



BOARD OF EDUCATION
REGULAR SCHOOL BOARD MEETING

Detailed Agenda

Wednesday, November 11, 2020

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

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

- A. Work Session - 5:30 p.m.**
1. Principal Reports to the Board: 3
Discovery, Mountain View, Lake View, Willard
- B. Administrative - 6:30 p.m.**
1. **Call to Order**
President Karen Cronin
 2. **Reverence**
Keith Mecham, Assistant Superintendent
 3. **Flag Salute/Pledge of Allegiance**
Tiffani Summers, Board Member
 4. **Recognitions**
Tiffani Summers, Board Member
 - a. Neil Green, BEMS Resource Officer
 - b. Joe Thomas, BEHS Resource Officer
- C. Approval of Agenda - 6:45 p.m.**
- D. Public Comment**
Public Comment was received via survey which closed at 4:00 p.m. November 10, 2020.
- E. Action Items - 6:50 p.m.**
1. **Approval of Bid Pack 1 Cost Proposal for Demo of the old Bunderson Building and Site Work** 23
Corey Thompson, Director of Facilities
http://projects.vcbo.com/docs/19630.00/20055_201021_Planning_Commission_Review.pdf
 2. **Approval of 2021-22 School District Calendar** 26
Keith Mecham, Assistant Superintendent
 3. **Approval of Zions Bank Loan Agreement** 29
Rod Cook, Business Administrator
- F. Information Items - 7:05 p.m.**
1. **Monthly Financial Report** 66
Rod Cook, Business Administrator
 2. **Return to Learn Plan and COVID Information Update**
Steve Carlsen, Superintendent
- G. Policy Review - 7:20 p.m.**
1. **Policy to Delete** 74
 - a. Policy 5280 Student Discipline - District Program
 2. **First Reading**
 - a. Policy 1050 Qualifications & Appointment procedures for Student Board Member 85
 - b. Policy 4027 Special Programs: Dropout Prevention and Recovery 87
 - c. Policy 5005 Safe Schools - Student Discipline/Behavior 91
 3. **Second Reading**
 - a. Policy 3022 Employment - BESD LEA Specific Teacher License Endorsement 116
 - b. Policy 3023 Educator Induction, Mentoring, and Professional Learning 120
 - c. Policy 3035 Employee Criminal Background Checks and Arrest Disclosure Requirements 123
 - d. Policy 3098 Employee Surveys 129

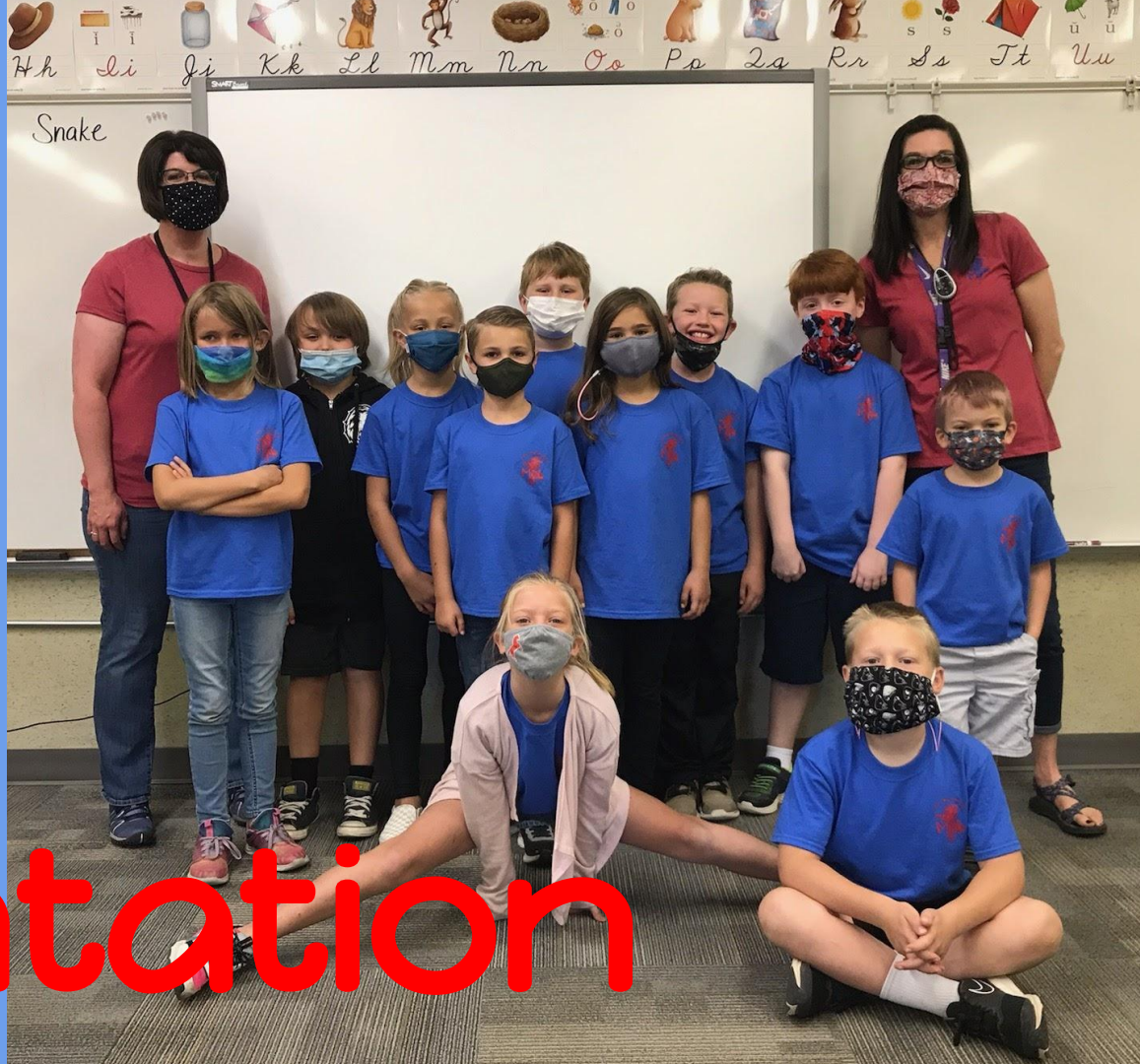
e. Policy 5230 School Fees	131
f. Policy 5310 Fundraising	155
g. Policy 5360 Suicide Prevention	160
H. <u>Board Discussion Items</u> 7:30 p.m.	
1. Closed Session to Discuss Personnel	
2. Facilities Report	
Corey Thompson, Director of Facilities	
a. Sunrise High School Report	171
Corey Thompson, Director of Facilities	
https://docs.google.com/presentation/d/1mHP0j5iZhlY0A3091kkavaNyVReh80E_zXkPc-e2lIdo/edit?ts=5fab102c#slide=id.p	
b. New East Brigham City Elementary Report	
Corey Thompson, Director of Facilities	
1) Construction Progress	
Corey Thompson, Director of Facilities	
2) Naming Process	184
Heidi Jo West and Brandon Nelson	
c. Land Appraisal of property north of BRHS	190
Corey Thompson, Director of Facilities	
3. "Learning by Doing" Schedule	240
I. <u>Consent Items</u> 7:50 p.m.	
1. Minutes	241
2. Claims	246
3. Personnel	265
a. Student Board Member Resignation	
J. <u>Suggestions for Future Board Meetings</u> 7:55 p.m.	267
K. <u>Board Handbook</u>	270
L. <u>Adjournment</u> 8:00 p.m.	

The next meeting of the Board of Education will be held on Wednesday, December 9, 2020, with 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.

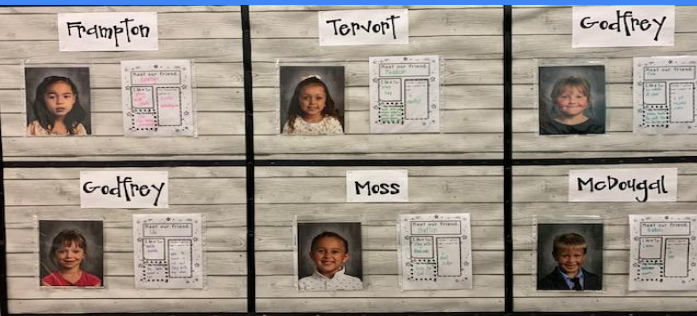
November 11, 2020



Board Presentation



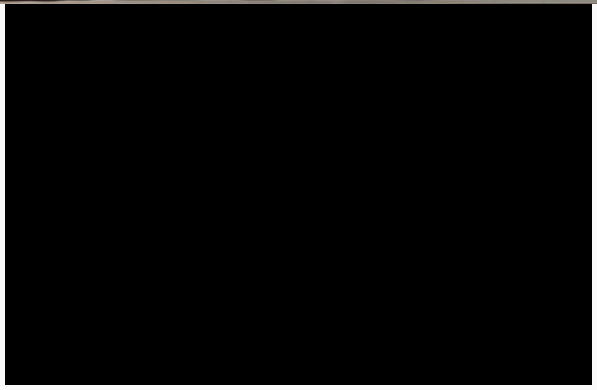
Student Connections



Super 'Stang

Jonah
being recognized by Mrs. Twilator for displaying the characteristics of a true American from Monday, for the following:
Being a good friend to others and helping his neighbors complete their work.
Way to go!!!

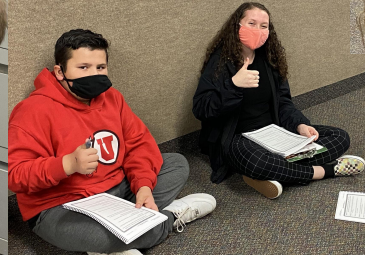
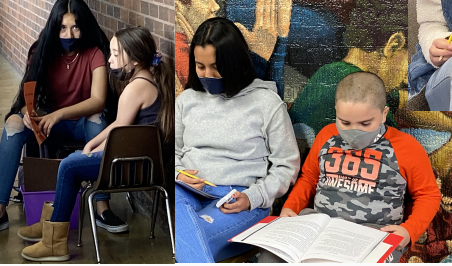
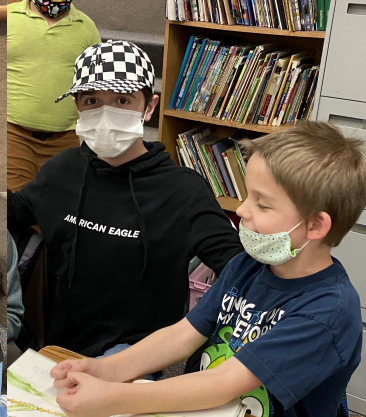
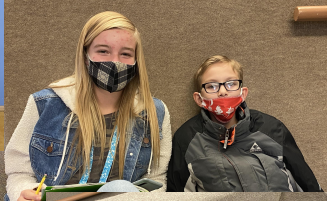
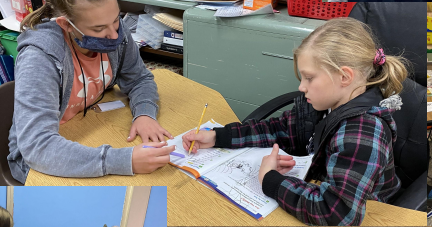
45





BOX ELDER
MIDDLE SCHOOL

Latinos in Action



Response to intervention: provide early, systematic assistance to children who are struggling in one or many areas of their learning. RTI seeks to prevent academic failure through early intervention and frequent progress measurement.

After School Tutoring & Summer School



Using School Improvement Goals to Drive Team Goals

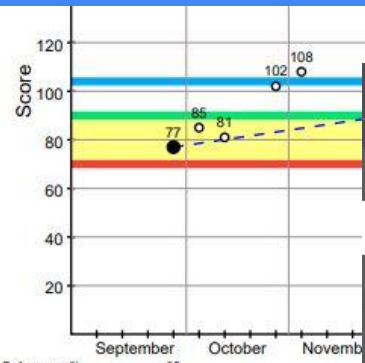


May 31, 2021, BESD will reduce the percentage of second-grade students who are falling from below grade level to well below grade level by 49% from BOY to EOY on their composite score.

By May 31, 2021, BESD will increase the percentage of first-grade students' proficient on the Acadience Reading accuracy score by 8% from MOY to EOY.

Acadience	K	1	2	3	4	5
Avg. 17-19	87%	61%	52%	68%	67%	66%
Goal 21	92%	70%	63%	77%	75%	75%
BOY 19	52%	78%	68%	55%	53%	47%
BOY 20	67%	36%	51%	58%	61%	52%
BOY 20	42	39	45	28	41	62
	14	9	12	6	23	29
	14	5	11	10	2	2
	8	7	6	5	5	21
	6	18	16	7	11	10
EOY 21	11	15	7	6	6	15

Providing Students with Systematic Extensions & Interventions



BOY	PM
Comp. Score	Recent PM History
3	DORF
8	DORF
18	DORF
166	DORF
192	DORF
204	DORF
217	DORF
228	DORF
233	DORF
238	DORF
243	DORF
320	

BESD Tier 2 & Tier 3 Literacy RTI

1. Area of Measurable Concern

Acadience (Screening Assessment):

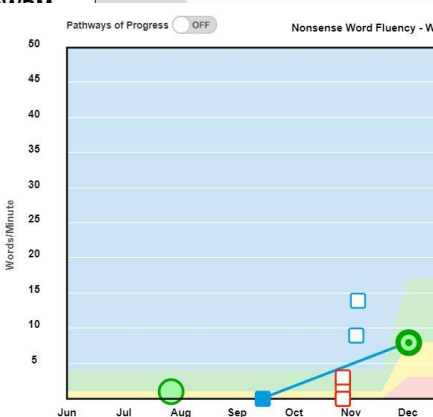
Please fill in all scores that apply to your grade level A

Name _____
2 digit by 2 digit addition with regrouping pretest and story problem posttest- without regrouping

1.
$$\begin{array}{r} 25 \\ + 42 \\ \hline \end{array}$$

2.
$$\begin{array}{r} 28 \\ + 5 \\ \hline \end{array}$$

BOY Test Date:	MOY Test Date:
9/25/2020	
ORF CWPM	37
Accuracy	88%
Retell	34
Retell Quality	3
MAZE	0
Composit e	129



Date	Form	Score
11/04/20	PM - 2	14
11/03/20	PM - 1	9
10/27/20	PM - 16	3
10/27/20	PM - 15	2
10/27/20	PM - 14	0
10/27/20	PM - 13	0
09/14/20	BM BOY	0

DORF (Accuracy)

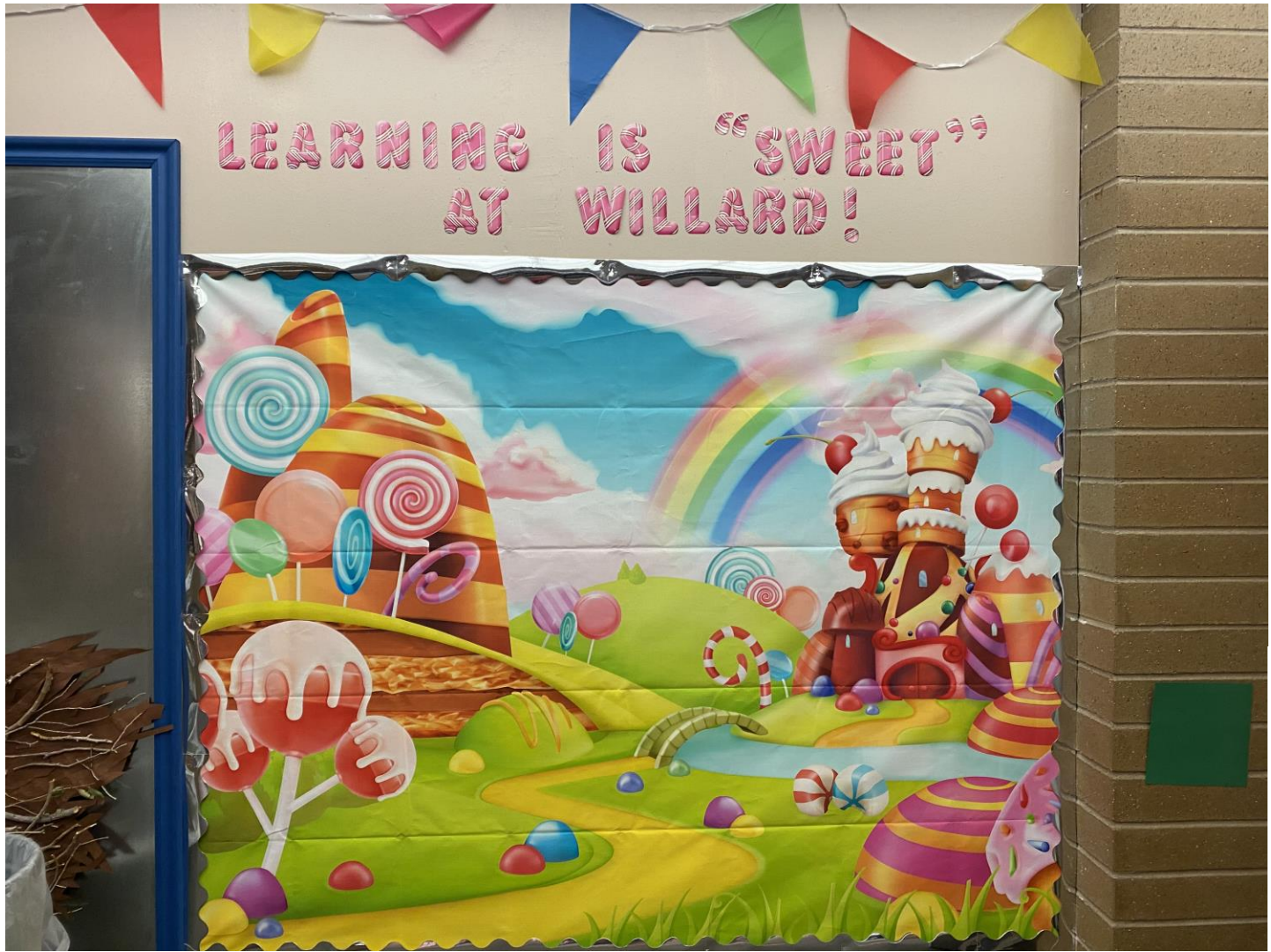
Date	Form	Score
10/28/20	PM - 1	96
09/15/20	BM BOY	85

BOY	PM
Comp. Score	Recent PM History
3	
58	NWF
66	NWF
74	NWF
75	NWF
76	NWF
82	NWF
82	NWF
84	NWF
91	DORF
94	NWF
100	NWF
101	NWF
107	NWF
108	NWF
111	NWF
119	
150	DORF

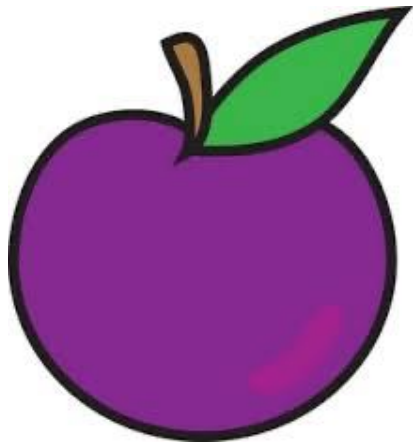
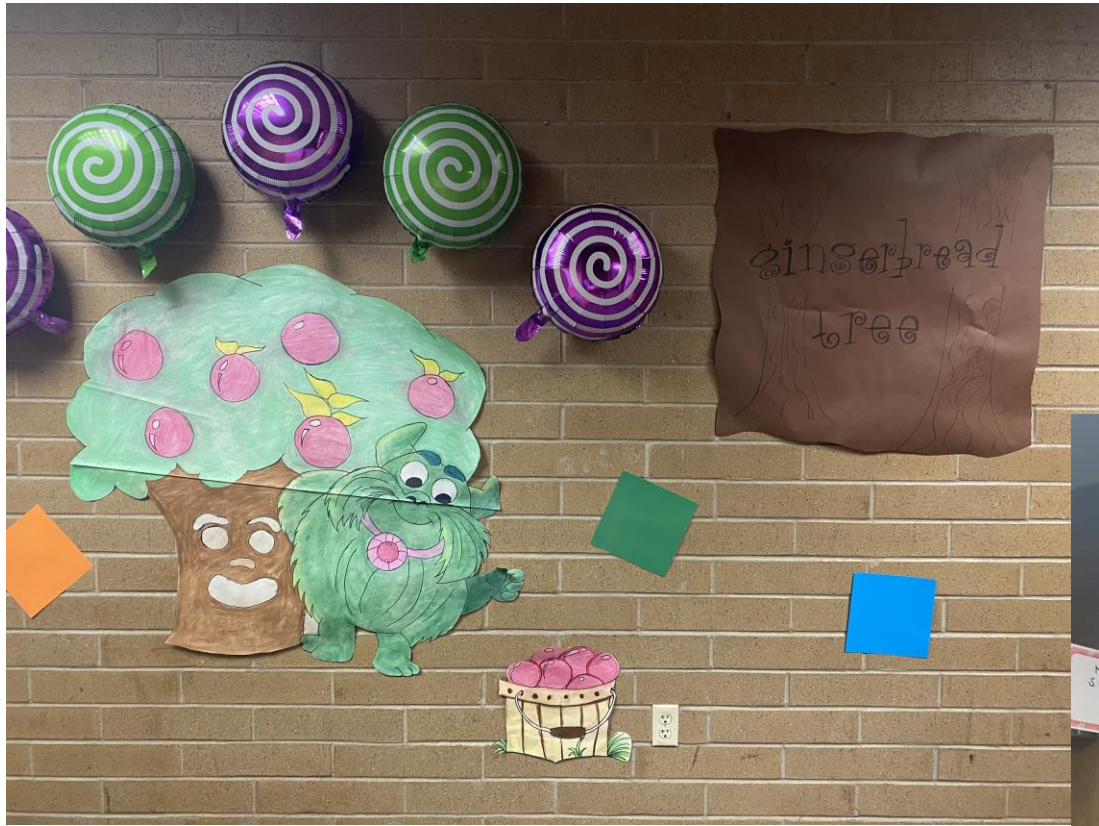
Learning is SWEET at Willard Elementary

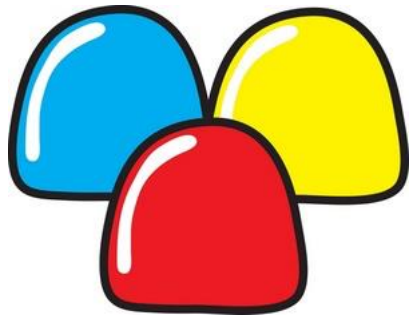
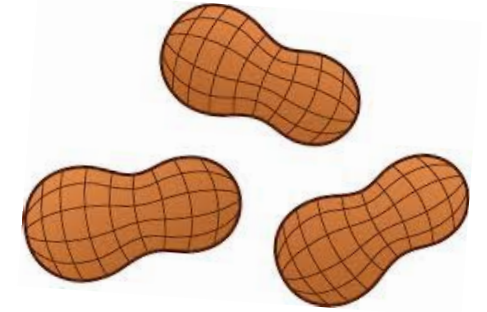
Board Meeting Report 2020-2021





CANDY LAND









John Hattie
Strategy:
Learning Goal
(0.68) and
Teacher Clarity
(0.75)

LEARNING TARGETS


LANGUAGE ARTS	MATH
I can write a sentence using a capital letter, punctuation and spaces.	I can show teen numbers as a group of 10 and some more ones.
I can read a Level C or higher Book.	I can compare numbers as greater than, less than or equal to.
I can read a Level B Book.	I can do subtraction within 10.
I can read a Level A Book.	I can do addition within 10.
I can read CVC and nonsense words.	I can count to 100 by tens.
I know at least 25 sight words.	I can count to 100 by ones.
I know my letter names and sounds.	I can count the number of objects 0-20.
I know my Phonemic Awareness Skills.	I can identify and write numbers 0-20.

When we reach our
LEARNING TARGETS


dentist
police officer
veterinarian
construction worker
scientist
doctor
firefighter

We reach our
dreams

John Hattie
Strategy:
Learning Goal
(0.68) and
Teacher Clarity
(0.75)

**LEARNING OBJECTIVES**

PHONICS

Today I can... find the letter  a and remember its name and sound.

So that I can... read and spell.

I'll know I've got it when... I can read and write with it.

READING

Today I can... read sight words.

So that I can... read grade level text.

I'll know I've got it when... I read them correctly as I read.

WRITING

Today I can... print all the letters correctly and neatly.

So that I can... write correctly.

I'll know I've got it when... anyone can read my writing.

Learning by Doing Continuum #1: Laying the Foundation

Willard Elementary



Mission Statement:

Willard Elementary believes all children will learn at high levels, and that we can make it happen.

Vision Statement:

- All staff work collectively to provide a school environment that is happy, positive, and supportive for our students to learn at mastery levels.
- Students and teachers possess a growth mindset and believe in the power of “yet”.
- Students are given academic, social and behavioral support in order for them to be successful in the classroom now and in the future.
- Teachers, staff, administration, parents, and community work together as a team to meet the needs of each student in our care.

Collective Commitments:

- Staff will interact with students and one another appropriately and positively.
- Staff will ask for help from others and learn from one another.
- Staff will find ways to celebrate our growth and successes.
- Staff will support, model, and teach students appropriate social interactions through the Second Step program.
- We will solicit ideas and support from all staff and will make decisions by consensus.
- Staff will keep the best interests of students in mind with every decision.

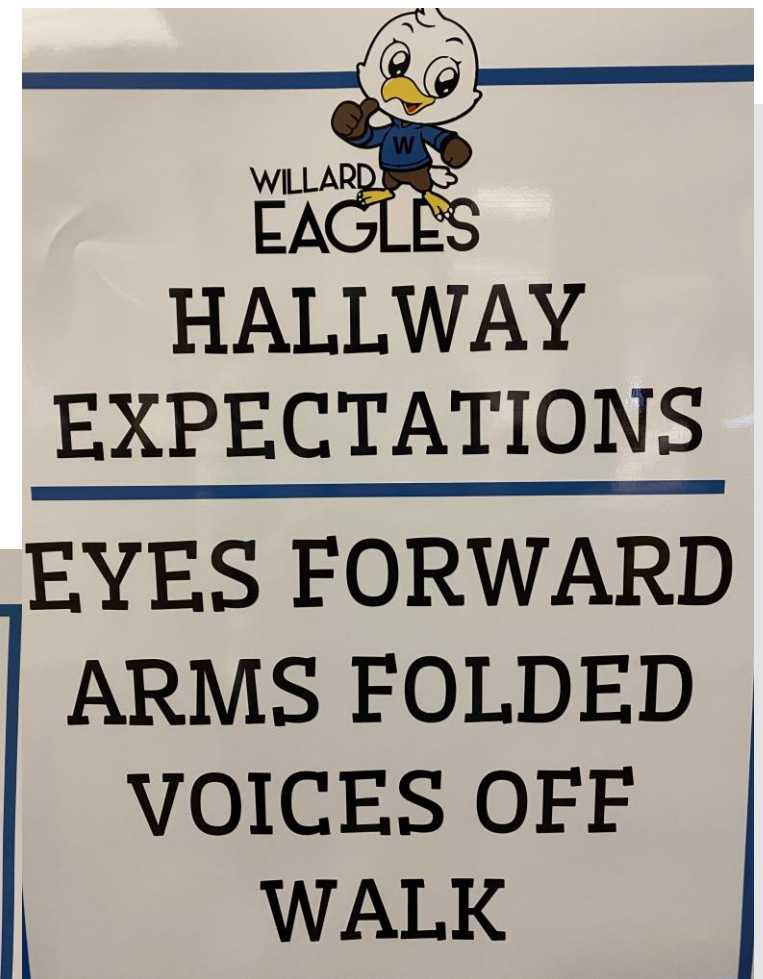
Parent Survey- 82 responses

Learning by Doing
Continuum #2:
Communicating
Effectively

Willard Elementary believes all children will learn at high levels, and that we can make it happen. How well does our school reflect this mission?	Average: 92%
All staff work collectively to provide a school environment that is happy, positive, and supportive for our students to learn at mastery levels.	Average: 95%
Students and teachers possess a growth mindset and believe in the power of "yet".	Average: 94%
Students are given academic, social and behavioral support in order for them to be successful in the classroom now and in the future.	Average: 95%
Teachers, staff, administration, parents, and community work together as a team to meet the needs of each student in our care.	Average: 94%

Student
Connection
Celebrations

Schoolwide
Expectations



Student
Connection
Celebrations

Schoolwide
Expectations



Student Connection Celebrations

CHAMPS Classroom Expectations

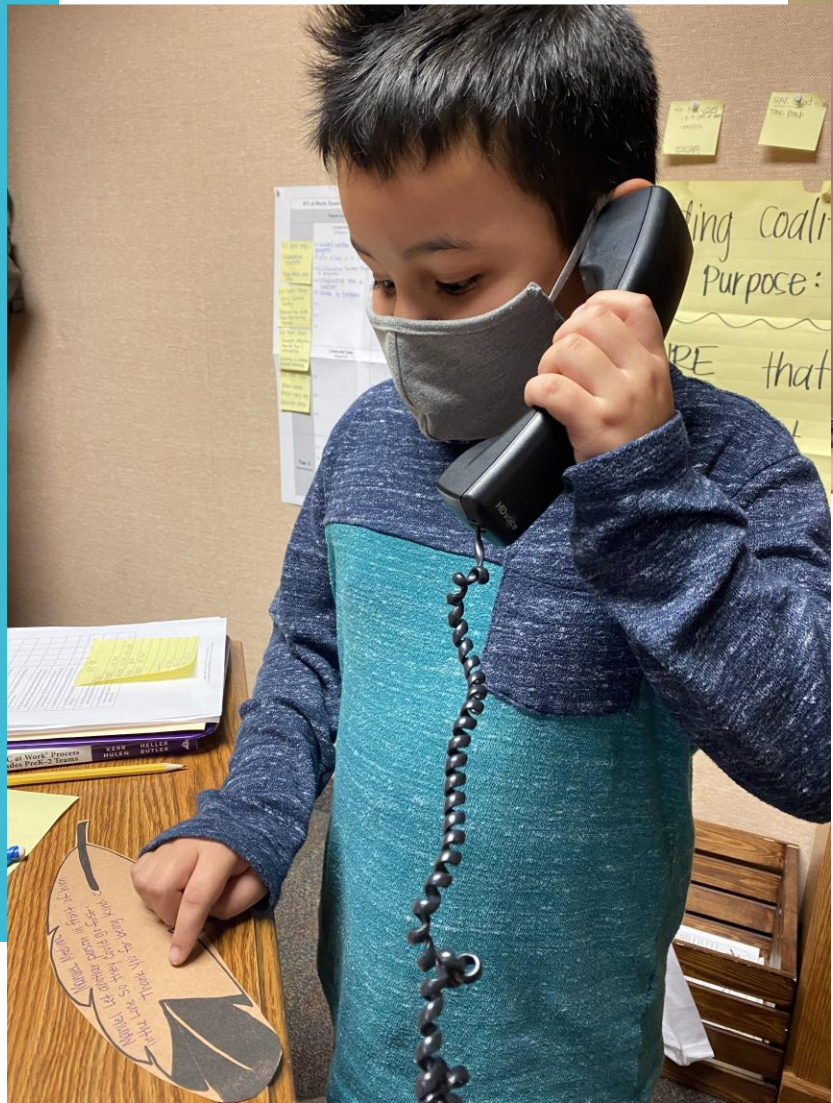
CHAMP

Conversation	Help	Activity	Movement	Participation
0 Silent Silencio	1 Raise your hand Levanta tu mano	1 Whole Class Todo la clase	1 Stay Seated Permanece Sentado	1 Listen quietly with ears and eyes Escucha en silencio con los ojos y oídos
1 Whisper Susurro	2 Ask your teacher Pregunta a tu profesora	2 Independent Work Trabajo independiente	2 Silent Walking Caminar en silencio	2 Work Independently Trabaja Independientemente
2 Partner Compañero	3 Ask a neighbor Pregúntale a un vecino	3 Partner Work Trabaja con un compañero	3 Safe Movement Movimiento seguro	3 Work as team Trabaja en equipo
3 Group Grupo	4 Ask your group Pregúntale a tu grupo	4 Group Work Trabajo grupal	4 Move with permission Móvete con permiso	4 Work as directed Trabaja como indicas
4 Presenting Presentación	5 Ask an adult Pregúntale a un adulto		5 Move around freely Móvete libremente	5 Test or Quiz Prueba o Examen
5 Outside Voice Voz de afuera				6 Playing Jugando

I CAN BE A CHAMP

Conversation	Help	Activity	Movement	Participation
0 Silent	1 Raise your hand	1 Whole Class	1 Stay Seated	1 Listen quietly with ears and eyes
1 Whisper	2 Ask a neighbor	2 Independent Work	2 Silent Walking	2 Work Independently
2 Partner		3 Partner Work	3 Safe Movement	
3 Presenting				

Student
Connection
Celebrations
Eagle Feathers



Project: New Box Elder Elementary **BP 01**
Owner: Box Elder School District
Architect: VCBO
CMGC: Hogan & Associates Construction

11.5.2020

Division/ Trade	Subcontractor/ Vendor	Bid Day		Notes
		Bid	Amount Used	
010000 Allowances, Site Specific Conditions				
010000 Allowances, Site Specific Conditions				
	Fire Marshal			
	Security			
	Safe			
	Construction power connection fee			
	Barricades & Traffic Control	\$ 19,512	\$ 19,512	
	SWPPP			
	Street Sweeping	\$ 14,180	\$ 14,180	
	Dust Control			
	Temp. Construction (parking, temp walls, walkways, ...)			
	Temp. Fence - per District (9.18.2020)	\$ 6,449	\$ 6,449	
	Property Lines & Home owners	\$ 17,850	\$ 17,850	
	Project specific fees			
	Questar Fee			
	Natural gas usage for construction			
	Weather Protection BP 01	\$ 20,000	\$ 20,000	ALLOWANCE
	Rocky Mt. Power			
	Electrical temp power usage for construction			
	010000 Allowances, Site Specific Conditions Subtotal		\$ 77,991	
010000 Allowances, Site Specific Conditions	-----Total		\$ 77,991	
020000 Existing Condition				
311000 Selective Site Demo				
	311100 Site Clearing Hogan	\$ 113,833	\$ 113,833	
	Hawker	\$ 146,000		
	311000 Selective Site Demo Subtotal		\$ 113,833	
024116 Building Demolition				
	Salvage Items: Woodward	\$ 2,370	\$ 2,370	
	Permits	\$ 8,450	\$ 8,450	
	MKP Enterprises	\$ 232,899		
	Rock Solid Demo	\$ 375,328		
	Sage Demo	\$ 237,600		
	Diamond Tree	\$ 198,780	\$ 198,780	
	CMG Services	\$ 250,788		
	TID	\$ 238,750		
	Water - dust mitigation	\$ 11,274	\$ 11,274	
	024116 Building Demolition Subtotal		\$ 220,874	
026000 Contaminated/ Hazardous Material Removal				
	026000 Contaminated/ Hazardous Material Rem Subtotal		\$ -	See below Total
020000 Existing Condition	-----Total		\$ 334,707	
030000 Concrete				
032000 Concrete Reinforcing				
	SUPPLY	\$ 24,988	\$ 24,988	
	INSTALL	\$ 23,517	\$ 23,517	
	032000 Concrete Reinforcing Subtotal		\$ 48,505	
030000 Concrete	-----Total		\$ 48,505	

22-23 Plumbing, HVAC			
232700 Ground Heat Exchanger			
	Geothermal Head Trenching	\$ 78,250	\$ 78,250
	Layout	\$ 4,458	\$ 4,458
	Bertram	\$ 269,030	
	Iba	\$ 173,950	\$ 173,950
	Geo Energy	\$ 272,500	
	Haul-off/Water	\$ 11,295	\$ 11,295
232700 Ground Heat Exchanger	Subtotal		\$ 267,953
230800 Commissioning			
230800 Commissioning	Subtotal		\$ -
22-23 Plumbing, HVAC	-----Total		\$ 267,953
31, 32 Earthwork, Utilities			
31, 32 Earthwork & Utilities	310513 Common Fill		
311010 Pavement Removal	312316 Excavation		
312326 Compaction	312500 Erosion & Sediment Control		
	Camera Lines		
	Layout	\$ 3,741	\$ 3,741
	Hawker	\$ 1,115,576	\$ 1,115,576
	Hogan	\$ 1,370,831	
31, 32 Earthwork & Utilities	Subtotal		\$ 1,119,317
310000 SWPPP		\$ 58,459	\$ 58,459
310000 SWPPP	Subtotal		\$ 58,459
31, 32 Earthwork, Utilities	-----Total		\$ 1,177,776
320000 Exterior Improvements			
321216 Asphalt Paving, Parking			
	Layout	\$ 1,315	\$ 1,315
	Asphalt Patching	\$ 9,720	\$ 9,720
	GCI	\$ 248,431	\$ 248,431
	GCI: Striping	\$ 17,150	
	Black Forest	\$ 257,241	
	Black Forest	\$ 3,700	
	Morgan	\$ 254,313	
	Morgan	\$ 15,350	
321216 Asphalt Paving, Parking	Subtotal		\$ 259,466
321300 Concrete Site Work			
	Ramp/Stair @ South	\$ 53,176	\$ 53,176
	Hogan	\$ 554,000	\$ 554,000
321300 Concrete Site Work	Subtotal		\$ 607,176
320000 Exterior Improvements	-----Total		\$ 866,642

	Bid Subtotal		\$ 2,773,573	\$ 2,773,573
Preconstruction Fee		\$ 4,800	\$ 4,800	\$ 4,800
General Conditions		\$ 25,933	\$ 25,933	\$ 25,933
Supervision		\$ 30,000	\$ 30,000	\$ 30,000
CM Fee: 1.25%	1.25%	\$ 37,392	\$ 37,392	\$ 37,392
Bond	1%	\$ 29,914	\$ 29,914	\$ 29,914
Contingency	3%	\$ 89,741	\$ 89,741	\$ 89,741
Grand TOTAL			\$ 2,991,353	

Eagle Environmental - Asbestos Abatement		\$ 74,796	
Environmental Health Services - Testing & Sampling		\$ 4,910	
Project Total to Date		\$ 3,071,059	

Recommendation to the Box Elder School District Board of Education

Regarding: Construction of a new elementary school in Brigham City

Submitted by Corey Thompson, Facilities Director

Recommendation:

Box Elder School District has gone through the appropriate processes to obtain an architect (VCBO) and then a construction manager/general contractor (Hogan Construction) for the construction of a new elementary school on the old Bunderson Elementary School site. Solicitation and submission of sub-contractor bids has been made. They are presented for School Board approval.

Recommended Motion:

I move the cost of Bid Pack 1 for demolition and site work in preparation for the new elementary school in Brigham City be accepted as proposed.

Background:

Constructing a new elementary school will be covered under two bid packages. The first (for board approval November 11, 2020) will include the demolition of the old Bunderson building and site work. The second bid package (scheduled for board approval January 13, 2021) will cover the costs of constructing the new building. The contractor proposals for Bid Pack 1 were submitted to the CM/GC, Hogan, by November 5, 2020. Hogan then reviewed each bid and vetted for competency of the contractor before summarizing for district selection and approval. Due to this timeframe the final cost on Bid Pack 1 was not available to include in this recommendation by the submission date. The cost breakdown will be given at the board meeting or emailed to board members if available sooner.

Procedural Implications:

District Procedure 2030-200

Staff Implications:

None

Recommendation to approve

Submitted by: Keith Mecham

Recommendation:

It is recommended that the BESD Board of Education approves the 2021-2022 district calendar.

Recommended Motion:

I move that we approve the 2021-2022 Box Elder School District Calendar as presented.

Background:

This Calendar will be very much like last year. We will have one day less for winter break but it does give us an additional day off between 2nd and 3rd trimester.

Through meetings with BEEA & BEESPA and district administrators, there is a strong feeling that the district shouldn't start school until after the Box Elder County Fair and that we end within 4 days following Memorial Day.

The consensus from folks polled is to have a week long spring break if possible that matches up with districts around us specifically those that we compete with for UHSAA activities.

The feedback we received from teachers and administrators that having the first week be a minimum day to adjust to the heat and a return from summer break was a positive experience.

Policy Implications:

<https://rules.utah.gov/publicat/code/r277/r277-419.htm#T4>

This calendar would create 178 instructional days plus 2 days for parent teacher conferences for a total of 180 days.

Financial Implications:

No additional costs

Staff Implications:

No additional implications

Box Elder School District 2021-2022

July 2021						
S	Mon	Tues	Wed	Thurs	Fri	S
				1	2	3
4	5 4th of July Observed	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23 Pioneer Day Observed	24
25	26	27	28	29	30	31
					0/20	

August 2021						
S	Mon	Tues	Wed	Thurs	Fri	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16 Welcome Back/ Health Fair	17	18	19	20	21
22	23 Teacher Prep Day	24 Teacher Prep Day	25 Teacher Prep Day	26-27 County Fair		28
29	30 First Day of School Min. Day	31 Minimum School Day				
					2/22	

September 2021						
S	Mon	Tues	Wed	Thurs	Fri	S
			1 Minimum School Day	2 Minimum School Day	3 Minimum School Day	4
5	6 Labor Day	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
					21/21	

October 2021						
S	Mon	Tues	Wed	Thurs	Fri	S
31					1	2
3	4	5	6 K-5 P/T Conf	7 K-5 P/T Conf	8 Kind P/T Conf	9
10	11	12	13	14 Fall Break	15 Fall Break	16
17	18 HS P/T Conf	19 HS & MS P/T Conf	20 MS & Int P/T Conf	21 Int P/T Conf	22	23
24	25	26	27	28	29	30
					19/19	

November 2021						
S	Mon	Tues	Wed	Thurs	Fri	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23 End of Tri 1 (59 days) Minimum Day	24 PTC Comp Day	25 Thanksgiving Break	26 Thanksgiving Break	27
28	29	30				
					20/20	

December 2021						
S	Mon	Tues	Wed	Thurs	Fri	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22 Minimum School Day	23 Winter Break	24 Winter Break	25
26	27 Winter Break	28 Winter Break	29 Winter Break	30 Winter Break	31 New Year's Day Observed	1
					16/17	

January 2022						
S	Mon	Tues	Wed	Thurs	Fri	S
2	3 School Resumes	4	5	6	7	8
9	10	11 HS P/T Conf	12 MS P/T Conf	13 Int P/T Conf	14	15
16	17 Martin-Luther King Jr Day	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
					20/20	

February 2022						
S	Mon	Tues	Wed	Thurs	Fri	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 President's Day	15	16	17	18	19
20	21	22	23 K-5 P/T Conf	24 K-5 P/T Conf	25 Kind P/T Conf	26
27	28					
					19/19	

March 2022						
S	Mon	Tues	Wed	Thurs	Fri	S
		1	2	3 End of Tri 2 (61 days) Minimum Day	4 No School	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
					22/23	

April 2022						
S	Mon	Tues	Wed	Thurs	Fri	S
					1	2
3	4 ** PTC Comp Day	5 Spring Break	6 Spring Break	7 Spring Break	8 Spring Break	9
10	11	12 HS P/T Conf	13 MS P/T Conf	14 Int P/T Conf	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
					17/19	

May 2022						
S	Mon	Tues	Wed	Thurs	Fri	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30 Memorial Day	31				1
					21/21	

June 2022						
S	Mon	Tues	Wed	Thurs	Fri	S
			1	2	3 Last Day of School/ End of Tri 3 (60 days) Min. Day	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
					3/22	

No School for Students
Beginning and End of School
**** April 4, 2022 - Designated Snow Day**

Parent Teacher Conferences
***For 12-month & classified employees, holidays are marked in bold and italicized throughout the year**

End of Trimester - MINIMUM DAY FOR STUDENTS/FULL DAY FOR TEACHERS
Approved by School Board _____

Recommendation:

It is recommended that the Board enter a lease purchase agreement to finance approximately one half of the East Brigham Elementary School of \$15 Million at 1.89% interest.

Recommended Motion:

I move to accept the lease purchase agreement and adopt the resolution (Exhibit C) agreement with Zions Bank to borrow \$15 million dollars for a ten-year term and authorize administration to represent the Board in the transaction and provide the information to complete the agreement.

Background:

The School Board Capital Committee recommended to the Board that a new building be erected in East Brigham on the old Bunderson School property to replace Foothill and Mountain View Elementary. The Board approved the project with the understanding that half of the building would be funded from building reserve funds and half would be financed.

Policy Implications:

No policy implications at this time.

Financial Implications:

The lease will obligate the School District to payments of \$1,660,301.64 million per year for 10 years to be paid out of the Capital Fund.

Staff Implications

None at this time

UTAH FIXED ALL PROPERTY LEASE

Long Name of Entity: Box Elder School District
Address: 960 S. Main Street
City, State Zip: Brigham City, UT 84302
Attention: Rod Cook

Public Finance Office:

County: Box Elder
Amount: 15,000,000.00
Rate: 1.89
Maturity Date: 11/25/2030
First Pmt Date: November 25, 2021
Payment Dates:
Auto Extend:
Governing Body: School Board
Resolution Date:
Dated Date: November, 2020

Day:

State: Utah

Tax-ID:

Sic Code:

Collateral Code:

Loan Officer Name:

Loan Officer Number:

\$ 15,000,000.00
BOX ELDER SCHOOL DISTRICT
Lease Purchase Agreement

Non-BQ Lease/Purchase Agreement of the Box Elder School District

Exhibit A. Calculation of Interest Component

Exhibit B. Description of Leased Property

Exhibit C. Resolution of Governing Body

Exhibit D. Opinion of Lessee's Counsel

Exhibit E. Security Documents

Exhibit F. Escrow Agreement

Form 8038-G

Wire Transfer Request

AFTER RECORDING RETURN TO:

ZMFU II, Inc.
ONE SOUTH MAIN STREET, 17TH FLOOR
SALT LAKE CITY, UT 84133

NON-BQ LEASE/PURCHASE AGREEMENT

Dated as of November 11, 2020

by and between

ZMFU II, INC,
as Lessor

and

BOX ELDER SCHOOL DISTRICT,
as Lessee

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NON-BQ LEASE/PURCHASE AGREEMENT

THIS NON-BQ LEASE/PURCHASE AGREEMENT, dated as of November 11, 2020, by and between ZMFU II, Inc., a corporation duly organized and existing under the laws of the State of Utah, as lessor (the “Bank”), and Box Elder School District (the “Lessee”), a public agency of the State of (the “State”), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H :

WHEREAS, the Lessee desires to finance the acquisition and/or construction of the real property and/or improvements, and/or the acquisition of the equipment described as the “Financed Property” in Exhibit B (the “Financed Property”) by entering into this Non-BQ Lease/Purchase Agreement with the Bank (the “Lease”); and

WHEREAS, the Lessee owns the real property and/or improvements, if any, described as the “Existing Property” in Exhibit B upon which the Financed Property is to be constructed and/or located (the “Existing Property”); and

WHEREAS, the Lessee agrees to lease the Existing Property, if any, to the Bank upon the terms and conditions set forth in this Lease; and

WHEREAS, the Bank agrees to sublease the Existing Property, if any, back to the Lessee, and to lease the Financed Property to the Lessee (the Existing Property, if any, and the Financed Property sometimes being referred to collectively herein as the “Leased Property”), upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the Original Term of this Lease, and any subsequent Renewal Terms (as herein defined), shall not extend beyond the 12-month period comprising the Lessee’s then current fiscal year, and that the payment obligation of the Lessee hereunder shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Lease, refer to this Lease as a whole.

“Advance” shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

“Acquisition Amount” means \$15,000,000.00 and is the amount represented by Lessee to be sufficient to acquire and/or construct the Leased Property and pay any ancillary costs associated therewith.

“Bank” shall have the meaning set forth in the Preamble hereof.

“Business Day” means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” means the date this Lease is executed by the Bank and the Lessee and shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

“Environmental Law” means all federal, state or local laws, statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law relating to public health and safety, worker health and safety, pollution, the environment, wetlands, the preservation and reclamation of natural resources or waste management, including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, solvents, urea formaldehyde, dioxins, polychlorinated biphenyls, noise or radiation, each as amended and as now or hereafter in effect. The term Environmental Law shall include (by way of illustration rather than limitation) the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 135, et seq., and the Hazardous Materials Transportation Act, 39 U.S.C. Section 1801, et seq. and any regulations, guidelines, directives or other interpretations of any such enactment, all as amended from time to time.

“Escrow Account” means the fund established and held by the Escrow Agent pursuant to the Escrow Agreement.

“Escrow Agent” means the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

“Escrow Agreement” means the Escrow Agreement dated November 11, 2020 executed by Lessee, Bank and the Escrow Agent, pursuant to which the Escrow Account is established and administered. A copy of the Escrow Agreement shall be found in Exhibit F.

“Event of Nonappropriation” shall have the meaning set forth in Section 3.2 hereof.

“Existing Property” shall have the meaning set forth in the Whereas clauses hereof.

“Existing Property Limited Lease Purposes” shall have the meaning set forth in Section 3.1(a) hereof.

“Existing Property Limited Lease Purposes Rental Value” shall have the meaning set forth in Section 3.1(a) hereof.

“Financed Property” shall have the meaning set forth in the Whereas clauses hereof.

“Governing Body” means the governing body of the Lessee.

“Hazardous Materials” means any hazardous, dangerous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance the manufacture, storage, transport, generation, use, treatment, exposure to, release, threatened release, discharge, remediation, cleanup, abatement, removal, possession, recycling, disposal or other disposition of which is prohibited or regulated (including without limitation, being subjected to notice, reporting, record keeping, or clean-up requirements) by any Environmental Law.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(l)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an “Obligation Instrument”), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Existing Property and/or the Financed Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal or Environmental Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute,

ordinance or regulation, including without limitation, any Environmental Law, to the best of the Lessee's knowledge. Neither the Lessee nor, to the best of Lessee's knowledge, any third party, has used, generated, manufactured, stored or disposed of on, under or about the Leased Property or transported to or from the Leased Property any Hazardous Materials.

In the event Hazardous Materials are discovered, and must be removed or remediated, and to the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, and its directors, officers, shareholders, employees, and agents, and successors to the Bank's interest in the chain of title to the Leased Property, and their directors, officers, shareholders, employees, and agents, from and against any and all loss, claim, damages, expense or liability, including reasonable attorneys' fees and other litigation expenses, to the full extent of such action as attributable, directly or indirectly, to:

- (i) the presence or use of, generation, storage, release, threatened release, or disposal of Hazardous Materials by any person on, in or under the Leased Property;
- (ii) use of the Leased Property or any part thereof as a dump site, permanent or temporary storage site or transfer station for any Hazardous Materials;
- (iii) violation of any Environmental Law affecting the Leased Property or any part thereof or any activity conducted on any part of the Leased Property; and
- (iv) any action or proceeding before any court, quasi-judicial body or administrative agency relating to the enforcement of any Environmental Law affecting the Leased Property or any part thereof or any activity conducted on any part of the Leased Property;

including, without limitation, all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, manufacture, storage, or disposal of Hazardous Materials, by the Lessee or any prior owner or operator of the Leased Property, including, without limitation, the cost of any required and necessary repair, cleanup, remediation, or detoxification and the preparation of any disclosure, or other required plans, whether such action is required or necessary prior to or following transfer of title to the Leased Property.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Financed Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Financed Property.

(D) Each advance of funds by the Bank to finance Financed Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Financed Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Financed Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Financed Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Financed Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Financed Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in

connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

(A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does

not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

(B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a corporation duly organized, existing and in good standing under the laws of the State of Utah, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease.

(a) Lease of Existing Property to Bank. The Lessee hereby leases the Existing Property, if any, to the Bank, for the sole purpose, and to the limited extent necessary, to provide access, ingress, egress, support, and/or parking, to, from, and for the Financed Property (the "Existing Property Limited Lease Purposes"). The Bank shall pay annually, to the Lessee, as rental for the Existing Property, the fair rental value of the Existing Property Limited Lease Purposes (the "Existing Property Limited Lease Purposes Rental Value"), plus the sum of \$1.00. For the sake of the Lessee's ease and convenience, for so long as the Lessee subleases the Existing Property from the Bank under Section 3.1(b) below:

(i) the subrental payment due under Section 3.1(b) from the Lessee to the Bank, for the Lessee's subrental of the Existing Property from the Bank; and

(ii) the rental payment (in excess of \$1.00) due under this Section 3.1(a) from the Bank to the Lessee, for the Bank's rental of the Existing Property from the Lessee;

both such amounts being equal to the Existing Property Limited Lease Purposes Rental Value, shall be netted against each other, and both of such payments shall be deemed to have occurred simultaneously, leaving the balance of \$1.00 net to be paid by the Bank to the Lessee annually for the limited rental of the Existing Property pursuant to this Section 3.1(a); provided, however, that the Bank shall continue to pay the Existing Property Limited Lease Purposes Rental Value to the Lessee as the annual lease payment for the limited rental of the Existing Property under this Section 3.1(a) in the event the Bank subleases the Existing Property to other parties as provided herein; and further provided that in the Event of Nonappropriation of Lease Payments as provided in Section 3.5, or an event of default hereunder, as provided in Section 7.2, the Bank may take possession of the Existing Property and sublease the Existing Property to other parties solely for the Existing Property Limited Lease Purposes as provided in Section 3.5.

(b) Sublease of Existing Property, if any, and Lease of Financed Property to Lessee.

The Bank hereby subleases the Existing Property, if any, to the Lessee for an annual rental that the Lessee hereby agrees to pay to the Bank equal to the Existing Property Limited Lease Purposes Rental Value described in Section 3.1(a), and leases the Financed Property to the Lessee for a rental that the Lessee hereby agrees to pay to the Bank at the times and in the amounts described in Section 3.4, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein. This Lease shall not operate as a merger of the Lessee's leasehold estate in the Financed Property pursuant to this Lease and its fee estate in the Existing Property and shall not cause the extinguishment of the leasehold interest in the Existing Property granted to the Bank under Section 3.1(a).

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D and E hereto.

SECTION 3.2 Term. The original term of this Lease shall commence on the date of execution of this Lease, which is also the date on which the Acquisition Amount is deposited with the Escrow Agent, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be extended for 10 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on , unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the "Scheduled Term" irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein. The lease of the Existing Property, if any, to the Bank pursuant to Section 3.1(a) shall have a term equal to the Term of this Lease unless this Lease is terminated pursuant to Section 3.3(a) or (c) in which case the term of the lease to the Bank of the Existing Property shall extend for the Scheduled Term plus an additional term equal to the shorter of: (i) the maximum term permitted by applicable State law; or (ii) ten (10) years.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term

in the adopted budget of the Lessee for the applicable fiscal year (an “Event of Nonappropriation”), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events; provided that in the event of termination pursuant to paragraphs (a) or (c) below, the lease of the Existing Property, if any, to the Bank pursuant to Section 3.1(a) shall continue in full force and effect:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Financed Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, in addition to the annual Existing Property Limited Lease Purposes Rental Value to be paid by the Lessee to the Bank for the sublease by the Lessee of the Existing Property from the Bank pursuant to Section 3.1(a), the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Financed Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the “Lease Payment Date”).

