifications.

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

D. Required Financial Disclosure of Applicants for Appointment

1. An individual seeking appointment to fill a vacancy on the Board is required to complete a conflict of interest disclosure statement in accordance with [Utah Code § 17-16-1.5](#) and to submit that statement to the county legislative body and county clerk no later than three business days before the day on which the Board meets to interview applicants to fill the vacancy.

[Utah Code § 20A-1-511\(5\) \(2025\)](#)

[Utah Code § 17-16-1.5 \(2025\)](#)

[Utah Code § 17-16-6.5\(2\)\(g\)\(iv\) \(2025\)](#)

E. Appointment pending effective resignation of Board member

1. Where a Board vacancy will occur because a member has submitted a letter of resignation to the Board, the Board may make an appointment to fill that vacancy before the vacancy occurs (before the effective date of the resignation). However, the individual so appointed may not take office until on or after the day on which the vacancy occurs. After the Board has made the appointment to fill the pending vacancy, the member may not rescind the letter of resignation which led to the appointment.

Policy 1032
Amended
October 12, 2021
First Reading
October 8, 2025
Second Reading
November 12, 2025

[Utah Code § 20A-1-511\(4\) \(2025\)](#)

POLICY 1040

Board Member Elections and Redistricting

A. Term

1. The term of office for an elected member is four years, ~~except as required because of reapportionment as set forth below, and beginning on the first Monday in January following the election, except as provided in Utah Code § 20A-14-203(2) (2022). A member shall serve until a successor is elected or appointed and qualified.~~

[Utah Code § 20A-14-203\(2\) \(2022\)](#)

B. Candidacy

1. An individual may become a candidate for ~~election to the a local school Board~~ by filing a declaration of candidacy with the county clerk during the period beginning at 8 a.m. on January 2 of the year in which the next regular general election is held (or if January 2 is not a business day, the first business day after January 2) and ending at 5 p.m. on the fourth business day after the day on which the period begins and paying the fee described in ~~Election of a local school board member shall be in accordance with Utah Code § 20A-14~~. Filings required by Utah Code § 20A-9-202 shall be made in the county clerk's office.

[Utah Code § 20A-14-203\(1\) \(2022\)](#)

[Utah Code § 20A-9-201.5 \(2025\)](#)

~~C. A member shall qualify to serve upon taking and signing the constitutional oath of office:~~

- ~~1. "I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States and the Constitution of Utah, and that I will discharge the duties of my office with fidelity."~~

~~[Utah Constitution Art. IV, Sec. X](#)~~

~~[Utah Code § 53G-4-201 \(2019\)](#)~~

~~[Utah Code § 20A-14-202\(3\) \(2022\)](#)~~

~~D. After the board member has taken and signed the oath of office, the oath shall be filed with the business administrator of the District.~~

~~Utah Code § 20A-14-202(4) (2022)~~

E. Elections

1. No more than four (4) members may be elected to the Board in any election year, unless otherwise required as a consequence of redistricting ~~or appointment as set forth below, or to fill a vacancy by election~~ under [Policy 1032 Vacancies on the Board](#) ~~Utah Code § 20A-14-202(1)(h) (2022)~~.

F. Redistricting does not cut short board member terms

1. Redistricting does not affect the right of any school board member to complete the term for which the member was elected, except as may be required for redistricting following creation of a new school district.

Utah Code § 20A-14-201(5) (2025)

G. Representation of school board districts after redistricting

1. If after redistricting only one board member whose term extends beyond redistricting lives within a local school board district, that board member shall represent that school board district.
2. If after redistricting two or more members whose terms extend beyond redistricting live within a local school board district, the members involved shall select one member by lot to represent that school board district.
 - a. The other members shall serve at-large for the remainder of their terms.
 - b. Notwithstanding the number of board members otherwise established by law, the at-large board members shall serve in addition to the designated number of board members for the board in question for the remainder of their terms.
3. If after redistricting there is no board member living within a local school board district whose term extends beyond redistricting, the seat for that school board district shall be treated as vacant and filled as provided in [Policy 1032](#).

Utah Code § 20A-14-201(6) (2025)

H. Adjustment of term lengths because of redistricting

1. If, before an election affected by redistricting, the county or municipal legislative

Policy 1040
Amended
October 9, 2024
First Reading
October 8, 2025
Second Reading
November 12, 2025

body that conducted the redistricting determines that one or more members must be elected to terms of two years to meet this part's requirements for staggered terms, the legislative body shall determine by lot which of the local school board districts will elect members to two-year terms and which will elect members to four-year terms. All subsequent elections are for four-year terms.

[Utah Code § 20A-14-201\(7\) \(2025\)](#)

POLICY 2182

School Safety

A. Safety Needs Assessment

1. Unless an exception or modification is granted by the state security chief, the District shall ensure that a school safety needs assessment is conducted ~~at least once every three years~~ by October 15th ~~of an applicable year~~, for each school ~~or K-12 campus~~ in the District. ~~The assessment must be conducted at least once every three years for each school or K-12 campus. The District shall update the assessment schedule as necessary to ensure compliance with the three-year assessment requirement. The District may implement a rotating or staggered schedule for the assessments provided that each school within a K-12 campus is assessed at least once every three years and the District documents the schedule and shares it with the state security chief, the School Safety Center, the county security chief, and the law enforcement agency with primary jurisdiction over the school's physical location (referred to in this policy as the "local law enforcement agency").~~
2. A school's assessment is conducted by the school safety specialist in collaboration with the county security chief ~~or designee~~ ~~and with the local law enforcement agency~~.
3. The assessment will ~~be that selected follow the form or process created~~ by the state security chief ~~in collaboration with the School Safety Center~~ and will determine needs and deficiencies regarding
 - a. appropriate school safety personnel (including necessary supports, training, and policy creation for personnel),
 - b. physical building security and safety (including required upgrades to facilities and safety technology), ~~and~~
 - c. the school's current threat and emergency response protocols (including any emergency response agreements with local law enforcement),
 - d. ~~cardiac emergency preparedness (including an inventory of whether automated external defibrillators are present and accessible, maintenance status, and current staff training offerings) and~~

- e. **compliance with the universal access key box requirements.**
- 4. The District shall report the results of each school safety needs assessment to the state security chief and the School Safety Center.

[Utah Code § 53-25-701\(1\)\(a\) \(2025\)](#)
[Utah Code § 53G-8-701.5\(1\)\(a\), \(c\), \(3\) \(2025\)](#)

B. Safety Personnel

- 1. Unless an exception or modification is granted by the state security chief, the District shall appoint or designate school safety personnel as required by statute and according to the timeline established by the state security chief. The personnel shall include a school safety and security specialist for the District, a school safety and security specialist for each school campus, and (for each school and based on the results of the school safety needs assessment) at least one school resource officer or school guardian ~~or armed school security guard~~. **A school may have the same individual serve in more than one of these roles if the school notifies the School Safety Center and the state security chief of the decision to do so.**

[Utah Code § 53G-8-701.5\(2\), \(3\) \(2025\)](#)
[Utah Code § 53G-8-701.8\(1\) \(2025\)](#)

- 2. ~~School~~ **District** Safety and Security Specialist
 - a. The District school safety and security specialist is the District point of contact for the county security chief, local law enforcement, and the state security chief. The school safety and security specialist:
 - 1) Shall collaborate and maintain effective communications with local law enforcement, the county security chief, the District, and school-based behavioral and mental health professionals to ensure adherence with all policies, procedures, protocols, rules, and regulations relating to school safety and security;
 - 2) Shall, as applicable, coordinate security responses among school safety and security specialists, school resource officers, ~~armed school security guards,~~ and school guardians;

- 3) If the school safety and security specialist is a District employee, shall be a member of the multidisciplinary team;
- 4) ~~Shall have a valid concealed carry firearm permit; and~~
- 5) Shall, **only once** complete the training requirements for school guardians;
- 6) ~~Shall complete the for school resource officers and administrator training the state security chief approves in consultation with the School Safety Center; and, and for armed school security guards.~~
- 7) ~~If serving as a backup school guardian, satisfy all the requirements that apply to a school guardian.~~

[Utah Code § 53G-8-701.5\(2\)\(b\) \(2025\)](#)

[Utah Code § 53G-8-701.8\(2\) \(2025\)](#)

[Utah Code § 53-22-105\(1\)\(a\), \(b\), \(d\) \(2025\)](#)

[Utah Code § 53G-8-702 \(2024\)](#)

[Utah Code § 53G-8-703\(4\)\(a\)\(ii\) \(2024\)](#)

[Utah Code § 53G-8-213\(1\)\(a\) \(2025\)](#)

- b. The school safety and security specialist does not have authority to act in a law enforcement capacity. The specialist may take actions necessary to prevent or abate an active threat and may temporarily detain an individual when the specialist has reasonable cause to believe the individual has committed or is about to commit a forcible felony. Except during an active threat, if the specialist is carrying a firearm on school grounds it shall be carried in a concealed manner and may not be displayed or open carried.

[Utah Code § 53G-8-701.8\(3\), \(4\) \(2025\)](#)

[Utah Code § 76-2-402\(1\) \(2022\)](#)

C. School Safety and Security Specialist

1. A school safety and security specialist shall be designated for each school campus in the District from among the employees of that school campus. The specialist may not be the school principal. During an active emergency at the school, the specialist is subordinate to any responding law enforcement officers.

[Utah Code § 53G-8-701.6\(2\), \(4\) \(2025\)](#)

[Utah Code § 53G-8-701.5\(2\)\(a\)\(i\) \(2025\)](#)

2. The school safety and security specialist:
 - a. Reports directly to the principal;
 - b. Oversees school safety and security practices to ensure a safe and secure school environment for students and staff;
 - c. Ensures adherence with all policies, procedures, protocols, rules, and regulations relating to school safety and security through collaborating and maintaining effective communications with, as applicable:
 - 1) The principal;
 - 2) School staff;
 - 3) The school resource officer;
 - 4) ~~The armed school security guard;~~
 - 5) The school guardian;
 - 6) Local law enforcement;
 - 7) The county security chief;
 - 8) The school safety and security specialist;
 - 9) The District; and
 - 10) School-based behavioral and mental health professionals;
 - d. In collaboration with the county security chief ~~or designee~~ and the local law enforcement agency:
 - 1) Conducts the school safety needs assessment; ~~and~~

- 2) **Submits the completed assessments to the School Safety Center by October 15 of each year; and**
 - a) **Assessments will be shared with the Board in closed session for deployment of security personnel, devices, or systems; and**
 - 3) ~~Conducts a building safety inspection at least annually using~~ **Reviews** the results of the school safety needs assessment to recommend and implement improvements to school facilities, policies, procedures, protocols, rules, and regulations relating to school safety and security;
- e. Serves as a member of the multidisciplinary team;
 - f. When deemed necessary by the specialist, conducts a behavioral threat assessment using an evidence-based tool recommended by the state security chief;
 - g. Monitors and regularly reports to the principal, local law enforcement, and the Superintendent or designee security risks for the school resulting from either issues with school facilities or the implementation of practices, policies, procedures, and protocols relating to school safety and security;
 - h. Coordinates with local first responder agencies to implement and monitor safety and security drills in accordance with policy and applicable procedures and protocols;
 - i. Ensures that school staff and, when appropriate, students, receive training on and remain current on the school's safety and security procedures and protocols;
 - j. Following an event where security of the school has been significantly compromised, organizes a debriefing **following the recommendations from the state security chief, in collaboration with the School Safety Center**, regarding strengthening school safety and security practices, policies, procedures and protocols with (as applicable):
 - 1) The principal;
 - 2) School staff;
 - 3) The school resource officer;

- 4) ~~The armed school security guard;~~
 - 5) The school guardian;
 - 6) Local law enforcement;
 - 7) The county security chief;
 - 8) The school safety and security specialist;
 - 9) The District; and
 - 10) School-based behavioral and mental health professionals;
- k. Abides by District, school, and law enforcement policy outlining the chain of command;
- l. During an emergency and as applicable, coordinates with the:
- 1) School resource officer;
 - 2) School guardian;
 - 3) ~~Armed school security guards;~~
 - 4) School administrators; and
 - 5) Responding law enforcement officers;
- m. Follows District, school, and law enforcement student privacy policies (including state and federal privacy laws);
- n. Participates in annual training selected by the state security chief; and
- o. Remains current on:
- 1) A comprehensive school guideline selected by the state security chief;
 - 2) The duties of a school safety and security specialist; and

- 3) The school's emergency response plan.

[Utah Code § 53G-8-701.6\(3\) \(2025\)](#)
[Utah Code § 53G-8-213\(1\)\(d\) \(2025\)](#)

3. School resource officer

- a. A school resource officer is a law enforcement officer who provides law enforcement services for the District under a contract between the District and the officer or the officer's law enforcement agency.

[Utah Code § 53G-8-701\(7\) \(2025\)](#)
[Utah Code § 53-22-105\(3\), \(8\), \(14\) \(2025\)](#)

- b. The school resource officer's responsibilities and duties are as outlined in [Policy 2090 Contracts for School Resource Officer Services](#) and in the contract between the District and the law enforcement agency.

4. School guardian

- a. A school guardian is a school employee who meets the eligibility requirements and has been approved to be a school guardian by the school's principal (or the Superintendent if a principal applies to be a guardian). A school may designate more than one school guardian. An employee's school guardian status may be revoked at any time by the school principal, county sheriff, or state security chief.

[Utah Code § 53-22-105\(3\), \(8\), \(14\) \(2025\)](#)

- b. A school employee may volunteer to be a school guardian if the employee's regular work duties and responsibilities must require the employee to be physically present at the school's campus while school is in session. The principal, a teacher, or a person whose primary responsibilities require the employee to be primarily present in a classroom to teach, care for, or interact with students are not eligible unless the person is employed at a school with ~~400~~ 350 or fewer students, or employed at a school with adjacent campuses as determined by the state security chief, or unless an exception is made by the state security chief.

[Utah Code § 53-22-105\(1\)\(f\) \(2025\)](#)
[Utah Code § 53G-8-701.5\(3\) \(2025\)](#)

- c. To be qualified for designation as a school guardian, an eligible employee must:
- 1) Satisfactorily complete the initial training for a school guardian within the prior six months;
 - 2) Hold a valid firearm concealed carry permit;
 - 3) Certify to the sheriff of the county where the school is located that the employee has undergone the initial training and intends to serve as a school guardian;
 - 4) ~~Successfully~~ ~~Complete~~ ~~an~~ ~~initial~~ ~~“fit to carry”~~ ~~assessment~~ ~~the~~ ~~Department~~ ~~of~~ ~~Health~~ ~~and~~ ~~Human~~ ~~Services~~ ~~approves~~ ~~and~~ ~~a~~ ~~provider~~ ~~administers~~ ~~and~~ ~~maintain~~ ~~compliance~~ ~~with~~ ~~mental~~ ~~health~~ ~~screening~~ ~~requirements~~ ~~consistent~~ ~~with~~ ~~law~~ ~~enforcement~~ ~~standards~~ ~~selected~~ ~~by~~ ~~the~~ ~~state~~ ~~security~~ ~~chief~~; and
 - 5) Be approved by the school administrator to be a school guardian.

[Utah Code § 53-22-105\(3\)\(a\) \(2025\)](#)

- d. A school guardian must complete the required annual and biannual training to retain the designation of a school guardian.

[Utah Code § 53-22-105\(1\)\(a\), \(b\), \(3\)\(b\) \(2025\)](#)

- e. A school guardian does not have authority to act in a law enforcement capacity. The guardian may take actions necessary to prevent or abate an active threat and may temporarily detain an individual when the guardian has reasonable cause to believe the individual has committed or is about to commit a forcible felony.

[Utah Code § 53-22-105\(7\) \(2025\)](#)

- f. Except during an active threat, if the guardian is carrying a firearm on school grounds it shall be carried in a concealed manner and may not be displayed or open carried. A guardian may store the guardian's firearm on school grounds only if the firearm is stored in a biometric gun safe, that safe is located in the guardian's office, and the guardian is physically present on school grounds while the firearm is stored in the safe.

[Utah Code § 53-22-105\(5\) \(2025\)](#)

- g. Except when it occurs during a training exercise, a school guardian who points a firearm at an individual during the performance of the guardian's duties shall file a report which describes the incident, identifies the individuals involved, and includes any other information required by the state security chief. The report shall be submitted within 48 hours of the incident to the school administrator, school safety and security specialist, and the state security chief.

[Utah Code § 53-22-105\(11\), \(12\), \(13\) \(2025\)](#)

- h. A school guardian with active status in the school guardian program is not liable for civil damages or penalties if the guardian:
- 1) Threatens, draws, or otherwise uses a firearm reasonably believing the action to be necessary in compliance with [Utah Code § 76-2-402](#) (regarding use of force in defense of a person); or
 - 2) When carrying or storing a firearm, is acting in good faith and is not grossly negligent.

[Utah Code § 53-22-105\(10\) \(2025\)](#)

[Utah Code § 76-2-402 \(2022\)](#)

~~5. Armed school security guard~~

~~a. An "armed private security officer" is an individual employed by a contract security company whose primary duty is guarding personal or real property or providing protection or security to the life and well-being of humans or animals and who wears, carries, possesses, or has immediate access to a firearm in the performance of the individual's duties. A "contract security company" is a company that is engaged in business to provide security services to another person, business, or entity on a contractual basis by assignment of an armed or unarmed private security officer. An "armed school security guard" is an armed private security officer who:~~

- ~~1) Is licensed as an armed private security officer under [Title 58, Chapter 63, Security Personnel Licensing Act](#);~~
- ~~2) Has a valid firearm concealed carry permit;~~
- ~~3) Has undergone training from the county security chief regarding:~~

- ~~a) The safe loading, unloading, storage, and carrying of firearms in a school setting;~~
 - ~~b) The role of armed security guards in a school setting; and~~
 - ~~c) Coordination with law enforcement and school officials during an active threat~~
- ~~b. In order to remain eligible to be assigned as an armed school security guard at a District school, the guard must participate in and satisfy the initial, annual, and biannual training requirements for school guardians.~~

~~Utah Code § 53G-8-704(1), (4) (2025)~~

~~Utah Code § 58-63-102(3), (8) (2023)~~

~~Utah Code § 53-22-105(1) (2025)~~

- ~~c. An armed school security guard's responsibilities and duties are as outlined in Policy CED and in the contract between the District and the contract security company employing the guard.~~

~~Utah Code § 53G-8-704(2)(b), (3) (2025)~~

- ~~d. An armed school security guard may conceal or openly carry a firearm at the school at which the guard is employed under the contract between the District and the employing contract security company.~~

~~Utah Code § 53G-8-704(5) (2024)~~

- ~~e. An armed school security guard who points a firearm at an individual or aims a conductive energy device at an individual and displays the electrical current shall file a report which describes the incident, identifies the individuals involved, and includes any other information required by the state security chief. The report shall be submitted within 48 hours of the incident to the school administrator, school safety and security specialist, and the state security chief.~~

~~Utah Code § 53G-8-704(8), (9) (2024)~~

D. Universal Access Key Boxes

1. A “universal access key box” is a UL Standard 1037 compliant secure container designed to store and protect emergency access keys and devices.
2. “Emergency responder” means law enforcement, fire service, or emergency medical personnel authorized by local authorities to respond to school emergencies.
3. A school building shall include universal access key boxes that:
 - a. Are installed at main entry points;
 - b. Contain master keys and access devices providing complete access to all areas of the school;
 - c. Are accessible only to authorized emergency responders;
 - d. Are electronically monitored for tampering; and
 - e. Are weather-resistant and vandal-resistant.
4. The District shall maintain universal access key boxes by:
 - a. Conducting quarterly inspections;
 - b. Updating the contents within 24 hours of any lock or access control changes;
 - c. Maintaining current key and access device inventories;
 - d. Documenting all inspections and updates; and
 - e. Immediately replacing any damaged or malfunctioning boxes.
5. The District shall coordinate with local emergency responders to:
 - a. Determine optimal box placement;
 - b. Establish access protocols;
 - c. Maintain current emergency contact information; and
 - d. Conduct annual reviews of box usage and effectiveness.

6. The District shall include universal access key box locations and protocols in school emergency response plans, building schematic diagrams provided to emergency responders, and school safety and security training materials.

[Utah Code § 53G-8-805\(1\), \(5\), \(6\) \(2025\)](#)

E. Panic Alert Devices

1. Consistent with the results of the school safety needs assessment, ~~a staff person the lead teacher~~ in each classroom shall be provided with a wearable panic alert device that ~~allows for immediate contact with emergency services or emergency services agencies, law enforcement agencies, health departments, and fire departments shall communicate directly with public safety answering points (Box Elder Communication Dispatch Center)~~. Before the beginning of each school year, all school building personnel shall receive training on the protocol and appropriate use of the panic alert device.

[Utah Code § 53G-8-805\(2\), \(3\) \(2025\)](#)

F. Video and Audio Surveillance

1. District Security
 - a. Video and/or audio recording devices may be used to monitor the health, safety, and welfare of all students, staff, and visitors to district property and to safeguard District facilities. Such recordings may be stored as evidence of unsafe, disruptive, and/or illegal behavior and may become part of a student record, a personnel file, and/or a legal proceeding. The Superintendent or his designee shall ensure the secure storage of these records against tampering and according to the District's record retention schedule.
2. Notification
 - a. The District administration shall notify staff and students through student/parent and personnel handbooks that video/audio surveillance **may** occur on District property. The District **may** also provide notification through the posting of such notice at the main entrances of all District buildings and property, and on all buses in which video/audio surveillance may occur.

3. Access to Cameras

- a. Each school security camera system shall be accessible by the local law enforcement agency and public safety answering points according to access protocols which shall be established in consultation with the local law enforcement agency.

[Utah Code § 53-25-701\(1\)\(c\) \(2025\)](#)

[Utah Code § 53G-8-805\(4\)\(a\), \(b\) \(2025\)](#)

4. Access to Recordings

- a. Surveillance recordings will be released to the public only in conformance with applicable GRAMA provisions. In addition, the content of the surveillance recordings used as evidence in or investigation of specific student matters constitute student records which are confidential and protected under FERPA. When a surveillance recording kept in a student matter shows multiple students, then whether those students or their representatives may access the recording shall be determined on a case-by-case basis. The content of surveillance recordings used as evidence or in investigation of specific personnel matters are private records under GRAMA.
- b. Staff and students are prohibited from tampering or otherwise interfering with the surveillance equipment and records. District administrative staff may review surveillance recordings to verify the occurrence of disruptive, unsafe, and/or illegal behavior. Parents or legal guardians shall only be allowed to view material that concerns their child in relationship to an alleged incident. Requests to inspect video/audio surveillance recordings must be made in writing.
- c. The District Transportation Supervisor, Building Administrator, and/or the Superintendent's designee shall review all recordings that may be created from surveillance equipment on District vehicles.
- d. If the record becomes the subject of a disciplinary proceeding, it shall be treated like all other evidence in the hearing as confidential and protected. Viewing of such records shall only be permitted at school-related sites including the transportation office, school buildings, or District office. All viewing will include the building principal or his/her designee.

G. Law Enforcement Access to Security Cameras

1. The District shall make all security cameras in school buildings accessible by a local law enforcement agency and **public safety access points**, shall coordinate with the

local law enforcement agency to establish appropriate access protocols, and shall physically mark all hallways and doorways consistent with the incident response method or system the state security chief creates.

[Utah Code § 53G-8-805\(4\) \(2025\)](#)

H. Prevention and Intervention

1. The District shall provide schools with curriculum materials regarding comprehensive violence prevention and intervention strategies such as resource lessons and materials on anger management, conflict resolution, and respect for diversity and other cultures. In so doing, the District shall make use of materials and resources provided by the State Board of Education. Schools may also provide age-appropriate instruction on firearm safety, including appropriate steps to take if a student sees a firearm or facsimile firearm at school.

[Utah Admin. Rules R277-400-8\(5\), \(6\) \(July 11, 2023\)](#)

2. To the extent resources permit, the District shall also develop or incorporate tiered student assistance programs. In developing student assistance programs, the District may coordinate with the State Superintendent and other state agencies.

[Utah Admin. Rules R277-400-8\(3\), \(7\) \(July 11, 2023\)](#)

POLICY 3007

Employment – Staff Code of Conduct

A. Definitions

1. Abuse

- a. “Physical abuse” means abuse that results in physical injury or damage.
- b. “Sexual abuse” has the same meaning as defined in [Utah Code § 80-1-102\(80\)](#).
- c. “Verbal abuse” means repeatedly communicating in an objectively demeaning or disparaging manner which creates a hostile, intimidating, abusive, offensive, or oppressive learning environment.
- d. “Mental abuse” means a pattern of sustained and repetitive acts or inappropriate statements that cause fear, lower self-esteem, or manipulate the person to control behavior. Examples of actions or statements that could be part of such a pattern include intimidation, threatening harm, destruction of property, insults or putdowns, arbitrary and unpredictable inconsistency, and denial that prior abusive incidents occurred. (Appropriate statements or actions taken in imposing discipline for misconduct do not constitute mental abuse.)

[Utah Code § 80-1-102\(64\), \(80\) \(2025\)](#)
[Utah Admin. Rule R277-217-3\(3\) \(January 10, 2024\)](#)

2. “Boundary violation.” A boundary violation occurs when a staff member crosses verbal, physical, emotional, or social lines that must be maintained to ensure structure, security, and predictability in an educational environment. Depending on the circumstances, the following may constitute a boundary violation:
 - a. Isolated, one-on-one interactions with students out of the line of sight of others;
 - b. Meeting with a student or students in rooms with covered or blocked windows;
 - c. Telling risqué jokes or using profanity in the presence of a student;
 - d. Employing favoritism to a student;

- e. Inappropriate gift giving to an individual student;
 - f. Uninvited or inappropriate touching;
 - g. Photographing an individual student for a non-educational purpose or use;
 - h. Engaging in inappropriate or unprofessional conduct outside of educational program activities;
 - i. Exchanging personal email or phone numbers with a student for a non-educational purpose or use;
 - j. Interacting privately with a student through social media, computer, or handheld devices; and
 - k. Discussing with a student inappropriate details about the staff member's personal life or personal issues or a student's personal life or personal issues.
3. It is NOT a boundary violation to:
- a. Offer praise, encouragement, or acknowledgement;
 - b. Offer rewards available to all who achieve;
 - c. Ask permission to touch for necessary purposes;
 - d. Give a pat on the back or a shoulder;
 - e. Give a side hug;
 - f. Give a handshake or "high five";
 - g. Offer warmth and kindness;
 - h. Use public social media alerts to groups of students and parents; or
 - i. Engage in contact permitted by an IEP or 504 plan.
- [Utah Admin. Rules R277-210-2\(6\) \(January 10, 2024\)](#)
4. It is not a boundary violation when a student acts or speaks in inappropriately familiar ways with a staff member without having been prompted to do so by the staff

member, but such incidents must be promptly documented and reported to the staff member's supervisor or the building principal and the student should be given guidance on proper student-staff relationships as directed by the supervisor or principal.

5. "Bullying" means the same as that is defined by [Policy 3010 Employee Bullying and Hazing](#).
6. "Cyberbullying" means the same as that is defined by [Policy 3010](#).
7. "Neglect" has the same meaning as defined in [Utah Code § 80-1-102\(58\)](#).
 - a. The term "parent" means the natural or adoptive or step or foster parent of a child or legal guardian who acts in the place of a parent.

[Utah Code § 80-1-102\(58\) \(2025\)](#)

8. "Staff" means an employee or any contractor or volunteer with unsupervised access to students.

[Utah Admin. Rule R277-322-2\(3\) \(August 7, 2024\)](#)

B. Professional Conduct

1. District staff are expected to comply with all District policies and to adhere to all requirements of the law.
2. District staff are further expected to act professionally.
 - a. This includes communicating in a civil manner and not promoting personal opinions, issues, or political positions as part of the instructional process in a manner inconsistent with law.
 - b. It further includes integrity and honesty in relationships with others and conducting any financial business and accounting for funds honestly and with integrity.
 - c. District staff are expected to comply with appropriate dress and grooming standards as established by District policy, supervisor directives, and generally accepted professional standards.

- d. District employees are required to report arrests and convictions as provided for in [Policy 3035 Employee Criminal Background Checks & Arrest Disclosure Requirements](#).

[Utah Admin. Rules R277-217-2, -3, -4, and -5 \(January 10, 2024\)](#)

3. District staff are expected to observe and adhere to practices of confidentiality, privacy, and discretion. Confidentiality ensures that information is accessible only to those authorized to have access.
 - a. Any information obtained during the scope and course of employment regarding an individual's educational record, including, but not limited to: health, behavior, schedule, home conditions, financial status, or employment record should be considered confidential, no matter how trivial it may seem.
 - 1) This includes information that may have been observed, written, verbally shared, or electronically transmitted.
4. District staff are prohibited from being under the influence of, using, possessing, or distributing any alcoholic beverage, tobacco product (including electronic cigarettes), or controlled substance at school or at a school-related activity where the staff member is functioning as such, as outlined in [Policy 3070 Alcohol and Drug Abuse: Employees](#). District staff are prohibited from providing alcohol or unauthorized drugs to students or from allowing students under the supervision or control of the staff member to use alcohol or unauthorized drugs. District staff are further expected to support District efforts to reduce inappropriate drug use and alcohol or tobacco use among students.

[Utah Admin. Rules R277-217-2\(10\) to \(12\) \(January 10, 2024\)](#)

5. District staff are prohibited from knowingly viewing, accessing, or possessing pornographic or indecent material in any form (print, electronic, or otherwise) while on school premises or at a school-related activity or by using District devices, internet access, or other resources. District staff may not knowingly use, view, create, distribute, or store pornographic or indecent material involving children at any time. District staff may not expose students to sensitive material as defined by [Utah Code § 53G-10-103](#) and as determined by the District. **(This restriction does not apply when District staff access pornographic or indecent material for the limited purpose of investigating a violation of this restriction or to enforce this restriction.)**

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

[Utah Admin. Rule R277-217-2\(16\) to \(18\) \(January 10, 2024\)](#)

[Utah Code § 76-5c-208 \(2025\)](#)

C. Professional and Ethical Relationships with Students

1. District staff are to comport themselves in a way that contributes to maintaining and fostering a positive, effective, non-disruptive and safe learning environment for students.
 - a. This includes maintaining professional and appropriate demeanor and relationships with students, both during and outside of school hours and on and off campus and through in-person and electronic interactions (through devices or social media).
 - b. This also includes respecting appropriate intrapersonal boundaries in interacting with students and avoiding behavior that could reasonably lead to the appearance of impropriety.
 - 1) An educator may not invite, suggest, or encourage a student to reconsider or change the student's sexual orientation or gender identity.
 - c. An educator may not use his or her position, through instruction, materials, or symbols, to actively endorse, promote, or disparage a particular partisan, religious, denominational, sectarian, agnostic, or atheistic belief or viewpoint in a manner inconsistent with District policy.
2. Staff are prohibited from engaging in the following conduct towards students:
 - a. Abuse (physical, sexual, verbal or mental, as defined above);
 - b. Bullying, cyberbullying, harassment (including sexual harassment), or hazing;
 - c. Discrimination or harassment based on race, color, ethnicity, national origin, sex, gender identity, sexual orientation, religion (or lack of religious affiliation or belief), political viewpoint or disability;
 - d. Boundary violations;
 - e. Sharing any sexually explicit or lewd communication, image, or photograph;
 - f. Allowing students in their homes for a school-related social activity without prior written permission of the principal;

- g. Dating or any type of romantic or sexual relationship or conduct;
- h. Requests for sexual activity or sexually suggestive comments; or
- i. Touching a student in a way that makes a reasonably objective student feel uncomfortable.

[Utah Admin. Rules R277-217-2\(4\) to \(7\), \(22\) to \(25\) \(January 10, 2024\)](#)

[Utah Admin. Rules R277-217-3\(2\), \(3\) \(January 10, 2024\)](#)

[Utah Admin. Rules R277-322-2\(2\), \(4\) \(August 7, 2024\)](#)

[Utah Admin. Rules R277-322-3\(3\)\(a\) to \(j\) \(August 7, 2024\)](#)

[Utah Code § 53B-1-118\(b\) \(2024\)](#)

[Utah Code § 63G-7-301\(3\)\(a\)\(i\), \(b\) \(2025\)](#)

- 3. The foregoing prohibitions apply to staff interaction with any student presently enrolled in the District and to staff interaction with any student who was enrolled in the District within the time period two (2) years before the conduct in question.

Flaskamp v. Dearborn Public Schools, 385 F.3d 935, 944 (6th Cir. 2004).

[Utah Code § 76-5-422 \(2025\)](#)

- 4. The District recognizes that in circumstances where a staff member and a student have a relationship which is independent of and does not arise out of the school context, interactions which would be a boundary violation in the absence of that independent relationship may not constitute a boundary violation. (Examples of such independent relationships include where the staff member and student are family members or otherwise closely related or where the staff member and student are both affiliated with a non-school organization and the interaction relates to or arises out of that relationship.) The other prohibitions listed above apply regardless of the existence of an independent, non-school relationship.
- 5. Violation of any of the prohibitions of this policy is grounds for employee disciplinary action up to and including termination of employment and for action up to and including termination of the District's relationship with a contractor or volunteer.

D. Reporting Requirements

- 1. Staff members are required to promptly report any suspected incidents of abuse (physical, verbal, sexual, or mental) or neglect, including suspected incidents of child abuse as provided in [Policy 5090 Child Abuse/Sexual Abuse and Human Trafficking Prevention Training and Reporting](#). Staff members are also required to report incidents of student prohibited acts which include hazing and demeaning or

assaultive behavior. Staff members shall also report incidents of bullying, cyberbullying, and harassment.

[Utah Admin. Rules R277-322-3\(3\)\(c\), \(k\)\(i\) \(August 7, 2024\)](#)

2. Staff members are also required to report any instance of violation of this Code of Conduct policy, including but not limited to instances of sexual harassment as provided by [Policy 3015 Title IX Sexual Harassment](#). If a staff member becomes aware that a student has initiated any interaction with a staff member which would be improper or inappropriately familiar, the staff member must promptly document and report that incident.

[Utah Admin. Rule R277-322-3\(4\)\(a\) \(August 7, 2024\)](#)

3. Staff members should report any instances where the staff member knows or has reason to believe that a staff member holding a Utah educator or administrative license has violated the Utah Educator Standards.

[Utah Admin. Rule R277-322-3\(4\)\(b\) \(August 7, 2024\)](#)

E. Reporting Procedures

1. Reports required under this Code of Conduct shall be made as follows: Reports regarding child abuse or neglect shall be made according to [Policy 5090](#). Reports regarding sexual harassment shall be made according to [Policy 3015](#). Other reports required by this Code of Conduct shall be made to the staff member's immediate supervisor or the building principal. However, if the person who would receive the report is the person whose conduct is in question, the report will be made instead to that person's supervisor.

[Utah Admin. Rules R277-322-3\(3\)\(k\)\(i\), \(4\) \(August 7, 2024\)](#)

F. Training

1. Each staff member must annually read and sign [Policy 5090](#) (regarding reporting of suspected child abuse) and any other policies relating to identifying or documenting child abuse.

[Utah Admin. Rules R277-322-3\(3\)\(k\)\(ii\) \(August 7, 2024\)](#)

2. Each staff member must, at the time of initial employment and annually thereafter, be trained on the requirements of this policy and must at the time of each training

sign a statement acknowledging that the staff member has read and understands this code of conduct.

[Utah Code § 63G-7-301\(3\)\(b\) \(2025\)](#)
[Utah Admin. Rules R277-322-3\(5\) \(August 7, 2024\)](#)

3. Each staff member who is either an employee or a contractor must once every three years, attend sexual abuse and human trafficking prevention training as provided for under [Policy 5090](#).
 - a. [Utah Admin. Rules R277-322-3\(3\)\(k\)\(iii\) \(August 7, 2024\)](#)
 - b. [Utah Code § 53G-9-207 \(2024\)](#)
4. Each staff member who holds a Utah educator or administrative license shall become and remain familiar with the professional standards set forth in [Utah Administrative Rule R277-217](#).

G. Public Notice of Code of Conduct

1. This policy shall be posted on the District's website.

[Utah Admin. Rules R277-322-3\(3\) \(August 7, 2024\)](#)

POLICY 3008

Employee Communication/Addressing Concerns

- A. The proper procedure for registering complaints and problems of employees with administrators is an important factor in the morale of a school district. The appropriate process for addressing concerns, problems, or registering complaints of employees should follow the appropriate line of communication ([BESD Organizational Chart](#)).
- B. Line of Communication **for Employees**
1. Employees must discuss concerns, problems, or complaints according to the outlined steps prior to escalating the issue. When an issue is escalated, it must be submitted as a formal written request for consideration and response. (Educators are encouraged to follow the specified order unless an exception is warranted due to the nature of the issue.)
 - a. direct supervisor
 - b. building principal, if applicable
 - c. District Director or Assistant Superintendent
 - d. Superintendent
 - e. Board of Education
- C. **District Communication with Personnel**
1. **Employee issues will be discussed with the employee – not with spouses, parents, or representatives of the employee.**
- D. Retaliation is prohibited per [Policy 3010-Employee Bullying and Hazing](#).
- E. Whistleblower Protection prohibits public employers (such as the District) from taking retaliatory action against their employees for reporting in good faith to the appropriate authorities. A District employee is presumed to have communicated in good faith if the employee has given written notice or otherwise formally communicated.
1. Employees are protected from retaliation for reporting issues relating to:

- a. Agricultural work
- b. Consumer product and food safety
- c. Discrimination
- d. Employee safety
- e. Environmental protection
- f. Family and medical leave
- g. Fraud and financial issues
- h. Health insurance
- i. Lie detector testing
- j. Military status and obligations
- k. Mine hazards
- l. Mine inspections
- m. Minimum wage
- n. Overtime pay
- o. Transportation services
- p. Youth employment

For more information, visit the U.S. Department of Labor
<https://www.dol.gov/general/topics/whistleblower>

POLICY 3043

Redress of Grievances

A. Purpose

1. The purpose of this policy is to provide employees an orderly process for the prompt and equitable resolution of grievances. The Board intends that, whenever feasible, complaints be resolved at the lowest possible administrative level. Both parties in interest agree that these proceedings shall be kept informal and confidential as seems appropriate at each level of the procedure. All parties in interest shall cooperate and act in good faith to resolve the grievance.

B. Redress of Grievances

1. Employees shall have the right, in a peaceable manner that does not interfere with education in the District, to assemble together for their common goals and apply to those vested with the powers of government for redress of grievances or other purposes, by petition, address, or remonstrance.
2. A person who files a grievance under this policy is a “grievant”.
3. A grievance under this policy may include:
 - a. Concerns regarding the grievant’s wages, hours, assignment, or conditions of work affecting the grievant;
 - b. Evaluations of Education Support Professionals (ESPs);
 - c. Allegations of inequitable application or misinterpretation of policies and/or law resulting in a negative impact on the grievant;
 - d. Allegations of retaliation or bullying towards the grievant, by either a colleague or supervisor
4. The following complaints, appeals for resolution, or grievances are specifically excluded:
 - a. Complaints regarding corrective action, termination, and other matters pursuant to [Policy 3044 Orderly School Termination for Employees and the Educators’](#)

Professional Agreement, which can be addressed in accordance with [Utah Code § 53G-11-513](#).

- b. Specific allegations of unlawful discrimination in employment or education programs on the basis of sex (but not including allegations of sexual harassment), race, religion, national origin, age, disability, sexual orientation, or gender identity or on the basis of the employee's exercise of constitutional rights, which can be addressed in accordance with [Policy 3015 Title IX Sexual Harassment](#).
- c. Educator evaluations, which can be addressed through [Policy 3041 Educator Evaluation](#), or as set out in the statute regarding evaluations. See [Utah Code § 53G-11-507 \(2024\)](#), [Utah Code § 53G-11-508 \(2020\)](#), [Utah Code § 53G-11-520\(12\) \(2024\)](#) (ESP employees may present grievances regarding evaluations under this policy.)

~~C. Evaluations~~

- ~~1. Teachers may present grievances regarding the evaluation process according to the District's evaluation processes outlined in [Policy 3110 Certificated: Educator Evaluation](#) or as set out in the statute regarding evaluations. Those policies and laws shall govern grievances regarding teacher evaluations rather than this policy. Education Support Professional (ESP) employees may present grievances regarding evaluations under this policy.~~

~~[Utah Code § 53G-11-507 \(2024\)](#)
[Utah Code § 53G-11-508 \(2020\)](#)
[Utah Code § 53G-11-520\(12\) \(2024\)](#)~~

D. Right to Representation

1. An employee, or where appropriate a group of employees, may present a grievance through another person or organization recognized by the Board ~~regarding any adverse employment action or administrative action decision negatively affecting the employee.~~

E. Freedom from Retaliation

1. No retaliatory action shall be taken by the Board or any administrator against an employee or other participant in a grievance proceeding because of participation in the grievance procedure.

~~F. Presentation~~

- ~~1. An employee's legal right to present a grievance is satisfied at each level when someone in a position of authority hears the employee's concern; however, that authority is under no legal compulsion to take action to rectify the matter.~~

~~G. Board's Role~~

- ~~1. The Board shall provide an opportunity for employees to present their grievances for Board consideration. At the option of the Board, grievances may be reviewed solely at the administrative level by a school principal or the Board may exercise its discretion to hear a grievance at a regular meeting in closed session or at such other times as the Board may determine.~~

~~H. Notice to Employees~~

- ~~1. Principals of each school shall be responsible for informing all employees under their supervision of the District's employee grievances policy.~~

~~I. Definitions~~

- ~~1. Complaint
 - ~~a. A complaint must specify the individual harm suffered.~~~~
- ~~2. A grievance under this policy shall include:~~
- ~~3. Grievances concerning an employee's wages, hours, or conditions of work or other adverse employment action decisions affecting an employee.~~
- ~~4. Specific allegations of unlawful discrimination in employment or education programs on the basis of sex (but not including allegations of sexual harassment), race, religion, national origin, age, disability, sexual orientation, or gender identity or on the basis of the employee's exercise of constitutional rights.~~
- ~~5. Alleged violations of State Board rules or of policies adopted by the Board.~~
- ~~6. Alleged violations of a constitutional, statutory, or common law right.~~
- ~~7. Aggrieved Party
 - ~~a. An aggrieved party is an employee who alleges a violation of a constitutional, statutory, or common law right, or of a State Board rule or local Board policy. An employee who files a grievance is not necessarily an "aggrieved party". Different~~~~

~~procedures may apply to “aggrieved parties” than to “complainants”. Those distinctions shall be determined on a case-by-case basis.~~

~~J. Presentations and Hearings~~

- ~~1. In most circumstances, complainants shall be entitled to administrative review conferences and an informal presentation of the complaint to the Board at the Board’s discretion; however, this provision shall not be construed to create an independent right to a hearing before the Board in addition to hearings required by law. Aggrieved parties whose legal rights have been adversely affected such that they are entitled to some type of due process hearing shall be offered a hearing before the Board or its designee. Upon receipt of the written request for a hearing, the Superintendent shall determine whether an aggrieved party is legally entitled to more than a presentation and, if so, the type of hearing appropriate.~~

~~K. Aggrieved Party~~

- ~~1. An employee aggrieved by a violation of a constitutional, statutory, or common law right, a rule adopted by the State Board of Education, or a policy adopted by the Board shall be afforded a hearing before the Board in accordance with applicable law. However, this provision shall not be construed to create an independent right to a hearing before the Board in addition to any hearing required by law.~~

~~L. Request~~

- ~~1. The aggrieved employee shall make a written request for a hearing, identifying specifically the claimed violation and the relief requested. The written request shall be deemed filed upon receipt by the Superintendent’s office. The request shall be filed with the Superintendent’s office not more than 15 days after the claimed violation.~~

~~M. Hearing~~

- ~~1. The school principal or designee shall conduct a hearing within 30 days of receipt of a written request. However, the hearing may be postponed by mutual consent. The principal or designee shall notify the aggrieved employee in writing of the time and place of the hearing. The Board shall notify the aggrieved employee of its decision in writing within 15 days after the hearing.~~

~~N. Other Review Processes~~

- ~~1. Employee termination and non-renewal procedures are found in policy series 3000 and such actions are not subject to the procedures set forth in this section.~~

~~Procedures for complaints regarding sexual harassment (a form of sex discrimination) are set forth in Policy 3007 Employment—Staff Code of Conduct and Policy 3015 Title IX Sexual Harassment. Those procedures apply rather than the procedures in this policy.~~

~~O. Representation~~

- ~~1. The employee registering a complaint or any employee who is the subject of a complaint may be represented at his or her own expense by a fellow employee, attorney, other person, or organization. The District may be assisted in processing complaints as it deems appropriate.~~

P. General Provisions

1. The following shall be general provisions for processing grievances
 - a. All grievances shall be submitted in writing and include the following:
 - 1) A description of the basis of the grievance,
 - 2) The date(s) it occurred,
 - 3) The remedy sought
 - b. Grievances shall be heard in informal administrative conferences.
 - c. Time is of the essence. All time limits shall be strictly complied with, except if extended by mutual consent. All references are to calendar days, unless otherwise indicated.
 - d. The appropriate administrator at each level shall respond **in writing** to the employee within ten (10) working days of a grievance conference. ~~Oral grievances may receive an oral or written response, and written grievances shall receive a written response.~~
 - e. The employee has ten (10) working days after a response to appeal **in writing** to the next level. The grievance shall be considered concluded if at any level it is not appealed within the given time limit.
 - f. All grievances arising out of an event or condition or related series of events must be addressed in one grievance. An employee may not bring separate or serial grievances concerning events or conditions about which the employee has previously complained.

