



BOARD OF EDUCATION
REGULAR SCHOOL BOARD MEETING
Detailed Agenda

Wednesday, December 10, 2025

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

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

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

B. Dinner with Legislators- 5:00 p.m.

C. Administrative - 6:30 p.m.

1. Call to Order

Tiffani Summers, Board President

2. Reverence

Keith Mecham, Asst. Superintendent of Secondary Teaching & Learning

3. Flag Salute/Pledge of Allegiance

Stephanie DeFilippis, Board Member

4. Recognitions

Jamie Kent, Public Information Officer

a. Jenny Rogers' North Park 4th Grade Class

Looking Up: A Season of Wonder

b. SEE Award Winners:

S - Nicole Richards (Harris)

E - Tom Davidson (BEHS)

E - Kelli Nessen (North Park)

5

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 2026-27 District Calendar and Western Schools Calendar

6

Coerina Fife, Executive Director of Personnel and Title IX

2. Approval of 4-day Week for Western Schools

9

Coerina Fife, Executive Director of Personnel and Title IX

3. Approval of New Courses

10

Keith Mecham, Asst. Superintendent of Secondary Teaching & Learning

4. Consideration of a resolution directing the Municipal Building Authority of Box Elder School District to undertake a project through the issuance and sale of one or more series of the Authority's Lease Revenue Bonds and providing for related matters

Neil Stevens, Business Administrator

5. Recess as Board of Education and Convene as Board of Trustees of the Municipal Building Authority of Box Elder School District

Neil Stevens, Business Administrator

a. Regular Meeting of the Local Building Authority of Box Elder School District

1) Statement of Intent to Issue lease Revenue Bonds:

The Board of Trustees of the Municipal Building Authority of Box Elder School District hereby declares its intent to issue its Lease Revenue Bonds. The Lease Revenue Bonds may be issued in one or more series, but the maximum principal amount of Lease Revenue Bonds contemplated under this intent is

\$140,000,000. The proposed Lease Revenue Bonds will be issued for the purpose of (a) financing certain costs of the acquisition, construction and improvement of (i) the remodeling of and additions to Box Elder High School, (ii) the remodeling of and additions to Bear River High School and (iii) a new elementary school currently anticipated to be located in west Tremonton, (b) providing reserves, if necessary, (c) if desired, providing capitalized interest to pay the portion of the interest accruing on such bonds during the acquisition, construction and improvement of such projects and (d) paying costs relating to the issuance and sale of such bonds.

2) **Consideration of a resolution authorizing the issuance and sale of not more than \$140,000,000 of the Authority's Lease Revenue Bonds, in one or more series, and providing for related matters.** **18**

3) **Other business items**

4) **Adjourn and reconvene as the Board of Education**

G. Information Items - 7:45 p.m.

1. **School Bus Safety** **39**

Jason Sparks, Transportation Director, Jason Jensen and Kisha Collum

2. **RISE, Utah Aspire Plus Data, and Graduation Rates** **54**

Jeff Morris - Assessment Director

3. **Literacy Information** **69**

Jamie Kent, Director of Public Relations and AshLee Nelson, Director of Instructional Support
Literacy Celebration

4. **Monthly Newsletter**

Jamie Kent, Director of Public Relations
Monthly Newslelter

5. **Monthly Financial Report** **76**

Neil Stevens, Business Administrator

6. **Board Committee Reports**

a. **Student Board Member Report**

7. **November Employees of the Month**

8. November	9. Teacher	10. Support
11. BRHS	12. Cassidy Eakle	13. Jennie Gamble
14. BRMS	15. Morgan Christensen	16. Riley Nelson
17. ACHI	18. Elizabeth Strong	19. Ashlea Wilcox
20. BEHS	21. Jason Bingham	22. Shanna Hales
23. BEMS	24. William Clayson	25. Carla Zundel
26. ACYI	27. Cindy Gulbranson	28. Nicole Braegger
29. Sunrise	30. Robert Franckowiak	31. Kortney Bruner
32. Century	33. Dacia Pitcher	34. Sandy Marble
35. Discovery	36. Kim Baker	37. Rebecca Birch
38. Fielding	39. Tyra Seger	40. Terra Bell
41. Garland	42. Alexis Zundel	43. Nichelle Lund
44. Golden Spike	45. Alysha Frazier	46. Arianna Chavez
47. Lake View	48. Meghan Stanger	49. Veronica Cid Castillo
50. McKinley	51. Camille McDermott	52. Ashley Hardy

53. North Park	54. Shellie Herem	55. Naiomi Whitmore
56. Three Mile Creek	57. Tammy Pedersen	58. Clarice Hodgkinson
59. Willard	60. Candice Coburn	61. Maury Wheatley
62. Western	63. Amy Pugsley	64. Sydney Ward

H. Policy Review - 8:20 p.m.

1. First Reading

a. Policy 1222 Naming of Facilities	84
b. Policy 2217 Transportation — Requests for Field Trips/Activity	86
c. Policy 3023 Educator Induction, Mentoring, and Professional Learning	88
d. Policy 3098 Employee Surveys	93
e. Policy ESP: Fringe Benefits and Leave of Absence	95
f. Policy 4066 Curriculum: Religious Neutrality	108
g. Policy 4102 Grading: Grades K-7	111
h. Policy 4104 Grading: Packet Credit	113
i. Policy 4105 Sex Education	115
j. Policy 4107 Testing Procedures and Standards	122
k. Policy 4108 Testing Procedures and Standards - Exclusion from Testing	127
l. Policy 4115 Grading: Course Grade Replacement	129
m. Policy 4140 School Volunteers/Resource Persons	132
n. Policy 6000 Public Records Access and Management	134
o. Policy 6050 Community Use of School Facilities	147
p. Policy 6060 Conduct on School Premises	150

2. Second Reading

a. Policy 1036 Board Member Conflict of Interest	159
b. Policy 1072 Board Meetings: Notice Requirements	163
c. Policy 1100 Minutes	169
d. Policy 2030 Procurement/Purchasing	172
e. Policy 2034 Procurement: Contracts and Contract Limitations	179
f. Policy 2039 Child Nutrition Program Procurement	199
g. Policy 2060 Deducted Absences	205
h. Policy 2227 Transportation: Equipment: Buses	207
i. Policy 2228 Transportation: Unauthorized Persons on Buses	209
j. Policy 2241 School Nutrition Program - Charge and Delinquent Accounts	211
k. Policy 3085 Employee Work Information Privacy	216
l. Policy 4016 Evaluation and Selection of Instructional Material	218
m. Policy 4018 Evaluation and Selection of Supplemental Material	230
n. Policy 4020 Individual Learning Plan	238
o. Policy 5278 Student Privacy and Modesty	240
p. Policy 5320 Student Travel - Overnight, Over 150 Miles, Out of State	242
q. Policy 5321 Educational Field Trips	250
r. Policy 6002 Government Data Privacy	254
s. Policy 6065 Flags on School Property	263

I. Consent Items - 8:30 p.m.

1. Minutes	264
2. Claims	272
3. Personnel	283
4. Clubs	285
5. Alternative Learning Classroom Paraprofessionals	287

J. Suggestions for Future Board Meetings - 8:35 p.m. 289

K. Upcoming Events

1. January 8-10, 2026 - USBA Conference

L. Board Handbook

291

M. Closed Session for Sale or Lease of Real Property - 8:40 p.m.

Neil Stevens, Business Administrator

N. Approval of Sale or Lease of Real Property - 9:00 p.m.

Neil Stevens, Business Administrator

O. Adjournment - 9:05 p.m.

The next meeting of the Board of Education will be held on Wednesday, January 14, 2026, 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.

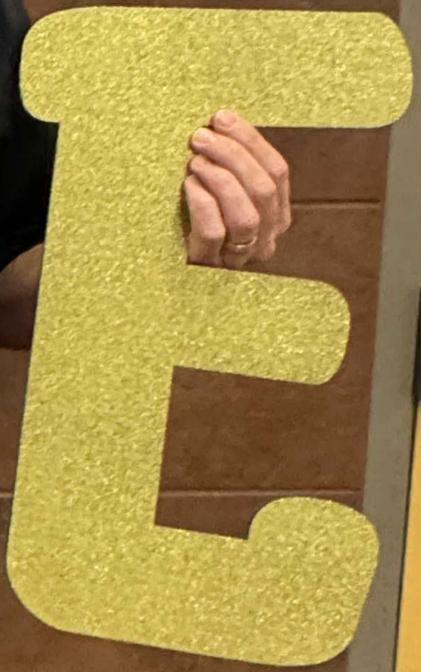


SEE
RECOGNITION
EXPANDING STUDENT CONNECTIONS
PRESENTED TO
Tom Davidson
For demonstrating SEE's mission of expanding connections in the Blue Ridge School District.
Your leadership, dedication, and commitment to SEE, in partnership with your colleagues and staff, has made a significant impact on our students. Your efforts have helped us expand our connections and create a strong learning community for every student. We are proud to recognize your contributions and thank you for your leadership and commitment.

[Signature]
Director of Public Relations

[Signature]
Director of Public Relations

P6
ATHLETICS
HALL



Recommendation to approve

Submitted by: Coerina Fife, Executive Director of Personnel and Title IX

Recommendation:

It is recommended that the school board approve the District and Western School's 26-27 calendar.

Recommended Motion:

I move that the 26-27 calendar be approved.

Background:

A district calendar is created and approved before the closing of school in the year preceding the one in which the calendar is drawn. This calendar ensures we meet the state-required number of instructional days.

Policy Implications:

This is in accordance with [Policy 1230](#)

Financial Implications:

n/a

Staff Implications:

n/a

Box Elder School District 2026-2027

July 2026						
S	Mon	Tues	Wed	Thurs	Fri	S
			1	2	3 4th of July Observed	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24 Pioneer Day	25
26	27	28	29	30	31 0/21	1

August 2026						
S	Mon	Tues	Wed	Thurs	Fri	S
2	3	4	5	6	7	8
9	10 Secretary Mtg.	11	12	13 Counselors New Teacher	14 Health Fair	15
16	17 SPED PD CTE PD	18 Staff Mtg PD Bck2Sch 10-12	19 (School PD) Bck2Sch 6-9	20 (School PD) Bck2Sch K-5	21	22
23	24 Teacher Prep Day	25 Teacher Prep Day	26 Teacher Prep Day	27	28	29
← Box Elder County Fair →						
30	31 First Day of School, Early Out-Elem					3/21

September 2026						
S	Mon	Tues	Wed	Thurs	Fri	S
		1 Early Out - Elem Only	2 Early Out - Elem Only	3 Early Out - Elem Only	4 Early Out - all	5
6	7 Labor Day	No School for Kindergarten Testing by Appointment		10 Kindergarten Intake	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			21/21

October 2026						
S	Mon	Tues	Wed	Thurs	Fri	S
				1	2	3
4	5 HS/Int P/T Conf	6 MS P/T Conf	7	8 Fall Break	9 Fall Break	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28 Sunrise P/T Conf	29	30 20/20	31

November 2026						
S	Mon	Tues	Wed	Thurs	Fri	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18 K-5 P/T Conf Early Out Elem Only	19 K-5 P/T Conf Early Out Elem Only	20 End of Tri 1 (59 days)	21
22	23	24	25 PTC Comp Day	26 Thanksgiving Break	27 Thanksgiving Break	28
29	30 Begin 2nd Tri					19/19

December 2026						
S	Mon	Tues	Wed	Thurs	Fri	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21 Winter Break	22 Winter Break	23 Winter Break	24 Winter Break	25 Winter Break	26
27	28 Winter Break	29 Winter Break	30 Winter Break	31 Winter Break		14/18

January 2027						
S	Mon	Tues	Wed	Thurs	Fri	S
					1 New Year's Day	2
3	4 School Resumes	5	6	7	8	9
10	11 HS/Int P/T Conf	12 MS P/T Conf	13	14	15	16
17	18 Martin-Luther King Jr Day	19	20	21	22	23
24	25	26	27	28	29	30 19/19

February 2027						
S	Mon	Tues	Wed	Thurs	Fri	S
31	1	2	3	4	5	6
7	8	9	10 Sunrise P/T Conf	11	12	13
14	15 President's Day	16	17	18	19	20
21	22	23	24	25	26	27
28						19/19

March 2027						
S	Mon	Tues	Wed	Thurs	Fri	S
	1	2	3 K-5 P/T Conf Early Out Elem Only	4 End of Tri 2 (60 days) P/T Conf Early Out	5 District PD Day (no school for students)	6
7	8 Begin 3rd Tri	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29 ** PTC Comp Day	30 ** Spring Break	31 Spring Break			21/23

April 2027						
S	Mon	Tues	Wed	Thurs	Fri	S
				1 Spring Break	2 Spring Break	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30 20/20	1

May 2027						
S	Mon	Tues	Wed	Thurs	Fri	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31 Memorial Day					20/20

June 2027						
S	Mon	Tues	Wed	Thurs	Fri	S
		1	2	3 Last Day of School (61 days)	4 District PD Day (no school for students)	5
6	7	8	9	10	11	12
13	14 Juneteenth Observed	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			4/21

No School for Students
Beginning and End of School
** March 29, 2027 - Designated Snow Day

Kindergarten Testing by appt at each school
Parent Teacher Conferences
Start/End of Trimester

Approved by School Board: _____
*For 12-month & ESP employees, holidays are marked in bold and italicized throughout the year

Box Elder School District 2026-2027

July 2026						
S	Mon	Tues	Wed	Thurs	Fri	S
			1	2	3 <i>4th of July Observed</i>	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24 <i>Pioneer Day</i>	25
26	27	28	29	30	31 0/21	1

August 2026							
S	Mon	Tues	Wed	Thurs	Fri	S	
2	3	4	5	6	7	8	
9	10 Secretary Mtg.	11	12	13 Counselors New Teacher	14 Health Fair	15	
16	17 SPED PD CTE PD	18 Staff Mtg PD Bck2Sch 10-12	19 (School PD) Bck2Sch 6-9	20 (School PD) Bck2Sch K-5	21	22	
23	24 Teacher Prep Day	25 Teacher Prep Day	26 Teacher Prep Day	27	28	29	
30	31 First Day of School, Early Out-Elem	← Box Elder County Fair →					3/21

September 2026						
S	Mon	Tues	Wed	Thurs	Fri	S
		1 Early Out - Elem Only	2 Early Out - Elem Only	3 Early Out - Elem Only	4	5
6	7 <i>Labor Day</i>	8	9	10	11 Early Out	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28 HS P/T Conf	29 MS P/T Conf	30 Int P/T Conf			19/21

October 2026						
S	Mon	Tues	Wed	Thurs	Fri	S
				1	2	3
4	5	6	7	8 <i>Fall Break</i>	9 <i>Fall Break</i>	10
11	12	13 West PTC Early out	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28 Sunrise P/T Conf	29	30 16/20	31

November 2026						
S	Mon	Tues	Wed	Thurs	Fri	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20 End of Tri 1 (59 days)	21
22	23	24	25 PTC Comp Day	26 Thanksgiving Break	27 Thanksgiving Break	28
29	30 Begin 2nd Tri					16/19

December 2026						
S	Mon	Tues	Wed	Thurs	Fri	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21 Winter Break	22 Winter Break	23 Winter Break	24 Winter Break	25 Winter Break	26
27	28 Winter Break	29 Winter Break	30 Winter Break	31 Winter Break		11/18

January 2027						
S	Mon	Tues	Wed	Thurs	Fri	S
					1 <i>New Year's Day</i>	2
3	4 School Resumes	5	6	7	8	9
10	11 HS P/T Conf	12 MS P/T Conf	13 Int P/T Conf	14	15	16
17	18 <i>Martin-Luther King Jr Day</i>	19	20	21	22 Early out	23
24	25	26	27	28	29	30 16/19

February 2027						
S	Mon	Tues	Wed	Thurs	Fri	S
31	1	2	3 West PTC Early out	4	5	6
7	8	9	10 Sunrise P/T Conf	11	12	13
14	15 <i>President's Day</i>	16	17	18	19 Early out	20
21	22	23	24	25	26	27
28						16/19

March 2027						
S	Mon	Tues	Wed	Thurs	Fri	S
	1	2	3	4 End of Tri 2	5 <i>District PD Day (no school for students)</i>	6
7	8 Begin 3rd Tri	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29 ** PTC Comp Day	30 Spring Break	31 Spring Break			18/23

April 2027						
S	Mon	Tues	Wed	Thurs	Fri	S
				1 <i>Spring Break</i>	2 <i>Spring Break</i>	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30 20/20	1

May 2027						
S	Mon	Tues	Wed	Thurs	Fri	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31 <i>Memorial Day</i>					20/20

June 2027						
S	Mon	Tues	Wed	Thurs	Fri	S
		1	2	3 Last Day of School (61 days)	4 <i>District PD Day (no school for students)</i>	5
6	7	8	9	10	11	12
13	14 <i>Juneteenth Observed</i>	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			4/21

No School for Students
Beginning and End of School
West attend Friday
** March 29, 2027 - Designated Snow Day

Kindergarten Testing by appt at each school
Parent Teacher Conferences
Start/End of Trimester

Approved by School Board: _____
*For 12-month & ESP employees, holidays are marked in bold and italicized throughout the year

Recommendation regarding the request for a four-day school week renewal at Park Valley, Grouse Creek, and Snowville Schools.

Submitted by: Superintendent Steve Carlsen and Executive Director of Human Resources Coerina Fife

Recommendation

It is recommended that the BESD School Board approve the request to renew the four-day school week in the Park Valley, Grouse Creek, and Snowville Schools, effective for the 2067-27 school year.

Recommended Motion

We move that the BESD Board of Education approve the renewal of a four-day school week for the Park Valley, Grouse Creek, and Snowville Schools, effective for the 2026-27 school year.

2026-2027 New Courses for Consideration

Recommendation to approve Submitted by: Keith Mecham

Recommendation: It is recommended that the BESD Board of Education approve the following new courses to be taught at our secondary schools 2026-2027 school year.

- **World Language Elective:**
 - Exploratory Language Spanish (at ACYI and ACHI) grades 6th and 7th (1 trimester)
 - Exploratory Language Chinese (at ACYI only) grades 6th and 7th (1 trimester)
 - Spanish for Heritage Speakers A
 - Spanish for Heritage Speakers B
 - (Both classes be offered in grades 6-12 but emphasis is in the intermediate and middle school levels with the desire to transition these students into DLI or AP Spanish)
- **Language Arts/Humanities:**
 - Multicultural Literature and Film (1 trimester)
 - 12th grade - Counts as English 12A or 12B
 - 10th-11th grade - Elective course
- **CTE Courses:**
 - Principles of Cyber Defense and Ethics (1 trimester - Concentrator Course)
 - Cyber Forensics (1 trimester - [Completer Course](#))

Recommended Motion: I move that we approve the 7 courses (4 World Language Elective, 1 ELA/Humanities and 2 CTE) for the Box Elder School District as was presented beginning the 2026-2027 school year and beyond.

Background Information: Please click this link to review each individual course presented: [Proposal for the new courses for the 2026-2027 school year](#). Please note that just because the School Board approves the classes doesn't mean that there will be enough interest to actually run the class. Staffing decisions and course offerings will still be the responsibility of the building principal while working with the executive director of HR.

Policy Implications: None

Financial Implications: Classes will be covered by the current school fee schedule

Staff Implications: None - No new staff will be hired to cover these courses. However, if enough interest is gathered in the future, there may be a possibility for additional staff.

Box Elder School District New Course Application

Present to Board

Note: No subject or course shall be taught, no credit to given for the same, unless it has been recommended for approval by the Curriculum Department and authorized by the Board of Education. New course requests will not be considered without complete information and documentation.

Proposed Course Title

Approved State Core Course

Exploratory Language Spanish/Chinese

Yes

No

Course Description

This course introduces students to the world of language and culture. Students will learn basic conversational expression, greetings and cultural customs. This exploratory course emphasizes curiosity, participation and culture rather than grammar mastery.

Prerequisite

None

Submitting School and Department

Type of Course (Drop Down Menu)

Young/Harris

How will this course impact the overall school curriculum and resources? (i.e. schedule, teaching loads, class-size, etc.)

It adds classes for language teachers. A principal mentioned that they need more electives for non-DLI kids at Intermediate levels.

Will there be an assessed fee for this course? (Fees must be approved by the Board)

NO

Is there an end-of-level State test for this course? If so, which one?

No

Start-up Budget: Course Materials Required (texts, software, hardware)

\$4,000 for curriculum for the Intermediate schools.

Box Elder School District New Course Application

Present to Board

Note: No subject or course shall be taught, no credit to given for the same, unless it has been recommended for approval by the Curriculum Department and authorized by the Board of Education. New course requests will not be considered without complete information and documentation.

Proposed Course Title

Principles of Cyber Defense and Ethics
Concentrator Course

Approved State Core Course

- Yes
- No

Course Description

This course will provide a comprehensive view of Cybersecurity across an organization. You will learn how to use features of modern operating systems to enhance an organization's security, understand inherent weaknesses in wireless and wired networks, and be better equipped to protect your employer's and your own information. As a prerequisite to advanced topics in ethical hacking, incident response and digital forensics, you will also learn about cybersecurity career paths and how to further develop your skills in these areas.

Prerequisite

Digital Literacy

Submitting School and Department

Bear River High School, CTE

Type of Course (Drop Down Menu)

CTE

How will this course impact the overall school curriculum and resources? (i.e. schedule, teaching loads, class-size, etc.)

The impact to the overall school curriculum and resources should be minimal. I would like to start teaching this course and one additional course (Cyber Forensics), both of which would be new courses to Bear River High School (BRHS). My expectation is that these two courses would be sufficient to fill at least two full class periods (maximum of 32 students per class) which could be taught consecutively or concurrently during the school year (ex: 1st Trimester - Principles of Cyber Ethics and Defense, 2nd Trimester - Cyber Forensics; or 2nd Trimester - Principles of Cyber Ethics and Defense, 3rd Trimester - Cyber Forensics; etc.) Several of the explorer courses are already being taught at BRHS, so the addition of these two courses would enable students to finish both the concentrator and completer courses for the Cybersecurity pathway. These courses could also be taken by students who are interested in Cybersecurity but do not necessarily want to pursue the courses provided at Bridgerland Tech. My teaching load would need to be adjusted to support the additional classes. I would suggest that the Business Management classes be taught by another teacher whose focus is on business related classes. While I am considered a CTE-Business teacher, I have a majority of classes that fall under multimedia and two classes that fall under business; however, my professional endorsement is in Cybersecurity.

Will there be an assessed fee for this course? (Fees must be approved by the Board)

No, there will not be an assessed fee for this course at this time.

Is there an end-of-level State test for this course? If so, which one?

Yes, YouScience exam #831, Principles of Cyber Defense and Ethics

Start-up Budget: Course Materials Required (texts, software, hardware)

None - The course could be taught without any additional course materials with support from organizations like US Cyber Patriot. Material and modules would need to be collected; however, this time is already allocated for me, as a teacher, in the form of professional development time to prepare for my classes.

Box Elder School District New Course Application

Present to Board

Note: No subject or course shall be taught, no credit to given for the same, unless it has been recommended for approval by the Curriculum Department and authorized by the Board of Education. New course requests will not be considered without complete information and documentation.

Proposed Course Title

Cyber Forensics
Completer Course

Approved State Core Course

- Yes
 No

Course Description

Cyber forensics is a course that introduces students to the investigative techniques and analytical tools used in the field of digital forensics. Students will explore the principles of ethical hacking and computer forensic investigation, learning how to detect, analyze, and document cyberattacks. The course emphasizes the proper collection, preservation, and presentation of digital evidence for legal proceedings, while also covering auditing practices and proactive security measures to prevent future breaches. Through hands-on labs and real-world scenarios, students will develop critical thinking, problem-solving, and communication skills essential for navigating the complex landscape of cybercrime and cybersecurity.

Prerequisite

Digital Literacy

Submitting School and Department

Bear River High School, CTE

Type of Course (Drop Down Menu)

CTE

How will this course impact the overall school curriculum and resources? (i.e. schedule, teaching loads, class-size, etc.)

The impact to the overall school curriculum and resources should be minimal. I would like to start teaching this course and one additional course (Principles of Cyber Defense and Ethics), both of which would be new courses to Bear River High School (BRHS). My expectation is that these two courses would be sufficient to fill at least two full class periods (maximum of 32 students per class) which could be taught consecutively or concurrently during the school year (ex: 1st Trimester - Principles of Cyber Ethics and Defense, 2nd Trimester - Cyber Forensics; or 2nd Trimester - Principles of Cyber Ethics and Defense, 3rd Trimester - Cyber Forensics; etc.) Several of the explorer courses are already being taught at BRHS, so the addition of these two courses would enable students to finish both the concentrator and completer courses for the Cybersecurity pathway. These courses could also be taken by students who are interested in Cybersecurity but do not necessarily want to pursue the courses provided at Bridgerland Tech. My teaching load would need to be adjusted to support the additional classes. I would suggest that the Business Management classes be taught by another teacher whose focus is on business related classes. While I am considered a CTE-Business teacher, I have a majority of classes that fall under multimedia and two classes that fall under business; however, my professional endorsement is in Cybersecurity.

Will there be an assessed fee for this course? (Fees must be approved by the Board)

No, there will not be an assessed fee for this course at this time.

Is there an end-of-level State test for this course? If so, which one?

Yes, YouScience exam #830, Cyber Forensics

Start-up Budget: Course Materials Required (texts, software, hardware)

None - The course could be taught without any additional course materials with support from organizations like US Cyber Patriot. Material and modules would need to be collected; however, this time is already allocated for me, as a teacher, in the form of professional development time to prepare for my classes.



Career Cluster: Digital Technology

Career Pathway: Cybersecurity

JUNIOR HIGH / MIDDLE SCHOOL		
College and Career Awareness		
Computer Science Investigations	Python 1, Intro	
Creative Coding	Python 2, Intro	
HIGH SCHOOL		
SUPPORTING COURSES: Suggested high school courses that support the Career Pathway (Courses DO NOT count towards the Pathway)		
Law Enforcement *	Secondary Math 2	Secondary Math 3
EXPLORER COURSES: Choose one or more of the following courses.		
Computer Programming 1 *	Data Analytics *	Linux Fundamentals *
Computer Science Principles *	Data Science	Math 1050
Computer Science Principles (AP) *	Exploring Computer Science *	Network Fundamentals *
Cybersecurity Kickstart: Networking (AP)	Information Technology, Intro *	Web Development 1 *
CONCENTRATOR COURSES: To be a concentrator you must pass one of the following courses AND one explorer course.		
Cybersecurity Kickstart: Fundamentals (AP)	Principles of Cyber Defense and Ethics *	
COMPLETER COURSES: To be a completer you must pass a concentrator course and enough courses to equal 3.0 credits in this Pathway.		
Cyber Forensics *		
CTE Internship	Apprenticeship	
POSTSECONDARY: There are many options for education and training beyond high school.		
Utah System of Higher Education: ushe.edu (Utah's public colleges and universities)		UtahMajors.org: Majors Guide

* concurrent enrollment course + recommended explorer course

HIGH SCHOOL TO POSTSECONDARY EDUCATION AND TRAINING			
There are several options for education and training beyond high school, depending on your career goals.			
	Certificate	2-Year Associate Degree	4-Year Bachelor's Degree
	<ul style="list-style-type: none"> > Computer Technician > Cybersecurity Operations > Security Specialist 	<ul style="list-style-type: none"> > Computer Network Support > Cybersecurity Technical Writer > Security Architect > Vulnerability Analysis 	<ul style="list-style-type: none"> > CTE Teacher > Computer and Information Systems Manager > Security App. Programmer > Security Engineer

Career and Technical Education provides all students access to high-quality, rigorous career-focused programs that result in attainment of credentials with labor market value. [Credentials of Value](#)

Utah CTE classes are open to all qualified students without regard to race, color, national origin, sex, disability, or age.

Advice to Students

“Take a wide variety of CTE classes because high school is your time to explore your interests. Taking these classes will help guide you on your future career. Put forth the effort and time it takes to get the certifications because they can be a valuable asset, and it is cheaper and easier to earn them now.”

Alea Maxwell
 Future Cybersecurity Specialist

LEARN MORE ABOUT OCCUPATIONS AND WAGES

Digital Technology

Department of Workforce Services
[Utah Occupational Explorer](#)

FBLA | SkillsUSA | TSA

are the Career and Technical Student Organizations (CTSO) for students in Cybersecurity Career Pathway.

[FBLA-PBL.org](https://fbla-pbl.org) | [SkillsUSA.org](https://skillsusa.org) | [TSAweb.org](https://tsaweb.org)
[Utah-FBLA-PBL.org](https://utah-fbla-pbl.org) | [UtahSkillsUSA.org](https://utahskillsusa.org) | [UtahTSA.org](https://utahtsa.org)

[Utah FBLA flyer](#) | [SkillsUSA Utah flyer](#) | [Utah TSA flyer](#)

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS LEASE REVENUE BONDS, IN ONE OR MORE SERIES, FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; APPROVING FORMS OF AN INDENTURE OF TRUST, A MASTER LEASE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE ISSUANCE OF THE BONDS; PROVIDING FOR THE HOLDING OF A PUBLIC HEARING AND THE PUBLICATION OF A NOTICE OF PUBLIC HEARING; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND A PETITION PERIOD; EXPRESSING THE OFFICIAL INTENT OF THE AUTHORITY REGARDING CERTAIN EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF A TAX-EXEMPT OBLIGATION; AND RELATED MATTERS.

WHEREAS, the Board of Education (the “*Board of Education*”) of Box Elder School District, Utah (the “*District*”) has organized the Municipal Building Authority of Box Elder School District, Utah (the “*Authority*”) solely for the purpose of (a) accomplishing the public purposes for which the Board and the District exist by acquiring, improving or extending any improvements, facilities or properties (whether real or personal) and appurtenances to them which the Board and the District are authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, and (b) financing the costs of such projects on behalf of the Board and the District in accordance with the procedures and subject to the limitations of the Municipal Building Authority Act, Title 17D, Chapter 2 of the Utah Code Annotated 1953, as amended (the “*Act*”);

WHEREAS, pursuant to the provisions of the Act, the Authority has authority to accomplish the public purposes for which the Board and the District exist by acquiring, improving or extending any improvements, facilities or properties and appurtenances to them which the Board and the District are authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, and financing the costs of such projects on behalf of the Board and the District in accordance with the procedures and subject to the limitations of the Act;

WHEREAS, the Authority desires to issue not more than \$140,000,000 lease revenue bonds of the Authority, which may be issued in one or more series (the “*Bonds*”), pursuant to an Indenture of Trust (the “*Indenture*”), for the purpose of (a) financing certain costs of the acquisition, construction and improvement of (i) the remodeling of and additions to Box Elder High School, (ii) the remodeling of and additions to Bear River High School and (iii) a new elementary school currently anticipated to be located in west Tremonton (collectively, the “*Project*”), (b) providing reserves, if necessary, (c) if desired, providing capitalized interest to pay the portion of the interest accruing on the Bonds during the acquisition, construction and improvement of the Project and (d) paying costs relating to the issuance and sale of the Bonds;

WHEREAS, in connection with the issuance of the Bonds, the Authority will enter into the Indenture and a Master Lease Agreement (the “*Lease*”);

WHEREAS, the Authority desires to approve the forms of the Indenture and the Lease;

WHEREAS, Section 11-14-316 of the Utah Code provides for the publication of a Notice of Bonds to be Issued (the “*Notice of Bonds*”), and the Board of Trustees desires to publish the Notice of Bonds at this time so as to initiate a thirty-day period during which any party in interest may contest the issuance of the Bonds;

Whereas, Section 17D-2-502 of the Act provides for public notice of the intent of the Authority to issue bonds to initiate a period during which not fewer than twenty percent (20%) of the registered voters in the District may petition, within a thirty-day period beginning on date of publication of such notice, for the submission of the question of whether to issue the Bonds to the voters of the District for their approval or rejection;

WHEREAS, Section 11-14-318 of the Utah Code requires that a public hearing be held to receive input from the public with respect to the issuance of the Bonds and the potential economic impact that the Project will have on the private sector and that notice of such public hearing be given and, in satisfaction of such requirement, the Authority desires to publish a Notice of Public Hearing (the “*318 Notice*”) pursuant hereto;

WHEREAS, Section 11-14-103 of the Utah Code requires that a separate public hearing be held to provide members of the public desiring to be heard an opportunity to present testimony on the proposed issuance of the Bonds, and, in satisfaction of such requirement, the Authority desires to publish a Notice of Intent to Issue Lease Revenue Bonds and Public Hearing (the “*316 Notice*”) pursuant hereto; and

WHEREAS, the Authority desires to provide for the holding of two separate public hearings, as required by law;

NOW, THEREFORE, it is hereby resolved by the Board of Trustees of the Municipal Building Authority of Box Elder School District, Utah, as follows:

Section 1. Terms defined in the recitals hereto shall have the same meanings when used herein.

Section 2. The Board of Trustees hereby finds and determines that it is in the best interests of the Board of Education that the Authority issue not more than \$140,000,000 in an aggregate principal amount of its lease revenue bonds, to bear interest at an interest rate or rates of not more than 6.00% per annum (exclusive of any default rate or rate increase due to interest on the Bonds becoming taxable), to mature in not more than 26 years from their date or dates, to be sold at an aggregate discount from par, expressed as a percentage of principal amount, of not to exceed 2.00%, and with no deposit required in connection with the sale thereof, for the purpose of (a) financing certain costs of acquiring, constructing and improving the Project, (b) providing reserves, if necessary, (c) if desired, providing capitalized interest to pay the portion of the interest

accruing on the Bonds during the acquisition, construction and improvement of the Project, and (d) paying expenses to be incurred in connection with the issuance and sale of the Bonds, all pursuant to (i) this Resolution, (ii) a final resolution to be adopted by the Board of Trustee upon the sale of the Bonds (the "*Final Bond Resolution*"), in substantially the form attached hereto as *Exhibit A*, (iii) the Indenture, in substantially the form attached hereto as *Exhibit B* and (iv) the Lease, in substantially the form attached hereto as *Exhibit C*. The Authority hereby declares its intention to issue the Bonds according to the provisions of this Resolution, the Final Bond Resolution, the Indenture and the Lease. The security pledged for repayment of the Bonds shall consist of, among other things, the various rental payments made by the Board of Education pursuant to the Lease.

Section 3. The Board of Trustees hereby authorizes and approves the issuance and sale of the Bonds pursuant to the provisions of this Resolution, the Final Bond Resolution, the Indenture and the Lease, with such changes, supplements or amendments thereto as shall be approved by the Board of Trustees upon the adoption of the Final Bond Resolution, provided that the principal amount, interest rate or rates, maturities and discount shall not exceed the maximums set forth in Section 2 hereof.

Section 4. The Board of Trustees hereby authorizes and approves the execution and delivery of the Indenture and the Lease in substantially the forms set forth in *Exhibits B* and *C*, respectively, attached hereto, and the Board of Trustees hereby authorizes and approves the use and distribution of such documents in connection with the offering for sale of the Bonds.

Section 5. In accordance with the requirements of Section 11-14-316 of the Utah Code, the Secretary shall cause the Notice of Bonds, in substantially the form attached hereto as *Exhibit E*, to be published as a class A notice under Section 63G-30-102 of the Utah Code and as required in Section 45-1-101, which may require publication one time in in the *Box Elder News Journal*, a newspaper having general circulation in Box Elder County, Utah and in which notices relative the Authority are customarily published, and shall cause a copy of this Resolution, together with all exhibits hereto, to be kept on file in the his office for public examination during the regular business hours of the Authority until at least thirty days from and after the date of the publication thereof.

For a period of thirty days from and after the publication of the Notice of Bonds any person in interest shall have the right to contest the legality of this Resolution (including the Final Bond Resolution, the Lease, and the Indenture attached hereto and the transactions contemplated thereby) or the Bonds hereby authorized or the Final Bond Resolution, the Lease, the Indenture or any provisions made for the security and payment of the Bonds or for the security and payment of the Lease, including but not limited to the Indenture. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution, the Bonds, the Final Bond Resolution, the Lease, or the Indenture, for any cause whatsoever. The Board of Trustees hereby authorizes, approves and ratifies all actions heretofore taken by the Secretary of the Authority and other officers of the Authority to arrange for the publication of the Notice of Bonds.

Pursuant to Section 17D-2-502(2) of the Act, if within thirty days of the publication of such notice, a written petition requesting an election and signed by at least 20% of the registered voters

in the District is filed with the Board of Trustees, the Board of Trustees shall submit the question of whether or not to issue the Bonds to the voters for their approval. If such bond election is held and a majority of the qualified electors of the District voting thereon approve the issuance of the Bonds, then the Authority shall thereupon be authorized to issue the Bonds in accordance with and pursuant to applicable Utah law. If no petition is filed within the 30-day period, or if the number of signatures filed within the 30-day period is less than the required number, the Authority may proceed to issue the Bonds in accordance with applicable provisions of law.

Section 6. In satisfaction of the requirements of Section 11-14-318 of the Utah Code, a public hearing shall be held by the Board of Trustees on Wednesday, February 11, 2025, during the Board of Trustees meeting which begins at 6:00 p.m., which will be held at the regular meeting place of the Board of Trustees, 960 South Main Street, in Brigham City, Utah, to receive input from the public with respect to the issuance by the Authority of the Bonds and the potential economic impact that the Project will have on the private sector.

Section 7. In accordance with the requirements of Section 11-14-318, the Secretary shall publish the 318 Notice of the public hearing, in substantially the form attached hereto as *Exhibit D*, for no less than 14 days before the day of the public hearing as a class A notice under Section 63G-30-102 of the Utah Code, by posting the 318 Notice (a) on the Utah Public Notice Website, created in Section 63A-16-601 of the Utah Code, (b) on the District’s website and (c) in a public location within the District that is reasonably likely to be seen by the residents of the District.

Section 8. In satisfaction of the requirements of Section 11-14-103(6) of the Utah Code, a public hearing shall be held by the Board of Trustees on Wednesday, February 11, 2025, during the Board of Trustees meeting which begins at 6:00 p.m., which will be held at the regular meeting place of the Board of Trustees, 960 South Main Street, in Brigham City, Utah, to provide members of the public desiring to be heard an opportunity to present testimony on the proposed issuance of the Bonds.

Section 9. In accordance with the requirements of Section 11-14-103(6)(e), the Secretary shall cause the 316 Notice, in substantially the form attached hereto as *Exhibit F*, to be (a) published in the *Box Elder News Journal*, a newspaper having general circulation in Box Elder County, Utah and in which notices relative the Authority are customarily published, once a week for two consecutive weeks, with the first publication being at least fourteen days prior to the date set for the public hearing, (b) electronically in accordance with Section 45-1-101 and (c) as a class A notice under Section 63G-30-102 of the Utah Code, by posting the Notice (i) on the Utah Public Notice Website, created in Section 63A-16-601 of the Utah Code, (ii) on the District’s website and (iii) in a public location within the District that is reasonably likely to be seen by the residents of the District, for the publications described in (b) and (c), at least 14 days immediately before the public hearing.

Section 10. The Authority hereby confirms and ratifies that:

(a) expenditures for the Project (other than certain “preliminary expenditures” such as architectural, engineering, surveying, soil testing and similar costs) (i) have been paid by the Board of Education, the District or the Authority within sixty days prior to the

adoption of this Resolution or (ii) will be paid by the Board of Education, the District or the Authority following the adoption of this Resolution and prior to the issuance of the Bonds (the “*Expenditures*”);

(b) the Expenditures have been or will be paid from the District’s Capital Projects Fund or the Authority’s Capital Projects Fund, or such other fund that is established by the Authority for the payment of capital expenditure relating to the Project; and

(c) the Authority reasonably expects that the Expenditures will be reimbursed from the proceeds of the Bonds.

Section 11. The Authority hereby acknowledges receipt of the filing of a resolution of the Board of Education constituting the direction of the Board of Education to the Authority to issue the Bonds pursuant to the Indenture and containing the estimate of costs to be incurred for the purposes for which the Bonds are to be issued as provided in the Indenture.

Section 12. It is hereby declared that all parts of this Resolution are severable, and if any section, paragraph, clause, or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause, or provision shall not affect the remaining sections, paragraphs, clauses, or provisions of this Resolution.

Section 13. All resolutions, regulations, agreements, and orders, or parts hereof, in conflict with any of the provisions of this Resolution are, to the extent of such conflict, hereby repealed and rescinded.

Section 14. All proceedings, resolutions, and actions of the Board of Education, the Authority and their respective officers and agents taken in connection with the sale and issuance of the Bonds are hereby ratified, confirmed, and approved.

Section 15. This Resolution shall take effect immediately upon its adoption.

{Signature page follows.}

ADOPTED AND APPROVED this 10th day of December, 2026.