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession and Sublease of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a) or 3.3(c), the Lessee shall transfer the Financed Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Financed Property by virtue of the Bank’s ownership interest as lessor of the Financed Property, and to take possession of the Existing Property by virtue of the Bank’s leasehold interest in the Existing Property under Section 3.1(a) and at the Bank’s discretion, sublease the Existing Property to another entity for a term

not to exceed the Scheduled Term plus an additional term as provided in Section 3.2 hereof; provided, however, that in such event, the Bank's use of the Existing Property, if any, shall be solely for the Existing Property Limited Lease Purposes described in Section 3.1(a) and the Bank will pay to the Lessee the annual Existing Property Limited Lease Purposes Rental Value described in Section 3.1(a) for such minimal use of the Existing Property during the term of such use.

To the extent the Financed Property is equipment or fixtures, the Lessee at the Bank's direction shall ship such Financed Property to the destination designated by the Bank by loading such Financed Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms,

to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

SECTION 4.3 Flood Insurance. If, at any time during the term of this Lease Agreement, it is determined that any part of the Leased Property is located in a flood zone, as determined in accordance with 12 CFR Chapter 1, Part 22 or its successor (the "Flood Insurance Regulations"), the Lessee, at its own expense, shall obtain and maintain for the entire term of this Lease Agreement flood insurance covering the Leased Property in such form and amount as is required under the Flood Insurance Regulations. If at any time during the term of this Lease Agreement, the Lessee shall fail to maintain such adequate flood insurance, the Bank may, to the extent permitted by law, purchase such insurance on the Lessee's behalf, and the cost thereof shall be deemed to be additional rent payable by the Lessee on the Bank's demand as specified in Section 5.6 of this Lease Agreement. The Lessee shall provide evidence of the renewal or replacement of such flood insurance at least 15 days prior to its expiration.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

SECTION 5.2 Interest in the Leased Property and this Lease. The Bank does and shall hold a leasehold interest in the Existing Property. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Financed Property, the Lessee having selected the Financed Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Financed Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Financed Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event

shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Financed Property by virtue of the Bank's ownership interest as lessor of the Financed Property and take possession of the Existing Property by virtue of the Bank's leasehold interest in the Existing Property under Section 3.1(a) and, at the Bank's discretion, sublease the Existing Property to another entity for a term not to exceed the Scheduled Term plus an additional term as provided in Section 3.2. hereof. The Bank shall have the right to retain all rental proceeds in the event of such sublease of the Existing Property.

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease, the Security Documents (defined in Section 9.3), the Escrow Agreement or as a secured party in any and all of the Financed Property or the Escrow Account hereunder.

(d) Terminate the Escrow Agreement and apply the proceeds in the Escrow Account to the Lease Payments due hereunder.

Notwithstanding the foregoing, the Bank's interest in the Existing Property is a leasehold interest only and, therefore, the Bank shall have no right to sell or foreclose upon the Existing Property hereunder, if any.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Financed Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Financed Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZMFU II, Inc.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133
Attention: Kirsi Hansen

If to the Lessee:

Box Elder School District
960 South Main Street
Brigham City, Utah 84302
Attention: Rod Cook

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Financed Property as Lessor under this Lease is deemed to be a security interest in the Financed Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Financed Property and any moneys and investments held from time to time in the Escrow Account to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Financed Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Financed Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZMFU II, Inc., as Lessor

By: _____
Authorized Representative

BOX ELDER SCHOOL DISTRICT, as Lessee

By: _____
Title

STATE OF)
COUNTY OF)

On _____ before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary _____ (Seal)

STATE OF)
COUNTY OF)

On _____ before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary _____ (Seal)

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of one and eighty-nine hundredths percent (%) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I
11/25/2020	-	-	-	-
11/25/2021	1,376,801.64	1.890%	283,500.00	1,660,301.64
11/25/2022	1,402,823.19	1.890%	257,478.45	1,660,301.64
11/25/2023	1,429,336.54	1.890%	230,965.09	1,660,301.63
11/25/2024	1,456,351.01	1.890%	203,950.63	1,660,301.64
11/25/2025	1,483,876.04	1.890%	176,425.60	1,660,301.64
11/25/2026	1,511,921.30	1.890%	148,380.34	1,660,301.64
11/25/2027	1,540,496.61	1.890%	119,805.03	1,660,301.64
11/25/2028	1,569,612.00	1.890%	90,689.64	1,660,301.64
11/25/2029	1,599,277.66	1.890%	61,023.97	1,660,301.63
11/25/2030	1,629,504.01	1.890%	30,797.63	1,660,301.64
Total	\$15,000,000.00	-	\$1,603,016.38	\$16,603,016.38

EXHIBIT B

DESCRIPTION OF THE EXISTING PROPERTY, IF ANY

DESCRIPTION OF THE FINANCED PROPERTY

DESCRIPTION OF THE LEASED PROPERTY

The “Leased Property” shall consist of the “Existing Property,” if any, and the “Financed Property” described above.

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Non-BQ Lease/Purchase Agreement with ZMFU II, Inc., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, the School Board (the “Governing Body”) of Box Elder School District (the “Lessee”) has determined that the leasing of the property described in the Non-BQ Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of Box Elder School District as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of _____, .

By _____

Print Name _____

Title _____

Attest:

By _____

Print Name _____

Title _____

STATE OF
COUNTY OF

)
) ss.
)

I, _____ hereby certify that I am the duly qualified and acting
_____ of (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on _____, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 2019.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this _____ day of _____, 2019.

By _____

Print Name _____

Title _____

EXHIBIT D

Opinion of Lessee's Counsel

To: ZMFU II, Inc.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for Box Elder School District ("Lessee"), I have examined duly executed originals of the Non-BQ Lease/Purchase Agreement (the "Lease") dated this day of , between the Lessee and ZMFU II, INC., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of (the "State").
2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.
5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.

9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

A copy of the foregoing Non-BQ Lease/Purchase Agreement to which this Exhibit E is attached shall be recorded at the office of the Recorder for the County in which the Existing Property referenced therein is located.

EXHIBIT F

ESCROW AGREEMENT

[Attach Escrow Agreement]

MONTHLY FINANCIAL REPORT

October 31, 2020

				Current	Prev Bud vs		
		2020-21	2020-21	Bud vs	Actual	2019-20	2019-20
	Description	Preliminary	YTD	Actual	Actual	YTD	Revised
				%	%		
	Percent of Year completed to date			33.3%	33.3%		
	Percent of 9 month contract complete			25.0%	25.0%		
1	GENERAL FUND (M&O) FUND (10)						
2							
3	REVENUE:						
4	Local						
5	Property	22,255,309	452,924	2.0%	1.9%	414,809	22,279,801
6	Tuitions	645,000	32,503	5.0%	7.2%	45,890	640,000
7	Inv Earnings	445,000	33,081	7.4%	0.0%	100	645,234
8	Inidr. Costs-SL	680,000	0	0.0%	0.0%	0	650,000
9	Rental Fees/Building/Tra	230,000	13,697	6.0%	18.5%	17,621	95,000
10	Other	790,000	84,546	10.7%	12.5%	151,943	1,218,072
11	State	69,695,271	22,474,433	32.2%	31.5%	21,774,463	69,225,000
12	Federal	4,525,000	183,260	4.0%	-1.0%	-47,503	4,525,000
13	Misc./ Fund Bal	0					
14	TOTAL M & O						
15	REVENUE	99,265,580	23,274,444	23.4%	22.5%	22,357,323	99,278,107
16	Beg Balance	1,603,336					1,892,331
17	Less:						
18	Ending Balance	2,249,988					1,603,336
19	TOTAL M & O FUNDS						
20	available	98,618,928	23,274,444	23.6%	22.5%	22,357,323	99,567,102
21	EXPENDITURES:						
22	Instruction (1000)						
23	Salaries	45,233,157	10,486,275	23.2%	22.8%	10,296,496	45,233,157
24	Benefits	17,153,955	5,001,074	29.2%	30.0%	5,138,924	17,153,955
25	Purchased Serv.	2,070,500	818,088	39.5%	30.5%	631,777	2,070,500
26	Supplies/Textbooks	2,503,086	2,451,297	97.9%	35.1%	879,164	2,503,086
27	Equipment	250,000	236,796	94.7%	88.8%	355,266	400,000
28	Other	450,000	7,762	1.7%	0.0%	0	450,000
29	Total	67,660,698	19,001,292	28.1%	25.5%	17,301,627	67,810,698
30							
31	Student Services (2100)						
32	Salaries	3,189,715	798,022	25.0%	23.7%	756,772	3,189,715
33	Benefits	1,045,807	320,234	30.6%	29.7%	310,453	1,045,807
34	Other	350,000	14,619	4.2%	34.3%	120,177	350,000
35	Total	4,585,522	1,132,875	24.7%	25.9%	1,187,402	4,585,522
36							
37	Instructional Staff (2200)						
38	Salaries	1,396,821	461,752	33.1%	29.3%	386,317	1,316,821
39	Benefits	495,096	189,938	38.4%	31.8%	149,258	470,024
40	Other	450,000	68,537	15.2%	10.0%	44,829	450,000
41	Total	2,341,917	720,227	30.8%	25.9%	580,404	2,236,845

MONTHLY FINANCIAL REPORT
October 31, 2020

				Current	Prev Bud vs		
		2020-21	2020-21	Bud vs	Actual	2019-20	2019-20
	Description	Preliminary	YTD	Actual	Actual	YTD	Revised
				%	%		
	Percent of Year completed to date			33.3%	33.3%		
	Percent of 9 month contract complete			25.0%	25.0%		
42	District Administration (2300)						
43	Salaries	479,554	111,930	23.3%	30.9%	104,808	339,554
44	Benefits	219,134	57,587	26.3%	32.8%	57,426	175,258
45	Purch Services	178,000	45,033	25.3%	36.8%	65,564	178,000
46	Liability Insurance	250,235	0	0.0%	100.0%	235,235	235,235
47	Supplies	35,000	12,569	35.9%	47.6%	16,665	35,000
48	Other	25,000	21,251	85.0%	84.8%	20,343	24,000
49	Total	1,186,923	248,370	20.9%	50.7%	500,041	987,047
50	School Administration (2400)						
51	Salaries	3,854,303	1,201,357	31.2%	5.3%	1,159,284	3,854,303
52	Benefits	1,641,487	497,604	30.3%	5.0%	500,585	1,641,487
53	Prof Serv/Travel	88,000	21,578	24.5%	46.9%	23,825	88,000
54	Other	15,000	10,030	66.9%	47.7%	10,795	15,000
55	Total	5,598,790	1,730,569	30.9%	30.3%	1,694,489	5,598,790
56							
57	Business & Support (2500)						
58	Salaries	689,377	216,824	31.5%	29.5%	203,174	689,377
59	Benefits	247,312	83,787	33.9%	33.2%	82,096	247,312
60	Purchased Services	159,665	49,061	30.7%	25.8%	41,254	159,665
61	Other	25,000	7,350	29.4%	28.6%	7,151	25,000
62	Total	1,121,354	357,022	31.8%	29.8%	333,675	1,121,354
63							
64	Operation & Maintenance (2600)						
65	Salaries	5,039,094	1,601,633	31.8%	33.5%	1,542,182	4,607,094
66	Benefits	2,068,328	687,459	33.2%	35.0%	675,646	1,932,939
67	Electricity	959,212	207,945	21.7%	24.7%	211,536	857,397
68	Purchased Service	420,000	249,956	59.5%	43.0%	303,448	705,000
69	Telephone	162,750	85,468	52.5%	54.9%	120,829	220,000
70	Natural Gas	513,838	22,060	4.3%	5.3%	25,764	489,000
71	Prop Insurance	250,329	0	0.0%	98.2%	236,456	240,698
72	Repair	270,000	56,072	20.8%	37.3%	65,975	177,000
73	Supplies	660,300	327,951	49.7%	41.2%	452,868	1,100,000
74	Other	2,500	150	6.0%	0.0%	0	2,500
75		0					0
76	Total	10,346,350	3,238,694	31.3%	35.2%	3,634,704	10,331,628
77							

MONTHLY FINANCIAL REPORT

October 31, 2020

				Current	Prev Bud vs		
		2020-21	2020-21	Bud vs	Actual	2019-20	2019-20
	Description	Preliminary	YTD	Actual	Actual	YTD	Revised
				%	%		
	Percent of Year completed to date			33.3%	33.3%		
	Percent of 9 month contract complete			25.0%	25.0%		
78	Transportation (2700)						
79	Salaries	2,866,953	613,810	21.4%	22.1%	634,458	2,866,953
80	Benefits	835,777	226,062	27.0%	27.4%	228,966	835,777
81	Purch Serv	280,000	45,469	16.2%	24.7%	69,230	280,000
82	Fuel	590,000	57,498	9.7%	13.7%	80,918	590,000
83	Supplies	357,565	61,404	17.2%	19.6%	70,259	357,565
84	Other/Property	1,010,000	1,008,680	99.9%	106.4%	1,074,262	1,010,000
85	Total	5,940,295	2,012,923	33.9%	36.3%	2,158,093	5,940,295
86	Community Services (3300)						
87	Salary	627,250	178,582	28.5%	23.1%	145,047	627,250
88	Benefits	169,818	55,106	32.5%	28.6%	48,618	169,818
89	Purchased Serv	347,727	4,563	1.3%	137.1%	65,448	47,727
90	Supplies/Util	168,872	19,952	11.8%	24.6%	16,958	68,872
91	Property	87,105	1,063	1%	5.5%	305	5,500
92	Other Objects	30,756	3,763	12.2%	4.4%	1,578	35,756
93	Desig. Fund Bal						
94	Total	1,431,528	263,029	18.4%	29.1%	277,954	954,923
86	Total Expenditures	100,213,377	28,705,001	3	3	27,668,389	99,567,102
95	Interfund Trans	0	0			1	1
96	Change Desig Fund Bal	0	0			1	0
97	Other/Budget Cuts	0	0			1	0
98	TOTAL EXPENDITURERS	0					0
99	M & O	100,213,377	28,705,001	28.64%	27.8%	27,668,392	99,567,103

MONTHLY FINANCIAL REPORT
October 31, 2020

				Current	Prev Bud vs		
		2020-21	2020-21	Bud vs	Actual	2019-20	2019-20
	Description	Preliminary	YTD	Actual	Actual	YTD	Revised
				%	%		
	Percent of Year completed to date			33.3%	33.3%		
	Percent of 9 month contract complete			25.0%	25.0%		
100	School Activity Fund (21)						
101							
102	REVENUE:						
103	School Deposits	4,400,000	1,509,258	34.3%	39.4%	1,692,795	4,300,000
104							
105	Other		0			0	
106	Total Revenue	4,400,000	1,509,258	34.3%	39.4%	1,692,795	4,300,000
107	EXPENDITURES:						
108	Purchased Services	902,150	70,514	7.8%	29.9%	169,126	565,000
109	Supplies	2,882,850	779,113	27.0%	26.7%	885,078	3,319,253
110	Equipment	290,000	9,133	3.1%	48.2%	43,755	90,747
111	Desig/Other/Adm	325,000	65,506	20.2%	29.2%	94,802	325,000
112	Total Expenditures						
113	School Activity	4,400,000	924,266	21.0%	27.7%	1,192,761	4,300,000
114	DEBT SERVICE FUND (31)						
115							
116	REVENUE:						
117	Property Tax	2,805,364	51,541	1.8%	1.7%	47,204	2,805,364
118	Interest	105,750	13,841	13.1%	0.3%	564	165,000
119	Other						0
120	Total	2,911,114	65,382	2.2%	1.6%	47,768	2,970,364
121	Begining Bal	5,696,268	7,800,099			7,800,099	5,696,268
122	LESS:						
123	Ending Balance	6,034,982	7,167,630				6,034,982
124	Funds Available	4,530,220	5,043,881	111.3%	162.8%	7,847,867	4,820,132
125	EXPENDITURE:						
126	Bond Debt	3,927,162	2,819,100	71.8%	73.3%	2,812,250	3,837,000
127	Fees	150,000	2,500	0.0%	26.3%	2,500	9,500
128	Other Uses	0	0			0	0
129	Total	4,077,162	2,821,600	69.2%	73.2%	2,814,750	3,846,500

MONTHLY FINANCIAL REPORT

October 31, 2020

				Current Bud vs Actual	Prev Bud vs Actual		
	2020-21 Preliminary	2020-21 YTD		%	%	2019-20 YTD	2019-20 Revised
Description							
Percent of Year completed to date				33.3%	33.3%		
Percent of 9 month contract complete				25.0%	25.0%		
130 CAPITAL OUTLAY FUND (32)							
131							
132 REVENUE:							
133 Property Tax	11,105,000	233,331		2.1%	1.8%	213,695	11,983,675
134 Interest	500,000	77,076		15.4%	0.1%	831	575,000
135 Other	168,000	22,597		13.5%	12.5%	19,814	158,000
136 State	120,000	27,334				37,543	120,000
137 Federal /MBA	0	30,058				34,940	0
138 Ins./Prop.Recry	180,000	19,845		11.0%	22.6%	21,511	95,000
139 Total Revenue	12,073,000	410,241		3.4%	2.5%	328,334	12,931,675
140 Lease Revenue MBA		0				0	0
141 Other Sources(F50)	345,580	0				0	345,580
142 Desig. Fund Bal	0						0
143 TOTAL REVENUE CAPITAL							
144 OUTLAY	12,418,580	410,241		3.3%	2.5%	328,334	13,277,255
145 Beg. Balance	17,839,288						18,006,035
146 Less:							
147 Ending Balance	17,512,867						17,839,288
148 Capital Outlay Funds							
149 available	12,745,001	410,241		3.2%	2.4%	328,334	13,444,002

MONTHLY FINANCIAL REPORT

October 31, 2020

				Current	Prev Bud vs		
		2020-21	2020-21	Bud vs	Actual	2019-20	2019-20
	Description	Preliminary	YTD	Actual	Actual	YTD	Revised
				%	%		
	Percent of Year completed to date			33.3%	33.3%		
	Percent of 9 month contract complete			25.0%	25.0%		
150	EXPENDITURES:						
151	Oper/Maint	0	0			0	
152	Other Equipment		1,000			0	
153	Purchased Services	55,000	250	0.5%	24.1%	8,428	35,000
154	Technology/Software	810,000	824,743	101.8%	41.4%	658,654	1,590,000
155	Improvement	1				0	1
156	Buildings Maint	2,300,000	1,097,142	47.7%	66.7%	1,266,627	1,900,000
157	Vehicles	1,180,000	140,010	11.9%	1.0%	12,025	1,200,000
158	Furniture/Equip	1,424,998	650,263	45.6%	217.6%	1,359,905	625,000
159	Other Objects	1	0	0.0%	0.0%	0	154,000
160	Vehicle charges	1	0			0	1
161	Total Capital	5,770,001	2,713,408	47.0%	60.1%	3,305,639	5,504,002
162	West Tremonton Elem/Ot	100,000	0	0.0%		2,455	1
163	Other Proj	150,000	102,793	68.5%	3.4%	512	15,000
164	Sunrise High School	5,000,000	2,289,419	45.8%	1.1%	55,721	5,100,000
165	Brigham East Elem	800,000	147,675	18.5%	0.0%	0	400,000
166	HS Athletic Facilities	200,000	174,977	87.5%	56.4%	1,183,390	2,100,000
167	Property Purchase	400,000	0			0	0
168	Total Construction	6,650,000	2,714,864	40.8%	16.3%	1,242,078	7,615,001
169	Desig. F Bal						
170	MBA/Bond Fee/Fund 50	325,000	31,942	9.8%	11.5%	37,250	325,000
171	Other	0	0			0	0
172	TOTAL EXPENDITURES CAPITAL						
173	OUTLAY	12,745,001	5,460,214	42.8%	34.1%	4,584,967	13,444,003

MONTHLY FINANCIAL REPORT

October 31, 2020

				Current Bud vs Actual	Prev Bud vs Actual		
		2020-21 Preliminary	2020-21 YTD	%	%	2019-20 YTD	2019-20 Revised
Description							
	Percent of Year completed to date			33.3%	33.3%		
	Percent of 9 month contract complete			25.0%	25.0%		
174	SCHOOL FOOD SERVICE FUND (49)						
175							
176	REVENUE:						
177	Lunch Sales	1,395,000	123,138	8.8%	19.8%	267,080	1,350,000
178	Other Local	6,100	271	4.4%	0.0%	0	6,100
179	State	1,075,000	108,000	10.0%	10.4%	111,879	1,075,000
180	Federal	2,872,000	603,292	21.0%	13.2%	406,161	3,072,000
181	Other/Inventory Adj	0	0		0.0%	0	1
182	TOTAL REVENUE SCHOOL						
183	FOODS	5,348,100	834,701	15.6%	14.3%	785,120	5,503,101
184	Beg. Balance	406,751					690,707
185	Less:						
186	Ending Balance	202,795					406,751
187	School Food Service Funds						
188	available	5,552,056	834,701	15.0%	13.6%	785,120	5,787,057
189	EXPENDITURES:						
190	Salaries	2,190,899	467,852	21.4%	20.4%	447,034	2,190,899
191	Benefits	657,157	166,300	25.3%	25.2%	165,672	657,157
192	Food/Supplies	2,294,000	556,564	24.3%	19.2%	485,784	2,524,000
193	Equipment	60,000	21,361	35.6%	9.9%	11,667	118,000
194	Other Costs	50,000	6,189	12.4%	361.9%	7,237	2,000
195	Dir/Indirect Costs	300,000	139	0.0%	0.0%	0	295,000
196	TOTAL EXPENDITURES SCHOOL						
197	FOODS	5,552,056	1,218,405	21.9%	19.3%	1,117,394	5,787,056

MONTHLY FINANCIAL REPORT
October 31, 2020

				Current Bud vs Actual	Prev Bud vs Actual		
		2020-21 Preliminary	2020-21 YTD	%	%	2019-20 YTD	2019-20 Revised
Description							
	Percent of Year completed to date			33.3%	33.3%		
	Percent of 9 month contract complete			25.0%	25.0%		
198	Foundation Fund (75)						
199							
200	REVENUE:						
201	Total Revenue	80,000	59,035	73.8%	27.6%	22,076	80,000
202	Avallable Revenue	80,000	59,035	73.8%	27.6%	22,076	80,000
203	EXPENDITURE:						
204	Expenses	80,000	22,970	28.7%	62.4%	84,193	135,000
205	Changes/Desg Fund Bal	0					0
206	TOTAL EXPENDITURE	80,000	22,970	28.7%	62.4%	84,193	135,000
207	Agency Fund (76)						
208							
209	REVENUE:						
210	Agent Services	105,000	2,954	2.8%	66.0%	19,400	29,400
211	State	0	4,359			0	0
212	Federal	0					0
213	Other	7,000	0	0.0%	12.1%	2,222	18,331
214	TOTAL REVENUE/BB						
215	AGENCY FUND	112,000	7,313	6.5%	45.3%	21,622	47,731
216	EXPENDITURE:						
217	Instruction	0	12,489			0	0
218	NUCC	105,000	0	0.0%	18.1%	6,500	35,899
219	Other	7,000	0	0.0%	12.8%	896	7,000
220	Changes/Desg Fund Bal	0					0
221	TOTAL EXPENDITURES						
222	AGENCY FUND	112,000	12,489	11.2%	17.2%	7,396	42,899
223							
224							
225			SUMMARY			SUMMARY	
226							
227	GRAND TOTAL FUNDS AVAILABLE						
228	ALL FUNDS	126,038,205	26,160,374	20.8%	19.7%	25,255,038	128,046,024
229	GRAND TOTAL EXPENDITURE						
230	ALL FUNDS	127,179,596	39,164,945	30.8%	29.5%	37,469,853	127,122,561

POLICY 5280

Student Discipline - District Program

- A. A necessary part of the learning process is self-control. Our goal in education is the growth of the individual in learning to control and appropriately conduct him/herself. Students are expected to follow accepted rules of conduct, to show respect for other people, and to obey persons in authority at the school.
- B. Alternatives to suspension for non-violent and less extreme disciplinary situations should be developed in each school.
- C. The primary purpose of a resource officer is to be proactive in the attempt to avoid crime within the school as well as the community. Our primary goal regarding student discipline is to change behavior. The school resource officer functions as a member of a team charged with accomplishing that goal.
- D. A student may be fined, suspended and/or recommended for expulsion from school for any of the prohibited conduct listed below when it occurs in a school building, or on or in proximity to school property; in conjunction with any school sponsored activity; in or on a school vehicle; is directed at or against another student or a district employee; or when it threatens harm or does harm to the school, school property, a person associated with the school, or property of a person associated with the school.
 - 1. Any unlawful conduct, "Unlawful conduct" means any conduct by a student which violates any local, state, or federal law or regulation, or violates any District or school policy, or violates the legal rights of another person, and includes, but is not limited to, the following: Harassment, Burglary, Theft, Criminal mischief, Assault, Gang activity, Making a false alarm, Willfully defaces or otherwise injures school property, Disrupting the operation of a school, Terroristic Threats and Sexual Harassment. Each as defined in [Utah Code §§ 76-5, 76-6, 76-9, 53G-6](#).
 - a. Frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including the use of foul, profane, vulgar, or abusive language.
 - b. Willful destruction or defacing of school property.

- c. Behavior or threatened behavior which poses an immediate and significant threat to the welfare, safety, or morals of other students or school personnel, or to the operation of the school.
 - d. Disruptive behavior, defined as conduct which unreasonably interferes with the educational process or instruction of students in the classroom or elsewhere, including foul, profane, vulgar or abusive language.
 - e. Possession or use of pornographic material on school property that would constitute a misdemeanor offense under [Utah Code § 76-10-1235](#). (This includes accessing such material through the District computer network or by using any District-owned device.)
 - f. Bullying, harassment, cyberbullying, retaliation, and making false allegations of bullying, bullying or retaliation as defined in [Utah Code § 53G-6](#).
 - g. Any use of an electronic device or camera to record sounds or images or otherwise capture material in an unauthorized setting or at an unauthorized time shall subject the user of the device to increased discipline based on the circumstances and whether the student has been involved in prior violations of this policy.
 - 1) The use of any device or any electronic device or camera to threaten, intimidate or embarrass another or to capture and transmit test information or any other information in a manner constituting fraud, theft or academic dishonesty will result in an immediate suspension of not less than three (3) days nor more than ten (10) days.
 - i. The use of any device in a manner which may be physically harmful to another person, such as shining a laser in the eyes of another student, will result in an immediate suspension of not less than three (3) days nor more than ten (10) days. When a student repeatedly engages in such behavior, the punishment may be increased as is appropriate.
1. Selling, giving, delivering, transferring, possessing, controlling, or distributing an alcoholic beverage on or in proximity to school property or at or in proximity to any school sponsored event.

2. Selling, giving, delivering, transferring, possessing, controlling, or distributing tobacco products on or in proximity to school property or at or in proximity to any school sponsored event. Students shall not smoke or use tobacco products on school property or at any school-related or school-sanctioned activity on or off school property. "Tobacco products" includes an electronic cigarette as that has been defined by state law ([Utah Code § 76-10-101](#)).
3. Being under the influence of an alcoholic beverage or controlled substance on or in proximity to school property or at or in proximity to any school sponsored event.
4. Engaging in, assisting, permitting, or otherwise being involved in hazing, as provided by the District's policy prohibiting hazing.
5. Engaging in conduct that contains the elements of the offense of arson or aggravated arson under the Utah Criminal Code.
6. Engaging in conduct that contains the elements of any felony.
7. Sexual Harassment.
8. Gang-related activity: A "gang" as defined in this policy means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or have engaged in a pattern of criminal gang activity. Gang-related activity includes but is not limited to:
 - a. Wearing, possessing, using or distributing, displaying or selling any clothing, jewelry, emblem, badge, symbol, sign or other things which evidence membership in a gang.
 - b. Use of a name associated with or attributable to a gang;
 - c. Designating "turf" or an area for gang activity or occupation.

E. Conduct Which Requires Suspension or Expulsion

1. A student shall be suspended or expelled from school for participation in any serious violation affecting another student or a staff member, or any serious violation when it

occurs in a school building, in or on school property; or in conjunction with any school sponsored activity including:

- a. The sale, control, delivery, transfer or distribution of a drug or controlled substance, as defined in [Utah Code § 58-37-2](#), an imitation controlled substance, as defined in [Utah Code § 58-37b-2](#), or drug paraphernalia as defined in [Utah Code § 58-37a-3](#).
- b. Commission of an act involving the use of force or the threatened use of force which if committed by an adult would be a felony or class A misdemeanor.

F. Conduct Which Requires a 1-year Expulsion;

1. A student shall be expelled from school for not less than one year, subject to the 45-day review process for mandatory year expulsions set forth below, if the student participates in any serious violation affecting another student or a staff member, or any serious violation when it occurs in a school building, in or on school property; or in conjunction with any school sponsored activity including one of the following violations:
 - a. possession, control or actual or threatened use of a real weapon, explosive, or flammable device or material;
 - b. the actual or threatened use of a look-alike or pretend weapon with intent to intimidate another person or to disrupt normal school activities.

G. Discipline Rules for Students With Disabilities

1. Removal of students with disabilities shall be in compliance with [Policy 5006 Safe Schools – Disciplining Students with Disabilities](#).

H. Following a determination that a student has committed a violation, the student may be subject to one of the following remedial measures or disciplinary sanctions, as is determined to be appropriate for the violation or as is required by the terms of State or other District policies.

1. Remedial Measures

- a. Continued school attendance subject to the terms of a remedial discipline plan prepared to correct the violation. This remedial measure is available only where the violation is for willful disobedience, defiance of authority, or disruptive behavior when such conduct is not of such a violent or extreme nature that immediate removal from school is required.
- b. Continued school and class attendance accompanied by the student's parent for a designated period of time. This remedial measure is available only with the consent of the student's teacher or teachers and the agreement of the student's parent. The parent must agree to attend all of the student's classes for each day of the suspension. If the parent fails to attend class with the student, the student shall then be subject to suspension or other discipline in accordance with this policy.
- c. In-school suspension. Attendance in a designated in-school suspension program. Students shall be instructed in the essential elements of the courses in which they are enrolled at the time of removal.
- d. Voluntary transfer. Voluntary transfer to another school, campus, community-based alternative school or other special program within the district, subject to the admission criteria of such alternative programs.
- e. Withholding grade reports, diplomas and transcripts. If the district determines that school or district property has been lost or willfully cut, defaced or otherwise injured by a student, the district may withhold the issuance of official written grade reports, diplomas and transcripts of the student responsible for the damage or loss until the student or student's parent has paid for the damages. If the student and the student's parent are unable to pay for the damages or if it is determined by the school in consultation with the student's parents that the student's interests would not be served if the parents were to pay for the damages, then the district shall provide a program of voluntary work for the student in lieu of the payment.

[Utah Code § 53G-8-212](#)

- f. Students subject to remedial measures will continue to receive educational services from the district according to the remedial measure. A student transferred to another school or program within the district will receive educational services through that school or program.

2. Disciplinary Sanctions

- a. Detention. See district [Policy 5285 Detention of Students After School Hours](#)
- b. Suspension.
- c. Involuntary transfer. Involuntary transfer to another school, campus, community-based alternative school or other special program within the District.
- d. Expulsion.

I. Authority to Impose Discipline

1. A school principal or assistant principal may suspend a student for a maximum of ten days.
2. The superintendent may suspend a student for up to one (1) school year.
3. The Board of Education may suspend a student for up to one (1) school year or expel a student for a fixed or indefinite period of time.

J. Remedial measures or disciplinary sanctions may be imposed on a student only after it has been determined, following appropriate due process, that the student has committed a violation. The nature of the due process required depends in part on the magnitude of the penalty to be imposed

1. Short-term Suspension (up to 10 days)
 - a. Prior to imposing a suspension, the school principal or assistant principal shall meet with the student, if possible, to discuss the incident(s) and to provide the student an opportunity to respond. The principal or assistant principal shall then determine whether a violation has occurred and whether suspension or other discipline is appropriate.
 - b. If the school principal or assistant principal makes an initial determination that the violation warrants long-term suspension or expulsion, the school principal may recommend those sanctions and may impose a short-term suspension pending a meeting with the Superintendent.

- c. A suspended student shall immediately leave the school building and grounds following a determination by the school of the best way to transfer custody of the student to the parent or other person authorized by the parent or applicable law to accept custody of the student.
2. A suspended student and his/her parent are to be notified of the suspension, the reason for the suspension, the period of time for which the student is suspended, and the time and place the parent is to meet with a designated school official to review the suspension. This meeting shall be scheduled to occur as soon as is practicable, but in all cases prior to the end of the tenth day of the suspension.
 - a. At this meeting, the principal or assistant principal shall review with the parent and student the charges and evidence against the student, and shall provide the student and parent with an opportunity to respond. During this meeting, the principal or assistant principal may determine whether the suspension previously imposed should be maintained, whether to adopt an alternative remedial measure, or whether the suspension should be terminated. The principal or assistant principal should also discuss with the parent a plan to avoid recurrence of the problem.

K. Long-term Suspension or Expulsion

1. If the principal or assistant principal recommends long-term suspension or expulsion, he or she shall notify the superintendent of that recommendation. The superintendent shall then schedule a hearing to be held with the student's parent, the student, and the superintendent or the superintendent's designee. The hearing shall be scheduled to take place prior to the tenth day of the student's suspension where possible.
2. The superintendent shall provide written notice of the date, time and place of the hearing to the student and his or her parent so as to afford a reasonable opportunity for preparation. The notice shall include a statement of the charges against the student, that a recommendation has been made for suspension for more than 10 days or for expulsion and the period of time for which suspension or expulsion has been recommended. The statement of the charges against the student shall include the nature of the evidence and the names of any witnesses whose testimony may be used against the student unless confidentiality is required due to the necessity to protect student witnesses.

3. The superintendent or the superintendent's designee shall preside at and conduct the hearing. The district and the student may each be represented by a person of their choice. Each side may present testimony of witnesses or other evidence, may cross-examine witnesses and may make legal arguments relevant to the issues. However, the district may present hearsay evidence if confidentiality is required due to the necessity to protect witnesses.
4. At the conclusion of the hearing, the superintendent or designee shall make a final determination of the matter, and shall state his or her determination to those attending the hearing. The determination shall then be placed in writing and mailed to the student and his or her parent. Upon a finding that the student has engaged in conduct warranting discipline, the superintendent may determine what discipline or remedial measures are appropriate for the conduct. If the superintendent determines that the appropriate sanction is expulsion, then that sanction must be authorized by the Board of Education. Apart from expulsion, the superintendent may impose any of the available remedial measures or sanctions as are found to be appropriate. In determining the appropriate sanction, the superintendent shall consider whether alternatives to suspension are appropriate or available.
5. A student or parent in behalf of a student may appeal the determination of the superintendent to the Board of Education by filing a written notice of appeal with the superintendent within ten (10) days of the date the decision of the superintendent is mailed to the student. No further hearing will be held. The Board will review the evidence submitted to the superintendent and the written determination of the superintendent. The Board may affirm the superintendent's decision or modify the Superintendent's decision. The Board's written decision will be issued within thirty (30) days of receipt of the student's written notice of appeal.
6. If the superintendent recommends expulsion for an indefinite or definite period of time, then the superintendent will transmit that recommendation to the Board of Education along with the record of evidence submitted to the superintendent. The Board may review the recommendation based on this record or may at its sole discretion accept further evidence. Following its review, the Board may accept, modify, or reject the recommendation, or impose other disciplinary sanctions. This decision is final.
7. Where a student has been expelled for one year because of a violation involving a weapon, explosive, or flammable material, a hearing shall be held within 45 days of

the imposition of the expulsion. This hearing shall be held before the superintendent or the superintendent's designee, and shall be attended by the student and a parent of the student. At this hearing, the superintendent shall determine;

- a. what conditions must be met by the student and the student's parent for the student to return to school;
 - b. whether the student should be placed on probation in a regular or alternative school setting, and if so what conditions must be met by the student to assure the safety of students and staff at the school the student is placed in; and
 - c. if it would be in the best interest of both the school district and the student to modify the expulsion term to less than a year, giving highest priority to providing a safe school environment for all students.
 - d. If the superintendent or his or her designee determines that the student should return to school prior to the expiration of the one-year expulsion term conditioned on compliance with the conditions established by the superintendent, then the superintendent shall submit that recommendation to the Board of Education. If the Board of Education approves the return, the student may return to school pursuant to the conditions established.
8. A student may be denied admission to a public school on the basis of having been expelled from that or any other school during the preceding 12 months.
- L. Whenever a student is found on school property during school hours or a school sponsored activity in possession of a dangerous weapon and that information is reported to or known by the principal, the principal shall notify appropriate law enforcement personnel as well as school and district personnel who, in the opinion of the principal should be informed.
- M. When a student is expelled or is suspended for more than 10 days, it is the responsibility of the student's parent to undertake an alternative education plan which will ensure that the student's education continues during the period of the suspension or expulsion. The parent shall work with designated school officials to determine how that responsibility might best be met through private education, alternative programs offered by the district, or other alternatives which will reasonably meet the student's educational needs. Costs for educational services not provided by the district are the responsibility of the student's parent.

- N. The district shall contact the parent of each suspended or expelled student under the age of 16 at least once per month to determine the student's progress.
- O. The district shall maintain a record of all suspended or expelled students and a notation of the recorded suspension or expulsion shall be attached to the student's transcript.
- P. A school employee may not inflict or cause the infliction of corporal punishment upon a student. "Corporal punishment" means the intentional infliction of physical pain upon the body of a student as a disciplinary measure. Complaints regarding the administration of corporal punishment fall under the reporting and investigation requirements of 62A-4a-4.
- Q. This policy does not prohibit the use of reasonable and necessary physical restraint or force in self-defense or as otherwise appropriate to the circumstances to:
1. Obtain possession of a weapon or other dangerous object in the possession or under the control of a child;
 2. Protect the child or another person from physical injury;
 3. Remove from a situation a student who is violent; or
 4. Protect property from being damaged
- R. The primary responsibility for classroom discipline rests with the individual students and their teacher. Teachers may remove students from class after a persistent effort to resolve the problem at the classroom level. The removal of a student is to be in conformity with the school's adopted disciplinary plan.
- S. Communication between the teacher and administrator regarding the specific incident and administrative response is to occur as soon as possible but no later than one work day after the student is sent back to class.

Section S has been moved to H.1.e above.

Definition of terms in accordance with Utah Code

Legal references include:

[Utah Code § 53G-8-302](#)

[Utah Code § 53G-8-303](#)

[Utah Code § 53G-8-202](#)

[Utah Code § 53G-8-204](#)

[Utah Code § 53G-8-205](#)

[Utah Code § 53G-8-206](#)

[Utah Code § 53G-8-207](#)

[Utah Code § 53G-8-212](#)

POLICY 1050

Qualifications & Appointment Procedures for Student Board Member

- A. The Board of Education annually appoints a non-voting student Board member to serve for one (1) year (July 1 through June 30). The primary function of the student board member is to assist the Board in understanding students' perspectives on matters being considered by the Board. Although appointed from one of the district high schools, the student's function on the Board is to provide a general youth perspective, not represent the specific school or student body from which chosen.
- B. The following procedures will be used in selection of student Board members:
1. Bear River High School was selected by lottery as the high school from which the first student board member was appointed in the 1986-87 school year. Each succeeding year, the appointment will alternate between Bear River High and Box Elder High.
 2. Candidates for appointment to the Board must meet eligibility requirements for participation in interscholastic activities. **Being in good standing with the school and remain in good standing as long as the student is on the School Board as a student Board member.**
 3. Applications from qualified juniors or seniors demonstrating interest in appointment to the Board will be accepted by the Student Council of the high school from which the appointment is to be made.
 4. The Student Council will appoint a committee of five (5) students who will meet with the principal to review the qualifications of candidates and responsibilities of the student board member. The committee will then make recommendations to the building principal or someone who will also be an active participant in student government and serve on the Board. The building principal will then recommend one junior or senior for appointment to the Board. The candidate must also be approved by the superintendent. Final appointment will be made by the Board of Education.
 5. The authority and responsibility of the student board member shall be determined by Box Elder District Board Policy and [Utah Code § 20A-14-206](#).
 6. The student Board member will, as provided by law, have the right to participate in all Regular Board meetings, except executive or closed sessions. No substitute will

be permitted in the event the student board member is absent. Student Board Members may be invited to participate in other School Board activities such as the annual USBA Convention.

7. Since the primary function of the student Board members is to assist the Board in understanding students' perspectives on matters being considered by the Board, the student Board member must be provided opportunities to interact with the school's student council on a regular basis.
8. Should it become necessary to replace a student Board member during a term of office, the same nomination and appointment procedure used for the original appointment will be followed.
9. The student Board member will be paid a mileage allowance for attendance at regular Board meetings only, unless additional travel is approved in advance by the Board. Mileage payment will be at the rate currently in effect for regular Board members.
10. A student Board member may be removed for cause by a two-thirds vote of the elected Board members.
11. A student member is not liable for any acts of the governing board.

POLICY 4027

Special Programs: Dropout Prevention and Recovery

A. At-Risk Coordinator

1. The District shall designate one or more at-risk coordinators to collect and disseminate data regarding dropouts in the District and to coordinate the District's program for students who are at high risk of dropping out of school.

B. Identification of "Designated students"

1. The District shall identify all students: who have withdrawn from school before earning a diploma, and who have been dropped from average daily membership, and whose graduating class (when entering grade 9) have not yet graduated. The District shall further identify students who are at risk of meeting these criteria.

[Utah Code § 53G-9-802 \(2020\)](#)

[Utah Code § 53G-9-801\(3\) \(2020\)](#)

C. Dropout Reduction Plan

1. The District shall provide dropout prevention and recovery services to designated students, including:
 - a. Engaging with or attempting to engage with designated students;
 - b. Consulting with designated students and develop a learning plan to identify:
 - 1) Barriers to regular school attendance;
 - 2) An attainment goal through enrollment in education programs; and
 - 3) Means for achieving the attainment goal through enrollment in one or more of the programs described below in Flexible Enrollment Options.
 - c. Monitoring a designated student's progress toward reaching the designated student's attainment goal; and
 - d. Providing tiered interventions for a designated student who is not making progress toward reaching the student's attainment goal.

2. The District shall provide dropout prevention and recovery services throughout the calendar year to students who become designated students while enrolled within the District. The District shall provide dropout prevention and recovery services to students who reside within the District who were enrolled in a charter school that does not include grade 12 and become designated in the summer after the student completes academic instruction at the charter school through the maximum grade level at the charter school.

[Utah Code § 53G-9-802\(1\)\(a\)-\(c\) \(2020\)](#)

3. The District shall establish a policy that describes how the District (or a third party provider) will measure if a designated student made a year's worth of progress toward an attainment goal during the year and how membership days will be determined for a designated student in accordance with the District's school schedule and enrollment policies.

[Utah Admin. Rules R277-606-3\(2\)\(a\) \(October 6, 2016\)](#)

D. Flexible Enrollment Option

1. The District shall provide flexible enrollment options for a designated student that are tailored to the designated student's learning plan and include two or more of the following:
 - a. Enrollment in a traditional program in a school within the District;
 - b. Enrollment in the District in a nontraditional program;
 - c. Enrollment in a program offered by a private provider that has entered into a contract with the District to provide educational services; or
 - d. Enrollment in a program offered by another local educational agency.

[Utah Code § 53G-9-802\(2\)\(a\) \(2020\)](#)

E. Designated Student Enrollment Options

1. A designated student may enroll in:
 - a. A program offered by the District; or
 - b. The Statewide Online Education Program
2. The District shall make its best effort to accommodate a designated student's choice of enrollment.

F. Third-Party Dropout Prevention and Recovery Services

1. Beginning with the 2017-18 school year (except as stated below), a District shall enter into a contract with a third party to provide dropout prevention and recovery services for any school year in which the District meets the following criteria:
 - a. The District's graduation rate is lower than the statewide graduation rate; and
 - b. The District's graduation rate has not increased by at least 1% on average over the previous three school years, or during the previous calendar year, at least 10% of the District's designated students have not reached the students' attainment goals or made a year's worth of progress toward the students' attainment goals.
2. The contracting requirement does not apply if: (a) the District is in its first three years of operation; (b) the District's average graduation rate for the previous three years is higher than the statewide graduation rate for the same period; or (c) the quotient of the total number of the District's graduating students plus 10 divided by the total number of students in the graduating class, is equal to or greater than the statewide graduation rate.
3. If a District is required to enter into a third-party contract to provide dropout prevention and recovery services, the District shall ensure that:
 - a. The third party has a demonstrated record of effectiveness engaging with and recovering designated students;
 - b. The contract with the third party requires the third party provide the services described the Dropout Reduction Plan and regularly report progress to the District.

[Utah Code § 53G-9-802\(3\)-\(5\) \(2020\)](#)

G. Annual Reporting

1. The District shall annually submit a report to the State Superintendent of Education on dropout prevention and recovery services, including:
 - a. The total number of designated students in the District;
 - b. If applicable, the name of the third party the District is contracting with to provide dropout prevention and recovery services;

- c. The methods the District or third party uses to engage with or attempt to recover designated students under the Dropout Reduction Plan;
- d. The number of designated students who enroll in a program described in the Flexible Enrollment Options as a result of the District's efforts to engage with or attempting to recover a designated student;
- e. The number of designated students who reach the designated students' attainment goals; and
- f. Funding allocated to provide dropout prevention and recovery services.

[Utah Code § 53G-9-802\(6\) \(2020\)](#)

[Utah Admin. Rules R277-606-4\(1\)\(b\) \(October 11, 2016\)](#)

H. "Attainment Goals" Defined

1. Attainment Goal means:

- a. A high school diploma;
- b. Utah High School Completion Diploma, as defined in State Board of Education rule;
- c. An Adult Education Secondary Diploma, as defined in State Board of Education rule; or
- d. An employer-recognized, industry-based certificate that is likely to result in job placement and is included in the State Board of Education's approved career and technical education industry certification list.

[Utah Code § 53G-9-801\(1\) \(2020\)](#)

POLICY 5005

Safe Schools – Student Discipline/Behavior

- A. A necessary part of the learning process is self-control. Our goal in education is the growth of the individual in learning to control and appropriately conduct him/herself. Students are expected to follow accepted rules of conduct, to show respect for other people, and to obey persons in authority at the school
- B. Alternatives to suspension for non-violent and less extreme disciplinary situations should be developed in each school.
- C. The primary purpose of a resource officer is to be proactive in the attempt to avoid crime within the school as well as the community. Our primary goal regarding student discipline is to change behavior. The school resource officer functions as a member of a team charged with accomplishing that goal.
- D. The following definitions shall apply under this policy:
 - 1. “Assault” means placing another person in fear or apprehension of harmful or offensive touching ([Utah Code § 76-5-102](#));
 - 2. “Battery” means causing bodily harm to an individual or making physical contact of an insulting or provoking nature with an individual. To be criminal, the person must act intentionally or knowingly without legal justification;
 - 3. “Burglary” means breaking, entering, or remaining in a structure without authorization during the hours when the premises are closed to students ([Utah Code § 76-6-202](#));
 - 4. “Criminal mischief” means intentionally and unlawfully tampering with the property of another or intentionally damages, defaces, destroys another’s property, or damages or destroys property with the intention of defrauding an insurer ([Utah Code § 76-6-106](#));
 - 5. “Disruptive student behavior” means
 - a. Frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including the use of foul, profane, vulgar, or abusive language;
 - b. Willful destruction or defacing of school property;

- c. Behavior or threatened behavior which poses an immediate and significant threat to the welfare, safety, or morals of other students or school personnel or to the operation of the school;
 - d. Possession, control, or use of an alcoholic beverage as defined in [Utah Code § 32B-1-102](#);
 - e. Behavior prescribed un subsection (b) which threatens harm or does harm to the school or school property, to a person associated with the school, or property associated with that person, regardless of where it occurs;
 - f. Possession or use of pornographic material on school property
 - g. Any serious violation affecting another student or a staff member, or any serious violation occurring in a school building, in or on school property, or in conjunction with any school activity, including:
 - 1) The possession, control, or actual or threatened use of a real weapon, explosive, or noxious or flammable material;
 - 2) The actual or threatened use of a look-alike weapon with intent to intimidate another person or to disrupt normal school activities; or
 - 3) The sale, control, or distribution of a drug or controlled substance a defined in [Utah Code § 58-37-2](#), an imitation controlled substance defined in [Utah Code § 58-37b-2](#), or drug paraphernalia as defined in [Utah Code § 58-37a-3](#); or
 - 4) The commission of an act involving the use of force or the threatened use of force which if committed by an adult would be a felony or class A misdemeanor under Utah law.
6. “Expulsion” means a student’s removal from the school setting, including all extra-curricular activities and events, for the current school year or a period designated in the disciplinary process.
7. “Firearm” is a pistol, revolver, shotgun, short barreled shotgun, rifle or short barreled rifle or any device that could be used as dangerous weapon from which a projectile is expelled by action of an explosive. For purposes of this policy, an object is not a “weapon” if it is undisputed that there was no intent on a student’s part to use the object on school property.
8. “Gang and gang-related activity” means and includes the following:
- a. Any ongoing organization, association or group of three or more persons, students and/or non-students, whether formally or informally organized, having

- as primary activity the commission of criminal act(s) having an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or have engaged in a pattern of criminal activity.
- b. Wearing, possessing, using or distributing, displaying or selling and clothing, jewelry, emblem, badge, symbol, sign or other items which evidence members in a gang.
 - c. Use of a name associates with or attributable to a gang.
 - d. Designating “turf” or an area for gang activity or occupation.
9. “Hazing” means a school employee or student intentionally, knowingly, or recklessly committing an act or causing another individual to commit and act toward a school employee or student that:
- a. Endangers the mental or physical health or safety of a school employee or student;
 - b. Involves any brutality of a physical nature, including whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;
 - c. Involves consumption of any food, alcoholic product, drug, or other substance or other physical activity that endangers the mental or physical health and safety of a school employee or student; or involves any activity that would subject a school employee or student to extreme mental stress, such as sleep deprivation, extended isolation from social contact, or conduct that subjects a school employee or student to extreme embarrassment, shame, or humiliation; and
 - d. Is committed for the purpose of initiation into, admission into, affiliation with, holding office in, or as a condition for membership in a school or school sponsored team, organization, program, club, or event; or
 - e. Is directed toward a school employee or student whom the individual who commits the act knows, at the time the act is committed, is a member of, or candidate for membership in, a school or school sponsored team, organization, program, club, or event in which the individual who commits the act also participates;
10. “Involuntary transfer” means the reassignment of a student from one school, campus, or academic program, to a different school, campus, or academic program within the District. Involuntary transfer may be for an indefinite period of time or for a fixed period of time;

11. "Larceny" means the taking of someone else's property without the use of force with the intent to permanently deprive the owner of the property. The laws of several states, including Utah, place larceny and certain other property crimes under the general category of theft;
12. "Making a false alarm" means a student-initiated or circulated report or warning of any fire, impending bombing, or other crime or catastrophe, knowing that the report or warning is false or baseless and is likely to cause the evacuation of any building or public transport or improper activation of school alarms or safety systems; and
13. "Sexual harassment" means uninvited and unwelcome verbal or physical behavior of a sexual nature especially by a person in authority toward a subordinate (such as an employee or student). See [Policy 3015 Title IX Sexual Harassment](#).
14. "Suspension" means the temporary denial of social interaction through school contact and the removal of the student from the classroom setting because of real and present disruptive effect of the student's presence, a reasonable assumption that the student will be disruptive or a threat to the well-being or safety of the and/or other students or staff.
 - a. "In-school suspension" is a temporary reassignment, usually for a designated time period, to a specific suspension classroom or space within the student's school.
 - b. Suspension may be "short-term" (less than 10 days) or "long-term" (10 days or more).
15. "Tobacco products" includes an electronic cigarette as that has been defined by state law ([Utah Code § 76-10-101](#)).
16. "Unlawful conduct" means any student conduct that violates any local, state, or federal law or regulation, or violates any District or school policy, or violates the legal rights of another person, and includes, but is not limited to, the following:
 - a. Harassment
 - b. Burglary
 - c. Theft
 - d. Criminal mischief
 - e. Assault
 - f. Gang activity

- g. Making a false alarm
- h. Willfully defaces or otherwise injures school property
- i. Disrupting the operation of a school
- j. Terroristic threats
- k. Sexual harassment
- l. Frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including the use of foul, profane, vulgar, or abusive language.
- m. Willful destruction or defacing of school property
- n. Behavior or threatened behavior which poses an immediate and significant threat to the welfare, safety, or morals of other students or school personnel, or to the operation of the school.
- o. Possession or use of pornographic material on school property that would constitute a misdemeanor offense under [Utah Code § 76-10-1235](#). (This includes accessing such material through the District computer network or by using any District-owned device.)
- p. Bullying, harassment, cyberbullying, retaliation, and making false allegations of bullying, cyberbullying or retaliation as defined in [Utah Code § 53G-6](#).
- q. Any use of an electronic device or camera to record sound or images or otherwise capture material in an unauthorized setting or at an unauthorized time shall subject the user of the device to increased discipline based on the circumstances and whether the student was involved in prior violations of this policy.
- r. The use of any device or any electronic device or camera to threaten, intimidate or embarrass another or to capture and transmit test information or any other information in a manner constituting fraud, theft or academic dishonesty.
- s. The use of any device in a manner which may be physically harmful to another person, such as shining a laser in the eyes of another student.
- t. Selling, giving, delivering, transferring, possessing, controlling, or distributing an alcoholic beverage on or in proximity to school property or at or in proximity to any school sponsored event.