Q. Level One

1. ~~Any employee having a grievance~~ If the grievance is at the school or department level, a grievant submits a grievance in writing to ~~shall meet with~~ the principal or immediate supervisor within thirty (30) working days of the time the employee first knew, or should have known, of the event, condition, or series of events upon which the grievance is based.
2. The principal, upon receiving the written grievance, shall schedule a time to meet for a grievance conference with the grievant within five (5) working days.
3. The principal shall respond in writing to the grievance with ten (10) working days.
4. If the grievance is with the principal, the grievant may begin on Level Two.

R. Level Two

1. If the ~~employee~~ grievant is not satisfied with the Level One written response ~~outcome of the grievance conference at Level One~~, the ~~employee~~ grievant may submit a Level Two written grievance to the supervisor of the principal or department head with who the grievance submitted the Level One grievance (“Level Two Supervisor”) ~~meet with the Superintendent or a designee to discuss the grievance within ten (10) working days after receiving the response~~.
2. The Level Two grievance must be submitted within ten (10) working days after receiving the response.
3. A Level Two grievance shall include the following:
 - a. The Level One grievance and written response
 - b. An explanation for why the Level One Response is unsatisfactory.
4. Upon receipt of a Level Two grievance, a grievance conference will be scheduled within five (5) working days with the grievant, unless jointly waived in writing by the grievant and the Level Two Supervisor.
5. A written response will be submitted to the grievant by the Level Two Supervisor within ten (10) working days.
6. ~~At or prior to the conference with the Superintendent or designee, the employee shall submit a written description of the basis of the grievance, the date(s) it-~~

~~occurred, the remedy sought, and the date the employee conferred with the principal or immediate supervisor.~~

S. Level Three

1. If the outcome of the grievance conference at Level Two is not to the ~~employee's grievant's~~ satisfaction, the grievant may submit a Level Three written grievance ~~an employee wishing to appeal shall file a written request~~ to the Director of Human Resources within ten (10) working days after receiving the Level Two response Board of Education. ~~The Board of Education shall hold a hearing with the employee within thirty (30) days after the date the written request for a Board hearing was filed unless postponed by mutual consent.~~
2. A Level Three grievance shall include the following:
 - a. The Level One grievance and written response.
 - b. The Level Two grievance and written response
 - c. An explanation for why the Level Two response is unsatisfactory.
3. Upon receipt of a Level Two grievance, a grievance conference will be scheduled within five (5) working days with the grievant, unless jointly waived in writing by the grievant and the Director of Human Resources.
4. A written response will be submitted to the grievant by the Director of Human Resources within ten (10) working days.
5. ~~An unbiased hearing examiner(s) may be employed to review the grievance and make a recommendation to the Board of Education if both parties agree. The expenses of the hearing examiner(s) shall be borne equally by the Board of Education and the employee. Once the decision of the unbiased hearing examiner(s) is completed, the Board shall provide written notification to the aggrieved employee of its final decision within thirty (30) days after the hearing.~~
6. ~~If the employee doesn't want to involve an unbiased hearing examiner(s), the Board may designate a portion of its regular monthly meeting to hear employee grievances. However, the Board shall not discuss any subject that is not included in the written notice (posted agenda) for the meeting, other than to propose to place it on the agenda for a subsequent meeting.~~

- ~~7. The Board President may set reasonable time limits on grievance presentations. The Board shall listen to the grievance but is not required to respond or take any action on the matter unless the grievance is from an aggrieved party.~~

T. ~~Level Four Closed Hearing~~

- ~~1. If the outcome of the grievance conference at Level Three is not to the grievant's satisfaction, the grievant may submit a Level Four written grievance to the Superintendent within ten (10) working days after receiving the Level Three response.~~
- ~~2. The Superintendent may address the matter directly or may request someone outside the district ("Outside Grievance Officer") to review and address the matter.~~
- ~~3. A grievant may request an Outside Grievance Officer to review and address the matter, but will be expected to pay 50% of the cost of retaining the Outside Grievance Officer.~~
- ~~4. If the Superintendent decides in his/her sole discretion to retain an Outside Grievance Officer, the District will cover the entire expense of retaining the Outside Grievance Officer.~~
- ~~5. The same process as outlined above will be followed at Level 4, regardless of whether the Superintendent or an Outside Grievance Officer hears and addresses the grievance. If the grievance involves the character, professional competence, or physical or mental health of the employee bringing the grievance, it shall be heard by the Board in a closed meeting, unless the employee requests that it be heard in public. If the grievance involves complaints or charges against another person, it shall be heard by the Board in a closed meeting, unless the person complained about requests that it be heard in public.~~

U. Skipping Levels

- ~~1. If the subject of the grievance is any person identified above as the person to whom a grievance must be submitted at any level, a grievant may begin directly with the next level.~~
- ~~2. If the subject of the grievance is the superintendent, (and only in this instance), the grievant may file a grievance with the school board president, who, in consultation with legal counsel, may, in the board president's sole discretion address the matter directly or contract with an Outside Grievance Officer to hear and address the matter. The Board President will share the information with the Board Members.~~

3. Under exceptional circumstances, and at the sole discretion of the Superintendent, the Superintendent may direct the grievance to begin at a level other than Level One.

V. Complaints Not Prohibited

1. This policy in no way prohibits employees from bringing informal complaints or concerns to a supervisor, and up to the District following an appropriate chain of command, but the District is not obligated to meet with or issue a formal written response outside this grievance process.

Utah Code § 52-4-205(1)(a) (2025)

POLICY 3070

Alcohol and Drug Abuse – Employees

- A. The Board recognizes that the unlawful use, possession, distribution, or sale of alcohol, narcotics, or other dangerous drugs is illegal according to federal and Utah law and constitutes a hazard to students. The Board encourages the development and implementation of programs which will provide information on the harmful effects and aid in the prevention of drug and alcohol abuse. The Board supports programs that coordinate school and parent cooperation in attempting to prevent problems of drug abuse and support programs that assist parents in seeking outside professional help from public and private educational and rehabilitative programs.
1. The Board delegates to the Administration responsibility for providing educational prevention programs, procedures for violations, support for employees, students and their families in all efforts of drug and alcohol prevention.
 2. The Administration recognizes the need to reduce the risk of use and the abuse of illegal substances among employees. Therefore, the use or possession of alcohol or illegal drugs, counterfeit substances, and all associated paraphernalia is prohibited at any school district location (as defined in this policy). [Utah Code § 58-37-1 et seq.](#)
 3. This policy implements the federal Drug-Free Workplace Act of 1988 and [Utah Code § 34-41-101 thru 107](#) authorizing local governmental entity drug-free workplace policies and
- B. “School district location” means in any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- C. No employee shall distribute, dispense, possess, use or be under the influence of any alcoholic beverage, malt beverage or fortified wine or other intoxicating liquor or unlawfully manufacture, distribute, dispense, possess or use or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid, tobacco, or products containing nicotine (including but not limited to e-cigarettes, pipes, and vaporizers) any other controlled substance, as defined in the Utah

Controlled Substances Act, schedules I through V of Section 202 of the Controlled Substances Act ([21 U.S.C. § 812](#)) and as further defined by regulation at [21 CFR § 1300.01 through 1300.05](#), before, during or after school hours at school or in any other school district location as defined below.

[Utah Code § 58-37-1 et seq.](#)

[41 U.S.C. § 8103\(a\)\(1\)](#)

[29 CFR § 94.205\(a\)](#)

[34 CFR § 84.205\(a\)](#)

1. For purposes of this policy, nicotine products do not include tobacco-cessation products used as such, including nicotine patches, nicotine gum or other tobacco-cessation products that produce no smoke or vapor.
2. Marijuana and Cannabis
 - a. This policy applies to narcotics, drugs and controlled substances as defined in law. Although some actions involving medical marijuana are no longer prohibited under Utah law, federal law still prohibits the manufacture, sale, distribution, and use of marijuana and conditions receipt of federal education funding on maintaining a drug-free workplace. As a recipient of federal funds, the district has an obligation to maintain a drug-free workplace. Thus, marijuana possession, sale, distribution, and use in the workplace is prohibited under this policy. However, an employee who has a valid medical cannabis card is not subject to retaliatory action for failing a drug test due to marijuana or tetrahydrocannabinol unless there is evidence that the employee was impaired or otherwise adversely affected in the employee's job performance due to the use of medical cannabis. ("Retaliatory action" means dismissal, reduction of compensation, failing to increase compensation by an amount the employee is otherwise entitled to or was promised, failure to promote the employee if the employee would otherwise have been promoted, or threatening any of these actions.) This limitation on adverse employment action does not apply in any circumstance when it would jeopardize federal funding.

[29 CFR § 94.205\(a\)](#)

[34 CFR § 84.205\(a\)](#)

[Utah Code § 26B-4-207\(2\) \(2023\)](#)

D. Drug or Alcohol Testing

1. An employee or volunteer may be required to submit to medically accepted testing without justification of reasonable suspicion or critical incident to determine whether

he/she is using a controlled substance or alcohol in violation of federal or state law, or District policy under the following circumstances:

- a. When, during work hours, there is reasonable suspicion that an employee or volunteer is using or is impaired through the use of a controlled substance or alcohol unlawfully;

- 1) Reasonable Suspicion

- a) A "reasonable suspicion" means an articulated belief based on the recorded specific facts and reasonable inferences drawn from those facts that indicate that a school district employee is using or is under the influence of drugs or alcohol.

- 2) Reasonable Suspicion Documentation

- a) Prior to conducting any tests for drugs or alcohol based upon a suspicion of use, the supervisor or administrator requiring the test must articulate in writing specific facts and any reasonable inferences drawn from those facts which lead to a reasonable suspicion that an employee is using or under the influence of alcohol or illegal drugs.

[Utah Code § 34-41-102\(3\) \(2016\)](#)

[Utah Code § 34-41-101\(9\) \(2024\)](#)

[Utah Code § 34-41-101\(9\) \(2024\)](#)

- b. ~~As a part of a post-accident investigation;~~ Whenever an accident causing bodily injury occurs within the scope of employment where it appears that drugs or alcohol may have been a contributing factor.

[Utah Code § 34-41-102\(3\) \(2016\)](#)

[Utah Code § 34-41-103\(2\)\(b\) \(2024\)](#)

- c. Random testing;
 - d. As part of a rehabilitation program.
2. An employee or volunteer who refuses to submit to drug or alcohol testing may be subject to disciplinary action.
 3. All drug or alcohol testing shall be conducted by an independent laboratory certified for employment drug testing by either the Substance Abuse and Mental Health

Services Administration or the College of American Pathology and approved by the District.

4. Corrective or disciplinary action may be taken against an employee or volunteer if there is a positive test for controlled substances.
 - a. Employees in positions requiring a commercial driver license shall be subject to testing and prohibition requirements as directed by Federal and State law and as outlined in the [State of Utah DHRM Drug and Alcohol Testing Manual](#). Training on these requirements is the responsibility of the District Transportation Department.
5. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on school district federal grant is performed, no later than five calendar days after such conviction.

[41 U.S.C. § 8103\(a\)\(1\)\(D\)](#)

[29 CFR § 94.205\(c\)](#)

[34 CFR § 84.205\(c\)](#)

[Policy 3035 Employee Criminal Background Checks and Arrest Disclosure Requirements](#)

- a. Upon receipt of notice that an employee working under a federal grant has been convicted of a criminal drug offense in the workplace, the District shall:
 - 1) Within 10 calendar days of learning of the conviction, send written notice to each federal agency on whose award the employee was working. This notice shall include the identification number of each award and the employee's position title.
 - 2) Within 30 calendar days of learning of the conviction, either take appropriate personnel action against the employee (up to and including termination) or require the employee to satisfactorily participate in an approved drug abuse assistance or rehabilitation program.

[41 U.S.C. § 8104](#)

[29 CFR § 94.225](#)

[34 CFR § 84.225](#)

6. A separate, private record of drug or alcohol test results shall be kept by the employee's or volunteer's supervisor or building level administrator. The employee's official personnel file shall only contain a document making reference to the existence of the drug or alcohol test record.
- E. Supervisors and administrators who receive notice of a workplace violation of this policy shall immediately notify the Executive Director of Personnel, and the District will take appropriate action, which may include but is not limited to:
1. Probation;
 2. Suspension with or without pay;
 3. Referral to the Utah Professional Practices Advisory Commission;
 4. Termination of employment or voluntary services; or
 5. Participation in a rehabilitation, treatment or counseling and educational program.
- F. **Consequences of Refusal to Test or Tampering with Test**
1. **If an employee is required to take a drug or alcohol test based on reasonable suspicion and refuses to be tested or to cooperate with test procedures, the employee may be treated as having a positive test result and disciplined accordingly and may also be disciplined for insubordination. If an employee is found to have submitted a false sample or otherwise to have attempted to circumvent the testing process, the employee may be treated as having a positive test result and disciplined accordingly.**
- [Utah Code § 34-41-105\(2\) \(1994\)](#)
- G. An employee who has a confirmed positive test for use of a controlled substance or alcohol in violation of this policy may be offered the option of participating in a rehabilitation program in lieu of disciplinary action. This option is at the District's discretion and at the employee's own expense. If the employee accepts the offer tendered by the District to participate in such a program in lieu of disciplinary action, the following shall apply:
1. An employee participating in a rehabilitation program shall be granted accrued leave or leave without pay for inpatient treatment.

2. The employee must sign a release to allow the transmittal of verbal or written compliance reports between the District and the inpatient or outpatient rehabilitation program provider.
3. All communication shall be classified as private in accordance with [Utah Code § 63G-2-302\(1\)\(b\)](#).
4. An employee may be required to continue participation in an outpatient rehabilitation program prescribed by a licensed practitioner on the employee's own time and expense.
5. An employee, upon successful completion of a rehabilitation program shall be reinstated to work in his previously held position, or a position with a comparable or lower salary range.
6. An employee who fails to complete the prescribed treatment without a valid reason shall be subject to disciplinary action.

[Policy 3007 Employment – Staff Code of Conduct
R277-217
Notice to Employees](#)

H. Compensation for Test Time

1. All tests performed by the District shall occur during or immediately after the regular work period of the employee and shall be considered as work time for purposes of compensation and benefits.

[Utah Code § 34-41-104\(5\) \(2024\)](#)

I. Testing Costs

1. The District shall bear the costs of all sample collection and initial testing for alcohol or drugs at the request of the District, including any costs for transportation to the test site if conducted at a place other than the workplace. The costs of testing a second urine sample will be equally divided between the District and the employee.

[Utah Code § 34-41-103\(8\) \(2024\)](#)
[Utah Code § 34-41-104\(6\) \(2024\)](#)

POLICY 3096

Reporting Substantial Threats Against a School

- A. A “substantial threat” is a threat made with serious intent to cause harm. Whenever any adult employee or volunteer of the District **either**
1. has reason to believe a substantial threat against a school, school employee, or student attending a school **or**
 2. is aware of circumstances that would reasonably result in a substantial threat against a school, school employee, or student attending a school, the employee or volunteer shall immediately report the suspected substantial threat to **one of the following: the state security chief**, the local education agency that the threat would impact, **or** the nearest **peace police** officer or law enforcement agency, **and the state security chief**.
- B. If the District or any District representative receives a report of a substantial threat affecting a District student, employee, or school, the District shall immediately inform the appropriate local law enforcement agency and the state security chief. The District and District staff shall cooperate with the law enforcement agency’s investigation of the report of a substantial threat.

[Utah Code § 53-22-106\(1\), \(2\), \(3\) \(2025\)](#)

[Utah Code § 76-5-404.1\(a\)\(v\)\(S\) \(2025\)](#)

Policy 3212

ESP: Paraprofessional Qualifications

A. Definitions

1. "Paraprofessional" or "paraeducator" means a school employee who **delivers instruction performs a non-instructional or instructional supporting role** under the direct supervision of a **licensed educator or other licensed or certified professional teacher**.

[Utah Admin. Rules R277-324-2\(1\) \(October 8, 2024\)](#)

B. Appropriate Assignments or Duties for Paraprofessionals

1. A paraprofessional may:
 - a. Upon completion of explicit training from appropriately licensed teachers or related service providers, provide individual or small group instructional assistance or tutoring to students as designed by an appropriately licensed teacher or related service provider during times when students would not otherwise receive instruction from an appropriately licensed teacher or related service provider;
 - b. Assist with classroom organization and management, such as organizing instructional or other materials;
 - c. Provide assistance with supplementary aids and services, program modifications, and support, such as assistive technology devices and services;
 - d. Conduct parental involvement activities;
 - e. Provide support in library or media centers; or
 - f. Provide supervision for students in non-instructional settings.
2. A paraprofessional may not:

- a. be responsible for selecting or administering formal diagnostic or psychological instruments or for interpreting the results of those instruments if the paraprofessional's training, licensure, or other forms of certification do not align with the administration and interpretation requirements stated in an instrument's technical manual;
- b. be responsible for selecting programming or prescribing educational activities or materials for the students without the supervision and guidance of an appropriately licensed teacher or related service provider;
- c. be solely responsible for designing lesson plans;
- d. be assigned to implement elements of an IEP for a student with disabilities without direct training, supervision, and involvement from an appropriately licensed teacher or related service provider;
- e. be employed to fulfill the responsibilities that may only be provided by an appropriately licensed and otherwise qualified teacher or related service provider; or
- f. perform nursing procedures or administer medications without appropriate supervision and training from an appropriately licensed health care professional.

[Utah Admin. Rules R277-324-4\(1\), \(2\) \(October 8, 2024\)](#)

C. Supervision and Training of Paraprofessionals

1. A licensed teacher shall:
 - a. prepare a lesson and plan the instruction support activities to be carried out by a paraprofessional;
 - b. evaluate the achievement of the students with whom a paraprofessional works; and
 - c. provide the supervision and support to the paraprofessional that the teacher deems appropriate for the paraprofessional to work effectively in the paraprofessional's role and responsibilities.

[Utah Admin. Rules R277-324-4\(3\) \(October 8, 2024\)](#)

- d. All paraprofessionals employed by the District shall complete appropriate training. Paraprofessionals who are acting in an instructional capacity shall complete appropriate training so as to be able to meet the Utah Standards for Instructional Paraeducators. Each paraprofessional who works with any student with a disability shall complete the training required by Section IX.E. of the Utah State Board of Education Special Education Rules. The District shall maintain documentation of completion of required paraprofessional training.

[Utah Admin. Rules R277-324-4\(4\), \(5\) \(October 8, 2024\)](#)

[Utah Standards for Instructional Paraeducators](#)

[Utah State Board of Education Special Education Rules](#)

D. Requirements for Paraprofessionals in Title I Programs

1. A paraprofessional who works in Title I schoolwide or targeted assistance programs supported by Title I funding must be a high school graduate or equivalent and must meet one of the following requirements:
 - a. Complete at least two years, or a minimum of 48 semester hours, at an accredited higher education institution;
 - b. Obtain an associate (or higher) degree from an accredited higher education institution;
 - c. Satisfy a rigorous state assessment, approved by the State Board of Education or the Board of Education, that demonstrates:
 - 1) Knowledge of, and the ability to assist in instructing, reading, writing, and mathematics, or
 - 2) Knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate
2. A paraprofessional who works in Title I schoolwide and targeted assistance programs supported by Title I funding and who was hired after January 6, 2002 must be a high school graduate or equivalent and must meet at least one of the following requirements:

- a. Complete at least two years, or a minimum of 48 semester hours, at an accredited higher education institution;
- b. Obtain an associate (or higher) degree from an accredited higher education institution; or
- c. Satisfy a rigorous Utah State Board of Education approved assessment that demonstrates:
 - 1) Knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or
 - 2) Knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.

[Utah Admin. Rules R277-324-5\(1\) \(October 8, 2024\)](#)

3. The foregoing requirements do not apply to a paraprofessional with a high school diploma or equivalent who solely provides:
 - a. Support through translator services;
 - b. Support as a parent engagement liaison; or
 - c. Personal care for students with disabilities.

[Utah Admin. Rules R277-324-6 \(October 8, 2024\)](#)

E. Background Check

1. Each paraprofessional shall pass a criminal background check as provided for under [Policy 3035 Employee Criminal Background checks and Arrest Disclosure Requirements](#).

[Utah Admin. Rules R277-324-5\(2\) \(October 8, 2024\)](#)

~~F. Responsibilities Relating to State Paraeducator Funding~~

- ~~1. Paraeducators hired with paraeducator funding from the State Board of Education shall meet the qualifications relating to Title I funding above and~~

Policy 3212
Adopted
May 14, 2025
First Reading
October 8, 2025
Second Reading
November 12, 2025

~~provide additional aid in the classroom to assist students in achieving academic success.~~

~~Utah Admin. Rules R277-324-9 (March 15, 2024)~~

POLICY 4028

Special Programs: Education of Youth in **Care Custody**

A. Contracts With the State to Provide Education for Youth in **Care Custody**

1. The District may contract with the State Board of Education to provide for education of persons who are either 21 years or younger or are students with disabilities entitled to a free, appropriate public education and who are receiving services from the Department of Health and Human Services or an agency of a Native American tribe or who are being held in a juvenile detention center. To do so, the District must submit an application and plan to the State Board of Education. The responsibilities of the District, the State Board of Education, and other local service providers regarding serving youth in **care custody** in the District shall be established by the approved application and plan. The District may subcontract with local non-district educational service providers for the provision of educational services.

[Utah Code § 53E-3-503\(1\), \(3\) \(2024\)](#)

[Utah Admin. Rules R277-709-3\(1\), \(3\) \(November 7, 2024\)](#)

[Utah Admin. Rules R277-709-6\(1\) \(November 7, 2024\)](#)

B. Youth in **Care Custody** Plan for College and Career Readiness

1. Each student who is a youth in **care custody** shall have a written plan for college and career readiness defining the student's academic achievement, which shall specify known in-school and extra-school factors which may affect the student's school performance. The plan shall be as described in [Utah Administrative Rules R277-462-5](#). The plan shall be developed in cooperation with appropriate representatives of other service agencies working with the student such as the Division of Juvenile Justice and Youth Services, the Division of Child and Family Services, and the Department of Workforce Services. This plan shall be annually reviewed by the student, the student's parent or guardian, and school staff.

[Utah Admin. Rules R277-709-4 \(November 7, 2024\)](#)

[Utah Admin. Rules R277-462-5 \(December 10, 2024\)](#)

C. Education Programs for Youth in **Care Custody**

1. The District shall provide the student with an education program which conforms as closely as possible to the student's education plan. Educational services shall be provided in the least restrictive environment appropriate for the student's behavior and educational performance. Youth in **care custody** who do not require special services beyond those which would be available to them were they not in custody shall be considered part of the District's regular enrollment and treated accordingly.
2. Youth in **care custody** may not be assigned or allowed to remain in a restrictive environment (including separation from general education students and programs) due to their custodial status, their past behavior that does not put others at risk, or the inappropriate behavior of other students.
3. Educational services shall be coordinated with non-custody programs to enable youth in **care custody** to continue their education following discharge from custody.

[Utah Admin. Rules R277-709-3\(3\)\(i\), \(5\), \(7\) \(November 7, 2024\)](#)

D. Special Education Services for Youth in **Care Custody**

1. Youth in **care custody** students shall receive special education evaluation and services according to the requirements of IDEA and Utah State Board of Education rules. Where a youth in **care custody** student qualifies for special education services, the District may provide services to the student through both the youth in **care custody** program and the District's special education program. The District shall not qualify a youth in **care custody** student for special education services based on custodial status alone.

[Utah Admin. Rules R277-709-5 \(November 7, 2024\)](#)

E. Enrollment and Transfers of Youth in **Care Custody**

1. Youth in **care custody** shall be admitted to classes within five school days following arrival at a new residential placement. The student may be provided a temporary schedule which may be modified to meet the student's needs after the evaluation and planning process are complete. Each student in a school-based program shall be assigned a mentor using an evidence-based mentoring program. Youth in **care custody** students shall be flagged as such in the District's student information system. Applicable forms relating to the youth in **care custody**

designation of the student shall be obtained from the Utah Department of Health and Human Services.

[Utah Admin. Rules R277-709-3\(3\)\(a\), \(b\), \(c\) \(November 7, 2024\)](#)

2. When a youth in **care custody** student is released from custody or transferred to another program, the sending program shall ensure all available school records are up to date and forward them to the receiving program consistent with Policy FBA and [Utah Code § 53G-6-604](#).

[Utah Admin. Rules R277-709-3\(11\) \(November 7, 2024\)](#)

F. Records of Youth in **Care Custody** Students

1. All information maintained regarding a youth in **care custody** student, regardless of the source of the information, is an educational record for purposes of the Family Educational Rights and Privacy Act and are considered confidential student records. (See [Policy 5100 Student Records](#).) School records which refer to custodial status, juvenile court records, and related matters shall be kept separate from permanent school records, but are nonetheless educational records if retained by the school or District. Members of the interagency team which oversee the student's education plan shall have access, through team member representatives of the participating agencies, to relevant records of the various agencies. However, the records and information obtained from those records remain the property of the supplying agency and shall not be transferred or shared with other persons or agencies without the permission of the supplying agency, the student's parent, or an eligible student as defined by FERPA.

[Utah Admin. Rules R277-709-8 \(November 7, 2024\)](#)

G. Transcripts and Diplomas for Youth in **Care Custody** Students

1. Transcripts and diplomas prepared for youth in **care custody** students shall be issued in the name of an existing accredited school in the District and ~~shall~~ **may** not refer in any way to custodial status of the student.

[Utah Admin. Rules R277-709-8\(1\) \(November 7, 2024\)](#)

H. Interagency Advisory Council

1. If the District has been authorized to provide services for youth in **care custody**, the District shall establish a local interagency advisory council to advise member agencies concerning coordination of youth in custody programs. This council shall include:
 - a. A representative of the Division of Child and Family Services;
 - b. A representative of the Division of Juvenile Justice Services;
 - c. Directors of agencies located in the District such as detention centers, secure lockup facilities, observation and assessment units, and the Utah State Hospital;
 - d. A representative **of community-based alternative programs for custodial juveniles from contracted residential providers serving youth in care in the District**; and
 - e. A representative of the District.
2. The council shall adopt bylaws for its operation and shall meet at least quarterly.

[Utah Code § 53E-3-503\(6\) \(2024\)](#)

[Utah Admin. Rules R277-709-10 \(February 7, 2024\)](#)

POLICY 4040

Grade Level ~~Acceleration~~/Retention of Students

- A. The District discourages grade level ~~acceleration~~/retention (~~a student repeating a grade~~) of students based on research. Research supports intervention and extension of instruction to address the individual educational needs of students. Every effort will be made to assure that students move through the school system in a continuous manner. Teachers will plan instruction to meet the individual needs of students, based upon assessment data.
- B. Grade ~~acceleration~~/retention will only be considered by the District subsequent to a parent/teacher(s) and parent/administrator meeting creating a minimum six-week education plan to address the intervention or extensions for the student. Grade level ~~acceleration~~/retention of a student must be approved by the Assistant Superintendent of Teaching and Learning in a meeting where all considerations are reviewed. Meetings to consider grade level ~~acceleration~~/retention will only be held during the months of June, July, or in August (prior to back-to-school night or registration).
- C. If a parent requests ~~acceleration or~~ retention of a student, which will place that student in a learning environment other than with ~~same-age~~ peers ~~of the same age~~, a meeting will be held ~~at the District Office~~. For students enrolled in kindergarten (under the age of 6 years old), the team meeting will be held at the student's school. For students enrolled in grades 1-8, the team meeting will be held at the District Office. A team will be formed to consider a decision based on the following criteria:
1. Student achievement data
 - a. End of Year State Assessment: CogAT, RISE, Acadience, ~~Aspire Plus~~, MAP
 - b. RTI plans, referrals for special education, IEPs, BIPs
 2. Student attendance
 3. Teacher information and observations
 4. Parent information and observations
 5. Research based best practices.

6. Social, emotional, and developmental needs of the student
7. Opportunity for participation in intervention programs
8. Potential impact on Special Education placement and service

D. The team will include:

1. A building level administrator
2. A District Office representative
3. A parent
4. The student if appropriate
5. The student's teacher(s), if appropriate
6. The school counselor, if appropriate

E. Approval of grade level ~~acceleration~~/retention may be granted or denied by the Superintendent or designee. Parents have the right to appeal any recommendation through the process outlined in [Policy 5350 Student Complaints - Resolution](#). Within six weeks of placement, any member of the team may request a conference to repeal the student's placement.

Policy 4069

Curriculum: Firearm Safety

A. Firearm Safety Training

1. Each District school shall present firearm safety training to students in accordance with Utah State Board of Education Standards and the following schedule:
 - a. To a grade, at least three times while a student is attending kindergarten through grade 5;
 - 1) In Box Elder School District, this will occur in 1st, 3rd, and 5th grades.
 - b. To a grade, at least once while a student is attending middle school;
 - c. To a grade, at least once while a student is attending high school.
2. The training shall be provided in a manner that is developmentally appropriate to the grade level receiving the instruction and shall emphasize the best practices and guidelines for the safe handling and storage of a firearm to prevent accidents and ensure personal safety.
3. The instruction may be provided in school using life instruction, a video, or online materials; with an existing hunter safety course; with the health education curriculum, or with the physical education curriculum. It may be provided using firearm safety curricula and materials created by the Utah Attorney General's Office. Any statements regarding a firearm in the instruction shall be politically neutral.
4. If the instruction entails the display or functionality of an actual firearm on or about school premises, the individual providing the instruction must be exempt from weapons laws as described in [Utah Code § 53-5a-108\(1\)\(a\) through \(f\)](#).
5. Before the instruction is provided, the student's parent shall be notified of the instruction and of the option and process for the parent to opt the parent's student

New Policy 4067
First Reading
October 8, 2025
Second Reading
November 12, 2025

out of the instruction. A school may provide an alternative educational activity to a student who has been opted out of the instruction.

[Utah Code § 53E-4-207 \(2025\)](#)

POLICY 4078

Class Disclosure Statements – Elementary

- A. Each elementary class will have a Class Disclosure Statement.
- B. Class Disclosure Statements shall be updated regularly, contain accurate information, and be available to parents and students at the beginning of the school year.
- C. Class Disclosure Statements shall contain information and guidelines consistent with Box Elder School District Policies and student handbooks including the schools Vision, Mission, and Collective Commitments.
- D. Class Disclosure Statements shall contain at least the following information:
 - 1. A brief description of the class/grade level objectives, including Essential Learning Standards for the grade.
 - 2. A statement on attendance and tardiness and the impact of such on student achievement.
 - 3. A statement on how proficiency will be measured using standards-based practices that may include:
 - a. A grading rubric;
 - b. A statement on how extensions, and interventions will be provided
 - 4. A statement on or a listing of class rules and/or expectations;
 - 5. A statement on any additional materials that may be useful;
 - a. The items on this list will be used during the regular school day. They may be brought from home on a voluntary basis, otherwise, they will be furnished by the school.
 - 6. A statement offering accommodations for qualifying individuals with disabilities;

7. Notation of how to contact the teacher and when she/he is available to meet with parents and/or students;
- E. In addition to the required information listed in Section D, teachers are encouraged to include suggestions for success in the class, encouragement to students, and other information to help students be successful.

POLICY 4190

Driver Training

- A. The District will provide driver education to help develop the knowledge, attitudes, habits and skills necessary for the safe operation of motor vehicles. District driver education shall follow the requirements set out in statute and in Driver Education for Utah High Schools – Organization, Administration and Standards.

[Utah Code § 53G-10-502\(2\) \(2021\)](#)

[Utah Admin. Rules R277-746-2 \(December 10, 2024\)](#)

[2024 Driver Education Law & Policy](#)

- B. Educators who act as driver education instructors must have and maintain a driver education endorsement from the State Board of Education.

[Utah Admin. Rules R277-311-3 \(January 8, 2021\)](#)

[2024 Driver Education Law & Policy 15-16](#)

- C. The District shall provide each enrolled student the opportunity to take the written test when the student is 15 years and 9 months of age. The school may permit an enrolled student to take the written test when the student is 15 years of age.

[Utah Code § 53G-10-502\(1\) \(2021\)](#)

[2024 Driver Education Law & Policy 19](#)

- D. Driver education shall consist of both classroom and behind-the-wheel and observation instruction. This instruction will be provided outside of regular school hours. Both portions of this instruction will be provided in accordance with the rules established by the State Board of Education.

[Utah Code § 53G-10-508 \(2021\)](#)

[Utah Admin. Rules R277-746-2 \(December 9, 2021\)](#)

[2024 Driver Education Law & Policy 21-27](#)

- E. Driver education shall be funded through student fees and funds from the Automobile Driver Education Tax Account. However, for these purposes, the cost of driver education does not include the full-time equivalent cost of a teacher for each driver education class taught during regular school hours, or the cost of classroom space and

maintenance. The District may also use additional school funds for driver education purposes.

[Utah Code § 53G-10-503\(1\) \(2024\)](#)

- F. The Board of Education will set the student fee required for participation in driver education. This fee shall be determined by taking into consideration the costs associated with providing driver education that are not covered by reimbursements from the Automobile Driver Education Tax Account and the costs associated with students obtaining a waiver of driver education fees. **The District may request reimbursement from the State Board of Education for student fees that the District waives. Students may also be assessed a reasonable fee for make-up sessions for a failed driving skills test.**

[Utah Code § 53G-10-503\(7\) \(2024\)](#)
[2024 Driver Education Law & Policy 9](#)

- G. The District shall submit the Student Reporting Form required by the State Board of Education for reimbursement of driver education costs from the Automobile Driver Education Tax Account to the State Board of Education driver education specialist. This form shall be submitted each year on January 15 and July 15.

[Utah Code § 53G-10-505 \(2019\)](#)
[2024 Driver Education Law & Policy 10](#)

POLICY 5009

Admissions and Attendance: Kindergarten

- A. The Board of Education provides kindergarten classes free of charge for kindergarten children residing within the District.

[Utah Code § 53G-7-203\(2\)\(a\) \(2025\)](#)

B. Notice of Registration Deadline

1. The Board of Education shall establish the deadline of March 15 for priority kindergarten registration and shall communicate that deadline to the District community through multiple methods of communication, including email, posters, posting on the District or school websites, or other announcements. The information shall be provided in the languages prevalent in the District community.

[Utah Admin. Rules R277-730-4\(1\), \(4\), \(6\) \(August 7, 2024\)](#)

C. Half-Day Kindergarten

1. For the students of each parent who requests half-day kindergarten, the District will provide a full-curriculum half-day kindergarten option for students ~~which meets the standards for half-day kindergarten established by the State Board of Education.~~ The half-day option may be a half-day kindergarten class or participation by the student in a portion of a full-day kindergarten class. The full-curriculum for a half-day kindergarten student means all of the Utah State Board of Education approved standards for English language arts and mathematics together with inclusion of other content area standards to the fullest extent possible. ~~A half-day kindergarten student who is enrolled in a class that includes full-day kindergarten students will receive instruction that at least meets the minimum standards for half-day kindergarten established by the State Board of Education.~~

[Utah Code § 53G-7-203\(2\)\(b\)\(i\), \(vi\) \(2025\)](#)

[Utah Admin. Rules R277-730-2 \(August 7, 2024\)](#)

[Utah Admin. Rules R277-730-3\(2\), \(3\) \(August 7, 2024\)](#)

2. When a parent requests kindergarten registration for a student, the parent shall be provided the option to register for a designated full-curriculum half-day kindergarten, including a description of the different kindergarten options available (including half-day and full-day options), a typical daily schedule for each option, and the additional

~~educational resources or opportunities available to parents who select the half-day option. The parent shall be provided this information also be informed of this registration option through multiple methods of communication, including email, posters, in-person meetings, posting on the District or school websites, or other announcements. The information shall be provided in the languages prevalent in the District community. Parents shall also be informed regarding the additional educational resources and opportunities available to parents who select the half-day kindergarten option.~~

[Utah Code § 53G-7-203\(2\)\(b\)\(ii\), \(v\) \(2025\)](#)

[Utah Admin. Rules R277-730-3\(1\) \(August 7, 2024\)](#)

[Utah Admin. Rules R277-730-4\(2\) – \(6\) \(August 7, 2024\)](#)

3. When enrollment of half-day kindergarten students at an individual school or a regional school exceeds 18 students **during the kindergarten priority registration period**, a dedicated half-day kindergarten class shall be designated and the school shall be designated as a half-day kindergarten provider for the improvement of recruiting teachers that prefer half-day teaching.

[Utah Code § 53G-7-203\(2\)\(b\)\(iii\), \(iv\) \(2025\)](#)

[Utah Admin. Rules R277-730-3\(4\) \(August 7, 2024\)](#)

POLICY 5140

Education and Family Privacy Rights

A. Prohibited Disclosure or Psychological Testing

1. Except as permitted below for crisis intervention, the School District prohibits the administration of any psychological or psychiatric examination, test, treatment, survey, analysis or evaluation, or the obtaining or disclosing of defined information in curriculum or other school activities unless the student's parent has been given prior written notice and the School District has obtained consent as defined in this policy if such disclosure would tend to reveal information concerning the student's or a family member's:
 - a. political affiliations or philosophies;
 - b. mental or psychological problems;
 - c. sexual behavior, orientation, or attitudes;
 - d. illegal, anti-social, self-incriminating, or demeaning behavior;
 - e. critical appraisals of individuals with whom the student or family member has close family relationships;
 - f. religious affiliation or beliefs;
 - g. legally recognized privileged and analogous relationships, such as those with attorneys, medical professionals, religious clerics, or ministers;
 - h. income, except as otherwise required by law.

[Utah Code § 53E-9-203\(1\) \(2022\)](#)

2. Providing mental health services to students (as distinguished from testing or inquiries about the topics above) can only be done as provided in Policy 5080 Mental Health Care

[Utah Code § 53G-9-902 \(2025\)](#)

3. At least two weeks before the identified information is obtained or disclosed, the parent of the affected student shall be given written notice of intent to obtain or disclose requested information. However, this requirement does not apply if there is a contrary court order, or the school employee is acting in response to a situation that the employee reasonably believes is an emergency, or where the matter has been reported to the Division of Family Services.

[Utah Code § 53E-9-203 \(2022\)](#)

4. The notice to the parent shall state the availability of written information concerning:
 - a. the nature of records or information about relationships that have been requested for examination;
 - b. the means by which the information shall be examined;
 - c. a copy of any questions to be asked of the student in obtaining the desired survey information to be made available to the school;
 - d. the means by which the information is to be obtained;
 - e. the identity of the person(s) or entity requesting release of the information;
 - f. the purposes for which the records are needed;
 - g. a method by which the parent of a student can grant permission to access or examine the personally identifiable information.
5. If express written consent from the parent has not been obtained authorizing the collection or release of information and documents defined above, such documents and information shall not be obtained or disclosed.

[Utah Code § 53E-9-203\(2\), \(4\) \(2022\)](#)

B. Term of Consent

1. Unless specifically stated otherwise in the authorization, the authorization is valid only for the activity for which it was granted. However, the school district is authorized to request parental authorization that shall be valid until the commencement of the subsequent school year or until the student withdraws from the program in which such testing, evaluation, or survey is conducted.

[Utah Code § 53E-9-203\(5\)\(c\) \(2022\)](#)

C. Permitted Crisis Intervention

1. Notwithstanding the prohibitions stated above, if a school employee, agent, or resource officer believes a student is at risk of (a) attempting suicide, (b) physical self-harm, or (c) harming others, then the employee, agent, or officer 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.

[Utah Code § 53E-9-203\(7\) \(2022\)](#)

D. Private Information

1. The data collected through an authorized test or survey is a private record which may not be shared except in accordance with the Family Educational Rights and Privacy Act ("FERPA"). Such data also may not be included in a student's Student Achievement Backpack, as that term is defined in [Utah Code § 53E-3-511](#).

[Utah Code § 53E-9-203\(10\) \(2024\)](#)

POLICY 5230

School Student Fees, Fines, and Charges

A. Purpose.....**Error! Bookmark not defined.**

B. Policy23

C. Establishing a Fee Schedule23

D. “Fee” includes:24

E. “Fee” does not include:24

F. Fee Setting Process.....25

G. Board Approval of Fee Schedules and Policies25

H. Fee Schedule Requirements26

I. Fees for Classes and Activities During the Regular School Day27

J. Project Related Courses29

K. School Activities Outside of the Regular School Day29

L. Notice to Parents30

M. Fee Waivers30

N. Collection of School Fees37

O. Fundraising38

P. Donations in Lieu of Fees38

Q. School Reporting Requirements39

R. Training40

S. Penalties for Violation of School Fee Policy40

T. Definitions41

U. References46

V. Forms46

A. Purpose

1. The Box Elder School District (BESD) Board of Education adopts this policy to provide for the orderly establishment and management of a system of reasonable fees; to provide adequate notice to families of fees and fee waiver requirements; to establish a fair and efficient process for granting fee waivers; and to prohibit practices that would exclude students unable to pay fees from participation in school- sponsored activities or create a burden on a student or family as to have a detrimental impact on participation.

B. Definitions

1. As used in this policy, the following definitions apply:
 - a. "Fee" means
 - 1) something of monetary value
 - 2) requested or required as a condition to a student's full participation in or admission to
 - 3) an activity, class, or program which is provided, sponsored, or supported by a school.
 - 4) It does not include money or something of monetary value raised by a student or the student's family through fundraising.

[Utah Code § 53G-7-501\(6\) \(2024\)](#)

[Utah Admin. Rules R277-407-2\(4\) \(July 11, 2023\)](#)

- 5) "Something of monetary value" means a charge, expense, deposit, rental, fine, or payment (regardless of how it is described) in the form of money, goods, or services, whether it is directly or indirectly requested or required.

[Utah Admin. Rules R277-407-2\(20\)\(a\) \(July 11, 2023\)](#)

- 6) For example, it includes:
 - a) Payments to a third party providing a part of a school activity, class, or program; and

- b) A fine, unless that fine is within the scope of the definition in Non-Fee Charges, below.

[Utah Code § 53G-7-501\(6\) \(2024\)](#)
[Utah Admin. Rules R277-407-2\(20\)\(b\) \(July 11, 2023\)](#)

- 7) It does not include a payment or charge for damages which may be reasonably attributed to normal wear and tear.

[Utah Admin. Rules R277-407\(20\)\(c\) \(July 11, 2023\)](#)

- b. "Requested or required as a condition of a student's participation" means impliedly or explicitly mandated or necessary for a student, parent, or family to provide so that a student may:

- 1) Fully participate in school or in a school activity, class, or program;
- 2) Successfully complete a school class for the highest grade; or
- 3) Avoid a direct or indirect limitation on full participation in a school activity, class, or program, including limitations created by:
 - a) Peer pressure, shaming, stigmatizing, bullying, or the like; or
 - b) Withholding or curtailing any privilege that is otherwise provided to any other student.

[Utah Admin. Rules R277-407-2\(17\) \(July 11, 2023\)](#)

- c. "Provided, sponsored or supported by a school" means an activity, class, program, fundraiser, club, camp, clinic, or other event that:

- 1) Is authorized by the District or a District school, according to Board policy; or
- 2) Satisfies at least one of the following conditions:
 - a) It is managed or supervised by the District, a District school, or a District employee in the capacity of their District employment;
 - b) It uses, more than inconsequentially, District or a District school's facilities, equipment, or other resources; or

c) It is supported or subsidized, more than inconsequentially, by public funds, including school activity funds or minimum school program dollars.

3) Is not a noncurricular club as defined by [Policy 5260 Student Clubs](#)

[Utah Admin. Rules R277-407-2\(14\) \(July 11, 2023\)](#)

4) This definition applies regardless of the time or season of the activity, class, or program (for example, summer camps or clinics are sponsored by a school if the foregoing requirements are met).

[Utah Admin. Rules R277-407-4\(4\) \(July 11, 2023\)](#)

d. "Common education expense" means an expense the District incurs that is related to the delivery of instruction for all courses, unrelated to a specific course, program, or activity. Such expenses include the costs of employing educators and staff, providing capital facilities, and operation and maintenance costs.

[Utah Code § 53G-7-501\(1\) \(2025\)](#)

e. "Non-fee course" means a course that results in course credit or a course grade within the core standards the Utah State Board of Education establishes for English language arts, health education, mathematics, science, and social studies.

[Utah Code § 53G-7-501\(12\) \(2025\)](#)

f. "Fee course" means a course that is not a non-fee course.

[Utah Code § 53G-7-501\(8\) \(2025\)](#)

g. "Personal student supply" means, for a secondary student, an object, tool, material, or supply that is the personal property of a student which, regardless of the use of the supply in the instructional process, is also commonly purchased and used by persons not enrolled in the class or activity in question and has a high probability of regular use in other than school-sponsored activities.

1) It includes pencils, paper, notebooks, crayons, scissors, basic clothing for healthy lifestyle classes, and similar personal or consumable items over which a student retains ownership.

- 2) It excludes any such items if, to create a uniform appearance not related to basic function, the school imposes specific requirements such as brand, color, or a special imprint.

[Utah Code § 53G-7-501\(13\) \(2025\)](#)

[Utah Admin. Rules R277-407-2\(15\) \(July 8, 2025\)](#)

- h. “Textbook” means instructional material necessary for participation in an activity, course or program, regardless of the format of the material. It excludes school equipment, instructional equipment and instructional supplies. It includes:
 - 1) Hard copy book or printed pages of instructional material, including a consumable workbook; and
 - 2) computer hardware, software, or digital content.

[Utah Code § 53G-7-501\(19\) \(2025\)](#)

- i. “Instructional equipment” means an activity, course, or program-related tool that is required for a student to use as part of an activity, course, or program in a secondary school and becomes the property of the student upon exiting the activity, course, or program. This excludes school equipment, an instructional supply, and a personal student supply for a secondary student.

