



BOARD OF EDUCATION  
REGULAR SCHOOL BOARD MEETING

Detailed Agenda

**Wednesday, March 11, 2026**

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

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

- A. If ADA accessibility is needed to attend this meeting, please contact the District Office at 435-734-4800 before 4:00 p.m. the day prior to the meeting.**
- B. Work Session - 5:30 p.m.**
- 1. Facilities Discussion**
  - 2. Superintendent Interview Schedule**
- C. Administrative - 6:30 p.m.**
- 1. Call to Order**  
Tiffani Summers, Board President
  - 2. Reverence**  
Tiffani Summers, Board Member
  - 3. Flag Salute/Pledge of Allegiance**  
Steve Carlsen, Superintendent
  - 4. Recognitions**  
Jamie Kent, Public Information Officer
    - BRHS FFA 4
    - SEE Awards:**
      - S (Strengthen PLCs) - Christyn Kendrick - North Park Instructional Coach
      - E (Expand Student Connections) - Jason Bingham - BEHS CTE Teacher
      - E (Elevate Employee Appreciation) - Jenny Anderson - BRHS Principal's Secretary
- 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 College and Career Readiness Counseling Program (CCRCP) 13**  
Ben Wiley, CTE Director
  - 2. Approval of Amendment to McKinley 2025-26 TSSA Plan 14**  
Heidi Jo West, Assistant Superintendent of Elementary Teaching & Learning
  - 3. Approval of Negotiations Team 19**  
Coerina Fife, Executive Director of Personnel and Title IX
  - 4. Approval of Private Donation over \$50,000 20**  
Neil Stevens, Business Administrator
  - 5. Approval of Request for Matching Funds for Private Donation to BRHS 21**  
Neil Stevens, Business Administrator
  - 6. Approval of Purchase of Real Estate**  
Neil Stevens, Business Administrator
  - 7. Approval of Lease Agreement**  
Neil Stevens, Business Administrator
- G. Information Items - 7:50 p.m. 23**
- 1. Monthly Financial Report**  
Neil Stevens, Business Administrator

- 2. Board Committee Reports
  - a. Student Board Member Report
- 3. February Employee Appreciation
  - a.

February	Teacher	Support
BRHS	Mistie Mattinson	Jenny Wood
BRMS	Jeff Smart	Lyndsi Crowell
ACHI	Phillip Merrill	ISS Team: Andrea Stringham & Maygen Pugsley
BEHS	Andrew Larsen	Maria Contreras
BEMS	Carmella Stephensen	Sandra Monson
ACYI	Anthony Frenzel	Sophie Blacker
Sunrise	Kay Kraus	Ronda Shaffer
Century	Karly Roberts	Hollee Fawcett
Discovery	Nancy Ulsh	Jen Jensen
Fielding	Jan Hawkes	Sarah Carlson
Garland	Ashley Bailey	Libby Christensen
Golden Spike	Ngoc Anderson	Janie Palmer
Lake View	Aimee Wells	Kelsey Christensen
McKinley	Vicky Litchford	Daniel Curtis
North Park	Paulina Rayon	Shannen Perkins
Three Mile Creek	Tersa Crawford	Bruce Hirschi
Willard	Natasha Morgan	Vali Veater
Western	Jennifer Webb	Melissa Jones

**H. Policy Review - 8:05 p.m.**

- 1. Policy to Delete
  - a. Policy 5240 Appeals of Student Government Organizations (Use Policy 5350 Student Complaints-Resolution) 33
- 2. Policies with No Changes
  - a. Policy 1250 Professional Learning Communities 34
  - b. Policy 2110 Solicitation of Employees 35
  - c. Policy 2120 School Merchandising 36
  - d. Policy 2140 Inventory 37
  - e. Policy 2172 Buildings & Grounds: Energy 38
  - f. Policy 2200 Vandalism, Destruction, or Loss of School Property 40
  - g. Policy 5020 Out-of-State Students 41
  - h. Policy 5226 Activity Disclosure Statements 42
  - i. Policy 5275 Title IX Sexual Harassment 43
  - j. Policy 6010 Visitors to Schools 44
  - k. Policy 6020 Relations with Parent/Community Groups 45
  - l. Policy 6030 Relations with Law Enforcement Agencies 47
- 3. First Reading
  - a. Policy 1240 Emergency Closing of Schools 48
  - b. Policy 2130 Capitalization 49
  - c. Policy 2145 Restrictions on Internet Access 51

d. Policy 4060 High School Graduation Requirements	52
e. Policy 4085 Students Released to Attend Technical Colleges	63
f. Policy 4120 Community Adult High School	64
g. Policy 5285 Detention of Students After School Hours	67
h. Policy 5290 Prohibited Substances	68
<b>4. Second Reading</b>	
a. Policy 2045 Fraud	79
b. Policy 3018 Military Leave	83
c. Policy 3035 Employee Criminal Background Checks and Personal Reporting of Arrests and Convictions	88
d. Policy 4059 Focused Graduation Pathway	103
e. Policy 4075 Earning Credit	106
f. Policy 5010 Admissions Eligibility Requirements	109
g. Policy 5054 Prohibited Food Additives	139
h. Policy 5063 Automated External Defibrillator (AED)	141
i. Policy 5306 Children's Internet Protection Act	143
j. Policy 5370 Student Handbooks	144
<b>I. Board Discussion Items - 8:15 p.m.</b>	
<b>1. Legislative Update</b>	<b>146</b>
Steve Carlsen, Superintendent	
<b>2. Board Graduation Assignments</b>	<b>149</b>
Tiffani Summers, Board President	
<b>J. Consent Items - 8:25 p.m.</b>	
<b>1. Minutes</b>	<b>151</b>
<b>2. Claims</b>	<b>162</b>
<b>3. Personnel</b>	<b>175</b>
<b>4. Approval of Child Nutrition Freezer Purchase</b>	<b>176</b>
<b>5. Approval of Discovery CMGC Contract</b>	<b>177</b>
<b>6. Approval of Tremonton Elementary CMGC Contract</b>	<b>208</b>
<b>7. Approval of Tremonton Elementary Architect Contract</b>	<b>243</b>
<b>K. Suggestions for Future Board Meetings - 8:30 p.m.</b>	<b>273</b>
<b>L. Upcoming Events 8:35 p.m.</b>	
1. BEHS Graduation - Tuesday, May 26, 2026 at 6:00 at Weber State University	
2. BRHS Graduation - Wednesday, May 27, 2026 at 8:00 pm at BRHS	
3. Sunrise Graduation - Thursday, June 11, 2026 at 6:00 pm at BEHS	
<b>M. Board Handbook</b>	<b>275</b>
<b>N. Closed Session to Discuss Purchase, Exchange, or Lease of Real Property - 8:40 p.m.</b>	
<b>O. Closed Session to Discuss the Character or Professional Competence of an Individual - 9:15 p.m.</b>	
<b>P. Adjournment - 10:00 p.m.</b>	
The next meeting of the Board of Education will be held on Wednesday, April 8, 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.	



# NORTHERN UTAH FFA INVITATIONAL

Hosted By: Bear River FFA

Date: February 19, 2026

# About FFA

The National FFA Organization is a national student organization focused on:

- Leadership development
- Career preparation
- Agricultural education
- FFA serves over 1,000,000 members nationwide
- Utah FFA boasts over 17,000 members
- Bear River FFA provides opportunities in and out of the classroom for over 600 members





# What Is NUI?

The Northern Utah FFA Invitational is a regional Career Development Event (CDE) competition that:

- Brings together FFA members from across Northern Utah, Idaho, and Wyoming
- Provides hands-on agricultural skill competitions
- Prepares students for state and national FFA contests
- Develops leadership, technical knowledge, and professionalism



stat  
ml  
stere  
g  
Comp  
hoste



# Events Hosted

- Agricultural Mechanics - BRHS Shop
- Agricultural Sales - Tremonton West Stake Center
- Creed Speaking - Box Elder County Fairgrounds
- Dairy Cattle Judging - Box Elder County Fairgrounds
- Extemporaneous Public Speaking - USU Tremonton
- Floral - BRHS Natatorium
- Forestry - Box Elder Bookmobile Building
- Horse Judging - Box Elder County Fairgrounds
- Livestock Judging - Box Elder County Fairgrounds
- Meat Evaluation - Box Elder County Fairgrounds
- Milk Quality And Products - Box Elder County Fairgrounds
- Poultry Judging - Bear River Ag Building
- Prepared Public Speaking - USU Tremonton
- Vet Science - Tremonton West Stake Center



# Multi-program Colaboration

- FFA Advisors from 12 schools host each contest
- Members from these schools set up and run event logistics

# Community Partnerships



The Invitational would not be possible without:

- Local agricultural producers
- Industry judges
- School district support

This event strengthens the connection between education and industry.



# Impact on our Students

Students gain:

- Career readiness skills
- Confidence under pressure
- Professional networking opportunities

Participation improves classroom engagement and technical skill development.



**THANK YOU**

## **Recommendation to approve: Box Elder School District College and Career Readiness Counseling Program authorization**

Submitted by: Ben Wiley

**Recommendation:** It is recommended that the College and Career Readiness Counseling Program of the Box Elder School District be authorized for the 2026-2027 school year.

**Background:** As part of the review process of the College and Career Readiness Counseling Program, the State Office of Education requires the local School Board to authorize the program annually.

Each school's program has completed an annual self-evaluation and an annual data project. All have been found to be compliant to all requirements set forth by the State Board of Education.

Over the years, the counseling programs of Box Elder School District have consistently received exemplary evaluations. Box Elder School District's school counselors are devoted to their craft and the students they serve.

### **Counselors do:**

- **Discuss careers and pathways to help students explore careers options.**
- **Take students on field trips to BTECH and USU to expose them to options available to them.**
- **Track graduation requirements and scholarship applications.**
- **Offer first responder evaluations to get help for students in need.**
- **They give hope to students. The help light the path for their future and help them see their potential!**

**Recommended Motion:** I'd like to personally thank all of our counselors for all of their hard work and efforts in behalf of our students at BESD. I would ask for the board for a motion that the College and Career Readiness Counseling Program of the Box Elder School District be authorized for the 2026-27 school year.

## **Recommendation for approval of the revision to McKinley's TSSA Plan.**

**Submitted by:** Heidi Jo West, Assistant Superintendent of Elementary Teaching and Learning on behalf of Kristi Capener, McKinley Elementary School Principal

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

### **Recommended Motion:**

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

### **Background:**

We are requesting a budget revision to reallocate professional development funds. Because the district is now funding teacher attendance at the Plain Talk Conference, we propose shifting these surplus funds to the technology budget. This reallocation will fund the purchase of a drop-down screen and projector for the gymnasium, enhancing our literacy initiatives and increasing parent engagement.

### **Policy Implications:**

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

### **Financial Implications:**

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

- Projector and Screen \$24,000.00
- Move \$15,900.00 from Professional Development:  $\$32,000 - 15,900.00 = \$16,100.00$
- Tech-Screens, Sound System, Headphones, Mice, Chargers/Software/Programs  
\$25,400.00

### **Staff/Student Implications**

This TSSA plan adjustment enables staff to expand literacy opportunities for students and strengthens our ability to engage with families. By upgrading our gymnasium technology, we can facilitate interactive literacy opportunities and improve communication during school-wide activities and parent nights.

McKinley TSSA	Total Allocated	\$117,323.00	Revision Requested				
Goal # Action Step #	List Expense Here	Total	Salaries 100	*1.0725 NonCont *1.3134 Cont Employee Benefits 200	Purchased Professional & Tech Services 300	Travel 580	Supplies and Materials 600
Goal 1	Team Leaders	\$6,615.00	\$4,500.00	\$2,115.00			
Goal 1	Cougar Leader Advisor	\$1,970.00	\$1,500.00	\$470.00			
Goal 1	Culture Committee	\$570.00	\$100.00	\$470.00			
Goal 2, Step 1	3 Teacher Stipends for school play	\$1,185.00	\$900.00	\$285.00			
Goal 1	Student/ Teacher incentives	\$5,850.00					\$5,850.00
Goal 1	Professional Development Conference (RTI at Work)	\$16,000.00 [1]				\$32,000.00	
Goal 1	Math and Literacy Night, prizes and food	\$1,500.00					\$1,500.00
Goal 1	Teacher Planning 3x 1/2 day per grade level a year	\$7,092.36	\$5,400.00	\$1,692.36			
Goal 1, Step 5	Tech- Screens, Sound Systems, Headphones, Mice, Chargers/Software/Programs	\$25,400.00 [2]					\$9,500.00
Goal 1	Sub. Learning walks	\$2,000.00			\$2,000.00		
Goal 1							
Goal 1	Para Support	\$26,268.00	\$20,000.00	\$6,268.00			
Goal 2	Behavior Para	\$19,145.84	\$14,577.31	\$4,568.53			
Goal 2	Help Squad/ Cougar leaders	\$2,626.80	\$2,000.00	\$626.80			
Goal 2	Playground equipment	\$1,000.00					\$1,000.00
		\$0.00					
		\$0.00					
	Total Subcategories	\$117,223.00	\$48,977.31	\$16,495.69	\$2,000.00	\$32,000.00	\$17,850.00

Goal 1			
Do you have TSI Designations? If not TSI, skip red boxes.	<input checked="" type="checkbox"/>	Which TSI areas have been identified?	ELL
Goal 1- Include goals for the TSI Subgroup(s) Our goal is that in grade levels 1st-5th we will have 68% of students on or above grade level in accuracy proficiency on the EOY acadience assessment. This will help all subgroups to increase accuracy proficiency.			
<b>Action Plan</b>			
<i>What specific tasks/activites will need to be done to help reach your goal?</i>			
1 Set pathways of progress goals for all students using the Acadience goal progress setting tool.			
2 Progress monitor based on the state and district expectations (reds=weekly, yellows=bi-weekly, greens=monthly, blues=every 6 weeks)			
3 Analyze progress monitoring weekly 1-3 and bi-weekly k, 4, 5 in collaboration using the Acadience projection sheets.			
4 Provide training for teachers and paras, as necessary.			
5 Technology and Software programs that would increase students' access to the curriculum.			
6 Increased paraprofessional time for reading instruction and intervention.			
<b>Designation 1:</b>	<b>Narrative</b> which evidence-based interventions will be used?		
<b>Designation 2:</b>	<b>Narrative</b> which evidence-based interventions will be used?		
<b>Designation 3:</b>	<b>Narrative</b> which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
<b>Review your progress with your leadership team once each trimester.</b>			
<b>Trimester Updates:</b>	<b>Date of Review</b>	<b>Measurement Used</b>	<b>Comments</b>
Trimester 1:	01/05/2025	Acadience	Our MOY Acadience measurements are 60.4% on or above benchmark. 19.6% of our ELL population have met the accuracy goal.
Trimester 2:			
Trimester 3:			
<b>Final Report- Complete after January 15 of the following year. What were the results of your plan?</b>			

Goal 2			
Do you have TSI Designations? If not TSI, skip red boxes.	<input checked="" type="checkbox"/>	Which TSI areas have been identified?	Decrease the number of office referrals by 5% from end of year 2025- end of year 2026, as recorded in educator handbook.
Goal 1- Include goals for the TSI Subgroup(s)			
<b>Action Plan</b>			
<i>What specific tasks/activities will need to be done to help reach your goal?</i>			
1 Implementation of School-Wide PBIS plan with expectations and ongoing teaching (Monthly Focus area within the school)			
2 Increasing opportunities for positive student recognition (student of the month, etc. City council meeting)			
3 Increase student connections to the school through positive interactions and activities			
4 Utilizing SEL teaching opportunities with fidelity in all tiers			
5 Supporting students through the CHAT Team process for tier 2 and 3.			
6 Providing structured recess para training as necessary			
7 Reduce transition by putting teams together.			
8 Behavior para support (hire a para to support behaviors)			
9 Purchase PE equipment and Teach rules for games to be played on the playground			
	which evidence-based interventions will be used?		
Designation 2:	Narrative		
	which evidence-based interventions will be used?		
Designation 3:	Narrative		
	which evidence-based interventions will be used?		
Procedures for evaluating success in reaching this goal. What summative evidence will be used to show you reached this goal on the final report?			
<b>Review your progress with your leadership team once each trimester.</b>			
Trimester Updates:	Date of Review	Measurement Used	Comments
Trimester 1:	01/05/2026	Educators Handbook	We are seeing a significant reduction in behavior incidences compared to last year. We have about 135 minors compared to 500 minors midyear last year. So far this year we have 72 office referrals compared to 54 last year.
Trimester 2:			
Trimester 3:			
Final Report- Complete after January 15 of the following year. What were the results of your plan?			

[1] Revision 2/17/26 Original \$32,000

[2] Revision 2/17/26 Original \$9,500

**Recommendation to approve**

Submitted by: Coerina Fife, Executive Director, Human Resources

**Recommendation:**

It is recommended that the BESD Board of Education approve the 2026-2027 Negotiation Team members for the BESD, BEEA, and BEESPA teams listed below.

Negotiations will begin in the latter part of April 2026.

BESD	BEEA	BEESPA
Steve Carlsen Keith Mecham Heidi Jo West Coerina Fife Neil Stevens Shaylyn Ekins Jacob Balls Jamie Kent	Joette Craig Steven Littlefield Mark Holland Kelli Rose Natasha Morgan Jenna Sheets Curtis Benjamin (consultant)	David Cook Ronda Shaffer Jerian Stevenson Melissa Lemon Natalie Patterson Rhiannon Morrison Damian Portillo Cheryl Howe

**Recommended Motion:**

I move that we approve the 2026-2027 Negotiation Team members for BESD, BEEA, and BEESPA as presented.

## **Box Elder School District**

### **Approval of Donation to Bear River High School**

**Recommendation:** It is recommended that the Board of Education approve the donation from the Roger V. and Karen D. Green Trust in the amount of \$500,000

**Background:** During 2025, the Roger V. and Karen D. Green Trust approached the Bear River High School to donate funds for purpose of upgrading the baseball field to a turf infield.

The project that will significantly enhance the opportunities for our student-athletes and local youth sports programs. We propose the installation of a high-quality, durable turf infield for our baseball facility. This upgrade addresses several key challenges we face with our current natural grass and dirt field and opens exciting new possibilities.

The new turf infield will drastically reduce downtime due to inclement weather. Rain and snow will no longer lead to days or weeks of unplayable conditions, ensuring our teams can practice and play consistently.

A turf field can withstand significantly more use, allowing us to open the facility to local youth baseball teams. This will help alleviate the high demand for playable fields in our community and foster a stronger connection between the high school and future student athletes.

The constant upkeep of a traditional grass and dirt infield requires significant time, resources, and water. A turf surface will eliminate the need for mowing, watering, and constant re-leveling, freeing up our ground crew and budget for other needs.

**Policy Implications:** None

**Financial Implications:** The Board of Education will receive a one-time donation of \$500,000.

**Staff Implications:** None at this time.

## **Box Elder School District**

### **Approval to Match Donated Funds**

**Recommendation:** It is recommended that the Board of Education approve the request of use District Funds to match the donation from the Roger V. and Karen D. Green Trust in the amount of \$500,000.

**Background:** During 2025, the Roger V. and Karen D. Green Trust approached the Bear River High School to donate funds for purpose of upgrading the baseball field to a turf infield.

The project that will significantly enhance the opportunities for our student-athletes and local youth sports programs. We propose the installation of a high-quality, durable turf infield for our baseball and softball facilities. This upgrade addresses several key challenges we face with our current natural grass and dirt field and opens exciting new possibilities.

The new turf infield will drastically reduce downtime due to inclement weather. Rain and snow will no longer lead to days or weeks of unplayable conditions, ensuring our teams can practice and play consistently.

A turf field can withstand significantly more use, allowing us to open the facility to local youth baseball and softball teams. This will help alleviate the high demand for playable fields in our community and foster a stronger connection between the high school and future student athletes.

The constant upkeep of a traditional grass and dirt infield requires significant time, resources, and water. A turf surface will eliminate the need for mowing, watering, and constant re-leveling, freeing up our ground crew and budget for other needs.

By matching this donation, Bear River High School will have funds for the construction of turf additions to our baseball and softball fields.

**Policy Implications:** None

**Financial Implications:** The Board of Education will expend \$500,000 from the Capital Outlay Fund. It is estimated that the Capital Outlay fund will have an ending balance of \$29 million if this request is approved.

**Staff Implications:** None at this time.

# **Bear River High School**

*Home of the Bears*

1450 S. Main Street  
Garland, UT 84312



Phone: 435.515.5800  
David B. Lee - Principal  
Taylor Jackson - VP  
Marcus Leonard - VP  
Clay Chournos - VP

March 3, 2026

Dear Box Elder Board of Education,

According to Policy 2100, Section J, subsection 2, the administration at Bear River High School respectfully requests that the Board approve and accept a cash donation from Roger Green in the amount of \$500,000. These funds will be used at Bear River High School for the construction of turf additions to our baseball and softball fields.

Additionally, in compliance with subsection 3 of the policy, we formally request a 1:1 commitment of matching funds for this school-related capital improvement project.

We appreciate your continued support of our students and programs and thank you for your consideration of this request.

Sincerely,

BRHS Administration

**MONTHLY FINANCIAL REPORT  
FEBRUARY 28,2026**

	<b>ENDING FEBRUARY 2026</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed</b>			<b>42%</b>	<b>42%</b>		
	<b>Percent of 9 month contract completed</b>			<b>33%</b>	<b>33%</b>		
<b>1</b>	<b>GENERAL FUND (M&amp;O) FUND (10)</b>						
<b>2</b>							
<b>3</b>	<b>REVENUE:</b>						
<b>4</b>	<b>Local</b>						
<b>5</b>	<b>Property</b>	<b>35,711,452</b>	<b>32,544,258</b>	<b>91.1%</b>	<b>89.0%</b>	<b>30,316,505</b>	<b>34,066,920</b>
<b>6</b>	<b>Tuitions</b>	<b>250,000</b>	<b>164,765</b>	<b>65.9%</b>	<b>74.5%</b>	<b>242,590</b>	<b>325,805</b>
<b>7</b>	<b>Investment Earnings</b>	<b>2,100,000</b>	<b>960,203</b>	<b>45.7%</b>	<b>57.2%</b>	<b>1,168,344</b>	<b>2,043,890</b>
<b>8</b>	<b>Indirect Costs</b>	<b>500,000</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>		<b>864,147</b>
<b>9</b>	<b>Rental Fees/Building/Ft</b>	<b>90,000</b>	<b>102,016</b>	<b>113.4%</b>	<b>36.4%</b>	<b>89,653</b>	<b>246,172</b>
<b>10</b>	<b>Other</b>	<b>950,000</b>	<b>440,485</b>	<b>46.4%</b>	<b>25.2%</b>	<b>730,888</b>	<b>2,904,620</b>
<b>11</b>	<b>State</b>	<b>102,201,365</b>	<b>73,551,629</b>	<b>72.0%</b>	<b>71.6%</b>	<b>66,720,495</b>	<b>93,124,358</b>
<b>12</b>	<b>Federal</b>	<b>5,100,000</b>	<b>2,185,413</b>	<b>42.9%</b>	<b>45.1%</b>	<b>3,860,701</b>	<b>8,561,377</b>
<b>13</b>	<b>Misc./ Fund Bal</b>	<b>0</b>	<b>-4,230,252</b>	<b>0.0%</b>	<b>0.0%</b>	<b>2,554</b>	<b>-</b>
<b>14</b>	<b>TOTAL M &amp; O</b>						
<b>15</b>	<b>REVENUE</b>	<b>146,902,817</b>	<b>105,718,518</b>	<b>72.0%</b>	<b>0.0%</b>	<b>103,131,730</b>	<b>142,137,289</b>
<b>16</b>	<b>Beg Balance</b>	<b>21,161,084</b>	<b>21,161,084</b>				
<b>17</b>	<b>Less:</b>	<b>143,134,497</b>	<b>85,514,740</b>				
<b>18</b>	<b>Ending Balance</b>	<b>24,929,404</b>	<b>41,364,862</b>				
<b>19</b>	<b>TOTAL M &amp; O FUNDS</b>						
<b>20</b>	<b>available</b>	<b>24,929,404</b>	<b>41,364,862</b>			<b>103,131,730</b>	<b>142,137,289</b>
<b>21</b>							
<b>22</b>	<b>EXPENDITURES:</b>						
<b>23</b>	<b>Instruction (1000)</b>						
<b>24</b>	<b>Salaries</b>	<b>64,102,681</b>	<b>38,649,626</b>	<b>60.3%</b>	<b>58.3%</b>	<b>35,764,817</b>	<b>61,347,916</b>
<b>25</b>	<b>Benefits</b>	<b>21,458,740</b>	<b>14,065,898</b>	<b>65.5%</b>	<b>58.4%</b>	<b>13,045,852</b>	<b>22,345,584</b>
<b>26</b>	<b>Purchased Serv.</b>	<b>3,824,104</b>	<b>1,812,310</b>	<b>47.4%</b>	<b>58.4%</b>	<b>1,818,096</b>	<b>3,110,579</b>
<b>27</b>	<b>Supplies/Texbooks</b>	<b>5,385,400</b>	<b>2,479,964</b>	<b>46.0%</b>	<b>55.7%</b>	<b>1,974,380</b>	<b>3,543,860</b>
<b>28</b>	<b>Equipment</b>	<b>1,600,000</b>	<b>2,938</b>	<b>0.2%</b>	<b>32.1%</b>	<b>118,332</b>	<b>368,296</b>
<b>29</b>	<b>Other</b>	<b>850,000</b>	<b>178,037</b>	<b>20.9%</b>	<b>88.7%</b>	<b>513,101</b>	<b>578,245</b>
<b>30</b>	<b>Total</b>	<b>97,220,925</b>	<b>57,188,774</b>	<b>58.8%</b>	<b>58.3%</b>	<b>53,234,578</b>	<b>91,294,480</b>
<b>31</b>							
<b>32</b>	<b>Student Services (2100)</b>						
<b>33</b>	<b>Salaries</b>	<b>4,533,200</b>	<b>3,011,580</b>	<b>66.4%</b>	<b>54.3%</b>	<b>2,644,887</b>	<b>4,868,033</b>
<b>34</b>	<b>Benefits</b>	<b>1,621,270</b>	<b>1,129,969</b>	<b>69.7%</b>	<b>55.0%</b>	<b>999,833</b>	<b>1,817,627</b>
<b>35</b>	<b>Other</b>	<b>610,000</b>	<b>236,599</b>	<b>38.8%</b>	<b>42.0%</b>	<b>199,447</b>	<b>475,218</b>
<b>36</b>	<b>Total</b>	<b>6,764,471</b>	<b>4,378,148</b>	<b>64.7%</b>	<b>53.7%</b>	<b>3,844,167</b>	<b>7,160,878</b>
<b>37</b>							
<b>38</b>	<b>Instructional Staff (2200)</b>						
<b>39</b>	<b>Salaries</b>	<b>2,044,647</b>	<b>1,234,003</b>	<b>60.4%</b>	<b>62.3%</b>	<b>1,157,374</b>	<b>1,858,118</b>
<b>40</b>	<b>Benefits</b>	<b>703,766</b>	<b>461,632</b>	<b>65.6%</b>	<b>63.1%</b>	<b>443,861</b>	<b>703,310</b>
<b>41</b>	<b>Other</b>	<b>903,373</b>	<b>579,718</b>	<b>64.2%</b>	<b>56.6%</b>	<b>580,718</b>	<b>1,026,158</b>
<b>42</b>	<b>Total</b>	<b>3,651,787</b>	<b>2,275,352</b>	<b>62.3%</b>	<b>60.8%</b>	<b>2,181,953</b>	<b>3,587,586</b>
<b>43</b>							

**MONTHLY FINANCIAL REPORT  
FEBRUARY 28,2026**

	<b>ENDING FEBRUARY 2026</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed</b>			<b>42%</b>	<b>42%</b>		
	<b>Percent of 9 month contract completed</b>			<b>33%</b>	<b>33%</b>		
<b>44</b>	<b>District Administration (2300)</b>						
<b>45</b>	<b>Salaries</b>	<b>638,042</b>	<b>397,697</b>	<b>62.3%</b>	<b>61.7%</b>	<b>375,436</b>	<b>608,601</b>
<b>46</b>	<b>Benefits</b>	<b>229,090</b>	<b>142,078</b>	<b>62.0%</b>	<b>64.1%</b>	<b>143,252</b>	<b>223,395</b>
<b>47</b>	<b>Purch Services</b>	<b>270,000</b>	<b>11,995</b>	<b>4.4%</b>	<b>28.7%</b>	<b>149,238</b>	<b>519,217</b>
<b>48</b>	<b>Liability Insurance</b>	<b>274,944</b>	<b>0</b>	<b>0.0%</b>	<b>100.0%</b>	<b>229,120</b>	<b>229,120</b>
<b>49</b>	<b>Supplies</b>	<b>101,420</b>	<b>1,347</b>	<b>1.3%</b>	<b>86.4%</b>	<b>45,807</b>	<b>53,031</b>
<b>50</b>	<b>Other</b>	<b>55,000</b>	<b>25,759</b>	<b>46.8%</b>	<b>97.2%</b>	<b>29,095</b>	<b>29,939</b>
<b>51</b>	<b>Total</b>	<b>1,568,495</b>	<b>578,876</b>	<b>36.9%</b>	<b>58.4%</b>	<b>971,948</b>	<b>1,663,303</b>
<b>52</b>							
<b>53</b>	<b>School Administration (2400)</b>						
<b>54</b>	<b>Salaries</b>	<b>6,030,960</b>	<b>3,705,363</b>	<b>61.4%</b>	<b>66.5%</b>	<b>3,430,577</b>	<b>5,158,344</b>
<b>55</b>	<b>Benefits</b>	<b>2,323,042</b>	<b>1,411,818</b>	<b>60.8%</b>	<b>66.5%</b>	<b>1,301,816</b>	<b>1,957,534</b>
<b>56</b>	<b>Prof Serv/Travel</b>	<b>99,772</b>	<b>67,909</b>	<b>68.1%</b>	<b>48.5%</b>	<b>65,815</b>	<b>135,835</b>
<b>57</b>	<b>Other</b>	<b>18,400</b>	<b>16,924</b>	<b>92.0%</b>	<b>8.0%</b>	<b>14,545</b>	<b>180,984</b>
<b>58</b>	<b>Total</b>	<b>8,472,174</b>	<b>5,202,014</b>	<b>61.4%</b>	<b>64.8%</b>	<b>4,812,753</b>	<b>7,432,697</b>
<b>59</b>							
<b>60</b>	<b>Business &amp; Support (2500)</b>						
<b>61</b>	<b>Salaries</b>	<b>844,343</b>	<b>493,339</b>	<b>58.4%</b>	<b>66.9%</b>	<b>454,909</b>	<b>679,648</b>
<b>62</b>	<b>Benefits</b>	<b>389,903</b>	<b>171,843</b>	<b>44.1%</b>	<b>68.8%</b>	<b>167,384</b>	<b>243,291</b>
<b>63</b>	<b>Purchased Services</b>	<b>591,414</b>	<b>497,829</b>	<b>84.2%</b>	<b>52.0%</b>	<b>206,160</b>	<b>396,650</b>
<b>64</b>	<b>Other</b>	<b>159,000</b>	<b>42,203</b>	<b>26.5%</b>	<b>1.9%</b>	<b>888</b>	<b>45,915</b>
<b>65</b>	<b>Total</b>	<b>1,984,660</b>	<b>1,205,214</b>	<b>60.7%</b>	<b>60.7%</b>	<b>829,341</b>	<b>1,365,504</b>
<b>66</b>							
<b>67</b>	<b>Operation &amp; Maintenance (2600)</b>						
<b>68</b>	<b>Salaries</b>	<b>6,848,485</b>	<b>4,425,442</b>	<b>64.6%</b>	<b>67.1%</b>	<b>4,252,992</b>	<b>6,335,971</b>
<b>69</b>	<b>Benefits</b>	<b>2,411,429</b>	<b>1,583,130</b>	<b>65.7%</b>	<b>67.8%</b>	<b>1,555,053</b>	<b>2,293,643</b>
<b>70</b>	<b>Electricity</b>	<b>1,511,127</b>	<b>780,424</b>	<b>51.6%</b>	<b>79.9%</b>	<b>947,704</b>	<b>1,186,148</b>
<b>71</b>	<b>Purchased Service</b>	<b>802,000</b>	<b>651,663</b>	<b>81.3%</b>	<b>60.5%</b>	<b>502,299</b>	<b>829,958</b>
<b>72</b>	<b>Telephone</b>	<b>230,000</b>	<b>65,952</b>	<b>28.7%</b>	<b>62.4%</b>	<b>72,213</b>	<b>115,719</b>
<b>73</b>	<b>Natural Gas</b>	<b>895,300</b>	<b>322,777</b>	<b>36.1%</b>	<b>62.4%</b>	<b>319,235</b>	<b>511,966</b>
<b>74</b>	<b>Prop Insurance</b>	<b>345,000</b>	<b>304,650</b>	<b>88.3%</b>	<b>100.0%</b>	<b>206,810</b>	<b>206,810</b>
<b>75</b>	<b>Repair</b>	<b>700,250</b>	<b>209,370</b>	<b>29.9%</b>	<b>66.7%</b>	<b>180,967</b>	<b>271,410</b>
<b>76</b>	<b>Supplies</b>	<b>1,020,000</b>	<b>739,201</b>	<b>72.5%</b>	<b>183.1%</b>	<b>603,167</b>	<b>329,411</b>
<b>77</b>	<b>Other Property</b>	<b>750</b>	<b>199,975</b>	<b>26663.3%</b>	<b>100.0%</b>	<b>361</b>	<b>361</b>
<b>78</b>							
<b>79</b>	<b>Total</b>	<b>14,764,341</b>	<b>9,282,586</b>	<b>62.9%</b>	<b>71.5%</b>	<b>8,640,802</b>	<b>12,081,397</b>
<b>80</b>							

**MONTHLY FINANCIAL REPORT  
FEBRUARY 28,2026**

	<b>ENDING FEBRUARY 2026</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Currt Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed</b>			<b>42%</b>	<b>42%</b>		
	<b>Percent of 9 month contract completed</b>			<b>33%</b>	<b>33%</b>		
<b>81</b>	<b>Transportation (2700)</b>						
<b>82</b>	<b>Salaries</b>	<b>4,036,067</b>	<b>2,640,593</b>	<b>65.4%</b>	<b>63.0%</b>	<b>2,477,639</b>	<b>3,933,171</b>
<b>83</b>	<b>Benefits</b>	<b>1,231,047</b>	<b>877,537</b>	<b>71.3%</b>	<b>65.4%</b>	<b>826,912</b>	<b>1,265,056</b>
<b>84</b>	<b>Purch Serv</b>	<b>359,416</b>	<b>320,831</b>	<b>89.3%</b>	<b>52.2%</b>	<b>296,626</b>	<b>567,867</b>
<b>85</b>	<b>Fuel</b>	<b>931,280</b>	<b>380,040</b>	<b>40.8%</b>	<b>64.0%</b>	<b>521,803</b>	<b>814,922</b>
<b>86</b>	<b>Supplies</b>	<b>829,655</b>	<b>363,517</b>	<b>43.8%</b>	<b>65.6%</b>	<b>392,387</b>	<b>597,704</b>
<b>87</b>	<b>Other/Property</b>	<b>142,010</b>	<b>162,069</b>	<b>114.1%</b>	<b>52.3%</b>	<b>1,840</b>	<b>3,516</b>
<b>88</b>	<b>Total</b>	<b>7,529,475</b>	<b>4,744,587</b>	<b>63.0%</b>	<b>62.9%</b>	<b>4,517,208</b>	<b>7,182,235</b>
<b>89</b>							
<b>90</b>	<b>Community Services (3300)</b>						
<b>91</b>	<b>Salary</b>	<b>788,616</b>	<b>439,347</b>	<b>55.7%</b>	<b>65.2%</b>	<b>486,396</b>	<b>746,221</b>
<b>92</b>	<b>Benefits</b>	<b>233,504</b>	<b>124,324</b>	<b>53.2%</b>	<b>65.9%</b>	<b>144,378</b>	<b>219,166</b>
<b>93</b>	<b>Purchased Serv</b>	<b>20,000</b>	<b>14,602</b>	<b>73.0%</b>	<b>49.8%</b>	<b>7,480</b>	<b>15,025</b>
<b>94</b>	<b>Supplies/Util</b>	<b>110,500</b>	<b>65,074</b>	<b>58.9%</b>	<b>58.8%</b>	<b>50,090</b>	<b>85,198</b>
<b>95</b>	<b>Property</b>	<b>15,000</b>	<b>11,464</b>	<b>76.4%</b>	<b>12.6%</b>	<b>1,220</b>	<b>9,677</b>
<b>96</b>	<b>Other Objects</b>	<b>10,550</b>	<b>4,379</b>	<b>41.5%</b>	<b>41.3%</b>	<b>3,772</b>	<b>9,124</b>
<b>97</b>	<b>Desig. Fund Bal</b>						
<b>98</b>	<b>Total</b>	<b>1,178,170</b>	<b>659,190</b>	<b>56.0%</b>	<b>63.9%</b>	<b>693,336</b>	<b>1,084,412</b>
<b>99</b>	<b>Total Expenditures</b>	<b>143,134,497</b>	<b>85,514,740</b>	<b>59.7%</b>	<b>60.0%</b>	<b>79,726,088</b>	<b>132,852,491</b>
<b>100</b>	<b>Interfund Trans</b>					<b>0</b>	<b>-</b>
<b>101</b>	<b>Change Desig Fund Bal</b>						
<b>102</b>	<b>Other/Budget Cuts</b>						
<b>103</b>	<b>TOTAL EXPENDITURERS</b>						
<b>104</b>	<b>M &amp; O</b>	<b>143,134,497</b>	<b>85,514,740</b>	<b>59.74%</b>	<b>60.0%</b>	<b>79,726,088</b>	<b>132,852,491</b>
<b>105</b>							

**MONTHLY FINANCIAL REPORT  
FEBRUARY 28,2026**

	<b>ENDING FEBRUARY 2026</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Currt Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed</b>			<b>42%</b>	<b>42%</b>		
	<b>Percent of 9 month contract completed</b>			<b>33%</b>	<b>33%</b>		
<b>106</b>	<b>School Activity Fund (21)</b>						
<b>107</b>							
<b>108</b>	<b>REVENUE:</b>						
<b>109</b>	<b>School Deposits</b>	<b>4,553,039</b>	<b>3,766,435</b>	<b>82.7%</b>	<b>67.9%</b>	<b>3,473,156</b>	<b>5,116,742</b>
<b>110</b>							
<b>111</b>	<b>Other</b>						
<b>112</b>	<b>Total Revenue</b>	<b>4,553,039</b>	<b>3,766,435</b>	<b>82.7%</b>	<b>67.9%</b>	<b>3,473,156</b>	<b>5,116,742</b>
<b>113</b>	<b>EXPENDITURES:</b>						
<b>114</b>	<b>Purchased Services</b>	<b>750,000</b>	<b>313,532</b>	<b>41.8%</b>	<b>45.5%</b>	<b>197,315</b>	<b>433,895</b>
<b>115</b>	<b>Supplies</b>	<b>2,860,000</b>	<b>2,632,873</b>	<b>92.1%</b>	<b>50.5%</b>	<b>2,084,848</b>	<b>4,127,283</b>
<b>116</b>	<b>Equipment/Property</b>	<b>40,000</b>	<b>0</b>	<b>0.0%</b>	<b>100.0%</b>	<b>12,370</b>	<b>12,370</b>
<b>117</b>	<b>Desig/Other/Adm</b>	<b>250,000</b>	<b>111,385</b>	<b>44.6%</b>	<b>0.0%</b>	<b>126,275</b>	<b>-</b>
<b>118</b>	<b>Total Expenditures</b>						
<b>119</b>	<b>School Activity</b>	<b>3,900,000</b>	<b>3,057,790</b>	<b>78.4%</b>	<b>52.9%</b>	<b>2,420,808</b>	<b>4,573,548</b>
<b>120</b>	<b>DEBT SERVICE FUND (31)</b>						
<b>121</b>							
<b>122</b>	<b>REVENUE:</b>						
<b>123</b>	<b>Property Tax</b>	<b>3,451,030</b>	<b>3,824,576</b>	<b>110.8%</b>	<b>87.3%</b>	<b>3,276,258</b>	<b>3,752,524</b>
<b>124</b>	<b>Interest</b>	<b>350,000</b>	<b>286,068</b>	<b>81.7%</b>	<b>56.2%</b>	<b>284,708</b>	<b>506,821</b>
<b>125</b>	<b>Other</b>						
<b>126</b>	<b>Total</b>	<b>3,801,030</b>	<b>4,110,644</b>	<b>108.1%</b>	<b>83.6%</b>	<b>3,560,966</b>	<b>4,259,345</b>
<b>127</b>	<b>Beginning Bal</b>	<b>8,982,628</b>	<b>8,982,628</b>				<b>8,546,847</b>
<b>128</b>	<b>LESS:</b>	<b>3,310,750</b>	<b>3,237,000</b>				<b>3,255,250</b>
<b>129</b>	<b>Ending Balance</b>	<b>9,472,908</b>	<b>9,856,272</b>			<b>3,560,966</b>	<b>9,550,942</b>
<b>130</b>	<b>Funds Available</b>						
<b>131</b>	<b>EXPENDITURE:</b>						
<b>132</b>	<b>Bond Debt</b>	<b>3,308,250</b>	<b>3,234,250</b>	<b>97.8%</b>	<b>100.0%</b>	<b>3,253,250</b>	<b>3,252,250</b>
<b>133</b>	<b>Fees</b>	<b>2,500</b>	<b>2,750</b>	<b>110.0%</b>	<b>0.0%</b>	<b>0</b>	<b>3,000</b>
<b>134</b>	<b>Other Uses</b>						<b>-</b>
<b>135</b>	<b>Total</b>	<b>3,310,750</b>	<b>3,237,000</b>	<b>97.8%</b>	<b>99.9%</b>	<b>3,253,250</b>	<b>3,255,250</b>