- u. Selling, giving, delivering, transferring, possessing, controlling, or distributing tobacco products on or in proximity to school property or at or in proximity to any school sponsored event. Students shall not smoke or use tobacco products on school property or at any school-related or school-sanctioned activity on or off school property.
 - v. Possessing or using electronic cigarette products on school property.
 - 1) Teachers or authorized school employees shall confiscate electronic cigarette products from school-age students on school property consistent with the District or school policy for identifying illegal substances in the possession of students and confiscating those substances.
 - 2) Teachers who confiscate electronic cigarette products shall release the products to a school administrator in a timely manner.
 - 3) Administrators shall release confiscated electronic cigarette products to local law enforcement in a timely manner consistent with the law.
 - w. Being under the influence of an alcoholic beverage or controlled substance on or in proximity to school property or at or in proximity to any school-sponsored event.
 - x. Engaging in, assisting, permitting, or otherwise being involved in hazing, as provided by the District's policy prohibiting hazing.
 - y. Engaging in conduct that contains the elements of the offense of arson or aggravated arson under the Utah Criminal Code.
 - z. Engaging in conduct that contains the elements of any felony.
 - aa. Sexual Harassment (See [Policy 3015 Title IX Sexual Harassment](#))
 - bb. Gang-related activity
17. "Weapon" means "dangerous weapon", which includes any firearm or any object that is used for, or is readily capable of, causing death or serious bodily injury.

E. Student Conduct Warranting Discipline

- 1. A student may be fined, suspended and/or recommended for expulsion from school for any of the prohibited conduct outlined in this policy when it occurs:
 - a. In a school building;

- b. On or in proximity to school property;
 - c. In conjunction with any school sponsored activity;
 - d. In or on a school vehicle;
 - e. Is directed at or against another student or a District employee; or
 - f. When it threatens harm or does harm to the school, school property, a person associated with the school, or property of a person associated with the school.
2. Student conduct requiring suspension or expulsion: A student shall be suspended or expelled from school for any of the offenses described in [Utah Code 53G-8-205\(2\)](#).
 3. Student conduct allowing for suspension or expulsion:
 - a. A student may be suspended or expelled from a school for any of the offenses described in [Utah Code 53G-8-205\(1\)](#) or
 - b. For other offenses provided in this policy.

F. Discipline Rules for Students with Disabilities

1. Discipline of students with disabilities shall be in compliance with [Policy 5006 Safe Schools – Discipline of Student with Disabilities](#) and [Utah Special Education Rules](#).

G. Possible remedial measures for disciplined students

1. Continued school attendance subject to the terms of a remedial discipline plan prepared to correct the violation. This remedial measure is available only where the violation is for willful disobedience, defiance of authority, or disruptive behavior when such conduct is not of such a violent or extreme nature that immediate removal from school would be required.
2. Continued school and class attendance accompanied by the student's parent for a designated period of time. This remedial measure is available only with the consent of the student's teacher or teachers and the agreement of the student's parent. The parent must agree to attend all of the student's classes for each day of the suspension. If the parent fails to attend class with the student, the student shall then be subject to suspension or other discipline in accordance with this policy.

3. In-school suspension. Attendance in a designated in-school suspension program. Students shall be instructed in the essential elements of the courses in which they are enrolled at the time of removal.
4. Voluntary or involuntary transfer. Voluntary transfer to another school, campus, community based alternative school or other special program within the District, subject to the admission criteria of such alternative programs.
5. Withholding grade reports, diplomas and transcripts. If the district determines that school or district property has been lost or willfully cut, defaced or otherwise injured by a student, the District may withhold the issuance of official written grade reports, diplomas and transcripts of the student responsible for the damage or loss until the student or student's parent has paid for the damages. If the student and the student's parent are unable to pay for the damages or if it is determined by the school in consultation with the student's parents that the student's interests would not be served if the parents were to pay for the damages, then the District shall provide a program of voluntary work for the student in lieu of the payment.
6. Detaining students. See District [Policy 5285 Detention of Students After School Hours](#).
7. Suspension
8. Expulsion
9. Students subject to remedial or disciplinary measures will continue to receive educational services from the District according to the remedial or disciplinary measure. A student transferred to another school or program within in the District will receive educational services through that school or program.

H. Authority to impose discipline and due process

1. A school principal or assistant principal may suspend a student for a maximum of ten days.
2. The Superintendent may suspend a student for up to one (1) school year.
3. The Board of Education may suspend a student for up to one (1) school year or expel a student for a fixed or indefinite period of time.

I. Procedures

1. Remedial measures or disciplinary sanctions may be imposed on a student only after it has been determined, following appropriate due process, that the student has committed a violation.

2. The nature of the due process required depends in part on the magnitude of the penalty to be imposed.
 - a. Prior to imposing a suspension, the school principal or assistant principal shall meet with the student to discuss the incident(s) and to provide the student an opportunity to respond.
 - b. The principal or assistant principal shall then determine whether a violation has occurred and whether suspension or other discipline is appropriate.
 - c. If the school principal or assistant principal makes an initial determination that the violation warrants long-term suspension or expulsion, the school principal may recommend those sanctions and may impose a short-term suspension pending a meeting with the Superintendent.
 - d. A suspended student shall immediately leave the school building and grounds following a determination by the school of the best way to transfer custody of the student to the parent or other person authorized by the parent or applicable law to accept custody of the student.
 - e. A suspended student and parent shall be notified:
 - 1) Of the suspension,
 - 2) The reason for the suspension,
 - 3) The period of time for which the student is suspended, and
 - 4) The time and place the parent is to meet with a designated school official to review the suspension.
 - f. This meeting shall be scheduled to occur as soon as is practicable, but in all cases prior to the end of the tenth day of the suspension.
 - g. At this meeting, the principal or assistant principal shall review with the parent and student the charges and evidence against the student, and shall provide the student and parent with an opportunity to respond.
 - h. During this meeting, the principal or assistant principal may determine whether the suspension previously imposed should be maintained, whether to adopt an alternative remedial measure, or whether the suspension should be terminated. The principal or assistant principal should also discuss with the parent a plan to avoid recurrence of the problem.

J. Long-term Suspension or Expulsion

1. If the principal or assistant principal recommends long-term suspension or expulsion, the administrator shall notify the Superintendent of that recommendation.
 - a. If the parent objects to the discipline, the Superintendent shall schedule a hearing to be held with the student's parent, the student, and the Superintendent or the Superintendent's designee.
 - b. The hearing shall be scheduled to take place prior to the tenth day of the student's suspension where possible.
 - c. The Superintendent shall provide written notice of the date, time, and place of the hearing to the student and student's parent so as to afford a reasonable opportunity for preparation.
 - 1) The notice shall include a statement of the charges against the student, that a recommendation has been made for suspension for more than ten (10) days or for expulsion and the period of time for which suspension or expulsion has been recommended.
 - 2) The statement of the allegations against the student shall include the nature of the evidence and the names of any witnesses whose testimony may be used against the student unless confidentiality is required due to the necessity to protect student witnesses.
2. Hearing Procedures
 - a. The Superintendent or the designee shall preside at and conduct the hearing.
 - b. The District and the student may each be represented by a person of their choice.
 - c. Each party may present testimony of witnesses or other evidence, may cross-examine witnesses and may make legal arguments relevant to the issues.
 - d. Hearsay testimony is permitted. It shall not be the sole basis for a determination of long-term suspension or expulsion.
 - e. At the conclusion of the hearing, the Superintendent or designee shall make a final determination of the matter.
 - f. The determination shall be in writing and mailed to the parent within ten (10) days of completion of the hearing.

- g. Upon a finding that the student has engaged in conduct warranting discipline, the Superintendent may determine what discipline or remedial measures are appropriate for the conduct.
- 3. If the Superintendent determines that the appropriate sanction is expulsion, that sanction must be authorized by the Board of Education.
 - 4. Other than expulsion, the Superintendent may impose any of the available remedial measures or sanctions determined to be appropriate and consistent with the evidence.
 - 5. Discipline: In determining the appropriate sanction, the Superintendent shall consider whether alternatives to suspension are appropriate or available, including:
 - a. Good faith efforts to implement a remedial discipline plan that would allow the student to remain in school;
 - 1) Efforts may include a contract with the student, rewarding the student with increased benefits and/or participation in school activities consistent with improved behavior, review of the student's schedule and courses, assigning a mentor teacher or student to regularly monitor the student, or other activities specific to the student.
 - 2) Remediation efforts may include evaluating the student for services under [IDEA](#) or Section 504.
 - b. Policies that allow a student to remain in school under an in-school suspension program or under a program allowing the parent, with the consent of the student's teacher or teachers, to attend class with the student for a period of time specified by a designated school official; and
 - c. Enlisting the cooperation of the Division of Child and Family Services, the juvenile court, or other appropriate state agencies, if necessary, in dealing with a student's suspension.
 - 6. Appeals: A student or parent on behalf of a student may appeal the determination of the Superintendent to the Board of Education by filing a written notice of appeal with the Superintendent within ten (10) days of the date the decision of the Superintendent is mailed to the student. No further hearing will be held.
 - a. The Board shall review the evidence submitted to the Superintendent and the written determination of the Superintendent.
 - b. The Board may affirm the Superintendent's decision or modify the Superintendent's decision.

- c. The Board's written decision shall be issued within thirty (30) days of receipt of the student's written notice of appeal.
- K. Expulsion: If the Superintendent recommends expulsion for an indefinite or definite period of time, then the Superintendent will transmit that recommendation to the Board of Education along with the record of evidence submitted to the Superintendent.
1. The Board may review the recommendation based on this record or may, at its sole discretion, accept further evidence.
 2. Following its review, the Board may accept, modify, or reject the recommendation, or impose other disciplinary sanctions. The Board's decision is the final administrative decision.
 3. If the Board expels a student for one year because of a violation involving a weapon, explosive, or flammable material, the student shall meet with the Superintendent, accompanied by the parent, within 45 days of the imposition of the expulsion to determine:
 - a. What conditions must be met by the student and the student's parent for the student's return to school;
 - b. Whether the student should be placed on probation in a regular or alternative school setting, and if so, what conditions must be met by the student to assure the safety of students and staff at the school where the student is placed; and
 - c. If it would be in the best interest of both the School District and the student to modify the expulsion term to less than a year, giving highest priority to providing a safe school environment for all students.
 - d. If the Superintendent or designee determines that the student should return to school prior to the expiration of the one-year expulsion term conditioned on compliance with the conditions established by the Superintendent, then the Superintendent shall submit that recommendation to the Board of Education. If the Board of Education approves the return, the student may return to school pursuant to the conditions established.
 4. Denial of admission and reporting
 - a. A student may be denied admission to a public school on the basis of having been expelled from that or any other school during the preceding 12 months.
 - b. Whenever a student is found on school property during school hours or a school sponsored activity in possession of a dangerous weapon and that information is

reported to or known by the principal, the principal shall notify appropriate law enforcement personnel as well as school and district personnel who, in the opinion of the principal, should be informed.

5. Parent and district responsibilities: If a student is expelled or suspended for more than ten (10) days, it is the responsibility of the student's parent to undertake an alternative education plan which will ensure that the student's education continues during the period of the suspension or expulsion.
 - a. The parent shall work with designated school officials to determine how that responsibility might best be met through private education, alternative programs offered by the District, other alternatives which will reasonably meet the student's educational needs.
 - b. Costs for educational services not provided by the District are the responsibility of the student's parent.
 - c. The District shall contact the parent of each suspended or expelled student under the age of 16 at least once per month to determine the student's progress.
 - d. The District shall maintain a record of all suspended or expelled students and a notation of the recorded suspension or expulsion shall be attached to the student's transcript.

L. Responsibility for student discipline and corporal punishment

1. The primary responsibility for classroom discipline rests with individual students and teachers. Teachers may remove students from class after a persistent effort to resolve the problem at the classroom level. The removal of a student shall conform with the District's and school's adopted disciplinary plan.
2. Communication between the teacher and administrator regarding a specific incident and administrative response shall occur as soon as possible, but no later than two work days after the student is removed from class or receives minor discipline.
3. A school employee may not inflict, allow or cause the infliction of corporal punishment upon a student.
4. "Corporal punishment" means the intentional infliction of physical pain upon the body of a student as a disciplinary measure.
5. The policy does not prohibit the use of reasonable and necessary physical restraint or force in self-defense as appropriate to the circumstances to:

- a. Obtain possession of a weapon or other dangerous object in the possession or under the control of a child;
- b. Protect the child or another person from physical injury;
- c. Remove from a situation a student who is violent; or
- d. Protect property from being damaged when physical safety is at risk.

A. ~~The following definitions shall apply under this policy:~~

1. ~~"Suspension" means removal of a student from the student's regular classroom assignment for a definite period of time.~~
2. ~~"In-School Suspension" means temporary reassignment, for a specific period of time, to a designated suspensions classroom within the school.~~
3. ~~"Short Term Suspension" means exclusion of the student from the school, school grounds, and school activities and functions for a specific period of time, which is equal to or less than 10 school days.~~
4. ~~"Long Term Suspension" means exclusion of the student from the school, school grounds, and school activities and functions for a specific period of time which is greater than 10 school days.~~
5. ~~"Expulsion" means termination of the student's status as a student enrolled in the school. Expulsion may be for an indefinite or fixed period of time.~~
6. ~~"Involuntary Transfer" means reassignment of a student from one school, campus, or academic program, to a different school, campus, or academic program within the District. Involuntary transfer may be for an indefinite period of time or for a fixed period of time.~~
7. ~~"Disruptive Behavior" means conduct which unreasonably interferes with the educational process or instruction of students in the classroom or elsewhere, including foul, profane, vulgar or abusive language.~~
8. ~~"Weapon" means "dangerous weapon," which includes any firearm or any object that is used for, or is readily capable of, causing death or serious bodily injury. "Firearm" means a pistol, revolver, shotgun, short barreled shotgun, rifle or short barreled rifle, or any device that could be used as a dangerous weapon from which is expelled a projectile by action of an explosive. The following factors are used in determining whether an object other than a firearm is a dangerous weapon:~~
 - a. ~~the location and circumstances in which the object was used or possessed;~~

- ~~b. the primary purpose for which the object was made;~~
 - ~~c. the character of the wound, if any, produced by the object's unlawful or improper use;~~
 - ~~d. the manner in which the object was unlawfully or improperly used;~~
 - ~~e. whether the manner in which the object is used or possessed constitutes a potential imminent threat to public safety; and~~
 - ~~f. the lawful purposes for which the object may be used~~
9. ~~“Unlawful Conduct” means any conduct by a student which violates any local, state, or federal law or regulation, or violates any District or school policy, or violates the legal rights of another person, and includes, but is not limited to, the following:~~
- ~~a. Sexual harassment; Sexual harassment includes engaging in sexual harassment or fabricating charges of sexual harassment with intent to defame the character of another; _____~~
 - ~~b. Battery; battery means the unlawful and intentional touching or striking of another person against his or her will;~~
 - ~~c. Assault; assault means placing another person in fear or apprehension of harmful or offensive touching;~~
 - ~~d. Burglary; burglary means breaking, entering or remaining in a structure without authorization during the hours when the premises are closed to students;~~
 - ~~e. Larceny; larceny means the unlawful taking and/or carrying away of property belonging to or in the lawful possession or custody of another;~~
 - ~~f. Criminal mischief; criminal mischief means willful or malicious injury or damage in excess of \$200.00 to public property or to real or personal property belonging to another;~~
 - ~~g. Gang-related activity; gang-related activity includes but is limited to:~~
 - ~~1) Wearing, possessing, using or distributing, displaying or selling any clothing, jewelry, emblem, badge, symbol, sign or other things which evidence membership in a gang.~~
 - ~~2) Use of a name associated with or attributable to a gang.~~
 - ~~3) Designating “turf” or an area for gang activity or occupation.~~

- ~~h. Hazing; hazing is defined by the District's policy prohibiting hazing, and includes any activity that subjects another student to extreme embarrassment or inappropriate behavior.~~
- ~~i. Making a false alarm: a student makes a false alarm if he or she initiates or circulates a report or warning of any fire, impending bombing, or other crime or catastrophe, knowing that the report or warning is false or baseless and is likely to cause the evacuation of any building or public transport; improper activation of school alarms or safety systems.~~
- ~~j. Harassment: the crime of harassment occurs when a student, with intent to frighten or harass another, communicates a written or recorded threat to commit any violent act.~~

~~Utah Code § 76-5-106 (1995)~~

- ~~B. Publication of Safe Schools Policy—A copy of this policy will be posted on the district webpage and individual school webpages and shall be provided to each student. Each student transferring from outside the school district shall receive a copy of this policy. Students and their parent will be given access to the electronic version of this policy. A summary of this policy shall be posted in a prominent place in each school in the district.~~
- ~~C. Conduct Warranting Discipline—A student may be disciplined for the conduct described below. The type of the discipline imposed will depend on the nature of the particular conduct.~~
 - ~~1. Conduct which may warrant but does not require suspension or expulsion: A student may be disciplined for any of the following prohibited conduct when it occurs: (a) in a school building, or on or in proximity to school property, (b) in conjunction with any school sponsored activity, (c) in or on a school vehicle, (d) in the presence of or is directed at or against another student or a district employee, or (e) when it threatens harm or does harm to the school, school property, a person associated with the school; or property of a person associated with the school.~~
 - ~~a. Any unlawful conduct, as that is defined above.~~
 - ~~b. Frequent or flagrant willful disobedience or defiance of proper authority or disruptive behavior, including the use of foul, profane, vulgar, or abusive language.~~
 - ~~c. Willful destruction, defacing, or damaging of school property.~~

- ~~d. Behavior, or threatened behavior, which poses an immediate and significant threat to the welfare, safety or morals of other students or school personnel or to the operation of the school.~~
- ~~e. Disruptive behavior, as that is defined above.~~
- ~~f. Possession, control or use of an alcoholic beverage on or in proximity to school property;~~
- ~~g. Selling, giving, delivering, transferring, possessing, controlling, or distributing tobacco products, e-cigarettes, or vaporizers on or in proximity to school property or at or in proximity to any school sponsored event.~~
- ~~h. Being under the influence of an alcoholic beverage or controlled substance on or in proximity to school property or at or in proximity to any school sponsored event.~~
- ~~i. Engaging in, assisting, permitting, or otherwise being involved in hazing, as provided by the District's policy prohibiting hazing.~~
- ~~j. Inappropriate use of a cellular phone or other electronic devices. Cellular phones or other electronic devices shall not be used in class or in any other way that disrupts the educational environment. Teachers and administrators may confiscate cellular phones or other electronic devices that are used inappropriately.~~
 - ~~1) Any use of an electronic device or camera to record sounds or images or otherwise capture material in an unauthorized setting or at an unauthorized time shall subject the user of the device to increased discipline based on the circumstances and whether the student has been involved in prior violations of this policy. The use of any device or any electronic device or camera to threaten, intimidate or embarrass another or to capture and transmit test information or any other information in a manner constituting fraud, theft or academic dishonesty is prohibited.~~
- ~~k. Gang-related activity: A "gang" as defined in this policy means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or have engaged in a pattern of criminal gang activity. Gang-related activity includes but is not limited to:~~

- ~~1) Wearing, possessing, using or distributing, displaying or selling any clothing, jewelry, emblem, badge, symbol, sign or other things which evidence membership in a gang.~~
 - ~~2) Use of a name associated with or attributable to a gang;~~
 - ~~3) Designating "turf" or an area for gang activity or occupation.~~
 - ~~2. Other District policies provide for specific procedures and penalties for conduct involving alcohol, drugs and tobacco. Those more specific procedures and penalties will be used when they apply.~~
 - ~~3. Conduct Which Requires Suspension or Expulsion—A student shall be suspended or expelled from school for participation in any of the following prohibited conduct when it occurs (a) in a school building or on school property, (b) in or on a school vehicle (c) in proximity to school property, (d) in proximity to and in conjunction with any school sponsored activity, or (e) in the presence of or is directed at or against another student or a district employee:
 - ~~a. The sale, control, delivery, transfer or distribution of a drug or controlled substance, as defined in Utah Code § 58-37-2, an imitation controlled substance, as defined in Utah Code § 58-37b-2, or drug paraphernalia as defined in Utah Code § 58-37a-3;~~
 - ~~b. Commission of an act involving the use of force or the threatened use of force which if committed by an adult would be a felony or class A misdemeanor.~~~~
 - ~~4. Conduct Which Requires 1-year Expulsion—A student shall be expelled from school for not less than one year, subject to the 45-day review process for mandatory year expulsions set forth below, if the student commits one of the following violations:
 - ~~a. Possession, control or actual or threatened use of a real weapon, explosive, or flammable device or material.~~
 - ~~b. The actual or threatened use of a look-alike or pretend weapon with intent to intimidate another person or to disrupt normal school activities.~~~~
 - ~~5. Discipline Rules for Students with Disabilities—Federal and state law impose particular requirements regarding discipline of students identified as having a disability. Discipline of such students must comport with the requirements set forth in Policy 5006—Safe Schools—Discipline of Students with Disabilities.~~
- ~~D. Remedial Measures and Disciplinary Sanctions—Following a determination that a student has committed a violation, the student may be subject to one of the following~~

~~remedial measures or disciplinary sanctions, as is determined to be appropriate for the violation or as is required by the terms of this policy or other District policies.~~

1. Remedial Measures

- ~~a. Continued school attendance subject to the terms of a remedial discipline plan prepared to correct the violation. This remedial measure is available only when the violation is for willful disobedience; defiance of authority, or disruptive behavior when such conduct is not of such a violent or extreme nature that immediate removal from school is required.~~
- ~~b. Continued school and class attendance accompanied by the student's parent for a designated period of time. This remedial measure is available only with the consent of the student's teacher or teachers and the agreement of the student's parent. The parent must agree to attend all of the student's classes for each day of the suspension. If the parent fails to attend class with the student, the student shall then be subject to suspension or other discipline in accordance with this policy.~~
- ~~c. In-school suspension. Attendance in a designated in-school suspension program. Students shall be instructed in the essential elements of the courses in which they are enrolled at the time of removal.~~
- ~~d. Home-based instruction. Instruction at home, provided that combined days of suspension and assignment to home-based instruction shall not exceed six school days in a semester.~~
- ~~e. Voluntary transfer. Voluntary transfer to another school, campus, community-based alternative school or other special program within the District, subject to the admission criteria of such alternative programs.~~
- ~~f. Withholding grade reports, diplomas and transcripts. If a school determines that school or district property has been lost or willfully cut, defaced or otherwise damaged by a student, the school may withhold the issuance of an official written grade report, diploma, or transcript of the student responsible for the damage or loss until the student or student's parent has paid for the damages. No penalty may be assessed for damages which may be reasonably attributed to normal wear and tear.~~
 - ~~1) If the student and the student's parent are unable to pay for the damages or if it is determined by the school in consultation with the student's parent that the student's interests would not be served if the parent were to pay for the damages, then the school shall provide a program of work the student may complete in lieu of the payment. In that case, the school shall release the~~

~~official grade report, diploma, or transcript of the student upon completion of the work.~~

- ~~2) If the Department of Human Services or a licensed child-placing agency has been granted custody of the student, that student's records, if requested by the Department or agency, may not be withheld from the Department or agency for non-payment of damages under this section.~~

~~2. Disciplinary Sanctions~~

- ~~a. Detention.—(Detention after school is only available for students in grades K through 6 pursuant to Policy 5285 Detention of Students After School Hours.)~~
- ~~b. Suspension.~~
- ~~c. Involuntary transfer.—Involuntary transfer to another school, campus, community-based alternative school or other special program within the District.~~
- ~~d. Expulsion.~~

~~E. Authority to Impose Discipline~~

- ~~1. The Board of Education hereby delegates to each school principal within the District the authority to suspend a student in the principal's school for up to 10 school days, in accordance with this policy.~~
- ~~2. The Board of Education hereby delegates to the superintendent the authority to suspend a student for up to 1 school year.~~
- ~~3. The Board of Education has the authority to expel a student for a fixed or indefinite period.~~

~~F. Procedure for Imposing Discipline—Remedial measures or disciplinary sanctions may be imposed on a student only after it has been determined, following appropriate due process, that the student has committed a violation. The nature of the due process required depends in part on the magnitude of the penalty to be imposed.~~

~~1. Short Term Suspension~~

- ~~a. Informal due process hearing.—A school principal may suspend a student for up to 10 school days for a violation. Prior to imposing such a suspension, the school principal shall meet with the student, if possible, to discuss the incident(s) and to provide the student an opportunity to respond. The principal shall then determine whether a violation has occurred and whether suspension or other discipline is appropriate. In appropriate cases, the principal shall consider and~~

- ~~offer the student alternatives to suspension, including in-school suspension and parental attendance with the student (where appropriate consent from teachers is obtained).~~
- ~~b. Short-term suspension pending the due process hearing. If the school principal makes an initial determination that the violation warrants long-term suspension or expulsion, the school principal may recommend those sanctions and may impose a short-term suspension pending a hearing on whether those sanctions should be imposed.~~
 - ~~c. Departure from school grounds. A suspended student shall immediately leave the school building and grounds following a determination by the school of the best way to transfer custody of the student to the parent or other person authorized by the parent or applicable law to accept custody of the student.~~
 - ~~d. Notice of short-term suspension. If a short-term suspension is imposed, the principal or assistant principal shall immediately provide notice to the student's parent. Notice shall, if possible, be given by telephone. If reasonable efforts to contact the parent by telephone are unsuccessful, then written notice shall be sent to the parent. The notice, whether verbal or written, shall include the following:
 - ~~1) That the student has been suspended.~~
 - ~~2) The grounds for the suspension.~~
 - ~~3) The period of time for which the student is suspended.~~
 - ~~4) The date, time and place for the parent and student to meet with the principal or assistant principal to review the suspension. This meeting shall be scheduled to occur as soon as is practicable, but in all cases prior to the end of the tenth day of the suspension.~~~~
 - ~~e. Notice of recommended expulsion or long-term suspension. If the principal or assistant principal has recommended that the superintendent expel the student or suspend the student for a period longer than ten days, the fact shall be included in the notice to the parent.~~
 - ~~f. Meeting to review suspension. At this meeting, the principal or assistant principal shall review with the parent and student the charges and evidence against the student, and shall provide the student with an opportunity to respond. During this meeting, the principal or assistant principal may determine whether the suspension previously imposed should be maintained, whether an alternative remedial measure, or whether the suspension should be terminated. The~~

~~principal or assistant principal should also discuss with the parents a plan to avoid recurrence of the problem.~~

2. Long-Term Suspension or Expulsion

- a. ~~Due process hearing.—If the principal or assistant principal recommends long-term suspension or expulsion, he or she shall notify the superintendent of that recommendation. The superintendent shall then schedule a hearing to be held with the student's parent, the student, and the superintendent or the superintendent's designee. The hearing shall be scheduled to take place prior to the tenth day of the student's suspension where possible.~~
- b. ~~Notice of hearing.—The superintendent shall provide written notice of the date, time and place of the hearing to the student and his or her parent. The notice shall include a statement of the charges against the student, that a recommendation has been made for suspension for more than 10 days or for expulsion and the period of time for which suspension or expulsion has been recommended.~~
- c. ~~Conduct of hearing.—The superintendent or the superintendent's designee shall preside at and conduct the hearing at the appointed time and place. The district and the student may each be represented by a person of their choice. Each side may present testimony of witnesses or other evidence, may cross-examine witnesses and may make legal arguments relevant to the issues.~~
- d. ~~Decision.—At the conclusion of the hearing, the superintendent or designee shall make a final determination of the matter, and shall state his or her determination to those attending the hearing. The determination shall then be placed in writing and mailed to the student and his or her parent. Upon a finding that the student has engaged in conduct warranting discipline, the superintendent may determine what discipline or remedial measures are appropriate for the conduct. If the superintendent determines that the appropriate sanction is expulsion, then that sanction must be authorized by the Board of Education as set out below. Apart from expulsion, the superintendent may impose any of the available remedial measures or sanctions as are found to be appropriate. In determining the appropriate sanction, the superintendent shall consider whether alternatives to suspension are appropriate or available.~~
- e. ~~Appeal.—A student may appeal the determination of the superintendent to the Board of Education by filing a written notice of appeal with the superintendent within ten days of the date the decision of the superintendent is mailed to the student. No further hearing will be held. The Board will review the evidence submitted to the superintendent and the written determination of the superintendent. The Board may affirm the superintendent's decision or modify~~

- ~~the superintendent's decision. The Board's written decision will be issued within thirty days of receipt of the student's written notice of appeal.~~
- ~~f. Board evaluation of expulsion recommendation. If the superintendent recommends expulsion for an indefinite or definite period of time, then the superintendent will transmit that recommendation to the Board of Education along with the record of evidence submitted to the superintendent. The Board may review the recommendation based on this record or may at its sole discretion accept further evidence. Following its review, the Board may accept, modify, or reject the recommendation, or impose other disciplinary sanction. This decision is final.~~
 - ~~g. 45-day review of mandatory one-year expulsion. Where a student has been expelled for one year because of a violation involving a weapon, explosive, or flammable material, a hearing shall be held within 45 days of the imposition of the expulsion. This hearing shall be held before the superintendent or the superintendent's designee, and shall be attended by the student and parent of the student. At this hearing, the superintendent shall determine.
 - ~~1) What conditions must be met by the student and the student's parent for the student to return to school.~~
 - ~~2) Whether the student should be placed on probation in a regular or alternative school setting, and if so what conditions must be met by the student to assure the safety of students and staff at the school the student is placed in.~~
 - ~~3) If it would be in the best interest of both the school district and the student to modify the expulsion term to less than a year, giving highest priority to providing a safe school environment for all students.~~~~
 - ~~h. If the superintendent or his or her designee determines that the student should return to school prior to the expiration of the one-year expulsion term conditioned on compliance with the conditions established by the superintendent, then the superintendent shall submit that recommendation to the Board of Education. If the Board of Education approves the return, the student may return to school pursuant to the conditions established.~~
 - ~~i. A student may be denied admission to a public school on the basis of having been expelled from that school or any other school during the preceding 12 months.~~

~~G. Education of Students Subject to Discipline~~

- ~~1. The educational services that will be provided to students subject to discipline will depend upon the nature of the discipline.~~

- a. ~~Students subject to remedial measures. Students subject to remedial measures such as a remedial discipline plan, class attendance with a parent, or in-school suspension will continue to receive educational services from the district according to the remedial measure. A student transferred to another school or program within the district will receive educational services through that school or program.~~
- b. ~~Parental responsibility for education. When a student is expelled or is suspended for more than 10 days, it is the responsibility of the student's parent to undertake an alternative education plan which will ensure that the student's education continues during the period of the suspension or expulsion. The parent shall work with designated school officials to determine how that responsibility might best be met through private education, alternative programs offered by the district, or other alternatives which will reasonably meet the student's educational needs. Costs for educational services not provided by the district are the responsibility of the student's parent.~~
- c. ~~Review of student progress. The district shall contact the parent of each suspended or expelled student under the age of 16 at least once per month to determine the student's progress.~~
- d. ~~Record of disciplined students. The district shall maintain a record of all suspended or expelled students and a notation of the recorded suspension or expulsion shall be attached to the student's transcript.~~

H. ~~Readmission of Suspended or Expelled Students~~

- 1. ~~Suspended students. A suspended student may not be readmitted to a public school until the student and the student's parent have met with a designated school official to review the suspension and have agreed with the school official upon a plan to avoid recurrence of the violation resulting in suspension. At the discretion of the principal, the student may be readmitted if the student and the student's parent has agreed to participate in such a meeting. However, a suspension may not extend beyond 10 days unless the student and the student's parent have been given a reasonable opportunity to meet with a designated school official to respond to the allegations and proposed disciplinary action.~~
- 2. ~~Expelled students. The superintendent or his or her designee shall review the expulsion sanction of each expelled student at least once per year and shall report the conclusions of such review to the Board of Education. The superintendent or his or her designee may make recommendations regarding whether such sanction should be modified or removed, and what conditions, if any, should be imposed on the student's readmission. If the Board has expelled a student for a set period of~~

~~time and has not otherwise specified, at the expiration of that expulsion term a student may enroll at his or her area school on the same terms as a new student.~~

I. ~~Information Regarding SafeUT Crisis Line~~

- ~~1. The SafeUT Crisis line established by the State through the University Neuropsychiatric Institute provides crisis intervention, including suicide prevention, to individuals experiencing emotional distress or psychiatric crisis. It also provides means for an individual to anonymously report:~~
 - ~~a. unsafe, violent, or criminal activities, or the threat of such activities at or near a public school,~~
 - ~~b. incidents of bullying, cyberbullying, harassment, or hazing, and~~
 - ~~c. incidents of physical or sexual abuse committed by a school employee or school volunteer.~~
- ~~2. The Board shall direct District staff to inform students, parents, and school personnel about the SafeUT Crisis Line.~~

~~Utah Code § 53B-17-1202(1) (2019)~~

~~Utah Code § 53B-17-1204(4) (2019)~~

J. ~~Response to SafeUT Crisis Line Reports~~

- ~~1. The District shall respond to reports received through the SafeUT Crisis Line in accordance with models developed by the State Board of Education.~~

~~Utah Code § 53G-8-203(1)(i) (2019)~~

POLICY 3022

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

A. Purpose

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

B. Policy

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

C. Procedure

1. Educator License/Endorsement Requirements

a) BESD-LEA License Eligibility Criteria

1) All applicants must:

- a) Complete a bachelor's or higher degree in a related field of study; or have exceptional or specialized occupational experience, training, or expertise directly related to the area of assignment; and,
- b) Complete a criminal background check including review of any criminal offenses and clearance in accordance with [Rule R277-214](#); and,
- c) Complete the educator ethics review described in [Rule R277-500](#) within one calendar year prior to the application; and,
- d) Complete the following Professional Learning Modules (linked to the USBE website – available after March 1, 2020):
 - i. Educator Ethics;

- ii. Classroom Management and Instruction;
- iii. Basic Special Education Law and Instruction; and
- iv. Utah Effective Teaching Standards described in [R277-530](#).

b) BESD-LEA Endorsement Eligibility Criteria

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

2. Approval

- a. The application must receive approval from the BESD Board of Education in a public meeting no more than 60 days prior to the LEA application to USBE and include:
 - 1) Rationale for the appointment of a BESD-LEA specific license or endorsement;
 - 2) Verification that there is an inadequate supply of highly qualified and suitable licensed applicants in the license and endorsement area as demonstrated by posting the position for a reasonable period of not less than one week. (Not required for less than half-time [$<.5$ FTE] applicants);
 - 3) Where applicable include an Associate Licensing Plan.
- b. Applicants placed on BESD-LEA specific licenses serve under temporary (at-will) employment agreements subject to termination at any time at the sole discretion of the Box Elder School District.
- c. A BESD-LEA specific license, license area, or endorsement is valid for one, two, or three years in accordance with the LEA application to the USBE. After three years, renewal of the license is subject to the approval or denial of the State Board of Education.
- d. A BESD-LEA specific license expires immediately if the educator's employment with the District ends and the educator is not rehired as an educator in the next contract year.

- e. The District is not authorized to provide an LEA specific educator license in the area of:
 - 1) Special Education; or
 - 2) Preschool Special Education.
- 3. BESD-LEA Specific Educator Training, Mentoring, and Support
 - a. Within the first year of employment, the educator must complete the training modules listed under BESD-LEA License Eligibility Criteria:
 - b. The educator must participate in the District's Mentoring Program.
 - 1) The District shall provide at least a three-year mentoring program by a trained mentor educator who:
 - a) holds a professional educator license and where possible;
 - b) performs substantially the same duties as the educator and has available time to work as a mentor; or
 - c) is assigned as an instructional coach or equivalent position.
 - d) the assigned mentor shall assist the educator to meet the Utah Effective Educator Standards established in [Rule R277-530](#), but may not serve as an evaluator of the educator.
 - c. The Mentoring Program shall include:
 - 1) A formal Professional Learning Plan for the educator, which consists of:
 - a) Mentor Observation and Feedback,
 - b) ongoing communication and goal-setting,
 - c) compilation/organization of evidence of Educator Effectiveness, and
 - d) professional development course work.

4. The Applicant and the District will jointly develop an Associate Licensing Plan to:
 - a. Encourage transition from a BESD-LEA license to a Professional License.
 - b. Identify applicable educational, skill, and/or content knowledge requirements for enrollment in a qualified educator preparation program.
 - c. Identify paths and opportunities to prepare for successful passage of a pedagogical performance assessment (PPAT).
 - d. Develop significant competency and knowledge sufficient to justify an extension request from the Utah State Board of Education for a continued BESD-LEA License if transition to an Associate License is not reasonable or applicable.
5. The District shall post LEA-specific Educator licenses, license areas, or endorsements on each school's website. The post shall include:
 - a. A fact that the school employs LEA-specific educator licenses, license areas, or endorsements;
 - b. The percentage of the types of licenses, license areas, and endorsements held by educators employed in the school based on the employee's FTE in CACTUS (Comprehensive Administration of Credentials for Teachers in Utah Schools); and
 - c. A link to the Utah educator Look-up tool. See <https://cactus.schools.utah.gov/PersonSearch>
6. An "eminence" designation granted by the State Superintendent for an individual with a District-specific license, license area or endorsement can satisfy the licensing requirement for employees whose instructional load is no more than 37% of a teacher's regular instructional load.

[Utah Admin. Rules R277-301-8 \(July 8, 2020\)](#)

[Utah Admin. Rules R277-309-5 \(March 12, 2020\)](#)

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

[Utah Admin. Rules R277-309-3 \(March 12, 2020\)](#)

[Utah Admin. Rules R277-309-4 \(March 12, 2020\)](#)

POLICY 3023

Educator Induction, Mentoring, and Professional Learning

A. Educator Induction Program

1. The District and each school shall develop an educator induction program for educators who are: licensed as associate educators, licensed as professional educators and have less than 3 years of experience teaching, and licensed under District-specific licensure during the first 3 years of working in the District. The induction program shall provide for:
 - a. A documented professional learning plan appropriate to the educator.
 - b. Assistance in meeting the Utah Educator Standards ([Utah Admin. Rules R277-530](#)).
 - c. Mentoring (including observation and feedback beginning early in the program).
 - d. Evaluation consistent with [Policy 3210 Educator Evaluation](#), including observation and feedback from the principal.
 - 1) For associate educators, support in meeting the requirements for a professional educator license.

[Utah Admin. Rules R277-308-3 \(February 7, 2019\)](#)

B. Mentoring

1. Mentors serving educators in the District's educator induction program must be licensed as professional educators and shall be trained to advise, coach, consult, and guide the development of a new educator. The mentor shall assist the educator in meeting the Utah Effective Educator Standards. A mentor may not act as the evaluator of an educator that the mentor is assigned to serve.

[Utah Admin. Rules R277-308-2\(2\) \(February 7, 2019\)](#)

[Utah Admin. Rules R277-308-3 \(February 7, 2019\)](#)

C. Learning Opportunities for Professional Educators

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

Utah Admin. Rules R277-302-6 (July 8, 2020)

D. Professional Learning Standards

1. Professional learning” means a comprehensive, sustained, and evidence-based approach to improving teachers’ and principals’ effectiveness in raising student achievement. Professional development plans shall implement high quality professional learning which meets the following standards:
 - a. It occurs within learning communities committed to continuous improvement, individual and collective responsibility, and goal alignment;
 - b. It requires skillful leaders who develop capacity, advocate for professional learning and create support systems for professional learning;
 - c. It requires prioritizing, monitoring, and coordinating resources for educator learning;
 - d. It uses a variety of sources and types of student, educator, and system data to plan, assess, and evaluate professional learning;
 - e. It integrates theories, research, and models of human learning to achieve its intended outcomes;
 - f. It applies research on change and sustains support for implementation of professional learning for long-term change;
 - g. It aligns its outcomes with:
 - 1) Performance standards for teachers and school administrators as described in rules of the State Board of Education and

- 2) Performance standards for students as described in the core standards for Utah public schools adopted by the State Board of Education; and
- h. It incorporates the use of technology in the design, implementation, and evaluation of high-quality professional learning practices and includes targeted professional learning on the use of technology devices to enhance the teaching and learning environment and the integration of technology in content delivery.

[Utah Code § 53G-11-303\(1\), \(2\) \(2019\)](#)

POLICY 3035

Employee Criminal Background Checks and Arrest Disclosure Requirements

- A. ~~A "Licensed Educators" or "licensed employees" is one who holds are individuals who hold a valid Utah educator license and have satisfied all requirements to be a Licensed Educator in the Utah public school system or are on a Letter of Authorization from the Utah State Board of Education (USBE) (i.e., school teachers, school administrators, psychologists, counselors, specialists, etc.). Licensed Educators include individuals who are student teaching, who are involved in the alternative routes to licensure program, and individuals who hold District specific licenses.~~
- B. ~~A "non-licensed employees" is one who does not hold a current Utah educator license issued by the State Board of Education are all other employees of the District, except "Licensed Employees." Non-Licensed Employees include, but are not limited to, the "Classified Employees" in the District.~~
- C. ~~A "qualifying volunteer" is a volunteer who will be given significant unsupervised access to a student in connection with the volunteer's assignment. For purposes of this policy, "qualified volunteer" does not include an officer or employee of a cooperating employer which has an internship safety agreement with the District as provided by [Policy 3060 Student Teachers and Interns](#).~~
- D. ~~A "contract employee" is an employee of a staffing service or other entity who works at a District school under a contract.~~
- E. ~~"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.~~

[Utah Code 53G-11-401\(3\), \(6\), \(7\) \(2019\)](#)

- F. "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.

G. "Background Check" means information on an applicant or employee that may include, but is not limited to, Criminal History Reports and driving record reports.

H. Employment Screening

1. Utah law requires Background Checks on all prospective employees (i.e., the individual who is selected as the "successful applicant" for a particular job position in the District), substitutes and coaches (herein referred to cumulatively as the "prospective employee") [Utah Admin. Rules R277-516](#). Accordingly, the District requires each prospective employee to submit to a background check prior to employment or service in the District.
2. 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 School District and it is the policy of this School 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."
3. 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.
4. All employees, **qualifying volunteers, and contract employees** seeking employment with the School District **and who are 18 years of age or older** shall sign a written release, waiver and authorization which authorize the School District to request information from the prospective employee's past three employers and supervisors. The release, waiver and authorization shall also authorize the School 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 School District deems necessary to satisfy itself of the quality and competence of the prospective employee's credentials.
5. The prospective employee shall pay the cost of the background check.

6. 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.
7. 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.
8. 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.
9. The district shall, for each non-licensed employee and volunteer who will be given significant unsupervised access to a student in connection with the volunteers assignment, collect personal identifying information including: current name, former names, nicknames and aliases, date of birth, address, telephone number, driver license number or other government issued identification number, social security number and fingerprints and submit that personal identifying information to the Bureau of Criminal Identification within the Department of Public Safety.

[Utah Code § 53G-11-402 \(2018\)](#)

[Utah Admin. Rules R277-520-8](#)

[Utah Admin. Rules R277-516-4](#)

I. 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. The employee shall pay the cost of the background check.

J. 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 person under [Utah Code § 76-5](#), Offenses Against the Person. 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.
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.
 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 R277-516](#) 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 only as necessary to protect the safety of students and/or employees and with strict requirements for the protection of confidential employment information.
- K. Non-Licensed Employees - Background Checks

1. The District shall conduct periodic background checks for all non-licensed employees every five (5) years. The employee shall pay the cost of the background check.

L. Non-Licensed Employees - Reporting of Arrests and Convictions

1. A Non-Licensed Employee who is arrested for any of the following alleged offenses shall report the arrest within forty-eight (48) hours or as soon as possible to the Superintendent or his/her designee:
 - a. Any matters involving arrests for alleged sex offenses;
 - b. Any matters involving arrests for alleged drug-related offenses;
 - c. Any matters involving arrests for alleged alcohol-related offenses;
 - d. Any matter involving arrests for alleged offenses against the person under Utah Code Ann. Title 76, Chapter 5, Offenses Against the Person. 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.
2. 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.
3. 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.
4. The District will provide adequate due process for the accused employee consistent with [Utah Admin. Rules R277-516](#) and applicable administrative procedures established by the District.
5. The Assistant Superintendent 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.

6. 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.

- M. 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\(1\)\(b\) \(February 7, 2020\) Utah Code § 53E-6-604, Utah Admin. Rules R277-515](#) and District policy. The District will also report the arrest to the USBE within forty-eight (48) hours.

- N. 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.

- O. 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.

- P. An administrator may obtain any information in the possession of the State Office of Education that is relevant to evaluating the employment of a current or prospective employee of the school. If a decision is made not to hire a prospective employee or to take action against a current employee based upon such information, the individual affected shall be given notice of the information and be provided an opportunity to refute or respond to the information. An administrator who, in good faith, discloses or receives information under this section is exempt from civil liability relating to that receipt or disclosure.

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

References:

[Utah Code § 53E-6-401](#)
[Utah Code § 76-5, Offenses Against the Person](#)
[Utah Admin. Rules R277-516](#)

POLICY 3098

Employee Surveys

A. Definition

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

Utah Admin. Rules R277-325-2(1) (January 9, 2020)

B. Administration of Engagement Survey

1. Beginning with the 2019-2020 school year and at least every other year thereafter, all educators in the District shall be requested to complete the Utah State Board of Education Model Public Education Engagement Survey through an online provider approved by the State Board of Education. The survey shall be administered in alternating years with the school climate survey, except as provided below for new educators.

Utah Admin. Rules R277-325-4(1) (January 9, 2020)

2. The District shall request that new educators complete the Utah State Board of Education Model Public Education Engagement Survey each of the educator’s first three years in the profession.

Utah Admin. Rules R277-325-4(2) (January 9, 2020)

3. The survey shall be administered so as to allow each educator to remain anonymous and shall ask the educator to identify the educator’s school district. The survey may ask the educator to voluntarily identify the educator’s school and may ask the educator to provide basic nonidentifying demographic data as requested by the State Superintendent. The District may also include additional questions along with the required survey questions. The survey may not request the educator’s CACTUS ID number.

Utah Admin. Rules R277-325-4(4), (6)(a) (January 9, 2020)

C. Administration of Exit Survey

1. At the time of separation from employment, the District shall request all educators who leave employment with the District to complete the Utah State Board of Education Model Public Education Exit Survey through an online provider approved by the State Board of Education.

Utah Admin. Rules R277-325-4(3) (January 9, 2020)

D. Confidentiality of Survey Information

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

Utah Admin. Rules R277-325-4(5), (6)(a) (January 9, 2020)

E. Access to Model Surveys

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

<https://schools.utah.gov/file/b470b911-a489-4278-8b05-809adb7e360>
<https://schools.utah.gov/file/f3d60dcc-c592-4137-9e90-981a60b749d5>

Utah Admin. Rules R277-325-3(2) (January 9, 2020)

POLICY 5230

School Fees

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A. Purpose

1. The Box Elder School District (BESD) Board of Education adopts this policy to provide for the orderly establishment and management of a system of reasonable fees; to provide adequate notice to families of fees and fee waiver requirements; to establish a fair and efficient process for granting fee waivers; and to prohibit practices that would exclude students unable to pay fees from participation in school- sponsored activities or create a burden on a student or family as to have a detrimental impact on participation.

B. Policy

1. A school, school official, or employee may not charge or assess a fee or request or require something of monetary value as a condition to a student's participation in an activity, class, or program provided, sponsored, or supported by a school including a co-curricular or extra-curricular activity, unless the fee has been approved by and included in the BESD fee schedule.
2. To preserve equal opportunity for all students and to limit diversion of money and school and staff resources from the basic school program, BESD and each school shall limit student expenditures for BESD and school-sponsored activities, including expenditures for uniforms, clubs, clinics, travel, and subject area and vocational leadership organizations, whether local, state, or national.
3. A school shall provide notice to a parent of each student attending the school of all current fee schedules and the opportunity for fee waivers prior to the student being registered for a course, activity, or program to enable the parent and student to make an informed decision prior to committing to the student's enrollment or participation.
4. A school shall provide an opportunity for a parent to apply to have one or more fees waived (or be provided alternatives to waivers) and shall grant requested fee waivers (or alternatives to waivers) to students who are eligible under the provisions of this policy.
5. A school may only collect a fee for an activity, class, or program provided, sponsored, or supported by a school consistent with BESD Board of Education policies and state law.

C. Establishing a Fee Schedule

1. "Fee" means a charge, expense, deposit, rental, or payment:

- a. regardless of how it is termed, described, requested, or required directly or indirectly;
- b. in the form of money, goods, or services; and
- c. that is a condition to a student's full participation in an activity, course, or program that is provided, sponsored, or supported by BESD.

D. "Fee" includes:

1. money or something of monetary value raised by a student or the student's family through fundraising;
2. charges or expenditures for a school field trip or activity trip, including related transportation, food, lodging, and admission charges;
3. payments made to a third party that provides a part of a school activity, class, or program
4. charges or expenditures for classroom:
 - a. textbooks;
 - b. supplies; or
 - c. materials;
5. charges or expenditures for school activity clothing; and
6. a fine, other than a fine identified in the subsection below.

E. "Fee" does not include:

1. a student fine specifically approved by the Board for
 - a. failing to return school property;
 - b. losing, wasting, or damaging private or school property through intentional, careless, or irresponsible behavior, or as described in [Section 53G-8-212](#); or
 - c. improper use of school property, including a parking violation;

2. a payment for school breakfast or lunch;
3. a deposit that is:
 - a. a pledge securing the return of school property that is refunded upon the return of the school property; or
 - b. a charge for insurance, unless the insurance is required for a student to participate in an activity, course, or program or
4. Charges associated with a student's participation in a non-curricular club.

F. Fee Setting Process

1. BESD, in consultation with stakeholders, will develop a proposed fee schedule and policies to submit to the Board.

G. Board Approval of Fee Schedules and Policies

1. The Board shall annually review the provisions of this policy.
2. Fee schedules and policies for BESD shall be adopted by the Board on or before April 1st of each year in a regularly scheduled public meeting of the Board.
3. Prior to adopting the annual fee schedule, the Board shall encourage public participation in the process and provide an opportunity for the public to comment on the proposed fee schedule during a minimum of two public meetings of the Board.
4. The Board shall provide notice of the meetings:
 - a. to the public in accordance with the Utah Open and Public Meetings Act; and
 - b. to parents and students using the same form of communication regularly used by BESD to communicate with parents, including notice by e-mail, text, flyer, or phone call.
5. Minutes of the Board meeting during which the fee and fee policies are adopted together with copies of the approved policy and fee schedule shall be kept on file and made available upon request as required by [Utah Code § 52-4-203](#).

6. The Board may adopt amended fee schedules after the April 1st date following the same approval process used for the original fee schedule.

H. Fee Schedule Requirements

1. The Board's adopted fee schedule shall include:
 - a. a specific amount for each fee;
 - b. if a student is responsible for multiple fees related to one activity, class, or program, a clear and easy to understand delineation of each fee and the fee total for each activity, class, or program;
 - c. Beginning with the 2020-2021 school year:
 - 1) a per student annual maximum aggregate fee amount that BESD schools may charge a student for the student's participation in all courses, programs, and activities provided, sponsored, or supported by a school for the year;
 - 2) a maximum fee amount per student for each activity;
 - 3) a spend plan for the revenue collected from each fee charged. The spend plan for each fee charged should provide students, parents, and employees transparency by identifying the fee's funding uses. The fee's corresponding spend plan shall include a list or description of anticipated types of expenditures, for the current fiscal year or as carryover for use in a future fiscal year, funded by the fee charged.
2. The amount of revenue raised by a student through voluntary individual fundraisers or required group fundraisers shall be included as part of the maximum fee amount per student for the activity and maximum total aggregate fee amount per student.
3. Beginning with the 2021-2022 school year, a fee shall be equal to or less than the expense incurred by BESD or school to provide for a student activity, course, or program.
 - a. In calculating the expense incurred by BESD or school in relation to an individual student, the cost of providing fee waivers to fee waiver eligible students may not be considered.
 - b. An additional fee may not be charged, or a particular fee may not be increased to supplant or subsidize another fee.

- c. Students and parents who do not qualify for fee waivers may not be required to pay an increased fee amount to make-up for or cover the costs of students and families who qualify for fee waivers.
 - d. Schools may notify students and families that they may voluntarily pay an increased fee amount or provide a donation to assist in covering the costs of other students and families.
4. A fee listed on a school fee schedule is the maximum amount which may be charged per student for a class or school sponsored or supported activity including uniforms, travel, and clinics, regardless of whether the activity is labeled as curricular, co-curricular or extra-curricular. The actual amount charged may be less.
- I. Fees for Classes and Activities During the Regular School Day
- 1. Elementary Schools
 - a. No fee may be charged in kindergarten through grade five for any regular school day activity including assemblies and field trips or for any snacks, materials, textbooks, instructional or school supplies, or fundraising such as “dress down days” except as provided in Subsection 2 below.
 - 1) BESD is structured to include grade 6 in the secondary schools. BESD will use the language of [R277-407-3\(3\)](#) in order to include those students in the secondary fee process.
 - b. An elementary school or teacher may provide to a student’s parent or guardian a suggested list of student supplies, as defined in this policy, for use during the regular school day so that a parent or guardian may furnish, on a voluntary basis, those supplies for student use. Such a list must include the following language:

“Notice: The items on this list will be used during the regular school day. They may be brought from home on a voluntary basis, otherwise, they will be furnished by the school.”
 - c. The school must provide any necessary school supplies not voluntarily furnished by a parent or guardian.
 - 2. Secondary Schools

- a. Fees may be charged in connection with an activity, class, or program provided, sponsored, or supported by a school for a student in a secondary school that takes place during the regular school day if the fee is on the Board approved fee schedule.
- b. All fees are subject to the fee waiver provisions of this policy.
- c. If a secondary class is established or approved, which requires payment of fees or purchase of items for students to participate fully and to have the opportunity to acquire all skills and knowledge required for full credit or highest grades, the fees or costs for the class must be approved by and appear on the Board fee schedule and shall be subject to the fee waiver provisions of this policy.
- d. A school may require a secondary student to provide student supplies as defined in this policy.
- e. If a school requires special shoes or items of clothing that meet specific requirements, including requesting a specific color, style, fabric, or imprint, the cost of the special shoes or items of clothing are considered a fee, and subject to fee waiver.
- f. Beginning in the 2022-2023 school year schools may not charge a fee for:
 - 1) a textbook. A textbook fee may only be charged for concurrent enrollment or advanced placement courses, and these fees are subject to fee waivers.
 - a) "Textbook" means instructional material necessary for participation in a course or program, regardless of the format of the material including:
 - i. books, printed materials, and consumable workbooks;
 - ii. computer hardware, software, or digital content; and
 - iii. cost of maintenance and replacement as a result of normal use.
 - 2) "Textbook" does not include instructional equipment.
- g. Remedial courses and credit recovery fees are subject to all school fee requirements. These fees shall be placed on the BESD fee schedule and are subject to fee waivers. Additionally, beginning with the 2022-23 school year, any instructional material provided for a student to complete a remedial course or credit recovery, is considered a textbook and shall be provided free of charge.

- h. Schools may charge a fee for instructional equipment subject to fee waivers.
 - 1) "Instructional equipment" means equipment or supplies required for a student to use as part of a secondary course that become the property of the student upon exiting the course.
 - 2) "Instructional equipment" includes course related tools or instruments.
- i. BESD may charge the cost to access software, digital content, or other instructional materials that are required as part of an activity, course or program. These fees are subject to fee waiver.