MUNICIPAL BUILDING AUTHORITY OF BOX
ELDER SCHOOL DISTRICT, UTAH

By _____
President

ATTEST:

By _____
Secretary

[SEAL]

EXHIBIT A

[ATTACH FORM OF FINAL BOND RESOLUTION]

EXHIBIT B

[ATTACH FORM OF INDENTURE OF TRUST]

EXHIBIT C

[ATTACH FORM OF MASTER LEASE AGREEMENT]

EXHIBIT D

**MUNICIPAL BUILDING AUTHORITY OF BOX ELDER SCHOOL DISTRICT, UTAH
NOTICE OF PUBLIC HEARING AND INTENT TO ISSUE
LEASE REVENUE BONDS**

NOTICE IS HEREBY GIVEN pursuant to the provisions of Section 11-14-318, Utah Code Annotated 1953, as amended, that on December 10, 2025, the Board of Trustees (the “*Board*”) of the Municipal Building Authority of Box Elder School District, Utah (the “*Authority*”), adopted a resolution (the “*Resolution*”) calling a public hearing to receive input from the public with respect to the issuance of the Authority’s lease revenue bonds (the “*Bonds*”) in the aggregate principal amount of not to exceed \$140,000,000 to finance the below defined Project and the potential economic impact that the Project will have on the private sector.

Pursuant to the Resolution, the Bonds are to be issued for the purpose of raising money for (a) financing certain costs of the acquisition, construction and improvement of (i) the remodeling of and additions to Box Elder High School, (ii) the remodeling of and additions to Bear River High School and (iii) a new elementary school currently anticipated to be located in west Tremonton (collectively, the “*Project*”), (b) providing reserves, if necessary, (c) paying capitalized interest, if desired, and (d) paying expenses incurred in connection with the issuance and sale of the Bonds.

The Authority proposes to pledge to the payment of the Bonds various rental payments made to the Authority by the Board of Education of Box Elder School District, Utah, pursuant to a Master Lease Agreement relating to the Project. No taxes will be pledged to the repayment of the Bonds.

NOTICE IS FURTHER GIVEN that the Authority will hold a public hearing during its Board of Trustees meeting which begins at approximately 6:00 p.m. on February 11, 2025. The public hearing will be held at the regular meeting place of the Board of Trustees, 960 South Main Street, in Brigham City, Utah. All members of the public are invited to participate in the public hearing. Written comments may be submitted to the Authority, to the attention of the Secretary, prior to the public hearing. The purpose of the hearing is to receive input from the public with respect to the issuance of the Bonds and the potential economic impact that the Project will have on the private sector.

DATED this 10th day of December, 2025.

MUNICIPAL BUILDING AUTHORITY OF BOX
ELDER SCHOOL DISTRICT, UTAH

By _____
Secretary

EXHIBIT E

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Sections 11-14-316 and 17D-2-502 Utah Code Annotated 1953, as amended, that on December 10, 2025, the Board of Trustees (the “Board”) of the Municipal Building Authority of Box Elder School District, Utah (the “Authority”), adopted a resolution (the “Resolution”) authorizing the issuance of the Authority’s lease revenue bonds (the “Bonds”) in the aggregate principal amount of not to exceed \$140,000,000, to bear interest at a rate or rates of not to exceed 6.00% per annum (exclusive of any default rate or rate increase due to interest on the Bonds becoming taxable), to mature in not more than 26 years from their date or dates and to be sold at a discount from par, expressed as a percentage of principal amount, of not to exceed 2.00%. The purchaser will not be required to make a good faith deposit in connection with its agreement to purchase the Bonds.

Pursuant to the Resolution, the Bonds are to be issued for the purpose of raising money for (a) financing certain costs of the acquisition, construction and improvement of (i) the remodeling of and additions to Box Elder High School, (ii) the remodeling of and additions to Bear River High School and (iii) a new elementary school currently anticipated to be located in west Tremonton (collectively, the “Project”), (b) providing reserves, if necessary, (c) paying capitalized interest, if desired, and (d) paying expenses incurred in connection with the issuance and sale of the Bonds.

The Bonds are to be issued and sold by the Authority pursuant to the Resolution, including as attachments to such Resolution forms of a final bond resolution, an Indenture of Trust and a Master Lease Agreement, (collectively, the “Operative Documents”). Said Operative Documents are to be executed and delivered by the Authority in such form and with such changes as shall be approved by appropriate representatives of the Authority; provided that the principal amount, interest rate or rates, maturity and discount of the Bonds will not exceed the maximums set forth above.

The Authority proposes to pledge to the payment of the Bonds various rental payments made to the Authority by the Board of Education of Box Elder School District, Utah (the “Board”), pursuant to the Operative Documents. The Authority currently has \$215,000 of lease revenue bonds outstanding that are payable from various rental payments made to the Authority by the Board. More detailed information relating to the Authority’s outstanding bonds can be obtained by contacting the Secretary of the Authority at 960 South Main Street, in Brigham City, Utah.

Assuming a final maturity for the Bonds of approximately 25 years from the proposed date of issuance of such Bonds and that the Bonds are issued in an aggregate principal amount of \$140,000,000 and are held until maturity, based on the Authority’s currently expected financing structure and interest rates in effect around the time of publication of this notice, the estimated total cost to the Authority of the proposed Bonds is \$230,067,732.

Copies of the Resolution and the forms of the Operative Documents, and certain other documents pertaining to the issuance and sale of the Bonds are on file in the office of the Authority, which is the office of the Secretary of the Authority at 960 South Main Street, Brigham City, Utah

where they may be examined during regular business hours of the Authority from 8:00 a.m. to 5:00 p.m., Monday through Friday of each week (except holidays). Such documents shall be available for inspection from and after the date of the publication of this notice until at least thirty days thereafter.

NOTICE IS FURTHER GIVEN that for a period of thirty days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the Resolution or the Bonds, or any provision made for the security and payments of such Bonds and after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

NOTICE IS FURTHER GIVEN that pursuant to Section 17D-2-502, Utah Code Annotated 1953, as amended, if within thirty calendar days of the publication of this notice, a written petition requesting an election and signed by at least twenty percent of the registered voters of Box Elder School District is filed with the Board, then the Board shall submit the question of whether or not to issue the Bonds to the voters of Box Elder School District for their approval or rejection.

DATED this 10th day of December, 2026.

MUNICIPAL BUILDING AUTHORITY OF BOX
ELDER SCHOOL DISTRICT, UTAH

By _____
Secretary

EXHIBIT F

MUNICIPAL BUILDING AUTHORITY OF BOX ELDER SCHOOL DISTRICT, UTAH NOTICE OF INTENT TO ISSUE LEASE REVENUE BONDS AND PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN that on December 10, 2025, the Board of Trustees (the “*Board of Trustees*”) of the Municipal Building Authority of Box Elder School District, Utah (the “*Authority*”), adopted a resolution (the “*Resolution*”) expressing its intent to issue up to \$140,000,000 of lease revenue bonds (the “*Bonds*”) and calling a public hearing to provide members of the public desiring to be heard an opportunity to present testimony on the proposed issuance of the Bonds, pursuant to the Local Building Authority Act, Title 17D, Chapter 2 (the “*Act*”) and the Local Government Bonding Act, Title 11, Chapter 14, each of the Utah Code Annotated 1953, as amended (the “*Code*”).

The Authority intends to issue the Bonds for the purpose of (1) financing certain costs of the acquisition, construction and improvement of (a) the remodeling of and additions to Box Elder High School, (b) the remodeling of and additions to Bear River High School and (c) a new elementary school currently anticipated to be located in west Tremonton (collectively, the “*Project*”), (2) providing reserves, if necessary, (3) if desired, providing capitalized interest to pay all or a portion of the interest accruing on the Bonds during the acquisition, construction and improvement of the Project and (4) paying the costs incurred in connection with the issuance and sale of the Bonds.

The Authority intends to issue the Bonds in an aggregate principal amount not exceeding One Hundred Forty Million Dollars (\$140,000,000), which will mature in not more than 26 years from their date or dates. Under current market conditions and with the Authority’s current plan of finance, the Authority currently expects that average annual amount the Authority will pay in principal and interest on the Bonds is approximately \$9,202,000 and the maximum annual amount the Authority will pay in principal and interest on the Bonds is approximately \$9,205,381.

Pursuant to the Act, the Authority proposes to pledge to the payment of the Bonds various rental payments made to the Authority by the Board of Education of Weber School District, Utah (the “*Board*”), pursuant to a Master Lease Agreement, between the Authority and the Board. Under current market conditions and with the Authority’s current plan of finance, the Authority currently expects that average annual amount the Board will pay in lease payments is approximately \$9,207,000 and the maximum annual amount the Board will pay in lease payments is approximately \$9,210,381.

The Authority will hold a public hearing during its Board of Trustees meeting which begins at approximately 6:00 p.m. on February 11, 2025. The public hearing will be held at the regular meeting place of the Board of Trustees, 960 South Main Street, in Brigham City, Utah. All members of the public are invited to participate in the public hearing. Written comments may be submitted to the Authority, to the attention of the Secretary, prior to the public hearing. The purpose of the hearing is to provide members of the public desiring to be heard an opportunity to present testimony on the proposed issuance of the Bonds.

The Authority currently anticipates taking action on the proposal to issue the Bonds following the public hearing at the Board of Trustees meeting which begins at approximately 6:00 p.m. on February 11, 2025, which meeting will be held at the regular meeting place of the Board of Trustees, 960 South Main Street, in Brigham City, Utah.

REQUIRED STATEMENT

The proposed Bonds will be secured by lease payments made by the Board. The lease payments are subject to annual appropriations by the Board and, once appropriated, may commit money from future property tax and income tax revenue allocated to the Board. (The Authority itself has no taxing authority and receives no tax revenues.) A lease revenue bond issued by the Authority generally has a higher interest cost than a voter-approved general obligation bond issued by the Board.

DATED this 10th day of December, 2025.

LOCAL BUILDING AUTHORITY OF BOX ELDER
SCHOOL DISTRICT, UTAH

By _____
Secretary

A RESOLUTION DIRECTING THE BOARD OF TRUSTEES OF THE MUNICIPAL BUILDING AUTHORITY OF BOX ELDER SCHOOL DISTRICT, UTAH TO UNDERTAKE A CERTAIN PROJECT THROUGH THE ISSUANCE AND SALE BY THE AUTHORITY OF ONE OR MORE SERIES OF ITS LEASE REVENUE BONDS AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Board of Education (the “*Board of Education*”) of Box Elder School District, Utah (the “*District*”) has organized the Municipal Building Authority of Box Elder School District, Utah (the “*Authority*”) solely for the purpose of (a) accomplishing the public purposes for which the Board and the District exist by acquiring, improving or extending any improvements, facilities or properties (whether real or personal) and appurtenances to them which the Board and the District are authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, and (b) financing the costs of such projects on behalf of the Board and the District in accordance with the procedures and subject to the limitations of the Municipal Building Authority Act, Title 17D, Chapter 2 of the Utah Code Annotated 1953, as amended (the “*Act*”);

WHEREAS, pursuant to the provisions of the Act, the Authority has authority to accomplish the public purposes for which the Board and the District exist by acquiring, improving or extending any improvements, facilities or properties and appurtenances to them which the Board and the District are authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, and financing the costs of such projects on behalf of the Board and the District in accordance with the procedures and subject to the limitations of the Act;

WHEREAS, the Board of Education desires that the Authority, on behalf of the Board of Education, undertake the acquisition, construction and improvement of (a) the remodeling of and additions to Box Elder High School, (b) the remodeling of and additions to Bear River High School and (c) a new elementary school currently anticipated to be located in west Tremonton (collectively, the “*Project*”);

WHEREAS, the Board of Education desires to lease from the Authority the Project pursuant to a Master Lease Agreement, between the Authority and the Board of Education (the “*Lease*”);

WHEREAS, pursuant to the Act, and Section 16-6a-302, Utah Code Annotated 1953, as amended, the Authority has authority to finance the Project for lease to the Board of Education and the Board of Education desires that the Authority issue not more than \$[Maximum Principal Amount] lease revenue bonds of the Authority, which may be issued in one or more series (the “*Bonds*”), pursuant to an Indenture of Trust (the “*Indenture*”), between the Authority and the trustee named therein, for the purpose of (a) financing certain costs of acquiring, constructing and improving the Project, (b) providing reserves, if necessary, (c) if desired, providing capitalized interest to pay the portion of the interest accruing on the Bonds during the acquisition, construction and improvement of the Project and (d) paying costs relating to the issuance and sale of the Bonds;

WHEREAS, the Board of Education has determined that it is in the best interests of the Authority and the Board of Education to lease the Project from the Authority in consideration of certain rentals to be paid (subject to annual appropriation) as provided in the Lease; and

WHEREAS, the Authority has estimated to the Board of Education that the cost of the Project to be financed will be approximately \$140,000,000, which, together with costs of issuance relating to the Bonds and capitalized interest, is to be financed from the proceeds of sale of the Bonds and the moneys of the Board of Education; and

NOW, THEREFORE, it is hereby resolved by the Board of Education of Box Elder School District, Utah, as follows:

Section 1. Terms defined in the recitals hereto shall have the same meanings when used herein.

Section 2. The Board of Education hereby directs the Authority to undertake the acquisition and construction of the Project for lease to the Board of Education and approves the issuance and sale by the Authority of the Bonds pursuant to one or more resolutions to be hereafter considered by the Board of Education, provided that the Bonds (a) shall have terms acceptable to the Board of Education and (b) shall not constitute an indebtedness of the Board of Education, the Authority, the State of Utah (the “*State*”) or any political subdivision of such State within the meaning of any State constitutional provision or limitation nor give rise to or be a general obligation or liability of nor a charge against the general credit or taxing powers of the Board of Education, the State or any political subdivision of the State. A copy of this Resolution shall be filed with the Authority to constitute the direction to the Authority to proceed with the issuance of the Bonds under the Indenture, which filing shall evidence the Authority’s estimate of the amount of costs to be incurred for the purposes for which the Bonds are to be issued as provided in the Indenture.

Section 3. All resolutions, regulations, agreements, and orders, or parts hereof, in conflict with any of the provisions of this Resolution are, to the extent of such conflict, hereby repealed and rescinded.

Section 4. All proceedings, resolutions, and actions of the Board of Education, the Authority and their respective officers and agents taken in connection with the sale and issuance of the Bonds are hereby ratified, confirmed, and approved.

Section 5. This Resolution shall take effect immediately upon its adoption.

(Signature page follows.)

ADOPTED AND APPROVED this 10th day of December, 2026.

BOARD OF EDUCATION OF BOX ELDER SCHOOL
DISTRICT, UTAH

By _____
President, Board of Education

[SEAL]

ATTEST AND COUNTERSIGN:

By _____
Business Administrator

Municipal Building Authority of Box Elder County School District, Utah

\$134,025,000 Lease Revenue Bonds

Series April 7, 2026

(\$140 Million Project Proceeds - \$9.2 Million Annual DS)

Table of Contents

Report

Debt Service Schedule	1
Pricing Summary	2
Sources & Uses	3



Municipal Building Authority of Box Elder County School District, Utah

\$134,025,000 Lease Revenue Bonds

Series April 7, 2026

(\$140 Million Project Proceeds - \$9.2 Million Annual DS)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+	Fiscal Total
04/07/2026	-	-	-	-	-
11/15/2026	-	-	3,819,166.98	3,819,166.98	-
05/15/2027	2,230,000.00	5.000%	3,153,440.63	5,383,440.63	9,202,607.61
11/15/2027	-	-	3,097,690.63	3,097,690.63	-
05/15/2028	3,010,000.00	5.000%	3,097,690.63	6,107,690.63	9,205,381.26
11/15/2028	-	-	3,022,440.63	3,022,440.63	-
05/15/2029	3,160,000.00	5.000%	3,022,440.63	6,182,440.63	9,204,881.26
11/15/2029	-	-	2,943,440.63	2,943,440.63	-
05/15/2030	3,315,000.00	5.000%	2,943,440.63	6,258,440.63	9,201,881.26
11/15/2030	-	-	2,860,565.63	2,860,565.63	-
05/15/2031	3,480,000.00	5.000%	2,860,565.63	6,340,565.63	9,201,131.26
11/15/2031	-	-	2,773,565.63	2,773,565.63	-
05/15/2032	3,655,000.00	5.000%	2,773,565.63	6,428,565.63	9,202,131.26
11/15/2032	-	-	2,682,190.63	2,682,190.63	-
05/15/2033	3,840,000.00	5.000%	2,682,190.63	6,522,190.63	9,204,381.26
11/15/2033	-	-	2,586,190.63	2,586,190.63	-
05/15/2034	4,030,000.00	5.000%	2,586,190.63	6,616,190.63	9,202,381.26
11/15/2034	-	-	2,485,440.63	2,485,440.63	-
05/15/2035	4,230,000.00	5.000%	2,485,440.63	6,715,440.63	9,200,881.26
11/15/2035	-	-	2,379,690.63	2,379,690.63	-
05/15/2036	4,445,000.00	5.000%	2,379,690.63	6,824,690.63	9,204,381.26
11/15/2036	-	-	2,268,565.63	2,268,565.63	-
05/15/2037	4,665,000.00	5.000%	2,268,565.63	6,933,565.63	9,202,131.26
11/15/2037	-	-	2,151,940.63	2,151,940.63	-
05/15/2038	4,900,000.00	5.000%	2,151,940.63	7,051,940.63	9,203,881.26
11/15/2038	-	-	2,029,440.63	2,029,440.63	-
05/15/2039	5,145,000.00	5.000%	2,029,440.63	7,174,440.63	9,203,881.26
11/15/2039	-	-	1,900,815.63	1,900,815.63	-
05/15/2040	5,400,000.00	5.000%	1,900,815.63	7,300,815.63	9,201,631.26
11/15/2040	-	-	1,765,815.63	1,765,815.63	-
05/15/2041	5,670,000.00	5.000%	1,765,815.63	7,435,815.63	9,201,631.26
11/15/2041	-	-	1,624,065.63	1,624,065.63	-
05/15/2042	5,955,000.00	5.000%	1,624,065.63	7,579,065.63	9,203,131.26
11/15/2042	-	-	1,475,190.63	1,475,190.63	-
05/15/2043	6,250,000.00	4.000%	1,475,190.63	7,725,190.63	9,200,381.26
11/15/2043	-	-	1,350,190.63	1,350,190.63	-
05/15/2044	6,505,000.00	4.125%	1,350,190.63	7,855,190.63	9,205,381.26
11/15/2044	-	-	1,216,025.00	1,216,025.00	-
05/15/2045	6,770,000.00	4.250%	1,216,025.00	7,986,025.00	9,202,050.00
11/15/2045	-	-	1,072,162.50	1,072,162.50	-
05/15/2046	7,060,000.00	4.375%	1,072,162.50	8,132,162.50	9,204,325.00
11/15/2046	-	-	917,725.00	917,725.00	-
05/15/2047	7,365,000.00	4.500%	917,725.00	8,282,725.00	9,200,450.00
11/15/2047	-	-	752,012.50	752,012.50	-
05/15/2048	7,700,000.00	4.500%	752,012.50	8,452,012.50	9,204,025.00
11/15/2048	-	-	578,762.50	578,762.50	-
05/15/2049	8,045,000.00	4.500%	578,762.50	8,623,762.50	9,202,525.00
11/15/2049	-	-	397,750.00	397,750.00	-
05/15/2050	8,405,000.00	4.625%	397,750.00	8,802,750.00	9,200,500.00
11/15/2050	-	-	203,384.38	203,384.38	-
05/15/2051	8,795,000.00	4.625%	203,384.38	8,998,384.38	9,201,768.76
Total	\$134,025,000.00	-	\$96,042,732.79	\$230,067,732.79	-

Yield Statistics

Bond Year Dollars	\$2,082,902.08
Average Life	15.541 Years
Average Coupon	4.6110057%
Net Interest Cost (NIC)	4.3048794%
True Interest Cost (TIC)	4.1876547%
Bond Yield for Arbitrage Purposes	4.1014928%
All Inclusive Cost (AIC)	4.2145137%

IRS Form 8038

Net Interest Cost	4.1458860%
Weighted Average Maturity	15.217 Years

\$140M \$9.2M Ann 26 MBA Mk | SINGLE PURPOSE | 12/2/2025 | 9:54 AM



Municipal Building Authority of Box Elder County School District, Utah

\$134,025,000 Lease Revenue Bonds

Series April 7, 2026

(\$140 Million Project Proceeds - \$9.2 Million Annual DS)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
05/15/2027	Serial Coupon	5.000%	2.750%	2,230,000.00	102.430%	-	-	-	2,284,189.00
05/15/2028	Serial Coupon	5.000%	2.690%	3,010,000.00	104.695%	-	-	-	3,151,319.50
05/15/2029	Serial Coupon	5.000%	2.690%	3,160,000.00	106.835%	-	-	-	3,375,986.00
05/15/2030	Serial Coupon	5.000%	2.720%	3,315,000.00	108.797%	-	-	-	3,606,620.55
05/15/2031	Serial Coupon	5.000%	2.760%	3,480,000.00	110.596%	-	-	-	3,848,740.80
05/15/2032	Serial Coupon	5.000%	2.810%	3,655,000.00	112.205%	-	-	-	4,101,092.75
05/15/2033	Serial Coupon	5.000%	2.890%	3,840,000.00	113.463%	-	-	-	4,356,979.20
05/15/2034	Serial Coupon	5.000%	2.930%	4,030,000.00	114.835%	-	-	-	4,627,850.50
05/15/2035	Serial Coupon	5.000%	3.000%	4,230,000.00	115.829%	-	-	-	4,899,566.70
05/15/2036	Serial Coupon	5.000%	3.150%	4,445,000.00	115.902%	-	-	-	5,151,843.90
05/15/2037	Serial Coupon	5.000%	3.260%	4,665,000.00	114.875%	c 3.382%	05/15/2036	100.000%	5,358,918.75
05/15/2038	Serial Coupon	5.000%	3.370%	4,900,000.00	113.859%	c 3.579%	05/15/2036	100.000%	5,579,091.00
05/15/2039	Serial Coupon	5.000%	3.500%	5,145,000.00	112.671%	c 3.766%	05/15/2036	100.000%	5,796,922.95
05/15/2040	Serial Coupon	5.000%	3.610%	5,400,000.00	111.678%	c 3.914%	05/15/2036	100.000%	6,030,612.00
05/15/2041	Serial Coupon	5.000%	3.800%	5,670,000.00	109.988%	c 4.106%	05/15/2036	100.000%	6,236,319.60
05/15/2042	Serial Coupon	5.000%	3.940%	5,955,000.00	108.762%	c 4.243%	05/15/2036	100.000%	6,476,777.10
05/15/2043	Serial Coupon	4.000%	4.070%	6,250,000.00	99.140%	-	-	-	6,196,250.00
05/15/2044	Serial Coupon	4.125%	4.240%	6,505,000.00	98.553%	-	-	-	6,410,872.65
05/15/2045	Serial Coupon	4.250%	4.360%	6,770,000.00	98.579%	-	-	-	6,673,798.30
05/15/2046	Serial Coupon	4.375%	4.440%	7,060,000.00	99.137%	-	-	-	6,999,072.20
05/15/2047	Serial Coupon	4.500%	4.510%	7,365,000.00	99.860%	-	-	-	7,354,689.00
05/15/2048	Serial Coupon	4.500%	4.560%	7,700,000.00	99.165%	-	-	-	7,635,705.00
05/15/2049	Serial Coupon	4.500%	4.610%	8,045,000.00	98.442%	-	-	-	7,919,658.90
05/15/2050	Serial Coupon	4.625%	4.690%	8,405,000.00	99.062%	-	-	-	8,326,161.10
05/15/2051	Serial Coupon	4.625%	4.720%	8,795,000.00	98.606%	-	-	-	8,672,397.70
Total	-	-	-	\$134,025,000.00	-	-	-	-	\$141,071,435.15

Bid Information

Par Amount of Bonds	\$134,025,000.00
Reoffering Premium or (Discount)	7,046,435.15
Gross Production	\$141,071,435.15
Total Underwriter's Discount (0.500%)	\$(670,125.00)
Bid (104.758%)	140,401,310.15
Total Purchase Price	\$140,401,310.15
Bond Year Dollars	\$2,082,902.08
Average Life	15.541 Years
Average Coupon	4.6110057%
Net Interest Cost (NIC)	4.3048794%
True Interest Cost (TIC)	4.1876547%

\$140M \$9.2M Ann 26 MBA Mk | SINGLE PURPOSE | 12/2/2025 | 9:54 AM



Municipal Building Authority of Box Elder County School District, Utah

\$134,025,000 Lease Revenue Bonds

Series April 7, 2026

(\$140 Million Project Proceeds - \$9.2 Million Annual DS)

Sources & Uses

Dated 04/07/2026 | Delivered 04/07/2026

Sources Of Funds

Par Amount of Bonds	\$134,025,000.00
Reoffering Premium	7,046,435.15
Total Sources	\$141,071,435.15

Uses Of Funds

Deposit to Project Construction Fund	140,000,000.00
Total Underwriter's Discount (0.500%)	670,125.00
Costs of Issuance	400,000.00
Rounding Amount	1,310.15
Total Uses	\$141,071,435.15



Loading & Unloading



1. School Buses (The Largest Group)

This is the largest public transit fleet in the country and nearly all of them are active during the morning school window. [🔗](#)

- **Total US Fleet:** There are over **480,000 yellow school buses** nationwide. [🔗](#)
- **Morning Operations:** Nearly all routes are completed between 6:00 a.m. and 9:00 a.m. to get **26 million students** to school.
- **Estimate:** It is highly likely that **300,000 to 450,000** of these buses are actively on the road, loading, unloading, and driving during that two-hour window.



The Estimated Number of Illegal Passes

In a single school day across the United States, the total number of vehicles illegally passing stopped school buses is estimated to be over 200,000 violations. 

To break this down for the specific 7:00 a.m. to 9:00 a.m. (Morning Commute) window:

What's your defense?

School Buses = Kids



Amber Lights

SLOW DOWN

prepare to stop



Red Lights

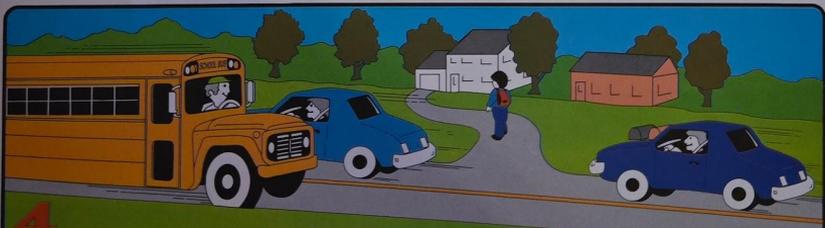
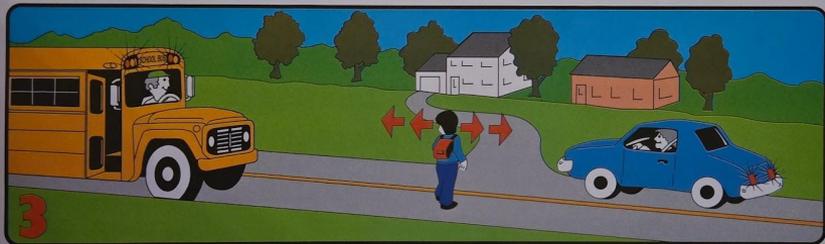
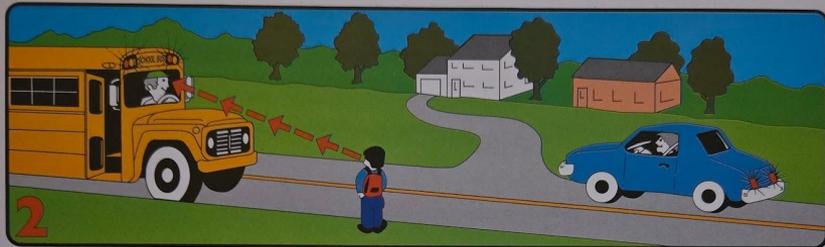
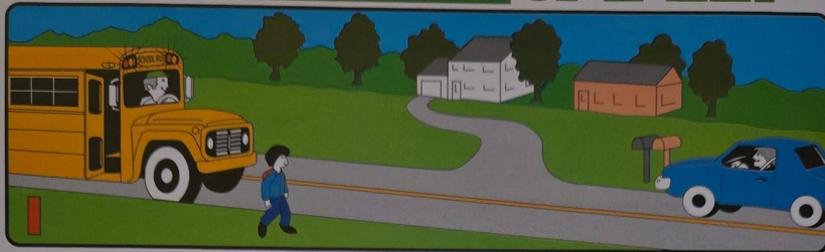
STOP

when bus is in front
or oncoming



TranBicy

HOW TO CROSS SAFELY



Critical Safety Procedures Checklist

1. The Approach (Warning Motorists)

- **Activate Amber Warning Lights:** Turn on your amber (yellow) pre-warning lights approximately 200 feet (about 5-7 seconds) before the stop (the exact distance may be determined by state or district policy). This is the first signal to traffic that you are preparing to stop.

2. Securing the Bus (Mandatory Steps)

- **Brake and Gear:** Once stopped, place the transmission in **Neutral** and **set the Parking Brake**. This secures the vehicle and ensures it cannot move accidentally.
- **Activate Safety System:** Activate your **Red Flashing Lights** and extend the **Stop-Arm**. This legally obligates all surrounding traffic to stop.
- **Check Traffic:** Before opening the door, perform a full and thorough check of all mirrors (cross-view, left, right) to confirm that **all traffic has stopped** in both directions. Never open the door if a vehicle is visibly approaching and not slowing down.

3. Loading/Unloading (Driver Control)

- **Signal to Students:** Open the door only when you have confirmed traffic has stopped. Use a clear, consistent hand signal (or verbal command) to indicate that students should approach the bus. **The door opening itself is the final signal.**
- **Handrail Use:** Instruct and enforce the use of the handrail for both entering and exiting the bus to prevent falls.
- **Monitor and Account (The Count):**
 - **Loading:** Count students as they board.
 - **Unloading:** Count students as they exit and watch to ensure they are safely across the street or onto the curb and **10-12 feet away** from the bus.

4. Students Crossing the Street (The Most Critical Step)

- **Eye Contact:** For crossing students, ensure they stop at the edge of the bus, **establish direct eye contact** with you, and look for your signal.
- **Crossing Signal:** When you have confirmed the road is absolutely clear, give your predetermined signal (a consistent hand sweep, point, or nod) for them to cross.
- **Students Cross and Clear:** Instruct them to walk at least **10 feet** in front of the bus as they cross.

5. Departure (Final Checks)

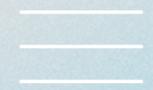
- **Final Count Check:** Do not move the bus until you can **visually account for every student**—either safely seated inside or safely clear of the Danger Zone outside.
- **Clearance Check:** Close the door and retract the stop-arm and red lights. Perform a **final, mandatory check of all mirrors** (especially the crossover mirrors) for any student running back, dropping an item, or hidden in a blind spot.
- **If a Student is Missing: NEVER** move the bus if you cannot account for a student. Secure the bus (turn off engine, take the key) and exit the bus to perform a final check around and underneath the vehicle.
- **Proceed:** When completely clear, release the parking brake and proceed cautiously.











BESD

RISE, UA+ AND GRADUATION RATES

By Jeff Morris

December 10, 2025

Things to remember:

01

RISE ELA Results

RISE ELA test is different, and it is hard to compare scores to previous years

02

Utah Aspire + (UA+)

2025-2026 School Year is the last year of this test.

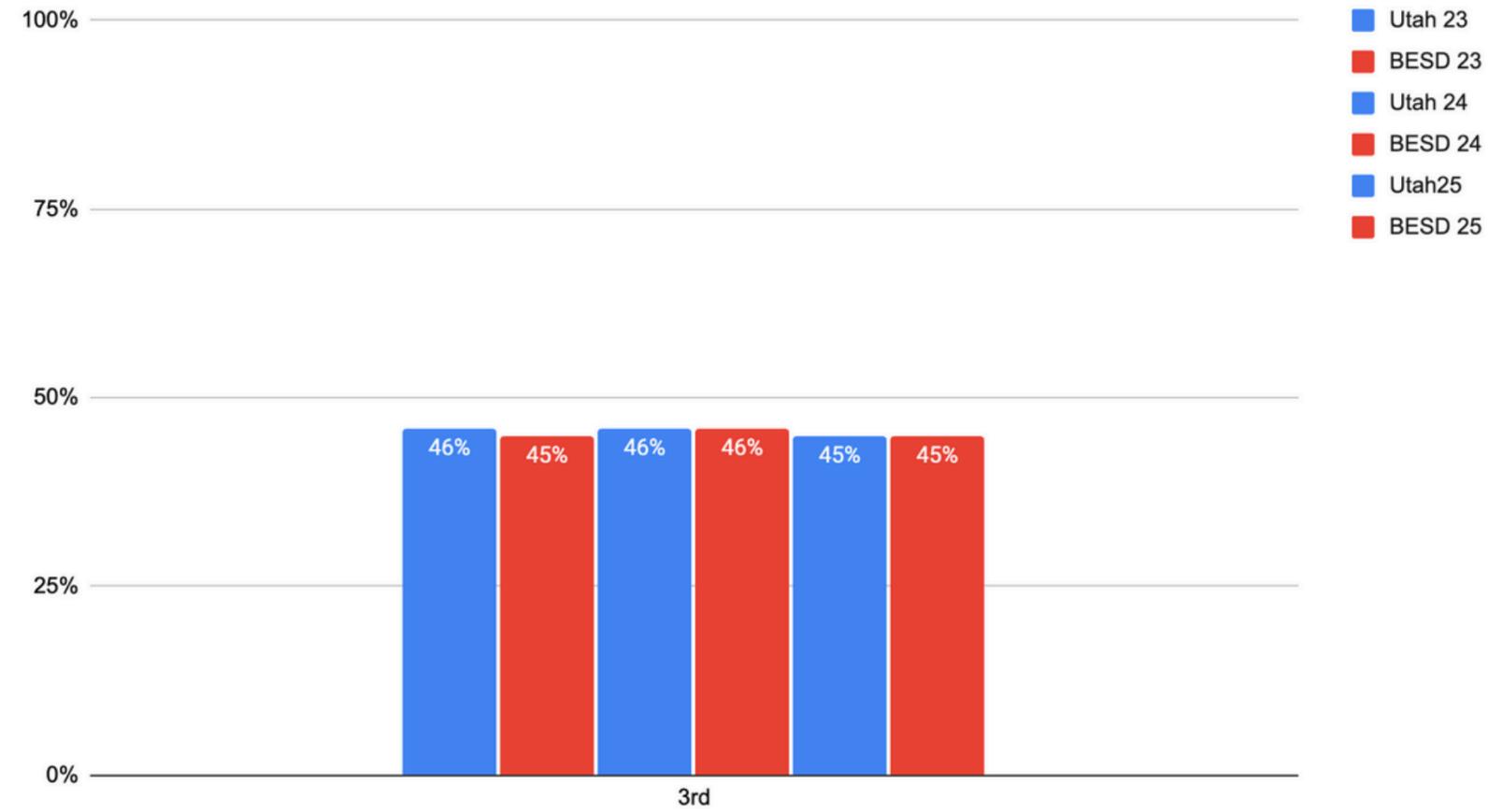
03

Next Year

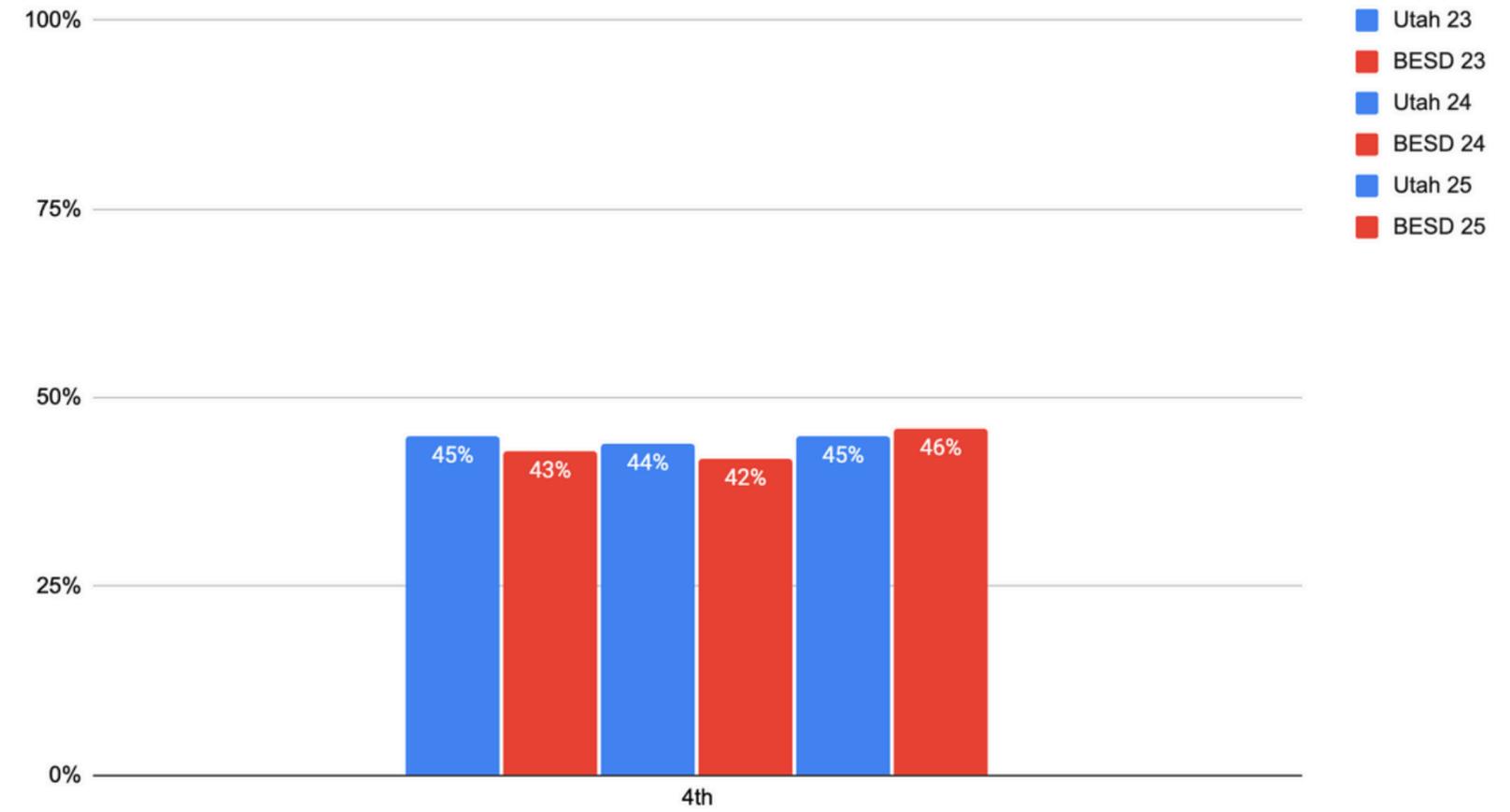
Next year RISE will be given 3rd-10th grades, and it will be course specific in secondary (Secondary Math 1, Biology, Chemistry) instead of grade level specific. (9th and 10th grade)