**MONTHLY FINANCIAL REPORT  
FEBRUARY 28,2026**

	<b>ENDING FEBRUARY 2026</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Currt Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed</b>			<b>42%</b>	<b>42%</b>		
	<b>Percent of 9 month contract completed</b>			<b>33%</b>	<b>33%</b>		
<b>136</b>	<b>CAPITAL OUTLAY FUND (32)</b>						
<b>137</b>							
<b>138</b>	<b>REVENUE:</b>						
<b>139</b>	<b>Property Tax</b>	<b>19,311,054</b>	<b>18,477,204</b>	<b>95.7%</b>	<b>87.3%</b>	<b>9,480,394</b>	<b>10,858,549</b>
<b>140</b>	<b>Interest</b>	<b>770,000</b>	<b>617,049</b>	<b>80.1%</b>	<b>54.9%</b>	<b>514,238</b>	<b>937,302</b>
<b>141</b>	<b>Other</b>	<b>100,000</b>	<b>109,506</b>	<b>109.5%</b>	<b>17.8%</b>	<b>47,168</b>	<b>264,901</b>
<b>142</b>	<b>State</b>	<b>100,000</b>	<b>46,424</b>	<b>46.4%</b>	<b>43.5%</b>	<b>553,534</b>	<b>1,273,392</b>
<b>143</b>	<b>Federal /MBA</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>10,056</b>	<b>20,112</b>
<b>144</b>	<b>Ins./Prop.Recry</b>	<b>20,000</b>	<b>3,249</b>	<b>16.2%</b>	<b>0.0%</b>	<b>20,672</b>	<b>-</b>
<b>145</b>	<b>Total Revenue</b>	<b>20,301,054</b>	<b>19,253,431</b>	<b>94.8%</b>	<b>79.6%</b>	<b>10,626,062</b>	<b>13,354,256</b>
<b>146</b>	<b>Lease Revenue MBA</b>	<b>0</b>	<b>0</b>				
<b>147</b>	<b>Other Sources(F50)</b>	<b>0</b>	<b>0</b>				
<b>148</b>	<b>Desig. Fund Bal</b>	<b>0</b>	<b>0</b>				
<b>149</b>	<b>TOTAL REVENUE CAPITAL</b>	<b>20,301,054</b>	<b>19,253,431</b>	<b>95%</b>	<b>80%</b>	<b>10,626,062</b>	<b>13,354,256</b>
<b>150</b>	<b>OUTLAY</b>						
<b>151</b>	<b>Beg. Balance</b>	<b>29,332,972</b>	<b>29,332,972</b>				<b>22,309,148</b>
<b>152</b>	<b>Less:</b>	<b>27,068,700</b>	<b>9,044,167</b>				<b>11,193,670</b>
<b>153</b>	<b>Ending Balance</b>	<b>22,565,326</b>	<b>39,542,236</b>				<b>24,469,734</b>
<b>154</b>	<b>Capital Outlay Funds</b>						
<b>155</b>	<b>available</b>						

**MONTHLY FINANCIAL REPORT  
FEBRUARY 28,2026**

	<b>ENDING FEBRUARY 2026</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed</b>			<b>42%</b>	<b>42%</b>		
	<b>Percent of 9 month contract completed</b>			<b>33%</b>	<b>33%</b>		
<b>156</b>	<b>EXPENDITURES:</b>						
<b>157</b>	<b>Oper/Maint</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>158</b>	<b>Other Equipment</b>	<b>0</b>	<b>412,139</b>	<b>0.0%</b>	<b>0.0%</b>	<b>251,637</b>	<b>-</b>
<b>159</b>	<b>Purchased Services</b>	<b>4,658,200</b>	<b>2,219,046</b>	<b>47.6%</b>	<b>0.0%</b>	<b>6,000</b>	<b>384,332</b>
<b>160</b>	<b>Technology/Software</b>	<b>2,750,000</b>	<b>819,681</b>	<b>29.8%</b>	<b>158.9%</b>	<b>609,805</b>	<b>1,256,222</b>
<b>161</b>	<b>Improvement</b>			<b>0.0%</b>	<b>0.0%</b>		<b>-</b>
<b>162</b>	<b>Buildings Maint</b>	<b>3,800,000</b>	<b>1,883,114</b>	<b>49.6%</b>	<b>89.6%</b>	<b>1,995,997</b>	<b>2,226,630</b>
<b>163</b>	<b>Vehicles/Buses</b>	<b>1,500,000</b>	<b>1,620,837</b>	<b>108.1%</b>	<b>0.0%</b>	<b>221,380</b>	<b>1,691,400</b>
<b>164</b>	<b>Furniture/Equip</b>	<b>1,600,000</b>	<b>186,641</b>	<b>11.7%</b>	<b>0.0%</b>	<b>757,418</b>	<b>3,233,735</b>
<b>165</b>	<b>Other Objects/Supplies</b>	<b>800,000</b>		<b>0.0%</b>	<b>0.0%</b>		<b>-</b>
<b>166</b>	<b>Vehicle charges</b>	<b>300,000</b>	<b>2,500</b>	<b>0.8%</b>			<b>5,926</b>
<b>167</b>	<b>Total Capital</b>	<b>15,408,200</b>	<b>6,731,818</b>	<b>43.7%</b>	<b>40.8%</b>	<b>3,590,600</b>	<b>8,798,245</b>
<b>168</b>	<b>Other/Portables</b>	<b>0</b>		<b>0.0%</b>	<b>0.0%</b>	<b>627,936</b>	<b>866,521</b>
<b>169</b>	<b>Grouse Creek</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>609</b>	<b>-</b>
<b>170</b>	<b>Golden Spike</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>-171,642</b>	<b>-</b>
<b>171</b>	<b>School Small Capital</b>	<b>150,000</b>	<b>98,822</b>	<b>65.9%</b>	<b>222.2%</b>	<b>255,515</b>	<b>114,991</b>
<b>172</b>	<b>HS Athletic Facilities</b>	<b>250,000</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>		<b>-</b>
<b>173</b>	<b>Property/Other</b>	<b>250,000</b>	<b>141,086</b>	<b>0.0%</b>	<b>0.0%</b>	<b>990,251</b>	<b>-</b>
<b>174</b>	<b>Total Construction</b>	<b>650,000</b>	<b>239,908</b>	<b>36.9%</b>	<b>340.7%</b>	<b>1,702,669</b>	<b>499,781</b>
<b>175</b>	<b>Desig. F Bal</b>				<b>0.0%</b>		<b>-</b>
<b>176</b>	<b>MBA/Bond Fee/Fund 50</b>	<b>11,010,500</b>	<b>1,660,302</b>	<b>15.1%</b>	<b>0.0%</b>	<b>1,670,509</b>	<b>1,895,644</b>
<b>177</b>	<b>Other</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>178</b>	<b>TOTAL EXPENDITURES</b>	<b>11,010,500</b>	<b>1,660,302</b>	<b>15.1%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>179</b>	<b>CAPITAL OUTLAY</b>	<b>27,068,700</b>	<b>9,044,167</b>	<b>33.4%</b>	<b>64.5%</b>	<b>7,215,415</b>	<b>11,193,670</b>
<b>180</b>							

**MONTHLY FINANCIAL REPORT  
FEBRUARY 28,2026**

	<b>ENDING FEBRUARY 2026</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Currt Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed</b>			<b>42%</b>	<b>42%</b>		
	<b>Percent of 9 month contract completed</b>			<b>33%</b>	<b>33%</b>		
<b>181</b>	<b>SCHOOL FOOD SERVICE FUND (49)</b>						
<b>182</b>							
<b>183</b>	<b>REVENUE:</b>						
<b>184</b>	<b>Lunch Sales</b>	<b>1,300,000</b>	<b>893,773</b>	<b>68.8%</b>	<b>59.7%</b>	<b>907,398</b>	<b>1,521,093</b>
<b>185</b>	<b>State</b>	<b>900,000</b>	<b>408,452</b>	<b>45.4%</b>	<b>29.3%</b>	<b>415,012</b>	<b>1,417,063</b>
<b>186</b>	<b>Federal</b>	<b>2,500,000</b>	<b>1,333,857</b>	<b>53.4%</b>	<b>53.8%</b>	<b>1,417,329</b>	<b>2,632,718</b>
<b>187</b>	<b>Other/Inventory Adj</b>	<b>0</b>	<b>4,185,162</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>(55,095)</b>
<b>188</b>	<b>TOTAL REVENUE SCHOOL</b>						
<b>189</b>	<b>FOODS</b>	<b>4,700,000</b>	<b>6,821,244</b>	<b>145.1%</b>	<b>49.7%</b>	<b>2,739,739</b>	<b>5,515,780</b>
<b>190</b>	<b>Beg. Balance</b>	<b>3,360,389</b>	<b>3,360,389</b>			<b>5,133,182</b>	<b>5,371,320</b>
<b>191</b>	<b>Less:</b>	<b>6,142,981</b>	<b>3,498,301</b>				<b>5,383,685</b>
<b>192</b>	<b>Ending Balance</b>	<b>8,060,389</b>	<b>10,181,633</b>			<b>7,872,921</b>	<b>5,133,182</b>
<b>193</b>	<b>School Food Service Funds</b>						
<b>194</b>	<b>available</b>	<b>8,060,389</b>	<b>10,181,633</b>	<b>126.3%</b>	<b>153.4%</b>	<b>7,872,921</b>	<b>5,133,182</b>
<b>195</b>	<b>EXPENDITURES:</b>						
<b>196</b>	<b>Salaries</b>	<b>2,018,331</b>	<b>1,254,448</b>	<b>62.2%</b>	<b>59.2%</b>	<b>1,195,200</b>	<b>2,018,213</b>
<b>197</b>	<b>Benefits</b>	<b>610,650</b>	<b>301,130</b>	<b>49.3%</b>	<b>56.2%</b>	<b>313,697</b>	<b>557,845</b>
<b>198</b>	<b>Food/Supplies</b>	<b>3,009,000</b>	<b>1,810,191</b>	<b>60.2%</b>	<b>68.2%</b>	<b>1,780,817</b>	<b>2,610,555</b>
<b>199</b>	<b>Equipment</b>	<b>100,000</b>	<b>122,501</b>	<b>122.5%</b>	<b>150.1%</b>	<b>147,868</b>	<b>98,507</b>
<b>200</b>	<b>Other Costs</b>	<b>80,000</b>	<b>10,031</b>	<b>12.5%</b>	<b>22.5%</b>	<b>22,139</b>	<b>98,564</b>
<b>201</b>	<b>Dir/Indirect Costs</b>	<b>325,000</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>202</b>	<b>TOTAL EXPENDITURES SCHOOL</b>						
<b>203</b>	<b>FOODS</b>	<b>6,142,981</b>	<b>3,498,301</b>	<b>56.9%</b>	<b>64.3%</b>	<b>3,459,721</b>	<b>5,383,685</b>
<b>204</b>							

**MONTHLY FINANCIAL REPORT  
FEBRUARY 28,2026**

	<b>ENDING FEBRUARY 2026</b>	<b>2025-26</b>	<b>2025-26</b>	<b>Curr Bud vs Actual</b>	<b>Prev Bud vs Actual</b>	<b>2024-25</b>	<b>2024-25</b>
	<b>Description</b>	<b>Proposed</b>	<b>YTD</b>	<b>%</b>	<b>%</b>	<b>YTD</b>	<b>Actual</b>
	<b>Percent of Fiscal Year completed</b>			<b>42%</b>	<b>42%</b>		
	<b>Percent of 9 month contract completed</b>			<b>33%</b>	<b>33%</b>		
<b>205</b>	<b>Foundation Fund (75)</b>						
<b>206</b>							
<b>207</b>	<b>REVENUE:</b>						
<b>208</b>	<b>Total Revenue</b>	<b>500,000</b>	<b>854,511</b>	<b>170.9%</b>	<b>67.4%</b>	<b>375,495</b>	<b>557,267</b>
<b>209</b>	<b>Available Revenue</b>	<b>500,000</b>	<b>854,511</b>	<b>170.9%</b>	<b>75.5%</b>	<b>375,495</b>	<b>497,352</b>
<b>210</b>	<b>EXPENDITURE:</b>						
<b>211</b>	<b>Expenses</b>	<b>475,000</b>	<b>240,985</b>	<b>50.7%</b>	<b>78.4%</b>	<b>337,765</b>	<b>431,084</b>
<b>212</b>	<b>Changes/Desg Fund Bal</b>						<b>-</b>
<b>213</b>	<b>TOTAL EXPENDITURE</b>	<b>475,000</b>	<b>240,985</b>	<b>50.7%</b>	<b>78.4%</b>	<b>337,765</b>	<b>431,084</b>
<b>214</b>							
<b>215</b>	<b>Agency Fund (76)</b>						
<b>216</b>							
<b>217</b>	<b>REVENUE:</b>						
<b>218</b>	<b>Agent Services</b>	<b>80,000</b>	<b>69,656</b>	<b>87.1%</b>	<b>96.6%</b>	<b>66,674</b>	<b>69,013</b>
<b>219</b>	<b>State</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>220</b>	<b>Federal</b>	<b>0</b>		<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>221</b>	<b>Other</b>	<b>0</b>		<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>-</b>
<b>222</b>	<b>TOTAL REVENUE/BB</b>						
<b>223</b>	<b>AGENCY FUND</b>	<b>80,000</b>	<b>69,656</b>	<b>87.1%</b>	<b>96.6%</b>	<b>66,674</b>	<b>69,013</b>
<b>224</b>	<b>EXPENDITURE:</b>						
<b>225</b>	<b>Instruction</b>	<b>10,000</b>	<b>90</b>	<b>0.9%</b>	<b>100.0%</b>	<b>1,269</b>	<b>1,269</b>
<b>226</b>	<b>NUCC</b>	<b>25,000</b>	<b>37,157</b>	<b>148.6%</b>	<b>82.5%</b>	<b>19,025</b>	<b>23,070</b>
<b>227</b>	<b>Other</b>	<b>3,000</b>	<b>2,259</b>	<b>75.3%</b>	<b>67.3%</b>	<b>2,088</b>	<b>3,101</b>
<b>228</b>	<b>Changes/Desg Fund Bal</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>		
<b>229</b>	<b>TOTAL EXPENDITURES</b>						
<b>230</b>	<b>AGENCY FUND</b>	<b>38,000</b>	<b>39,506</b>	<b>104.0%</b>	<b>81.6%</b>	<b>22,382</b>	<b>27,440</b>
<b>231</b>							
<b>232</b>							
<b>233</b>			<b>SUMMARY</b>			<b>SUMMARY</b>	
<b>234</b>							
<b>235</b>	<b>GRAND TOTAL FUNDS AVAILABLE</b>						
<b>236</b>	<b>ALL FUNDS</b>	<b>156,735,856</b>	<b>140,594,439</b>	<b>89.7%</b>		<b>123,973,822</b>	
<b>237</b>	<b>GRAND TOTAL EXPENDITURE</b>						
<b>238</b>	<b>ALL FUNDS</b>	<b>184,069,928</b>	<b>104,632,488</b>	<b>56.8%</b>		<b>96,435,429</b>	
	<b>Revenue added</b>		<b>35,961,951</b>			<b>27,538,393</b>	

I: BASIC SCHOOL PROGRAMS:	FY25 Final	FY26 Estimates	FY26 Mid-Year	FY25 to FY26 Estimates Changes	FY26 Estimates to FY Mid-year Changes	Net Increase from FY25
<b>A: REGULAR BASIC SCHOOL PROGRAMS</b>						
Grades K-12	\$41,053,444.00	\$44,312,601.00	\$43,908,168.00	\$3,259,157.00	-\$404,433.00	\$2,854,724.00
Nec. Existent Small Schools	\$871,172.00	\$1,028,280.00	\$1,028,280.00	\$157,108.00	\$0.00	\$157,108.00
Foreign Exchange Students*	\$26,964.00	\$42,066.00	\$42,066.00	\$15,102.00	\$0.00	\$15,102.00
<b>B. RESTRICTED BASIC SCHOOL PROGRAM</b>						
Special Education - Add-On	\$7,190,173.00	\$8,123,275.00	\$7,927,228.00	\$933,102.00	-\$196,047.00	\$737,055.00
Special Education - Self-Contained	\$917,475.00	\$1,050,404.00	\$1,050,404.00	\$132,929.00	\$0.00	\$132,929.00
Special Education - Pre-School	\$1,567,782.00	\$1,600,067.00	\$1,600,067.00	\$32,285.00	\$0.00	\$32,285.00
Special Education - Extended Year	\$34,717.00	\$37,159.00	\$37,159.00	\$2,442.00	\$0.00	\$2,442.00
Special Education - Impact Aid	\$163,013.00	\$84,570.00	\$84,570.00	-\$78,443.00	\$0.00	-\$78,443.00
Special Education - EYSE*	\$98,374.00	\$98,374.00	\$98,374.00	\$0.00	\$0.00	\$0.00
Career & Technical Education - Add-On*	\$3,377,570.00	\$3,015,923.00	\$3,157,662.00	-\$361,647.00	\$141,739.00	-\$219,908.00
Students At-Risk - Add-on	\$2,320,915.00	\$2,413,876.00	\$2,231,075.00	\$92,961.00	-\$182,801.00	-\$89,840.00
Class Size Reduction	\$3,422,416.00	\$3,567,143.00	\$3,531,250.00	\$144,727.00	-\$35,893.00	\$108,834.00
<b>TOTAL BASIC SCHOOL PROGRAM (A and B)</b>	<b>\$61,044,015.00</b>	<b>\$65,373,738.00</b>	<b>\$64,696,303.00</b>	<b>\$4,329,723.00</b>	<b>-\$677,435.00</b>	<b>\$3,652,288.00</b>
<b>C. RELATED TO BASIC PROGRAM, ETC.</b>						
Pupil Transportation*	\$5,089,935.00	\$5,986,505.00	\$5,986,505.00	\$896,570.00	\$0.00	\$896,570.00
Youth-in-Care*	\$551,716.00	\$552,715.00	\$552,715.00	\$999.00	\$0.00	\$999.00
Adult Education*	\$268,581.00	\$290,651.00	\$290,651.00	\$22,070.00	\$0.00	\$22,070.00
Adult Education - Corrections Institutions*	\$25,663.00	\$23,993.00	\$23,993.00	-\$1,670.00	\$0.00	-\$1,670.00
Adult Education - Supplemental*	\$30,384.00	\$960.00	\$960.00	-\$29,424.00	\$0.00	-\$29,424.00
Enhancement for Accelerated Students*	\$109,254.00	\$0.00	\$0.00	-\$109,254.00	\$0.00	-\$109,254.00
Concurrent Enrollment*	\$262,213.00	\$0.00	\$0.00	-\$262,213.00	\$0.00	-\$262,213.00
Educator Salary Adjustments	\$7,825,020.00	\$8,997,425.00	\$9,000,280.00	\$1,172,405.00	\$2,855.00	\$1,175,260.00
Teacher Salary Supplement*	\$134,938.00	\$490,236.00	\$490,236.00	\$355,298.00	\$0.00	\$355,298.00
Teacher Supplies and Materials	\$222,873.00	\$222,873.00	\$218,140.00	\$0.00	-\$4,733.00	-\$4,733.00
Effective Teachers in High Poverty Schools*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grants for Professional Learning*	\$74,649.00	\$0.00	\$0.00	-\$74,649.00	\$0.00	-\$74,649.00
Educator Professional Time*	\$1,367,137.00	\$1,434,855.00	\$1,420,361.00	\$67,718.00	-\$14,494.00	\$53,224.00
School LAND Trust Program*	\$1,966,054.00	\$2,069,465.00	\$2,069,465.00	\$103,411.00	\$0.00	\$103,411.00
Teacher and Student Success Program*	\$3,622,093.00	\$4,170,227.00	\$4,170,227.00	\$548,134.00	\$0.00	\$548,134.00
Student Health & Counseling Support Program*	\$432,044.00	\$358,398.00	\$396,827.00	-\$73,646.00	\$38,429.00	-\$35,217.00
Dual Immersion*	\$135,224.00	\$114,780.00	\$114,780.00	-\$20,444.00	\$0.00	-\$20,444.00
Beverly Taylor Sorenson Elementary Arts*	\$126,000.00	\$112,500.00	\$112,500.00	-\$13,500.00	\$0.00	-\$13,500.00
Digital Teaching and Learning*	\$367,370.00	\$342,592.00	\$342,592.00	-\$24,778.00	\$0.00	-\$24,778.00
<b>II: LEEWAY PROGRAMS</b>				\$0.00	\$0.00	\$0.00
Voted Local Levy Program, Min. Basic Growth, and Local Levy Growth	\$2,546,385.00	\$3,087,212.00	\$2,589,704.00	\$540,827.00	-\$497,508.00	\$43,319.00
Board Local Levy Program, Min. Basic Growth, and Local Levy Growth	\$3,342,946.00	\$4,052,954.00	\$3,399,520.00	\$710,008.00	-\$653,434.00	\$56,574.00
<b>TOTAL LEEWAY PROGRAMS</b>	<b>\$5,889,331.00</b>	<b>\$7,140,166.00</b>	<b>\$5,989,224.00</b>	<b>\$1,250,835.00</b>	<b>-\$1,150,942.00</b>	<b>\$99,893.00</b>
<b>III: OTHER STATE PROGRAMS</b>				\$0.00	\$0.00	\$0.00
<b>A. Capital Outlay</b>				\$0.00	\$0.00	\$0.00
Capital Outlay Foundation	\$138,323.00	\$0.00	\$0.00	-\$138,323.00	\$0.00	-\$138,323.00
Foundation Guarantee Min. Basic Growth	\$167,528.00	\$0.00	\$0.00	-\$167,528.00	\$0.00	-\$167,528.00
Enrollment Growth	\$47,171.00	\$0.00	\$0.00	-\$47,171.00	\$0.00	-\$47,171.00
Enrollment Growth Min. Basic Growth	\$93,653.00	\$0.00	\$0.00	-\$93,653.00	\$0.00	-\$93,653.00
SchoolFees Admndments	\$0.00	\$324,391.00	\$324,262.00	\$324,391.00	-\$129.00	\$324,262.00
					\$0.00	\$0.00
<b>TOTAL STATE FUNDS</b>	<b>\$89,991,169.00</b>	<b>\$98,006,470.00</b>	<b>\$96,200,021.00</b>	<b>\$8,015,301.00</b>	<b>-\$1,806,449.00</b>	<b>\$6,208,852.00</b>

Program	2025 Final	2026 Estimate	2026 Mid Year	% Change 2025 to 2026	% Change from Legislative Estimates	Net Change from FY25
	WPU's					
Grades K-12	11,861.00	11,882.00	11,787.00	0.18%	-0.80%	-0.63%
Foregen Exchange	6.00	9.00	9.00	50.00%	0.00%	33.33%
NESS	190.00	220.00	220.00	15.79%	0.00%	13.64%
Special Education - Add-On	1,599.95	1,737.00	1,696.00	8.57%	-2.36%	5.66%
Special Education - Self-Contained	204.16	224.00	224.00	9.72%	0.00%	8.86%
Special Education - Pre-School	348.86	342.00	342.00	-1.97%	0.00%	-2.01%
Special Education - Extended Year	7.73	7.00	7.00	-9.39%	0.00%	-10.36%
Special Education - Impact Aid	36.27	18.00	18.00	-50.38%	0.00%	-101.52%
Career & Technical Education - Add-On*	751.57	645.00	675.00	-14.18%	4.65%	-11.34%
Students At-Risk - Add-on	516.45	516.00	477.00	-0.09%	-7.56%	-8.27%
Class Size Reduction	761.55	763.00	755.00	0.19%	-1.05%	-0.87%

## POLICY 5240

### Appeals of Student Government Organizations

- A. The student government organization in each secondary school can present written recommendations to the building principal regarding matters of student concern or interest under established procedures. The principal shall then consider the recommendation then render a written decision within five school days after presentation.
- B. Following review and decision by the building principal, the student government organization reserves the right, within ten school days, to appeal in writing, the decision of the building principal to the superintendent of schools. This appeal may be made if the original request had district implications and must be resolved beyond the building level.
- C. The superintendent will hold a hearing with representatives designated by the student government organization and render a written decision within ten school days of receipt of written appeal.
- D. The student government organization reserves the right, within ten school days, to appeal in writing, the decision of the superintendent of schools to the Board of Education. This appeal may be made if the superintendent does not approve the request or if the superintendent indicates that the matter involves district policy which can only be approved by the Board of Education.
- E. Appeals to the Board of Education will be submitted in writing to the superintendent's office for distribution to the Board, and notification will be sent by the superintendent to all interested parties indicating that said appeal might result in a change in policy, after consultation with the principal. Written decision will then be made by the Board of Education within thirty school days, during which time all groups notified will have an opportunity to react.

## Policy 1250

### Professional Learning Communities

- 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, 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 work to help each other 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?
  4. 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.

## POLICY 2110

### Solicitation of Employees

- A. Salespersons and other solicitors shall not be permitted to contact school employees during the employee's working hours. Salespersons or other solicitors may, with the permission of the superintendent, leave information and notice of time and place for personal contacts with the building principal or supervisor for general announcement to employees; interested employees may then make contact with the salesperson or solicitor.

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

## POLICY 2120

### School Merchandising

- A. The Board of Education will permit the operation of stores within the secondary schools to sell to student supplies, books, and confections. Such stores will be subject to the following regulations:
1. All monies received and expended through the operation of student stores shall be accounted for through the financial accounting system of the school. Funds for operation may be advanced from general funds of that school and replaced in the account from sales of the store.
  2. The general operation of the store shall be handled under the direction of the school principal as are all operations with the school.
  3. Prices established on items for sale will be so fixed to allow the store to be self-sustaining. Profits may be used to purchase needed school equipment, supplies, or materials.
  4. Items purchased for rental may be rented at a figure that will pay for the item within the normal life of that item.
  5. Items sold are subject to all applicable local and state sales taxes.
  6. Food items should meet all Federal school lunch guidelines. See references as noted in [Policy 5052 Wellness – Physical Activity and Nutrition](#).

## POLICY 2140

### Inventory

- A. A complete and accurate inventory is necessary for district financial accounting, planning and budgeting, purchasing, maintenance, insurance, records, etc. The District has substantial financial investment in capital assets, and without a physical inventory record, reimbursement for loss due to theft, fire, or natural disaster would be impossible.
- B. A complete physical inventory of all capital assets shall be conducted annually. This inventory shall include those assets mentioned on the district fixed assets records and those maintained on school records. Principals shall be responsible to inventory items not maintained on the district inventory that have a high risk of theft or destruction.
- C. The business administrator has supervisory responsibility for all inventory. The school principal is responsible for maintaining an up-to-date, accurate inventory.
  1. The business administrator may delegate the responsibility for inventory of district assets, not assigned to a school, as follows:
    - Vehicles/Transportation - Supervisor of Transportation
    - District Maintenance Equipment/Real Property Buildings – Director of Facilities
    - District Office Equipment/Furniture - Fixed Asset Clerk
    - School Lunch Equipment – School Lunch Supervisor
  2. Each school will be responsible for maintaining an inventory and checkout system for equipment circulated to staff, students, etc. Schools must use a standard district system approved by the business administrator.

## POLICY 2172

### Buildings & Grounds – Accessibility by Disabled Persons

#### A. Readily accessible programs

- a. Programs or activities shall be operated in a manner which ensures that, when viewed in their entirety, they are readily accessible to disabled persons. The District is not, however, required to make each existing facility or every part of a facility accessible to and usable by disabled persons.

[34 CFR § 104.22\(a\)](#)

#### B. Compliance

1. Compliance with these requirements may be achieved by:
  - a. Redesigning equipment
  - b. Reassigning classes or other services to accessible buildings
  - c. Assigning aides to qualified disabled persons
  - d. Home visits
  - e. Delivery of health, welfare, or other social services at alternate accessible sites.
  - f. Alteration of existing facilities
  - g. Constructing new facilities in conformance with [34 CFR § 104.23](#).
  - h. Any other methods that would result in making programs and activities accessible to disabled persons.
2. Structural changes in existing facilities need not be made when other methods will achieve compliance with the handicap requirements. In choosing among available alternatives for meeting these requirements, the Board shall give priority to methods that offer programs and activities to handicapped persons in the most integrated setting appropriate.

[34 CFR § 104.22\(b\)](#)

C. Notice

1. The District shall adopt and implement procedures to ensure that interested persons, including those with impaired vision or hearing, can obtain information as to the existence and location of services, activities, and facilities that are accessible to and usable by disabled persons.

[34 CFR § 104.22\(f\)](#)

## POLICY 2200

### Vandalism, Destruction, or Loss of School Property

- A. Because incidents of willful or malicious abuse, destruction, defacing, and/or theft of school district property are injurious to the rights and welfare of the entire community, it is the policy of the Board to retain the right to seek all legal redress against persons found to have committed such acts.
- B. Full restitution for the damage caused will be sought from such persons--or, in the case of minors, from their parents consistent with Utah law.
- C. All thefts, break-ins and other acts of vandalism on or to Box Elder School district property should be reported immediately, with all known information about the incident(s) of the case, to the Superintendent's office and to the local police or sheriff's department.
- D. Box Elder School District reserves the right to seek restitution, consistent with Utah law, for all school property lost, vandalized, destroyed, rendered unusable or otherwise defaced. Such legal means may include academic or citizenship penalties consistent with [Utah Code § 53G-8-212](#) and [§ 78A-6-1113](#) until appropriate restitution is complete.
- E. If the student and the student's parent is unable to pay for the lost or damaged property, the school may consult with parents and assign a student an appropriate work project in lieu of paying for the damaged property or materials.
- F. Nothing herein prevents the school and parent from mutually agreeing for all or a part of the payment for lost or damaged property to be done as an appropriate work project at the school even when parents or student have the ability to pay financially.

## POLICY 5020

### Out-Of-State Students

- A. An out-of-state student is one whose parents live outside of the State of Utah.
- B. The Board shall admit into the free public schools of the district all minor children who are between the ages of 5 and not over 18 years of age on September 2 of the school year in which admission is sought, where the minor child's parent neither resides nor is domiciled within the state, but the child lives within the district, if it is established to the satisfaction of the building administrator that one of the following conditions exists:
  - 1. The child was placed and is being supervised by a private or public agency which is authorized to provide residential or child placement services by the state and which does not receive significant payment from any out-of-state source for services rendered the child.
  - 2. The child resides in the district and is an emancipated minor, such as by marriage. The emancipated minor may enroll in the district's regular programs, but is subject to the same school policies as a regular minor.
  - 3. The establishment of court appointed legal guardianship to a district resident (power of attorney or temporary guardianship will not be accepted.)
- C. The tuition for out-of-state students will be actual cost per student as indicated in the previous year's audit report of the school attended, minus any amount provided by a State and/or Federal agency for his/her schooling. A written agreement must be established between the students and parents before the student will be admitted into school.
- D. Out-of-state tuition may be prorated on the basis of 1/180 for each day the student will be enrolled in Box Elder School District.
- E. Out-of-state students may not be counted in determining the State contribution from the Uniform School Fund unless they meet guideline requirements adopted by the State Board of Education.
- F. Any individual enrolling a student who claims to be homeless and meets the federal definition of "homeless" shall be admitted immediately and notified that they have 90 days to complete all necessary paperwork including but not limited to birth certificate, immunizations, and guardianship as applicable.

## POLICY 5226

### Activity Disclosure Statements

- A. Activity disclosure statements must be developed for each school-sponsored group, club, or program which involves students and faculty in grades 9 through 12 in contests, performances, events or other activities that require them to miss normal class time or takes place outside regular school time. (See [Utah Code 53G-4-409](#))
- B. The activity disclosure statements shall be disseminated annually to the students desiring involvement in the specific activity or to the students' parents or to both students and their parent. Statements must be signed by a parent and kept on file by the school employee responsible for the activity.
- C. An activity disclosure statement shall contain the following information:
  1. The specific name of the club, team, group, or activity;
  2. The maximum number of students involved;
  3. Whether or not tryouts are used to select students, specifying date and time requirements for tryouts, if applicable;
  4. Beginning and ending dates of the activity;
  5. A tentative schedule of the events, performances, games, or other activities with dates, times, and places specified if available;
  6. If applicable, designation of any nonseason events or activities, including an indication of the status, i.e., required, expected, suggested, or optional, with the dates, times, and places specified;
  7. Personal costs associated with the activity;
  8. The name of the school employee responsible for the activity; and
  9. Any additional information considered important for the students and parents to know.

## Policy 5275

### Title IX Sexual Harassment

- A. See [Policy 3015 Title IX Sexual Harassment](#)

## Policy 6010

### Visitors to Schools

- A. Visitors are welcome in Box Elder District schools. The following procedures are for the protection and safety of students.
- B. 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 attending that school. No person shall have access to the schools unless express permission is granted as provided below.
- C. All parents or other persons having any business to conduct on school property during school hours must check into the school principal's office and obtain express permission from the principal, other school administrator, or designee to be present on school premises during school hours. 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.

## Policy 6020

### Relations with Parent/Community Groups

- A. For purposes of this policy, all student booster groups, parent booster groups or other community groups whose aims or goals include in part to further the goals of the School District shall be referred to as "Community Support Groups."
- B. In the absence of a specific written authorization by the Superintendent, no community support organization is authorized to act on behalf or represent the School District. All activities of Community Support Groups, unless otherwise specifically authorized and recognized in writing, do not act for or on behalf of the School District and any implication of actual or apparent agency of such Community Support Groups to act on behalf of the School District is hereby negated and specifically rejected.
- C. In addition, no organization shall be entitled to use any School District or individual school insignia, designation, or name without the express written permission of the School District. All written material listing or using, in any representative capacity, a School District or individual school name, must also contain a disclosure that the association or entity does not act on behalf of the School District or school unless express written permission has been granted by the School District to do so.
- D. An individual volunteer worker who has been retained by a Community Support Group does not have any authority to bind the School District or to represent or act on behalf of the School District unless otherwise specifically indicated in writing by the Superintendent of the School District.
- E. No individual, corporation or association or other entity shall be covered under the School District's insurance policies and/or State Risk Management policies unless State Risk Management has specifically undertaken responsibility for such activities. All persons who are solicited and undertake to perform services at the request of a Community Support Group should look solely to that Community Support Group for any insurance coverage or coverage of risks.
- F. In the event a volunteer of a Community Support Group undertakes to perform services on behalf of the School District at the request of the Community Support Group, such volunteer shall report all discipline problems to the School District for oversight and correction.
- G. A Community Support Group may use the school facilities under the same circumstances and conditions as identified in [Policy 2160 Building & Grounds Rental](#)

Policy 6020  
Reviewed  
May 12, 2021  
First Reading  
March 11, 2026

[and Supervision Permit and Use Agreement](#). However, the School District may, within its discretion, waive fees for use of the school building by such Community Support Group.

## Policy 6030

### Relations with Law Enforcement Agencies

- A. School officials are encouraged to cooperate with law enforcement agencies. In all such cooperative activities, the rights of students and parents must be protected and the actions must be in harmony with the Constitution of the United States, the Laws of the State of Utah and the educational needs of students. Prior to contacting a student(s), who is in attendance at a District school, law enforcement officers will check with the principal or principal's designee.
- B. Interviews and Interrogations
1. Interviews and interrogations will be permitted by properly identified law enforcement officers from federal agencies, Utah State agencies and Box Elder County Agencies, including the Utah State Division of Family Services and city police. All other agencies, such as law officers from another state, private investigators, etc., MUST work through the local law enforcement agency. NO exceptions are to be made to that policy.
  2. Whenever school or District administrators allow students to be questioned by law enforcement or Division of Child & Family Services (DCFS) personnel, administrators shall officially release the student(s) to law enforcement or DCFS personnel and inform them that it is the responsibility of the law enforcement officer or DCFS staff to inform parents of the questioning, as appropriate.
  3. In cases of investigations of child abuse, school personnel are not entitled to be present with the investigators from Child Protective Services. School personnel shall verify the identification of the investigators.
  4. In any case where the law enforcement officer(s) request to remove the student from school premises, parents must be notified prior to such action, unless the student is arrested or placed under custody of the state.
- C. Arrest
1. Custody and/or arrest may be effected by a law enforcement officer after he/she has shown proper identification and credentials.

## POLICY 1240

### Emergency Closing of Schools

- A. The Superintendent is authorized to close schools in event of hazardous weather or other emergencies, which threaten the safety of students, school staff members, or school property. **Whenever possible, virtual learning will be implemented to allow education to continue.**
- B. Emergency closures of schools must be compatible with [Utah Admin. Rule R277-419-4](#). Minimum required number of days **and instructional hours** must be preserved or made up prior to the close of school for the current school year.

## POLICY 2130

### Capitalization

#### A. Reason for Tracking Assets

1. It is essential that complete and accurate records of all equipment and other assets be maintained. Major purposes of fixed assets accounting include:

Financial Accounting & Reporting	Purchase
Physical Control	Planning & Budgeting
Maintenance	Risk Management
Surplus Property Management	Grant Management
Lease Management	

2. This Capitalization Policy provides the necessary guidelines to determine which items are to be capitalized and thus become a part of the fixed assets accounting program.

#### B. Capital Purchases

1. All purchases of equipment and other assets of more than \$1,000 must be purchased through the district purchase order system for procurement protocol management. Purchases made using district funds over \$10,000~~2,500~~ will be captured for inventory and capitalization purposes. All requests for capital purchases over \$10,000~~2,500~~ that will be made with school or donated funds should include a check with the requisition.
2. All gifts of equipment or other physical assets must be donated through the District Foundation. This ensures that the donor will receive proper tax credit. The District will, to the extent possible, honor the requests of donors for initial distribution in the District. The District reserves the right to place donated gifts in the location where the item will best serve the students of the District overall.

#### C. Capitalized Assets

1. All assets, with a purchase price of \$10,000~~2,500~~ or more, will be capitalized. The Business Office will maintain appropriate records of these assets. All other assets will be inventoried and controlled at the building level.

#### D. Depreciation

1. In accordance with the [Governmental Accounting Standards Board Statement Number 34](#), property and equipment with a historic cost of \$105,000 or more will be depreciated. Depreciable life for these assets will be reported according to the following schedule:

Asset Type	Years
Buildings	40
Building Improvements	20
Portable Classrooms	20
Parking Lots/Fencing	20
Buses	10
Athletic Equipment	10
Food Service Equipment	10
Musical Instruments	10
Lab/Vocational Equipment	10
Shop Equipment	10
Vehicles	8
Grounds Equipment	5
Audio Visual Electronics	5
Computer Equipment	5

For a more detailed listing refer to the Fixed Assets Section of the Accounting Procedures Manual.

## POLICY 2145

### Restrictions on Internet Access

- A. Access to Internet ~~will be filtered to restrict or~~ online sites that contain obscene or objectionable materials ~~will be restricted~~ on all Box Elder School District computers ~~by a formal filtering process~~. This filtering process may occur locally or through agreement with an organization that provides this service.
- B. In addition to ongoing filtering, the District ~~and our filtering partners~~ will maintain a list of inappropriate sites that have been accessed and assure that these sites are added ~~as needed on a regular interval~~ to the filtering program.
- C. The District will monitor all computers on an ongoing basis for attempted hits on restricted sites. Patterns of inappropriate activity will be noted and employees and students will be dealt with in accordance with [Policy 4177 Responsible Computer Use](#).

## POLICY 4060

### High School Graduation Requirements

- A. The District's curriculum shall at least meet the minimum requirements of state law and State Board rules. Those minimum requirements are to contain the essential elements of each subject at appropriate grade levels. The essential elements represent the core knowledge, skills, and competencies all students should learn to be effective and productive members of society. The District may add elements at its discretion but shall not delete or omit instruction in the essential elements.
- B. In addition, the District shall provide character education in connection with regular schoolwork, through an integrated curriculum approach. Instruction in this area shall emphasize honesty, temperance, morality, courtesy, obedience to law, respect for and an understanding of the constitutions of the United States and the state of Utah, the essentials and benefits of the free enterprise system, respect for parents and home, and the dignity and necessity of honest labor and other skills, habits, and qualities of character which will promote an upright and desirable citizenry and better prepare students for a richer, happier life.

#### [Utah Code § 53G-10-204 \(2022\)](#)

- C. All students awarded a High School Diploma from a regular high school in Box Elder School District shall complete the following minimum requirements as required by the Utah State Board of Education and Box Elder School District during grades 9-12:

#### Number of Credits Required

- 1. Language Arts (4.5 credits)
  - a. Ninth grade level (1.5 credits);
  - b. Tenth grade level (1.0 credit);
  - c. Eleventh grade level (1.0 credit);
  - d. Twelfth grade level (1.0) credit) consisting of applied or advanced Language Arts credit, consistent with the student's Plan for College and Career Readiness, from a list of courses approved by the Board of Education and the State Board of Education, which courses

- 1) Are within the field or discipline of language arts, with a significant portion of instruction aligned to language arts content, principles, knowledge, and skills;
  - 2) Provide instruction that leads to student understanding of the nature and disposition of language arts;
  - 3) Apply the fundamental concepts and skills of language arts;
  - 4) Provide developmentally appropriate content; and
  - 5) Develop skills in reading, writing, listening, speaking, and presentation.
- e. A student may receive up to 0.5 credit for Language Arts for a course or school-sponsored activity emphasizing verbal communication during any year from grade 9 to 12.

2. Mathematics (3.5 credits)

- a. This requirement shall be met minimally through successful completion of the foundation or foundation extended courses
  - 1) Secondary Math I (1.5 credits);
  - 2) Secondary Math II (1.0 credit);
  - 3) Secondary Math III (1.0 credit).
- b. With a written request from the student's parent or guardian, a student may opt out of Secondary Mathematics III. In that case, the student shall successfully complete another mathematics course from among the advanced and applied courses ~~from~~ on the State Board of Education's list of approved mathematics courses.
- c. 7<sup>th</sup> and 8<sup>th</sup> grade students may earn credit for one of the mathematics foundation courses before 9<sup>th</sup> grade, consistent with the student's Plan for College and Career Readiness and if at least one of the following criteria are met:
  - 1) The student is identified as gifted in mathematics in accordance with the procedures outlined in State Board of Education Rule [R277-707](#);
  - 2) The student is dual enrolled at the middle school or junior high school and the high school;

- 3) The student qualifies for promotion one or two grade levels above the student's age group and is placed in 9<sup>th</sup> grade; or
  - 4) The student takes the State Board of Education competency test in the summer prior to 9<sup>th</sup> grade and earns high school graduation credit for the course.
- d. For other students (than those in the prior section) who earn credit for a foundation course before 9<sup>th</sup> grade, the student shall still fill the required 3.0 units of credit by successful completion of other mathematics courses approved by the State Board of Education, consistent with the student's Plan for College and Career Readiness, which courses
- 1) Are within the field or discipline of mathematics with a significant portion of instruction aligned to mathematics content, principles, knowledge, and skills;
  - 2) Provide instruction that leads to student understanding of the nature and disposition of mathematics;
  - 3) Apply the fundamental concepts and skills of mathematics;
  - 4) Provide developmentally appropriate content; and
  - 5) Include the Standards for Mathematical Practice as listed in the Utah secondary mathematics core.
- e. A student who successfully completes a Calculus course with a "C" grade or better has completed mathematics graduation requirements regardless of the number of mathematics credits earned.
3. Science (3.0 credits) including
- a. two credits from the five science foundation areas:
    - 1) Earth Systems Science (1.0 credit) from the following:
      - a) Earth Science; or
      - b) Advanced Placement Environmental Science
    - 2) Biological Science (1.0 credit) from the following:
      - a) Biology;

- b) Biology: Agricultural Science and Technology;
  - c) Advanced Placement Biology; or
  - d) Biology with Lab Concurrent Enrollment
- 3) Chemistry (1.0 credit) from the following:
- a) Chemistry;
  - b) Advanced Placement Chemistry; or
  - c) Chemistry with Lab Concurrent Enrollment
- 4) Physics (1.0 credit) from the following:
- a) Physics;
  - b) Advanced Placement Physics (1, 2, D: Electricity and Magnetism, or C: Mechanics); or
  - c) Physics with Lab Concurrent Enrollment
- 5) Computer Science (1.0 credit) from the following:
- a) Advanced Placement Computer Science;
  - b) Computer Science Principles; or
  - c) Computer Programming 2; and
- b. 1.0 additional unit of credit consistent with the student's Plan for College and Career Readiness, from the foundation courses or a list of applied or advanced science courses approved by the Board of Education and State Board of Education, which courses
- 1) Are within the field or discipline of science with a significant portion of instruction aligned to science content, principles, knowledge, and skills;
  - 2) Provide instruction that leads to student understanding of the nature and disposition of science;
  - 3) Apply the fundamental concepts and skills of science;

- 4) Provide developmentally appropriate content;
  - 5) Include the areas of physical, natural, or applied sciences; and
  - 6) Develop students' skills in scientific inquiry.
4. Social Studies (3.0 credits) including
    - a. World Geography (0.5 credit);
    - b. World History (0.5 credit);
    - c. U.S. History (1.0 credit);
    - d. U.S. Government and Citizenship (0.5 credit);
    - e. Elective Social Studies (0.5 credit)
    - f. Successful completion of the basic civics test unless the student qualifies for an alternative assessment as provided for by the Utah State Board of Education.  
(See [Policy 4061 Curriculum: American Heritage](#))
  5. Arts (1.5 credits) from any of the following areas:
    - a. Visual Arts
    - b. Music
    - c. Dance
    - d. Theater
    - e. Media Arts
  6. Health Education (0.5 credit)
  7. Physical Education (1.5 credits)
    - a. Participation Skills (0.5 credit)
    - b. Fitness or Swim for Life (0.5 credit)
    - c. Individualized Lifetime Activities (0.5 credit)

- d. Team sport/athletic participation (may earn 0.5 credits per sport up to a maximum of 1.0 credit with school approval to replace Participation Skills and Individualized Lifetime Activities.) [USBE Physical Education Guidelines](#)
8. Career & Technical Education (1.0 credit) from among the following areas:
    - a. Agriculture, Food and Natural Resources
    - b. Architecture and Construction
    - c. Arts, Audio/Visual Technology and Communications
    - d. Business, Finance and Marketing
    - e. Computer Science and Information Technology
    - f. Education and Training
    - g. Engineering and Technology
    - h. Health Science
    - i. Hospitality and Tourism
    - j. Human Services
    - k. Law, public Safety, Corrections and Security
    - l. Manufacturing
    - m. Transportation, Distribution, and Logistics
  9. Digital Studies (0.5 credit) from among the following areas: ([USBE Digital Studies Approved Courses](#))
    - a. Business Office Specialist
    - b. Computer Programming, I
    - c. Computer Science Principles
    - d. Digital Business Applications
    - e. Exploring Computer Science or

f. Web Development

10. General Financial Literacy (0.5 credit)

11. Library Media Skills (integrated into the subject areas)

D. TOTAL CREDIT AVAILABLE - 36.0

1. TOTAL CREDITS REQUIRED FOR GRADUATION - 30.0

a. TOTAL REQUIRED CORE CREDITS - 19.5

b. REQUIRED ELECTIVE CREDITS – MINIMUM - 10.5

E. Additional Provisions

1. The District may modify a student's graduation requirements to meet the unique educational needs of the student if the student has a disability and the modifications to graduation requirements are made through the student's IEP.
2. A student may be awarded a certificate of completion if they meet 1 (one) of the following criteria:
  - a. the student has a disability and has completed their senior year and is exiting the school system; however, has not met the State and District requirements for graduation, but has met the goals set forth by the student's IEP, or
  - b. the student was enrolled throughout and has completed their senior year, is exiting the school system, has not met the State and District requirements for graduation, and made a sincere effort to complete high school as determined by school administration.