J. Project Related Courses

1. In project related courses, projects required for course completion shall be free to all elementary school students and included in the approved course fee and be waivable for secondary students.
2. A school may require a student at any grade level to provide materials or pay for an additional discretionary project if the student chooses and the course teacher approves a project in lieu of, or in addition to, a required classroom project. The additional costs for the alternate project are not subject to fee waiver.
3. A school shall avoid allowing high cost additional projects, particularly if authorization of an additional discretionary project results in pressure on a student by teachers or peers to also complete a similar high cost project.
4. A school or teacher may not require a student to select an additional project as a condition to enrolling, completing, or receiving the highest possible grade for a course.

K. School Activities Outside of the Regular School Day

1. Fees may be charged in connection with any school-sponsored program or activity, that does not take place during the regular school day, regardless of the age or grade level of the student, if:
 - a. participation in the activity is voluntary;
 - b. the fee is on the Board approved fee schedule;

- c. the amount collected from the student is equal to or less than the maximum fee amount on the approved fee schedule;
 - d. the fee revenue is collected in compliance with BESD financial policies;
 - e. fee revenue is expended in compliance with the spend plan;
 - f. the fee is subject to the fee waiver requirements; and
 - g. for elementary schools, the student's participation in the activity does not affect a student's grade or ability to participate fully in any course taught during the regular school day.
2. Schools that provide, sponsor, or support an activity, class, or program outside of the regular school day or school calendar are subject to the provisions of this policy regardless of the time or season of the activity, class, or program.

L. Notice to Parents

1. Each school shall annually publish the Board's approved fee schedule, including fee maximums, and fee waiver policies on the school's website in an easily accessible location.
2. The parent of each student shall be provided a copy of the fee schedule, fee waiver policies, and the school fee documents required by [Utah Admin. Code R277-407-6](#) annually in the school's registration materials and upon registration to the parent of a student who enrolls after the initial registration period.
3. Upon request, the school shall provide printed copies of school fee schedules, waiver policies, and documents to a parent or guardian who is unable or chooses not to access them through BESD or school website.
4. The administrator of a school shall make arrangements for a school representative to meet personally with each student's parent or family and make available an interpreter for the parent to understand the fee schedule and waiver policies when the student or parent's first language is a language other than English and BESD has not published the information in the parent's first language.

M. Fee Waivers

1. General Fee Waiver Provisions

- a. "Waiver" or "fee waiver" means a full release from the requirement or payment of a fee and from any provision in lieu of a fee payment.
- b. All fees are subject to fee waiver unless specifically identified as a non-waivable charge in this policy or [Utah Admin Code R277-407](#).
- c. A school is not required to waive a non-waivable charge.
- d. To ensure that no student is denied the opportunity to participate in a class or school sponsored or supported activity because of an inability to pay a fee, each school will provide for adequate waivers or other provisions in lieu of fee waivers.
- e. The process for obtaining a fee waiver, pursuing an alternative to fee waiver, or appealing the denial of a fee waiver shall be administered confidentially, fairly, objectively, without delay, and in a manner that avoids stigma, embarrassment, undue attention, and unreasonable burdens on students and parents.
- f. A student receiving a fee waiver or other provisions in lieu of a fee shall not be treated differently from other students or identified to students, staff members, or other persons who do not need to know of the waiver.
- g. Any requirement that a student pay a fee is suspended during any period in which the student's eligibility for a fee waiver is being determined or a denial of a fee waiver is being appealed.

2. Fee Waiver Eligible Charges

- a. Fees for the following are waivable regardless of whether they are held during the regular school day, during the regular school year, outside of the regular school day, outside of the regular school year, or during the summer:
 - 1) An activity, class, or program that is:
 - a) primarily intended to serve school-age children; and
 - b) taught or administered, more than inconsequentially, by a school employee as part of the employee's assignment.
 - 2) An activity, class, or program that is explicitly or implicitly required:
 - a) as a condition to receive a higher grade, or for successful completion of a school class or to receive credit, including a requirement for a student to

attend a concert or museum as part of a music or art class for extra credit;
or

- b) as a condition to participate in a school activity, class, program, or team, including, a requirement for a student to participate in a summer camp or clinic for students who seek to participate on a school team, such as cheerleading, football, soccer, dance, or another team.
- 3) An activity or program that is promoted by a school employee, such as a coach, advisor, teacher, school-recognized volunteer, or similar person, during school hours where it could be reasonably understood that the school employee is acting in the employee's official capacity.
 - 4) Admission, entrance, or gate fees for student attendance to an event or activity provided, sponsored, or supported by BESD or a school including:
 - a) athletic competitions;
 - b) music or theater program performances; and
 - c) parent teacher organization activities.
 - 5) An activity or program where full participation in the activity or program includes:
 - a) travel for state or national educational experiences or competitions;
 - b) debate camps or competitions; or
 - c) music camps or competitions.
 - 6) A concurrent enrollment, CTE, or AP course.
 - 7) Activity clothing required to be worn by a student when participating as a club, school group, or team such as matching jackets, hoodies, t-shirts or other like clothing.
 - 8) Official curricular, co-curricular, and extra-curricular club or team uniforms that are required for student participation.
3. Non-waivable Charges

- a. Non-waivable charges are costs, payments, or expenditures which are not considered to be school fees and are not subject to fee waivers.
 - 1) Non-waivable charges include a personal discretionary charge or purchase for:
 - a) insurance, unless the insurance is required for a student to participate in an activity, class, or program;
 - b) college credit related to the successful completion of a concurrent enrollment class or an advanced placement examination; and
 - c) a personal consumable item such as a yearbook, class ring, letterman jacket or sweater, or other similar item, except when requested or required by a school as a condition to a student's participation.
 - 2) Charges designated by Utah Code, federal law, or administrative rule not to be a fee are non-waivable charges including:
 - a) tuition for nonresident out-of-state students and foreign students, foreign student transcript translation fees and I-20 form processing charges;
 - b) a charge for an activity, class, program, that meets the criteria of a noncurricular club as described in [Utah Code Title 53G, Chapter 7, Part 7, Student Clubs](#);
 - c) a charge for a school breakfast or lunch;
 - d) a fine for improper use of school property, including a parking violation; or
 - e) a fine for replacement of damaged or lost school property in accordance with [Utah Code Ann. § 53G-8-212](#).
 - i. If the student and the student's parent are unable to pay for damages or if it is determined by the school in consultation with the student's parent that the student's interests would not be served if the parent were to pay for the damages, the school may provide for a program of work the student may complete in lieu of the payment.
 - ii. No fine may be assessed for damages which may be reasonably attributed to normal wear and tear.

4. Fee Waiver Administrator

- a. The principal in each school shall designate at least one person at the appropriate administrative level to act as the “Fee Waiver Administrator.” The designated individual shall:
 - 1) be trained in and have a knowledge and understanding of school fees, the fee waiver process, and student data privacy laws; and
 - 2) work in an appropriate setting to facilitate confidential conversations and documents.
- b. The Fee Waiver Administrator shall be responsible to:
 - 1) review fee waiver applications and verification documents;
 - 2) grant or deny fee waiver requests;
 - 3) compile all logs and maintain fee waiver documents in compliance with the [Family Educational Rights and Privacy Act \(FERPA\)](#); and
 - 4) report fee waiver information.
- c. The Fee Waiver Administrator’s contact information will be available on the school’s website with other school fee information and in student registration materials.
- d. A student may not assist in the fee waiver approval process.

5. Fee Waiver Application Process

- a. A school shall use the standardized state board school fees notice and fee waiver applications to inform parents of the process of obtaining a fee waiver.
- b. The application for fee waiver shall be included on each school’s website.
- c. The fee waiver request process shall have no visible indicators that could lead to identification of fee waiver applicants.
- d. A parent or student desiring to have one or more fees waived shall submit a completed fee waiver application and verification of eligibility to the Fee Waiver Administrator.

- e. Fee waiver eligibility begins July 1 and continues through June 30 and must be completed annually.

6. Fee Waiver Eligibility Verification

- a. A student is eligible for and will be granted a fee waiver if the Fee Waiver Administrator receives a completed application and verification of one of the following from the student or parent:
 - 1) The student's family income qualifies under the levels set by the State Superintendent and the parent provides verification in the form of income statements, pay stubs, or tax returns:
 - a) these levels are set to correspond to the income levels for the federal free lunch program and may be found at schools.utah.gov/school_fees on the fee waiver application form;
 - b) all income received by the household is considered including salary, public assistance benefits, social security payments, pensions, unemployment compensation and child support payments.
 - 2) The student receives Supplemental Security Income (SSI) and the parent provides benefit verification documents from the Social Security Administration.
 - 3) The student's family receives Temporary Assistance for Needy Families (TANF) and the parent provides benefit verification from the Utah Department of Workforce Services for the period for which the fee waiver is sought which may be in the form of an electronic screenshot of eligibility determination or status.
 - 4) The student is in foster care through the Division of Child and Family Services; or is in state custody and the individual seeking the waiver provides the youth in care required intake form and school enrollment letter, provided by a case worker from the Utah Division of Child and Family Services or the Utah Juvenile Justice Department.
- b. A school shall ensure that a fee waiver or other provision in lieu of fee waiver is available to any student whose parent is unable to pay.

- 1) A Fee Waiver Administrator may grant a fee waiver to a student, on a case by case basis, who does not qualify for a fee waiver under the criteria above, but who, because of extenuating circumstances is not reasonably capable of paying the fee.
- 2) An opportunity will be provided for those requesting a fee waiver under this standard to meet privately with the Fee Waiver Administrator to discuss their situation and potential eligibility for fee waiver.
- 3) Verification may be collected as appropriate for the situation.

7. Notification of Eligibility

- a. After reviewing the documentation provided by the student and the student's parent, the Fee Waiver Administrator will approve or deny the fee waiver request.
- b. The Fee Waiver Administrator shall not retain required fee waiver verification documents or copies of the verification documents but will keep the following information as a log or record:
 - 1) That the student's eligibility was verified;
 - 2) The name and position of the person who reviewed the verification documents;
 - 3) The date it was verified; and
 - 4) The type of documentation used to verify eligibility.
- c. The Fee Waiver Administrator shall maintain documentation of the following:
 - 1) The school year the request was submitted;
 - 2) The type and amount of fees requested to be waived;
 - 3) Whether the request was approved or denied;
 - 4) If approved, the type and amount of fees which were waived.
- d. The Fee Waiver Administrator shall provide written notice of the decision to grant or deny a fee waiver request to the student's parent using the standardized state board fee waiver decision and appeal form.

- e. If a fee waiver request is denied, the written notice of decision shall include the reason the request was denied and a copy of the appeal process and appeal form.

8. Appeal of Fee Waiver Denial

- a. A student or the student's parent may appeal the decision to deny a fee waiver request by completing and submitting the appeal form included with the denial or found on the school website to the principal or designee within 14 calendar days of receiving notice of denial.
- b. A student or the student's parent may appeal the decision to deny a fee waiver request by completing and submitting the appeal form included with the denial or found on the school website to the principal within 14 calendar days of receiving notice of denial.
- c. If after meeting with the school principal the waiver is still denied, the parent may appeal, in writing, within 14 calendar days of receiving notice of denial, to the BESD superintendent or designee.

N. Collection of School Fees

- 1. A school may make an installment payment plan available to a parent or student to pay for a fee, however, an installment payment plan may not be required in lieu of a fee waiver.
- 2. A student may not collect or receive student fees from other students or parents.
- 3. A school may pursue reasonable methods for collecting student fees, but may not, as a result of unpaid fees:
 - a. exclude a student from a school, an activity, class, or program that is provided, sponsored, or supported by a school or BESD;
 - b. refuse to issue a course grade; or
 - c. deny a former or current student receipt of official student records, including written or electronic class schedules, grade reports, diplomas, or transcripts.
- 4. A school may impose a reasonable charge to cover the cost of duplicating, mailing, or transmitting transcripts and other school records.

5. A school may not charge for duplicating, mailing, or transmitting copies of school records to an elementary or secondary school in which a former student is enrolled or intends to enroll.
6. If a school's property has been lost or willfully cut, defaced, or otherwise damaged, the school may withhold the issuance of an official written grade report, diploma, or transcript of the student responsible for the damage or loss until the student or the student's parent has paid for the damages in accordance with [Utah Code § 53G-8-212\(2\)\(a\)](#).
7. BESD may exclude a student from participating in the graduation ceremony for unpaid fees.

O. Fundraising

([R277-407-10\(1\)](#) and [R277-113](#) require every LEA governing board to establish a fundraising policy.)

1. Any fundraising activity must be approved and conducted in accordance with BESD Fundraising Policy.
 - a. A school may not authorize, establish, or allow for required individual fundraising.
 - b. A school may allow optional individual fundraising opportunities for students to raise money to offset the cost of the student's fees.
 - c. A school may allow for group fundraisers.
2. A school shall not deny a student membership in or participation on a team or group or in an activity based on the student's non-participation in a fundraiser.
3. Schools seeking to use alternative methods of raising revenue must comply with BESD [Policy 5310 Fundraising](#) and [Utah Admin. Code R277-113](#).

P. Donations in Lieu of Fees

1. A school may not request or accept a donation in lieu of a fee from a student or parent unless the activity, class, or program for which the donation is solicited will otherwise be fully funded by the school or BESD and receipt of the donation will not affect participation by an individual student.

2. A donation is a fee if a student or parent is required to make the donation as a condition to the student's participation in an activity, class, or program.
3. BESD level actions to solicit or accept a donation or contribution must be in compliance with all Board policies, must clearly state that donations and contributions by a student or parent are voluntary, and may not place any undue burden on a student or family.
4. The BESD foundation may raise money to offset the cost attributed to granting fee waivers to students throughout BESD.
5. BESD shall direct donations provided to BESD through the BESD foundation in accordance with policies governing the BESD foundation.
6. BESD or a school may not accept a donation that would create a significant inequity among the schools within the BESD.

Q. School Reporting Requirements

1. Each school principal and BESD Board Chair shall submit a Certification of Compliance annually affirming compliance with the provisions of this policy.
2. The BESD Superintendent shall submit a Certification of Compliance annually affirming compliance with the provisions of this policy and submit the following forms:
 - a. Student Fee Schedule with Spend Plan
 - b. School Fee Policy
 - c. School Fee Waiver Policy
 - d. Notice of Fee Waiver Criteria provided by the BESD to student's parents
3. Each school shall maintain records and submit documentation to BESD staff annually of:
 - a. number of students enrolled as of October 1
 - b. number of students granted fee waivers
 - c. dollar amount of fees waived

- d. number of students who worked in lieu of fee waivers
- e. dollar amount of fees collected from students
- f. dollar amount of fees collected from students for curricular activities
- g. dollar amount of fees collected from students for co-curricular activities
- h. dollar amount of fees collected from students for extra-curricular activities

R. Training

1. BESD superintendent shall provide for annual training of BESD and school employees on fee related policies enacted by the Board specific to each employee's job function.

S. Penalties for Violation of School Fee Policy

1. Any administrator, teacher, advisor or coach who knowingly violates the authorized fee schedule and financial policies as approved annually by the Board will be subject to disciplinary action.
2. Monies collected beyond the approved fee schedule will be refunded by the school back to the individual student(s).
3. If a school violates the authorized fee schedule and financial policy, BESD may impose the following:
 - a. Issue a letter of reprimand to the individual(s) and/or school.
 - b. The administrator, athletic director, teacher, coach/advisor, and/or the school may be assessed a fine not to exceed \$200.
 - c. Possibility of suspension or termination.

T. Definitions

1. Definitions applicable to this policy are intended to be consistent with [Utah Admin. Code R277-407](#). In the case of a discrepancy, the administrative code shall prevail.

- a. "Co-curricular activity" means an activity, course, or program, outside of school hours, that also includes a required regular school day program or curriculum and which is:
 - 1) an extension of a curricular activity,
 - 2) included in an instructional plan, and
 - 3) conducted by a teacher or education professional.
- b. "Curricular activity" means an activity, a course, or a program that is:
 - 1) provided, sponsored, or supported by BESD; and
 - 2) conducted only during school hours.
- c. "Extra-curricular activity" means an activity or program for students, outside of the regular school day, that:
 - 1) is sponsored, recognized, or sanctioned by BESD; and
 - 2) supplements or compliments, but is not part of, BESD's required program or regular curriculum.
- d. "Fundraiser," "fundraising," or "fundraising activity" means an activity or event provided, sponsored, or supported by a school that uses students to generate funds to raise money to:
 - 1) provide financial support to a school or any of the school's classes, groups, teams, or programs; or
 - 2) benefit a particular charity or for other charitable purposes.
- e. "Fundraiser," "fundraising," or "fundraising activity" may include:
 - 1) the sale of goods or services;
 - 2) the solicitation of monetary contributions from individuals or businesses; or
 - 3) other lawful means or methods that use students to generate funds.

- f. "Fundraiser," "fundraising," or "fundraising activity" does not include an alternative method of raising revenue without students.
- g. "Group fundraiser" or "group fundraising" means a fundraising activity where the money raised is used for the mutual benefit of the group, team, or organization.
- h. "Individual fundraiser" or "individual fundraising" means a fundraising activity where money is raised by each individual student to pay the individual student's fees.
- i. "Noncurricular club" has the same meaning as that term is defined in [Section 53G-7-701](#).
- j. "Provided, sponsored, or supported by a school" means an activity, class, program, fundraiser, club, camp, clinic, or other event that:
 - 1) is authorized by BESD or school, according to local education board policy; or
 - 2) satisfies at least one of the following conditions:
 - a) the activity, class, program, fundraiser, club, camp, clinic, or other event is managed or supervised by an BESD or school, or a BESD or school employee **in the capacity of their District employment**;
 - b) the activity, class, program, fundraiser, club, camp, clinic, or other event uses, more than inconsequentially, BESD or school's facilities, equipment, or other school resources; or
 - c) the activity, class, program, fund-raising event, club, camp, clinic, or other event is supported or subsidized, more than inconsequentially, by public funds, including the school's activity funds or minimum school program dollars.
- k. "Provided, sponsored, or supported by a school" does not include an activity, class, or program that meets the criteria of a noncurricular club as described in [Title 53G, Chapter 7, Part 7, Student Clubs](#).
- l. "Provision in lieu of fee waiver" means an alternative to fee payment or waiver of fee payment.
- m. "Provision in lieu of fee waiver" does not include a plan under which fees are paid in installments or under some other delayed payment arrangement.

- n. "Regular school day" has the same meaning as the term "school day" described in [Section R277-419-2](#).
- o. "Requested or required by BESD as a condition to a student's participation" means something of monetary value that is impliedly or explicitly mandated or necessary for a student, parent, or family to provide so that a student may:
- 1) fully participate in school or in a school activity, class, or program;
 - 2) successfully complete a school class for the highest grade; or
 - 3) avoid a direct or indirect limitation on full participation in a school activity, class, or program, including limitations created by:
 - a) peer pressure, shaming, stigmatizing, bullying, or the like; or
 - b) withholding or curtailing any privilege that is otherwise provided to any other student.
- p. "Something of monetary value" means a charge, expense, deposit, rental, fine, or payment, regardless of how the payment is termed, described, requested or required directly or indirectly, in the form of money, goods or services.
- q. "Something of monetary value" includes:
- 1) charges or expenditures for a school field trip or activity trip, including related transportation, food, lodging, and admission charges;
 - 2) payments made to a third party that provide a part of a school activity, class, or program;
 - 3) classroom supplies or materials; and
 - 4) a fine, except for a student fine specifically approved by BESD for:
 - a) failing to return school property;
 - b) losing, wasting, or damaging private or school property through intentional, careless, or irresponsible behavior; or
 - c) improper use of school property, including a parking violation.

- r. "Student supplies" means items which are the personal property of a student which, although used in the instructional process, are also commonly purchased and used by persons not enrolled in the class or activity in question and have a high probability of regular use in other than school-sponsored activities.
- s. "Student supplies" include:
 - 1) pencils;
 - 2) paper;
 - 3) notebooks;
 - 4) crayons;
 - 5) scissors;
 - 6) basic clothing for healthy lifestyle classes; **and**
 - 7) **clothing that is commonly found in students' homes, and**
 - 8) similar personal or consumable items over which a student retains ownership.
- t. "Student supplies" does not include items listed above if the requirement from the school for the student supply includes specific requirements such as brand, color, or a special imprint in order to create a uniform appearance not related to basic function.

U. References

- [Utah Code § 53G-6-402\(5\)](#) – Open enrollment options – processing fee.
- [Utah Code § 53G-6-604](#) – Requirement of school record for transfer of student.
- [Utah Code § 53G-8-212](#) – Defacing or damaging school property – Student's liability – Work program alternative.
- [Utah Code Title 53G, Chapter 7, Part 5](#) – Student Fees
- [Utah Code Title 53G, Chapter 7, Part 6](#) – Textbook Fees
- [Utah Code Title 53G, Chapter 7, Part 7](#) – Student Clubs
- [Utah Code Title 53G, Chapter 7, Part 8](#) – School Uniforms

Policy 5230
Amended
March 11, 2020
First Reading
October 8, 2020
Second Reading
November 11, 2020

[Utah Administrative Code R277-113](#) – LEA Fiscal and Auditing Policies
Part 7 – School Sponsored Activities
[Utah Administrative Code R277-407](#) – School Fees
[Utah Administrative Code R277-713](#) – Concurrent Enrollment of High
School Students in College Courses.
[Permanent Injunction Civil No. 920903376](#)

V. Forms

[Fee Waiver Forms](#)

POLICY 5310

Fundraising

A. General Policy Statements – District/School Sponsored Fundraising

1. School sponsored activities are those authorized by the District or an individual building principal that supports the District or individual school's authorized curricular school clubs, activities, sports, classes or programs that satisfies one or more of the following:
 - a. Is managed or supervised by the District or an individual school or a District or school employee **in the capacity of the employee's District employment.**
 - b. Uses the District or school's facilities, equipment, or other school resources.
 - c. Is supported or subsidized by public funds including the school's activity funds or minimum school program.
2. All monies raised through fundraisers for school-sponsored activities are considered public funds and must fully comply with the District's cash receipting and cash disbursement policies. It is expected that in all dealings, District and school employees will act ethically, consistent with the District's ethics training, the Utah Educators' Standards (R277-217), the Public Officers' and Employees' Ethics Act ([Utah Code ' 67-16-1 et seq.](#)) The District and individual schools will comply with all applicable state and federal laws; the State procurement code ([Utah Code § 63G-6a](#)); State Board of Education rules, including construction and improvements; [IRS Publication 526 "Charitable Contributions"](#); and other applicable IRS regulations.

[Utah Code § 51-7-3\(26\)](#)
3. Donations should be used for the purpose for which they were donated and in accordance with State and District policies. Donations, whether in-kind, cash, or otherwise, shall be complete transfers of ownership, rights, privileges, and/or title in or to the donated goods or services and become exclusive property of the District upon delivery.
4. The Box Elder School District Foundation (the "Foundation") is an entity established to receive donations and gifts for the benefit of the District and the District's schools. Any organization or individual wishing to donate cash, materials, equipment, other

property or programs to a school is encouraged to make such donations through the Foundation.

5. The District recognizes that fundraising efforts, donations, gifts, sponsorships, and public support vary among schools. The District is committed to appropriate distribution of unrestricted funds and the management of donations and gifts to ensure that the educational opportunities for all students are equal and fair. If the District accepts a donation, it shall prevent potential inequities in schools within the District in distributing the donation.

[Utah Admin. Rules R277-407-7\(5\) \(December 10, 2019\)](#)

6. Approval may be denied for fundraising activities that would expose the school or District to risk of financial loss or liability if the activity is not successful.
7. Records of all fundraising efforts shall be open to the parents, students and donors, including accurate reporting on participation levels and financial outcomes. This policy does not require the release of students' personally identifiable information protected by FERPA.

[Utah Admin. Rules R277-407-7\(5\) \(December 10, 2019\)](#)

8. The District is committed to principles of gender equity and compliance with Title IX guidance. The District commits to use all facilities, unrestricted donations and gifts, and other available funds in harmony with these principles. The District reserves the right to decline or restrict donations, gifts, and fundraising proceeds, including those that might result in gender inequity or a violation of Title IX. The benefits derived from donations and gifts should be equitable for all students, comply with Title IX, and be in harmony with Article X of the Utah Constitution.
9. Records of all school sponsored fundraising efforts are open to the parents, students and donors, including accurate reporting on participation levels and financial outcomes. (Information that may identify individual students is protected under the provisions of the [Family Educational Rights and Privacy Act \(FERPA\)](#).)
10. Fundraising activities require prior written authorization as follows:
 - a. District wide or multiple school fundraising activities require the approval of the superintendent and the building principals that will be affected by the activity.
 - b. Individual school fundraising activities where the anticipated earnings are less than \$10,000 require the approval of the building principal.

- c. Individual school fundraising activities where the anticipated earnings are \$10,000 to \$50,000 require the approval of the building principal and the superintendent.
- d. Individual school fundraising activities where the anticipated earnings exceed \$50,000 must be approved by the Board of Education.
- e. The sale of banners, advertising, signs, or other promotional material that will be displayed on school property must be approved by the building principal. Political advertising or advertising of products prohibited by law for sale or use by minors is prohibited.
- f. All projects dealing with construction, maintenance, facility renovation or improvement or other capital equipment purchases must be approved by the superintendent and the facilities director or the business administrator.

11. Students involved in fundraising

- a. Participation in fundraising is voluntary, although a student may be required to participate in a school, team, or group-wide fundraiser in order to benefit from the fundraiser. Any fees that are required to participate in the school sponsored or supported activity are subject to fee waiver regardless of whether an eligible student participates in a fundraising activity. Costs that are **not** required to participate in the school sponsored or supported activity—either explicitly or implicitly—but are optional costs are not subject to fee waiver but may be covered by funds raised for those students who participate in the fundraiser.
- b. Participation in fundraising shall not affect a student's grade, shall not be a condition of ~~participating in an activity or of~~ belonging to a team or group, or be used as criteria for participation time. **A request for approval of a required group fundraiser shall describe the nature of the fundraiser and the estimated required participation time for the student and/or parent. Parents and students shall be notified of required group fundraising and how and when the details about the fundraising will be provided to parents and students.**

[Utah Admin. Rules R277-407-10\(2\)\(d\) \(December 10, 2019\)](#)

- c. Competitive enticements for participation in fundraisers are strongly discouraged, especially when the enticements are aimed at individual students.

- d. A sales quota is not permitted, nor is the practice of requiring students to pay for any unsold items.

12. Faculty and staff involved in fundraising

- a. Participation in fundraising is voluntary unless directed to supervise a specific activity as an employment assignment.
- b. Rewards, prizes, commissions, or other forms of compensation shall not be received by any teacher, activity, club or group director or any other District employee or volunteer.
- c. Employees who approve, manage, or oversee fundraising activities are required to disclose any conflict of interest that they may have with the fundraising organization or company.

13. The District reserves the right to prohibit, restrict or limit any fundraising activity associated with the District and/or any school within the District.

14. Newly constructed schools may exceed the number of fundraisers under the following conditions:

- a. Proceeds are used for equipment purchases.
- b. Fundraisers must be as authorized by this policy.
- c. Fundraisers under this clause may not be conducted for more than five (5) years from the completion and occupancy of the building.
- d. This policy will govern all fundraising done by, in the name of, or in behalf of the school.

B. Elementary/Middle/Intermediate School Sponsored Fundraising

- 1. Each school will be limited to one (1) fundraising activity per year.
- 2. Additionally, the school PTA organization will be permitted to disseminate information about one (1) PTA fundraising activity through the school, e.g., newsletter, notes sent home with students, or other such uses of school resources or persons.

3. All fundraising activities involving students shall consistently insist students do not go door-to-door for any purpose. Fundraising instructions shall specify students' involvement is to be limited to family and/or close personal friends.
4. An annual carnival or similar activity may be held in each school, in addition to the one (1) fundraiser.

C. High School Sponsored Fundraising

1. All proposed fundraising projects for the school year must be submitted in writing to the principal not later than the Friday nearest to October 1.
2. A committee of five (5) appointed by the principal will review all proposed fundraising projects.
3. Projects will be screened to eliminate inappropriate fundraising activities.
4. Recommended projects will be presented to those responsible for authorization by the building principal.
5. Approved projects will be scheduled throughout the school year to avoid conflict and excessive fundraising at any given time.
6. Students involved in door-to-door solicitation should go in groups, not individually.

POLICY 5360

Suicide Prevention

- A. The purpose of this policy is to protect the health and well-being of all district students by having procedures in place to prevent, assess the risk of, intervene in, and respond to suicide. The district:
1. recognizes that physical, behavioral, and emotional health is an integral component of a student's educational outcomes,
 2. further recognizes that suicide is a leading cause of death among young people,
 3. has an ethical responsibility to take a proactive approach in preventing deaths by suicide, and
 4. acknowledges the school's role in providing an environment which is sensitive to individual and societal factors that place youth at greater risk for suicide and one which helps to foster positive youth development.
- B. Toward this end, the policy is meant to be paired with other policies supporting the emotional and behavioral health of students more broadly. Specifically, this policy is meant to be applied in accordance with the district's Child Find obligations.
- C. Definitions
1. At-risk
 - a. A student who is defined as **high at** risk for suicide is one who has made a suicide attempt, has the intent to die by suicide, or has displayed a significant change in behavior suggesting the onset or deterioration of a mental health condition. The student may have thought about suicide including potential means of death and may have a plan. In addition, the student may exhibit feelings of isolation, hopelessness, helplessness, and the inability to tolerate any more pain. This situation would necessitate a referral, as documented in the following procedures.
 2. Crisis Team

- a. A multidisciplinary team of primarily administrative, **emotional and or** mental health, safety professionals, and support staff whose primary focus is to address crisis preparedness, intervention/response and recovery. These professionals have been specifically trained in crisis preparedness through recovery and take the leadership role in developing crisis plans, **and in** ensuring school staff can effectively execute various crisis protocols ~~and may provide mental health services for effective crisis interventions and recovery supports.~~

3. Mental Health

- a. A state of mental and emotional being that can impact choices and actions that affect wellness. Mental health problems include mental, **emotional** and substance use disorders.

4. Postvention Suicide

- a. Postvention is a crisis intervention strategy designed to reduce the risk of suicide and suicide contagion, provide the support needed to help survivors cope with a suicide death, address the social stigma associated with suicide, and disseminate factual information after the suicide death of a member of the school community.

5. Risk Assessment

- a. ~~An evaluation of a student who may be at risk for suicide, conducted by the appropriate school staff (e.g., school psychologist, school counselor, or school social worker). This assessment is designed to elicit information regarding the student's intent to die by suicide, previous history of suicide attempts, presence of a suicide plan and its level of lethality and availability, presence of support systems, and level of hopelessness and helplessness, mental status, and other relevant risk factors.~~

6. Risk Factors for Suicide

- a. Characteristics or conditions that increase the chance that a person may try to take his or her life. Suicide risk tends to be highest when someone has several risk factors at the same time. Risk factors may encompass biological, psychological, and or social factors in the individual, family, and environment.

7. Self-harm

- a. Behavior that is self-directed and deliberately results in injury or the potential for injury to oneself. Can be categorized as either nonsuicidal or suicidal. Although self-harm often lacks suicidal intent, youth who engage in self-harm are more likely to attempt suicide.

8. Suicide Death

- a. Suicide death caused by self-directed injurious behavior with any intent to die as a result of the behavior. Note: The coroner's or medical examiner's office must first confirm that the death was a suicide before any school official may state this as the cause of death.

9. Suicide attempt

- a. A self-injurious behavior for which there is evidence that the person had at least some intent to kill himself or herself. A suicide attempt may result in death, injuries, or no injuries. A mixture of ambivalent feelings such as wish to die and desire to live is a common experience with most suicide attempts. Therefore, ambivalence is not a sign of a less serious or less dangerous suicide attempt.

10. Suicidal Behavior

- a. Suicide attempts, intentional injury to self associated with at least some level of intent, developing a plan or strategy for suicide, gathering the means for a suicide plan, or any other overt action or thought indicating intent to end one's life.

11. Suicide Contagion

- a. The process by which suicidal behavior or suicide influences an increase in the suicidal behaviors of others. Guilt, identification, and modeling are each thought to play a role in contagion. Although rare, suicide contagion can result in a cluster of suicides.

12. Suicidal Ideation

- a. Thinking about, considering, or planning for self-injurious behavior which may result in death. A desire to be dead without a plan or intent to end one's life is still considered suicidal ideation and should be taken seriously.

D. Scope

1. This policy covers actions that take place in the school, on school property, at school-sponsored functions and activities, on school buses or vehicles and at bus stops, and at school-sponsored out-of-school events where school staff are present. This policy applies to the entire school community, including educators, school and district staff, students, parents, and volunteers. This policy will also cover appropriate school responses to suicidal or high-risk behaviors that take place outside of the school environment.

E. Prevention

1. District Policy Implementation

- a. A district-level suicide prevention coordinator shall be designated by the Superintendent. This may be an existing staff person. The district suicide prevention coordinator will be responsible for planning and coordinating implementation of this policy for the school district.
- b. Each elementary school principal and secondary principal or designee shall be the school suicide prevention coordinator to act as a point of contact in each school for issues relating to suicide prevention and policy implementation. All staff members shall report students they believe to be at elevated risk for suicide to the school suicide prevention coordinator.

2. Staff Professional Development

- a. All licensed staff will receive annual two hours of professional development on risk factors, warning signs, protective factors, response procedures, referrals, postvention, and resources regarding youth suicide prevention once every three years. ~~The professional development will include additional information regarding groups of students at elevated risk for suicide, including those living with mental and/or substance use disorders, those who engage in self-harm or have attempted suicide, those in out-of-home settings, those experiencing homelessness, American Indian/Alaska Native students, LGBTQ+ (lesbian, gay, bisexual, transgender, questioning, and other) students, students bereaved by suicide, and those with medical conditions or certain types of disabilities.~~
- b. ~~Additional professional development in risk assessment and crisis intervention will be provided to school-employed mental health professionals and school nurses.~~

3. Youth Suicide Prevention Programming

- a. Developmentally-appropriate, student-centered ~~education materials will be integrated into the curriculum of all K-12 health classes. The content of these age-appropriate materials will include: 1) the importance of safe and healthy choices and coping strategies, 2) how to recognize risk factors and warning signs of mental disorders and suicide in oneself and others, 3) help-seeking strategies for oneself or others, including how to engage school resources and refer friends for help. In addition, schools may provide supplemental small-group suicide-prevention programming for students~~ supports will be provided to students including the importance of safe and healthy choices and coping strategies and help seeking strategies for oneself or others.

4. Publication and Distribution

- a. This policy will be ~~distributed annually and included in all student and teacher handbooks and on the school website~~ posted on the school website.

F. Assessment and Referral

1. When a student is identified by a staff person as potentially suicidal, i.e., verbalizes about suicide, presents overt risk factors such as agitation or intoxication, the act of self-harm occurs, or a student self-refers, ~~the student will be seen by a school counselor within the same school day to assess risk and facilitate referral.~~
 - a. School staff will continuously supervise the student to ensure their safety until a parent, or emergency contact can arrive to get the student.
 - b. The principal will be made aware of the situation as soon as reasonably possible.
 - c. ~~The counselor, nurse, principal or designee will contact the student's parent, as described in the Parental Notification and Involvement section, and will assist the family with an urgent referral. When appropriate, this may include calling emergency services or bringing the student to the local Emergency Department, but in most cases will involve setting up an outpatient mental health or primary-care appointment and communicating the reason for referral to the healthcare provider~~ In situations where a student is assessed at risk for suicide or has made a suicide attempt:
 - 1) the student's parent will be informed as soon as practicable by the principal, designee, or mental health professional.

- 2) If the student has exhibited any kind of suicidal behavior, the parent should be counseled on “means restriction”, limiting the child’s access to mechanisms for carrying out a suicide attempt.
 - 3) Through discussion with the student, the principal, nurse, or school counselor will assess whether there is a further risk of harm due to parent notification. If the principal, nurse or counselor believes, in their professional capacity, that contacting the parent would endanger the health or well-being of the student, they may delay such contact as appropriate.
 - 4) If contact is delayed, the reasons for the delay should be documented.
- a. Staff will ask the student’s parent for a signature on a release of information form to discuss the student’s health with outside care, if appropriate.

13. In-School Suicide Attempts

- a) In case of an in-school suicide attempt, the health and safety of the student are paramount. In these situations:
- a. First aid will be rendered until professional medical treatment and/or transportation can be received, following district emergency medical procedures.
 - ~~b. The school nurse, counselor, or principal will contact the student’s parent, as described in the Parental Notification and Involvement section.~~ In situations where a student is assessed at risk for suicide or has made a suicide attempt:
 - 1) the student’s parent will be informed as soon as practicable by the principal, designee, or mental health professional.
 - 2) If the student has exhibited any kind of suicidal behavior, the parent should be counseled on “means restriction”, limiting the child’s access to mechanisms for carrying out a suicide attempt.
 - 3) Through discussion with the student, the principal, nurse, or school counselor will assess whether there is a further risk of harm due to parent notification. If the principal, nurse, or counselor believed, in their professional capacity, that contacting the parent would endanger the health or well-being of the student, they may delay such contact as appropriate.
 - 4) If contact is delayed, the reasons for the delay should be documented.

- c. School staff will supervise the student to ensure their safety until a parent or another emergency contact arrives.
- d. Staff will move all other students out of the immediate area as soon as possible.
- e. If appropriate, staff will immediately request a mental health assessment for the youth by referring the parents to the Bear River Mental Health Department.
- f. Staff will immediately notify the principal regarding in-school suicide attempts.
- g. The school will engage as necessary the crisis team to assess whether additional steps should be taken to ensure student safety and well-being.

14. Re-Entry Procedure

- a) **When the school is aware of a student's returning to school after a mental health crisis:**
 - a. For students returning to school after a mental health crisis (e.g., suicide attempt or psychiatric hospitalization), the principal, or designee will meet with the student's parent, and if appropriate, meet with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school.
 - 2) A school counselor or nurse will be identified to coordinate with the student, their parent, and any outside mental health care providers.
 - 3) The parent will provide documentation from a mental health care provider that the student has undergone examination and that they are no longer a danger to themselves or others.
 - 4) The principal, counselor, or other designated staff person will periodically check in with the student to help the student readjust to the school community and address any ongoing concerns.

15. Out of School Suicide Attempts

- a) Parental Notification and Involvement
 - a. If a staff member becomes aware of a suicide attempt by a student that is in progress in an out-of-school location, the staff member will:
 - 2) Call the police and/or emergency medical services, such as 911

- 3) ~~Inform the student's parent~~
- 4) Inform the school principal ~~who shall in turn inform the parent as described below.~~
 - a) ~~In situations where a student is assessed at risk for suicide or has made a suicide attempt:~~
 - i. ~~the student's parent will be informed as soon as practicable by the principal, designee, or mental health professional.~~
 - ii. ~~If the student has exhibited any kind of suicidal behavior, the parent should be counseled on "means restriction", limiting the child's access to mechanisms for carrying out a suicide attempt.~~
 - iii. ~~Through discussion with the student, the principal, nurse, or school counselor will assess whether there is a further risk of harm due to a parent notification. If the principal, nurse, or counselor believes, in their professional capacity, that contacting the parent would endanger the health or well-being of the student, they may delay such contact as appropriate.~~
 - iv. ~~If contact is delayed, the reasons for the delay should be documented.~~
 - b. If the student contacts the staff member and expresses suicidal ideation, the staff member should maintain contact with the student (either in person, online or on the phone). The staff member should then enlist the assistance of another person to contact the police while maintaining verbal engagement with the student.
 - c. In situations where a student is assessed at risk for suicide or has made a suicide attempt, the student's parent will be informed as soon as practicable by the principal, designee, or mental health professional. If the student has exhibited any kind of suicidal behavior, the parent should be counseled on "means restriction," limiting the child's access to mechanisms for carrying out a suicide attempt. ~~Staff will also seek parental permission to communicate with outside mental health care providers regarding their child.~~ Through discussion with the student, the principal, nurse, or school counselor will assess whether there is a further risk of harm due to parent notification. If the principal, nurse or counselor, believes, in their professional capacity, that contacting the parent would endanger the health or well-being of the student, they may delay such contact as

appropriate. If contact is delayed, the reasons for the delay should be documented.

- d. School personnel should not make decisions related to emergency placement unless emergency medical care is needed to save a student's life or prevent further serious injury. In all other cases, the decision to transport the student to the hospital must be the responsibility and decision of the parent or other government agency.

16. Postvention

a) Development and Implementation of an Action Plan

- a. The crisis team will develop an action plan to guide school response following a death by suicide. A meeting of the crisis team to implement the action plan should take place immediately following news of the suicide death. The action plan may include the following steps:

2) Verify the death

- a) **Staff** The principal or designee will confirm the death and determine the cause of death through communication with a coroner's office, local hospital, the student's parent, or police department. Even when a case is perceived as being an obvious instance of suicide, it should not be labeled as such until after a cause of death ruling has been made. If the cause of death has been confirmed as suicide but the parent will not permit the cause of death to be disclosed, the school will not share the cause of death but will use the opportunity to discuss suicide prevention with students.

3) Assess the Situation

- a) The crisis team will meet to prepare the postvention response, to consider how severely the death is likely to affect other students and to determine which students are most likely to be affected. The crisis team will also consider how recently other traumatic events have occurred within the school community and the time of year of the suicide. If the death occurred during a school vacation, the need for or scale of postvention activities may be reduced.

4) Share Information

- a) Before the death is officially classified as a suicide by the coroner's office, the death can and should be reported to staff, students, and parents with an acknowledgment that its cause is unknown. Inform the faculty that sudden death has occurred, preferably in a staff meeting. Write a statement for staff members to share with students. The statement should include the basic facts of the death and known funeral arrangements (without providing details of the suicide method), recognition of the sorrow the news will cause, and information about the resources available to help students cope with their grief. Public address system announcements and school-wide assemblies should be avoided. The crisis team may prepare a letter (with the input and permission from the student's parent) to send home with students that include facts about the death, information about what the school is doing to support students, the warning signs of suicidal behavior, and a list of resources available.

5) Avoid Suicide Contagion

- a) It should be explained in the staff meeting described above that one purpose of trying to identify and give services to other high-risk students is to prevent another death. The crisis team will work with teachers to identify students who are most likely to be significantly affected by the death. In the staff meeting, the crisis team will review suicide warning signs and procedures for reporting students who generate concern.

6) Initiate Support Services

- a) Students identified as being more likely to be affected by the death will be assessed by a school employed mental health professional to determine the level of support needed. The crisis team will coordinate support services for students and staff in need of individual and small group counseling as needed. In concert with parents, crisis team members will refer to community mental healthcare providers to ensure a smooth transition from the crisis intervention phase to meeting underlying or ongoing mental health needs.

7) Memorial Plans

- a) The school should not create on-campus physical memorials (e.g. photos, flowers), funeral services, or fly the flag at half-mast because it may sensationalize the death and encourage suicide contagion. School should not be canceled for the funeral. See [Policy 5045 Student Memorials](#).

8) External Communication

- a) The school principal or designee will be the sole media spokesperson. Staff will refer all inquiries from the media directly to the spokesperson. The spokesperson will:
 - i. Keep the district suicide prevention coordinator and superintendent informed of school actions relating to the death.
 - ii. Prepare a statement for the media including the facts of the death, postvention plans, and available resources. The statement will not include confidential information, speculation about victim motivation, means of suicide, or personal family information.
 - iii. Answer all media inquiries. If a suicide is to be reported by news media, the spokesperson should encourage reporters not to make it a front-page story, not to use pictures of the suicide victim, not to use the word suicide in the caption of the story, not to describe the method of suicide, and not to use the phrase “suicide epidemic” – as this may elevate the risk of suicide contagion. They should also be encouraged not to link bullying to suicide and not to speculate about the reason for suicide. The media should be asked to offer the community information on suicide risk factors, warning signs, and resources available.

Sunrise High Update

November 11, 2020

Sunrise High School

Exterior is near complete,
Still need signage



Main Commons



Sophomore Center Common Area



General Classroom



Second Floor

Looking into the media center and out the large window



Hardwood gym flooring

This process was delayed due to high moisture content of the concrete sub-floor



Two Stairwells

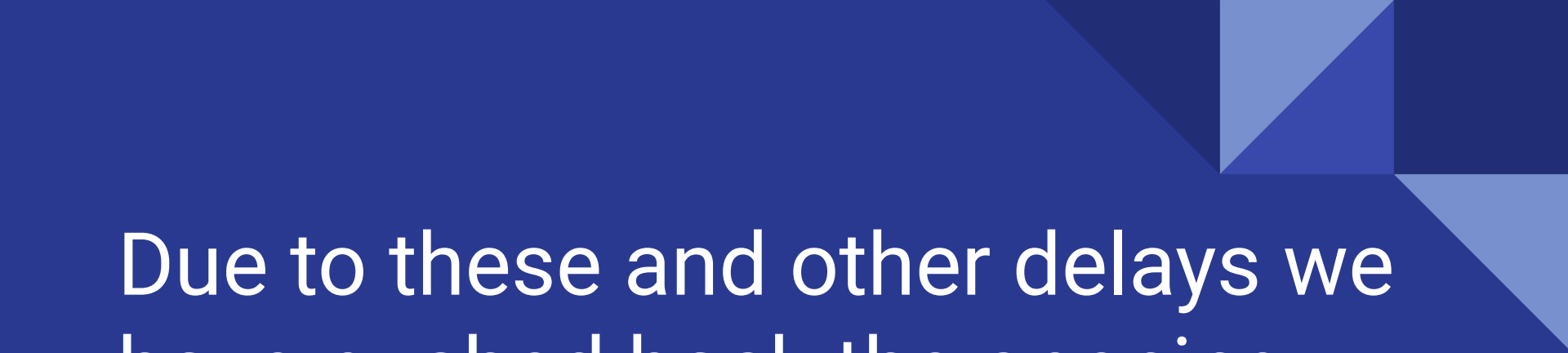
This process is delayed due to supply chain of the schluter for the rubber nosing. The stairs will be tile and the rubber nosing will reduce slipping.



Elevator install

Delayed install due to elevator lost in shipping for a time. Install complete this Thursday. Then we need an inspection to put it into use, 3-4 weeks out. Inspectors will not schedule until the elevator install is complete.





Due to these and other delays we have pushed back the opening date. We are working with Principal Jackman on a revised timeline.



New Elementary Update

November 11, 2020

- *Asbestos Abatement Complete
- *BCPD, BCFD training in the old building
- *Demo and site work to begin next week, Nov. 18

Appraisal of property north of BRHS:

Value came out higher than the
asking price (district advantage)

**New
School
Name**

Round 1: Recommendations from the school community.

Parents, students, teachers, & staff were invited to submit names.

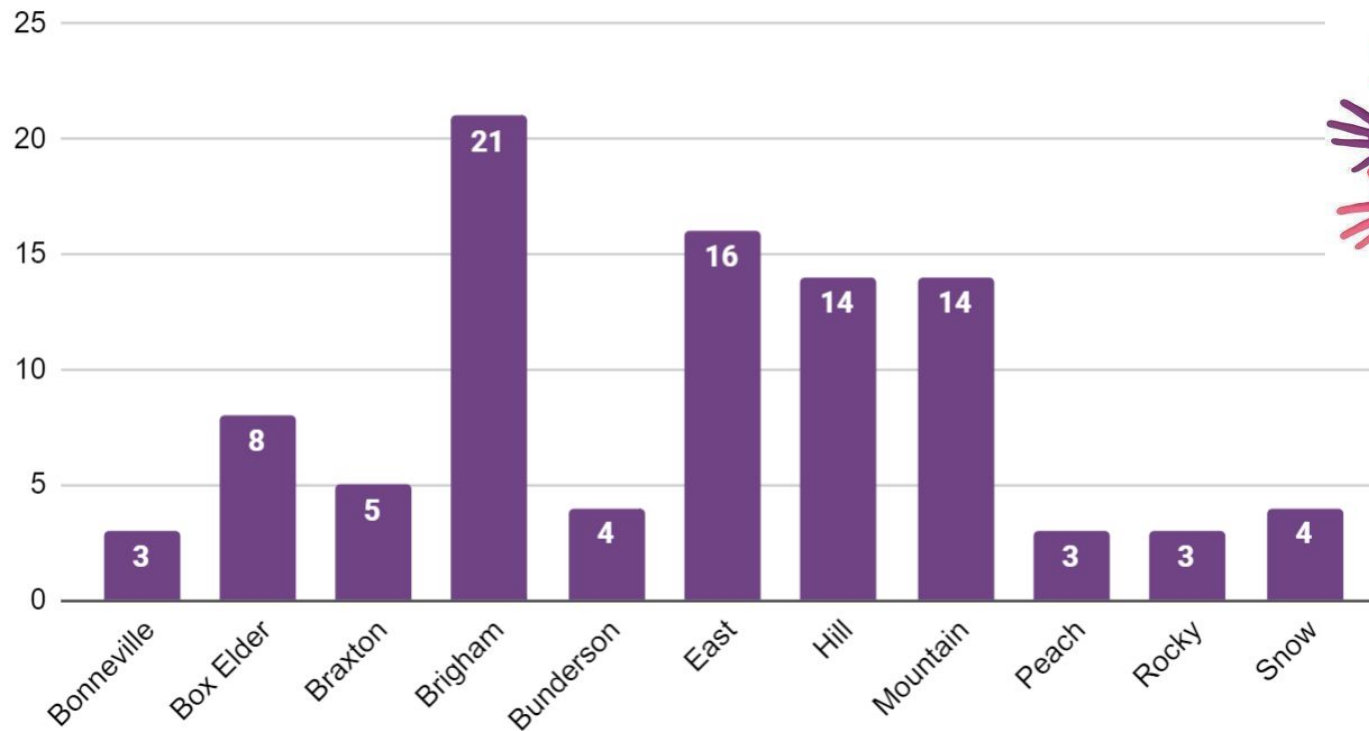
Snow Hill Elementary School, Antimony Elementary - Miners, , B.C ELEMENTARY, B.C ELEMENTARY, Beecher Elementary, Beehive Elementary , Bonneville Bench Elementary , Bonneville Elementary, Bonneville Shore Elementary, Box Elder Creek Elementary, Box Elder Elementary, Box Elder Peak Elementary , Box Elder Riverdaws , Box Elder Superheros, Box Elder Bears, Braxton Elementary , Bridger Elementary, Brigham Bears, Brigham city Badgers, Brigham City Bobcats, Brigham City Elementary, Brigham City Super School, Brigham East Elementary, Brigham Fort Elementary, Brigham Valley Elementary, Brigham Young Elementary, Brigham Academy, Bright Beginnings, Bright Future Academy, Brother B Elementary , Bunderson , Bunderson Bulldogs - Highland Hawks/Hornets/Hammerheads - Brigham City Bears/Bandits/Blue Jays, Canyon Creek, Canyon Elementary , Central elementary , Concord Elementary , Curiosity Elementary, Eagle mountain elementary , East Brigham Elementary, East Brigham Super School, East Elementary Bears, East Side Elementary , East Side Riverdaws , East Slope Elementary , Eastern Eagles, Eastridge Elementary, Eastside Superheros, Emerald Hill Elementary, Excite Elementary, Flat Bottom Canyon Elementary , Foothill Elementary, Foothills Elementary, Fort Creek Elementary, Fremont Elementary, Golden Spike Elementary, Golden Spike Elementary , Hill View Elementary, Hillside elementary , Hillview, Hillview, Hillview, HillView Elementary School, Hope, Horizon, Hyland Elementary, Journey Elementary , Liberty , Little B(ee) elementary , Loveland Elementary (First BC mayor), Mountain Hills Elementary , Mountain Mustangs, Mountain View 2.0, Mountain View Mallards, Mountain View Mallards, Mountainside , Mountainside Elementary, MountHill Elementary School, New Central Elementary , Oak Hills Elementary, Orchard Elementary , Orchard Valley Elementary, Peach City Elementary School, Peach Tree Elementary , Peach Valley Elementary, Piedmont Elementary , Rise elementary, Rocky Elementary , Rocky Mountain Elementary, Rocky Rockets (Rocky Elementary), Ron Cefalo Elementary School - Miners , Rutherford Elementary, Shadow Mountain Elementary , Shadowcreek, Smart kids elementary, Snow Elementary, Snow Elementary , Snow Elementary , Starlight Elementary, Sunny Peak Elementary , Sunrise Elementary , Sunrise Elementary , Sycamore Elementary (because of all the old sycamore trees in BC), The Hive Elementary, Peak Canyon, Thiokol Elementary - Rockets, Thiokol Rocketeers , Three bears Elementary, Unison Elementary, United Elementary, Voyage Elementary , Wasatch Crest, Wasatch Elementary, William Davis Elementary, Young elementary,

September 10-25 141 Votes

Next we met with parent representatives to find common themes and narrow the list.