RISE ELA

3rd RISE Proficiency

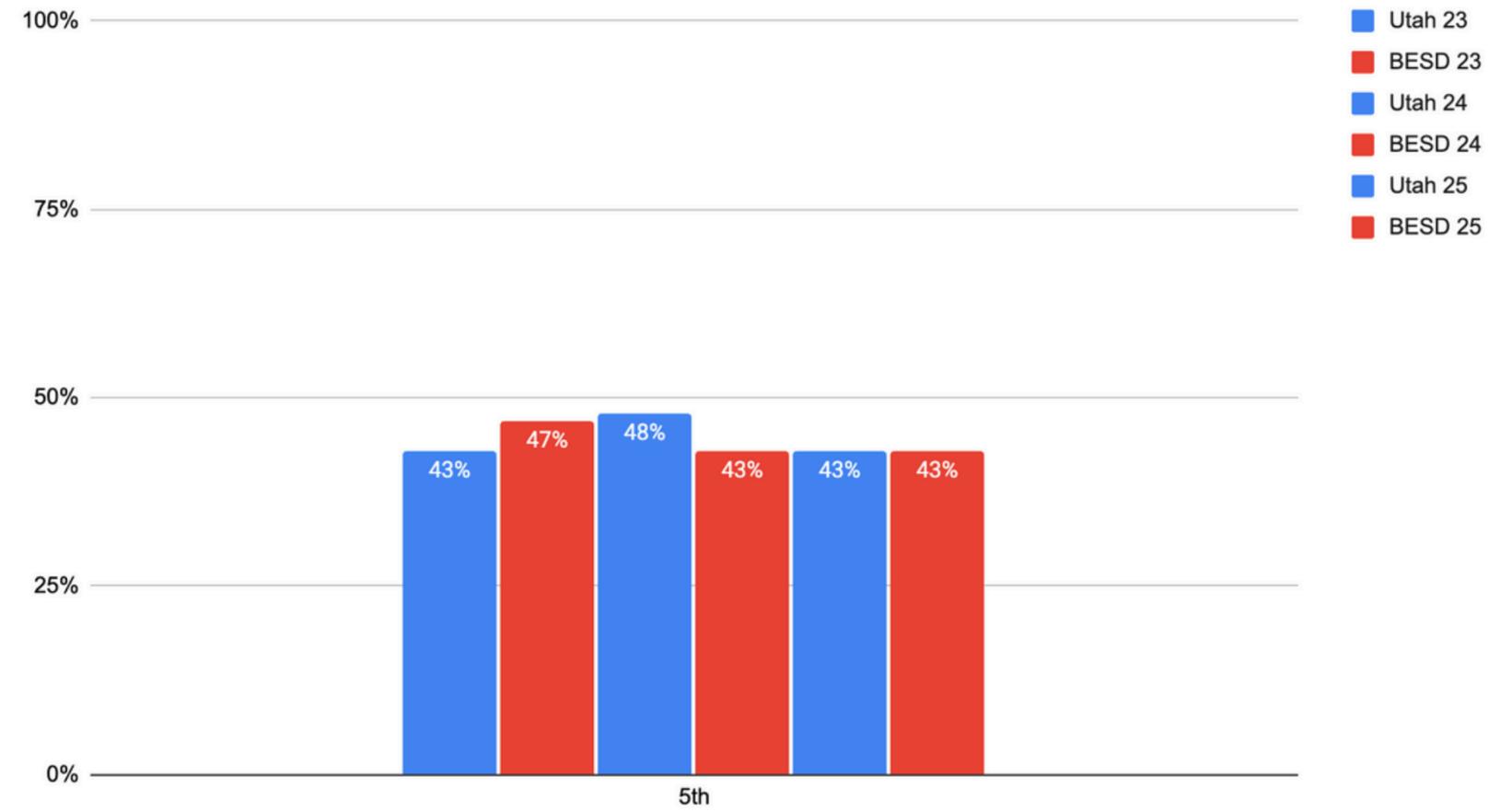


4th RISE Proficiency

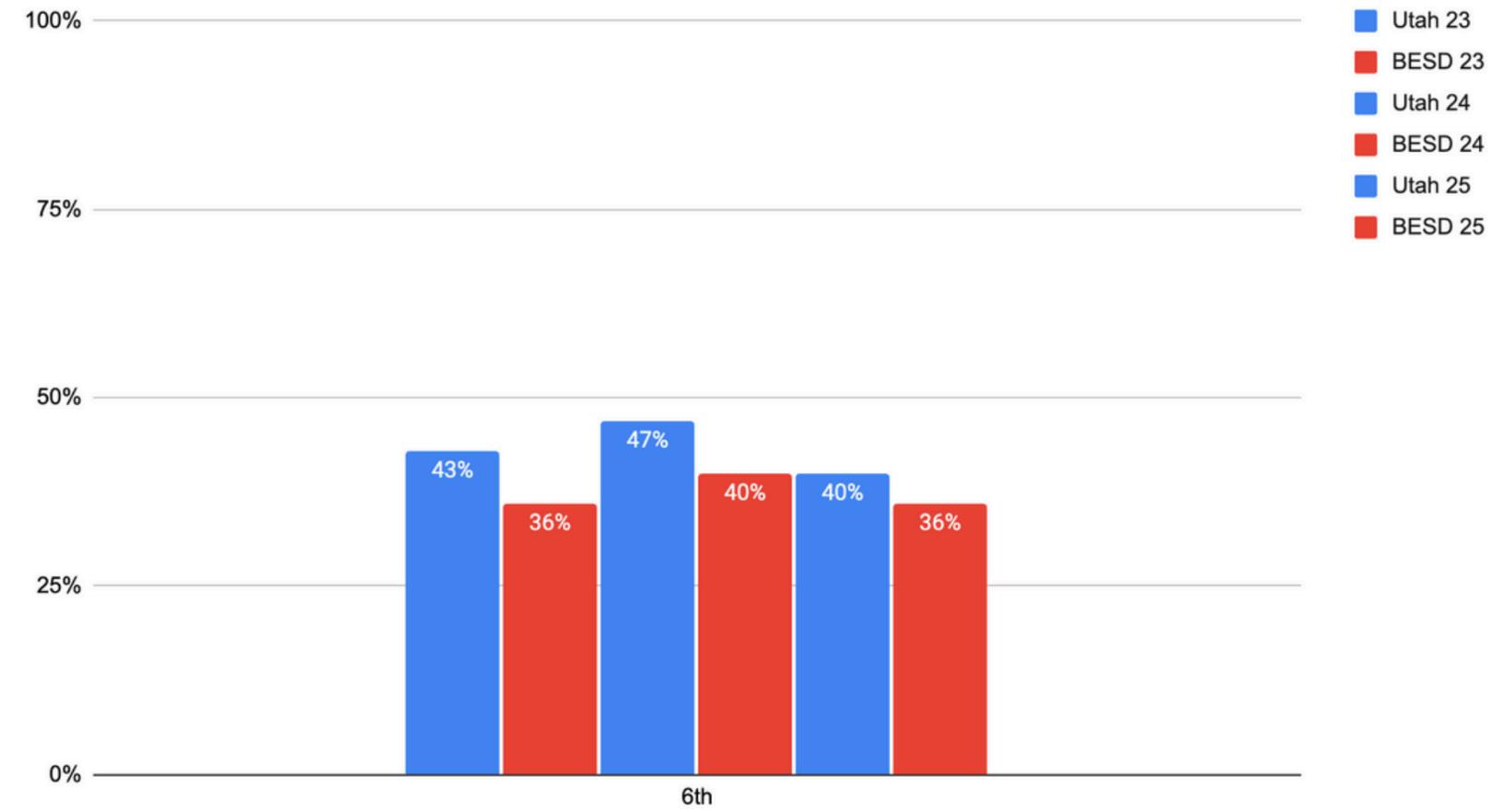


RISE ELA

5th RISE Proficiency

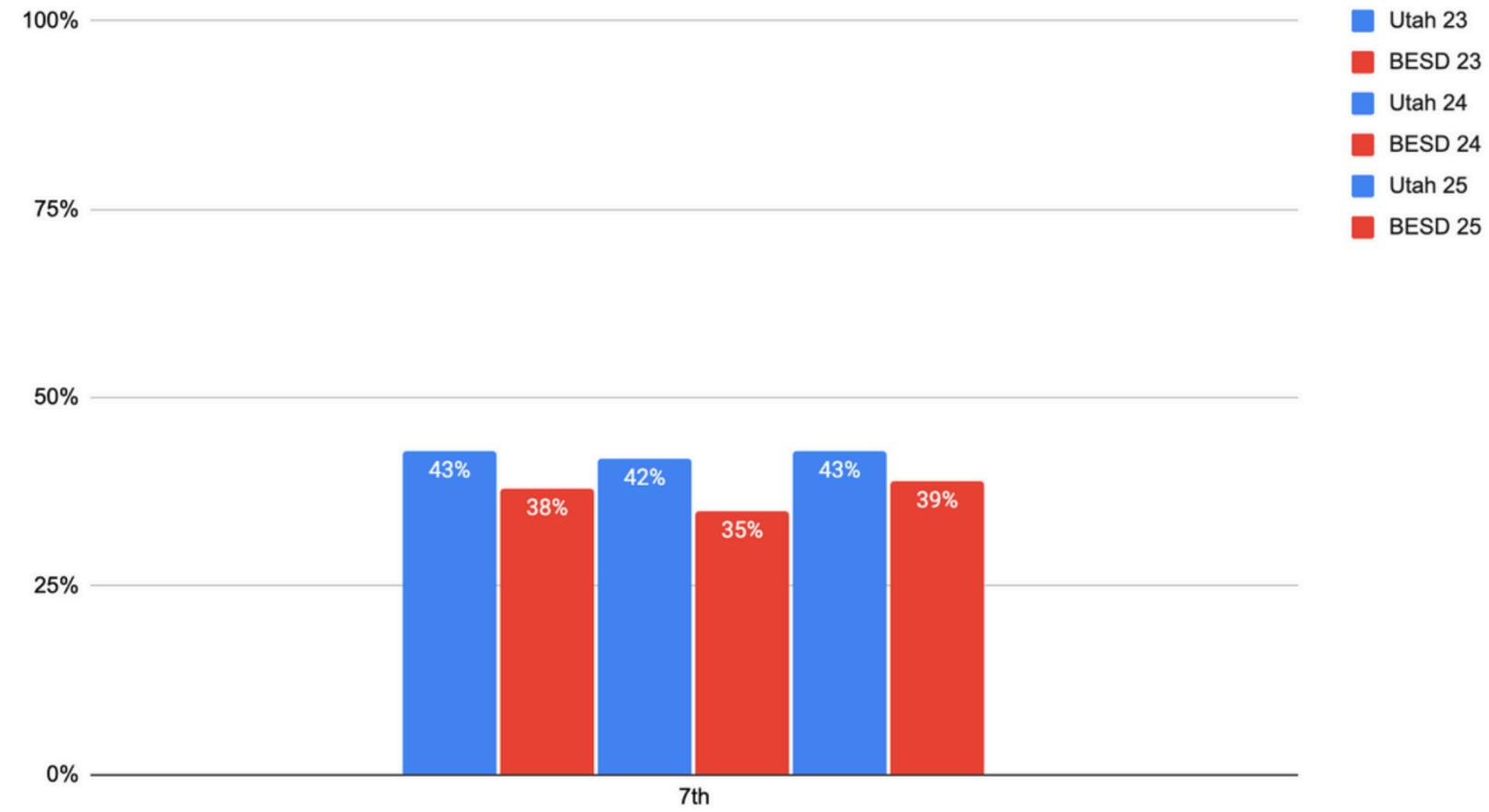


6th RISE Proficiency

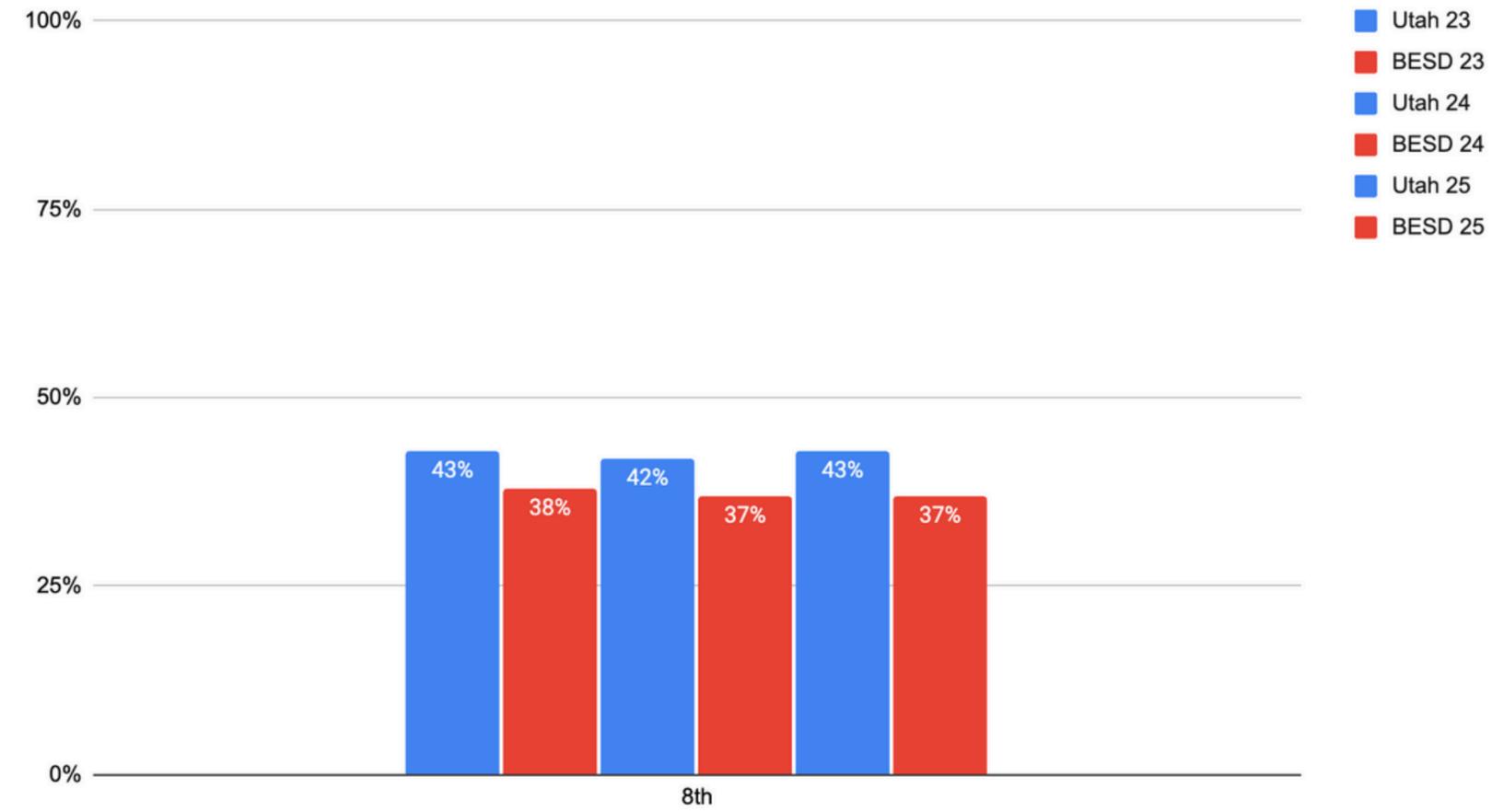


RISE ELA

7th ELA RISE Proficiency

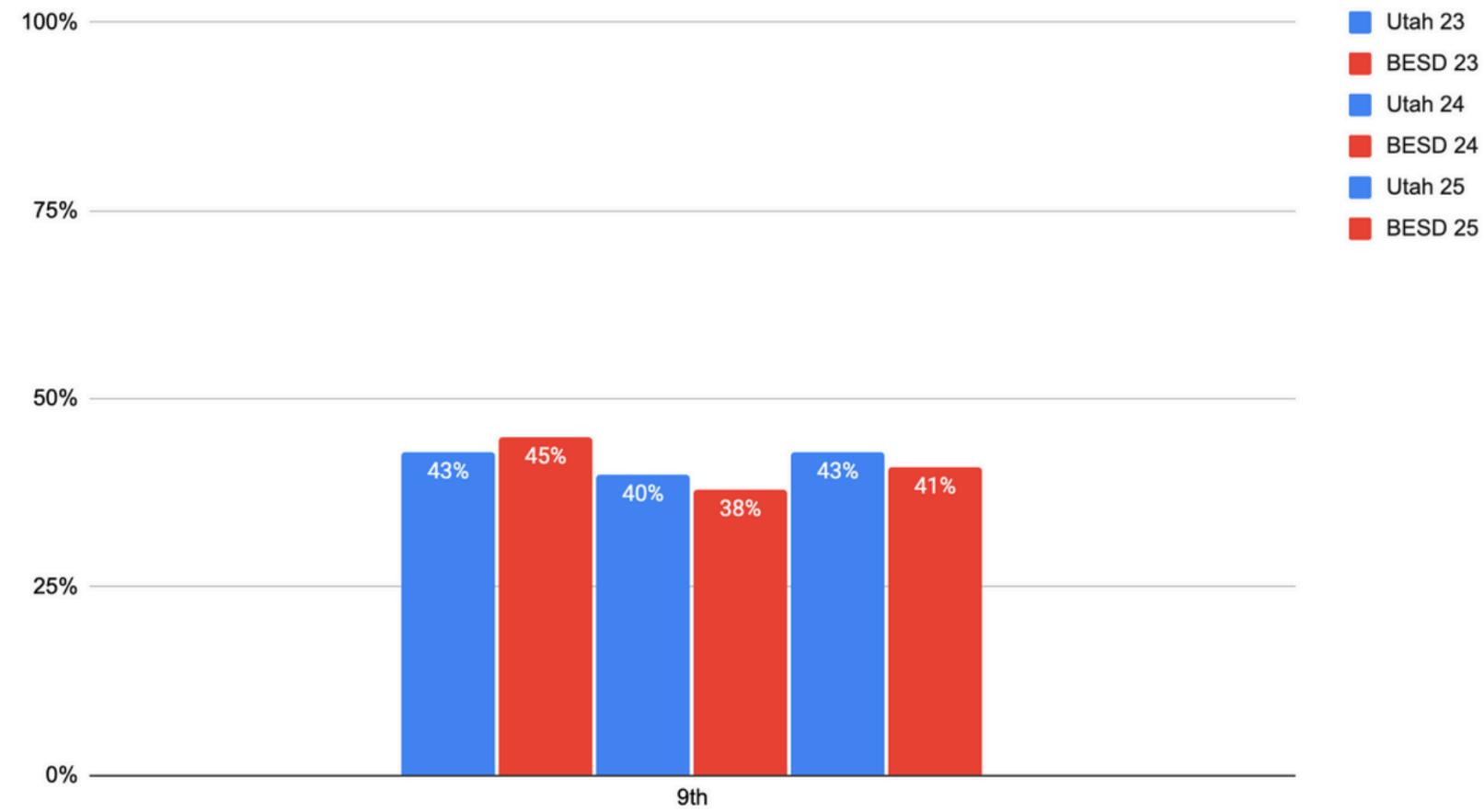


8th ELA RISE Proficiency

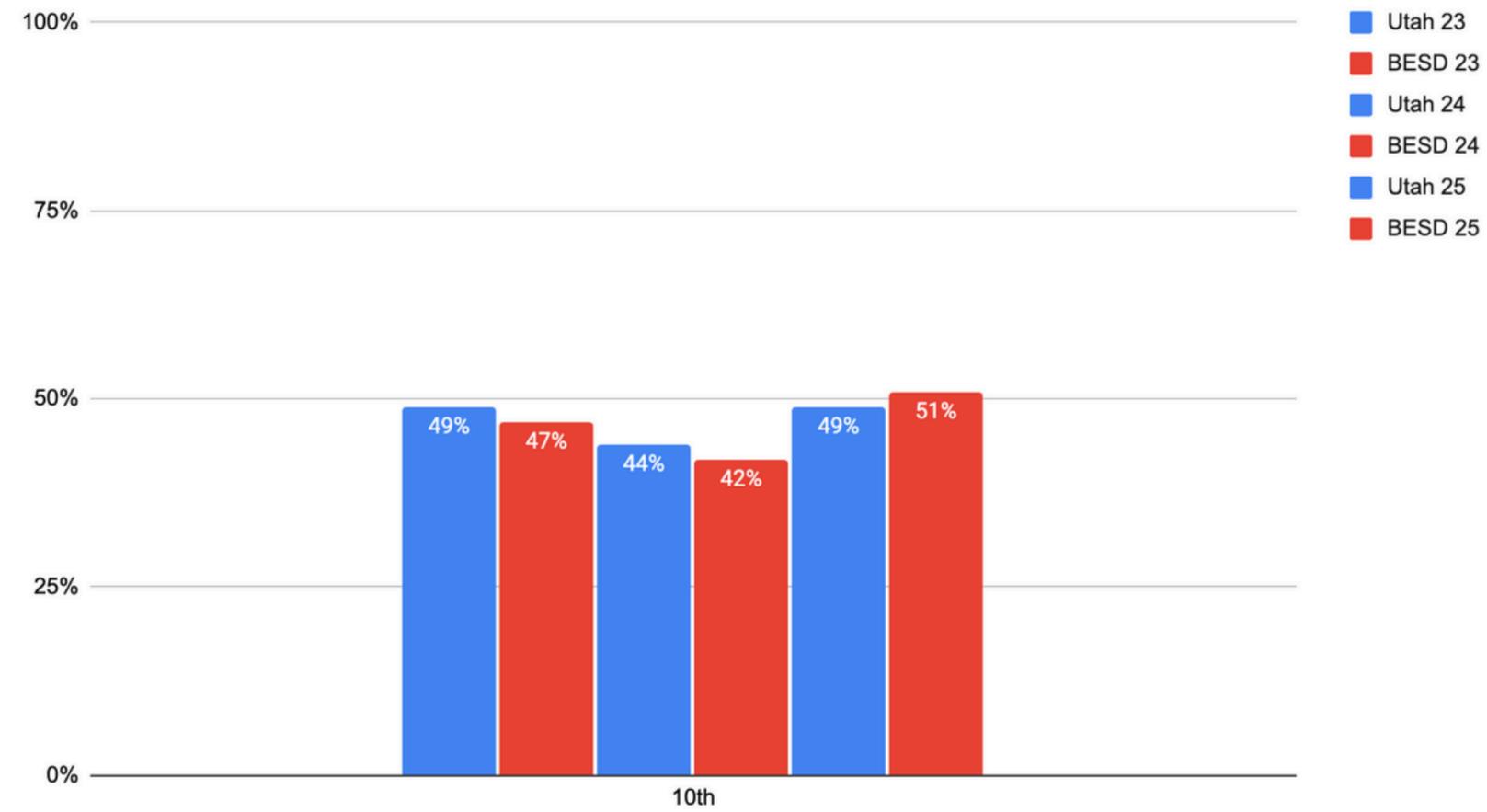


Utah Aspire + ELA

9th ELA UA+ Proficiency

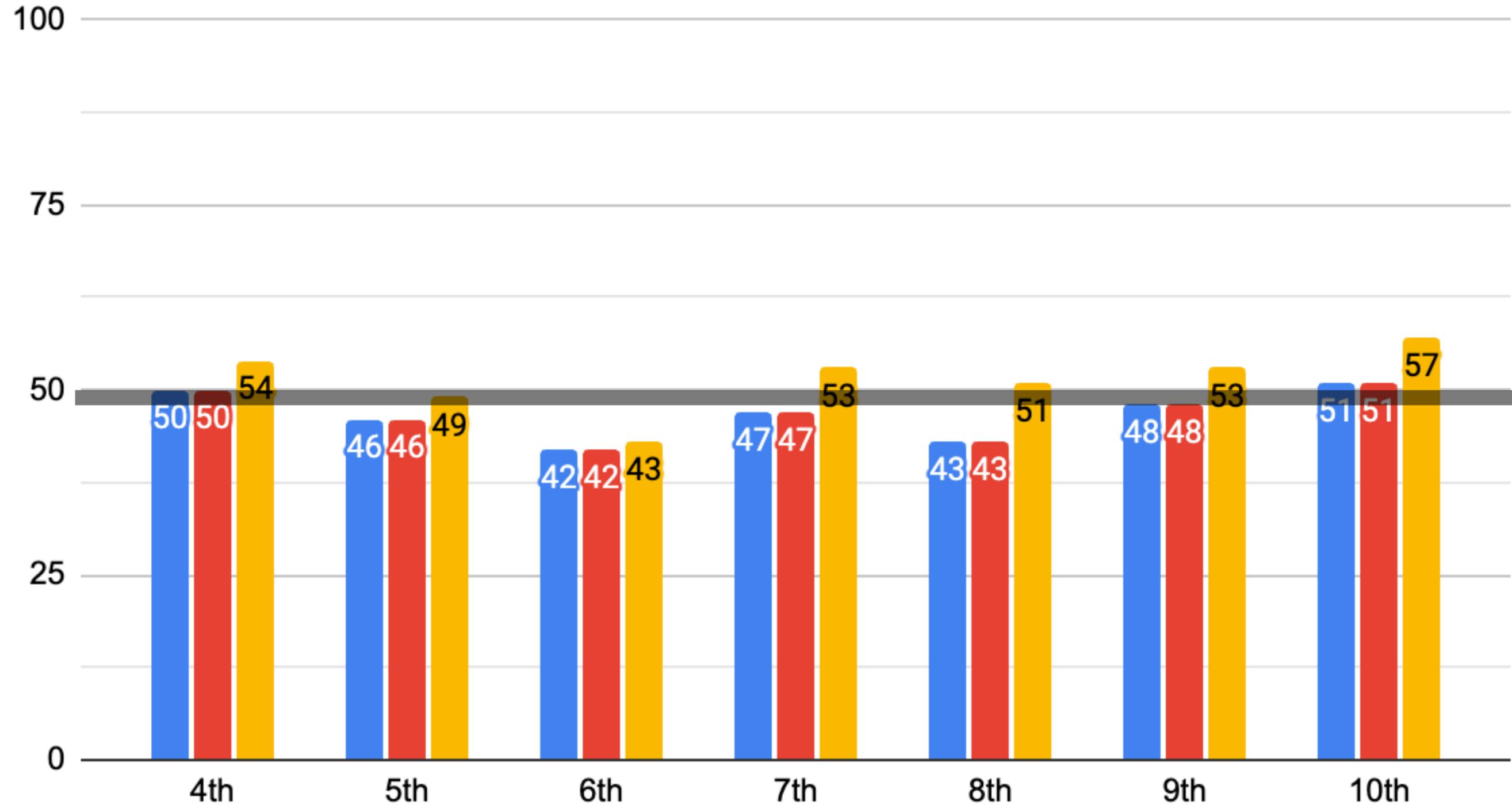


10th ELA UA+ Proficiency



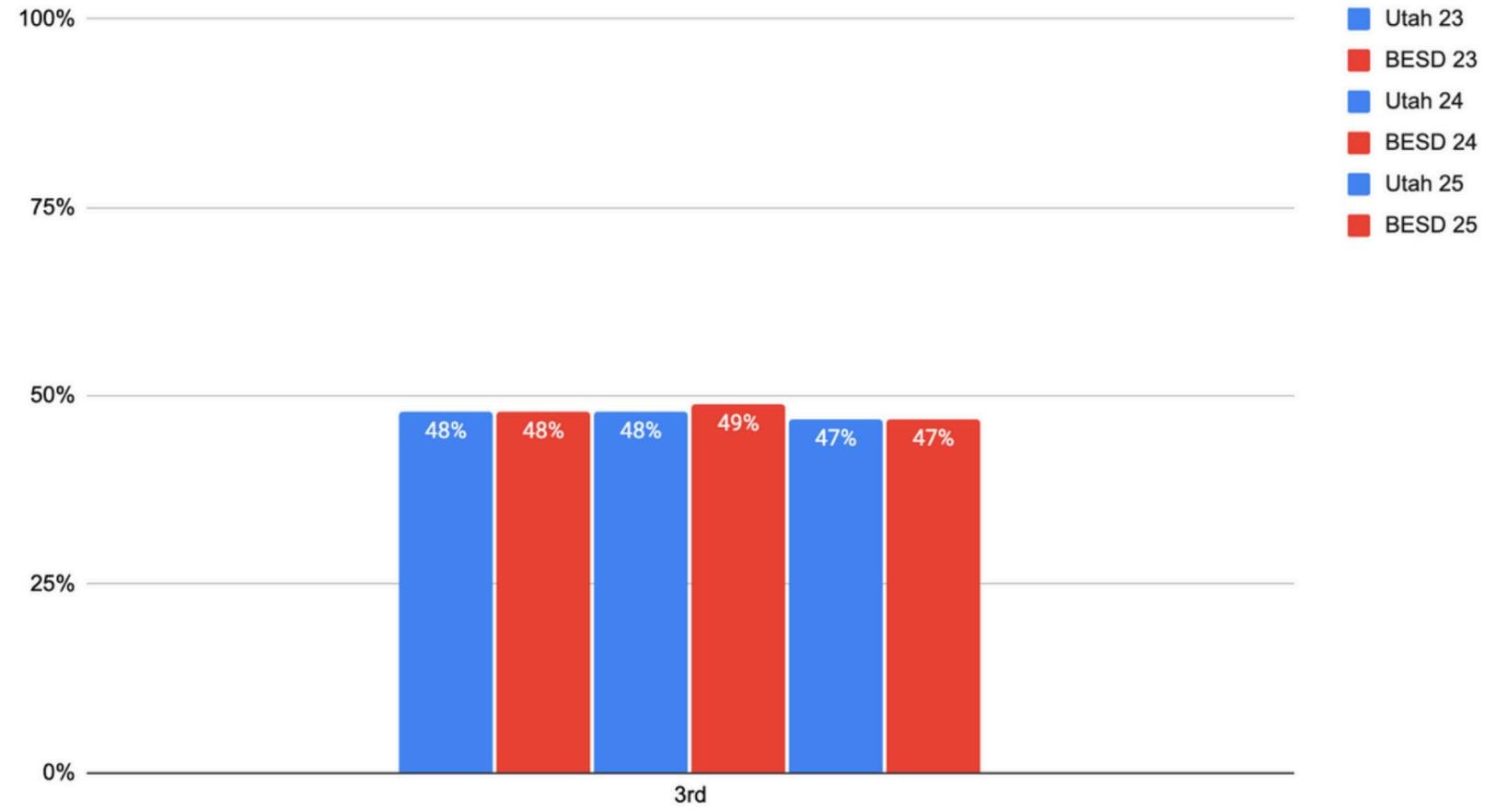
ELA Growth

MGP Growth from 2023-2025

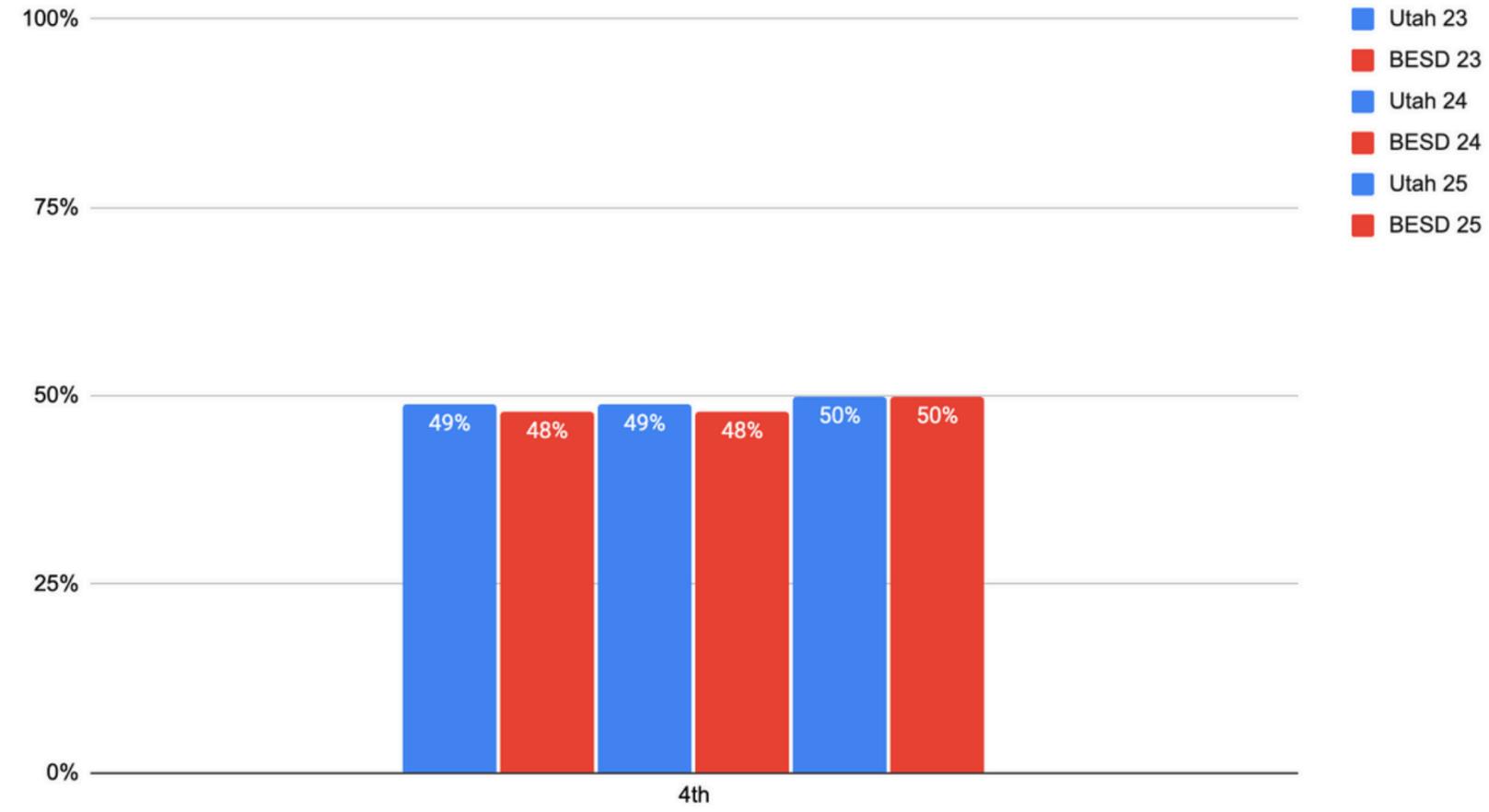


RISE Math

3rd Math RISE Proficiency

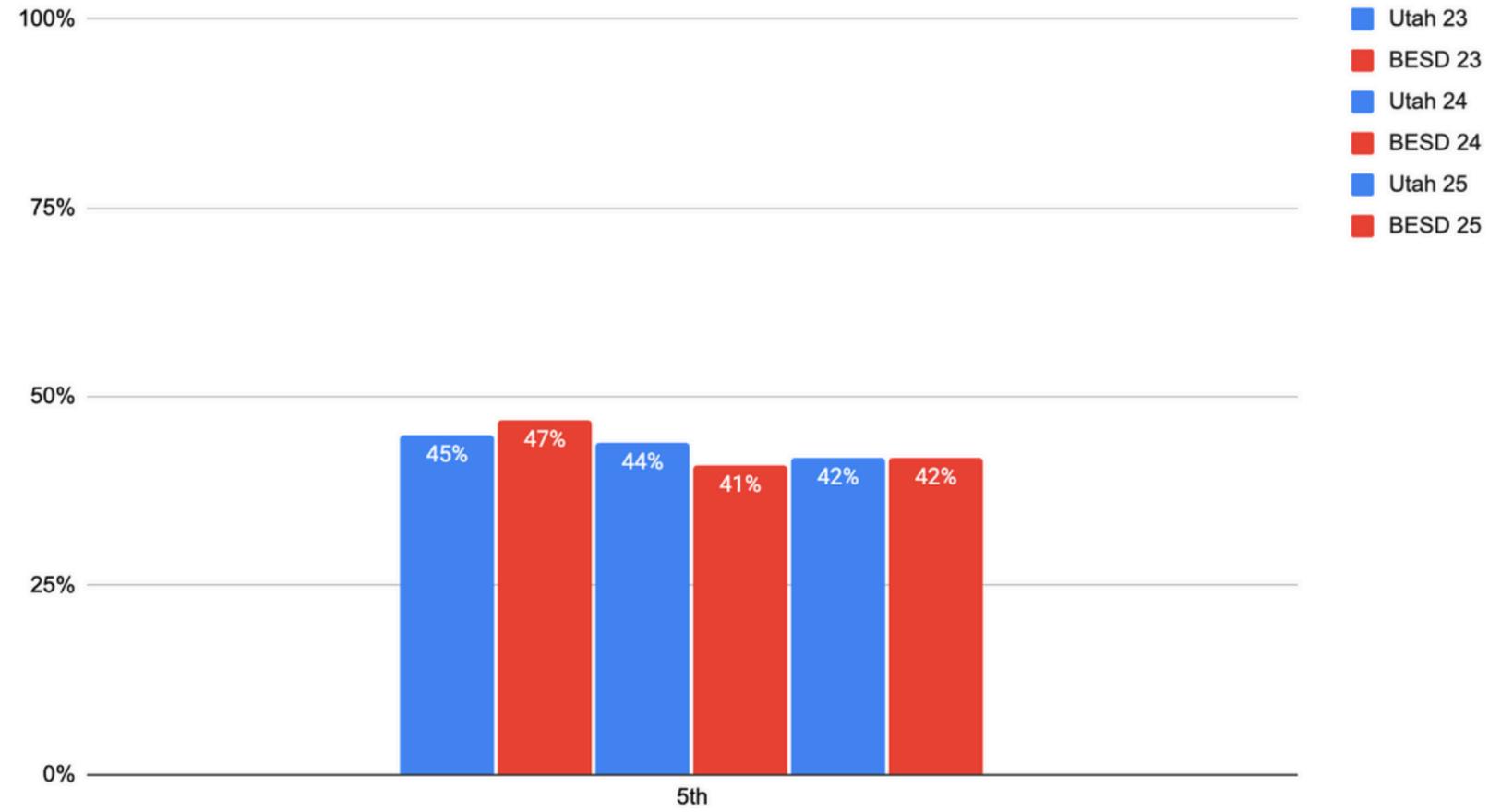


4th Math RISE Proficiency

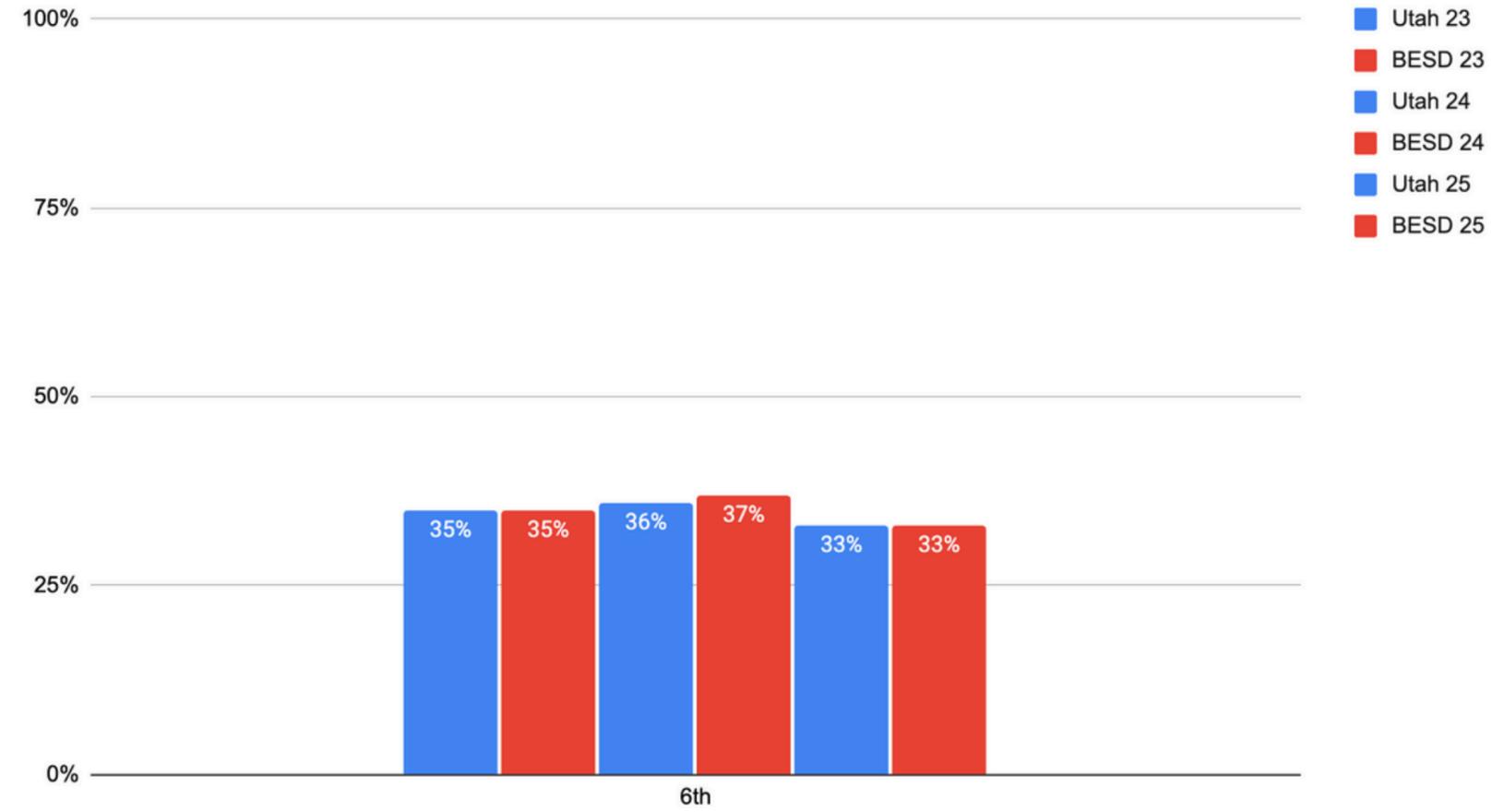


RISE Math

5th Math RISE Proficiency

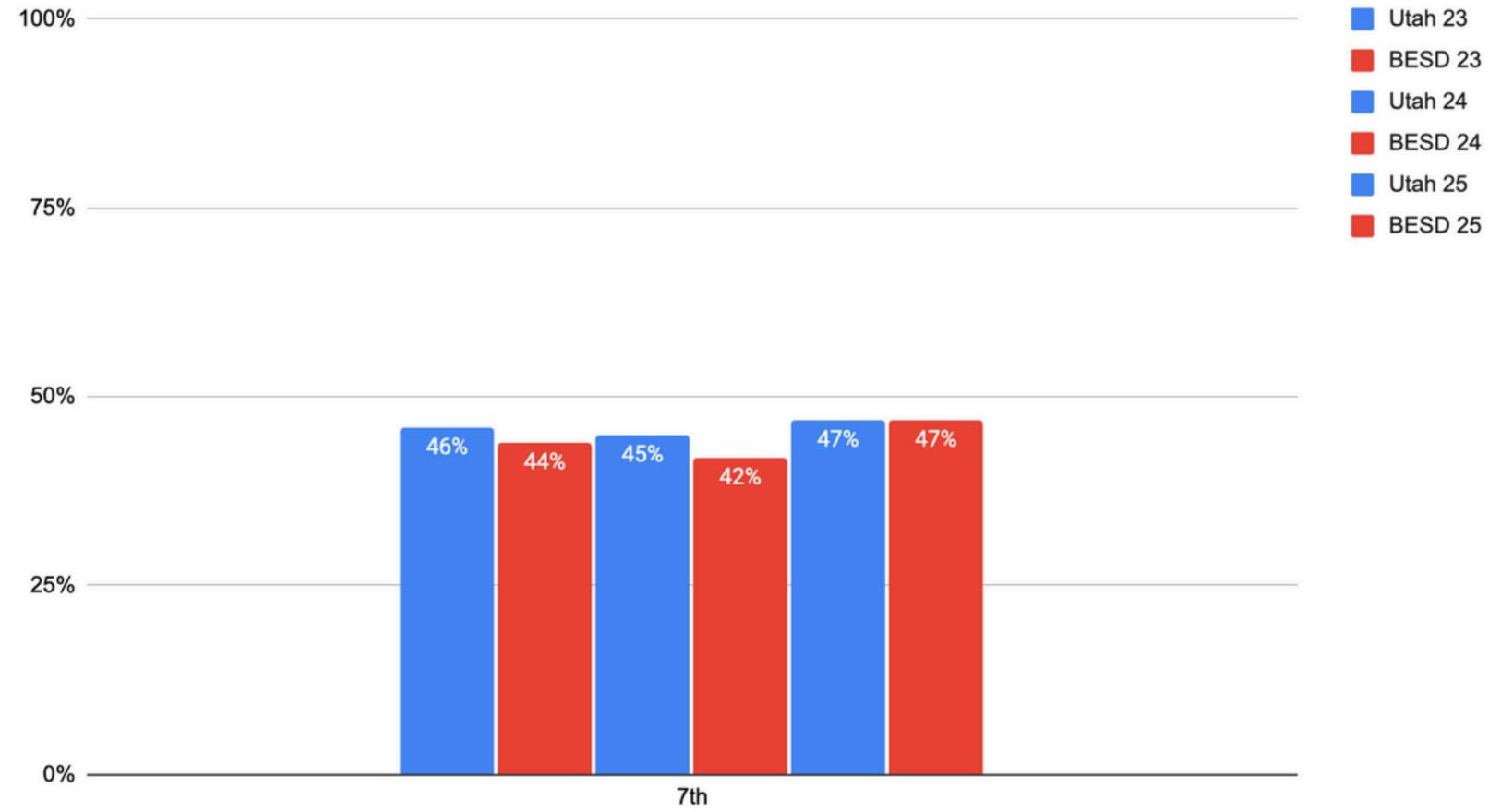


6th Math RISE Proficiency

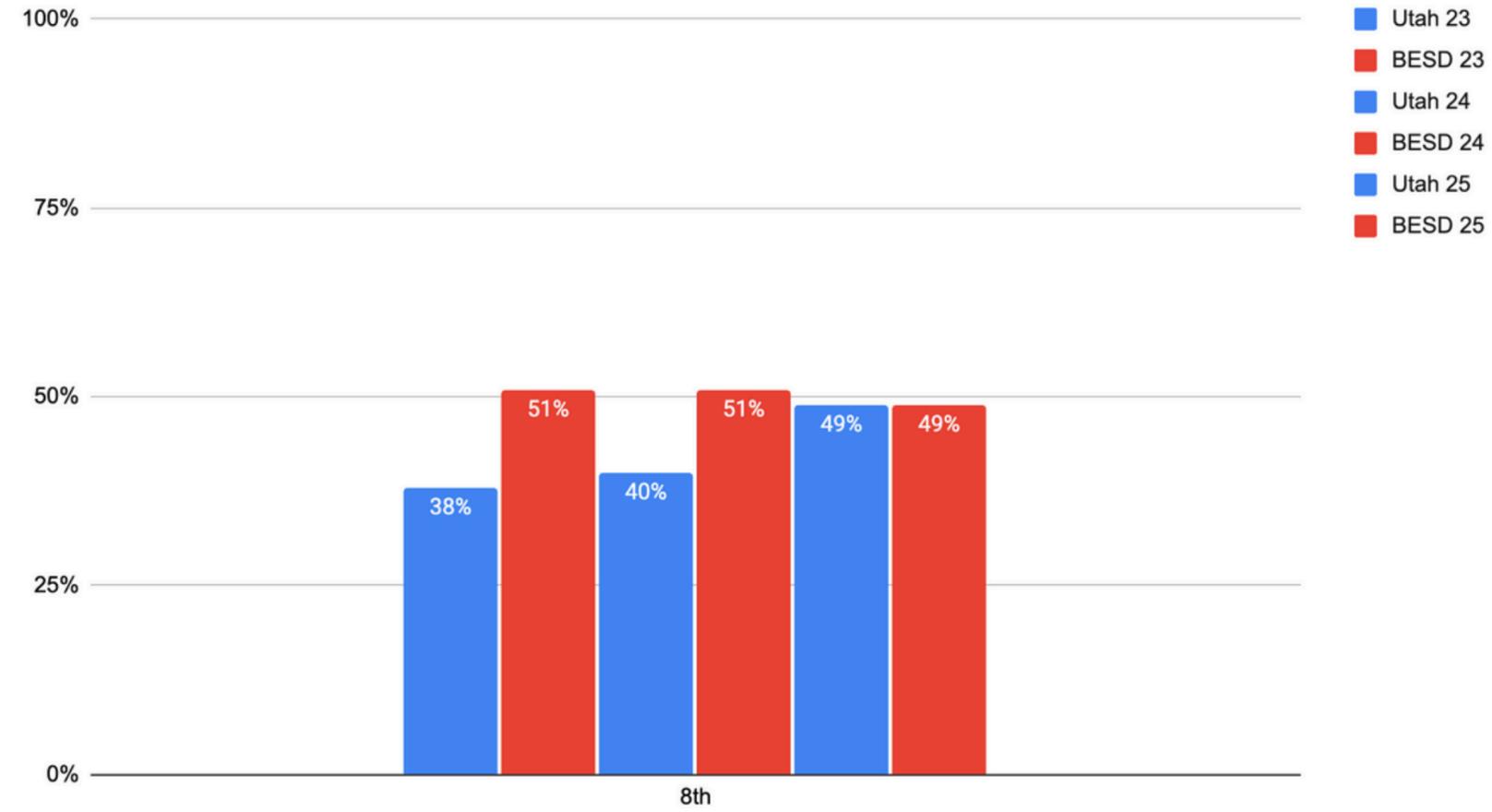


RISE Math

7th Math RISE Proficiency

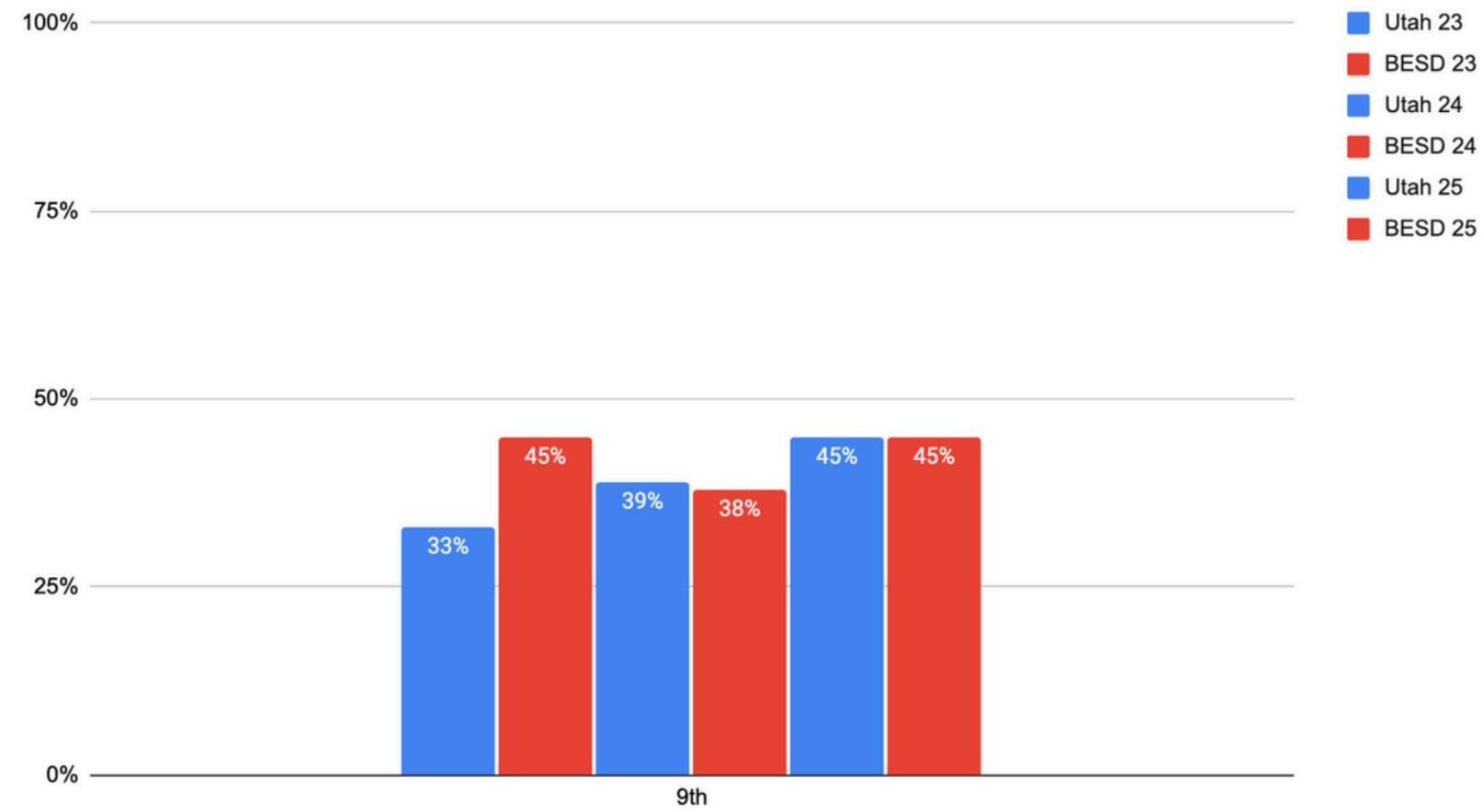


8th Math RISE Proficiency

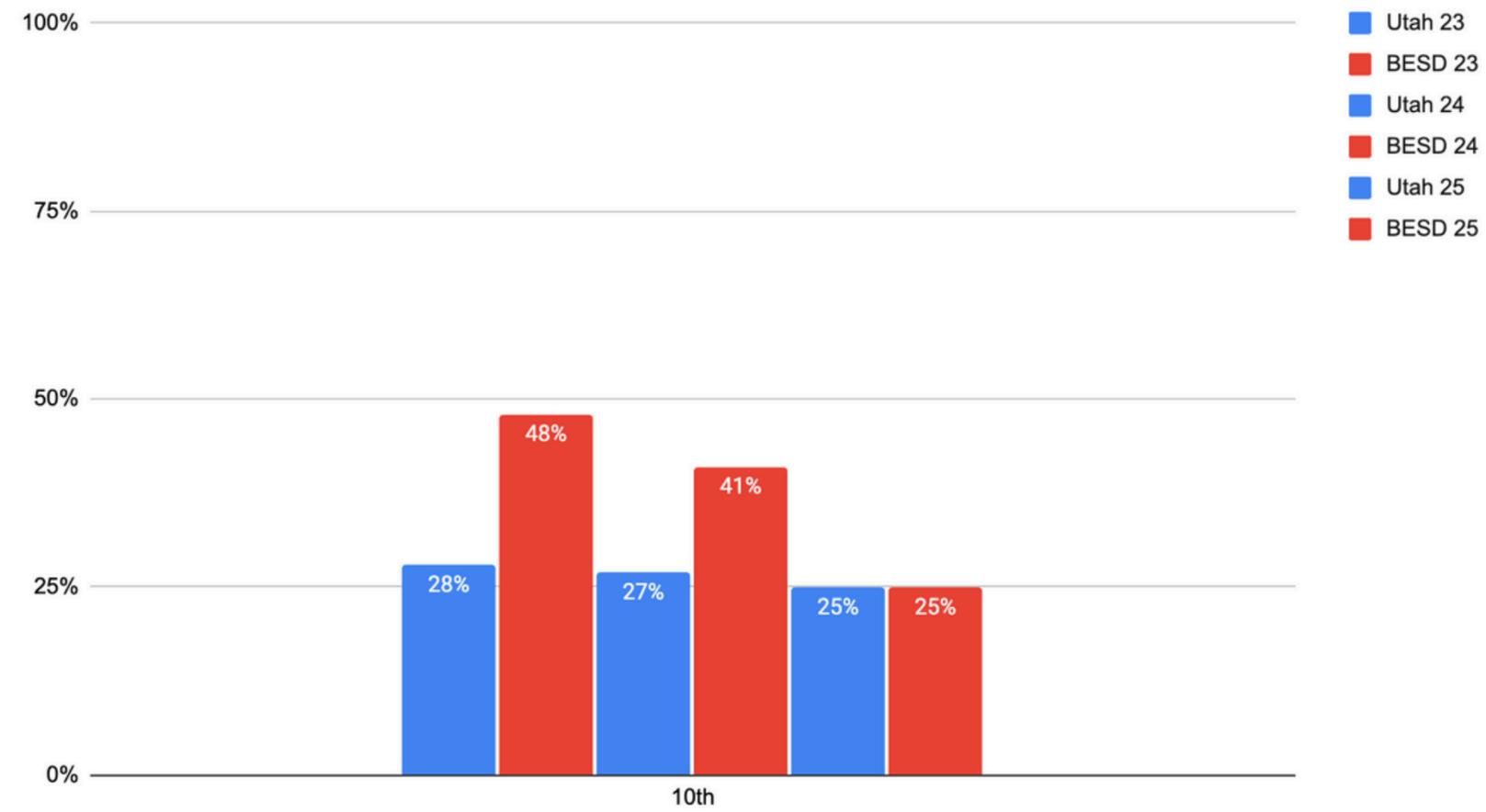


Utah Aspire+ Math

9th Math UA+ Proficiency

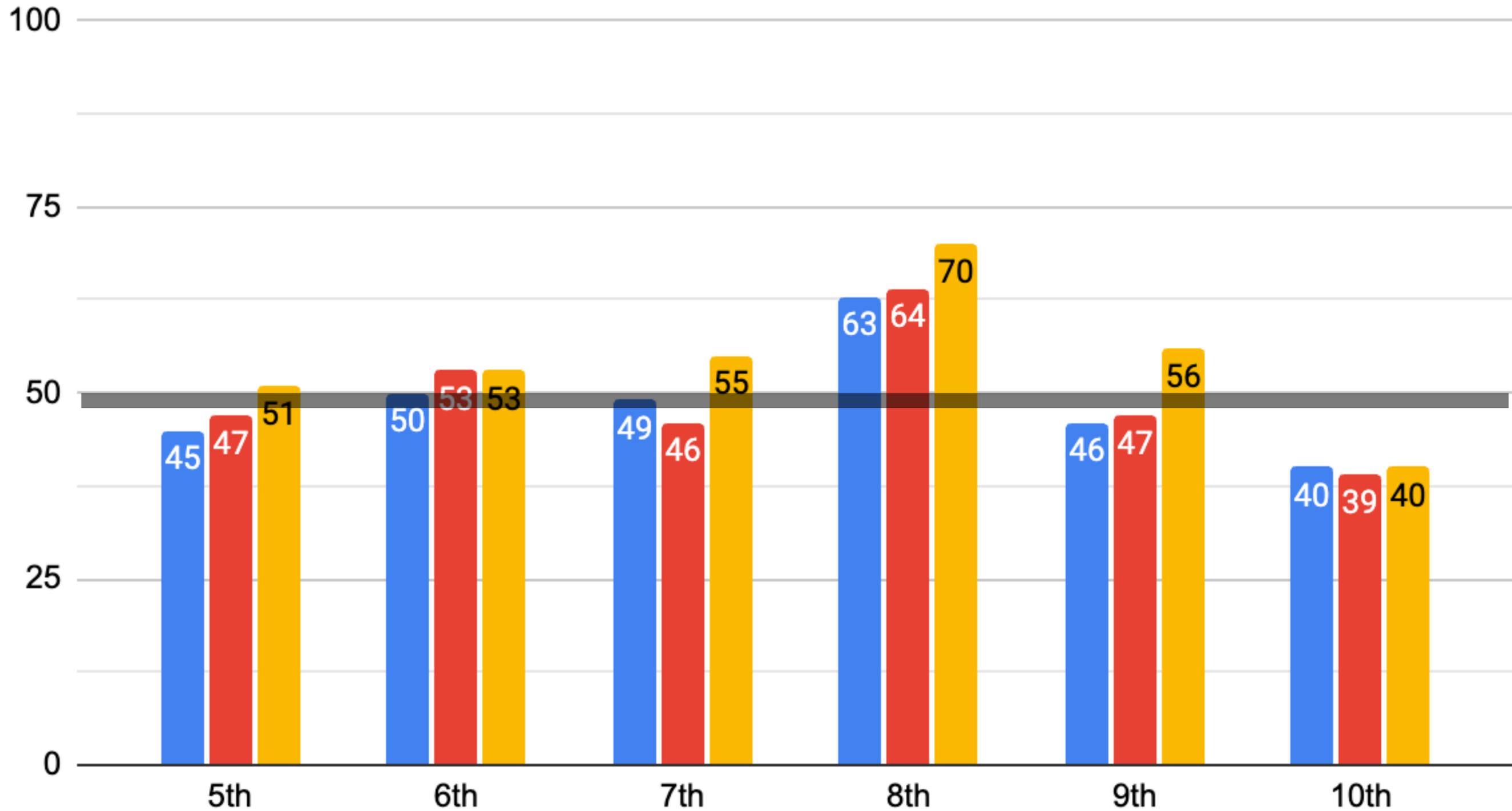


10th Math UA+ Proficiency



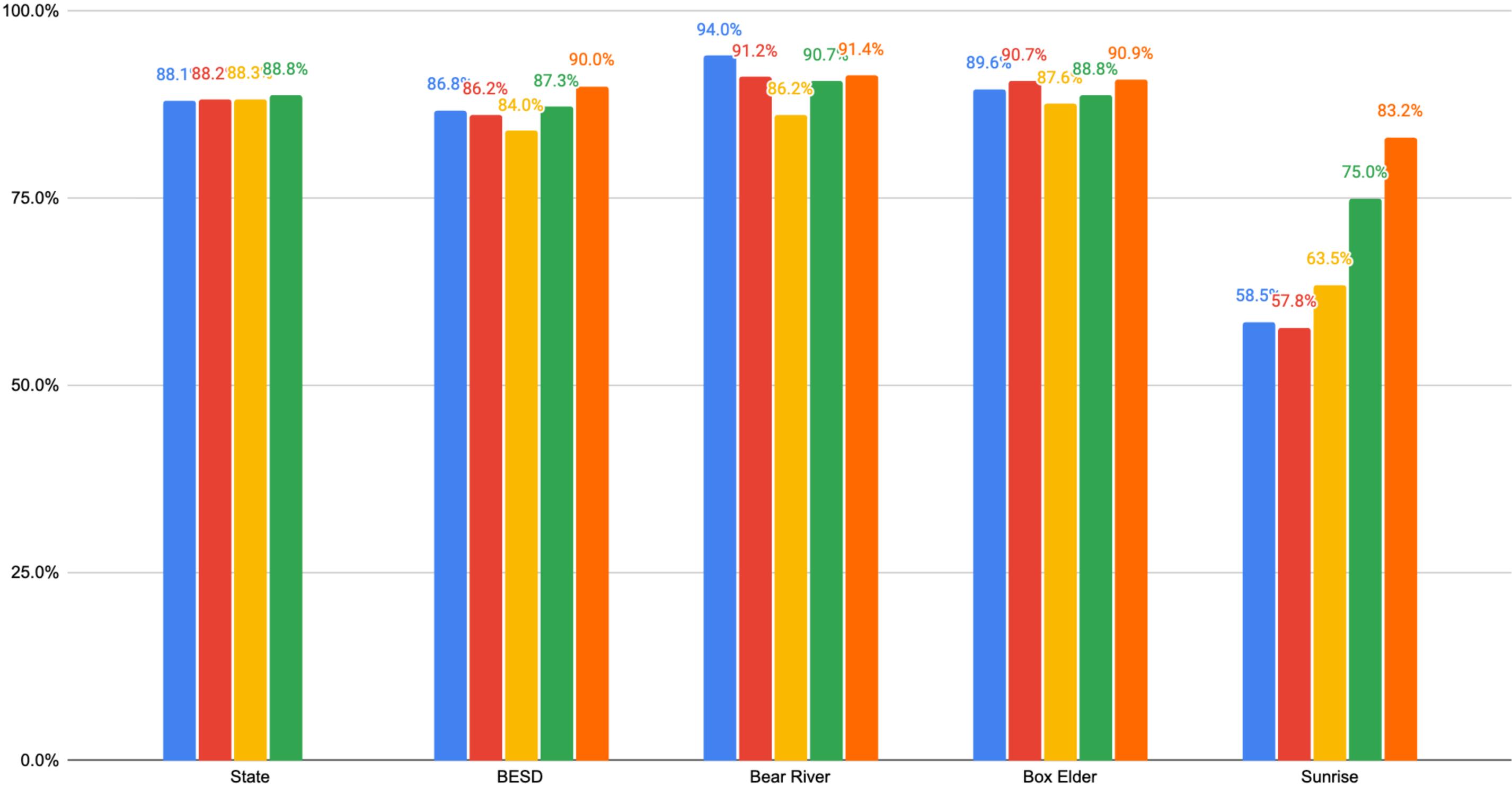
Math Growth

Math MGP Growth from 2023-2025



Graduation Rates

2021 2022 2023 2024 2025



Steps to improve:

- Widespread use of the RISE Benchmarks.
- Grade Level Teams.
- Focus on RISE and grade level Standards in grades 4-5.
- MAP Testing in grades 6-12.
- Effective Professional Learning Communities.

Jeff Morris

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BESD
ASSESSMENT
DEPARTMENT

Box Elder School District

Celebration

A Story About Literacy

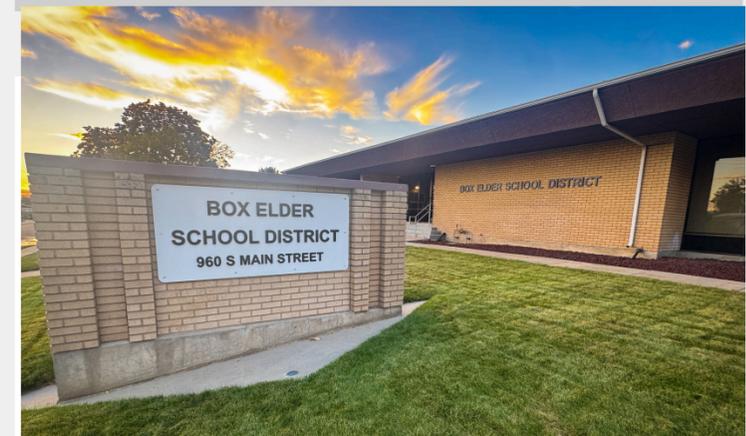
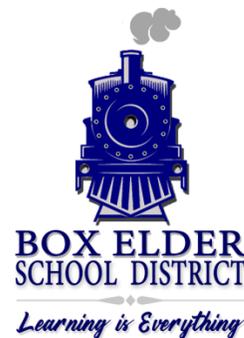


Table of Contents



Table of Contents

The Why	1
Data Talk	2
The Plan	3
The Work	4
Why We Celebrate	5

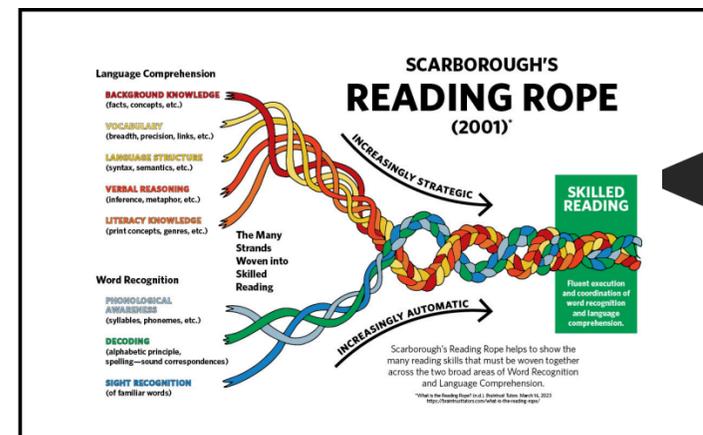
Be So Good They Can't Ignore You

Steve Martin Quote
Cal Newport Book

Skills trump passion because passion often follows mastery, not precedes it.

- Become exceptionally good at something valuable.
- This is the foundation for loving your work

When students truly demonstrate proficiency—not just practice—it builds real confidence and mastery. The more skilled they become at reading, the more confident and capable they become in every classroom.



Map

Data Talk (Above Benchmark) EOY 2025

Early Literacy Outcomes for Box Elder School District

Huge shoutout to our amazing staff for their dedication and hard work supporting our students every day—and an extra round of applause for our incredible students who've been giving it their all! This shows that 56.8% of our 3rd graders were ABOVE benchmark! Box Elder School District came in 2nd in districts across the state with populations over 4,500. We're excited to share some fantastic data worth celebrating!

Across Utah, there's a growing focus on early literacy, especially in grades K–3, to ensure every student builds strong reading and writing foundations. Early literacy is key—it builds confidence, boosts engagement, and sets the stage for long-term academic success.



Acadience Reading:
3rd Grade Students
ABOVE Benchmark at
End of Year 2025

Utah State Average:

49.4%

Box Elder School
District Average:

56.8%

Acadience Reading:
Average Three Year's
Growth 2023 - 2025

Utah State Average:

1.6%

Box Elder School
District Average:

2.9%

Clarification Data Talk (At AND Above Benchmark) EOY 2025

Acadience Reading:
3rd Grade Students
ABOVE Benchmark at
End of Year 2025

Utah State Average:

70.0%

Box Elder School
District Average:

78.2%

Acadience Reading:
3rd Grade Students
ABOVE Benchmark at
End of Year 2025

Utah State Average:

49.4%

Box Elder School
District Average:

56.8%

The Plan

BESD Kindergarten Early Literacy Outcomes				
2025-26 District Goals:	83% of students will blend 10 or more Whole Words Read in the Nonsense Word Fluency assessment based on the End of Year (EOY) benchmark period.			
	77% of kindergarten students will score above grade level (blue) on the End of Year (EOY) benchmark period.			
WWR	EOY 2023-24= 70%	EOY 2024-25= 76%	EOY 2025-26= 83%	EOY 2026-27= 90%
Composite	EOY 2023-24= 71% blue	EOY 2024-25= 73% blue	EOY 2025-26= 77% blue	EOY 2026-27= 80% blue
K-5 Monthly Formula for Success				
Action Steps:	<ul style="list-style-type: none"> -95% of students will know all the Letter Names and Sounds by December 1. -Continuous Blending will be used to teach students to read whole words. -All Kindergarten students will exit kindergarten in Skill 3 on the 95% Phonics Continuum. -Students who master the 95% skills through 3 will be given extensions through skill 4 and 5. -Use our Superkids program with integrity, including the Alphabet & Blending routine. -Use Superkids phonemic awareness or 95% Core phonemic awareness daily lessons, assessment, and intervention. -Use LETRS training knowledge to improve literacy instruction. Teachers will be given regular coaching cycles to improve Science of Reading instruction and program implementation. -Increase amount of opportunities to respond, through reading, writing, and oral language. -Prioritize regular RTI and data discussion 			
Kindergarten Outcomes	Kindergarten Literacy Block	First Grade Outcomes	First Grade Literacy Block	Second Grade Outcomes
			Second Grade Literacy Block	Third Grade Outcomes
				Third Grade Literacy Block
				Fourth Grade Outcomes

The Work

- Acadience Screening
- Diagnostic Testing
 - Phonics, Fluency, Comprehension
- Reading Intervention Groups
 - Targeted to individual skills
 - Research Based Programs
 - Run by Teachers and Reading Paras
- RTI Meetings Weekly
 - Look at student data, make changes if students aren't making adequate progress



#strongertogetherbesd2026



The People

Why We Celebrate

District Office:	5
Administrators:	16
Instructional Coaches:	14
Teachers:	162
Reading Paras:	186
Students:	3,463

Numbers are K-3 Literacy

MONTHLY FINANCIAL REPORT
NOVEMBER 30, 2025

	ENDING NOVEMBER 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	2,850,682	8.0%	6.5%	2,229,067	34,066,920
6	Tuitions	250,000	109,344	43.7%	42.4%	138,106	325,805
7	Investment Earnings	2,100,000	539,701	25.7%	31.3%	639,708	2,043,890
8	Indirect Costs	500,000	0	0.0%	0.0%		864,147
9	Rental Fees/Building/Ft	90,000	66,876	74.3%	27.9%	68,587	246,172
10	Other	950,000	113,254	11.9%	8.1%	234,092	2,904,620
11	State	102,201,365	48,585,188	47.5%	46.0%	42,823,230	93,124,358
12	Federal	5,100,000	354,409	6.9%	22.1%	1,888,215	8,561,377
13	Misc./ Fund Bal	0	-4,230,252	0.0%	0.0%	2,554	-
14	TOTAL M & O						
15	REVENUE	146,902,817	48,389,203	32.9%	0.0%	48,023,560	142,137,289
16	Beg Balance	21,161,084	21,161,084				
17	Less:	142,945,320	51,163,354				
18	Ending Balance	25,118,581	18,386,933				
19	TOTAL M & O FUNDS						
20	available	25,118,581	18,386,933			48,023,560	142,137,289
21							
22	EXPENDITURES:						
23	Instruction (1000)						
24	Salaries	64,102,681	22,303,200	34.8%	33.4%	20,488,776	61,347,916
25	Benefits	21,458,740	8,622,609	40.2%	35.1%	7,839,310	22,345,584
26	Purchased Serv.	3,824,104	897,528	23.5%	36.1%	1,122,818	3,110,579
27	Supplies/Texbooks	5,385,400	1,948,382	36.2%	39.9%	1,414,270	3,543,860
28	Equipment	1,600,000	2,448	0.2%	29.9%	110,149	368,296
29	Other	850,000	840	0.1%	17166.8%	30,042	175
30	Total	97,220,925	33,775,007	34.7%	34.2%	31,005,365	90,716,410
31							
32	Student Services (2100)						
33	Salaries	4,533,200	1,742,717	38.4%	31.9%	1,551,721	4,868,033
34	Benefits	1,621,270	661,307	40.8%	32.4%	588,576	1,817,627
35	Other	610,000	105,230	17.3%	22.6%	107,208	475,218
36	Total	6,764,471	2,509,253	37.1%	31.4%	2,247,505	7,160,878
37							
38	Instructional Staff (2200)						
39	Salaries	2,044,647	767,504	37.5%	37.2%	691,600	1,858,118
40	Benefits	703,766	289,650	41.2%	38.4%	270,114	703,310
41	Other	903,373	430,257	47.6%	35.1%	359,669	1,026,158
42	Total	3,651,787	1,487,412	40.7%	36.8%	1,321,383	3,587,586
43							

**MONTHLY FINANCIAL REPORT
NOVEMBER 30, 2025**

ENDING NOVEMBER 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	316,360	49.6%	35.5%	216,172	608,601
46 Benefits	229,090	114,853	50.1%	39.7%	88,617	223,395
47 Purch Services	270,000	7,365	2.7%	20.3%	105,529	519,217
48 Liability Insurance	274,944	0	0.0%	100.0%	229,120	229,120
49 Supplies	101,420	1,040	1.0%	67.7%	35,893	53,031
50 Other	55,000	25,609	46.6%	93.2%	27,906	29,939
51 Total	1,568,495	465,228	29.7%	42.3%	703,237	1,663,303
52						
53 School Administration (2400)						
54 Salaries	6,030,960	2,190,584	36.3%	39.8%	2,052,106	5,158,344
55 Benefits	2,323,042	817,638	35.2%	39.9%	781,506	1,957,534
56 Prof Serv/Travel	99,772	24,044	24.1%	22.4%	30,494	135,835
57 Other	14,454	16,925	117.1%	8.0%	14,545	180,984
58 Total	8,468,228	3,049,191	36.0%	38.7%	2,878,651	7,432,697
59						
60 Business & Support (2500)						
61 Salaries	844,343	239,147	28.3%	42.9%	291,343	679,648
62 Benefits	389,903	82,911	21.3%	44.8%	109,071	243,291
63 Purchased Services	406,183	428,666	105.5%	33.4%	132,586	396,650
64 Other	159,000	23,409	14.7%	0.3%	129	45,915
65 Total	1,799,429	774,131	43.0%	39.0%	533,129	1,365,504
66						