[Utah Code § 53G-7-501\(10\) \(2025\)](#)

- j. “Instructional supply” means a non-reusable or a consumable material or supply that is necessary to use, expend, or deplete as a component or element of an activity, course, or program in a secondary school. This excludes a personal student supply for a secondary student.

[Utah Code § 53G-7-501\(11\) \(2025\)](#)

- k. “School equipment” means a durable, reusable machine, equipment, facility, or tool owned by a secondary school and used by a student as part of an activity, course, or program in a secondary school. For example, it includes a saw or a 3D printer.

[Utah Code § 53G-7-501\(15\) \(2025\)](#)

[Utah Admin. Rules R277-407-2\(23\) \(July 8, 2025\)](#)

- l. "Regular school day" means the same as "school day" as defined in Utah Administrative Code R277-419-2.

[Utah Admin. Rules R277-407-2\(18\) \(July 8, 2025\)](#)
[Utah Admin. Rules R277-419-2\(30\) \(February 7, 2025\)](#)

- m. "Extracurricular activity" means an activity or program that is not a course that is provided, sponsored or supported by the District or a District school and is not a noncurricular club.

[Utah Code § 53G-7-501\(6\) \(2024\)](#)

C. Non-Fee Charges

1. Certain items of monetary value provided in connection with students and schools are not considered fees.

2. Student Fines

- a. A student fine is not a fee if it is specifically approved by the District and is imposed for one of the following:

- 1) Failing to return school property;
- 2) Losing, wasting, or damaging private or school property through intentional, careless, or irresponsible behavior (including defacing or damaging school property); or
- 3) Improper use of school property (including a parking violation).

[Utah Code § 53G-8-212 \(2021\)](#)
[Utah Code § 53G-7-501\(7\)\(c\)\(i\) \(2025\)](#)
[Utah Admin. Rules R277-407-2\(24\)\(b\)\(iv\) \(July 8, 2025\)](#)

- b. When fines have been assessed to a student for damaging or losing school property, the school shall not exclude the student from school for nonpayment but may withhold a transcript or diploma to obtain payment of such charges pursuant to the Board policy regarding defacing or damaging school property. However, a school may not withhold student records which are required for student enrollment or placement in a subsequent school. In addition, if the Department of Health and Human Services or a licensed child-placing agency has been granted custody of the student, that student's records, if requested by

the department or agency, may not be withheld from the department or agency for nonpayment of damages.

[Utah Code § 53G-8-212 \(2021\)](#)

[Utah Admin. Rules R277-407-9\(10\), \(11\) \(July 8, 2025\)](#)

3. Student Records

- a. A school may impose a reasonable charge to cover the cost of duplicating, mailing, or transmitting transcripts and other school records. However, no charge may be imposed for duplicating, mailing, or transmitting copies of school records to an elementary or secondary school in which a former student is enrolled or intends to enroll.

[Utah Admin. Rules R277-407-6\(8\)\(b\), \(c\) \(July 8, 2025\)](#)

4. Non-Waiverable Charges

- a. A cost, payment, or expenditure that falls into one of the following categories is not a fee.
 - 1) A personal discretionary charge or purchase, including:
 - a) A charge for insurance, unless the insurance is required for a student to participate in a school activity, class, or program;
 - b) A charge for college credit relating to successful completion of a concurrent enrollment class or an advanced placement examination; or
 - c) A charge for a personal consumable item such as a yearbook, class ring, letterman jacket or sweater, or other similar item (unless requested or required by the school or District).
 - 2) A charge which is subject to sales tax.
 - 3) A charge for school lunch or breakfast.
 - 4) A deposit that is a pledge securing the return of school property which is refunded upon return of the property.
 - 5) A charge for a replacement for damaged or lost school equipment or supplies.

[Utah Admin. Rules R277-407-2\(14\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-407-3\(9\) \(July 8, 2025\)](#)

[Utah Code § 53G-7-501\(7\)\(c\), \(11\) \(2025\)](#)

5. Donations of Supplies to an Elementary School

- a. An elementary school or elementary school teacher may compile and provide to a student's parent a suggested list of student supplies for use during the regular school day so that a parent may furnish, only on a voluntary basis, those the listed supplies for student use. Such a list must include and be preceded by the following language:

- 1) ***“NOTICE: THE ITEMS ON THIS LIST WILL BE USED DURING THE REGULAR SCHOOL DAY. THEY MAY BE BROUGHT FROM HOME ON A VOLUNTARY BASIS, OTHERWISE, THEY WILL BE FURNISHED BY THE SCHOOL.”***

[Utah Admin. Rules R277-407-3\(1\)\(c\), \(6\) \(July 8, 2025\)](#)

[Utah Code § 53G-7-503\(2\)\(b\) \(2025\)](#)

6. Donations

- a. For a donation not to be a fee, it must not affect the participation of an individual student. Donations are generally governed by [Policy 5312 Non-School and Private Fundraising and Donations](#). Donations or contributions may be invited on forms provided to parents of students but must clearly state that donations and contributions are voluntary and are not required for participation in an activity or class.

[Utah Admin. Rules R277-407-8\(1\) \(July 8, 2025\)](#)

- b. Students and families may be notified that they may voluntarily pay an increased fee amount or provide a donation to cover the costs of other students and families. Any such payments are considered donations and are not fees. In order to accept such payments, schools shall require that the payment be clearly designated as made for the purpose of covering the costs of other students.

[Utah Admin. Rules R277-407-9\(2\)\(b\) \(July 8, 2025\)](#)

7. Authorizing Fees

- a. No fee may be charged by the District, a District school, or any District officer or employee unless the fee has been authorized by the Board as required in this policy and applicable law. This includes any and all fees as defined in this policy, including those related to courses and extracurricular activities. Each fee must be individually authorized by the Board.

[Utah Code § 53G-7-503\(1\)\(a\), \(b\) \(2025\)](#)

[Utah Code § 53G-7-505 \(2025\)](#)

[Utah Admin. Rules R277-407-3\(2\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-407-6\(1\) \(July 8, 2025\)](#)

b. Prohibited and Permitted Fees

- 1) Beginning with the 2025-2026 school year, the District may not charge a secondary student a fee for a non-fee course, except that a fee may be charged to a secondary student for any course for instructional equipment, a school field trip or activity trip or performance (including related transportation, food, lodging, and admission charges or participation fees), school activity clothing, a discretionary project (as provided in the following paragraph), or a competency remediation program in accordance with [Utah Code § 53G-9-803](#).
- 2) In project-related courses, projects required for course completion shall be included in the course fee. However, a secondary student may request approval to complete a discretionary project in lieu of or in addition to a required classroom project which demonstrates the intended course competencies of the required classroom project. The school is not required to approve such a request. If the request is approved, the school may charge a fee for the discretionary project, including charges for the materials or activity involved. However, the school may not require such an additional project as a condition for enrolling, completing, or receiving the highest possible grade for a course. Schools shall avoid allowing high-cost additional projects, particularly where authorization of an additional discretionary project results in pressure on a student by teachers or peers to also complete a similar high-cost project.
- 3) A secondary student may be charged a fee for a fee course, including for instructional supplies, the life-cycle replacement costs for school equipment directly related to the fee course, a musical instrument rental, licensing fees for fine arts intellectual property, or participation in a driver education course described in [Utah Code § 53G-10-503](#) and [Policy 4190 Driver Training](#).

- 4) A secondary student may be charged for open enrollment application processing in accordance with [Utah Code § 53G-6-402\(5\)](#) and [Policy 5010 Admissions Eligibility Requirements](#).
- 5) A secondary student may be charged a fee for an extracurricular activity, including for the life-cycle replacement costs for school equipment directly related to the extracurricular activity.
- 6) A secondary student may be charged a fee for an adult education course in accordance with [Utah Code § 53E-10-202](#). A secondary student may be charged a fee for tuition, college credit, an exam, or a textbook for an Advanced Placement, International Baccalaureate, or a concurrent enrollment course described in [Utah Code § 53E-10-302](#) and [Policy 4062 Curriculum: College Course Work](#).
- 7) Fees may not be charged for school equipment. Other than as specified above, a fee may not be charged for a textbook. A fee may not be charged for a common education expense. A fee may not be charged that is general in nature or for a good or service that does not have a direct benefit to the student paying the fee.

[Utah Code § 53G-7-501\(3\) \(2025\)](#)

[Utah Code § 53G-7-503\(2\), \(3\) \(2025\)](#)

[Utah Admin. Rules R277-407-3\(5\) \(July 8, 2025\)](#)

c. Process to Adopt Fee Policies and Schedules

- 1) The Board shall annually adopt fee policies and a fee schedule in a public meeting held on or before April June 1. The Board shall consult with stakeholders and shall encourage public participation in the development of the fee schedule and of waiver policies. Before taking action to approve the policies and fee schedule, the Board shall provide the opportunity for public comment on the proposed fee schedule during at least two public Board meetings. In addition to the notice required for a regular Board meeting, the Board shall provide notice of these meetings using the same form of communication regularly used by the District to communicate with parents (such as email, text, flyer, or phone call).

[Utah Code § 53G-7-505\(2\) \(2025\)](#)

[Utah Admin. Rules R277-407-6\(2\) \(July 8, 2025\)](#)

- 2) After the annual adoption of the fee schedule, the Board may amend the fee schedule by following the process described in the preceding paragraph (other than the June 1 deadline).

[Utah Admin. Rules R277-407-6\(3\) \(July 8, 2025\)](#)

- 3) The Board shall annually review the District's policies on fees and fee waivers,

[Utah Admin. Rules R277-407-15\(5\) \(July 8, 2025\)](#)

d. Fee Schedules

- 1) A fee must be included in the Board approved fee schedule in order to be charged.
 - a) The fee schedule shall include the specific amount for each fee and a spending plan for each fee.
 - i. The spending plan shall provide transparency to students, parents, and employees by identifying the uses of a fee.
 - ii. The spending plan shall identify the needs for which the fee is being charged and include a list or description of the anticipated types of expenditures (either during the current fiscal year or as carryover for use in a future year) that are funded by the fee.
 - b) The fee schedule shall include the maximum fees allowed per activity and per student. If there are multiple fees related to one activity, class, or program, the fee schedule shall include an easy-to-understand delineation of each of the fees and the fee total for the activity, class, or program.
 - c) The fee schedule shall also include the District's fee waiver policy, including an easily understandable statement informing a parent that a student may be eligible to have one or more fees waived and may appeal a denial of a requested waiver.

[Utah Code § 53G-7-505\(3\)\(a\) \(2025\)](#)

[Utah Admin. Rules R277-407-6\(1\)\(c\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-407-13\(2\), \(3\) \(July 8, 2025\)](#)

e. Notice of Fee Policies and Schedules

- 1) The District shall annually publish on each school's publicly available website the fee schedule (including fee maximums), fee waiver policies, the fee waiver application, the fee waiver decision and appeals form and the school fee notice for families. Annual school registration materials shall include a copy of the fee schedule and fee waiver policies, and these materials shall be provided to a parent of a student who enrolls after the initial enrollment period.
- 2) Beginning with the 2026-2027 school year, school registration materials shall clearly identify the fee for each activity, course, or program alongside the description of the activity, course, or program in the materials.
- 3) The notices and forms used may be those approved by the State Board of Education, including:
 - a) For elementary schools:
 - i. School Fees Notice for Families of Students in an Elementary School
 - ii. Fee Waiver Application (Elementary School)
 - iii. Fee Waiver Decision and Appeal Form
 - b) For secondary schools:
 - i. School Fees Notice for Families of Students in Grades Seven Through Twelve
 - ii. Fee Waiver Application (Secondary School)
 - iii. Fee Waiver Decision and Appeals Form

[Utah Code § 53G-7-505\(3\)\(b\) \(2025\)](#)
[Utah Admin. Rules R277-407-6\(6\)\(a\) \(July 8, 2025\)](#)

- 4) If the District's parent or student population in a single written language other than English exceeds 20%, then the District shall also publish the fee waiver policies and fee schedules in that other language. If a student or parent's first language is not English, and the District has not published the policies and fee schedules in that other language, then a District representative will meet

personally with each student's parent or family and make available an interpreter for the parent to understand the policies and fee schedules.

[Utah Admin. Rules R277-407-6\(6\)\(b\), \(c\) \(July 8, 2025\)](#)

D. Standards for Fees

1. In setting fees, the Board shall establish the following maximum fee amounts:
 - a. The amount that a school may charge per student for each activity.
 - b. The total aggregate amount that a school may charge to a student in fees in a year.

[Utah Admin. Rules R277-407-6\(4\) \(July 8, 2025\)](#)

2. To preserve equal opportunity for all students and to limit diversion of money and school and staff resources from the basic school program, the Board's fee policies shall be designed to limit student expenditures for school-sponsored activities, including expenditures for activities, uniforms, clubs, clinics, travel, and subject area and vocational leadership organizations, whether local, state, or national.

[Utah Admin. Rules R277-407-6\(9\) \(July 8, 2025\)](#)

3. The Board may establish a reasonable number of activities, courses, or programs that will be covered by the annual maximum fee amount.

[Utah Admin. Rules R277-407-6\(4\)\(b\) \(July 8, 2025\)](#)

4. No fees may be charged for elementary school activities that are part of the regular school day (including assemblies and field trips.) or for supplies a student uses during the regular elementary school day.
5. Fees may be charged to students in grade 6 as secondary students if those students are attending a school that includes any of the grades 7 through 12. A school that provides instruction to students in grades other than grades 6 through 12 may not charge fees to students in grade 6 unless for those students the school follows a secondary model of instruction.

[Utah Code § 53G-7-503\(4\)\(a\) \(2025\)](#)

[Utah Admin. Rules R277-407-3\(1\), \(3\) \(July 8, 2025\)](#)

6. Fees may be charged to elementary school students for activities which do not take place during the regular school day so long as participation in the activities is voluntary and does not affect a student's grade or ability to participate fully in any course taught during the regular school day.

[Utah Code § 53G-7-503\(4\)\(a\) \(2025\)](#)
[Utah Admin. Rules R277-407-4\(1\) \(July 8, 2025\)](#)

7. All fees, including fees for co-curricular and extracurricular activities, must be within the maximum amounts established for the activity by the Board.

[Utah Admin. Rules R277-407-4\(2\) \(July 8, 2025\)](#)
[Utah Admin. Rules R277-407-6\(1\) \(b\), \(4\) \(July 8, 2025\)](#)

8. A fee may not be imposed or increased in order to supplant or subsidize another fee, including to supplant or subsidize a prohibited fee, including the normal expense of delivering instruction in a course. The amount of a fee may not be increased to offset the cost of fee waivers. The fee imposed on a student for a particular activity, course, or program must be directly related to and cannot exceed the expense incurred by the school in providing that activity, course, or program.

[Utah Code § 53G-7-503\(1\)\(c\) - \(f\) \(2025\)](#)
[Utah Admin. Rules R277-407-9\(2\)\(a\) \(July 8, 2025\)](#)

9. In establishing fee schedules, the Board may also review and consider the following as to each school in the District:
 - a. The cost to the school to provide the activity, class, or program;
 - b. The student enrollment;
 - c. The median income of families within the attendance area or enrolled at the school;
 - d. The number and monetary amount of fee waivers (designated by individual fee) annually granted in the prior three years;
 - e. The historical participation and school interest in certain activities;
 - f. The prior year fee schedule;
 - g. The revenue collected from each fee in the prior year;

- h. Fundraising capacity;
- i. Prior year community donors; and
- j. Other resources available (including through donations and fundraising).

[Utah Admin. Rules R277-407-6\(5\) \(July 8, 2025\)](#)

E. Optional Fundraising for Fees

1. Consistent with [Policy 5310 Fundraising](#), students may avail themselves of optional individual fundraising opportunities to raise money to offset the cost of the student's fees. Required individual fundraising is prohibited. Student membership in or participation on a team or group may not be denied based on non-participation in any kind of fundraiser (individual or group).

[Utah Admin. Rules R277-407-10 \(6\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-408-2\(4\) \(August 7, 2024\)](#)

[Utah Admin. Rules R277-408-4\(2\) \(August 7, 2024\)](#)

2. Service in Lieu of Fees

- a. Students may choose (but may not be required) to perform service in lieu of paying a fee.

[Utah Admin. Rules R277-407-2\(17\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-407-10\(1\) \(July 8, 2025\)](#)

- b. If elected by a student, the service assignment shall be determined by the principal or other designee. The assignment shall be appropriate to the age, physical condition, and maturity of the student and service required shall be consistent with the federal Fair Labor Standards Act. The service must be credited at an hourly rate at least equal to the minimum wage and must be able to be performed within a reasonable period. Service assignments may include service within the school, including tutorial assistance to other students and assistance before or after school to teachers and other school personnel on school related matters.

[Utah Code § 53G-7-504\(2\)\(a\) \(2024\)](#)

[Utah Admin. Rules R277-407-10\(2\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-407-15\(2\) \(July 8, 2025\)](#)

- c. A student who performs service in lieu of paying a fee may not be treated differently than students who pay the fee, and the service may not create an unreasonable burden for a student or parent and may not be of such a nature as to demean or stigmatize the student.

[Utah Admin. Rules R277-407-10\(3\) \(July 8, 2025\)](#)

- d. Upon request of the student, the student's service credit shall be transferred to another school within the District or to another local education agency.

[Utah Admin. Rules R277-407-10\(4\) \(July 8, 2025\)](#)

F. Waiver of Fees

1. A "waiver" means a full release from the requirement of payment of a fee and any provision in lieu of fee. (A "provision in lieu of fee" means an alternative to payment of the fee.) All fees are subject to waiver. Non-fee charges (see above) are not subject to waiver.

[Utah Code § 53G-7-501\(20\) \(2025\)](#)

[Utah Admin. Rules R277-407-2\(17\), \(29\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-407-9\(1\) \(July 8, 2025\)](#)

2. "Supplemental Nutrition Assistance Program," or "SNAP," means a program, formerly known as food stamps, which provides nutrition benefits to supplement the food budget of low-income families through the Utah Department of Workforce Services.

[Utah Admin. Rules R277-407-2\(25\) \(July 8, 2025\)](#)

3. "SSI" means "Supplemental Security Income for children with disabilities," which is a benefit administered through the Social Security Administration that provides payments for qualified children with disabilities in low-income families.

[Utah Admin Rules R277-407-2\(26\) \(July 8, 2025\)](#)

4. "TANF" means "Temporary Assistance for Needy Families," which is a program (formerly known as AFDC) which provides monthly cash assistance and food stamps to low-income families with children under age 18 through the Utah Department of Workforce Services.

[Utah Admin. Rules R277-407-2\(27\) \(July 8, 2025\)](#)

5. Eligibility for Waiver

- a. A waiver shall be granted to a student if charging the fee would deny the student the opportunity to participate in a class or school-sponsored or supported activity because of an inability to pay a fee.

[Utah Code § 53G-7-504\(1\)\(a\) \(2024\)](#)
[Utah Admin. Rules R277-407-9\(3\) \(July 8, 2025\)](#)

- b. A student is eligible for waiver upon providing verification that:
- 1) The student qualifies based on income eligibility levels established annually by the State Superintendent;
 - 2) The student receives SSI;
 - 3) The family receives TANF or SNAP funding;
 - 4) The student is in foster care through the Utah Division of Child and Family Services; or
 - 5) The student is in state custody; or
 - 6) The student qualifies for McKinney-Vento Homeless Assistance Act assistance.

[Utah Admin. Rules R277-407-11\(1\), \(2\) \(July 8, 2025\)](#)

- c. Fees may be retroactively waived if eligibility is determined to exist before the date of the fee waiver application.

[Utah Admin. Rules R277-407-11\(6\) \(July 8, 2025\)](#)

- d. A student who does not qualify based on the foregoing may also be granted a waiver if the student is not reasonably capable of paying the fee based on extenuating circumstances. Such circumstances might include exceptional financial burden, loss or substantial reduction of income, or extraordinary medical expenses.

- 1) If families have students in multiple secondary schools, administrators will communicate with the other schools that share siblings to ensure these circumstances are handled consistently.

[Utah Admin. Rules R277-407-11\(4\)\(b\) \(July 8, 2025\)](#)

- e. In the event that circumstances change for a student or family such that fee waiver eligibility no longer exists, the school may charge a proportional share of a fee or a reduced fee reflecting the change in eligibility.

[Utah Admin. Rules R277-407-11\(5\) \(July 8, 2025\)](#)

6. Process for Waiver

- a. The principal, or the principal's designee, shall review and make decisions regarding fee waiver requests, verifying eligibility as required (including obtaining the required documentation). The decision shall be made promptly and if possible before the fee becomes due. A family may not be subjected to unreasonable demands for re-qualification.

[Utah Code § 53G-7-504\(1\)\(b\) \(2024\)](#)

[Utah Admin. Rules R277-407-6\(7\)\(a\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-407-9\(4\), \(8\)\(b\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-407-11\(4\)\(a\) \(July 8, 2025\)](#)

- b. Parents shall be provided the opportunity to review available provisions in lieu of fee payment.

[Utah Admin. Rules R277-407-9\(9\)\(a\) \(July 8, 2025\)](#)

- c. The waiver process shall be administered fairly, objectively, without delay, and in a manner that avoids stigma, embarrassment, undue attention, and unreasonable burdens on students and parents. There shall be no visible indicators which could lead to identification of waiver applicants. The privacy requirements of FERPA apply and shall be followed. Other students may not assist in the waiver approval process. Students who receive a waiver may not be treated differently than other students. Students who receive a waiver may not be identified to other students and may not be identified to any other person (including staff members) who do not need to know of the waiver.

[Utah Admin. Rules R277-407-8\(5\), \(6\), \(7\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-407-15\(1\) \(July 8, 2025\)](#)

- d. The waiver application and associated required documentation shall incorporate and conform to the regulations issued by the State Board of Education, which will specify the forms of documentation and verification which are acceptable.

[Utah Code § 53G-7-504\(4\) \(2024\)](#)

- e. In lieu of income verification, the school may rely on the following alternative forms of verification:
- 1) If the student's family receives TANF or SNAP, an electronic copy or screenshot of the student's family's eligibility determination or eligibility status from the Utah Department of Workforce Services which covers the period for which waiver is sought;
 - 2) If the student receives SSI, a benefit verification letter from the Social Security Administration;
 - 3) If the student is in state custody or in foster care, either or both of the following when provided by a case worker from the Utah Division of Child and Family Services or the Utah Juvenile Justice Department:
 - a) The youth in care required intake form;
 - b) The school enrollment letter;
 - 4) If the student qualifies for McKinney-Vento Homeless Assistance Act assistance, verification from the District's McKinney-Vento liaison.

[Utah Admin. Rules R277-407-11\(3\) \(July 8, 2025\)](#)

- 5) The principal or designee may grant a full or partial waiver or deny the request. Upon determination by the principal or designee, the parent shall be provided a written decision using the standard written decision and appeal form authorized by the State Board of Education. A full or partial denial decision shall include the reasons for the denial and give notice of the procedure to appeal the decision.

[Utah Admin. Rules R277-407-6\(7\)\(b\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-407-15\(1\)\(e\) \(July 8, 2025\)](#)

- 6) Appeals of the principal's decision on the granting of fee waivers may be made to the superintendent. Appeals of the superintendent's decision may be made to the Board.

[Utah Admin. Rules R277-407-9\(9\)\(b\) \(July 8, 2025\)](#)

- 7) The requirement that a student pay a fee shall be suspended during any period when the student's eligibility for waiver is being determined or when an appeal of a denial of waiver is in process.

[Utah Admin. Rules R277-407-9\(9\)\(c\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-407-15\(1\)\(f\) \(July 8, 2025\)](#)

f. Addressing the Effect of Waivers

- 1) The District shall identify and address potential inequities due to the impact of the number of students who receive waivers with each of the District's schools. The Board shall distribute the impact of fee waivers among the schools of the District so that no school carries a disproportionate share of the District's total fee waiver burden.

[Utah Admin. Rules R277-407-13\(4\) \(July 8, 2025\)](#)

G. Fee Collection

1. Students may not be involved in the collection of fees.

[Utah Admin. Rules R277-407-15\(1\)\(d\) \(July 8, 2025\)](#)

2. The school may allow a fee to be paid through an installment payment plan. However, such a plan may not be required in lieu of a fee waiver.

[Utah Admin. Rules R277-407-10\(5\) \(July 8, 2025\)](#)

3. The District may pursue reasonable methods of collecting fees. However, the District may not, as a result of unpaid fees:
 - a. Exclude a student from school or from an activity, class, or program during the regular school day;
 - b. Refuse to issue a course grade; or

- c. Withhold official student records, including written or electronic grade reports, class schedules, diplomas, or transcripts.

[Utah Admin. Rules R277-407-6\(8\)\(a\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-407-9\(10\) \(July 8, 2025\)](#)

4. If the school has been provided with a copy of a court order allocating responsibility for school fees between a student's parents before the day on which the school first issues a bill for a school fee, the school shall, upon request from either parent, separately bill each parent for the share of the fee that the parent is to pay under the court order. Each parent is liable only for the share of the fee the parent is required to pay under the court order, and regardless of whether the court order is provided to the school before or after the bill is issued for the fee, the school may not make a negative credit report relating to a fee about a parent who has paid the share of the fee required by the court order. The school may bill a parent for that parent's share of the fee even though the other parent has obtained a full or partial fee waiver.

H. Option for Graduation Credit Without Fees

1. Beginning with the 2026-2027 school year, the District shall ensure that each school that awards credit towards graduation provides at least one option for each graduation requirement that fulfills the graduation requirement and does not require the payment or waiver of any fee. However, the District is not required to offer, without fee or waiver, any specific activity, course, or program or a student's preferred activity, course, or program.

[Utah Code § 53G-7-502\(2\) \(2025\)](#)

[Utah Admin. Rules R277-407-6\(10\) \(July 8, 2025\)](#)

I. Fees for Scholarship Students

1. If a District school is approved as eligible to provide services to Utah Fits All Scholarship students and offers classes, programs, or services to scholarship students that include expenses beyond tuition, the District shall establish a transparent and fair fee structure for those expenses. In establishing the scholarship student fee structure, the District is not required to follow the process for establishing fees set forth above in Authorizing Fees and Standards for Fees and the fees are not subject to waiver. However, the scholarship student fees must be based on the actual costs of providing the services or items covered by the scholarship and be consistent with the fees charged to enrolled students for the same services or items, if applicable. The scholarship student fee schedule must also itemize all charges and fees, explain the basis for each fee, and be updated annually.

[Utah Code § 53F-6-401\(20\), \(22\) \(2025\)](#)
[Utah Code § 53F-6-408\(5\)\(f\) \(2025\)](#)
[Utah Admin. Rules R277-407-2\(20\), \(21\) \(July 8, 2025\)](#)
[Utah Admin. Rules R277-407-7 \(July 8, 2025\)](#)

J. Staff Training

1. Employees of the District shall receive, on at least an annual basis, training on fee policies specific to the employee's job function. Such training shall make use of the resources and training materials provided by the State Superintendent.
2. A summary of:
 - a. the number of students in the District given fee waivers,
 - b. the number of students who worked in lieu of a fee waiver,
 - c. the number of students denied fee waivers,
 - d. the total dollar value of fees waived by the District, and
3. The total dollar amount of all fees charged to students within all the schools in the District.

[Utah Admin. Rules R277-407-14 \(July 8, 2025\)](#)

K. Required Notices and Action

1. The District and each school shall use the following standard forms as they are provided by the State Board of Education:
 - a. Standard parental notification letter (["School Fees Notice for Families of Students in Grades 7-12"](#) or ["School Fees Notice for Families of Children in Grades K-6"](#));
 - b. Standard fee waiver application (["Fee Waiver Application \(Grades K-6\)"](#) or ["Fee Waiver Application \(Grades 7-12\)"](#));
 - c. Standard written decision and appeal form (["Fee Waiver Decision and Appeal Form"](#));

- d. School fees service agreement ([“Service Agreement, Verification, and Appeal Form”](#));
2. These standard forms as drafted and adopted by the State Board of Education are hereby incorporated into these policies. (The forms are also available in Spanish, Arabic, Chinese, and Somali.) The District and each school shall adhere to the terms and conditions set forth in the standard forms.

~~L. Policy~~

- ~~1. A school, school official, or employee may not charge or assess a fee or request or require something of monetary value as a condition to a student’s participation in an activity, class, or program provided, sponsored, or supported by a school including a co-curricular or extra-curricular activity, unless the fee has been approved by and included in the BESD fee schedule.~~
- ~~2. To preserve equal opportunity for all students and to limit diversion of money and school and staff resources from the basic school program, BESD and each school shall limit student expenditures for BESD and school-sponsored activities, including expenditures for uniforms, clubs, clinics, travel, and subject area and vocational leadership organizations, whether local, state, or national.~~
- ~~3. A school shall provide notice to a parent of each student attending the school of all current fee schedules and the opportunity for fee waivers prior to the student being registered for a course, activity, or program to enable the parent and student to make an informed decision prior to committing to the student’s enrollment or participation.~~
- ~~4. A school shall provide an opportunity for a parent to apply to have one or more fees waived (or be provided alternatives to waivers) and shall grant requested fee waivers (or alternatives to waivers) to students who are eligible under the provisions of this policy.~~
- ~~5. A school may only collect a fee for an activity, class, or program provided, sponsored, or supported by a school consistent with BESD Board of Education policies and state law.~~

~~M. Establishing a Fee Schedule~~

- ~~1. “Fee” means a charge, expense, deposit, rental, or payment:~~

- ~~a. regardless of how it is termed, described, requested, or required directly or indirectly;~~
- ~~b. in the form of money, goods, or services; and~~
- ~~c. that is a condition to a student's full participation in an activity, course, or program that is provided, sponsored, or supported by BESD.~~

~~N. "Fee" includes:~~

- ~~1. money or something of monetary value raised by a student or the student's family through fundraising;~~
- ~~2. charges or expenditures for a school field trip or activity trip, including related transportation, food, lodging, and admission charges;~~
- ~~3. payments made to a third party that provides a part of a school activity, class, or program~~
- ~~4. charges or expenditures for classroom:
 - ~~a. textbooks;~~
 - ~~b. supplies; or~~
 - ~~c. materials;~~~~
- ~~5. charges or expenditures for school activity clothing; and~~
- ~~6. a fine, other than a fine identified in the subsection below.~~

~~O. "Fee" does not include:~~

- ~~1. a student fine specifically approved by the Board for
 - ~~a. failing to return school property;~~
 - ~~b. losing, wasting, or damaging private or school property through intentional, careless, or irresponsible behavior, or as described in Section 53G-8-212; or~~
 - ~~c. improper use of school property, including a parking violation;~~~~

~~2. a payment for school breakfast or lunch;~~

~~3. a deposit that is:~~

~~a. a pledge securing the return of school property that is refunded upon the return of the school property; or~~

~~b. a charge for insurance, unless the insurance is required for a student to participate in an activity, course, or program or~~

~~4. Charges associated with a student's participation in a non-curricular club.~~

~~P. Fee Setting Process~~

~~1. BESD, in consultation with stakeholders, will develop a proposed fee schedule and policies to submit to the Board.~~

~~Q. Board Approval of Fee Schedules and Policies~~

~~1. The Board shall annually review the provisions of this policy.~~

~~2. Fee schedules and policies for BESD shall be adopted by the Board on or before April 1st of each year in a regularly scheduled public meeting of the Board.~~

~~3. Prior to adopting the annual fee schedule, the Board shall encourage public participation in the process and provide an opportunity for the public to comment on the proposed fee schedule during a minimum of two public meetings of the Board.~~

~~4. The Board shall provide notice of the meetings:~~

~~a. to the public in accordance with the Utah Open and Public Meetings Act; and~~

~~b. to parents and students using the same form of communication regularly used by BESD to communicate with parents, including notice by e-mail, text, flyer, or phone call.~~

~~5. Minutes of the Board meeting during which the fee and fee policies are adopted together with copies of the approved policy and fee schedule shall be kept on file and made available upon request as required by Utah Code § 52-4-203.~~

~~6. The Board may adopt amended fee schedules after the April 1st date following the same approval process used for the original fee schedule.~~

~~R. Fee Schedule Requirements~~

- ~~1. The Board's adopted fee schedule shall include:~~
 - ~~a. a specific amount for each fee;~~
 - ~~b. if a student is responsible for multiple fees related to one activity, class, or program, a clear and easy to understand delineation of each fee and the fee total for each activity, class, or program;~~
 - ~~1) a per student annual maximum aggregate fee amount that BESD schools may charge per student for each activity supported by a school;~~
 - ~~2) a maximum fee amount per student for each activity in a year;~~
 - ~~3) a spend plan for the revenue collected from each fee charged. The spend plan for each fee charged should provide students, parents, and employees transparency by identifying the fee's funding uses. The fee's corresponding spend plan shall include a list or description of anticipated types of expenditures, for the current fiscal year or as carryover for use in a future fiscal year, funded by the fee charged.~~
- ~~2. The amount of revenue raised by a student through voluntary individual fundraisers or required group fundraisers shall be included as part of the maximum fee amount per student for the activity and maximum total aggregate fee amount per student.~~
- ~~3. A fee shall be equal to or less than the expense incurred by BESD or school to provide for a student activity, course, or program.~~
 - ~~a. In calculating the expense incurred by BESD or school in relation to an individual student, the cost of providing fee waivers to fee waiver eligible students may not be considered.~~
 - ~~b. An additional fee may not be charged, or a particular fee may not be increased to supplant or subsidize another fee.~~
 - ~~c. Students and parents who do not qualify for fee waivers may not be required to pay an increased fee amount to make-up for or cover the costs of students and families who qualify for fee waivers.~~

~~d. Schools may notify students and families that they may voluntarily pay an increased fee amount or provide a donation to assist in covering the costs of other students and families.~~

~~4. A fee listed on a school fee schedule is the maximum amount which may be charged per student for a class or school sponsored or supported activity including uniforms, travel, and clinics, regardless of whether the activity is labeled as curricular, co-curricular or extra-curricular. The actual amount charged may be less.~~

~~S. Fees for Classes and Activities During the Regular School Day~~

~~1. Elementary Schools~~

~~a. No fee may be charged in an elementary school for any regular school day activity including assemblies and field trips or for any snacks, materials, textbooks, instructional or school supplies, or fundraising such as “dress-down days” except as provided in Subsection 2 below.~~

~~1) BESD is structured to include grade 6 in the secondary schools. BESD will use the language of R277-407-3(3) in order to include those students in the secondary fee process.~~

~~b. An elementary school or teacher may provide to a student’s parent or guardian a suggested list of student supplies, as defined in this policy, for use during the regular school day so that a parent or guardian may furnish, on a voluntary basis, those supplies for student use. Such a list must include the following language:~~

~~*“Notice: The items on this list will be used during the regular school day. They may be brought from home on a voluntary basis, otherwise, they will be furnished by the school.”*~~

~~c. The school must provide any necessary school supplies not voluntarily furnished by a parent or guardian.~~

~~2. Secondary Schools~~

~~a. Fees may be charged in connection with an activity, class, or program provided, sponsored, or supported by a school for a student in a secondary school that takes place during the regular school day if the fee is on the Board approved fee schedule.~~

- ~~b. All fees are subject to the fee waiver provisions of this policy.~~
- ~~c. If a secondary class is established or approved, which requires payment of fees or purchase of items for students to participate fully and to have the opportunity to acquire all skills and knowledge required for full credit or highest grades, the fees or costs for the class must be approved by and appear on the Board fee schedule and shall be subject to the fee waiver provisions of this policy.~~
- ~~d. A school may require a secondary student to provide student supplies as defined in this policy.~~
- ~~e. If a school requires special shoes or items of clothing that meet specific requirements, including requesting a specific color, style, fabric, or imprint, the cost of the special shoes or items of clothing are considered a fee, and subject to fee waiver.~~
- ~~f. Schools may not charge a fee for:
 - ~~1) a textbook. A textbook fee may only be charged for concurrent enrollment or advanced placement courses, and these fees are subject to fee waivers.
 - ~~a) "Textbook" means instructional material necessary for participation in an activity, course or program, regardless of the format of the material including:
 - ~~i. books, printed materials, and consumable workbooks;~~
 - ~~ii. computer hardware, software, or digital content; and~~
 - ~~iii. cost of maintenance and replacement as a result of normal use. (This means a cost, payment or expenditure related to storing, repairing or keeping school equipment in good working condition. It does not include the cost related to end-of-life replacement.)~~~~~~
 - ~~2) "Textbook" does not include instructional equipment.~~~~
- ~~g. Remedial courses and credit recovery fees are subject to all school fee requirements. These fees shall be placed on the BESD fee schedule and are subject to fee waivers. Additionally, any instructional material provided for a student to complete a remedial course or credit recovery, is considered a textbook and shall be provided free of charge.~~

~~h. Schools may charge a fee for instructional equipment subject to fee waivers.~~

~~1) "Instructional equipment" means equipment or supplies required for a student to use as part of a secondary course that become the property of the student upon exiting the course.~~

~~2) "Instructional equipment" includes course related tools or instruments.~~

~~i. BESD may charge the cost to access software, digital content, or other instructional materials that are required as part of an activity, course or program. These fees are subject to fee waiver.~~

~~T. Project Related Courses~~

~~1. In project related courses, projects required for course completion shall be free to all elementary school students and included in the approved course fee and be waivable for secondary students.~~

~~2. A school may require a student at any grade level to provide materials or pay for an additional discretionary project if the student chooses and the course teacher approves a project in lieu of, or in addition to, a required classroom project. The additional costs for the alternate project are not subject to fee waiver.~~

~~3. A school shall avoid allowing high cost additional projects, particularly if authorization of an additional discretionary project results in pressure on a student by teachers or peers to also complete a similar high cost project.~~

~~4. A school or teacher may not require a student to select an additional project as a condition to enrolling, completing, or receiving the highest possible grade for a course.~~

~~U. School Activities Outside of the Regular School Day~~

~~1. Fees may be charged in connection with any school-sponsored program or activity, that does not take place during the regular school day, regardless of the age or grade level of the student, if:~~

~~a. participation in the activity is voluntary;~~

~~b. the fee is on the Board approved fee schedule;~~

- ~~c. the amount collected from the student is equal to or less than the maximum fee amount on the approved fee schedule;~~
 - ~~d. the fee revenue is collected in compliance with BESD financial policies;~~
 - ~~e. fee revenue is expended in compliance with the spend plan;~~
 - ~~f. the fee is subject to the fee waiver requirements; and~~
 - ~~g. for elementary schools, the student's participation in the activity does not affect a student's grade or ability to participate fully in any course taught during the regular school day.~~
- ~~2. Schools that provide, sponsor, or support an activity, class, or program outside of the regular school day or school calendar are subject to the provisions of this policy regardless of the time or season of the activity, class, or program.~~

~~V. Notice to Parents~~

- ~~1. Each school shall annually publish the Board's approved fee schedule, including fee maximums, and fee waiver policies on the school's website in an easily accessible location.~~
- ~~2. The parent of each student shall be provided a copy of the fee schedule, fee waiver policies, and the school fee documents required by Utah Admin. Code R277-407-6 annually in the school's registration materials and upon registration to the parent of a student who enrolls after the initial registration period.~~
- ~~3. Upon request, the school shall provide printed copies of school fee schedules, waiver policies, and documents to a parent or guardian who is unable or chooses not to access them through BESD or school website.~~
- ~~4. The administrator of a school shall make arrangements for a school representative to meet personally with each student's parent or family and make available an interpreter for the parent to understand the fee schedule and waiver policies when the student or parent's first language is a language other than English and BESD has not published the information in the parent's first language.~~

~~W. Fee Waivers~~

- ~~1. General Fee Waiver Provisions~~

- ~~a. "Waiver" or "fee waiver" means a full or partial release from the requirement or payment of a fee and from any provision in lieu of a fee payment.~~
- ~~b. All fees are subject to fee waiver unless specifically identified as a non-waivable charge in this policy or Utah Admin Code R277-407.~~
- ~~c. A school is not required to waive a non-waivable charge.~~
- ~~d. To ensure that no student is denied the opportunity to participate in a class or school-sponsored or supported activity because of an inability to pay a fee, each school will provide for adequate waivers or other provisions in lieu of fee waivers.~~
- ~~e. The process for obtaining a fee waiver, pursuing an alternative to fee waiver, or appealing the denial of a fee waiver shall be administered confidentially, fairly, objectively, without delay, and in a manner that avoids stigma, embarrassment, undue attention, and unreasonable burdens on students and parents.~~
- ~~f. A student receiving a fee waiver or other provisions in lieu of a fee shall not be treated differently from other students or identified to students, staff members, or other persons who do not need to know of the waiver.~~
- ~~g. Any requirement that a student pay a fee is suspended during any period in which the student's eligibility for a fee waiver is being determined or a denial of a fee waiver is being appealed.~~

~~2. Fee Waiver Eligible Charges~~

- ~~a. Fees for the following are waivable regardless of whether they are held during the regular school day, during the regular school year, outside of the regular school day, outside of the regular school year, or during the summer:~~
 - ~~1) An activity, class, or program that is:
 - ~~a) primarily intended to serve school-age children; and~~
 - ~~b) taught or administered, more than inconsequentially, by a school employee as part of the employee's assignment.~~~~
 - ~~2) An activity, class, or program that is explicitly or implicitly required:
 - ~~a) as a condition to receive a higher grade, or for successful completion of a school class or to receive credit, including a requirement for a student to~~~~

- ~~attend a concert or museum as part of a music or art class for extra credit;
or~~
- ~~b) as a condition to participate in a school activity, class, program, or team, including, a requirement for a student to participate in a summer camp or clinic for students who seek to participate on a school team, such as cheerleading, football, soccer, dance, or another team.~~
- ~~3) An activity or program that is promoted by a school employee, such as a coach, advisor, teacher, school-recognized volunteer, or similar person, during school hours where it could be reasonably understood that the school employee is acting in the employee's official capacity.~~
 - ~~4) Admission, entrance, or gate fees for student attendance to an event or activity provided, sponsored, or supported by BESD or a school including:
 - ~~a) athletic competitions;~~
 - ~~b) music or theater program performances; and~~
 - ~~c) parent teacher organization activities.~~~~
 - ~~5) An activity or program where full participation in the activity or program includes:
 - ~~a) travel for state or national educational experiences or competitions;~~
 - ~~b) debate camps or competitions; or~~
 - ~~c) music camps or competitions.~~~~
 - ~~6) A concurrent enrollment, CTE, or AP course.~~
 - ~~7) Activity clothing required to be worn by a student when participating as a club, school group, or team such as matching jackets, hoodies, t-shirts or other like clothing.~~
 - ~~8) Official curricular, co-curricular, and extra-curricular club or team uniforms that are required for student participation.~~

~~3. Non-waivable Charges~~

- ~~a. Non-waivable charges are costs, payments, or expenditures which are not considered to be school fees and are not subject to fee waivers.~~
- ~~1) Non-waivable charges include a personal discretionary charge or purchase for:~~
- ~~a) insurance, unless the insurance is required for a student to participate in an activity, class, or program;~~
 - ~~b) college credit related to the successful completion of a concurrent enrollment class or an advanced placement examination; and~~
 - ~~c) a personal consumable item such as a yearbook, class ring, letterman jacket or sweater, or other similar item, except when requested or required by a school as a condition to a student's participation.~~
- ~~2) Charges designated by Utah Code, federal law, or administrative rule not to be a fee are non-waivable charges including:~~
- ~~a) tuition for nonresident out-of-state students and foreign students, foreign student transcript translation fees and I-20 form processing charges;~~
 - ~~b) a charge for an activity, class, program, that meets the criteria of a noncurricular club as described in Utah Code Title 53G, Chapter 7, Part 7, Student Clubs;~~
 - ~~c) a charge for a school breakfast or lunch;~~
 - ~~d) a fine for improper use of school property, including a parking violation; or~~
 - ~~e) a fine for replacement of damaged or lost school property in accordance with Utah Code § 53G-7-501(6)(c), (9) (2020).~~
 - ~~i. If the student and the student's parent are unable to pay for damages or if it is determined by the school in consultation with the student's parent that the student's interests would not be served if the parent were to pay for the damages, the school may provide for a program of work the student may complete in lieu of the payment.~~
 - ~~ii. No fine may be assessed for damages which may be reasonably attributed to normal wear and tear.~~

~~4. Fee Waiver Administrator~~

- ~~a. The principal in each school shall designate at least one person at the appropriate administrative level to act as the "Fee Waiver Administrator." The designated individual shall:
 - ~~1) be trained in and have a knowledge and understanding of school fees, the fee waiver process, and student data privacy laws; and~~
 - ~~2) work in an appropriate setting to facilitate confidential conversations and documents.~~~~
- ~~b. The Fee Waiver Administrator shall be responsible to:
 - ~~1) review fee waiver applications and verification documents;~~
 - ~~2) grant or deny fee waiver requests;~~
 - ~~3) compile all logs and maintain fee waiver documents in compliance with the Family Educational Rights and Privacy Act (FERPA); and~~
 - ~~4) report fee waiver information.~~~~
- ~~c. The Fee Waiver Administrator's contact information will be available on the school's website with other school fee information and in student registration materials.~~
- ~~d. A student may not assist in the fee waiver approval process.~~

~~5. Fee Waiver Application Process~~

- ~~a. A school shall use the standardized state board school fees notice and fee waiver applications to inform parents of the process of obtaining a fee waiver.~~
- ~~b. The application for fee waiver shall be included on each school's website.~~
- ~~c. The fee waiver request process shall have no visible indicators that could lead to identification of fee waiver applicants.~~
- ~~d. A parent or student desiring to have one or more fees waived shall submit a completed fee waiver application and verification of eligibility to the Fee Waiver Administrator.~~

- ~~e. Fee waiver eligibility begins July 1 and continues through June 30 and must be completed annually.~~