Community Recommendations



The committee of stakeholders provided this list from over 150 recommendations:

Brigham Elementary

Bunderson Elementary

Canyon Creek Elementary

East Brigham Elementary

Eastside Elementary

Hillview Elementary

Mountain Hills Elementary

Mountainside Elementary

Oak Hills Elementary

Orchard Elementary

Peach Valley Elementary

Snow Elementary

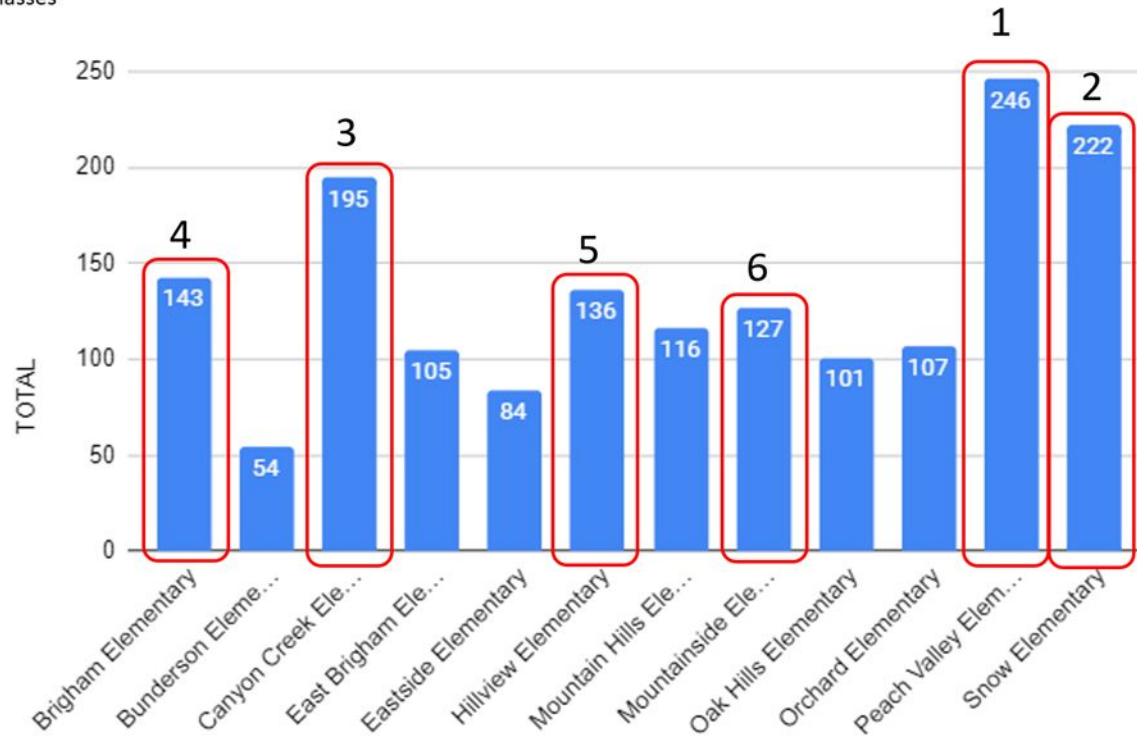
October 6

Round 2: Classes & Community

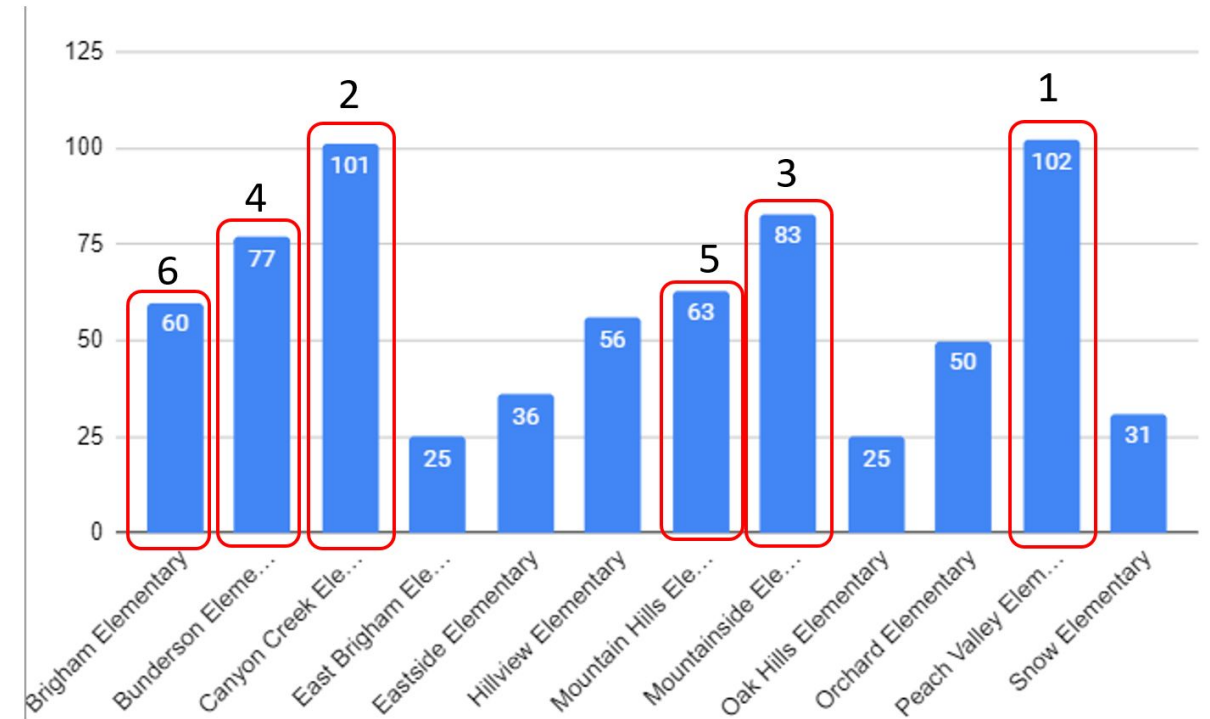
October 7-20

2345 Votes

Classes



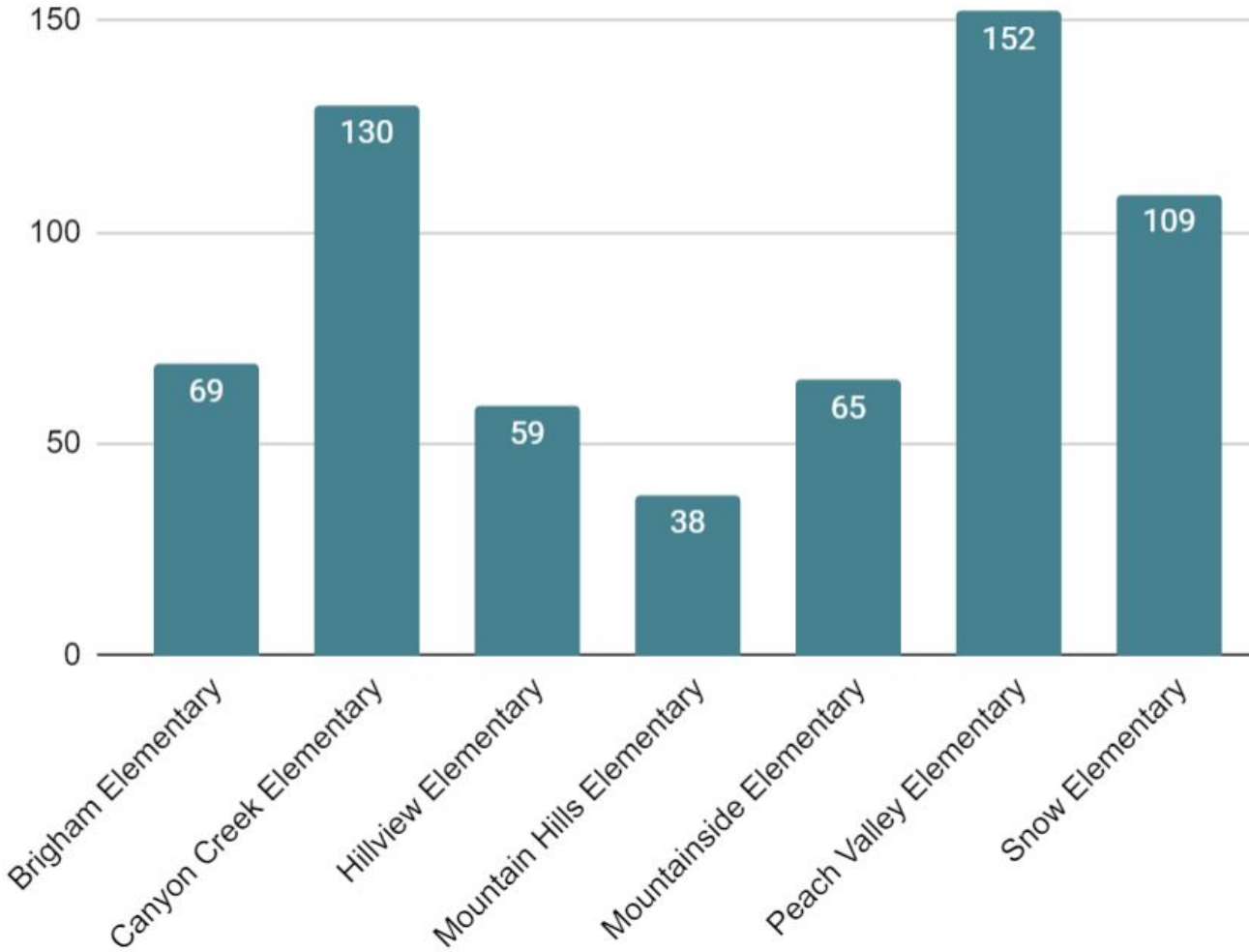
Community



Round 3:

October 21-
November 4

659 Votes



**Peach Valley
Elementary**

**Canyon Creek
Elementary**

**Snow
Elementary**

AN APPRAISAL REPORT

On
6.80 Acres of Vacant Land
Located at Approximately 100 West 1400 South
Garland, Utah

Date of the Report
November 5, 2020

Date of Valuation
October 28, 2020

Prepared by
Dustin T. Singleton
PO Box 561
Providence, UT 84332

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

SINGLETON APPRAISAL SERVICES

REAL ESTATE APPRAISING & CONSULTING
PO BOX 561, Providence, UT 84332

November 5, 2020

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

Dear Mr. Thompson

At your request, I have prepared the attached appraisal report that includes a proposed 6.80-acre vacant site. The land is located at approximately 100 West 1400 South, Garland, Utah.

The property will require subdividing two adjoining parcels to create the 6.80-acres that is being appraised. The proposed site is currently part of parcels #06-061-0120 and #06-061-0022. ***The appraisal is made with a hypothetical condition that the land has been subdivided to create the 6.80-acre parcel that is being appraised.***

I personally inspected the property on October 29, 2020 and have gathered the market data and completed the analysis necessary to estimate the market value of the fee simple estate of the subject property.

The appraisal is intended to conform to the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute and with the Uniform Standards of Professional Appraisal Practice. It is written in a narrative reporting format and uses all applicable approaches to value.

Based on my investigation and analysis, it is my opinion that the estimated market value of the fee simple interest, as of October 29, 2020, is:

FOUR HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS
(\$475,000.00)

Assignment Conditions: Assignment conditions including extraordinary assumptions and hypothetical conditions are outlined in page 4-5 of the report.

The following report contains, in part, the data and analysis on which the value estimate is based. Your attention is called to the section found in the addendum entitled "limiting conditions" as it sets forth the general conditions and assumptions upon which the value estimate is made.

Respectfully submitted,



Dustin T. Singleton

CERTIFICATION

I do hereby certify that upon request for valuation by:

Mr. Corey Thompson for and behalf of Box Elder School District

I have made an investigation and analysis of the following property:

**Proposed 6.80-acre site located at
100 West 1400 South, Garland, Utah**

I certify that to the best of my knowledge and belief:

1. The statement of facts contained in this report are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analysis, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this appraisal report. I have no personal interest or bias with respect to the subject matter of the appraisal or parties involved.
4. I have not provided any services regarding the subject property within the last three years preceding acceptance of this assignment as an appraiser or in any other capacity. I did assist in appraising the land the proposed townhomes will be located on.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
6. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. I have made a personal inspection of the property that is the subject of the appraisal.
9. No one provided professional assistance to the persons signing this report except as noted.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of the date of this report, Dustin T. Singleton has completed the Standards and Ethics Education Requirement of the Appraisal Institute Associate Members.
12. My state (Utah) appraisal certification has not been revoked, suspended, canceled, or restricted.

Dated: November 5, 2020



Dustin T. Singleton

Utah State-Certified General Appraiser
#5450730-CG00 expires 11-30-21

SUMMARY OF SALIENT & IMPORTANT CONCLUSIONS

Identification	6.80 Acres of Vacant Land
Location	100 West 1400 South, Garland, Utah
Owner of Record	Garland Farms, LLC
Jurisdiction	Garland City
Assessor Parcel Number	Part of 06-061-0022 & 06-0061-0120 (land will be subdivided from these two properties and a new assessor number might be assigned)
Purpose of the Appraisal	Estimate Market Value
Property Rights Appraised	Fee Simple Estate

SITE DESCRIPTION

Shape	Irregular (see aerial map)
Frontage	Frontage on 1400 South & Access from 1300 South
Total Size	6.80-Acres
Utilities	All city utilities available
Zoning	Commercial by Garland City
Entitlements	None

FINAL VALUE CONCLUSION

Market Value Fee Simple \$475,000

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ADDENDUM

1. Limiting Conditions & Assumptions
2. Qualifications of Appraiser

Subject Pictures



Front View Looking Northwest from 1400 S



Front View looking Northeast from 1400 S



Street view on 1300 West towards subject



View South from northeast end of site



View West



View South from middle of site

Subject Pictures



View Southeast across site



View South from Northwest corner of site



Street View East on 1400 South



Street View West on 1400 South

INTRODUCTION

IDENTIFICATION OF THE PROPERTY

The property being appraised will include 6.80-acres of vacant land. The property will be created by subdividing two adjoining land parcels as shown on the aerial and plat maps provided in this report. The appraisal requires a hypothetical condition that the land has been subdivided to create the 6.80-acre parcel described in the report.

The property will be located at approximately 100 West 1400 South, Garland, Utah.

ASSESSOR PARCEL NUMBERS

The subject will be subdivided from two existing parcels and will be given a new assessor parcel number. The parcels it will be subdivided from include 06-061-0022 and 06-061-0120.

LEGAL DESCRIPTION

The owner has not yet subdivided the property and no legal description has been provided. Site dimensions have been provided and will be described in the Site Description.

PURPOSE, INTENDED USE, & INTENDED USERS OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the fee simple estate in the subject property as of the effective date of the appraisal.

The appraisal was requested by Mr. Corey Thompson in behalf of the Box Elder School District. The client is interested in purchasing the proposed site as they would like to increase the parking available for the high school located across the street and will also use some of the land for sports fields if purchased.

The appraisal will be used to establish market value to facilitate a possible sale. Intended users of the appraisal include members of the Box Elder School District.

DATE OF VALUE & PROPERTY INSPECTION

The site was inspected on October 29, 2020 and this will be the effective date of the appraisal. The appraisal report was completed in November 2020.

PROPERTY OWNERSHIP AND RECENT HISTORY

The properties are currently vested in the name of Garland Farms, LLC. The land has been under the same ownership for over 10 years. The land has been under contract for several months and the buyer, John Losee, expects closing will be by November 14, 2020. The total land being purchased includes 4-parcels and over 35-acres. I interviewed the buyer regarding the contract price and reportedly as part of the transaction the seller required the total price not be disclosed.

Box Elder School District is interested in purchasing the southeast 6.80-acres from Mr. Losee after he has purchased the entire property. This will require subdividing some of the land being purchased to create the proposed site. The appraisal is made to assist Box Elder School District in determining a fair sales price for the site.

The school is interested in the purchase to allow more parking and sports fields for the high school located across the street. Mr. Losee plans to develop the remaining acreage with medium and high-density housing. He reported if the school does not purchase the 6.80-acres it will be incorporated into the development.

There is no other known history.

DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- A. buyer and seller are typically motivated;
- B. both parties are well informed or well advised, and acting in what they consider their own best interests;
- C. a reasonable time is allowed for exposure in the open market;
- D. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- E. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated

with the sale.¹

FEE SIMPLE ESTATE DEFINED

Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation.²

EXPOSURE TIME

The Appraisal Standards Board of the Appraisal Foundation has provided the following definition of exposure time: "Estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market."³

The estimated exposure time for the subject property based on current market conditions is 12 months. The marketing time which occurs after the date of the appraisal is also estimated to be 12 months.

There has been little activity for commercial development in Garland in the last several years; however, residential demand has been stronger. The land would have stronger demand if the city would allow a rezone to residential which is likely based on interviews with city officials and allow a shorter marketing period of 6 months. If sold for commercial uses, the estimated exposure time is 12 months.

SCOPE OF THE APPRAISAL ASSIGNMENT

Compliance: It is the intent of this appraisal to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the standards and code of professional ethics of the Appraisal Institute. The appraisal will be written in a narrative reporting format and will

¹ Federal Register, Volume 55, Number 163, August 22, 1990, pages 34228 and 34229; also quoted in the introduction to the Standards of Professional Appraisal Practice of the Appraisal Institute, and taken from page 21 of The Appraisal of Real Estate, Tenth Edition.

² The Dictionary of Real Estate Appraisal, American Institute of Real Estate Appraisers, 430 North Michigan Avenue, Chicago, Illinois, page 123.

³ Uniform Standards of Professional Appraisal Practice, 2014-2015 Edition, Page U-2.

use a sales comparison approach to value the land.

Extent of Property Inspection: I have made a visual inspection of the land being appraised including walking the entire property and exterior photos have been included in the report.

Investigation and Data Collection: I have interviewed officials with Garland City including the city manager/administrator. They have provided information about possible uses of the land, location of utility lines, and potential development issues.

As part of this appraisal, I have made a reasonably thorough search of the local market. In gathering information and ascertaining the important influences on the subject's value, I have interviewed brokers and agents, as well as other developers in Box Elder County. I have reviewed land sale data found in the multiple listing service and sought out helpful information from my own files, from other appraisers, and from Board of Realtor's records.

Understanding that Utah is a non-disclosure state, information used in this report is as reliable and as complete as practical. Data was personally verified with buyers, sellers, brokers or other persons deemed reliable unless otherwise noted.

I have not completed any physical studies of the land and assume that it would be possible to develop the land to its highest and best use. Also, I have not made any effort to determine the existence of hazardous materials on the site. I am not qualified to make these types of studies and it is assumed that the land can be developed.

Competency: Per USPAP requirements, I have appraised several properties like the subject over the last 20 years and am competent to appraise the subject property.

ASSIGNMENT CONDITIONS

Assignment conditions include assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work.

Extraordinary Assumptions: This is defined as "an assumption directly related to a specific assignment, as of the effective date of the assignment results, which if found to be false, could alter the appraiser's opinions or conclusions." 4

4 The Appraisal Foundation, USPAP, 2014-2015 ed., U-3.

- 1) No extra ordinary assumptions are used.

Hypothetical Conditions: A hypothetical condition is defined as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purposes of analysis."⁵

- 1) The appraisal is made with the hypothetical condition that the land has been subdivided to create the 6.80-acre lot that is being appraised. The property is currently part of two larger parcels of land (06-061-0022 & 06-061-0120) and will require subdividing.

ASSESSED MARKET VALUE & REAL PROPERTY TAXES

The assessed value and property taxes for 2019 are shown in the table.

Tax I.D. #	Land Value	Improvements	Total	2019 Taxes
06-061-0022	\$281,280	-0-	\$281,280	\$163.47
06-061-0120	\$99,720	-0-	\$99,720	\$57.95

The two properties include 8.31 acres and 23.44 acres and are assessed at \$12,000 and \$12,023 per acre. The assessments are very low considering the prices that both residential and commercial land in Garland and Tremonton has been selling at over the past few years. However, surrounding land is assessed at similar rates per acre.

Both properties are in greenbelt and if purchased and developed rollback taxes would be required.

APPRAISAL PROCESS

The appraisal process involves a thorough inspection of the subject property, and understanding the economic forces affecting land value in the neighborhood, city, and region. It also involves the gathering, analyzing and correlating of data in the local real estate market to

⁵ The Appraisal Foundation, USPAP, 2014-2015 e., U-3.

develop a final value estimate of the raw land.

The best and most applicable method to appraise undeveloped land is by a Sales Comparison Approach. This analysis will search for other vacant land parcels that have recently sold that have similar location, physical characteristics, and use potential as the subject. Adjustments will be made to the selling price of the comparable properties to reconcile for differences with the subject.

After analysis of the comparable sales, their respective value indications are reconciled to permit a well-supported opinion of the market value of the subject property.

CITY & NEIGHBORHOOD DESCRIPTION

Jurisdiction & Proximity

The subject property is located on the south end of Garland, Utah. Garland is a smaller community that lies in the Bear River Valley in northeastern Box Elder County. It has an estimated population of 2,548 in 2018 and is growing at an annual rate of 1.39% since the last census. The city spans over 2-miles and has a population density of 1,448 people per square mile.

Garland shares its south border with Tremonton. The subject's frontage street (1400 South) becomes 1000 North in Tremonton a few blocks west of the subject. The high school and middle school located on the south side of the street are in Garland but directly south of the two schools is Tremonton limits.

Tremonton is larger than Garland with an estimated population of 8,882 in 2018. Since the beginning of the decade the city has grown from 7,716 people or 1.77% per year. The city had a 3.14% annual growth rate in the previous decade. The city has a total land area of 7.8 square miles.

There is good accessibility to larger communities along the Wasatch Front with I-15 bordering the west side of Garland and I-84 located a few miles south. I-84 continues west into Idaho while I-15 provides access to Brigham City, Ogden, and Salt Lake on the south and Idaho to the north.

Garland has some commercial/retail uses near the subject on Main Street and 1400 South. There is also a smaller downtown area with a few remaining businesses on Main and Factory Street approximately 1.5 miles north. However, most commercial uses including heavy manufacturing near I-15 are outside city limits and inside Tremonton.

City boundaries on the west go as far as Canal Bank Road one-mile northwest of the subject and just a few blocks west on 1400 South. The cities north boundary is around 700 North and the east boundary is 700 East.

Neighborhood Boundaries & Description

The subject neighborhood generally includes the south end of Garland City and the north end of Tremonton. Boundaries are defined as Interstate 15 on the west and State Road 13 on the

east. North-south the neighborhood extends south to Main Street (State Road 102) in Tremonton and north to Factory Street in Garland.

Residential development in Garland is located a few blocks north of the subject between 1025 South and 200 North and from Main Street to 300 West. These neighborhoods are primarily lower priced with a mixture of house age. Older homes are primarily found in the downtown part of the city near Main and Factory. An elementary school is also located in this area.

There is also residential development in Garland between Main Street and 600 East and from 1100 South to 1400 South. This is also primarily lower priced housing.

The subject's block between 1400 South and 1050 South and from Main Street to the edge of city limits at 400 West is primarily undeveloped other than along Main Street. Development includes two medical office buildings, a car wash, sandwich shop, community resource center, credit union, funeral home, and fast-food restaurant.

Both the high school and middle school are located on the south side of 1400 South fronting the east and west side of Main Street. Land south of the schools inside Tremonton City is residential with older homes on the west side of Main and newer development on the east. Commercial uses in Tremonton began near Main Street approximately 10 blocks south of the subject.

Uses just outside city limits on 1400 South a few blocks west of the subject include self-storage units, a large manufacturing facility, and auto body shop. The land between 800 West and 1000 West less than one-mile west is being developed with a large mixed-use residential subdivision that will have approximately 250 residential units. Bear River Hospital is also located on the corner of 10th West and 10th North in Tremonton one mile west of the subject.

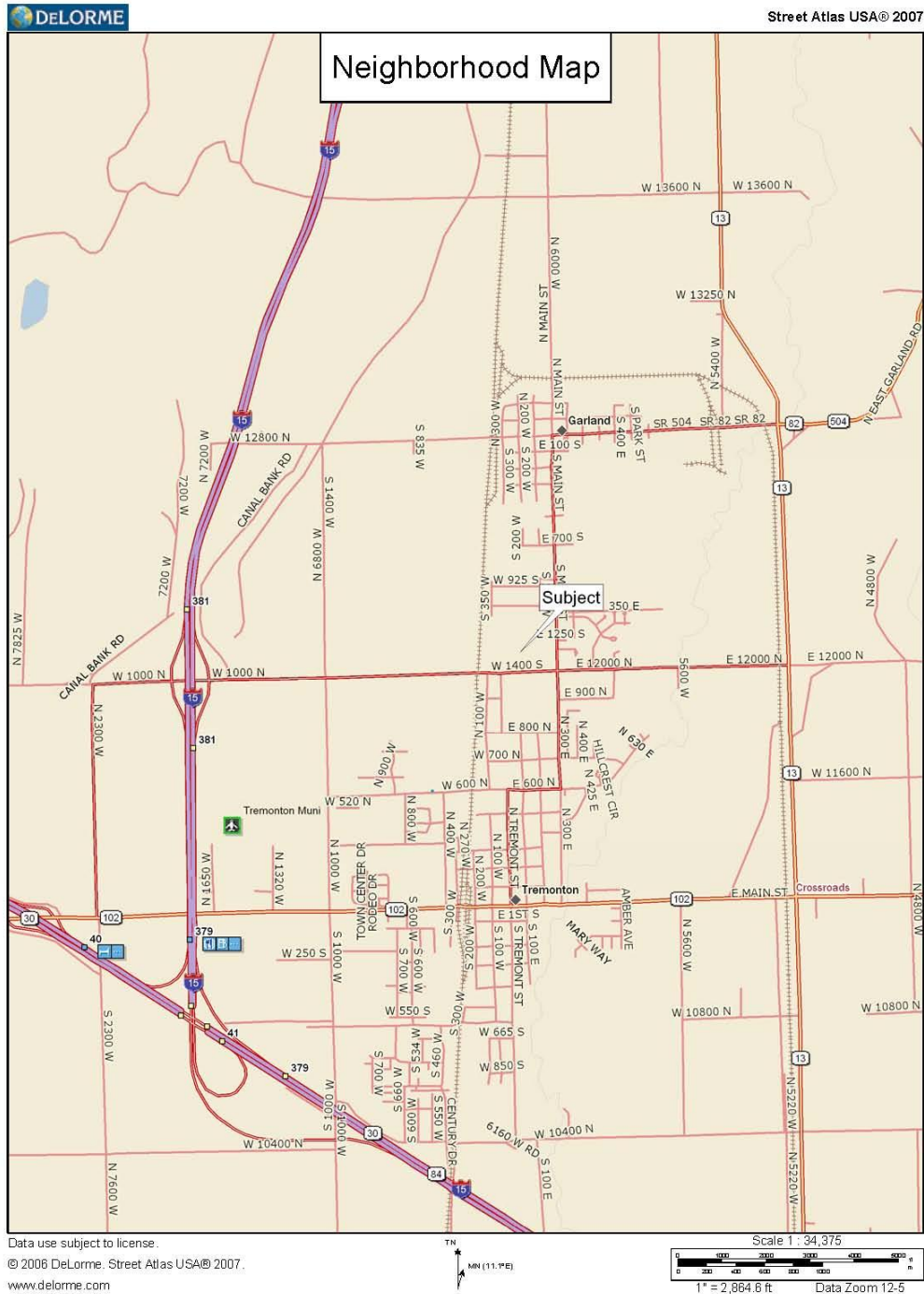
The subject's block that is still primarily vacant is also the only area on the south end of the city zoned commercial. A local developer is planning on rezoning land directly west and north of the subject to allow mixed uses of medium and high density housing. The city reports they will likely allow the rezone.

Conclusion

Garland is in the process of building a new sewer treatment plant which should better allow growth in the city. As prices for housing in neighboring communities closer to the Wasatch Front have become less affordable it has created more demand in the Garland-

Tremonton neighborhoods. The location of the subject is ideal for commercial or residential growth and it is likely the area will see a mixture of residential and some commercial over the next several years.

1400 South has a daily traffic count of 2,600 and Main Street 4,400.



SITE DESCRIPTION

LOCATION

The subject is located on the north side of 1400 South. There is also an access to the property from 1300 South which dead-ends into the northeast side of the property.

The address used in the appraisal is 100 West 1400 South, Garland, Utah.

SIZE & SHAPE

The proposed division of the existing larger parcels will allow a total size for the subject estimated at 6.80-acres or approximately 296,208 square feet. The site will have an irregular shape as it will border properties fronting 1400 South and Main Street on its south and east sides.

The aerial map provided by the client indicates frontage on 1400 South of 331.1 feet. Depth on the west side will be 606.9 feet.

No legal description has been provided and the appraisal assumes the 6.80-acre estimated size after the land is subdivided is accurate.

The following pages include a plat map and aerial map outlying the proposed property being appraised.

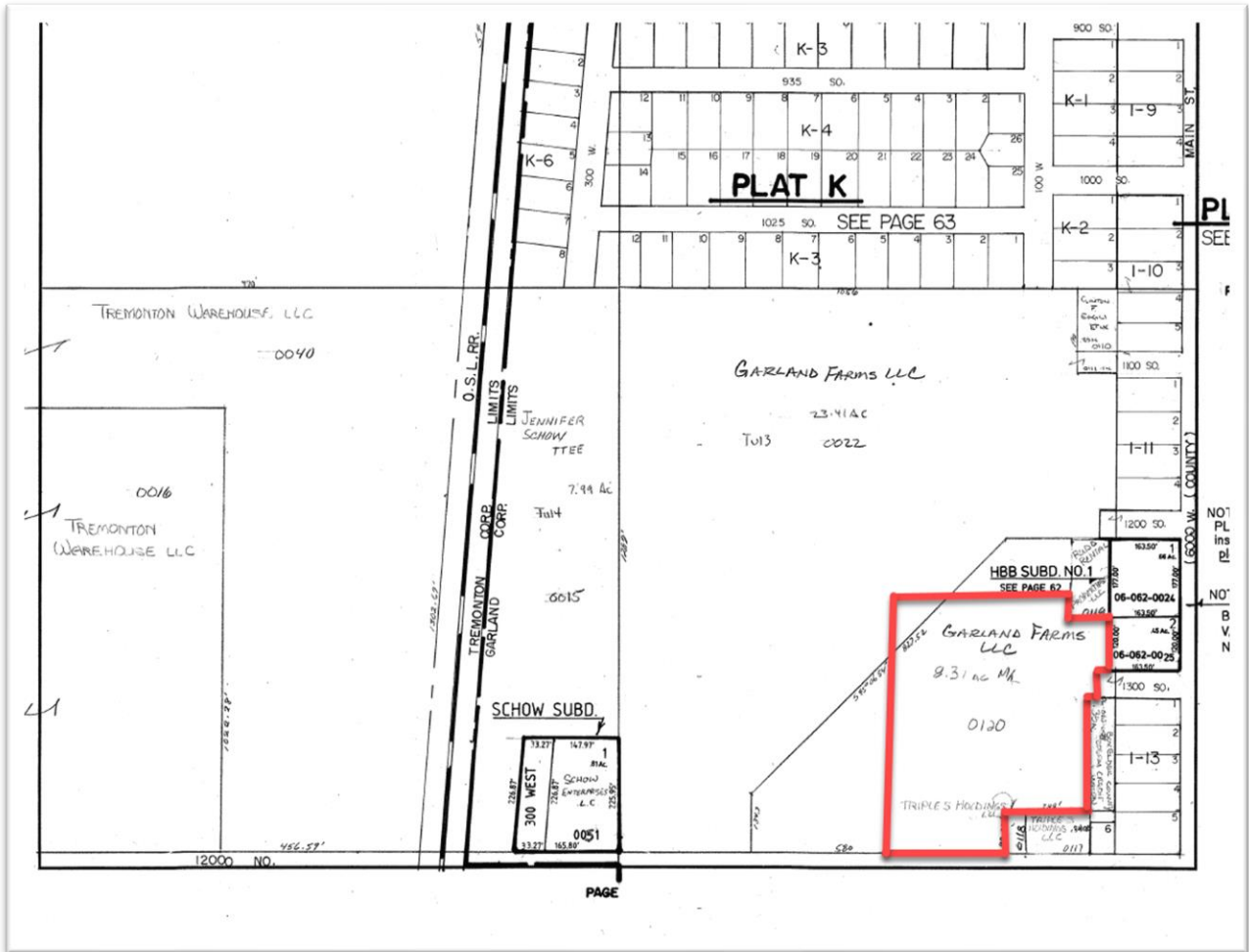
STREET ACCESS

The subject property will have 331.1 feet of frontage on 1400 South. This is a two-lane street with side and center turn lanes at the lighted intersection of 1400 South and Main Street. It has sidewalk, curb, and gutter in front of developed properties.

The site can also be accessed from 1300 South. This was developed to provide an access from Main Street and the street dead-ends into the subject. It provides a rear access to a car wash located on the north side of 13th South and a credit union on the south side.

If the subject were developed, sidewalk, curb, and gutter would be required along 1400 South.

PLAT MAP



AERIAL MAP



TOPOGRAPHY, DRAINAGE & SOILS

The site is level with only minimal sloping away from the street. Drainage appears adequate. The land is used for agriculture, primarily alfalfa. It does not appear to have a high-water table; however, without a soils study it is difficult to determine if the land could support full depth basements if homes were built.

I was not provided a soils study and assume there is no hazardous waste or other issues that would affect development. Based on other nearby properties it appears the land has adequate load-bearing capacity.

FLOOD ZONE

The site is not within a designated flood zone. The FEMA flood map number is 49003C1360D, and is dated September 29, 2010.

UTILITIES

Garland City officials report there is culinary water and sewer located in front of the subject in 1400 South. They do not believe there will be any issues gravity flowing sewer from the site.

Culinary water and sewer are provided by Garland. Electricity is from Rocky Mountain Power and natural gas from Dominion Energy. Phone is from Qwest. Utility quality is adequate, and prices are competitive.

WATER SHARES

There are no water shares being included in the appraisal. It was reported that none would be sold with the property. Garland officials reported they have adequate water and do not require developers to turn over shares or purchase shares from the city to develop.

EASEMENTS & RIGHTS-OF-WAY

There were no adverse easements or rights-of-way indicated on the plat map or legal description.

RESTRICTIONS

There are no restrictions except those required by the zoning ordinance.

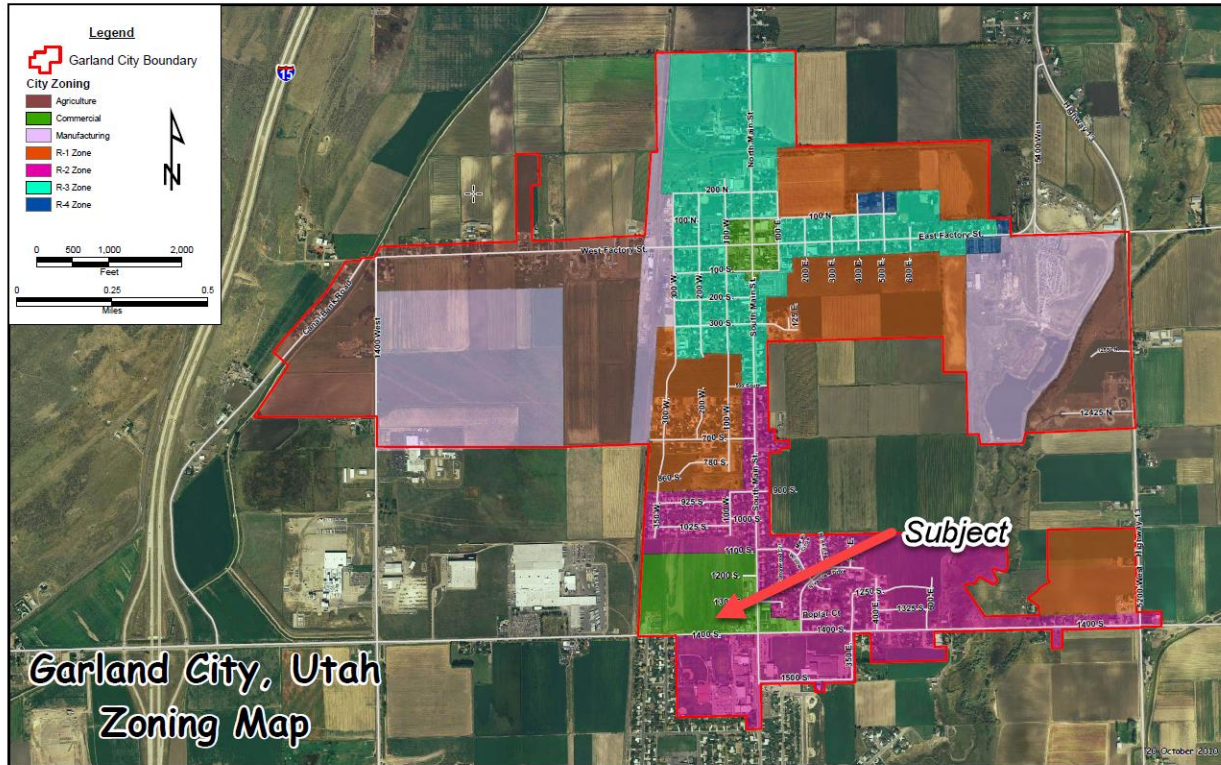
ZONING

The subject is zoned Commercial by Garland City. This zoning is found in the subject's block and in the center of town on Main and Factory streets.

The purpose of this zone according to the city is to "provide suitable areas for the location of nearly all commercial goods and services needed to serve the people and commerce of the city."

The city encourages retail uses in this zone, but it permits a wide variety of commercial uses.

ZONING MAP



ADJACENT LAND USES

East: Commercial uses including credit union and car wash
North: Agriculture
West: Agriculture
South: Commercial

HAZARDS OR NUISANCES

There are no apparent hazards on the site or on adjoining sites.

ENVIRONMENTAL AUDIT

An environmental audit of the subject site has not been made available nor am I qualified to make such a determination. The subject's value estimate is made without regard to the existence of any hazardous or toxic materials in or around the subject property.

HIGHEST & BEST USE ANALYSIS

INTRODUCTION

It is the use of real estate which creates its value, and the highest and best use section of the appraisal analyzes and determines the most profitable use for the real estate being appraised.

DEFINITION OF HIGHEST & BEST USE

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."⁶

In estimating Highest and Best Use, there are essentially four stages of analysis.

1. Permissible Use (legal) - what uses are permitted by zoning and deed restrictions on the site.
2. Possible Use - to what legal uses is it physically possible to put the site in question.
3. Feasible Use - which possible and permissible uses will produce any net return to the owner of the site.
4. Highest and Best Use - among the feasible uses, which use will produce the highest net return or the highest present worth.

HIGHEST & BEST USE AS IF VACANT

Legally Permissible: The subject is zoned Commercial by Garland City. The commercial zone is primarily intended for retail uses but will allow several other uses as indicated by the city. The city's commercial zone is only in the subject's block which has built up with a car wash, medical offices, and some restaurants over the last 10-20 years along with a small area in the historic part of the city which has several older commercial buildings.

The city reported they are open to rezoning the land for residential uses as they have been approached by a developer who would like to rezone the land west and north of the subject to allow a mix use of high and low density residential.

⁶ The Appraisal of Real Estate, Appraisal Institute, Tenth Edition, 875 North Michigan Avenue, Chicago, Illinois, page 275.

Physically Possible: The proposed realignment of the existing parcels will create the subject's 6.80-acre site. The site will have a slightly irregular shape where it borders properties along the east side. There will be 331.1' of frontage on 1400 South and a 2nd access from 1300 South which dead-ends into the site.

The site is large enough to support most legal uses and has good accessibility. The land is level and there are few limitations.

Commercial uses typically have a 15% to 30% land coverage ratio indicating main level building areas of 44,000 SF up to 89,000 SF.

Financially Feasible: It would be financially feasible to sell the site either undeveloped or develop the land to its maximum potential. The location has not had significant commercial development and it is doubtful a single user would have use of the entire 6.80-acre site. However, the frontage could be subdivided creating smaller pad sites and the north portion of the site could support a larger user with access from 1300 South.

Office and retail uses are considered financially feasible or if the property could be rezoned to allow residential uses, there would be strong demand for housing which would be considered financially feasible.

Highest & Best Use: The property after the division will have a somewhat irregular shape but can be accessed from two different streets. There will be 331.1' of frontage and a depth of 606.9'.

The frontage on 1400 South could support a few smaller pad sites to allow a restaurant or small office use. The location is across the street from a high school and middle school. 1400 South is a busier street and there is a freeway access from the street a few miles west. Just a few blocks west of the subject is Tremonton City and there are several commercial uses including some manufacturing and storage units just a few blocks away. The hospital is also located on the subject's street 9 blocks west.

While the frontage could be developed with pad sites to support commercial use, the north portion of the site has less visibility but there is a 2nd access from 1300 South. A commercial use that does not require road exposure such as an office or storage units could be developed on the back side of the land.

The other consideration is a rezone to residential. A developer is in the process of rezoning land bordering the west and north side of the subject for residential with a mix of high- and low-density housing. City officials reported they are open to rezoning to residential. While

commercial could be feasible, based on slower demand it may take several years to find users for the entire 6.80-acre site. However, residential development would have strong demand and faster absorption, especially a higher density development of townhomes or apartments.

There is a 246-unit mixed use development that was started this year on 10th West about 9 blocks west of the subject that has thus demand has been strong.

If the city will rezone the land, the highest and best use for the acreage not fronting 1400 South would be high density residential. The highest and best use of the frontage is commercial development.

LAND VALUATION

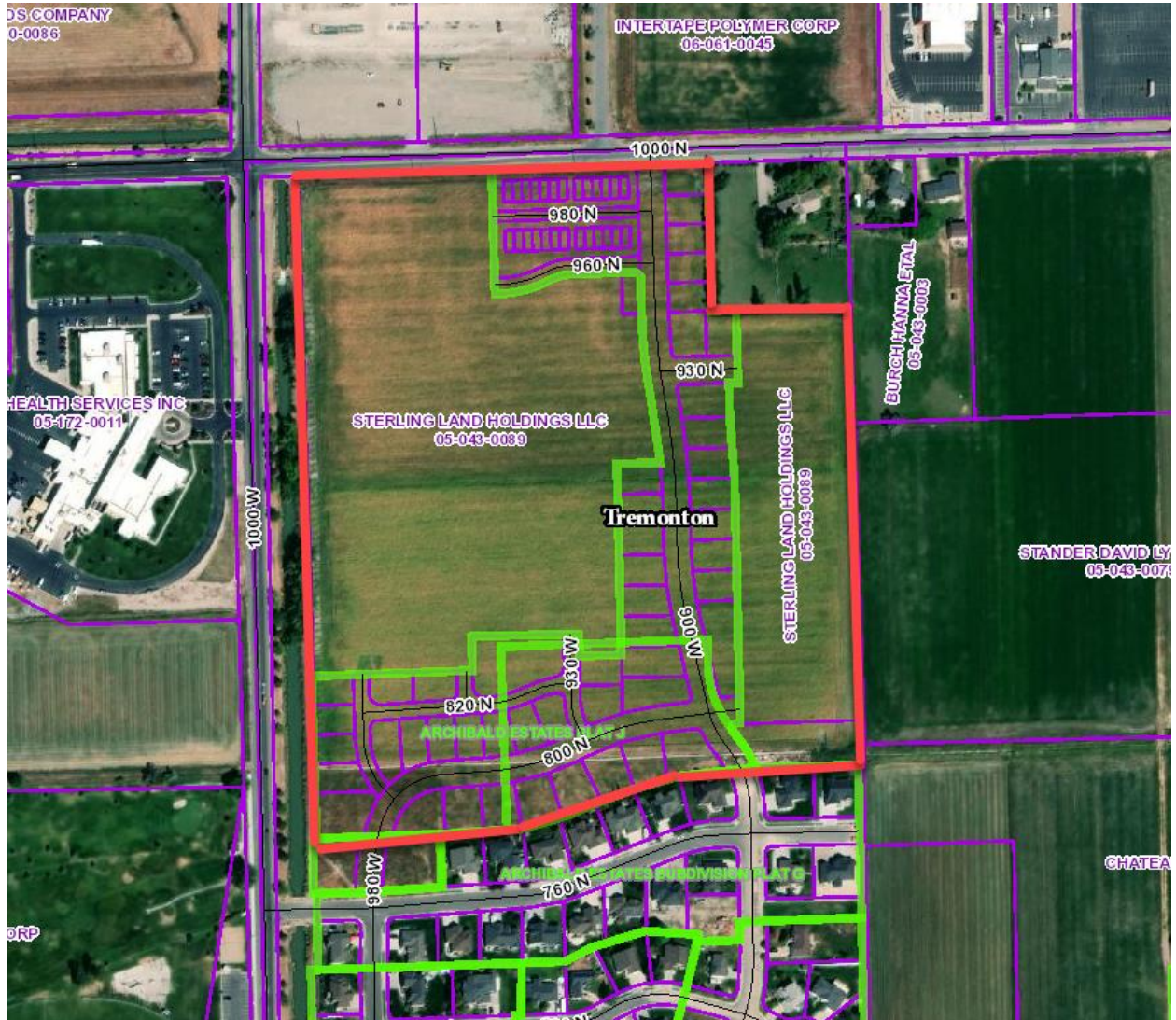
The valuation of the subject land is made on the basis of its highest and best use as previously concluded. The most reliable approach toward a separate valuation of the land is a comparison with similar parcels that have recently sold in the open market. A market data search and investigation has been made concerning recent land sales having development potential similar to the subject.

The results of this search are outlined on the following pages.

LAND COMPARABLE SALE #1

Seller	Randy Archibald, TTEE et al
Buyer	Sterling Land Holdings, LLC
Confirmation	Review of REPC/Cache Valley Bank
Location	1000 North 1000 West, Tremonton, UT
Assessor Parcel Number	05-043-0056, 0068, 0070, 0071, 0085
Zoning	MU (Mixed Use)/Edgewood Overlay zone with maximum density of 7 units per acre. 6,000 to 8,000 SF detached lot minimum size
Size	36.367 Acres; rectangular shape
Accessibility	Frontage on 1000 West & 1000 South
Utilities	All available
Water Shares	Partial shares purchased. Buyer had to purchase an additional 31 shares at a price of \$5,000 per share
Intended Use	Mixed-Use Townhouse, Single-Family, and Adult Community Development
Date of Sale	January 21, 2020
Price/Terms	\$2,182,020 / Cash to Seller
Price/Acre	\$60,000
Price/SF	\$1.38
Price/Unit	\$8,870 (246 units)
Comments	Property will be developed with a mixture of townhouse and detached housing including an adult community. Amenities to include pickleball court, playground, picnic area and barbeque grill. Land was rezoned from lower density prior to purchase.

Comp 1



LAND COMPARABLE SALE #2

Seller	CLRE TCA, LLC
Buyer	Tremonton QOZ Apartments, LLC
Confirmation	John Losee - Seller
Location	300 North 400 West, Tremonton, UT
Assessor Parcel Number	05-168-0102
Zoning	TC-MU (Tremont Center – Mixed Use)
Size	14.67 Acres; rectangular shape
Accessibility	400 West
Utilities	All available in 400 West
Water Shares	5-shares included in purchase
Intended Use	Apartments
Date of Sale	July 25, 2019
Price/Terms	\$1,662,100 / Cash to Seller
Price/Acre	\$113,300
Price/SF	\$2.60
Price/Unit	\$5,327 (estimated 312 units)
Comments	Property will be developed with a larger class A apartment project to be known as Matheson Apartments. There are 312 proposed units. This will be the largest apartment development in the city and also likely have the highest rents.

Comp 2



LAND COMPARABLE SALE #2

Seller	CLRE TCA, LLC
Buyer	Tremonton QOZ Apartments, LLC
Confirmation	John Losee - Seller
Location	300 North 400 West, Tremonton, UT
Assessor Parcel Number	05-168-0102
Zoning	TC-MU (Tremont Center – Mixed Use)
Size	14.67 Acres; rectangular shape
Accessibility	400 West
Utilities	All available in 400 West
Water Shares	5-shares included in purchase
Intended Use	Apartments
Date of Sale	July 25, 2019
Price/Terms	\$1,662,100 / Cash to Seller
Price/Acre	\$113,300
Price/SF	\$2.60
Price/Unit	\$5,327 (estimated 312 units)
Comments	Property will be developed with a larger class A apartment project to be known as Matheson Apartments. There are 312 proposed units. This will be the largest development in the city and also likely have the highest rents.

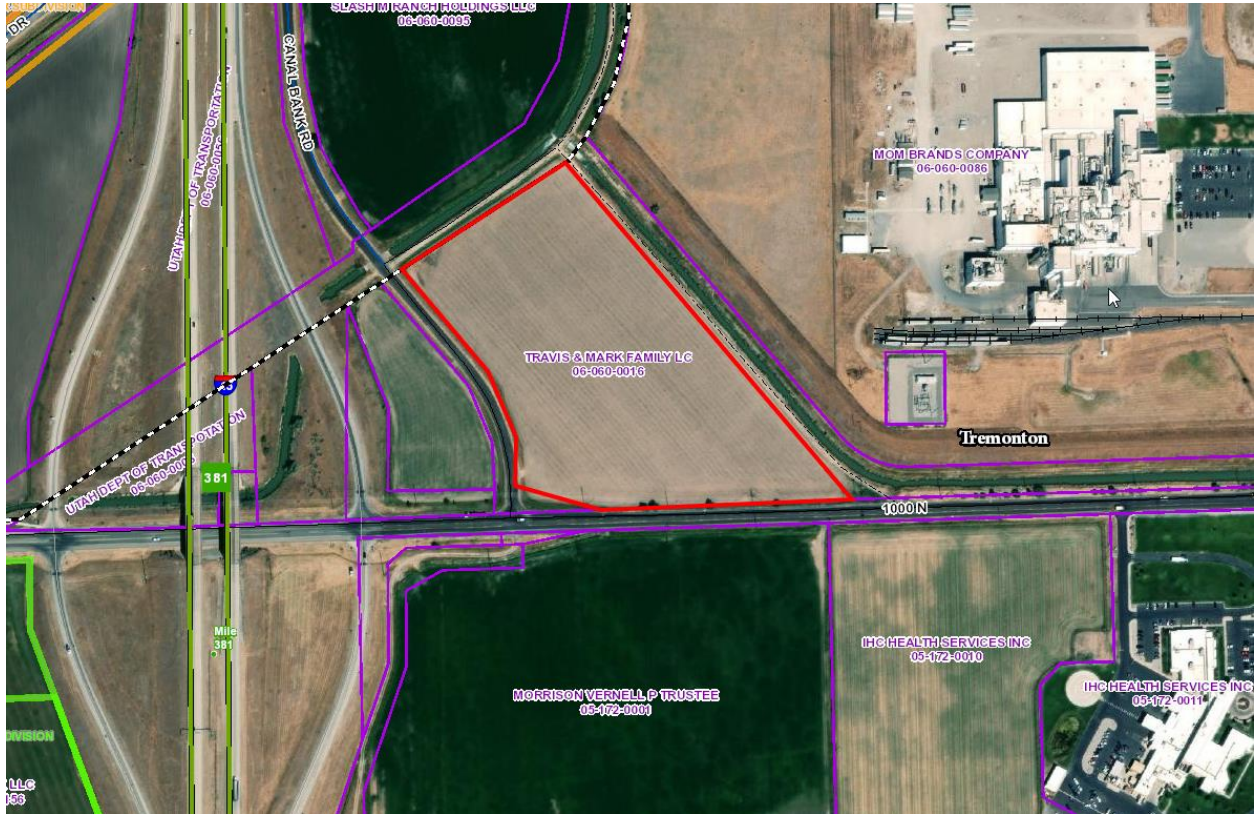
LAND COMPARABLE SALE #3

Seller	Cisco, Properties, LLC
Buyer	Medlock, LLC
Confirmation	Ryan Olsen – Broker, MLS#1640528
Location	880 & 964 North 2000 West, Tremonton, Utah
Assessor Parcel Number	05-054-0130 & 05-054-0130
Zoning	MD-8 (manufacturing – distribution / business park district)
Size	11.45 acres / approximately 938’ of frontage, mostly rectangular shape
Accessibility	2000 West
Culinary Water	Available in 2000 West
Utilities	All utilities are available in 2000 West
Water Shares	None
Intended Use	Light Manufacturing
Date of Sale	March 6, 2020
Price/Terms	\$870,000 / Cash to seller
Price/Acre	\$75,983
Price/SF	\$1.74
Comments	Sale included two adjoining lots (8.00 acres & 3.45 acres) that were listed together for \$949,000 at north end of Stocks Subdivision. This location borders I-15 on the south bound entrance to the freeway and 1000 North. All utilities were located in street. No water shares were sold with land. Location has several larger light manufacturing facilities.

LAND COMPARABLE SALE #3

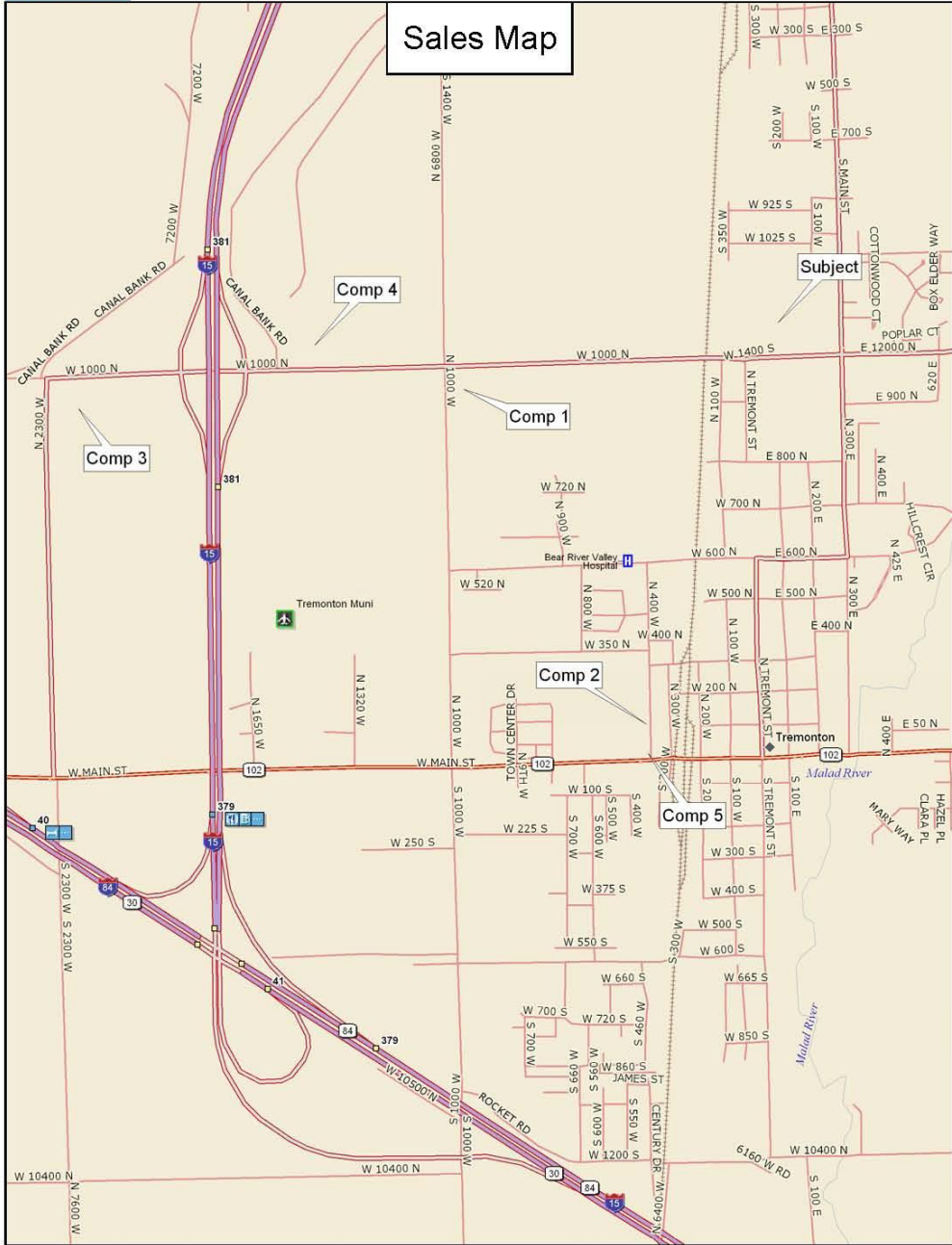
Seller	Warren & Marilyn Hickman
Buyer	Travis & Mark Family, LC
Confirmation	Maggie Plum – Broker, MLS#1430535
Location	1500 West 1000 North, Tremonton, Utah
Assessor Parcel Number	06-060-0016
Zoning	MD (manufacturing – distribution district)
Size	13.78 acres / 710’ frontage with slightly irregular shape
Accessibility	1000 North
Culinary Water	Available in 1000 North
Utilities	All utilities are available in 1000 North
Water Shares	None
Intended Use	Light Manufacturing
Date of Sale	July 19, 2017
Price/Terms	\$689,000 / Cash to seller
Price/Acre	\$50,000
Price/SF	\$1.15
Comments	Irregular shaped parcel located off exit 381 near I-15. Frontage on 1000 North. Property is located in manufacturing area between Liberty Foods and Malt-O-Meal.