[Utah Admin. Rules R277-705-4 \(November 7, 2024\)](#)

3. College and Career Readiness Mathematics Competency

- a. A student who is pursuing a college degree after graduation is encouraged to take a full year mathematics course during the student's senior year unless the student has, before the beginning of the senior year, met one of the following requirements:
  - 1) A score of 3 or higher on an Advanced Placement (AP) calculus AB or BC exam;

- 2) A score of 3 or higher on an Advanced Placement (AP) statistics exam;
  - 3) A score of 5 or higher on an International Baccalaureate (IB) higher level math exam;
  - 4) A score of 50 or higher on a College Level Exam Program (CLEP) pre-calculus or calculus exam;
  - 5) A score of 26 or higher on the mathematics portion of the American College Test (ACT) exam;
  - 6) A score of 640 or higher on the mathematics portion of the Scholastic Aptitude Test (SAT) exam; or
  - 7) A “C” grade or higher in a concurrent enrollment mathematics course that satisfies a state system of higher education quantitative literacy requirement.
- b. A non-college degree seeking student shall complete appropriate math competencies for the student’s career goals as described in the student’s Plan for College and Career Readiness.
4. Students qualify for a diploma upon completion of all required credits. The opportunity to participate in graduation exercises is a privilege and may be based on behavior/citizenship.
  5. These graduation requirements are consistent with State (USBE) requirements with the exception of Language Arts and Math, which have been adjusted due to the 3-trimester schedule for core classes in the 9th grade.
  6. Students will be offered a full schedule to be taken as elective classes or released from school for approved activities.

F. A Student Desiring a 24 Credit Diploma

1. If a student has completed the required core credits (18.5) and at least 5.5 elective credits for a 24-credit diploma, the student will be transferred to Sunrise High School to receive this 24-credit High School Diploma. The student may participate in graduation ceremonies with Sunrise High School if desired but will not be part of BEHS or BRHS graduation ceremonies.
2. A special education eligible student may earn a 24-credit diploma if it is determined by their IEP team that their disability requires special graduation requirements.

Special Education students receiving special graduation accommodations will be eligible to walk with their school of attendance.

## G. Types of Diplomas or Certificates

1. The District will award a diploma or certificate of completion to students who complete the requirements as follows:
  - a. High School Diploma
    - 1) Successful completion of the core curriculum and all state course requirements.
    - 2) Successful completion of credits beyond the core curriculum as required by District policy.
    - 3) Enrollment in the District for at least one semester immediately prior to graduation.
  - b. Certificate of Completion
    - 1) Completion of senior year;
    - 2) Exiting or aging out of the school system; and
    - 3) Have not met all state or District requirements for a diploma
  - c. The District will not enroll a student with intent to award a diploma or certificate of completion after the student has earned a high school equivalence.  
  
[Utah Admin. Rules R277-705-4 \(November 7, 2024\)](#)  
[Utah Code § 53G-6-406 \(2019\)](#)
  - d. Adult education students will be awarded diplomas as set forth in [Policy 4120 Community Adult High School](#).
2. Special Education Students
  - a. Special education students shall satisfy high school completion or graduation criteria, consistent with state and federal law and the student's IEP. Such students may be awarded a certificate of completion or a diploma as set forth above, consistent with state and federal law and the student's IEP or Section 504 plan.

[Utah Admin. Rules R277-705-4 \(November 7, 2024\)](#)

- b. A student with a significant cognitive disability may be awarded an alternate diploma if the student accesses grade-level Core standards through the Essential Elements, the student's IEP team makes graduation substitutions in the same content area from a list of alternative courses approved by the State Superintendent, and the student meets all graduation requirements prior to exiting school at or before age 22. An alternate diploma may not indicate that the recipient is a student with a disability. Notwithstanding the award of an alternate diploma, the District may still be obligated to provide FAPE to an eligible student in accordance with IDEA.

[Utah Admin. Rules R277-705-5 \(November 7, 2024\)](#)

3. Methods of Obtaining Credit

- a. Credits towards graduation may be obtained and recorded on the student's transcript by the following methods:
  - 1) Successful completion of courses in the high schools of the District.
  - 2) Successful completion of concurrent-enrollment college courses.
  - 3) Satisfaction of coursework by demonstrated competency under policies established by the District following appropriate review.
  - 4) Successful completion of assessment tests in particular subject areas, as established by District policy.
  - 5) Evaluation of student work or projects consistent with District or school procedures and criteria.
  - 6) Successful completion, as determined by the District or school, of correspondence or electronic coursework with prior approval by the District or school to the extent practicable.
  - 7) Transfer credits awarded to a student by a school or provider accredited by an accrediting entity adopted by the State Board of Education, which credits shall be accepted as issued by the school, without alteration.
- b. A student who is enrolled in an approved Focused Graduation Pathway program may also earn credit by passing GED examinations as provided in **Policy 4059 Focused Graduation Pathway**. Before reviewing a student's home school or competency work, assessment, or materials with regard to a request for credit,

the District shall require documentation of compliance with [Utah Code § 53G-6-204](#) (relating to excuse from compulsory school attendance).

[Utah Admin. Rules R277-705-3 \(November 7, 2024\)](#)

[Utah Code § 53G-7-206 \(2019\)](#)

#### 4. Notice of Credit Requirements

- a. Each school within the District shall provide to the parent(s) or legal guardian(s) of each student enrolling in the school specific and adequate notice of the District's requirements and limitations for awarding credit, including credits transferred from other schools or education providers and credits awarded from other sources under this policy.

[Utah Admin. Rules R277-705-3\(1\)\(b\) \(November 7, 2024\)](#)

## POLICY 4085

### Students Released to Attend Technical Colleges

- A. Technical Colleges (TC's) are higher education institutions that provide advanced technical training designed to prepare high school students and adults with entry-level positions in industry. **Associate degrees Certificates** in selected areas will be available that may be transferred to other higher education institutions throughout Utah.
- B. High School students in the Box Elder School District are eligible to enroll in a TC program under the following conditions:
1. The student is a junior or senior who is enrolled full-time in their respective high school and **is on track to earn working toward** a high school diploma. The student must be capable of succeeding in a technical center training program and be employable at the completion of the training. Classes at a TC may be taken in addition to a student's full high school schedule. A student is eligible to enroll in a TC summer program following the completion of their sophomore year.
  2. Technical Colleges may not accept a high school student without the approval of the student's school district. High school students enrolling at a TC shall have a technical goal recorded in their Plan for College and Career Readiness and be accepted into a TC program where space is available. Pre-requisite courses essential to the chosen program should be taken at the respective high school.
  3. Students of high school age who are not full-time students in their respective high school, and desire to enroll in a TC shall have a technical goal recorded in the Plan for College and Career Readiness and shall pay the required tuition and fees.
  4. High school students attending a TC will be expected to abide by the policies of the TC, including the written code of conduct adopted by the TC Board. Failure to do so will result in referral back to the respective high school.
  5. Each high school, in consultation with counselors, principal, and district administration may set additional guidelines for students who attend a TC.

## POLICY 4120

### Community Adult High School

- A. The Box Elder Community Adult High School operates under authority of the Box Elder Board of Education and superintendent of schools who receive their authority from the Utah State Board of Education and the Utah Legislature. The State Board of Education provides 3 programs both ~~Adult High School Completion (AHSC) and Adult Basic Education (ABE) programs~~ to meet the needs of secondary students and adults: Adult Basic Education, Adult Secondary Education, and English Language Acquisition. Full descriptions of these programs can be found on the [Utah State Board of Education Adult Education home page](#).
- B. Utah Adult Education provides transformative, learner-centered, high-quality, evidence-based education that leads to sustainable employment and personal success. We assist adults to become literate and obtain the knowledge and skills necessary for employment and self-sufficiency while completing a secondary education. Utah Adult Education is a program of instruction below the collegiate level for adults. ~~Utah Adult Education is comprised of Adult High School Completion (AHSC) and Adult Basic Education (ABE).~~ A student who is officially enrolled in a Box Elder Adult Education ~~one of these~~ programs has completed an intake and orientation meeting, and formulated a personalized plan to receive an Adult Education Diploma. College and Career Readiness information is made available to all students in the program as well.
- C. Anyone who has not received a regular high school diploma is eligible to participate in Adult Education; however, individuals must meet all of the following criteria:
1. They must be 16 years of age or older.
  2. They must be a legal resident of the State of Utah.
  3. If their high school class has not graduated, they must have parental permission to participate.
- D. Adult High School Completion Credits
1. A student must meet the instructor's minimum course standards to receive credit. All credit is competency based in accordance with current education policy. Courses are designed to be completed in approximately 20 hours to generate 0.25¼ of a credit. ~~Adult secondary education courses offered in an adult education program must be approved by the program's local board of education, have written course~~

descriptions, and be aligned with the Comprehensive Administration of Credentials for Teachers in Utah Schools (CACTUS) course codes. ~~Credits in the Adult High School Completion program can be awarded for Adult High School Completion classes that are approved by the Utah State Board of Education.~~ Credit for English as a Second Language (ESL), literacy, and other Adult Basic Skills classes below the ninth-grade level cannot be awarded through the Adult High School Completion program. Only certificated teachers may issue credit to be used for high school graduation. Aides must work under the direction of certified teachers.

E. Adult High School Graduation Requirements

1. In order to graduate from the adult high school program, an enrollee must earn the number of credits required by the Utah State Board of Education as well as the Box Elder School District Board of Education.
- ~~2. No more than 25 percent of the credits may be elective classes.~~

F. Methods of Documenting Credit

1. In addition to issuing credit for successful completion of a course offered through the district adult education program, adult education students can also document credit for educational activities completed outside the district program. Written documentation of the experiences listed below must be contained within the student's file.

Activity Item	Maximum # of Credits	Where Credit can be Applied	Description	Documentation
Work Experience	4 credits	Elective or CTE	<del>4 credits maximum</del> 1 credit for <del>900</del> 180 hours ( <del>1/2</del> 0.50 credit for <del>450</del> 90 hours) of continuous professional development employment	W2, pay stubs, or employer verification of hours worked
Professional License or Certificate of Skill Testing	3 credits	Elective or CTE	<del>3 credits maximum</del> 1 credit for every 180 hours of training required for a	Transcript or Certificate

			professional license, or 180 hours of documented achievement or a trade or skill.	
Military Experience	3 credits	Individualized Fitness for Life or Elective <del>or PE</del>	<del>3 credits maximum</del> 1.5 ½ credit max. for basic training (Individualized Fitness for Life or elective) 1 credit for each 180 hrs. of <del>other</del> verified military training not to exceed 1.5 ½ credits	Form DD214
College or University Credits	As <del>evaluated determined</del> by transcript	Appropriate subject area analysis	1 credit for each 5 quarter hrs. or 1 credit for each 3 semester hours	Transcript
Apprenticeships	3 credits	Elective or CTE	1 credit for each 72 hours of approved <del>College Cluster</del> Apprenticeship work performed.	Union or registered work credential
Credit from Other <del>Accredited</del> High Schools	As determined by transcript	Appropriate subject area analysis	Transcript evaluated according to District Core Courses documented	Transcript
GED Test(s) per <del>Policy 4059 Focused Graduation Pathway</del>	13 <del>5</del> credits	Appropriate subject area	Credit earned prior to 07-01-2009 will be awarded at the discretion of the Adult Ed. Coordinator	GED Transcript

## POLICY 5285

### Detention of Students After School Hours

- A. Students in grades K through ~~5~~ 12 may be detained in school after regular school hours in the event the responsible school administrator determines that such action is justified in disciplining the student. No student may be detained after regular school hours until his or her parent has received prior notice of the detention to take place on a particular school day.
- B. The above notice provided under this policy need not be completed prior to detention of the student if detention is necessary for the student's health or safety.

## POLICY 5290

### Prohibited Substances Student Discipline— Drugs/Alcohol/Tobacco

#### A. Purpose Authority

1. The Board of Education recognizes that every student should have the opportunity to learn in a school environment which is safe, conducive to the learning process, and free from unnecessary disruption. Certain prohibited substances can threaten safe school environments and alter a student's ability to properly reason and learn. The use, possession, influence, distribution, or sale of prohibited substances by students, staff, or visitors jeopardizes a safe school environment and constitutes a hazard to the welfare of students and faculty, in addition to being illegal under federal law and state law ([Utah Code 58-37-8](#) and [58-37a-3](#)). The Board recognizes the benefits of helping students avoid and overcome substance abuse and intends that the District apply restorative practices before discipline that is strictly punitive.
2. The Board prohibits the possession, use, distribution, or sale of prohibited substances – including drugs (such as marijuana/THC), alcohol, and tobacco/nicotine products – by students at any time on school property, at school-sanctioned activities, or within 1,000 feet of any public school. The Superintendent or designee shall develop and implement [administrative procedures](#) to enforce this policy, ensure student safety, and comply with applicable state and federal laws. All District personnel shall adhere to these administrative procedures, and building administrators are responsible for consistent implementation and enforcement.
- ~~3. The Box Elder School District Board of Education recognizes that the use, possession, distribution, or sale of tobacco, nicotine (including e-cigarettes, pipes, vaporizers, and other non-medically prescribed nicotine products), alcohol, narcotics, and all other controlled or dangerous drugs and drug paraphernalia constitutes a hazard to students and is illegal according to Utah State Law ([Utah Code §§ 58-37-8, 32B-4-409, 76-10-104, 76-10-104.1, 76-10-105](#)). The Board also acknowledges its responsibility to educate students and parents about the potential negative effects of the use of these items. It is the intention of the Board to take proactive steps to discourage the use of alcohol, drugs, tobacco, and nicotine to facilitate and encourage treatment for students identified as users or potential users of these substances.~~

#### B. Definitions

- ~~1. Under this policy drugs and narcotics shall be interpreted to mean any chemical considered illegal under federal, state, or local laws, all controlled substances including but not limited to: tobacco, nicotine, alcohol or intoxicants not prescribed by a physician for current personal medical treatment.~~
2. “Alcohol” refers to a product that:
  - a. Contains at least .5% of alcohol by volume; and
  - b. Is obtained by fermentation, infusion, decoction, brewing, distillation, or other process that uses liquid or combinations of liquids, whether drinkable or not, to create alcohol in an amount equal to or greater than .5% of alcohol by volume.
  - c. Alcohol includes alcoholic beverages and alcoholic products as defined in the [Utah Alcoholic Beverage Control Act, Utah Code § 32B-1-102](#).
3. “Controlled substance” refers to a drug or some other substance, or an analog of a controlled substance, that is capable of causing a condition of intoxication, inebriation, excitement, stupefaction, or the dulling of the brain or nervous system or that is identified in the Utah Controlled Substances Act, [Utah Code, 58-37-4](#) and [4.2](#).
4. “Distribution” refers to giving or lending, even temporarily, sharing, or selling a prohibited substance to another as defined in the [Utah Controlled Substances Act, Utah Code § 58-37](#) and the [Imitation Controlled Substances Act, Utah Code § 58-37b](#). Distribution encompasses the selling of a prohibited substance, but does not require an exchange of money, goods, or services. Any sharing of a prohibited substance, whether in exchange for something of value or not, constitutes distribution and is prohibited by this policy.
5. “Electronic Cigarette” refers to anything used in relation to vaping. As defined in [Utah Code § 76-9-1101](#), it means any electronic oral device that provides an aerosol or a vapor of nicotine or other substance; and which simulates smoking through the use or inhalation with the device or a component of the device.
6. “Illegal Drugs” refers to drugs that state or federal law prohibits a person from using, possessing, or distributing. As used in this policy, the term “drug” or “drugs” includes all drugs and controlled substances intended to affect the structure or function of the body, those defined in [Utah Code § 58-37-2](#), and those listed in Schedules I through V of either the federal Controlled Substances Act or the Utah Controlled Substances Act.
7. “Imitation and Other Harmful Substances” refers to any harmful substances not otherwise defined in law or this policy. These include imitation controlled substances

as defined in the [Utah Imitation Controlled Substances Act, Utah Code Section 58-37b-1 et seq.](#)

8. "Influence" refers to the state of a person affected by the application, inhalation, ingestion, injection, or consumption of a prohibited substance who is found on school or District property, including any vehicles, or at a school or District sponsored event.
9. "Intent to distribute" refers to possession of a prohibited substance in excess of what a reasonable person would consider to be personal use or a prescribed daily dosage or a stated intent (verbal or written) to distribute.
10. "Nicotine" refers to a poisonous, nitrogen-containing chemical that is made synthetically or derived from tobacco or other plants, as defined in [Utah Code § 76-9-1101](#). It includes alternative nicotine products, nicotine-laced foods and beverages, and nontherapeutic nicotine products.
11. "Over-the-Counter Drugs" refers to drugs that have a currently accepted medical use and for which a prescription is not needed.
12. "Paraphernalia" refers to objects that have been or may be used in connection with a prohibited substance. As defined in the [Utah Drug Paraphernalia Act, Utah Code § 58-37a-3](#), it includes any equipment, product, or material used or intended for use to store, contain, conceal, inject, ingest, inhale, or to otherwise introduce any prohibited substance into the body.
13. "Possession/Use" refers to the possession or use of a prohibited substance on the individual's person, in a bag or container under the control of the person, or in the person's desk, locker, vehicle, etc. As defined in [Utah Code § 58-37-2](#), the terms "possession" and "use" both mean the shared or individual ownership, control, occupancy, holding, retaining, belonging, maintaining, or the application, inhalation, swallowing, injection, or consumption of a prohibited substance. A person may be found to have possessed or used a prohibited substance if it is found in a place or under circumstances indicating that the person had the ability and the intent to use or distribute it.
14. "Prescription Drug" refers to drugs for which a prescription is required as outlined in the federal Title 21 United States Code (USC) Controlled Substances Act. Examples include, but are not limited to, oxycodone, fentanyl, morphine, hydrocodone/codeine, cough suppressants, antibiotics, diet drugs, nonamphetamine stimulants, and long-acting barbiturates.

15. "Prohibited substances" refer to all substances that are legally restricted from school property including:
  - a. all controlled substances identified in [Utah Code § 58-37-4](#) or [58-37-4.2](#), or listed in the Federal Controlled Substances Act Title II, P.L. 91-513, with the exception of controlled substances legally prescribed for a patient by a physician or other qualified health care provider;
  - b. all tobacco products, including smokeless tobacco, and e-cigarettes or other forms of nicotine delivery;
  - c. all alcoholic beverages described to in [Utah Code § 32B-1-102](#);
  - d. all psychotoxic chemical solvents as defined in [Utah Code § 76-9-1110](#); and
  - e. all other products and substances capable of causing intoxication, inebriation, excitement, stupefaction, or the dulling of the brain or nervous system as a result of introducing, by any method, the substance into the human body.
16. "School" refers to the facility, property, or grounds owned or operated by Box Elder School District. This includes any vehicle, regardless of ownership, on District property.
17. "Smoking" refers to the possession or use of any cigarette, pipe, cigar, e-cigarette, vaping device, or other smoking equipment, as defined in [Utah Code § 76-9-1101](#). Therefore, a person may be found to have smoked whether the person inhaled or not.
18. "Tobacco" refers to a product or substance made from a type of plant whose leaves have high levels of the chemical nicotine, including cigars, any roll of tobacco, any substance containing tobacco, cigarette, or tobacco paraphernalia as defined in [Utah Code § 76-9-1101](#).
19. "Vaping" is not defined in Utah law. As used in this policy it means the use of an electronic cigarette as defined in subsection B.3.

### C. Prohibitions

1. Possession, sale, use, distribution, or being under the influence of any prohibited substance is strictly prohibited on all District property, during school hours, on the way to and from school, when students are being transported in school or private

vehicles, and/or while attending or participating in any school supported, sponsored, or sanctioned activities consistent with this policy.

2. Sales of prohibited substances by Box Elder School District students in locations away from the school that impact or do harm to persons associated with the school will subject the student(s) involved to disciplinary action regardless of time or place of the incident.
3. Medications may only be used by individuals to whom the medication was legally prescribed. Possession of prescription medications in excess of a prescribed daily dosage or possession of over-the-counter medications of a type, and in an amount, that would alter student's psycho-social functioning as a result of taking more than the recommended dosage is prohibited. Students must follow medication procedures outlined in [Policy 5065 Administration of Medication](#). Use or possession of drug paraphernalia is also strictly prohibited.
4. ~~A student is considered to be in violation of this policy when any of the following occur:~~
  - a. ~~An educator finds the student in possession of any of the drug substances noted in this policy or drug paraphernalia as defined in this policy.~~
  - b. ~~A student is found to have used any of the drug substances listed in this Policy as the result of a testing procedure. Testing procedures may include an analysis of urine, blood, breath, or other recognized procedures administered by the school or administered by someone else and reported to the school. However, a student with a positive test result under the school's random testing of students (see section G of this policy) will not be referred to law enforcement.~~
  - c. ~~When questioned, a student admits that he/she has illegally used drugs identified in this policy. However, a student voluntarily disclosing a problem with a controlled substance prior to being approached by a school employee or school resource officer investigating the use of such substances will not be referred to law enforcement, even though other consequences listed in this Policy may be enforced.~~
  - d. ~~A parent notifies the school that his/her child has illegally used substances identified in this Policy and the school verifies this report.~~
  - e. ~~A law enforcement report identifies a student as using or being in possession of drugs or paraphernalia listed in this policy.~~

- ~~f. Any student who distributes illegal drugs or drug paraphernalia will be considered in violation of this policy. This may include sharing of over the counter (OTC) and/or prescription medication.~~
- ~~5. In addition to violations noted in item #2 above, the district reserves the right to take proactive measures (parent contact, referral to law enforcement, referral for drug testing, etc.) to determine if a student may be involved with illegal usage of drugs, or in violation of this Policy if any of the following occur:
  - ~~a. The student associates with another student found to be in violation of this policy.~~
  - ~~b. A student's behavior is consistent with behaviors typically associated with illegal drug use.~~
  - ~~c. A student's name is included in a law enforcement report received by the school.~~
  - ~~d. A building administrator reasonably determines that a student may be involved in illegal drug use.~~~~
- ~~6. paraphernalia includes all equipment, products, and materials of any kind including the constituent parts thereof that are either designed for use or which are intended by the student for use in packaging, re-packaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body drugs or a controlled substance, except those which are possessed by the student pursuant to a prescription issued by a licensed physician for current personal medical treatment.~~
- ~~7. Suspension is understood to mean the removal of a student from the regular school program either to a supervised location within the school or to the supervision of the parent. Suspension does not mean cessation of educational services.~~
- ~~8. Designated educator is understood to mean a member of the school staff, appointed by the principal, who is assigned to enforce provisions of this policy.~~
- ~~9. Substance abuse, assessment, intervention, counseling and treatment programs are understood to mean those programs licensed by the State of Utah and recognized by the Board for the assistance of people with a substance abuse problem. The Board reserves the right to, in all cases, approve or disapprove such programs for the purpose of implementing this policy.~~
- ~~10. Drug awareness session is a meeting where the meeting agenda, or part of the meeting agenda, is a discussion on dangers and consequences of drug use among students. This discussion may be led by a district employee, school nurse, health~~

~~department employee, law enforcement officer, etc. The discussion should be appropriate for the students attending the meeting.~~

#### D. ~~Policy Statement~~

- ~~1. The Board is committed to the implementation of the K-12 drug program and requests administrators make sure that the State Drug/Alcohol/Tobacco Curriculum is taught at all appropriate levels. The Board also supports the use of special programs, assemblies, support sessions, legal and appropriate drug testing, clubs and organizations within the schools where such are feasible and effective to prevent and deter drug use by students.~~
- ~~2. The Board is committed to eliminating all drug availability at school, on school grounds and at all school activities.~~
- ~~3. The Board supports and encourages all approved programs, within the framework of the law that will lead to intervention and/or prevention.~~
- ~~4. Possession, distribution or sale of tobacco, nicotine, alcohol, narcotics, imitation drugs, and all other drugs, as defined in this Policy by anyone, is prohibited in all Box Elder School District Schools, on school grounds, at all school-sanctioned activities or when students are being transported in vehicles dispatched by the district.~~

#### E. ~~Drug/Alcohol and/or Tobacco/Nicotine Violations~~

- ~~1. Substance abuse offenses are cumulative during the student's enrollment in each of the district's secondary schools.~~
- ~~2. First Violation Drug, Alcohol, Tobacco, and Nicotine~~
  - ~~a. Automatic law enforcement referral for drug and alcohol cases. Referral for tobacco and nicotine products will be at the discretion of the administration.~~
  - ~~b. The parent of the student will be notified of the violation.~~
  - ~~c. The student shall be suspended in or out of school until such time as the parent can meet with school personnel as prescribed by each individual school intervention plan.~~
  - ~~d. Students who are participants in extracurricular activities will be suspended from such activities for a minimum of two consecutive weeks of all games, meets, matches, competitions or performances. Practice may be continued following a personal assessment of the student by a licensed substance abuse intervention~~

- ~~or treatment program and/or participation in a district approved intervention program. Any costs for such programs are the responsibility of the student and his or her parents. Students will be included in the random drug test group selected at the school four weeks after the first positive test; a positive result on this subsequent test will be considered a second offense.~~
- ~~e. Students may be invited to participate in a school level cessation program.~~
- ~~3. Second Violation Drug & Alcohol (Tobacco/Nicotine – Revert to First Violation)~~
- ~~a. Automatic law enforcement referral.~~
- ~~b. The parent of the student will be notified of the violation.~~
- ~~c. The student shall be suspended in or out of school until such time as the parent can meet with school personnel as prescribed by each individual school intervention plan. The student may return to school following a personal assessment of the student by a licensed substance abuse intervention or treatment program and/or participation in a district approved intervention program.~~
- ~~d. The student shall agree to participate in a drug testing program as determined by a school administrator.~~
- ~~e. Students who are participants in extracurricular activities will be suspended for a minimum of six weeks from all games, meets, matches, competitions or performances. Student participation in an assessment by a licensed substance abuse intervention or treatment program with prescribed follow-up is required. Practice may continue only after the assessment has been completed, positive participation in the prescribed follow-up is occurring, and the student has submitted a sample with negative test results, through the school's random testing program or by another reputable medical lab. Any costs for such programs are the responsibility of the student and his or her parents.~~
- ~~4. Third Violation Drug/Alcohol (Tobacco/Nicotine – Revert to First Violation)~~
- ~~a. Automatic law enforcement referral.~~
- ~~b. The parent of the student will be notified of the violation.~~
- ~~c. The student shall be suspended in or out of school until such time as the parent can meet with school personnel as prescribed by each individual school intervention plan. Student participation in an assessment by a licensed substance abuse intervention or treatment program with prescribed follow-up is~~

- ~~required. The student may return to school only after the assessment has been completed and positive participation in the prescribed follow-up is occurring.~~
- ~~d. The student shall agree to participate in a drug testing program as determined by a school administrator.~~
- ~~e. Students who are participants in extracurricular activities will be suspended a minimum of eighteen weeks from all games, meets, matches, competitions, performances and practices. Reinstatement of eligibility at the end of the eighteen-week suspension is predicated upon successful completion of a formal assessment, intervention and treatment program, and the student submitting a sample with negative test results, through the school's random testing program or by another reputable medical lab. In all of the foregoing offenses, local school and/or district requirements which deal with discipline, suspension, corrective measures, parent involvement, rehabilitation and so forth, must be met. Any costs for such programs are the responsibility of the student and his or her parents.~~

~~5. Distribution (For Value or Non-Value)~~

- ~~a. Any student involved in distribution of alcohol, narcotics, drugs, and/or drug paraphernalia will be dealt with as a Third Violation. \_\_\_\_\_~~

F. Parent Notification

- ~~1. As per Utah Code § 53G-9-608, if an educator has reasonable cause to believe that a student has committed a prohibited act, including being involved in illegal drug use, the educator is to immediately report that to a building administrator.~~
- ~~2. Upon receiving such a report, the building administrator will meet with the student and also notify the student's parent that the report has been made.~~
- ~~a. Reports from educators will remain anonymous.~~
- ~~b. The meeting with the student and the notification to the parent must occur as soon as possible following receipt of the information.~~
- ~~c. If this process finds a student to be in violation of this policy (see Section B-2 above), Section D of this policy will apply.~~

G. Drug Awareness Education

- ~~1. At least annually, and prior to any competition that involves students from another school district, all students participating in any activity that involves competition with~~

~~students from another school district, and their parent, must attend a school sponsored drug awareness session.~~

~~a. These sessions may be included in other "parent meetings" and may include presentations by school employees and/or other agencies.~~

## H. Drug Testing

1. See [Policy 5291 Drug & Alcohol Testing of Students Participating in Extracurricular Activities](#)

## I. Student Notice

- ~~1. Each school shall develop, update, submit for district administration approval and subsequently cause to be published a current Drug/Alcohol/Tobacco/Nicotine Policy consistent with this district policy and provide the same to each student and or parent(s) at the time of the student's enrollment into each academic year.~~
- ~~2. All school sponsored extracurricular activity groups shall develop, update, have approved by their respective school administration and incorporate into their by-laws a Drug/Alcohol/Tobacco/Nicotine Policy that is consistent with this district policy; sanctions within school or school group constitutions or policies may not exceed or be more severe than consequences specified in the district policy. Each student member of such an activity group shall be notified by being provided a written copy of the current amended by laws. The policy will be considered enforced once approved by the school administration. New members will likewise be notified in the same manner at the time they join or become a part of that activity.~~
- ~~3. The following notice will be provided to all students of the school district:~~

~~\_\_\_\_\_ YOU ARE HEREBY NOTIFIED that use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful and that it is a violation of the policy of this school district for any student to distribute, dispense, possess, use, or be under the influence of any alcoholic beverage, malt beverage or fortified wine or other intoxicating liquor or unlawfully manufacture, distribute, dispense, possess or use or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid or any other controlled substance as defined in Schedules I through V of Section 202 of Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation at 21 CFR, 1308.11 through 1308.115, before, during or after school hours, at school or in any other school district location as defined below.~~

~~\_\_\_\_\_ "School district location" means in any school building and on any school premises; in any school-owned vehicle or in any other school-approved vehicle used~~

~~to transport students to and from school or other school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, or during any period of time when the student is under the supervision of school-district personnel or otherwise engaged in a school-district activity.~~

~~Any student who violates the terms of the school-district's Drug and Alcohol Policy is subject to the discipline outlined in the school-district's policies including all disciplinary sanctions consistent with local, state and federal law, up to and including expulsion and referral to prosecution and/or completion of an appropriate rehabilitation program.~~

~~YOU ARE FURTHER NOTIFIED that compliance with this policy is mandatory.~~

## Policy 2045

### Fraud

#### A. Background

1. The fraud policy is established to facilitate the development of controls that will aid in the detection and prevention of fraud against Box Elder School District (BESD). It is the intent of BESD to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

#### B. Scope of Policy

1. This policy applies to any irregularity, or suspected irregularity, involving employees as well stakeholders, consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other parties with a business relationship with BESD.
2. Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to BESD.

#### C. Policy

1. Management is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of the management team will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.
2. Any irregularity that is detected or suspected must be reported immediately to the Business Administrator, who coordinates all investigations with Legal Counsel/Internal Auditor and other affected areas, both internal and external.

#### D. Actions Constituting Fraud

1. The terms defalcation, misappropriation, and other fiscal irregularities refer to, but are not limited to:

- a. Any dishonest or fraudulent act;
- b. Misappropriation of funds, securities, supplies, or other assets;
- c. Impropriety in the handling or reporting of money or financial transactions;
- d. Obtaining personal benefit as a result of insider knowledge of district activities or on district time or with district equipment or facilities.
- e. Disclosing confidential, private, or proprietary information to outside parties
- f. Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to BESD. Exception: Gifts less than \$5040 in value.
- g. Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment; and/or
- h. Any similar or related irregularity.

#### E. Other Irregularities

1. *Irregularities* concerning an employee's moral, ethical, or behavioral conduct should be resolved by departmental management and Human Resources rather than the Business Administrator.
2. If there is any question as to whether an action constitutes fraud, contact the Business Administrator for guidance.

#### F. Investigation Responsibilities

1. The Business Administrator has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. If the investigation substantiates that fraudulent activities have occurred, the Business Administrator will issue reports to appropriate designated personnel and, if appropriate, to the Board of Education through the Audit Committee.
2. Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and senior management, as will final decision on disposition of the case.

## G. Confidentiality

1. The Business Administrator treats all information received confidentially. Any employee who suspects dishonest or fraudulent activity will notify the Business Administrator immediately, and *should not attempt to personally conduct investigations or interviews/interrogations* related to any suspected fraudulent act (see Reporting Procedure section below).
2. Investigation results *will not be disclosed or discussed* with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect BESD from potential civil liability.

## H. Authorization for Investigating Suspected Fraud

1. Members of the Investigation Unit/Audit Committee will have:
  - a. Free and unrestricted access to all BESD records and premises, whether owned or rented; and
  - b. The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of their investigation.

## I. Reporting Procedures

1. Great care must be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or altering suspected individuals that an investigation is under way.
2. An employee who discovers or suspects fraudulent activity will contact the Business Administrator immediately. The employee or other complainant may remain anonymous. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the Business Administrator or Internal Auditor. No information concerning the status of an investigation will be given out. The proper response to any inquiries is: "I am not at liberty to discuss this matter." *Under no circumstances* should any reference be made to "the allegation," "the crime," "the fraud," "the forgery," "the misappropriation," or any other specific reference.
3. The reporting individual should be informed of the following:

- a. Do not contact the suspected individual in an effort to determine facts or demand restitution.
- b. Do not discuss the case, facts, suspicions, or allegations with *anyone* unless specifically asked to do so by the Legal Department/Auditors or Business Administrator.
- c. Any attempt by the suspect to intimidate or discuss the matter with the reporting individual should be reported to the Business Administrator. If it is found unauthorized contact has taken place it can result in personnel action which could include termination.

#### J. Termination

1. If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed for approval by the designated representatives from Human Resources and outside counsel, before any such action is taken. The disciplinary process for will follow the district policy as outlined in [Policy 3044 Orderly School Termination for Employees](#). Recommendations for discipline for students will follow student policies. Investigative findings of individuals not employed by the school district will be referred to the proper legal authority.

## POLICY 3018

### Military Leave

#### A. Purpose

1. This policy is adopted to implement the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), [United States Code Title 38, Chapter 43](#).

#### B. Definitions

1. "Service in the uniformed services" means all categories of federal military training and service, including voluntary and involuntary service, National Guard or reserve service, active components of the United States armed forces, and other functions as specified in the applicable regulations.

[20 CFR 1002.5\(l\), \(o\)](#)  
[20 CFR 1002.6](#)

#### C. Military Leave

1. An employee is entitled to unpaid leave of absence from employment with the District to engage in service in the uniformed services and to return to employment or to be promptly reemployed by the District as provided by USERRA and this policy.

[20 CFR 1002.32](#)  
[20 CFR 1002.180](#)  
[Utah Code § 71A-8-105\(1\) \(2024\)](#)

2. The employee is entitled to all the rights and benefits that accompany an unpaid leave of absence taken from the District for other reasons. However, if during the period of service, the employee knowingly provides the District with written notice of intent not to return to employment, the employee is not entitled to those benefits (although the employee still would be entitled to reemployment).

[20 CFR 1002.149](#)  
[20 CFR 1002.152](#)

3. Upon reemployment following service in the uniformed services, the employee will be placed in the position that the employee would have attained with reasonable certainty if not for the absence for military service, including the seniority, status, and

rate of pay that the employee would have in that position, subject to the specific implementing regulations regarding determination of the position.

[20 CFR 1002.191](#)  
[20 CFR 1002.193\(a\)](#)  
[20 CFR 1002.194](#)  
[20 CFR 1002.195](#)  
[20 CFR 1002.196](#)  
[20 CFR 1002.197](#)  
[20 CFR 1002.198](#)  
[20 CFR 1002.199](#)  
[20 CFR 1002.225](#)

4. As set forth in applicable regulations, an employee is not entitled to reemployment with the District if the District demonstrates that the District's circumstances have changed so as to make reemployment impossible, or that reemploying the employee would impose an undue hardship on the District, or that the position the employee left was employment for a brief, nonrecurrent period without any reasonable expectation that it would continue indefinitely or for a significant period.

[20 CFR 1002.139](#)

5. An employee who has returned from a leave of absence for military service longer than 30 days can only be discharged for cause for 180 days after reemployment (if the leave period was between 31 and 180 days) or for one year after reemployment (if the leave period was more than 180 days).

[20 CFR 1002.247](#)

6. While military leave is unpaid leave, an employee may choose to use accrued vacation or annual leave to receive pay during the period of military leave. Because sick leave may only be used for illness under District policy, the employee may not use paid sick leave during military leave.

[20 CFR 1002.153](#)

7. Consistent with District policy that employees do not accrue vacation or annual leave during an unpaid leave of absence for other purposes, employees on leave for military service do not accrue leave during the period of absence.

[20 CFR 1002.150\(c\)](#)

8. If the employee has health insurance coverage through the District, the employee may elect to continue that coverage for the period which is the shorter of either

- a. 24 months from the beginning of absence for service or
  - b. the period from the beginning of absence for service until the employee is required to return to service or apply for reemployment. (If the employee does not already have health insurance coverage, the employee is not entitled to start new coverage when taking military leave. If the employee is receiving in lieu payments from the District based on having health insurance coverage with another insurance provider, those payments will be discontinued during the period the employee is on leave longer than 30 days.)
9. If the period of absence for military service is 30 days or less, the employee will only be responsible for paying the regular employee share for insurance coverage. If the period of absence for military service is 31 days or longer, the employee will be required to pay 102% of the full premium for the coverage. An employee's coverage may be cancelled (subject to certain conditions) for failure to give the District advance notice of the leave, failing to elect coverage when the leave is for more than 30 days, or failing to pay the required premiums. If the employee's health insurance coverage is terminated in connection with military leave, it will be reinstated when the employee returns to employment.

[20 CFR 1002.164](#)  
[20 CFR 1002.166](#)  
[20 CFR 1002.167](#)  
[20 CFR 1002.168](#)

10. If the employee participates in state retirement through the District, upon reemployment the employee is treated as not having had a break in service. The District will make up the contributions that would have been required if the employee had not had a break in service. The employee is permitted, but is not required, to make up the employee's missed contributions or elective deferrals. However, if the employee does not make up the contributions or deferrals, then the District is not required to make up a match or benefit that was contingent on the contribution or deferral.

[20 CFR 1002.262](#)

#### D. Conditions and Limitations

1. The employee is required to give advance verbal or written notice of the leave unless giving notice is prevented by military necessity or is unreasonable under the circumstances.

[20 CFR 1002.32\(a\)\(1\)](#)

[20 CFR 1002.85](#)  
[20 CFR 1002.86](#)

2. The maximum amount of military leave the employee is entitled to take from employment with the District is a total of 5 years. However, leave for periodic guard or reserve training does not count towards that total and there are other specific exclusions from this total as provided in the regulations.

[20 CFR 1002.32\(a\)\(2\)](#)  
[20 CFR 1002.99](#)  
[20 CFR 1002.103](#)

3. The employee must timely return to work or timely apply for reemployment following the leave for military service. If the employee fails to do so, the employee will be considered as absent without leave and will be subject to discipline in the same way that applies to other kinds of unexcused absences from work. If the leave period is less than 31 days or the leave was for a military fitness examination, the employee must report for work by the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service plus the expiration of 8 hours for travel from the place of service to employee's residence. If the leave period is between 31 and 180 days, the employee must submit a verbal or written application for reemployment not less than 14 days after completion of the service; however, if it is impossible or unreasonable to do so through no fault of the employee, the employee must submit the application on the next full calendar day after it becomes possible to do so. If the leave period is more than 180 days, the employee must submit a verbal or written application for reemployment not less than 90 days after completion of the service; however, if it is impossible or unreasonable to do so through no fault of the employee, the employee must submit the application on the next full calendar day after it becomes possible to do so. The time for reporting or applying will also be extended if the employee is hospitalized for or convalescing from an illness or injury incurred in or aggravated during performance of service.

[20 CFR 1002.115](#)  
[20 CFR 1002.116](#)  
[20 CFR 1002.117\(a\)](#)

4. The employee is not entitled to reemployment if the employee's discharge from service is a disqualifying discharge or under other than honorable conditions as defined by the applicable regulations. If the nature of the discharge is later changed by a military review board so as to no longer be disqualifying, the employee is entitled to reemployment but no back pay or benefits will be provided with respect to the time between the discharge and the change of the nature of the discharge.