~~6. Fee Waiver Eligibility Verification~~

- ~~a. A student is eligible for and will be granted a fee waiver if the Fee Waiver Administrator receives a completed application and verification of one of the following from the student or parent:~~
- ~~1) The student's family income qualifies under the levels set by the State Superintendent and the parent provides verification in the form of income statements, pay stubs, or tax returns:
 - ~~a) these levels are set to correspond to the income levels for the federal free lunch program and may be found at schools.utah.gov/school-fees on the fee waiver application form;~~
 - ~~b) all income received by the household is considered including salary, public assistance benefits, social security payments, pensions, unemployment compensation and child support payments.~~~~
 - ~~2) The student receives Supplemental Security Income (SSI) and the parent provides benefit verification documents from the Social Security Administration.~~
 - ~~3) If the student's family receives Temporary Assistance for Needy Families (TANF) or Supplemental Nutrition Assistance Program (SNAP) and the parent provides benefit verification from the Utah Department of Workforce Services for the period for which the fee waiver is sought which may be in the form of an electronic screenshot of eligibility determination or status.~~
 - ~~4) The student is in foster care through the Division of Child and Family Services; or is in state custody and the individual seeking the waiver provides the youth in care required intake form and school enrollment letter, provided by a case worker from the Utah Division of Child and Family Services or the Utah Juvenile Justice Department.~~
- ~~b. Fees may be retroactively waived if eligibility is determined to exist before the date of the fee waiver application.~~

~~Utah Admin. Rules R277-407-11(6) (July 11, 2023)~~

- ~~c. A school shall ensure that a fee waiver or other provision in lieu of fee waiver is available to any student whose parent is unable to pay.~~
 - ~~1) A Fee Waiver Administrator may grant a fee waiver to a student, on a case by case basis, who does not qualify for a fee waiver under the criteria above, but who, because of extenuating circumstances, is not reasonably capable of paying the fee.~~
 - ~~2) An opportunity will be provided for those requesting a fee waiver under this standard to meet privately with the Fee Waiver Administrator to discuss their situation and potential eligibility for fee waiver.~~
 - ~~3) Verification may be collected as appropriate for the situation.~~

~~7. Notification of Eligibility~~

- ~~a. After reviewing the documentation provided by the student and the student's parent, the Fee Waiver Administrator will approve or deny the fee waiver request.~~
- ~~b. The Fee Waiver Administrator shall not retain required fee waiver verification documents or copies of the verification documents but will keep the following information as a log or record:
 - ~~1) That the student's eligibility was verified;~~
 - ~~2) The name and position of the person who reviewed the verification documents;~~
 - ~~3) The date it was verified; and~~
 - ~~4) The type of documentation used to verify eligibility.~~~~
- ~~c. The Fee Waiver Administrator shall maintain documentation of the following:
 - ~~1) The school year the request was submitted;~~
 - ~~2) The type and amount of fees requested to be waived;~~
 - ~~3) Whether the request was approved or denied;~~
 - ~~4) If approved, the type and amount of fees which were waived.~~~~

- ~~d. The Fee Waiver Administrator shall provide written notice of the decision to grant or deny a fee waiver request to the student's parent using the standardized state board fee waiver decision and appeal form.~~
- ~~e. If a fee waiver request is denied, the written notice of decision shall include the reason the request was denied and a copy of the appeal process and appeal form.~~

~~8. Appeal of Fee Waiver Denial~~

- ~~a. A student or the student's parent may appeal the decision to deny a fee waiver request by completing and submitting the appeal form included with the denial or found on the school website to the principal or designee within 14 calendar days of receiving notice of denial.~~
- ~~b. A student or the student's parent may appeal the decision to deny a fee waiver request by completing and submitting the appeal form included with the denial or found on the school website to the principal within 14 calendar days of receiving notice of denial.~~
- ~~c. If after meeting with the school principal the waiver is still denied, the parent may appeal, in writing, within 14 calendar days of receiving notice of denial, to the BESD superintendent or designee.~~

~~X. Collection of School Fees~~

- ~~1. A school may make an installment payment plan available to a parent or student to pay for a fee, however, an installment payment plan may not be required in lieu of a fee waiver.~~
- ~~2. A student may not collect or receive student fees from other students or parents.~~
- ~~3. A school may pursue reasonable methods for collecting student fees, but may not, as a result of unpaid fees:
 - ~~a. exclude a student from a school, an activity, class, or program that is provided, sponsored, or supported by a school or BESD;~~
 - ~~b. refuse to issue a course grade; or~~~~

- ~~e. deny a former or current student receipt of official student records, including written or electronic class schedules, grade reports, class schedules, diplomas, or transcripts.~~
- ~~4. A school may impose a reasonable charge to cover the cost of duplicating, mailing, or transmitting transcripts and other school records.~~
- ~~5. A school may not charge for duplicating, mailing, or transmitting copies of school records to an elementary or secondary school in which a former student is enrolled or intends to enroll.~~
- ~~6. If a school's property has been lost or willfully cut, defaced, or otherwise damaged, the school may withhold the issuance of an official written grade report, diploma, or transcript of the student responsible for the damage or loss until the student or the student's parent has paid for the damages in accordance with Utah Code § 53G-8-212(2)(a).~~
- ~~7. BESD may exclude a student from participating in the graduation ceremony for unpaid fees.~~

~~Y. Fundraising~~

~~(R277-407-10(1) and R277-113 require every LEA governing board to establish a fundraising policy.)~~

- ~~1. Any fundraising activity must be approved and conducted in accordance with BESD Fundraising Policy.~~
 - ~~a. A school may not authorize, establish, or allow for required individual fundraising.~~
 - ~~b. A school may allow optional individual fundraising opportunities for students to raise money to offset the cost of the student's fees.~~
 - ~~c. A school may allow for group fundraisers.~~
- ~~2. A school shall not deny a student membership in or participation on a team or group or in an activity based on the student's non-participation in a fundraiser.~~
- ~~3. Schools seeking to use alternative methods of raising revenue must comply with BESD Policy 5310 Fundraising and Utah Admin. Code R277-113.~~

~~Z. Donations in Lieu of Fees~~

- ~~1. A school may not request or accept a donation in lieu of a fee from a student or parent unless the activity, class, or program for which the donation is solicited will otherwise be fully funded by the school or BESD and receipt of the donation will not affect participation by an individual student.~~
- ~~2. A donation is a fee if a student or parent is required to make the donation as a condition to the student's participation in an activity, class, or program.~~
- ~~3. BESD level actions to solicit or accept a donation or contribution must be in compliance with all Board policies, must clearly state that donations and contributions by a student or parent are voluntary, and may not place any undue burden on a student or family.~~
- ~~4. The BESD foundation may raise money to offset the cost attributed to granting fee waivers to students throughout BESD.~~
- ~~5. BESD shall direct donations provided to BESD through the BESD foundation in accordance with policies governing the BESD foundation.~~
- ~~6. BESD or a school may not accept a donation that would create a significant inequity among the schools within the BESD.~~

~~AA. School Reporting Requirements~~

- ~~1. Each school principal and BESD Board Chair shall submit a Certification of Compliance annually affirming compliance with the provisions of this policy.~~
- ~~2. The BESD Superintendent shall submit a Certification of Compliance annually affirming compliance with the provisions of this policy and submit the following forms:
 - ~~a. Student Fee Schedule with Spend Plan~~
 - ~~b. School Fee Policy~~
 - ~~c. School Fee Waiver Policy~~
 - ~~d. Notice of Fee Waiver Criteria provided by the BESD to student's parents~~~~
- ~~3. Each school shall maintain records and submit documentation to BESD staff annually of:~~

- ~~a. number of students enrolled as of October 1~~
- ~~b. number of students granted fee waivers~~
- ~~c. the number of students denied fee waivers~~
- ~~d. dollar amount of fees waived~~
- ~~e. number of students who worked in lieu of fee waivers~~
- ~~f. dollar amount of fees collected from students~~
- ~~g. dollar amount of fees collected from students for curricular activities~~
- ~~h. dollar amount of fees collected from students for co-curricular activities~~
- ~~i. dollar amount of fees collected from students for extra-curricular activities~~

~~BB.—Training~~

- ~~1. BESD superintendent shall provide for annual training of BESD and school employees on fee related policies enacted by the Board specific to each employee's job function.~~

~~CC.—Penalties for Violation of School Fee Policy~~

- ~~1. Any administrator, teacher, advisor or coach who knowingly violates the authorized fee schedule and financial policies as approved annually by the Board will be subject to disciplinary action.~~
- ~~2. Monies collected beyond the approved fee schedule will be refunded by the school back to the individual student(s).~~
- ~~3. If a school violates the authorized fee schedule and financial policy, BESD may impose the following:~~
 - ~~a. Issue a letter of reprimand to the individual(s) and/or school.~~
 - ~~b. The administrator, athletic director, teacher, coach/advisor, and/or the school may be assessed a fine not to exceed \$200.~~

~~e. Possibility of suspension or termination.~~

~~DD.—Definitions~~

~~1. Definitions applicable to this policy are intended to be consistent with Utah Admin. Code R277-407. In the case of a discrepancy, the administrative code shall prevail.~~

~~a. "Co-curricular activity" means an activity, course, or program, outside of school hours, that also includes a required regular school day program or curriculum and which is:~~

- ~~1) an extension of a curricular activity,~~
- ~~2) included in an instructional plan, and~~
- ~~3) conducted by a teacher or education professional.~~

~~b. "Curricular activity" means an activity, a course, or a program that is:~~

- ~~1) provided, sponsored, or supported by BESD; and~~
- ~~2) conducted only during school hours.~~

~~c. "Extra-curricular activity" means an activity or program for students, outside of the regular school day, that:~~

- ~~1) Is provided, sponsored or supported by BESD but is neither
 - ~~a) Directly related to delivering instruction; nor~~
 - ~~b) A curricular activity or a co-curricular activity.~~~~
- ~~2) supplements or compliments, but is not part of, BESD's required program or regular curriculum.~~

~~d. "Fundraiser," "fundraising," or "fundraising activity" means an activity or event provided, sponsored, or supported by a school that uses students to generate funds to raise money to:~~

- ~~1) provide financial support to a school or any of the school's classes, groups, teams, or programs; or~~

- ~~2) benefit a particular charity or for other charitable purposes.~~
- ~~e. "Fundraiser," "fundraising," or "fundraising activity" may include:~~
 - ~~1) the sale of goods or services;~~
 - ~~2) the solicitation of monetary contributions from individuals or businesses; or~~
 - ~~3) other lawful means or methods that use students to generate funds.~~
- ~~f. "Fundraiser," "fundraising," or "fundraising activity" does not include an alternative method of raising revenue without students.~~
- ~~g. "Group fundraiser" or "group fundraising" means a fundraising activity where the money raised is used for the mutual benefit of the group, team, or organization.~~
- ~~h. "Individual fundraiser" or "individual fundraising" means a fundraising activity where money is raised by each individual student to pay the individual student's fees.~~
- ~~i. "Noncurricular club" has the same meaning as that term is defined in Section 53G-7-701.~~
- ~~j. "Provided, sponsored, or supported by a school" means an activity, class, program, fundraiser, club, camp, clinic, or other event that:~~
 - ~~1) is authorized by BESD or school, according to local education board policy; or~~
 - ~~2) satisfies at least one of the following conditions:~~
 - ~~a) the activity, class, program, fundraiser, club, camp, clinic, or other event is managed or supervised by an BESD or school, or a BESD or school employee in the capacity of their District employment;~~
 - ~~b) the activity, class, program, fundraiser, club, camp, clinic, or other event uses, more than inconsequentially, BESD or school's facilities, equipment, or other school resources; or~~
 - ~~c) the activity, class, program, fund-raising event, club, camp, clinic, or other event is supported or subsidized, more than inconsequentially, by public funds, including the school's activity funds or minimum school program dollars.~~

- ~~k. "Provided, sponsored, or supported by a school" does not include an activity, class, or program that meets the criteria of a noncurricular club as described in Title 53G, Chapter 7, Part 7, Student Clubs.~~
- ~~l. "Provision in lieu of fee waiver" means an alternative to fee payment or waiver of fee payment.~~
- ~~m. "Provision in lieu of fee waiver" does not include a plan under which fees are paid in installments or under some other delayed payment arrangement.~~
- ~~n. "Regular school day" has the same meaning as the term "school day" described in Section R277-419-2(30) (May 22, 2023).~~
- ~~o. "Requested or required by BESD as a condition to a student's participation" means something of monetary value that is impliedly or explicitly mandated or necessary for a student, parent, or family to provide so that a student may:~~
- ~~1) fully participate in school or in a school activity, class, or program;~~
 - ~~2) successfully complete a school class for the highest grade; or~~
 - ~~3) avoid a direct or indirect limitation on full participation in a school activity, class, or program, including limitations created by:~~
 - ~~a) peer pressure, shaming, stigmatizing, bullying, or the like; or~~
 - ~~b) withholding or curtailing any privilege that is otherwise provided to any other student.~~
- ~~p. "Something of monetary value" means a charge, expense, deposit, rental, fine, or payment, regardless of how the payment is termed, described, requested or required directly or indirectly, in the form of money, goods or services.~~
- ~~q. "Something of monetary value" includes:~~
- ~~1) charges or expenditures for a school field trip or activity trip, including related transportation, food, lodging, and admission charges;~~
 - ~~2) payments made to a third party that provide a part of a school activity, class, or program;~~

- ~~3) classroom supplies or materials; and~~
 - ~~4) a fine, except for a student fine specifically approved by BESD for:
 - ~~a) failing to return school property;~~
 - ~~b) losing, wasting, or damaging private or school property through intentional, careless, or irresponsible behavior; or~~
 - ~~c) improper use of school property, including a parking violation~~
 - ~~d) It does not include a payment or charge for damages which may be reasonably attributed to normal wear and tear.~~~~
- ~~*Utah Admin. Rules R277-407(20)(c) (July 11, 2023)*~~
- ~~r. "Student supplies" means items which are the personal property of a student which, although used in the instructional process, are also commonly purchased and used by persons not enrolled in the class or activity in question and have a high probability of regular use in other than school-sponsored activities.~~
 - ~~s. "Student supplies" include:
 - ~~1) pencils;~~
 - ~~2) paper;~~
 - ~~3) notebooks;~~
 - ~~4) crayons;~~
 - ~~5) scissors;~~
 - ~~6) basic clothing for healthy lifestyle classes;~~
 - ~~7) clothing that is commonly found in students' homes, and~~
 - ~~8) similar personal or consumable items over which a student retains ownership.~~~~
 - ~~t. "Student supplies" does not include items listed above if the requirement from the school for the student supply includes specific requirements such as brand, color,~~

Policy 5230
Amended
February 14, 2024
First Reading
October 8, 2025
Second Reading
November 12, 2025

~~or a special imprint in order to create a uniform appearance not related to basic function.~~

EE.—References

~~[Utah Code § 53G-6-402\(5\) — Open enrollment options — processing fee.](#)~~
~~[Utah Code § 53G-6-604 — Requirement of school record for transfer of student.](#)~~
~~[Utah Code § 53G-8-212 — Defacing or damaging school property — Student's liability — Work program alternative.](#)~~
~~[Utah Code Title 53G, Chapter 7, Part 5 — Student Fees](#)~~
~~[Utah Code Title 53G, Chapter 7, Part 6 — Textbook Fees](#)~~
~~[Utah Code Title 53G, Chapter 7, Part 7 — Student Clubs](#)~~
~~[Utah Code Title 53G, Chapter 7, Part 8 — School Uniforms](#)~~
~~[Utah Administrative Code R277-113 — LEA Fiscal and Auditing Policies Part 7 — School Sponsored Activities](#)~~
~~[Utah Administrative Code R277-407 — School Fees](#)~~
~~[Utah Administrative Code R277-713 — Concurrent Enrollment of High School Students in College Courses.](#)~~
~~[Permanent Injunction Civil No. 920903376](#)~~

FF.Forms

~~[Fee Waiver Forms](#)~~

POLICY 5390

Kindergarten Student Toilet Training

A. Definition of “Toilet Trained”

1. “Toilet trained” means that a child can:
 - a. Communicate the need to use the bathroom to an adult;
 - b. Sit down on a toilet;
 - c. Use the toilet without assistance;
 - d. Undress and dress as necessary; and
 - e. Tend to personal hygienic needs after toileting.
2. If an accident occurs, a toilet trained child can independently tend to hygienic needs and change clothes. A child is not toilet trained if the child **does not meet these standards or** has accidents with sufficient frequency to impact the educational experience of the child or the child’s peers, as determined by the District.

[Utah Code § 53G-7-203\(6\) \(2025\)](#)

[Utah Admin. Rules R277-631-2 \(March 10, 2025\)](#)

B. Toilet Training Requirement for **Kindergarten School** Enrollment

1. A student may not be enrolled in **kindergarten school** unless the student is toilet trained. **However, the student shall be enrolled if or** the student’s lack of toilet training results from a condition **that is subject to federal child find requirements or is** addressed by an Individualized Education Program (IEP) or Section 504 Plan **that includes toilet training as a component**. Prior to enrollment, the parent of each student to be enrolled shall provide assurance to the District that the student is toilet trained using the Confirmation of Toilet Training form contained in this Policy.

[Utah Code § 53G-7-203\(6\)\(a\), \(c\) \(2025\)](#)

[Utah Admin. Rules R277-631-3\(1\), \(2\) \(March 10, 2025\)](#)

C. Addressing the Needs of Students Who are Not Toilet Trained

1. When a ~~kindergarten~~ student is determined to not be toilet trained, the District shall:
 - a. consider whether the student's delay in toileting capability may be a sign of a disability that could impact the student's education and if appropriate shall conduct an initial evaluation under IDEA;
 - b. Refer the student and the student's parent to a school social worker or counselor:
 - 1) To provide additional family supports and resources; and
 - 2) To create an individualized plan to address the student's needs;
 - c. Establish the circumstances, if appropriate, under which a parent or a parent's adult designee may aid in toilet training; and
 - d. Coordinate with appropriate District personnel and parents to reintegrate the student, as appropriate, once the student has become toilet trained.

~~[Utah Code § 53G-7-203\(6\)\(c\) \(2024\)](#)~~

[Utah Admin. Rules R277-631-3\(3\) \(March 10, 2025\)](#)

FORM
CONFIRMATION OF TOILET TRAINING

I am the parent of _____ (name of prospective student). I understand that toilet training (as defined below) is a precondition for my child to be enrolled in school unless my child's delay in toileting is a result of a condition that is a disability or is addressed in an Individualized Education Program (IEP) or a Section 504 Plan that includes toilet training as a component.

"Toilet trained" means that a child can do all of the following:

1. Communicate the need to use the bathroom to an adult;
2. Sit down on a toilet;
3. Use the toilet without assistance;
4. Undress and dress as necessary;
5. Tend to personal hygienic needs after toileting; and
6. If an accident occurs, independently tend to hygienic needs and change clothes.

Select one of the following:

___ I confirm that my child is toilet trained, as that is defined above.

___ I confirm that my child is not toilet trained, as that is defined above, but this is because of a condition that is addressed in an existing IEP or Section 504 Plan for my child.

___ I confirm that my child is not toilet trained, as that is defined above, but I believe this is or may be because of a disability of some kind and I would like the District to evaluate whether an IEP or Section 504 Plan may be appropriate.

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 6015

School Community Councils

- A. Each public school in the District, in consultation with the School Board, shall establish a school community council at the school building level.
- B. A school or District administrator may not prohibit or discourage a community council from discussing issues, or offering advice or recommendations, regarding the school and its programs, school district programs, the curriculum, or the community environment for students.
- C. The Board may ask school community councils for information to inform Board decisions and may also ask school community councils to address local issues at the school community council level before bringing those issues to the Board.
- D. The Board shall report approval dates of required plans (listed below) to the State Board of Education.

[Utah Code § 53G-7-1202\(1\)\(d\), \(2\) \(2024\)](#)

E. Purposes of Community Councils:

- 1. The purposes of school community councils are to involve parents of students in decision making at the school level, improve the quality of education of students, prudently expend School LAND Trust Program money, and increase public awareness of school trust lands and related land policies, management of the State School Fund, and educational excellence.

[Utah Code § 53G-7-1202\(2\) \(2024\)](#)

F. Composition of Councils

- 1. Each school community council shall consist of school employees (including the school's principal) and parents of students who are attending the school.
- 2. The recommended composition of school community councils for high schools is six parent members and four school employee members (including the principal). The recommended composition of school community councils for other schools is four parent members and two employee members (including the principal). The school

community council is not required to have the recommended composition and can by majority vote of a quorum of the council determine how many members the council will have, provided that there are at least two school employee members and at least two more parent members than school employee members.

3. The number of parent members of a school community council who are not educators employed by the school district shall exceed the number of parent members who are educators employed by the school district. If, after an election, the number of parent members who are not educators employed by the school district does not exceed the number of parent members who are educators employed by the school district, the parent members of the school community council shall appoint one or more parent members to the school community council so that the number of parent members who are not educators employed by the school district exceeds the number of parent members who are educators employed by the school district.
4. Each community council shall elect a chair from its parent members and a vice chair from its parent members or school employee members other than the principal.

[Utah Code § 53G-7-1202\(4\), \(5\)\(j\) \(2024\)](#)

G. Notice of Available Community Council Positions

1. At least 10 days before the date of a community council election, the principal of the school or designee shall provide notice to each school employee or parent of the opportunity to vote in, and run as a candidate in, the election. The notice shall include:
 - a. The dates, times, and location of the election;
 - b. A list of council positions that are up for election;
 - c. Instructions for becoming a candidate for a community council position;
 - d. The location where a ballot may be cast; and
 - e. The means by which a ballot may be cast, whether in person, by mail, or by electronic transfer.
2. At least once per year, on or before October 20, the principal shall post on the school website

- a. an invitation to parents to serve on the school community council;
- b. the dollar amount the school receives each year from that program;
- c. a copy or link to the school's current Teacher and Student Success Plan;
- d. approved minutes of the school's council meetings for at least a year;
- e. a proposed council meeting schedule for the year;
- f. a means to directly contact the members of the school community council;
- g. a copy or a link to the school's plan or final report for the most recent two years, consistent with [Utah Code § 53G-7-1206](#);
- h. and a copy of or link to the school's current year plan.

[Utah Code § 53G-7-1202\(5\)\(c\) \(2024\)](#)

[Utah Admin. Rules R277-491-3\(1\) \(July 22, 2022\)](#)

[Utah Admin. Rules R277-491-4\(2\) \(July 22, 2022\)](#)

H. Selection of School Employee Members

1. The principal shall serve as an ex officio member with full voting privileges. A school administrator may not serve as chair or vice chair of the school community council.
2. Employee members shall be elected by secret ballot by a majority vote of the school employees. The employee member election shall be held in the same season as the election for parent or guardian members. The principal, or the principal's designee, shall oversee the elections. Results of the election shall be made available to the public upon request.
3. If the number of employee candidates is less than or equal to the number of open employee positions, no election is required.
4. If an employee position on the council remains unfilled following an election or after appointment when no election is required, the other employee members of the council shall appoint an employee to fill the position.

[Utah Code § 53G-7-1202\(5\)\(a\), \(d\), \(e\)\(ii\) \(2024\)](#)

I. Selection of Parent Members

1. Parent members shall be elected by secret ballot by a majority vote of those voting in an election held at the school. Only parents of students attending the school are eligible to vote in this election. However, when elections are held in the spring, parents of students who will be attending the school in the fall are eligible to vote and to be candidates. Ballots cast in this election shall be deposited in a secure ballot box.
2. If the number of parent candidates is less than or equal to the number of open parent positions, no election is required.
3. School community councils may establish procedures that allow for ballots to be clearly marked and mailed to the school in the case of geography or school distances that would otherwise discourage parent participation. Hand-delivered or mailed ballots shall meet the same timelines for voters voting in person. Schools may allow parents to vote by electronic ballot through a District-approved election process consistent with this policy. If a school allows voting by electronic means, the opportunity shall be clearly explained on the school's website including:
 - a. directions for electronic voting;
 - b. security provisions for electronic voting;
 - c. a statement to parents and community members that violations of a school's voting procedures may disqualify a parent's vote or invalidate an election, or both.
4. The principal, or the principal's designee, shall oversee the elections. Results of the election shall be made available to the public upon request. Following the election, the principal shall enter and electronically sign a principal's assurance on the School LAND Trust website, affirming the school community council's election, that unfilled positions were filled by appointment as necessary (consistent with [Utah Code § 53G-7-1202\(5\)](#)), and that the council's bylaws or procedures comply with law.

[Utah Admin. Rules R277-491-4\(1\) \(July 22, 2022\)](#)
[Utah Admin. Rules R277-491-3\(3\)\(a\) \(July 22, 2022\)](#)
5. Any parent who qualifies to be a candidate may file or declare himself or herself as a candidate for election to the council. An individual qualifies to be a candidate if she or he is the parent of a student who will be enrolled at the school during the parent's term of office; however, if the parent is also an educator employed at the school, the parent is not eligible to be a "parent" candidate or member of the council.

6. The election for the parent members shall be held in the spring or in the fall, as determined by each school's principal. However, once the election season has been determined, it must remain the same for at least four years before it can be changed.
7. Spring elections for parent members shall be scheduled by the principal on a date or dates such that the election is completed before the last week of school. For spring elections, the school community council shall attempt to notify the parents of incoming students of the opportunity to run for the council and shall provide those parents with the opportunity to vote in the election.
8. Fall elections for parent members shall be scheduled by the principal on a date or dates near the beginning of the school year.
9. If a parent position on the council remains unfilled following an election or after appointment when no election is required, the other parent members of the council shall appoint a parent who meets the above qualifications to fill the position.

[Utah Code § 53G-7-1202 \(2040\)](#)

J. Term of Office

1. Elected or appointed members of the council shall serve a two year term beginning either the first day of the school year (for spring elections) or on November 1 (for fall elections). However, terms shall be staggered so that no more than approximately half of council members stand for election in any one year. A member's term shall be extended as needed until his or her replacement's term begins (for example, to avoid a gap that would result from a shift from one election season to the other). A school community council member may serve successive terms so long as the member continues to meet the eligibility requirements to be a parent member or an employee member. If a change to a statute or regulation affects the composition of the council, a council member who was elected or appointed before the change may complete the term to which she or he was elected.

[Utah Code § 53G-7-1202 \(2024\)](#)

[Utah Admin. Rules R277-491-3\(4\) \(July 22, 2022\)](#)

K. Updating Council Membership

1. By or before October 20 of each year, the principal shall enter the names of the council members on the state School LAND Trust Program website.

[Utah Code § 53G-7-1202\(5\)\(g\) \(2024\)](#)

L. Duties of Councils

1. Each school community council shall advise and make recommendations to the school, school district administrators, and the local school board regarding the school and its programs, school district programs, and other issues relating to the community environment for students. School community councils shall report on a plan at least annually to the Board and shall cooperate with State Board of Education monitoring and audits. Councils may also advise and inform the Board and other members of the school community regarding the uses of School LAND Trust Program funds. They shall also encourage participation on the council and may recruit potential applicants to apply for open council positions. Councils shall establish clear written procedures which govern removal from office of members who move away or who consistently do not attend meetings, as well as additional clarifications to assist in the efficient operation of the council consistent with the law and with Board rule.

[Utah Code § 53G-7-1202\(2\) \(2024\)](#)

[Utah Admin. Rules R277-491-6\(1\)\(b\)\(iii\), \(2\) \(July 22, 2022\)](#)

2. Each school community council shall also:
 - a. Create a School LAND Trust Program and LAND Trust plan for the school in accordance with [§ 53G-7-1206](#); and
 - b. Advise and make recommendations to school and district administrators and the school board regarding the school and its programs, school district programs, a child access routing plan in accordance with [§ 53G-4-402](#), safe technology use and digital citizenship, the school's positive behaviors plan, and other issues relating to the community environment for students.

[Utah Code §53G-7-1202\(3\) \(2024\)](#)

3. Each school community shall also provide for education and awareness on safe technology use and digital citizenship that empowers students to make smart media and online choices and students' parents or guardians to know how to discuss safe technology use with their students. ("Digital citizenship" means the norms of appropriate, responsible, and healthy behavior related to technology use, including digital literacy, ethics, etiquette, and security.) Each school community council shall also partner with the school's principal or other administrators to ensure that adequate on- and off-campus Internet filtering is installed and consistently configured to prevent viewing of harmful content by students and school personnel.

Each school community council shall also work with students, families, and educators to incorporate safety principles at the school and hold at least an annual discussion with the school's principal and District administrators regarding safety principles at the school and District level in order to coordinate the school community council's effort to develop and incorporate safety principles at the school. ("Safety principles" means safety principles that, when incorporated into programs and resources, impact academic achievement by strengthening a safe and wholesome learning environment, including continual efforts for safe technology utilization and digital citizenship.) To fulfill these duties, a school community council may create a subcommittee and may also partner with one or more non-profit organizations.

[Utah Code § 53G-7-1202\(1\)\(a\), \(e\) \(3\)\(a\)\(iii\), \(iv\), \(v\), \(b\) \(2024\)](#)

4. To assist the community council in fulfilling these responsibilities, the principal shall annually provide the council with a report which summarizes the current safety principles and practices used by the District and school regarding technology and digital citizenship, including
 - a. information on internet filtering protocols for school and District devices which access the internet,
 - b. instructional practices, monitoring, and reporting procedures, and
 - c. required internet safety training provided to a student and parent by the school or the District.

[Utah Admin. Rules R277-491-6\(3\) \(July 22, 2022\)](#)

M. Duties of Council Chair

1. With respect to meetings, the school community council chair (or designee) shall:
 - a. Set each meeting's agenda;
 - b. Conduct each meeting according to the council's rules;
 - c. Keep written minutes which meet the requirements of this policy and law; and
 - d. Welcome and encourage public participation.
2. The chair shall also inform council members about resources available on the School LAND Trust website.

[Utah Admin. Rules R277-491-5\(2\) \(July 22, 2022\)](#)

N. Community Council Meeting Procedures

1. Each community council shall adopt rules of order and procedure to govern its meetings which prescribe parliamentary procedure, ethical behavior, and civil discourse. The council's meetings shall be conducted in accordance with these rules. These rules shall also outline the process for
 - a. electing the school community council (including the number of parent members and school employee members and member positions beginning in odd years or even years to ensure half of the council member positions are open for election each year),
 - b. selecting a chair and vice chair
 - c. removing from office a member who moves away or fails to attend meetings regularly, and
 - d. for a member to declare a conflict of interest **by completing the School Community Council Conflict of Interest Form.**
2. Copies of these rules shall be made available at each meeting of the council and shall be posted on the school's website.

[Utah Code § 53G-7-1203\(9\) \(2021\)](#)

[Utah Admin. Rules R277-491-6\(1\) \(July 22, 2022\)](#)

O. Community Council Training

1. The superintendent or designee shall provide annual training to the community councils of the District. This training shall include education of the chair and vice chair regarding their responsibilities, informing council members about the resources available on the state School LAND Trust website, and educating the members about the following statutes which govern school community councils: [Utah Code § 53G-7-1202](#) (relating to the establishment, composition, and duties of community councils); [Utah Code § 53G-7-1203](#) (regarding open meeting requirements applicable to community councils); and [Utah Code § 53G-7-1206](#) (regarding the School LAND Trust program).

[Utah Code § 53G-7-1202\(8\) \(2024\)](#)

P. Community Councils Open Meetings Requirements

1. School community councils are not a “public body” subject to the requirements of and are exempt from the [Utah Open and Public Meetings Act](#). However, a school community council shall conduct its business in an open and transparent manner according to the following requirements:
 - a. A meeting of a school community council is open to the public.
 - b. A school community council shall, at least one week prior to a meeting, post the following information on the school's website:
 - 1) a notice of the meeting, time, and place;
 - 2) an agenda for the meeting; and
 - 3) the minutes of the previous meeting.
 - c. An agenda required under [Utah Code 52-4-202](#) shall provide reasonable specificity to notify the public as to the topics to be considered at the meeting. Each topic shall be listed under an agenda item on the meeting agenda.
 - d. The notice requirement of [Utah Code 52-4-202](#) may be disregarded and an emergency meeting held if:
 - 1) because of unforeseen circumstances it is necessary for a school community council to hold an emergency meeting to consider matters of an emergency or urgent nature; and
 - 2) the school community council gives the best notice practicable of:
 - a) the time and place of the emergency meeting; and
 - b) the topics to be considered at the emergency meeting.
 - e. An emergency meeting of a school community council may not be held unless:
 - 1) an attempt has been made to notify all the members of the school community council; and

- 2) a majority of the members of the school community council approve the meeting.
- f. A school community council may not take final action on a topic in a meeting unless the topic is:
 - 1) listed under an agenda item as required by [Utah Code 52-4-202](#); and
 - 2) included with the advance public notice required by [Utah Code 52-4-202](#).
 - g. Written minutes shall be kept of a school community council meeting.
 - h. Written minutes of a school community council meeting shall include:
 - 1) the date, time, and place of the meeting;
 - 2) the names of members present and absent;
 - 3) a brief statement of the matters proposed, discussed, or decided;
 - 4) a record, by individual member, of each vote taken;
 - 5) the name of each person who:
 - a) is not a member of the school community council; and
 - b) after being recognized by the chair, provided testimony or comments to the school community council;
 - c) the substance, in brief, of the testimony or comments provided; and
 - d) any other information that is a record of the proceedings of the meeting that any member requests be entered in the minutes.
 - i. The written minutes of a school community council meeting are a public record under [Title 63G, Chapter 2](#), Government Records Access and Management Act and shall be retained for three years.

[Utah Code § 52-4-103\(7\)\(c\)\(iii\) \(2025\)](#)
[Utah Code § 53G-7-1203 \(2021\)](#)

Q. School LAND Trust Program

1. The LAND trust plan is a school's plan to use School LAND Trust Program money to implement a component of the school's teacher and student success plan, including a description of programs, practices, materials or equipment needed to implement the **component of the** plan.
2. The program developed by the council to use the School LAND Trust funds is subject to the approval of the Board of Education. The program, as approved by the Board of Education, shall be implemented by the school. The school shall provide ongoing support for the council's plan **and responsibilities**. The school shall also publicize to its patrons and the general public how the School LAND Trust funds were used to implement a component of the teacher and student success plan and the results of those efforts. The principal shall ensure that the school website fully communicates how parents can directly influence expenditure of School LAND Trust Program funds and includes the dollar amount of funds received by the school each year. Also, the school shall prepare and post on the state School LAND Trust Program **reporting** website an annual report before the council submits a plan for the following year which details the use of School LAND Trust funds and which assesses the results obtained from the use of those funds. (To assist with this annual report, the District shall record expenditures of School LAND Trust Program funds through a financial reporting system identified by the State Board of Education.) A summary of this report shall be provided to parents or guardians of students who attend the school.
3. The council shall create and vote to adopt a LAND trust plan in a meeting of the school community council at which a quorum is present.
4. If a majority of the quorum votes to adopt a LAND trust plan, the LAND trust plan is adopted.
 - a. A school community council shall:
 - 1) post a LAND trust plan that is adopted on the state School LAND Trust Program **reporting** website; and
 - 2) include with the LAND trust plan a report noting the number of community council members who voted for or against the approval of the LAND trust plan and number of members who were absent for the vote.
5. The Board of Education shall approve or disapprove the LAND trust plan. If the Board of Education disapproves a LAND trust plan, the Board will provide a written

explanation of the reasons for disapproval and request the council to revise the plan and the council shall submit a revised plan to the Board of Education for approval.

6. Once the Board of Education has approved a LAND trust plan, the school community council may amend the plan by majority vote of the council subject to Board of Education approval.
7. The school shall implement the program as approved, provide ongoing support for the ~~program~~ **council's plan and responsibilities**, and meet State Board of Education reporting requirements regarding financial and performance accountability of the program.

[Utah Code § 53G-7-1206 \(2025\)](#)

[Utah Code § 53G-7-1305\(4\) \(2019\)](#)

8. The president of the Board of Education shall ensure that the members of the Board are provided annual training on the School LAND Trust Program and its requirements.

[Utah Code § 53G-7-1206 \(2025\)](#)

R. Permissible uses of School LAND Trust Program funds

1. School LAND Trust Program expenditures shall have a direct impact on the instruction of students in the particular school's areas of most crucial academic need and consistent with the academic priorities of the Board of Education to increase achievement in English, language arts, mathematics, and science, and for secondary schools to increase graduation rates and promote college and career readiness. The school community council shall review school wide assessment data annually and use School LAND Trust Program funds in data-driven and evidence-based ways to improve educational outcomes, consistent with the academic goals of the school's teacher and student success plan framework and the priorities of the Board of Education. This includes strategies that are measurable and show academic outcomes with multi-tiered systems of support and counselors and educators working with students and families on academic and behavioral issues when a direct impact on academic achievement can be measured.
2. School LAND Trust Program funds may not be used for
 - a. costs related to district or school administration, including accreditation,

- b. expenses for construction, maintenance, facilities, overhead, furniture, **storage of student personal property**, security, or athletics, or
 - c. expenses for non-academic in-school, co-curricular, or extracurricular activities.
3. A school that demonstrates appropriate progress and achievement consistent with the academic priorities of the Board of Education may request Board approval of a plan to address other academic goals if the plan includes
 - a. how the goal is in accordance with the core standards established by the State Board of Education in [Utah Administrative Rules R277-700](#).
 - b. how the action plan for the goal is data-driven, evidence based, and has a direct impact on the instruction of students consistent with the requirements above,
 - c. the data driving the decision to spend the School LAND Trust Program funds for these academic needs, and
 - d. the anticipated data source the school will use to measure progress.
 4. Student incentives implemented as part of an academic goal in the School LAND Trust Program may not exceed \$2 per awarded student in an academic school year.

[Utah Admin. Rules R277-477-45 \(October 8, 2024\)](#)

S. Child Access Routing Plan

1. Each school community council shall annually develop a child access routing plan for its school and submit it to the school traffic safety committee.

[Utah Code § 53G-4-402\(19\)\(c\)\(i\) \(2025\)](#)

[Utah Code § 53G-7-1202\(3\)\(a\)\(ii\)\(C\) \(2024\)](#)

T. Subcommittees and Task Forces

1. A school community council may create subcommittees or task forces to advise the council or make recommendations to the council, or to develop all or part of the plans that the council's duties require it to prepare. However, any plan or portion thereof developed by a subcommittee or task force shall be subject to the approval of the council.

2. A school community council may appoint individuals who are not members of the council to serve on a subcommittee or task force (including parents, school employees, or other community members).

[Utah Code § 53G-7-1202\(6\) \(2024\)](#)

Box Elder School District

Conflict of Interest Disclosure Form

Receiving Compensation for Assistance in Transaction Involving a Government Agency
Pursuant to Utah Code § 67-16-3(1) and § 67-16-6 (2024)

Instructions:

Complete and submit this form to the principal. This disclosure must be filed no later than 10 days after entering into an agreement or receiving compensation, whichever occurs first.

- I do have a conflict of interest to declare. I have no conflicts of interest to declare.

1. Employee Information

- Name: _____
- Address: _____

2. District Information

- District Name: _____

3. Assisted Person or Business Entity

- Name: _____
- Address: _____

4. Description of Transaction and Services

- Brief description of the transaction:
-

- Nature of the service performed or to be performed:
-

Sworn Statement

I, the undersigned, hereby declare under penalty of perjury that the information provided above is true and accurate to the best of my knowledge. I understand that this disclosure is required by law and that failure to comply may result in disciplinary action and/or legal penalties.

Signature: _____ Date: _____

Policy 6045

Board of Education Hotline

A. Establishment of **District** Hotline

1. The Board of Education has established a hotline to provide an avenue for citizens, including District employees and contractors, to report improper governmental activities including:
 - a. Waste or misuse of public funds, property, or manpower
 - b. Violations of a law, rule, or regulation applicable to the government
 - c. Gross mismanagement
 - d. Abuse of authority
 - e. Unethical conduct

[Utah Admin. Rules R277-123-2\(3\) \(June 9, 2025\)](#)

[Utah Admin. Rules R277-123-4 \(June 9, 2025\)](#)

B. Filing a Complaint

1. Complaints should be submitted in writing using the attached form. Complainants should also submit any evidence that supports the complaint. Essential information includes specifics on “who, what, where, when” as well as any other details that may be important such as information on other witnesses, documents, and pertinent evidence. ~~Due to limited resources the Board of Education is unable to accept complaints that are not supported by evidence or provide a means for us to investigate the problem further.~~ At a minimum, please use the form as a guide to ensure the necessary information is provided. Submit complaints **using the hotline link on the District or school website or** via the following methods:

Email: audit@besd.net

US Mail:
Box Elder School District

Board of Education Hotline
960 S Main St
Brigham City, UT 84302

2. Complainants may call the hotline at (435) 734-4850 for more information.

C. Processing of Hotline Complaints

1. After receipt of the complaint, the **Board of Education will appoint an investigator to review the** allegation and any evidence provided by the complainant will be reviewed. The list below represents some of the factors that are considered during the screening and prioritization process.
 - a. Does the complaint involve actions by a person subject to the Board of Education's authority?
 - b. Does the complaint pertain to improper governmental activities? Disagreements with administration decisions or actions taken by Board members that are within the law will not be investigated.
 - c. Has the complainant taken appropriate steps to resolve the issue with the District? If the District is not responsive, the concern relates to District administration, or the complainant desires anonymity, consideration will be increased.
 - d. What is the timing and frequency of alleged improper activity? Allegations of improper activities that are recent and/or on-going may receive a higher priority.
 - e. Should the allegation be investigated by another entity? Are there other agencies that have oversight of the complaint? Is a member of the Board of Education or the audit committee being accused?
 - f. Can the complaint be efficiently and effectively investigated? Overly broad or vague complaints or complaints where evidence is unavailable may be declined or receive a low priority.
2. The **investigator communicates to the Board of Education** ~~Audit Committee will review:~~
 - a. The allegation of the complaint

- b. Any facts supporting or refuting the complaint
 - c. A recommendation based upon preliminary inquiry
 3. The ~~Audit Committee~~ Board of Education decides the appropriate next action (if a member of the ~~Audit Committee~~ Board of Education is the subject of the complaint they may not be included in this process):
 - a. Discontinue the investigation
 - b. Any facts supporting or refuting the complaint
 - c. A recommendation based upon preliminary inquiry
 4. If the investigation proceeds, the ~~Audit Committee~~ Board of Education sets the following:
 - a. Time and resource budget
 - b. Scope of the audit
 5. ~~The investigator completes the investigation~~ ~~Audit is completed~~
 6. ~~The investigator creates a~~ report ~~is created~~ outlining the work performed and conclusions
 7. ~~The investigator provides the~~ report ~~is provided~~ to the ~~Audit Committee~~ Board of Education
 - ~~8. The Audit Committee reports investigation results to the Board of Education.~~
 9. The Board of Education addresses any findings noted in the report.
- D. ~~Processing of Hotline Complaints Received from USBE~~
 1. ~~Hotline complaints which are received by referral from the Internal Audit Department of the Utah State Board of Education will be processed as provided above for hotline complaints initially submitted to the Board of Education and then, within 45 days of receiving the referral from the Internal Audit Department, provides an update or summary of the status of the matter to the Internal Audit Department.~~

[Utah Admin. Rules R277-123-4\(5\) – \(7\) \(June 9, 2025\)](#)

2. Once complaints have been addressed, appropriate information will be shared with the Board of Education in a closed session to discuss personnel.

E. Whistleblower Protection

1. [Utah Code § 67-21-3](#) prohibits public employers (such as the District) from taking retaliatory action against their employees for reporting government waste or violations of law in good faith, to the appropriate authorities. A District employee is presumed to have communicated in good faith if the employee has given written notice or otherwise formally communicated the conduct to the Board of Education, a member of the Board of Education, the Superintendent, or to a government official with authority to audit the District.

[Utah Code § 67-21-3\(1\)\(a\), \(b\)\(vi\) \(2022\)](#)

Report a Concern Hotline Reporting Form

Email completed form to: audit@besd.net

Or Mail to:

Board of Education
Box Elder School District
Attn: Internal Audit
960 S Main St
Brigham City, UT 84302

Complainant Information:

Complaint to remain anonymous? Yes ___ No ___
Complainant would like a response? Yes ___ No ___

Contact Type: Parent
 Student
 Public Education Employee
 Other

Complainant Name: _____

Check One

Elected Official _____

District Employee _____

Citizen/Contractor _____

Date Submitted _____

Name:

Home Address _____

Phone/cell/email _____

School Name:

Work Address and information (if applicable) _____

Information Concerning the Complaint (Please complete one form for each separate complaint)

Each improper action should be noted separately and supported with reliable and sufficient evidence. Supplying detailed information contributes to a thorough and efficient investigation. This form is designed to help you supply the needed information.

Who is the person(s) the complaint is against? (Please provide name, position, school, and phone number.)

Who is the ~~above~~ person's supervisor? (Please provide name, position, ~~district or school, and phone number. Also, supervisor's name, position, and phone number.~~)
~~Please describe your complaint or the activity you are reporting in detail. Include places, dates, times and frequency of the event.~~

What is the assertion of improper governmental activity? Please describe in detail.

When did the event(s) take place? Please include dates, time, and frequency.

Where did the event(s) occur?

Are there any other persons who might provide information or who witnessed the event? If so, what are their names, positions, and their contact information? ~~Has this activity been reported to anyone else? (If reported, please include who it was reported to, the date it was reported and attach any relevant documentation below.)~~

Is there evidence that can be examined or documentation that can be reviewed? (Please provide documentation you have.)

How do you know about the improper action? Did you see it occur? Did you see documentation indicating the event occurred? ~~Did you hear about it from someone else?~~

~~Do you know the source of funding involved or W~~What specific law or state regulation has been violated?

Please attach to the email supporting documentation, details and ANY and ALL other information available to support the complaints or concerns.