Comp 4

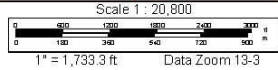


LAND COMPARABLE SALE #5

Seller	Tremont Center, LLC
Buyer	Ensign Development Group LLC
Confirmation	John Losee - Broker
Location	440 West Main Street, Tremonton, UT
Assessor Parcel Number	05-168-0080
Size/physical	2.80 acres/ 390 feet of street frontage, rectangular shape.
Zoning	TC-MU (Tremont Center – Mixed Use) by Tremonton City
Utilities	All public utilities stubbed
Date of Sale	January 15, 2015
Price/terms	\$420,000 / Cash to Seller
Price/SF	\$3.44
Price/Acre	\$150,000
Comments	This was a developed 2.80-acre lot used to build a new Shopko in 2015. Land does not front Main Street but has shared parking access with Autozone and Dollar Tree which have Main Street frontage. Utilities were stubbed into site.



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SUMMARY OF COMPARABLE LAND SALES				
Comp/Location	Zoning	Size (acres)	Sales Date	Price/Acre
1/1000 N. 1000 W., Tremonton	MU	36.367	01/20	\$60,000
2/300 N. 400 W. Tremonton	TC-MU	14.67	07/19	\$113,300
3/880 N. 2000 W., Tremonton	MD-8	11.45	03/20	\$75,983
4/1500 W. 1000 N., Tremonton	MC	13.78	07/17	\$50,000
5/440 W. Main Street, Tremonton	TC-MU	2.80	01/15	\$150,000
Subj: 100. W 1400 S., Garland	C	6.80	NA	NA

ANALYSIS

Ordinarily there are seven common areas of comparison in analyzing the sales prices of comparable properties; they are:

1. Real property rights conveyed
2. Financing terms
3. Conditions of sale
4. Changing market conditions (date of sale)
5. Location differences
6. Differences in physical characteristics
7. Differences in use potential

Property Rights Conveyed: Each of the properties was sold with the fee simple interest and no property rights adjustment is needed.

Financing Terms: All the sales were cash or cash equivalent, and no adjustments are required.

Conditions of Sale: No adjustments are required as there were no unusual conditions

of sale.

Market Conditions: The market for commercial and residential land has been stronger over the last 3-4 years with prices slowly moving upwards.

Comps 3 and 4 are located a few blocks from each other and have similar sizes yet comp 3 sold for 50% higher. This was partially because it included two lots and had more frontage, but market conditions also factored into the higher price.

The subject's location is zoned commercial but there has been minimal new development of commercial uses in the area. Residential land has had stronger demand in the area.

The appraisal will make smaller 2% per year adjustments to the sales. Those that closed in the last 12 months are not adjusted.

Location: The subject is located on the Tremonton-Garland border. Comps 1 and 4 are located on the same street approximately 1-2 miles west. Comp 3 is located just a block south but 2.5 miles west. These 3 sales have similar locations considered equal with the subject on the Tremonton-Garland border. No adjustments will be made.

Comps 2 and 5 are located in downtown Tremonton in the center of newer commercial development on or near Main Street. Traffic counts along Main are approximately 7,100 cars per day compared to the subject's frontage at 2,600 per day. While neither sale fronts Main, they are located just north, and land values are much higher. Larger downwards adjustments will be made.

Physical Characteristics: These variables that can influence value include corner influence, parcel size, available utilities, road access, and topography.

An explanation of the adjustment is provided below.

Corner/Frontage: Properties with significant frontage or corner locations often sell for more than interior parcels or those that have narrow frontage and more depth. Paired sales indicate in some cases corner locations have 15% to 25% premiums.

The subject will have 331.1' of frontage and a depth of 606.6' of depth. While not on a corner, there is a 2nd access into the northeast end of the property from a developed road. This

off-sets the corner influence.

Comp 1 has significant frontage with a corner location and will be adjusted downwards. Comp 2 does not have a corner location and is considered inferior. It is given a small upwards adjustment. Comp 3 has a corner location though frontage on 1000 North is minimal. It will not be adjusted.

Comp 4 is an interior parcel and is adjusted upwards. Comp 5 is similar to the subject with access from 400 West and through the adjoining properties developed that front Main Street. It is not adjusted.

Fill: None of the sales required significant fill and no adjustments made.

Shape: The subject has a slightly irregular shape where it borders properties located along Main Street. Small downwards adjustments are made to comps 1, 2, 3 and 5. Comp 4 is not adjusted.

Parcel Size: Larger parcels typically sell for less per acre than similar properties that are smaller as they require more capital to purchase and development and absorption can take much longer requiring higher carrying costs.

The subject will be subdivided and have a total size of 6.80-acres. The sales range in size between 2.80 acres up to 36.367 acres. Adjustments are required for differences.

It is noted Comp 3 will not be adjusted even though it has a total of 11.45 acres. It was listed/sold as a single property but included two adjacent properties with 8.00 and 3.45 acres.

Utilities: The subject has access to utilities in front of the property in 1400 South. All 5 sales have similar access to utilities in street frontages. Comp 5 will require a downwards adjustment. This was a developed pad site that already had utilities stubbed. The other sales are not adjusted.

Topography: All 5 sales have relatively level topography that did not influence value. No adjustments are made.

Use Potential/Zoning: The subject is zoned commercial. There are fewer sales in

Garland-Tremonton due to the more rural nature of the area and as such the sales differ in zoning. Comp 1 was rezoned from residential to mixed use to allow a higher density of up to 7-residential units per acre. Comps 2 and 5 have a town center-mixed use zoning which allows both commercial and higher density residential. Comps 3 and 4 are in manufacturing areas and are zoned for manufacturing uses.

The neighboring property next to the subject that is also zoned commercial will likely be rezoned to residential. The city will allow some of the land to be rezoned to allow a higher density for townhomes while part of the land will be zoned for 8,000 to 12,000 SF lot. The subject could also likely be rezoned to a high density residential or remain commercial.

The TC-MU zoning of comps 2 and 5 allows higher density residential and a mix of commercial/residential uses. If the subject were rezoned it would not be allowed as high of density as what is allowed in this area. Allowable commercial uses are similar. The appraisal will make a small adjustment downwards to comps 2 and 5.

The other sales will not be adjusted. While land zoned for manufacturing usually sells for less than commercial land, in the market area this is not always the case as the area has a strong manufacturing district with good accessibility to freeway.

Summary: The grid on the following page will summarize the adjustment process and reconcile the comparable sales for differences with the subject. Upward adjustments indicate the comparison parcel is inferior to the subject and downward adjustments indicate that it is superior.

There is not sufficient data to make exacting adjustments; rather, the percentage adjustments reflect magnitude of difference and assist in reconciling the sales data to indicate the subject's market value.

LAND COMPARABLE ADJUSTMENT GRID					
Comparable	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5
Price Per Acre	\$60,000	\$113,300	\$75,983	\$50,000	\$150,000
Multiplied Adjustments					
Conditions/Financing	0%	0%	0%	0%	0%
Market Conditions	0%	2%	0%	6%	10%
Adjusted Price/Acre	\$60,000	\$115,566	\$75,983	\$53,000	\$165,000
Added Adjustments					
Location	0%	-25%	0%	0%	-25%
Corner/Frontage	-5%	5%	0%	5%	0%
Fill	0%	0%	0%	0%	0%
Shape	-5%	-5%	-5%	0%	-5%
Parcel Size	25%	10%	0%	10%	-10%
Utilities	0%	0%	0%	0%	-10%
Topography	0%	0%	0%	0%	0%
Use Potential	0%	-5%	0%	0%	-5%
Net Added Adjustments	15%	-20%	-5%	15%	-55%
Adjusted Price/Acre	\$69,000	\$92,453	\$72,184	\$60,950	\$74,250
Average/Price/Acre \$73,767					
Median/Price/Acre \$72,184					

Conclusion: The sales provide a range between \$60,950 and \$92,453 per acre. The average adjusted indication is \$73,767 per acre and the median is \$72,184 per acre.

Comps 1, 3 and 4 are located near the subject while Comps 2 and 5 are located a few a little over a mile south in downtown Tremonton. Comps 2 and 5 give the two highest adjusted values. Comp 5 was a smaller pad site that had utilities stubbed requiring larger adjustments. Comp 2 is more comparable but had more favorable zoning. These two sales are given less weight.

Comp 1 is located closest to the subject fronting the same street approximately 9 blocks west. It was rezoned to allow residential at 7-units per acre. While the subject has commercial zoning, there is less demand for commercial in the market area and stronger demand for higher density residential. As noted in the report, Garland is open to rezoning land in the subject's area to allow higher density residential. This sale provides good comparison other than requiring a larger upwards size adjustment.

Comps 3 and 5 are also located west of the subject in the same general neighborhood but are zoned for manufacturing. This type of use has adequate demand in the area because of the proximity of the freeway and there are several larger manufacturing facilities in the area. These provide adjusted values between \$60,000 and \$72,000 per acre.

The appraisal will give slightly more weight to Comp 1 and less weight to Comps 2 and 5 located further from the subject. As such, a final value slightly below the average adjusted indication of \$70,000 per acre is concluded.

Therefore, the final value is concluded as follows:

6.80 Acres x \$70,000/Acre = \$476,000

ROUNDED = \$475,000



Dustin T. Singleton

ADDENDUM

1. Limiting Conditions & Assumptions
2. Qualifications of Appraiser

LIMITING CONDITIONS & ASSUMPTIONS

1. **Limit of Liability:**

The liability of Dustin T. Singleton and associates is limited to the client only and for the amount of the fee actually received by the appraiser. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. In the case of offerings in real estate, client agrees that in case of lawsuit (brought by lender, partner or part owner in any form of ownership, tenant, or any other party), any and all awards, settlements, of any type in such suit, regardless of outcome, client will hold appraiser completely harmless in any such action.

2. **Copies, Publication, Distribution, Use of Report:**

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the appraiser for the use of the client, the fee being for the analytical services only.

The Bylaws and Regulation of the Appraisal Institute require each Affiliate to control the use and distribution of each appraisal report signed by such Affiliate. Except as hereinafter provided, the client may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of appraiser. (See last item in following list for client agreement/consent).

3. **Confidentiality:**

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraisers. The Appraisers shall have no responsibility if any such unauthorized change is made.

The appraisers may not divulge the material (evaluation) contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena.

4. **Trade Secrets:**

This appraisal was obtained from Dustin T. Singleton and associates or related companies and/or its individuals or related independent contractors and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4). Notify the appraiser(s) signing the report of any request to reproduce this appraisal in whole or in part.

5. **Information Used:**

No responsibility is assumed for accuracy of information furnished by work of others, the client, his designee, or public records. We are not liable for such information or the work of possible subcontractors. Be advised, that some of the people associated with Dustin T. Singleton and possibly signing the report are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease, or other significant commitment of funds to subject property.

6. **Testimony, Consultation, Completion of Contract for Appraisal Services:**

The contract for appraisal, consultation or analytical service are fulfilled and the total fee payable upon completion of the report. The appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in the court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

7. **Exhibits:**

The sketches and maps in this report as included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose as of the date of the photos. Site plans are not surveys unless shown from separate surveyor.

8. **Legal, Engineering, Financial, Structural, or Mechanical Nature, Hidden Components, Soil:**

No responsibility is assumed for matter legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.

The legal description is assumed to be correct as used in this report as furnished by the client, his designee, or as derived by the appraiser.

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, nor soils and potential for settlement, drainage, and such (seek assistance from qualified architect and/or engineer) nor matters concerning liens, title status, and legal marketability (seek legal assistance), and such. The lender and owner should inspect the property before any disbursement of funds; further, it is likely that the lender or owner may wish to require mechanical or structural inspections by qualified and licensed contractor, civil or structural engineer, architect, or other expert.

9. **Legality of Use:**

The appraisal is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

10. **Component Values:**

The distribution of the total valuation in this report between land and improvements applies only under the existing program or utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

11. **Auxiliary and Related Studies:**

No environmental or impact studies, special market study or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in any agreement for services or in the report.

12. **Dollar Values, Purchasing Power:**

The market value estimated, and the costs used, are as of the date of the estimate of value. all dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

13. **Inclusion:**

Furnishings and equipment or personal property or business operations, except as specifically indicated and typically considered as a part of real estate, have been disregarded with only the real estate being considered in the value estimate, unless otherwise stated. In some property types, business and real estate interests and values are combined.

14. **Proposed Improvements, Conditioned Value:**

Improvements proposed, if any, on or off-site, as well as any repairs required, are considered for purposes of this appraisal to be completed in good and workmanlike manner according to information submitted and/or considered by the appraisers.

In cases of proposed construction, the appraisal is subject to change upon inspection of property after construction is completed. This estimate of value is as of the date shown, as proposed, as if completed and operating at levels shown and projected.

15. **Value Change, Dynamic Market, Influences, Alteration of Estimate by Appraiser:**

The estimated market value, which is defined in the report, is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace. In cases of appraisals involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value; they are thus subject to change as the market and value is naturally dynamic.

The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

16. **Value Subject to Change:**

Appraisal report and value estimate subject to change if physical or legal entity or financing different than that envisioned in this report.

17. **Management of the Property:**

It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management, neither inefficient nor super-efficient.

18. **Fee:**

The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself.

19. **Authentic Copies:**

The authentic copies of this report are signed in blue ink. Any copy that does not have the above is unauthorized and may have been altered.

20. **Insulation and Toxic Materials:**

Unless otherwise stated in this report, the appraiser(s) signing this report has no knowledge concerning the presence or absence of toxic materials and/or urea-formaldehyde foam insulation in existing improvements; if such is present, the value of the property may be adversely affected and re-appraisal at additional cost necessary to estimate the effects of such.

21. **Review:**

Unless otherwise noted herein, the review appraiser has reviewed the report only as to general appropriateness of technique and format and has not necessarily inspected the subject or market comparable properties.

22. **Changes, Modifications:**

The appraiser(s) reserves the right to alter statements, analyses, conclusions or any value estimate in the appraisal if there becomes known to us facts pertinent to the appraisal process which were unknown to us when the report was finished.

23. **After Tax Analysis and/or Valuation:**

Any "after" tax income or investment analysis and resultant measures of return on investment are intended to reflect only possible and general market considerations, whether as part of estimating value or estimating possible returns on investment at an assumed value or price paid; note that the appraiser(s) does not claim expertise in tax matters and advises client and any other using the appraisal to seek competent tax advice as the appraiser is in no way to be considered a tax or investment advisor.

24. **Limiting Conditions Disclaimer Relating to the ADA:**

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

25. The appraiser(s) has/have inspected the subject property with the due diligence expected of a professional real estate appraiser. The appraiser(s) is/are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser(s) that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment.

The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's (s') value estimate is predicated on the assumption that there is no such

material on or in the property that would cause a loss in value.

No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's (s') descriptions and resulting comments are the result of the routine observations made during the appraisal process.

27. ACCEPTANCE OF, AND/OR USE OF, THIS APPRAISAL REPORT BY CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE ABOVE CONDITIONS. APPRAISER LIABILITY EXTENDS ONLY TO STATED CLIENT, NOT SUBSEQUENT PARTIES OR USERS, and is limited to amount of fee received by appraiser.

QUALIFICATIONS OF

DUSTIN T. SINGLETON

Work Experience:

2004 to Current: Full-time real estate appraiser: Singleton Appraisal Services, Providence, Utah

1999 to 2004: Full-time real estate appraiser: Singleton & Company, Logan, Utah

1997 to 2001: Part time real estate sales agent: Coldwell Banker Gold Key Realty, Logan, Utah

Education:

Bachelor of Science, Utah State University, December 1998

Specialized courses, seminars and exams in Real Estate Appraisal from Appraisal Institute, O'Brien School & McKissock Appraisal Education

Specialized courses for Real Estate Sales from Wardley School of Real Estate

Courses Taken & Exams Passed

How Tenants Create or Destroy Value: Leasehold Valuation and Its Impact on Value, Appraisal Institute, 2019

Valuation by Comparison: Residential Analysis & Logic, Appraisal Institute, 2015

The Discounted Cash Flow Model: Concepts, Issues, and Apps., Appraisal Institute, 2013

Comprehensive Exam, Appraisal Institute, 2012

Business Practices & Ethics, Appraisal Institute, 2013

General Market Analysis & Highest & Best Use, Appraisal Institute, 2009

Appraising Distressed Commercial Real Estate, Appraisal Institute, 2009

Report Writing & Valuation Analysis, Appraisal Institute, 2009

Advanced Applications, Appraisal Institute, 2007

Advanced Sales Comparison & Cost Approaches, Appraisal Institute, 2007

Advanced Income Capitalization, Appraisal Institute, 2005

Basic Income Capitalization, Appraisal Institute, 2002

2-4: Unit Case Studies, O'Brien School, 2000

Appraising Residences, O'Brien School, 2000

USPAP/ and Utah Law, O'Brien School, 2000

Fundamental Appraising, O'Brien School 2000

Professional Status:

Utah, Certified General Appraiser, 5450730-CG00, expires November 30, 2021

Idaho, Certified General Appraiser, CGA-4116, expires December 9, 2020

Utah, Sales Agent, 5450730-SA00 (Currently Inactive)

Qualifications (continued)

DUSTIN T. SINGLETON

**Memberships &
Affiliations**

Candidate for Designation, Appraisal Institute
Member, Cache-Rich Association of Realtors
Member, Wasatch Front MLS

**Types of Real
Estate Appraised**

Office, industrial, retail, apartments, subdivisions, special purpose
properties, eminent domain, undeveloped land, agricultural land, & all
types of residential properties

**Partial List of
Clients Serves**

America First Credit Union
Cache Valley Bank
Lewiston State Bank
Cache County
Wells Fargo
Bank of Utah
Zions First National Bank
Wells Fargo
Utah State University
Dwellworks Relocation
Weichart Relocation
Cartus Relocation
Intermountain Health Care
Various Attorneys
USU Charter Credit Union
Bank of American Fork
United States Appraisal
Thomas Edison Charter School
North Logan City
Nibley City
Providence City
Logan City
Neighborhood Non-Profit
Allegiance Relocation
NebraskaLand National Bank
Small Business Administration
Bear River Head Start
Law Firms & Accounting Firms
State of Utah, Division of Real Estate
Rock Canyon Bank
Cache County School District
Logan City School District



Learning by Doing

3rd Edition

2020 Box Elder Board of Education
Reading Schedule

Board Meeting Date

Reading Assignment

September 9, 2020

-**About the Authors**
-**Introduction to the Third Edition**
-**Chapter #1** A Guide to Action for Professional Learning Communities at Work

October 14, 2020

-**Chapter #2** Defining a Clear and Compelling Purpose

November 11, 2020

-**Chapter #3** Building a Collaborative Culture of a Professional Learning Community

December 9, 2020

-**Chapter #4** Creating a Results Orientation in a Professional Learning Community

January 13, 2021

-**Chapter #5** Establishing a Focus on Learning

February 10, 2021

-**Chapter #6** Creating Team-Developed Common Formative Assessments

March 10, 2021

-**Chapter #7** Responding When Some Students Don't Learn

April 14, 2021

-**Chapter #8** Hiring, Orienting, and Retaining New Staff

May 12, 2021

-**Chapter #9** Addressing Conflict and Celebrating in a Professional Learning Community

June 9, 2021

-**Chapter #10** Implementing the Professional Learning Community Process Districtwide

July 14, 2021

-**Conclusion** The Fierce Urgency of Now

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

The School Board had a work session at 5:30 p.m. where the School Board heard reports from Jerry Jackman, Sunrise High, Lewis Whitaker, Box Elder Middle School, David Lee, Harris Intermediate, and Jamie Kent, Box Elder High.

Tentative minutes of a Regular Meeting of the Board of Education, Box Elder School District, held Wednesday evening October 8, 2020 at 6:30 p.m. at the Independent Life Skills Center.

Those in attendance at the meeting included Board President Karen Cronin, Members Julie Taylor, Connie Archibald, Nancy Kennedy, Wade Hyde, Tiffani Summers, Bryan Smith and student Board Member Mackenzie Kent. Also present were Superintendent Steven Carlsen, Assistant Superintendents Keri Greener, Gary Allen and Keith Mecham, Business Administrator Rod Cook, district employees, and representatives of the press.

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

After the reverence, which was offered by Nancy Kennedy, Bryan Smith led the audience in the pledge of allegiance.

Student Board member Mackenzie Kent was then sworn in by Rod Cook, Business Administrator.

Approval of Agenda

Bryan Smith made the motion to approve the agenda. Wade Hyde seconded the motion, which passed unanimously.

Public Comment

The meeting was cancelled by unanimous vote of the Board because patrons refused to wear masks in the Board Room as instructed. The meeting was cancelled at 6:40 p.m.

The meeting resumed on Monday October 12 at 6:45 p.m. online with the same Board Members present online.

Karen Cronin conducted the meeting.

Keri Greener offered the reverence and Connie Archibald led the recitation of the pledge of allegiance.

Connie Archibald made the motion to approve the agenda. Tiffani Summers seconded the motion.

Return to Learn Presentation and Discussion

Dr. Redd and The Bear River Health Department presented the latest information on the Covid 19 Virus and health recommendations.

Action Items

Return to Learn Plan 2020-21

Steve Carlsen, Superintendent, reviewed the issues with Covid 19 including masks, online teaching, quarantine, and air circulation. He spoke about concerns of parents and students. He stated that administration was working on a change that would allow teachers more time to take care of online students.

Nancy Kennedy made the motion to approve the recommendation to approve the amendment of Return to Learn Plan 2020-21 with the administration working out the details. Julie Taylor seconded the motion which passed unanimously.

Approval of Amendment to Lake View Elementary School Land Trust

Keri Greener, Assistant Superintendent of Elementary Teaching and Learning presented a recommended change for the Lake View Land Trust plan.

Connie Archibald made the motion to accept the recommended change to the Land Trust Plan. Bryan Smith seconded the motion which passed unanimously.

Approval of Literacy Plan Amendments

Keri Greener, Assistant Superintendent of Elementary Teaching and Learning, presented the Literacy Plan amendments to the Board for approval.

Wade Hyde made the motion to accept the recommended amendments to the Literacy Plan. Nancy Kennedy seconded the motion which passed unanimously.

Approval for Waiver for the School Community Council for Grouse Creek School for 2020-21

Keri Greener, Assistant Superintendent of Elementary Teaching and Learning, presented the waiver from the community council requirement due to the small size of the school.

Nancy Kennedy made the motion to accept the recommended waiver. Julie Taylor seconded the motion which passed unanimously.

Approval of School Resource Officer Interlocal Cooperation Agreement

Rod Cook, Business Administrator, presented the Tremonton interlocal agreement for providing a School Resource Officer. The agreement is in accordance with the new law which requires Board approval and training for school resource officers.

Connie Archibald made the motion to accept the recommended interlocal agreement. Bryan Smith seconded the motion which passed unanimously.

Information/Discussion Items

Construction Report

Corey Thompson, Director of Buildings and Maintenance, gave a presentation to the Board updating the expected completion of Sunrise High and the beginning of the project for the Elementary School in East Brigham City.

School/District Report Cards

Jeremy Young, Director of Assessment, presented the School Report Card Summary to the Board.

October 1 Enrollment Report

Keith Mecham, Assistant Superintendent of Human Resources, presented the October 1 count to the Board.

Financing of the Brigham city East Elementary School

Rod Cook, Business Administrator, presented the information on financing part of the new Brigham City East Elementary and announced that he had started on the paperwork for the loan which will be approved by the Board.

Monthly Financial Report

Business Administrator, Rod Cook presented the Monthly Financial Report

Policy Review

First Reading

Policy 3022 Employment-BESD LEA Specific Teacher License Endorsement
Policy 3023 Educator Induction, Mentoring, and Professional Learning
Policy 3035 Employee Criminal Background Checks and Arrest Disclosure Requirements
Policy 3098 Employee Surveys
Policy 5230 School Fees

Policy 5310 Fundraising
Policy 5360 Suicide Prevention

Nancy Kennedy made the motion to approve the above policies on first reading. Wade Hyde seconded the motion which passed unanimously.

Second Reading

Policy 1160 Superintendent Termination
Policy 1190 District Annual Reports
Policy 3110 District Emergency Response Plan
Policy 4060 High School Graduation Requirements
Policy 4105 Sex Education
Policy 5036 Admissions and Attendance: Determining Daily Attendance
Policy 5053 School Breakfast Program
Policy 5055 Vision Screening
Policy 5100 Student Records
Policy 5140 Education and Family Privacy Rights
Policy 5225 Student Activities
Policy 5270 Student Rights and Responsibilities: Bullying, Cyberbullying, Hazing, and Abusive Conduct
Policy 5350 Student Complaints – Resolution

Bryan Smith made the motion to approve the above policies on second reading. Julie Taylor seconded the motion which passed unanimously.

Board Discussion Items

Learn by Doing Reading Schedule

The reading was postponed due to the late hour. The Board will cover two sections in the next meeting.

Consent Calendar

Wade Hyde moved to accept the consent items including the LEA specific licenses. The motion was seconded by Nancy Kennedy, it passed on a unanimous vote.

The Consent Calendar included the following items:

Approval of the minutes of the working and regular meetings of September 9, 2020.

Approval of claims numbered 34166, 34525-34825, 1091020,07093020,08093020,09091820,09093020, and the District Foundation and ACH payments as well as School Activity checks for the month of September.

Personnel Items

As detailed in agenda.

Adjournment

Bryan Smith made the motion to adjourn the meeting. Nancy Kennedy seconded the motion which passed by unanimous vote.

With the announcement that the next meeting will be held on Wednesday, November 11, 2020 at The Independent Life Skills Center with the Work Session at 5:30 p.m. and regular board meeting at 6:30 p.m. President Cronin adjourned the meeting at 10:21 p.m.

APPROVED: _____

ATTESTED: _____
School Business Administrator
Box Elder School District

President, Board of Education

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
01	00034684	-210.00	10/27/20	49557 MAYRA GARZA	CV
01	00034826	209.50	10/01/20	1 ALBERTUS BROWN	C
01	00034827	200.00	10/01/20	1 DOUG OR ALYSSA GARDNER	C
01	00034828	100.00	10/01/20	1 FELICIA EDWARDS	C
01	00034829	40.00	10/01/20	1 GWEN SHOEMAKER	C
01	00034830	200.00	10/01/20	1 LOYS OR KATELYNN HAMILTON	C
01	00034831	22.10	10/01/20	1 MONICA STOKES	C
01	00034832	54.65	10/01/20	1 POLLY PORTER	C
01	00034833	5,406.79	10/01/20	10260 ADELE C YOUNG INTERM SCH	C
01	00034834	19.96	10/01/20	347560 ALICE C HARRIS INTERM SCH	C
01	00034835	126.19	10/01/20	52345 R CASEY ANDERSEN	C
01	00034836	100.00	10/01/20	85556 BEAR RIVER HEALTH DEPARTMENT	C
01	00034837	560.00	10/01/20	85738 BEAR RIVER HIGH SCHOOL	C
01	00034838	680.19	10/01/20	109695 BELLAS FRESH MEXICAN GRILL	C
01	00034839	210.00	10/01/20	19003 TORY BIRKINSHAW	C
01	00034840	1,058.75	10/01/20	104242 BIZWEAR INC	C
01	00034841	1,794.64	10/01/20	890740 CENTURYLINK	C
01	00034842	607.51	10/01/20	890740 CENTURYLINK LONG DISTANCE	C
01	00034843	2,337.44	10/01/20	53473 CHARLIE'S PRODUCE	C
01	00034844	150.00	10/01/20	50644 LONDON CLARKE	C
01	00034845	451.02	10/01/20	104223 CODALE ELECTRIC	C
01	00034846	135.02	10/01/20	156817 CORINNE CITY CORP	C
01	00034847	75.00	10/01/20	109652 DREWES FLORAL & GIFTS	C
01	00034848	396.67	10/01/20	110532 ECOLAB EQUIPMENT CARE	C
01	00034849	7,493.64	10/01/20	100913 BORDER STATES INDUSTRIES, INC	C
01	00034850	44.30	10/01/20	111094 INTERMOUNTAIN CONCRETE	C
01	00034851	10,244.78	10/01/20	100774 JEPPESEN DISTRIBUTING/JEFF JEPPESEN	C
01	00034852	3,267.40	10/01/20	27243 KELLY SERVICES INC	C
01	00034853	7,454.00	10/01/20	48879 KREMEDY LLC / KANNACT	C
01	00034854	260.00	10/01/20	30163 LOCALLY TWISTED LLC	C
01	00034855	800.00	10/01/20	50741 LORI LUND	C
01	00034856	410.00	10/01/20	586188 MOUNTAIN VIEW SCHOOL	C
01	00034857	210.00	10/01/20	588360 MEGAN MUELLER	C
01	00034858	87.50	10/01/20	612068 NORTH PARK SCHOOL	C
01	00034859	84.98	10/01/20	104992 PRINT SHOP	C
01	00034860	360.00	10/01/20	106641 PST/PROFESSIONAL SYSTEMS TECHNOLOGY INC	C
01	00034861	15,341.10	10/01/20	892645 ROCKY MOUNTAIN POWER	C
01	00034862	109.78	10/01/20	103604 SCHOLASTIC EDUCATION	C
01	00034863	43,925.00	10/01/20	110873 SOLUTION TREE	C
01	00034864	22.47	10/01/20	810361 STANDARD PLUMBING SUPPLY	C
01	00034865	35.95	10/01/20	110914 SUPERIOR WATER AND AIR INC	C
01	00034866	3,338.76	10/01/20	981 TARO COMMUNICATION SITES LLC	C
01	00034867	4,640.00	10/01/20	891125 UAESP/UTAH ASSOCIATION ELEMENTARY PRIN	C
01	00034868	5,390.00	10/01/20	863370 UASSP/UTAH ASSOCIATION OF	C
01	00034869	2,498.05	10/01/20	38032 AMAZON CAPITAL SERVICES INC	C
01	00034870	1,015.00	10/01/20	107488 ARCHIBALD & SONS INC	C
01	00034871	4,518.40	10/01/20	110509 AUDIO ENHANCEMENT	C
01	00034872	15,000.00	10/01/20	110222 BENCHMARK EDUCATION CO	C
01	00034873	11,377.00	10/01/20	3271 CANON SOLUTIONS AMERICA	C
01	00034874	1,433.69	10/01/20	10774 CRUMP MOTORS	C
01	00034875	9,770.00	10/01/20	104034 ECO TURF INC	C
01	00034876	2,965.50	10/01/20	53449 EXPLORELEARNING, LLC	C
01	00034877	951.44	10/01/20	109704 FOLLETT SCHOOL SOLUTIONS	C
01	00034878	548.75	10/01/20	110220 GLOBAL EQUIPMENT CO	C
01	00034879	74.95	10/01/20	106378 GOLDEN SPIKE POWERSPORTS	C

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
01	00034880	1,346.95	10/01/20	322776 GRAINGERS INC	C
01	00034881	11,217.99	10/01/20	386370 HYKO SUPPLY CO	C
01	00034882	991.26	10/01/20	50270 IMAGING CONCEPTS OF NORTHERN UTAH, LLC	C
01	00034883	189.97	10/01/20	45560 LAKESHORE LEARNING MATERIALS	C
01	00034884	6,351.85	10/01/20	40509 LIGHTSPEED TECHNOLOGIES	C
01	00034885	7.00	10/01/20	545971 MARC / MID AMERICAN RESEARCH	C
01	00034886	18,304.70	10/01/20	586159 MOUNTAIN STATE TEXTBOOK DEP	C
01	00034887	568.43	10/01/20	633340 OFFICE DEPOT	C
01	00034888	358.66	10/01/20	699420 PERMA BOUND BOOKS	C
01	00034889	342.29	10/01/20	40878 ELIZABETH PRATT	C
01	00034890	640.05	10/01/20	110417 RESCO	C
01	00034891	682.26	10/01/20	101816 SCHOOL SPECIALTY	C
01	00034892	32.24	10/01/20	124 SHELL EDUCATION	C
01	00034893	120.20	10/01/20	157371 STAPLES	C
01	00034894	168.52	10/01/20	38601 SUMMIT PARTNERS UTAH LLC	C
01	00034895	1,098.75	10/01/20	50040 EDCLUB, INC	C
01	00034896	412.50	10/01/20	924370 WATKINS PRINTING	C
01	00034897	25.90	10/08/20	1 AMANDA HILLYARD	C
01	00034898	9.20	10/08/20	1 HEIDI TIBBITTS	C
01	00034899	143.85	10/08/20	1 TOBY GUNN	C
01	00034900	720.65	10/08/20	812477 ALSCO/AMERICAN LINEN	C
01	00034901	948.54	10/08/20	25909 AMERIGAS PROPANE	C
01	00034902	1,429.75	10/08/20	4260 BCI / UTAH BUREAU OF CRIMINAL IDENTIF	C
01	00034903	255.50	10/08/20	85768 BEAR RIVER SEWER DEPT	C
01	00034904	256.81	10/08/20	87120 BEEHIVE TELEPHONE CO	C
01	00034905	18.60	10/08/20	104370 BOX ELDER NEWS JOURNAL	C
01	00034906	187.92	10/08/20	44342 MICHELLE BREIDER	C
01	00034907	115.00	10/08/20	111635 BRIDGERLAND BAND INSTRUMENT REPAIR	C
01	00034908	266.52	10/08/20	108217 BRIGHAM CITY CORPORATION	C
01	00034909	791.16	10/08/20	53473 CHARLIE'S PRODUCE	C
01	00034910	297.00	10/08/20	138420 CHEMTECH FORD INC	C
01	00034911	241.04	10/08/20	53228 MIKE CLARK	C
01	00034912	107.64	10/08/20	147090 PATRICIA CLAWSON	C
01	00034913	7,000.00	10/08/20	48968 DR. DAVE SPEAKS, LLC	C
01	00034914	4,067.67	10/08/20	729332 ECONO WASTE INC	C
01	00034915	80.00	10/08/20	7013 FELDMAN'S	C
01	00034916	4,009.10	10/08/20	143160 FRONTIER COMMUNICATION	C
01	00034917	7,752.91	10/08/20	304217 GARLAND CITY	C
01	00034918	6,839.08	10/08/20	324430 GRAYBAR ELECTRIC COMPANY INC	C
01	00034919	237.80	10/08/20	109820 JACI HAWKES	C
01	00034919	-237.80	10/09/20	109820 JACI HAWKES	CV
01	00034920	25.00	10/08/20	110599 JACK AND JILL MAGAZINE	C
01	00034921	662.20	10/08/20	111125 IML SECURITY SUPPLY	C
01	00034922	7,493.68	10/08/20	100774 JEPPESEN DISTRIBUTING/JEFF JEPPESEN	C
01	00034923	240.95	10/08/20	467700 JOHNSON ELECTRIC MOTORS	C
01	00034924	145.00	10/08/20	49182 ALEXEY JONES	C
01	00034924	-145.00	10/09/20	49182 ALEXEY JONES	CV
01	00034925	26,455.40	10/08/20	27243 KELLY SERVICES INC	C
01	00034926	77.35	10/08/20	543168 MADDOX RANCH HOUSE	C
01	00034927	8,792.51	10/08/20	29858 MOUNTAINLAND SUPPLY COMPANY	C
01	00034928	39.00	10/08/20	598361 NATIONAL GEOGRAPHIC SOCIETY	C
01	00034929	1,793.08	10/08/20	612068 NORTH PARK SCHOOL	C
01	00034930	3,152.53	10/08/20	111273 NUCO2 LLC	C
01	00034931	13,131.58	10/08/20	3050 OBSERVERTAB, LLC	C
01	00034932	276.37	10/08/20	633340 OFFICE DEPOT	C

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Bank	Check No	Amount	Date	Vendor	Type
01	00034933	45.15	10/08/20	4960 OLD GRIST MILL BREAD	C
01	00034934	229.00	10/08/20	700077 PERRY CITY	C
01	00034935	980.06	10/08/20	732367 RAFT RIVER RURAL	C
01	00034936	67.62	10/08/20	23302 MICHELLE SEAMONS	C
01	00034937	39.95	10/08/20	110789 SECURE INSTANT PAYMENTS LLC	C
01	00034938	1,948.65	10/08/20	802087 SNOWVILLE WATERWORKS INC	C
01	00034939	442,833.14	10/08/20	109177 STATE OF UTAH DEPARTMENT ADM	C
01	00034939	-442,833.14	10/20/20	109177 STATE OF UTAH DEPARTMENT ADM	CV
01	00034940	90.00	10/08/20	6009 IRLANDA STEVENS	C
01	00034941	200.00	10/08/20	11487 TERESA SWALLOW	C
01	00034942	191,161.72	10/08/20	12688 SYSCO	C
01	00034943	180.00	10/08/20	111700 USCA / UTAH SCHOOL COUNSELOR ASSOC	C
01	00034944	4,760.00	10/08/20	999016 UTAH RETIREMENT SYSTEMS	C
01	00034945	1,018.64	10/08/20	892964 UTAH STATE TAX COMMISSION	C
01	00034946	5,736.16	10/08/20	924155 WASTE MGMT OF UTAH INC	C
01	00034947	124.72	10/08/20	110931 WEESE GLASS LLC	C
01	00034948	661.67	10/08/20	12939 EMILIE WESTMORELAND	C
01	00034949	193.58	10/08/20	941217 WILLARD CITY CORP	C
01	00034950	2,333.57	10/08/20	38032 AMAZON CAPITAL SERVICES INC	C
01	00034951	2,028.00	10/08/20	106497 APPLE STORE	C
01	00034952	3,240.00	10/08/20	100293 DELL COMPUTER	C
01	00034953	156.41	10/08/20	1961 DESTINY EXPRESS/FOLLETT SCHOOL SOLUTIONS	C
01	00034954	690.90	10/08/20	109704 FOLLETT SCHOOL SOLUTIONS	C
01	00034955	32,680.00	10/08/20	42986 GAGGLE.NET, INC	C
01	00034956	262.89	10/08/20	45616 GRIZZLY INDUSTRIAL, INC.	C
01	00034957	129.12	10/08/20	107027 HOUGHTON MIFFLIN HARCOURT	C
01	00034958	55.55	10/08/20	386370 HYKO SUPPLY CO	C
01	00034959	106.25	10/08/20	100522 INTERMOUNTAIN FARMERS ASSOC / IFA	C
01	00034960	174.44	10/08/20	50270 IMAGING CONCEPTS OF NORTHERN UTAH, LLC	C
01	00034961	933.11	10/08/20	45560 LAKESHORE LEARNING MATERIALS	C
01	00034962	250.20	10/08/20	111539 LOVE AND LOGIC INSTITUTE	C
01	00034963	17,550.00	10/08/20	49387 LUCID SOFTWARE INC	C
01	00034964	3,540.87	10/08/20	633340 OFFICE DEPOT	C
01	00034965	447.33	10/08/20	699420 PERMA BOUND BOOKS	C
01	00034966	18,596.49	10/08/20	111379 REALITYWORKS	C
01	00034967	680.00	10/08/20	101816 SCHOOL SPECIALTY	C
01	00034968	583.20	10/08/20	10766 SPECTRUM AQUATICS	C
01	00034969	758.00	10/08/20	157371 STAPLES	C
01	00034970	2,100.00	10/08/20	53287 TIMROON GROUP LLC	C
01	00034971	3,201.00	10/08/20	34614 TREND INTERIORS INC	C
01	00034972	3,425.40	10/08/20	310	C
01	00034973	564.92	10/09/20	44342 MICHELLE BREIDER	C
01	00034974	243.60	10/09/20	38997 SABRINA BURMESTER	C
01	00034975	58.00	10/09/20	1295 ELISE BURT	C
01	00034976	4.83	10/09/20	53783 ALLYSON ELIASON	C
01	00034977	596.82	10/09/20	111431 T DANIELLE HAWKES	C
01	00034978	673.27	10/09/20	53686 KAY KUNZLER	C
01	00034979	673.27	10/09/20	94170 KELLY J KUNZLER	C
01	00034980	661.67	10/09/20	107207 RACHEALE KUNZLER	C
01	00034981	85.26	10/09/20	53805 AMY PUGSLEY	C
01	00034982	55.10	10/09/20	53813 QUIRT PUGSLEY	C
01	00034983	661.67	10/09/20	21130 AMBER ROSE	C
01	00034984	1,577.60	10/09/20	12793 SONYA SPACKMAN	C
01	00034985	48.72	10/09/20	53791 ELIZABETH TAYLOR	C
01	00034986	105.00	10/22/20	1 ASHLEY STRINGHAM	C

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Bank	Check No	Amount	Date	Vendor	Type
01	00034987	13.10	10/22/20	1 EMILY TOTTER	C
01	00034988	210.00	10/22/20	1 SHAUN KELLY	C
01	00034989	315.00	10/22/20	1 WHITNEY YATES	C
01	00034990	252.53	10/22/20	6617 ACME WATER CO	C
01	00034991	64.45	10/22/20	110066 NANCY ANDERSON	C
01	00034992	77.43	10/22/20	38660 JOANNE BARKER	C
01	00034993	82.68	10/22/20	85748 BEAR RIVER MIDDLE SCHOOL	C
01	00034994	1,104.60	10/22/20	104132 BEAZER LOCK & KEY	C
01	00034995	200.00	10/22/20	26921 SARAH LEEANN BLIESNER	C
01	00034996	149.70	10/22/20	54020 TAWNIE BOWCUTT	C
01	00034997	81.88	10/22/20	40410 KAREN BRAITHWAITE	C
01	00034998	58,883.80	10/22/20	108217 BRIGHAM CITY CORPORATION	C
01	00034999	623.02	10/22/20	890740 CENTURYLINK LONG DISTANCE	C
01	00035000	111.00	10/22/20	107994 CERTIFIED SHRED	C
01	00035001	1,025.81	10/22/20	53473 CHARLIE'S PRODUCE	C
01	00035002	460.00	10/22/20	40363 CIO MEDICAL SERVICES	C
01	00035003	52.85	10/22/20	14958 CULLIGAN	C
01	00035004	200.00	10/22/20	25780 VICTORIA DANCE	C
01	00035005	216.00	10/22/20	203737 EAST GROUSE CREEK WATER	C
01	00035006	200.00	10/22/20	41157 ASHLEY HESS	C
01	00035007	92.50	10/22/20	107462 NICOLE HESS	C
01	00035008	112.21	10/22/20	107027 HOUGHTON MIFFLIN HARCOURT	C
01	00035009	8,713.29	10/22/20	100774 JEPPESEN DISTRIBUTING/JEFF JEPPESEN	C
01	00035010	4.99	10/22/20	489250 KENTS MARKET PL/BRIGHAM	C
01	00035011	7,850.00	10/22/20	48879 KREMEDY LLC / KANNACT	C
01	00035012	114.20	10/22/20	543168 MADDOX RANCH HOUSE	C
01	00035013	450.00	10/22/20	54046 MATHCOUNTS FOUNDATION	C
01	00035014	119.89	10/22/20	586159 MOUNTAIN STATE TEXTBOOK DEP	C
01	00035015	200.00	10/22/20	588360 MEGAN MUELLER	C
01	00035016	1,000.00	10/22/20	34576 RHONDA PACE	C
01	00035017	1,025.58	10/22/20	52400 PARADISE FIRE PROTECTION	C
01	00035018	1,491.16	10/22/20	937851 PRAXAIR DISTRIBUTION INC	C
01	00035019	45,693.84	10/22/20	892645 ROCKY MOUNTAIN POWER	C
01	00035020	101.94	10/22/20	769715 SAM'S CLUB BUSINESS PAYMENTS	C
01	00035021	109.89	10/22/20	103604 SCHOLASTIC EDUCATION	C
01	00035022	9,800.00	10/22/20	48470 SCHOOLS CUBED	C
01	00035023	65.00	10/22/20	48976 DIANNA SERFUSTINI	C
01	00035024	130.45	10/22/20	53929 SARA SHIRK	C
01	00035025	77,372.48	10/22/20	110873 SOLUTION TREE	C
01	00035026	400.00	10/22/20	49395 REBEKAH SPENCER	C
01	00035027	60.38	10/22/20	31879 MARCI SUMMERS	C
01	00035028	257.57	10/22/20	5223 SWIRE COCA-COLA	C
01	00035029	11,664.38	10/22/20	852617 TREMONTON CITY CORP	C
01	00035030	1,333.00	10/22/20	101369 UTAH SCHOOL BOARDS ASSOCIATION	C
01	00035031	2,995.81	10/22/20	891181 LB 410027	C
01	00035032	675.00	10/22/20	110040 WALL 2 WALL	C
01	00035033	19,200.00	10/22/20	100618 WIGGINS & CO	C
01	00035034	329.99	10/22/20	102532 5TH WEST RENTAL & REPAIR	C
01	00035035	10,406.63	10/22/20	38032 AMAZON CAPITAL SERVICES INC	C
01	00035036	1,128.85	10/22/20	110672 ANCORA PUBLISHING	C
01	00035037	1,048.80	10/22/20	106497 APPLE STORE	C
01	00035038	1,085.80	10/22/20	110509 AUDIO ENHANCEMENT	C
01	00035039	455.49	10/22/20	106895 BADGER SCREEN PRINTING CO	C
01	00035040	15,000.00	10/22/20	110222 BENCHMARK EDUCATION CO	C
01	00035041	17.05	10/22/20	109925 BIG O TIRES	C

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01	00035042	611.77	10/22/20	51055 BULK BOOKSTORE	C
01	00035043	4,004.35	10/22/20	779 GOVCONNECTION INC	C
01	00035044	4,219.00	10/22/20	44504 CROWN LIFT TRUCKS	C
01	00035045	1,705.65	10/22/20	180241 DEMCO INC	C
01	00035046	2,987.00	10/22/20	107136 ERS HEATING & COOLING	C
01	00035047	2,206.34	10/22/20	109704 FOLLETT SCHOOL SOLUTIONS	C
01	00035048	146.31	10/22/20	322776 GRAINGERS INC	C
01	00035049	1,781.55	10/22/20	107027 HOUGHTON MIFFLIN HARCOURT	C
01	00035050	5,476.55	10/22/20	386370 HYKO SUPPLY CO	C
01	00035051	127.50	10/22/20	100522 INTERMOUNTAIN FARMERS ASSOC / IFA	C
01	00035052	6,072.00	10/22/20	111125 IML SECURITY SUPPLY	C
01	00035053	2,255.12	10/22/20	455120 JACKS TIRE & OIL INC	C
01	00035054	3,140.75	10/22/20	45020 LEARNING A-Z, LLC	C
01	00035055	7.00	10/22/20	545971 MARC / MID AMERICAN RESEARCH	C
01	00035056	1,344.00	10/22/20	108190 MILLER COMPANIES	C
01	00035057	14,002.02	10/22/20	586159 MOUNTAIN STATE TEXTBOOK DEP	C
01	00035058	1,783.98	10/22/20	590870 MURPHY'S APPLIANCE & TV	C
01	00035059	5,789.30	10/22/20	633340 OFFICE DEPOT	C
01	00035060	3,019.83	10/22/20	699420 PERMA BOUND BOOKS	C
01	00035061	3,120.00	10/22/20	53317 PROCOMPUTING CORPORATION	C
01	00035062	1,035.00	10/22/20	105361 READ NATURALLY INC	C
01	00035063	2,369.01	10/22/20	759360 ROTO AIRE	C
01	00035064	984.79	10/22/20	103604 SCHOLASTIC EDUCATION	C
01	00035065	130.90	10/22/20	101706 SCHOLASTIC STORE ONLINE	C
01	00035066	487.00	10/22/20	51276 SCHOOL BUS SAFETY COMPANY	C
01	00035067	1,418.35	10/22/20	101816 SCHOOL SPECIALTY	C
01	00035068	1,269.15	10/22/20	157371 STAPLES	C
01	00035069	5,500.00	10/22/20	100795 STURDY BUILT	C
01	00035070	2,042.76	10/22/20	109714 SUNBELT RENTALS	C
01	00035071	1,799.02	10/22/20	16080 THE ROOM LOFT	C
01	00035072	258.17	10/22/20	16535 VEX ROBOTICS	C
01	00035073	14,613.84	10/22/20	310 VIRCO INC	C
01	00035074	984.50	10/22/20	109355 VOYAGER SOPRIS LEARNING	C
01	00035075	11,361.00	10/22/20	26077 WAZZLE SOLUTIONS	C
01	00035076	23,491.00	10/22/20	102737 YOUNG CHEVROLET CO	C
01	00035077	178.38	10/22/20	48950 ZORO	C
01	00035078	200.00	10/23/20	154950 RODNEY L COOK	C
01	00035079	105.00	10/23/20	154950 RODNEY L COOK	C
01	00035080	1,392.27	10/27/20	999014 AFLAC / AMERICAN FAMILY LIFE ASSURANCE	C
01	00035081	4,773.96	10/27/20	999014 AMERICAN FAMILY LIFE COMP	C
01	00035082	70.00	10/27/20	999027 B E SCHOOL BOARD FUND	C
01	00035083	104.40	10/27/20	999030 BENEFICIAL LIFE INSURANCE CO.	C
01	00035084	345.43	10/27/20	999110 BONNEVILLE BILLING & COLLECTIONS	C
01	00035085	975.87	10/27/20	999024 BOSTON MUTUAL LIFE INS CO - W	C
01	00035086	9,346.83	10/27/20	999021 BOX ELDER CREDIT UNION	C
01	00035087	176.00	10/27/20	999055 BOX ELDER FOUNDATION	C
01	00035088	1,693.95	10/27/20	999033 BUREAU CHILD SUPPORT SERV	C
01	00035089	265.12	10/27/20	999153 CONSTANTINO LAW OFFICE	C
01	00035090	27,741.39	10/27/20	999077 DENTAL SELECT	C
01	00035091	531.09	10/27/20	999054 U.I.E.B.T.	C
01	00035092	557.40	10/27/20	999019 EDUCATORS MUTUAL	C
01	00035093	69.12	10/27/20	999017 GLOBE LIFE INSURANCE CO	C
01	00035094	21,424.35	10/27/20	999035 HORACE MANN INSURANCE COMPANY	C
01	00035095	805.57	10/27/20	999111 MEADE RECOVERY SERVICES LLC	C
01	00035096	11,824.20	10/27/20	999084 NATIONAL BENEFITS SERVICES LLC	C

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01	00035097	8,274.30	10/27/20	999081 NATIONAL BENEFITS SERVICES LLC	C
01	00035098	316.76	10/27/20	999156 OLSON SHANER	C
01	00035099	3,043.73	10/27/20	999008 OPTICARE	C
01	00035100	733,904.48	10/27/20	999079 PUBLIC EMPLOYEES HEALTH P	C
01	00035101	1,914.05	10/27/20	999032 PRE-PAID LEGAL SERVICES	C
01	00035102	19,617.40	10/27/20	999018 THE HARTFORD	C
01	00035103	440.00	10/27/20	999012 UESP	C
01	00035104	14,865.40	10/27/20	999007 UTAH EDUCATION ASSOCIATION	C
01	00035105	6,855.76	10/27/20	999025 UTAH SCHOOL EMPLOYEES ASSOCIATION	C
01	00035106	190,535.66	10/27/20	999003 UTAH STATE TAX COMMISSION	C
01	00035107	72.85	10/29/20	1 KALEB KUNZLER	C
01	00035108	95.00	10/29/20	1 KAREN COOKE	C
01	00035109	271.68	10/29/20	10260 ADELE C YOUNG INTERM SCH	C
01	00035110	820.00	10/29/20	36784 AMERICAN RED CROSS	C
01	00035111	116.00	10/29/20	38040 AMERICAN SIGN LANGUAGE COMMUNICATION	C
01	00035112	1,618.52	10/29/20	84960 BEACON METALS INC	C
01	00035113	168.00	10/29/20	85738 BEAR RIVER HIGH SCHOOL	C
01	00035114	150.00	10/29/20	54119 JUSTIN BISHOP	C
01	00035115	214.75	10/29/20	104242 BIZWEAR INC	C
01	00035116	1,000.00	10/29/20	12033 BOB'S BODY SHOP	C
01	00035117	25.75	10/29/20	104338 BOX ELDER HIGH SCHOOL	C
01	00035118	149.00	10/29/20	111635 BRIDGERLAND BAND INSTRUMENT REPAIR	C
01	00035119	282.20	10/29/20	108217 BRIGHAM CITY CORPORATION	C
01	00035120	9,482.44	10/29/20	3271 CANON SOLUTIONS AMERICA	C
01	00035121	1,817.16	10/29/20	890740 CENTURYLINK	C
01	00035122	1,229.84	10/29/20	53473 CHARLIE'S PRODUCE	C
01	00035123	307.56	10/29/20	104223 CODALE ELECTRIC	C
01	00035124	5,183.08	10/29/20	100913 BORDER STATES INDUSTRIES, INC	C
01	00035125	7,661.41	10/29/20	107136 ERS HEATING & COOLING	C
01	00035126	210.00	10/29/20	49557 MAYRA GARZA	C
01	00035127	6,246.90	10/29/20	100774 JEPPSEN DISTRIBUTING/JEFF JEPPSEN	C
01	00035128	1,000.00	10/29/20	26000 LEAR & LEAR LAW OFFICE, LLP	C
01	00035129	6,747.85	10/29/20	110561 MAXIM HEALTHCARE SERVICES INC	C
01	00035130	60.00	10/29/20	49042 CHELSEA MONTGOMERY	C
01	00035131	1,442.39	10/29/20	586159 MOUNTAIN STATE TEXTBOOK DEP	C
01	00035132	328.68	10/29/20	32948 N2Y LLC	C
01	00035133	1,500.00	10/29/20	54089 ON-DEMAND DIGITAL DISPLAY, INC.	C
01	00035134	187.22	10/29/20	109395 JOYLENE RITCHIE	C
01	00035135	165.00	10/29/20	769715 SAM'S CLUB BUSINESS PAYMENTS	C
01	00035136	1,335.92	10/29/20	10731 SMITH'S CUSTOMER CHARGES	C
01	00035137	42,461.67	10/29/20	892916 STATE OF UTAH FUEL NETWORK	C
01	00035138	16,919.56	10/29/20	42846 VERACITY NETWORKS, LLC	C
01	00035139	7,405.77	10/29/20	24580 VERIZON WIRELESS	C
01	00035140	640.30	10/29/20	111741 ABDO PUBLISHING CO	C
01	00035141	5,535.62	10/29/20	38032 AMAZON CAPITAL SERVICES INC	C
01	00035142	3,058.00	10/29/20	106497 APPLE STORE	C
01	00035143	1,158.96	10/29/20	107488 ARCHIBALD & SONS INC	C
01	00035144	12,959.44	10/29/20	11517 COMPUNET INC	C
01	00035145	664.20	10/29/20	779 GOVCONNECTION INC	C
01	00035146	2,400.00	10/29/20	15660 DAKTRONICS	C
01	00035147	5,781.00	10/29/20	100293 DELL COMPUTER	C
01	00035148	331.00	10/29/20	180241 DEMCO INC	C
01	00035149	20,000.00	10/29/20	32638 EDGENUITY INC	C
01	00035150	176.02	10/29/20	109704 FOLLETT SCHOOL SOLUTIONS	C
01	00035151	164.26	10/29/20	322776 GRAINGERS INC	C