[20 CFR 1002.32\(a\)\(4\)](#)  
[20 CFR 1002.137](#)  
[20 CFR 1002.138](#)

5. If the leave for military service is 31 days or longer, the employee must provide the District with documentation establishing that the reemployment application is timely, the employee has not exceeded the 5-year limit, and the employee's separation or dismissal from military service was not disqualifying. However, if the documentation does not exist or is not readily available, the employee will be reemployed subject to receiving the documentation and subject to dismissal if the documentation when received shows that the employee is not entitled to reemployment.

[20 CFR 1002.121](#)  
[20 CFR 1002.122](#)

#### E. Military Leave for State Duty

1. Members of the Utah National Guard or the State Defense Force, when ordered to state military service by the governor, have the same rights and protections as provided by USERRA for activation to federal military service for the duration of their state service not to exceed five years. General officers of the Utah National Guard or the State Defense Force or other officers appointed to a general officer position, when appointed to state employment by the governor or the adjutant general, have the same rights and protections as provided by USERRA for activation to federal military service for the duration of their state appointment, even if the state appointment exceeds five years. Upon satisfactory release from state or federal orders, or from hospitalization incidental to the orders, the member shall be permitted to return to the prior employment and have the same rights and protections as provided by USERRA for activation to federal military service as it pertains to seniority, status, pay, and vacation the member would have had as an employee if the member had not been absent for military purposes.

[Utah Code § 71A-8-105\(2\), \(3\), \(4\) \(2024\)](#)

## POLICY 3035

# Employee Criminal Background Checks and Personal Reporting of Arrests and Convictions Disclosure Requirements

### A. Definitions

1. A "licensed employee" is one who holds a valid Utah educator license.
2. A "non-licensed employee" is one who does not hold a current Utah educator license issued by the State Board of Education.
3. A "qualifying volunteer" is a volunteer who will be given significant unsupervised access to a student in connection with the volunteer's assignment. For purposes of this policy, "qualified volunteer" does not include an officer or employee of a cooperating employer **which that** has an internship safety agreement with the District.
4. A "contract employee" is an employee of a staffing service or other entity who works at a District school under a contract.
5. "Personal identifying information" means an individual's current name, former names, nicknames and aliases; date of birth, address; telephone number; driver license number or other government-issued identification number; Social Security number; and fingerprints.
6. "Criminal History Report" is a document generated by the Bureau of Criminal Identification after a search of the State of Utah's criminal history files and/or other state and federal databases designated by applicable law or by the District.
7. "Background Check" means information on an applicant or employee that may include, but is not limited to, Criminal History Reports and driving record reports.
8. "Alcohol related offense" means a violation of Utah Code Title 41, Chapter 6a, Part 5, Driving Under the Influence and Reckless Driving (except for offenses not involving alcohol), Utah Code § 76-9-701 (Intoxication), Utah Code § 32B-4-403 (Unlawful sale, offer for sale, or furnishing to a minor) and any offense under the laws of another state that is substantially equivalent to these offenses.

9. "Drug related offense" means any criminal offense under Utah Code Title 58, Chapter 37 (Utah Controlled Substances Act), Chapter 37a (Utah Drug Paraphernalia Act), Chapter 37b (Imitation Controlled Substances Act), Chapter 37c (Utah Controlled Substance Precursor Act), Chapter 37d (Clandestine Drug Lab Act) and Chapter 37e (Drug Dealer's Liability Act).

[Utah Code § 53G-11-401\(3\), \(6\), \(7\) \(2024\)](#)

[Utah Code § 53G-11-402\(1\)\(a\)\(iii\) \(2024\)](#)

[Utah Admin. Rules R277-316-2\(6\), \(10\), \(11\), \(13\) \(January 10, 2025\)](#)

[Utah Admin. Rules R277-210-2\(3\), \(15\) \(January 10, 2024\)](#)

[Utah Admin. Rules R277-316-2\(1\), \(8\) \(January 10, 2025\)](#)

## B. Employment Screening

1. All persons seeking a licensed employee position with the District shall provide their educator licensing information with their application for employment.
2. Prior to employing an individual as a licensed employee, the District shall confirm the individual's license status and standing with the State Board of Education, including inquiring regarding any prior or pending disciplinary actions or complaints.
3. Upon employing an individual as a licensed employee, the District shall request that the State Board of Education provide notification to the District of any changes or updates received by the State Board through its ongoing monitoring of the individual's criminal history and background.
4. At the time a prospective employee makes application for employment with the District, such prospective employee shall fill out an employment application providing the following warning:
  - a. "All references stated in this application will be checked by the District and it is the policy of this District that false information will be grounds for rejecting your application with no further consideration for the position; or, if such false information is discovered after hire, you may be subject to immediate termination for cause. Any false information may also be the grounds for criminal prosecution."
5. All employees seeking employment with the District shall provide personal identifying information including: current name, former names, nicknames, and aliases, date of birth, address, telephone number, driver license number or other government issued identification number, social security number and fingerprints.

6. All employees, qualifying volunteers, and contract employees seeking employment with the District and who are 18 years old or older shall sign a written release, waiver and authorization which authorize the District to request information from the prospective employee's past three employers and supervisors. The release, waiver and authorization shall also authorize the District to contact former employers to obtain a reference check and to conduct a background search into the employee's criminal record, if any, or any other background check as the District deems necessary to satisfy itself of the quality and competence of the prospective employee's credentials.

[Utah Code § 53G-11-402\(1\)\(a\) \(2024\)](#)

[Utah Code § 53-10-108\(13\)\(b\)\(ii\) \(2025\)](#)

7. The District shall consider only those convictions which are job-related. The prospective employee shall have opportunity to respond to any information received as a result of the background check.
8. If a current employee is dismissed from employment because of information obtained through a background check, the person shall receive written notice of the reasons for dismissal and shall have an opportunity to respond to the reasons for the dismissal.
9. Each current employee and prospective employee must agree to have his/her fingerprints taken and sign a document of acknowledgment and waiver permitting the District to request a background check of any state or federal criminal history file that the District might deem applicable as a condition of employment.
10. The District shall, for each non-licensed employee and volunteer who will be given significant 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.

[Utah Code § 53G-11-402 \(2023\)](#)

[Utah Admin. Rules R277-316-4](#)

#### C. Licensed Employees - Background Checks

1. The USBE will conduct background checks for all licensed employees in the year in which their license is to be renewed.

D. ~~Licensed Employees – Reporting of Arrests and Convictions~~

- ~~1. A Licensed Educator who is arrested for any of the following alleged offenses shall report the arrest within forty-eight (48) hours or as soon as possible to the Superintendent or his/her designee:~~
  - ~~a. Any matters involving arrests for alleged sex offenses;~~
  - ~~b. Any matters involving arrest for alleged drug-related offenses;~~
  - ~~c. Any matter involving arrests for alleged alcohol-related offenses;~~
  - ~~d. Any matters involving arrests for alleged offenses against the individual under Utah Code § 76-5, Offenses Against the Individual. This Title and Chapter includes, but is not limited to, crimes where a person has assaulted, harassed, abused, neglected, exploited, endangered, kidnapped, murdered, trafficked, raped, sexually assaulted, etc., another person(s); and~~
  - ~~e. Any matters relating to arrests for violations of the vehicle code for employees who drive motor vehicles as an employment responsibility.~~
  - ~~f. Any matters involving an alleged felony offense under Utah Code Title 76, Chapter 6, Offenses Against Property;~~
  - ~~g. Any matters involving an alleged crime of domestic violence under Utah Code Title 77, Chapter 36, Cohabitant Abuse Procedures Act; and~~
  - ~~h. Any matters involving an alleged crime under federal law or another state's law comparable to any of the alleged crimes listed above.~~
- ~~2. A Licensed Educator shall report convictions, including pleas in abeyance and diversion agreements, within forty-eight (48) hours or as soon as possible upon receipt of notice of the conviction, plea in abeyance, or diversion agreement. Failure to report any arrest or conviction pursuant to this policy may result in disciplinary action, up to, and including, termination.~~
- ~~3. A Licensed Educator will be immediately suspended from student supervision responsibilities for alleged sex offenses and other alleged offenses which may endanger students during the period of investigation.~~

- ~~4. A Licensed Educator will be immediately suspended from transporting students or driving a public education vehicle for alleged offenses involving alcohol or drugs during the period of investigation.~~
- ~~5. The District will provide adequate due process for the accused employee consistent with Utah Admin. Rules R277-316 and applicable administrative procedures established by the District.~~
- ~~6. The Superintendent or his/her designee shall report a conviction, arrest, or offense information received from a Licensed Educator to the USBE.~~
- ~~7. Records of arrests and convictions shall be placed in the employee's personnel file upon receipt by the District and will:
  - ~~a. Include final administrative determinations and actions following investigation; and~~
  - ~~b. Be maintained for a minimum of two (2) years following termination of employment with the District and require protection of confidential employment information.~~~~

#### E. Non-Licensed Employees - Background Checks

1. All non-licensed employees, qualifying volunteers, and contract employees seeking employment with the District or service in a District school and who are subject to the background check requirement shall provide their personal identifying information with their application. "Non-licensed employees" includes substitute teachers who are not licensed by the State Board of Education.

[Utah Code § 53G-11-402\(1\)\(b\) \(2024\)](#)

[Utah Code § 53E-6-901\(3\) \(2024\)](#)

[Utah Admin. Rules R277-316-3\(1\)\(a\) \(January 10, 2025\)](#)

2. The District shall obtain consent from each applicant who is subject to the background check requirement and who is seeking employment as a non-licensed employee or service as a qualifying volunteer or contract employee for
  - a. an initial fingerprint-based background check by the FBI and Bureau of Criminal Identification and

- b. the retention of personal identifying information and ongoing monitoring by the Bureau of Criminal Identification. ~~(A model consent form is included at the end of this policy.)~~

[Utah Code § 53G-11-402\(1\)\(b\)\(iii\) \(2024\)](#)

3. Prior to employing a non-licensed employee or permitting a contract employee or qualifying volunteer to provide service in a District school, the District shall require the individual to undergo a background check. (This requirement does not apply if the individual is younger than 18 years old.) The District shall submit the individual's personal identifying information, including fingerprints, to the Bureau of Criminal Identification for this background check.

[Utah Code § 53G-11-402\(1\)\(a\), \(c\) \(2024\)](#)

[Utah Admin. Rules R277-316-3\(1\)\(a\) \(January 10, 2025\)](#)

4. Upon employing a non-licensed employee or permitting a contract employee or qualifying volunteer to provide service in a District school, the District shall request ongoing monitoring of the individual through the Bureau of Criminal Identification unless the individual is younger than 18 years old.

[Utah Code § 53G-11-402\(1\)\(c\)\(ii\) \(2024\)](#)

[Utah Admin. Rules R277-316-3\(1\)\(a\) \(January 10, 2025\)](#)

5. At the discretion of the Superintendent or the Superintendent's appointee, if the employment or service is to be temporary or for a very short term, the non-licensed employee, contract employee, or qualifying volunteer may be exempted from ongoing monitoring.

[Utah Code § 53G-11-402\(4\) \(2024\)](#)

6. With respect to applications submitted by prospective non-licensed employees, contract employees, or qualifying volunteers, the District will pay the cost of an applicant's background check.

[Utah Code § 53G-11-402\(2\) \(2024\)](#)

F. ~~Non-Licensed~~ Employees ~~Duty to Personally~~ Reporting of Arrests and Convictions

1. An ~~Non-Licensed~~ employee who is arrested, cited, or charged for any of the following alleged offenses shall report the arrest, citation, or charge within forty-eight

(48) hours or ~~as soon as possible~~ to the Superintendent or designee, ~~including, but not limited to:~~

- a. Any matters involving ~~arrests for an~~ alleged sex offenses;
  - b. Any matters involving ~~arrests for an~~ alleged drug-related offenses;
  - c. Any matters involving ~~arrests for an~~ alleged alcohol-related offenses;
  - d. Any matter involving ~~arrests for an~~ alleged offenses against the individual under [Utah Code Ann. Title 76, Chapter 5, Offenses Against the Individual](#); ~~This Title and Chapter includes, but is not limited to, crimes where a person has assaulted, harassed, abused, neglected, exploited, endangered, kidnapped, murdered, trafficked, raped, sexually assaulted, etc., another person(s); and~~
  - e. Any matters ~~relating to~~ involving an alleged felony offense under [Utah Code Title 76, Chapter 6, Offenses Against Property](#) ~~arrests for violations of the vehicle code for employees who drive motor vehicles as an employment responsibility.~~
  - f. Any matters involving an alleged crime of domestic violence under [Utah Code Title 77, Chapter 36, Cohabitant Abuse Procedures Act](#); and
  - g. Any matters involving an alleged crime under federal law or another state's law comparable to any of the alleged crimes listed above.
2. ~~An employee shall report any felony or misdemeanor convictions, including pleas in abeyance within 48 hours or as soon as possible upon receipt of notice of the conviction or plea in abeyance.~~
  3. ~~After receiving arrest information about the employee, the Superintendent or designee shall review the arrest information and assess the employment status considering the employee's assignment. The employment status of licensed educators shall be evaluated in light of the Utah Educator Standards, [Utah Code § 53E-6-604](#), and District policy. An employee shall be immediately suspended from student supervision responsibilities for alleged sex offenses and other alleged offenses that may endanger students during the period of investigation. An employee shall be immediately suspended from any duties that require the employee to transport students or operate or maintain a District vehicle for alleged offenses involving drugs or alcohol during the period of investigation.~~
  4. ~~The employee shall report for work following the arrest unless directed not to report for work by the District, consistent with District policy.~~

5. Failure to report any arrest or conviction pursuant to this policy may result in disciplinary action, up to, and including, termination.
6. Documents and records related to an employee's arrest and/or conviction or plea in abeyance, as well as final administrative determinations and actions following investigation, shall be maintained for a minimum of two (2) years following termination of employment with the District and require protection of confidential employment information.
7. Any District volunteer who has or may be given significant unsupervised access to children in connection with the volunteer's assignment for the District shall be considered an "employee" for purposes of the requirements of this policy.

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

[Utah Admin. Rules R277-316-3 \(January 10, 2025\)](#)

[Utah Admin. Rules R277-316-6 \(January 10, 2025\)](#)

[Utah Code § 53E-6-604 \(2024\)](#)

[Utah Code § 53G-11-406\(1\) \(2019\)](#)

8. ~~A Non-Licensed Employee will be immediately suspended from student supervision responsibilities for alleged sex offenses and other alleged offenses which may endanger students during the period of investigation.~~
9. ~~A Non-Licensed Employee will be immediately suspended from transporting students of driving a public education vehicle for alleged offenses involving alcohol or drugs during the period of investigation, and where reasonable cause exists, an existing employee must submit to a background check.~~
10. The District will provide adequate due process for the accused employee consistent with [Utah Admin. Rules R277-316](#) and applicable administrative procedures established by the District.
11. The Human Resource Executive Director over Personnel shall review arrest information and make employment decisions that protect both the safety of students and/or employees and the confidentiality and due process rights of employees.
  - a. In making decisions in reliance on criminal history information, the District shall consider rules established by the State Board of Education and
    - 1) any convictions, including pleas in abeyance;

- 2) any matters involving a felony; and
- 3) any matters involving an alleged:
  - a) sexual offense;
  - b) class A misdemeanor drug offense;
  - c) offense against the person under [Title 76, Chapter 5, Offenses Against the Individual](#);
  - d) class A misdemeanor property offense that is alleged to have occurred within the previous three years; and
  - e) any other type of criminal offense, if more than one occurrence of the same type of offense is alleged to have occurred within the previous eight years.

[Utah Code § 53G-11-405\(3\) \(2022\)](#)  
[Utah Code § 53G-11-402\(3\) \(2024\)](#)

12. Records of arrests and convictions shall be placed in the employee's personnel file upon receipt by the District and will:
  - a. Include final administrative determinations and actions following investigation; and
  - b. Be maintained only as necessary to protect the safety of students and/or employees and with strict requirements for the protection of confidential employment information.

#### G. District Reports to State Board of Education

1. The Superintendent or designee shall report the conviction, arrest or offense information received from licensed educators to the State Board of Education within forty-eight (48) hours of receipt of information from licensed educators. If possible, this report shall be made using the form provided by the State Superintendent on the State Board of Education website.

2. "Licensed educator" means an individual who holds a valid Utah educator license and has satisfied all requirements to be a licensed educator in the Utah public school system.

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

[Utah Admin. Rules R277-316-2\(10\) \(January 10, 2025\)](#)

[Utah Code § 53G-11-406\(2\) \(2019\)](#)

- H. ~~When arrest/conviction information is received by the District regarding a Licensed Employee, the Superintendent or his/her designee shall review that information and assess the employment status consistent with Utah Admin. Rules R277-316-3(1)(b) (February 7, 2020) and District policy. The District will also report the arrest to the USBE within forty-eight (48) hours.~~
- I. ~~When arrest/conviction information is received by the District regarding a Non-Licensed Employee, the Superintendent or his/her designee shall review that information and assess the employee's employment status while considering the Non-Licensed Employee's employment status consistent with applicable Utah law, rules, and regulations, District policy, and any applicable Employment Agreements or Memorandums of Understanding.~~
- J. Where reasonable cause exists, a current employee may be required to submit to fingerprinting and a criminal background check at the Board's expense prior to the intervallic background check.
- K. If the District disqualifies an applicant as a result of criminal history obtained from a background check, the District shall give the individual written notice of the disqualification and of the individual's right to request a review of the disqualification.

[Utah Code § 53G-11-405\(1\)\(c\) \(2022\)](#)

1. An individual disqualified by the District as a result of a background check may request a review of the information received by the District through the background check and of the reasons for the disqualification and may respond to the information and the reasons for disqualification. The District shall, consistent with the requirements of [Utah Code § 53-10-108](#), allow the individual to review the criminal history information received by the District.

[Utah Code § 53G-11-405\(1\)\(a\), \(b\) \(2022\)](#)

- L. The District shall cooperate with the USBE in investigations of Licensed Educators.

- M. ~~The employee shall report for work following the arrest unless directed not to report for work by the District, consistent with District policy.~~
- N. ~~Failure to report any arrest or conviction pursuant to this policy may result in disciplinary action, up to, and including, termination.~~
- O. ~~Any district volunteer who has or may be given significant unsupervised access to children in connection with the volunteer's assignment for the District shall be considered an "employee" for purposes of the requirements of this policy.~~

~~Utah Admin. Rules R277-217-4 (January 10, 2024)~~

~~Utah Admin. Rules R277-316-4 (January 10, 2025)~~

~~Utah Admin. Rules R277-316-6 (January 10, 2025)~~

~~Utah Code § 53E-6-604 (2024)~~

~~Utah Code § 53G-11-406(1) (2019)~~

References:

[Utah Code § 53E-6-401](#)

[Utah Code § 76-5, Offenses Against the Individual](#)

[Utah Admin. Rules R277-316](#)

**Disclosure and Consent for Employment / Reference Checks  
and Release of Liability (Licensed)**

~~I understand that previous employment and my submitted references may be checked by the District. I affirm by my signature that (1) I have disclosed the employer for every prior paid position I have held where my job responsibilities included directly caring for, supervising, controlling, or having custody of anyone under 18 years of age; (2) I consent to past and present employer(s) and references disclosing to the District any and all information, including disciplinary records, which may be pertinent to my employment, and that such information includes, but is not limited to, all information relating to any employment action or discipline imposed for abuse of any child or student; and (3) I understand that if I am hired, any information obtained or maintained by the District may be disclosed to any future subsequent potential employer of mine who contacts the District for an employment or reference check.~~

~~I hereby waive any right to see any written material(s) submitted to the District in response to the above inquiries or notes of oral communication relative to such inquiries. I understand that if I am hired by the District any information received in response to the above inquiries is placed in my personnel file, and I may be denied the right to inspect such material(s).~~

~~By signing below, I agree to release the District from any action for damages relating to the District's refusal to hire me as a result of information obtained during a reference or background check. I agree to release the District from any action for damages relating to information disclosed by the District to any future subsequent potential employer of mine who contacts the District for an employment or reference check.~~

~~I understand that providing false information to the District as part of the application process will be grounds for rejecting an application with no further consideration for the position; or, if such false information is discovered after hire, I will be subject to immediate termination for cause. Any false information may also be the grounds for criminal prosecution. I agree to release the District from any cause of action for damages as a result of the District's termination of my employment as a result of falsifying any information included in this application.~~

~~Signature \_\_\_\_\_ Date \_\_\_\_\_~~

**~~Disclosure and Consent for Employment / Reference Checks and Release of Liability  
(Non-Licensed)~~**

~~I understand and acknowledge that: (1) in considering my application for employment, \_\_\_\_\_ School District ("the District") is legally required to obtain a nationwide (FBI) criminal background check and (if I am hired) ongoing criminal history monitoring while I work for the District; (2) information provided to the District (including fingerprints) will be used for this purpose; (3) the background check process must meet the requirements of Utah Code § 53-10-108(4); (4) procedures for obtaining a change, correction, or updating your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34; (5) I have received (on the fingerprint card form) the FBI Privacy Act Statement and have received the FBI Noncriminal Justice Applicant's Privacy Rights; (6) the background check results will be used to decide whether to employ me and will only be provided to those investigating or involved in the hiring process; (7) I may obtain my criminal history information from the Utah Bureau of Criminal Identification; and (8) if my application is rejected based on criminal background information I will be given written notice of the disqualifying reasons and of the right to request review of the disqualification. My signature affirms this acknowledgment and my consent to the District obtaining the initial check and ongoing monitoring while I work for the District.~~

~~I understand that previous employment and my submitted references may be checked by the District. I affirm by my signature that (1) I have disclosed the employer for every prior paid position I have held where my job responsibilities included directly caring for, supervising, controlling, or having custody of anyone under 18 years of age; (2) I consent to past and present employer(s) and references disclosing to the District any and all information, including disciplinary records, which may be pertinent to my employment, and that such information includes, but is not limited to, all information relating to any employment action or discipline imposed for abuse of any child or student; (3) I understand that if I am hired, any information obtained or maintained by the District **except for** criminal background check information may be disclosed to any future subsequent potential employer of mine who contacts the District for an employment or reference check. I hereby waive any right to see any written material(s) submitted to the District in response to the above inquiries or notes of oral communication relative to such inquiries, **except** criminal background information, which I may obtain from the Bureau of Criminal Identification. I understand that if I am hired by the District any information received in response to the above inquiries is placed in my personnel file, and I may be denied the right to inspect such material(s).~~

~~By signing below, I agree to release the District from any action for damages relating to the District's refusal to hire me as a result of information obtained during a reference or background check. I agree to release the District from any action for damages relating to information disclosed by the District to any future subsequent potential employer of mine who contacts the District for an employment or reference check~~

~~I understand that providing false information to the District as part of the application process will be grounds for rejecting an application with no further consideration for the position; or, if such false information is discovered after hire, I will be subject to immediate termination for cause. Any false information may also be the grounds for criminal prosecution. I agree to release the District from any cause of action for damages as a result of the District's termination of my employment as a result of falsifying any information included in this application.~~

~~Signature \_\_\_\_\_ Date \_\_\_\_\_~~

### **~~Disclosure and Consent for Employment / Reference Checks and Release of Liability (Volunteer)~~**

~~I understand and acknowledge that: (1) in considering my application to volunteer with \_\_\_\_\_ School District (“the District”), the District is legally required to obtain a nationwide (FBI) criminal background check and (if I am given certain assignments) ongoing criminal history monitoring while I serve in the District; (2) information provided to the District (including fingerprints) will be used for this purpose; (3) the background check process must meet the requirements of Utah Code § 53-10-108(4); (4) procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34; (5) I have received (on the fingerprint card form) the FBI Privacy Act Statement and have received the FBI Noncriminal Justice Applicant’s Privacy Rights; (6) the background check results will be used to decide whether to give me certain assignments and will only be provided to those investigating or involved in the assignment process; (7) I may obtain my criminal history information from the Utah Bureau of Criminal Identification; and (8) if my application is rejected based on criminal background information I will be given written notice of the disqualifying reasons and of the right to request review of the disqualification. My signature affirms this acknowledgment and my consent to the District obtaining the initial check and ongoing monitoring while I serve in the District.~~

~~I understand that previous employment and my submitted references may be checked by the District. I affirm by my signature that (1) I have disclosed the employer for every prior paid position I have held within the prior three years where my job responsibilities included directly caring for, supervising, controlling, or having custody of anyone under 18 years of age; and (2) I consent to past and present employer(s) and references disclosing to the District any and all information, including disciplinary records, which may be pertinent to my application, and that such information includes, but is not limited to, all information relating to any employment action or discipline imposed for abuse of any child or student.~~

~~I hereby waive any right to see any written material(s) submitted to the District in response to the above inquiries or notes of oral communication relative to such inquiries, **except** criminal background information, which I may obtain from the Bureau of Criminal Identification. I understand that if I am accepted by the District any information received in response to the above inquiries is placed in my service file, and I may be denied the right to inspect such material(s).~~

~~By signing below, I agree to release the District from any action for damages relating to the District’s refusal to accept me as a result of information obtained during a reference or background check. I agree to release the District from any action for damages relating to information disclosed by the District to any future subsequent potential employer of mine who contacts the District for a reference check~~

~~I understand that providing false information to the District as part of the application process will be grounds for rejecting an application with no further consideration for the position; or, if such false information is discovered after hire, I will be subject to immediate dismissal. Any false information may also be the grounds for criminal prosecution. I agree to release the District from any cause of action for damages as a result of the District dismissing me as a result of falsifying any information included in this application.~~

Policy 3035  
Amended  
June 11, 2025  
First Reading  
February 11, 2026  
Second Reading  
March 11, 2026

-  
Signature \_\_\_\_\_ Date \_\_\_\_\_

## POLICY 4059

### Focused Graduation Pathway

#### A. Board Approval of Focused Graduation Pathway

1. A District school may participate in the Focused Graduation Pathway program and enroll students in the program if the Board of Education grants approval to the school and if the approved application has been submitted to the State Superintendent of Education. For approval to be granted, the school must submit a written application to the Board of Education which:
  - a. Outlines how the Focused Graduation Pathway will be implemented in the school;
  - b. Demonstrates that the school has developed school policies and procedures to implement the program, consistent with the requirements set out in this policy; and
  - c. Designates a Focused Graduation Pathway Coordinator to oversee the program.

[Utah Admin. Rules R277-722-3\(1\) \(February 7, 2025\)](#)

#### B. Program Requirements

1. A participating school must:
  - a. Maintain a student-teacher ratio for the program which does not exceed the school's average student-teacher ratio for all GED preparation courses;
  - b. Provide necessary support for a student with disabilities, as required by [Utah Admin. Rule R277-705](#);
  - c. Provide subject-matter experts to students when preparing for each GED test;
  - d. Coordinate the clearance of GED alerts for a Focused Graduation Pathway student with the State Superintendent; and
  - e. Annually report to the State Superintendent on Focused Graduation Pathway enrollment, completion rates, and other relevant data as required by the State Superintendent.

*Utah Admin. Rules R277-722-3(3) (February 7, 2025)*

C. Student Enrollment in the Focused Graduation Pathway

1. To enroll in the Focused Graduation Pathway program, a student must:
  - a. Be at least 16 years of age;
  - b. Be a junior or senior enrolled in the high school;
  - c. Be significantly behind in high school credits earned, which means
    - 1) If a junior, at least 6 credits behind, or
    - 2) If a senior at least 3 credits behind;
  - d. Demonstrate 9<sup>th</sup> grade reading level or higher on an assessment chosen by the District; and
  - e. Participate in a formal meeting with applicable school staff where:
    - 1) The policies and procedures for the Focused Graduation Pathway are explained, and
    - 2) Voluntary consent of the student's parent (or of the student if the student is a verified unaccompanied minor) is provided for participation.

*Utah Admin. Rules R277-722-4 (February 7, 2025)*

2. Once enrolled in the Focused Graduation Pathway, the student must remain enrolled in a Utah K-12 school throughout the entirety of the pathway. The school may not withdraw the student from enrollment in the school before the student takes any of the four subject GED tests.

*Utah Admin. Rules R277-722-3(2) (February 7, 2025)*

*Utah Admin. Rules R277-722-4(1)(e) (February 7, 2025)*

D. Testing and Credit

1. A Focused Graduation Pathway student shall complete a GED exam at approved testing centers or through an online proctored test, in accordance with GED policies and procedures. A Focused Graduation Pathway student may be awarded core credit for passing GED exams as determined by the school and as outlined in the school's application, up to the amounts as follows:

- a. 4.0 credits for language arts for passing Reasoning through Language Arts;
  - b. 3.0 credits for social studies for passing Social Studies;
  - c. 3.0 credits for mathematics for passing Mathematical Reasoning; and
  - d. 3.0 credits for science for passing Science.
2. Awarded credit shall be recorded on a transcript as pass/fail instead of a letter grade. To be eligible for graduation, a Focused Graduation Pathway student must complete all remaining graduation requirements under [Policy 4060 Graduation Requirements](#).

[Utah Admin. Rules R277-722-5 \(February 7, 2025\)](#)

#### E. Diploma and Official Transcripts

1. Upon successful completion of the Focused Graduation Pathway and all other graduation requirements, a Focused Graduation Pathway student shall be awarded a traditional high school diploma and be eligible to participate in graduation ceremonies. A Focused Graduation Pathway student who completes the GED exam in English and fulfills the requirements of [Utah Admin. Rules R277-499](#) shall be eligible for the Seal of Biliteracy.

[Utah Admin. Rules R277-722-6 \(February 7, 2025\)](#)

## POLICY 4075

### Earning Credit

- A. All students awarded a high school diploma from Box Elder School District schools must complete all credit requirements listed in [Policy 4060 High School Graduation Requirements](#) or [Policy 4065 Alternative High School Graduation Requirements](#). Units of credit shall be awarded to students and be recorded on student transcripts for satisfaction of district-approved graduation requirements.
- B. Schools shall accept credits and grades awarded to students from schools or providers accredited by the ~~AdvancED~~ **Cognia** or approved by the Utah State Board of Education without altering the grade awarded or the graduation course requirement filled. However, some equating of the amount of credit earned will take place based on variations in school schedules.
- C. School policies may establish reasonable timelines and may require adequate and timely documentation of authenticity of credits and grades submitted.
- D. Students may earn credit from non-accredited sources in the following ways ([Utah Admin. Rules R277-705-3](#)):
1. Satisfaction of coursework by demonstrated competency, as evaluated at the District or school level;
  2. Assessment, as proctored and determined by the District or school;
  3. Review of student work or projects by school or District administrators; and
  4. Satisfaction of electronic or correspondence coursework, as approved at the school or District level.
- E. Prior to reviewing student home school competency work, testing, or materials, the District requires compliance with the home school application process as outlined in [Policy 5035 Attendance Requirements and Procedures](#).
- F. College credit for college course work that is posted to an official transcript will be accepted for high school credit using the formula below. Only credit from colleges and universities accredited through the Northwest Commission on Colleges and Universities (or the region affiliate) will be accepted. College CLEP credit may also be considered for

high school credit if it is posted to an official, accredited college transcript. Requests and approval for college credit to be accepted as high school credit must be made during the PCCR process and must meet graduation credit deadlines. Advanced Placement testing credit will not be posted to a high school transcript.

<u>High School Credit</u>	<u>University Semester Hours</u>
.25	1
.50	2
1.0	3
1.25	4
1.5	5

1. Students enrolled in concurrent enrollment courses will have the option to complete the course for both college and high school credit or to complete the course for high school credit only.
  2. If enrolling for college credit, concurrent enrollment will begin a student's college experience and a permanent college transcript. University add/drop procedures may differ from high school requirements and must be adhered to closely after enrollment in the course. Failure to do so may negatively impact a student's permanent college transcript and academic standing.
  3. Students completing the concurrent enrollment course for college credit will receive high school credit following the university credit formula above (example: 1 high school credit for 3 university semester hours.)
  4. Students who do not enroll in the college credit option or who drop the College enrollment during the trimester will receive .5 of high school credit for each trimester of the class.
- G. Graduation requirements may be modified for individual students to achieve an appropriate route to student success when such modifications:
1. are consistent with the student's IEP or PCCR or both;
  2. are maintained in the student's file and include the parent's signature and
  3. maintain the integrity and rigor expected for high school graduation, as determined by the Board.
- H. Students will be required to earn citizenship credit for each class in which they are registered. The school administration may also issue citizenship grades for students

who are released to attend other programs and for time on campus before and after school as well as regular school activities. If a student receives a “U” or unsatisfactory citizenship grade for any class or activity, the citizenship credit must be made up prior to the student’s participation in the commencement exercise. Schools will develop and publicize their citizenship credit policy and remediation procedures in their respective student handbooks.

- I. School and District policies for participation in extracurricular activities, awards, recognitions, and enhanced diplomas may be determined locally consistent with State Law and Utah Board of Education Rule.
- J. The District or school has the final decision-making authority for the awarding of credit and grades from non-accredited sources consistent with state law due process, and Utah State Board of Education Rule.

## POLICY 5010

### Admissions Eligibility Requirements

#### A. Minimum Age

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

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

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

1. The district of residence of a minor child whose custodial parent resides in Utah is:
  - a. The school district in which the custodial parent resides; or
  - b. The District in which the child resides;
    - 1) While in the custody or under the supervision of a Utah state agency, local mental health authority, or substance abuse authority;
    - 2) While under the supervision of a private or public agency authorized to provide child placement services by the state of Utah;
    - 3) If the child is married or has been determined to be an emancipated minor by a court of law or authorized administrative agency;

- 4) The child resides in the District while living with a responsible adult resident of the District who has been designated as the child's custodian through a durable power of attorney as provided for in this policy and the District has been determined to be the child's district of residency as provided for in "Alternative District of Residency" below; or
- 5) The child is receiving services from a health care facility or human services program (as defined by [Utah Code § 26B-2-201](#) and [Utah Code § 26B-2-101](#)) and the District has been determined to be the child's district of residency as provided for in "Alternative District of Residency" below.

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

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

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

## C. Alternative District of Residency

### 1. Procedure

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

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

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

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

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

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

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

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

## 2. Requirements

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

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

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

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

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

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

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

#### D. Students Attending a Private Human Services Program

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

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

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

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

[Utah Code § 26B-2-131 \(2023\)](#)

- d. The child lives with a resident of the District who is a responsible adult and whom the District agrees to designate as the child's legal guardian as provided for below; or

- e. The District, in its sole discretion may accept a non-emancipated student as a resident of the District if each of the following are demonstrated to the Board's satisfaction:
- 1) The child's physical, mental, moral, or emotional health would best be served by considering the child to be a resident for school purposes; and
  - 2) The child is prepared to abide by the rules and policies of the District; and
  - 3) The person with whom the child resides in the District has been given authority in a durable power of attorney, as specified below, which the District agreed in its sole discretion to accept; and
  - 4) One of the following two sets of circumstances exists:
    - a) The child lives with a responsible adult who resides in the District and is the student's non-custodial parent, grandparent, brother, sister, uncle or aunt and the child's presence in the District is not for the primary purpose of attending the public schools; or
    - b) The child's parent has moved from the state, and the child resides with a responsible adult who resides in the District, and the child's attendance in the school will not be detrimental to the school or to the District.

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

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

#### F. Durable Power of Attorney

1. In certain circumstances identified above, a durable power of attorney must be obtained before a child can be admitted to attend school within the District. This durable power of attorney does not confer legal guardianship. In order to be sufficient, this durable power of attorney must be issued by the person who has legal custody of the child and must grant the custodian full authority to take any appropriate action in the interests of the child, including delegating powers regarding care, custody, and property, including authority over schooling.

2. In addition, the person with legal custody of the child (the grantor of the power of attorney) and the person who the child is to reside with (the person empowered by the power of attorney) must both agree to:
  - a. Assume responsibility for any fees (as defined in [Policy 5230 School Fees](#)) related to the child's education in the District, and
  - b. Provide the District with all requested financial information needed to determine eligibility for fee waivers, if those are claimed.

[Utah Code § 53G-6-302\(4\) \(2024\)](#)  
[Utah Code § 75-5-103 \(2018\)](#)

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

#### G. Guardianship for Residency Purposes

1. Subject to the District's acceptance and approval, a responsible adult resident residing in the District may obtain guardianship of a child whose custodial parent does not reside in the District for the limited purpose of establishing school district residency of a minor child by submitting to the Superintendent a signed affidavit by the child's parent which states that:
  - a. The child's presence in the district is not for the primary purpose of attending the public schools;
  - b. The child's physical, mental, moral or emotional health would be best served by transfer of guardianship to a Utah resident;
  - c. The affiant is aware that designation of a guardian is equivalent to a Court established guardianship and will suspend or terminate any existing parental or guardianship rights in the same manner as a court-established guardianship;
  - d. The affiant consents and submits to suspension or termination of parental or guardianship rights;
  - e. The affiant submits to jurisdiction of Utah State courts in which the District is located for any action related to guardianship or custody of the student;
  - f. The affiant designates the responsible adult resident as agent to accept service of process and notice; and



Board or its authorized representative may designate the applicant as guardian of the child by issuing a designation of guardianship letter to the applicant.

7. The District shall deliver the original documents filed with the District, together with a copy of the designation of guardianship issued by the District, in person or by any form of mail requiring a signed receipt, to the clerk of the state district court in which the District is located.
8. Intentional submission to the District of fraudulent or misleading information under this policy is punishable under [Utah Code § 76-8-504](#).
9. If the District has reason to believe that a party has intentionally submitted false or misleading information under this part, it may, after notice and opportunity for the party to respond to the allegation:
  - a. void any guardianship, authorization, or action which was based upon the false or misleading information; and
  - b. recover, from the party submitting the information, the full cost of any benefits received by the child on the basis of the false or misleading information, including tuition, fees (as defined in [Policy 5230](#)), and other unpaid school charges, together with any related costs of recovery.

[Utah Code § 53G-6-303 \(2024\)](#)

#### H. Appeal of Guardianship Denial

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

[Utah Code § 53G-6-303 \(2024\)](#)

#### I. Termination of Guardianship

1. A guardianship designation issued by the District may be terminated, and the authority and responsibility of the prior custodial parent may be restored, upon submission to the District of:
  - a. a signed affidavit by the person who consented to the guardianship which requests termination of the guardianship, or

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

[Utah Code § 53G-6-303 \(2024\)](#)

#### J. Tuition

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

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

#### K. Tuition for Education Outside of the District

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

[Utah Code § 53G-6-305 \(2019\)](#)

L. Eligibility and Admissions Requirements

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

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

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

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

M. "Open Enrollment" for Utah Resident Students

1. The Board is responsible for providing educational services consistent with Utah state law and rules of the State Board of Education for each student within the District and—to the extent reasonably feasible and in accordance with the limitations and provisions herein—for any student who resides in another district in the state and desires to attend a school in the District.
2. For purposes of "open enrollment," the following definitions apply:
  - a. "Early enrollment" means:
    - 1) application between November 15 and the first Friday in February for admission for the next school year to a school that is not a student's school of residence; or
  - b. "Early enrollment for grade reconfiguration" means
    - 1) application between August 1 through November 1 for admission for the next school year to a school that is not a student's school of residence if:

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

[Utah Code § 53G-6-401 \(2019\)](#)

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

- 3. If a school’s average daily membership falls below the open enrollment threshold, the Board shall allow nonresident students to enroll in the school. If a school’s average daily membership is above the open enrollment threshold, the Board may, in its discretion, allow enrollment of nonresident students in the school upon satisfactory completion of the application process set forth herein.
- 4. The Board shall provide written notification to the parents of each student that resides within the school district and other interested parties of the revised early enrollment period beginning August 1 and ending November 1 if the school district is doing a district wide grade reconfiguration of its elementary, middle, and high schools; and the grade reconfiguration will be implemented in the next school year.

5. The Board shall make information about the District, its schools, programs, policies and procedures available to all students who are residents of the State and express an interest in transferring into the District or in transferring to another school within the District.
6. In order for a Utah student to attend a District school other than the student's school of residence, the nonresident student's parent must submit an application to the District on a form provided by the State Board of Education.
7. To be considered as an "early enrollment" application, the student's parent must submit the application from August 1 to November 1 if there is a district wide grade reconfiguration the following school year or from December 1 through the third Friday in February prior to the school year of application for initial enrollment to begin the following school year in the District. Applications which are submitted for the current school year or after the third Friday in February for the following school year will be considered as "late enrollment" applications.

[Utah Code § 53G-6-401 \(2019\)](#)

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

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

#### N. Open Enrollment Applications Following Boundary Changes

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

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

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

#### O. Notice of Acceptance or Rejection of Application

1. For an early enrollment application, the District shall provide written notice of acceptance or rejection of that application within six weeks after receipt of the application by the District or by March 31 whichever is later. For a late enrollment application for the following school year, written notice of acceptance or rejection shall be provided within two weeks of the District's receipt of the application or by the Friday before the new school year begins, whichever is later. For a late enrollment application for the current school year, written notice of acceptance or rejection shall

be provided within two weeks of the District's receipt of the application. Written notice of acceptance of an application for enrollment shall also be sent to the nonresident student's school of residence (for intradistrict transfers) or district of residence (for intradistrict transfers).

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

#### P. Denial of Enrollment Appeal

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

[Utah Code § 53G-6-404 \(2019\)](#)

#### Q. Standards for Application

1. Acceptance or rejection of an application shall be determined on an individual basis. Standards applied to each application include at least the following:
2. No nonresident student shall be allowed to voluntarily enroll in programs within the District unless, on a case by case basis, the District determines that there is capacity for additional students in the program for which the nonresident student applies, and that there is adequate space, facilities, and teacher availability in the class, grade level and school building for which the student applied. For secondary schools, the District may also consider the capacity of a comprehensive program in determining to accept or reject an application.
3. The District shall give priority, **listed in order**,
  - a. **Box Elder School District students;**
  - b. to a student who is a child of a military service member or a child of a DOD civilian (as defined in [Utah Code § 53B-8-102](#));
  - c. **parent is an employee in the school of desired attendance;**

- d. ~~sibling/step-sibling enrolled in school of desired attendance. However, applications are considered and granted on an individual basis with no stated or implied guarantee to siblings;~~
  - e. ~~date of completed application.~~
4. The District shall maintain heterogeneous student populations if necessary to avoid violation of constitutional or statutory rights of students.
  5. The District shall not be required to provide any program that it has not previously provided to its own students. If the District does not offer a program that the student requires, that fact shall be considered in reviewing the student's application.
  6. The District shall consider the willingness of prospective students to comply with District policies.
  - ~~7. The District shall consider whether an applicant's brother or sister is attending the requested school or another school in the District.~~
  - ~~8. The District may give preference to applicants from students residing within the District over applications from students who do not reside within the District.~~
  9. The District may consider whether the requested transfer is needed for the student's health or safety.
  10. The District may reject an application for transfer for the current school year when the student has already transferred to another school for the current school year under open enrollment (whether that was effective at the beginning of the school year or during the school year).
  11. Standards may not include previous academic achievement, athletic or other extra-curricular ability, ~~any matter relating to race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, veteran status of the student, disability,~~ the fact that the student requires special education services for which space is available, previous disciplinary proceedings, except that the District may deny applications from students who have committed serious infractions of the law or school rules, including rules of the District which may not have been rules of the student's prior district where the conduct occurred. The District may deny applications from students who have been guilty of chronic misbehavior which would, if continued, endanger persons or property, cause serious disruptions in the school, or place unreasonable burdens on school staff.