TENTATIVE MINUTES OF A REGULAR MEETING
OF THE BOARD OF EDUCATION
BOX ELDER SCHOOL DISTRICT

A work session was held at 5:30. The School Board reviewed the school construction plans for the two high schools, a new elementary school in Tremonton, an expansion of Discovery Elementary and the construction of a new fuel tank at the south transportation building.

Tentative minutes of a Regular Meeting of the Board of Education, Box Elder County School District, held Wednesday evening October 8, 2025, at 6:30 p.m. at the Independent Life Skills Center, 960 S Main St, Brigham City, Utah.

Those in attendance at the meeting included Board President Tiffani Summers, 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, 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 Karen Cronin, Bryan Smith led the audience of the pledge of allegiance.

Recognitions

Jamie Kent, Public Information Officer, recognized Read Marshall, Custodian at Century Elementary, and Trisha Day, 4th Grade DLI Teacher at Garland Elementary, for the excellent work that they are doing in their buildings.

Travis Mumford at BEHS, Tyrell Neal at McKinley and Tia Paxton at Three Mile Creek were awarded the SEE award for their contributions in strengthening PLCs, expanding student connections, and elevating employee cognition.

Approval of Agenda

Danielle Wright made the motion to approve the agenda. Bryan Smith seconded the motion, which passed unanimously.

Wade Hyde – Yes
Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

Public Comment

Dillon Steward, student teacher from BEHS, gave announcement of the upcoming theater performance of Joseph and the Technicolor Dreamcoat on November 7th -15th. Students sang and presented to the Board.

Action Items

Approval of Exemption of Community Council at Sunrise High School

Randy Rasmussen, Sunrise High School Principal, presented the request for an exception to the school community council membership requirements.

Wade Hyde made the motion to approve the exemption from the school community council membership requirements for the 2025-26 school year. Karen Cronin seconded the motion, which passed unanimously.

Wade Hyde – Yes
Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

Approval of Positive Behavior Support Plans (PBS)

Megan Bushell, Student Services Director, presented the positive behavior support plans for the 2025-26 school year for each individual school.

Karen Cronin made the motion to approve the positive behavior support plans for the 2025-26 school year. Stephanie DeFilippis seconded the motion, which passed unanimously.

Wade Hyde – Yes
Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

Approval of LEA Specific Endorsements and LEA Specific Licenses

Keith Mecham, Assistant Superintendent of Secondary Instruction, presented the request to approve LEA specific licenses and endorsements for the 2025-26 school year.

Julie Taylor made the motion to approve LEA specific licenses and endorsements for the 2025-26 school year. Bryan Smith seconded the motion, which passed unanimously.

Wade Hyde – Yes
Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

Information Items

Inland Port Presentation

Stephanie Pack, Associate Vice President of Inland Port, and Scott Woldord, Vice President of Inland Port, provided an overview of the Inland Port, its purpose, its benefits and the legal mechanisms of how it operates.

Social Media Monthly Theme Instructional Strategies

Jamie Kent, Director of Public Relations, presented monthly social media themes. The School District will spotlight on its social media account a different instructional strategy. The strategy for the month of October is Formative Assessment and Feedback.

Science of Reading Awards

Heidi Jo West, Assistant Superintendent of Elementary Teaching & Learning, provided an explanation of the science of reading and the state reading benchmarks. The District is performing above state reading benchmarks in many areas.

October 1 Enrollment Report

Keith Mecham, Assistant Superintendent of Secondary Teaching & Learning, presented the October 1 Count report for the 2025-26 school year.

School Land Trust and TSSA Review

Keith Mecham & Heidi Jo West, Assistant Superintendents of Curriculum presented the final TSSA reports for the 2023-24 school year. Also, the final 2024-25 School Land Trust plans for each school were presented.

Exemption Approval from USBE

Steve Carlsen, Superintendent, presented the exemption approval from the Utah State Board of Education. The District was granted an exemption from the minimum school day requirements due to the funeral of the fallen officers in Tremonton. The District did not hold school on two days that the funeral was held.

Monthly Financial Report

Neil Stevens, Business Administrator, presented the September 2025 Financial Report to the Board.

Board Committee Reports

Stephanie DeFilippis reported that she attended a presentation on student attendance. The importance of student attendance and strategies to encourage regular attendance were discussed. She feels that the District has implemented these strategies already.

September Employee Appreciation

Heidi Jo West, Assistant Superintendent of Elementary Instruction, presented the list of September employees who honored in local building for their individual efforts. The following employees were selected for September.

Eric Stamps, BRHS Teacher
Brooks Nelson, BRHS ESP
Aaron Crawford, BRMS Teacher
Jen Winward, BRMS ESP
Jordan Herzon, ACHI Teacher
Jess Principe, ACHI ESP
Caden Burrell, BEHS Teacher
Angie Morgan, BEHS ESP

Julie Rogers, BEMS Teacher
Daleine Allen, BEMS ESP
Nancy Steed, ACYI Teacher
Scott Petersen, ACYI ESP
Hayley Anderson, Sunrise Teacher
Darene Black, Sunrise ESP
Lindsey Holmes, Century Teacher
Piper Roper, Century ESP
Maegyn Hunt, Discovery Teacher
Kelsie Arbon, Discovery ESP
Tiffany Rhodes, Fielding Teacher
Linda Wilcox, Fielding ESP
Tiffani Roche, Garland Teacher
Lisa Peterson, Garland ESP
Leah Flinders, Golden Spike Teacher
Jami Jaques, Golden Spike ESP
Tracy McCurdy, Lake View Teacher
Gail Shinkle, Lake View ESP
Kortney Weathersby, McKinley Teacher
Cindy Moore, McKinley ESP
Alexandria Hardman, North Park Teacher
Jerianne Parkinson, North Park ESP
Natasha Wight, Three Mile Creek Teacher
Amber Peterson, Three Mile Creek ESP
Maya Lindsay, Willard Teacher
Jose Contreras, Willard ESP
Alexey Jonnes, Western Schools Teacher
John Evans, Western Schools ESP

Policy Review

The following Policies were presented for first reading:

Policy 1015 Fiscal Responsibilities
Policy 1030 Qualifications for Board Members
Policy 1032 Vacancies on the Board
Policy 1040 Board Member Elections and Redistricting
Policy 2182 School Safety
Policy 3007 Employment - Staff Code of Conduct
Policy 3008 Employee Communication/Addressing Concerns
Policy 3043 Redress of Grievances
Policy 3070 Alcohol and Drug Abuse - Employees
Policy 3096 Reporting Substantial Threats Against a School
Policy 3212 ESP: Paraprofessional Qualifications
Policy 4028 Special Programs: Education of Youth in Care
Policy 4040 Grade Level Retention of Students
Policy 4069 Curriculum: Firearm Safety
Policy 4078 Class Disclosure Statements - Elementary
Policy 4190 Driver Training
Policy 5009 Admissions and Attendance: Kindergarten
Policy 5140 Education and Family Privacy Rights
Policy 5230 Student Fees, Fines, and Charges

Policy 5390 Student Toilet Training
Policy 6015 School Community Councils
Policy 6045 Board of Education Hotline

Karen Cronin recommended that Policy 3043 be amended to require the Superintendent to keep the Board informed of personnel grievances.

Karen Cronin recommended that Policy 2182 be amended to require that school safety needs assessments be provided to the Board in closed session.

Karen Cronin recommended that Policy 5230 be amended to require that the Board be provided with the end of year student data.

Karen Cronin recommended that Policy 6045 be amended to require that the Board be notified of hotline complaints.

Karen Cronin made the motion to approve the above policies for first reading as amended. Bryan Smith seconded the motion, which was approved unanimously.

Wade Hyde – Yes
Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

The following Policies were presented for second reading:

Policy 2100 Gifts, Donations, and Bequests — Acceptance
Policy 3091 Postpartum and Parental Leave
Policy 3108 Certificated: Educator's Hours and Teaching Load
Policy 3126 Certificated: Sickness, Absences and Leaves
Policy 3208 ESP: Fringe Benefits and Leave of Absence
Policy 4033 Early Learning Plan
Policy 4067 Curriculum: Ethnic Studies
Policy 4175 Student Data Protection
Policy 4178 Internet Use
Policy 4185 Use of Video/Digital Media Materials
Policy 5010 Admissions Eligibility Requirements
Policy 5011 Admissions and Attendance of Military and Department of Defense (DOD) Civilian Children
Policy 5035 Attendance Requirements and Procedures
Policy 5050 Immunization Requirements
Policy 5060 Medical Treatment for Students
Policy 5061 Medical Treatment Directives
Policy 5064 Medical Recommendations by School Personnel to Parents
Policy 5065 Administration of Medication
Policy 5066 Students with Potentially Life-Threatening Allergies
Policy 5067 Student Asthma Emergency
Policy 5069 Student Treatment for Diabetes
Policy 5080 Mental Health Care
Policy 5090 Child Abuse, Sexual Abuse and Human Trafficking Prevention Training and Reporting

Policy 5270 Student Rights and Responsibilities Bullying, Cyberbullying, Hazing, and Abusive Conduct
Policy 5282 Student Behavior Management

Karen Cronin made the motion to approve the above policies for second reading. Wade Hyde seconded the motion, which was approved unanimously.

Wade Hyde – Yes
Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

Consent Calendar

Julie Taylor moved to accept the consent items. The motion was seconded by Danielle Wright and passed on a unanimous vote.

Wade Hyde – Yes
Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

The Consent Calendar included the following items:

Approval of the minutes of the work session and regular meetings of September 10, 2025.

Approval of claims numbered 54732 – 54961, 05091025, 07093025, 08093025, 0909125, 101526 – 1107068, 364 – 381, 16800618 – 1680625, 30403209 – 30403219, 30803833 – 30803845, 40403479 – 40403493, 40804810 – 40804839, 70415653 – 70415745, 70815737 – 70815835, 77800630, 77800631 and the ACH and school activity checks for the month of September 2025.

Personnel Items

As detailed in the agenda.

Exemption from Compulsory Attendance (Home School)

Clubs

McGraw Hill Study Sync Renewal

Suggestions for Future Board Meetings

1. Invite Tony Ferderber to provide a presentation for an overview of school safety initiatives in the District
2. Review the USBA Board handbook

Closed Session to Discuss Personnel and Sale or Lease of Real Property

Danielle Wright moved to move into closed session. The motion was seconded by Wade Hyde.

- Wade Hyde – Yes
- Julie Taylor – Yes
- Tiffani Summers – Yes
- Danielle Wright – Yes
- Bryan Smith – Yes
- Karen Cronin – Yes
- Stephanie DeFilippis - Yes

Bryan Smith moved to move out of closed session. The motion was seconded by Danielle Wright.

- Wade Hyde – Yes
- Julie Taylor – Yes
- Tiffani Summers – Yes
- Danielle Wright – Yes
- Bryan Smith – Yes
- Karen Cronin – Yes
- Stephanie DeFilippis – Yes

Approval of Sale or Lease of Real Property

Danielle Wright motioned that the Board of Education purchase the property located at 315 W 850 N Brigham City, UT 84302, parcel ID# 03-082-0024 in the amount of \$140,000. Bryan Smith seconded the motion. The motion passed.

- Wade Hyde – Yes
- Julie Taylor – Yes
- Tiffani Summers – Yes
- Danielle Wright – Yes
- Bryan Smith – Yes
- Karen Cronin – No
- Stephanie DeFilippis – Yes

Adjournment

With the announcement that the next meeting will be held on Wednesday, November 12, 2025 at 6:30 p.m. at the Independent Life Skills Center, President Tiffani Summers adjourned the meeting at 9:40 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: 10/01/2025 - 10/31/2025

| Bank | Check | Type | Date | Vendor | Vendor Name | Amount |
|------|----------|------|------------|--------|--|------------|
| 01 | 00054962 | C | 10/02/2025 | 1 | CASEY OR KYLIE STEVENS | 200.00 |
| 01 | 00054963 | C | 10/02/2025 | 11088 | AMERICAN SCHOOL COUNSELOR ASSOCIATION | 516.00 |
| 01 | 00054964 | C | 10/02/2025 | 85738 | BEAR RIVER HIGH SCHOOL | 60.00 |
| 01 | 00054965 | C | 10/02/2025 | 100913 | BORDER STATES INDUSTRIES, INC | 2,564.35 |
| 01 | 00054966 | C | 10/02/2025 | 104348 | BOX ELDER MIDDLE SCHOOL | 530.00 |
| 01 | 00054967 | C | 10/02/2025 | 73350 | DAR'S WELDING | 37.91 |
| 01 | 00054968 | C | 10/02/2025 | 56197 | DENTONS DURHAM JONES PINEGAR PC | 422.00 |
| 01 | 00054969 | C | 10/02/2025 | 75620 | KASSIDY DEPPE | 6,500.00 |
| 01 | 00054970 | C | 10/02/2025 | 25380 | EDUTECH SERVICES INC | 155.25 |
| 01 | 00054971 | C | 10/02/2025 | 75507 | KATELIN HUPPE | 6,500.00 |
| 01 | 00054972 | C | 10/02/2025 | 111125 | IML SECURITY SUPPLY | 8,315.95 |
| 01 | 00054973 | C | 10/02/2025 | 100774 | JEPPSEN DISTRIBUTING/JEFF JEPPSEN | 12,351.96 |
| 01 | 00054974 | C | 10/02/2025 | 57568 | LANGUAGE ACCESS NETWORK LLC | 29.05 |
| 01 | 00054975 | C | 10/02/2025 | 71714 | NATIONAL BENEFIT SERVICES OPERATIONS | 200.00 |
| 01 | 00054976 | C | 10/02/2025 | 75892 | RONDA PARRY | 6,500.00 |
| 01 | 00054977 | C | 10/02/2025 | 104992 | PRINT SHOP | 93.80 |
| 01 | 00054978 | C | 10/02/2025 | 892645 | ROCKY MOUNTAIN POWER | 27,588.03 |
| 01 | 00054979 | C | 10/02/2025 | 75612 | DILLON STEWART | 6,500.00 |
| 01 | 00054980 | C | 10/02/2025 | 110914 | SUPERIOR WATER AND AIR INC | 35.95 |
| 01 | 00054981 | C | 10/02/2025 | 924155 | WASTE MGMT OF UTAH INC | 6,810.56 |
| 01 | 00054982 | C | 10/02/2025 | 72087 | CHRIS WHITE | 98.56 |
| 01 | 00054983 | C | 10/02/2025 | 36501 | WILKINSON SUPPLY INC | 5,269.04 |
| 01 | 00054984 | C | 10/02/2025 | 17558 | ACADIENCE LEARNING INC | 1,027.04 |
| 01 | 00054985 | C | 10/02/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 30,013.54 |
| 01 | 00054986 | C | 10/02/2025 | 110672 | SAFE & CIVIL SCHOOLS | 160.50 |
| 01 | 00054987 | C | 10/02/2025 | 110509 | AUDIO ENHANCEMENT | 220.00 |
| 01 | 00054988 | C | 10/02/2025 | 106895 | BADGER SCREEN PRINTING CO | 8,311.25 |
| 01 | 00054989 | C | 10/02/2025 | 110412 | BARBIZON LIGHT | 11,607.45 |
| 01 | 00054990 | C | 10/02/2025 | 11517 | COMPUNET, INC | 16,004.40 |
| 01 | 00054991 | C | 10/02/2025 | 158220 | COVER UP | 17.98 |
| 01 | 00054992 | C | 10/02/2025 | 34525 | DREAMS CARPORTS | 49,702.49 |
| 01 | 00054993 | C | 10/02/2025 | 212299 | EDUTEK CORPORATION | 4,286.23 |
| 01 | 00054994 | C | 10/02/2025 | 778870 | GOPHER SPORT | 3,299.00 |
| 01 | 00054995 | C | 10/02/2025 | 386370 | HYKO SUPPLY CO | 2,004.13 |
| 01 | 00054996 | C | 10/02/2025 | 102697 | INTERCONNECT SERVICES INC | 2,023.70 |
| 01 | 00054997 | C | 10/02/2025 | 45560 | LAKESHORE LEARNING MATERIALS | 490.08 |
| 01 | 00054998 | C | 10/02/2025 | 53082 | LEXIA LEARNING SYSTEMS LLC | 2,660.51 |
| 01 | 00054999 | C | 10/02/2025 | 545971 | MARC / MID AMERICAN RESEARCH | 619.50 |
| 01 | 00055000 | C | 10/02/2025 | 586159 | MOUNTAIN STATE TEXTBOOK DEP | 2,148.30 |
| 01 | 00055001 | C | 10/02/2025 | 633340 | OFFICE DEPOT | 112.51 |
| 01 | 00055002 | C | 10/02/2025 | 111379 | REALITYWORKS | 2,904.18 |
| 01 | 00055003 | C | 10/02/2025 | 103604 | SCHOLASTIC MAGAZINES | 1,098.91 |
| 01 | 00055004 | C | 10/02/2025 | 54313 | SCHOOL SPECIALTY, LLC | 616.29 |
| 01 | 00055005 | C | 10/02/2025 | 66460 | SCHOOL THREAT ASSESSMENT CONSULTANTS, LL | 1,125.00 |
| 01 | 00055006 | C | 10/02/2025 | 157371 | STAPLES | 400.67 |
| 01 | 00055007 | C | 10/09/2025 | 1 | CIARRA HESS | 103.35 |
| 01 | 00055008 | C | 10/09/2025 | 45489 | AASPA | 275.00 |
| 01 | 00055009 | C | 10/09/2025 | 10260 | ADELE C YOUNG INTERM SCH | 57,000.00 |
| 01 | 00055010 | C | 10/09/2025 | 347560 | ALICE C HARRIS INTERM SCH | 50,000.00 |
| 01 | 00055011 | C | 10/09/2025 | 812477 | ALSCO/AMERICAN LINEN | 1,097.70 |
| 01 | 00055012 | C | 10/09/2025 | 85556 | BEAR RIVER HEALTH DEPARTMENT | 50.00 |
| 01 | 00055013 | C | 10/09/2025 | 85738 | BEAR RIVER HIGH SCHOOL | 127,461.00 |
| 01 | 00055014 | C | 10/09/2025 | 102956 | BEAR RIVER MENTAL HEALTH | 332.78 |
| 01 | 00055015 | C | 10/09/2025 | 85748 | BEAR RIVER MIDDLE SCHOOL | 67,597.00 |
| 01 | 00055016 | C | 10/09/2025 | 85768 | BEAR RIVER SEWER DEPT | 255.50 |
| 01 | 00055017 | C | 10/09/2025 | 104338 | BOX ELDER HIGH SCHOOL | 163,031.00 |
| 01 | 00055018 | C | 10/09/2025 | 104348 | BOX ELDER MIDDLE SCHOOL | 93,615.00 |
| 01 | 00055019 | C | 10/09/2025 | 108217 | BRIGHAM CITY CORPORATION | 88,052.99 |
| 01 | 00055020 | C | 10/09/2025 | 113116 | BRYSON SALES & SERVICE | 7,782.99 |
| 01 | 00055021 | C | 10/09/2025 | 107994 | CERTIFIED SHRED | 141.00 |
| 01 | 00055022 | C | 10/09/2025 | 162470 | CRUS OIL INC | 702.82 |
| 01 | 00055023 | C | 10/09/2025 | 14958 | CULLIGAN | 128.90 |

Check Register Summary

Batch Year: 26 Bank: All Date Range: 10/01/2025 - 10/31/2025

| Bank | Check | Type | Date | Vendor | Vendor Name | Amount |
|------|----------|------|------------|--------|---------------------------------------|------------|
| 01 | 00055024 | C | 10/09/2025 | 587760 | MSR WEST INC / E3 DIAGNOSTICS | 525.00 |
| 01 | 00055025 | C | 10/09/2025 | 203737 | EAST GROUSE CREEK WATER | 675.00 |
| 01 | 00055026 | C | 10/09/2025 | 729332 | ECONO WASTE INC | 7,436.66 |
| 01 | 00055027 | C | 10/09/2025 | 107136 | ERS HEATING & COOLING | 14,623.16 |
| 01 | 00055028 | C | 10/09/2025 | 71668 | CHELSEA ESCALANTE | 524.16 |
| 01 | 00055029 | C | 10/09/2025 | 67407 | MALISSA FREEZE | 622.44 |
| 01 | 00055030 | C | 10/09/2025 | 304217 | GARLAND CITY | 11,221.95 |
| 01 | 00055031 | C | 10/09/2025 | 71048 | GEORGE'S POINT S TIRE | 783.96 |
| 01 | 00055032 | C | 10/09/2025 | 324430 | GRAYBAR ELECTRIC COMPANY INC | 26,218.77 |
| 01 | 00055033 | C | 10/09/2025 | 110559 | HARMONY HOME HEALTH LLC | 4,140.28 |
| 01 | 00055034 | C | 10/09/2025 | 63142 | SHAWN JENSEN | 144.62 |
| 01 | 00055035 | C | 10/09/2025 | 100774 | JEPPSEN DISTRIBUTING/JEFF JEPPSEN | 11,930.74 |
| 01 | 00055036 | C | 10/09/2025 | 467700 | JOHNSON ELECTRIC MOTORS | 500.00 |
| 01 | 00055037 | C | 10/09/2025 | 109818 | VALYNN KUNZLER | 927.99 |
| 01 | 00055038 | C | 10/09/2025 | 58246 | LINDE GAS & EQUIPMENT INC | 2,472.65 |
| 01 | 00055039 | C | 10/09/2025 | 543168 | MADDOX RANCH HOUSE | 6,331.42 |
| 01 | 00055040 | C | 10/09/2025 | 42064 | JENNIE MONSEN-HANSEN | 44.00 |
| 01 | 00055041 | C | 10/09/2025 | 29858 | MOUNTAINLAND SUPPLY COMPANY | 3,762.71 |
| 01 | 00055042 | C | 10/09/2025 | 49859 | JACKSON GROUP PETERBILT, INC. | 6,784.09 |
| 01 | 00055043 | C | 10/09/2025 | 700077 | PERRY CITY | 278.72 |
| 01 | 00055044 | C | 10/09/2025 | 732367 | RAFT RIVER RURAL | 1,107.92 |
| 01 | 00055045 | C | 10/09/2025 | 109474 | RC TOWING | 495.00 |
| 01 | 00055046 | C | 10/09/2025 | 70831 | S & D CARWASH MANAGEMENT LLC | 215.91 |
| 01 | 00055047 | C | 10/09/2025 | 110789 | CORE BUSINESS TECHNOLOGIES (SIP) | 39.95 |
| 01 | 00055048 | C | 10/09/2025 | 25976 | SHERWIN-WILLIAMS | 290.63 |
| 01 | 00055049 | C | 10/09/2025 | 802087 | SNOWVILLE WATERWORKS INC | 468.25 |
| 01 | 00055050 | C | 10/09/2025 | 112080 | SQUIRE & COMPANY | 10,000.00 |
| 01 | 00055051 | C | 10/09/2025 | 109177 | UTAH DEPARTMENT OF WORKFORCE SERVICES | 1,556.88 |
| 01 | 00055051 | CV | 10/09/2025 | 109177 | UTAH DEPARTMENT OF WORKFORCE SERVICES | -1,556.88 |
| 01 | 00055052 | C | 10/09/2025 | 65374 | SUMMIT FIRE & SECURITY LLC | 16,109.99 |
| 01 | 00055053 | C | 10/09/2025 | 804825 | SUNRISE HIGH SCHOOL | 10,000.00 |
| 01 | 00055054 | C | 10/09/2025 | 111109 | TOM RANDALL DIST | 1,752.40 |
| 01 | 00055055 | C | 10/09/2025 | 109356 | TRANSPORT DIESEL INC | 250.74 |
| 01 | 00055056 | C | 10/09/2025 | 875087 | UKON WATER CO | 1,000.00 |
| 01 | 00055057 | C | 10/09/2025 | 55034 | UTAH PARENT CENTER, INC | 2,923.61 |
| 01 | 00055058 | C | 10/09/2025 | 892916 | DGO FUEL NETWORK TEAM | 47,392.03 |
| 01 | 00055059 | C | 10/09/2025 | 892964 | UTAH STATE TAX COMMISSION | 1,889.79 |
| 01 | 00055060 | C | 10/09/2025 | 891181 | UTAH STATE UNIVERSITY | 500.00 |
| 01 | 00055061 | C | 10/09/2025 | 110931 | WEESE GLASS LLC | 750.00 |
| 01 | 00055062 | C | 10/09/2025 | 941217 | WILLARD CITY CORP | 216.00 |
| 01 | 00055063 | C | 10/09/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 8,516.02 |
| 01 | 00055064 | C | 10/09/2025 | 47937 | BOYLE APPLIANCE LLC | 499.00 |
| 01 | 00055065 | C | 10/09/2025 | 230 | CAROLINA BIOLOGICAL | 83.60 |
| 01 | 00055066 | C | 10/09/2025 | 158220 | COVER UP | 756.70 |
| 01 | 00055067 | C | 10/09/2025 | 15660 | DAKTRONICS | 950.00 |
| 01 | 00055068 | C | 10/09/2025 | 100293 | DELL INC | 260.00 |
| 01 | 00055069 | C | 10/09/2025 | 62235 | DEX IMAGING LLC | 1,300.62 |
| 01 | 00055070 | C | 10/09/2025 | 212299 | EDUTEK CORPORATION | 262.31 |
| 01 | 00055071 | C | 10/09/2025 | 72664 | EMBI TECH | 3,381.00 |
| 01 | 00055072 | C | 10/09/2025 | 2267 | EPIC SPORTS INC | 138.08 |
| 01 | 00055073 | C | 10/09/2025 | 107136 | ERS HEATING & COOLING | 33,868.00 |
| 01 | 00055074 | C | 10/09/2025 | 286060 | FLINN SCIENTIFIC | 1,200.00 |
| 01 | 00055075 | C | 10/09/2025 | 386370 | HYKO SUPPLY CO | 3,624.12 |
| 01 | 00055076 | C | 10/09/2025 | 100522 | INTERMOUNTAIN FARMERS ASSOC / IFA | 358.79 |
| 01 | 00055077 | C | 10/09/2025 | 11894 | LIBRARY STORE | 171.47 |
| 01 | 00055078 | C | 10/09/2025 | 3727 | MCGRAW-HILL SCHOOL EDUCATION | 247,974.69 |
| 01 | 00055079 | C | 10/09/2025 | 633340 | OFFICE DEPOT | 206.45 |
| 01 | 00055080 | C | 10/09/2025 | 699420 | PERMA BOUND BOOKS | 864.09 |
| 01 | 00055081 | C | 10/09/2025 | 35955 | PROMO PLUS | 3,708.48 |
| 01 | 00055082 | C | 10/09/2025 | 103604 | SCHOLASTIC MAGAZINES | 164.84 |
| 01 | 00055083 | C | 10/09/2025 | 110873 | SOLUTION TREE | 5,215.00 |
| 01 | 00055084 | C | 10/09/2025 | 71595 | STUKENT, INC | 3,000.00 |

Check Register Summary

Batch Year: 26 Bank: All Date Range: 10/01/2025 - 10/31/2025

| Bank | Check | Type | Date | Vendor | Vendor Name | Amount |
|------|----------|------|------------|--------|--------------------------------------|-----------|
| 01 | 00055085 | C | 10/09/2025 | 109355 | VOYAGER SOPRIS LEARNING | 931.25 |
| 01 | 00055086 | C | 10/15/2025 | 6617 | ACME WATER CO | 575.10 |
| 01 | 00055087 | C | 10/15/2025 | 14575 | AIRMOTIVE SERVICE | 408.73 |
| 01 | 00055088 | C | 10/15/2025 | 38040 | AMERICAN SIGN LANGUAGE COMMUNICATION | 140.00 |
| 01 | 00055089 | C | 10/15/2025 | 73016 | CANON U.S.A., INC | 8,591.15 |
| 01 | 00055090 | C | 10/15/2025 | 138420 | CHEMTECH FORD INC | 1,966.00 |
| 01 | 00055091 | C | 10/15/2025 | 40363 | CIO MEDICAL SERVICES | 948.00 |
| 01 | 00055092 | C | 10/15/2025 | 64084 | ALDER EDUCATION LAW | 1,000.00 |
| 01 | 00055093 | C | 10/15/2025 | 71048 | GEORGE'S POINT S TIRE | 1,703.95 |
| 01 | 00055094 | C | 10/15/2025 | 100774 | JEPPSEN DISTRIBUTING/JEFF JEPPSEN | 13,178.65 |
| 01 | 00055095 | C | 10/15/2025 | 107465 | KIMBALL MIDWEST | 192.64 |
| 01 | 00055096 | C | 10/15/2025 | 57568 | LANGUAGE ACCESS NETWORK LLC | 105.41 |
| 01 | 00055097 | C | 10/15/2025 | 109484 | PUBLIC CONSULTING GROUPS INC | 20,704.77 |
| 01 | 00055098 | C | 10/15/2025 | 35270 | QUADIENT, INC | 330.00 |
| 01 | 00055099 | C | 10/15/2025 | 892645 | ROCKY MOUNTAIN POWER | 10,771.34 |
| 01 | 00055100 | C | 10/15/2025 | 59625 | SCRUB SHOPPE | 870.98 |
| 01 | 00055101 | C | 10/15/2025 | 110968 | SKY BLUE INDUSTRIES INC | 615.15 |
| 01 | 00055102 | C | 10/15/2025 | 852617 | TREMONTON CITY CORP | 11,793.42 |
| 01 | 00055103 | C | 10/15/2025 | 18651 | UTAH PUBLIC ED HUMAN RESOURCES ASSOC | 50.00 |
| 01 | 00055104 | C | 10/15/2025 | 999009 | UTAH RETIREMENT SYSTEMS | 2,042.90 |
| 01 | 00055105 | C | 10/15/2025 | 891181 | LB 410027 | 4,512.92 |
| 01 | 00055106 | C | 10/15/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 7,379.46 |
| 01 | 00055107 | C | 10/15/2025 | 106497 | APPLE STORE | 429.00 |
| 01 | 00055108 | C | 10/15/2025 | 230 | CAROLINA BIOLOGICAL | 28.36 |
| 01 | 00055109 | C | 10/15/2025 | 180241 | DEMCO INC | 1,323.16 |
| 01 | 00055110 | C | 10/15/2025 | 49956 | EDUCATION LOGISTICS, INC | 286.14 |
| 01 | 00055111 | C | 10/15/2025 | 72664 | EMBI TECH | 558.00 |
| 01 | 00055112 | C | 10/15/2025 | 45560 | LAKESHORE LEARNING MATERIALS | 8,652.60 |
| 01 | 00055113 | C | 10/15/2025 | 633340 | OFFICE DEPOT | 534.06 |
| 01 | 00055114 | C | 10/15/2025 | 53295 | PATRIOT ART AND DESIGN | 5,225.00 |
| 01 | 00055115 | C | 10/15/2025 | 699420 | PERMA BOUND BOOKS | 1,184.89 |
| 01 | 00055116 | C | 10/15/2025 | 157371 | STAPLES | 855.21 |
| 01 | 00055117 | C | 10/23/2025 | 1 | ERICA PATINO | 16.15 |
| 01 | 00055118 | C | 10/23/2025 | 1 | GLENDA HANSEN | 58.00 |
| 01 | 00055119 | C | 10/23/2025 | 1724 | ACE HARDWARE TREMONTON | 7.90 |
| 01 | 00055120 | C | 10/23/2025 | 10260 | ADELE C YOUNG INTERM SCH | 1,858.45 |
| 01 | 00055121 | C | 10/23/2025 | 69140 | ATC AUTO GLASS | 675.00 |
| 01 | 00055122 | C | 10/23/2025 | 104338 | BOX ELDER HIGH SCHOOL | 637.51 |
| 01 | 00055123 | C | 10/23/2025 | 104348 | BOX ELDER MIDDLE SCHOOL | 1,225.48 |
| 01 | 00055124 | C | 10/23/2025 | 890740 | CENTURYLINK | 396.18 |
| 01 | 00055125 | C | 10/23/2025 | 158220 | COVER UP | 2,629.99 |
| 01 | 00055126 | C | 10/23/2025 | 56197 | DENTONS DURHAM JONES PINEGAR PC | 1,456.00 |
| 01 | 00055127 | C | 10/23/2025 | 73121 | DYLAN SMITH | 130.00 |
| 01 | 00055128 | C | 10/23/2025 | 361 | INTERMOUNTAIN HEALTHCARE | 644.65 |
| 01 | 00055129 | C | 10/23/2025 | 49026 | IVY LANE PEDATRICS | 28,898.51 |
| 01 | 00055130 | C | 10/23/2025 | 100774 | JEPPSEN DISTRIBUTING/JEFF JEPPSEN | 26,190.18 |
| 01 | 00055131 | C | 10/23/2025 | 106477 | JUNIOR LIBRARY GUILD | 1,239.20 |
| 01 | 00055132 | C | 10/23/2025 | 75132 | LECTICON, INC | 1,898.10 |
| 01 | 00055133 | C | 10/23/2025 | 66834 | MOUNTAIN VALLEY PRINTING | 165.00 |
| 01 | 00055134 | C | 10/23/2025 | 111273 | NUCO2 LLC | 3,477.35 |
| 01 | 00055135 | C | 10/23/2025 | 100987 | PEARSON EDUCATION CENTER | 1,650.00 |
| 01 | 00055136 | C | 10/23/2025 | 892645 | ROCKY MOUNTAIN POWER | 52,453.29 |
| 01 | 00055137 | C | 10/23/2025 | 60020 | RON KELLER TIRE INC | 771.12 |
| 01 | 00055138 | C | 10/23/2025 | 63177 | VALANT MEDICAL SOLUTIONS, INC | 6.67 |
| 01 | 00055139 | C | 10/23/2025 | 31364 | 95 PERCENT GROUP LLC | 1,405.80 |
| 01 | 00055140 | C | 10/23/2025 | 21679 | ACCO BRANDS USA LLC / GBC | 649.73 |
| 01 | 00055141 | C | 10/23/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 6,082.54 |
| 01 | 00055142 | C | 10/23/2025 | 106497 | APPLE STORE | 399.00 |
| 01 | 00055143 | C | 10/23/2025 | 31658 | BSN SPORTS | 25,300.00 |
| 01 | 00055144 | C | 10/23/2025 | 73016 | CANON U.S.A., INC | 2,467.00 |
| 01 | 00055145 | C | 10/23/2025 | 11517 | COMPUNET, INC | 3,463.58 |
| 01 | 00055146 | C | 10/23/2025 | 100293 | DELL INC | 1,599.65 |

Check Register Summary

Batch Year: 26 Bank: All Date Range: 10/01/2025 - 10/31/2025

| Bank | Check | Type | Date | Vendor | Vendor Name | Amount |
|------|----------|------|------------|--------|---------------------------------------|------------|
| 01 | 00055147 | C | 10/23/2025 | 180241 | DEMCO INC | 188.12 |
| 01 | 00055148 | C | 10/23/2025 | 111247 | ESTRELLITA | 888.83 |
| 01 | 00055149 | C | 10/23/2025 | 57932 | GRASSROOTS WORKSHOPS | 1,380.00 |
| 01 | 00055150 | C | 10/23/2025 | 386370 | HYKO SUPPLY CO | 2,135.02 |
| 01 | 00055151 | C | 10/23/2025 | 102697 | INTERCONNECT SERVICES INC | 7,243.18 |
| 01 | 00055152 | C | 10/23/2025 | 53082 | LEXIA LEARNING SYSTEMS LLC | 1,596.00 |
| 01 | 00055153 | C | 10/23/2025 | 633340 | OFFICE DEPOT | 223.95 |
| 01 | 00055154 | C | 10/23/2025 | 699420 | PERMA BOUND BOOKS | 1,136.22 |
| 01 | 00055155 | C | 10/23/2025 | 12289 | REAL CURRICULUM LLC | 1,041.95 |
| 01 | 00055156 | C | 10/23/2025 | 75280 | RICHEY ATHLETICS | 10,546.00 |
| 01 | 00055157 | C | 10/23/2025 | 110873 | SOLUTION TREE | 1,538.00 |
| 01 | 00055158 | C | 10/23/2025 | 157371 | STAPLES | 690.11 |
| 01 | 00055159 | C | 10/23/2025 | 50695 | TEACHERS PAY TEACHERS | 115.00 |
| 01 | 00055160 | C | 10/23/2025 | 66915 | VENTRIS LEARNING | 160.00 |
| 01 | 00055161 | C | 10/23/2025 | 26468 | WPS UNLOCKING POTENTIAL | 5,923.80 |
| 01 | 00055162 | C | 10/29/2025 | 72737 | AMERITAS LIFE INSURANCE CORP | 3,614.45 |
| 01 | 00055163 | C | 10/29/2025 | 999027 | B E SCHOOL BOARD FUND | 70.00 |
| 01 | 00055164 | C | 10/29/2025 | 999024 | BOSTON MUTUAL LIFE INS CO - W | 406.36 |
| 01 | 00055165 | C | 10/29/2025 | 999055 | BOX ELDER FOUNDATION | 138.00 |
| 01 | 00055166 | C | 10/29/2025 | 999023 | BOX ELDER SCHOOL DISTRICT | 100.00 |
| 01 | 00055167 | C | 10/29/2025 | 999033 | BUREAU CHILD SUPPORT SERV | 3,273.00 |
| 01 | 00055168 | C | 10/29/2025 | 999021 | ELEVATE CREDIT UNION | 6,600.00 |
| 01 | 00055169 | C | 10/29/2025 | 999019 | EMI HEALTH | 390.27 |
| 01 | 00055170 | C | 10/29/2025 | 75531 | EMI HEALTH | 35,601.17 |
| 01 | 00055171 | C | 10/29/2025 | 999017 | GLOBE LIFE INSURANCE CO | 69.12 |
| 01 | 00055172 | C | 10/29/2025 | 999035 | HORACE MANN INSURANCE COMPANY | 28,729.38 |
| 01 | 00055173 | C | 10/29/2025 | 51080 | IDAHO DIV OF MANAGEMENT/CHILD SUPPORT | 461.00 |
| 01 | 00055174 | C | 10/29/2025 | 999084 | NATIONAL BENEFITS SERVICES LLC | 8,265.00 |
| 01 | 00055175 | C | 10/29/2025 | 999081 | NATIONAL BENEFITS SERVICES LLC | 8,572.12 |
| 01 | 00055176 | C | 10/29/2025 | 999156 | OLSON SHANER | 1,048.40 |
| 01 | 00055177 | C | 10/29/2025 | 999079 | PEHP | 752,926.08 |
| 01 | 00055178 | C | 10/29/2025 | 999032 | PRE-PAID LEGAL SERVICES | 1,247.15 |
| 01 | 00055179 | C | 10/29/2025 | 68560 | PRIMUS LAW PC | 118.79 |
| 01 | 00055180 | C | 10/29/2025 | 999018 | THE HARTFORD | 27,965.48 |
| 01 | 00055181 | C | 10/29/2025 | 999012 | UESP | 200.00 |
| 01 | 00055182 | C | 10/29/2025 | 999007 | UTAH EDUCATION ASSOCIATION | 3,645.10 |
| 01 | 00055183 | C | 10/29/2025 | 999025 | UTAH SCHOOL EMPLOYEES ASSOCIATION | 6,547.49 |
| 01 | 00055184 | C | 10/29/2025 | 999004 | UTAH STATE TAX COMMISSION | 858.56 |
| 01 | 00055185 | C | 10/29/2025 | 999003 | UTAH STATE TAX COMMISSION | 267,963.05 |
| 01 | 00055186 | C | 10/29/2025 | 71110 | VOYA FINANCIAL | 9,446.35 |
| 01 | 00055187 | C | 10/30/2025 | 1 | CHRISTA NELSON | 418.00 |
| 01 | 00055188 | C | 10/30/2025 | 10260 | ADELE C YOUNG INTERM SCH | 255.00 |
| 01 | 00055189 | C | 10/30/2025 | 4260 | BCI / UTAH BUREAU OF CRIMINAL IDENTIF | 3,486.00 |
| 01 | 00055190 | C | 10/30/2025 | 100913 | BORDER STATES INDUSTRIES, INC | 2,689.50 |
| 01 | 00055191 | C | 10/30/2025 | 73016 | CANON U.S.A., INC | 3,193.94 |
| 01 | 00055192 | C | 10/30/2025 | 819370 | CLASSICAL STRINGS / G WILHELMSSEN | 300.00 |
| 01 | 00055193 | C | 10/30/2025 | 62235 | DEX IMAGING LLC | 180.00 |
| 01 | 00055194 | C | 10/30/2025 | 66435 | OBSERVERTAB, LLC | 11,610.90 |
| 01 | 00055195 | C | 10/30/2025 | 35955 | PROMO PLUS | 685.00 |
| 01 | 00055196 | C | 10/30/2025 | 65374 | SUMMIT FIRE & SECURITY LLC | 927.34 |
| 01 | 00055197 | C | 10/30/2025 | 511570 | UTAH LABOR COMMISSION DIVISION OF | 72.00 |
| 01 | 00055198 | C | 10/30/2025 | 63177 | VALANT MEDICAL SOLUTIONS, INC | 185.00 |
| 01 | 00055199 | C | 10/30/2025 | 24580 | VERIZON WIRELESS | 7,438.82 |
| 01 | 00055200 | C | 10/30/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 8,150.69 |
| 01 | 00055201 | C | 10/30/2025 | 106497 | APPLE STORE | 828.00 |
| 01 | 00055202 | C | 10/30/2025 | 68497 | BLINDS.COM | 48.74 |
| 01 | 00055203 | C | 10/30/2025 | 31658 | BSN SPORTS | 6,098.22 |
| 01 | 00055204 | C | 10/30/2025 | 100293 | DELL INC | 2,439.00 |
| 01 | 00055205 | C | 10/30/2025 | 587760 | MSR WEST INC / E3 DIAGNOSTICS | 6,020.00 |
| 01 | 00055206 | C | 10/30/2025 | 57207 | FILTERBUY INC. | 233.76 |
| 01 | 00055207 | C | 10/30/2025 | 72656 | PNC BANK | 143.98 |
| 01 | 00055208 | C | 10/30/2025 | 110413 | FULL COMPASS SYSTEM LTD | 4,804.46 |

Check Register Summary

Batch Year: 26 Bank: All Date Range: 10/01/2025 - 10/31/2025

| Bank | Check | Type | Date | Vendor | Vendor Name | Amount |
|-----------------------|----------|------|------------|--------|---------------------------------------|-----------------------|
| 01 | 00055209 | C | 10/30/2025 | 386370 | HYKO SUPPLY CO | 2,318.83 |
| 01 | 00055210 | C | 10/30/2025 | 100522 | INTERMOUNTAIN FARMERS ASSOC / IFA | 358.80 |
| 01 | 00055211 | C | 10/30/2025 | 107940 | IPACO | 2,460.72 |
| 01 | 00055212 | C | 10/30/2025 | 100550 | JOSTENS INC | 1,142.58 |
| 01 | 00055213 | C | 10/30/2025 | 28746 | KUTA SOFTWARE LLC | 260.00 |
| 01 | 00055214 | C | 10/30/2025 | 633340 | OFFICE DEPOT | 212.97 |
| 01 | 00055215 | C | 10/30/2025 | 100987 | PEARSON EDUCATION CENTER | 5,362.59 |
| 01 | 00055216 | C | 10/30/2025 | 699420 | PERMA BOUND BOOKS | 452.42 |
| 01 | 00055217 | C | 10/30/2025 | 157371 | STAPLES | 80.10 |
| 01 | 00055218 | C | 10/30/2025 | 54879 | THOMAS & SONS LLC | 8,230.00 |
| 01 | 02100825 | M | 10/06/2025 | 109177 | UTAH DEPARTMENT OF WORKFORCE SERVICES | 1,556.88 |
| 01 | 05101025 | M | 10/09/2025 | 888540 | US BANK | 184,358.24 |
| 01 | 07103125 | M | 10/29/2025 | 999070 | HEALTH EQUITY INC | 165,356.77 |
| 01 | 08103125 | M | 10/29/2025 | 999005 | UTAH STATE RETIREMENT FUND | 1,648,466.32 |
| 01 | 09102025 | M | 10/29/2025 | 999140 | BANK OF UTAH | 235,653.14 |
| 01 | 09102425 | M | 10/29/2025 | 999140 | BANK OF UTAH | 39,758.76 |
| 01 | 09103125 | M | 10/29/2025 | 999140 | BANK OF UTAH | 1,420,397.51 |
| 01 | 9102425A | M | 10/29/2025 | 999140 | BANK OF UTAH | 12,651.58 |
| Total Bank: 01 | | | | | | \$6,669,702.23 |
| 02 | 00101547 | C | 10/02/2025 | 10260 | ADELE C YOUNG INTERM SCH | 2,050.00 |
| 02 | 00101548 | C | 10/02/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 2,293.66 |
| 02 | 00101549 | C | 10/02/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 5,294.08 |
| 02 | 00101550 | C | 10/09/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 521.05 |
| 02 | 00101551 | C | 10/09/2025 | 104338 | BOX ELDER HIGH SCHOOL | 19.12 |
| 02 | 00101552 | C | 10/09/2025 | 512588 | LAKE VIEW SCHOOL | 1,050.00 |
| 02 | 00101553 | C | 10/09/2025 | 612068 | NORTH PARK SCHOOL | 3,000.00 |
| 02 | 00101554 | C | 10/15/2025 | 50695 | TEACHERS PAY TEACHERS | 626.60 |
| 02 | 00101555 | C | 10/23/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 391.81 |
| 02 | 00101556 | C | 10/23/2025 | 45560 | LAKESHORE LEARNING MATERIALS | 54.28 |
| 02 | 00101557 | C | 10/30/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 302.43 |
| 02 | 00101558 | C | 10/30/2025 | 804830 | SOUTHERN UTAH UNIVERSITY | 1,200.00 |
| 02 | 00101559 | C | 10/30/2025 | 109542 | UNIVERISTY OF UTAH | 5,500.00 |
| 02 | 00101560 | C | 10/31/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 499.16 |
| Total Bank: 02 | | | | | | \$22,802.19 |
| 11 | 01107069 | A | 10/02/2025 | 73369 | MACLANE BALLARD | 22.40 |
| 11 | 01107070 | A | 10/02/2025 | 101520 | BELL JANITORIAL | 285.87 |
| 11 | 01107071 | A | 10/02/2025 | 67830 | STEPHANIE BORGER | 170.00 |
| 11 | 01107072 | A | 10/02/2025 | 102177 | BRADY INDUSTRIES LLC | 93.73 |
| 11 | 01107073 | A | 10/02/2025 | 72036 | PAUL BUCHI | 170.00 |
| 11 | 01107074 | A | 10/02/2025 | 105301 | CACHE VALLEY ELECTRIC INC | 43,894.75 |
| 11 | 01107075 | A | 10/02/2025 | 109337 | VAL CALL | 170.00 |
| 11 | 01107076 | A | 10/02/2025 | 66958 | CDW GOVERNMENT, LLC | 5,130.00 |
| 11 | 01107077 | A | 10/02/2025 | 53473 | CHARLIE'S PRODUCE | 940.68 |
| 11 | 01107078 | A | 10/02/2025 | 70440 | JOSE CONTRERAS | 170.00 |
| 11 | 01107079 | A | 10/02/2025 | 71986 | KEITH CUCH | 170.00 |
| 11 | 01107080 | A | 10/02/2025 | 67849 | ISSAC DELGADO | 152.27 |
| 11 | 01107081 | A | 10/02/2025 | 728870 | ENBRIDGE GAS UTAH | 3,169.19 |
| 11 | 01107082 | A | 10/02/2025 | 13382 | AGUSTIN ESCOBAR | 170.00 |
| 11 | 01107083 | A | 10/02/2025 | 28053 | JOHNNY FORSGREN | 154.58 |
| 11 | 01107084 | A | 10/02/2025 | 68063 | MATT GARCIA | 170.00 |
| 11 | 01107085 | A | 10/02/2025 | 322776 | GRAINGERS INC | 528.60 |
| 11 | 01107086 | A | 10/02/2025 | 331790 | TRENT D GUNN | 166.32 |
| 11 | 01107087 | A | 10/02/2025 | 76074 | ADDISON HANEY | 120.00 |
| 11 | 01107088 | A | 10/02/2025 | 67881 | BRANDON HARPER | 170.00 |
| 11 | 01107089 | A | 10/02/2025 | 68233 | OPAL JENKS | 140.00 |
| 11 | 01107090 | A | 10/02/2025 | 72133 | ALAN JOHNSON | 170.00 |
| 11 | 01107091 | A | 10/02/2025 | 72125 | MCKENZIE JOHNSON | 127.63 |
| 11 | 01107092 | A | 10/02/2025 | 67911 | SHANE LARSEN | 170.00 |
| 11 | 01107093 | A | 10/02/2025 | 39551 | SHAWN MARBLE | 159.02 |
| 11 | 01107094 | A | 10/02/2025 | 69302 | SHAUNTEL MERRILL | 158.99 |
| 11 | 01107095 | A | 10/02/2025 | 67938 | ERIC MEUNIER | 163.16 |
| 11 | 01107096 | A | 10/02/2025 | 68217 | TAYLOR NELSON | 170.00 |