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Bank	Check No	Amount	Date	Vendor	Type
01	00035152	2,725.15	10/29/20	386370 HYKO SUPPLY CO	C
01	00035153	230.46	10/29/20	52949 IDEASTAGE PROMOTIONS LLC	C
01	00035154	208.25	10/29/20	100522 INTERMOUNTAIN FARMERS ASSOC / IFA	C
01	00035155	611.46	10/29/20	50270 IMAGING CONCEPTS OF NORTHERN UTAH, LLC	C
01	00035156	43.68	10/29/20	45560 LAKESHORE LEARNING MATERIALS	C
01	00035157	2,250.00	10/29/20	2917 LATINOS IN ACTION	C
01	00035158	904.16	10/29/20	33430 LEADING EDGE LAMINATING	C
01	00035159	5,670.00	10/29/20	37010 MANDARIN MATRIX INC	C
01	00035160	2,489.63	10/29/20	586159 MOUNTAIN STATE TEXTBOOK DEP	C
01	00035161	2,100.97	10/29/20	633340 OFFICE DEPOT	C
01	00035162	1,664.24	10/29/20	699420 PERMA BOUND BOOKS	C
01	00035163	1,043.85	10/29/20	44660 RACKMOUNT SOLUTIONS	C
01	00035164	2,589.04	10/29/20	110417 RESCO	C
01	00035165	4,540.58	10/29/20	103604 SCHOLASTIC EDUCATION	C
01	00035166	435.00	10/29/20	103604 SCHOLASTIC EDUCATION	C
01	00035167	793.82	10/29/20	101706 SCHOLASTIC STORE ONLINE	C
01	00035168	4.80	10/29/20	101816 SCHOOL SPECIALTY	C
01	00035169	7,635.00	10/29/20	110873 SOLUTION TREE	C
01	00035170	1,161.02	10/29/20	157371 STAPLES	C
01	00035171	491.53	10/29/20	16535 VEX ROBOTICS	C
01	00035172	15,294.00	10/29/20	109355 VOYAGER SOPRIS LEARNING	C
01	00035173	6,365.76	10/29/20	53252 WORKSPACE ELEMENTS	C
01	00035174	5,725.00	10/29/20	53996 ZYMAT DISTRIBUTORS	C
01	01101220	118,786.90	10/12/20	888540 US BANK	M
01	02102020	1,320.25	10/22/20	109177 UTAH DEPARTMENT OF WORKFORCE SERVICES	M
01	07103020	126,096.46	10/27/20	999070 HEALTH EQUITY INC	M
01	08103020	1,159,936.39	10/27/20	999005 UTAH STATE RETIREMENT FUND	M
01	09102020	123,803.47	10/27/20	999140 BANK OF UTAH	M
01	09103020	957,029.16	10/27/20	999140 BANK OF UTAH	M
01	91020201	21,389.40	10/27/20	999140 BANK OF UTAH	M
Total Bank No 01		4,837,911.19			
02	00100781	1,800.00	10/01/20	104321 BOX ELDER SCHOOL DISTRICT	C
02	00100782	100.00	10/08/20	14575 AIRMOTIVE SERVICE	C
02	00100783	2,000.00	10/08/20	104338 BOX ELDER HIGH SCHOOL	C
02	00100784	743.36	10/08/20	104321 BOX ELDER SCHOOL DISTRICT	C
02	00100785	361.95	10/08/20	53732 JOYLABZ LLC	C
02	00100786	1,383.37	10/22/20	38032 AMAZON CAPITAL SERVICES INC	C
02	00100787	802.80	10/22/20	104321 BOX ELDER SCHOOL DISTRICT	C
02	00100788	166.00	10/22/20	85559 CENTURY ELEMENTARY	C
02	00100789	167.00	10/22/20	586188 MOUNTAIN VIEW SCHOOL	C
02	00100790	167.00	10/22/20	612068 NORTH PARK SCHOOL	C
02	00100791	565.67	10/29/20	38032 AMAZON CAPITAL SERVICES INC	C
02	00100792	324.50	10/29/20	744 EDUCATIONAL INNOVATIONS INC	C
02	00100793	47.00	10/29/20	46396 EXPANDING EXPRESSION LLC	C
02	00100794	514.96	10/29/20	778870 GOPHER SPORT	C
02	00100795	286.00	10/29/20	16543 LANGUAGE DYNAMICS	C
Total Bank No 02		9,429.61			
11	01102612	87.30	10/01/20	102177 BRADY INDUSTRIES LLC	A
11	01102613	9,795.20	10/01/20	105301 CACHE VALLEY ELECTRIC INC	A
11	01102614	30.00	10/01/20	434 MAEGAN HEINER	A
11	01102615	129.00	10/01/20	47686 TNT ENGRAVING	A
11	01102616	1,805.46	10/01/20	100866 VALCOM	A
11	01102617	500.66	10/01/20	100590 WAXIE SANITARY SUPPLY	A
11	01102618	160.00	10/08/20	27561 A & Z PRODUCE	A

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Bank	Check No	Amount	Date	Vendor	Type
11	01102619	20.00	10/08/20	39670 CONNIE ANDERSON	A
11	01102620	30.00	10/08/20	29785 HENRY BAKER	A
11	01102621	15.00	10/08/20	3379 LINN BECK	A
11	01102622	1,229.07	10/08/20	101520 BELL JANITORIAL	A
11	01102623	30.00	10/08/20	48011 GAILE BINGHAM	A
11	01102624	30.00	10/08/20	49476 MICHAEL BOWEN	A
11	01102625	118.00	10/08/20	102177 BRADY INDUSTRIES LLC	A
11	01102626	30.00	10/08/20	45330 MEAGAN BRANCH	A
11	01102627	7,080.86	10/08/20	105301 CACHE VALLEY ELECTRIC INC	A
11	01102628	304.04	10/08/20	106437 CARSON ELEVATOR CO INC	A
11	01102629	730.00	10/08/20	108940 CERTIFIED INSPECTION SERVICES/ C MAEDGEN	A
11	01102630	30.00	10/08/20	110571 REBECCA COOK	A
11	01102631	4,726.20	10/08/20	728870 DOMINION ENERGY UTAH	A
11	01102632	30.00	10/08/20	28169 GREGORY J DUPUIS	A
11	01102633	40.00	10/08/20	106815 MAILEE FORREST	A
11	01102634	20.00	10/08/20	50075 ERIC FREEZE	A
11	01102635	1,055.60	10/08/20	111426 DARLA HANSEN	A
11	01102636	64.38	10/08/20	19780 COLLETTE HAWKES	A
11	01102637	684.87	10/08/20	49174 LANEY JENSEN	A
11	01102638	661.67	10/08/20	35092 MELISSA JONES	A
11	01102639	661.67	10/08/20	108194 LINDA KUNZLER	A
11	01102640	30.00	10/08/20	49999 BILLY MCFARLAND	A
11	01102641	40.00	10/08/20	10936 JONI MITCHELL	A
11	01102642	30.00	10/08/20	25640 RAMONA MORA	A
11	01102643	71.53	10/08/20	13250 AMY NORTON	A
11	01102644	2,365.58	10/08/20	35718 O C TANNER RECOGNITION COMPANY	A
11	01102645	52.20	10/08/20	43990 AUBREY PALMER	A
11	01102646	30.00	10/08/20	21105 DUANE RICE	A
11	01102647	30.00	10/08/20	45349 LADAWN RICHINS	A
11	01102648	1,439.59	10/08/20	47325 RIVERSIDE INSIGHTS	A
11	01102649	24.16	10/08/20	806220 ANGELA G SPENCER	A
11	01102650	74.00	10/08/20	15326 PEGGY SUE STEWART	A
11	01102651	2,354.29	10/08/20	110487 SUPERIOR FILTRATION PRODUCTS	A
11	01102652	2,408.06	10/08/20	100866 VALCOM	A
11	01102653	88.16	10/08/20	897640 RAFAEL VARGAS	A
11	01102654	22,786.52	10/08/20	100590 WAXIE SANITARY SUPPLY	A
11	01102655	30.00	10/08/20	28150 KARIE WEAVER	A
11	01102656	400.20	10/08/20	27219 LAURA WHEATLEY	A
11	01102657	654.71	10/08/20	109781 MICHELE GREEN	A
11	01102658	6.96	10/09/20	109781 MICHELE GREEN	A
11	01102659	3,166.80	10/09/20	111426 DARLA HANSEN	A
11	01102660	158.34	10/09/20	20079 MEGAN MORRIS	A
11	01102661	429.78	10/09/20	27588 MCKENZIE PONTIUS	A
11	01102662	1,763.20	10/09/20	897640 RAFAEL VARGAS	A
11	01102663	375.84	10/09/20	44075 LEANNE WRIGHT	A
11	01102664	1,176.75	10/22/20	101520 BELL JANITORIAL	A
11	01102665	899.18	10/22/20	134250 CEM SALES & SERVICE	A
11	01102666	2,913.95	10/22/20	728870 DOMINION ENERGY UTAH	A
11	01102667	853,555.35	10/22/20	107656 DWA CONSTRUCTION INC	A
11	01102668	1,477.84	10/22/20	111426 DARLA HANSEN	A
11	01102669	3,000.00	10/22/20	45900 MHTN ARCHITECTS INC	A
11	01102670	4,720.67	10/22/20	110487 SUPERIOR FILTRATION PRODUCTS	A
11	01102671	1,076.00	10/22/20	27570 UTAH TESTING & ENGINEERING	A
11	01102672	1,821.66	10/22/20	100866 VALCOM	A
11	01102673	523.42	10/22/20	100590 WAXIE SANITARY SUPPLY	A

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Bank	Check No	Amount	Date	Vendor	Type
11	01102674	456.54	10/29/20	101520 BELL JANITORIAL	A
11	01102675	88.76	10/29/20	102177 BRADY INDUSTRIES LLC	A
11	01102676	2,949.49	10/29/20	134250 CEM SALES & SERVICE	A
11	01102677	477.80	10/29/20	100590 WAXIE SANITARY SUPPLY	A
Total Bank No 11		944,046.31			
20	10400450	59.96	10/08/20	158220 COVER UP	C
20	10400451	47.23	10/27/20	53309 DEIDRE ORTIZ	C
20	10400452	110.30	10/28/20	106895 BADGER SCREEN PRINTING CO	C
Total Bank No 20		217.49			
22	13200574	520.08	10/01/20	38032 AMAZON CAPITAL SERVICES	C
22	13200575	189.97	10/01/20	104321 BOX ELDER SCHOOL DISTRICT	C
22	13200576	24.20	10/01/20	47953 SARAH CALL	C
22	13200577	12.00	10/01/20	27510 LINDSI FLORENCE	C
22	13200578	125.00	10/01/20	50270 IMAGING CONCEPTS OF NORTHERN UTAH, LLC	C
22	13200579	46.94	10/20/20	38032 AMAZON CAPITAL SERVICES	C
22	13200580	604.96	10/20/20	104321 BOX ELDER SCHOOL DISTRICT	C
22	13200581	273.20	10/20/20	105981 KRISTI N CAPENER	C
22	13200582	17.94	10/20/20	489240 KENTS MARKET PL/TREMONTON	C
Total Bank No 22		1,814.29			
23	13400593	136.79	10/21/20	104321 BOX ELDER SCHOOL DISTRICT	C
23	13400594	24.95	10/21/20	164108 CULLIGAN WATER CONDITIONING	C
23	13400595	125.98	10/21/20	489250 KENTS MARKET PL/BRIGHAM	C
Total Bank No 23		287.72			
24	13600918	644.40	10/06/20	104321 BOX ELDER SCHOOL DISTRICT	C
24	13600919	57.37	10/06/20	36080 TRISHA DAY	C
24	13600920	79.00	10/06/20	7013 FELDMAN'S	C
24	13600921	175.86	10/06/20	633340 OFFICE DEPOT	C
24	13600922	190.01	10/06/20	43567 PENCIL WHOLESale LLC	C
24	13600923	317.63	10/06/20	103604 SCHOLASTIC EDUCATION	C
24	13600924	327.64	10/20/20	104321 BOX ELDER SCHOOL DISTRICT	C
24	13600925	43.72	10/20/20	489240 KENTS MARKET PL/TREMONTON	C
24	13600926	72.57	10/20/20	633340 OFFICE DEPOT	C
24	13600927	48.96	10/20/20	25674 STUDIO R MEDIA	C
24	13600928	200.00	10/21/20	1457 U S POSTMASTER	C
Total Bank No 24		2,157.16			
25	15000672	28.27	10/21/20	104321 BOX ELDER SCHOOL DISTRICT	C
Total Bank No 25		28.27			
26	16400910	36.79	10/06/20	104321 BOX ELDER SCHOOL DISTRICT	C
26	16400911	44.86	10/06/20	15261 MARILYN STEWART	C
26	16400912	96.39	10/06/20	830460 TACO TIME/TREMONTON	C
26	16400913	37.79	10/06/20	42293 KERRI ZUNDEL	C
26	16400914	746.60	10/25/20	104321 BOX ELDER SCHOOL DISTRICT	C
26	16400915	42.14	10/25/20	13609 SHANNON ELLIS	C
26	16400916	283.08	10/25/20	489240 KENTS MARKET PL/TREMONTON	C
26	16400917	156.54	10/25/20	43567 PENCIL WHOLESale LLC	C
26	16400918	188.50	10/25/20	698980 PEPSI-COLA OF OGDEN	C
26	16400919	610.26	10/25/20	15180 CHRIS REES	C
26	16400920	30.00	10/25/20	110914 SUPERIOR WATER AND AIR INC	C
Total Bank No 26		2,272.95			
27	16600428	2,123.71	10/05/20	106895 BADGER SCREEN PRINTING CO	C
27	16600429	-60.48	10/22/20	999140 BANK OF UTAH	CV
27	16600430	318.83	10/22/20	104321 BOX ELDER SCHOOL DISTRICT	C

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Bank	Check No	Amount	Date	Vendor	Type
Total Bank No 27		2,382.06			
28	16701010	72.00	10/12/20	1 JANET KING	C
28	16701011	192.58	10/12/20	1 JENNIFER LEWIS	C
28	16701012	5,227.00	10/12/20	104321 BOX ELDER SCHOOL DISTRICT	C
28	16701013	40.70	10/12/20	14958 CULLIGAN	C
28	16701014	162.06	10/12/20	833 ELAN PUBLISHING COMPANY INC	C
28	16701015	192.60	10/12/20	633340 OFFICE DEPOT	C
28	16701016	65.00	10/12/20	22683 TK SECURE STORAGE	C
28	16701017	122.59	10/19/20	104321 BOX ELDER SCHOOL DISTRICT	C
28	16701018	336.98	10/19/20	489240 KENTS MARKET PL/TREMONTON	C
Total Bank No 28		6,411.51			
30	17200525	68.72	10/09/20	110337 MOUNT OLYMPUS WATERS	C
30	17200526	149.27	10/09/20	769715 SAM'S CLUB BUSINESS PAYMENTS	C
30	17200527	193.41	10/23/20	1 THREE MILE CREEK PTA	C
30	17200528	593.83	10/23/20	104321 BOX ELDER SCHOOL DISTRICT	C
Total Bank No 30		1,005.23			
31	18800301	1,843.00	10/13/20	698980 PEPSI-COLA OF OGDEN	C
31	18800302	52.06	10/14/20	39179 CANDICE HILL	C
31	18800303	58.00	10/19/20	39047 OUTBACK DIGITAL DESIGN	C
31	18800304	66.00	10/20/20	39179 CANDICE HILL	C
31	18800305	33.39	10/21/20	39179 CANDICE HILL	C
31	18800306	1,736.07	10/21/20	5223 SWIRE COCA-COLA	C
31	18800307	51.24	10/27/20	39179 CANDICE HILL	C
Total Bank No 31		3,839.76			
32	20000236	708.61	10/20/20	104321 BOX ELDER SCHOOL DISTRICT	C
32	20000237	396.37	10/20/20	19178 CHEAPER THAN SHIRT	C
32	20000238	468.63	10/20/20	12912 LIFETOUGH NSS	C
Total Bank No 32		1,573.61			
33	30402381	100.00	10/01/20	1 SARAH CALL	C
33	30402382	52.93	10/01/20	38032 AMAZON CAPITAL SERVICES INC	C
33	30402383	164.19	10/01/20	109248 J W PEPPER MUSIC	C
33	30402384	455.74	10/06/20	38032 AMAZON CAPITAL SERVICES INC	C
33	30402385	2.76	10/06/20	327480 GREER'S HARDWARE	C
33	30402386	17.89	10/06/20	109248 J W PEPPER MUSIC	C
33	30402387	2.49	10/12/20	1724 ACE HARDWARE TREMONTON	C
33	30402388	79.44	10/12/20	38032 AMAZON CAPITAL SERVICES INC	C
33	30402389	4,518.40	10/12/20	104321 BOX ELDER SCHOOL DISTRICT	C
33	30402390	863.51	10/12/20	489240 KENTS MARKET PL/TREMONTON	C
33	30402391	352.76	10/12/20	769715 SAM'S CLUB BUSINESS PAYMENTS	C
33	30402392	72.00	10/20/20	20818 ALICE C HARRIS LUNCH	C
33	30402393	384.15	10/20/20	38032 AMAZON CAPITAL SERVICES INC	C
33	30402394	1,949.80	10/20/20	106895 BADGER SCREEN PRINTING CO	C
33	30402395	136.00	10/20/20	104321 BOX ELDER SCHOOL DISTRICT	C
33	30402396	17.89	10/20/20	109248 J W PEPPER MUSIC	C
33	30402397	675.83	10/20/20	10901 WROUGHT IRON HANDICRAFTS INC	C
33	30402398	433.06	10/29/20	38032 AMAZON CAPITAL SERVICES INC	C
33	30402399	238.97	10/29/20	819370 CLASSICAL STRINGS / G WILHELMSSEN	C
33	30402400	711.07	10/29/20	714550 POSITIVE PROMOTIONS	C
33	30402401	76.63	10/29/20	157371 STAPLES	C
33	30402402	24.95	10/29/20	110914 SUPERIOR WATER AND AIR INC	C
33	30402403	12.99	10/29/20	5908 WALMART COMMUNITY	C
33	30402404	556.96	10/29/20	109463 WOODWIND AND BRASSWIND	C
Total Bank No 33		11,900.41			

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34	30802767	63.57	10/01/20	1 LaGrand Rees Richards	C
34	30802768	230.75	10/01/20	38032 AMAZON CAPITAL SERVICES INC	C
34	30802769	14.30	10/01/20	103289 BERT MURDOCK MUSIC	C
34	30802770	62.38	10/01/20	104321 BOX ELDER SCHOOL DISTRICT	C
34	30802771	533.70	10/01/20	5908 WALMART COMMUNITY	C
34	30802772	21.98	10/09/20	38032 AMAZON CAPITAL SERVICES INC	C
34	30802773	280.13	10/09/20	23698 BIO CORPORATION	C
34	30802774	380.00	10/09/20	42609 FIREHOUSE PIZZERIA	C
34	30802775	150.00	10/09/20	46353 HEATHER RENEE LYMAN	C
34	30802776	56.93	10/09/20	633340 OFFICE DEPOT	C
34	30802777	24.95	10/09/20	110914 SUPERIOR WATER AND AIR INC	C
34	30802778	250.62	10/14/20	38032 AMAZON CAPITAL SERVICES INC	C
34	30802779	26.00	10/14/20	489250 KENTS MARKET PL/BRIGHAM	C
34	30802780	270.55	10/14/20	633340 OFFICE DEPOT	C
34	30802781	8.20	10/14/20	702688 PETTY CASH	C
34	30802782	506.00	10/14/20	5070 SAVON	C
34	30802783	40.00	10/21/20	1 JACOB RASMUSSEN	C
34	30802784	1,230.66	10/21/20	38032 AMAZON CAPITAL SERVICES INC	C
34	30802785	775.96	10/21/20	106895 BADGER SCREEN PRINTING CO	C
34	30802786	174.66	10/21/20	104321 BOX ELDER SCHOOL DISTRICT	C
34	30802787	4.10	10/21/20	702688 PETTY CASH	C
34	30802788	161.70	10/21/20	5908 WALMART COMMUNITY	C
Total Bank No 34		5,267.14			
35	40402407	499.19	10/01/20	38032 AMAZON CAPITAL SERVICES INC	C
35	40402408	40.00	10/01/20	85748 BEAR RIVER MIDDLE SCHOOL	C
35	40402409	1,600.00	10/01/20	804825 DALE YOUNG COMMUNITY HIGH SCH	C
35	40402410	70.71	10/01/20	109704 FOLLETT SCHOOL SOLUTIONS	C
35	40402411	443.58	10/01/20	103961 INTERMOUNTAIN WOOD PRODUCTS	C
35	40402412	626.00	10/01/20	33200 SCHOOL CHECK IN	C
35	40402413	48.00	10/01/20	53759 SCOTT, MARIA	C
35	40402414	558.43	10/07/20	1724 ACE HARDWARE TREMONTON	C
35	40402415	108.36	10/07/20	27308 ADVANCED HARDWARE SUPPLY INC	C
35	40402416	104.60	10/07/20	109704 FOLLETT SCHOOL SOLUTIONS	C
35	40402417	144.28	10/07/20	327480 GREER'S HARDWARE	C
35	40402418	50.00	10/07/20	108803 JOANN MORTENSEN	C
35	40402419	103.93	10/13/20	1 SHANAN HALL	C
35	40402420	120.00	10/13/20	19178 CHEAPERTHANSHIRT	C
35	40402421	109.05	10/13/20	489240 KENTS MARKET PL/TREMONTON	C
35	40402422	450.00	10/13/20	53872 BRANTZEN NOBLE	C
35	40402423	2,975.47	10/22/20	104321 BOX ELDER SCHOOL DISTRICT	C
35	40402424	101.83	10/23/20	1 CANTRELL MAHONEY	C
35	40402425	101.83	10/23/20	1 LISA UNSWORTH	C
35	40402426	101.83	10/23/20	1 SARAH KALAI	C
35	40402427	191.78	10/23/20	27308 ADVANCED HARDWARE SUPPLY INC	C
35	40402428	546.58	10/23/20	38032 AMAZON CAPITAL SERVICES INC	C
35	40402429	9.68	10/23/20	999140 BANK OF UTAH	C
35	40402430	2,358.00	10/23/20	104321 BOX ELDER SCHOOL DISTRICT	C
35	40402431	634.60	10/23/20	180241 DEMCO INC	C
35	40402432	588.35	10/23/20	286060 FLINN SCIENTIFIC	C
35	40402433	76.33	10/23/20	101405 NAPA AUTO PARTS	C
35	40402434	861.41	10/23/20	157371 STAPLES	C
35	40402435	95.91	10/26/20	38032 AMAZON CAPITAL SERVICES INC	C
35	40402436	1,106.32	10/30/20	38032 AMAZON CAPITAL SERVICES INC	C
35	40402437	437.87	10/30/20	103961 INTERMOUNTAIN WOOD PRODUCTS	C

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Bank	Check No	Amount	Date	Vendor	Type
35	40402438	254.14	10/30/20	12890 NATIONAL EQUIPMENT CORPORATION	C
35	40402439	187.27	10/30/20	3590 JANET STARK	C
35	40402440	85.00	10/30/20	25674 STUDIO R MEDIA	C
Total Bank No 35		15,790.33			
36	40803280	357.06	10/07/20	1 ASHLEE PERKINS	C
36	40803281	120.09	10/07/20	1 AUDINE HAMBLIN	C
36	40803282	120.00	10/07/20	1 BRENT HOPPE	C
36	40803283	115.06	10/07/20	1 BURKE VALENTINE	C
36	40803284	1,119.97	10/07/20	38032 AMAZON CAPITAL SERVICES INC	C
36	40803285	1,367.00	10/07/20	104338 BOX ELDER HIGH SCHOOL	C
36	40803286	306.35	10/07/20	14320 LAMAR JOHNSON	C
36	40803287	596.33	10/07/20	576620 M & M TOOL AND MACHINERY	C
36	40803288	244.95	10/07/20	924370 WATKINS PRINTING	C
36	40803289	110.02	10/13/20	1 Amber Clark	C
36	40803290	106.03	10/13/20	1 Heidi Holladay	C
36	40803291	769.54	10/13/20	38032 AMAZON CAPITAL SERVICES INC	C
36	40803292	728.00	10/13/20	51055 BULK BOOKSTORE	C
36	40803293	39.27	10/13/20	489240 KENTS MARKET PL/TREMONTON	C
36	40803294	105.00	10/13/20	46353 HEATHER RENEE LYMAN	C
36	40803295	250.00	10/13/20	35955 PROMO PLUS	C
36	40803296	23.40	10/13/20	101816 PREMIER AGENDAS INC	C
36	40803297	93.84	10/13/20	19879 SHEET MUSIC PLUS	C
36	40803298	108.84	10/22/20	1 Jackie Newby	C
36	40803298	-108.84	10/28/20	1 Jackie Newby	CV
36	40803299	213.94	10/22/20	38032 AMAZON CAPITAL SERVICES INC	C
36	40803300	646.64	10/22/20	104321 BOX ELDER SCHOOL DISTRICT	C
36	40803301	1,090.52	10/22/20	489250 KENTS MARKET PL/BRIGHAM	C
36	40803302	179.00	10/22/20	49220 ROCKALINGUA INC	C
36	40803303	36.00	10/22/20	54062 SCREENCAST-O-MATIC	C
36	40803304	384.31	10/22/20	10731 SMITH'S CUSTOMER CHARGES	C
36	40803305	108.84	10/29/20	1 Jackie Newby	C
36	40803306	108.84	10/29/20	1 Jeremy & Julie Jones	C
36	40803307	128.00	10/29/20	1 Lared and Andria Hansen	C
36	40803308	141.50	10/29/20	38032 AMAZON CAPITAL SERVICES INC	C
36	40803309	141.36	10/29/20	101520 BELL JANITORIAL	C
36	40803310	1,277.82	10/29/20	19798 GREAT LENGTHS CLOTHING	C
36	40803311	925.99	10/29/20	103961 INTERMOUNTAIN WOOD PRODUCTS	C
36	40803312	3,000.00	10/29/20	2917 LATINOS IN ACTION	C
36	40803313	592.80	10/29/20	111790 SUNSTONE POTTERY	C
36	40803314	59.96	10/29/20	158220 COVER UP	C
36	40803315	1,094.64	10/29/20	5908 WALMART COMMUNITY	C
Total Bank No 36		16,702.07			
37	70410289	846.66	10/01/20	38032 AMAZON CAPITAL SERVICES INC	C
37	70410290	1,057.50	10/01/20	107102 BEAR RIVER BOWLING CENTER / THE GRILL	C
37	70410291	25.00	10/01/20	85738 BEAR RIVER HIGH SCHOOL	C
37	70410292	120.03	10/01/20	104321 BOX ELDER SCHOOL DISTRICT	C
37	70410293	1,308.50	10/01/20	104321 BOX ELDER SCHOOL DISTRICT	C
37	70410294	36.00	10/01/20	27618 CEDAR HIGH SCHOOL	C
37	70410295	400.00	10/01/20	6858 DIXIE HIGH SCHOOL	C
37	70410296	3,862.13	10/01/20	4790 HOME DEPOT CREDIT SERVICE	C
37	70410297	64.31	10/01/20	7099 LD PRODUCTS	C
37	70410298	1,542.24	10/01/20	46965 LITTLE REDS LLC	C
37	70410299	146.34	10/01/20	5916 PITNEY BOWES	C
37	70410300	142.08	10/01/20	5045 RSM FOOD SERVICE	C

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37	70410301	1,884.73	10/01/20	769715 SAM'S CLUB BUSINESS PAYMENTS	C
37	70410302	753.69	10/01/20	104233 STAKER PARSONS COMPANIES	C
37	70410303	290.00	10/01/20	53767 THUNDER MUSIC PRODUCTIONS, LLC	C
37	70410304	1,432.00	10/06/20	106895 BADGER SCREEN PRINTING CO	C
37	70410305	372.24	10/06/20	106055 BLICK ART MATERIALS	C
37	70410306	264.00	10/06/20	173340 DAR'S JJ WHITE BLACKSMITH	C
37	70410307	315.58	10/06/20	109248 J W PEPPER MUSIC	C
37	70410308	150.00	10/06/20	47007 SPANISH FORK HIGH SCHOOL	C
37	70410309	100.00	10/06/20	46647 TUCKER PORTER	C
37	70410310	380.00	10/06/20	28967 ROBOTICS ED & COMPETITION FOUNDATION	C
37	70410311	240.14	10/06/20	830460 TACO TIME/TREMONTON	C
37	70410312	1,075.20	10/06/20	18244 TENNIS WAREHOUSE	C
37	70410313	134.08	10/08/20	1 KIRSTEN NELSON	C
37	70410314	56.43	10/08/20	1724 ACE HARDWARE TREMONTON	C
37	70410315	983.93	10/08/20	38032 AMAZON CAPITAL SERVICES INC	C
37	70410316	5,330.00	10/08/20	104321 BOX ELDER SCHOOL DISTRICT	C
37	70410317	70.00	10/08/20	43044 ROBERT EPLING	C
37	70410318	145.53	10/08/20	327480 GREER'S HARDWARE	C
37	70410319	1,755.00	10/08/20	7242 PINNEAE GREENHOUSES	C
37	70410320	1,789.29	10/08/20	31348 QUALITY INN BLUFF STREET	C
37	70410321	188.00	10/08/20	11827 SNOW COLLEGE	C
37	70410322	380.67	10/08/20	16535 VEX ROBOTICS	C
37	70410323	145.95	10/14/20	6076 BAND SHOPPE	C
37	70410324	1,189.23	10/14/20	30015 BEST WESTERN TOWN & COUNTRY INN	C
37	70410325	175.00	10/14/20	104321 BOX ELDER SCHOOL DISTRICT	C
37	70410326	2,029.93	10/14/20	31658 BSN SPORTS	C
37	70410327	3,507.42	10/14/20	11304 CONCORD THEATRICALS CORP	C
37	70410328	150.00	10/14/20	53902 EVERYTHING YOUR HEART DESIRES	C
37	70410329	3,300.68	10/14/20	489240 KENTS MARKET PL/TREMONTON	C
37	70410330	570.00	10/14/20	53910 LETS PRINT IT	C
37	70410331	22.25	10/14/20	7161 MILLER GAS CO, INC	C
37	70410332	65.00	10/14/20	11924 MOUNTAIN CREST HIGH SCHOOL	C
37	70410333	1,872.00	10/14/20	4910 NATIONAL FFA ORGANIZATION	C
37	70410334	108.00	10/14/20	12467 OGDEN LITHO INC	C
37	70410335	399.00	10/14/20	33251 KATHRYN KUSTOM SEWING	C
37	70410336	133.00	10/14/20	39667 SIGN GYPSIES BOX ELDER	C
37	70410337	200.00	10/14/20	53880 RICHARD W SMITH	C
37	70410338	476.94	10/14/20	25674 STUDIO R MEDIA	C
37	70410339	284.42	10/14/20	830460 TACO TIME/TREMONTON	C
37	70410340	100.00	10/14/20	100686 UHSAA / UTAH HIGH SCHOOL ACT ASSOC	C
37	70410341	1,652.67	10/14/20	43176 WALTON FEED WEST, INC	C
37	70410342	560.70	10/14/20	48194 SARANONI	C
37	70410343	15.00	10/20/20	35519 AL'S TROPHIES & FRAMES, INC.	C
37	70410344	480.00	10/20/20	40363 CIO MEDICAL SERVICES	C
37	70410345	600.00	10/20/20	18970 DRAMATISTS PLAY SERVICE INC	C
37	70410346	240.00	10/20/20	53970 TIFFANY FAWSON	C
37	70410347	316.37	10/20/20	304217 GARLAND CITY	C
37	70410348	900.00	10/20/20	13420 HUDL	C
37	70410349	134.25	10/20/20	43893 ISTITCH	C
37	70410350	600.00	10/20/20	20001 METRO 57	C
37	70410351	110.90	10/20/20	7277 PIONEER ATHLETICS	C
37	70410352	705.00	10/20/20	53988 MIKE ROUNDY	C
37	70410353	976.92	10/20/20	7323 SQUARE ONE PRINTING	C
37	70410354	66.38	10/20/20	5193 STEVE REGAN CO	C
37	70410355	135.00	10/20/20	109476 UTAH FCCLA	C

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Bank	Check No	Amount	Date	Vendor	Type
37	70410356	687.30	10/22/20	38032 AMAZON CAPITAL SERVICES INC	C
37	70410357	5,497.37	10/22/20	106895 BADGER SCREEN PRINTING CO	C
37	70410358	7,079.68	10/22/20	104321 BOX ELDER SCHOOL DISTRICT	C
37	70410359	2,277.93	10/22/20	31658 BSN SPORTS	C
37	70410360	900.00	10/22/20	13420 HUDL	C
37	70410361	221.34	10/22/20	51764 JONES SHIRTS & SIGNS	C
37	70410362	300.00	10/22/20	41424 LUV-UR-SELFY	C
37	70410363	700.00	10/22/20	43699 MARCUS '4FX' WING	C
37	70410364	112.17	10/27/20	1 CLAY HANCOCK	C
37	70410365	20.00	10/27/20	1 JAMIE BLUEMEL	C
37	70410366	1,553.00	10/27/20	16209 CAST IRON CATERING COMPANY	C
37	70410367	775.00	10/27/20	12386 CHOURNOS PRINT SERVICES	C
37	70410368	1,102.50	10/27/20	11304 CONCORD THEATRICALS CORP	C
37	70410369	256.00	10/27/20	53902 EVERYTHING YOUR HEART DESIRES	C
37	70410370	617.08	10/27/20	286060 FLINN SCIENTIFIC	C
37	70410371	75.00	10/27/20	52817 LEXI LABRUM	C
37	70410372	100.00	10/27/20	28967 ROBOTICS ED & COMPETITION FOUNDATION	C
37	70410373	465.88	10/27/20	157371 STAPLES	C
37	70410374	68.00	10/27/20	35335 TECHNOLOGY STUDENT ASSOCIATION	C
37	70410375	1,940.00	10/27/20	50920 TRIBAL WEST LACROSSE	C
37	70410376	301.37	10/27/20	5908 WALMART COMMUNITY	C
37	70410377	3,095.00	10/27/20	17680 WORLD'S FINEST CHOCOLATE	C
37	70410378	37.99	10/27/20	32824 YES PRINT COPY N MORE, LLC	C
37	70410379	449.58	10/29/20	38032 AMAZON CAPITAL SERVICES INC	C
37	70410380	4,650.48	10/29/20	104321 BOX ELDER SCHOOL DISTRICT	C
37	70410381	2,750.00	10/29/20	104321 BOX ELDER SCHOOL DISTRICT	C
37	70410382	120.03	10/29/20	104321 BOX ELDER SCHOOL DISTRICT	C
37	70410383	320.00	10/29/20	19178 CHEAPERTHANSHIRT	C
37	70410384	311.71	10/29/20	54135 FASTSIGNS OF OGDEN	C
37	70410385	650.87	10/29/20	4790 HOME DEPOT CREDIT SERVICE	C
37	70410386	657.27	10/29/20	25674 STUDIO R MEDIA	C
37	70410387	35.00	10/29/20	110914 SUPERIOR WATER AND AIR INC	C
37	70410388	35.00	10/29/20	5290 UHSAA / UTAH HIGH SCHOOL ACT ASSOC	C
Total Bank No 37		88,025.86			
38	70809963	141.13	10/01/20	1 JASON SHOONMAKER	C
38	70809964	759.00	10/01/20	104321 BOX ELDER SCHOOL DISTRICT	C
38	70809965	78.18	10/01/20	31658 BSN SPORTS	C
38	70809966	1,990.00	10/01/20	19178 CHEAPERTHANSHIRT	C
38	70809967	1,655.41	10/01/20	158220 COVER UP	C
38	70809968	400.00	10/01/20	6858 DIXIE HIGH SCHOOL	C
38	70809969	267.85	10/01/20	103987 EWING IRRIGATION	C
38	70809970	655.00	10/01/20	51632 IMPACT APPLICATIONS, INC	C
38	70809971	100.00	10/01/20	36480 MEGAN RAE MIDGLEY	C
38	70809972	385.00	10/01/20	4901 NASSP	C
38	70809973	288.96	10/01/20	4960 OLD GRIST MILL BREAD	C
38	70809974	594.00	10/01/20	24953 PPG ARCHITECTURAL COATINGS	C
38	70809975	182.00	10/01/20	20230 SCOREBOARD SPORTS	C
38	70809976	1,817.00	10/01/20	5290 UHSAA / UTAH HIGH SCHOOL ACT ASSOC	C
38	70809977	100.00	10/01/20	110141 SCOTT G WOOD	C
38	70809978	137.60	10/06/20	1 JOE HARDY	C
38	70809979	32.00	10/06/20	1 KRISTA REED	C
38	70809980	212.64	10/06/20	112046 ACE HARDWARE - BRIGHAM	C
38	70809981	126.55	10/06/20	106055 BLICK ART MATERIALS	C
38	70809982	2,475.45	10/06/20	104321 BOX ELDER SCHOOL DISTRICT	C

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Bank	Check No	Amount	Date	Vendor	Type
38	70809983	1,280.00	10/06/20	108217 BRIGHAM CITY CORPORATION	C
38	70809984	59.54	10/06/20	43907 BRIGHAM GLASS	C
38	70809985	50.00	10/06/20	37672 EWELL EDUCATIONAL SERVICES INC	C
38	70809986	1,364.20	10/06/20	19810 INTEGRATED TECHNOLOGIES	C
38	70809987	11.99	10/06/20	109248 J W PEPPER MUSIC	C
38	70809988	89.76	10/06/20	4855 K&K BEARING	C
38	70809989	126.12	10/06/20	100359 NASCO MODESTO	C
38	70809990	513.45	10/06/20	4979 O'REILLY AUTOMOTOVE	C
38	70809991	55.82	10/06/20	4960 OLD GRIST MILL BREAD	C
38	70809992	263.10	10/06/20	23337 PREMIUM MEAT COMPANY	C
38	70809993	323.71	10/06/20	5215 SUPREME AUTOMOTIVE	C
38	70809994	1,928.50	10/06/20	18244 TENNIS WAREHOUSE	C
38	70809995	55.92	10/06/20	109804 WARD'S NATURAL SCIENCE	C
38	70809996	15.00	10/09/20	1 DIANA BROWN	C
38	70809997	614.18	10/09/20	1 KRISTIE MELANEY	C
38	70809998	210.00	10/09/20	10260 ADELE C YOUNG INTERM SCH	C
38	70809999	100.00	10/09/20	49786 GARY LEE HOOPER	C
38	70810000	566.49	10/09/20	103961 INTERMOUNTAIN WOOD PRODUCTS	C
38	70810001	97.16	10/09/20	633340 OFFICE DEPOT	C
38	70810002	75.00	10/09/20	30236 JARON PUTNAM	C
38	70810003	471.51	10/09/20	18007 ROCKY MOUNTAIN RUNNERCARD	C
38	70810004	100.00	10/09/20	7625 UHSTCA	C
38	70810005	3,834.27	10/09/20	5908 WALMART COMMUNITY	C
38	70810006	131.42	10/12/20	1 ELISHA WARD	C
38	70810007	25.42	10/12/20	1 KIM MCCUMBER	C
38	70810008	15.00	10/12/20	1 LEIA ISAACSON	C
38	70810009	131.42	10/12/20	1 SARA SMITH	C
38	70810010	131.42	10/12/20	1 TIM CHRISTOPHER	C
38	70810011	131.42	10/12/20	1 WILLIAM WATTERS	C
38	70810012	3,035.49	10/12/20	38032 AMAZON CAPITAL SERVICES INC	C
38	70810013	40.00	10/12/20	12815 BOX ELDER HIGH LUNCH	C
38	70810014	332.68	10/12/20	104321 BOX ELDER SCHOOL DISTRICT	C
38	70810015	1,422.81	10/12/20	17698 KBA	C
38	70810016	271.59	10/12/20	5223 SWIRE COCA-COLA	C
38	70810017	100.00	10/20/20	1 PRESTON OR KATELYN HARRIS	C
38	70810018	384.20	10/20/20	45500 BOX ELDER SCHOOL DISTRICT	C
38	70810019	32.50	10/20/20	106055 BLICK ART MATERIALS	C
38	70810020	104.94	10/20/20	31658 BSN SPORTS	C
38	70810021	3,378.90	10/20/20	19178 CHEAPERTHANSHIRT	C
38	70810022	560.00	10/20/20	40363 CIO MEDICAL SERVICES	C
38	70810023	420.00	10/20/20	109652 DREWES FLORAL & GIFTS	C
38	70810024	120.38	10/20/20	4790 HOME DEPOT CREDIT SERVICE	C
38	70810025	564.00	10/20/20	106568 IRON GATE CATERING	C
38	70810026	986.70	10/20/20	489250 KENTS MARKET PL/BRIGHAM	C
38	70810027	786.26	10/20/20	10731 SMITH'S CUSTOMER CHARGES	C
38	70810028	144.00	10/20/20	7536 JP MORGAN CHASE	C
38	70810029	129.86	10/20/20	53406 URBAN COTURE GROUP, LLC	C
38	70810030	468.28	10/20/20	1 ALICIA BOLDT	C
38	70810031	1,202.42	10/20/20	1 AMY BRAITHWAITE	C
38	70810032	234.14	10/20/20	1 ANGELA BURTON	C
38	70810033	234.14	10/20/20	1 ANGELA MILLSAP	C
38	70810034	234.14	10/20/20	1 ANGELA ZUNDEL	C
38	70810035	234.14	10/20/20	1 ANGIE CANNON	C
38	70810036	234.14	10/20/20	1 ANGIE GREENE	C
38	70810037	234.14	10/20/20	1 BLAINE NIELSON	C

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38	70810038	936.56	10/20/20	1 BRENT HANSEN	C
38	70810039	234.14	10/20/20	1 BRETT CRAGUN	C
38	70810040	234.14	10/20/20	1 BROOKE SEPULVEDA	C
38	70810041	234.14	10/20/20	1 CINDY SPENCER	C
38	70810042	234.14	10/20/20	1 DANI GRIESBACH	C
38	70810043	234.14	10/20/20	1 DANIELLE MOFFITT	C
38	70810044	1,202.42	10/20/20	1 DON WALLENTINE	C
38	70810045	234.14	10/20/20	1 EMILY DUTSON	C
38	70810046	234.14	10/20/20	1 GINA GILBERT	C
38	70810047	234.14	10/20/20	1 GINA RASMUSSEN	C
38	70810048	234.14	10/20/20	1 GRANT ROBERTSON	C
38	70810049	234.14	10/20/20	1 GREG LEMKE	C
38	70810050	234.14	10/20/20	1 HEATHER CUMMINGS	C
38	70810051	234.14	10/20/20	1 HEATHER MILLBURN	C
38	70810052	468.28	10/20/20	1 HEIDI ANDERSON	C
38	70810053	443.04	10/20/20	1 HEIDI ROPER	C
38	70810054	1,202.42	10/20/20	1 JEFF SCOTT	C
38	70810055	234.14	10/20/20	1 JENALYNN LANGFORD	C
38	70810056	234.14	10/20/20	1 JENNIFER FRANCIS	C
38	70810057	234.14	10/20/20	1 JERI BENSON	C
38	70810058	234.14	10/20/20	1 JESSICA STRAIT	C
38	70810059	234.14	10/20/20	1 JILL ROMRIELL	C
38	70810060	1,202.42	10/20/20	1 JOHN HUFF	C
38	70810061	1,202.42	10/20/20	1 JOHN PETT	C
38	70810062	234.14	10/20/20	1 JOSHUA JENSEN	C
38	70810063	718.28	10/20/20	1 JOSI KILPACK	C
38	70810064	234.14	10/20/20	1 JULIE COCHRAN	C
38	70810065	234.14	10/20/20	1 KAREN CRONIN	C
38	70810066	718.28	10/20/20	1 KASSI CAPENER	C
38	70810067	234.14	10/20/20	1 KATIE JOHNSON	C
38	70810068	234.14	10/20/20	1 LAUREL BUTTS	C
38	70810069	234.14	10/20/20	1 LAURI BAIRD	C
38	70810070	234.14	10/20/20	1 LAURIE DEWBERRY	C
38	70810071	234.14	10/20/20	1 LEANNE BROCKBANK	C
38	70810072	234.14	10/20/20	1 LEE PERRY	C
38	70810073	234.14	10/20/20	1 LISA HARDIN	C
38	70810074	234.14	10/20/20	1 LORI LUND	C
38	70810075	234.14	10/20/20	1 MARIANNE CRAYNOR	C
38	70810076	234.14	10/20/20	1 MARIE WEBRE	C
38	70810077	234.14	10/20/20	1 MATTHEW CHECKETTS	C
38	70810078	234.14	10/20/20	1 MELISSA HUNTSMAN	C
38	70810079	234.14	10/20/20	1 MELISSA MCARTHUR	C
38	70810080	234.14	10/20/20	1 MICHELLE SMITH	C
38	70810081	234.14	10/20/20	1 MICHELLE VANCE	C
38	70810082	234.14	10/20/20	1 MISA FINDLAY	C
38	70810083	234.14	10/20/20	1 NANCY MOYLE	C
38	70810084	468.28	10/20/20	1 NATALIE HAYNIE	C
38	70810085	234.14	10/20/20	1 NICOLE REEDER	C
38	70810086	234.14	10/20/20	1 OFA TONGA	C
38	70810087	702.42	10/20/20	1 PATTI BENNION	C
38	70810088	234.14	10/20/20	1 PAULA QUINTERO	C
38	70810089	234.14	10/20/20	1 PEGGY BODILY	C
38	70810090	468.28	10/20/20	1 RACHAEL WILDING	C
38	70810091	234.14	10/20/20	1 REED HADDOCK	C
38	70810092	1,202.42	10/20/20	1 ROB LINDSEY	C

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38	70810093	234.14	10/20/20	1 RONALD TERRY	C
38	70810094	234.14	10/20/20	1 SHANTELE WALKER	C
38	70810095	234.14	10/20/20	1 SHERRI ROBINSON	C
38	70810096	234.14	10/20/20	1 SHIREE CASE	C
38	70810097	234.14	10/20/20	1 TAWNIE MARTIN	C
38	70810098	468.28	10/20/20	1 TIFFANY DAINES	C
38	70810099	234.14	10/20/20	1 TINA SMITH	C
38	70810100	234.14	10/20/20	1 TYRA BISCHOFF	C
38	70810101	234.14	10/20/20	1 VALERIE LOTT	C
38	70810102	234.14	10/20/20	1 VICTORIA TAYLOR	C
38	70810103	130.55	10/22/20	1 LORENA ARGUELLO	C
38	70810104	8,712.99	10/22/20	104321 BOX ELDER SCHOOL DISTRICT	C
38	70810105	408.00	10/22/20	54038 ELEVATION DANCE COMPETITION	C
38	70810106	500.00	10/22/20	47635 EPIC PRODUCTIONS LLC	C
38	70810107	320.00	10/22/20	39730 HAYLET GUNTER	C
38	70810108	318.49	10/27/20	1 CHRISTOPHER KYLE	C
38	70810109	636.00	10/27/20	106895 BADGER SCREEN PRINTING CO	C
38	70810110	1,559.44	10/27/20	104321 BOX ELDER SCHOOL DISTRICT	C
38	70810111	80.00	10/27/20	54097 TRENT HOOPER	C
38	70810112	1,600.00	10/27/20	4871 LOGAN HIGH SCHOOL	C
38	70810113	848.00	10/27/20	8184 KIM PETERSON	C
38	70810114	92.00	10/27/20	23337 PREMIUM MEAT COMPANY	C
38	70810115	1,889.73	10/27/20	5045 RSM FOOD SERVICE	C
38	70810116	952.50	10/27/20	20010 SWIM CAPZ	C
38	70810117	1,500.00	10/27/20	110889 THE DUTCH OVEN SHOPPE / M BODILY	C
38	70810118	50.00	10/27/20	7641 UGBCA	C
38	70810119	50.00	10/27/20	7609 UTAH FBLA-PBL	C
38	70810120	750.00	10/27/20	53961 VATA HAT CO, LLC	C
38	70810121	202.50	10/27/20	38210 WEBER COUNTY CORPORATION	C
38	70810122	101.74	10/27/20	8273 MELANIE WILLIAMS	C
Total Bank No 38		85,106.32			

Total Manual Checks	2,508,362.03
Total Computer Checks	3,027,356.21
Total ACH Checks	944,046.31
Total Other Checks	.00
Total Electronic Checks	.00
Total Computer Voids	-443,595.26
Total Manual Voids	.00
Total ACH Voids	.00
Total Other Voids	.00
Total Electronic Voids	.00

Grand Total 6,036,169.29

Number of Checks 882

Batch Yr	Batch No	Amount
21	000199	8,934.78
21	000292	3,201.00
21	000428	15,181.43
21	000480	-210.00
21	000483	4,802.86
21	000558	35,907.93
21	000621	91,709.94
21	000622	17,878.27

A/P Summary Check Register

FPREG01A

<u>Bank</u>	<u>Check No</u>	<u>Amount</u>	<u>Date</u>	<u>Vendor</u>	<u>Type</u>	
				Batch Yr	Batch No	Amount
				21	000623	9,025.88
				21	000624	88,690.91
				21	000625	9,770.00
				21	000626	2,161.95
				21	000643	317.12
				21	000644	3,327.48
				21	000645	9,413.53
				21	000650	871.25
				21	000651	904.70
				21	000652	12,479.21
				21	000662	261,236.96
				21	000663	25,549.02
				21	000664	30,868.40
				21	000665	125,125.70
				21	000666	945.12
				21	000667	2,843.36
				21	000678	2,123.71
				21	000690	476.39
				21	000693	9,106.35
				21	000694	4,329.16
				21	000695	1,464.27
				21	000701	215.83
				21	000708	4,346.81
				21	000718	965.67
				21	000727	10,832.93
				21	000729	59.96
				21	000733	11,805.65
				21	000739	6,083.61
				21	000742	913.99
				21	000744	217.99
				21	000749	5,668.67
				21	000750	5,816.60
				21	000754	5,951.94
				21	000760	782.98
				21	000761	2,225.10
				21	000762	16,381.49
				21	000765	1,843.00
				21	000767	-60.48
				21	000770	1,061.37
				21	000778	560.70
				21	000779	52.06
				21	000788	59,506.58
				21	000789	120,247.52
				21	000790	83,639.05
				21	000791	145,739.06
				21	000792	855,412.65
				21	000793	2,733.17
				21	000800	58.00
				21	000803	459.57
				21	000807	492.89
				21	000808	3,235.67
				21	000809	943.04
				21	000812	5,279.82
				21	000814	7,711.74
				21	000817	66.00
				21	000820	26,420.48
				21	000824	1,573.61
				21	000825	33.39
				21	000826	2,387.08
				21	000827	28.27
				21	000836	1,736.07
				21	000849	200.00
				21	000850	287.72

A/P Summary Check Register

FPREG01A

<u>Bank</u>	<u>Check No</u>	<u>Amount</u>	<u>Date</u>	<u>Vendor</u>	<u>Type</u>	
				Batch Yr	Batch No	Amount
				21	000858	17,663.62
				21	000859	318.83
				21	000860	2,550.41
				21	000861	10,071.54
				21	000862	2,975.47
				21	000864	787.24
				21	000870	5,572.22
				21	000875	305.00
				21	000880	3,450,119.37
				21	000883	2,057.12
				21	000884	84,604.03
				21	000885	9,222.93
				21	000886	22,849.24
				21	000887	91,101.32
				21	000889	1,691.13
				21	000895	95.91
				21	000896	47.23
				21	000899	118,786.90
				21	000900	10,630.40
				21	000903	2,054.63
				21	000906	10,518.99
				21	000914	51.24
				21	000916	110.30
				21	000923	6,425.15
				21	000927	1,154.60
				21	000928	9,979.94
				21	000940	2,070.60

**2020-2021 Box Elder School District
LEA Specific Licenses**

Wednesday, November 11, 2020

Requesting Board Approval

Name		School	# of Years Requesting
Jason	Bingham	BEHS	3
Wayne	Burrell	BEHS	3
Kristine	Harding	BEHS	3
Thomas	Davidson	BEHS	3
Carol	Dittli	BEHS	3
Corey	Thompson	BEHS	3
Scott	Walker	BEHS	3
Jeremy	Briggs	BEMS	3
Vanica	Crane	BEMS	3
Kolt	Lund	BEMS	1
Alan	Park	BEMS	3
Michael	Jensen	BRHS	3
Steven	Littlefield	BRHS	3
Sanford	Macsparran	BRHS	3
Shaun	Norton	BRHS	3
Holly	Veibell	BRHS	3
Alex	Gilmore	BRMS	3
Ryan	Hannah	BRMS	3
Duane	Runyan	BRMS	3
Lisa	Beard	DYCH	3
Craig	Long	DYCH	3
Sarah	Call	Fielding	3
Tiffany	Law	Mountain View	3
Lynette	Braegger	Garland	1
Erika	Bywater	Harris	3
Daniel	Francom	Harris	3
Victor	Garcia	Harris	3
Megan	Leavitt	Harris	3
Kylee	Grow	McKinley	3
Destry	Larsen	Lake View	3
Hallie	Kunzler	Park Valley	3
Kelly	Kunzler	Park Valley	3
Michele	Bowden	Young	3
Carrie	Greer	Young	3
Emily	Jensen	Young	3
Nicole	Tucker	Young	3
Penny	Wallace	Young	3

For November 11, 2020 Board Meeting

Leaving the District

<i>Site</i>	<i>Employee</i>	<i>Position</i>	<i>Reason</i>
Moutain View	Julie Coleman	Special Ed Teacher	Resigned
Fielding	Beth Stamey	Teacher	Retired
Garland	Marchel Bourne	Literacy Para	Retired
ACHI	Megan Tarbet	Teacher	Resigned

Suggestions for Future Board Meetings

December 9, 2020 – (tentative)

- Approval of New Courses
- Public Comment on School Fees
- Construction Report – Corey Thompson
- Policy Review

January 13, 2021 – (tentative)

- Administration of Oath of Office
- Vote for Board President and Vice President
- Public Comment on School Fees
- Construction Bid Approval – Corey Thompson
- SHARP Survey Results
- DLI Achievement Data
- ACT and AP Data
- Review of Policies 1034 Board of Education Code of Conduct and 1035 Board Member Ethics
- Construction Report – Corey Thompson
- Board Committee Assignments Discussion
- Policy Review

February 10, 2021 – (tentative)

- Approval of New 2 Year Contract for Business Administrator
- Approval of School Fees
- Construction Report – Corey Thompson
- Policy Review

March 10, 2021 – (tentative)

- Negotiations Team Approval – Keith Meham
- Construction Report – Corey Thompson
- Legislative Update – Steve Carlsen
- Policy Review

April 14, 2021 – (tentative)

- Classified Employee Recognitions
- Board Graduation Assignments
- College and Career Readiness Counseling Program (CCRCP) Approval – Alison Williams
- Construction Report – Corey Thompson
- FY 2022 Capital Improvement Plan – Corey Thompson
- School Lunch Report – Candace Parr
- Cenergistic Report – Mike Clark
- Approval of TSSA Plans – Gary Allen and Keri Greener

- Policy Review

May 12, 2021 – (tentative)

- Retiree Reception and Recognition
- Administrative Association Recognitions
- Approval of School Land Trust Plans – Gary Allen and Keri Greener
- Approval of 2021-22 Board Meeting Calendar
- Construction Report – Corey Thompson
- Policy Review

June 9, 2021 – (tentative)

- Budget Hearing – Rod Cook
- Approval of Budget – Rod Cook
- Approval of 2021-22 Tax Rates – Rod Cook
- Approval of Internal and Independent Auditors – Rod Cook
- MBA Meeting – Rod Cook
- Pick-up Contributions for Members of Contributory Retirement System – Keith Mecham
- Tentative Ratification of Negotiated Agreement with BEEA – Keith Mecham
- Tentative Ratification of Negotiated Agreement with BESPAs – Keith Mecham
- Declaration of Open Enrollment Schools – Keith Mecham
- Construction Report – Corey Thompson
- Policy Review

July 14, 2021 – (tentative)

- Internal and Independent Audit 2020-2021 – Rod Cook
- Approval of Sex Education Committee – Gary Allen
- Construction Report – Corey Thompson
- Long Term Capital Development Plan – Corey Thompson
- 2021-22 TSSA Plan Results – Gary Allen and Keri Greener
- Policy Review

August 11, 2021 – (tentative)

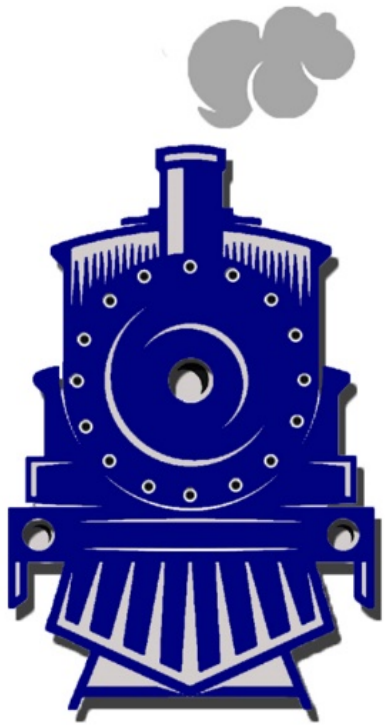
- Approval of Early Literacy Plan – Keri Greener
- Construction Report – Corey Thompson
- Policy Review

September 8, 2021 – (tentative)

- Walmart Grants Presentation
- Swearing in of Student Board Member
- Construction Report – Corey Thompson
- Policy Review

October 13, 2021 – *(tentative)*

- October 1 Enrollment Report – Keith Mecham
- Exemption from Compulsory Attendance (Home School) – Steve Carlsen
- DLI Achievement Data – Jeremy Young
- School/District Report Cards – Jeremy Young
- Construction Report – Corey Thompson
- Policy Review



**BOX ELDER
SCHOOL DISTRICT**

Learning is Everything

BOX ELDER SCHOOL DISTRICT
BOARD OF EDUCATION
HANDBOOK

REVISED
OCTOBER 9, 2019
BOX ELDER SCHOOL DISTRICT

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BOARD OF EDUCATION HANDBOOK INTRODUCTION

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

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

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

Authority and Responsibilities of the Board

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

Principles of Board Leadership

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

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

[Utah Code § 53G-4](#)

Making School Board Decisions

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

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

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

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

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

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

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

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

- implement the core curriculum
- administer tests,
- implement training programs,
- enroll children in school,
- establish school libraries, and

- establish school safety traffic committees
- ensure that school community councils receive the required annual training and review and approve the school improvement plans developed by the school community councils.