12. The Board may, in its discretion, allow provisional enrollment of students with prior behavior problems. In such cases the Board will, on a case-by-case basis, establish conditions under which enrollment of the nonresident student would be permitted. The Board may also impose such conditions on a nonresident student previously enrolled in the District, under which the nonresident student's enrollment would be continued.

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

[Utah Code § 53G-6-403 \(2019\)](#)

#### R. Posting of School Enrollment Information

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

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

#### S. Participation in Interscholastic Competition

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

#### T. Termination of Enrollment

1. Once a nonresident student is enrolled within a school in the District, the student may remain enrolled in that school subject to compliance with all rules and standards established for students in the District, and is not required to submit annual or periodic applications unless one of the following occurs:
  - a. the student graduates;
  - b. the student is no longer a Utah resident;
  - c. the student is suspended or expelled from school; or
  - d. the District determines that enrollment within the school in question will exceed the open enrollment threshold during the coming school year.
2. However, even when the open enrollment threshold will be exceeded, a student may remain enrolled in the following circumstances. When a military service member or DOD civilian (as defined in [Utah Code § 53B-8-102](#)) moves from temporary to permanent housing outside of the relevant boundaries following a permanent change of station, a child of the service member or DOD civilian in kindergarten through grade 10 may remain enrolled until the student completes the current school year and a child of the service member or DOD civilian in grade 11 or 12 may remain enrolled until the student graduates. Where a nonresident student is enrolled in a nonresident school for safety reasons because bus service is not provided between the student's neighborhood and their school of residence, that student may remain at that school through the highest grade offered and may thereafter attend the middle school, or high school into which the nonresident school feeds, until graduation.

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

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

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

#### U. Transportation

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

[Utah Code § 53G-6-407 \(2019\)](#)

#### V. Withdrawal of Enrollment

1. Except as set forth below for charter school students, the parent of a nonresident student may withdraw the student from the nonresident school by doing one of the following **on or before March 15**:
  - a. Submitting notice of intent to enroll the student in the student's school of residence for the subsequent year.
  - b. Submitting notice of intent to enroll the student in another nonresident school for the subsequent school year.
2. Unless provisions have previously been made for enrollment in another school, if the District releases a nonresident student from enrollment in the District, the District **superintendent school** shall immediately notify the student's district of residence.
3. If the District receives notice from another district that a student residing in the District, but who has been enrolled in the other district, is released from enrollment with that district, the District shall enroll the student in the appropriate District school and take such additional steps as may be necessary to ensure compliance with laws governing school attendance.

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

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

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

W. Returning Charter School Students

1. A charter school student who resides in the District and who submits required enrollment information for the upcoming school year before June 30 shall be enrolled in the student's boundary school for the upcoming school year. However, if the student is leaving the charter school because it has been closed, the student shall be enrolled in the student's boundary school regardless of when the enrollment information is submitted. Otherwise, if the enrollment application is submitted after June 30 for the following year or is submitted for the current year, the student may enroll in a District school, grade level, program or course which is below capacity or has space available "Below capacity" means that the grade level or program is less than 100% of the District, school, or grade level average (as applicable). The capacity and averages are determined as provided for in [Utah Administrative Rules R277-472-2, R277-472-3, and R277-472-4](#). However, below capacity standards for individual schools, grade levels, courses or programs do not apply if the school has documentation that the school community council in a public meeting has designated more than ½ of the school's LAND trust annual allotment to reduce class size in a specific school, grade level, program, or course.

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

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

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

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

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

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

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

- d. Special programs within secondary schools that are below capacity and available for charter transfer students.

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

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

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

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

1. Regardless of the student's place of residency or the open enrollment requirements set forth above, the District shall allow enrollment of a student in a District school where such enrollment is determined by the Utah Division of Child and Family Services to be necessary to comply with the provisions of [42 U.S.C. § 675](#).

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

#### Y. Transfer from a Persistently Dangerous School

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

[20 U.S.C. § 7912](#)

[20 U.S.C. § 7961](#)

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

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

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

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

- c. That the parent may request the transfer within 30 days after the parent received notice of the designation.

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

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

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

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

## Z. Required Identification

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

[Utah Code § 53G-6-603 \(2024\)](#)

3. Supporting documentation to establish a student’s biological age may include:
  - a. A religious, hospital, or physician certificate showing the student’s date of birth;
  - b. An entry in a family religious text;
  - c. An adoption record;

- d. Previously verified school records;
- e. Previously verified immunization records;
- f. Documentation from a social service provider (as defined by [Utah Code § 53E-3-524](#)); or
- g. Other legal documentation, including from a consulate, that reflects the student's biological age.

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

- 4. If supporting documentation to establish the student's biological age is not available, the school shall assign a review team to determine the student's biological age for the District to use in enrolling and placing the student. The review team shall consist of at least three members, with at least one of the members having completed the child sexual abuse and human trafficking prevention training described in [Policy 5090 Child Abuse, Sexual Abuse and Human Trafficking Prevention Training and Reporting](#) within the prior two years. Review team members may include any of the following: an appropriate district administrator, the student's teacher or teachers, the school principal, a school counselor, a school social worker, a school psychologist, a culturally competent and trauma-informed community representative, a school nurse or other school health specialist, an interpreter (if necessary), or a relevant educational equity administrator.

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

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

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

[Utah Code § 53E-6-701 \(2022\)](#)

[Utah Code § 80-2-602 \(2022\)](#)

AA. Distribution of Kits for Missing Child Identification Program

- 1. The Missing Child Identification Program administered by the Utah Attorney General provides for distribution of fingerprint and DNA identification kits that parents may use to collect and store fingerprint and DNA information for potential use by law

enforcement in the event that the child is missing. Each elementary school in the District which receives a supply of such kits through the program shall offer a kit to a parent or guardian of each student entering kindergarten at the school.

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

BB. Missing Child

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

[Utah Code § 53G-6-602 \(2018\)](#)

CC. Transfer Students

1. Within fourteen (14) days after enrolling a transfer student (simultaneously if the student is a military child), a school shall request, directly from the student's previous school, a certified copy of his record and shall exercise due diligence in obtaining the record.

[Utah Code § 53G-6-604 \(2018\)](#)

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

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

[Utah Code § 53G-6-602 \(2018\)](#)

[Utah Code § 53G-6-604 \(2018\)](#)

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

DD. Health Examinations

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

[Utah Code § 53G-9-402 \(2023\)](#)

#### EE. Credits and Records Transfer

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

[Utah Code § 53G-7-206 \(2019\)](#)

#### FF. Graduation

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

[Utah Code § 53G-6-406 \(2019\)](#)

#### GG. Placement of Transfers

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

#### HH. Expelled Within Twelve Months

1. A student who has been expelled from a public school within the prior 12 months who is otherwise eligible to enroll may be denied enrollment in a District school for

that reason. A student who has been expelled within the past 12 months may be allowed to enroll upon approval by the superintendent or designee, subject to such conditions and requirements as are determined to be appropriate.

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

## II. Student Identification Number

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

[Utah Code § 63G-15-201 \(2012\)](#)

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

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

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

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

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

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

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

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

Signature \_\_\_\_\_

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

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

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

Signature \_\_\_\_\_

THIS POWER OF ATTORNEY DOES NOT CONFER LEGAL GUARDIANSHIP  
FORM

ACCEPTANCE OF DESIGNATION AS CUSTODIAN

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

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

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

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

Signature \_\_\_\_\_

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

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

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

Signature \_\_\_\_\_

FORM  
Affidavit Granting Guardianship

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

I affirm the following:

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

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

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

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

Signature \_\_\_\_\_

FORM

Affidavit For Guardianship Where Parent Cannot Be Found

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

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

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

(Name of Responsible Adult)

because \_\_\_\_\_

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

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

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

Signature \_\_\_\_\_

FORM

Affidavit Accepting Guardianship

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

affirm the following:

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

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

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

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

Signature \_\_\_\_\_

FORM  
Student Guardianship Affidavit

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

affirm the following:

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

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

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

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

Signature \_\_\_\_\_

## POLICY 5054

### Prohibited Food Additives

#### A. Definitions

1. "FD&C" means the Federal Food, Drug, and Cosmetics Act as implemented in [21 CFR Part 74](#).
2. "Prohibited food additive" means any of the following:
  - a. Potassium bromate;
  - b. Propylparaben;
  - c. FD&C Blue No. 1;
  - d. FD&C Blue No. 2;
  - e. FD&C Green No. 3;
  - f. FD&C Red No. 3;
  - g. FD&C Red No. 40;
  - h. FD&C Yellow No. 5; or
  - i. FD&C Yellow No. 6.
3. "School day" means the portion of a day that school is in session in which a school-age child is required to be in school for the purposes of receiving instruction.

[Utah Code § 53G-9-205.2\(1\), \(2\)\(a\) \(2025\)](#)

[Utah Code § 53G-6-201\(8\) \(2025\)](#)

#### B. Prohibited Food Additives During the School Day

1. Beginning with the 2026-2027 school year, and subject to the exceptions outlined below, neither any District school nor any person may during the school day sell, donate, offer, or serve on school grounds food that contains a prohibited food additive.

2. However, food with prohibited food additives may be sold in a vending machine or as a concession item at a school-sponsored event or extracurricular activity. In addition, a student's parent may provide students with such food during the school day, and a teacher may provide students with such food if the teacher obtains permission from the students' parents at the start of each school year.

[Utah Code § 53G-9-205.2\(2\), \(3\)\(a\) \(2025\)](#)

## Policy 5063

### Automated External Defibrillator (AED)

- A. Sudden cardiac arrest is a condition that occurs when the electrical impulses of the human heart malfunction causing a disturbance in the heart's rhythm called ventricular fibrillation. This erratic and ineffective heart rhythm causes cessation of the normal function of the heart. The most effective treatment for this condition is an electrical current to the heart by a defibrillator.
- B. The Box Elder School District School Nurse(s) administer the AED policy in accordance with guidance from the Supervising Medical Director.
- C. The role of CPR/AED trained staff rescuer is as follows:
1. Recognize an emergency exists.
  2. Activate 911.
  3. Establish basic life support as a victim's condition warrants including first aid, CPR and ~~or~~ AED according to the level of certification.
- D. The AED equipment will be used on any person who displays all the symptoms of cardiac arrest ~~including when the victim:-The AED will be used only after the following symptoms are confirmed-~~
1. ~~Victim~~ is unconscious/unresponsive
  2. ~~Victim is not breathing-~~
  3. Is not breathing normally, and
  4. ~~Victim~~ has no signs of circulation such as pulse ~~and coughing or movement.~~
- E. ~~AEDs are intended for use by the general public (or lay responders). They are portable, safe, accurate, and easy to use. Employees trained for to use the AED use must be available at least trained every two (2) years. Further training may be obtained through District sponsored digital training, or local hospital and fire department classes, or as arranged by BESD Health Services nursing.~~

- F. Each time an AED is used an incident report must be filed. The Box Elder School District School **Health Services Department Nurse** must be contacted and the documentation procedure followed.
- G. Each AED will be assessed annually by the Box Elder School District School **Health Services Department Nurse** or by a designated **representative of the department, qualified staff member**.
- H. **At the beginning of each school year, building principals will notify staff of location(s) of AEDs in the building.**

## POLICY 5306

### Children's Internet Protection Act

- A. Box Elder School District (BESD) will do the following to protect students/staff from the offensive content and other dangers that are available over the Internet:
1. Ensure that technology protection measures are in place and used for all student and staff Internet access.
  2. To the extent that **BESD** technology will allow, track Internet usage for students and staff.
  3. Ensure that Internet Safety Training for Students addresses:
    - a. Appropriate online behavior
    - b. Cyber bullying awareness and response
    - c. Social networking sites
    - d. Chat rooms
    - e. Protecting personally identifiable information
  4. Train staff regarding the [Family Educational Rights and Privacy Act \(FERPA\)](#) so that personally identifiable information of students is properly safeguarded.

## POLICY 5370

### Student Handbooks

#### A. All Students

1. All schools are directed to develop, publish, and distribute Student Handbooks. Handbooks can be published hard copy or digitally.
2. All student handbooks must be ~~linked on the school website approved by the Board of Education prior to being distributed to students.~~
  - ~~a. Changes in student handbooks must be approved annually by the Board.~~
  - b. Schools are encouraged to work cooperatively with PTSA's and other organizations in developing, publishing, and distributing student handbooks. However, school-building administrators are responsible for student handbooks.
3. Student handbooks must contain, or make reference to the following Board Policies:
  - a. [Policy 4090 Student Progress Reporting](#)
  - b. [Policy 5000 Equal Education Opportunity](#)
  - c. [Policy 5005 Safe Schools](#)
  - d. [Policy 5270 Student Rights and Responsibilities Bullying, Cyberbullying, Hazing, and Abusive Conduct](#)
  - e. [Policy 5290 Student Discipline – Drugs/Alcohol/Tobacco](#)
4. Student handbooks may contain directory information. Directory Information is information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Typically, "directory information" includes information such as name, address, telephone listing, date and place of birth, participation in officially recognized activities and sports, and dates of attendance. A school may disclose "directory information" to third parties without consent if it has given public notice of the types of information which it has designated as "directory information," the parent's or eligible student's right to restrict

the disclosure of such information, and the period of time within which a parent or eligible student has to notify the school in writing that he or she does not want any or all of those types of information designated as "directory information." [34 CFR § 99.3 and 34 CFR § 99.37](#).

See FERPA Directory Information Notice at <https://www.besd.net/page/data-privacy-disclosures>.

- ~~5. In grades K-5, handbooks may contain class lists. However, no identifying information (age, telephone number, address, parent's names, etc.) other than the students' names may be included.~~
  - ~~a. If PTSA's or other organizations wish to publish student directories with additional identifying information, they may do so independent of the school and must obtain the information, and permission to publish the information, from parents.~~
- ~~6. In grades 6-12, handbooks may contain student lists by grade level and student telephone numbers if permission has been received. However, no additional identifying information (age, address, parent's names, etc.) may be included.~~
  - ~~a. If PTSA's or other organizations wish to publish student directories with additional identifying information, they may do so independent of the school and must obtain the information, and permission to publish the information, from parents.~~

# Joint Legislative Committee

Utah School Boards Association, Utah School Superintendents Association & Utah Association of School Business Officials

## FINAL - Bill Tracker – March 7, 2026

SUPPORT	
PASSED	DID NOT PASS
<ul style="list-style-type: none"> <li>• HB44: School Security Personnel Standards (Wilcox)</li> <li>• HB75: American Indian and Alaska Native Education Amendments (Watkins)</li> <li>• HB143: Special Education Amendments (K. Peterson)</li> <li>• HB144: School Community Council Amendments (Miller)</li> <li>• HB146: Mentoring and Supporting Teacher Excellence and Refinement Program Amendments (Pierucci)</li> <li>• HB163: Grow Your Own Educator Pipeline Program Amendments (Wilcox)</li> <li>• HB178: School Zone Speeding Amendments (Moss)</li> <li>• HB218: Digital Skills Amendments (Teuscher)</li> <li>• HB299: School Response to Sexual Offense (Matthews)</li> <li>• HB236: Truth in Taxation Amendments (K. Peterson)</li> <li>• HB293: Public Education Student Athlete Protections (Hall)</li> <li>• HB426: Online Education Service Provider Amendments (Walter)</li> <li>• HB502: School Attendance Modifications (Welton)</li> <li>• SB25: Retirement Modifications (Harper)</li> <li>• SB43: Land Trusts Protection and Advocacy Office Amendments (Owens)</li> <li>• SB51: School Safety Modifications (Owens)</li> <li>• SB52: Substitute Teaching Requirements Amendments (Fillmore)</li> <li>• SB62: School Funding Amendments (Fillmore)</li> <li>• SB69: School Devise Revisions (Fillmore)</li> <li>• SB152: Public and Higher Education Collaboration (McKell)</li> <li>• SB164: School Construction Amendments (Wilson)</li> <li>• SB165: Economic Mobility Initiative (Fillmore)</li> <li>• SB167: Reintegration for Disciplined Students (McCay)</li> <li>• SB241: Early Literacy (Millner)</li> <li>• SB267: Software in Education Amendments (Cullimore)</li> <li>• SCR2: Concurrent Resolution Concerning Remembrances of the 25<sup>th</sup> Anniversary of the 9/11 Attacks (Fillmore)</li> </ul>	<ul style="list-style-type: none"> <li>• HB42: School Cybersecurity Amendments (Wilcox)</li> <li>• HB43: School Security Amendments (Wilcox)</li> <li>• HB150: School-based Speech-language Pathologist Funding Amendments (Koford)</li> <li>• HB180: Dangerous Weapons at Daycares and Schools (Stoddard)</li> <li>• HB198: Educator Salary Adjustment (Arthur)</li> <li>• HB310: School Reintegration Plan Amendments (Romero)</li> <li>• HB334: Educator Organization Amendments (Monson)</li> <li>• HB364: Certified Teacher Librarian Amendments (Arthur)</li> <li>• HB602: Local School Board Election Amendments (Loubet)</li> <li>• SB104: School Medication Amendments (Plumb)</li> <li>• SB106: Educator Compensation Amendments (Kwan)</li> <li>• SB107: Education Legislation Advisory Commission Amendments (Stratton)</li> <li>• SB253: Library Materials Amendments (McKell)</li> <li>• HJR8: Joint Resolution Regarding LEA Reporting Requirements (Welton)</li> <li>• HJR9: Joint Rules Resolution – Implementation of Education-related Legislation (Shepherd)</li> <li>• SCR8: Resolution Honoring the Utah Parent Teacher Association (Harper)</li> </ul>

OPPOSE	
PASSED	DID NOT PASS
<ul style="list-style-type: none"> <li>• HB273: Classroom Technology Amendments (Defay)</li> <li>• HB300: School District Taxation Amendments (Kyle)</li> <li>• HB329: State Employee Maternity and Leave Amendments (Defay)</li> </ul>	<ul style="list-style-type: none"> <li>• HB88: Public Assistance Amendments (Lee)</li> <li>• HB241: Charter School Amendments (Pierucci)</li> <li>• HB256: School District Election Amendments (Kyle)</li> <li>• HB161: Property Tax Modification (Koford)</li> </ul>



# Joint Legislative Committee

Utah School Boards Association, Utah School Superintendents Association & Utah Association of School Business Officials

<ul style="list-style-type: none"> <li>• HB462: School Bus Internet Access (Auxier)</li> <li>• HB467: Utah Fits All Scholarship Program Modifications (Pierucci)</li> <li>• SB312: Educator License Amendments (Johnson)</li> </ul>	<ul style="list-style-type: none"> <li>• HB170: School Board Referendum Amendments (Shipp)</li> <li>• HB197: School Materials Amendments (Peck)</li> <li>• HB267: Public Employee Compensation Amendments (Sawyer)</li> <li>• HB315: Human Growth and Development Instruction (Peck)</li> <li>• HB332: School District Project Financing Amendments (Auxier)</li> <li>• HB347: Artificial Turf Placement Modifications (Nguyen)</li> <li>• HB360: School Athlete Amendments (Hawkins)</li> <li>• HB365: Taxation Notification Requirements (T. Peterson)</li> <li>• HB399: Prohibition Against Student Character Tracking and Grading Systems (Lee)</li> <li>• HB407: Public Education Information System (MacPherson)</li> <li>• HB440: School Lunch Amendments (Auxier)</li> <li>• HB484: Property Tax Changes (Christofferson)</li> <li>• HB485: Property Tax Revenue Increase Amendments (Auxier)</li> <li>• HB517: Sensitive Materials (Ivory)</li> <li>• HB524: Public Education Finance Officers (Walter)</li> <li>• SB65: Minimum Basic Tax Rate Amendments (Fillmore)</li> <li>• SB85: Excellence in Education and Leadership Supplement Modifications (Fillmore)</li> <li>• SB97: Tax Revenue Amendments (McCay)</li> <li>• SB119: School and Classroom Amendments (Fillmore)</li> <li>• SB126: School Swimming and Lifeguarding Programs (Plumb)</li> <li>• SB169: High School Graduation Amendments (Plumb)</li> <li>• SB269: School Board Meeting Notification Requirements (Weiler)</li> <li>• SB271: High School Activities Governance (Grover)</li> </ul>
---	---

NO POSITION	
PASSED	DID NOT PASS
<ul style="list-style-type: none"> <li>• HB36: Gold Medal Schools Pilot Program (Hall)</li> <li>• HB142: School Fee Waiver Amendments (Welton)</li> <li>• HB145: Extracurricular Activity Amendments (Albrecht)</li> <li>• HB312: School Curriculum and Standards Modifications (Auxier)</li> <li>• SB34: Public Education Revisions (Johnson)</li> <li>• SB58: Public School Attendance Amendments (Fillmore)</li> <li>• SB81: Dyslexia Testing Amendments (Plumb)</li> <li>• SB88: School Technology Amendments (Fillmore)</li> <li>• SB181: School Discipline Amendments (Escamilla)</li> <li>• SB232: Regulatory Impacts on Families (Fillmore)</li> </ul>	<ul style="list-style-type: none"> <li>• HB31: Local Education Agency Financial Reporting (Walter)</li> <li>• HB298: School Design Amendments (Christofferson)</li> <li>• HB350: Foods Available at Schools Amendments (Chevrier)</li> <li>• HB360: School Athlete Amendments (Hawkins)</li> <li>• HB518: School Curriculum Amendments (Welton)</li> <li>• HB521: Public Education Economic Stabilization Restricted Account Amendments (Walter)</li> <li>• HB528: Local School Board Reporting (Acton)</li> <li>• SB75: Educator Salary Adjustment Eligibility (Musselman)</li> <li>• SB159: Dyslexia Screening Amendments (Riebe)</li> </ul>



# Joint Legislative Committee

Utah School Boards Association, Utah School Superintendents Association & Utah Association of School Business Officials

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>• SB244: Cardiac Emergency Response Plans in Schools (Stevenson)</li><li>• SB267: Student Achievement Backpack (Fillmore)</li></ul> | <ul style="list-style-type: none"><li>• SB320: School-based Food Pantry Amendments (Buss)</li><li>• SB322: AI in Education Grant Amendments (Johnson)</li></ul> |
|---|---|



## Graduation Board Member Assignments

<b>Year</b>	<b>School</b>	<b>Date/Location</b>	<b>Board Member Assigned (Speak/Accept)</b>
<b>2001</b>	BEHS		Bill – S/A; Clark, Kelly, Jay & Ron
	BRHS		Teresa - S/A; Jerry, Supt. Mary Kay
<b>2002</b>	BEHS		Kelly – S/A; Clark, Bill, Ron, Jay
	BRHS		Teresa – S/A; Supt., Mary Kay, new Board member
<b>2003</b>	BEHS	<i>Friday</i>	Clark – S/A; Bill, Kelly, Ron, Jay & Supt.
	BRHS	<i>Thursday</i>	Brent – S/A; Teresa, Supt., Mary Kay
<b>2004</b>	BEHS	<i>Friday USU</i>	Bill & Kelly – S/A; Ron, Jay, Clark, Supt.
	BRHS	<i>Thursday USU</i>	Tina – S/A; Brent, Mary Kay, Supt.
<b>2005</b>	BEHS	<i>Friday USU</i>	Kevin Packer – S/A;
	BRHS	<i>Thursday USU</i>	Brent Shaffer – S/A
<b>2006</b>	BEHS	<i>Thurs, June 1- USU</i>	Bill Harrison – S/A
	BRHS	<i>Fri, June 2 – USU</i>	Brent Shaffer – S/A
<b>2007</b>	BEHS	<i>Fri, May 30 – USU 7 pm</i>	Kevin Packer – S/A
	BRHS	<i>Fri, May 30 – USU 1:30</i>	Brent Shaffer – S/A
	Comm. High	<i>Thu, June 26 – BEHS</i>	Connie Archibald (or Jim Fuller) – S/A
<b>2008</b>	BEHS	<i>Fri, May 30 – USU 7 pm</i>	Nancy Kennedy – S/A
	BRHS	<i>Fri, May 30 – USU 1:30</i>	Brent Shaffer – S/A
	Comm. High	<i>Thu, June 26 – BEHS</i>	Heather Young – S/A
<b>2009</b>	BEHS		Jim Fuller – S/A
	BRHS		Connie Archibald – S/A
	Comm. High		Lynn Capener – S/A
<b>2010</b>	BEHS		Bryan Smith – S/A
	BRHS		Lynn Capener – S/A
	Comm. High		Nancy Kennedy – S/A
<b>2011</b>	BEHS	<i>Thu, June 2 – USU 3 pm</i>	Nancy Kennedy – S/A
	BRHS	<i>Thu, June 2 – USU 7 pm</i>	Heather Young – S/A
	Comm. High	<i>Wed, June 22 – BEHS</i>	Jim Fuller – S/A (Connie Archibald if Jim can't)
<b>2012</b>	BEHS	<i>Wed. May 30 – WSU</i>	Karen Cronin – S/A
	BRHS	<i>Wed. May 30 – USU</i>	Connie Archibald – S/A
	Comm. High	<i>Wed. June 20 – BEHS</i>	Lynn Capener – S/A
<b>2013</b>	BEHS	<i>Wed, May 29 – WSU 3 pm</i>	Heather Young – S/A
	BRHS	<i>Wed, May 29 – USU 7 pm</i>	Lynn Capener – S/A
	Comm. High	<i>Thu, June 20 - BEHS</i>	Bryan Smith – S/A
<b>2014</b>	BEHS	<i>Wed, May 28 – WSU</i>	Jim Fuller – S/A
	BRHS	<i>Fri, May 30 – USU</i>	Nancy Kennedy – S/A
	Comm. High	<i>Thu, June 26 - BEHS</i>	Lynn Capener – S/A
<b>2015</b>	BEHS	<i>Fri, June 5 – WSU 7 pm</i>	Bryan Smith and Karen Cronin S/A
	BRHS	<i>Thu, June 4 – USU 7 pm</i>	Connie Archibald S/A
	Comm. High	<i>Tues, June 23 - BEHS</i>	Carrie Ann Johnson S/A
<b>2016</b>	BEHS	<i>Thu, June 2 – USU 7 pm</i>	Wade Hyde and Carrie Ann Johnson
	BRHS	<i>Fri, June 3 – WSU 8 pm</i>	Lynn Capener
	Comm. High	<i>Thu, June 23 – BEHS 7 pm</i>	Connie Archibald
<b>2017</b>	BEHS	<i>Thu, May 25 – WSU 3 pm</i>	Karen Cronin
	BRHS	<i>Thu, May 25 – USU 7 pm</i>	Wade Hyde

	Comm. High	<i>Thu, June 15 – BEHS 7 pm</i>	Nancy Kennedy
<b>2018</b>	BEHS	<i>Fri, June 1 – WSU 8 pm</i>	Bryan Smith
	BRHS	<i>Fri, June 1 – USU – 3 pm</i>	Connie Archibald
	Comm. High	<i>Thu, June 14 – BEHS 6:30 pm</i>	Wade Hyde
<b>2019</b>	BEHS	<i>Tues, May 28 – WSU 6 pm</i>	Julie Taylor
	BRHS	<i>Thu, May 30 – USU 7 pm</i>	Wade Hyde
	Comm. High	<i>Thu, June 13 – BEHS 6:30 pm</i>	Nancy Kennedy
<b>2020</b>	BEHS	<i>Tues, May 26 – WSU 6:00 pm</i>	Bryan Smith
	BRHS	<i>Thu, May 28 – USU 7:00 pm</i>	Nancy Kennedy
	Comm. High	<i>Thu, June 11 – BEHS 6:30 pm</i>	Tiffani Summers
<b>2021</b>	BEHS	<i>Wed, June 2 – WSU 7:00</i>	Karen Cronin
	BRHS	<i>Thurs June 3 – BRHS 7:00</i>	Connie Archibald
	Sunrise High	<i>Thurs, June 17 – Sunrise 6:00</i>	Wade Hyde
<b>2022</b>	BEHS	<i>Tues, May 31 – WSU 6:00</i>	Clyde Wohlgemuth
	BRHS	<i>Wed, June 1–Bear Field BRHS</i>	Tiffani Summers
	Sunrise High	<i>Thurs, June 16 – BEHS 6:00</i>	Julie Taylor
<b>2023</b>	BEHS	<i>Tues, May 30 – WSU 6:00</i>	Wade Hyde
	BRHS	<i>Wed, May 31 – BRHS 7:00</i>	Nancy Kennedy
	Sunrise High	<i>Thurs, June 15 – BEHS 6:00</i>	Danielle Wright
<b>2024</b>	BEHS	<i>Tues, May 28 – WSU 6:00</i>	Julie Taylor
	BRHS	<i>Wed, May 29 – BRHS Field 8:00</i>	Connie Archibald
	Sunrise High	<i>Thurs, June 13 – BEHS Aud 6:00</i>	Karen Cronin
<b>2025</b>	BEHS	<i>Tues, May 27 – WSU 6:00</i>	Bryan Smith
	BRHS	<i>Wed, May 28 – BRHS Field 8:00</i>	Tiffani Summers
	Sunrise High	<i>Thurs, June 12 –BEHS Gym 6:00</i>	Wade Hyde
<b>2026</b>	BEHS	<i>Tues, May 26 – WSU 6:00</i>	
	BRHS	<i>Wed, May 27 – BRHS Field 8:00</i>	
	Sunrise High	<i>Thurs, June 11 – BEHS</i>	
<b>2027</b>	BEHS		
	BRHS		
	Sunrise High		
<b>2028</b>	BEHS		
	BRHS		
	Sunrise High		
<b>2029</b>	BEHS		
	BRHS		
	Sunrise High		
<b>2030</b>	BEHS		
	BRHS		
	Sunrise High		
<b>2031</b>	BEHS		
	BRHS		
	Sunrise High		

TENTATIVE MINUTES OF A REGULAR MEETING  
OF THE BOARD OF EDUCATION  
BOX ELDER SCHOOL DISTRICT

A work session was held at 5:30 pm. The School Board heard from Jacob Balls, Principal at Box Elder Middle School; Heather Godfrey, Principal at North Park Elementary; and Dallin Gittins Principal at Century Elementary. Each of them presented on the focus areas in their school where the school is working to improve student outcomes.

Tentative minutes of a Regular Meeting of the Board of Education, Box Elder County School District, held Wednesday evening February 11, 2026, 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, Vice President Danielle Wright, Members Bryan Smith, Julie Taylor, Karen Cronin, Wade Hyde and Stephanie DeFilippis. Also, present were Superintendent Steven Carlsen, Assistant Superintendents Keith Mecham and Heidi Jo West, Business Administrator Neil Stevens, and district employees, representatives of the press and interested citizens.

President Summers welcomed those in attendance and conducted the business of the meeting. After the reverence, which was offered by Neil Stevens, Karen Cronin led the audience in the pledge of allegiance.

**Recognitions**

Jamie Kent, Public Information Officer, presented a gift to the Board Members in recognition of National School Board Month and the effort that each Board Member puts forth to improve the outcomes of students in the School District.

Jaime Kent, Public Information Officer, shared that Haley Kilmer from Willard Elementary, Javier Garzaron from Willard Elementary and Robbie Gunter from Box Elder High School were awarded the SEE award for their contributions in strengthening PLCs, expanding student connections, and elevating employee recognition.

Jamie Kent, Public Information Officer, presented a certificate of participation to the Unified Sports basketball team and its coaches. The team competed in the Unified Sports basketball tournament at Ben Lomond High School on January 22<sup>nd</sup>. Students from the ILSC, Box Elder High School, and Bear River High School participated in the tournament.

**Approval of Agenda**

Bryan Smith made the motion to approve the agenda. Karen Cronin seconded the motion, which passed unanimously.

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

**Public Comment**

Aaron Nielson provided public comment on the District efforts obtain a bond. He urged the Board to reduce the tax rate and to find alternative solutions to overcrowding in schools.

Christine Nielson provided public comment on the District efforts to build schools. She urged the Board find ways to rebuild public trust and to find common ground on school buildings.

Trevor Salamino provided public comment on the isolation rooms. He shared his experience with isolation rooms. He asked the District to provide information on how isolation rooms are being used in elementary schools.

Ben Soholt provided public comment on the District building plans and the recent property tax increases. He urged the Board to establish a facilities trust fund to build a reserve fund to be used for school building construction, to engage the community on alternative solutions and to scale back current building designs.

Jamie Munns provided public comment on the public petition effort to place the lease revenue bond on the ballot. She is opposed to the District tax increase and the effort to build schools. She urged the Board to engage the public and to find solutions that the public supports.

Max Hansen provided public comment on the tax increase and the Lease Revenue Bond. He is opposed to both and urged the Board to reverse the tax increase and cease efforts with the Lease Revenue Bond.

Cody McBride provided public comment on the tax increase and the effort to build schools. He is opposed to the current plans. He is also opposed to moving the 9<sup>th</sup> grade to the high schools.

LuAnn Adams provided public comment on current public sentiment on the District tax increase. She urged the Board to consider decreasing the tax rate and to look at its budget for cost savings. She is opposed to moving the 9<sup>th</sup> grade to the high schools.

**Second Public Comment on School Fees**

There were no members of the public who provided public comment on the proposed 2026-27 school fee schedule. Alan Park, a parent and teacher in the District provided a verbal comment to Keith Meacham that he is concerned about the \$1,000 fee for marching band. He does not want the fee to dissuade students from participating. Another person named Karen, no last name was provided, was concerned also about the fee for marching band.

Keith Meacham, Assistant Superintendent of Secondary Teaching and Learning, proposed dropping the Marching Band fee to a maximum of \$800. He also explained, in detail, how the fees don't necessarily reach the maximum fee in all situations. The maximum fee amount is a cap, but not all students, depending on their participation, will reach the maximum fee listed on the fee schedule.

Karen Cronin asked clarifying questions on which fees might be optional for students. Keith Meacham responded that each activity has a disclosure statement that outlines which fees are mandatory or optional.

Keith Meacham also clarified that the fee schedule is posted on each school website and the District website as well.

**Action Items**

**Approval of 2026-27 School Fees**

Danielle Wright motioned to approve the school fee schedule as presented. Bryan Smith seconded the motion. The motion passed unanimously.

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

**Approval of Fiscal Year 2027 Capital Improvements**

Corey Thompson, Facilities Director, presented the proposed capital improvement plan for the 2026-27 school year. The plan was developed by the Facilities Advisory Committee, which includes three Board Members. Corey Thompson reviewed the methodology of the Facilities Advisory Committee, the description of each project and the cost of each project. He also described how the small construction projects manager was selected and the services that the small construction project manager provides to the District.

Tiffani Summers asked about the maintenance of the sewer lines. Corey Thompson responded with an explanation of the maintenance issues and the future need to replace those lines.

Karen Cronin asked clarifying questions on the budget for air conditioning projects

Bryan Smith motioned to approve the FY27 capital improvements plan. Danielle Wright seconded the motion. The motion passed unanimously.

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

**Approval of Amendment to Discovery 2025-26 TSSA Plan**

Heidi Jo West, Assistant Superintendent of Elementary Teaching & Learning, presented the amendment and budget update for the TSSA plan for Discovery Elementary. The proposed amendment is for the professional development budget because the District is now providing professional development opportunities at a District level. These funds will now be used for technology purchases. This amendment was already approved by the school community council.

Wade Hyde motioned to approve the Discovery Elementary TSSA plan for the 2025-26 school year. Karen Cronin seconded the motion. The motion passed unanimously.

Stephanie DeFilippis – Yes

Bryan Smith – Yes  
Tiffani Summers – Yes  
Danielle Wright – Yes  
Karen Cronin – Yes  
Wade Hyde – Yes  
Julie Taylor - Yes

Approval of Sale of Property (to be voted on after Closed Session)

Neil Stevens, Business Administrator, presented the real estate contract offer for the 14 acres in South Willard.

Danielle Wright motioned to approve the real estate sales contract for the 14 acres in South Willard, parcel ID #01-045-0114. Wade Hyde seconded the motion. The motion passed unanimously.

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

Neil Stevens, Business Administrator, presented the real estate contract amendment for the 10 acres in South Willard.

Julie Taylor motioned to approve the real estate sales contract amendment for the 10 acres in South Willard, parcel ID # 01-040-0090. Bryan Smith seconded the motion. The motion passed unanimously.

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

**Information Items**

Retirement Announcement

Superintendent Steve Carlsen announced that he is retiring from his position as Superintendent effective June 30, 2026. The Board intends to have a new superintendent selected by the April Board Meeting.

Monthly Financial Report

Neil Stevens, Business Administrator, presented the monthly financial report as of January 2025. The District is working within its established budget, and revenue is on target to be consistent with the Board approved budget.

Board Committee Reports

Tiffani Summers reported on the Box Elder School District Foundation choir concert.

Karen Cronin attended the magic show at the ILSC. She reported that the students did an excellent job in putting on the show.

Karen Cronin also reported that the Boys and Girls Club sponsored the STEM fair at the Box Elder County Fairgrounds. There was a large turnout at the STEM Fair.

Karen Cronin also reported on the USBA Day on the Hill. The District leadership team met with Senator Sandall and Representative Peterson and exchanged ideas on the potential legislation for the current legislative session.

Karen Cronin reported that she toured the old Garland Elementary school and observed how the school has been maintained since the school was sold by the District many years ago. The current owner has made a variety of changes to the school to suit its current use as daycare.

Stephanie DeFilippis reported on her tour of the old Garland Elementary School. She suggested that the District review this topic at a future Board Work Session.

#### Student Board Member Report

Makayla Barton, Student Board Member, provided a report on the activities of the two high schools. The second trimester is ending soon. Both high schools just had their sweethearts' dances and both were very successful. Both high schools are starting to plan the prom dances. Each winter sport just had their senior nights to celebrate the sports seasons.

#### January Employees of the Month

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

<u>School</u>	<u>Teacher</u>	<u>Support</u>
BRHS	Margo Tackett	Heidi Coulson
BRMS	Ana Aliaga	Sharlyn Miller
ACHI	Teresa Mas	Jesse Esquivel, Jenn Richardson, Brenda Smith, Nora Ritter
BEHS	Clay Welch	Chad Christensen
BEMS	Kathy Norman	Val Call
ACYI	Noelle Sadler	Wanda Nowell
Sunrise	Christina Smith	Josie Pugsley
Century	Austin Adams	Danielle Barfuss
Discovery	Jessica Low	Britni Roberts
Fielding	Natalie Hannum	Megan Crandall
Garland	Abigail Hickman	Kelly Littlefield
Golden Spike	Taylor Kent	Micayle Taylor
Lake View	Lynette Tervort	Sarah Clark
McKinley	Peggy Layne	Phil Zobell
North Park	Kelly Esplin	Nicole Bailey
Three Mile Creek	Leo Bohorquez	Tesla Hancey
Willard	Alyse Maples	Hannah Cook
Western	Jill Dallon	DeWayne Andersen

**Policy Review**

The following Policies were presented for deletion:

- Policy 2038 Procurement of Workers Compensation Insurance
- Policy 3021 Employment: Administrative Personnel (In Policy 3300)
- Policy 5025 Student Transfers: Enrollment Options Program (Combined with Policy 5010)
- Policy 5040 Transfer and Assignment of Students (Combined with Policy 5010)
- Policy 5220 Student Safety Patrols

The following policies were presented for review with no changes:

- Policy 1050 Qualifications & Appointment Procedures for Student Board Member
- Policy 1074 Board Meetings: Closed Meetings
- Policy 1150 Superintendent Evaluation
- Policy 1200 School Attorney
- Policy 1230 School Year Calendar
- Policy 2010 Budget Planning/Development/Adoption
- Policy 2035 Increment Financing
- Policy 2040 Audits
- Policy 3045 Retirement: Social Security, Purchase of Insurance & Credit Years
- Policy 3087 Personal Protective Equipment & Safety
- Policy 3097 Employee Suggestions
- Policy 4070 Early Graduation
- Policy 4165 Requests for Charter Schools
- Policy 5070 Communicable Diseases
- Policy 5210 Protection of Students Against Exploitation

Karen Cronin made a motion to approve the presented policies for deletion and also the policies presented for review with no changes. Bryan Smith seconded the motion, which passed unanimously.

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

The following Policies were presented for first reading:

- Policy 2045 Fraud
- Policy 3018 Military Leave
- Policy 3035 Employee Criminal Background Checks and Personal Reporting of Arrests and Convictions
- Policy 4059 Focused Graduation Pathway
- Policy 4075 Earning Credit
- Policy 5010 Admissions Eligibility Requirements
- Policy 5054 Prohibited Food Additives

Policy 5063 Automated External Defibrillator (AED)  
Policy 5306 Children's Internet Protection Act  
Policy 5370 Student Handbooks

Karen Cronin asked clarifying questions on policy 4059.

Keith Mecham explained the difference between a GED and a focused graduation pathway.

Karen Cronin asked a clarifying question on policy 5370.

Keith Mecham explained that the policy allows parents to opt out of certain information sharing of their student's information.

Danielle Wright asked a clarifying question on policy 5054.

Keith Mecham and Neil Stevens explained the implementation challenges of policy 5054. This policy is the result of a new state law and the District does not have much leeway in how it is implemented. The District will do its best to provide clear guidance to parents and teachers of how to comply with the new state law and this policy.

The following policies were presented for second reading:

Policy 2045 Fraud  
Policy 3018 Military Leave  
Policy 3035 Employee Criminal Background Checks and Personal Reporting of Arrests and Convictions  
Policy 4059 Focused Graduation Pathway  
Policy 4075 Earning Credit  
Policy 5010 Admissions Eligibility Requirements  
Policy 5054 Prohibited Food Additives  
Policy 5063 Automated External Defibrillator (AED)  
Policy 5306 Children's Internet Protection Act  
Policy 5370 Student Handbooks

Karen Cronin made the motion to approve the above policies for second reading. Bryan Smith seconded the motion, which passed unanimously.

Stephanie DeFilippis – Yes

Bryan Smith – Yes

Tiffani Summers – Yes

Danielle Wright – Yes

Karen Cronin – Yes

Wade Hyde – Yes

Julie Taylor - Yes

### **Board Discussion Items**

#### **Legislative Updates**

Superintendent Carlsen presented the legislative update. He explained how the joint legislative committee (JLC) advocates for legislation during the session. He provided an update on which bills the committee supports, opposes or has taken a neutral position.

The Superintendent highlighted a legislative bill to enhance literacy outcomes. He explained how it can be a benefit to student literacy outcomes. He also spoke to the challenges of implementing the proposals in the bill.

Bryan Smith provided comment of the literacy bill.

The Superintendent also commented on the legislative bill that bans cell phones from the first bell to the last bell of the school day.

Julie Taylor commented on the legislative bill that modifies how a school district may sell property and schools that have closed.

Tiffani Summers provided comment on how it is important to understand the context of why certain legislative bills are either opposed or supported by school districts.

### **Consent Calendar**

Karen Cronin proposed a correction to the minutes of the February 4<sup>th</sup> meeting.

Karen Cronin asked why the construction contracts for Discovery Elementary should be approved prior to the next Board Meeting when facilities plans will be discussed.

Neil Stevens explained that the prior RFP was previously approved by the Board and this contract is the formalization of that RFP approval.

Karen Cronin motioned that the corrections to the February 4<sup>th</sup> board meeting be approved and that construction contract approval be moved to the March Board Meeting.