Check Register Summary

Batch Year: 26 Bank: All Date Range: 10/01/2025 - 10/31/2025

| Bank | Check | Type | Date | Vendor | Vendor Name | Amount |
|------|----------|------|------------|--------|--------------------------------------|-----------|
| 11 | 01107097 | A | 10/02/2025 | 68802 | ABBY OBLOCK | 63.35 |
| 11 | 01107098 | A | 10/02/2025 | 36013 | ISABEL OLSEN | 90.87 |
| 11 | 01107099 | A | 10/02/2025 | 68195 | PAUL QUILTER | 170.00 |
| 11 | 01107100 | A | 10/02/2025 | 58599 | THOMAS RAISOR | 170.00 |
| 11 | 01107101 | A | 10/02/2025 | 38024 | STEVEN SIMPSON | 170.00 |
| 11 | 01107102 | A | 10/02/2025 | 11274 | JONATHAN SMITH | 170.00 |
| 11 | 01107103 | A | 10/02/2025 | 74284 | THATCHER COMPANY, INC. | 1,874.20 |
| 11 | 01107104 | A | 10/02/2025 | 47686 | TNT ENGRAVING | 4,386.00 |
| 11 | 01107105 | A | 10/02/2025 | 68039 | ESTELA VELASCO | 170.00 |
| 11 | 01107106 | A | 10/02/2025 | 100590 | WAXIE SANITARY SUPPLY | 656.48 |
| 11 | 01107107 | A | 10/02/2025 | 76066 | FLORENCIO ZARATE CONTRERAS | 170.00 |
| 11 | 01107108 | A | 10/09/2025 | 11762 | PHILLIP ALBRIGHT | 170.00 |
| 11 | 01107109 | A | 10/09/2025 | 76155 | LANAE AYOTTE | 256.50 |
| 11 | 01107110 | A | 10/09/2025 | 73369 | MACLANE BALLARD | 170.00 |
| 11 | 01107111 | A | 10/09/2025 | 104132 | BEAZER LOCK & KEY | 588.00 |
| 11 | 01107112 | A | 10/09/2025 | 101520 | BELL JANITORIAL | 934.44 |
| 11 | 01107113 | A | 10/09/2025 | 48011 | GAILE BINGHAM | 60.00 |
| 11 | 01107114 | A | 10/09/2025 | 60933 | MICHAEL BIRD | 36.00 |
| 11 | 01107115 | A | 10/09/2025 | 40410 | KAREN BRAITHWAITE | 83.72 |
| 11 | 01107116 | A | 10/09/2025 | 44342 | MICHELLE BREIDER | 314.60 |
| 11 | 01107117 | A | 10/09/2025 | 39616 | JOHN BRYAN | 46.00 |
| 11 | 01107118 | A | 10/09/2025 | 72214 | CORINA CAMARGO | 163.06 |
| 11 | 01107119 | A | 10/09/2025 | 76171 | ANA CANENGUEZ DE RAMIREZ | 169.96 |
| 11 | 01107120 | A | 10/09/2025 | 106437 | CARSON ELEVATOR CO INC | 4,880.40 |
| 11 | 01107121 | A | 10/09/2025 | 31380 | JOSE M CEDILLO | 289.00 |
| 11 | 01107122 | A | 10/09/2025 | 53473 | CHARLIE'S PRODUCE | 1,549.63 |
| 11 | 01107123 | A | 10/09/2025 | 76180 | RICHARD COLVIN | 47.72 |
| 11 | 01107124 | A | 10/09/2025 | 72400 | STEVEN CUTLER | 120.00 |
| 11 | 01107125 | A | 10/09/2025 | 32263 | TIFFANY EDDINGTON | 900.27 |
| 11 | 01107126 | A | 10/09/2025 | 75272 | ESS WEST, LLC | 40,115.75 |
| 11 | 01107127 | A | 10/09/2025 | 72850 | KANONI HARRIS | 93.00 |
| 11 | 01107128 | A | 10/09/2025 | 110942 | KIP A HEINER | 302.00 |
| 11 | 01107129 | A | 10/09/2025 | 110864 | JEFF HUNT | 106.00 |
| 11 | 01107130 | A | 10/09/2025 | 61530 | INTELEPEER CLOUD COMMUNICATIONS, LLC | 5,582.65 |
| 11 | 01107131 | A | 10/09/2025 | 37664 | ASHLEY JENSEN | 59.00 |
| 11 | 01107132 | A | 10/09/2025 | 67644 | MICHELLE JENSEN | 1,323.40 |
| 11 | 01107133 | A | 10/09/2025 | 76139 | SYLVIA JEPSEN | 46.00 |
| 11 | 01107134 | A | 10/09/2025 | 72842 | MONTANAELA LOFTISS | 249.00 |
| 11 | 01107135 | A | 10/09/2025 | 72486 | CORY LOPEZ | 59.00 |
| 11 | 01107136 | A | 10/09/2025 | 67075 | RACHEL MCCULLOUGH | 59.00 |
| 11 | 01107137 | A | 10/09/2025 | 68225 | MARK MCKINLEY | 121.44 |
| 11 | 01107138 | A | 10/09/2025 | 76198 | ABIGAIL MERRILL | 170.00 |
| 11 | 01107139 | A | 10/09/2025 | 67946 | NATHAN MILLER | 170.00 |
| 11 | 01107140 | A | 10/09/2025 | 43982 | MIKE MOORE | 665.28 |
| 11 | 01107141 | A | 10/09/2025 | 20079 | MEGAN MORRIS | 917.91 |
| 11 | 01107142 | A | 10/09/2025 | 21962 | MARK NELSON | 46.00 |
| 11 | 01107143 | A | 10/09/2025 | 76201 | CLAUDIA ORTEGA | 170.00 |
| 11 | 01107144 | A | 10/09/2025 | 67989 | JERIANNE PARKINSON | 170.00 |
| 11 | 01107145 | A | 10/09/2025 | 71439 | PILOT THOMAS LOGISTICS, LLC | 23,032.55 |
| 11 | 01107146 | A | 10/09/2025 | 52221 | SAMSARA | 1,639.11 |
| 11 | 01107147 | A | 10/09/2025 | 50547 | KRISTAL SMALL | 76.16 |
| 11 | 01107148 | A | 10/09/2025 | 102033 | SCOTT STAHELI | 95.00 |
| 11 | 01107149 | A | 10/09/2025 | 76147 | BROOKLYN TIMBIMBOO | 869.42 |
| 11 | 01107150 | A | 10/09/2025 | 59706 | TRINI TRACY | 36.00 |
| 11 | 01107151 | A | 10/09/2025 | 852290 | SANDIE TRAPP | 46.00 |
| 11 | 01107152 | A | 10/09/2025 | 100590 | WAXIE SANITARY SUPPLY | 937.89 |
| 11 | 01107153 | A | 10/09/2025 | 72109 | CHASE WEEMS | 151.96 |
| 11 | 01107154 | A | 10/09/2025 | 68047 | BRENDA WILDE | 170.00 |
| 11 | 01107155 | A | 10/09/2025 | 69442 | TRINA WINNINGHAM | 302.00 |
| 11 | 01107156 | A | 10/09/2025 | 72389 | ANGEL ZAMBRANO | 163.17 |
| 11 | 01107157 | A | 10/15/2025 | 68276 | COLETTE BRADFORD | 170.00 |
| 11 | 01107158 | A | 10/15/2025 | 76287 | JOSHUA BRITTIN | 112.00 |

Check Register Summary

Batch Year: 26 Bank: All Date Range: 10/01/2025 - 10/31/2025

| Bank | Check | Type | Date | Vendor | Vendor Name | Amount |
|-----------------------|----------|------|------------|--------|-----------------------|-----------------------|
| 11 | 01107159 | A | 10/15/2025 | 134250 | CEM SALES & SERVICE | 841.59 |
| 11 | 01107160 | A | 10/15/2025 | 53473 | CHARLIE'S PRODUCE | 2,862.38 |
| 11 | 01107161 | A | 10/15/2025 | 72001 | CHAD CHRISTENSEN | 170.00 |
| 11 | 01107162 | A | 10/15/2025 | 76244 | SYLVIA COLLOM | 42.91 |
| 11 | 01107163 | A | 10/15/2025 | 49654 | J DAVID COOK | 112.00 |
| 11 | 01107164 | A | 10/15/2025 | 67873 | BROOKE DRAPER | 130.32 |
| 11 | 01107165 | A | 10/15/2025 | 728870 | ENBRIDGE GAS UTAH | 11,006.57 |
| 11 | 01107166 | A | 10/15/2025 | 75272 | ESS WEST, LLC | 44,148.41 |
| 11 | 01107167 | A | 10/15/2025 | 68268 | JOSEFINA FERNANDEZ | 140.00 |
| 11 | 01107168 | A | 10/15/2025 | 68250 | CATHY GONZALES | 170.00 |
| 11 | 01107169 | A | 10/15/2025 | 46116 | ROBERT GORDON | 112.00 |
| 11 | 01107170 | A | 10/15/2025 | 58300 | JOSH HOCHSTETTLER | 112.00 |
| 11 | 01107171 | A | 10/15/2025 | 49646 | CODY HOWARD | 112.00 |
| 11 | 01107172 | A | 10/15/2025 | 36838 | JOHN KREY | 115.22 |
| 11 | 01107173 | A | 10/15/2025 | 3603 | CASEY LILJENQUIST | 112.00 |
| 11 | 01107174 | A | 10/15/2025 | 46507 | ERIC MCEWAN | 112.00 |
| 11 | 01107175 | A | 10/15/2025 | 76279 | JOHN MCMAHON | 72.84 |
| 11 | 01107176 | A | 10/15/2025 | 19399 | SHAWN MOYES | 170.00 |
| 11 | 01107177 | A | 10/15/2025 | 68209 | TAMARA OLSEN | 170.00 |
| 11 | 01107178 | A | 10/15/2025 | 700677 | SCOTT PETERSEN | 170.00 |
| 11 | 01107179 | A | 10/15/2025 | 76260 | KHALIL RAMOS | 108.79 |
| 11 | 01107180 | A | 10/15/2025 | 103410 | CAROLINA REX | 67.20 |
| 11 | 01107181 | A | 10/15/2025 | 68012 | JUSTYN ROSE | 159.29 |
| 11 | 01107182 | A | 10/15/2025 | 12688 | SYSCO | 328,641.73 |
| 11 | 01107183 | A | 10/15/2025 | 47686 | TNT ENGRAVING | 3,520.00 |
| 11 | 01107184 | A | 10/15/2025 | 100590 | WAXIE SANITARY SUPPLY | 590.18 |
| 11 | 01107185 | A | 10/15/2025 | 68187 | CHRIS WEEMS | 170.00 |
| 11 | 01107186 | A | 10/15/2025 | 27480 | LINDA WILCOX | 122.65 |
| 11 | 01107187 | A | 10/23/2025 | 70343 | BLUUM USA, INC | 3,952.50 |
| 11 | 01107188 | A | 10/23/2025 | 76309 | JENNY BUELL | 99.00 |
| 11 | 01107189 | A | 10/23/2025 | 6319 | MEGAN BUSHNELL | 270.00 |
| 11 | 01107190 | A | 10/23/2025 | 53473 | CHARLIE'S PRODUCE | 1,328.98 |
| 11 | 01107191 | A | 10/23/2025 | 107656 | DWA CONSTRUCTION INC | 686,683.53 |
| 11 | 01107192 | A | 10/23/2025 | 75272 | ESS WEST, LLC | 73,408.80 |
| 11 | 01107193 | A | 10/23/2025 | 322776 | GRAINGERS INC | 495.80 |
| 11 | 01107194 | A | 10/23/2025 | 47864 | KAYLEEN KRAUS | 23.00 |
| 11 | 01107195 | A | 10/23/2025 | 39560 | TESSA LESLIE | 54.51 |
| 11 | 01107196 | A | 10/23/2025 | 74756 | ADRIANA METARREF | 270.00 |
| 11 | 01107197 | A | 10/23/2025 | 21300 | JEFF MORRIS | 270.00 |
| 11 | 01107198 | A | 10/23/2025 | 68160 | TRACY ODELL | 23.00 |
| 11 | 01107199 | A | 10/23/2025 | 29750 | CINDY SUE ROMNEY | 270.00 |
| 11 | 01107200 | A | 10/23/2025 | 48976 | DIANNA SERFUSTINI | 256.50 |
| 11 | 01107201 | A | 10/23/2025 | 109917 | LYNETTE TERVORT | 270.00 |
| 11 | 01107202 | A | 10/23/2025 | 100590 | WAXIE SANITARY SUPPLY | 1,813.57 |
| 11 | 01107203 | A | 10/30/2025 | 3379 | LINN BECK | 811.08 |
| 11 | 01107204 | A | 10/30/2025 | 101520 | BELL JANITORIAL | 1,584.26 |
| 11 | 01107205 | A | 10/30/2025 | 102177 | BRADY INDUSTRIES LLC | 73.04 |
| 11 | 01107206 | A | 10/30/2025 | 134250 | CEM SALES & SERVICE | 545.70 |
| 11 | 01107207 | A | 10/30/2025 | 53473 | CHARLIE'S PRODUCE | 1,290.73 |
| 11 | 01107208 | A | 10/30/2025 | 70882 | DEBRA EVANS | 162.40 |
| 11 | 01107209 | A | 10/30/2025 | 76465 | JOHNATHAN EVANS | 336.00 |
| 11 | 01107210 | A | 10/30/2025 | 322776 | GRAINGERS INC | 164.72 |
| 11 | 01107211 | A | 10/30/2025 | 8966 | TRACY HANSEN | 811.08 |
| 11 | 01107212 | A | 10/30/2025 | 493150 | JO ANN KIMBER | 504.00 |
| 11 | 01107213 | A | 10/30/2025 | 68802 | ABBY OBLOCK | 135.22 |
| 11 | 01107214 | A | 10/30/2025 | 111189 | PATRICK PARKER | 300.00 |
| 11 | 01107215 | A | 10/30/2025 | 9865 | DAVID RICHARDS | 3,032.66 |
| 11 | 01107216 | A | 10/30/2025 | 100590 | WAXIE SANITARY SUPPLY | 800.01 |
| Total Bank: 11 | | | | | | \$1,328,676.25 |

Check Register Summary

Batch Year: 26 Bank: All Date Range: 10/01/2025 - 10/31/2025

| Bank | Check | Type | Date | Vendor | Vendor Name | Amount |
|-----------------------|----------|------|------------|--------|---------------------------------------|--------------------|
| 15 | 00000382 | C | 10/07/2025 | 690789 | PARK VALLEY SCHOOL | 750.00 |
| 15 | 00000383 | C | 10/07/2025 | 43567 | PENCIL WHOLESale LLC | 110.76 |
| 15 | 00000384 | C | 10/07/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 31.98 |
| 15 | 00000385 | C | 10/07/2025 | 633340 | OFFICE DEPOT | 480.98 |
| 15 | 00000386 | C | 10/14/2025 | 15342 | ALL FOR KIDZ | 2,488.00 |
| 15 | 00000387 | C | 10/14/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 455.00 |
| 15 | 00000388 | C | 10/14/2025 | 64017 | COPPER CANYON APPAREL | 149.39 |
| 15 | 00000389 | C | 10/14/2025 | 14958 | CULLIGAN | 139.95 |
| 15 | 00000390 | C | 10/14/2025 | 489250 | KENTS MARKET PL/BRIGHAM | 41.99 |
| 15 | 00000391 | C | 10/14/2025 | 489240 | KENTS MARKET PL/TREMONTON | 185.81 |
| 15 | 00000392 | C | 10/14/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 255.36 |
| 15 | 00000393 | C | 10/14/2025 | 180241 | DEMCO INC | 156.04 |
| 15 | 00000394 | C | 10/14/2025 | 111629 | WEST MUSIC COMPANY | 350.50 |
| 15 | 00000395 | C | 10/21/2025 | 15342 | ALL FOR KIDZ | 4,694.00 |
| 15 | 00000396 | C | 10/21/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 1,059.92 |
| 15 | 00000397 | C | 10/28/2025 | 15342 | ALL FOR KIDZ | 3,786.00 |
| 15 | 00000398 | C | 10/28/2025 | 15342 | ALL FOR KIDZ | 2,930.00 |
| 15 | 00000399 | C | 10/28/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 60.12 |
| 15 | 00000400 | C | 10/28/2025 | 489240 | KENTS MARKET PL/TREMONTON | 252.80 |
| 15 | 00000401 | C | 10/28/2025 | 43567 | PENCIL WHOLESale LLC | 199.60 |
| 15 | 00000402 | C | 10/28/2025 | 103604 | SCHOLASTIC MAGAZINES | 2,701.92 |
| 15 | 00000403 | C | 10/28/2025 | 76295 | THE ADVENTURE PERSPECTIVE | 1,318.40 |
| 15 | 00000404 | C | 10/28/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 957.28 |
| 15 | 00000405 | C | 10/28/2025 | 157371 | STAPLES | 329.20 |
| Total Bank: 15 | | | | | | \$23,885.00 |
| 29 | 16800626 | C | 10/08/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 638.64 |
| 29 | 16800627 | C | 10/22/2025 | 999140 | BANK OF UTAH | 200.00 |
| 29 | 16800628 | C | 10/28/2025 | 107102 | BEAR RIVER BOWLING CENTER / THE GRILL | 816.00 |
| 29 | 16800629 | C | 10/28/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 106.33 |
| 29 | 16800630 | C | 10/29/2025 | 507075 | KELLIE KUNZLER | 347.26 |
| Total Bank: 29 | | | | | | \$2,108.23 |
| 33 | 30403220 | C | 10/09/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 106.92 |
| 33 | 30403221 | C | 10/09/2025 | 158220 | COVER UP | 1,390.00 |
| 33 | 30403222 | C | 10/09/2025 | 66834 | MOUNTAIN VALLEY PRINTING | 100.00 |
| 33 | 30403223 | C | 10/09/2025 | 769715 | SAM'S CLUB BUSINESS PAYMENTS | 392.49 |
| 33 | 30403224 | C | 10/09/2025 | 75426 | TREVIPAY-WALMART | 393.43 |
| 33 | 30403225 | C | 10/09/2025 | 5908 | WALMART COMMUNITY | 95.31 |
| 33 | 30403226 | C | 10/21/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 618.38 |
| 33 | 30403227 | C | 10/30/2025 | 489240 | KENTS MARKET PL/TREMONTON | 1,111.46 |
| 33 | 30403228 | C | 10/30/2025 | 40550 | MARSHALL DRY GOODS INC | 718.00 |
| 33 | 30403229 | C | 10/30/2025 | 76473 | MANDI THORNTON | 50.00 |
| 33 | 30403230 | C | 10/30/2025 | 75426 | TREVIPAY-WALMART | 319.91 |
| Total Bank: 33 | | | | | | \$5,295.90 |

Check Register Summary

Batch Year: 26 Bank: All Date Range: 10/01/2025 - 10/31/2025

| Bank | Check | Type | Date | Vendor | Vendor Name | Amount |
|-----------------------|----------|------|------------|--------|------------------------------------|--------------------|
| 34 | 30803846 | C | 10/06/2025 | 71242 | IRON GATE CATERING | 1,740.00 |
| 34 | 30803847 | C | 10/13/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 664.87 |
| 34 | 30803848 | C | 10/13/2025 | 45500 | BOX ELDER SCHOOL DISTRICT | 130.00 |
| 34 | 30803849 | C | 10/13/2025 | 111635 | BRIDGERLAND BAND INSTRUMENT REPAIR | 7,313.00 |
| 34 | 30803850 | C | 10/13/2025 | 158220 | COVER UP | 609.40 |
| 34 | 30803851 | C | 10/13/2025 | 57789 | DO GOOD DESIGNS UTAH | 555.00 |
| 34 | 30803852 | C | 10/13/2025 | 71242 | IRON GATE CATERING | 870.00 |
| 34 | 30803853 | C | 10/13/2025 | 109248 | J W PEPPER MUSIC | 134.60 |
| 34 | 30803854 | C | 10/13/2025 | 633340 | OFFICE DEPOT | 28.51 |
| 34 | 30803855 | C | 10/13/2025 | 75426 | TREVIPAY-WALMART | 415.95 |
| 34 | 30803856 | C | 10/13/2025 | 5908 | WALMART COMMUNITY | 124.40 |
| 34 | 30803857 | C | 10/13/2025 | 10901 | WROUGHT IRON HANDICRAFTS INC | 3,149.81 |
| 34 | 30803858 | C | 10/20/2025 | 71242 | IRON GATE CATERING | 870.00 |
| 34 | 30803859 | C | 10/22/2025 | 112046 | ACE HARDWARE - BRIGHAM | 5.49 |
| 34 | 30803860 | C | 10/22/2025 | 71897 | ERIN L ANDERSON | 3,000.00 |
| 34 | 30803861 | C | 10/22/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 1,332.35 |
| 34 | 30803862 | C | 10/22/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 19,633.00 |
| 34 | 30803863 | C | 10/22/2025 | 75426 | TREVIPAY-WALMART | 140.77 |
| 34 | 30803864 | C | 10/27/2025 | 112046 | ACE HARDWARE - BRIGHAM | 149.12 |
| 34 | 30803865 | C | 10/27/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 237.08 |
| 34 | 30803866 | C | 10/27/2025 | 64017 | COPPER CANYON APPAREL | 198.38 |
| 34 | 30803867 | C | 10/27/2025 | 819370 | CLASSICAL STRINGS / G WILHELMSSEN | 255.00 |
| 34 | 30803868 | C | 10/27/2025 | 71242 | IRON GATE CATERING | 1,740.00 |
| Total Bank: 34 | | | | | | \$43,296.73 |
| 35 | 40403494 | C | 10/08/2025 | 1 | KYLE TOMKINSON | 50.00 |
| 35 | 40403495 | C | 10/08/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 1,202.85 |
| 35 | 40403496 | C | 10/08/2025 | 327480 | GREER'S HARDWARE | 35.98 |
| 35 | 40403497 | C | 10/08/2025 | 103961 | INTERMOUNTAIN WOOD PRODUCTS | 748.17 |
| 35 | 40403498 | C | 10/08/2025 | 109248 | J W PEPPER MUSIC | 194.90 |
| 35 | 40403499 | C | 10/08/2025 | 489240 | KENTS MARKET PL/TREMONTON | 1,184.12 |
| 35 | 40403500 | C | 10/08/2025 | 110914 | SUPERIOR WATER AND AIR INC | 39.95 |
| 35 | 40403501 | C | 10/08/2025 | 891181 | UTAH STATE UNIVERSITY/UTAH AG | 108.00 |
| 35 | 40403502 | C | 10/14/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 499.48 |
| 35 | 40403503 | C | 10/28/2025 | 1724 | ACE HARDWARE TREMONTON | 135.83 |
| 35 | 40403504 | C | 10/28/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 1,275.13 |
| 35 | 40403505 | C | 10/28/2025 | 61794 | GOGUARDIAN | 1,100.00 |
| 35 | 40403506 | C | 10/28/2025 | 729276 | QUILL CORPORATION | 326.84 |
| Total Bank: 35 | | | | | | \$6,901.25 |

Check Register Summary

Batch Year: 26 Bank: All Date Range: 10/01/2025 - 10/31/2025

| Bank | Check | Type | Date | Vendor | Vendor Name | Amount |
|-----------------------|----------|------|------------|--------|----------------------------------|--------------------|
| 36 | 40804840 | C | 10/06/2025 | 1 | JOETTE CRAIG | 15.00 |
| 36 | 40804841 | C | 10/06/2025 | 1 | KAITLIN ROYOS | 10.00 |
| 36 | 40804842 | C | 10/06/2025 | 1643 | ALLENS CERAMICS | 98.00 |
| 36 | 40804843 | C | 10/06/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 1,229.71 |
| 36 | 40804844 | C | 10/06/2025 | 104338 | BOX ELDER HIGH SCHOOL | 4.51 |
| 36 | 40804845 | C | 10/06/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 157.61 |
| 36 | 40804846 | C | 10/06/2025 | 158220 | COVER UP | 324.74 |
| 36 | 40804847 | C | 10/06/2025 | 71978 | NATHAN MINERT | 200.00 |
| 36 | 40804848 | C | 10/06/2025 | 4960 | OLD GRIST MILL BREAD | 84.26 |
| 36 | 40804849 | C | 10/06/2025 | 11711 | SOUTHWEST STRINGS | 265.27 |
| 36 | 40804850 | C | 10/06/2025 | 111790 | SUNSTONE POTTERY | 1,284.00 |
| 36 | 40804850 | CV | 10/15/2025 | 111790 | SUNSTONE POTTERY | -1,284.00 |
| 36 | 40804851 | C | 10/06/2025 | 27383 | UTAH RESTAURANT ASSOCIATION | 120.00 |
| 36 | 40804852 | C | 10/06/2025 | 5908 | WALMART COMMUNITY | 899.28 |
| 36 | 40804853 | C | 10/08/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 404.57 |
| 36 | 40804854 | C | 10/08/2025 | 104338 | BOX ELDER HIGH SCHOOL | 1,620.00 |
| 36 | 40804855 | C | 10/08/2025 | 76090 | CROWD CONTROL WAREHOUSE, LLC | 536.18 |
| 36 | 40804856 | C | 10/08/2025 | 19879 | SHEET MUSIC PLUS | 99.00 |
| 36 | 40804857 | C | 10/08/2025 | 75426 | TREVIPAY-WALMART | 1,221.16 |
| 36 | 40804858 | C | 10/14/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 193.92 |
| 36 | 40804859 | C | 10/14/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 1,821.81 |
| 36 | 40804860 | C | 10/14/2025 | 489250 | KENTS MARKET PL/BRIGHAM | 617.72 |
| 36 | 40804861 | C | 10/14/2025 | 19879 | SHEET MUSIC PLUS | 13.68 |
| 36 | 40804862 | C | 10/14/2025 | 10731 | SMITH'S CUSTOMER CHARGES | 25.97 |
| 36 | 40804863 | C | 10/14/2025 | 111790 | SUNSTONE POTTERY | 1,027.20 |
| 36 | 40804864 | C | 10/14/2025 | 75426 | TREVIPAY-WALMART | 43.92 |
| 36 | 40804865 | C | 10/21/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 459.25 |
| 36 | 40804866 | C | 10/21/2025 | 104348 | BOX ELDER MIDDLE SCHOOL | 93.75 |
| 36 | 40804867 | C | 10/21/2025 | 19879 | SHEET MUSIC PLUS | 127.38 |
| 36 | 40804868 | C | 10/21/2025 | 75426 | TREVIPAY-WALMART | 259.77 |
| 36 | 40804869 | C | 10/27/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 91.57 |
| 36 | 40804870 | C | 10/27/2025 | 104348 | BOX ELDER MIDDLE SCHOOL | 20.00 |
| 36 | 40804871 | C | 10/27/2025 | 158220 | COVER UP | 769.38 |
| 36 | 40804872 | C | 10/27/2025 | 19879 | SHEET MUSIC PLUS | 227.91 |
| 36 | 40804873 | C | 10/27/2025 | 11711 | SOUTHWEST STRINGS | 283.50 |
| 36 | 40804874 | C | 10/27/2025 | 804825 | SUNRISE HIGH SCHOOL | 80.00 |
| 36 | 40804875 | C | 10/27/2025 | 75426 | TREVIPAY-WALMART | 266.48 |
| 36 | 40804876 | C | 10/27/2025 | 54232 | Z MACHINE AUTO AND GUNS | 85.00 |
| 36 | 40804877 | C | 10/31/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 138.71 |
| 36 | 40804878 | C | 10/31/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 659.33 |
| 36 | 40804879 | C | 10/31/2025 | 158220 | COVER UP | 983.45 |
| 36 | 40804880 | C | 10/31/2025 | 25119 | SIZZLING PLATTER | 40.95 |
| 36 | 40804881 | C | 10/31/2025 | 75426 | TREVIPAY-WALMART | 170.80 |
| 36 | 40804882 | C | 10/31/2025 | 5908 | WALMART COMMUNITY | 86.42 |
| Total Bank: 36 | | | | | | \$15,877.16 |
| 37 | 70415749 | C | 10/01/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 2,934.00 |
| 37 | 70415750 | C | 10/01/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 1,159.50 |
| 37 | 70415751 | C | 10/01/2025 | 11304 | CONCORD THEATRICALS, CORP | 2,778.68 |
| 37 | 70415752 | C | 10/01/2025 | 76058 | DAISY PAC, LLC | 748.76 |
| 37 | 70415753 | C | 10/01/2025 | 4790 | HOME DEPOT CREDIT SERVICE | 4,552.19 |
| 37 | 70415754 | C | 10/01/2025 | 1821 | IXL LEARNING | 443.75 |
| 37 | 70415755 | C | 10/01/2025 | 42390 | JUAN DIEGO CATHOLIC HIGH SCHOOL | 380.00 |
| 37 | 70415756 | C | 10/01/2025 | 5916 | PITNEY BOWES | 182.58 |
| 37 | 70415757 | C | 10/01/2025 | 62391 | KATIE PROFAIZER | 65.00 |
| 37 | 70415758 | C | 10/01/2025 | 769715 | SAM'S CLUB BUSINESS PAYMENTS | 2,343.66 |
| 37 | 70415759 | C | 10/01/2025 | 40010 | SOUTHEASTERN PERFORMANCE APPAREL | 323.58 |
| 37 | 70415760 | C | 10/01/2025 | 11843 | UTAH SHAKESPEARE FESTIVAL | 1,888.00 |
| 37 | 70415761 | C | 10/01/2025 | 5908 | WALMART COMMUNITY | 512.57 |
| 37 | 70415762 | C | 10/02/2025 | 1 | AMY AYOTTE | 10.00 |
| 37 | 70415763 | C | 10/02/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 2,010.75 |
| 37 | 70415764 | C | 10/02/2025 | 72427 | BEAR RIVER FLORAL | 273.00 |
| 37 | 70415765 | C | 10/02/2025 | 102697 | INTERCONNECT SERVICES INC | 750.00 |

Check Register Summary

Batch Year: 26 Bank: All Date Range: 10/01/2025 - 10/31/2025

| Bank | Check | Type | Date | Vendor | Vendor Name | Amount |
|------|----------|------|------------|--------|--------------------------------------|-----------|
| 37 | 70415766 | C | 10/02/2025 | 64823 | JO AND JAX LLC | 146.40 |
| 37 | 70415767 | C | 10/02/2025 | 7242 | PINNEAE GREENHOUSES | 2,087.80 |
| 37 | 70415768 | C | 10/02/2025 | 67776 | SO SIMPLY SWEET CO | 1,000.00 |
| 37 | 70415769 | C | 10/02/2025 | 5193 | STEVE REGAN CO | 96.72 |
| 37 | 70415770 | C | 10/02/2025 | 73938 | THE SWEET SCORE | 122.50 |
| 37 | 70415771 | C | 10/02/2025 | 75426 | TREVIPAY-WALMART | 391.66 |
| 37 | 70415772 | C | 10/02/2025 | 72435 | TWISTED SUGAR TREMONTON | 3,692.14 |
| 37 | 70415773 | C | 10/07/2025 | 110509 | AUDIO ENHANCEMENT | 7,549.98 |
| 37 | 70415774 | C | 10/07/2025 | 45500 | BOX ELDER SCHOOL DISTRICT | 130.00 |
| 37 | 70415775 | C | 10/07/2025 | 75515 | EVANS, GROVER AND BEINS, PC | 625.00 |
| 37 | 70415776 | C | 10/07/2025 | 327480 | GREER'S HARDWARE | 49.67 |
| 37 | 70415777 | C | 10/07/2025 | 109248 | J W PEPPER MUSIC | 366.09 |
| 37 | 70415778 | C | 10/07/2025 | 489240 | KENTS MARKET PL/TREMONTON | 6,662.35 |
| 37 | 70415779 | C | 10/07/2025 | 76163 | MARSH VALLEY HIGH SCHOOL | 40.00 |
| 37 | 70415780 | C | 10/07/2025 | 11924 | MOUNTAIN CREST HIGH SCHOOL | 30.00 |
| 37 | 70415781 | C | 10/07/2025 | 4960 | OLD GRIST MILL BREAD | 148.06 |
| 37 | 70415782 | C | 10/07/2025 | 100686 | UHSAA / UTAH HIGH SCHOOL ACT ASSOC | 100.00 |
| 37 | 70415783 | C | 10/07/2025 | 16535 | VEX ROBOTICS | 1,100.29 |
| 37 | 70415784 | C | 10/09/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 1,764.61 |
| 37 | 70415785 | C | 10/09/2025 | 31658 | BSN SPORTS | 11,399.29 |
| 37 | 70415786 | C | 10/09/2025 | 12840 | KARA'S KONCEPTS | 510.00 |
| 37 | 70415787 | C | 10/09/2025 | 74110 | JANINE SIMMONS | 435.00 |
| 37 | 70415788 | C | 10/09/2025 | 25453 | PRIDE EMBROIDERY & SCREEN PRINTING | 166.80 |
| 37 | 70415789 | C | 10/09/2025 | 7323 | SQUARE ONE PRINTING | 805.48 |
| 37 | 70415790 | C | 10/09/2025 | 157371 | STAPLES | 532.75 |
| 37 | 70415791 | C | 10/14/2025 | 39209 | FAIRFIELD INN DRAPER | 1,514.76 |
| 37 | 70415792 | C | 10/14/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 18,395.33 |
| 37 | 70415793 | C | 10/14/2025 | 67164 | COPPER QUEEN HOTEL | 1,123.65 |
| 37 | 70415794 | C | 10/14/2025 | 46965 | LITTLE REDS LLC | 850.00 |
| 37 | 70415795 | C | 10/14/2025 | 4910 | NATIONAL FFA ORGANIZATION | 2,160.00 |
| 37 | 70415796 | C | 10/14/2025 | 75388 | SUGAR & SIPS, LLC | 720.00 |
| 37 | 70415797 | C | 10/14/2025 | 69035 | TITAN SPORTING GOODS | 3,531.60 |
| 37 | 70415798 | C | 10/14/2025 | 7536 | GAME ONE | 114.00 |
| 37 | 70415799 | C | 10/15/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 665.10 |
| 37 | 70415800 | C | 10/15/2025 | 110509 | AUDIO ENHANCEMENT | 3,093.00 |
| 37 | 70415801 | C | 10/15/2025 | 54160 | D&B CATERING | 1,000.00 |
| 37 | 70415802 | C | 10/15/2025 | 13420 | HUDL | 14,000.00 |
| 37 | 70415803 | C | 10/15/2025 | 64823 | JO AND JAX LLC | 5,378.51 |
| 37 | 70415804 | C | 10/15/2025 | 7161 | MILLER GAS CO, INC | 121.75 |
| 37 | 70415805 | C | 10/15/2025 | 66834 | MOUNTAIN VALLEY PRINTING | 7,138.50 |
| 37 | 70415806 | C | 10/15/2025 | 37591 | ONEIGHTY ATHLETICS LLC | 1,500.00 |
| 37 | 70415807 | C | 10/15/2025 | 28967 | ROBOTICS ED & COMPETITION FOUNDATION | 4,860.00 |
| 37 | 70415808 | C | 10/15/2025 | 110914 | SUPERIOR WATER AND AIR INC | 40.00 |
| 37 | 70415809 | C | 10/15/2025 | 75426 | TREVIPAY-WALMART | 626.23 |
| 37 | 70415810 | C | 10/15/2025 | 102864 | WALKER CINEMAS | 880.00 |
| 37 | 70415811 | C | 10/15/2025 | 32824 | YES PRINT COPY N MORE, LLC | 30.50 |
| 37 | 70415812 | C | 10/21/2025 | 1 | CHELSEA GILBERT | 220.00 |
| 37 | 70415813 | C | 10/21/2025 | 1 | JARED CALL | 80.00 |
| 37 | 70415814 | C | 10/21/2025 | 1 | MOLLIE CALL | 80.00 |
| 37 | 70415814 | CV | 10/22/2025 | 1 | MOLLIE CALL | -80.00 |
| 37 | 70415815 | C | 10/21/2025 | 1724 | ACE HARDWARE TREMONTON | 1,062.58 |
| 37 | 70415816 | C | 10/21/2025 | 52680 | BEAR RIVER LIVE | 200.00 |
| 37 | 70415817 | C | 10/21/2025 | 20869 | BELL PRINTING AND DESIGN | 2,357.04 |
| 37 | 70415818 | C | 10/21/2025 | 108563 | BEST WESTERN PLUS ABBEY INN | 842.37 |
| 37 | 70415819 | C | 10/21/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 1,380.48 |
| 37 | 70415820 | C | 10/21/2025 | 40363 | CIO MEDICAL SERVICES | 863.00 |
| 37 | 70415821 | C | 10/21/2025 | 158220 | COVER UP | 369.50 |
| 37 | 70415822 | C | 10/21/2025 | 361 | INTERMOUNTAIN HEALTHCARE | 6,500.00 |
| 37 | 70415823 | C | 10/21/2025 | 64823 | JO AND JAX LLC | 7,986.79 |
| 37 | 70415824 | C | 10/21/2025 | 76350 | LISA MILLER | 45.95 |
| 37 | 70415825 | C | 10/21/2025 | 4910 | NATIONAL FFA ORGANIZATION | 2,097.00 |
| 37 | 70415826 | C | 10/21/2025 | 67326 | PIZZA PLUS OF TREMONTON | 3,078.18 |

Check Register Summary

Batch Year: 26 Bank: All Date Range: 10/01/2025 - 10/31/2025

| Bank | Check | Type | Date | Vendor | Vendor Name | Amount |
|-----------------------|----------|------|------------|--------|---------------------------------------|---------------------|
| 37 | 70415827 | C | 10/21/2025 | 28967 | ROBOTICS ED & COMPETITION FOUNDATION | 65.00 |
| 37 | 70415828 | C | 10/22/2025 | 1 | BRINLIE CALL | 80.00 |
| 37 | 70415829 | C | 10/23/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 435.13 |
| 37 | 70415830 | C | 10/23/2025 | 107102 | BEAR RIVER BOWLING CENTER / THE GRILL | 710.50 |
| 37 | 70415831 | C | 10/23/2025 | 72664 | EMBI TECH | 156.00 |
| 37 | 70415832 | C | 10/23/2025 | 44172 | NORCO INC | 1,437.64 |
| 37 | 70415833 | C | 10/23/2025 | 76406 | TINY THUNDER CREATIVE SERVICES | 240.00 |
| 37 | 70415834 | C | 10/23/2025 | 7552 | UTAH FFA ASSOCIATION | 377.00 |
| 37 | 70415835 | C | 10/23/2025 | 16535 | VEX ROBOTICS | 1,154.54 |
| 37 | 70415836 | C | 10/28/2025 | 106055 | BLICK ART MATERIALS | 656.40 |
| 37 | 70415837 | C | 10/28/2025 | 104338 | BOX ELDER HIGH SCHOOL | 276.00 |
| 37 | 70415838 | C | 10/28/2025 | 31658 | BSN SPORTS | 6,595.79 |
| 37 | 70415839 | C | 10/28/2025 | 76457 | DJ SCOTTYJ, LLC | 1,200.00 |
| 37 | 70415840 | C | 10/28/2025 | 6890 | FBLA - PBL | 51.00 |
| 37 | 70415841 | C | 10/28/2025 | 4790 | HOME DEPOT CREDIT SERVICE | 2,985.26 |
| 37 | 70415842 | C | 10/28/2025 | 36200 | HERRIMAN HIGH SCHOOL | 400.00 |
| 37 | 70415843 | C | 10/28/2025 | 46965 | LITTLE REDS LLC | 1,800.00 |
| 37 | 70415844 | C | 10/28/2025 | 20001 | METRO 57 | 350.00 |
| 37 | 70415845 | C | 10/28/2025 | 105376 | PERFORMANCE AUDIO LLC | 13,146.12 |
| 37 | 70415846 | C | 10/28/2025 | 769715 | SAM'S CLUB BUSINESS PAYMENTS | 2,153.29 |
| 37 | 70415847 | C | 10/28/2025 | 76449 | SMI AWARDS | 1,638.29 |
| 37 | 70415848 | C | 10/28/2025 | 67776 | SO SIMPLY SWEET CO | 518.70 |
| 37 | 70415849 | C | 10/28/2025 | 157371 | STAPLES | 340.43 |
| 37 | 70415850 | C | 10/28/2025 | 75388 | SUGAR & SIPS, LLC | 30.00 |
| 37 | 70415851 | C | 10/28/2025 | 892964 | UTAH STATE TAX COMMISSION | 598.50 |
| 37 | 70415852 | C | 10/28/2025 | 32824 | YES PRINT COPY N MORE, LLC | 96.55 |
| 37 | 70415853 | C | 10/30/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 1,521.61 |
| 37 | 70415854 | C | 10/30/2025 | 4618 | COLEMAN KNITTING MILL | 2,765.00 |
| 37 | 70415855 | C | 10/30/2025 | 12653 | DJO GLOBAL LLC | 2,399.52 |
| 37 | 70415856 | C | 10/30/2025 | 43893 | ISTITCH | 1,342.28 |
| 37 | 70415857 | C | 10/30/2025 | 49891 | JC'S COUNTRY DINER | 1,077.80 |
| 37 | 70415858 | C | 10/30/2025 | 67148 | MADE IT DESIGN | 4,111.65 |
| 37 | 70415859 | C | 10/30/2025 | 58084 | SAUNDERS TOURS | 49,600.00 |
| 37 | 70415860 | C | 10/30/2025 | 7323 | SQUARE ONE PRINTING | 218.44 |
| 37 | 70415861 | C | 10/30/2025 | 75426 | TREVIPAY-WALMART | 241.77 |
| 37 | 70415862 | C | 10/30/2025 | 7609 | UTAH FBLA-PBL | 216.00 |
| 37 | 70415863 | C | 10/30/2025 | 27383 | UTAH RESTAURANT ASSOCIATION | 780.00 |
| Total Bank: 37 | | | | | | \$257,900.64 |
| 38 | 70815629 | CV | 10/24/2025 | 65587 | ELITE SPORTSWEAR, L.P. | -311.76 |
| 38 | 70815704 | CV | 10/01/2025 | 36935 | UTAH'S BEST VACATION RENTALS | -2,739.66 |
| 38 | 70815754 | CV | 10/01/2025 | 71390 | JOEL NAVA PHOTOGRAPHY | -663.60 |
| 38 | 70815836 | C | 10/08/2025 | 1 | CORY BEHUNIN | 150.00 |
| 38 | 70815837 | C | 10/08/2025 | 1 | LISA HOOPES | 220.00 |
| 38 | 70815838 | C | 10/08/2025 | 72621 | ABC SUPPLY CO | 1,798.67 |
| 38 | 70815839 | C | 10/08/2025 | 112046 | ACE HARDWARE - BRIGHAM | 21.48 |
| 38 | 70815840 | C | 10/08/2025 | 4529 | AFFILIATED METALS | 344.56 |
| 38 | 70815841 | C | 10/08/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 7,494.04 |
| 38 | 70815842 | C | 10/08/2025 | 35777 | AUTOZONE | 538.34 |
| 38 | 70815843 | C | 10/08/2025 | 109695 | BELLAS FRESH MEXICAN GRILL | 1,042.31 |
| 38 | 70815844 | C | 10/08/2025 | 32522 | BEST WESTERN PLUS PARK PLACE INN | 11,743.04 |
| 38 | 70815845 | C | 10/08/2025 | 76082 | DAVID BOATWRIGHT | 400.00 |
| 38 | 70815846 | C | 10/08/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 589.92 |
| 38 | 70815847 | C | 10/08/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 3,135.12 |
| 38 | 70815848 | C | 10/08/2025 | 31658 | BSN SPORTS | 3,237.01 |
| 38 | 70815849 | C | 10/08/2025 | 64017 | COPPER CANYON APPAREL | 255.50 |
| 38 | 70815850 | C | 10/08/2025 | 75779 | JAYCEE CHOURNOS | 100.00 |
| 38 | 70815851 | C | 10/08/2025 | 57789 | DO GOOD DESIGNS UTAH | 1,401.00 |
| 38 | 70815852 | C | 10/08/2025 | 65315 | ANDI GARDNER | 225.00 |
| 38 | 70815853 | C | 10/08/2025 | 13846 | HERRIMAN HIGH SCHOOL | 504.00 |
| 38 | 70815854 | C | 10/08/2025 | 51977 | HONEYBUCKET | 178.21 |
| 38 | 70815855 | C | 10/08/2025 | 109248 | J W PEPPER MUSIC | 287.98 |
| 38 | 70815856 | C | 10/08/2025 | 69256 | JFS WHOLESale | 278.36 |