67 Operation & Maintenance (2600)						
68 Salaries	6,848,485	2,779,483	40.6%	42.3%	2,680,753	6,335,971
69 Benefits	2,411,429	1,012,928	42.0%	43.4%	994,825	2,293,643
70 Electricity	1,511,127	469,056	31.0%	55.5%	658,261	1,186,148
71 Purchased Service	802,000	435,700	54.3%	43.2%	358,287	829,958
72 Telephone	230,000	35,347	15.4%	16.4%	18,972	115,719
73 Natural Gas	895,300	58,545	6.5%	9.6%	49,226	511,966
74 Prop Insurance	345,000	304,650	88.3%	100.0%	206,810	206,810
75 Repair	700,250	129,640	18.5%	33.8%	91,617	271,410
76 Supplies	1,020,000	465,369	45.6%	113.5%	373,964	329,411
77 Other Property	750	199,614	26615.2%	0.0%		361
78						
79 Total	14,764,341	5,890,332	39.9%	45.0%	5,432,714	12,081,397
80						

**MONTHLY FINANCIAL REPORT
NOVEMBER 30, 2025**

ENDING NOVEMBER 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	1,518,573	37.6%	35.8%	1,408,030	3,933,171
83 Benefits	1,231,047	529,487	43.0%	39.5%	499,663	1,265,056
84 Purch Serv	359,416	159,468	44.4%	42.9%	243,688	567,867
85 Fuel	931,280	203,875	21.9%	40.0%	326,147	814,922
86 Supplies	829,655	196,824	23.7%	39.6%	236,496	597,704
87 Other/Property	142,010	161,449	113.7%	52.3%	1,840	3,516
88 Total	7,529,475	2,769,676	36.8%	37.8%	2,715,864	7,182,235
89						
90 Community Services (3300)						
91 Salary	788,616	296,276	37.6%	42.2%	314,952	746,221
92 Benefits	233,504	81,606	34.9%	42.0%	92,039	219,166
93 Purchased Serv	20,000	9,392	47.0%	30.8%	4,627	15,025
94 Supplies/Util	110,500	44,737	40.5%	33.7%	28,672	85,198
95 Property	15,000	8,783	58.6%	5.1%	493	9,677
96 Other Objects	10,550	2,330	22.1%	22.5%	2,052	9,124
97 Desig. Fund Bal						
98 Total	1,178,170	443,124	37.6%	40.8%	442,836	1,084,412
99 Total Expenditures	142,945,320	51,163,354	35.8%	35.7%	47,280,685	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	51,163,354	35.79%	35.7%	47,280,685	132,274,421
105						

**MONTHLY FINANCIAL REPORT
NOVEMBER 30, 2025**

	ENDING NOVEMBER 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	2,716,966	59.7%	48.5%	2,483,443	5,116,742
110							
111	Other						
112	Total Revenue	4,553,039	2,716,966	59.7%	48.5%	2,483,443	5,116,742
113	EXPENDITURES:						
114	Purchased Services	750,000	191,099	25.5%	28.0%	121,352	433,895
115	Supplies	2,860,000	1,516,495	53.0%	25.4%	1,049,844	4,127,283
116	Equipment/Property	40,000	0	0.0%	100.0%	12,370	12,370
117	Desig/Other/Adm	250,000	73,421	29.4%	0.0%	85,433	-
118	Total Expenditures						
119	School Activity	3,900,000	1,781,015	45.7%	27.7%	1,268,999	4,573,548
120	DEBT SERVICE FUND (31)						
121							
122	REVENUE:						
123	Property Tax	3,451,030	308,068	8.9%	6.4%	240,892	3,752,524
124	Interest	350,000	193,700	55.3%	31.7%	160,614	506,821
125	Other						
126	Total	3,801,030	501,769	13.2%	9.4%	401,506	4,259,345
127	Beginning Bal	8,982,628	8,982,628				8,546,847
128	LESS:	3,310,750	3,234,500				3,255,250
129	Ending Balance	9,472,908	6,249,897			401,506	9,550,942
130	Funds Available						
131	EXPENDITURE:						
132	Bond Debt	3,308,250	3,234,500	97.8%	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	3,234,500	97.7%	92.8%	3,020,625	3,255,250

**MONTHLY FINANCIAL REPORT
NOVEMBER 30, 2025**

	ENDING NOVEMBER 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	891,448	4.6%	6.4%	697,060	10,858,549
140	Interest	770,000	339,921	44.1%	32.8%	307,382	937,302
141	Other	100,000	68,015	68.0%	10.2%	26,996	264,901
142	State	100,000	0	0.0%	14.5%	184,865	1,273,392
143	Federal /MBA	0	0	0.0%	0.0%	10,056	20,112
144	Ins./Prop.Recry	20,000	2,702	13.5%	0.0%	8,414	-
145	Total Revenue	20,301,054	1,302,086	6.4%	9.2%	1,234,773	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	1,302,086	0	0	1,234,773	13,354,256
150	OUTLAY						
151	Beg. Balance	29,332,972	29,332,972				22,309,148
152	Less:	27,068,700	5,301,054				11,193,670
153	Ending Balance	22,565,326	25,334,003				24,469,734
154	Capital Outlay Funds						
155	available						

**MONTHLY FINANCIAL REPORT
NOVEMBER 30, 2025**

ENDING NOVEMBER 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	163,088	0.0%	0.0%	202,881	-
159 Purchased Services	4,658,200	272,150	5.8%	0.0%	6,000	384,332
160 Technology/Software	2,750,000	317,298	11.5%	149.9%	294,919	1,256,222
161 Improvement			0.0%	0.0%		-
162 Buildings Maint	3,800,000	1,244,472	32.7%	84.6%	1,883,654	2,226,630
163 Vehicles/Buses	1,500,000	1,334,269	89.0%	0.0%	-48,410	1,691,400
164 Furniture/Equip	1,600,000	84,543	5.3%	0.0%	478,154	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	3,255,231	21.1%	29.7%	2,614,318	8,798,245
168 Other/Portables	0		0.0%	0.0%	281,757	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	81,848	54.6%	111.3%	127,950	114,991
172 HS Athletic Facilities	250,000	0	0.0%	0.0%		-
173 Property/Other	250,000	140,586	0.0%	0.0%		-
174 Total Construction	650,000	222,434	34.2%	76.9%	384,468	499,781
175 Desig. F Bal				0.0%		-
176 MBA/Bond Fee/Fund 50	11,010,500	1,660,302	15.1%	0.0%	1,670,509	1,895,644
177 Other	0	0	0.0%	0.0%	0	-
178 TOTAL EXPENDITURES	11,010,500	1,660,302	15.1%	0.0%	0	-
179 CAPITAL OUTLAY	27,068,700	5,301,054	19.6%	43.5%	4,872,175	11,193,670
180						

MONTHLY FINANCIAL REPORT
NOVEMBER 30, 2025

	ENDING NOVEMBER 2025	2025-26	2025-26	Currt Bud vs Actual	Prev Bud vs Actual	2024-25	2024-25
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed:			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	450,975	34.7%	29.8%	453,015	1,521,093
185	State	900,000	185,920	20.7%	13.7%	194,240	1,417,063
186	Federal	2,500,000	631,443	25.3%	27.5%	725,032	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	5,453,499	116.0%	24.9%	1,372,286	5,515,780
190	Beg. Balance	3,360,389	3,360,389			5,133,182	5,371,320
191	Less:	6,142,981	1,910,950				5,383,685
192	Ending Balance	8,060,389	8,813,888			6,505,468	5,133,182
193	School Food Service Funds						
194	available	8,060,389	8,813,888	109.3%	126.7%	6,505,468	5,133,182
195	EXPENDITURES:						
196	Salaries	2,018,331	690,139	34.2%	32.7%	659,627	2,018,213
197	Benefits	610,650	182,960	30.0%	34.1%	190,076	557,845
198	Food/Supplies	3,009,000	927,632	30.8%	36.4%	951,493	2,610,555
199	Equipment	100,000	104,509	104.5%	136.2%	134,192	98,507
200	Other Costs	80,000	5,710	7.1%	19.9%	19,606	98,564
201	Dir/Indirect Costs	325,000	0	0.0%	0.0%	0	-
202	TOTAL EXPENDITURES SCHOOL						
203	FOODS	6,142,981	1,910,950	31.1%	36.3%	1,954,994	5,383,685
204							

MONTHLY FINANCIAL REPORT
NOVEMBER 30, 2025

ENDING NOVEMBER 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	206,549	41.3%	44.0%	245,359	557,267
209 Available Revenue	500,000	206,549	41.3%	49.3%	245,359	497,352
210 EXPENDITURE:						
211 Expenses	475,000	176,386	37.1%	47.0%	202,800	431,084
212 Changes/Desg Fund Bal						-
213 TOTAL EXPENDITURE	475,000	176,386	37.1%	47.0%	202,800	431,084
214						
215 Agency Fund (76)						
216						
217 REVENUE:						
218 Agent Services	80,000	68,781	86.0%	95.9%	66,154	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	68,781	86.0%	95.9%	66,154	69,013
224 EXPENDITURE:						
225 Instruction	10,000		0.0%	13.4%	170	1,269
226 NUCC	25,000	29,421	117.7%	60.7%	14,004	23,070
227 Other	3,000	1,715	57.2%	33.7%	1,045	3,101
228 Changes/Desg Fund Bal	0	0	0.0%	0.0%		
229 TOTAL EXPENDITURES						
230 AGENCY FUND	38,000	31,135	81.9%	55.5%	15,218	27,440
231						
232						
233		SUMMARY			SUMMARY	
234						
235 GRAND TOTAL FUNDS AVAILABLE						
236 ALL FUNDS	156,735,856	58,638,852	37.4%		58,960,262	
237 GRAND TOTAL EXPENDITURE						
238 ALL FUNDS	183,880,751	63,598,394	34.6%		58,615,497	

POLICY 1222

Naming of Facilities

- A. The Board of Education reserves the right and accepts the responsibility to name all new buildings and to rename existing buildings as they deem necessary. The name for any new facility or the renaming of any existing facility must be approved by the Board of Education by a majority vote.
- B. Gifts valued at \$1,000,000 or more ~~and constitute 20% or more of the total value of a new school~~ may be recognized by naming the school for the donor or the donor's designee under the following conditions:
1. The donor is the largest single contributor to the project.
 2. The Board has not already committed to name the school for a previously qualifying donor.
 3. The person for whom the school is named is a well-respected individual whose name will lend dignity and status to the school or facility.
 4. The name will not cause confusion because the name is similar to another previously named school in the District.
- C. Gifts valued at \$250,000 or more and constitute more than ~~20%~~ 210% of the project which facilitate capital improvements at an existing school or District-owned building or the partial construction of a new section of a new building including auditoriums, field houses, stadiums, media centers, computer labs, science centers, etc., may be recognized naming the improvement for the donor or the donor's designee under the following conditions:
1. The donor is the largest single contributor to the project.
 2. The Board has not already committed to name the school for a previously qualifying donor.
 3. The person for whom the school is named is a well-respected individual whose name will lend dignity and status to the school or facility.
 4. The name will not cause confusion because the name is similar to another previously named school in the District.