There was no second on the motion by Karen Cronin. The motion did not move forward.

Julie Taylor moved to accept the consent items and to approve the proposed corrections to the February 4<sup>th</sup> Board Meeting. The motion was seconded by Bryan Smith and passed on 6-1 vote.

Stephanie DeFilippis – Yes

Bryan Smith – Yes

Tiffani Summers – Yes

Danielle Wright – Yes

Karen Cronin – No

Wade Hyde – Yes

Julie Taylor – Yes

The Consent Calendar included the following items:

Approval of the minutes of the work session and regular meetings of February 5th and February 11th, 2026.

Approval of claims numbered 55444 – 55882, 2011326, 504226, 7013026, 8013026, 901206, 9013026, 101592 – 101606, 1107387 – 1107524, 449 – 471, 16800639 – 16800641, 30403263 – 30403269, 30803848 – 30803912, 40403531 – 40403544, 40804911 – 40804930, 70415945 – 70816207, 77800640 – 77800641 and the ACH and school activity checks for the month of January 2026.

Personnel Items

As detailed in the agenda.

Clubs

As detailed in the agenda

LEA Specific Endorsements

As detailed in the agenda

Request for Budget for IT Upgrades

As detailed in the agenda

Budget Request for Air Conditioning

As detailed in the agenda

Budget Request for Playground Improvements

As detailed in the agenda

Construction Contracts for Discovery Elementary

As detailed in the agenda

**Suggestions for Future Board Meetings**

1. Julie suggested that on February 25<sup>th</sup> that the old Garland Elementary School tour be discussed.
2. Karen Cronin suggested that we discuss future capital plans and funding plans.
3. Bryan Smith suggested that AI framework be discussed at a future Board Meeting.

**Upcoming Events**

1. BEHS Graduation - Tuesday, May 26, 2026 at 6:00 at Weber State University
2. BRHS Graduation - Wednesday, May 27, 2026 at 8:00 pm at BRHS
3. Sunrise Graduation - Thursday, June 11, 2026 at 6:00 pm at BEHS

**Closed Session to Discuss Sale or Lease of Real Property**

Danielle Wright motioned to move into closed session. The motion was seconded by Julie Taylor.

Stephanie DeFilippis – Yes

Bryan Smith – Yes

Tiffani Summers – Yes

Danielle Wright – Yes

Karen Cronin – Yes

Wade Hyde – Yes

Julie Taylor - Yes

Bryan Smith motioned to move out of closed session. The motion was seconded by Stephanie DeFilippis.

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

**Closed Session to Discuss Professional Competence of an Individual**

Danielle Wright motioned to move into closed session to discuss the professional competence of an individual. Karen Cronin seconded the motion.

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

**Adjournment**

With the announcement that the next meeting will be held on Wednesday, February 25, 2026 at 6:00 p.m. at the Independent Life Skills Center, President Tiffani Summers adjourned the meeting at 11:30 p.m.

APPROVED: \_\_\_\_\_

ATTESTED: \_\_\_\_\_  
School Business Administrator  
Box Elder School District

\_\_\_\_\_  
President, Board of Education

TENTATIVE MINUTES OF A REGULAR MEETING  
OF THE BOARD OF EDUCATION  
BOX ELDER SCHOOL DISTRICT

Those in attendance at the meeting included Board President Tiffani Summers, Board Vice President Danielle Wright, Members Bryan Smith, Julie Taylor, Karen Cronin, Wade Hyde and Stephanie DeFilippis. Also, present were Superintendent Steven Carlsen, Assistant Superintendents Keith Mecham and Heidi Jo West, Business Administrator Neil Stevens, District employees, representatives of the press and interested citizens.

President Summers welcomed those in attendance and conducted the business of the meeting.

The District staff presented options for capital improvements. A range of topics were discussed including the current capital outlay budget, the current building plans, the current building plans costs incurred, options to pay off the current general obligation bond, proposed portable needs for the 2026-27 school year and options for the lease revenue bond.

**Closed Session to Discuss Professional Competence of an Individual**

Danielle Wright motioned to move into closed session to discuss the professional competence of an individual. Wade Hyde seconded the motion.

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

Bryan Smith motioned to move back into open Board Meeting. Julie Taylor seconded the motion.

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

**Adjournment**

With the announcement that the next meeting will be held on Wednesday, March 11, 2026 at 6:30 p.m. at the Independent Life Skills Center, President Tiffani Summers adjourned the meeting at 11:56 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: 02/01/2026 - 02/28/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00054770	CV	02/02/2026	1	JESSE MILLER	-36.15
01	00055883	C	02/05/2026	1	CONNIE LEWIS	68.92
01	00055884	C	02/05/2026	29998	4IMPRINT INC	2,186.84
01	00055885	C	02/05/2026	25909	AMERIGAS PROPANE	4,750.37
01	00055886	C	02/05/2026	77364	JACIE ANDERSON	6,500.00
01	00055887	C	02/05/2026	77160	EMILY BALL	6,500.00
01	00055888	C	02/05/2026	85738	BEAR RIVER HIGH SCHOOL	2,388.55
01	00055889	C	02/05/2026	85768	BEAR RIVER SEWER DEPT	255.50
01	00055890	C	02/05/2026	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	814.00
01	00055891	C	02/05/2026	68586	STACY BUTTS	6,500.00
01	00055892	C	02/05/2026	123130	CACHE COUNTY SCHOOL DISTRICT	50,324.60
01	00055893	C	02/05/2026	73016	CANON U.S.A., INC	1,332.52
01	00055894	C	02/05/2026	110789	CORE BUSINESS TECHNOLOGIES (SIP)	39.95
01	00055895	C	02/05/2026	38091	DATAIO LLC	9,963.75
01	00055896	C	02/05/2026	55018	DAVIS CONFERENCE CENTER	3,870.00
01	00055897	C	02/05/2026	62235	DEX IMAGING LLC	90.00
01	00055898	C	02/05/2026	64084	ALDER EDUCATION LAW	1,000.00
01	00055899	C	02/05/2026	71668	CHELSEA ESCALANTE	342.72
01	00055900	C	02/05/2026	304217	GARLAND CITY	1,295.95
01	00055901	C	02/05/2026	324430	GRAYBAR ELECTRIC COMPANY INC	14,931.53
01	00055902	C	02/05/2026	76694	SUNSHINE HARRISON	287.28
01	00055903	C	02/05/2026	77135	ALLYSON HUNSAKER	6,500.00
01	00055904	C	02/05/2026	111125	IML SECURITY SUPPLY	6,686.45
01	00055905	C	02/05/2026	63142	SHAWN JENSEN	51.65
01	00055906	C	02/05/2026	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	25,749.58
01	00055907	C	02/05/2026	107465	KIMBALL MIDWEST	876.99
01	00055908	C	02/05/2026	109818	VALYNN KUNZLER	785.23
01	00055909	C	02/05/2026	77038	NICOLE LEWIS	6,500.00
01	00055910	C	02/05/2026	58246	LINDE GAS & EQUIPMENT INC	155.68
01	00055911	C	02/05/2026	530755	LOGAN SCHOOL DISTRICT	23,171.71
01	00055912	C	02/05/2026	29858	MOUNTAINLAND SUPPLY COMPANY	7,295.63
01	00055913	C	02/05/2026	111273	NUCO2 LLC	1,467.12
01	00055914	C	02/05/2026	700077	PERRY CITY	286.72
01	00055915	C	02/05/2026	104992	PRINT SHOP	14.25
01	00055916	C	02/05/2026	77372	TIFFANY REED	6,500.00
01	00055917	C	02/05/2026	77216	MONTANA ROGERS	6,500.00
01	00055918	C	02/05/2026	77178	TY ROWSER	6,500.00
01	00055919	C	02/05/2026	70831	S & D CARWASH MANAGEMENT LLC	215.91
01	00055920	C	02/05/2026	77224	MARISOL SANCHEZ	6,500.00
01	00055921	C	02/05/2026	77313	CYNTHIA SHEREDA	6,500.00
01	00055922	C	02/05/2026	77267	SERENITY STEWART	6,500.00
01	00055923	C	02/05/2026	100795	STURDY BUILT	4,500.00
01	00055924	C	02/05/2026	77054	SHAELEE STUTZNEGGER	6,500.00
01	00055925	C	02/05/2026	65374	SUMMIT FIRE & SECURITY LLC	903.90
01	00055926	C	02/05/2026	110914	SUPERIOR WATER AND AIR INC	35.95
01	00055927	C	02/05/2026	941217	WILLARD CITY CORP	244.06
01	00055928	C	02/05/2026	32840	YOUNG FORD OF BRIGHAM CITY	38.68
01	00055929	C	02/05/2026	38032	AMAZON CAPITAL SERVICES INC	12,963.42
01	00055930	C	02/05/2026	70416	BRAND-CO CUSTOM APPAREL LLC	1,875.15
01	00055931	C	02/05/2026	64017	COPPER CANYON APPAREL	962.16
01	00055932	C	02/05/2026	15890	COMMERCIAL KITCHEN SUPPLY	1,145.00
01	00055933	C	02/05/2026	62235	DEX IMAGING LLC	189.44
01	00055934	C	02/05/2026	778870	GOPHER SPORT	336.52
01	00055935	C	02/05/2026	73849	HOWARD TECHNOLOGY SOLUTIONS	2,840.00
01	00055936	C	02/05/2026	386370	HYKO SUPPLY CO	3,092.39
01	00055937	C	02/05/2026	1791	INTERSTATE ALL BATTERIES CENTER	377.48
01	00055938	C	02/05/2026	633340	OFFICE DEPOT	179.64
01	00055939	C	02/05/2026	699420	PERMA BOUND BOOKS	417.87
01	00055940	C	02/05/2026	4987	PICTURELINE INC	7,499.67
01	00055941	C	02/05/2026	157371	STAPLES	866.96
01	00055942	C	02/05/2026	38717	STORMWIND LLC	6,900.00
01	00055943	C	02/12/2026	1	KIM ORMOND	37.50

Check Register Summary

Batch Year: 26 Bank: All Date Range: 02/01/2026 - 02/28/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00055944	C	02/12/2026	1	SHAY JENSEN	42.00
01	00055945	C	02/12/2026	6617	ACME WATER CO	120.00
01	00055946	C	02/12/2026	14575	AIRMOTIVE SERVICE	1,824.00
01	00055947	C	02/12/2026	812477	ALSCO/AMERICAN LINEN	1,621.07
01	00055948	C	02/12/2026	4260	BCI / UTAH BUREAU OF CRIMINAL IDENTIF	7,602.00
01	00055949	C	02/12/2026	102956	BEAR RIVER MENTAL HEALTH	76.96
01	00055950	C	02/12/2026	12033	BOB'S BODY SHOP	1,500.00
01	00055951	C	02/12/2026	104320	BOX ELDER COUNTY TREASURER	8,587.57
01	00055952	C	02/12/2026	113116	BRYSON SALES & SERVICE	8,913.26
01	00055953	C	02/12/2026	73016	CANON U.S.A., INC	2,846.36
01	00055954	C	02/12/2026	40363	CIO MEDICAL SERVICES	744.00
01	00055955	C	02/12/2026	10774	CRUMP MOTORS	21.27
01	00055955	CV	02/17/2026	10774	CRUMP MOTORS	-21.27
01	00055956	C	02/12/2026	162470	CRUS OIL INC	1,882.54
01	00055957	C	02/12/2026	14958	CULLIGAN	186.05
01	00055958	C	02/12/2026	59269	CUMMINS SALES AND SERVICE	654.80
01	00055959	C	02/12/2026	110532	ECOLAB EQUIPMENT CARE	489.17
01	00055960	C	02/12/2026	729332	ECONO WASTE INC	6,966.66
01	00055961	C	02/12/2026	8702	LESLIE GARBANATI	352.00
01	00055962	C	02/12/2026	110559	HARMONY HOME HEALTH LLC	2,360.89
01	00055963	C	02/12/2026	103070	HEYWOOD ENGINEERING & CONSULT	921.40
01	00055964	C	02/12/2026	57568	LANGUAGE ACCESS NETWORK LLC	47.52
01	00055965	C	02/12/2026	58246	LINDE GAS & EQUIPMENT INC	3,451.15
01	00055966	C	02/12/2026	66435	OBSERVETAB, LLC	12,895.70
01	00055967	C	02/12/2026	49859	JACKSON GROUP PETERBILT, INC.	4,907.55
01	00055968	C	02/12/2026	690789	PARK VALLEY SCHOOL	1,100.00
01	00055969	C	02/12/2026	109484	PUBLIC CONSULTING GROUPS INC	4,087.07
01	00055970	C	02/12/2026	77097	QBS, LLC	48.00
01	00055971	C	02/12/2026	732367	RAFT RIVER RURAL	2,384.10
01	00055972	C	02/12/2026	892645	ROCKY MOUNTAIN POWER	6,702.81
01	00055973	C	02/12/2026	77003	SAIA INC	50.00
01	00055974	C	02/12/2026	10243	HAYLEE SINGLETON	1,259.73
01	00055975	C	02/12/2026	77470	HANK SMITH	1,875.00
01	00055976	C	02/12/2026	802087	SNOWVILLE WATERWORKS INC	37.00
01	00055977	C	02/12/2026	112080	SQUIRE & COMPANY	1,400.00
01	00055978	C	02/12/2026	111109	TOM RANDALL DIST	1,563.65
01	00055979	C	02/12/2026	109356	TRANSPORT DIESEL INC	610.26
01	00055980	C	02/12/2026	852617	TREMONTON CITY CORP	820.55
01	00055981	C	02/12/2026	875087	UKON WATER CO	4,125.00
01	00055982	C	02/12/2026	892916	DGO FUEL NETWORK TEAM	31,933.25
01	00055983	C	02/12/2026	891181	LB 410027	4,949.74
01	00055984	C	02/12/2026	110931	WEESE GLASS LLC	418.78
01	00055985	C	02/12/2026	38032	AMAZON CAPITAL SERVICES INC	12,487.49
01	00055986	C	02/12/2026	51055	BULK BOOKSTORE	1,049.00
01	00055987	C	02/12/2026	11517	COMPUNET, INC	278,700.25
01	00055988	C	02/12/2026	100293	DELL INC	1,170.00
01	00055989	C	02/12/2026	12831	DURAEAGE UTAH INC	4,316.90
01	00055990	C	02/12/2026	109704	FOLLETT SCHOOL SOLUTIONS	1,323.00
01	00055991	C	02/12/2026	4456	GOLDEN SPIKE ELECTRIC	11,780.68
01	00055992	C	02/12/2026	111711	GREAT LAKES SPORTS	355.26
01	00055993	C	02/12/2026	386370	HYKO SUPPLY CO	2,293.40
01	00055994	C	02/12/2026	75205	NJRA ARCHITECTS, INC	101,507.93
01	00055995	C	02/12/2026	633340	OFFICE DEPOT	1,790.30
01	00055996	C	02/12/2026	699420	PERMA BOUND BOOKS	593.03
01	00055997	C	02/12/2026	102477	SCHOOL NURSE SUPPLY	101.95
01	00055998	C	02/12/2026	157371	STAPLES	1,946.69
01	00055999	C	02/12/2026	106181	UEN/UTAH EDUCATION NETWORK	11,971.52
01	00056000	C	02/12/2026	59862	UTAH ALTERNATIVE EDUCATION ASSOCIATION	2,100.00
01	00056001	C	02/19/2026	14010	AED EVERYWHERE	1,655.50
01	00056002	C	02/19/2026	38040	AMERICAN SIGN LANGUAGE COMMUNICATION	140.00
01	00056003	C	02/19/2026	85556	BEAR RIVER HEALTH DEPARTMENT	105.00
01	00056004	C	02/19/2026	85748	BEAR RIVER MIDDLE SCHOOL	789.73

Check Register Summary

Batch Year: 26 Bank: All Date Range: 02/01/2026 - 02/28/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00056005	C	02/19/2026	108217	BRIGHAM CITY CORPORATION	52,735.65
01	00056006	C	02/19/2026	64084	ALDER EDUCATION LAW	1,000.00
01	00056007	C	02/19/2026	13757	GARLAND CITY POLICE DEPARTMENT	33,040.25
01	00056008	C	02/19/2026	71048	GEORGE'S POINT S TIRE	2,589.87
01	00056009	C	02/19/2026	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	11,194.15
01	00056010	C	02/19/2026	30490	JUNIOR ACHIEVEMENT OF UTAH	750.00
01	00056011	C	02/19/2026	530755	LOGAN SCHOOL DISTRICT	1,050.70
01	00056012	C	02/19/2026	73598	DANIEL MILLER	750.00
01	00056013	C	02/19/2026	21539	PREMIER FOODS	612.08
01	00056014	C	02/19/2026	111209	EMMA SMITH	750.00
01	00056015	C	02/19/2026	866716	UCI ACCOUNTS RECEIVABLE	69.00
01	00056016	C	02/19/2026	924155	WASTE MGMT OF UTAH INC	8,168.35
01	00056017	C	02/19/2026	68136	KATELYN WELCH	750.00
01	00056018	C	02/19/2026	2348	247 SECURITY INC	1,195.00
01	00056019	C	02/19/2026	38032	AMAZON CAPITAL SERVICES INC	14,572.85
01	00056020	C	02/19/2026	861085	TVS PRO	2,578.15
01	00056021	C	02/19/2026	15890	COMMERCIAL KITCHEN SUPPLY	1,215.00
01	00056022	C	02/19/2026	44504	CROWN EQUIPMENT CORP	16,914.00
01	00056023	C	02/19/2026	100293	DELL INC	879.00
01	00056024	C	02/19/2026	62235	DEX IMAGING LLC	1,257.60
01	00056025	C	02/19/2026	778870	GOPHER SPORT	502.20
01	00056026	C	02/19/2026	102697	INTERCONNECT SERVICES INC	12,525.60
01	00056027	C	02/19/2026	51330	MATBOARD PLUS	997.81
01	00056028	C	02/19/2026	6017	NELSEN SHEET METAL	425.00
01	00056029	C	02/19/2026	633340	OFFICE DEPOT	2,035.79
01	00056030	C	02/19/2026	699420	PERMA BOUND BOOKS	273.13
01	00056031	C	02/19/2026	103604	SCHOLASTIC EDUCATION	1,500.73
01	00056032	C	02/19/2026	157371	STAPLES	1,667.01
01	00056033	C	02/19/2026	866716	UCI ACCOUNTS RECEIVABLE	322.25
01	00056034	C	02/23/2026	104321	BOX ELDER SCHOOL DISTRICT	100.00
01	00056035	C	02/25/2026	72737	AMERITAS LIFE INSURANCE CORP	3,700.97
01	00056036	C	02/25/2026	999027	B E SCHOOL BOARD FUND	70.00
01	00056037	C	02/25/2026	999024	BOSTON MUTUAL LIFE INS CO - W	406.36
01	00056038	C	02/25/2026	999055	BOX ELDER FOUNDATION	138.00
01	00056039	C	02/25/2026	999023	BOX ELDER SCHOOL DISTRICT	100.00
01	00056040	C	02/25/2026	999033	BUREAU CHILD SUPPORT SERV	3,621.14
01	00056041	C	02/25/2026	999021	ELEVATE CREDIT UNION	6,600.00
01	00056042	C	02/25/2026	999019	EMI HEALTH	390.27
01	00056043	C	02/25/2026	75531	EMI HEALTH	36,148.90
01	00056044	C	02/25/2026	999017	GLOBE LIFE INSURANCE CO	69.12
01	00056045	C	02/25/2026	999035	HORACE MANN INSURANCE COMPANY	30,950.64
01	00056046	C	02/25/2026	51080	IDAHO DIV OF MANAGEMENT/CHILD SUPPORT	461.00
01	00056047	C	02/25/2026	999111	MEADE RECOVERY SERVICES LLC	1,021.33
01	00056048	C	02/25/2026	999084	NATIONAL BENEFITS SERVICES LLC	8,265.00
01	00056049	C	02/25/2026	999081	NATIONAL BENEFITS SERVICES LLC	8,601.01
01	00056050	C	02/25/2026	16217	OLSON SHANER	1,061.92
01	00056051	C	02/25/2026	999079	PEHP	816,214.93
01	00056052	C	02/25/2026	999032	PRE-PAID LEGAL SERVICES	1,234.20
01	00056053	C	02/25/2026	68560	PRIMUS LAW PC	1,032.35
01	00056054	C	02/25/2026	999018	THE HARTFORD	27,849.40
01	00056055	C	02/25/2026	48119	TITANIUM FUNDS	630.33
01	00056056	C	02/25/2026	999012	UESP	200.00
01	00056057	C	02/25/2026	999007	UTAH EDUCATION ASSOCIATION	3,655.23
01	00056058	C	02/25/2026	999025	UTAH SCHOOL EMPLOYEES ASSOCIATION	5,984.88
01	00056059	C	02/25/2026	999004	UTAH STATE TAX COMMISSION	339.36
01	00056060	C	02/25/2026	999003	UTAH STATE TAX COMMISSION	264,187.01
01	00056061	C	02/25/2026	71110	VOYA FINANCIAL	9,358.74
01	00056062	C	02/26/2026	1	MALLORY LARSON	105.45
01	00056063	C	02/26/2026	1	MARIBETH WIXOM	79.70
01	00056064	C	02/26/2026	1	TEGAN BURKE	123.35
01	00056065	C	02/26/2026	85738	BEAR RIVER HIGH SCHOOL	809.03
01	00056066	C	02/26/2026	104338	BOX ELDER HIGH SCHOOL	146.61

Check Register Summary

Batch Year: 26 Bank: All Date Range: 02/01/2026 - 02/28/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00056067	C	02/26/2026	104321	BOX ELDER SCHOOL DISTRICT	90.00
01	00056067	CV	02/26/2026	104321	BOX ELDER SCHOOL DISTRICT	-90.00
01	00056068	C	02/26/2026	73016	CANON U.S.A., INC	6,882.76
01	00056069	C	02/26/2026	890740	CENTURYLINK	396.00
01	00056070	C	02/26/2026	107994	CERTIFIED SHRED	141.00
01	00056071	C	02/26/2026	56197	DENTONS DURHAM JONES PINEGAR PC	2,404.00
01	00056072	C	02/26/2026	73121	DYLAN SMITH	20.00
01	00056073	C	02/26/2026	107136	ERS HEATING & COOLING	13,614.91
01	00056074	C	02/26/2026	361	INTERMOUNTAIN HEALTHCARE	309.31
01	00056075	C	02/26/2026	49026	IVY LANE PEDATRICS	32,581.60
01	00056076	C	02/26/2026	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	13,449.16
01	00056077	C	02/26/2026	77666	DAN JIN	2,403.95
01	00056078	C	02/26/2026	543168	MADDOX RANCH HOUSE	3,250.00
01	00056079	C	02/26/2026	44172	NORCO INC	474.92
01	00056080	C	02/26/2026	66435	OBSERVERTAB, LLC	15,967.42
01	00056081	C	02/26/2026	892645	ROCKY MOUNTAIN POWER	45,512.71
01	00056082	C	02/26/2026	60020	RON KELLER TIRE INC	2,525.71
01	00056083	C	02/26/2026	65374	SUMMIT FIRE & SECURITY LLC	5,100.32
01	00056084	C	02/26/2026	75213	THE PARTRIDGE GROUP	750.00
01	00056085	C	02/26/2026	863345	UASBO/UTAH ASSOCIATION OF SCHO	250.00
01	00056086	C	02/26/2026	63177	VALANT MEDICAL SOLUTIONS, INC	197.63
01	00056087	C	02/26/2026	24580	VERIZON WIRELESS	4,540.90
01	00056088	C	02/26/2026	38032	AMAZON CAPITAL SERVICES INC	12,955.47
01	00056089	C	02/26/2026	62235	DEX IMAGING LLC	147.62
01	00056090	C	02/26/2026	111247	ESTRELLITA	3,076.10
01	00056091	C	02/26/2026	386370	HYKO SUPPLY CO	1,252.21
01	00056092	C	02/26/2026	77461	I. MILLER PRECISION OPTICAL INSTRUMENTS,	2,299.80
01	00056093	C	02/26/2026	1791	INTERSTATE ALL BATTERIES CENTER	1,445.00
01	00056094	C	02/26/2026	29858	MOUNTAINLAND SUPPLY COMPANY	5,961.32
01	00056095	C	02/26/2026	633340	OFFICE DEPOT	4,940.50
01	00056096	C	02/26/2026	699420	PERMA BOUND BOOKS	18.55
01	00056097	C	02/26/2026	51276	SCHOOL BUS SAFETY COMPANY	3,478.75
01	00056098	C	02/26/2026	74420	SLIPSTREAM SPORT INTERNATIONAL	12,870.00
01	00056099	C	02/26/2026	110873	SOLUTION TREE	3,040.00
01	00056100	C	02/26/2026	157371	STAPLES	544.20
01	00056101	C	02/26/2026	77011	WASATCH COMPRESSOR-PUMP & VALVE	4,326.64
01	00056102	C	02/26/2026	77496	WIPEBOOK CORP	1,389.24
01	00056103	C	02/26/2026	1	SPENCER OR AUBREE CRONIN	90.00
01	02021026	M	02/09/2026	109177	UTAH DEPARTMENT OF WORKFORCE SERVICES	5,604.00
01	05021026	M	02/10/2026	888540	US BANK	124,073.89
01	07022726	M	02/25/2026	999070	HEALTH EQUITY INC	164,379.68
01	08022726	M	02/25/2026	999005	UTAH STATE RETIREMENT FUND	1,569,768.06
01	09020226	M	02/25/2026	999140	BANK OF UTAH	289.16
01	09022026	M	02/25/2026	999140	BANK OF UTAH	210,505.67
01	09022726	M	02/25/2026	999140	BANK OF UTAH	1,397,074.01
01	OW022426	M	02/23/2026	35106	HICKMAN LAND TITLE COMPANY INC	500.00
<b>Total Bank: 01</b>						<b>\$5,939,383.83</b>

Check Register Summary

Batch Year: 26 Bank: All Date Range: 02/01/2026 - 02/28/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
02	00101607	C	02/05/2026	38032	AMAZON CAPITAL SERVICES INC	49.99
02	00101608	C	02/05/2026	101706	SCHOLASTIC STORE ONLINE	9,000.00
02	00101609	C	02/12/2026	38032	AMAZON CAPITAL SERVICES INC	14.94
02	00101610	C	02/12/2026	104321	BOX ELDER SCHOOL DISTRICT	936.00
02	00101611	C	02/12/2026	76791	CHRISTOPHER MICHAEL NELSON	850.00
02	00101612	C	02/19/2026	9717	GLORIA DABB	506.57
02	00101613	C	02/26/2026	10260	ADELE C YOUNG INTERM SCH	96.33
02	00101614	C	02/26/2026	38032	AMAZON CAPITAL SERVICES INC	360.71
02	00101615	C	02/26/2026	104321	BOX ELDER SCHOOL DISTRICT	250.00
02	00101616	C	02/26/2026	85559	CENTURY ELEMENTARY	360.35
02	00101617	C	02/26/2026	56782	GOLDEN SPIKE ELEMENTARY	521.66
02	00101618	C	02/26/2026	77585	DREW HALES	50.00
02	00101619	C	02/26/2026	77569	LUSILIA LOU JOHNSON	100.00
02	00101620	C	02/26/2026	700008	THREE MILE CREEK ELEMENTARY	345.68
02	00101621	C	02/26/2026	77577	LILLY WILKINSON	75.00
02	00101622	C	02/27/2026	104321	BOX ELDER SCHOOL DISTRICT	3,116.34
<b>Total Bank: 02</b>						<b>\$16,633.57</b>
11	01107525	A	02/05/2026	73369	MACLANE BALLARD	62.64
11	01107526	A	02/05/2026	104132	BEAZER LOCK & KEY	21.00
11	01107527	A	02/05/2026	101520	BELL JANITORIAL	50.60
11	01107528	A	02/05/2026	102177	BRADY INDUSTRIES OF UTAH, LLC	1,608.56
11	01107529	A	02/05/2026	44342	MICHELLE BREIDER	229.90
11	01107530	A	02/05/2026	105301	CACHE VALLEY ELECTRIC INC	10,931.93
11	01107531	A	02/05/2026	53473	CHARLIE'S PRODUCE	5,931.42
11	01107532	A	02/05/2026	110973	KIM CHRISTENSEN	29.59
11	01107533	A	02/05/2026	32263	TIFFANY EDDINGTON	757.51
11	01107534	A	02/05/2026	75272	ESS WEST, LLC	104,414.63
11	01107535	A	02/05/2026	8400	COERINA FIFE	71.00
11	01107536	A	02/05/2026	67407	MALISSA FREEZE	215.46
11	01107537	A	02/05/2026	76511	ASHLEE HANCOCK	208.80
11	01107538	A	02/05/2026	67644	MICHELLE JENSEN	967.10
11	01107539	A	02/05/2026	111807	JAMIE KENT	71.00
11	01107540	A	02/05/2026	76236	PENNY LARSON	372.96
11	01107541	A	02/05/2026	62030	MARCUS LEONARD	863.32
11	01107542	A	02/05/2026	543010	MADDOX COMPRESSOR INC	190.00
11	01107543	A	02/05/2026	76198	ABIGAIL MERRILL	308.48
11	01107544	A	02/05/2026	109964	MIDGLEY HUBER INC	3,357.00
11	01107545	A	02/05/2026	42064	JENNIE MONSEN-HANSEN	33.44
11	01107546	A	02/05/2026	43982	MIKE MOORE	574.56
11	01107547	A	02/05/2026	20079	MEGAN MORRIS	775.15
11	01107548	A	02/05/2026	68802	ABBY OBLOCK	146.16
11	01107549	A	02/05/2026	803050	SHI INTERNATIONAL CORP	20,850.42
11	01107550	A	02/05/2026	47686	TNT ENGRAVING	27.00
11	01107551	A	02/12/2026	67679	MELISSA BAKER	77.82
11	01107552	A	02/12/2026	104132	BEAZER LOCK & KEY	11,012.12
11	01107553	A	02/12/2026	101520	BELL JANITORIAL	5,012.89
11	01107554	A	02/12/2026	109752	DAVID BLAKE	352.00
11	01107555	A	02/12/2026	106437	CARSON ELEVATOR CO INC	352.47
11	01107556	A	02/12/2026	134250	CEM SALES & SERVICE	209.07
11	01107557	A	02/12/2026	53473	CHARLIE'S PRODUCE	3,997.57
11	01107558	A	02/12/2026	10421	VANICA CRANE	519.53
11	01107559	A	02/12/2026	110514	SHAYLYNN EKINS	104.25
11	01107560	A	02/12/2026	728870	ENBRIDGE GAS UTAH	42,353.98
11	01107561	A	02/12/2026	51144	MERLENE EWELL	62.72
11	01107562	A	02/12/2026	60950	ROBERT FRANCKOWIAK	31.92
11	01107563	A	02/12/2026	322776	GRAINGERS INC	263.26
11	01107564	A	02/12/2026	61530	INTELEPEER CLOUD COMMUNICATIONS, LLC	5,965.04
11	01107565	A	02/12/2026	35653	KELBIE JACKSON	352.00
11	01107566	A	02/12/2026	111807	JAMIE KENT	137.58
11	01107567	A	02/12/2026	111809	CHAD KIRBY	122.00
11	01107568	A	02/12/2026	17353	JANELL MATHEWS	42.99
11	01107569	A	02/12/2026	52221	SAMSARA	1,614.01

Check Register Summary

Batch Year: 26 Bank: All Date Range: 02/01/2026 - 02/28/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
11	01107570	A	02/12/2026	70513	AUSTIN STOREY	520.69
11	01107571	A	02/12/2026	25836	KRIS THOMPSON	166.17
11	01107572	A	02/12/2026	47686	TNT ENGRAVING	625.00
11	01107573	A	02/19/2026	54828	MCKENZIE ANDERSON	47.00
11	01107574	A	02/19/2026	29785	HENRY BAKER	46.00
11	01107575	A	02/19/2026	64467	DAVE BINGHAM	60.00
11	01107576	A	02/19/2026	48011	GAILE BINGHAM	92.20
11	01107577	A	02/19/2026	107376	KAYLENE BOND	50.00
11	01107578	A	02/19/2026	49476	MICHAEL BOWEN	26.00
11	01107579	A	02/19/2026	18384	CRISTINA BRADSHAW	34.20
11	01107580	A	02/19/2026	102177	BRADY INDUSTRIES OF UTAH, LLC	1,896.23
11	01107581	A	02/19/2026	39616	JOHN BRYAN	60.00
11	01107582	A	02/19/2026	70939	CAMFIL USA, INC	874.20
11	01107583	A	02/19/2026	77089	KENDAL CAPELL	47.00
11	01107584	A	02/19/2026	31380	JOSE M CEDILLO	318.00
11	01107585	A	02/19/2026	53473	CHARLIE'S PRODUCE	1,672.56
11	01107586	A	02/19/2026	54577	BRITTNEE CHRISTENSEN	30.60
11	01107587	A	02/19/2026	4090	MARY CLARK	53.50
11	01107588	A	02/19/2026	75698	MACKENZI CLAWSON	60.20
11	01107589	A	02/19/2026	103095	KISHA C COLLOM	70.20
11	01107590	A	02/19/2026	108521	MELANIE CROUCH	48.60
11	01107591	A	02/19/2026	728870	ENBRIDGE GAS UTAH	15,477.15
11	01107592	A	02/19/2026	75272	ESS WEST, LLC	56,491.33
11	01107593	A	02/19/2026	106815	MAILEE FORREST	46.00
11	01107594	A	02/19/2026	60925	BRAXDON GARDNER	48.00
11	01107595	A	02/19/2026	36706	MONICA GROVER	101.00
11	01107596	A	02/19/2026	56480	ANDRIA HANSEN	63.00
11	01107597	A	02/19/2026	64866	JACOB HANSEN	49.00
11	01107598	A	02/19/2026	72850	KANONI HARRIS	70.20
11	01107599	A	02/19/2026	110942	KIP A HEINER	327.00
11	01107600	A	02/19/2026	40320	JACINDA HEYDER	73.00
11	01107601	A	02/19/2026	110864	JEFF HUNT	53.60
11	01107602	A	02/19/2026	69850	ARDELL JENKS	83.00
11	01107603	A	02/19/2026	37664	ASHLEY JENSEN	93.00
11	01107604	A	02/19/2026	56669	SHEA L JENSEN	47.20
11	01107605	A	02/19/2026	76139	SYLVIA JEPPSEN	83.20
11	01107606	A	02/19/2026	43346	JOHN JOHNSON	34.20
11	01107607	A	02/19/2026	68640	BRIANNA JONES	34.20
11	01107608	A	02/19/2026	35289	NELDON KAPP	34.20
11	01107609	A	02/19/2026	493170	STEVEN G KIMBER	34.20
11	01107610	A	02/19/2026	21610	STEVE LEGGETT	34.80
11	01107611	A	02/19/2026	72842	MONTANAELA LOFTISS	200.00
11	01107612	A	02/19/2026	72486	CORY LOPEZ	60.20
11	01107613	A	02/19/2026	40312	SHAILA MCCLURE	47.00
11	01107614	A	02/19/2026	70530	CASHA MEIBOS	39.00
11	01107615	A	02/19/2026	25640	RAMONA MORA	81.20
11	01107616	A	02/19/2026	21300	JEFF MORRIS	84.80
11	01107617	A	02/19/2026	56103	KARA MORRISS	59.00
11	01107618	A	02/19/2026	67032	GARY MORTENSEN	83.00
11	01107619	A	02/19/2026	69418	SHANE PAGE	34.20
11	01107620	A	02/19/2026	69043	KENNETH PHILLIPS	34.20
11	01107621	A	02/19/2026	71439	PILOT THOMAS LOGISTICS, LLC	20,983.97
11	01107622	A	02/19/2026	112077	BOB PROFAIZER	34.20
11	01107623	A	02/19/2026	110879	DEBORAH RICHARDS	34.20
11	01107624	A	02/19/2026	45349	LADAWN RICHINS	177.00
11	01107625	A	02/19/2026	72940	MATTHEW ROSS	506.00
11	01107626	A	02/19/2026	58360	ALEXIS RUZICH	506.00
11	01107627	A	02/19/2026	42935	DAVID SHAFFER	162.62
11	01107628	A	02/19/2026	50547	KRISTAL SMALL	13.37
11	01107629	A	02/19/2026	58866	RACHEL SMITH	94.00
11	01107630	A	02/19/2026	69876	MARTIN SOHOLT	70.20
11	01107631	A	02/19/2026	3190	NATHAN SPACKMAN	583.41

Check Register Summary

Batch Year: 26 Bank: All Date Range: 02/01/2026 - 02/28/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
11	01107632	A	02/19/2026	16900	LAURA STEFFENHAGEN	34.20
11	01107633	A	02/19/2026	54976	BRIAN STOERING	34.20
11	01107634	A	02/19/2026	12688	SYSCO	295,393.43
11	01107635	A	02/19/2026	852290	SANDIE TRAPP	117.20
11	01107636	A	02/19/2026	62510	JESSICA WAITE	614.46
11	01107637	A	02/19/2026	922060	CALVIN K WARD	34.20
11	01107638	A	02/19/2026	34509	SHARA LEE WARD	34.20
11	01107639	A	02/19/2026	28150	KARIE WEAVER	34.20
11	01107640	A	02/19/2026	40002	MAURY WHEATLEY	57.20
11	01107641	A	02/19/2026	76848	MARIAH WILKINS	57.20
11	01107642	A	02/19/2026	69442	TRINA WINNINGHAM	251.00
11	01107643	A	02/19/2026	77291	JINGYI YANG	506.00
11	01107644	A	02/26/2026	8648	JACOB BALLS	27.00
11	01107645	A	02/26/2026	101520	BELL JANITORIAL	13,221.89
11	01107646	A	02/26/2026	102177	BRADY INDUSTRIES OF UTAH, LLC	960.67
11	01107647	A	02/26/2026	6319	MEGAN BUSHNELL	27.00
11	01107648	A	02/26/2026	8354	JONATHAN CALL	27.00
11	01107649	A	02/26/2026	105981	KRISTI N CAPENER	104.25
11	01107650	A	02/26/2026	53473	CHARLIE'S PRODUCE	1,278.48
11	01107651	A	02/26/2026	728870	ENBRIDGE GAS UTAH	27,609.96
11	01107652	A	02/26/2026	75272	ESS WEST, LLC	57,215.82
11	01107653	A	02/26/2026	8400	COERINA FIFE	27.00
11	01107654	A	02/26/2026	75540	KATOM RESTAURANT SUPPLY, INC	3,489.00
11	01107655	A	02/26/2026	100866	VALCOM	1,641.45
<b>Total Bank: 11</b>						<b>\$732,413.06</b>
15	00000472	C	02/03/2026	489240	KENTS MARKET PL/TREMONTON	295.29
15	00000473	C	02/03/2026	74608	MNJ CREATIONS	138.00
15	00000474	C	02/03/2026	47686	TNT ENGRAVING	5.25
15	00000475	C	02/03/2026	17680	WORLD'S FINEST CHOCOLATE	8,212.00
15	00000476	C	02/03/2026	38032	AMAZON CAPITAL SERVICES INC	81.95
15	00000477	C	02/03/2026	66982	THE MARKERBOARD PEOPLE	360.00
15	00000478	C	02/10/2026	489240	KENTS MARKET PL/TREMONTON	125.98
15	00000479	C	02/10/2026	47686	TNT ENGRAVING	6.00
15	00000480	C	02/10/2026	38032	AMAZON CAPITAL SERVICES INC	437.51
15	00000481	C	02/18/2026	72427	BEAR RIVER FLORAL	84.76
15	00000482	C	02/18/2026	43567	PENCIL WHOLESALE LLC	26.00
15	00000483	C	02/18/2026	50423	ASHLEY WRIGHT	90.00
15	00000484	C	02/18/2026	38032	AMAZON CAPITAL SERVICES INC	146.05
15	00000485	C	02/18/2026	633340	OFFICE DEPOT	16.59
15	00000486	C	02/24/2026	45500	BOX ELDER SCHOOL DISTRICT	1,856.74
15	00000487	C	02/24/2026	14958	CULLIGAN	139.95
15	00000488	C	02/24/2026	489250	KENTS MARKET PL/BRIGHAM	69.05
15	00000489	C	02/24/2026	489240	KENTS MARKET PL/TREMONTON	162.25
<b>Total Bank: 15</b>						<b>\$12,253.37</b>
29	16800642	C	02/02/2026	45934	KUNZLER CATERING	80.00
29	16800643	C	02/05/2026	38032	AMAZON CAPITAL SERVICES INC	26.70
29	16800644	C	02/19/2026	104321	BOX ELDER SCHOOL DISTRICT	78.00
<b>Total Bank: 29</b>						<b>\$184.70</b>
33	30403270	C	02/03/2026	1	BRENDA VARGAS	50.00
33	30403271	C	02/03/2026	38032	AMAZON CAPITAL SERVICES INC	2,732.82
33	30403272	C	02/03/2026	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	790.96
33	30403273	C	02/03/2026	327480	GREER'S HARDWARE	46.21
33	30403274	C	02/03/2026	489240	KENTS MARKET PL/TREMONTON	386.98
33	30403275	C	02/03/2026	75426	TREVIPAY-WALMART	478.94
33	30403276	C	02/24/2026	38032	AMAZON CAPITAL SERVICES INC	3,141.64
33	30403277	C	02/24/2026	104321	BOX ELDER SCHOOL DISTRICT	483.52
33	30403278	C	02/24/2026	714550	POSITIVE PROMOTIONS	413.75
33	30403279	C	02/24/2026	51837	SWEETWATER	334.91
33	30403280	C	02/24/2026	75426	TREVIPAY-WALMART	700.22
33	30403281	C	02/24/2026	16535	VEX ROBOTICS	290.63
<b>Total Bank: 33</b>						<b>\$9,850.58</b>