Check Register Summary

Batch Year: 26 Bank: All Date Range: 10/01/2025 - 10/31/2025

| Bank | Check | Type | Date | Vendor | Vendor Name | Amount |
|------|----------|------|------------|--------|--|-----------|
| 38 | 70815857 | C | 10/08/2025 | 71390 | JOEL NAVA | 663.60 |
| 38 | 70815858 | C | 10/08/2025 | 76104 | SHELBEE LAWSON | 100.00 |
| 38 | 70815859 | C | 10/08/2025 | 74055 | M&K GRAPHICS AND APPAREL | 945.00 |
| 38 | 70815860 | C | 10/08/2025 | 543168 | MADDOX RANCH HOUSE | 596.00 |
| 38 | 70815861 | C | 10/08/2025 | 62111 | MAA AMERICAN MATHEMATICAL COMPETITIONS | 170.00 |
| 38 | 70815862 | C | 10/08/2025 | 71978 | NATHAN MINERT | 100.00 |
| 38 | 70815863 | C | 10/08/2025 | 4979 | O'REILLY AUTOMOTIVE | 188.98 |
| 38 | 70815864 | C | 10/08/2025 | 4960 | OLD GRIST MILL BREAD | 373.18 |
| 38 | 70815865 | C | 10/08/2025 | 698980 | PEPSI-COLA OF OGDEN | 1,032.53 |
| 38 | 70815866 | C | 10/08/2025 | 4987 | PICTURELINE INC | 2,018.00 |
| 38 | 70815867 | C | 10/08/2025 | 75795 | DERECK SHERER | 600.00 |
| 38 | 70815868 | C | 10/08/2025 | 109177 | STATE OF UTAH | 100.00 |
| 38 | 70815869 | C | 10/08/2025 | 804825 | SUNRISE HIGH SCHOOL | 208.00 |
| 38 | 70815870 | C | 10/08/2025 | 5223 | SWIRE COCA-COLA | 369.32 |
| 38 | 70815871 | C | 10/08/2025 | 19488 | T SHIRT CHOP SHOP | 572.00 |
| 38 | 70815872 | C | 10/08/2025 | 47686 | TNT ENGRAVING | 670.25 |
| 38 | 70815873 | C | 10/08/2025 | 75426 | TREVIPAY-WALMART | 300.36 |
| 38 | 70815874 | C | 10/08/2025 | 7641 | UGBCA | 50.00 |
| 38 | 70815875 | C | 10/08/2025 | 33936 | JILL WALLENTINE | 40.00 |
| 38 | 70815876 | C | 10/08/2025 | 927359 | FREMONT HIGH SCHOOL | 110.00 |
| 38 | 70815877 | C | 10/21/2025 | 1 | ANDREA WINKLER | 74.37 |
| 38 | 70815878 | C | 10/21/2025 | 1 | HAYDEN CHADAZ | 70.00 |
| 38 | 70815879 | C | 10/21/2025 | 1 | RANDY ROHWER | 220.00 |
| 38 | 70815880 | C | 10/21/2025 | 112046 | ACE HARDWARE - BRIGHAM | 143.77 |
| 38 | 70815881 | C | 10/21/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 4,912.25 |
| 38 | 70815882 | C | 10/21/2025 | 108543 | B & H PHOTO VIDEO | 983.67 |
| 38 | 70815883 | C | 10/21/2025 | 76252 | R&R LODGE | 550.00 |
| 38 | 70815884 | C | 10/21/2025 | 39209 | FAIRFIELD INN DRAPER | 1,980.84 |
| 38 | 70815885 | C | 10/21/2025 | 106055 | BLICK ART MATERIALS | 119.80 |
| 38 | 70815886 | C | 10/21/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 300.00 |
| 38 | 70815887 | C | 10/21/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 939.28 |
| 38 | 70815888 | C | 10/21/2025 | 31658 | BSN SPORTS | 1,592.42 |
| 38 | 70815889 | C | 10/21/2025 | 40363 | CIO MEDICAL SERVICES | 1,303.00 |
| 38 | 70815890 | C | 10/21/2025 | 102017 | CLEARFIELD HIGH SCHOOL | 61.00 |
| 38 | 70815891 | C | 10/21/2025 | 102017 | FARMINGTON HIGH SCHOOL | 53.00 |
| 38 | 70815892 | C | 10/21/2025 | 72478 | DESERT PEAKS PROMO | 442.00 |
| 38 | 70815893 | C | 10/21/2025 | 109652 | DREWES FLORAL & GIFTS | 100.00 |
| 38 | 70815894 | C | 10/21/2025 | 2267 | EPIC SPORTS INC | 117.36 |
| 38 | 70815895 | C | 10/21/2025 | 37672 | EWELL EDUCATIONAL SERVICES INC | 246.00 |
| 38 | 70815896 | C | 10/21/2025 | 76228 | FOUR SEASONS TOURS, INC | 1,000.00 |
| 38 | 70815897 | C | 10/21/2025 | 4790 | HOME DEPOT CREDIT SERVICE | 1,176.80 |
| 38 | 70815898 | C | 10/21/2025 | 100774 | JEPPSEN DISTRIBUTING/JEFF JEPPSEN | 1,200.00 |
| 38 | 70815899 | C | 10/21/2025 | 69256 | JFS WHOLESALE | 178.30 |
| 38 | 70815900 | C | 10/21/2025 | 45560 | LAKESHORE LEARNING MATERIALS | 474.05 |
| 38 | 70815901 | C | 10/21/2025 | 76210 | LASSITER, DAYSHA | 400.00 |
| 38 | 70815902 | C | 10/21/2025 | 25119 | SIZZLING PLATTER | 391.44 |
| 38 | 70815903 | C | 10/21/2025 | 74055 | M&K GRAPHICS AND APPAREL | 2,220.10 |
| 38 | 70815904 | C | 10/21/2025 | 4910 | NATIONAL FFA ORGANIZATION | 2,079.00 |
| 38 | 70815905 | C | 10/21/2025 | 4960 | OLD GRIST MILL BREAD | 129.22 |
| 38 | 70815906 | C | 10/21/2025 | 698980 | PEPSI-COLA OF OGDEN | 237.99 |
| 38 | 70815907 | C | 10/21/2025 | 18090 | PRESTON HIGH SCHOOL | 100.00 |
| 38 | 70815908 | C | 10/21/2025 | 76040 | SAVAGE GOLF, LLC | 544.50 |
| 38 | 70815909 | C | 10/21/2025 | 10731 | SMITH'S CUSTOMER CHARGES | 1,221.57 |
| 38 | 70815910 | C | 10/21/2025 | 111790 | SUNSTONE POTTERY | 1,367.50 |
| 38 | 70815911 | C | 10/21/2025 | 75426 | TREVIPAY-WALMART | 313.18 |
| 38 | 70815912 | C | 10/21/2025 | 100686 | UHSAA / UTAH HIGH SCHOOL ACT ASSOC | 6,159.00 |
| 38 | 70815913 | C | 10/21/2025 | 7552 | UTAH FFA ASSOCIATION | 377.00 |
| 38 | 70815914 | C | 10/21/2025 | 73440 | WHITE ROCK RENTAL | 130.00 |
| 38 | 70815915 | C | 10/22/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 35,833.97 |
| 38 | 70815916 | C | 10/24/2025 | 1 | BRIAN DANIELS | 1,260.00 |
| 38 | 70815917 | C | 10/24/2025 | 1 | BRYON CONNER | 1,315.00 |
| 38 | 70815918 | C | 10/24/2025 | 1 | CHERYL MOORE | 1,435.00 |

Check Register Summary

Batch Year: 26 Bank: All Date Range: 10/01/2025 - 10/31/2025

| Bank | Check | Type | Date | Vendor | Vendor Name | Amount |
|------|----------|------|------------|--------|------------------------------|-----------|
| 38 | 70815919 | C | 10/24/2025 | 1 | JEFFREY RAWLINS | 875.00 |
| 38 | 70815920 | C | 10/24/2025 | 1 | KODY QUAYLE | 1,370.00 |
| 38 | 70815921 | C | 10/24/2025 | 1 | KRISTEN WALTON | 875.00 |
| 38 | 70815922 | C | 10/24/2025 | 1 | MARCUS BUCHANAN | 1,260.00 |
| 38 | 70815923 | C | 10/24/2025 | 112046 | ACE HARDWARE - BRIGHAM | 316.81 |
| 38 | 70815924 | C | 10/24/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 1,534.51 |
| 38 | 70815925 | C | 10/24/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 6,304.32 |
| 38 | 70815926 | C | 10/24/2025 | 74080 | BRUSH BROTHERS PAINTING, INC | 1,340.00 |
| 38 | 70815927 | C | 10/24/2025 | 58157 | GIMKIT, INC | 1,000.00 |
| 38 | 70815928 | C | 10/24/2025 | 422180 | INDUSTRIAL TOOL & SUPPLY | 407.01 |
| 38 | 70815929 | C | 10/24/2025 | 103961 | INTERMOUNTAIN WOOD PRODUCTS | 700.10 |
| 38 | 70815930 | C | 10/24/2025 | 109248 | J W PEPPER MUSIC | 75.00 |
| 38 | 70815931 | C | 10/24/2025 | 69256 | JFS WHOLESale | 271.10 |
| 38 | 70815932 | C | 10/24/2025 | 25119 | SIZZLING PLATTER | 150.76 |
| 38 | 70815933 | C | 10/24/2025 | 73920 | M-X INSULATION, LLC | 1,556.00 |
| 38 | 70815934 | C | 10/24/2025 | 76376 | MARCELO'S REMODELS, LLC | 1,586.04 |
| 38 | 70815935 | C | 10/24/2025 | 698980 | PEPSI-COLA OF OGDEN | 73.11 |
| 38 | 70815936 | C | 10/24/2025 | 110975 | RIDDELL ALL AMERICAN SPORTS | 298.70 |
| 38 | 70815937 | C | 10/24/2025 | 76333 | TEAM ALLIED | 804.62 |
| 38 | 70815938 | C | 10/24/2025 | 75426 | TREVIPAY-WALMART | 146.51 |
| 38 | 70815939 | C | 10/24/2025 | 18392 | USA WRESTLING UTAH | 108.00 |
| 38 | 70815940 | C | 10/30/2025 | 112046 | ACE HARDWARE - BRIGHAM | 96.45 |
| 38 | 70815941 | C | 10/30/2025 | 38032 | AMAZON CAPITAL SERVICES INC | 2,730.49 |
| 38 | 70815942 | C | 10/30/2025 | 110509 | AUDIO ENHANCEMENT | 279.08 |
| 38 | 70815943 | C | 10/30/2025 | 106895 | BADGER SCREEN PRINTING CO | 81.09 |
| 38 | 70815944 | C | 10/30/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 59.70 |
| 38 | 70815945 | C | 10/30/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 7,066.23 |
| 38 | 70815946 | C | 10/30/2025 | 31658 | BSN SPORTS | 13,048.88 |
| 38 | 70815947 | C | 10/30/2025 | 72478 | DESERT PEAKS PROMO | 110.00 |
| 38 | 70815948 | C | 10/30/2025 | 25119 | SIZZLING PLATTER | 90.87 |
| 38 | 70815949 | C | 10/30/2025 | 72320 | MR BENDER LLC | 275.00 |
| 38 | 70815950 | C | 10/30/2025 | 4910 | NATIONAL FFA ORGANIZATION | 81.00 |
| 38 | 70815951 | C | 10/30/2025 | 4979 | O'REILLY AUTOMOTIVE | 69.84 |
| 38 | 70815952 | C | 10/30/2025 | 71757 | REBEL ATHLETIC INC | 4,683.41 |
| 38 | 70815953 | C | 10/30/2025 | 28495 | SYRACUSE HIGH SCHOOL | 93.00 |
| 38 | 70815954 | C | 10/30/2025 | 76333 | TEAM ALLIED | 81.14 |
| 38 | 70815955 | C | 10/30/2025 | 76317 | BENJAMIN LEVI TAYLOR | 500.00 |
| 38 | 70815956 | C | 10/30/2025 | 75426 | TREVIPAY-WALMART | 471.31 |
| 38 | 70815957 | C | 10/30/2025 | 5908 | WALMART COMMUNITY | 4,531.36 |

Total Bank: 38 \$168,590.56

| | | | | | | |
|----|----------|---|------------|--------|---------------------------|--------|
| 39 | 77800632 | C | 10/23/2025 | 104321 | BOX ELDER SCHOOL DISTRICT | 380.90 |
|----|----------|---|------------|--------|---------------------------|--------|

Total Bank: 39 \$380.90

| | |
|---------------------------------|-----------------------|
| Total Computer Checks: | \$3,515,177.49 |
| Total Manual Checks: | \$3,708,199.20 |
| Total ACH Checks: | \$1,328,676.25 |
| Total Other Checks: | \$0.00 |
| Total Electronic Checks: | \$0.00 |
| Total Computer Voids: | -\$6,635.90 |
| Total Manual Voids: | \$0.00 |
| Total ACH Voids: | \$0.00 |
| Total Other Voids: | \$0.00 |
| Total Electronic Voids: | \$0.00 |
| Grand Total: | \$8,545,417.04 |
| Number of Checks: | 790 |

| Batch Year | Batch | Amount |
|------------|--------|-----------|
| 26 | 000052 | -311.76 |
| 26 | 000245 | -2,739.66 |

Check Register Summary

Batch Year: 26 Bank: All Date Range: 10/01/2025 - 10/31/2025

| Batch Year | Batch | Amount |
|------------|--------|------------|
| 26 | 000311 | 3,663.95 |
| 26 | 000394 | -663.60 |
| 26 | 000426 | 67,642.13 |
| 26 | 000539 | 55,705.74 |
| 26 | 000540 | 30,757.22 |
| 26 | 000541 | 17,719.91 |
| 26 | 000542 | 125,879.30 |
| 26 | 000543 | 40.57 |
| 26 | 000544 | 9,637.74 |
| 26 | 000550 | 18,312.27 |
| 26 | 000574 | 10,580.97 |
| 26 | 000586 | 728,109.41 |
| 26 | 000587 | 108,661.00 |
| 26 | 000588 | 98,291.78 |
| 26 | 000589 | 323,207.27 |
| 26 | 000590 | 1,556.88 |
| 26 | 000591 | 4,896.52 |
| 26 | 000592 | 860.76 |
| 26 | 000593 | 512.96 |
| 26 | 000604 | 3,408.38 |
| 26 | 000610 | 1,740.00 |
| 26 | 000611 | 3,563.97 |
| 26 | 000612 | 43,151.76 |
| 26 | 000615 | 16,801.44 |
| 26 | 000628 | 3,880.91 |
| 26 | 000635 | 638.64 |
| 26 | 000639 | 15,613.93 |
| 26 | 000642 | 2,478.15 |
| 26 | 000651 | 101,257.72 |
| 26 | 000652 | 362,788.16 |
| 26 | 000653 | 9,567.54 |
| 26 | 000654 | 28,644.63 |
| 26 | 000655 | 139.74 |
| 26 | 000656 | 529.41 |
| 26 | 000657 | 3,460.14 |
| 26 | 000658 | 761.90 |
| 26 | 000673 | 13,995.54 |
| 26 | 000677 | 3,744.22 |
| 26 | 000681 | 28,409.34 |
| 26 | 000684 | 499.48 |
| 26 | 000693 | 39,333.59 |
| 26 | 000702 | 33,908.41 |
| 26 | 000710 | 145,248.91 |
| 26 | 000711 | 52,849.47 |
| 26 | 000712 | 4,930.14 |
| 26 | 000713 | 78,771.23 |
| 26 | 000714 | 687,042.76 |
| 26 | 000715 | 4,694.00 |
| 26 | 000716 | 1,059.92 |
| 26 | 000722 | 870.00 |
| 26 | 000725 | 27,147.89 |
| 26 | 000729 | 940.15 |
| 26 | 000733 | 618.38 |
| 26 | 000735 | 80.00 |
| 26 | 000736 | 35,833.97 |
| 26 | 000742 | 24,111.61 |
| 26 | 000744 | 200.00 |
| 26 | 000745 | 380.90 |
| 26 | 000748 | 4,510.81 |
| 26 | 000752 | 25,062.59 |
| 26 | 000757 | 184,358.24 |
| 26 | 000760 | 13,526.51 |
| 26 | 000761 | 7,438.82 |
| 26 | 000762 | 17,859.34 |
| 26 | 000763 | 52,059.45 |
| 26 | 000764 | 260.00 |

Check Register Summary

Batch Year: 26 Bank: All Date Range: 10/01/2025 - 10/31/2025

| Batch Year | Batch | Amount |
|------------|--------|--------------|
| 26 | 000765 | 7,099.62 |
| 26 | 000766 | 11,248.84 |
| 26 | 000767 | 1,286.48 |
| 26 | 000769 | 1,823.84 |
| 26 | 000771 | 2,579.58 |
| 26 | 000772 | 2,837.80 |
| 26 | 000778 | 32,836.33 |
| 26 | 000780 | 4,690,540.40 |
| 26 | 000781 | 816.00 |
| 26 | 000782 | 106.33 |
| 26 | 000787 | 347.26 |
| 26 | 000789 | 34,348.85 |
| 26 | 000792 | 64,274.07 |
| 26 | 000796 | 2,199.37 |
| 26 | 000799 | 2,079.66 |
| 26 | 000800 | 499.16 |

For November 12, 2025 Board Meeting

Leaving the District

| <i>Site</i> | <i>Employee</i> | <i>Position</i> | <i>Reason</i> |
|----------------|------------------------|--------------------------------|------------------|
| TMC | Sarah Hall | Instructional Para | Resigned |
| Garland | Carol Laws | Reading Para | Resigned |
| Fielding | Callie Woolstenschulme | Instructional Para | Resigned |
| BEMS | Agelica Duong | Vision Impaired Support Para | Resigned |
| Transportation | Neil Evans | Bus Driver | Resigned |
| Garland | Glenda Hansen | Functional Skills Para | Resigned |
| Golden Spike | Ian Brady | Trustlands/ Collaboration Para | Resigned |
| Golden Spike | Kara Call | Instructional Para | Resigned |
| Golden Spike | Kylie Osuna | EARS Para | Resigned |
| Golden Spike | Nathan Whiting | Instructional Para | Resigned |
| Golden Spike | Lindsay Schenk | Instructional Para | Student Teaching |
| Golden Spike | Kristen Reams | Literacy Para | Resigned |
| North Park | Chelsie McCorrstin | Computer Science Prep Para | Resigned |
| BEMS/ Willard | Karen Braithwaite | ELL Para | Retirement |
| BEMS | Marsha Haynie | Paraprofessional | Retirement |

New Hires - None

| <i>Site</i> | <i>Employee</i> | <i>Position</i> |
|-----------------|-------------------|------------------------|
| North Park | Melanie Peterson | Instructional Para |
| BEHS | Keith Witt | Custodian |
| BRHS | Heidi Call | Functional Skills Para |
| TMC | Isabel Stacey | Instructional Para |
| District Office | John McAllister | Substitute |
| Young | Taylie Price | ED Para |
| TMC | Porter Bischoff | ED Para |
| Discovery | Meghan Bywater | Overcrowding Para |
| District Office | Lauren Deaton | Substitute |
| Fielding | Athena Hanson | Overcrowding Para |
| BEHS | Kynlie Nelson | Asst. Girls Wrestling |
| Discovery | Marjorie Stoffers | Overcrowding Para |
| Century | Frances Ford | Functional Skills Para |
| BRHS Natatorium | Colton Jackman | Lifeguard |
| North Park | Gracie Hansen | Instructional Para |
| BEMS | Cynthia Harvey | Cook |
| Discovery | Jolene Kawa | Instructional Para |
| BRHS | Rylee East | Asst. Custodian |
| Fielding | Rachel Healey | Overcrowding Para |
| Willard | Maddy Smith | Functional Skills Para |
| Golden Spike | Kassee Rose | Instructional Para |
| Fielding | Erica Payne | Overcrowding Para |
| Fielding | Aspyn Thurston | Overcrowding Para |
| BEHS | Samantha Crockett | Psychology/History |
| Discovery | Alison Bunderson | ELL Para |
| Willard | Wendy Thomas | ELL Para |
| BRMS | Lynne Brittle | Functional Skills Para |
| BRHS | Kaygen Canfield | Boys Wrestling Coach |
| North Park | Amberly Coburn | PE Para |

| | | |
|-----------------|-----------------|------------------------|
| Golden Spike | Miriam Black | Instructional Para |
| Fielding | Andrew Needham | Overcrowding Para |
| BRHS | Olivia Marble | Girls Softball Coach |
| TMC | Rebecca Genther | Cook |
| BEMS | Ari Roche | ED Para |
| BRHS | Sadie Richards | Girls Wrestling Coach |
| Fielding | Megan Wood | Overcrowding Para |
| BEHS | Marina Figueroa | Girls Wrestling Coach |
| District Office | Nelia Spencer | Substitute |
| BRHS | Taylor Durfee | Boys Wrestling Coach |
| BEMS | Reed Cutler | Functional Skills Para |
| BRHS | Dallin Kestner | ISS/ Testing Para |

POLICY 5260

Student Clubs

A. Definitions: ([Utah Code § 53G-7-701](#))

1. A “club” is a student organization that meets during non-instructional time.
2. “Instructional time” includes the time during which the school is responsible for a student and the student is required or expected to be actively engaged in a learning activity.
3. “Curriculum club” means a club that is school sponsored and that may receive leadership, direction, and support from the school or school district beyond providing a meeting place during non-instructional time. A secondary school curricular club must meet at least one of the following criteria:
 - a. The club’s subject matter is taught or will soon be taught in a regular course.
 - b. The club’s subject matter concerns the body of courses as a whole.
 - c. Participation in the club is required for a particular course; or
 - d. Participation in the club results in academic credit.
4. “Non-curricular club” is a student-initiated group that may be authorized and allowed school facilities use during non-instructional time in secondary schools by a school and school governing board in accordance with the provisions of state code. A non-curricular club’s meetings, ideas, and activities are not sponsored or endorsed in any way by the School Board, the school, or by school or school district employees.

B. The Board of Education will permit student clubs to be organized at the secondary level under the following restrictions:

1. All clubs will be organized with approval of, and under the supervision of, the school principal and staff. ([Utah Code § 53G-7-706](#))
2. Clubs may be either curricular or non-curricular in nature.
3. Student organizations whose membership is determined by student body or class elections are exempt from this provision as are activities that fall under the jurisdiction of the Utah High School Activities Association.

4. The school principal must petition the Board of Education or their designee for permission to organize a club.
 - a. The school principal, when petitioning for the organizing of a club, must submit the following information: ([Utah Code § 53G-7-703](#)) No petitions will be considered that do not have all of the following elements.
 - 1) Recommended club name
 - 2) Statement of the club's purpose, goals, and activities
 - 3) Statement of the club's categorization. Categorizations include
 - a) Athletic
 - b) business/economic
 - c) agriculture
 - d) art/music/performance
 - e) science
 - f) gaming
 - g) religious
 - h) community service/social justice, and
 - i) other
 - 4) The recommended meeting times, dates, and places
 - 5) A statement that the club will comply with the provisions of this part and all other applicable laws, rules, or policies; and
 - 6) Proposed budget including anticipated revenues and proposed expenditures
 - 7) Personal costs associated with the activity
5. The school or district has the right to deny the authorization of a club or require changes to the club before authorization is granted as provided for in [Utah Code § 53G-7-705](#).

6. Club membership requires written parental consent for student participation. ([Utah Code § 53G-7-708\(1\)](#))
7. A non-curricular club must have a minimum of three members to be authorized. ([Utah Code § 53G-7-704](#))
8. The Board of Education will not be responsible for transportation to or from club functions, nor for the purchasing of supplies, materials, equipment, etc., for club purposes.
9. Each club must have at least one faculty sponsor whose responsibility it shall be to organize and actively supervise club activities while providing the necessary oversight required under [Utah Code § 53G-7-706](#). Faculty sponsors shall be approved by the school's administration annually. ([Utah Code § 53G-7-706\(2\)\(a\)](#))
10. Club activities should be held on the respective school premises where possible and practicable. In using school facilities, however, the sponsor and club members will be responsible for conduct required by the Board concerning the use of school facilities.
11. The Board of Education reserves the right to suspend or revoke the charter of any club as a result of activities beyond the scope of the club's purpose, or violations of applicable law, rule, regulation, or policy.

[Utah Code § 53G-7-710](#)

12. A clubs charter and/or proposed activities may not: ([Utah Code § 53G-7-705](#))
 - a. Encourage criminal or delinquent conduct;
 - b. Promote bigotry;
 - c. Involve human sexuality; or
 - d. Involve any effort to engage in or conduct mental health therapy, counseling, or psychological services for which a license would be required under state law.
13. A school or district may deny or limit the ability of a club to use school facilities in order to: ([Utah Code § 53G-7-705](#))
 - a. Protect the students or faculty;
 - b. Maintain order and discipline
 - c. Prevent interference with the orderly conduct of a school's educational activities;

- d. Protect the rights of parents and students;
- e. Maintain the boundaries of socially appropriate behavior;
- f. Ensure compliance with all applicable laws, rules, regulations, and policies; or
- g. Respond if the activities of the club reflect any of the behaviors listed in Section 12 of this policy.

14. The administration may give priority to curricular clubs over non-curricular clubs when assigning school facilities for club meetings and activities. Preference or priority may not be given to one non-curricular club over another. Access to such things as the school newspaper, yearbook, bulletin boards, or public address system by non-curricular clubs is up to the school's administration, but all non-curricular clubs must be treated equally.

[Utah Code § 53G-7-707](#)

15. Membership in curriculum clubs may be limited to students who are currently attending the sponsoring school or school district. Membership in non-curricular clubs must be voluntary and is restricted to only those students enrolled at the school. ([Utah Code § 53G-7-708](#))

- C. The Board prohibits any fraternity, sorority, or secret society, or any organization composed wholly or in part of students of Box Elder School District schools which seeks to perpetuate itself by taking in additional members from the students enrolled on the basis of the decision of its membership, rather than upon the free choice of any student in the school, who is qualified under the rules of the school, to fill the special aims of the organization.
- D. If an application is denied or a club suspended or terminated by the school or the Board's designee, the club/proposed club has 10 school days from the date of the denial, suspension, or termination to file a written appeal to the Box Elder Board of Education. ([Utah Code § 53G-7-711](#))

Box Elder School District
Secondary Club Application

1. Recommended club name Turning Point USA-Box Elder (TPUSA-Box Elder)
2. What is the club's purpose? This club's purpose is to promote conservative politics. Our mission is to educate and organize students to advocate for freedom, free markets, open dialogue and limited government.
3. What are the club's goals? Our goal is to educate and organize students to advocate for freedom, free markets, open dialogue, and limited government.
4. What activities will be planned for the club? Potential: Vigil for Charlie Kirk, speakers, booths with promotional materials, register to vote drives, Activism Week, debate nights, Veteran appreciation events.
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>Politics</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) After school or lunch. Depends on what works best for Constantineau and other members.

Anticipated number of meetings per month 4/once per week

Preferred location for club meetings Constantineau's room
8. Proposed faculty advisor Donny Constantineau
Braun Bowden
James Baker

9. Financial information:

Will the club have a budget?

Yes.

What will the budget be?

If we need supplies, TPUSA will provide it for us.

Where will the money come from?

TPUSA

How will the money be spent?

It is not cash, but more of an allowance for supplies from TPUSA.

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.

[Signature] 9/19/25 [Signature] 9/19/25 [Signature] 9/19/2025
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)

9/19/2025
Date

[Signature]

11. Club's application approval:

X (Yes or No)

[Signature]
Principal or Principal's Designee

9/23/25
Date

____ (Yes or No)

[Signature]
Board President or Designee

10/10/25
Date

12. Club's name approval:

X (Yes or No)

[Signature]
Principal or Principal's Designee

9/23/25
Date

____ (Yes or No)

[Signature]
Board President or Designee

10/10/25
Date

Box Elder School District
Recommendation for Additional District Vehicles

Purchase of four SUVs

Recommendation: It is recommended that the Board of Education purchase four additional 8 passenger vehicles.

Background: The demand for District vehicles has been increasing over the past several years. We currently do not have sufficient vehicles to accommodate requests for vehicles from small sports teams, clubs and staff for professional development. When insufficient vehicles are available sports teams and clubs must request a bus for transportation, which is not cost effective.

Policy Implications: None

Financial Implications: Funds in the capital outlay fund will be used to purchase the property. Total cost will be \$225,320.

Staff Implications: None at this time.



Preview Order B200 - K1G 4x4 XL Max ; Order Summary Time of Preview: 11/07/2025 09:29:52 Receipt: NA

Dealership Name : Young Ford of Ogden

Sales Code : F56555

| | | | | | | | |
|---------------|---------------|---------------|-------|--------------|------------|-------------|------|
| Dealer Rep. | Jeff Heilesen | Type | Fleet | Vehicle Line | Expedition | Order Code | B200 |
| Customer Name | Box Elder | Priority Code | C1 | Model Year | 2026 | Price Level | 620 |

| DESCRIPTION | MSRP | DESCRIPTION | MSRP |
|------------------------------|---------|--------------------------------|-------------|
| K1G0 EXPEDITION XL MAX 4X4 | \$61525 | FORD FLEET SPECIAL ADJUSTMENT | \$0 |
| TOTAL BASE VEHICLE | \$61525 | 18" DARK ALLOY PAINT ALUM WHL | \$0 |
| OXFORD WHITE | \$0 | CONN PKG:1YR INCL W/FORD APP | \$0 |
| XL CLOTH CAPT CHAIR SEATS | \$0 | FRONT LICENSE PLATE BRACKET | \$0 |
| ULTRA DARK SPACE GRAY | \$0 | SPECIAL DEALER ACCOUNT ADJUSTM | \$0 |
| EQUIPMENT GROUP 102A | \$0 | SPECIAL FLEET ACCOUNT CREDIT | \$0 |
| .3.5L ECOBOOST V6 ENGINE | \$0 | FUEL CHARGE | \$0 |
| .10SPD AUTO TRANS W/SLCTSHFT | \$0 | NET INVOICE FLEET OPTION (B4A) | \$0 |
| P265/70R18E A/T BSW TIRES | \$0 | PRICED DORA | \$0 |
| .3.73 RATIO REGULAR AXLE | \$0 | ADVERTISING ASSESSMENT | \$0 |
| | | DESTINATION & DELIVERY | \$2595 |
| | | | MSRP |
| TOTAL BASE AND OPTIONS | | | \$64120 |
| DISCOUNTS | | | NA |
| TOTAL | | | \$64120 |

State Contract Order Price \$56,330.00

State Contract #MA3800

This order has not been submitted to the order bank.

This is not an invoice.

Box Elder School District Recommendation for School Buses

Purchase of School Buses

Recommendation: It is recommended that the Board of Education purchase nine additional school buses.

Background: The District regularly replaces school buses as they become more costly to maintain due to age and mileage. Six regular, route buses will be purchased to replace aging buses, two smaller buses for special with disabilities will be purchased to replace aging buses and one mid-size bus will be purchased to replace a bus that was damaged in an accident. In preparation for replacing nine school buses in the 2026-27 school year, we need to place an order for these buses now.

Policy Implications: None

Financial Implications: Funds in the capital outlay fund will be used to purchase the property. Total cost will be \$1,358,801.

Staff Implications: None at this time.



Rush Truck Center, Salt Lake City

964 South 3800 West
Salt Lake City, UT 84104
801-972-5320

Customer Proposal Letter

Box Elder School District
960 South Main
Brigham City, UT 84302-3162

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2026 Make Collins Model DE516WR Stock # TBD Serial # TBD

Additional Vehicle Details: 2026 Chevy G4500 Collins DE516WR 24+1v spec. Two w/c positons, 4 rows on both sides with Integrated child seats, Electric entrance door, Child check alarm, exterior storage compartment, cruise control, two rear heaters, lap belts, Braun lift, two sets of q straints, 55k BTU body A/C, 24/7 camera system installed. State Contract MA4699

| | | |
|--|----------------------|----------------------|
| Quantity | <u>2</u> | Total |
| Truck Price per Unit | <u>\$ 128,407.00</u> | <u>\$ 256,814.00</u> |
| F.E.T. (Factory & Dealer Paid) | <u>\$ 0.00</u> | |
| Net Sales Price | <u>\$ 128,407.00</u> | <u>\$ 256,814.00</u> |
| Optional Extended Warranty(ies) | | |
| State Sales Tax | | |
| Documentary Fee | <u>\$ 0.00</u> | <u>\$ 0.00</u> |
| Tire Recycling Program | <u>\$ 6.00</u> | <u>\$ 12.00</u> |
| Total Sales Price | <u>\$ 128,413.00</u> | <u>\$ 256,826.00</u> |
| Trade Allowance (see DISCLAIMER Below) | | |
| Deposit / Down Payment | | |
| Unpaid Balance Due on Delivery | <u>\$ 128,413.00</u> | <u>\$ 256,826.00</u> |

Sales Representative _____
Signature

Patrick Johnson _____
Printed Name Date

Purchaser _____
Signature

Printed Name / Title Date

Accepted by Sales Manager
or General Manager _____
Signature

Printed Name Date

Quote good until 11/17/2025 Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

⁽¹⁾ Includes subscription period for # of specified months, ⁽²⁾ Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>, ⁽³⁾ Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service, ⁽⁴⁾ Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.



Rush Truck Center, Salt Lake City

964 South 3800 West
Salt Lake City, UT 84104
801-972-5320

Customer Proposal Letter

Box Elder School District
960 South Main
Brigham City, UT 84302-3162

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2027 Make IC Bus Model CESB Stock # TBD Serial # TBD

Additional Vehicle Details: 2027 IC NXCE 83 passenger. Cummins B6.7 260HP, Allison 2500 transmission, drum brakes, tilt and tele, VGT brake, Bendix Wingman Fusion 3.0, Full interior and exterior LED lights, one-piece floor, backup camera, fully integrated driver A/C, 24/7 camera system installed. Multiple bus discount included in price. State Contract MA4699

| | | |
|--|-----------------------------|-----------------------------|
| Quantity | <u>6</u> | Total |
| Truck Price per Unit | <u>\$ 158,828.00</u> | <u>\$ 952,968.00</u> |
| F.E.T. (Factory & Dealer Paid) | <u>\$ 0.00</u> | <u> </u> |
| Net Sales Price | <u>\$ 158,828.00</u> | <u>\$ 952,968.00</u> |
| Optional Extended Warranty(ies) | <u> </u> | <u> </u> |
| State Sales Tax | <u> </u> | <u> </u> |
| Documentary Fee | <u>\$ 0.00</u> | <u>\$ 0.00</u> |
| Tire Recycling Program | <u>\$ 6.00</u> | <u>\$ 36.00</u> |
| Total Sales Price | <u>\$ 158,834.00</u> | <u>\$ 953,004.00</u> |
| Trade Allowance (see DISCLAIMER Below) | <u> </u> | <u> </u> |
| Deposit / Down Payment | <u> </u> | <u> </u> |
| Unpaid Balance Due on Delivery | <u>\$ 158,834.00</u> | <u>\$ 953,004.00</u> |

| | | | | |
|---|-----------------|-----------------|----------------------------|------------|
| Sales Representative | Signature _____ | Patrick Johnson | Printed Name _____ | Date _____ |
| Purchaser | Signature _____ | | Printed Name / Title _____ | Date _____ |
| Accepted by Sales Manager or General Manager | Signature _____ | | Printed Name _____ | Date _____ |

Quote good until 11/14/2025 Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

¹ Includes subscription period for # of specified months. ² Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. ³ Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. ⁴ Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.



Rush Truck Center, Salt Lake City

964 South 3800 West
Salt Lake City, UT 84104
801-972-5320

Customer Proposal Letter

Box Elder School District
960 South Main
Brigham City, UT 84302-3162

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2027 Make IC Bus Model CESB Stock # TBD Serial # TBD

Additional Vehicle Details: Box Elder SD 47 passenger mid bus full specification NXCE. State Contract Number MA4699

| | | Total |
|--|----------------------|----------------------|
| Quantity | | |
| Truck Price per Unit | <u>\$ 148,965.00</u> | <u>\$ 148,965.00</u> |
| F.E.T. (Factory & Dealer Paid) | <u>\$ 0.00</u> | |
| Net Sales Price | <u>\$ 148,965.00</u> | <u>\$ 148,965.00</u> |
| Optional Extended Warranty(ies) | | |
| State Sales Tax | | |
| Documentary Fee | <u>\$ 0.00</u> | <u>\$ 0.00</u> |
| Tire Recycling Program | <u>\$ 6.00</u> | <u>\$ 6.00</u> |
| Total Sales Price | <u>\$ 148,971.00</u> | <u>\$ 148,971.00</u> |
| Trade Allowance (see DISCLAIMER Below) | | |
| Deposit / Down Payment | | |
| Unpaid Balance Due on Delivery | <u>\$ 148,971.00</u> | <u>\$ 148,971.00</u> |

Sales Representative _____
Signature

Patrick Johnson _____
Printed Name Date

Purchaser _____
Signature

Printed Name / Title Date

Accepted by Sales Manager
or General Manager _____
Signature

Printed Name Date

Quote good until 11/30/2025 Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

⁽¹⁾ Includes subscription period for # of specified months. ⁽²⁾ Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. ⁽³⁾ Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. ⁽⁴⁾ Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

Box Elder School District Recommendation for Fuel Tank

Installation of Fuel Tank and Supporting Infrastructure

Recommendation: It is recommended that the Board of Education install a diesel fuel tank at the South Transportation Depot.

Background: The District installed a diesel fuel tank at the North Transportation Depot in 2024. During the 2025 school year, the cost savings from that fuel tank paid for the cost of installation within 6 months. Seeing the return on investment, it is proposed to install a diesel tank at the South Transportation Depot. The project will entail installing communication and power lines to the tank location, creating a solid surface surrounding the tank and the installation of the tank.

Policy Implications: None

Financial Implications: Funds in the capital outlay fund will be used to purchase the property. Total cost will be \$520,927.49.

Staff Implications: None at this time.



PROPOSAL

October 14, 2025

To: Attn: Corey Thompson
Facilities Manager
Box Elder School District
960 South Main
Brigham City, UT 84302

Project: BESD South Transportation
Diesel Tank

We hereby submit the estimate for the above referenced project:

Scope of Work: Demo and haul off existing rock materials, remove and relocate designated light poles and electrical pedestals, remove existing asphalt striping, furnish and install storm drain extension, furnish and install new electrical light poles, pedestals, and power for new diesel tank, furnish and install new concrete tank pad per tank manufacturer recommendations, furnish and install 30 new 4" diameter bollards, place and compact base materials, furnish and install 4" asphalt paving, and striping for bus stalls.

Exclusions: Permits, fees, bonds, testing and special inspections, purchase and installation of the new diesel tank, and anything not included in the above scope of work.

We propose hereby that it will cost in materials and labor to complete this project the sum of:

****Three Hundred Seventy-One Thousand, Five Hundred Ninety-Three Dollars and 00 cents
** (\$371,593.00)**

Terms of payment are as follows: monthly payments of 100% of work performed.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner shall carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's insurance.

(This proposal is subject to acceptance within 20 days.)

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions outlined are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as noted above. I understand **INTEREST** will be charged at the **RATE OF 1.5%** per month, which is an **ANNUAL PERCENTAGE RATE OF 18% ON ACCOUNTS NOT PAID BY ABOVE TERMS**. Should it be necessary to place this account with an attorney for collection, I hereby agree to pay reasonable attorney, collector or suit fees. DWA Construction, Inc. will not be responsible for any increases in material costs incurred by our subcontractors, suppliers or vendors beyond the acceptance date of this proposal.

Date of Acceptance: 10-14-2025

Signature: 



Proposal and Contract

The Pump and Tank Equipment Company®

P.O. BOX 57307 • SALT LAKE CITY, UTAH 84157-0307
 PHONE (801) 266-2545 • FAX (801) 261-4054 • (800) 433-8831
 westechequipment.com

| | |
|-----------|---------|
| Date | Quote # |
| 10/9/2025 | 5922 |

| |
|---|
| Name / Address |
| BOX ELDER SCHOOL DISTRICT 960 SOUTH MAIN BRIGHAM CITY, UT 84302 |

| |
|--------------|
| Ship To |
| BRIGHAM CITY |

| | | | |
|----------|-------|----------|-------|
| P.O. No. | Terms | Salesman | Job # |
| | | | |

| Description | Qty | Rate | Total |
|---|------|--------------|-----------|
| THIS PROPOSAL IS FOR A 12,000 GALLON DOUBLEWALL UL2085 FIREGUARD DIESEL FUEL TANK, A SUB PUMP, 2 BENNETT ELECTRONIC REMOTE DISPENSERS AND A FUEL MASTER FUEL MANAGEMENT SYSTEM. | | | |
| 12,000 Gallon Doublewall UL2085 Fireguard Fuel Tank | 1.00 | 62,567.70 | 62,567.70 |
| Estimated Inbound Freight | 1.00 | 3,775.00 | 3,775.00 |
| ***** | | | |
| PLEASE NOTE THIS PRICE IS SUBJECT TO CHANGE WITH FUEL PRICES | | | |
| FE Submersible - STP150-VL2-15 - Submersible Turbine Pump, Variable Length 91" - 152", 1-1/2 HP, 15 in. Riser | 1.00 | 3,037.98 | 3,037.98 |
| FE Submersible - STP-CBS 2HP/120V COIL | 1.00 | 226.85 | 226.85 |
| PRODUCT PIPING (Black Pipe 2") | 1.00 | 625.00 | 625.00 |
| JOR Ball Valve, Brass - 2 Piece Full Port, UL Listed, 1 1/2 in. | 1.00 | 76.85 | 76.85 |
| PSKIN 2-Way Explosion Proof Solenoid Valve, 1-1/2 in. NPT, 120 Volt, Normally Closed, 5-230 psi, NBR Seals, Brass, CSA/UL/CE | 1.00 | 731.04 | 731.04 |
| FE Dispensing - HOSE, ASSY HW 1"X 9" BLK, FIXED | 4.00 | 49.8825 | 199.53 |
| OPW Breakaway, Dry Reconnectable - 1 in. NPT, UL / ULC Listed | 4.00 | 165.1125 | 660.45 |
| FE Dispensing - HOSE, ASSY HW 1"X 13" BLK, FIXED | 4.00 | 118.755 | 475.02 |
| OPW Hose Swivel, 45 Degree, 1 in. - UL / ULC Listed | 4.00 | 96.44 | 385.76 |
| OPW Truck Stop Nozzle, 1 in., Hi-Flor, Diesel - Pressure Activated, Automatic Nozzle with Green hand warmer with Spout Ring | 4.00 | 182.41 | 729.64 |
| Filter, Hydrosorb, 30 Micron, 1"-12, 3.75" x 5.38" | 4.00 | 11.25 | 45.00 |
| Filter Head Adapter, Aluminum, 1 in. NPT, 1 in. - 12 UNF | 4.00 | 16.00 | 64.00 |
| OPW Overfill Prevention Valve, The Stopper - 3 in. Cyl Float | 1.00 | 1,794.84 | 1,794.84 |
| OPW Tube, Drop 3"OD x 12ft Lg Alum | 1.00 | 356.22 | 356.22 |
| MB Swing Check Valve, 3" Threaded, Ductile Iron | 1.00 | 428.44 | 428.44 |
| JOR Ball Valve Brass-3 | 1.00 | 387.32 | 387.32 |
| MB Spill Container, 4" - 5 Gal Female, Spill Container, No Drain, Centered, Coated White | 1.00 | 454.60 | 454.60 |
| MB Bushing, Double Tapped, 4" x 3 x 3 | 1.00 | 37.27 | 37.27 |
| | | Total | |

Buyer agrees to the standard terms of sale as it is posted on the website and as attached to this proposal and contract and/or invoice. By signing this proposal and contract or invoice, you acknowledge that you have received and accepted Westech Fuel Equipment's standard terms and conditions of sale. Environmental compliance is the owner's/buyer's sole responsibility. Failure to comply with Paragraph 280.43 of the Environmental Protection Act, 40 CFP, parts 280 & 281 and any other applicable federal, state or local requirements, rules and/or regulations (including those applicable to notice) voids all warranties of seller. It is the Buyer's responsibility to report any inventory shortage or suspected releases to Federal, State and local authorities and to the seller or a certified tank handler within 24 hours of the occurrence. Non compliance voids all warranties.