- D. Gifts valued at \$25,000 - \$250,000 toward capital improvements may be recognized with plaques or other appropriate memorials at the location where the gift is used.
1. The gift must make a significant difference to the educational system.
 2. The gift must help achieve a goal established by the school or other educational entity.

POLICY 2217

Transportation – Requests for Field Trips/Activity

- A. Field trips and other off-campus activities requiring transportation may be granted upon request to the principal or designee. The individual school principal requesting such bus transportation will be responsible to arrange payment for each bus used at the rate established by the superintendent. Permission is given for principals to charge students for the use of buses or to raise transportation funds by other means subject to state law and district policies concerning such charges or fund raising. (Reference [Policy 5230 Student Fees/Fee Waiver, Fines, and Charges](#) and [Policy 5320 Student Travel](#))

[Utah Admin. Rules R277-600-6](#)

- B. In accordance with State Risk Management guidelines, only students participating in the field/activity trip event are allowed in the bus. Any others must receive written permission from the Superintendent or a designee. Students riding a bus to such an 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 to the principal or a designee prior to the departure time.
- C. It is mandatory that at least one school employee adult-supervisor, in addition to the bus driver, accompany all school groups transporting students on all field trips or activity-type trips. The adult supervisor is responsible for the orderly conduct of the students.
- D. The District shall, for a volunteer who will be given unsupervised access to a student in connection with the volunteer's assignment, collect personal identifying information including: current name, former names, nicknames and aliases, date of birth, address, telephone number, driver license number or other government issued identification number, social security number and fingerprints and submit that personal identifying information to the Bureau of Criminal Identification within the Department of Public Safety. The District may not require the volunteer to pay a fee.
- E. In conjunction with the Emergency School Bus Accident Procedure, the school or responsible adult in charge of the field/activity trip will provide a list of names and emergency phone numbers for all passengers boarding the bus. The list will be checked by the adult in charge each time the passengers re-enter the bus to assure that all the passengers are present. The passenger list will be retained by the driver and submitted with the trip request to the Transportation office at the end of the month. Failure to provide a passenger list will result in the cancellation of the trip.
- F. Waiver slips are necessary for transporting students on off-campus trips.

1. Bus drivers must not drive a bus more than ten (10) hours per day or be on duty more than 15 hours in a 24-hour period. Field/activity trips that have not returned back to the district by midnight should plan to stay the night at their location, so the driver is not driving fatigued.
2. On overnight trips, bus drivers may not share a room with students or other school personnel nor serve as a chaperone for students. The cost of housing and meals, for the bus driver are included in the cost of the bus and are the responsibility of the school/organization requesting the trip.
3. The use of no more than 2 district white fleet vehicles, such as a suburban, van, car, etc., may be used for smaller groups with written permission of the principal or superintendent in advance. All employees and students riding in a district white fleet vehicle are required to wear a seatbelt. There must be enough seatbelts in the vehicle for every person.
4. District white fleet vehicles may only be driven by a Box Elder School District employee who has completed and has a current Utah Risk Management Driver Training Certification on file with the Transportation Office.
5. Students who participate in UHSAA activities at a high school and attend another school may be provided transportation to the school during the established season for the sport or activity they are participating in.
6. Students will not be allowed to ride in a District bus or District white fleet vehicle, to another school to participate, attend, or practice in non-district sponsored activities.

POLICY 3023

Educator Induction, Mentoring, and Professional Learning

A. Educator Induction Program

1. The District and each school shall develop an educator induction program for educators who are: licensed as associate educators, licensed as professional educators and have less than 3 years of experience teaching in Box Elder School District, and licensed under District-specific licensure during the first 3 years of working in the District. The induction program shall provide for:
 - a. A plan for on-going support and development of an educator, which may include reflective goal setting, implementation of action steps, and evaluation of outcomes that lead to refinement in instructional practice.
 - b. Assistance in meeting the Utah Educator Standards ([Utah Admin. Rules R277-330](#)).
 - c. Mentoring (including observation and feedback beginning early in the program).
 - d. Evaluation consistent with [Policy 3047 Education Evaluation](#), including observation and feedback from the principal.
 - 1) For associate educators, support in meeting the requirements for a professional educator license.

[Utah Admin. Rules R277-308-3 \(April 9, 2024\)](#)

B. Mentoring for Provisional Educators

1. The principal or immediate supervisor of a provisional educator shall assign a mentor for the provisional educator. Mentors serving educators in the District's educator induction program must have received or will receive training in mentoring educators. Where possible, the mentor shall be a career educator with at least three years of experience and performing substantially the same duties as the provisional educator. The mentor shall assist the provisional educator to become effective and competent in the teaching profession and school system, including the Utah Effective Educator Standards. A mentor may not act as the evaluator of an educator that the mentor is assigned to serve. An educator serving as a mentor may receive compensation for mentoring services in addition to the educator's regular salary.

[Utah Code § 53G-11-509 \(2024\)](#)

[Utah Code § 53G-11-520\(13\) \(2024\)](#)

C. Learning Opportunities for Professional Educators

1. Each year, each District employee holding a professional educator license shall be provided professional learning opportunities which upon completion would enable the employee to complete the equivalent of 20 license renewal hours as defined by [Utah Administrative Rules R277-302-7](#), including trainings required by state law or State Board of Education rule. The District shall maintain documentation of these professional learning activities or shall provide the documentation to the employee. If an employee does not participate in these activities, the District shall notify the employee and the State Superintendent that the employee is not eligible to use the simplified license renewal provisions provided under [Utah Administrative Rules R277-302-4\(1\)\(a\)](#).

[Utah Admin. Rules R277-302-6 \(May 8, 2024\)](#)

D. Professional Learning Standards

1. Professional learning” means a comprehensive, sustained, and evidence-based approach to improving teachers’ and principals’ effectiveness in raising student achievement. “Evidence-based” means that a strategy (not including reading software) demonstrates a statistically significant effect, of at least a 0.40 effect size, on improving student outcomes based on either strong evidence from at least one well-designed and well-implemented experimental study (as further defined by the State Board of Education) or moderate evidence from at least one well-designed and well-implemented quasi-experimental study (as further defined by the State Board of Education). “Evidence-informed” means that a strategy is developed using high-quality research outside of a controlled setting in the given field (as further defined by the State Board of Education) and includes strategies and activities with a strong scientific basis for use (as further defined by the State Board of Education). Professional development plans shall implement high quality professional learning which meets the following standards:
 - a. It occurs within learning communities committed to continuous improvement, individual and collective responsibility, and goal alignment;
 - b. It requires skillful leaders who develop capacity, advocate for professional learning and create support systems for professional learning;
 - c. It requires prioritizing, monitoring, and coordinating resources for educator learning;

- d. It uses a variety of sources and types of student, educator, and system data to plan, assess, and evaluate professional learning;
- e. It integrates theories, research, and models of human learning to achieve its intended outcomes;
- f. It applies research on change and sustains support for implementation of professional learning for long-term change;
- g. It aligns its outcomes with:
 - 1) Performance standards for teachers and school administrators as described in rules of the State Board of Education and
 - 2) Performance standards for students as described in the core standards for Utah public schools adopted by the State Board of Education; and
- h. It incorporates the use of technology in the design, implementation, and evaluation of high-quality professional learning practices and includes targeted professional learning on the use of technology devices to enhance the teaching and learning environment and the integration of technology in content delivery; and
- i. It uses evidence-informed core materials and evidence-based instructional practices and intervention materials.

[Utah Code § 53G-11-303\(1\), \(2\) \(2023\)](#)

E. State-Funded Professional Development

1. “Paid professional hours” means hours outside of an educator’s contracted hours which are “qualifying time.” “Qualifying time” includes the hours spend engaged in professional learning, including time engaged in the professional learning and time spent traveling for the professional learning. “Qualifying time” does not include time spent outside of the professional learning environment or between the professional learning activities or sessions once the professional learning has ended for the day.

[Utah Code § 53F-7-203\(1\) \(2024\)](#)

2. The District shall use the funding provided by the State Board of Education under [Utah Code § 53F-7-203](#) to provide paid professional hours to the following educators: general education teachers, special education teachers, counselors, school administrators, school specialists, student support staff, school psychologists, speech language pathologists, and audiologists. The funds may only be used for

~~educator salary and benefits and may not be used to cover indirect costs~~ the costs authorized in [Utah Code § 53F-7-203](#) and for the types of activities which are set forth below.

[Utah Code § 53F-7-203\(2\) \(2024\)](#)
[Utah Admin. Rules R277-629-3\(3\) \(August 7, 2024\)](#)

3. The paid professional hours provided with this state funding shall provide educators with the knowledge and skills necessary to enable students to succeed in a well-rounded education and to meet the challenging state academic standards and may include activities that
 - a. Improve and increase an educator's:
 - 1) Knowledge of the academic subjects the educator teaches;
 - 2) Time to plan and prepare daily lessons based on student needs;
 - 3) Understanding of how students learn; and
 - 4) Ability to analyze student work and achievement from multiple sources, including how to adjust instructional strategies, assessments, and materials based on the analysis;
 - b. Are an integral part of broad school-wide and District-wide educational improvement plans;
 - c. Allow personalized plans for each educator to address the educator's specific needs identified in observation or other feedback;
 - d. Advance educator understanding of:
 - 1) Effective and evidence-based instructional strategies; and
 - 2) Strategies for improving student academic achievement or substantially increasing the knowledge and teaching skills of educators;
 - e. Are aligned with, and directly related to, academic goals of the school or District;
 - f. as determined between an educator and principal, use qualifying time for professional learning that follows a comprehensive evidence-based approach to improving an educator's effectiveness in raising student achievement including trainings, conferences, seminars, workshops, and coursework that is not related to requirements for a degree from an institution of higher education; and

- g. Include instruction in the use of data and assessments to inform and instruct classroom practice.
- h. Paid professional hours may also include expenses an educator incurs for professional learning, including registration fees, travel related expenses at the allowable rates established by the Division of Finance under [Utah Code § 63A-3-106](#) and [Utah Code § 63A-3-107](#), required materials, and hourly pay for qualifying time equivalent to the educator's contracted hourly rate in the most recent school year.

[Utah Code § 53F-7-203\(4\) \(2024\)](#)

- 4. Each educator who desires to use paid professional hours funded by the State Board of Education shall:
 - a. On or before September 30, create a plan in consultation with the educator's principal on how the educator plans to use the paid professional hours; and
 - b. Before the end of a given fiscal year, provide a written statement to the educator's principal of how the educator used the paid professional hours.
- 5. If an educator begins employment after September 30, the educator may still qualify for paid professional hours. The paid professional hours may be prorated according to the portion of the school year that the educator is employed.

[Utah Code § 53F-7-203\(5\) \(2024\)](#)

[Utah Admin. Rules R277-629-3\(3\)\(c\) \(August 7, 2024\)](#)

POLICY 3098

Employee Surveys

A. Definition

1. For purposes of this policy, “educator” means a general education classroom teacher, a preschool teacher, a special education teacher, a school-based administrator, or a school-based specialist.

[Utah Admin. Rules R277-325-2\(1\) \(February 7, 2025\)](#)

B. Administration of Engagement Survey

1. ~~Beginning with the 2019-2020 school year and a~~At least every other year thereafter, all educators in the District shall be requested to complete the Utah State Board of Education Model Public Education Engagement Survey through an online provider approved by the State Board of Education or a provider approved by the District. ~~If the District administers a school climate survey, the~~ survey shall be administered in alternating years with the school climate survey.

[Utah Admin. Rules R277-325-4\(1\) \(February 7, 2025\)](#)

2. If the District administers the survey through a provider other than one approved by the State Board of Education, the District shall provide the data from the surveys to the State Superintendent each year by June 30 in the manner required by the State Superintendent.
3. The survey shall be administered so as to allow each educator to remain anonymous and shall ask the educator to identify the educator’s school district. The survey may ask the educator to voluntarily identify the educator’s school and may ask the educator to provide basic nonidentifying demographic data as requested by the State Superintendent. The District may also include additional questions along with the required survey questions. The survey may not request the educator’s CACTUS ID number.

[Utah Admin. Rules R277-325-4\(4\), \(6\)\(a\) \(February 7, 2025\)](#)

C. Administration of Exit Survey

1. At the time of separation from employment, the District shall request all educators who leave employment with the District to complete the Utah State Board of

Education Model Public Education Exit Survey through an online provider approved by the State Board of Education or through a provider approved by the District.

[Utah Admin. Rules R277-325-4\(3\) \(February 7, 2025\)](#)

2. If the District administers the survey through a provider other than one approved by the State Board of Education, the District shall provide the data from the surveys to the State Superintendent each year by June 30 in the manner required by the State Superintendent.

[Utah Admin. Rules R277-325-4\(3\) \(February 7, 2025\)](#)

D. Confidentiality of Survey Information

1. All District staff are prohibited from identifying survey participants or to attempting to identify survey participants. Survey results shall be provided only to the Superintendent and the Superintendent's designee or designees. Data from answers to any additional District questions added to the model surveys shall be disseminated only as directed by the Superintendent.

[Utah Admin. Rules R277-325-4\(5\), \(6\)\(a\) \(February 7, 2025\)](#)

E. Access to Model Surveys

1. The USBE model surveys can be obtained at the Utah State Board of Education offices and online at:

<https://schools.utah.gov/administrativerules/documentsincorporated>

[Utah Admin. Rules R277-325-3\(2\) \(February 7, 2025\)](#)

Policy 3208

ESP: Fringe Benefits and Leave of Absence

A. Sick Leave Days

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

B. Unused Sick Leave on Resignation

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

C. Life Insurance

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

2) Reductions also apply if:

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

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

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

D. Benefits Due Surviving Spouse of a Deceased District Employee

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

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

E. Vacation

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

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

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

F. Unused Vacation Upon Voluntary Termination

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

G. Holidays

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

H. Paid Non-Working Days

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

I. Yearly Calendar

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

J. Health and Accident Insurance

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

K. Health and Accident Insurance - Dual Coverage

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

L. District Activity Card

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

M. Natatorium Pass for Voucher Employees

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

N. Training of ESP Employees

1. The District will establish an annual training fund of \$2,000 to pay tuition and fees related to special training and workshops for ESP employees. A committee of ESP Professionals will be established to allocate these funds. Unused funds will be rolled from one year to the next with a maximum accrual of \$10,000. The ESP Association will provide the curriculum department with a list of suggested training topics and estimated number of attendees. Upon request, to the personnel office will provide a financial statement of the ESP training fund.

O. Travel Stipend

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

P. Employee Recognition Program

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

Q. ESP Website

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

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

1. Sick Leave for Personal Illness
 - a. In the event an employee is compelled to be absent from assignment because of personal illness, including pregnancy, mental illness injury, (except those caused by act of war or aggression) or quarantine where such isolates the individual, a sick leave benefit is allowed.

2. Sick Leave Bank

a. Purpose

- 1) The purpose of the sick leave bank is to provide employees with additional paid sick leave days beyond what they have accumulated in their personal accounts to cover catastrophic situations that are the result of serious illnesses or accidents that require the employee to be absent from work.

b. Participants in the Sick Leave Bank

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

c. Accessing the Benefit

- 1) Participating members qualify for application if due to an illness or injury to them, their spouse or a dependent child living within their immediate household.
- 2) Members must submit a written request for use of the Bank days, accompanied by a detailed letter from their attending physician certifying that they are unable to fulfill their contractual obligations and explain the medical reasons, along with a projected recovery date and the number of sick leave days requested to the District's Personnel Secretary. The District's Personnel Secretary will call a meeting of the Sick Leave Bank Committee to determine the eligibility of the request.
- 3) An ESP employee must use at least 25 leave days (paid and/or unpaid days) for the same illness prior to receiving Sick Leave Bank Benefits.
- 4) An employee can draw a maximum of 75 days each school year from the bank.

- 5) Members who use the Sick Leave Bank will not be required to replace such days except as a regular contributing member.
- 6) The Sick Leave Bank is considered to be an employee's program permitted by the District. Decisions associated with the program are made by the Sick Leave Bank Committee. Decisions of the Committee will be by a 2/3 majority vote. The decisions of the Committee are considered to be final.
- 7) The Sick Leave Bank will not allocate more days than is in the bank.

d. Sick Leave Bank Committee

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

S. Family Illness

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

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

T. Extended Illness

1. In cases where the accumulated sick leave days of an employee do not adequately care for the sick leave needs of that employee, the Board may, in extreme hardship cases, and upon written request of the employee, grant an extension of the sick leave benefits to said employee to carry over the period of dire need.
2. Accumulated sick leave will be granted for extended illness of an employee to the end of the school year in which the illness occurs. At that time, a determination will be made as to the severity of the illness and/or the ability of the employee to

continue employment. If the employee is unable to begin the next school year and qualifies for disability retirement or can retire under the provisions of the [Utah State Retirement Act](#) and/or Social Security, the employee will be required to apply for these benefits. The District will pay the salary difference between these benefits and the daily salary amount an employee would receive under normal circumstances for the number of sick leave days accumulated.

U. Misuse of Sick Leave

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

V. Bereavement

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

W. Personal Leave

1. Employees have a contracted obligation to fulfill their assigned duty for a specified number of days each year.
2. Personal leave is a privilege employees are given to take care of personal and emergency situations which must be accomplished during the work day. Each ESP employee in the District who does not qualify for vacation will be granted three days personal leave per year accumulative to 10 days. Employees who are granted vacation days will be granted one day personal leave per year accumulative to 10. If on June 30, the three days or one day personal leave

granted the employee causes accumulated personal leave to exceed the 10, the employee will be paid at one-half their current daily rate of pay for each day exceeding 10.

3. Whenever an employee asserts the option to take personal leave, the employee must notify the supervisor or principal.
4. Limitations may be imposed by the principal/supervisor on the number of employees who are allowed to take personal leave on any given day.
5. Upon retirement up to 10 days of accumulated personal leave for ESP employees who do not earn vacation may be transferred to sick leave prior to determining retirement benefits.
6. Converting sick leave to personal leave
 - a. An ESP employee with a minimum of 25 accumulated sick days (or hourly equivalent) may make a request to convert up to five days per year to personal leave.
 - b. An ESP employee with less than 25 accumulated sick days (or hourly equivalent) may make a request to convert up to 3 days per year to personal leave.
 - c. To convert sick leave to personal leave an ESP employee must provide a written explanation explaining the need (email is fine) to the Executive Director of Personnel. These converted sick leave days cannot be returned to the educator's sick leave account.

X. Leave of Absence – Without Pay

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

Y. Military Leave

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

Z. ~~Maternity Leave~~ **Illness Due to Pregnancy**

1. Illness due to pregnancy of an employee shall be regarded as is any other illness and shall be covered in the Sick Leave section above.

AA. Parental Leave

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

BB. Association Leave

1. The Box Elder ESP Employees Association may request leave, not to exceed 10 days per year, for employees to be absent from their assignment to conduct Association Business when it is deemed such leave would directly benefit education within the District, and is approved by the Superintendent.
 - a. Request for Association Leave shall be submitted in writing clearly stating the purpose of the leave to the Superintendent. The final approval regarding requests for leave shall be made by the Superintendent or designee. Association Representative(s) will be notified of the decision. Requests should be submitted in adequate time to facilitate the approval process. All requests and notifications of approval will be documented and maintained in the Superintendent's office.
 - b. The Superintendent or designee shall supervise employees on paid Association Leave.
 - c. All paid Association Leave shall be reported to and accounted for through the District's leave accounting system. This accounting shall include the costs and expenses of paid Association Leave.
 - 1) The first 10 days annually of Association Leave directly benefiting education within the District shall be paid out of District funds.
 - 2) Paid leave in excess of 10 days annually shall be reimbursed at the substitute wage rate to the District by the Association.

- 3) Association Leave for activities that do not provide direct benefit to education in the District shall be unpaid leave.
 - d. Employees using Association Leave may not engage in political activity including:
 - 1) Actively campaigning for candidates for public office in partisan and non-partisan elections; and
 - 2) Fundraising for political organizations, political parties, or candidates.
 - e. Any willful violation of this Policy may be used for disciplinary action.
 2. The Box Elder Educational Support Professionals Employees Association (BEESPA) President shall have six days per trimester of released time for the purpose of conducting Association business. The substitute will be paid for by the Box Elder ESP Employees Association. All reporting, accounting, and other restrictions in AA.1. above apply to this section also.
- CC. Leave Without Pay
1. Employees that qualify for leave benefits are expected to act in a professional manner by consulting with their supervisor when they have used all their appropriate leave. In order to take Leave Without Pay, approval from the direct supervisor/administrator is required with ample notice to adequately meet the needs of the students and school/department due to the absence.
 2. For employees that don't qualify for leave benefits, it is expected that absences not exceed 10% (1 to 2 days) each month. Approval from the direct supervisor/administrator is required with ample notice to adequately meet the needs of the students due to the absence.
 - a. If attendance exceeds the 1 to 2 days each month amount, corrective action may result for neglect of duty.
 3. If the Leave Without Pay is not approved, the employee may appeal to the Superintendent or designee.
 4. Direct Supervisors/Administrators will communicate with the person who is responsible for putting leave into the District's leave accounting system when a Leave Without Pay is approved.

DD. Reporting Absences

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

Policy 4066

Curriculum: Religious Neutrality

A. Constitutional Freedom in Public Schools

1. Any school in the District, in accordance with State Board of Education policy, may undertake any instructional activity, performance or display which includes examination of or presentations about religion, political or religious thought or expression, or the influence thereof on music, art, literature, law, politics, history or any other element of the curriculum, including the comparative study of religions, provided it is **consistent with [Utah Code § 53G-10-206](#) and is** designed to achieve academic educational objectives included within the context of a course or activity and conducted in accordance with applicable rules or policies of this District.

[Utah Code § 53G-10-202\(1\) \(2023\)](#)

[Utah Code § 53G-10-206 \(2024\)](#)

2. No aspect of cultural heritage, political theory, moral theory, or societal value shall be either included within or excluded from school curricula for the primary reason that it affirms, ignores, or denies religious belief, religious doctrine, a religious sect, or the existence of a spiritual realm or supreme being.

[Utah Code § 53G-10-202\(2\) \(2025\)](#)

3. **American history and heritage documents may not be excluded from study or censored due to their religious or cultural nature.**

[Utah Admin. Rules R277-475-3\(4\) \(August 7, 2024\)](#)

B. Religious Neutrality

1. School officials and employees may not use their positions to endorse, promote, or disparage a particular religious, denominational, sectarian, agnostic, or atheistic belief or viewpoint. District schools may not sponsor or deny the practice of prayer or religious devotionals.

[Utah Code § 53G-10-202\(3\), \(4\) \(2025\)](#)

C. Participation Waivers

1. A student may refrain from participation in any aspect of school that violates a religious belief or right of conscience of the student.
2. A student's parent may waive the student's participation in any aspect of school that violates the student's or the student's parent's religious belief or right of conscience.
3. A student may not be penalized or discriminated against for refraining from participation due to the student or student's parent's religious belief or right of conscience.
4. A student may not be required or incentivized to affirm or deny the religious belief or right of conscience of the student or the student's parent. When a student refrains from participation, the school shall promptly notify the student's parent.
5. The school may offer an alternative that does not violate the student's or the student's parent's religious belief or right of conscience but may not require the student or student's parent to explain, defend, or justify the religious belief or right of conscience.

[Utah Code § 53G-10-205 \(2023\)](#)

D. Expressions of Belief

1. Expression of personal beliefs by a student participating in school-directed curricula or activities may not be prohibited or penalized unless the expression unreasonably interferes with order or discipline, threatens the well-being of persons or property, or violates concepts of civility or propriety appropriate to the school setting.
2. Limitations on student expression, practice, or conduct shall be by the least restrictive means necessary to satisfy the school's interests or to satisfy another specifically identified compelling governmental interest.

[Utah Code § 53G-10-203\(1\), \(3\) \(2023\)](#)

E. Expressions of Belief During Discretionary Time

1. Free expression of voluntary religious practice or freedom of speech by students during discretionary time, (non-instructional time during which a student is free to pursue personal interests), shall not be denied unless:
 - a. The conduct unreasonably interferes with the ability of school officials to maintain order and discipline;
 - b. Unreasonably endangers persons or property; or,
 - c. Violates concepts of civility or propriety appropriate to the school setting.
2. Any limitation under this section on student expression, practice, or conduct shall be by the least restrictive means necessary to satisfy the school's interests or to satisfy another specifically identified compelling governmental interest.

[Utah Code § 53G-10-203\(2\), \(3\) \(2023\)](#)

POLICY 4102

Grading: Grades K-7

A. Grading

1. Student work and assessments will be based on standards from the Utah State Curriculum.
2. Scores on report cards reflect what students know and are able to do in relation to content standards.
 - a. Teachers will provide students with multiple opportunities to demonstrate proficiency.
3. Student proficiency is measured in a variety of ways including projects, reports, tests, observations, discussions and performance tasks.
4. Extra credit will not be included in the proficiency score. Additional opportunities for all students to demonstrate **increased** proficiency will be provided through extensions and remediation.
5. Proficiency scores will be based on the Box Elder School District Elementary Grading scale.
6. Life skills, such as attendance, behavior, and work completion, are an essential part of the educational process. They are reported separately from content proficiency.
7. **Extra credit will not be included in the proficiency score.**

B. Reporting

1. Report cards will be issued a minimum of three times each school year.
2. Student proficiency data will be updated weekly using the electronic grade book.
3. Students and parents will be informed as soon as possible when a student's academic performance, citizenship, or behavior becomes unsatisfactory or shows a marked or sudden decline.

C. Interventions

1. Interventions (re-teaching) will be provided when a student performs below proficiency.
2. When intervention opportunities are provided within the school day, identified students will be required to participate.

D. Homework

1. See Box Elder School District [Policy 4100 Homework](#).

POLICY 4104

Grading: Packet Credit

A. Definitions

1. The following definitions apply within this policy:
 - a. "Grade replacement" means credit a student earns by retaking a teacher-led course for a letter grade to improve a previous grade, which
 - 1) may raise the student's grade point average if the new grade is higher, and
 - 2) replaces the lower grade on the student's transcript.
 - b. "Original credit" means credit a student earns through the successful completion of a course for the first time.
 - c. "Packet" means a collection of instructional materials and assessments used to receive credit through the packet method.
 - d. "Packet method" means an educational approach where:
 - 1) a high school student receives a collection of instructional materials from the District or an institution or organization;
 - 2) the high school student works through the materials independently with minimal or no direct instruction from a teacher; and
 - 3) assessment is primarily based on completion of assignments within the instructional materials.
 - e. "Replacement credit" means a pass-fail credit a student earns for a course the student did not pass or complete, which
 - 1) does not affect the student's grade point average and
 - 2) allows the student to fulfill high school graduation requirements.
 - f. "Student" means an individual enrolled in the District in grade 9, 10, 11, or 12.

[Utah Code § 53E-3-501\(7\)\(a\) \(2025\)](#)

B. Packet Credit

1. A student may receive graded original credit or replacement credit through the packet method. To qualify for original credit or replacement credit, the packet must
 - a. meet the standards established by the Utah State Board of Education and
 - b. must either be recommended by the State Board of Education or be approved by the District as provided in [Policy 4016 Evaluation and Selection of Instructional Material](#).

[Utah Code § 53E-3-501\(7\)\(b\) \(2025\)](#)
[Utah Code § 53G-4-402\(27\)](#)

2. Students may not use the packet method for grade replacement. (The process and requirements for grade replacement are set forth in Policy 4115 Course Grade Replacement.)

[Utah Code § 53E-3-501\(7\)\(c\) \(2025\)](#)

3. The District shall assign a distinct course name and number for credit earned through the packet method to easily identify such credit on a student transcript. The District shall also track and record the number of packets used each school year to award original or replacement credit.

[Utah Code § 53E-3-501\(7\)\(f\) \(2025\)](#)

POLICY 4105

Sex Education

A. The following definitions apply in this policy:

1. "Curriculum materials review committee (committee)" means a committee formed at the District or school level, as determined by the Board of Education, that includes parents, health professionals, school health educators, and administrators, with at least as many parents as school employees. The membership of the committee shall be appointed and reviewed annually by August 1 of each year by the Board, shall meet on a regular basis as determined by the membership, shall select its own officers and shall be subject to the Utah Open and Public Meetings Act.
2. Sex education instruction or instructional programs" means any course material, unit, class, lesson, activity or presentation that, as the focus of the discussion, provides instruction or information to students about sexual abstinence, human sexuality, human reproduction, reproductive anatomy, physiology, pregnancy, marriage, childbirth, parenthood, contraception, HIV/AIDS or other sexually transmitted diseases, or refusal skills. While these topics are most likely discussed in such courses as health education, health occupations, human biology, physiology, parenting, adult roles, psychology, sociology, child development, and biology, this rule applies to any course or class in which these topics are the focus of discussion.
3. "Refusal skills" means instruction
 - a. in a student's ability to clearly and expressly refuse sexual advances (by a minor or by an adult),
 - b. in a student's obligation to stop the student's sexual advances if refused by another individual,
 - c. informing a student of the student's right to report and seek counseling for unwanted sexual advances,
 - d. in sexual harassment, and
 - e. informing a student that a student may not consent to criminally prohibited activities or activities for which the student is legally prohibited from giving

consent, including the electronic transmission of sexually explicit images by an individual of the individual or another.

4. "Maturation education" means instruction and materials used to provide fifth grade students with age appropriate, medically accurate information regarding the physical and emotional changes associated with puberty, to assist in protecting students from abuse and to promote hygiene and good health practices.
5. "Medically accurate" means verified or supported by a body of research conducted in compliance with scientific methods and published in journals that have received peer review and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, ~~such as the American Medical Association.~~

[Utah Admin. Rules R277-474-2 \(July 8, 2025\)](#)

[Utah Code § 53G-10-402\(1\) \(2025\)](#)

[Utah Code § 53G-10-403 \(2019\)](#)

B. Sex Education Instruction Requirement

1. Subject to parental permission, a student shall receive sex education instruction on at least two occasions during the period that begins with the beginning of grade 8 and ends with the end of grade 12.

[Utah Code § 53G-10-402\(3\)\(a\) \(2025\)](#)

C. Parental Notification and Permission Form Required for Participation

1. Students may not participate in any sex education instruction or instructional program unless, before the student's participation, the school has on file for that student a completed parental notification form relating to that specific instruction or program which indicates that the student's parent authorizes the student to participate. The form shall
 - a. explain a parent's right to review proposed curriculum materials in a timely manner.
 - b. request the parent's permission to instruct the parent's student in identified course material related to sex education or maturation education,

- c. allow the parent to exempt the parent's student from attendance from a class period where the identified sex education or maturation instruction is presented and discussed,
 - d. be specific enough to give parents fair notice of topics to be covered, and
 - e. include a brief explanation of the topics and materials to be presented and provide a time, place and contact person for review of the identified curricular materials.
2. Completed permission forms shall be maintained in the student's education records for a reasonable period.

[Utah Code § 53G-10-402\(4\)\(a\) \(2025\)](#)

[Utah Code § 53G-10-403 \(2019\)](#)

[Utah Admin. Rules R277-474-2\(8\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-474-5\(9\) \(July 8, 2025\)](#)

3. A student may refrain from participation in sex education or maturation education based on religious belief or right of conscience consistent with [Policy 4066 Curriculum: Religious Neutrality](#).

[Utah Admin. Rules R277-474-5\(11\) \(November 7, 2023\)](#)

[Utah Code § 53G-10-205 \(2023\)](#)

D. Health and Sex Education Guidelines

1. All health and sex education shall stress the importance of abstinence from all sexual activity before marriage and fidelity after marriage as methods of preventing sexually transmitted diseases. The curriculum and education shall also stress personal skills that encourage individual choice of abstinence and fidelity in marriage.
2. At no time may instruction be provided, including responses to spontaneous questions raised by students, regarding any means or methods that facilitate or encourage the violation of any state or federal criminal law by a minor or an adult.
3. ~~An educator may correct inaccurate or misleading information or answer questions raised by students consistent with the instructional materials approved under Nothing in this policy precludes an educator from responding to a spontaneous~~

~~question provided that the response is consistent with~~ this policy. Educators may also direct students to parents in these circumstances.

[Utah Code § 53G-10-402\(2\)\(b\), \(e\)\(i\) \(2025\)](#)

[Utah Admin. Rules R277-474-3\(1\)\(d\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-474-7\(4\) \(July 8, 2025\)](#)

4. The following may not be taught in District schools:
 - a. The intricacies of intercourse, sexual stimulation, or erotic behavior;
 - b. The advocacy of premarital or extramarital sexual activity; or
 - c. The advocacy or encouragement of the use of contraceptives methods or devices.

[Utah Admin. Rules R277-474-3\(1\) \(July 8, 2025\)](#)

[Utah Code § 53G-10-402\(2\)\(b\)\(iii\) \(2025\)](#)

- d. The District may, under curriculum adopted in accordance with this policy, provide instruction, **not including abortion or any abortive methods**, which includes information about contraceptive methods or devices and which stresses effectiveness, limitations, risks, and information on state law applicable to minors obtaining contraceptive methods or devices.

[Utah Code § 53G-10-402\(2\)\(b\)\(iv\) \(2025\)](#)

[Utah Admin. Rules R277-474-3\(2\) \(July 8, 2025\)](#)

E. Sexual Abuse Prevention and Awareness

1. Schools in the District may provide instruction to elementary school students on child sexual abuse and human trafficking prevention and awareness using the instructional materials approved by the State Board of Education for that purpose. However, before an individual student may receive this instruction, the student's parent must be notified in advance of the instruction and the content of the instruction and of the parent's right to have the student excused from the instruction, given an opportunity to review the instruction materials, and be allowed to be present when the instruction is delivered. A parental permission form (as outlined above) must be received for each student before that student receives the

instruction. Upon the written request of a parent, a student shall be excused from the instruction.

[Utah Code § 53G-9-207\(4\), \(5\) \(2025\)](#)

F. Instructional Staff Training and In-service

1. District staff who have responsibility for some aspect of sex education instruction in the District may include administrators, teachers, counselors, teacher's assistants, or coaches, but are not necessarily limited to those categories.
2. In their first year of service or assignment, all newly hired or newly assigned District staff who have responsibility for any aspect of sex education instruction in the District will attend a State-sponsored in-service outlining the sex education curriculum and the criteria for sex education instruction in any courses offered in the public education system.
3. All District staff who have any responsibility for any aspect of sex education instruction in the District will attend District training outlining the sex education curriculum and the criteria for sex education instruction in any courses offered in the public education system at least once every three years.

[Utah Admin. Rules R277-474-3\(5\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-474-5\(1\), \(2\) \(July 8, 2025\)](#)

G. Sex Education Curriculum Materials Review Committee

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

[Utah Admin. Rules R277-474-2\(1\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-474-5\(3\), \(4\), \(5\) \(July 8, 2025\)](#)

H. Review of Guest Presentations Relating to Sex Education

1. Before any guest speaker or guest presenter may present any information in any District course relating to sex education instruction, the speaker and presenter and the materials to be presented must have been approved by the District Sex Education Curriculum Materials Review Committee.
2. The committee shall not authorize the use of any sex education instructional program which has not been previously approved for use in the District as set forth below regarding curriculum approval.

[Utah Admin. Rules R277-474-5\(5\)\(c\), \(6\) \(July 8, 2025\)](#)

I. Adoption of District Sex Education Instructional Materials

1. The Board of Education shall approve the sex education instructional materials which will be used in the District. The Board shall request that the District Sex Education Curriculum Materials Review Committee provide recommendations regarding the sex education instructional materials to be used in the District. Such recommended materials must be medically accurate and must be consistent with the Health and Sex Education Guidelines set forth above. Following recommendations from the Review Committee, the Board shall consider whether to adopt recommended materials at a public meeting which includes a public hearing on the issue. The proposed materials shall have been made available for review by residents of the District a reasonable time in advance of the meeting. Prior notice of the meeting shall be given to parents of students who attend District schools and parents shall be given an opportunity to express their views on the materials at the meeting. If a majority of the Board members present vote to adopt the recommended materials, then the materials may be used in the District. Following adoption of the materials, a resident of the District may appeal regarding the content of the materials by submitting a written appeal to the Board which specifically explains the resident's objections or concerns regarding the materials. The Board shall refer the appeal to the District Sex Education Curriculum Materials Review Committee for recommendations regarding the response to the appeal. The Board shall review the Committee's recommendations and then determine what action, if any, is appropriate.
2. Following adoption of sex education instruction materials which have not previously been approved by the State Instructional Materials Commission, the Board shall report such adoption to the State Board of Education. That report shall provide a

copy of the materials, documentation of the adoption of the materials at the Board meeting, documentation that the materials are medically accurate, documentation of the committee recommendations, and the Board's rationale for adopting the materials.

3. The Board of Education shall annually review the decision to adopt the sex education instructional materials used in the District, and shall consider whether to continue use of those materials. The Board's review shall include data for each county that the District is located in regarding teen pregnancy, child sexual abuse, and sexually transmitted diseases and infections, and also shall include data on the number of pornography complaints or other instances reported within the District.

[Utah Code § 53G-10-402\(2\)\(g\)\(ii\), \(h\), \(8\) \(2025\)](#)

[Utah Admin. Rules R277-474-6 \(July 8, 2025\)](#)

J. Monitoring of Sex Education Instruction

1. Each school in the District shall log and track all parental or community complaints and comments resulting from student participation in sex education instruction in the school, including disposition of any complaints made. This information shall be provided to District administration monthly during the school year.
2. District administration shall compile and maintain records of parental or community complaints and comments resulting from student participation in sex education instruction in the District, including disposition of complaints, and shall provide that information to the State Superintendent upon request.

[Utah Admin. Rules R277-474-5\(10\) \(July 8, 2025\)](#)

[Utah Admin. Rules R277-474-7\(3\) \(July 8, 2025\)](#)

POLICY 4107

Testing Procedures and Standards

A. Purpose of the Policy

1. The Board adopts this policy to provide specific standards and procedures to govern handling and administration of standardized tests. The Board has determined that compliance with this policy is an essential job function of all educators and failure to abide by this policy is grounds for adverse employment action including termination.

B. Administration of Statewide Assessments

1. The District shall administer statewide assessments to all students enrolled in the grade level or course to which the assessment applies, with the following exceptions:
 - a. The student has been exempted under the procedures set forth in [Policy 4108 Testing Procedures and Standards: Exclusion from Testing](#).
 - b. A student's IEP team, English Learner team, or Section 504 accommodation plan team shall determine that student's participation in statewide assessments consistent with the Utah Participation and Accommodations Policy.

[Utah Admin. Rules R277-404-5\(1\) \(March 10, 2025\)](#)

C. District Statewide Assessment Plan

1. The District shall develop a plan to administer statewide assessments. After considering and making any appropriate changes, the District shall provide assurance that it has met the plan to the State Superintendent by August 15 of each year.
2. The plan shall include:
 - a. The dates that the District shall administer each statewide assessment;
 - b. Professional development for an educator to fully implement the assessment system;

- c. Training for educators, appropriate paraprofessionals, or third-party proctors in the requirements of assessment administration ethics; and
- d. Training for educators and appropriate paraprofessionals in using statewide assessment results effectively to inform instruction.