Check Register Summary

Batch Year: 26 Bank: All Date Range: 02/01/2026 - 02/28/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
34	30803913	C	02/02/2026	71242	IRON GATE CATERING	876.00
34	30803914	C	02/04/2026	104321	BOX ELDER SCHOOL DISTRICT	697.16
34	30803915	C	02/04/2026	44172	NORCO INC	66.00
34	30803916	C	02/09/2026	71242	IRON GATE CATERING	876.00
34	30803917	C	02/09/2026	75426	TREVIPAY-WALMART	136.03
34	30803918	C	02/19/2026	59293	UTAH COUNCIL OF TEACHERS OF ENGLISH	452.52
34	30803919	C	02/20/2026	104321	BOX ELDER SCHOOL DISTRICT	888.50
34	30803920	C	02/23/2026	38032	AMAZON CAPITAL SERVICES INC	2,376.40
34	30803921	C	02/23/2026	71242	IRON GATE CATERING	876.00
34	30803922	C	02/27/2026	77500	NATALIE PORTER	1,250.00
<b>Total Bank: 34</b>						<b>\$8,494.61</b>
35	40403545	C	02/11/2026	1724	ACE HARDWARE TREMONTON	40.95
35	40403546	C	02/11/2026	38032	AMAZON CAPITAL SERVICES INC	62.91
35	40403547	C	02/11/2026	103961	INTERMOUNTAIN WOOD PRODUCTS	475.11
35	40403548	C	02/11/2026	489240	KENTS MARKET PL/TREMONTON	1,113.27
35	40403549	C	02/11/2026	489240	KENTS MARKET PL/TREMONTON	25.37
35	40403550	C	02/11/2026	110914	SUPERIOR WATER AND AIR INC	39.95
35	40403551	C	02/11/2026	75426	TREVIPAY-WALMART	39.78
35	40403552	C	02/13/2026	104321	BOX ELDER SCHOOL DISTRICT	1,284.43
<b>Total Bank: 35</b>						<b>\$3,081.77</b>
36	40804931	C	02/06/2026	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	65.00
36	40804932	C	02/06/2026	109248	J W PEPPER MUSIC	39.80
36	40804933	C	02/06/2026	489250	KENTS MARKET PL/BRIGHAM	525.33
36	40804934	C	02/06/2026	10731	SMITH'S CUSTOMER CHARGES	41.97
36	40804935	C	02/06/2026	75426	TREVIPAY-WALMART	329.74
36	40804936	C	02/06/2026	27383	UTAH RESTAURANT ASSOCIATION	20.00
36	40804937	C	02/23/2026	104321	BOX ELDER SCHOOL DISTRICT	5,150.76
36	40804938	C	02/27/2026	104338	BOX ELDER HIGH SCHOOL	1,128.00
36	40804939	C	02/27/2026	104348	BOX ELDER MIDDLE SCHOOL	15.00
36	40804940	C	02/27/2026	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	20.00
36	40804941	C	02/27/2026	158220	COVER UP	1,174.80
36	40804942	C	02/27/2026	109248	J W PEPPER MUSIC	154.99
36	40804943	C	02/27/2026	44172	NORCO INC	26.00
36	40804944	C	02/27/2026	4960	OLD GRIST MILL BREAD	342.80
36	40804945	C	02/27/2026	104992	PRINT SHOP	233.10
36	40804946	C	02/27/2026	111790	SUNSTONE POTTERY	345.60
36	40804947	C	02/27/2026	70874	TEACH THE WORLD TO READ LLC	500.00
36	40804948	C	02/27/2026	75426	TREVIPAY	
36	40804949	C	02/27/2026	75426	TREVIPAY-WALMART	785.56
36	40804950	C	02/27/2026	43311	VARSITY YEARBOOK	4,818.85
<b>Total Bank: 36</b>						<b>\$15,717.30</b>
37	70415839	CV	02/04/2026	76457	DJ SCOTTYJ, LLC	-1,200.00
37	70416140	C	02/03/2026	38032	AMAZON CAPITAL SERVICES INC	879.41
37	70416141	C	02/03/2026	77445	ARIC BOSTICK LEADERSHIP TRAINING, LLC	1,500.00
37	70416142	C	02/03/2026	72427	BEAR RIVER FLORAL	5.00
37	70416143	C	02/03/2026	104321	BOX ELDER SCHOOL DISTRICT	4,615.00
37	70416144	C	02/03/2026	31658	BSN SPORTS	211.60
37	70416145	C	02/03/2026	76457	DJ SCOTTYJ, LLC	2,400.00
37	70416146	C	02/03/2026	55719	HYATT HOUSE PROVO / PLEASANT GROVE	760.68
37	70416147	C	02/03/2026	66834	MOUNTAIN VALLEY PRINTING	150.00
37	70416148	C	02/03/2026	68837	TEAM UP ATHLETICS	3,832.00
37	70416149	C	02/03/2026	75426	TREVIPAY-WALMART	521.76
37	70416150	C	02/05/2026	64564	ADRENALINE	12,673.95
37	70416151	C	02/05/2026	31658	BSN SPORTS	4,058.48
37	70416152	C	02/05/2026	6742	CLARION SUITES	729.30
37	70416153	C	02/05/2026	77453	COLLOECTIVE CHARMS	920.00
37	70416154	C	02/05/2026	58033	HOLIDAY INN EXPRESS OF OREM	294.18
37	70416155	C	02/05/2026	7080	KIWANIS YOUTH PROGRAMS	75.00
37	70416156	C	02/05/2026	66834	MOUNTAIN VALLEY PRINTING	3,315.00
37	70416157	C	02/05/2026	28967	ROBOTICS ED & COMPETITION FOUNDATION	50.00
37	70416158	C	02/05/2026	769715	SAM'S CLUB MC/SYNCB	460.66

Check Register Summary

Batch Year: 26 Bank: All Date Range: 02/01/2026 - 02/28/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
37	70416159	C	02/05/2026	68900	TRIPLE C PRODUCTIONS	1,250.00
37	70416160	C	02/10/2026	1724	ACE HARDWARE TREMONTON	864.97
37	70416161	C	02/10/2026	55069	JASON BINGHAM	360.00
37	70416162	C	02/10/2026	104321	BOX ELDER SCHOOL DISTRICT	7,133.96
37	70416163	C	02/10/2026	104321	BOX ELDER SCHOOL DISTRICT	8,473.00
37	70416164	C	02/10/2026	104321	BOX ELDER SCHOOL DISTRICT	329.37
37	70416165	C	02/10/2026	75590	CALEB HARDY	190.00
37	70416166	C	02/10/2026	7803	DANNY ESPLIN	200.00
37	70416167	C	02/10/2026	327480	GREER'S HARDWARE	179.89
37	70416168	C	02/10/2026	489240	KENTS MARKET PL/TREMONTON	2,897.85
37	70416169	C	02/10/2026	66834	MOUNTAIN VALLEY PRINTING	3,776.00
37	70416170	C	02/10/2026	16330	PAPA MURPHY'S PIZZA	200.00
37	70416171	C	02/10/2026	15180	CHRIS REES	1,320.00
37	70416172	C	02/10/2026	5193	STEVE REGAN CO	266.52
37	70416173	C	02/10/2026	75388	SUGAR & SIPS, LLC	182.00
37	70416174	C	02/10/2026	72435	TWISTED SUGAR TREMONTON	1,311.95
37	70416175	C	02/10/2026	100686	UHSAA / UTAH HIGH SCHOOL ACT ASSOC	1,610.00
37	70416176	C	02/10/2026	891181	UTAH STATE UNIVERSITY/UTAH AG	100.00
37	70416177	C	02/12/2026	38032	AMAZON CAPITAL SERVICES INC	1,531.61
37	70416178	C	02/12/2026	35610	COMFORT INN OREM	119.72
37	70416179	C	02/12/2026	51187	METALMART INC.	271.49
37	70416180	C	02/12/2026	698980	PEPSI-COLA OF OGDEN	119.95
37	70416181	C	02/12/2026	110914	SUPERIOR WATER AND AIR INC	40.00
37	70416182	C	02/12/2026	21210	SWIMOUTLET	657.47
37	70416183	C	02/12/2026	73938	THE SWEET SCORE	1,080.00
37	70416184	C	02/12/2026	57428	THE TIMBERED ROSE	150.00
37	70416185	C	02/12/2026	16535	VEX ROBOTICS	2,050.70
37	70416186	C	02/12/2026	32824	YES PRINT COPY N MORE, LLC	18.50
37	70416187	C	02/17/2026	107102	BEAR RIVER BOWLING CENTER / THE GRILL	80.73
37	70416188	C	02/17/2026	104321	BOX ELDER SCHOOL DISTRICT	10,900.58
37	70416189	C	02/17/2026	31658	BSN SPORTS	6,932.20
37	70416190	C	02/17/2026	31658	BSN SPORTS	129.74
37	70416191	C	02/17/2026	66834	MOUNTAIN VALLEY PRINTING	576.00
37	70416192	C	02/17/2026	28967	ROBOTICS ED & COMPETITION FOUNDATION	150.00
37	70416193	C	02/17/2026	769715	SAM'S CLUB BUSINESS PAYMENTS	490.04
37	70416194	C	02/19/2026	1	MERIDETH NIELSEN	200.00
37	70416195	C	02/19/2026	38032	AMAZON CAPITAL SERVICES INC	457.35
37	70416196	C	02/19/2026	104321	BOX ELDER SCHOOL DISTRICT	643.62
37	70416197	C	02/19/2026	107994	CERTIFIED SHRED	112.00
37	70416198	C	02/19/2026	40363	CIO MEDICAL SERVICES	580.00
37	70416199	C	02/19/2026	543168	MADDOX RANCH HOUSE	1,334.40
37	70416200	C	02/19/2026	70700	MALLORY MERRILL	90.00
37	70416201	C	02/19/2026	4901	NASSP	385.00
37	70416202	C	02/19/2026	5924	PITNEY BOWES BANK INC RESERVE ACCOUNT	1,000.00
37	70416203	C	02/19/2026	28967	ROBOTICS ED & COMPETITION FOUNDATION	150.00
37	70416204	C	02/19/2026	769715	SAM'S CLUB BUSINESS PAYMENTS	39.99
37	70416205	C	02/19/2026	58084	SAUNDERS TOURS	49,200.00
37	70416206	C	02/19/2026	72168	SCOTT STEVENS DIGITAL, LLC	1,450.00
37	70416207	C	02/19/2026	39667	SIGN GYPSIES BOX ELDER	75.00
37	70416208	C	02/19/2026	75426	TREVIPAY-WALMART	339.81
37	70416209	C	02/24/2026	71218	7TH SOUTH DESIGNS, LLC	467.92
37	70416210	C	02/24/2026	38032	AMAZON CAPITAL SERVICES INC	61.14
37	70416211	C	02/24/2026	77445	ARIC BOSTICK LEADERSHIP TRAINING, LLC	1,500.00
37	70416212	C	02/24/2026	106055	BLICK ART MATERIALS	241.51
37	70416213	C	02/24/2026	31658	BSN SPORTS	3,587.46
37	70416214	C	02/24/2026	16209	CAST IRON CATERING COMPANY	2,805.00
37	70416215	C	02/24/2026	77640	FLASH WEATHER AI	1,024.29
37	70416216	C	02/24/2026	543168	MADDOX RANCH HOUSE	12.95
37	70416217	C	02/24/2026	543168	MADDOX RANCH HOUSE	350.00
37	70416218	C	02/24/2026	66834	MOUNTAIN VALLEY PRINTING	621.39
37	70416219	C	02/24/2026	66834	MOUNTAIN VALLEY PRINTING	1,105.00
37	70416220	C	02/24/2026	109962	MUSIC & ARTS	1,107.03

Check Register Summary

Batch Year: 26 Bank: All Date Range: 02/01/2026 - 02/28/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
37	70416221	C	02/24/2026	67326	PIZZA PLUS OF TREMONTON	3,104.49
37	70416222	C	02/24/2026	28967	ROBOTICS ED & COMPETITION FOUNDATION	300.00
37	70416223	C	02/24/2026	67776	SO SIMPLY SWEET CO	465.41
37	70416224	C	02/24/2026	111790	SUNSTONE POTTERY	3,857.52
37	70416225	C	02/24/2026	72435	TWISTED SUGAR TREMONTON	322.95
37	70416226	C	02/24/2026	7536	GAME ONE	58.25
37	70416227	C	02/24/2026	7536	GAME ONE	151.36
37	70416228	C	02/24/2026	32824	YES PRINT COPY N MORE, LLC	18.50
37	70416229	C	02/26/2026	38032	AMAZON CAPITAL SERVICES INC	588.30
37	70416230	C	02/26/2026	107102	BEAR RIVER BOWLING CENTER / THE GRILL	2,922.50
37	70416231	C	02/26/2026	106055	BLICK ART MATERIALS	322.86
37	70416232	C	02/26/2026	104321	BOX ELDER SCHOOL DISTRICT	5,327.20
37	70416233	C	02/26/2026	31658	BSN SPORTS	1,270.93
37	70416234	C	02/26/2026	31267	HAMPTON INN LAYTON	643.95
37	70416235	C	02/26/2026	109248	J W PEPPER MUSIC	845.00
37	70416236	C	02/26/2026	7080	KIWANIS YOUTH PROGRAMS	103.00
37	70416237	C	02/26/2026	72184	MANAGED PRODUCTIONS, LLC	512.79
37	70416238	C	02/26/2026	66834	MOUNTAIN VALLEY PRINTING	49.53
37	70416239	C	02/26/2026	67717	MYHOUSE SPORTS GEAR	1,077.00
37	70416240	C	02/26/2026	75388	SUGAR & SIPS, LLC	90.00
37	70416241	C	02/26/2026	21814	UHSBCA	50.00
37	70416242	C	02/26/2026	891181	UTAH STATE UNIVERSITY	1,118.66
<b>Total Bank: 37</b>						<b>\$184,337.32</b>
38	70816208	C	02/05/2026	1	AMETHYST HESS	20.00
38	70816209	C	02/05/2026	1	ASHLEE TUCKER	140.00
38	70816210	C	02/05/2026	1	CAIALEE PARKIN	20.00
38	70816211	C	02/05/2026	71218	7TH SOUTH DESIGNS, LLC	87.85
38	70816212	C	02/05/2026	112046	ACE HARDWARE - BRIGHAM	34.36
38	70816213	C	02/05/2026	38032	AMAZON CAPITAL SERVICES INC	4,254.74
38	70816214	C	02/05/2026	108543	B & H PHOTO VIDEO	998.43
38	70816215	C	02/05/2026	45500	BOX ELDER SCHOOL DISTRICT	390.00
38	70816216	C	02/05/2026	106055	BLICK ART MATERIALS	450.91
38	70816217	C	02/05/2026	104321	BOX ELDER SCHOOL DISTRICT	2,626.66
38	70816218	C	02/05/2026	104321	BOX ELDER SCHOOL DISTRICT	6,210.28
38	70816219	C	02/05/2026	31658	BSN SPORTS	1,225.96
38	70816220	C	02/05/2026	76228	FOUR SEASONS TOURS, INC	91,847.00
38	70816221	C	02/05/2026	21032	KATIE FUHRIMAN	57.00
38	70816222	C	02/05/2026	109665	A J GILMORE	122.00
38	70816223	C	02/05/2026	33790	HENRY SCHEIN INC	433.13
38	70816224	C	02/05/2026	103961	INTERMOUNTAIN WOOD PRODUCTS	1,362.03
38	70816225	C	02/05/2026	67768	JED CRANER MEDIA	3,500.00
38	70816226	C	02/05/2026	69256	JFS WHOLESALE	96.88
38	70816227	C	02/05/2026	25119	SIZZLING PLATTER	293.58
38	70816228	C	02/05/2026	4979	O'REILLY AUTOMOTIVE	158.66
38	70816229	C	02/05/2026	77429	JOEL OCKERMAN	150.00
38	70816230	C	02/05/2026	698980	PEPSI-COLA OF OGDEN	648.00
38	70816231	C	02/05/2026	4987	PICTURELINE INC	414.12
38	70816232	C	02/05/2026	5045	RSM FOOD SERVICE	547.67
38	70816233	C	02/05/2026	10731	SMITH'S CUSTOMER CHARGES	425.29
38	70816234	C	02/05/2026	804825	SUNRISE HIGH SCHOOL	1,000.60
38	70816235	C	02/05/2026	111790	SUNSTONE POTTERY	337.50
38	70816236	C	02/05/2026	75426	TREVIPAY-WALMART	1,117.68
38	70816237	C	02/05/2026	18392	USA WRESTLING UTAH	291.20
38	70816238	C	02/05/2026	109804	WARD'S NATURAL SCIENCE	35.29
38	70816239	C	02/05/2026	3328	HEATHER WILLIAMS	250.00
38	70816240	C	02/05/2026	110141	SCOTT G WOOD	250.00
38	70816241	C	02/06/2026	18392	USA WRESTLING UTAH	225.00
38	70816242	C	02/12/2026	1	SADIE JEPPSEN	65.00
38	70816243	C	02/12/2026	1	WILLIAM VALBERG	20.00
38	70816244	C	02/12/2026	112046	ACE HARDWARE - BRIGHAM	161.55
38	70816245	C	02/12/2026	38032	AMAZON CAPITAL SERVICES INC	2,526.60
38	70816246	C	02/12/2026	55832	AVANT ASSESSMENT, LLC	916.00

Check Register Summary

Batch Year: 26 Bank: All Date Range: 02/01/2026 - 02/28/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
38	70816247	C	02/12/2026	45500	BOX ELDER SCHOOL DISTRICT	260.00
38	70816248	C	02/12/2026	104321	BOX ELDER SCHOOL DISTRICT	866.84
38	70816249	C	02/12/2026	31658	BSN SPORTS	1,589.68
38	70816250	C	02/12/2026	76937	CASTLE SPORTS	1,263.30
38	70816251	C	02/12/2026	102017	DAVIS HIGH SCHOOL	56.00
38	70816252	C	02/12/2026	73130	GOOSE IT LACROSSE LLC	6,634.50
38	70816253	C	02/12/2026	109248	J W PEPPER MUSIC	46.50
38	70816254	C	02/12/2026	61557	JAMECO ELECTRONICS	96.57
38	70816255	C	02/12/2026	69256	JFS WHOLESale	121.60
38	70816256	C	02/12/2026	25119	SIZZLING PLATTER	13.98
38	70816257	C	02/12/2026	74055	M&K GRAPHICS AND APPAREL	702.00
38	70816258	C	02/12/2026	75795	DERECK SHERER	600.00
38	70816259	C	02/12/2026	108299	STEVE WEISS MUSIC	620.90
38	70816260	C	02/12/2026	19488	T SHIRT CHOP SHOP	1,204.00
38	70816261	C	02/12/2026	68837	TEAM UP ATHLETICS	3,094.00
38	70816262	C	02/12/2026	75426	TREVIPAY-WALMART	784.56
38	70816263	C	02/12/2026	7609	UTAH FBLA-PBL	100.00
38	70816264	C	02/12/2026	73440	WHITE ROCK RENTAL	130.00
38	70816265	C	02/20/2026	104321	BOX ELDER SCHOOL DISTRICT	20,958.85
38	70816266	C	02/24/2026	112046	ACE HARDWARE - BRIGHAM	142.01
38	70816267	C	02/24/2026	38032	AMAZON CAPITAL SERVICES INC	7,783.78
38	70816268	C	02/24/2026	45500	BOX ELDER SCHOOL DISTRICT	390.00
38	70816269	C	02/24/2026	14176	BOUNTIFUL HIGH SCHOOL	325.00
38	70816270	C	02/24/2026	104321	BOX ELDER SCHOOL DISTRICT	3,705.67
38	70816271	C	02/24/2026	31658	BSN SPORTS	11,289.68
38	70816272	C	02/24/2026	14583	CASTLE MANOR LLC	322.40
38	70816273	C	02/24/2026	40363	CIO MEDICAL SERVICES	440.00
38	70816274	C	02/24/2026	158220	COVER UP	2,809.08
38	70816275	C	02/24/2026	37672	EWELL EDUCATIONAL SERVICES INC	75.00
38	70816276	C	02/24/2026	106202	JOHN FINDLAY	150.00
38	70816277	C	02/24/2026	109665	A J GILMORE	768.00
38	70816278	C	02/24/2026	4790	HOME DEPOT CREDIT SERVICE	928.03
38	70816279	C	02/24/2026	109248	J W PEPPER MUSIC	32.00
38	70816280	C	02/24/2026	25119	SIZZLING PLATTER	399.36
38	70816281	C	02/24/2026	110567	LIVE ENTERTAINMENT DESIGN	110.00
38	70816282	C	02/24/2026	4880	WURTH LOUIS & COMPANY	303.01
38	70816283	C	02/24/2026	74055	M&K GRAPHICS AND APPAREL	1,015.99
38	70816284	C	02/24/2026	10804	MUSIC THEATRE INTERNATIONAL	1,980.00
38	70816285	C	02/24/2026	4901	NASSP	385.00
38	70816286	C	02/24/2026	4979	O'REILLY AUTOMOTIVE	59.81
38	70816287	C	02/24/2026	4960	OLD GRIST MILL BREAD	219.37
38	70816288	C	02/24/2026	110378	JESSE THOMAS ROBERTS	1,032.18
38	70816289	C	02/24/2026	111790	SUNSTONE POTTERY	1,200.00
38	70816290	C	02/24/2026	76333	TEAM ALLIED	199.39
38	70816291	C	02/24/2026	35335	TECHNOLOGY STUDENT ASSOCIATION	10.00
38	70816292	C	02/24/2026	6149	THE LOGO SHOP	1,363.75
38	70816293	C	02/24/2026	11193	THE PEAK OF UTAH	100.00
38	70816294	C	02/24/2026	75426	TREVIPAY-WALMART	807.02
38	70816295	C	02/24/2026	7536	GAME ONE	4,157.78
38	70816296	C	02/24/2026	18392	USA WRESTLING UTAH	1,900.00
38	70816297	C	02/24/2026	110475	AUSTIN WEYAND	150.00
38	70816298	C	02/24/2026	40193	WHEELWRIGHT LUMBER COMPANY INC	90.07
<b>Total Bank: 38</b>						<b>\$207,497.63</b>
39	77800642	C	02/12/2026	1	BOX ELDER SCHOOL DISTRICT	127.32
39	77800643	C	02/12/2026	104321	BOX ELDER SCHOOL DISTRICT	237.58
39	77800644	C	02/13/2026	75426	TREVIPAY-WALMART	6.73
39	77800645	C	02/13/2026	104321	BOX ELDER SCHOOL DISTRICT	578.85
39	77800646	C	02/17/2026	804825	SUNRISE HIGH SCHOOL	100.00
39	77800647	C	02/17/2026	804825	SUNRISE HIGH SCHOOL	431.00
<b>Total Bank: 39</b>						<b>\$1,481.48</b>

**Check Register Summary**

Batch Year: 26 Bank: All Date Range: 02/01/2026 - 02/28/2026

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
<b>Total Computer Checks:</b>						<b>\$2,928,069.11</b>
<b>Total Manual Checks:</b>						<b>\$3,472,194.47</b>
<b>Total ACH Checks:</b>						<b>\$732,413.06</b>
<b>Total Other Checks:</b>						<b>\$0.00</b>
<b>Total Electronic Checks:</b>						<b>\$0.00</b>
<b>Total Computer Voids:</b>						<b>-\$1,347.42</b>
<b>Total Manual Voids:</b>						<b>\$0.00</b>
<b>Total ACH Voids:</b>						<b>\$0.00</b>
<b>Total Other Voids:</b>						<b>\$0.00</b>
<b>Total Electronic Voids:</b>						<b>\$0.00</b>
<b>Grand Total:</b>						<b>\$7,131,329.22</b>
<b>Number of Checks:</b>						<b>651</b>

Batch Year	Batch	Amount
26	000369	-36.15
26	000778	-1,200.00
26	001297	55.78
26	001339	6,472.12
26	001394	1,140.16
26	001396	299.25
26	001430	306,489.55
26	001431	7,475.19
26	001432	46,538.37
26	001433	348,476.05
26	001434	962.16
26	001435	8,750.74
26	001436	8,650.54
26	001437	441.95
26	001454	4,485.91
26	001456	876.00
26	001457	80.00
26	001459	14,875.45
26	001470	763.16
26	001486	119,796.82
26	001487	23,826.57
26	001490	26.70
26	001491	1,021.84
26	001501	225.00
26	001506	94,232.61
26	001507	52,418.44
26	001508	47,131.77
26	001509	72,948.43
26	001510	104,382.89
26	001511	1,800.94
26	001512	131.98
26	001513	437.51
26	001516	1,012.03
26	001519	29,395.51
26	001528	1,797.34
26	001534	21,873.58
26	001535	6,039.44
26	001538	364.90
26	001546	578.85
26	001547	6.73
26	001550	1,284.43
26	001551	19,259.29
26	001552	118,784.63
26	001553	363,606.23
26	001554	30,807.82
26	001555	63,625.03
26	001556	1,921.00

**Check Register Summary**

Batch Year: 26    Bank: All    Date Range: 02/01/2026 - 02/28/2026

Batch Year	Batch	Amount
26	001557	745.30
26	001558	200.76
26	001559	162.64
26	001560	531.00
26	001569	56,057.17
26	001570	20,958.85
26	001571	452.52
26	001572	78.00
26	001574	131,979.95
26	001575	78,059.57
26	001576	28,813.43
26	001577	68,860.30
26	001578	90.00
26	001579	2,227.99
26	001584	888.50
26	001591	5,150.76
26	001592	5,364.67
26	001593	100.00
26	001594	3,252.40
26	001596	4,574,308.67
26	001598	44,643.38
26	001599	21,162.17
26	001600	124,073.89
26	001638	14,921.72
26	001642	9,544.70
26	001644	3,116.34
26	001659	1,250.00

For March 11, 2026 Board Meeting

**Leaving the District**

<i>Site</i>	<i>Employee</i>	<i>Position</i>	<i>Reason</i>
BRMS	Fleur Esplin	Cook	Resigned
TMC	Kortlin Argyle	ED Para	Resigned
Golden Spike	Tami Smith	Instructional Para	Resigned
District Office	Lisa Weems	Assessment Team	Resigned
ACYI	Robynlee Sleight	Cook	Resigned
McKinley	Angela Graves	Math Para	Resigned
North Park	Katie Smuin	Computer Prep Para	Resigned
Transportation	Martin Soholt	Bus Driver	Resigned
Golden Spike	Vanessa Sills	Instructional Para	Resigned
Golden Spike	Luis Ventura	Student Custodian	Resigned
Golden Spike	Jami Jaques	Instructional Para/ Duty Supervisor	Resigned

**New Hires - None**

<i>Site</i>	<i>Employee</i>	<i>Position</i>
Golden Spike	Rylee Chase	Resource Para
BEMS	Noah Williams	ELL Para
Golden Spike	Addilyn Jensen	Functional Skills Para
Garland	Heidi Hurlbert	Functional Skills Para
BRHS	Lisa Brown	Custodian
Golden Spike	Richard Ramirez	ALC Para
BEHS	Valerie Nordgren	ED Para
Golden Spike	McKenzie Ketsdever	Functional Skills Para
Lake View	Jennifer Penland	ELL Teacher
Willard	Noah Merrell	Custodian
Century	Mikayla Swartz	Instructional Para
Century	Dixie Brenchley	Instructional Para
BRHS	Gehrig Marble	ED Para
Fielding	Taylee Haslam	LEAP Para
BRMS	Suzie Buttars	Cook
Golden Spike	Cary "CJ" Nicholas	Early Intervention Para
Golden Spike	Cody King	Behavior Para

**Box Elder School District**  
**Approval for Budget Request for Child Nutrition Freezer**

**Recommendation:** It is recommended that the Board of Education approve the budget request for \$56,621 for a new freezer for the child nutrition program.

**Background:** The Child Nutrition program lacks adequate freezer capacity space on the south end of the District for food storage. To remedy this, it is proposed to install a walk-in freezer at the ILSC to allow for additional storage space.

**Policy Implications:** None

**Financial Implications:** The Board of Education will expend \$36,50 from the Child Nutrition program and \$22,117 from the Capital Outlay Fund.

**Staff Implications:** None at this time.



# AIA® Document A133® – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**AGREEMENT** made as of the 13th day of November in the year 2025  
(In words, indicate day, month, and year.)

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

Box Elder School District  
960 South Main Street  
Brigham City, UT 84302

and the Construction Manager:  
(Name, legal status, address, and other information)

Hughes General Contractors, Inc.  
PO Box 540700  
900 North Redwood Road  
North Salt Lake, UT 84054

for the following Project:  
(Name, location, and detailed description)

Addition to Discovery Elementary - Box Elder SD  
820 North 500 West  
Brigham City, UT

The Architect:  
(Name, legal status, address, and other information)

Design West Architects  
255 South 300 West  
Logan, UT 84321

The Owner and Construction Manager agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT  
EXHIBIT B INSURANCE AND BONDS

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

To Be Determined

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

An addition to the existing school consisting of 12 classrooms, a gymnasium (approx. 90 x 60), restrooms, common area, itinerant offices, bus drop off/pick up, and additional parking

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

*(Provide total and, if known, a line item breakdown.)*

Anticipated Construction Cost: \$11,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:  
To Be Determined
- .2 Construction commencement date:  
To Be Determined
- .3 Substantial Completion date or dates:  
To Be Determined
- .4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
*(Identify any requirements for fast-track scheduling or phased construction.)*

To Be Determined

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere.)*

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
*(List name, address, and other contact information.)*

Corey Thompson  
Box Elder School District  
960 South Main Street  
Brigham City, UT 84302

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
*(List name, address and other contact information.)*

Stephen Williams

Init.

Design West Architects  
255 South 300 West  
Logan, UT 84321

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:  
*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

§ 1.1.11 The Architect's representative:  
*(List name, address, and other contact information.)*

Stephen Williams  
Design West Architects  
255 South 300 West  
Logan, UT 84321

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
*(List name, address, and other contact information.)*

Mark Spence  
Hughes General Contractors, Inc.  
PO Box 540700  
900 North Redwood Road  
North Salt Lake, UT 84054

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:  
*(List any Owner-specific requirements to be included in the staffing plan.)*

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:  
*(List any Owner-specific requirements for subcontractor procurement.)*

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### **§ 3.1 Preconstruction Phase**

#### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

**§ 3.1.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### **§ 3.1.3 Consultation**

**§ 3.1.3.1** The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

#### **§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

#### **§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

#### **§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement.

The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

**§ 3.1.11 Subcontractors and Suppliers**

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

**§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

**§ 3.1.13 Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

**§ 3.1.14 Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

**§ 3.2 Guaranteed Maximum Price Proposal**

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The

Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

**§ 3.2.2** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

**§ 3.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

**§ 3.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 3.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

**§ 3.2.7** The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

**§ 3.2.8** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

**§ 3.2.9** The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### **§ 3.3 Construction Phase**

#### **§ 3.3.1 General**

**§ 3.3.1.1** For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

#### § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

### ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

#### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

\$10,650

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

**Individual or Position**

**Rate**

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Six ( 6 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

**§ 5.2 Payments**

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.  
*(Insert rate of monthly or annual interest agreed upon.)*

1.5 % per month

**ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 6.1 Contract Sum**

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

2% of Construction Cost

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

2% Change Order O&P Percentage; 7% Self Performed Work Mark-up; 9% Combined change order mark-up for the CM/GC

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred Five percent ( 105 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

\$500 per calendar day for failure to obtain substantial completion

§ 6.1.7 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

## § 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

## § 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

§ 6.3.6 In calculating adjustments to the Guaranteed Maximum Price, an "Event of Force Majeure" shall mean and refer to delays caused by reason of strikes, lock-outs, inability to procure materials, delays in transportation, failure of power, unusual governmental delay, including but not limited to any unusual period of time required to obtain any building or similar permit, riots, insurrection, war, fire or other casualties, acts of God, pandemic, epidemic, outbreak of infectious diseases or other public health crisis, including quarantine, governmental restrictions, or other employee restrictions as a result thereof, and inability to obtain labor or materials or reasonable substitutes as a direct result of the immediate foregoing, extreme rain or other adverse weather conditions beyond normal conditions for the season, or any other reason not reasonably within the control of the party so delayed, hindered or prevented, from performing work or doing any act required under the terms of this Agreement. An Event of Force Majeure shall be considered outside Construction Manager's control, and shall constitute justification for a delay under Article 8.3.1 of AIA Document A201–2017. Notwithstanding the foregoing, any extension of time for such Event of Force Majeure shall be conditioned upon the Owner having actual knowledge of the Event of Force Majeure, or the party seeking an extension of time notifying the other of the existence of such an Event of Force Majeure within twenty-one (21) business days of the commencement of the delay caused by the Event of Force Majeure and shall terminate upon cessation of such Event of Force Majeure. Notwithstanding anything to the contrary contained herein, in no event shall any party be entitled to claim Force Majeure in the aggregate across all events of more than 90 total days. The parties shall make reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by any Event of Force Majeure by among other things, recourse to alternate acceptable sources of services, equipment, materials and labor, and shall use reasonable efforts to ensure resumption of normal performance of the Contract Documents after the termination of any Event of Force Majeure and shall perform all of the obligations under the Contract Documents to the maximum extent practicable and agreed between the parties to this Contract. Contractor's sole remedy upon the occurrence of an Event of Force Majeure shall be an adjustment as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction

## **ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **§ 7.1 Costs to Be Reimbursed**

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

**§ 7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### **§ 7.2 Labor Costs**

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ 7.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

**§ 7.2.2.1** Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

Superintendent \$85/Hour as listed on the proposal form

Project Manager \$85/Hour as listed on the proposal form

Project Executive \$100/Hour as listed on the proposal form

**§ 7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ 7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### **§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### **§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### **§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials,

supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

#### § 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

### § 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

**ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

**ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

**ARTICLE 10 ACCOUNTING RECORDS**

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5%

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

Preconstruction Fees

Amounts for Bonds and Insurance

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

init.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated,

taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

### § 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

1.5 % per month

## ARTICLE 12 DISPUTE RESOLUTION

### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 13 TERMINATION OR SUSPENSION

### § 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## § 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

### § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

### § 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million ( \$ 1,000,000 ) for each occurrence and Two Million ( \$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million ( \$ 1,000,000 ) combined single limit per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower

coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million (\$ 1,000,000 ) each accident, One Million (\$ 1,000,000 ) each employee, and One Million (\$ 1,000,000 ) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million (\$ 1,000,000 ) per claim and One Million (\$ 1,000,000 ) in the aggregate.

§ 14.3.1.6 Other Insurance

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

Coverage	Limits
Performance and Payment Bond	100% of the GMP Amount
Box Elder School District to provide Builders Risk Insurance Policy for the project. Policy must be an "All Risk" type policy. Box Elder School District is responsible for any deductibles.	

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 14.5 Other provisions:

**ARTICLE 15 SCOPE OF THE AGREEMENT**

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

Init.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction

.6 Other Exhibits:  
*(Check all boxes that apply.)*

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
*(Insert the date of the E234-2019 incorporated into this Agreement.)*

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.7 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
 OWNER *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*



\_\_\_\_\_  
 CONSTRUCTION MANAGER *(Signature)*

Kendall Smith VP Building

\_\_\_\_\_  
*(Printed name and title)*

UT DOPL #5032616-5501



# Document A133® – 2019 Exhibit B

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 13th day of November in the year 2025  
*(In words, indicate day, month and year.)*

for the following **PROJECT**:  
*(Name and location or address)*

Addition to Discovery Elementary - Box Elder SD  
820 North 500 West  
Brigham City, UT

**THE OWNER:**  
*(Name, legal status, and address)*

Box Elder School District  
960 South Main Street  
Brigham City, UT 84302

**THE CONSTRUCTION MANAGER:**  
*(Name, legal status, and address)*

Hughes General Contractors, Inc.  
PO Box 540700  
900 North Redwood Road  
North Salt Lake, UT 84054

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

### TABLE OF ARTICLES

- B.1 GENERAL
- B.2 OWNER'S INSURANCE
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- B.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### ARTICLE B.2 OWNER'S INSURANCE

##### § B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by

Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ B.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

**§ B.2.3 Required Property Insurance**

**§ B.2.3.1** Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. Owner is responsible to pay the deductible.

**§ B.2.3.1.1 Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

**Cause of Loss**

**Sub-Limit**

**§ B.2.3.1.2 Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

**Coverage**

**Sub-Limit**

**§ B.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ B.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ B.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ B.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ B.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ B.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

**§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

**§ B.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage

Limits

**ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**

**§ B.3.1 General**

**§ B.3.1.1 Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

**§ B.3.1.2 Deductibles and Self-Insured Retentions.** The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

**§ B.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ B.3.2 Construction Manager's Required Insurance Coverage**

**§ B.3.2.1** The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ B.3.2.2 Commercial General Liability**

**§ B.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million ( \$ 1,000,000 ) each occurrence, Two Million ( \$ 2,000,000 ) general aggregate, and Two Million ( \$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

**§ B.3.2.2.2** The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million ( \$ 1,000,000 ) combined single limit per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ B.3.2.4** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ B.3.2.5** Workers' Compensation at statutory limits.

**§ B.3.2.6** Employers' Liability with policy limits not less than One Million ( \$ 1,000,000 ) each accident, One Million ( \$ 1,000,000 ) each employee, and One Million ( \$ 1,000,000 ) policy limit.

**§ B.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ B.3.2.8** If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million ( \$ 1,000,000 ) per claim and One Million ( \$ 1,000,000 ) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

**§ B.3.3 Construction Manager's Other Insurance Coverage**

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- [ ] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.*

*Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- [ ] § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

- [ ] § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [ ] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [ ] § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- [ ] § B.3.3.2.6 Other Insurance  
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
----------	--------

**§ B.3.4 Performance Bond and Payment Bond**

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of GMP
Performance Bond	100% of GMP

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

 **AIA® Document A133® – 2019**

**Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**AGREEMENT** made as of the 25 day of November in the year 2025  
*(In words, indicate day, month, and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address, and other information)*

Box Elder School District  
960 South Main  
Brigham City, Utah 84302  
Telephone Number: (435)734-4800

and the Construction Manager:  
*(Name, legal status, address, and other information)*

DWA Construction, Inc.  
76 West 2400 North  
North Logan, Utah 84341  
Telephone Number: (435)752-6860  
Fax Number: (435)752-7606

for the following Project:  
*(Name, location, and detailed description)*

Box Elder School District New Elementary #14  
West Tremonton

The Architect:  
*(Name, legal status, address, and other information)*

VCBO Architecture  
524 South 600 East  
Salt Lake City, Utah 84102  
Telephone Number: (801)575-8800

The Owner and Construction Manager agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
- EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

See Attachment A

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

See Attachment A

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

*(Provide total and, if known, a line item breakdown.)*

Init.

\$38,000,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

See Attachment A

.2 Construction commencement date:

See Attachment A

.3 Substantial Completion date or dates:

See Attachment A

.4 Other milestone dates:

See Attachment A

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

*(Identify any requirements for fast-track scheduling or phased construction.)*

None

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

*(Identify special characteristics or needs of the Project not provided elsewhere.)*

See Attachment A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

*(List name, address, and other contact information.)*

Corey Thompson  
960 South Main  
Brigham City, Utah 84302  
Telephone Number: (435)734-4800

Email Address: corey.thompson@besd.net

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

*(List name, address and other contact information.)*

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:50:20 ET on 01/28/2026 under Order No.500027690 which expires on 01/28/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(3B9ADA3D)

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

ACache Corp.

.2 Civil Engineer:

By Architect

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

By Architect

§ 1.1.11 The Architect's representative:  
(List name, address, and other contact information.)

David Cox  
524 South 600 East  
Salt Lake City, Utah 84102

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
(List name, address, and other contact information.)

Wayne D Anderson  
76 West 2400 North  
North Logan, Utah 84341  
Telephone Number: (435)752-6860

Email Address: wayne.a@dwaconstruct.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:  
(List any Owner-specific requirements to be included in the staffing plan.)

See Attachment A

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:  
(List any Owner-specific requirements for subcontractor procurement.)

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:50:20 ET on 01/28/2026 under Order No.500027690 which expires on 01/28/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA3D)

See Attachment A

§ 1.1.15 Other Initial Information on which this Agreement is based:

See Attachment A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:50:20 ET on 01/28/2026 under Order No.500027690 which expires on 01/28/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.  
User Notes:

(3B9ADA3D)

case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### **§ 3.1 Preconstruction Phase**

#### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

**§ 3.1.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### **§ 3.1.3 Consultation**

**§ 3.1.3.1** The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

#### **§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

#### **§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

#### **§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

Init.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### § 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

#### § 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### § 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

#### § 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

### **§ 3.2 Guaranteed Maximum Price Proposal**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

**§ 3.2.2** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

**§ 3.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

**§ 3.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both. Owners approval of GMP if GMP has deviations from specified products will override Architects Plan and Specifications.

**§ 3.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

**§ 3.2.7** The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

**§ 3.2.8** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

#### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

#### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

#### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:50:20 ET on 01/28/2026 under Order No.500027690 which expires on 01/28/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(3B9ADA3D)

contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.4.1** The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 4.1.4.2** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 4.1.4.3** The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 4.1.5** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

**§ 4.1.6** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

## **§ 4.2 Owner's Designated Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 4.2.1 Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

## **§ 4.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

Init.

**ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**

**§ 5.1 Compensation**

§ 5.1.1 For the Construction Manager’s Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Attachment B - Cost Proposal Dated 10/30/2025

Item A - Preconstruction Fee \$6,730.00

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager’s Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

**Individual or Position**

**Rate**

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six ( 6 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

**§ 5.2 Payments**

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

*(Insert rate of monthly or annual interest agreed upon.)*

8 % per annum

**ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 6.1 Contract Sum**

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

§ 6.1.2 The Construction Manager’s Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)*

Attachment B - Cost Proposal Dated 10/30/2025

Item B - Construction Management Fee \$570,000.00 or 1.5% fee will be paid on which is greater based on GMP

Item C - Cost of Bonds \$189,000.00 or greater amount adjusted by final GMP and current rates

§ 6.1.3 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

Attachment B- Cost Proposal Dated 10/30/2025

Itemd E - Contractor Change Order Markup 10%

Item F - Self Performed Work Markup 10% to Labor And Material 41% for Labor Burden

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:50:20 ET on 01/28/2026 under Order No.500027690 which expires on 01/28/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(3B9ADA3D)

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

No more than 15% and adjustable per the bid specifications

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent ( 110 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

None

§ 6.1.7 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

None

### § 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

### § 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:50:20 ET on 01/28/2026 under Order No.500027690 which expires on 01/28/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA3D)

## ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

See Attachment B

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### § 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage.

### § 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work..

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation,

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:50:20 ET on 01/28/2026 under Order No.500027690 which expires on 01/28/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(3B9ADA3D)

installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

#### § 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:50:20 ET on 01/28/2026 under Order No.500027690 which expires on 01/28/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA3D)

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

#### § 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:50:20 ET on 01/28/2026 under Order No.500027690 which expires on 01/28/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(3B9ADA3D)

- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

#### **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Construction Manager/General Contractor..

#### **§ 8.2**

#### **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. . The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

#### **ARTICLE 10 ACCOUNTING RECORDS**

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. . The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. All time for Construction Manager's personnel will be compensated by Owner for audit.

#### **ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

##### **§ 11.1 Progress Payments**

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:50:20 ET on 01/28/2026 under Order No.500027690 which expires on 01/28/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA3D)

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 .

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy . The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:50:20 ET on 01/28/2026 under Order No.500027690 which expires on 01/28/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA3D)

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

**§ 11.1.8 Retainage**

**§ 11.1.8.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5%

**§ 11.1.8.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

General conditions, insurance, and suppliers as per Utah law

**§ 11.1.8.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

Retention can be released for any trade that is completed prior to substantial completion. i.e. structural steel, insulation, etc.

**§ 11.1.8.3** Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner’s audit and reconciliation, upon Substantial Completion.)*

**§ 11.1.9** If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 11.1.10** Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site. Excluding elevators and other specialty items.

**§ 11.1.11** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts.

**§ 11.1.12** In taking action on the Construction Manager’s Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made

Init.

examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

## § 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

Init.

8 % per annum

## ARTICLE 12 DISPUTE RESOLUTION

### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- [ X ] Arbitration pursuant to Article 15 of AIA Document A201–2017
- [ ] Litigation in a court of competent jurisdiction
- [ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 13 TERMINATION OR SUSPENSION

### § 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of

termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## **§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**

### **§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

### **§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such

Init.

papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

#### **§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

10% of the cost of construction

#### **§ 13.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

### **ARTICLE 14 MISCELLANEOUS PROVISIONS**

**§ 14.1** Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

#### **§ 14.2 Successors and Assigns**

**§ 14.2.1** The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 14.2.2** The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

#### **§ 14.3 Insurance and Bonds**

##### **§ 14.3.1 Preconstruction Phase**

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

**§ 14.3.1.1** Commercial General Liability with policy limits of not less than one million (\$ \$1,000,000.00 ) for each occurrence and two million (\$ \$2,000,000.00 ) in the aggregate for bodily injury and property damage.