Customer Acceptance - No warranties or claims of merchantability are implied other than those represented by the manufacturer. Seller may revoke this proposal before acceptance.

Respectfully submitted - WESTECH FUEL EQUIPMENT - Seller

The above discounted prices are subject to payment terms. Manufacturer's retail price will apply on all orders beyond the payment terms including attorney fees and legal cost.

CUSTOMER - BUYER

By _____

By _____



Proposal and Contract

The Pump and Tank Equipment Company®

P.O. BOX 57307 • SALT LAKE CITY, UTAH 84157-0307
 PHONE (801) 266-2545 • FAX (801) 261-4054 • (800) 433-8831
 westechequipment.com

| | |
|-----------|---------|
| Date | Quote # |
| 10/9/2025 | 5922 |

| |
|---|
| Name / Address |
| BOX ELDER SCHOOL DISTRICT 960 SOUTH MAIN BRIGHAM CITY, UT 84302 |

| |
|--------------|
| Ship To |
| BRIGHAM CITY |

| | | | |
|----------|-------|----------|-------|
| P.O. No. | Terms | Salesman | Job # |
| | | | |

| Description | Qty | Rate | Total |
|---|-----|------|-------|
| <p>that are non-stock, special order or custom manufactured/fabricated. These delays are out of Westech Fuel Equipment's care and control and we cannot guarantee delivery dates or times, as these vary on a daily basis. Westech will have no liability for any delays or failure to deliver, as a result of these delays. In addition, due to material shortages some manufacturers have discontinued manufacturing certain products. If during the ordering process this occurs, Westech will notify of replacement options, but will have no obligation to provide the item that has been discontinued.</p> <p>Individual pricing of items on this proposal are subject to change and cannot be guaranteed, particularly on items with longer lead times. Raw material costs, supply chain issues, fuel prices, international and domestic supply issues, material shortages, etc., continue to change on us on a daily basis and are subject to a price adjustment. We will do our best to notify as we receive notification from our suppliers, however often times we do not receive notification until final invoice.</p> | | | |
| Total | | | |

Buyer agrees to the standard terms of sale as it is posted on the website and as attached to this proposal and contract and/or invoice. By signing this proposal and contract or invoice, you acknowledge that you have received and accepted Westech Fuel Equipment's standard terms and conditions of sale. Environmental compliance is the owner's/buyer's sole responsibility. Failure to comply with Paragraph 280.43 of the Environmental Protection Act, 40 CFP, parts 280 & 281 and any other applicable federal, state or local requirements, rules and/or regulations (including those applicable to notice) voids all warranties of seller. It is the Buyer's responsibility to report any inventory shortage or suspected releases to Federal, State and local authorities and to the seller or a certified tank handler within 24 hours of the occurrence. Non compliance voids all warranties.

Customer Acceptance - No warranties or claims of merchantability are implied other than those represented by the manufacturer. Seller may revoke this proposal before acceptance.

Respectfully submitted - WESTECH FUEL EQUIPMENT - Seller

The above discounted prices are subject to payment terms. Manufacturer's retail price will apply on all orders beyond the payment terms including attorney fees and legal cost.

CUSTOMER - BUYER

By _____

By _____ DULY AUTHORIZED AGENT DATE _____ TITLE _____ DATE _____



Proposal and Contract

The Pump and Tank Equipment Company®

P.O. BOX 57307 • SALT LAKE CITY, UTAH 84157-0307
 PHONE (801) 266-2545 • FAX (801) 261-4054 • (800) 433-8831
 westechequipment.com

| | |
|-----------|---------|
| Date | Quote # |
| 10/9/2025 | 5922 |

| |
|---|
| Name / Address |
| BOX ELDER SCHOOL DISTRICT 960 SOUTH MAIN BRIGHAM CITY, UT 84302 |

| |
|--------------|
| Ship To |
| BRIGHAM CITY |

| | | | |
|----------|-------|----------|-------|
| P.O. No. | Terms | Salesman | Job # |
| | | | |

| Description | Qty | Rate | Total |
|---|-----|------|--------------|
| EXCLUSIONS: Unless specifically noted above the following items are not included in this Invoice or Bid Proposal: 1. Engineering 2. Environmental Services 3. Permits 4. SPCC Plans For Above Ground Tanks 5. Owner/Operator Fees and Permits 6. Electrical 7. Concrete 8. Asphalt 9. Excavation 10. Installation 11. All Painting Invoice Or Bid Proposal is strictly limited to the items listed on the face thereof | | 0.00 | 0.00 |
| Total | | | \$149,334.49 |

Buyer agrees to the standard terms of sale as it is posted on the website and as attached to this proposal and contract and/or invoice. By signing this proposal and contract or invoice, you acknowledge that you have received and accepted Westech Fuel Equipment's standard terms and conditions of sale. Environmental compliance is the owner's/buyer's sole responsibility. Failure to comply with Paragraph 280.43 of the Environmental Protection Act, 40 CFP, parts 280 & 281 and any other applicable federal, state or local requirements, rules and/or regulations (including those applicable to notice) voids all warranties of seller. It is the Buyer's responsibility to report any inventory shortage or suspected releases to Federal, State and local authorities and to the seller or a certified tank handler within 24 hours of the occurrence. Non compliance voids all warranties.

Customer Acceptance - No warranties or claims of merchantability are implied other than those represented by the manufacturer. Seller may revoke this proposal before acceptance.

Respectfully submitted - WESTECH FUEL EQUIPMENT - Seller

The above discounted prices are subject to payment terms. Manufacturer's retail price will apply on all orders beyond the payment terms including attorney fees and legal cost.

CUSTOMER - BUYER

By _____

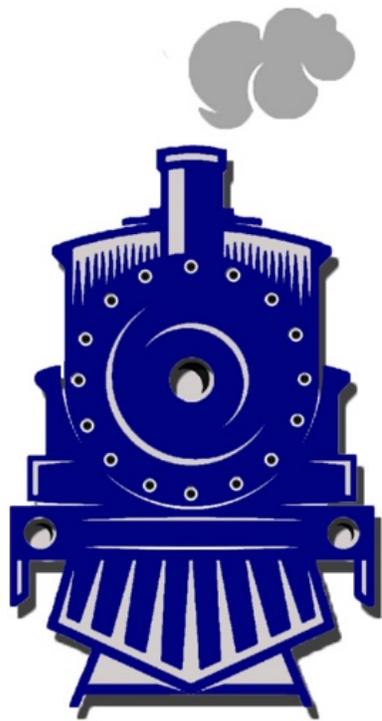
By _____ DATE _____ TITLE _____

Suggestions for Future Board Meetings

| Work Session | Board Meeting | Assigned |
|--------------------------------------|---|---|
| December 10, 2025 (tentative) | | |
| Meeting with Legislators | Approval of New Courses Approval of 2026-27 District Calendar Audit Report Monthly Newsletter RISE and Utah Aspire Plus Data Policy Review | Keith Mecham Coerina Fife Neil Stevens Jamie Kent Jeff Morris |
| January 14, 2026 (tentative) | | |
| Supt and BA Reivews | 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 AAPPL Data Policy Review Elect New Board President and Vice President Policy 1080 Board Committees - Committee Assignments Building and Ground Rental and Supervision Policies USBA Conference Report | Keith Mecham Matt Nelson Jeff Morris Board President Board President Neil Stevens Board Members |
| February 11, 2026 (tentative) | | |
| | Second Public Comment on School Fees Approval of School Fees Approval of Sex Education Curriculum FY2026 Capital Improvement Plan Legislative Update Policy Review | Keith Mecham Keith Mecham Keith Mecham Corey Thompson Steve Carlsen |
| March 11, 2026 (tentative) | | |
| | Negotiations Team Approval Legislative Update Policy Review Board Graduation Assignments | Coerina Fife Steve Carlsen Board President |
| April 8, 2026 (tentative) | | |
| | ESP Recognitions Public Hearing on Indian Education Formula Grant Approval of College and Career Readiness Counseling Program (CCRCP) Approval of School Land Trust Plans Approval of TSSA Plans Child Nutrition Report Policy Review TSSA & SLT Previous Year Review | Coerina Fife Megan Bushnell Ben Wiley Keith Mecham & Heidi Jo West Keith Mecham & Heidi Jo West Neil Stevens Keith Mecham & Heidi Jo West |
| May 13, 2026 (tentative) | | |
| | Retirement Recognitions Certificated Employee and Volunteer Recognitions Approval of 2023-2024 Board Meeting Calendar Review of Positive Behavior Plans ACT Data | Coerina Fife BEAA Steve Carlsen Megan Bushnell Jeff Morris |

| | | |
|--------------------------------------|---|--|
| | School Fees Summary Policy Review | Keith Mecham |
| June 10, 2026 (tentative) | | |
| | Budget Hearing Approval of Budget Approval of 2026-27 Tax Rates Approval of Internal and Independent Auditors MBA Meeting Pick-up Contributions for Members of Contributory Retirement System Tentative Ratification of Negotiated Agreement with BEAA Tentative Ratification of Negotiated Agreement with BEEA Tentative Ratification of Negotiated Agreement with BEESPA Declaration of Open Enrollment Schools Policy Review | Neil Stevens Neil Stevens Neil Stevens Neil Stevens Neil Stevens Neil Stevens Coerina Fife Coerina Fife Coerina Fife Megan Bushnell |
| July 8, 2026 (tentative) | | |
| | Approval of Sex Education Committee Bullying Report | Keith Mecham Megan Bushnell |
| August 12, 2026 (tentative) | | |
| | Approval of Early Literacy Plan Policy Review | AshLee Nelson |
| September 9, 2026 (tentative) | | |
| | Walmart Grants Presentation Nucor Grants Presentation Swearing in of Student Board Member Early Learning Plan Review AP and Acadience Results Policy Review | Walmart Nucor Neil Stevens Jamie Kent Jeff Morris |
| October 14, 2026 (tentative) | | |
| | Approval of Positive Behavior Plans (PBS) Approval of LEA Specific Licenses and LEA Specific Endorsements October 1 Enrollment Report Exemption from Compulsory Attendance (Home School) Policy Review | Megan Bushnell Coerina Fife Coerina Fife Steve Carlsen |
| November 11, 2026 (tentative) | | |
| Complete MBA | RISE and Utah Aspire Plus Data Policy Review | Jeff Morris |

BOX ELDER SCHOOL DISTRICT BOARD OF EDUCATION HANDBOOK



**BOX ELDER
SCHOOL DISTRICT**

Learning is Everything

REVISED
OCTOBER 9, 2019
BOX ELDER SCHOOL DISTRICT

Box Elder School District Board of Education Handbook Table of Contents

Contents

| | |
|--|----|
| BOARD OF EDUCATION HANDBOOK INTRODUCTION | 2 |
| Authority and Responsibilities of the Board | 2 |
| Principles of Board Leadership | 2 |
| Making School Board Decisions | 3 |
| Holding Closed Meetings | 4 |
| Collaborative Relationships: Shared Governance | 6 |
| Essentials of A Professional Learning Community | 6 |
| Authority of Individual Board Members | 7 |
| Nominations and Elections for Board Leadership | 7 |
| Board Leadership Responsibilities | 8 |
| New Board Member Orientation | 8 |
| Board of Education Code of Conduct | 9 |
| Board Member Commitments and Ethics | 9 |
| Disciplining Board Members | 11 |
| Policies Governing the Board | 12 |
| Guidelines and Parliamentary Motions | 12 |
| Simplified Chart of Parliamentary Motions | 13 |
| Board Policies Relevant to Board of Education Legal Status, Responsibilities, and Ethics | 14 |
| Board Policies Relevant to School Board Meetings | 15 |

BOARD OF EDUCATION HANDBOOK INTRODUCTION

This Board of Education Handbook has been developed to capture, in one place and in plain language, the primary operating procedures and governing principles of the Box Elder County School District Board of Education.

This handbook serves as a resource for members of the board as they assume their offices and carry out their responsibilities. It will be posted on the school district's website and updated periodically.

The Box Elder County School District Board of Education has one goal and one purpose: **student learning**.

Authority and Responsibilities of the Board

The powers and mandatory duties of the Board of Education are defined in the Utah Code and State Board of Education Rule.

Principles of Board Leadership

Remembering three important principles of board leadership will help keep the Box Elder County School District Board of Education focused on its most important responsibilities:

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

[Utah Code § 53G-4](#)

Making School Board Decisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Holding Closed Meetings

A closed meeting may be held if:

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

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

Minutes of the closed meeting shall contain:

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

Purpose of a closed meeting:

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

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

Record of closed meetings:

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

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

Collaborative Relationships: Shared Governance

The Box Elder County School District Board of Education has the exclusive right and responsibility to determine the goals and direction of the schools and use all its resources to achieve such goals, within the bounds of state and federal law and rules of the Utah State Board of Education.

Box Elder School District is a complex organization, which can succeed only if we enlist the energy, creativity, and effort of many people to accomplish our goals. The board believes that ideal conditions for student learning can be realized when shared governance is thoughtfully used to support student achievement.

Board decisions should accurately reflect the public's interests. Statutes of the state of Utah require local school boards to make decisions by majority vote; thus the obligation to seek consensus under shared governance does not bind the board in its decision-making.

The board delegates to school sites and departments the right to make some decisions using the shared governance process. Site-based decisions must conform to legal requirements, state and federal rules and regulations, the district's Student Achievement Plan, policies, procedures, guidelines, and contractual obligations, including negotiated employee agreements.

Essentials of A Professional Learning Community

- A. The Superintendent and district administrators will ensure that all of the schools in the district function as professional learning communities. Professional learning communities are defined as educators committed to working collaboratively in ongoing processes of collective inquiry and action research to achieve better results for the students they serve. Professional learning communities operate under the assumption that the key to improved learning for students is continuous, job-embedded learning for educators.
 1. The Board, district, and school administrators will ensure that time is available, within the contract day, for educators to meet together regularly in collaborative teams.
 2. District/school administrators will ensure this time is reserved for activities directly related to the process of collective inquiry and action research to achieve better achievement results for our students.

3. Collaborative teacher teams will focus on the following four questions:
 - a. What is it that our students are expected to know and do?
 - b. How will we know if they know and can do what is expected?
 - c. How will we respond if they don't know and can't do what is expected?
 - d. How will we respond if they already know and can do it?

District and school administrators will ensure that ongoing training and professional learning opportunities are provided to ensure that all Box Elder School District educators are proficient in the philosophies and practices related to professional learning communities/collaborative teacher teams.

Authority of Individual Board Members

Power belongs not to individual members of a Board of Education but to the Board of Education acting as a corporate body through collective action. Board members have authority only when acting as a Board of Education in a legally constituted session, with a quorum present. The statement or action of an individual member or group of members of the Board of Education does not bind the Board of Education itself, except when that statement or action is specifically authorized by an official act of the board. This does not preclude individual board members from representing the board at meetings and ceremonial events or speaking to constituent groups in their capacity as board members.

Nominations and Elections for Board Leadership

Nominations

- A. An office must be created by Board Policy or by a motion to that effect before it can be filled by election or otherwise.
- B. The Board President must call for nominations.
- C. Nominations do not require a second. However, any number of persons may second a given nomination just to show their support of that nominee.
- D. The motion "to close nominations" is not in order until the assembly is ready to close nominations.
 1. When there are two or more nominees for the office the motion to close nominations requires a two-thirds vote. (This motion must be seconded.)
 2. A negative vote on the motion signifies that there are additional nominations forthcoming.
 3. If and when there are no further nominations the Board President may then put the motion to close nominations to a vote without waiting for a second.

Elections

- A. Elections and nominations must conform to the procedure prescribed by the Utah State Law and Board Policy.

- B. In case of a tie vote, the election is decided by lot unless the organization adopts a motion to do otherwise.
- C. Elections are decided by a roll call vote, not by secret ballot. Election to the office is determined by a simple majority.

Board Leadership Responsibilities

The board president will:

1. Conduct meetings of the board in accordance with law and policy.
2. Communicate regularly with the superintendent, business administrator, and members of the board to set meeting agendas, facilitate the flow of necessary information, and respond to community issues and queries.
3. Sign legal assurances, correspondence, and contracts on behalf of the board as required by law, policy, or vote of the board.
4. Represent the board, or designate others to represent the board, as requested, in executive meetings with community and business leaders or elected officials to promote perform their duties.

The board vice president will:

1. Advise and assist the president as needed.
2. Substitute for the president as required.
3. Attend meetings with or at the request of the president and superintendent.
4. Keep the board appropriately informed of issues or data that would help members

Board leadership may speak for the board, or designate others to speak for the board, when requested to do so by vote or consensus of the board communication, without binding the board to a specific decision or position.

New Board Member Orientation

Following the election or appointment of new members, the superintendent and board leadership will provide for an orientation, as to the board's operation and processes, the working relationships with the Superintendent of Schools and staff of the Box Elder School District, and substantive background information pertaining to school system issues and procedures. A copy of this handbook will be provided online. New board members are also encouraged to attend the orientation session organized by the Utah School Boards Association (USBA).

Board of Education Code of Conduct

The members of the Board of Education agree to abide by the following norms of behavior, both as they govern the conduct of board meetings and as they govern the actions of individual board members. These norms will provide an orderly way to conduct public business, promote an atmosphere of mutual respect, and establish a level of expectation for those who aspire to become school board members in the future.

Board members shall:

1. Represent the Board with dignity, honesty, and integrity.
2. Attend meetings regularly, prepared, professional, engaged, and dedicated to accomplishing and adhering to the agenda.
3. Support efforts to focus on the important matters, remembering that the student is always our most important matter.
4. Communicate effectively, early, and often with each other and with others concerned, seeking to make your own ideas clear while respecting the different opinions of others.
5. Be loyal to the Board and work to achieve unity by supporting its decisions, even though you may personally espouse a different view.
6. Value civility and avoid contention realizing conflict on some issues is inherent and not undesirable.
7. Represent and seek to understand the needs of all students, staff and citizens in the District without partisanship.
8. Work effectively with the Superintendent, and through him/her, with the staff throughout the District.
9. Develop and improve Board skills by establishing goals, measuring progress, and participating in a variety of training opportunities
10. If at all possible Board members should notify the Superintendent or the Board President well in advance of any concerns or questions regarding the Board agenda so that they can be resolved in advance if possible.

Board Member Commitments and Ethics

The Board and its members commit to standards of conduct that are consistent with the public trust placed in elected officials. Accordingly, the Board and its members will:

1. Strive to make policies that promote the educational growth and development of all students;
2. Endeavor to appoint the most competent person available as superintendent of schools and hold that superintendent responsible for carrying out the vision, mission, and goals of the District in the administration of its schools;

3. Support and allow administrators, teachers, and staff to function in their authorized capacities while holding employees responsible for carrying out the District's vision, mission, and goals in their respective roles;
4. Seek to employ the best qualified personnel available without regard to race, color, sex, pregnancy, religion, national origin, age, marital status, disability, sexual orientation, or gender identity—except when justified to meet a bona fide occupational requirement (see [20 U.S.C. 1681 et seq.](#); [Utah Code § 34A-5 et seq.](#));
5. Promulgate policies and procedures dedicated to maintaining a learning and working environment in the District free of discrimination and unlawful harassment, including sexual harassment;
6. Promulgate policies and procedures that ensure operational transparency, including directing employees to maintain, manage, and where appropriate, produce records consistent with federal and state laws (see [20 U.S.C. § 1232g](#); [34 C.F.R. Part 99](#); and [Utah Code § 53E-9 et seq.](#));
7. Attend Board meetings, insofar as possible, being informed and prepared to discuss and act upon the items on the Board agenda;
8. Conduct Board business in compliance with the [Utah Open Meetings Act \(Utah Code § 52-4-1 et seq.\)](#);
9. Exercise Board authority exclusively to perform legislative and judicial functions;
10. Encourage free expression of opinion and seek regular communication and feedback from the public;
11. Work toward consensus in Board decision making and foster respectful and civil working relationships with other Board members and with the superintendent and District staff while recognizing the value of diverse perspectives and differences of opinion; and
12. Strive to be effective educational leaders by participating in professional development, studying education issues, fulfilling assigned Board duties, building relationships with community organizations and leaders, communicating with constituents, and advocating for public education.

A. Board of Education Code of Ethics

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

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

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

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

Disciplining Board Members

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

Policies Governing the Board

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

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

Guidelines and Parliamentary Motions

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

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

The subsidiary motions must be disposed of prior to action on the main motion.

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

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

Simplified Chart of Parliamentary Motions

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

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

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

Policy 1010 School Board’s Legal Status

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

Policy 1020 Board Power and Duties

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

Policy 1025 Administration Relations

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

Policy 1034 Board of Education Code of Conduct

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

Policy 1035 Board Member Commitments and Ethics

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

Policy 1036 Conflict of Interest: Board Member and Employee

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

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

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

Board Policies Relevant to School Board Meetings

Policy 1070 Board Meeting Procedures

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

Policy 1072 Board Meetings: Notice Requirements

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

Policy 1074 Board Meetings: Closed Meetings

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

Policy 1080 Board Committees

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

Policy 1090 Rules of Order

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

Policy 1100 Minutes

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

Policy 1110 Public Participation in Board Meeting

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

Recommendation: Board Meeting November 12, 2025, Item “M” Approve Student Expulsion

Submitted by: Superintendent Carlsen

Recommended Motion: Following Board Policy 5005 “Safe Schools-Student Discipline-Behavior” I am moving that The Board expel the student that has been presented to us for up to one year.

Background: The student brought a loaded handgun to school. It was determined it was basically for show and tell and to impress his peers. His parents and the student met with me for a Safe Schools Violation Hearing and Policy 5005 was explained.

Policy Implications: In board Policy 5005 on page 10 of 24 number 4.a. Explains that possession of a loaded handgun is a mandatory expulsion. The policy further down states that within 45 days of the expulsion the district will meet with the student and parents/guardians to find a way to incorporate them back into school.

Financial Implications: None

Staff Implications: This will require the building administration and a counselor to monitor the progress of this student and meet on occasion to make sure their education is continuing.

POLICY 5005

Safe Schools – Student Discipline/Behavior

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

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

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

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

- F. The following definitions shall apply under this policy:
 - 1. "Bullying" means intentionally committing a written, physical, or verbal act that a reasonable person under the circumstances should know or reasonably foresee will have one of the following effects:
 - a. causing physical or emotional harm to the school employee or student;
 - b. causing damage to the school employee or student's property;
 - c. placing the school employee or student in reasonable fear of:

- 1) harm to the school employee's or student's physical or emotional well-being;
or
 - 2) damage to the school employee's or student's property.
- d. creating a hostile, threatening, humiliating, or abusive educational environment due to:
- 1) the pervasiveness, persistence, or severity of the actions; or
 - 2) a power differential between the bully and the target; or
- e. substantially interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits;
- f. Bullying does not include:
- 1) a single incident, unless the incident is objectively severe; or
 - 2) mutual or reciprocating behaviors between students that might otherwise constitute bullying if one student was clearly the aggressor.
2. "Communication" means the conveyance of a message, whether verbal, written, or electronic.
3. "Cyber-Bullying" means using the internet, a cell phone, or another device to send or post text, video, or an image with the intent or knowledge, or with reckless disregard, that the text, video, or image will hurt, embarrass, or threaten an individual, regardless of whether the individual directed, consented to, or acquiesced in the conduct, or voluntarily accessed the electronic communication.
- a. In addition, any communication of this form that is generated off-campus but causes or threatens to cause a material and substantial disruption at school or interference with the rights of students to be secure may also be considered cyber-bullying.
- [Utah Code § 53G-9-601\(45\) \(2024\)](#)
4. "Disruptive behavior" means Conduct which unreasonably interferes with the educational process or instruction of students in the classroom or elsewhere, including the use of foul, profane, vulgar, or abusive language.
5. "Expulsion" means termination of the student's status as a student enrolled in the school. Expulsion may be for an indefinite or fixed period of time.

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

[Utah Code § 76-5-107.5 \(2022\)](#)

[Utah Code § 53G-9-601\(56\) \(2024\)](#)

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

[Utah Code § 76-9-105 \(2017\)](#)

9. “Retaliate” means an act or communication intended:
 - a. as retribution against a person for reporting bullying, cyber-bullying, abusive conduct, or hazing; or
 - b. to improperly influence the investigation of, or the response to, a report of bullying, cyber-bullying, abusive conduct, or hazing.
10. “School District location” means in any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school District.
11. “Sexual harassment” means uninvited and unwelcome verbal or physical behavior of a sexual nature especially by a person in authority toward a subordinate (such as an employee or student). See [Policy 3015 Title IX Sexual Harassment](#).
12. “Suspension” means removal of a student from the student’s regular classroom assignment for a definite period of time.
 - a. “In-school suspension” means a temporary removal from the student’s regular classroom for at least half a school day while remaining under the direct supervision of school personnel.
 - b. “Out-of-school suspension” means removal of the student from school grounds for disciplinary reasons, except:
 - 1) If the student is served solely under a Section 504 plan, “out-of-school suspension” means excluding the student from school for disciplinary purposes for one day or longer; or
 - 2) If the student is a student with disabilities under IDEA, “out-of-school suspension” means the temporary removal of the student from the student’s regular school to another setting for disciplinary reasons.

[Utah Admin. Rules R277-100-2\(33\)](#)

 - c. “Short-term suspension” means an out-of-school suspension with exclusion of the student from the school, school grounds, and school activities and functions or a specific period of time that is equal to or less than 10 school days.
 - d. “Long-term suspension” means an out-of-school suspension with exclusion of the student from the school, school grounds, and school activities and functions for a specific period of time that is greater than 10 school days.

13. "Weapon" means "dangerous weapon", which includes any firearm or any object that is used for, or is readily capable of, causing death or serious bodily injury.
14. "Firearm" is a pistol, revolver, shotgun, short barreled rifle or any device that could be used as a dangerous weapon from which a projectile is expelled by action of an explosive.
 - a. The following factors are used in determining whether an object other than a firearm is a dangerous weapon:
 - 1) the location and circumstances in which the object was used or possessed;
 - 2) the primary purpose for which the object was made;
 - 3) the character of the wound, if any, produced by the object's unlawful or improper use;
 - 4) the manner in which the object was unlawfully or improperly used;
 - 5) whether the manner in which the object is used or possessed constitutes a potential imminent threat to public safety; and
 - 6) the lawful purposes for which the object may be used.
 - b. Possession of a weapon ***by a student*** shall not violate this policy if possession is approved in writing by the responsible school administrator or if the item or material is present or to be used in connection with a lawful activity approved in writing by the responsible school administrator before the material in question is brought on school premises. (Persons under 21 years of age are not permitted to carry concealed firearms on school premises even if they have a permit or provisional permit to carry a concealed firearm.)

[Utah Code § 76-10-501\(6\), \(10\) \(2023\)](#)

[Utah Code § 76-10-505.5 \(2024\)](#)

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

[Utah Code § 76-5-106 \(2022\)](#)

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

[Utah Code § 76-6-202 \(2023\)](#)

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

[Utah Code § 76-6-404 \(2023\)](#)

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

[Utah Code § 76-6-106 \(2023\)](#)

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

[Utah Code § 76-5-102 \(2022\)](#)

- f. Gang activity.

[Utah Code § 76-9-801 to 804](#)

[Utah Code § 76-9-901 to 907](#)

- g. Willfully defaces or otherwise injures school property.

[Utah Code § 53G-8-212 \(2021\)](#)

- 16. Disrupting the operation of a school occurs when a person, after being asked to leave by a school official, remains on school property for the purpose of encouraging or creating an unreasonable and substantial disruption or risk of disruption of a class, activity, program, or other function of the school.

[Utah Code § 76-9-106 \(1992\)](#)

- 17. Threat of Terrorism: A student commits a threat of terrorism if the student threatens to commit an offense involving bodily injury, death, or substantial property damage, and the student:

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

[Utah Code § 76-5-107.3 \(2022\)](#)

G. Student Conduct Warranting Discipline

1. A student may be disciplined for the conduct described below. The type of discipline imposed will depend on the nature of the particular conduct.
2. Conduct Which May Warrant, But Does Not Require Suspension or Expulsion:
 - a. A student may be disciplined for any of the following prohibited conduct when it occurs in a school building, or on or in proximity to school property; in conjunction with any school sponsored activity; in or on a school vehicle; is directed at or against another student or a District employee; or when it threatens harm or does harm to the school, school property, a person associated with the school, or property of a person associated with the school.
 - 1) Unlawful conduct, as that is defined above.
 - 2) Frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including the use of foul, profane, vulgar, or abusive language.
 - 3) Willful destruction or defacing of school property.
 - 4) Behavior or threatened behavior which poses an immediate and significant threat to the welfare, safety, or morals of other students or school personnel, or to the operation of the school.
 - 5) Disruptive behavior, as that is defined above.

- 6) Possession or use of pornographic material on school property that would constitute a misdemeanor offense under [Utah Code § 76-10-1235](#). (This includes accessing such material through the District computer network or by using any District-owned device.)
- 7) Bullying, abusive conduct, cyberbullying, retaliation, and making false allegations of bullying or retaliation. See [Policy 5270](#) and [Utah Code § 53G-6](#).
- 8) Use of an electronic device or camera to record sound or images or otherwise capture material in an unauthorized setting or at an unauthorized time shall subject the user of the device to increased discipline based on the circumstances and whether the student was involved in prior violations of this policy.
 - a) Use of any device or any electronic device or camera to threaten, intimidate or embarrass another or to capture and transmit test information or any other information in a manner constituting fraud, theft or academic dishonesty may result in an immediate suspension.
- 9) Use of any device in a manner which may be physically harmful to another person, such as shining a laser in the eyes of another student, may result in an immediate suspension. When a student repeatedly engages in such behavior, the punishment may be increased as is appropriate.
- 10) Selling, giving, delivering, transferring, possessing, controlling, or distributing an alcoholic beverage on or in proximity to school property or at or in proximity to any school sponsored event. See [Policy 5290](#).
- 11) Selling, giving, delivering, transferring, possessing, controlling, or distributing tobacco products on or in proximity to school property or at or in proximity to any school sponsored event. Students shall not smoke or use tobacco products on school property or at any school-related or school-sanctioned activity on or off school property.
- 12) "Tobacco products" includes an electronic cigarette or electronic cigarette product as that has been defined by state law ([Utah Code § 76-10-101](#)). See [Policy 5290](#), [Policy 5291](#), and [Policy 5294](#).
 - a) Teachers or authorized school employees shall confiscate electronic cigarette products from school-age students on school property consistent with the District or school policy for identifying illegal substances in the possession of students and confiscating those substances.

- b) Teachers who confiscate electronic cigarette products shall release the products to a school administrator in a timely manner.
 - c) Administrators shall release confiscated electronic cigarette products to local law enforcement in a timely manner consistent with the law.
- 13) Being under the influence of an alcoholic beverage or controlled substance on or in proximity to school property or at or in proximity to any school-sponsored event. See [Policy 5270](#).
- 14) Engaging in, assisting, permitting, or otherwise being involved in hazing, as provided by the District's policy prohibiting hazing. See [Policy 5270](#).

[Utah Code § 53G-8-205\(1\) \(2024\)](#)

[Utah Code § 53G-8-602 \(2018\)](#)

[Utah Code § 53G-8-209 \(2020\)](#)

- 15) Engaging in conduct that contains the elements of the offense of arson or aggravated arson under the Utah Criminal Code.

[Utah Code § 76-6-102 \(2023\)](#)

[Utah Code § 76-6-103 \(2023\)](#)

- 16) Engaging in conduct that contains the elements of any felony.

- 17) Sexual Harassment (See [Policy 3015 Title IX Sexual Harassment](#))

- 18) Gang-related activity as defined in the policy means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or have engaged in a pattern of criminal gang activity. Gang-related activity includes but is not limited to:

a) Wearing, possessing, using or distributing, displaying or selling and clothing, jewelry, emblem, badge, symbol, sign or other things which evidence membership in a gang;

b) Use of a name associated with or attributable to a gang;

c) Designating "turf" or an area for gang activity or occupation.

3. Conduct requiring suspension or expulsion

- a. A student shall be suspended or expelled from school for participation in any serious violation affecting another student or staff member, or any serious violation when it occurs in a school building, in or on school property; or in conjunction with any school sponsored activity including:
 - 1) The sale, control, delivery, transfer or distribution of a drug or controlled substance, as defined in [Utah Code § 58-37-2](#), an imitation controlled substance, as defined in [Utah Code § 58-37b-2](#), or drug paraphernalia as defined in [Utah Code § 58-37a-3](#) (See [Policy 5290](#)); or
 - 2) The actual use of violence or sexual misconduct; or
 - 3) The actual or threatened use of a look-alike weapon with intent to intimidate another person or to disrupt normal school activities; or
 - 4) Commission of an act involving the use of force or the threatened use of force which if committed by an adult would be a felony or class A misdemeanor; or
 - 5) Making a false report of an emergency at a school under

[Utah Code § 76-9-202](#)

[Utah Code § 53G-8-205\(2\)\(a\) \(2024\)](#)

[Utah Code § 76-5-102 \(2022\)](#)

[Utah Code § 76-5-102.3 \(2022\)](#)

[Utah Code § 76-9-202 \(2024\)](#)

4. Conduct which requires 1-year expulsion

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

[Utah Code § 53G-8-205\(2\)\(b\) \(2024\)](#)

5. Discipline Rules for Students with Disabilities

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

H. Remedial measures and Disciplinary Sanctions

1. Remedial Measures

- a. Continued school attendance subject to the terms of a remedial discipline plan prepared to correct the violation. This remedial measure is available only where the violation is for willful disobedience, defiance of authority, or disruptive behavior when such conduct is not of such a violent or extreme nature that immediate removal from school would be required.
- b. Continued school and class attendance accompanied by the student's parent for a designated period of time. This remedial measure is available only with the consent of the student's teacher or teachers and the agreement of the student's parent. The parent must agree to attend all of the student's classes for each day of the suspension. If the parent fails to attend class with the student, the student shall then be subject to suspension or other discipline in accordance with this policy.
- c. In-school suspension. Attendance in a designated in-school suspension program. Students shall be instructed in the essential elements of the courses in which they are enrolled at the time of removal.
- d. Home-based instruction: Instruction at home, provided that combined days of suspension and assignment to home-based instruction shall not exceed ten (10) school days in a trimester.
- e. Peer Court (for 6th-12th graders)
 - 1) Box Elder School District operates a Peer Court under the Utah Youth Court Diversion Act as a diversion program for students that have been identified by school administrators as having committed acts which indicated a need for an intervention.
 - 2) Referrals for Peer Court
 - a) The determination of whether a Peer Court referral is warranted shall be made by the school administrator in consultation.
 - b) Students may be referred to Peer Court as an appropriate behavior response for Class C type misdemeanors including disorderly conduct, petty theft, trespassing, possession/use of illegal substances, vaping.
 - 3) Procedures for Peer Court
 - a) The Director of Student Services or designee along with community Police Departments is responsible for facilitating routine Peer Court meetings.

b) The Peer Court Facilitator shall conduct regular meetings at the routinely appointed time and place.

c) The cost to the student referred to Peer Court is \$25.

4) Determinations from Peer Court

a) Box Elder School District does not make a determination of whether or not a student engaged in particular conduct, instead participation in peer court presumes the student engaged in conduct and the peer court provides a solution and encourages restorative practices.

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

f. Voluntary transfer to another school, campus, community based alternative school or other special program within the District, subject to the admission criteria of such alternative programs.

g. Withholding grade reports, diplomas and transcripts. If the District determines that school or District property has been lost or willfully cut, defaced or otherwise injured by a student, the District may withhold the issuance of official written grade report, diploma and transcript of the student responsible for the damage or loss until the student or student's parent has paid for the damages.

1) If the student and the student's parents are unable to pay for the damages or if it is determined by the school in consultation with the student's parents that the student's interests would not be served if the parents were to pay for the damages, then the District shall provide a program of voluntary work for the student may complete in lieu of the payment. In that case, the school shall release the official grade report, diploma, or transcript of the student upon completion of the work.

2) If the Department of Human Services or a licensed child-placing agency has been granted custody of the student, that student's records, if requested by the Department or agency, may not be withheld from the Department or agency for non-payment of damages under this section.

3) No penalty may be assessed for damages which may be reasonably attributed to normal wear and tear.

[Utah Code § 53G-8-212 \(2021\)](#)

2. Disciplinary Sanctions

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

3. Expulsion

I. Authority to Impose Discipline and Due Process

1. The Board of Education hereby delegates to each school principal or assistant principal within the District the authority to suspend a student in the principal or assistant principal's school for up to ten (10) school days, in accordance with this policy.
2. The Board of Education hereby delegates to the superintendent the authority to suspend a student for up to one (1) school year.
3. The Board of Education has the authority to expel a student for a fixed or indefinite period.

[Utah Code § 53G-8-206 \(2019\)](#)

J. Procedures for Imposing Discipline

1. Remedial measures or disciplinary sanctions may be imposed on a student only after it has been determined, following appropriate due process, that the student has committed a violation. The nature of the due process required depends in part on the magnitude of the penalty to be imposed. When a student is accused of sexual harassment, the procedure set out in [Policy 5275](#) and [Policy 3015](#) shall be followed in place of the procedure in this policy.
 - a. Short-term Out-of-School Suspension
 - 1) Informal due process hearing

- a) A school principal may suspend a student from school for up to ten (10) school days for a violation. Prior to imposing a suspension, the school principal or assistant principal shall meet with the student to discuss the incident(s) and to provide the student an opportunity to respond.
- b) The principal or assistant principal shall then determine whether a violation has occurred and whether suspension or other discipline is appropriate.
- c) In appropriate cases, the principal shall consider and offer the student alternatives to out-of-school suspension, including in-school suspension and parental attendance with the student (where appropriate consent from teachers is obtained). (See [Policy 6012 Parent Classroom Observation](#))

2) Short-term out-of-school suspension pending due process hearing

- a) If the school principal or assistant principal makes an initial determination that the violation warrants long-term suspension or expulsion, the school principal may recommend those sanctions and may impose a short-term suspension pending a hearing on whether those sanctions should be imposed.

b. Departure from school grounds

- 1) A suspended student shall immediately leave the school building and grounds following a determination by the school of the best way to transfer custody of the student to the parent or other person authorized by the parent or applicable law to accept custody of the student.

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

c. Notice of short-term out-of-school suspension

d. A suspended student and parent shall be notified:

- 1) If a short-term suspension is imposed, the principal or assistant principal shall immediately provide notice to the student's parent. Notice shall, if possible, be given by telephone. If reasonable efforts to contact the parent by telephone are unsuccessful, then written notice shall be sent to the parent. The notice, whether verbal or written, shall include the following:

- a) That the student has been suspended from school,
- b) The reason for the suspension,

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

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

2. Long-term Suspension or Expulsion

a. Due process hearing

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

b. Notice of Hearing

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

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

3. Hearing Procedures

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

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

d. Decision

- 1) At the conclusion of the hearing, the Superintendent or designee shall make a final determination of the matter and shall state his or her determination to those attending the hearing.
- 2) The determination shall then be placed in writing and mailed to the parent.
- 3) Upon a finding that the student has engaged in conduct warranting discipline, the Superintendent or designee may determine what discipline or remedial measures are appropriate for the conduct.

- 4) If the Superintendent or designee determines that the appropriate sanction is expulsion, that sanction must be authorized by the Board of Education.
- 5) Other than expulsion, the Superintendent or designee may impose any of the available remedial measures or sanctions determined to be appropriate.
- 6) In determining the appropriate sanction, the Superintendent or designee shall consider whether alternatives to suspension are appropriate or available.

[Utah Code § 53G-8-206 \(2019\)](#)

[Utah Code § 53G-8-207 \(2019\)](#)

e. Appeals

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

f. Board evaluation of expulsion recommendation

- 1) If the Superintendent or designee recommends expulsion for an indefinite or definite period of time, then the Superintendent or designee will transmit that recommendation to the Board of Education along with the record of evidence submitted to the Superintendent.
- 2) The Board may review the recommendation based on this record or may, at its sole discretion, accept further evidence.
- 3) Following its review, the Board may accept, modify, or reject the recommendation, or impose other disciplinary sanctions. This decision is final.

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

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

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

[Utah Code § 53G-8-205\(2\)\(b\) \(2024\)](#)

h. Denial of admission and reporting

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

[Utah Code § 53G-8-205\(3\) \(2024\)](#)

K. Evidence in Student Hearings

1. All student disciplinary hearings shall be conducted by the Board or its designee in an executive session.
2. All evidence presented in such hearings shall constitute student educational records and shall be treated as "confidential".
3. The District hereby designates all student records as "protected" under the Government Records Access Management Act. The names of students giving

statements used in a student hearing involving other students may be protected and redacted where necessary to protect the students from threats of harm or interference with the educational process.

L. Notification of Offense on School Property

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

[Utah Code § 53G-8-510 \(2024\)](#)

M. Sexual Crimes or Serious Offenses by Students

1. For purposes of this section: “serious offense” means any of the following:
 - a. a violent felony as defined in [Utah Code § 76-3-203.5](#), or
 - b. an offense that is a violation of [Utah Code Title 76, Chapter 6, Part 4](#), theft and the property stolen is a firearm; or
 - c. an offense that is a violation of [Utah Code Title 76, Chapter 10, Part 5](#), Weapons
2. “Sexual crime” or “sexual misconduct” means any conduct described in:
 - a. [Utah Code Title 76, Chapter 5, Part 4, Sexual Offenses](#), or
 - b. [Utah Code Title 76, Chapter 5b, Sexual Exploitation Act](#), or
 - c. [Utah Code § 76-7-102](#), incest, or
 - d. [Utah Code § 76-9-702](#), lewdness, or
 - e. [Utah Code § 76-9-702.1](#), sexual battery.

[Utah Code § 53G-8-201 \(2024\)](#)

[Utah Code § 80-6-103\(1\)\(d\) \(2024\)](#)

3. When a student commits a serious or sexual crime or sexual misconduct on school property, the impact of that misconduct on the school or school facility where the misconduct occurred shall be considered in determining both the discipline to be imposed and the conditions for the student to return to school.

a. Where the misconduct was directed at another student or a school employee, the student may not return to a school where the victim attends or works.

1) In which circumstance, the parent will be responsible for transportation to and from school.

[Utah Code § 53G-8-203\(4\)\(b\)\(ii\) \(2024\)](#)

[Utah Code § 53G-8-213\(5\) \(2024\)](#)

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

[Utah Code § 53G-8-203\(4\)\(b\)\(i\) \(2024\)](#)

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

[Utah Code § 53G-8-203\(4\)\(b\) \(2024\)](#)

[Utah Code § 53G-8-213 \(2024\)](#)

N. Education of Students Subject to Discipline

1. The educational services that will be provided to students subject to discipline will depend upon the nature of the discipline.

a. Students subject to remedial measures such as a remedial discipline plan, class attendance with a parent, or in-school suspension will continue to receive educational services from the District according to the remedial measure. A student transferred to another school or program within the District will receive educational services through that school or program.

b. Parent and District responsibilities

1) If a student is expelled or suspended for more than 10 days, it is the responsibility of the student's parent to undertake an alternative education plan which will ensure that the student's education continues during the period of the suspension or expulsion.

- 2) The parent shall work with designated school officials to determine how that responsibility might best be met through private education, alternative programs offered by the District, or other alternatives which will reasonably meet the student's educational needs.
- 3) Costs for educational services not provided by the District are the responsibility of the student's parent.

[Utah Code § 53G-8-208 \(2020\)](#)

c. Review of student progress

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

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

d. Record of disciplined students

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

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

O. Readmission of Suspended or Expelled Students

1. Suspended students

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

2. Expelled students

- a. The superintendent or his or her designee shall review the expulsion sanction of each expelled student at least once per year and shall report the conclusions of such review to the Board of Education.
- b. The superintendent or his or her designee may make recommendations regarding whether such sanction should be modified or removed, and what conditions, if any, should be imposed on the student's readmission.
- c. If the Board has expelled a student for a set period of time and has not otherwise specified, at the expiration of that expulsion term a student may enroll at his or her area school on the same terms as a new student.

P. Information Regarding SafeUT Crisis Line

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

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

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

Q. Response to SafeUT Crisis Line Reports

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

[Utah Code § 53G-8-203\(1\)\(i\) \(2024\)](#)

NOTICE OF SHORT-TERM SUSPENSION

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

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

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

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

Thank you,

Principal or assistant principal

SCHOOL SUSPENSION/EXPULSION RECOMMENDATION FORM

Student Information:

Student Name: _____
Grade Level: _____
Date of Incident: _____

Incident Details:

Description of Misconduct (Attach additional documentation if needed):

Previous Disciplinary Actions Taken (Check all that apply):

- Verbal Warning
- Parent Conference
- In-School Suspension
- Short-term Suspension (under 10 days)
- Behavioral Contract
- Other (specify): _____

Recommendation:

- Long-Term Suspension (more than 10 days)
- Expulsion

Justification for Recommendation:

Principal's Signature

Date