[Utah Admin. Rules R277-404-5\(2\), \(3\), \(4\) \(March 10, 2025\)](#)

D. Time Periods for Administering Statewide Assessments

- 1. A District educator, trained employee, or third-party proctor shall administer statewide assessments required under [Utah Admin. Rule R277-404-5](#) consistent with the schedule established by the State Superintendent and the District's assessment plan.
- 2. A District educator, trained employee, or third-party proctor shall complete all required assessment procedures before the end of the assessment window defined by the State Superintendent.
- 3. If the District requires an alternative schedule with assessment dates outside of the State Superintendent's published schedule, it shall submit the alternative testing plan to the State Superintendent by September 1 annually. The plan shall set dates for assessment administration for courses taught face-to-face or online.

[Utah Admin. Rules R277-404-4\(3\) \(March 10, 2025\)](#)

[Utah Admin. Rules R277-404-5\(8\), \(9\), \(10\) \(March 10, 2025\)](#)

E. District Assessment Training

- 1. District assessment staff will use the Standard Test Administration and Testing Ethics Policy in providing training for all assessment administrators and proctors. (This policy can be obtained online at <https://schools.utah.gov/administrativerules/documentsincorporated> or [here](#) or from the State Board of Education at 250 East 500 South, Salt Lake City, Utah 84111.)
- 2. At least once each school year, the District will provide professional development for all educators, administrators, and assessment administrators (including third party proctors) concerning guidelines and procedures for statewide assessment

administration, including educator responsibility for assessment security and proper professional practices.

3. The District may not release state assessment data publicly until authorized to do so by the State Superintendent.

[Utah Admin. Rules R277-404-5\(5\), \(6\), \(7\) \(March 10, 2025\)](#)

[Utah Admin. Rules R277-404-3 \(March 10, 2025\)](#)

F. School Responsibilities

1. The District, school, or educator may not ~~prohibit a student from enrolling in an honors, advanced placement, or International Baccalaureate course use based solely on~~ a student's score on a statewide assessment (or a student's exemption from taking such an assessment) ~~to prohibit a student from enrolling in an honors, advanced placement, or International Baccalaureate course.~~
2. The District and school shall require an educator and assessment administrator and proctor (including a third-party proctor) to individually sign the testing ethics signature page provided by the State Superintendent acknowledging or assuring that the educator administers assessments consistent with ethics and protocol requirements.
3. All educators and assessment administrators shall conduct assessment preparation, supervise assessment administration, and certify assessment results before providing results to the State Superintendent.
4. All educators and assessment administrators and proctors shall securely handle and return all protected assessment materials, where instructed, in strict accordance with the procedures and directions specified in assessment administration manuals, District rules and policies, and the Standard Test Administration and Testing Ethics Policy.

[Utah Admin. Rules R277-404-6 \(March 10, 2025\)](#)

G. District Employee Compliance with Assessment Requirements, Protocols, and Security

1. Teachers, administrators, and all District personnel shall not:

- a. Violate any specific assessment administrative procedure specified in the assessment administration manual, violate any state or District standardized assessment policy or procedure, or violate any procedure specified in the State Board testing ethics policy;
 - b. Fail to administer a state required assessment;
 - c. Fail to administer a state required assessment within the designated assessment window;
 - d. Submit falsified data;
 - e. Allow a student to copy, reproduce, or photograph an assessment item or component; or
 - f. Knowingly do anything that would affect the security, validity, or reliability of standardized assessment scores of any individual student, class, or school.
2. A school employee or third-party proctor shall promptly report an assessment violation or irregularity to a building administrator, the District Superintendent, or the State Superintendent.
 3. An educator who violates this rule or an assessment protocol is subject to Utah Professional Practices Advisory Commission or Board disciplinary action consistent with [Utah Admin. Rules R277-217](#).
 4. All assessment material, questions, and student responses for required assessments are designated protected, consistent with [Utah Code § 63G-2-305](#), until released by the State Superintendent.
 5. The District shall ensure that all assessment content is secured so that only authorized personnel have access and that assessment materials are returned to the State Superintendent following testing, as required by the State Superintendent.
 6. An individual educator, third party proctor, or school employee may not retain or distribute test materials, in either paper or electronic form, for purposes inconsistent with ethical test administration or beyond the time period allowed for test administration.

[Utah Admin. Rules R277-404-8 \(March 10, 2025\)](#)

H. Reporting Assessment Results

1. UTREx data shall be updated using the processes and according to the schedules determined by the State Superintendent. The District shall ensure that any computer software for maintaining or submitting District data is compatible with data reporting requirements established in R277-484. The District shall ensure that all statewide assessment data have been collected and certify that the data are ready for accountability purposes no later than July 12. The District shall verify that it has satisfied all the requirements of the State Superintendent's directions regarding data exchange and reporting requirements.

[Utah Admin. Rules R277-404-9 \(March 10, 2025\)](#)

I. Referral to State Board for Violation

1. Any employee violating this policy shall be subject to adverse employment action, including, but not limited to, termination of employment, and any such educator shall be referred to the Utah Professional Practices Advisory Commission of the State Board of Education for possible disciplinary action.

POLICY 4108

Testing Procedures and Standards – Exclusion from Testing

A. Parental Right to Exempt Students from State Required Assessments

1. A parent has the right to exempt the parent's student from a statewide assessment. A student who is exempted from a statewide assessment may not be penalized (put in an unfavorable position or at a disadvantage) because of the exemption. This policy sets forth the required procedure for exemption and addresses related matters. The District may establish its own policy with regard to any assessments which are required by the District but are not statewide assessments, including whether a student can be exempted from District assessments and what consequences there are for taking or failing to take such an assessment.

[Utah Admin. Rules R277-404-7\(1\), \(2\), \(6\) \(March 10, 2025\)](#)

~~B. Exception Regarding Basic Civics Test~~

- ~~1. A student must pass the basic civics test in order to receive a high school diploma, as provided in Utah Code § 53E-4-205(2) and Utah Administrative Rules R277-700-8(2)(b)(i). A parent may exempt the parent's student from taking the basic civics test, but the student may not graduate without successfully completing that test requirement, notwithstanding the prohibition on penalizing a student exempted from state required assessments.~~

~~[Utah Admin. Rules R277-404-7\(3\)\(c\) \(June 7, 2024\)](#)~~

~~[Utah Admin. Rules R277-700-8\(2\) \(June 7, 2024\)](#)~~

~~[Utah Code § 53E-4-205\(2\) \(2021\)](#)~~

C. Exemption Procedure

1. To exempt a student from one or more statewide assessments, the parent shall, on an annual basis, fill out the Parental Exclusion from State Assessment form and deliver it to the principal or the District at least one day before the beginning of any assessment from which the student is to be exempted. (In the discretion of the District, and upon parental request, the District may exempt a student from a statewide assessment when the form is delivered less than a day before the

assessment begins.) The form may be delivered by email, mail, or in person. The form is available at <https://schools.utah.gov/assessment>. (The District may create a District-specific form if that form lists the District required assessments from which the student may be exempted and the form also contains the information described in the Parental Exclusion from State Assessment form.)

[Utah Admin. Rules R277-404-7\(4\) \(March 10, 2025\)](#)

D. Additional Requirements

1. The following standards apply to parental exemptions:
 - a. Students may not be given nonacademic rewards for participation in a statewide assessment or for performance on a statewide assessment. Teachers may use student scores on statewide assessments to improve the student's academic grade or to demonstrate the student's competency within a relevant course.
 - b. A teacher, principal, or other District administrator may contact a parent to verify that the parent submitted a Parental Exclusion from State Assessment form.
 - c. A parent may be requested, but may not be required, to meet with a teacher, principal, or other District administrator regarding the parent's request to exclude the parent's student from taking a statewide assessment.
 - d. The student's parent shall, consistent with the protection of student privacy, be provided the student's individual test results and scores.
 - e. If a student who has been exempted from participating in a statewide assessment is in attendance during test administration, the student shall be provided with an alternative learning experience.
 - f. A student who has been exempted from participation in a statewide assessment may be allowed to be physically present in the room during test administration.

[Utah Admin. Rules R277-404-7\(5\), \(7\) to \(11\) \(March 10, 2025\)](#)

[Utah Code § 53E-4-303\(4\)\(b\) \(2025\)](#)

[Utah Code § 53E-4-305\(4\) \(2019\)](#)

POLICY 4115

Grading: Course Grade Replacement

A. Definitions

1. The following definitions apply within this policy:
 - a. “Comparable course” means a course that fulfills the same graduation credit requirements as a course for which a student seeks to improve a grade. It does not include a course that a student completes through the packet method.
 - b. “Course” means a course that a student is enrolled in and either completes or withdraws from but still receives a grade.
 - c. “Grade replacement” means credit a student earns by retaking a teacher-led course for a letter grade to improve a previous grade, which
 - 1) may raise the student’s grade point average if the new grade is higher, and
 - 2) replaces the lower grade on the student’s transcript.
 - d. “Highest grade” means a grade that reflects the higher grade of
 - 1) a course and a repeat of the course or
 - 2) a course and a comparable course.
 - e. “Original credit” means credit a student earns through the successful completion of a course for the first time.
 - f. “Packet” means a collection of instructional materials and assessments used to receive credit through the packet method.
 - g. “Packet method” means an educational approach where:
 - 1) a high school student receives a collection of instructional materials from the District or an institution or organization;
 - 2) the high school student works through the materials independently with minimal or no direct instruction from a teacher; and

- 3) assessment is primarily based on completion of assignments within the instructional materials.
- h. "Recurring course" means a course that a student takes more than once to
 - 1) further the student's understanding and skills in the course subject (such as journalism or band), or
 - 2) satisfy a different credit requirement that the course may fulfill, such as an art class that fulfills an elective requirement and an art requirement.
- i. "Replacement credit" means a pass-fail credit a student earns for a course the student did not pass or complete, which
 - 1) does not affect the student's grade point average and
 - 2) allows the student to fulfill high school graduation requirements.
- j. "Student" means an individual enrolled in the District in grade 9, 10, 11, or 12.

[Utah Admin. Rules R277-717-2 \(March 14, 2018\)](#)
[Utah Code § 53E-3-501\(7\)\(a\) \(2025\)](#)

B. Course Grade Replacement

1. A student may, to improve a course grade received by the student, repeat the course one or more times or enroll in and complete a comparable course. A grade for an additional unit of a recurring course does not change a student's original course grade under this policy.
2. Repeating a Course
 - a. If a student repeats a course, the District:
 - 1) Shall adjust, if necessary, the student's course grade and grade point average to reflect the student's highest grade and exclude a lower grade.
 - 2) Shall exclude from the student's permanent record the course grade that is not the highest grade.
 - 3) May not otherwise indicate on the student's current record that the student repeated the course.
3. Improving a Grade with a Comparable Course

- a. In order to improve a grade under this policy through completion of a comparable course, the student must inform the District at the time of enrollment in the comparable course of the intent to enroll in the course for improving a course grade. Upon receiving such notice, the District shall confirm whether the comparable course fulfills the same credit requirements as the course that the student intends to replace. Subject to that determination, the District shall, upon enrollment in the comparable course, update the student's current record and grade point average to reflect the highest grade between the course and the comparable course and exclude the lower grade and corresponding course. The District may not otherwise indicate the course or comparable course for which the student did not receive the highest grade on the student's record.

4. Packet Method Prohibited for Grade Replacement

- a. A student may not use the packet method to replace a previous course grade. (The packet method may be used to obtain original credit or replacement credit as set forth in Policy 4104 Grading- Packet Credit.)

[Utah Code § 53E-3-501\(7\)\(d\) \(2025\)](#)

[Utah Admin. Rules R277-717-3 \(March 18, 2018\)](#)

POLICY 4140

School Volunteers/Resource Persons

- A. The Board of Education recognizes the benefit of utilizing community resources and developing volunteer programs to support instruction and extracurricular activities. The purpose of volunteer programs will be to:
 - 1. Assist District employees in providing more individualized intervention or enrichment activities.
 - 2. Build an understanding of school programs among interested citizens, thus stimulating widespread involvement in the educational process.
 - 3. Strengthen school/community relations through participation.
- B. A volunteer is a person who works on an occasional or regular basis at school sites or other educational facilities to support the efforts of professional personnel. Such adult volunteer workers will serve in that capacity without compensation or employee benefits of any type.
- C. A resource person is an individual from the community with specific talents, skills, or knowledge who is invited to make a presentation to students.
- D. Volunteers and resource persons will work with students under the immediate supervision and direction of a certificated District employee.
- E. Volunteers and resource persons are expected to comply with all rules and regulations set forth by the District.
- F. The District shall, for a volunteer who will be given unsupervised access to a student in connection with the volunteer's assignment, collect personal identifying information including: current name, former names, nicknames and aliases, date of birth, address, telephone number, driver license number or other government issued identification number, social security number and fingerprints and submit that personal identifying information to the Bureau of Criminal Identification within the Department of Public Safety. The District may not require the volunteer to pay a fee.
- G. Building administrators may restrict, for reasonable cause, volunteers or resources persons from being on District campuses. Building administrators may also require a criminal background check (the same as an employee) be completed for any volunteer

or resource person. Refusal to complete a criminal background check is cause to restrict a volunteer or resource person access to our campuses.

H. Immunity from Liability

1. Volunteers who are properly recognized by the school or by the District and who are performing an approved service as assigned by the school or District are considered an employee of the District for purposes of:
 - a. receiving worker's compensation medical benefits, which shall be the exclusive remedy for all injuries and occupational diseases as provided under the Worker's Compensation Act;
 - b. the operation of motor vehicles or equipment if the volunteer is properly licensed and authorized to do so;
 - c. liability protection and indemnification normally afforded paid employees of the District.

POLICY 6000

Public Records Access and Management

A. Policy Purpose

1. This policy is adopted pursuant to the Government Records Access and Management Act [Utah Code § 63G-2-701](#) (“GRAMA”) and applies to District records relating to information practices, including classification, access, appeals, management and retention of documents.

[Utah Code § 63G-2-701 \(2025\)](#)

B. Privileged Document

1. The District reserves the right to claim a privilege with respect to all documents which are subject to attorney work product, attorney-client, physician-patient, psychiatrist-patient or other statutory privilege.
2. A person may request access to the District's records free of charge, if that person meets the requirements set forth in this policy.

C. Records Officer

1. The District Business Administrator is hereby designated as the Records Officer as the Superintendent's appointed “records officers” he/she is to work with Division of Archives and Records Service in the care, maintenance, scheduling, designation, classification, disposal, and preservation of records. Each records administrator shall, on an annual basis, successfully complete online training and obtain certification from Division of Archives and Records Service.

[Utah Code § 63G-2-103 \(24\) \(2025\)](#)

[Utah Code § 63G-2-108 \(2012\)](#)

D. Public Records

1. Public records shall include official minutes, actions and decisions of the Board of Education and District Administration unless the record involves information which is classified as private, controlled or protected. Public records also include official District and school policies, contracts, minutes, accounts, employment records to the extent they disclose only names, gender, job titles, job descriptions, business

addresses, business telephone numbers, gross salaries, working hours and dates of employment. Public records shall also include formal criminal charges or disciplinary actions against a current or former employee if the disciplinary action has been completed, all time periods for administrative appeal have expired, and the charges on which the disciplinary action was based were sustained.

[Utah Code § 63G-2-301 \(2025\)](#)

E. Appropriate Requester of Records

1. For purposes of this policy, “records” do not include: temporary drafts or other materials prepared for the originator's personal use or for the personal use of another, a daily calendar, notes prepared by the originator for the originator's own use or for the sole use of an individual for whom the originator is working, notes kept in personal journals, diaries or other day timers, notes of informal observations, notes of evaluations or materials owned by the originator in his or her private capacity, documents relating to the Board of Education's actions in a quasi-judicial capacity, books or other items catalogued in District libraries, copyrighted material (unless copyrighted by a government entity), or computer programs or software. In addition, GRAMA does not apply to District documents and information relating to security plans (including plans to prepare for or mitigate terrorist activity or for emergency and disaster response and recovery); security codes, combinations, and passwords; passes and keys; security procedures; results of or data collected from a risk assessment or security audit; and building and public works designs to the extent that those relate to ongoing security measures.

[Utah Code § 63G-2-103\(25\)\(b\) \(2025\)](#)

[Utah Code § 63G-2-204\(1\) \(2023\)](#)

[Utah Code § 63G-2-201\(3\) \(2025\)](#)

[Utah Code § 63G-2-106 \(2022\)](#)

F. Availability of Public Records

1. Public records shall be open for public inspection during regular office hours, subject to compliance with the procedures set forth in this policy. A “public record” generally means any record that is not private, controlled, or protected. However, a “public record” does not include a record to which access is restricted pursuant to a court rule, a federal regulation, another statute, or records to which access is restricted or governed as a condition of participation in a state or federal program or for receiving state or federal funds.

G. Private Documents

1. Private documents shall include all documents identified in [Utah Code § 63G-2-302\(1\)\(a\) through \(c\), \(g\) through \(i\), \(o\), \(x\) and 302\(2\)](#), personnel files including but not limited to applications, nominations, recommendations, any formal employee evaluation signed by the employee, proposals for advancement or appointment, all documents related to eligibility for unemployment benefits, social services, welfare benefits, personal finances, individual medical conditions and military status. Any record the disclosure of which would constitute a clearly unwarranted invasion of personal privacy. Exceptions include information provided to the Board for the purpose of complying with a financial assurance requirement, or records that must be disclosed pursuant to another statute and those portions of personnel records identified as public above.

H. Student Records

1. All student records are designated as "education records" and the disclosure of such education records is not governed under GRAMA but under [20 USC § 1232g](#) and [34 CFR § 99.1 et seq.](#) and [34 CFR § 300 et seq.](#) The District may not release information related to educational records without parental consent, except as provided in the [Family Educational Rights and Privacy Act \(FERPA\)](#). (See [Policy 5100 Student Records](#))

I. Availability of Private Records

1. Private records shall be open only to the subject of the record, or the parent of an un-emancipated minor who is the subject of the private record or the legal guardian of a legally incapacitated individual who is the subject of the private record, or any individual who has a power of attorney from the subject of the record, or who submits a notarized release from the subject of the record, or his legal representative which is dated not more than ninety (90) days before the date the request is made, or pursuant to an order of a court of competent jurisdiction to disclose such record.

[Utah Code § 63G-2-202\(1\)\(a\) \(2025\)](#)

J. Controlled Records

1. Controlled records shall include medical, psychiatric or physiological data of an individual which, if disclosed, could be detrimental to the individual's mental health or safety or releasing the information would constitute a violation of normal professional practice and medical ethics; and, the District has properly classified the record.

- a. Records showing medical or psychological tests of a student may be disclosed to persons within the school District who are members of that student's individual education program (IEP) team.

[Utah Code § 63G-2-304 \(2008\)](#)

K. Availability of Controlled Records

1. Upon proper request, the District shall disclose a controlled record to, a physician, physician assistant, nurse practitioner, psychologist, certified social worker, insurance provider or producer, or a government public health agency upon submission of a release from the subject of the record that is dated no more than 90 days prior to the date the request is made; and a signed acknowledgment of the terms of disclosure of controlled information or any person to whom the record must be disclosed pursuant to a court order or legislative subpoena.

[Utah Code § 63G-2-202\(1\)\(a\) \(2025\)](#)

L. Protected Records

1. Protected records include all records identified in [Utah Code § 63G-2-305](#) information that, if disclosed, would jeopardize the life or safety of an individual or security of District property or program. Protected records also may include information such as a trade secret as defined in [Utah Code § 13-24-2](#), or commercial information or non-individual financial information from a person if disclosure of that information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the District to obtain necessary information in the future; or the person submitting the information has a greater interest in prohibiting access than the public in obtaining access if the person submitting that information to the District has provided the District with the information specified in [Utah Code § 63G-2-309](#);
 - a. Documents that, if disclosed, would place the District at a disadvantage in contract negotiations, property transactions, or bargaining positions or could enable circumvention of an audit; records related to potential litigation or personnel or hearing; records of investigations of loss occurrences and analyses of loss occurrences that may be covered by the Risk Management Fund, the Employer's Reinsurance Fund, the Uninsured Employers' Fund, or similar divisions in other governmental entities; records generated in meetings which are closed in accordance with the [Utah Open Public Meetings Law](#); and test questions.

- b. Records, other than personnel evaluations, that contain a personal recommendation concerning an individual if disclosure would constitute a clearly unwarranted invasion of personal privacy, or disclosure is not in the public interest;
- c. Materials to which access must be limited for purposes of securing or maintaining the District's proprietary protection of intellectual property rights including patents, copyrights, trademarks and trade secrets;
- d. A statement that a District employee provides to the District in the course of a District personnel or administrative investigation into potential misconduct involving the employee when the District
 - 1) Requires the statement to be given under threat of employment disciplinary action and
 - 2) Gives the employee assurance that the statement cannot be used against the employee in any criminal proceeding.
- e. Records showing medical or psychological tests of a student may be disclosed to persons within the school District who are members of that student's individual education program (IEP) team.

[Utah Code § 63G-2-305 \(2025\)](#)

M. Availability of Protected Records

- 1. Protected records shall only be open to authorized individuals and agencies or in response to court order.

[Utah Code § 63G-2-202\(4\) \(2025\)](#)

N. Exempt records include student records which are protected by the Family Educational Rights and Privacy Act.

O. Copyrighted or Patented Materials

- 1. Any document which is copyrighted, either by formal filing under federal copyright laws or by informal claim of copyright, or which is covered by a patent, trademark or other protected designation, shall not be copied or provided to any person without an order of a court of competent jurisdiction ordering such disclosure or written permission from the author of the record.

[Utah Code § 63G-2-103\(25\)\(b\)\(iv\) \(2025\)](#)
[Utah Code § 63G-2-305\(36\) \(2025\)](#)

P. Sharing Records

1. Access to District records may be obtained under the following procedures:
 - a. The District shall provide a private, controlled, or protected record to another governmental entity if it is entitled by law to inspect the record; or is required to inspect the record as a condition of participating in a state or federal program or for receiving state or federal funds.
 - b. The District may provide a record that is private, controlled, or protected to another governmental entity, that serves as a repository, enforce or litigates law, authorized to audit, or directed by the legislature. The agency must provide written assurances that meet the above policy and state law with regard to records management.

[Utah Code § 63G-2-206 \(2019\)](#)

- c. The request to view District records should be addressed to the appropriate records officer during the regular business hours. The requester must submit a written request containing the requester's name, mailing address, daytime telephone number, a specific description of the records requested. The request shall specifically state whether:
 - 1) the requester seeks only to inspect the records;
 - 2) the requester seeks to inspect and obtain copies of records; or
 - 3) the requester seeks to have the District identify and provide copies of the requested records, without prior inspection by the requester.
 - 4) In submitting the records request, the requester shall also state if the requester desires copies of the records in electronic format.

[Utah Code § 63G-2-201\(13\) \(2023\)](#)

Q. Request for Employee Work-Related Contact Information

1. If the District receives a GRAMA request for employee work-related contact information, as defined in Policy 3085 Employee Work Information Privacy and [Utah](#)

[Code § 53G-10-207\(1\)](#), the District shall publicly disclose the request to the extent permitted by law.

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

R. Access to District Records

1. Individuals requesting to view records classified as "Private, Controlled and Protected" must prove their right to access to the records through personal identification, written release from the subject of the record, power of attorney, court order or other appropriate means.
2. The records officer shall determine whether access to the requested records is to be granted or denied.
 - a. If the request is approved, the record shall be provided as soon as possible and not more than ten (10) working days from the date the request is received. If the requester seeks an expedited response, the time for response to the request shall be five (5) business days if the requester demonstrates that the request benefits the public rather than the requester. This public benefit is presumed if the request is made to obtain information for a story or report for publication or broadcast to the general public. The District shall promptly evaluate all requests for expedited responses and if the District determines that the requester has not demonstrated that the request is for public benefit and that the response to the request will therefore not be expedited, the District shall so inform the requester within five (5) business days of the request.
 - b. If the request is denied, the records officer must specify the reason in writing and specify the record denied and the regulation, exempting the record. The requestor shall be informed of the right to appeal which must be made within 30 days after the denial is sent. The name and address of the Superintendent where the appeal must be sent. If the records are not maintained by the District, the requester should be informed that the records cannot be provided for that reason.

[Utah Code § 63G-2-205 \(2008\)](#)

- c. If the District determines that extraordinary circumstances as identified in [Utah Code § 63G-2-204\(6\)](#) require a longer time for response, the District shall notify the requester of that determination within ten business days (five for public benefit requests) and shall describe in the notice the circumstances which constitute the extraordinary circumstances and shall inform the requester when

the records or shall be available or response shall be made consistent with [Utah Code § 63G-2-204\(7\)](#).

[Utah Code § 63G-2-204 \(2023\)](#)

S. Fees for Search and/or Duplication of Records

1. A fee shall be charged for the District's actual cost of duplicating a requested record and also for the personnel time in compiling and obtaining the record. The fee schedule for this service shall be the same as currently charged to employees for personal copies and the hourly rate of lane 1 step 1 of the secretary salary schedule to the closest dollar. Rates for other manipulation or research of data will be determined by the salary of the person who must do the work. No fee may be charged for the time and work required to determine whether the record is subject to disclosure or the requester's inspection of the record. An additional charge of \$1 shall be charged per each page of a document which has been requested to be certified.
 - a. The District shall require all fees of the requestor to be paid before copying if fees are expected to exceed \$50.00, or if the requestor has not paid fees from a previous request.
 - b. The District shall charge for the first quarter hour of staff time spent in responding to a records request if the requester is not a Utah media representative and has previously submitted a separate request within the 10-day period immediately before the date of the request the District is responding to. (A "media representative" is a person who requests a record to obtain information for a story or report for publication or broadcast to the general public. "Media representative" does not include a person who requests a record to obtain information for a blog, podcast, social media account, or other means of mass communication generally available to a member of the public.)

[Utah Code § 63G-2-203 \(2022\)](#)

T. Appeals Process

1. An appeal of an access denial may be made by the requester or by any interested party. (An "interested party" is a person other than the requester who is aggrieved by an access denial. An "access denial" is the complete or partial refusal to disclose a record or the failure to respond or to timely respond to a records request.) The requester may also appeal a denial of a request to waive fees or the records officer's determination that extraordinary circumstances exist justifying additional time for responding and the date determined for response.

[Utah Code § 63G-2-203\(6\) \(2025\)](#)

[Utah Code § 63G-2-400.5 \(2025\)](#)

[Utah Code § 63G-2-401 \(2025\)](#)

- a. An appeal of an access denial is made by filing a notice of appeal with the Superintendent within 30 days after
 - 1) the District sends or delivers the notice of denial,
 - 2) the records request is considered denied because the District has not timely responded to the request, or
 - 3) the District gives notice of the claim of extraordinary circumstances justifying a longer time for responding.
- b. An appeal of denial of a fee waiver request is made by filing a notice of appeal with the Superintendent within 30 days after the requester is notified of the denial.

[Utah Code § 63G-2-401\(1\) \(202\)](#)

- c. The notice of appeal must include
 - 1) the name, mailing address, and daytime telephone number of the requester or interested party and
 - 2) the relief sought.
 - 3) The appealing party may also file a short statement of facts, reasons, and legal authority in support of the appeal.

[Utah Code § 63G-2-401\(2\), \(3\) \(2025\)](#)

- d. If the appeal involves a record which is subject to a claim of business confidentiality, then the Superintendent shall send notice of the appeal to the person claiming business confidentiality within three business days after receiving the notice of appeal (or, if the notice has to be given to more than 35 persons, as soon as reasonably possible). The Superintendent shall also send notice to the appealing party of the business confidentiality claim and the schedule for deciding the appeal within three business days after receiving the notice of appeal. The business confidentiality claimant has seven business days

after the Superintendent sends notice to the claimant in which to submit further support of the claim of confidentiality.

[Utah Code § 63G-2-401\(4\) \(2025\)](#)

- e. The Superintendent shall rule on the appeal within five business days of receiving the notice of appeal unless the record is subject to a claim of business confidentiality. In that case, the Superintendent shall rule on the appeal within twelve business days after the Superintendent sends the notice of appeal to any individual asserting a claim of business confidentiality. If the Superintendent does not rule on the appeal within these time periods, then the Superintendent is deemed to have affirmed the access denial or the claim of extraordinary circumstances requiring additional time to respond or the extended date to respond.

[Utah Code § 63G-2-401\(5\) \(2025\)](#)

- f. The District shall send written notice of the Superintendent's decision to all participants. If the Superintendent in whole or in part affirms the access denial or affirms the fee waiver denial, this notice shall state
 - 1) that the requester has the right under **Utah Code § 63A-12-204** to request the government records ombudsman to mediate the dispute between the requester and the District concerning the access denial or fee waiver denial,
 - 2) that the appealing party has the right to appeal the decision to the **director of the Government Records Office State Records Committee** or to a state district court,
 - 3) the time limits for filing an appeal, including an explanation of the suspension of the time limits to appeal to the **director of the Government Records Office State Records Committee** or to petition for judicial review that apply if the requester seeks mediation under [Utah Code § 63A-12-204](#), and
 - 4) the name and business address of the **director of the Government Records Office executive secretary of the State Records Committee** and of the government records ombudsman.
- g. The time for filing an appeal to the **director of the Government Records Office State Records Committee** is thirty days after the Superintendent's decision is issued. However, if the issue was a claim of extraordinary circumstances or an extended response date based on extraordinary circumstances and if the Superintendent does not make a decision, then the appeal to the **director of the**

~~Government Records Office State Records Committee~~ may be filed within forty-five days of the original records request. If the appeal is by filing a petition for judicial review in District court, the petition must be filed within thirty days of the Superintendent's decision. If the requester submits a request for the government records ombudsman to mediate the dispute, then the time for filing a notice of appeal with the ~~director of the Government Records Office State Records Committee~~ or filing a petition for judicial review is suspended for the period that begins with the date of the mediation request and runs until the earlier of the date that the ombudsman certifies in writing that the mediation is concluded or certifies that the mediation did not occur or was not concluded because of lack of required consent.

[Utah Code § 63G-2-401\(7\) \(2025\)](#)

[Utah Code § 63G-2-403\(1\) \(2025\)](#)

[Utah Code § 63G-2-404\(1\) \(2025\)](#)

- h. An individual who is aggrieved by the District's classification or designation of records for GRAMA purposes (but who is not requesting access to the records) may appeal the District's action to the Superintendent following these procedures. However, if the non-requesting party is the only party appealing, the decision on the appeal is to be made within thirty days **after the day on which the appellant files** of the notice of appeal.

[Utah Code § 63G-2-401\(8\) \(2025\)](#)

U. Retention of District Records

1. The District shall adhere to the general schedule for records retention approved by the State Records Committee. Records which are not covered by the general schedule shall be submitted to the State Records Committee for scheduling.
2. If an appropriate requestor requests to have copies of more than fifty (50) pages of records, the District may in its sole discretion provide the requestor with facilities to make copies and require the requestor to make copies him or herself at his or her own expense.

V. Amendment of Records

1. An individual may contest the accuracy or completeness of any public, or private, or protected record concerning him/her by requesting the school District to amend the record. However, this provision does not affect the right of access to private or protected records. This provision does not apply to records relating to title of real property, medical records, judicial case files, or any other records that the school

District determines must be maintained in their original form to protect the public interest or preserve the integrity of the record keeping system.

W. Request to Amend

1. The request to amend shall contain the requester's name, mailing address, day time telephone number and a brief description explaining why the specific record should be amended.

[Utah Code § 63G-2-603\(2\)\(b\) \(2008\)](#)

X. Response

1. The school District shall issue an order either approving or disapproving the request to amend no later than thirty (30) days after the request is made. The order shall state reasons for the decision. If the request is denied, the requester may submit a written statement contesting the information in the record. The school District shall place the statement with the record, if possible, and disclose the statement whenever the contested record is disclosed.

[Utah Code § 63G-2-603\(5\), \(6\) \(2008\)](#)

Y. Notice to Provider of Information

1. The District shall provide notice of the following and explain upon request to a person who is asked to furnish information that could be classified as a private or controlled record:
 - a. The record series that includes the information;
 - b. The reasons the person is asked to furnish information that could be classified as a private or controlled record;
 - c. The intended uses of the information;
 - d. The consequences for refusing to provide the information;
 - e. The classes of the persons and the governmental entities that currently share the information with the District or receive the information from the District on a regular or contractual basis; and
 - f. The reasons and circumstances under which the information may be shared with or provided to other persons or governmental agencies.

- g. The notice shall be included as part of the documents or forms that the District uses to collect the information.

[Utah Code § 63G-2-601\(2\), \(3\) \(2025\)](#)

Policy 6050

Community Use of School Facilities

- A. Public school buildings and grounds are civic centers and may be used by district residents for supervised recreational activities and meetings, subject to the requirements and restrictions set forth below. Use of school property as a civic center may not interfere with a school function or purpose and is considered a “permit” for governmental immunity purposes.
- B. School buildings and grounds are only available for civic center use to organizers who are residents of the District. Requests for civic center use must be accompanied by appropriate documentation of the requester’s residence within the School District.

[Utah Code § 53G-7-209\(4\) \(2018\)](#)

- C. The Board may set and charge a reasonable fee for such use to compensate the district for the use of school property as a civic center and to fully compensate for any and all expense incurred in that use. The fee charged may take into account increased overhead expense, including utilities, personnel, and other areas affected by use of the facilities. See Policy 2160 for rental procedures and fees.

[Utah Code § 53G-7-209\(2\)\(c\) \(2018\)](#)

- D. The business administrator is designated as the district's special functions officer. The special functions officer shall have charge of the grounds and shall take reasonable measures to protect school property when used for civic center purposes. The business administrator may designate a district employee to serve as special functions officer in connection with particular uses of the facilities for civic center purposes. The school principal will serve as special functions officer for civic center functions held in the school unless otherwise notified by the superintendent.
- E. The Principal shall allow the use of school facilities and shall also be responsible for collection of monies, notification of personnel involved (custodian, lunch manager, or technician), and the determination of free use of the building according to policy and procedures.
- F. The school district shall make all meeting facilities in buildings under its control available to registered political parties, without discrimination, to be used for political party activities if the political party requests the use of the meeting facility **before no later than 5:00 p.m. on the last business day that is at least ~~no later than~~ 30 calendar days before**

~~the proposed use. day on which the use by the political party will take place and The request shall be denied if the~~ meeting facility is ~~not~~ already scheduled for another purpose at the time of the ~~proposed requested use by the political party~~. The political party shall pay the District the actual costs incurred by the District for custodial services to clean the meeting facilities after the political party's use. In addition, the political party shall pay the District the actual cost of any services requested by the political party and provided by the District.

[Utah Code § 20A-8-404\(3\) \(2025\)](#)
[Utah Code § 20A-8-404 \(2025\)](#)

- G. The rental of school facilities for other than school use or civic centers shall be according to the following guidelines:
1. Application for rental will be made with the principal of the school. Application requires the signatures of the applicant and the principal. The principal is responsible for the building and the protection and maintenance thereof. The principal of the school shall accept application from only those groups who can assure adherence to the standards of behavior of the school. Tobacco, electronic cigarette products, intoxicating drinks, and boisterous conduct are expressly prohibited. The following will not be tolerated and are expressly prohibited by the Board:
 - a. vandalism;
 - b. use without consent, or abuse of school furniture or other school property; and,
 - c. appropriation or abuse of books, supplies, or athletic equipment belonging to the school or to its students. School athletic equipment may only be used with prior approval of the principal.
 - d. Rental rates will be determined according to the rental rate schedule approved by the Board of Education.
 - e. Payments will be collected by the Principal, recorded, and sent to the District Office with a copy of the original application.
 - f. Personnel charges will be added according to the rates listed on the rental schedule.
 - g. Commercial, sports organizations, and non-civic center users must provide a certificate of liability insurance with limits of not less than \$500,000. The District shall be named as an additional insured. (This provision (g) can only be waived

in writing by the Board of Education or through use as a civic center.) A Hold Harmless Agreement shall also be entered into.

- H. The principal shall be responsible for adequate supervision of the school during rental hours. Any non-school group occupying school property shall provide adult supervision adequate to maintain order and prevent the destruction of school property. Facilities shall not be available at the time of use unless the supervisor or supervisors are present as agreed. At the time of rental, arrangements shall be made for adequate supervision. School supervision shall consist of a minimum of one designated employee of the district to care for the interest of the district and its property. In the absence of the principal the designee shall be in complete charge of the building and grounds.
- I. Community groups such as youth football or soccer will be allowed to use specified areas of the school grounds as approved by the principal. Groups wishing to reserve specific times for fields must enter into a written rental agreement with the principal provided fields are not abused or used during extremely wet conditions or other times when the field would be damaged.
- J. Due to excessive use of the regular playing fields within the regular school program, the necessity of keeping certain playing fields in top condition for school league play makes the regular use of these fields by non-school groups impractical. High school stadiums are available to community organizations for rent; however, the stadiums shall not be used at any time that would interfere with a school function or purpose. Any other equipment rental requests shall be made to the principal; such requests shall be granted upon the approval of the principal and may result in a fee for expenses incurred.
- K. A “political sign” is any sign or document that advocates the election or defeat of a candidate for public office or the approval or defeat of a ballot proposition. Schools and the school district are not required to allow the posting of political signs on school property. Any requirements or restrictions placed on the posting of political signs must be politically neutral and content neutral and therefore are not allowed in Box Elder schools

[Utah Code § 20A-17-103 \(2023\)](#)

- L. The Board may refuse to permit the use of school property as a civic center if it determines the use to be inadvisable.

[Utah Code § 53G-7-209\(3\) \(2018\)](#)

Policy 6060

Conduct on School Premises

A. Modified public forum

1. All school buildings have been designated as modified public forums after school hours. However, during school hours all school buildings are dedicated to the sole and exclusive purpose of providing education to school students then attending school. No visitor, whether a student's parents or other persons, shall have access to a school unless express permission is granted as provided below.

B. Campus visitors

1. All persons who are not students or district employees who visit or enter upon district property shall report immediately to the school administrative offices for authorization by the principal or his or her designee to be present at the school.
2. Authorization shall not be given if the principal or his or her designee determines in his or her discretion that one of the following is true:
 - a. The person's presence will likely cause fear for the safety of another.
 - b. The person intends to cause annoyance or injury to a person or damage to property on the district property.
 - c. The person intends to participate in or instigate conduct or activity which constitutes a crime.
3. Each school shall, through the use of signs and fences or other enclosures, exclude trespassers from district property.
4. In the absence of express permission, all visitors to the school shall be deemed to be trespassers on school property and subject to immediate removal by the school district.

C. Definitions

1. For purposes of ~~this provision the following section~~, "school property" means a school and excludes District offices or other property owned by the District which is not a school ~~real property owned or occupied by the school district, including real property temporarily occupied for a school activity or program.~~

[Utah Code § 53G-8-603\(1\)\(c\) \(2025\)](#)

D. **Criminal Trespassing on School Property**

1. The Board, a school official, or an individual with apparent authority to act for a school official may refuse to allow persons having no legitimate business to enter on property under the Board's control and may eject any undesirable person from the property on his or her refusal to leave peaceably on request. Identification may be required of any person on the property.
2. An individual is guilty of criminal trespass upon district property if the individual does either of the following:
 - a. Enters or remains without authorization on district property if notice against such entry or remaining has been given by
 - 1) personal communication by a school official or an individual with apparent authority to act for a school official, or
 - 2) the posting of signs reasonably likely to come to the attention of a trespasser, or
 - 3) fencing or other enclosure obviously designed to exclude trespassers, or
 - 4) a current order of suspension or expulsion.
 - b. Enters or remains unlawfully upon district property and
 - 1) intends to cause injury or annoyance to a person or damage to property, or
 - 2) intends to commit a crime, or
 - 3) is reckless as to whether the person's presence will cause fear for the safety of another.
 - c. Criminal trespass on district property is a class B misdemeanor.

[Utah Code § 53G-8-603\(2\) \(2025\)](#)

E. Disruption of classes

1. No person shall be permitted, on district property, to willfully disrupt, alone or in concert with others, the conduct of classes or other school activities.

[Utah Code § 53G-8-603 \(2025\)](#)

2. Conduct which disrupts the educational activities of a school includes:
 - a. Emissions by any means of noise of an intensity which prevents or hinders classroom instruction.
 - b. Enticement or attempted enticement of students away from classes or other school activities which students are required to attend.
 - c. Prevention or attempted prevention of students from attending classes or other school activities which students are required to attend.
 - d. Entrance into a classroom without consent of either the principal or teacher and either through acts of misconduct and/or use of loud or profane language causing disruption of class activities.

F. Disruption of school operation

1. No person may disrupt the operation of a school. A person is guilty of disrupting the operation of a school if the person, after being asked to leave by a school official, remains on district 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 a school. (“School property” for this purpose includes any property being used by the school for a school function.)