**§ 14.3.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million (\$ \$1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 14.3.1.3** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:50:20 ET on 01/28/2026 under Order No.500027690 which expires on 01/28/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(3B9ADA3D)

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than five hundred thousand (\$ 500,000.00 ) each accident, five hundred thousand (\$ 500,000.00 ) each employee, and five hundred thousand (\$ 500,000.00 ) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million (\$ 1,000,000.00 ) per claim and five hundred thousand (\$ 500,000.00 ) in the aggregate.

**§ 14.3.1.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

Coverage	Limits
----------	--------

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

**§ 14.3.2 Construction Phase**

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 14.5 Other provisions:**

Due to the nature of this project, it may be necessary to extend the contract for multiple years. This contract shall remain valid until the completion of the project. The owner and CM/GC agree to negotiate any inflationary costs that may become necessary due to the projects extended timeline.

**ARTICLE 15 SCOPE OF THE AGREEMENT**

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:50:20 ET on 01/28/2026 under Order No.500027690 which expires on 01/28/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(3B9ADA3D)

- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

.6 Other Exhibits:  
*(Check all boxes that apply.)*

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
 (Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.7 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

Attachment A - RFP dated October 2025

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
 OWNER (Signature)

Neil Stevens, Business Administrator  
 (Printed name and title)

  
 CONSTRUCTION MANAGER (Signature)

Wayne D Anderson, President  
 (Printed name and title)

# ATTACHMENT A

**Box Elder School District  
960 South Main  
Brigham City, Utah 84302**

---

## **Request for Proposals, CM/GC:**

**New Construction of Elementary School**

**Located in Tremonton**

**Date: October 2025**

---

### **NOTICE TO CONSTRUCTION MANAGEMENT / GENERAL CONTRACTORS**

The Board of Education of Box Elder School District is accepting Proposals from qualified firms to perform Construction Management (original plan from 2017 will need to be brought up to current codes) and General Contractor services for the following project:

The Board of Education for Box Elder School District is accepting proposals from qualified Construction Management/General Contracting firms for the construction of a new elementary school (ES #14 until a permanent name is determined) at 2800 west 500 north Tremonton, Utah.

In spring of 2017 Box Elder School District selected and contracted with VCBO as the Architect and DWA as the CM/GC to design and construct an elementary school in the west side of Tremonton Utah. In spring of 2018 with the design ready for bid the school board voted to table the construction due to enrollment numbers. BESD is now moving forward with the construction; however, the state is requiring we request new CM/GC proposals for the project. **Submitted proposals will be accepted in hard copy as explained in this RFP.**

## **SUBMITTAL REQUIREMENTS**

All questions, inquiries, or requests for information, clarification, or interpretation arising subsequent to the issuance of this RFP shall be submitted in writing through Utah State Procurement U3P-Bonfire platform. Answers will be given through the U3P-Bonfire Platform. Questions submitted by email, phone, or other methods will not be considered.

Candidates are cautioned not to contact members of the Board of Education or District Administration Staff.

Submitted proposals will be evaluated by the District as to the ability of each firm to perform the required work in a satisfactory and timely manner and analysis of CM fees and general conditions costs requested herein. The District may select a CM/GC from the proposal statement submitted or it may elect to conduct interviews with the firms for final selection by the Board of Education.

From the issue date of this RFP until the final contract award, if any, is made or this RFP process is otherwise concluded, offerors are not allowed to communicate about the subject of this RFP with any employee of the Box Elder School District associated with this RFP. If an offeror violates this provision, the District reserves the right to reject the offeror's proposal.

The District reserves the right to reject any or all submittals, or to waive any formality or technicality in any submittal, in the best interests of the District.

## **REQUEST FOR PROPOSAL**

### **CONSTRUCTION MANAGER / GENERAL CONTRACTOR**

Box Elder School District is seeking statements of qualifications from qualified, public school experienced CM/GC Firms for CM/GC services for a new 83,000 sf elementary school to be constructed in Tremonton, Utah. Original custom design from 2017 as stated above.

Estimated Construction Budget - \$38,000,000.00

Anticipated Construction Start – Spring 2026

The goal of the project is to construct a new 83,000 sf elementary school on a developed 11.7 acre site owned by Box Elder School District.

Please consider the following specifics;

- Location: 2800 west 500 north, Tremonton, Utah
- Approximately 83,000 square feet, single story
- The architect is VCBO

### **Firm Selection Schedule:**

- |                                 |                   |          |
|---------------------------------|-------------------|----------|
| ● Pre-qualifications Statement  | October 22, 2025  | 1:00 PM  |
| ▪ Attachment B                  |                   |          |
| ○ Box Elder School District     |                   |          |
| ○ ATTN: Facilities Management   |                   |          |
| ○ 960 South Main                |                   |          |
| ○ Brigham City, UT 84302        |                   |          |
| ● Questions Deadline            | October 24, 2025  | 10:00 AM |
| ● RFP Submittal Due             | October 30, 2025  | 10:00 AM |
| ● Possible interviews           | November 10, 2025 |          |
| ● Selection Finalized           | November 11, 2025 |          |
| ● Propose CM/GC to School Board | November 12, 2025 |          |
| ● Negotiation of Contract       | November 19, 2025 |          |

### **Mandatory Minimum Requirement**

- Attachment B, Pre-Qualification Statement, submitted to the school district by date listed above, one hard copy, failure to submit an acceptable Statement will disqualify a firm from submitting a proposal
- Attachment C, General Conditions and Fee Break Down - submitted separately from the proposal for evaluation after proposal/interview scoring is complete

### **Work of the CM includes but is not limited to the following:**

1. Consulting with the Owner and the Architect to provide value engineering throughout the project.
2. Overall construction management of the project.
3. At the direction of the District, obtaining bids for all subcontractor trades and materials. Labor and material contracts and payment on these contracts will be the responsibility of the CM.
4. The development and control of an integrated project construction, procurement, and submittal schedules, as well as a detailed schedule of values.
5. The CM, working closely with the Architect, will be required to provide a guaranteed maximum construction price (GMP). The GMP will also include a construction contingency amount, which is mutually agreed to by the Owner, Architect and the CM.

The final buyout cost of the project shall not exceed the GMP including contingency. This will be a provision of the CM contract with the District for this work. The agreement between the

Owner and the successful CM will be written in the 2017 AIA A101 format together with the AIA A201 general conditions.

**Proposal Submittal**

**Proposals/Qualifications (10 hard copies) are to be submitted to Box Elder School District by 10:00 AM, October 30, 2025, located at:**

Box Elder School District  
ATTN: Facilities Management  
960 South Main  
Brigham City, UT 84302

Late submittals will be rejected without consideration. The District assumes no responsibility for costs related to the preparation of submittals.

**Note:** Cost proposals are to be submitted separately from the main proposal.

**General Proposal Information - Include the following in your proposal:**

1. Name of the firm and location of all its offices, specifically indicating the principal place of business, and main contact information for the point person representing this proposal.
2. The number of years the firm has been doing business, including all previous firm names.
3. The average number of employees over the past five years.
4. The total experience of the firm in providing CM services on projects of this exact type reflecting technical capabilities and project experience with a minimum of five (5) similar projects.
5. Identify project goals that were not achieved and describe the reasons why. What has the firm done since that point to ensure the issue(s) does(do) not repeat

Provide the names, titles and direct phone numbers of client contacts who can accurately discuss the firm's performance on the above listed projects.

Propose contract payment structures that would be mutually advantageous to both the CM and the District in ensuring that the construction projects are delivered for the lowest possible cost, at the highest possible quality.

Provide a brief outline identifying the manner in which the firm will organize and manage this project. Provide key information that the Owner will need to identify specifically how the firm will achieve the following project goals:

- a. Meeting agreed upon completion schedule
- b. Holding cost of construction to the budget identified
- c. Maintaining high quality construction from subcontractors and your firm
- d. Managing and coordinating the final detailing, punch listing and closeout of the projects to meet the schedule as shown in the master project schedules
- e. Obtaining multiple and competitive bids required to perform the work of these projects
- f. Coordinating the work of and managing schedules of subcontractors to ensure subcontractors are available on site as required to maintain the original schedule.

**Contract Requirements:**

1. The Construction Manager (CM) shall review the above schedule and all submitted fee items herein shall be based on the schedule.
2. It is the responsibility of the CM to advise the District within this proposal of his/her disagreement with the above schedule and submit his/her proposal based on his/her revised schedule. Proposals submitted based on the District's schedule imply complete acceptance of the schedule by the CM for the duration of the project.
3. Provide a written detailed description of the CM services the firm will provide for the fee list submitted in this proposal.
4. The CM will be responsible for reviewing and approving the final design and construction documents for constructability and completeness prior to bidding to verify that the firm agrees that the design is constructible and sufficient information is provided to insure accurate bidding.

**PROPOSAL EVALUATION CRITERIA:**

Proposals of finalists will be examined closely utilizing evaluation criteria to select a general contractor for the identified project(s). Final selection criteria and the relative importance of each evaluation factor will be based on the following

1. **Experience on similar projects using CM/GC At-Risk Construction Methodology** (30 points).
2. **CM Management Plan, identify all current projects and how your firm can fit this build into your work load** (25 points).
3. **Proposed on-site management team resumes** (30 points).
4. **Interview, if needed; *points will start over*** (20 points)
5. **Cost/Fee** according to Proposal 15 points (calculated after other scoring is finalized)
  - a. Total General Conditions + CM Fee = Cost
  - b. Lowest cost will receive 10 points. All other cost proposals will be compared against the average of all cost proposals with no proposal receiving more than 10 points.
    - i. Ex:  $(\text{ave. of all cost proposals}) / \text{individual cost proposal} = \text{points}$
  - c. Combined Change Order % = Change Order Fees
  - d. Lowest Change Order Fees will receive 5 points. All other change order fee proposals will be compared against the average of all change order fee proposals with no firm receiving more than 5 points.
    - i. Same calculations as with cost proposal comparisons
  - e. Box Elder School District reserves the right to question any comparative outlying cost proposals for accuracy

**Costs and fees will be evaluated independently from the proposal, and, for that reason, must be submitted separately from the technical proposal (Reference Attachment C).** Failure to submit costs separately may result in a proposal being determined as non-responsive. Inclusion of any cost or pricing data within the proposal may also result in a proposal being determined to be non-responsive. Cost proposals that are made conditional on other cost proposals being submitted, such as adding the phrase after the cost proposed “or \$1 less than the lowest bid” may also result in a proposal being determined to be non-responsive.

Responsiveness and acceptability. All aspects and questions of the RFP must be complete and acceptable to the district for the proposal to be considered.

Note: Any change in these key personnel once the project is awarded must receive prior approval of the owner and architect.

By submitting a proposal in response to this RFP, the offeror acknowledges that the requirements, scope of work, and the evaluation process outlined in the RFP are fair, equitable, not unduly restrictive, and understood and agreed to. Any exceptions to the content of the RFP must be protested to the protest officer prior to the closing date and time for submission of the proposal. Proposals must be received by the posted due date and time.

### **Award**

To determine which proposal provides the best value to the procurement unit, the evaluation committee shall evaluate each responsive and responsible proposal that has not been disqualified from consideration under the provisions of Part 7 of Utah Code 63G-6a, using the criteria described in this RFP.

After the evaluation and final scoring of proposals is completed, the Procurement Unit shall award the contract as soon as practicable (subject to the requirements of Utah Code Section 63G-6a-707(10)) to the eligible responsive and responsible Offeror(s), subject to Utah Code Section 63G-6a-707(10), provided the RFP is not canceled in accordance with Utah Code Section 63G-6a-902.

### **Protected Information**

Offerors may request that part of its proposal be protected by submitting a Claim of Business Confidentiality Form. Pricing may not be classified as confidential or protected and will be considered public information.

Process for Requesting Non-Disclosure: To protect information under a Claim of Business Confidentiality, an Offeror must complete the Claim of Business Confidentiality form at the time the proposal is submitted with the following information:

Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)). Submit an electronic "redacted" (excluding protected information) copy of the proposal. Copy must clearly be marked "Redacted Version." The Claim of Business Confidentiality form may be accessed at:

<https://purchasing.utah.gov/wp-content/uploads/Business-Request-for-GRAMA-Business-Confidentiality-Claim.pdf>

An entire proposal cannot be identified as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY".

Redacted Copy: If an Offeror submits a proposal that contains information claimed to be confidential or protected, the Offeror MUST submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out

---

or removed, clearly marked as “Redacted Version”; and one non-redacted version for evaluation purposes clearly marked as; “Protected Business Confidential”

All materials submitted become the property of the Procurement Unit. Materials may be evaluated by anyone designated by the Procurement Unit as part of the evaluation committee. Materials submitted may be returned only at the Procurement Unit’s option.

**Attachment A - Terms and Conditions (from the State)**

**Attachment B - Specific Pre-Qualification Statement and Certification**

**Attachment C - General Conditions and Fee Breakdown**

# ATTACHMENT B

## Attachment C

### General Conditions and Fee Breakdown – BESD New Elementary School

<u>Description</u>	<u>Amount</u>
<b><u>*Pre-Construction Services Cost</u></b>	<b>\$ 6,730.00</b>
Multiple cost estimating	\$ 2,140.00
Field Investigations	\$ 1,450.00
Value engineering	\$ 2,140.00
Associated services	\$ 1,000.00
<b>*Superintendent Cost (total job)</b>	<b>\$ 150,000.00</b>
<b><u>General Conditions</u></b>	
Project Manager	\$ 150,000.00
Project Engineer	\$ 55,125.00
Superintendent Truck	\$ Included Above
Subsistence	\$ N/A
Surveying/Layout	\$ 31,250.00
Jobsite Office Trailers	\$ 39,120.00
Construction Utilities:	\$
WiFi + Telcom	\$ 15,000.00
Electrical	\$ 72,000.00
Temporary Panels	\$ 45,000.00
Temporary Lighting	\$ 12,000.00
Temporary Water Installation	\$ 37,500.00
Job Clean Up Labor	\$ 78,750.00

Jobsite Dumpsters \$ 60,000.00

Insurance:

Contractor's Equipment, Vehicles, etc. \$ Included Below

Liability / Workers Compensation \$ 228,000.00

Temporary Fence & Barricades \$ 43,800.00

Construction Signs \$ 3,840.00

Final Cleaning \$ 76,000.00

Other Costs (if required) \$ 63,940.00

**\*Total General Conditions Costs** \$ 1,060,075

**\*Bond Rate** \$ 189,000.00

Performance, Labor & Materials

**\*CM Fee** Percent (%) of Construction Costs 1.5 %

Change Order O&P percentage 15 %

Self Performance Mark-up 10 %

**\*Combined change order** 12,5 %

Proposed Construction Contingency 1,5 %

Name

Hourly rates of key personnel \$ 150 /hour Project Manager

\$ 120 /hour Senior Estimator

\$ 110 /hour Superintendent

---

If any line item above is not provided for the actual projects through mutual agreement of the CM and the District, the cost of that item will be deleted from monies owed to the CM.

Provide a written detailed description of the CM services your firm will provide to these projects for the fee list submitted in this proposal



# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 27<sup>th</sup> day of January in the year 2026  
(*In words, indicate day, month and year.*)

**BETWEEN** the Architect's client identified as the Owner:  
(*Name, legal status, address and other information*)

Box Elder School District  
960 South Main St.  
Brigham City, UT 84302  
Phone: (435) 734-4800

and the Architect:  
(*Name, legal status, address and other information*)

VCBO Architecture  
524 South 600 East  
Salt Lake City, UT 84102  
Phone: (801) 575-8800

for the following Project:  
(*Name, location and detailed description*)

New Tremonton Elementary School

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

A new, approximately 85,000 square feet one-story elementary school in Tremonton Utah.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Thirty-Eight Million, Two Hundred Fifty Thousand Dollars (\$38,250,000.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Design Kickoff December 2025  
Bidding June 2026.

.2 Construction commencement date:

July 2026

.3 Substantial Completion date or dates:

August 2027

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Design, Bid, Build

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Corey Thompson  
Facilities Director  
Box Elder School District  
960 South Main Street  
Brigham City, UT 84302  
Phone: (435) 734-4800

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

.2

Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

David Cox / Breanna Bonsavage  
VCBO ArchitectureD524  
South 600 East  
Salt Lake City, UT 84102D  
Phone: (801) 575-8800D  
Email: dcox@vcbo.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:  
  
Ensign Engineering & Land Surveying, Inc.D  
45 W. 10000 So., Ste. 500  
Sandy, UT 84070
- .2 Mechanical Engineer:  
  
Resolut  
181 E. 5600 S. #200  
Murray, UT 84115
- .3 Electrical Engineer:  
  
Resolut  
181 E. 5600 S. #200  
Murray, UT 84115
- .4 Civil Engineer:  
  
Meridian Engineering, Inc.  
1628 W. 11010 S., Ste. 102  
South Jordan, UT 84095
- .5 Landscape Architect:  
  
ArcSitio Design, Inc.  
1058 E. 2100 S.  
Salt Lake City, UT 84106
- .6 Food Services:  
  
Jedrziwski Designs, LLC  
1334 East Browning Ave.  
Salt Lake City, UT 84105
- .7 Traffic Engineering:  
  
Hales Engineering, L.L.C.  
1220 N. 500 W., Ste. 202  
Lehi, UT 84043
- .8 Certified Plans Examination & Energy Code Review:  
  
Bryan J. Turner  
434 E. 1800 S.  
Kaysville, UT 84037
- .9 Structural Peer Review:  
  
West Coast Code Consultants, Inc. ("WC3")  
908 W. Gordon Ave. Ste. 3  
Layton, UT 84041

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

Fee proposal dated December 8, 2025.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million dollars (\$2,000,000.00) for each occurrence and four million dollars (\$4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$1,000,000.00) each accident, one million dollars (\$1,000,000.00) each employee, and one million dollars (\$1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$2,000,000.00) per claim and four million dollars (\$4,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. Unless notified otherwise by the Owner in writing, the Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall review and evaluate Owner's directives or substitutions that are provided to the Architect. The Architect shall not be responsible for an Owner's directive or substitution, made without the Architect's knowledge or evaluation, or to which the Architect makes a reasonable objection in writing, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s

Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the work is found to be Substantially Complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, the Architect will cooperate with and assist the Owner during any audit of the Project as conducted by the Owner at any time after Substantial Completion. The Architect’s obligation shall be limited to the duration of the one-year warranty and if an excessive amount of time is required the Architect shall be entitled to Additional Services compensation.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Verification of existing Programming Only	Architect/Owner
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect/Owner
§ 4.1.1.6 Building Information Model management responsibilities	Architect BIM 300 Level
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect (as to color/finishes)
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 14:58:48 ET on 01/30/2026 under Order No.4104246334 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner / (Architect as to Coordination Only)
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	N/A

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

**§ 4.1.1.1 – Programming**

The Architect and the will provide verification of the Owner's existing programming.

**§ 4.1.1.2 – Multiple Preliminary designs**

The Architect and Owner will provide one preliminary design.

**§ 4.1.1.5 – Site Evaluation and Planning**

The Architect and Owner will provide Site evaluation and planning.

**§ 4.1.1.6 – Civil engineering**

The Architect will provide BIM Management

**§ 4.1.1.7 – Development of Building Information Models for post construction use.**

The Architect will provide BIM Information for post construction use.

**§ 4.1.1.8 – Civil engineering**

The Architect will provide civil engineering services.

**§ 4.1.1.9 – Landscape design**

The Architect will provide landscape design services.

**§ 4.1.1.10 – Architectural interior design**

The Architect will provide interior design information for the Project as to colors and finishes only.

**§ 4.1.1.15 – As-Designed record drawings**

Init.

The Architect will provide As-designed record drawings.

**§ 4.1.1.16 – As-Constructed record drawings**

The Architect will provide As-Constructed record drawings.

**§ 4.1.1.21 – Telecommunications/data design**

The Architect will provide Telecommunication and data design.

**§ 4.1.1.22 – Security evaluation and planning**

The Architect and Owner will provide security evaluation planning.

**§ 4.1.1.28 – Multiple bid packages**

The Architect will provide a single bid package.

**§ 4.1.1.29 – Other services provided by specialty consultants**

The Architect and Owner will work with specialty consultants as necessary.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

**§ 4.1.1.1. – Programming.**

The Owner and Architect will provide programming services.

**§ 4.1.1.5 – Site evaluation and planning**

The Owner and Architect will provide Site evaluation and planning.

**§ 4.1.1.23 – Commissioning**

The Owner will provide commissioning services.

**§ 4.1.1.28 – Furniture, furnishings, and equipment design**

The Owner will provide FF&E design. The Architect will provide coordination only for FF&E.

**§ 4.2 Architect’s Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule. The Architect shall perform all services requested by the Owner. Services requested and recognized by the Owner to be necessary after execution of this Agreement which are beyond the scope of services described herein shall be considered Additional Services and the Architect will be appropriate compensated.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Forty-Eight (48) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the

Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish any previous surveys to describe physical characteristics, if requested by Architect, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical or other soils engineers when reasonably requested by the Architect, which request shall include a written explanation of the need for such services, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.14 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered via registered or certified mail to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. The notice of termination or suspension must state with specificity the means by which the Owner may cure its nonperformance, and, the Architect may not terminate or suspend this Agreement if, within thirty (30) days of such notice, the Owner substantially takes such curative measures. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for ninety (90) cumulative days for reasons unrelated to a fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice and upon the Owner's failure to resume the Project within thirty (30) days of such notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than fifteen days' written notice to the Architect for the Owner's convenience and without cause. In the event that Owner chooses to terminate this project without cause, any notification provided for this type of termination will be referenced "cancellation for convenience".

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

To be agreed upon in writing if, and or when the need arises.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be agreed upon in writing if, and or when the need arises.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Utah.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for

the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
*(Insert amount)*

One Million, Five Hundred Thirty Thousand Dollars (\$1,530,000.00).

- .2 Design Services Fee  
*(Insert percentage value)*

Four Percent (4) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

The total costs of construction estimated to be at the time of this agreement are, Thirty-Eight Million, Two Hundred Fifty Thousand Dollars (\$38,250,000.00).

Should costs of construction significantly change, Architects fee will be adjusted accordingly, including any alternates whether accepted for bid or not.

- .3 Other  
*(Describe the method of compensation)*

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Architect will submit to Owner a proposal for approval upon any additional services requested.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

• 2017 – 2025 Code Review & Update.....	\$225,000.00
• Significant Redesign Beyond Lightly Modified Repeat.....	TBD
○ Extensive Kitchen equipment redesign.....	TBD
○ Building expansion to accommodate a chiller.....	TBD
• Certified Plans Examination Plan Review Fee.....	\$5,000.00
• Energy Code Compliance Review Fee.....	\$500.00
• Structural Peer Review Fee.....	\$2,500.00
• State Fire Marshal Review Fee.....	TBD
• State Security Review Fee.....	TBD
• County Health Department Review Fee.....	TBD
• Water Supply Analysis.....	\$2,500.00
• Basic Mechanical Commissioning.....	TBD
• Basic Electrical Commissioning.....	TBD
• PV Array Design and Engineering.....	TBD
• Plat or Permit fees or submissions.....	By Owner
• Distributed Antenna System (DAS) .....	\$3,000.00
• Any off-site development & city roadway designs/modifications.....	TBD
• Topographic, Boundary, & Utility As-Built Survey.....	\$23,450.00
• Traffic Engineering.....	TBD
• Septic System Design, if required.....	TBD
• Door hardware consultant fee.....	\$11,000.00

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

<b>Employee or Category</b>	<b>Rate (\$0.00)</b>
Principal	\$245.00
Project Manager	\$175.00
Interior Designer	\$135.00
Project Coordinator	\$135.00
Graphic Design	\$150.00
BIM Technician/Designer	\$100.00
Project Assistant	\$65.00

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents;
- .4 Postage, handling, and delivery;
- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent (10%) of the expenses incurred.

**§ 11.9 Architect’s Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Ten Percent (10%) per annum.

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the total liability in the aggregate, of the design Architect and the Architect’s officers, directors, partners, employees, agents and sub-consultants, and any of them to the Owner an anyone claiming by, through or under the Owner for any and all claims, losses costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project of this Agreement from any cause or causation including but not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Architect’s offices, directors, employees, agents or sub-consultants, or any of them shall not exceed the sum of total fees paid to Architect by Owner for this project.

Force Majeure - Neither Party will be liable to the other for any failure or delay in the performance of its obligations to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, disease, epidemics, quarantines, pandemics, acts of government, a declared state of emergency, delays in visas, changes in laws and governmental policies, or other conditions beyond its reasonable control following execution of this Agreement. If the performance by either Party of any of its obligations under this Agreement (including making a payment) is prevented by any such circumstances, then such Party shall communicate the situation to the other as soon as possible, and the Parties shall endeavor to limit the impact to the Projects. The Parties agree to mitigate risks to the Projects and personnel, and to amend the Projects period of performance and milestones if possible.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:

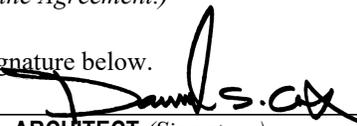
[ X ] Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A: Architect’s Proposal  
Exhibit B: VCBO Insurance Certificate

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

The effective date of this Agreement is the date of the last signature below.

\_\_\_\_\_  
**OWNER** *(Signature)*  
Neil Stevens  
Box Elder School District  
\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
**ARCHITECT** *(Signature)*  
David S. Cox, Principal  
VCBO Architecture  
\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

\_\_\_\_\_  
*Date:*

2026.02.03  
\_\_\_\_\_  
*Date:*

# Exhibit A



Corey Thompson  
 Facilities Director  
 Box Elder School District  
 960 South Main Street  
 Brigham City, UT 84302

**Re: Box Elder School  
 District - New  
 Tremonton Elementary  
 School.**

December 8, 2025

Dear Corey:

VCBO Architecture is very excited for the opportunity to work on another great project for Box Elder School District. We appreciate the trust you have in our firm to provide you with the knowledge and expertise you have come to expect. We are pleased to begin work on updating and modifying our 2017 designed Tremonton Elementary School for Box Elder School District. Based on our understanding of the project, our proposal reflects full program verification, design, construction documentation, and construction administration services for the proposed school, including site design services to connect to existing city utilities & streets, on-site parking areas and playgrounds, and landscaping. A detailed scope of work, project exclusions, and VCBO's proposed fees are set forth below.

**Scope of Work:**

Our understanding of the project scope of work, as proposed by the district, is as follows:

- Program verification and space planning modifications to the existing 2017 design for Tremonton Elementary School, and analysis of all required code updates to meet 2025 requirements.
- Design phase rework of the 2017 construction documents to reflect all proposed changes & code mandated adjustments for 2025, construction documentation development, and construction administration services for a new 85,000 square foot (approximate) load bearing masonry, single story elementary school facility.
- Additionally, the project scope will include the full redesign of the architectural site, landscape, and civil packages included in the existing 2017 design to accommodate changes to parking lots, building changes, utility changes that have occurred since 2017, and retention area modifications.
- A new site survey to capture as-built conditions as well as new city planning requirements that have changed since 2017.
- The date of commencement of services will be November 15, 2025. The anticipated release of bid documents is June, 2026, and the scheduled construction completion date will be August, 2027.
- We expect to hold program verification meetings with District staff in November, 2025.
- During the Schematic Design, Design Development and Construction Documentation phases it is anticipated that bi-weekly consultation meetings with District Administration and the selected CMGC, in Brigham City & over Zoom, will be required to review project progress.

**Total Estimated Construction Cost:**

**\$38,250,000.00**

- New 85,000 square foot building (estimated) & improvement to 12-acre site.
- Estimate is based on an anticipated \$450.00 per square foot. CMGC to verify during design.
- Estimate does not include any professional services, or other traditional soft costs, which are carried by the Owner.

**Proposed Fee - Lightly Modified Repeat Design Services: \$1,530,000.00**

The Architectural/Engineering fee is based on a fixed percentage fee of 4% for a **lightly modified repeat design**. In an effort to help the District manage cost, the final design square footage will be calculated at a fixed \$450.00 per square foot multiplier **regardless of the actual cost per square foot on bid day**. The final fee will be derived from the final square footage of the design x \$450.00. **Once the project has bid and actual project size has been finalized, this fee will be adjusted accordingly, including for all alternates designed, whether selected for inclusion in the construction or not.**

- The fees listed above include Architectural, Landscape, Food Service, Fire Sprinkler, Structural, Civil, Mechanical & Electrical engineering. Additional engineering services will be handled as additional services.

(Note: The \$450.00/SF multiplier is based on hard construction costs estimated with the District & DWA Construction prior to the actual bid of the project, not including FF&E or professional services. **While VCBO will honor that multiplier, be aware that the actual multiplier may be higher on bid day as it is market dependent, and difficult to project accurately into the future.**)

**Additional Services:**

- |   |                     |
|---|---------------------|
| • <b>2017 - 2025 Code Review &amp; Update</b>   | <b>\$225,000.00</b> |
| • <b>Significant Redesign Beyond Lightly Modified Repeat</b>                                  | TBD                 |
| ○ Extensive Kitchen equipment redesign  | TBD                 |
| ○ Building expansion to accommodate a chiller   | TBD                 |
| • <b>Certified Plans Examination Plan Review Fee</b>  | <b>\$5,000.00</b>   |
| • <b>Energy Code Compliance Review Fee</b>  | <b>\$500.00</b>     |
| • <b>Structural Peer Review Fee</b>   | <b>\$2,500.00</b>   |
| • <b>State Fire Marshal Review Fee</b>  | TBD                 |
| • <b>State Security Review Fee</b>  | TBD                 |
| • <b>County Health Department Review Fee</b>  | TBD                 |
| • <b>Water Supply Analysis</b>  | <b>2,500.00</b>     |
| • <b>Basic Mechanical Commissioning</b>   | TBD                 |
| • <b>Basic Electrical Commissioning</b>   | TBD                 |
| • <b>PV Array Design and Engineering</b>  | TBD                 |
| • Plat or Permit fees or submissions  | BY OWNER            |
| • <b>Distributed Antenna System (DAS)</b>   | <b>\$3,000.00</b>   |
| • <b>Any off-site development &amp; city roadway designs/modifications</b>                    | TBD                 |
| • <b>Topographic, Boundary, &amp; Utility As-Built Survey</b>                                 | <b>\$23,450.00</b>  |
| • <b>Traffic Engineering</b>  | TBD                 |
| • <b>Septic System Design, if required</b>  | TBD                 |
| • <b>Door hardware consultant fee</b>   | <b>\$11,000.00</b>  |
| ○ NOTE: All services listed above will be assessed a 15% management fee by VCBO Architecture. |                     |

**Exclusions:**

- Multiple bid packages are excluded for this scope of work. If multiple bid packages are required, the schedule and fees agreed to within this scope of work will need to be renegotiated.
- No permanent on-site presence of design team staff during the construction phase of the project.
- No specialty engineering services such as special inspections, soils analyses, geo-technical engineering, asbestos abatement, plat approval, commissioning (i.e. air pressure testing, envelope testing, etc), have been included in this fee proposal.
- No off-site civil engineering services, city roadway design, or design of other parcels, systems or services is provided under the base fee of this proposal.
- The project will be developed using the latest BIM integrated modeling software, and will be produced using a BIM LOD 300 level of development. Specifications will not be integrated into the model.
- No specialty services such as animations, photo-realistic renderings, or physical models are provided for in this proposal. 3-D images produced directly from the BIM model will be provided on an as needed basis to convey the general details of the design and general feel of the spaces being designed.
- The procurement of all permits and payment of all associated fees associated with the project are the responsibility of the Owner.

**Proposed Project Team:**

Architect:	Dave Cox / Vern Latham - <b>VCBO Architecture</b>
Structural Engineer:	Scott Roche - <b>Ensign Engineering</b>
Mechanical & Fire Sprinkler Engineer:	Spencer Howell - <b>Resolut Engineering</b>
Electrical / Acoustical Engineer:	Drayton Bailey - <b>Resolut Engineering</b>
Civil Engineer & Surveys:	Brent Morgan - <b>Ensign Engineering</b>
Landscape Architect:	Richard Gilbert - <b>ArcSitio</b>
Food Services:	Ric Jedrziewski - <b>Jedrziewski Designs</b>
Traffic Engineering:	Ryan Hales - <b>Hales Engineering</b>
Certified Plans Examination & Energy Code Review:	Bryan Turner - <b>Turner Plan Reviews</b>
Structural Peer review:	Todd Snyder - <b>WC3</b>

**Scope Changes:**

Substantial changes to the anticipated scope of work described above, or major revisions to the project after acceptance of schematic design or design development drawings, shall be considered a change in the scope of work and will be subject to additional fees either using hourly rates below or a written negotiated fee, including any adjustment to the project schedule as needed to accommodate any additional scope of work.

**Additional Services:**

Any Additional Services requested by the District, shall be charged at the following hourly rates:

Principal	\$245/hr
Project Manager	\$175/hr
Interior Designer	\$135/hr
Project Coordinator	\$135/hr
Graphic Designer / Rendering	\$150/hr
BIM Technician/Designer	\$100/hr
Clerical	\$ 65/hr

**Project Invoicing of Services Rendered:**

Invoices will be prepared and submitted monthly for services rendered. Payments are due within 30 days of receipt. Past due invoices will be subject to interest of 8% per annum. In the event all or any portion of an invoice remains outstanding 90 days after receipt of invoice, any services remaining for the project by Architect and Engineers will stop and Client shall pay the cost of collections on the outstanding invoice, including reasonable attorney's fees.

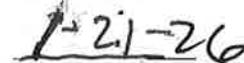
**Acceptance:**

Should you have any questions regarding our proposal referenced above, please do not hesitate to contact me. If this proposal meets with your approval, please sign and return it to our office. When accepted, this proposal will serve as a mutual commitment between VCBO Architecture and Provo City School District for the above outlined services and fees. Work will commence upon receipt of the signed agreement.

By:   
David S. Cox, AIA – Principal  
VCBO Architecture

**APPROVED BY:**

By:   
Box Elder School District

  
Date

# Exhibit B



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> American Ins. & Investment 448 South 400 East Salt Lake City UT 84111	<b>CONTACT NAME:</b> Lori Anderson <b>PHONE (A/C, No, Ext):</b> 801-364-3434 <b>FAX (A/C, No):</b> 801-355-5234 <b>E-MAIL ADDRESS:</b> Lori.Anderson@american-ins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Valentiner Crane Brunjes Onyon Architects, LLC dba VCBO Architecture 524 S 600 E Salt Lake City UT 84102	VALECR-01	<b>INSURER A:</b> Hartford Underwriters Ins. Co.
		<b>INSURER B:</b> Nutmeg Insurance Company
		<b>INSURER C:</b> Trumbull Insurance Company
		<b>INSURER D:</b> XL Specialty Insurance Company
		<b>INSURER E:</b>
		<b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 380824680

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			34SBWBE7UTN	5/15/2025	5/15/2026	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			34UEGAE2310	5/15/2025	5/15/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34SBWBE7UTN	5/15/2025	5/15/2026	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	34WEGBE7UVK	5/15/2025	5/15/2026	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability RetroDate 1/1/1973			DPR5032581	8/3/2024	8/3/2025	Per Claim Limit	2,000,000
							Aggregate Limit	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Insurance Verification Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

## Suggestions for Future Board Meetings

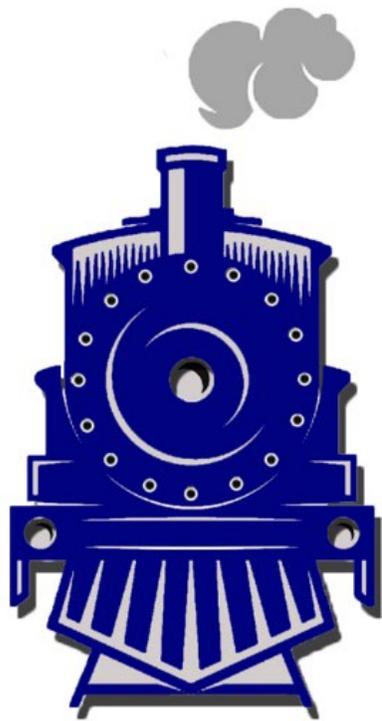
Work Session	Board Meeting	Assigned
<b>April 8, 2026 (tentative)</b>		
	ESP Recognitions Approval of Indian Education Formula Grant Approval of College and Career Readiness Counseling Program (CCRCP) Approval of School Land Trust Plans Approval of TSSA Plans Child Nutrition Report Policy Review TSSA & 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
<b>May 13, 2026 (tentative)</b>		
	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
<b>June 10, 2026 (tentative)</b>		
AI Information	Budget Hearing Approval of Budget Approval of 2026-27 Tax Rates Approval of Internal and Independent Auditors MBA Meeting Pick-up Contributions for Members of Contributory Retirement System  Tentative Ratification of Negotiated Agreement with BEAA  Tentative Ratification of Negotiated Agreement with BEEA Tentative Ratification of Negotiated Agreement with BEESPA Declaration of Open Enrollment Schools Policy Review	Neil Stevens Neil Stevens Neil Stevens Neil Stevens Neil Stevens  Neil Stevens  Coerina Fife  Coerina Fife Coerina Fife Megan Bushnell
<b>July 8, 2026 (tentative)</b>		
	Approval of Sex Education Committee Bullying Report	Keith Mecham Megan Bushnell
<b>August 12, 2026 (tentative)</b>		
	Approval of Early Literacy Plan Policy Review	AshLee Nelson
<b>September 9, 2026 (tentative)</b>		
	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
<b>October 14, 2026 (tentative)</b>		
	Approval of Positive Behavior Plans (PBS)	Megan Bushnell

	Approval of LEA Specific Licenses and LEA Specific Endorsements October 1 Enrollment Report	Coerina Fife Coerina Fife
	Exemption from Compulsory Attendance (Home School) Policy Review	Steve Carlsen
<b>November 11, 2026 (tentative)</b>		
Complete MBA	RISE and Utah Aspire Plus Data Policy Review	Jeff Morris
<b>December 9, 2026 (tentative)</b>		
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
<b>January 13, 2027 (tentative)</b>		
Supt and BA Reivews Demographer	First Public Comment on School Fees Approval of 2-year contract for Business Administrator Review of Policies 1034 Board of Education Code of Conduct and 1035 Board Member Ethics Policy 1036 Conflict of Interest - Complete Form Foundation Report AAPPL Data Policy Review Elect New Board President and Vice President  Policy 1080 Board Committees - Committee Assignments Building and Ground Rental and Supervision Policies USBA Conference Report	Keith Mecham   Matt Nelson Jeff Morris  Board President  Board President Neil Stevens Board Members
<b>February 9, 2027 (tentative)</b>		
	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
<b>March 10, 2027 (tentative)</b>		
	Negotiations Team Approval Legislative Update Policy Review Board Graduation Assignments	Coerina Fife Steve Carlsen  Board President

---

# 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

fide occupational requirement (see [20 U.S.C. 1681 et seq.](#); [Utah Code § 34A-5 et seq.](#));

5. Promulgate policies and procedures dedicated to maintaining a learning and working environment in the District free of discrimination and unlawful harassment, including sexual harassment;
6. Promulgate policies and procedures that ensure operational transparency, including directing employees to maintain, manage, and where appropriate, produce records consistent with federal and state laws (see [20 U.S.C. § 1232g](#); [34 C.F.R. Part 99](#); and [Utah Code § 53E-9 et seq.](#));
7. Attend Board meetings, insofar as possible, being informed and prepared to discuss and act upon the items on the Board agenda;
8. Conduct Board business in compliance with the [Utah Open Meetings Act \(Utah Code § 52-4-1 et seq.\)](#);
9. Exercise Board authority exclusively to perform legislative and judicial functions;
10. Encourage free expression of opinion and seek regular communication and feedback from the public;
11. Work toward consensus in Board decision making and foster respectful and civil working relationships with other Board members and with the superintendent and District staff while recognizing the value of diverse perspectives and differences of opinion; and
12. Strive to be effective educational leaders by participating in professional development, studying education issues, fulfilling assigned Board duties, building relationships with community organizations and leaders, communicating with constituents, and advocating for public education.

#### A. Board of Education Code of Ethics

1. Members of the Board may receive compensation for services and necessary expenses in accordance with [Utah Code § 53G-4-204](#). For purposes of Utah Retirement Systems (URS) coverage, however, duly elected members of the Board are classified as part-time employees and ineligible for URS benefits.
2. Members of the Board may not use their position, or information acquired by reason of their position, for any improper or unlawful purpose including substantially furthering personal economic interests or securing special privileges or benefits for themselves or others that would impair the members' independent judgement or interfere with the ethical performance of the members' duties in violation of [Utah Code, § 67-16-4](#).
  3. The Board will officially accept gifts and donations on behalf of the District; such acceptance, however, shall not obligate the Board to act in any way contrary to the best interests of students and the public. Further, the Board or its members shall not request, demand, or accept personally or on behalf of the District, a loan, donation, gift of substantial value, or an economic benefit

tantamount to a gift in violation of [Utah Code §§ 67-16-5 to 5.6](#)

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

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

## **Disciplining Board Members**

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

## **Policies Governing the Board**

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

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

# Guidelines and Parliamentary Motions

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

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

The subsidiary motions must be disposed of prior to action on the main motion.
7. Debate can be closed formally with a motion to move the question and a two-thirds affirmative vote.
8. When a Board member wishes to speak in board meeting, he/she should request to be recognized by the Board President before speaking. He/she may gain recognition by the President by raising a hand or speaking audibly, "Mr./Mrs. President". Once recognized the Board member should address the Board.
9. When the president senses the discussion has ended, a vote may be taken without a formal motion to close debate unless a member objects.
10. Some motions, such as a motion to adjourn, are not debatable. See the "Simplified Chart of Parliamentary Motions" on page 10.
11. Before a motion is voted upon, it should be repeated aloud.
12. The president, by virtue of membership on the board, is expected to vote on each issue before the board.

13. The president should indicate before each vote whether a simple or special majority is required.

14. The president should keep readily at hand a reference guide, such as the chart of parliamentary motions.

## Simplified Chart of Parliamentary Motions

Motion & Order of Precedence	You Say:	Debatable	Amendable	Vote Required
Adjourn	I move to adjourn	No	No	Majority
Recess	I move to recess for	No	No	Majority
Close Debate	I move the previous question	No	No	2/3
Postpone Definitely	I move to postpone the motion to	Yes	Yes	Majority
Refer to Committee	I move to refer the motion to	Yes	Yes	Majority
Amend the Amendment	I move to amend the amendment by	Yes	Yes	Majority
Amend or substitute	I move to amend the motion by	Yes	Yes	Majority
Main motion	I move to	Yes	Yes	Majority
Reconsider		Yes	Yes	Majority
Rescind		Yes	Yes	Majority (with notice)
Incidental Motions				
No order of precedence. Arise incidentally and decided immediately				
Point of Order (to enforce rules)	Point of Order	No	No	None

Parliamentary Inquiry	Parliamentary questions	No	No	None
Withdraw or Modify a Motion	I withdraw (or modify) my motion	No	No	Majority

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

[Policy 1010 School Board’s Legal Status](#)

[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](#)