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

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

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

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

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

Holding Closed Meetings

A closed meeting may be held if:

1. A quorum is present.
2. The meeting is an open meeting for which specific notice for a closed meeting has been given with the stated purpose defined.

3. Two-thirds of the members present vote to close the meeting. Voting must be taken by roll call. Name and vote.

Minutes of the closed meeting shall contain:

1. Reason for holding the meeting.
2. Location of the meeting.
3. Vote by name, of each member of the board, either for or against the motion to hold the closed meeting.

Purpose of a closed meeting:

1. Discussion of the character, professional competence, or physical or mental health of individual.
2. Strategy sessions to discuss collective bargaining.
3. Strategy sessions to discuss pending or reasonably imminent litigation.
4. Strategy sessions to discuss the purchase, exchange, or lease of real property including any form of a water right or water shares if public discussion of the transaction would:
 - a. Disclose the appraisal or estimated value of the property under consideration; or
 - b. Prevent the board from completing the transaction on the best possible terms.
5. Strategy sessions to discuss the sale of real property, including any form of water right or water shares if public discussion of the transaction would:
 - a. Disclose the appraisal or estimated value of the property under consideration; or
 - b. Prevent the board from completing the transaction of the best possible terms.
6. Discussion regarding deployment of security personnel, devices or systems.
7. Investigative proceedings regarding allegations of criminal misconduct.

A Board may not interview a person applying to fill an elected position in a closed meeting.

Record of closed meetings:

1. A recording shall be made of the closed portion of the meeting.
2. Detailed written minutes may be kept that disclose the content of the closed portion of the meeting.
3. A recording of a closed meeting shall be complete and unedited from the commencement of the closed meeting through adjournment.
4. The recording and any minutes of a closed meeting shall include:
 - a. Date, time, and place of the meeting.
 - b. Name of the members present and absent.
 - c. Names of all others present except where the disclosure would infringe on the confidentiality necessary to fulfill the original purpose of the closing the meeting.
5. No recording or minutes will be taken if the purpose of the closed meeting is for the discussion of the character, professional competence, or physical or mental health of an individual.

- a. A sworn statement must be signed by the presiding member of the board that the sole purpose for closing the meeting was to discuss the character, professional competence, or physical or mental health of an individual.

Collaborative Relationships: Shared Governance

The Box Elder County School District Board of Education has the exclusive right and responsibility to determine the goals and direction of the schools and use all its resources to achieve such goals, within the bounds of state and federal law and rules of the Utah State Board of Education.

Box Elder School District is a complex organization, which can succeed only if we enlist the energy, creativity, and effort of many people to accomplish our goals. The board believes that ideal conditions for student learning can be realized when shared governance is thoughtfully used to support student achievement.

Board decisions should accurately reflect the public's interests. Statutes of the state of Utah require local school boards to make decisions by majority vote; thus the obligation to seek consensus under shared governance does not bind the board in its decision-making.

The board delegates to school sites and departments the right to make some decisions using the shared governance process. Site-based decisions must conform to legal requirements, state and federal rules and regulations, the district's Student Achievement Plan, policies, procedures, guidelines, and contractual obligations, including negotiated employee agreements.

Essentials of A Professional Learning Community

- A. The Superintendent and district administrators will ensure that all of the schools in the district function as professional learning communities. Professional learning communities are defined as educators committed to working collaboratively in ongoing processes of collective inquiry and action research to achieve better results for the students they serve. Professional learning communities operate under the assumption that the key to improved learning for students is continuous, job-embedded learning for educators.
 1. The Board, district, and school administrators will ensure that time is available, within the contract day, for educators to meet together regularly in collaborative teams.

2. District/school administrators will ensure this time is reserved for activities directly related to the process of collective inquiry and action research to achieve better achievement results for our students.
3. Collaborative teacher teams will focus on the following four questions:
 - a. What is it that our students are expected to know and do?
 - b. How will we know if they know and can do what is expected?
 - c. How will we respond if they don't know and can't do what is expected?
 - d. How will we respond if they already know and can do it?

District and school administrators will ensure that ongoing training and professional learning opportunities are provided to ensure that all Box Elder School District educators are proficient in the philosophies and practices related to professional learning communities/collaborative teacher teams.

Authority of Individual Board Members

Power belongs not to individual members of a Board of Education but to the Board of Education acting as a corporate body through collective action. Board members have authority only when acting as a Board of Education in a legally constituted session, with a quorum present. The statement or action of an individual member or group of members of the Board of Education does not bind the Board of Education itself, except when that statement or action is specifically authorized by an official act of the board. This does not preclude individual board members from representing the board at meetings and ceremonial events or speaking to constituent groups in their capacity as board members.

Nominations and Elections for Board Leadership

Nominations

- A. An office must be created by Board Policy or by a motion to that effect before it can be filled by election or otherwise.
- B. The Board President must call for nominations.
- C. Nominations do not require a second. However, any number of persons may second a given nomination just to show their support of that nominee.
- D. The motion "to close nominations" is not in order until the assembly is ready to close nominations.
 1. When there are two or more nominees for the office the motion to close nominations requires a two-thirds vote. (This motion must be seconded.)
 2. A negative vote on the motion signifies that there are additional nominations forthcoming.
 3. If and when there are no further nominations the Board President may then put the motion to close nominations to a vote without waiting for a second.

Elections

- A. Elections and nominations must conform to the procedure prescribed by the Utah State Law and Board Policy.
- B. In case of a tie vote, the election is decided by lot unless the organization adopts a motion to do otherwise.
- C. Elections are decided by a roll call vote, not by secret ballot. Election to the office is determined by a simple majority.

Board Leadership Responsibilities

The board president will:

- 1. Conduct meetings of the board in accordance with law and policy.
- 2. Communicate regularly with the superintendent, business administrator, and members of the board to set meeting agendas, facilitate the flow of necessary information, and respond to community issues and queries.
- 3. Sign legal assurances, correspondence, and contracts on behalf of the board as required by law, policy, or vote of the board.
- 4. Represent the board, or designate others to represent the board, as requested, in executive meetings with community and business leaders or elected officials to promote perform their duties.

The board vice president will:

- 1. Advise and assist the president as needed.
- 2. Substitute for the president as required.
- 3. Attend meetings with or at the request of the president and superintendent.
- 4. Keep the board appropriately informed of issues or data that would help members

Board leadership may speak for the board, or designate others to speak for the board, when requested to do so by vote or consensus of the board communication, without binding the board to a specific decision or position.

New Board Member Orientation

Following the election or appointment of new members, the superintendent and board leadership will provide for an orientation, as to the board's operation and processes, the working relationships with the Superintendent of Schools and staff of the Box Elder School District, and substantive background information pertaining to school system issues and procedures. A copy of this handbook will be provided online. New board members are also encouraged to attend the orientation session organized by the Utah School Boards Association (USBA).

Board of Education Code of Conduct

The members of the Board of Education agree to abide by the following norms of behavior, both as they govern the conduct of board meetings and as they govern the actions of individual board members. These norms will provide an orderly way to conduct public business, promote an atmosphere of mutual respect, and establish a level of expectation for those who aspire to become school board members in the future.

Board members shall:

1. Represent the Board with dignity, honesty, and integrity.
2. Attend meetings regularly, prepared, professional, engaged, and dedicated to accomplishing and adhering to the agenda.
3. Support efforts to focus on the important matters, remembering that the student is always our most important matter.
4. Communicate effectively, early, and often with each other and with others concerned, seeking to make your own ideas clear while respecting the different opinions of others.
5. Be loyal to the Board and work to achieve unity by supporting its decisions, even though you may personally espouse a different view.
6. Value civility and avoid contention realizing conflict on some issues is inherent and not undesirable.
7. Represent and seek to understand the needs of all students, staff and citizens in the District without partisanship.
8. Work effectively with the Superintendent, and through him/her, with the staff throughout the District.
9. Develop and improve Board skills by establishing goals, measuring progress, and participating in a variety of training opportunities
10. If at all possible Board members should notify the Superintendent or the Board President well in advance of any concerns or questions regarding the Board agenda so that they can be resolved in advance if possible.

Board Member Commitments and Ethics

The Board and its members commit to standards of conduct that are consistent with the public trust placed in elected officials. Accordingly, the Board and its members will:

1. Strive to make policies that promote the educational growth and development of all students;
2. Endeavor to appoint the most competent person available as superintendent of schools and hold that superintendent responsible for carrying out the vision, mission, and goals of the District in the administration of its schools;

3. Support and allow administrators, teachers, and staff to function in their authorized capacities while holding employees responsible for carrying out the District's vision, mission, and goals in their respective roles;
4. Seek to employ the best qualified personnel available without regard to race, color, sex, pregnancy, religion, national origin, age, marital status, disability, sexual orientation, or gender identity—except when justified to meet a bona fide occupational requirement (see 20 U.S.C. 1681 et seq.; Utah Code § 34A-5 et seq.);
5. Promulgate policies and procedures dedicated to maintaining a learning and working environment in the District free of discrimination and unlawful harassment, including sexual harassment;
6. Promulgate policies and procedures that ensure operational transparency, including directing employees to maintain, manage, and where appropriate, produce records consistent with federal and state laws (see 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and Utah Code § 53E-9 et seq.);
7. Attend Board meetings, insofar as possible, being informed and prepared to discuss and act upon the items on the Board agenda;
8. Conduct Board business in compliance with the Utah Open Meetings Act (Utah Code § 52-4-1 et seq.);
9. Exercise Board authority exclusively to perform legislative and judicial functions;
10. Encourage free expression of opinion and seek regular communication and feedback from the public;
11. Work toward consensus in Board decision making and foster respectful and civil working relationships with other Board members and with the superintendent and District staff while recognizing the value of diverse perspectives and differences of opinion; and
12. Strive to be effective educational leaders by participating in professional development, studying education issues, fulfilling assigned Board duties, building relationships with community organizations and leaders, communicating with constituents, and advocating for public education.

A. Board of Education Code of Ethics

1. Members of the Board may receive compensation for services and necessary expenses in accordance with Utah Code § 53G-4-204. For purposes of Utah Retirement Systems (URS) coverage, however, duly elected members of the Board are classified as part-time employees and ineligible for URS benefits.
2. Members of the Board may not use their position, or information acquired by reason of their position, for any improper or unlawful purpose including substantially furthering personal economic interests or securing special privileges or benefits for themselves or others that would impair the members' independent judgement or interfere with the ethical performance of the members' duties in

violation of Utah Code, § 67-16-4.

3. The Board will officially accept gifts and donations on behalf of the District; such acceptance, however, shall not obligate the Board to act in any way contrary to the best interests of students and the public. Further, the Board or its members shall not request, demand, or accept personally or on behalf of the District, a loan, donation, gift of substantial value, or an economic benefit tantamount to a gift in violation of Utah Code §§ 67-16-5 to 5.6
4. The Board and its members shall not misappropriate or misuse public funds or resources and shall be responsible fiscal managers of public funds. Expenditure of public funds shall only be made in accordance with federal or state law and District policies.
5. Members of the Board shall disclose any compensation or any position (whether officer, director, agent, employee, or owner of a substantial interest) in any business entity that does business with or is subject to the regulations governing the District or other public agency in a sworn affidavit and file it with the state attorney general, the District, and any other agency involved in the business or transaction consistent with Utah Code §§ 67-16-6 to 8. Further, members of the Board shall have no personal investments and/or conduct any business creating a substantial conflict of interest between Board members' private interests and their public duties in violation of Utah Code § 67-16-9.
6. Members of the Board shall maintain the confidentiality of information obtained in executive session or other confidential information otherwise obtained in an official capacity.
7. Members of the Board have no individual authority to act on behalf of the Board and the Board only exercises its authority as a body by taking official action through voting in a duly scheduled Board meeting. Individual Members of the Board should not speak on behalf of the Board without prior Board approval.

Members of the Board shall abide by state and federal laws and District policies and refrain from personal or professional conduct that would bring censure, ridicule, damage, or reproach upon the Board or the District.

Disciplining Board Members

If a member of the Board of Education violates the Code of Conduct or the ethical assurances outlined in Board [Policies 1034](#) and [1035](#), the board president and vice president will speak to that member about his or her responsibilities. If disruptive or destructive behavior occurs, the board may issue a formal reprimand by a vote of five members.

Policies Governing the Board

Detailed information about the board's process of conducting meetings and other guidance around board operation can be found in [School Board Policy Article 1](#).

Links to other helpful resources, including specific citations to Utah Code, are included with the appropriate policy on the district's website.

Guidelines and Parliamentary Motions

The following guidelines and examples have been taken from the Utah School Boards Association book titled *Coming to Order*, which is available on the USBA website. The Box Elder School District Board of Education appoints a Business Administrator who serves as the board's parliamentarian:

1. A board should agree on and adopt an agenda format that it will follow at regular meetings.
2. Action items on the agenda require:
 - a motion by a board member,
 - a second to the motion (required by most boards but not all),
 - a discussion of the motion by board members, and
 - a vote by board members.
3. Other than the consent agenda, each motion should be limited to one idea or issue.
4. No new motion may be made while another is being discussed.
5. A motion may be amended and votes on the amendments must be taken before acting on the original motion.
6. Before a vote on a main motion is taken, business can be interrupted by a motion:
 - to table the main motion,
 - to postpone action,
 - to refer the motion to a committee,
 - to withdraw it from consideration, or
 - to adjourn the meeting.

The subsidiary motions must be disposed of prior to action on the main motion.
7. Debate can be closed formally with a motion to move the question and a two-thirds affirmative vote.
8. When a Board member wishes to speak in board meeting, he/she should request to be recognized by the Board President before speaking. He/she may gain recognition by the President by raising a hand or speaking audibly, "Mr./Mrs. President". Once recognized the Board member should address the Board.

9. When the president senses the discussion has ended, a vote may be taken without a formal motion to close debate unless a member objects.
10. Some motions, such as a motion to adjourn, are not debatable. See the “Simplified Chart of Parliamentary Motions” on page 10.
11. Before a motion is voted upon, it should be repeated aloud.
12. The president, by virtue of membership on the board, is expected to vote on each issue before the board.
13. The president should indicate before each vote whether a simple or special majority is required.
14. The president should keep readily at hand a reference guide, such as the chart of parliamentary motions.

Simplified Chart of Parliamentary Motions

Motion & Order of Precedence	You Say:	Debatable	Amendable	Vote Required
Adjourn	I move to adjourn	No	No	Majority
Recess	I move to recess for	No	No	Majority
Close Debate	I move the previous question	No	No	2/3
Postpone Definitely	I move to postpone the motion to	Yes	Yes	Majority
Refer to Committee	I move to refer the motion to	Yes	Yes	Majority
Amend the Amendment	I move to amend the amendment by	Yes	Yes	Majority
Amend or substitute	I move to amend the motion by	Yes	Yes	Majority
Main motion	I move to	Yes	Yes	Majority
Reconsider		Yes	Yes	Majority

Rescind		Yes	Yes	Majority (with notice)
Incidental Motions				
No order of precedence. Arise incidentally and decided immediately				
Point of Order (to enforce rules)	Point of Order	No	No	None
Parliamentary Inquiry	Parliamentary questions	No	No	None
Withdraw or Modify a Motion	I withdraw (or modify) my motion	No	No	Majority

Board Policies Relevant to Board of Education Legal Status, Responsibilities, and Ethics

Policy 1010 School Board’s Legal Status

- A. Promote education
 - 1. The Board has the legal power and duty to do all things necessary for the maintenance, prosperity and success of the schools and for the promotion of education and to exercise all powers given by statute. The Board’s legal powers and duties include the actions set forth in this policy, but are not necessarily limited to the listed powers and duties.
[Utah Code § 53G-4-402\(20\) \(2018\)](#)
- B. Govern
 - 1. The Board of Education recognizes that under Utah law “it is the province of the Board of Education to determine what things are detrimental to the successful management, good order, and discipline of the schools and the rules required to produce” successful management, good order, and discipline in the schools.
Beard v. Board of Education, 16 P.2d 900 (Utah 1932)
- C. Adopt rules
 - 1. Adopt such rules, regulations, and bylaws as the Board deems proper for the operation of the Board and for the control and management of the District’s schools.
[Utah Code § 53F-8-201 \(2018\)](#)

- D. Levy taxes
 - 1. Establish tax rates each year and submit the proposed rate to the county legislative body in which the District is located according to statutory procedures:
[Utah Code § 53F-8-201\(1\) \(2018\)](#)
[Utah Code § 53F-8-202 \(2018\)](#)
[Utah Code § 53F-8-402 \(2018\)](#)
- E. Annual budget
 - 1. Prepare, adopt, and file a budget for the next succeeding fiscal year with the county legislative body in which the District is located as required by statute.
[Utah Code § 53F-8-201 \(2018\)](#)
- F. Bequests
 - 1. Receive bequests and donations or other monies or funds which are made for educational purposes.
[Utah Code § 53G-4-402\(12\) \(2018\)](#)
- G. Acquisition and ownership of property
 - 1. Acquire and hold real and personal property in the name of the District, inclusive of all rights and titles, and lease and lease with an option to purchase property. The Board of Education has the direction and control of all school property in the district.
[Utah Code § 53G-4-401\(4\) \(2018\)](#)
- H. Eminent domain
 - 1. Exercise the right of eminent domain to acquire property.
Board of Education of South Sanpete School District v. Barton, 617 P.2d 347 (Utah 1980).
Olsen v. Board of Education of the Granite School District, 571 P.2d 1336 (Utah 1977).
- I. Employ personnel
 - 5. Employ by contract a Superintendent, Business Administrator, Principal(s), teacher(s), or other executive officer(s) and set salary schedules therefor.
[Utah Code § 53G-7-202 \(2018\)](#)
[Utah Code § 53G-4-301 \(2018\)](#)
[Utah Code § 53G-4-302 \(2018\)](#)
- J. Close schools and change school boundaries
 - 1. Close schools or suspend operation of schools or change school attendance area boundaries as determined to be appropriate by the Board of Education after appropriate public notice and hearing as required by statute.
Allen v. Board of Education Weber County School District 236 P.2d 756 (Utah 1951)
Save Our Schools v. Board of Education of Salt Lake City, 2005 UT 55
[Utah Code § 53G-4-402\(21\) \(2018\)](#)
- K. Sue and be sued
 - 1. Sue and be sued in the name of the District.
[Utah Code § 53G-4-401\(4\) \(2018\)](#)

- L. Fulfill other statutory duties and exercise other statutory powers
 - 1. The Board also has the duty to comply with such other duties as are set forth in the laws and regulations of Utah and the United States, and also may exercise the powers and authorities established by such laws and regulations.

Policy 1020 Board Power and Duties

- A. The Board of Education, on its own behalf, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by applicable law, rules and regulations to establish the framework of school policies and projects including, but without limitation because of enumeration, the right:
 - 1. To appoint, by contract, a district superintendent who serves as the Board's chief executive officer. [Utah Code § 53G-4-301\(1\)](#)
 - 2. To appoint a business administrator. [Utah Code § 53G-4-302\(1\)](#)
 - 3. To make and enforce policy necessary for the control and management of the district schools. [Utah Code § 53G-4-402\(15\)](#)
 - 4. To prepare and adopt a budget and make appropriations for the next fiscal year. [Utah Code § 53G-7-303\(2\)](#)
 - 5. To administer and implement Federal education programs in accordance with the Federal Programs Act. [Utah Code § 53G-4-402\(10\)](#)
 - 6. To establish, locate, and maintain elementary, secondary, and applied technology schools. [Utah Code § 53G-4-402\(5\)](#)
 - 7. To employ staff necessary to carry out the functions of the school district. The Board shall also determine qualifications, conditions of employment, salary schedules, dismissal, demotion, promotion and work assignments.
 - 8. To establish and supervise the program of instruction, including methods of instruction, schedules, materials, necessary staff, etc., and to make the necessary assignments for all extra-curricular programs that, in the opinion of the Board, benefit students.
 - 9. To sue and be sued in the name of the district. [Utah Code § 53G-4-401\(4\)](#)
 - 10. To take, hold, lease, sell, and convey real and personal property as the interests of the schools may require. [Utah Code § 53G-4-401\(4\)](#)
 - 11. To purchase, sell, and make improvements on school sites, buildings, and equipment and construct, erect, and furnish school buildings. [Utah Code § 53G-4-402\(3\)](#)
 - 12. To accept private grants, loans, gifts, endowments, devises, or bequests that are made for educational purposes. [Utah Code § 53G-4-402\(12\)\(a\)](#)
 - 13. To close the schools or suspend operation if necessary.
 - 14. To do all things necessary for the maintenance, prosperity, and success of the schools and the promotion of education. [Utah Code § 53G-4-402\(20\)](#)
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be

limited only by the Constitution and Laws of the State of Utah and the Constitution and Laws of the United States.

- C. To work to understand and represent the interest of the community members.

Policy 1025 Administration Relations

A. District Governance

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

[Utah Code § 53G-4-402 \(2018\)](#)

Elwell v. Board of Education of Park City, 626 P.2d 460 (Utah 1981)

B. Consultation

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

[Utah Code § 53G-11-205\(4\) \(2018\)](#)

C. Exclusivity and Coercion

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

[Utah Code § 34-34-4 \(1969\)](#)

[Utah Code § 34-34-7 \(1969\)](#)

[Utah Code § 34-34-8 \(1969\)](#)

[Utah Code § 53G-11-205\(4\) \(2018\)](#)

D. Association Negotiations

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

[Utah Code § 34-34-2 \(1969\)](#)

[Utah Code § 34-34-16 \(1969\)](#)

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

E. Publication of Negotiated Agreement

1. If the Board engages in negotiations with labor organizations and a negotiated or collective bargaining agreement is reached, the Board shall, within ten (10) days of ratification, post the agreement or memorandum on the District's website [Utah Code § 53G-11-207 \(2018\)](#)

F. Distribution of Organization Materials

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

G. Equal Access for Employee Associations

1. The schools in the District shall allow all employee associations equal access to distribution of information in or access to employee physical or electronic mailboxes (including school-provided email accounts), and to membership solicitation activities at new teacher or new employee training meetings or functions. (This policy does not require the school to afford association access to these activities, but requires that if access is granted to one employee association, equal access must be provided to other employee associations.)
[Utah Code § 53G-11-205\(2\), \(3\) \(2018\)](#)

H. No Endorsement of or Preference for Any Employee Association

1. The District does not endorse any one employee association, and District policies, structures, and procedures shall not be applied to favor one employee association over another or to otherwise give preferential treatment to one employee association. District calendars and publications shall not include or refer to the name of any employee association in relation to any day or break in the school calendar.
[Utah Code § 53G-11-205\(4\), \(5\) \(2018\)](#)

Policy 1034 Board of Education Code of Conduct

A. 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.

Policy 1035 Board Member Commitments and Ethics

A. Board of Education Commitments

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.

B. 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.
8. 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.

Policy 1036 Conflict of Interest: Board Member and Employee

- A. Purpose: The purpose of this policy is to set forth standards of conduct for board members and employees of the Box Elder District in areas where there are actual or potential conflicts of interest between their public duties and their private interests. This policy is intended to strengthen public confidence in the district and its employees. The policy is based on state law, [Utah Code 67-16](#).
- B. No member of the Board of Education or any employee of the Box Elder School District shall:
 1. Improperly disclose confidential information acquired by reason of his or her official position or use such information for his or her or another's private gain or benefit;
 2. Use or attempt to use his or her official position to secure special privileges or exemptions for himself or herself or others;
- C. A written statement shall be filed annually with the superintendent by all board members, superintendent, business administrator, facilities administrator, coordinators of school lunch, purchasing and transportation, and any other district employee who:
 1. Accepts other employment that he or she might expect would impair his or her independence of judgment in the performance of his or her public duties; or would interfere with the ethical performance of his or her public duties.
 2. Accepts any gift, compensation, or loan that comes because of past, present, or future action directly affecting the donor. (An award publicly presented in recognition of public services or a non-pecuniary gift of less than \$50.00 value is not prohibited.)
 3. Initiates business dealings on behalf of the district with any business or individual from whom the board member or employee receives compensation or gifts in any form.
- D. Statements filed with the superintendent under "C" above, shall be signed by the board member or district employee and contain:
 1. The name and address of the board member or district employee involved;

2. The name and address of the person or business entity with whom a conflict of interest may exist;
 3. A brief description of the board member's or employee's involvement or interest with the individual or business entity named.
- E. The statement shall be filed within ten days or the earlier of:
1. The date of any agreement between the board member or district employee and the person or business entity being assisted or;
 2. The receipt of compensation from that entity.
- F. The statement is public information and shall be available for examination by the public.
- G. Penalties for violation of this policy may include removal from office, dismissal from employment, and/or criminal prosecution. Additionally, the school district may rescind or void any contract or subcontract entered into as a result of actions prohibited under this policy, and do so without returning any part of the consideration that the district may have received.

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

- A. Definition: As used in this policy, "appointee" means an employee whose salary, wages, pay, or compensation is paid from public funds; "relative" means father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, uncle, aunt, nephew, niece, grandson, granddaughter, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law - "household member" means a person who resides in the same residence.
[Utah Code § 52-3-1\(1\)\(d\) \(2018\)](#)
- B. No Board member or employee of the district may employ, appoint, or vote for or recommend the appointment of a relative or household member in or to any position or employment, when the appointee will be directly supervised by a relative or household member, unless:
1. The appointee is certificated or otherwise determined eligible or qualified to be employed by the District pursuant to the State Office of Education or other state department or agency; or
 2. The appointee will be compensated from funds designated for vocational training; or
 3. The appointee will be employed for a period of 12 weeks or less; or
 4. The appointee is a volunteer as defined by the District; or
 5. The Superintendent determines that appointee is the only or best person available, qualified, or eligible for the position.
[Utah Code § 52-3-1\(2\)\(a\) \(2018\)](#)
- C. No district employee may directly supervise an appointee who is a relative or household member of the employee unless:

1. The appointee was appointed or employed before the district employee assumed his or her supervisory position, if the appointee's appointment was not unlawful at the time of the appointee's appointment; or
2. The appointee will be compensated from funds designated for vocational training; or
3. The appointee will be employed for a period of 12 weeks or less; or
4. The appointee is a volunteer as defined by the district; or
5. The appointee is the only person available, qualified, or eligible for the position; or
6. The Superintendent determines that the employee is the only person available or is best qualified to perform supervisory functions for the appointee.
7. When a District employee supervises a relative or a household member, the employee shall make a complete written disclosure of the employee's relationship with the relative or household member in a sworn statement provided to the Board of Education. The District employee may not evaluate the relative's job performance or recommend salary increases for the relative.
[Utah Code § 52-3-1\(2\)\(b\), \(c\) \(2018\)](#)
[Utah Code § 67-16-7\(2\)\(b\) \(2018\)](#)

- D. No appointee may accept or retain employment in the District if the appointee is under the direct supervision of a relative or household member, unless:
1. The relative or household member was appointed or employed before the appointee assumed the appointee's position, if the appointment of the relative or household member was not unlawful at the time of the appointment;
 2. The appointee will be compensated from funds designated for vocational training;
 3. The appointee will be employed for a period of 12 weeks or less;
 4. The appointee is a volunteer as defined by the District;
 5. The appointee is the only person available, qualified or eligible for the position;
 6. The Superintendent determines that the appointee's relative or household member is the only individual available or qualified to supervise the appointee.
[Utah Code § 52-3-1\(3\) \(2018\)](#)

- E. The rules against nepotism apply to employees paid with public funds regardless of the source of those funds, including employees paid with funds from a federal grant.
- F. Within a town, as defined by [Utah Code § 10-1-104](#), this policy on nepotism shall not apply to the employment of uncles, aunts, nephews, nieces or cousins.
[Utah Code § 52-3-4 \(1998\)](#)

- G. This policy on nepotism shall not apply to the employment of a relative if the following criteria are established:
1. fewer than 3,000 people live within 40 miles of the primary place of employment, measured over all-weather public roads;
 2. the job opening has had reasonable public notice; and
 3. the relative is the best qualified candidate for the position.

If an appointee is to be hired under this exception, the District shall make a written record of the proceedings in which it was established that the appointee met the criteria of this exception, which record shall include a written statement by the hiring officer

certifying that the appointee satisfies the exception, all of which shall be retained in the personnel file of the appointee.

[Utah Code § 52-3-4 \(1998\)](#)

H. Under no condition shall a husband/wife or parent/son or daughter be employed in a supervisor/employee relationship (such as principal/teacher; department head/teacher in department; head custodian/custodian; etc.). If such condition occurs as a result of transfer or promotion, it shall be resolved within one year by transfer of either husband/wife, or parent/son or daughter, to another location. Exceptions may be made, with Board approval, for necessarily existent small schools only.

Board Policies Relevant to School Board Meetings

Policy 1070 Board Meeting Procedures

A. "Meeting" means the convening of the Board with a quorum present, whether in person or by means of electronic equipment, for the purpose of discussing, receiving public comment about, or acting upon a matter over which the Board has jurisdiction, including a workshop or executive session. However, a "meeting" does not include a chance or social gathering; or meetings where no funds are appropriated for expenditure and board members are convened solely to discuss administrative or operational matters which do not require formal action or would not come before the Board for discussion or action.

[Utah Code § 52-4-103\(6\) \(2018\)](#)

B. Rules and Order of Procedure

1. The Board of Education shall adopt Rules of Order and Procedure to govern a public meeting of the Board of Education. The Rules of Order and Procedure shall include a set of policies that govern and prescribe in a public meeting:

- a. Parliamentary order and procedure;
- b. Ethical behavior; and
- c. Civil discourse.

2. After adopting the Rules of Order and Procedure, the Board of Education shall:

- a. Conduct its public meeting in accordance with the Rules of Order and Procedure adopted by the Board of Education; and
- b. Make the Rules of Order and Procedure available to the public at each meeting of the Board of Education, and on the District's public website.

[Utah Code § 53G-4-202{1}\(c\), \(2\) \(2018\)](#)

1. Upon a two-thirds vote, the Board of Education may expel a member of the Board from an open public meeting of the Board for:

- a. Disorderly conduct at the meeting;

- b. The member's direct or indirect financial conflict of interest regarding an issue discussed at or action proposed to be taken at the meeting; or
- c. Commission of crime during the meeting; or
- d. Other reasons that have been adopted by the Board.

[Utah Code § 53G-4-202\(5\) \(2018\)](#)

C. Open to the Public

- 1. Every meeting of the Board shall be open to the public unless closed pursuant to [Utah Code §§ 52-4-204 \(2018\)](#), [52-4-205 \(2014\)](#), and [52-4-206 \(2018\)](#). With the exception of those topics identified for a closed session, the Board shall deliberate and take action openly.

[Utah Code § 52-4-201\(1\) \(2006\)](#)

D. Public Hearing

- 1. A public hearing is an open meeting at which members of the public are given a reasonable opportunity to comment on a subject of the meeting. Generally, the Board will determine whether a Board meeting will include a public hearing. However, the Board shall hold a public hearing when considering whether to close a school or change the boundaries of a school, when submitting a ballot issue regarding bond authorization or a tax increase, when considering the adoption of the District budget, before authorizing issuance of bonds, and when considering changes to the Board member compensation schedules, as required by statute.

[Utah Code § 11-14-318 \(2009\)](#)

[Utah Code § 53G-4-402\(21\) \(2018\)](#)

[Utah Code § 53G-7-303\(2\) \(1/24/2018\)](#)

[Utah Code § 53G-4-204\(2\) \(2018\)](#)

[Utah Code § 59-1-1605 \(2016\)](#)

E. Interference with Conduct of Board Meetings

- 1. Those in attendance at Board meetings are prohibited from interfering with the conduct of the meeting by demonstrations, whether audible or visual or by conduct. Those who do not abide by Board procedures for orderly presentation of comments when permitted may be asked to leave or the Board may request law enforcement to remove those disrupting the meeting.
- 2. Distribution of handbills, flyers, or other printed materials by members of the public is prohibited during Board meetings. Similarly, members of the public may not circulate petitions or similar requests for participation during a Board meeting.

F. Public recording

- 1. All or any part of the proceedings in any open board meeting may be recorded by any person in attendance provided that the recording does not interfere with the conduct of the meeting.

[Utah Code § 52-4-203\(5\) \(2018\)](#)

G. Attendance by Local Government Representatives

- 1. An interested mayor or interested county executive (or their designees) may attend and participate in the board's discussions in the open portions of the Board's meetings. An "interested mayor" is the mayor of the municipality

which is partly or entirely within the boundaries of the school district. An "interested executive" is the county executive or county manager of a county with unincorporated area within the boundary of the school district. These local government officials may not vote on any issue before the Board and their participation is subject to the Board President's authority to regulate the conduct of the meeting.

2. An interested mayor or interested county official may attend a closed meeting of the Board if invited by the Board. Where the closed meeting is held to discuss disposition or acquisition of real property, an interested mayor or interested county official may attend if invited by the Board and if the mayor or county executive does not have a conflict of interest with respect to the disposition or acquisition.

[Utah Code § 53G-7-208\(3\)\(a\) \(2018\)](#)

H. Quorum

1. A majority of the members of the Board shall constitute a quorum for meetings of the Board.

[Utah Code § 52-4-103\(11\)\(a\) \(2018\)](#)

[Utah Code § 53G-4-203\(5\) \(2018\)](#)

I. USBA Training session for the Board members

1. In the event the Board or any of its members meet with representatives of the Utah School Boards Association (USBA) for the purpose of receiving or participating in instruction regarding Board functions or activities, and not for the purpose of discussing or acting upon a subject over which the Board has jurisdiction, the Board is not required to comply with the Utah Open and Public Meetings Act, [Utah Code § 52-4-101 et seq.](#)
2. If more than two Board members are present in such meetings, the Board members shall not discuss or act upon any specific matter over which it has jurisdiction. Board members will discuss only matters relative to the instruction they receive from USBA representatives.
3. If Board members determine in an instructional meeting with representatives of USBA that there is a need to discuss or act upon a subject over which the Board has jurisdiction, then the Board and its members must comply with the Open and Public Meetings Act, [Utah Code § 52-4-101 et seq.](#), prior to discussing or acting upon such matters.

Policy 1072 Board Meetings: Notice Requirements

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

[Utah Code § 52-4-202\(2\) \(2016\)](#)

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

[Utah Code § 52-4-202\(1\)\(2016\)](#)

- C. Where a meeting agenda must be included in the required public notice of a Board meeting, that agenda shall be sufficiently specific to notify the public of the topics to be considered at the Board meeting. To be sufficiently specific, the agenda shall at least list each anticipated topic under an agenda item in a manner which identifies the subject of discussion and if known the nature of the Board action being considered on the subject. The Board may not consider the topic in an open meeting which was not listed under an agenda item and included with the advance public notice of the meeting, except that if an unlisted topic is raised by the public during an open meeting the Board may, at the discretion of the presiding Board member, discuss the topic but may not take any final action on the topic during the meeting. This limitation may not apply to an emergency meeting where the requirements for holding and giving the best practicable notice of such a meeting have been met.
[Utah Code § 52-4-202\(6\)\(2016\)](#)
- D. When the Board is meeting to conduct a public hearing with respect to adopting the budget or levying a tax rate which exceeds the certified tax rate, the Board's agenda must be limited to the hearing(s) and discussion and the action on those items. (If the Board holds another meeting on the same date to address general business items, the other meeting must conclude before the meeting on the budget and/or tax rate levy.)
[Utah Code § 59-2-919\(8\)\(b\)\(i\)\(B\), \(e\), \(2019\)](#)
- E. Public notice of each Board meeting and of the Board's annual meeting schedule shall be given by:
1. Posting written notice at the local Board of Education office;
 2. Posting notice on the Utah Public Notice Website; and,
 3. Providing notice to two newspapers of general circulation within the geographic jurisdiction of the public body or to a local media correspondent.
 4. The District shall also endeavor to post notice of Board meetings on the District's web site at least 24 hours in advance of the Meeting.
 5. Notice of each Board meeting shall also be given to each mayor or interested county executive (or their designee). An "interested mayor" is the mayor of a municipality that is partly or entirely within the boundaries of the school district. An "interested county executive" is the county executive or county manager of a county with unincorporated area within the boundaries of the school district. This notice shall be provided by mail, email, or other effective means agreed to by the person to receive notice.
[Utah Code § 52-4-202\(3\), \(4\)\(2016\)](#)
[Utah Code § 63F-1-701\(4\)\(d\)\(2016\)](#)
[Utah Code § 53G-7-208\(3\)\(e\) \(2018\)](#)
- F. In case of emergency or urgent public necessity which renders it impractical to give the notice identified in the paragraphs above, the best notice practicable shall be given of the time and place of the meeting and of the topics to be considered at the meeting. No such emergency meeting of the Board shall be held unless an attempt has been made to notify all of its members and a majority of the members vote in the affirmative to hold the meeting.

[Utah Code § 52-4-202\(5\)\(2016\)](#)

- G. In addition to complying with the aforementioned public notice requirements, in regards to the budget hearing, the Board shall do the following:
1. Publish the required newspaper advertisement and/or electronic newspaper advertisement (see [Utah Code § 45-1-101 \(2011\)](#) and the required Utah Public Notice Website advertisement at least ten days before the day on which the hearing is held
 - a. The public hearing notice will include information on how the public may access the proposed budget.
 2. File a copy of the proposed budget with the Board's business administrator for public inspection; and
 3. Post a copy of the proposed budget on the District's internet website.
 4. In addition, if the proposed budget includes a tax rate in excess of the certified tax rate, or if the Board meeting is required to consider whether to adopt a tax rate in excess of the certified tax rate, the Board shall provide the notices and schedule the meeting as required by [Utah Code § 59-2-919](#).
[Utah Code § 53G-7-303\(2\) \(2018\)](#)
[Utah Code § 53F-8-201\(3\) \(2018\)](#)
[Utah Code § 59-2-919 \(2016\)](#)
- H. In addition to complying with the aforementioned public notice requirements, if the Board is meeting under the [Transparency of Ballot Propositions Act](#) to hear arguments for or against a ballot proposition to authorize issuance of bonds or to increase taxes, the Board must post notice of the time, date, and place of the meeting (along with the arguments for and against the proposition):
1. On the Statewide Electronic Voter Information Website for 30 consecutive days before the election on the proposition;
 2. On the [District's website](#) in a prominent place for 30 consecutive days before the election on the proposition;
 3. If the District publishes a newsletter or other periodical, in the next scheduled edition before the election on the proposition.
[Utah Code § 59-1-1604\(5\)\(2016\)](#)
[Utah Code § 59-1-1605\(2016\)](#)
 4. The meeting must begin at or after 6:00 p.m.
[Utah Code § 59-1-1605\(3\)\(b\)\(2016\)](#)
- I. In addition to complying with the aforementioned public notice requirements, if the Board is meeting to consider authorizing issuance of bonds under the Local Government Bonding Act, it shall publish notice of the intent to issue bonds in the newspaper and on the Utah Public Notice Website at least 14 days in advance of the public hearing on the bond issuance as required by [Utah Code Ann. § 11-14-318](#). The notice shall give notice that the hearing will be held to receive input from the public respecting the issuance of the bonds and the potential economic impact that the proposed improvement, facility, or property that the bonds will fund will have on the private sector.
[Utah Code § 11-14-318 \(2009\)](#)

- J. In addition to complying with the aforementioned public notice requirements, if the Board is meeting to consider a request to increase a budget appropriation, it shall publish the required newspaper notice and notice under [Utah Code § 45-1-101](#) of such meeting at least one week prior to the hearing.
[Utah Code § 53G-7-305\(6\)\(b\) \(2018\)](#)
- K. In addition to complying with the aforementioned public notice requirements, if the Board meeting is either to hold a public hearing regarding closing one or more schools or changing the attendance area boundaries for one or more schools, or to take such action, the additional notice requirements set out in Policy 1210 much also be met.
[Utah Code § 53G-4-402\(21\) \(2018\)](#)
- L. Beginning July 1, 2007, in addition to meeting the aforementioned public notice requirements, if the Board is meeting to consider adopting a new Board member compensation schedule or schedules, or to consider amending an existing compensation schedule or schedules, the notice of the meeting with public hearing shall be given at least seven days prior to the meeting by:
1. Publishing the notice at least once in a newspaper published in the county where the District is situated and which is also generally circulated within the District, and publishing notice on the Utah Public Notice Website;
 2. Posting the notice:
 - a. At each school in the District
 - b. In at least three other public places within the District; and
 - c. On the Internet in a manner that is easily accessible to citizens who use the internet.
- [Utah Code § 53G-4-204\(3\) \(2018\)](#)

Policy 1074 Board Meetings: Closed Meetings

- A. A closed meeting may be held upon a two-thirds affirmative vote of the Board members present at a meeting for which public notice was given pursuant to [Utah Code § 52-4-202](#), providing a quorum is present. No resolution, rule, regulation, contract or appointment shall be approved at a closed meeting, nor may the Board interview an applicant to fill an elected position at such a meeting. The recording and minutes of an open meeting at which the vote is taken to hold a closed meeting shall contain the reason or reasons for holding a closed meeting and the votes, by name, of the members present, either for or against the proposition to hold such a meeting.
[Utah Code § 52-4-204 \(2018\)](#)
- B. Closed meetings may only be held for the following purposes:
1. Discussion of the character, professional competence, or physical or mental health of an individual;
 - a. However, the Board may not interview a person applying to fill an elected position, midterm vacancy or temporary absence in a closed meeting

- regardless of whether the interview may include a discussion of the character, professional competence, or physical or mental health of the applicant.
2. Strategy sessions with respect to collective bargaining or pending or imminent litigation; or
 3. Strategy sessions with respect to the purchase, exchange, or lease of real property (including any form of water right or water shares) if public discussion may disclose the appraised or estimated value of the property or tend to prevent the Board from obtaining the best possible terms; or
 4. Strategy sessions with respect to the sale of real property (including any form of water right or water shares) if public discussion may disclose the appraised or estimated value of the property or tend to prevent the Board from obtaining the best possible terms, but only if the Board previously gave public notice that the property would be offered for sale, and the terms of the sale are publicly disclosed before the Board approves the sale; or
 5. Discussion regarding deployment of security personnel, devices, or systems;
 6. Investigative proceedings regarding allegations of criminal misconduct; or
 7. The Board is fulfilling one of the following procurement functions:
 - a. Deliberations as an evaluation committee regarding a solicitation or as protest officer regarding a protest; or
 - b. Consideration of information designated as a trade secret if the consideration is necessary to properly conduct a procurement; or
 - c. Discussion of information provided to the Board during a procurement if (at the time the Board meets) the information may not be disclosed to the public or procurement participants and the Board needs to review or discuss the information to properly fulfill its role and responsibilities in the procurement process.

- C. If the meeting is closed for any reason stated in paragraph 1 or 5 of this Section, then the person presiding must sign a sworn statement affirming that the sole purpose of closing the meeting was to discuss those specific topics, and neither a recording nor minutes shall be kept of that portion of the closed meeting.

[Utah Code § 20A-1-511\(3\)\(c\) \(2017\)](#)

[Utah Code § 52-4-205 \(2014\)](#)

[Utah Code § 52-4-206\(6\) \(2018\)](#)

Policy 1080 Board Committees

- A. School Board members are elected to represent the public in management of the public schools. Decisions are the right and responsibility of the Board of Education.. All committees formed and charged by the Board are advisory in nature; the Board maintains the right and responsibility to do with committee recommendations as deemed appropriate by the Board on majority vote.
- B. Special committees of Board members may be created by the Board for special assignments. When so created, each committee shall be appointed by the president and shall terminate upon completion of the assignment or by majority vote of the Board prior to completion of the assignment.

- C. The Board of Education may utilize citizen committees, as appropriate, to assist in: planning; developing education policies and programs; seeking solutions to specific problems confronting the schools; and providing interchange of ideas and points of view between school officials and members of the community.
1. Each committee shall be established by majority vote of the Board and shall be given an assignment or charge including specification of the scope of the assignment, length of time to complete the assignment, date by which the committee is to report its findings to the Board, and other specifics as deemed appropriate by the Board.
 2. Committees shall terminate upon completion of the assignments or charges given, the lapse of time specified by the Board, or by majority vote of the Board.
 3. Members of committees shall be recommended by the Superintendent and appointed by a majority vote of the membership of the Board meeting in official session.
- D. Reports, findings, and conclusions of each committee operating under a charge from the Board shall be submitted in writing to the Board at least seven (7) days prior to any consideration of the same in a meeting of the Board where the committee's work will be an issue for discussion or action.
1. All reports, findings, and conclusions developed by committees shall be the property of the Board and any dissemination of the same shall be at the sole discretion of the Board within the parameters of the [Government Records Access Management Act](#). (See [Policy 6000 Public Records Access and Management](#))
 2. Committees are expressly prohibited from releasing their reports, findings, or conclusions to any individual or group other than the Board or the Superintendent.

Policy 1090 Rules of Order

- A. The Board shall be guided by [Robert's Rules of Order, Revised](#), except where policy specifies otherwise.
- B. The Board President may discuss and have a vote on all matters before the Board.

Policy 1100 Minutes

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- A. The Clerk shall keep, or cause to be kept, written minutes and a recording of all open school board meetings with the exception of site visits or traveling tours of the board where no vote or action is taken. Only written minutes are required during site visits or travelling tours.
- B. The written minutes of open meetings must include:
1. The date, time, and place of the meeting;
 2. The names of all members present and absent;

3. The substance of all matters proposed, discussed, or decided, which may include a summary of comments by board members;
 4. A record, by individual members, of all votes taken;
 5. The name of each person who is not a Board member who was recognized by the presiding Board member and upon recognition presented testimony or comments to the Board and a brief summary of the public testimony or comments; and
 6. Any other information that is a record of the meeting proceedings that any member requests be entered in the minutes.
 7. The requirement that the written minutes include the substance of Board discussion and of public comments may be satisfied by maintaining a publicly available online version of the minutes, which includes a link to that portion of the meeting recording, which relates to the discussion or comments.
- C. The recording of the meeting must be a complete and unedited recording of all open portions of the meeting from the commencement of the meeting through the adjournment. Those in attendance may also record the meeting as long as their recording does not interfere with the meeting.
- D. The written minutes and the recording of an open board meeting are public records and must be available upon request within three business days after the end of the meeting (recording) or within a reasonable time but no more than thirty days (written). Written minutes made available to the public should be marked in a way signifying that they have yet to be approved until the Board takes formal action to approve them.
- E. Copies of the minutes of a meeting shall be sent to the members of the Board before the meeting at which they are to be approved. Corrections in the minutes may be made at the meeting at which they are to be approved. Permanent minutes shall be signed by the president upon approval of the Board.
- F. With the exception of a closed meeting to discuss the character, professional competence, or physical or mental health of an individual or to discuss the deployment of security personnel, devices, or systems, a recording must be kept of a closed meeting. Written minutes may also be kept.
- G. A recording of a closed session must include:
1. The date, time, and place of the meeting;
 2. The names of all Board members present and absent;
 3. The names of all others present except where such disclosure would infringe on the confidence necessary to fulfill the original purpose of closing the meeting.
- H. The recording of a closed session must be a complete and unedited recording of all portions of the closed meeting.

Reference:

[Utah Code § 52-4-203\(2018\)](#) and [Utah Code § 52-4-206\(2018\)](#)

Policy 1110 Public Participation in Board Meeting

- A. Individuals, from time-to-time may wish to seek an official audience with the Board. Such matters may be placed on the printed Board Agenda by contacting the Superintendent, Superintendent's staff assistant, or Board President. All such requests should be received one week in advance of a regular Board meeting and will be confirmed in writing through the District Office. The request should be in writing and state the nature of the matter to be considered, the name of the individual who will act as spokesperson, and the name of the organization represented.
- B. All "regular meetings" of the Board will include an agenda item – "Public Comments."

During this agenda item, patrons will be able to address the Board, even if they have not followed the formal protocol outlined in "A" above. The following guidelines will be adhered to for the "Public Comments" agenda item:

1. Patrons must state their name prior to making comments.
 2. At the discretion of the Board President, individual comments may be limited to three (3) minutes per individual.
 3. Multiple individuals with the same issue should appoint a spokesperson and make one presentation rather than several. At the discretion of the Board President, group presentations may be limited to a maximum of six (6) minutes.
 4. Handouts may be used and distributed to Board Members. If handouts are distributed, all members of the Board and District staff present should receive copies of all handouts.
 5. The Board will not take final action on items presented during "Public Comments" unless the item is already on the Meeting agenda.
 6. Comments on personnel issues will not be allowed during "Public Comments." The Board will not discuss issues that affect an employee's right of privacy such as specific appointments, employment, performance or questions, complaints, or charges against particular employees. Concerns in these areas are to be referred to the Superintendent.
 7. When possible, response to the questions or comments will be provided during the meeting. If additional study is needed to respond adequately to the questions or comments, the residents will receive a written response as soon as possible. The written response will be read publicly at the next regular meeting of the Board.
 8. At the discretion of the Board President, a patron's opportunity to address the Board on the same issue may be limited to no more than once in a three-month period.
- C. At the discretion of the Board President, public comment may be taken during other portions of the meeting where the comment is directed toward a specific agenda item.