[Utah Code § 76-9-106 \(2025\)](#)

2. Examples of disrupting operation of a school include:
 - a. Obstructing or restraining the passage of persons in an exit, entrance, or hallway of any building, or while on school property, without authorization from school administration.
 - b. Seizing control of any building or portion of a building for the purpose of interfering with any administrative, educational, research, or other authorized activity.

G. Disruption of meeting or gathering

1. No person may disrupt a lawful meeting or gathering on any district property. A person is guilty of disrupting a meeting if, intending to prevent or disrupt a lawful

meeting or gathering, he or she obstructs or interferes with the meeting or gathering by physical action, verbal utterance, or any other means.

[Utah Code § 76-9-103 \(2025\)](#)

H. Disorderly Conduct at Official Meeting

1. "Official meeting" includes a meeting of the Board of Education or of a school community council. No person may, with intent to cause or recklessly creating a risk of causing public inconvenience, annoyance, or alarm, make unreasonable noises in a public meeting, or in a private place **which that** can be heard in an official meeting. No person may, with intent to cause or recklessly creating a risk of causing public inconvenience, annoyance, or alarm, obstruct pedestrian traffic in an official meeting. No person may refuse to comply with the lawful order of a law enforcement officer to move from an official meeting. Such actions constitute disorderly conduct and may be reported to law enforcement.

[Utah Code § 76-9-102\(1\), \(2\) \(2025\)](#)

I. Alcoholic Beverages

1. Except as approved by the Board as part of the curriculum, no person may possess any alcoholic beverage for consumption, sale, or distribution, or be under the influence of alcohol while on the grounds or in a building of any district property or while entering or inside any building, park or stadium which are being used for an activity sponsored by or through any part of the district.

[Utah Code § 53G-8-602 \(2018\)](#)

[Utah Code § 76-9-110 \(2025\)](#)

J. Tobacco products and electronic cigarettes

1. **The use of tobacco products and electronic cigarette products is prohibited on school property or at school activities. (Electronic cigarette products are defined in [Utah Code § 76-9-1101.](#))**

K. Weapons or dangerous materials

1. No person shall possess a dangerous weapon that in the manner of its use or intended use is capable of causing death or serious bodily injury or a firearm on or about district premises except:
 - a. Persons exempt from weapons laws by state statute (law enforcement officers and others).

[Utah Code § 53-5a-108 \(2025\)](#)

- b. Persons authorized to possess a concealed firearm by state statute (concealed weapons permit holders and others). (However, persons under age 21 including those with a concealed firearm permit or provisional concealed firearm permit are not permitted to carry a concealed firearm on or about school premises.)

[Utah Code § 53-5a-303 \(2025\)](#)

[Utah Code § 53-5a-305 \(2025\)](#)

[Utah Code § 53-5a-304 \(2025\)](#)

[Utah Code § 53-22-105 \(2025\)](#)

[Utah Code § 53G-8-704\(5\) \(2025\)](#)

- c. Persons whose possession has been previously approved by the responsible school administrator, or where the person responsible for the possession or use of the weapon is in possession or control of the weapon and it is present or to be used in connection with a lawful, approved activity.
2. “On or about school premises” means in or on the grounds of any district property. However, possession on or about school premises is permissible if the possession is at the person’s place of residence, on the person’s real property, or in a vehicle lawfully under the person’s control (other than a vehicle owned by the district or used for the transport of students).
3. Possession of a dangerous weapon on or about school premises is a class B misdemeanor, ~~unless the dangerous weapon is a firearm, which–Possession of a firearm on or a about school premises~~ is a class A misdemeanor.

[Utah Code § 76-11-205 \(2025\)](#)

4. No person shall possess an explosive, chemical, or incendiary device or parts, as defined in [Utah Code § 76-15-210](#) and [Utah Code § 76-15-211](#), ~~dangerous to persons or property~~ on any district property or in those parts of a building, park, stadium or other structure which are being used for an activity sponsored by or through the district. Unlawful possession of the items or materials in the circumstances prohibited by this section is a criminal offense punishable under state law.

[Utah Code § 76-15-210 \(2025\)](#)

[Utah Code § 76-15-211 \(2025\)](#)

L. Restrictions on use of electronic devices

1. The following definitions apply for this section.
 - a. “Electronic device” means a device that is used for audio, video, or text communication or any other type of computer or computer-like instrument including:
 - 1) A smart phone;
 - 2) A smart or electronic watch;
 - 3) A tablet; or
 - 4) A virtual reality device.
 - b. “Guest” means an individual who is not a student, employee, or designated volunteer of a District school who is on school property or at the site of a school-sponsored activity or event.
 - c. “Inappropriate matter” means pornographic or indecent material as defined in [Utah Code § 76-5c-208\(1\)\(a\)](#) and [Utah Code § 53G-10-103](#).

[Utah Admin. Rules R277-495-2\(2\), \(3\), \(4\) \(October 8, 2024\)](#)
[Utah Admin. Rules R277-495-4\(1\)\(a\) \(October 8, 2024\)](#)
2. Guest use of an electronic device on school premises, at a school sponsored activity, or by use of school connectivity to access inappropriate matter is prohibited. It is also illegal, may have criminal consequences, and shall be reported to law enforcement.

[Utah Admin. Rules R277-495-4\(1\)\(c\), \(3\)\(a\) \(October 8, 2024\)](#)
[Utah Code § 76-5c-208 \(2025\)](#)
3. Guests are prohibited from using any electronic device on school premises or at a school-sponsored event in any way which would cause invasions of the reasonable privacy expectations of others. Guests are specifically prohibited from making any type of recording (still photo, video, or audio) in private areas such as locker rooms, washrooms, dressing areas. The prohibition against using an electronic device in a way that invades the reasonable privacy interests of others also includes using an electronic device carried by a student that allows a guest or parent to monitor the student and those around the student through audio or video means. Such monitoring is prohibited.

[Utah Admin. Rules R277-495-4\(5\)\(a\) \(October 8, 2024\)](#)
[Utah Code § 77-23a-4 \(2011\)](#)

4. While on school premises, at a school-sponsored activity, or when using school connectivity, guests are prohibited from using an electronic device to bully, humiliate, harass, or intimidate students, school employees, or other guests, and from using electronic devices in any way which violates local, state, or federal laws. Guests are also prohibited from using an electronic device in a way that impacts academic activities.

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

M. Restrictions on Use of Sex-Designated Changing Rooms

1. The following definitions apply to this section
 - a. "Open to the general public" means a space that is freely accessible to a member of the general public or is freely accessible to an individual who has purchased a ticket, paid an entry fee, paid a membership fee, or otherwise paid for access to the facility. It does not include a space that is only accessible to District employees.

[Utah Code § 63G-31-101\(6\) \(2025\)](#)

- b. "Changing room" means a space designated for multiple individuals to dress or undress within the same space. It includes a locker room, shower room, dressing room, or fitting room and includes a restroom when the changing room contains or is attached to the restroom.

[Utah Code § 63G-31-101\(1\) \(2025\)](#)

- c. "Sex" means an individual's biological sex, either male or female, at birth, according to distinct reproductive roles as manifested by: (a) sex and reproductive organ anatomy; (b) chromosomal makeup; and (c) endogenous hormone profiles.

[Utah Code § 68-3-12.5\(33\) \(2025\)](#)

- d. "Female" means the characteristic of an individual whose biological reproductive system is of the general type that functions in a way that could produce ova.

[Utah Code § 68-3-12.5\(12\) \(2025\)](#)

- e. "Male" means the characteristic of an individual whose biological reproductive system is of the general type that functions to fertilize the ova of a female.

[Utah Code § 68-3-12.5\(18\) \(2025\)](#)

- f. “Sex-designated” means designated specifically for males or females and not the opposite sex.

2. Restriction on Use of Sex-Designated Changing Rooms

- a. Whenever an operational sex-designated changing room in a District facility has been made open to the general public, an individual may only access the changing room if the individual’s sex corresponds with the sex designation of the changing room or if the individual has both legally amended the individual’s birth certificate to correspond with the sex designation of the changing room and has also undergone a primary sex characteristic surgical procedure to correspond with the sex designation of the changing room.

[Utah Code § 63G-31-302\(1\)\(a\) \(2025\)](#)

- b. This restriction does not apply to:
- 1) An intersex individual (as defined by [Utah Code § 26B-8-101\(16\)](#));
 - 2) A minor child who requires assistance to access or use the changing room that corresponds with the child’s parent, guardian, or relative;
 - 3) A dependent minor or dependent adult who requires assistance to access or use the changing room that corresponds with the sex of a caretaker;
 - 4) An individual who is providing public safety services (law enforcement, emergency medical services, or fire protection); or
 - 5) An individual whose employment duties include the maintenance or cleaning of the changing room.

[Utah Code § 63G-31-302\(1\)\(b\), \(6\)\(c\) \(2025\)](#)

3. Enforcement

- a. Unless prohibited by [Utah Code § 53G-8-211](#) (relating to school-related conduct by minors), the school or District shall contact law enforcement upon receiving a complaint or allegation that the restriction on use of sex-designated changing rooms has been violated or upon receiving an allegation of any of the following offenses within a sex-designated changing room: lewdness ~~under as described in~~ [Utah Code § 76-5-419](#), lewdness involving a child ~~under as described in~~ [Utah Code § 76-5-420](#), voyeurism ~~under as described in~~ [Utah Code § 76-12-306](#),

recorded or photographed voyeurism as described in [Utah Code § 76-12-308](#), or loitering in a privacy space ~~under~~ as described in [Utah Code § 76-12-309](#), or criminal trespass as described in [Utah Code § 63G-31-302\(3\)](#).

[Utah Code § 63G-31-304\(1\) \(2025\)](#)

[Utah Code § 63G-31-302\(1\), \(2\) \(2025\)](#)

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 a 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

Policy 1072
Amended
October 9, 2024
First Reading
November 12, 2025
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December 10, 2025

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~~ 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~~ 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~~ 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\(6\)\(a\) \(2021\)](#)

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[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.

Policy 2060
Reviewed
June 11, 2025
First Reading
November 12, 2025
Second Reading
December 10, 2025

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

POLICY 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.

New Policy 2228
First Reading
November 12, 2025
Second Reading
December 10, 2025

[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.

Policy 4016
Amended
December 11, 2024
First Reading
November 12, 2025
Second Reading
December 10, 2025

[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

Policy 4018
Amended
December 11, 2024
First Reading
November 12, 2025
Second Reading
December 10, 2025

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, t~~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 C~~conspicuously linking to or displaying a QR code that links ~~ed~~ 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\(2\), \(3\) \(2025\)](#)

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 math instruction time and structure in the secondary schools. Kindergarten intake for the 2025-26 school year was also reviewed.

Tentative minutes of a Regular Meeting of the Board of Education, Box Elder County School District, held Wednesday evening November 12, 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, and Stephanie DeFilippis. Board Member Wade Hyde was absent. 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, and interested citizens.

President Summers welcomed those in attendance and conducted the business of the meeting. After the reverence, which was offered by Steve Carlsen, Makayla Barton led the audience in the pledge of allegiance.

Recognitions

Coerina Fife, Executive Director of Human Resources, recognized NaCoal Heath as the State of Utah Adult Education Student of the Year; Kelly Sorensen from Sunrise High School as the USBE/USCA October Secondary School Counselor of the Month; London Clarke from Lake View Elementary as the USBE/USCA October Elementary School Counselor of the Month; and Shamra Nielson from Bear River Middle School as the USBE November Spotlight for Health and Physical Education Teacher.

Heidi Jensen from Lake View Elementary, Tyree Blaisdell from North Park Elementary and Angie Smoot from Box Elder Middle School were awarded the SEE award for their contributions in strengthening PLCs, expanding student connections, and elevating employee appreciation.

Approval of Agenda

Danielle Wright made the motion to approve the agenda. Bryan Smith seconded the motion, which passed unanimously.

Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

Public Comment

Maria Fannesbeck provided public comment in opposition to the student grading policy.

Bryce Fannesbeck provided public comment in opposition to the student grading policy.

Sydnee Meili provided public comment in opposition to the student grading policy.

Bob Bailey provided public comment on a county wide protest of tax increases. He invited the Board Members to participate in the event.

Action Items

Approval of Revised TSSA Framework

Heidi Jo West, Assistant Superintendent of Elementary Teaching and Learning, presented the changes to the Revised TSSA Framework. The only change to framework is to align the review date of the TSSA plan with that of the review data of the School Lands Trust plan.

Karen Cronin made the motion to approve the revised TSSA Framework Plan as presented. Julie Taylor seconded the motion, which passed unanimously.

Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

Approval of Amendment to Fielding TSSA Plan

Heidi Jo West, Assistant Superintendent of Elementary Teaching & Learning, presented the changes to the Fielding TSSA Plan. Due to changes to level funding, Fielding proposed to change how TSSA funds are allocated. The change would send a few teachers to literacy conferences for professional development. Funding would be provided for teachers who participate in the guiding coalitions for their grade level.

Bryan Smith made the motion to approve the amendment to Fielding TSSA plan changes for the 2025-26 school year. Julie Taylor seconded the motion, which passed unanimously.

Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

Approval of Amendment to Garland TSSA Plan

Heidi Jo West, Assistant Superintendent of Elementary Teaching & Learning, presented the changes to the Garland TSSA Plan. Due to changes to level funding, Garland is proposed to change how TSSA funds are allocated. The change would send a few teachers to literacy conferences for professional development. Funding would be provided for teachers who participate in the guiding coalitions for their grade level. Funding was also moved into materials and supplies to purchase new technology items.

Danielle Wright made the motion to approve the amendment to Fielding TSSA plan changes for the 2025-26 school year. Karen Cronin seconded the motion, which passed unanimously.

Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes

Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

Approval of Architect and CM/GC for Discovery Addition

Corey Thompson, Facilities Director, presented the results of the solicitations for the expansion of Discovery Elementary. Awards for architect services and construction manager/general contractor (CM/GC). Design West is proposed to be the Architect and Hughes Contractors is the proposed CM/GC.

Danielle Wright made the motion to approve Design West as the Architect for the Discovery Elementary addition. Julie Taylor seconded the motion, which passed unanimously.

Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

Julie Taylor made a motion to approve Hughes Contractors as CM/GC for the Discovery Elementary addition. Bryan Smith seconded the motion, which was approved unanimously.

Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

Approval of CM/GC for Tremonton Elementary

Corey Thompson, Facilities Director, presented the results of the solicitation for a construction manager/general contractor (CM/GC) for the Tremonton elementary construction. It is proposed that DWA Construction be awarded the CM/GC contract.

Danielle Wright made a motion to approve DWA Construction as the CM/GC for the Tremonton elementary construction. Stephanie Defilippis seconded the motion, which passed unanimously.

Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

Information Items

Construction Update

Corey Thompson, Facilities Director, provided an update on the progress of the building expansions at Box Elder High School and Bear River High School. Box Elder High School is further along in the design process than Bear River High School. Both schools should be ready to go out to bid in the Winter/Spring of 2026.

Municipal Building Authority

Neil Stevens, Business Administrator, provided a preview of the upcoming actions for the Building Authority of the Box Elder School District next month. The building authority will meet to authorize a total borrowing amount to fund the upcoming school construction projects.

Monthly Financial Report

Neil Stevens, Business Administrator, presented the October 2025 Financial Report to the Board.

Board Committee Reports

Jubilee of Trees fundraising event for the Box Elder School District Foundation is November 12th - 14th, at the Box Elder County Fairgrounds.

Bear River High School Robotics held an open house last week.

Master Board training is due on December 1.

Makayla Barton, student board member, provided an update of activities at the high schools. The food can drive is ongoing at both high schools. Spirit Week and dances are coming up at both high schools.

September Employee Appreciation

Heidi Jo West, Assistant Superintendent of Elementary Instruction, presented September employee list of employees who were honored in local buildings for their individual efforts. The following employees were selected for September.

Sara Alfonso, Teacher at BRHS
Dixon Marble, Support Specialist at BRHS
Hailey Gunderson, Teacher at BRMS
Shaylee Capener, Support Specialist at BRMS
Nicole Capener, Teacher at ACHI
Nicki Ochsenbein, Support Specialist at ACHI
Wendy Van Dyke, Teacher at BEHS
Teresa Roubidoux, Support Specialist at BEHS
Emily Bingham, Teacher at BEMS
Amber Kaminsky, Support Specialist at BEMS
Brenda Anderson, Teacher at ACYI
Margaret Stevens, Support Specialist at ACYI
Kurt Moulton, Teacher at Sunrise
Aarika Zerkle, Support Specialist at Sunrise
Randi Jo Call, Teacher at Century
Serena Tingey, Support Specialist at Century
Madelyn Handley, Teacher at Discovery
Emily Hartman, Support Specialist at Discovery
Hayden Mitton, Teacher at Fielding
Lynda Garn, Support Specialist at Fielding
Duberlys Cha, Teacher at Garland
Kenzie Johnson, Support Specialist at Garland
Terra Brady, Teacher at Golden Spike
Jaime Myers, Support Specialist at Golden Spike
Andrea Dean, Teacher at Lake View
Jessica Busby, Support Specialist at Lake View
Ashley Anderson, Teacher at McKinley

Keri Zundel, Support Specialist at McKinley
Erica Hannah, Teacher at North Park
Becky Atkin, Support Specialist at North Park
Allison Shumway, Teacher at Three Mile Creek
Gloria Rueda, Support Specialist at Three Mile Creek
Bonnie (Michelle) Davis, Teacher at Willard
Katie Wyatt, Support Specialist at Willard
Kelly B Kunzler, Teacher in Western Schools
Michelle Hansen, Support Specialist in Western Schools

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 posed a question on Policy 2023. What is the max amount of purchases that can be approved on the District credit card? Neil Stevens responded that the credit card limits are managed through the credit card vendor and approved by the Business Administrator.

Karen Cronin posed a question on Policy 4020. How do we get parents involved in student learning plans? A school principal responded that principals have a planning document that encourages parental involvement. Teachers communicate with parents in multiple ways.

Bryan Smith made a motion to approve the presented policies on first reading. Julie Taylor seconded the motion, which passed unanimously.

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

Danielle Wright made the motion to approve the above policies for second reading. Stephanie Defilippis seconded the motion, which was approved unanimously.

Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

Consent Calendar

Karen Cronin posed a question about the personnel list. Why are two substitute custodians listed for the District Office? Neil Stevens responded that these are assigned to the District office for accounting purposes only.

Karen Cronin posed a question on the vehicle purchases. Are these vehicles included in the budget? Neil Stevens responded that the school bus purchases are in the budget already.

The Board requested that the Turning Point USA club introduce themselves and give a brief overview of the club.

Bryan Smith moved to accept the consent items. The motion was seconded by Danielle Wright and passed on a unanimous vote.

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 October 8, 2025.

Approval of claims numbered 54962 – 55218, 02100825 M, 05101025 M, 07103125 M, 08103125 M, 09102025 M, 09102425 M, 09103125 M, 9102425A M, 00101547 – 00101560, 01107069 – 01107216, 382 – 405, 16800626 – 16800630, 30403220 – 30403230, 30803846 – 30803868, 40403494 – 40403506, and the ACH and school activity checks for the month of October 2025.

Personnel Items

As detailed in the agenda.

Clubs

Out of State Travel Requests

Purchase of District Vehicles

Purchase of School Buses

South Transportation Fuel Tank

Suggestions for Future Board Meetings

1. Bryan Smith requested a review of math instructional hours.
2. Karen Cronin requested a demographer update in January.
3. Keith Mecham informed the Board of an upcoming change to concurrent enrollment course names and course numbers.

Closed Session to Discuss Personnel and Sale or Lease of Real Property

Danielle Wright motioned to move into closed session. The motion was seconded by Bryan Smith.

Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis – Yes

Karen Cronin motioned to move out of closed session. The motion was seconded by Bryan Smith.

Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes

Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

Student Expulsion

It is proposed that the Board approve the expulsion of Student A.

Bryan Smith motioned to approve the expulsion of Student A. Karen Cronin seconded the motion, which passed unanimously.

Julie Taylor – Yes
Tiffani Summers – Yes
Danielle Wright – Yes
Bryan Smith – Yes
Karen Cronin – Yes
Stephanie DeFilippis - Yes

Adjournment

With the announcement that the next meeting will be held on Wednesday, December 10, 2025 at 6:30 p.m. at the Independent Life Skills Center, President Tiffani Summers adjourned the meeting at 9:46 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: 11/01/2025 - 11/30/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00055219	C	11/06/2025	1	ISABEL MARTINEZ	34.40
01	00055220	C	11/06/2025	85556	BEAR RIVER HEALTH DEPARTMENT	65.00
01	00055221	C	11/06/2025	85768	BEAR RIVER SEWER DEPT	255.50
01	00055222	C	11/06/2025	111566	KENT BLACK	130.00
01	00055223	C	11/06/2025	104320	BOX ELDER COUNTY TREASURER	2,012.91
01	00055224	C	11/06/2025	73016	CANON U.S.A., INC	549.56
01	00055225	C	11/06/2025	71668	CHELSEA ESCALANTE	383.04
01	00055226	C	11/06/2025	324430	GRAYBAR ELECTRIC COMPANY INC	6,391.43
01	00055227	C	11/06/2025	111125	IML SECURITY SUPPLY	3,631.11
01	00055228	C	11/06/2025	63142	SHAWN JENSEN	92.97
01	00055229	C	11/06/2025	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	27,370.83
01	00055230	C	11/06/2025	467700	JOHNSON ELECTRIC MOTORS	4,840.15
01	00055231	C	11/06/2025	109818	VALYNN KUNZLER	785.23
01	00055232	C	11/06/2025	76236	PENNY LARSON	792.54
01	00055233	C	11/06/2025	42064	JENNIE MONSEN-HANSEN	33.44
01	00055234	C	11/06/2025	29858	MOUNTAINLAND SUPPLY COMPANY	2,112.21
01	00055235	C	11/06/2025	2216	RYAN OLSEN	104.00
01	00055236	C	11/06/2025	700077	PERRY CITY	288.72
01	00055237	C	11/06/2025	35270	CMRS-POC	3,000.00
01	00055238	C	11/06/2025	892645	ROCKY MOUNTAIN POWER	6,848.07
01	00055239	C	11/06/2025	70831	S & D CARWASH MANAGEMENT LLC	215.91
01	00055240	C	11/06/2025	802087	SNOWVILLE WATERWORKS INC	37.00
01	00055241	C	11/06/2025	65374	SUMMIT FIRE & SECURITY LLC	166.83
01	00055242	C	11/06/2025	75426	TREVIPAY-WALMART	15.96
01	00055243	C	11/06/2025	875087	UKON WATER CO	4,000.00
01	00055244	C	11/06/2025	924155	WASTE MGMT OF UTAH INC	6,810.56
01	00055245	C	11/06/2025	941217	WILLARD CITY CORP	205.06
01	00055246	C	11/06/2025	40223	MARGARET SAM YATES	1,800.00
01	00055247	C	11/06/2025	100742	ACT	7,200.00
01	00055248	C	11/06/2025	38032	AMAZON CAPITAL SERVICES INC	11,223.36
01	00055249	C	11/06/2025	23698	BIO CORPORATION	539.10
01	00055250	C	11/06/2025	44130	CONDOR TURF LLC	3,500.00
01	00055251	C	11/06/2025	58475	EMS LINQ, INC	32,740.00
01	00055252	C	11/06/2025	42986	GAGGLE.NET, INC	7,600.00
01	00055253	C	11/06/2025	327480	GREER'S HARDWARE	229.99
01	00055254	C	11/06/2025	386370	HYKO SUPPLY CO	974.14
01	00055255	C	11/06/2025	102697	INTERCONNECT SERVICES INC	23,444.85
01	00055256	C	11/06/2025	1821	IXL LEARNING	6,100.00
01	00055257	C	11/06/2025	100550	JOSTENS INC	1,143.36
01	00055258	C	11/06/2025	633340	OFFICE DEPOT	1,776.96
01	00055259	C	11/06/2025	699420	PERMA BOUND BOOKS	182.14
01	00055260	C	11/06/2025	110417	RESCO	2,062.00
01	00055261	C	11/06/2025	49220	ROCKALINGUA INC	199.00
01	00055262	C	11/06/2025	110840	RUSH TRUCK CENTER OF UTAH	161,449.00
01	00055263	C	11/06/2025	157371	STAPLES	965.73
01	00055264	C	11/06/2025	111790	SUNSTONE POTTERY	10,631.80
01	00055265	C	11/06/2025	111588	ULINE	2,293.51
01	00055266	C	11/13/2025	812477	ALSCO/AMERICAN LINEN	1,036.60
01	00055267	C	11/13/2025	36784	AMERICAN RED CROSS	185.00
01	00055268	C	11/13/2025	25909	AMERIGAS PROPANE	1,064.51
01	00055269	C	11/13/2025	85738	BEAR RIVER HIGH SCHOOL	8,547.22
01	00055270	C	11/13/2025	12033	BOB'S BODY SHOP	1,175.00
01	00055271	C	11/13/2025	104320	BOX ELDER COUNTY TREASURER	421.50
01	00055272	C	11/13/2025	104338	BOX ELDER HIGH SCHOOL	468.21
01	00055273	C	11/13/2025	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	2,163.50
01	00055274	C	11/13/2025	108217	BIRGHAM CITY CORPORATION	74,038.33
01	00055275	C	11/13/2025	113116	BRYSON SALES & SERVICE	6,772.15
01	00055276	C	11/13/2025	73016	CANON U.S.A., INC	2,753.66
01	00055277	C	11/13/2025	107994	CERTIFIED SHRED	141.00
01	00055278	C	11/13/2025	40363	CIO MEDICAL SERVICES	1,376.00
01	00055279	C	11/13/2025	110789	CORE BUSINESS TECHNOLOGIES (SIP)	39.95
01	00055280	C	11/13/2025	162470	CRUS OIL INC	3,066.06

Check Register Summary

Batch Year: 26 Bank: All Date Range: 11/01/2025 - 11/30/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00055281	C	11/13/2025	14958	CULLIGAN	203.95
01	00055282	C	11/13/2025	38091	DATAIO LLC	25,587.10
01	00055283	C	11/13/2025	729332	ECONO WASTE INC	8,108.66
01	00055284	C	11/13/2025	304217	GARLAND CITY	2,985.66
01	00055285	C	11/13/2025	13757	GARLAND CITY POLICE DEPARTMENT	33,040.25
01	00055286	C	11/13/2025	110559	HARMONY HOME HEALTH LLC	3,221.51
01	00055287	C	11/13/2025	57568	LANGUAGE ACCESS NETWORK LLC	122.90
01	00055288	C	11/13/2025	58246	LINDE GAS & EQUIPMENT INC	6,215.95
01	00055289	C	11/13/2025	12696	MHI SERVICE INC	3,478.32
01	00055290	C	11/13/2025	49859	JACKSON GROUP PETERBILT, INC.	13,833.24
01	00055291	C	11/13/2025	732367	RAFT RIVER RURAL	1,299.70
01	00055292	C	11/13/2025	107960	TYLER J RHODES	320.00
01	00055293	C	11/13/2025	10731	SMITH'S CUSTOMER CHARGES	31.67
01	00055294	C	11/13/2025	65374	SUMMIT FIRE & SECURITY LLC	500.00
01	00055295	C	11/13/2025	110914	SUPERIOR WATER AND AIR INC	35.95
01	00055296	C	11/13/2025	76635	THE JOHNSON FILES, LLC	750.00
01	00055297	C	11/13/2025	111109	TOM RANDALL DIST	2,429.74
01	00055298	C	11/13/2025	109356	TRANSPORT DIESEL INC	3,595.50
01	00055299	C	11/13/2025	892918	USBA / UTAH SCHOOL BOARDS ASSN	6,365.00
01	00055300	C	11/13/2025	511570	UTAH LABOR COMMISSION DIVISION OF	102.00
01	00055301	C	11/13/2025	55034	UTAH PARENT CENTER, INC	3,142.52
01	00055302	C	11/13/2025	892916	DGO FUEL NETWORK TEAM	48,499.50
01	00055303	C	11/13/2025	891181	LB 410027	4,512.92
01	00055304	C	11/13/2025	110040	WALL 2 WALL	397.00
01	00055305	C	11/13/2025	110931	WEESE GLASS LLC	363.00
01	00055306	C	11/13/2025	102931	ZIONS BANK NATIONAL BANK	324,936.06
01	00055307	C	11/13/2025	102931	ZIONS BANK NATIONAL BANK	1,483,876.05
01	00055308	C	11/13/2025	38032	AMAZON CAPITAL SERVICES INC	7,352.80
01	00055309	C	11/13/2025	106497	APPLE STORE	258.00
01	00055310	C	11/13/2025	11517	COMPUNET, INC	13,743.72
01	00055311	C	11/13/2025	44504	CROWN EQUIPMENT CORP	16,914.00
01	00055312	C	11/13/2025	100293	DELL INC	201.00
01	00055313	C	11/13/2025	68659	EDUCATOR RESOURCES, INC	679.00
01	00055314	C	11/13/2025	72656	PNC BANK	51.53
01	00055315	C	11/13/2025	109962	MUSIC & ARTS	724.26
01	00055316	C	11/13/2025	73849	HOWARD TECHNOLOGY SOLUTIONS	5,572.00
01	00055317	C	11/13/2025	386370	HYKO SUPPLY CO	672.21
01	00055318	C	11/13/2025	586159	MOUNTAIN STATE TEXTBOOK DEP	716.10
01	00055319	C	11/13/2025	102370	NATIONAL ASSOC SCHOOL NURSES	647.50
01	00055320	C	11/13/2025	66435	OBSERVERTAB, LLC	937.50
01	00055321	C	11/13/2025	633340	OFFICE DEPOT	392.08
01	00055322	C	11/13/2025	53295	PATRIOT ART AND DESIGN	830.00
01	00055323	C	11/13/2025	699420	PERMA BOUND BOOKS	408.89
01	00055324	C	11/13/2025	59960	PINE COVE CONSULTING LLC	2,716.00
01	00055325	C	11/13/2025	157371	STAPLES	226.20
01	00055326	C	11/13/2025	76120	WABASH VALLEY MANUFACTURING	2,007.75
01	00055327	C	11/20/2025	72737	AMERITAS LIFE INSURANCE CORP	3,693.11
01	00055328	C	11/20/2025	999027	B E SCHOOL BOARD FUND	70.00
01	00055329	C	11/20/2025	999024	BOSTON MUTUAL LIFE INS CO - W	406.36
01	00055330	C	11/20/2025	999055	BOX ELDER FOUNDATION	138.00
01	00055331	C	11/20/2025	999023	BOX ELDER SCHOOL DISTRICT	100.00
01	00055332	C	11/20/2025	999033	BUREAU CHILD SUPPORT SERV	3,273.00
01	00055333	C	11/20/2025	999021	ELEVATE CREDIT UNION	6,600.00
01	00055334	C	11/20/2025	999019	EMI HEALTH	390.27
01	00055335	C	11/20/2025	75531	EMI HEALTH	35,288.67
01	00055336	C	11/20/2025	999017	GLOBE LIFE INSURANCE CO	69.12
01	00055337	C	11/20/2025	999035	HORACE MANN INSURANCE COMPANY	29,400.53
01	00055338	C	11/20/2025	51080	IDAHO DIV OF MANAGEMENT/CHILD SUPPORT	461.00
01	00055339	C	11/20/2025	999084	NATIONAL BENEFITS SERVICES LLC	8,265.00
01	00055340	C	11/20/2025	999081	NATIONAL BENEFITS SERVICES LLC	8,672.12
01	00055341	C	11/20/2025	999156	OLSON SHANER	1,048.40
01	00055342	C	11/20/2025	999079	PEHP	752,926.08

Check Register Summary

Batch Year: 26 Bank: All Date Range: 11/01/2025 - 11/30/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00055343	C	11/20/2025	999032	PRE-PAID LEGAL SERVICES	1,247.15
01	00055344	C	11/20/2025	68560	PRIMUS LAW PC	95.71
01	00055345	C	11/20/2025	999018	THE HARTFORD	27,976.26
01	00055346	C	11/20/2025	999012	UESP	200.00
01	00055347	C	11/20/2025	999007	UTAH EDUCATION ASSOCIATION	3,645.10
01	00055348	C	11/20/2025	999025	UTAH SCHOOL EMPLOYEES ASSOCIATION	6,238.86
01	00055349	C	11/20/2025	999004	UTAH STATE TAX COMMISSION	375.68
01	00055350	C	11/20/2025	999003	UTAH STATE TAX COMMISSION	271,773.27
01	00055351	C	11/20/2025	71110	VOYA FINANCIAL	9,500.35
01	00055352	C	11/20/2025	1	BRITTANY BAIRD	102.00
01	00055353	C	11/20/2025	1	ISABEL MARTINEZ	83.40
01	00055354	C	11/20/2025	1	JAYCEE FRANCIS	30.00
01	00055355	C	11/20/2025	6617	ACME WATER CO	161.65
01	00055356	C	11/20/2025	14575	AIRMOTIVE SERVICE	457.42
01	00055357	C	11/20/2025	69140	ATC AUTO GLASS	1,625.00
01	00055358	C	11/20/2025	102956	BEAR RIVER MENTAL HEALTH	253.02
01	00055359	C	11/20/2025	12033	BOB'S BODY SHOP	1,500.00
01	00055360	C	11/20/2025	73016	CANON U.S.A., INC	4,291.15
01	00055361	C	11/20/2025	165037	CURLEW RESERVOIR & IRRIGATION CO	107.53
01	00055362	C	11/20/2025	62235	DEX IMAGING LLC	365.00
01	00055363	C	11/20/2025	73121	DYLAN SMITH	130.00
01	00055364	C	11/20/2025	48968	DR. DAVE SPEAKS, LLC	1,500.00
01	00055365	C	11/20/2025	64084	ALDER EDUCATION LAW	1,000.00
01	00055366	C	11/20/2025	76481	EVERWAY LLC	444.98
01	00055367	C	11/20/2025	361	INTERMOUNTAIN HEALTHCARE	202.52
01	00055368	C	11/20/2025	49026	IVY LANE PEDATRICS	36,113.32
01	00055369	C	11/20/2025	100774	JEPPESEN DISTRIBUTING/JEFF JEPPESEN	13,740.52
01	00055370	C	11/20/2025	111273	NUCO2 LLC	2,616.86
01	00055371	C	11/20/2025	104436	POWER ENGINEERING INC	216.00
01	00055372	C	11/20/2025	892645	ROCKY MOUNTAIN POWER	46,972.75
01	00055373	C	11/20/2025	60020	RON KELLER TIRE INC	1,335.94
01	00055374	C	11/20/2025	110968	SKY BLUE INDUSTRIES INC	110.09
01	00055375	C	11/20/2025	76635	THE JOHNSON FILES, LLC	4,250.00
01	00055376	C	11/20/2025	852617	TREMONTON CITY CORP	2,671.43
01	00055377	C	11/20/2025	21008	US DEPARTMENT OF EDUCATION	3,516.90
01	00055378	C	11/20/2025	102558	UTAH DEPARTMENT OF HEALTH	49,128.64
01	00055379	C	11/20/2025	941217	WILLARD CITY CORP	800.00
01	00055380	C	11/20/2025	40223	MARGARET SAM YATES	414.00
01	00055381	C	11/20/2025	38032	AMAZON CAPITAL SERVICES INC	11,162.08
01	00055382	C	11/20/2025	106497	APPLE STORE	1,017.00
01	00055383	C	11/20/2025	779	GOVCONNECTION INC	278.00
01	00055384	C	11/20/2025	100293	DELL INC	1,243.16
01	00055385	C	11/20/2025	386370	HYKO SUPPLY CO	1,849.56
01	00055386	C	11/20/2025	45560	LAKESHORE LEARNING MATERIALS	1,063.67
01	00055387	C	11/20/2025	633340	OFFICE DEPOT	343.48
01	00055388	C	11/20/2025	13560	PERIPOLE, INC	592.94
01	00055389	C	11/20/2025	699420	PERMA BOUND BOOKS	395.12
01	00055390	C	11/20/2025	35955	PROMO PLUS	162.20
01	00055391	C	11/20/2025	786410	SHIFFLER EQUIP	52.62
01	02111825	M	11/17/2025	109177	UTAH DEPARTMENT OF WORKFORCE SERVICES	6,228.70
01	05111025	M	11/09/2025	888540	US BANK	197,494.55
01	07112625	M	11/20/2025	999070	HEALTH EQUITY INC	165,674.77
01	08112525	M	11/20/2025	999005	UTAH STATE RETIREMENT FUND	1,934,446.31
01	09110325	M	11/20/2025	999140	BANK OF UTAH	2,122.97
01	09111225	M	11/20/2025	999140	BANK OF UTAH	108,513.59
01	09112025	M	11/20/2025	999140	BANK OF UTAH	251,330.08
01	09112625	M	11/20/2025	999140	BANK OF UTAH	1,419,473.00
01	0W110625	M	11/06/2025	76740	OLD REPUBLIC NATIONAL TITLE INSURANCE CO	135,585.95
Total Bank: 01						\$8,068,504.66

Check Register Summary

Batch Year: 26 Bank: All Date Range: 11/01/2025 - 11/30/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
02	00101559	CV	11/17/2025	109542	UNIVERISTY OF UTAH	-5,500.00
02	00101561	C	11/06/2025	38032	AMAZON CAPITAL SERVICES INC	822.61
02	00101562	C	11/06/2025	45560	LAKESHORE LEARNING MATERIALS	18.99
02	00101563	C	11/06/2025	75426	TREVIPAY-WALMART	161.99
02	00101564	C	11/13/2025	106497	APPLE STORE	1,316.00
02	00101565	C	11/13/2025	45500	BOX ELDER SCHOOL DISTRICT	488.40
02	00101566	C	11/13/2025	100148	HIGH NOON BOOKS	679.84
02	00101567	C	11/13/2025	109248	J W PEPPER MUSIC	485.49
02	00101568	C	11/13/2025	664141	OTC BRANDS	127.96
02	00101569	C	11/13/2025	47686	TNT ENGRAVING	435.00
02	00101570	C	11/17/2025	30872	UTAH VALLEY UNIVERSITY	5,500.00
02	00101571	C	11/20/2025	38032		0.00
02	00101572	C	11/20/2025	104338	BOX ELDER HIGH SCHOOL	15,189.00
02	00101573	C	11/20/2025	107940	IPACO	224.99
02	00101574	C	11/20/2025	47686	TNT ENGRAVING	110.00
02	00101575	C	11/20/2025	75426	TREVIPAY-WALMART	12.40
02	00101576	C	11/20/2025	100471	WEBER STATE UNIVERSITY	2,200.00
Total Bank: 02						\$22,272.67
11	01107217	A	11/06/2025	67679	MELISSA BAKER	68.32
11	01107218	A	11/06/2025	73369	MACLANE BALLARD	356.16
11	01107219	A	11/06/2025	104132	BEAZER LOCK & KEY	199.50
11	01107220	A	11/06/2025	101520	BELL JANITORIAL	7,424.53
11	01107221	A	11/06/2025	40410	KAREN BRAITHWAITE	71.40
11	01107222	A	11/06/2025	44342	MICHELLE BREIDER	254.10
11	01107223	A	11/06/2025	106437	CARSON ELEVATOR CO INC	352.47
11	01107224	A	11/06/2025	53473	CHARLIE'S PRODUCE	2,447.36
11	01107225	A	11/06/2025	32263	TIFFANY EDDINGTON	757.51
11	01107226	A	11/06/2025	728870	ENBRIDGE GAS UTAH	591.91
11	01107227	A	11/06/2025	75272	ESS WEST, LLC	41,259.32
11	01107228	A	11/06/2025	67407	MALISSA FREEZE	191.52
11	01107229	A	11/06/2025	76511	ASHLEE HANCOCK	296.85
11	01107230	A	11/06/2025	67644	MICHELLE JENSEN	712.60
11	01107231	A	11/06/2025	62030	MARCUS LEONARD	417.76
11	01107232	A	11/06/2025	76198	ABIGAIL MERRILL	357.28
11	01107233	A	11/06/2025	43982	MIKE MOORE	604.80
11	01107234	A	11/06/2025	20079	MEGAN MORRIS	775.15
11	01107235	A	11/06/2025	71439	PILOT THOMAS LOGISTICS, LLC	17,030.02
11	01107236	A	11/06/2025	74284	THATCHER COMPANY, INC.	4,256.95
11	01107237	A	11/06/2025	76147	BROOKLYN TIMBIMBOO	138.88
11	01107238	A	11/06/2025	100590	WAXIE SANITARY SUPPLY	713.86
11	01107239	A	11/13/2025	56073	APPTEGY	500.00
11	01107240	A	11/13/2025	29785	HENRY BAKER	60.00
11	01107241	A	11/13/2025	101520	BELL JANITORIAL	1,140.23
11	01107242	A	11/13/2025	60933	MICHAEL BIRD	36.00
11	01107243	A	11/13/2025	107376	KAYLENE BOND	26.00
11	01107244	A	11/13/2025	49476	MICHAEL BOWEN	47.00
11	01107245	A	11/13/2025	31380	JOSE M CEDILLO	235.00
11	01107246	A	11/13/2025	134250	CEM SALES & SERVICE	1,223.17
11	01107247	A	11/13/2025	53473	CHARLIE'S PRODUCE	4,575.48
11	01107248	A	11/13/2025	4090	MARY CLARK	59.00
11	01107249	A	11/13/2025	75698	MACKENZI CLAWSON	82.00
11	01107250	A	11/13/2025	66265	CURTIS EGBERT	36.00
11	01107251	A	11/13/2025	728870	ENBRIDGE GAS UTAH	14,110.04
11	01107252	A	11/13/2025	75272	ESS WEST, LLC	94,011.48
11	01107253	A	11/13/2025	106815	MAILEE FORREST	82.00
11	01107254	A	11/13/2025	36706	MONICA GROVER	47.00
11	01107255	A	11/13/2025	64866	JACOB HANSEN	95.00
11	01107256	A	11/13/2025	110942	KIP A HEINER	229.00
11	01107257	A	11/13/2025	39314	MELISSA INGRAM	320.00
11	01107258	A	11/13/2025	61530	INTELEPEER CLOUD COMMUNICATIONS, LLC	5,582.53
11	01107259	A	11/13/2025	69850	ARDELL JENKS	93.00
11	01107260	A	11/13/2025	72842	MONTANAELA LOFTISS	194.00

Check Register Summary

Batch Year: 26 Bank: All Date Range: 11/01/2025 - 11/30/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
11	01107261	A	11/13/2025	29777	JAMES O MAY	26.00
11	01107262	A	11/13/2025	67075	RACHEL MCCULLOUGH	153.00
11	01107263	A	11/13/2025	10936	JONI MITCHELL	59.00
11	01107264	A	11/13/2025	25640	RAMONA MORA	26.00
11	01107265	A	11/13/2025	56103	KARA MORRISS	59.00
11	01107266	A	11/13/2025	67032	GARY MORTENSEN	36.00
11	01107267	A	11/13/2025	21962	MARK NELSON	46.00
11	01107268	A	11/13/2025	62081	NICOLE HESS VINYL	32.00
11	01107269	A	11/13/2025	55930	MCKELLEN RADER	36.00
11	01107270	A	11/13/2025	45349	LADAWN RICHINS	46.00
11	01107271	A	11/13/2025	42935	DAVID SHAFFER	320.00
11	01107272	A	11/13/2025	58858	ANNA SHERMAN	36.00
11	01107273	A	11/13/2025	58866	RACHEL SMITH	36.00
11	01107274	A	11/13/2025	102033	SCOTT STAHOLI	46.00
11	01107275	A	11/13/2025	12688	SYSCO	245,640.20
11	01107276	A	11/13/2025	62510	JESSICA WAITE	274.68
11	01107277	A	11/13/2025	100590	WAXIE SANITARY SUPPLY	145.47
11	01107278	A	11/13/2025	28150	KARIE WEAVER	59.00
11	01107279	A	11/13/2025	69442	TRINA WINNINGHAM	265.00
11	01107280	A	11/13/2025	63940	LESLIE YOUNG	36.00
11	01107281	A	11/20/2025	104132	BEAZER LOCK & KEY	2,464.00
11	01107282	A	11/20/2025	95835	JASON V BINGHAM	377.00
11	01107283	A	11/20/2025	61301	CADEN BURRELL	276.00
11	01107284	A	11/20/2025	104843	WAYNE BURRELL	356.00
11	01107285	A	11/20/2025	76732	HAYDEN CHADAZ	276.00
11	01107286	A	11/20/2025	53473	CHARLIE'S PRODUCE	2,201.46
11	01107287	A	11/20/2025	20338	ROXANN CHRISTENSEN	145.15
11	01107288	A	11/20/2025	728870	ENBRIDGE GAS UTAH	15,814.13
11	01107289	A	11/20/2025	75272	ESS WEST, LLC	31,496.41
11	01107290	A	11/20/2025	8699	CLARK FUNK	276.00
11	01107291	A	11/20/2025	27782	TIFFANIE HADLEY	69.66
11	01107292	A	11/20/2025	68144	MELISSA HISLOP	11.37
11	01107293	A	11/20/2025	76686	ERIKIA HUGHES	89.15
11	01107294	A	11/20/2025	63908	TAYLOR JACKSON	136.64
11	01107295	A	11/20/2025	46698	BOBBI JEPPESEN	44.80
11	01107296	A	11/20/2025	57860	BAILEY NESSEN	44.69
11	01107297	A	11/20/2025	68802	ABBY OBLOCK	92.96
11	01107298	A	11/20/2025	44903	HAYLEY PHELPS-CHOURNOS	388.42
11	01107299	A	11/20/2025	71439	PILOT THOMAS LOGISTICS, LLC	21,280.83
11	01107300	A	11/20/2025	25836	KRIS THOMPSON	338.00
11	01107301	A	11/20/2025	100590	WAXIE SANITARY SUPPLY	3,105.80
Total Bank: 11						\$528,724.00
15	00000406	C	11/04/2025	45500	BOX ELDER SCHOOL DISTRICT	3,283.00
15	00000407	C	11/04/2025	30490	JUNIOR ACHIEVEMENT OF UTAH	288.00
15	00000408	C	11/04/2025	38032	AMAZON CAPITAL SERVICES INC	181.96
15	00000409	C	11/11/2025	489240	KENTS MARKET PL/TREMONTON	361.09
15	00000410	C	11/11/2025	12777	PETTINGILL'S FRUIT FARM	175.00
15	00000411	C	11/11/2025	38032	AMAZON CAPITAL SERVICES INC	556.89
15	00000412	C	11/11/2025	62235	DEX IMAGING LLC	912.20
15	00000413	C	11/18/2025	104321	BOX ELDER SCHOOL DISTRICT	490.08
15	00000414	C	11/18/2025	76660	DUBERLYS CHA	175.00
15	00000415	C	11/18/2025	14958	CULLIGAN	139.95
15	00000416	C	11/18/2025	27510	LINDSI FLORENCE	119.50
15	00000417	C	11/18/2025	489240	KENTS MARKET PL/TREMONTON	131.13
15	00000418	C	11/18/2025	17680	WORLD'S FINEST CHOCOLATE	18,138.00
15	00000419	C	11/18/2025	38032	AMAZON CAPITAL SERVICES INC	2,099.48
15	00000420	C	11/18/2025	45560	LAKESHORE LEARNING MATERIALS	929.10
Total Bank: 15						\$27,980.38

Check Register Summary

Batch Year: 26 Bank: All Date Range: 11/01/2025 - 11/30/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
29	16800631	C	11/06/2025	489240	KENTS MARKET PL/TREMONTON	264.96
29	16800632	C	11/12/2025	86	BUSINESS SOLUTIONS GROUP	56.50
29	16800633	C	11/12/2025	38032	AMAZON CAPITAL SERVICES INC	925.96
29	16800634	C	11/24/2025	104321	BOX ELDER SCHOOL DISTRICT	298.16
29	16800635	C	11/24/2025	33430	LEADING EDGE LAMINATING	139.96
Total Bank: 29						\$1,685.54
33	30403231	C	11/05/2025	38032	AMAZON CAPITAL SERVICES INC	382.36
33	30403232	C	11/05/2025	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	980.00
33	30403233	C	11/05/2025	489240	KENTS MARKET PL/TREMONTON	308.75
33	30403234	C	11/05/2025	12190	STERLING PETERSEN	350.00
33	30403235	C	11/05/2025	75426	TREVIPAY-WALMART	363.57
33	30403236	C	11/13/2025	38032	AMAZON CAPITAL SERVICES INC	888.36
33	30403237	C	11/13/2025	75426	TREVIPAY-WALMART	791.80
33	30403238	C	11/13/2025	16535	VEX ROBOTICS	1,791.86
33	30403239	C	11/18/2025	38032	AMAZON CAPITAL SERVICES INC	603.40
33	30403240	C	11/18/2025	104321	BOX ELDER SCHOOL DISTRICT	551.28
33	30403241	C	11/18/2025	769715	SAM'S CLUB BUSINESS PAYMENTS	118.03
33	30403242	C	11/18/2025	75426	TREVIPAY-WALMART	22.37
Total Bank: 33						\$7,151.78
34	30803869	C	11/07/2025	112046	ACE HARDWARE - BRIGHAM	224.50
34	30803870	C	11/07/2025	38032	AMAZON CAPITAL SERVICES INC	670.82
34	30803871	C	11/07/2025	106895	BADGER SCREEN PRINTING CO	1,518.56
34	30803872	C	11/07/2025	46353	HEATHER LYMAN	85.00
34	30803873	C	11/07/2025	5908	WALMART COMMUNITY	1.87
34	30803874	C	11/21/2025	112046	ACE HARDWARE - BRIGHAM	139.62
34	30803875	C	11/21/2025	104321	BOX ELDER SCHOOL DISTRICT	777.49
34	30803876	C	11/21/2025	158220	COVER UP	228.13
34	30803877	C	11/21/2025	109248	J W PEPPER MUSIC	65.00
34	30803878	C	11/21/2025	633340	OFFICE DEPOT	9.45
34	30803879	C	11/21/2025	67776	SO SIMPLY SWEET CO	338.00
Total Bank: 34						\$4,058.44
35	40403507	C	11/06/2025	1724	ACE HARDWARE TREMONTON	145.16
35	40403508	C	11/06/2025	45500	BOX ELDER SCHOOL DISTRICT	1,030.30
35	40403509	C	11/06/2025	104321	BOX ELDER SCHOOL DISTRICT	60.00
35	40403510	C	11/06/2025	327480	GREER'S HARDWARE	116.86
35	40403511	C	11/06/2025	103961	INTERMOUNTAIN WOOD PRODUCTS	777.72
35	40403512	C	11/06/2025	489240	KENTS MARKET PL/TREMONTON	497.03
35	40403513	C	11/06/2025	110914	SUPERIOR WATER AND AIR INC	39.95
35	40403514	C	11/06/2025	75426	TREVIPAY-WALMART	89.53
35	40403515	C	11/13/2025	38032	AMAZON CAPITAL SERVICES INC	829.12
35	40403516	C	11/13/2025	104321	BOX ELDER SCHOOL DISTRICT	622.17
Total Bank: 35						\$4,207.84

Check Register Summary

Batch Year: 26 Bank: All Date Range: 11/01/2025 - 11/30/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
36	40804883	C	11/04/2025	38032	AMAZON CAPITAL SERVICES INC	214.86
36	40804884	C	11/04/2025	104338	BOX ELDER HIGH SCHOOL	7,207.00
36	40804885	C	11/04/2025	104321	BOX ELDER SCHOOL DISTRICT	407.16
36	40804886	C	11/04/2025	109248	J W PEPPER MUSIC	6.01
36	40804887	C	11/04/2025	489250	KENTS MARKET PL/BRIGHAM	725.71
36	40804888	C	11/04/2025	19879	SHEET MUSIC PLUS	10.98
36	40804889	C	11/04/2025	51063	SHRED IT STERICYCLE, INC	110.68
36	40804890	C	11/04/2025	75426	TREVIPAY-WALMART	222.49
36	40804891	C	11/14/2025	38032	AMAZON CAPITAL SERVICES INC	665.47
36	40804892	C	11/14/2025	104338	BOX ELDER HIGH SCHOOL	210.00
36	40804893	C	11/14/2025	49948	JAKIMELIS BAKERY	272.00
36	40804894	C	11/14/2025	25119	SIZZLING PLATTER	76.89
36	40804895	C	11/14/2025	10731	SMITH'S CUSTOMER CHARGES	99.33
36	40804896	C	11/14/2025	111790	SUNSTONE POTTERY	216.32
36	40804897	C	11/14/2025	75426	TREVIPAY-WALMART	313.67
36	40804898	C	11/17/2025	104321	BOX ELDER SCHOOL DISTRICT	1,129.77
36	40804899	C	11/24/2025	1643	ALLENS CERAMICS	22.00
36	40804900	C	11/24/2025	38032	AMAZON CAPITAL SERVICES INC	74.40
36	40804901	C	11/24/2025	75426	TREVIPAY-WALMART	322.08
Total Bank: 36						\$12,306.82
37	70415827	CV	11/03/2025	28967	ROBOTICS ED & COMPETITION FOUNDATION	-65.00
37	70415864	C	11/04/2025	72427	BEAR RIVER FLORAL	55.00
37	70415865	C	11/04/2025	104321	BOX ELDER SCHOOL DISTRICT	4,187.55
37	70415866	C	11/04/2025	104321	BOX ELDER SCHOOL DISTRICT	1,869.00
37	70415867	C	11/04/2025	31658	BSN SPORTS	4,806.82
37	70415868	C	11/04/2025	107994	CERTIFIED SHRED	112.00
37	70415869	C	11/04/2025	12653	DJO GLOBAL LLC	620.09
37	70415870	C	11/04/2025	63754	TYKE NESSEN	750.00
37	70415871	C	11/04/2025	76490	JANET EVANS	65.00
37	70415872	C	11/04/2025	6890	FBLA - PBL	17.00
37	70415873	C	11/04/2025	327480	GREER'S HARDWARE	243.37
37	70415874	C	11/04/2025	4910	NATIONAL FFA ORGANIZATION	616.00
37	70415875	C	11/04/2025	633340	OFFICE DEPOT	3,146.52
37	70415876	C	11/04/2025	21539	PREMIER FOODS	538.43
37	70415877	C	11/04/2025	75078	ALEXIS IDOKA	257.92
37	70415878	C	11/04/2025	76503	ISAAKO TALATAU	800.00
37	70415879	C	11/04/2025	72435	TWISTED SUGAR TREMONTON	674.06
37	70415880	C	11/06/2025	1	LARISS FERTIG	22.00
37	70415881	C	11/06/2025	1724	ACE HARDWARE TREMONTON	44.96
37	70415882	C	11/06/2025	38032	AMAZON CAPITAL SERVICES INC	1,192.41
37	70415883	C	11/06/2025	64459	AU CONCEPTS & DESIGNS, LLC	650.00
37	70415884	C	11/06/2025	28991	FAMILY CAREER AND COMMUNITY LEADERS OF	150.00
37	70415885	C	11/06/2025	489240	KENTS MARKET PL/TREMONTON	2,870.01
37	70415886	C	11/06/2025	863370	UASSP/UTAH ASSOCIATION OF	600.00
37	70415887	C	11/06/2025	16535	VEX ROBOTICS	1,384.19
37	70415888	C	11/11/2025	104321	BOX ELDER SCHOOL DISTRICT	17,354.86
37	70415889	C	11/11/2025	76520	CAPITAL HILTON	1,675.48
37	70415890	C	11/11/2025	76058	DAISY PAC, LLC	269.56
37	70415891	C	11/11/2025	32115	HOODOO ORIGINALS	330.00
37	70415892	C	11/11/2025	3263	IMAGE MATTERS	1,442.09
37	70415893	C	11/11/2025	762360	RUPP WASTE CONTAINERS INC	230.94
37	70415894	C	11/11/2025	6114	STYLISH DESIGNS	1,900.00
37	70415895	C	11/11/2025	75388	SUGAR & SIPS, LLC	101.25
37	70415896	C	11/11/2025	69035	TITAN SPORTING GOODS	2,900.00
37	70415897	C	11/13/2025	38032	AMAZON CAPITAL SERVICES INC	1,644.21
37	70415898	C	11/13/2025	16209	CAST IRON CATERING COMPANY	3,700.00
37	70415899	C	11/13/2025	40363	CIO MEDICAL SERVICES	661.00
37	70415900	C	11/13/2025	11304	CONCORD THEATRICALS, CORP	725.00
37	70415901	C	11/13/2025	158220	COVER UP	792.50
37	70415902	C	11/13/2025	20290	J BRIAN SMOKEHOUSE, INC	9,000.00
37	70415903	C	11/13/2025	4910	NATIONAL FFA ORGANIZATION	380.75
37	70415904	C	11/13/2025	76651	PINMART, INC	1,200.00

Check Register Summary

Batch Year: 26 Bank: All Date Range: 11/01/2025 - 11/30/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
37	70415905	C	11/13/2025	110914	SUPERIOR WATER AND AIR INC	40.00
37	70415906	C	11/13/2025	75426	TREVIPAY-WALMART	341.39
37	70415907	C	11/13/2025	16535	VEX ROBOTICS	749.81
37	70415908	C	11/18/2025	64564	ADRENALINE	1,465.00
37	70415909	C	11/18/2025	68764	BEARDED LUMBERJACK, LLC	2,000.00
37	70415910	C	11/18/2025	14583	CASTLE MANOR LLC	2,300.00
37	70415911	C	11/18/2025	76708	MARV TRAINING	287.50
37	70415912	C	11/18/2025	76716	RUMBLE IN THE ROCKIES	4,307.68
37	70415913	C	11/18/2025	72168	SCOTT STEVENS DIGITAL, LLC	750.00
37	70415914	C	11/18/2025	76724	THE TATER BALL	6,560.00
37	70415915	C	11/18/2025	67466	UTAH STATE FAIR CORPORATION	8,189.40
37	70415916	C	11/20/2025	38032	AMAZON CAPITAL SERVICES INC	962.64
37	70415917	C	11/20/2025	31658	BSN SPORTS	20,549.04
37	70415918	C	11/20/2025	73350	DAR'S WELDING	55.90
37	70415919	C	11/20/2025	7277	PIONEER ATHLETICS	174.11
37	70415920	C	11/20/2025	67326	PIZZA PLUS OF TREMONTON	2,008.49
37	70415921	C	11/20/2025	28967	ROBOTICS ED & COMPETITION FOUNDATION	1,115.00
37	70415922	C	11/20/2025	67776	SO SIMPLY SWEET CO	90.00
37	70415923	C	11/20/2025	157371	STAPLES	1,037.59
37	70415924	C	11/20/2025	75426	TREVIPAY-WALMART	301.74
37	70415925	C	11/25/2025	1	LINDSEY HESS	155.00
37	70415926	C	11/25/2025	66559	ALLTEAM SPORTSWEAR	1,753.00
37	70415927	C	11/25/2025	38032	AMAZON CAPITAL SERVICES INC	2,203.05
37	70415928	C	11/25/2025	85738	BEAR RIVER HIGH CAFETERIA	85.32
37	70415929	C	11/25/2025	111004	BRIDGERLAND APPLIED TECH/BATC	308.40
37	70415930	C	11/25/2025	111660	CLAY CHOURNOS	131.00
37	70415931	C	11/25/2025	76643	FREEDOM RIDGE FIREARMS	3,238.19
37	70415932	C	11/25/2025	63908	TAYLOR JACKSON	23.00
37	70415933	C	11/25/2025	76783	KYLAH SORENSEN PHOTOGRAPHY	660.00
37	70415934	C	11/25/2025	72273	MACFARLANE PHOTOGRAPHY, INC	175.00
37	70415935	C	11/25/2025	66834	MOUNTAIN VALLEY PRINTING	4,581.82
37	70415936	C	11/25/2025	44172	NORCO INC	597.61
37	70415937	C	11/25/2025	28967	ROBOTICS ED & COMPETITION FOUNDATION	600.00
37	70415938	C	11/25/2025	63126	STRYDER GEAR	2,145.00
37	70415939	C	11/25/2025	75426	TREVIPAY-WALMART	177.41
Total Bank: 37						\$140,034.06
38	70815943	CV	11/10/2025	106895	BADGER SCREEN PRINTING CO	-81.09
38	70815958	C	11/06/2025	112046	ACE HARDWARE - BRIGHAM	118.71
38	70815959	C	11/06/2025	38032	AMAZON CAPITAL SERVICES INC	4,195.24
38	70815960	C	11/06/2025	35777	AUTOZONE	29.45
38	70815961	C	11/06/2025	45500	BOX ELDER SCHOOL DISTRICT	331.20
38	70815962	C	11/06/2025	104370	BOX ELDER NEWS JOURNAL	158.40
38	70815963	C	11/06/2025	104321	BOX ELDER SCHOOL DISTRICT	11,665.00
38	70815964	C	11/06/2025	104321	BOX ELDER SCHOOL DISTRICT	604.17
38	70815965	C	11/06/2025	31658	BSN SPORTS	2,511.57
38	70815966	C	11/06/2025	1597	CORNER CANYON HIGH SCHOOL	300.00
38	70815967	C	11/06/2025	107994	CERTIFIED SHRED	44.00
38	70815968	C	11/06/2025	69256	JFS WHOLESAL	110.70
38	70815969	C	11/06/2025	25119	SIZZLING PLATTER	279.60
38	70815970	C	11/06/2025	4880	WURTH LOUIS & COMPANY	493.82
38	70815971	C	11/06/2025	70700	MALLORY MERRILL	270.00
38	70815972	C	11/06/2025	4910	NATIONAL FFA ORGANIZATION	66.00
38	70815973	C	11/06/2025	47007	SPINGVILLE HIGH SCHOOL	480.00
38	70815974	C	11/06/2025	44172	NORCO INC	1,470.03
38	70815975	C	11/06/2025	4979	O'REILLY AUTOMOTIVE	32.28
38	70815976	C	11/06/2025	698980	PEPSI-COLA OF OGDEN	299.20
38	70815977	C	11/06/2025	804825	SUNRISE HIGH SCHOOL	299.00
38	70815978	C	11/06/2025	5223	SWIRE COCA-COLA	108.68
38	70815979	C	11/06/2025	19488	T SHIRT CHOP SHOP	116.00
38	70815980	C	11/06/2025	75426	TREVIPAY-WALMART	659.70
38	70815981	C	11/06/2025	7609	UTAH FBLA-PBL	297.00
38	70815982	C	11/11/2025	1	AIMEE COTTLE	198.00

Check Register Summary

Batch Year: 26 Bank: All Date Range: 11/01/2025 - 11/30/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
38	70815983	C	11/11/2025	1	ANDRIA WOOD	50.00
38	70815984	C	11/11/2025	1	LAKEVIEW ELEMENTARY	14.92
38	70815985	C	11/11/2025	1	VICTORIA HARKER	240.00
38	70815986	C	11/11/2025	112046	ACE HARDWARE - BRIGHAM	45.58
38	70815987	C	11/11/2025	10260	ADELE C YOUNG INTERM SCH	10.00
38	70815988	C	11/11/2025	38032	AMAZON CAPITAL SERVICES INC	5,398.89
38	70815989	C	11/11/2025	66842	RYLEIGH BLOECHEL	3,000.00
38	70815989	CV	11/24/2025	66842	RYLEIGH BLOECHEL	-3,000.00
38	70815990	C	11/11/2025	104321	BOX ELDER SCHOOL DISTRICT	2,055.47
38	70815991	C	11/11/2025	64017	COPPER CANYON APPAREL	1,417.80
38	70815992	C	11/11/2025	70521	DEXTER DISTRIBUTION GROUP, LLC	495.96
38	70815993	C	11/11/2025	71676	DKWK ENTERPRISES, INC	176.00
38	70815994	C	11/11/2025	76228	FOUR SEASONS TOURS, INC	27,300.00
38	70815995	C	11/11/2025	4839	INTSEL STEEL WEST LLC	1,272.00
38	70815996	C	11/11/2025	109248	J W PEPPER MUSIC	306.49
38	70815997	C	11/11/2025	74055	M&K GRAPHICS AND APPAREL	1,297.35
38	70815998	C	11/11/2025	543168	MADDOX RANCH HOUSE	2,879.02
38	70815999	C	11/11/2025	76376	MARCELO'S REMODELS, LLC	1,586.04
38	70816000	C	11/11/2025	110378	JESSE THOMAS ROBERTS	565.62
38	70816001	C	11/11/2025	10731	SMITH'S CUSTOMER CHARGES	453.99
38	70816002	C	11/11/2025	76554	ACACIA TANNER	220.00
38	70816003	C	11/11/2025	47686	TNT ENGRAVING	391.50
38	70816004	C	11/11/2025	75426	TREVIPAY-WALMART	431.30
38	70816005	C	11/20/2025	1	AMBER BAILEY	99.00
38	70816006	C	11/20/2025	1	BROCK MOORE	2,870.00
38	70816007	C	11/20/2025	1	KASSIE ROBERTS	99.00
38	70816008	C	11/20/2025	1	TARALYN TONIOLI	99.00
38	70816009	C	11/20/2025	1	TRENT SCOTT	99.00
38	70816010	C	11/20/2025	1	VICTORIA BOND	99.00
38	70816011	C	11/20/2025	57169	4WALL ENTERTAINMENT, INC.	1,515.00
38	70816012	C	11/20/2025	38032	AMAZON CAPITAL SERVICES INC	1,355.60
38	70816013	C	11/20/2025	106895	BADGER SCREEN PRINTING CO	1,755.50
38	70816014	C	11/20/2025	45500	BOX ELDER SCHOOL DISTRICT	195.00
38	70816015	C	11/20/2025	53457	BLACK STITCH LLC	4,860.00
38	70816016	C	11/20/2025	104321	BOX ELDER SCHOOL DISTRICT	1,581.72
38	70816017	C	11/20/2025	111598	MARIANNE BREITENBEKER	1,295.45
38	70816018	C	11/20/2025	31658	BSN SPORTS	2,595.94
38	70816019	C	11/20/2025	72923	CHARTER UP	2,149.26
38	70816020	C	11/20/2025	40363	CIO MEDICAL SERVICES	941.00
38	70816021	C	11/20/2025	57789	DO GOOD DESIGNS UTAH	355.50
38	70816022	C	11/20/2025	109665	A J GILMORE	499.95
38	70816023	C	11/20/2025	4790	HOME DEPOT CREDIT SERVICE	844.40
38	70816024	C	11/20/2025	109248	J W PEPPER MUSIC	197.10
38	70816025	C	11/20/2025	4880	WURTH LOUIS & COMPANY	540.18
38	70816026	C	11/20/2025	4960	OLD GRIST MILL BREAD	171.96
38	70816027	C	11/20/2025	47686	TNT ENGRAVING	164.40
38	70816028	C	11/20/2025	75426	TREVIPAY-WALMART	1,806.66
38	70816029	C	11/20/2025	14273	VIEWMONT HIGH SCHOOL	720.00
38	70816030	C	11/20/2025	76627	VIRCO	7,100.00
38	70816031	C	11/20/2025	5908	WALMART COMMUNITY	3,770.66
38	70816032	C	11/20/2025	76570	WOVEN WILLOW	783.00
38	70816033	C	11/21/2025	104321	BOX ELDER SCHOOL DISTRICT	28,079.93
38	70816034	C	11/25/2025	112046	ACE HARDWARE - BRIGHAM	128.02
38	70816035	C	11/25/2025	66842	RYLEIGH BLOECHEL	3,000.00
38	70816036	C	11/25/2025	104321	BOX ELDER SCHOOL DISTRICT	250.00
38	70816037	C	11/25/2025	31658	BSN SPORTS	2,380.12
38	70816038	C	11/25/2025	64017	COPPER CANYON APPAREL	300.00
38	70816039	C	11/25/2025	25119	SIZZLING PLATTER	27.96
38	70816040	C	11/25/2025	74055	M&K GRAPHICS AND APPAREL	616.05
38	70816041	C	11/25/2025	104992	PRINT SHOP	85.40
38	70816042	C	11/25/2025	40010	SOUTHEASTERN PERFORMANCE APPAREL	2,607.95
38	70816043	C	11/25/2025	804825	SUNRISE HIGH SCHOOL	192.00

Check Register Summary

Batch Year: 26 Bank: All Date Range: 11/01/2025 - 11/30/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
38	70816044	C	11/25/2025	47686	TNT ENGRAVING	984.00
38	70816045	C	11/25/2025	75426	TREVIPAY-WALMART	336.36
38	70816046	C	11/25/2025	14923	WEBER HIGH SCHOOL	500.00
Total Bank: 38						\$149,715.66
39	77800633	C	11/25/2025	104321	BOX ELDER SCHOOL DISTRICT	599.20
Total Bank: 39						\$599.20

Total Computer Checks:	\$4,226,293.22
Total Manual Checks:	\$4,220,869.92
Total ACH Checks:	\$528,724.00
Total Other Checks:	\$0.00
Total Electronic Checks:	\$0.00
Total Computer Voids:	-\$8,646.09
Total Manual Voids:	\$0.00
Total ACH Voids:	\$0.00
Total Other Voids:	\$0.00
Total Electronic Voids:	\$0.00
Grand Total:	\$8,967,241.05
Number of Checks:	525

Batch Year	Batch	Amount
26	000654	812.37
26	000725	-65.00
26	000763	541.54
26	000765	-5,382.00
26	000789	-81.09
26	000815	84,329.17
26	000816	13,609.16
26	000817	41,917.01
26	000818	288,502.84
26	000819	3,532.69
26	000820	1,003.59
26	000821	3,571.00
26	000822	181.96
26	000841	18,758.76
26	000846	8,904.89
26	000852	2,384.68
26	000855	6,913.57
26	000856	24,939.75
26	000857	2,756.55
26	000864	264.96
26	000866	2,038,034.02
26	000867	338,073.93
26	000868	72,747.30
26	000869	53,375.76
26	000870	2,470.49
26	000871	536.09
26	000872	1,469.09
26	000876	2,500.75
26	000884	46,805.93
26	000887	26,204.18
26	000890	56.50
26	000891	925.96
26	000893	3,472.02
26	000895	19,234.66
26	000898	1,451.29
26	000909	1,853.68
26	000911	5,500.00
26	000918	156,948.75
26	000919	65,619.96
26	000920	31,514.78

Check Register Summary

Batch Year: 26 Bank: All Date Range: 11/01/2025 - 11/30/2025

Batch Year	Batch	Amount
26	000921	22,206.13
26	000922	30.19
26	000923	17,618.39
26	000924	19,193.66
26	000925	3,028.58
26	000927	1,129.77
26	000930	25,859.58
26	000938	5,053,414.76
26	000939	1,295.08
26	000956	38,563.28
26	000957	26,294.51
26	000966	1,557.69
26	000973	135,585.95
26	000975	197,494.55
26	000976	28,079.93
26	000981	418.48
26	000982	298.16
26	000986	139.96
26	000988	11,407.86
26	000989	16,833.80
26	000998	599.20

For December 10, 2025 Board Meeting

Leaving the District

<i>Site</i>	<i>Employee</i>	<i>Position</i>	<i>Reason</i>
Transportation	Cynthia Page	Bus Driver	Resigned
Harris	Megan Nelson	ED Para	Resigned
BEMS	Ari Roche	ED Para	Resigned
Discovery	Madilynn Stewart	Functional Skills Para	Resigned
Golden Spike	Stacey Butts	Instructional Para	Resigned
Willard	Mazie Porter	Instructional Para	Resigned
Garland	Taylor Olsen	Collaboration Aide	Resigned
Discovery	Gloria Heslop	Collaboration Aide	Resigned
Lake View	Daniela Julander	Overcrowding Para	Resigned
Lake View	Jaycee James Francis	Behavior Para	Resigned
Willard	Crystal Fairbanks	Instructional Para	Resigned
Discovery	Kinsley Curtis	Overcrowding Para	Resigned
North Park	Nanette Bowcutt	Math Para	Resigned
ACYI/Lake View	Samuel Bakker	ELL Para	Resigned
BEHS	Richard Ramirez	Functional Skills Para	Resigned
Lake View	Alexis Bulloch	Instructional Para/ESY Para	Resigned
Lake View	Jonica Brown	Instructional Para	Resigned
North Park	Carrie Briggs	Instructional Para	Resigned
North Park	Shaye Burrell	Collaboration Aide	Resigned
Discovery	Marjorie Stoffers	Overcrowding Para	Resigned
Young	Sharee Wanner	Reading Aide	Resigned
Golden Spike	Gavin Herbert	Functional Skills Para	Resigned
BRMS	Heather Ward	Asst. Unit Manager	Resigned
TMC	Amanda Turner	Functional Skills Para	Resigned
Fielding	Heather Hilmanowski	Kindergarten Para	Resigned
Golden Spike	Amie Gill	3rd Grade Teacher	Resigned
Willard	Rebecca Gold	Instructional/ Art Para	Resigned
Transportation	Brian Crump	Bus Driver	Resigned
Golden Spike	Italy Childs	Instructional Para	Resigned
BEMS	Kimberly Moler	ED Para	Resigned
Garland	Kiley Wise	Instructional Para	Resigned
Lake View	Cecy Wells	Kindergarten Para	Resigned
BEHS	Melanie Williams	Teacher	Retire
BRMS	Ainsley Mackley	Student Custodian	Resigned

New Hires

<i>Site</i>	<i>Employee</i>	<i>Position</i>
Golden Spike	Kirsten Lucas	Instructional Para
BEHS NAT	Mary Boyce	Lifeguard
BEHS	Matt Hall	Asst. Girls Softball Coach
Golden Spike	Kelsey Heaton	Instructional Para
Discovery	Joanna Cawley	Functional Skills Para
BEHS	Heather Walker	ED Para
TMC	Mariah Hansen	Cook
Century	Lacey Kirkland	Literacy Para
BEHS	Shyrene Rice	ED Para
Discovery	Ronda Parry	Overcrowding Para

Golden Spike	Aleatha Child	ED Para
Golden Spike	Madison Reeder	Instructional Para

Box Elder School District
Secondary Club Application

1. Recommended club name JAZZ BAND
2. What is the club's purpose? to play & learn jazz
style of music
3. What are the club's goals? perform and learn
jazz style for students in the
community
4. What activities will be planned for the club? rehearsals &
performances
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 checked="" type="checkbox"/> Art/Music/Performance	<input type="checkbox"/> Other (Please explain)
<input type="checkbox"/> Science	
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) 6:30 - 7:15
Anticipated number of meetings per month 20-30
Preferred location for club meetings Band Room
8. Proposed faculty advisor HARKER, VICTORIA

9. Financial information:

Will the club have a budget? Yes

What will the budget be? \$15/Student

Where will the money come from? Student fees

How will the money be spent? pay for music & festivals

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.

Andrew Christensen Maverick Lyman G. Brown

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.

VICTORIA HARKOR
Club Advisor/Sponsor (curricular club)

11/13/2025
Date

11. Club's application approval:

(Yes or No)

[Signature]
Principal or Principal's Designee

11/20/25
Date

(Yes or No)

[Signature]
Board President or Designee

11/21/25
Date

12. Club's name approval:

(Yes or No)

[Signature]
Principal or Principal's Designee

11/20/25
Date

(Yes or No)

[Signature]
Board President or Designee

11/21/25
Date

Box Elder School District

Recommendation for Alternative Learning Classroom Paraprofessionals

Alternative Learning Classroom Paraprofessionals

Recommendation: It is recommended that the Board of Education approve creation of up to 10 Alternative Learning Classroom paraprofessionals for the 2025-26 school year as determined by the individual school need.

Background: The District proposes piloting an Alternative Learning Classroom (ALC) for elementary schools, modeled after the in-school suspension programs in our intermediate and middle schools.

One of the biggest concerns the District hears from parents, teachers, and administrators is the extent to which students exhibiting severe behaviors are disrupting the learning environment. In our schools, principals focus on in-school supports, restorative practices, and interventions that keep students connected to learning and address underlying issues. While an ALC wouldn't eliminate all disruptive behaviors, the District believes it could be a good solution for extremely severe behaviors such as threats, property damage, violence and aggression towards employees or peers, weapons, etc.

Currently, students engaging in these behaviors are either calmed and returned to class or sent home. Out-of-school suspension is discouraged, as it removes students from learning and does not address root causes. Alternative Learning Classrooms are considered a safer, more supportive alternative that maintains academic access while providing targeted behavioral support to teach appropriate behaviors.

The ALC would:

- Provide a structured environment with continued academic support.
- Ensure safety for all students and staff.
- Offer opportunities for students to learn and practice appropriate replacement behaviors.
- Deliver clear, predictable, and equitable responses to severe behaviors.
- Support reintegration through restorative practices and skill-building.
- Demonstrate to teachers that we hear their concerns and are actively seeking solutions.

This approach aims to address stakeholder concerns for safety and learning, while prioritizing interventions over exclusion and focusing on long-term positive behavior change.

Policy Implications: None

Financial Implications: For the 2025-26 school year the cost of these positions would be approximately \$100,000. The on-going cost of these positions would be \$200,000.

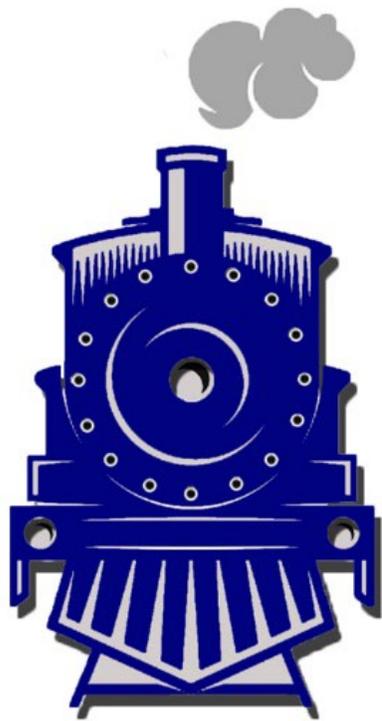
Staff Implications: None at this time.

Suggestions for Future Board Meetings

Work Session	Board Meeting	Assigned
January 14, 2026 (tentative)		
Supt and BA Reivews	First Public Comment on School Fees	Keith Mecham
Demographer	Approval of 2-year contract for Business Administrator Review of Policies 1034 Board of Education Code of Conduct and 1035 Board Member Ethics Policy 1036 Conflict of Interest - Complete Form Foundation Report AAPPL Data Information from Demographer Math Instruction Hours at High School Levels Policy Review Elect New Board President and Vice President	Matt Nelson Jeff Morris Neil Stevens Board President
	Policy 1080 Board Committees - Committee Assignments Building and Ground Rental and Supervision Policies USBA Conference Report	Board President Neil Stevens Board Members
February 11, 2026 (tentative)		
	Second Public Comment on School Fees Approval of School Fees FY2026 Capital Improvement Plan Legislative Update Policy Review	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 School Fees Summary Policy Review	Coerina Fife BEAA Steve Carlsen Megan Bushnell Jeff Morris Keith Mecham
June 10, 2026 (tentative)		
	Budget Hearing Approval of Budget Approval of 2026-27 Tax Rates	Neil Stevens Neil Stevens Neil Stevens

	Approval of Internal and Independent Auditors MBA Meeting Pick-up Contributions for Members of Contributory Retirement System	Neil Stevens Neil Stevens Neil Stevens
	Tentative Ratification of Negotiated Agreement with BEAA	Coerina Fife
	Tentative Ratification of Negotiated Agreement with BEEA Tentative Ratification of Negotiated Agreement with BEESPA	Coerina Fife Coerina Fife
	Declaration of Open Enrollment Schools Policy Review	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
December 9, 2026 (tentative)		
Meeting with Legislators	Approval of New Courses Approval of 2027-28 District Calendar Audit Report Monthly Newsletter RISE and Utah Aspire Plus Data Policy Review	Keith Mecham Coerina Fife Neil Stevens Jamie Kent 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	2
Holding Closed Meetings	4
Collaborative Relationships: Shared Governance	6
Essentials of A Professional Learning Community	6
Authority of Individual Board Members	7
Nominations and Elections for Board Leadership	7
Board Leadership Responsibilities	8
New Board Member Orientation	8
Board of Education Code of Conduct.....	8
Board Member Commitments and Ethics.....	9
Disciplining Board Members.....	11
Policies Governing the Board.....	11
Guidelines and Parliamentary Motions	12
Simplified Chart of Parliamentary Motions	13
Board Policies Relevant to Board of Education Legal Status, Responsibilities, and Ethics.....	14
Board Policies Relevant to School Board Meetings	14

BOARD OF EDUCATION HANDBOOK INTRODUCTION

This Board of Education Handbook has been developed to capture, in one place and in plain language, the primary operating procedures and governing principles of the Box Elder School District Board of Education.

This handbook serves as a resource for members of the board as they assume their offices and carry out their responsibilities. It will be posted on the school district's website and updated periodically.

The Box Elder School District Board of Education has one goal and one purpose: **student learning.**

Authority and Responsibilities of the Board

The powers and mandatory duties of the Board of Education are defined in the Utah Code and State Board of Education Rule.

Principles of Board Leadership

Remembering three important principles of board leadership will help keep the Box Elder School District Board of Education focused on its most important responsibilities:

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

[Utah Code § 53G-4](#)

Making School Board Decisions

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

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

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

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

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

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

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

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

- implement the core curriculum
- administer tests,
- implement training programs,
- enroll children in school,
- establish school libraries, and
- establish school safety traffic committees
- ensure that school community councils receive the required annual training and review and approve the school improvement plans developed by the school community councils.

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

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

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

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

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

Holding Closed Meetings

A closed meeting may be held if:

1. A quorum is present.
2. The meeting is an open meeting for which specific notice for a closed meeting has been given with the stated purpose defined.
3. Two-thirds of the members present vote to close the meeting. Voting must 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 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

vide 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](#)

[Policy 1020 Board Power and Duties](#)

[Policy 1025 Administration Relations](#)

[Policy 1034 Board of Education Code of Conduct](#)

[Policy 1035 Board Member Commitments and Ethics](#)

[Policy 1036 Conflict of Interest: Board Member and Employee](#)

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

Board Policies Relevant to School Board Meetings

[Policy 1070 Board Meeting Procedures](#)

[Policy 1072 Board Meetings: Notice Requirements](#)

[Policy 1074 Board Meetings: Closed Meetings](#)

[Policy 1080 Board Committees](#)

[Policy 1090 Rules of Order](#)

[Policy 1100 Minutes](#)

[Policy 1110 Public Participation in Board Meeting](#)