



BOARD OF EDUCATION
REGULAR SCHOOL BOARD MEETING

Detailed Agenda

Wednesday, March 12, 2025

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

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

- A. If ADA accessibility is needed to attend this meeting, please contact the District Office at 435-734-4800 before 4:00 p.m. the day prior to the meeting.**
- B. Work Session - 5:00 p.m.**
- C. Administrative - 6:30 p.m.**
- 1. Call to Order**
Tiffani Summers, Board President
 - 2. Reverence**
Tiffani Summers, Board Member
 - 3. Flag Salute/Pledge of Allegiance**
Steve Carlsen, Superintendent
 - 4. Recognitions**
Stephanie DeFilippis, Board Member
 - a. BRHS Girls Wrestling Team - State Champions
 - b. Sherri Harper, Accountant at the District Office
 - c. Tony Ferderber, District Security Specialist
 - d. Austin Storey - Principal at Lake View Elementary
 - e. Warren Jensen - Speech for Boys & Girls Club Youth of the Year
Karen Cronin, Board Member
- D. Administration of Oath of Office of Neil Steven, Business Administrator** **4**
Tiffani Summers, Board Member
- E. Approval of Agenda - 6:45 p.m.**
- F. Public Comment - 6:50 p.m.**
Those individuals who would like to speak to the Board should read the guidelines and complete the sign-up document located at the door. At the discretion of the Board President, public comment may be permitted at any point during the Board meeting.
- G. Action Items - 7:00 p.m.**
- 1. Approval of Architect and Contractor Selection Process** **6**
Corey Thompson, Facilities Director
 - 2. Change Date of April Board Meeting to April 16, 2025 (third Wednesday)** **8**
Steve Carlsen, Superintendent
- H. Information Items - 7:10 p.m.**
- 1. District Use of Seclusionary Rooms** **9**
Catherine Allen, SpEd Director
 - 2. School District Safety Discussion** **17**
Tony Ferderber, District Security Specialist
 - 3. Bullying Policies and Procedures** **36**
Megan Bushnell, Student Services Director
 - 4. Legislative Update** **76**
Steve Carlsen, Superintendent
JLC Tracking Sheet
 - 5. Monthly Financial Report** **83**
Neil Stevens, Business Administrator

6. Board Committee Reports	
a. Student Board Member Report	
I. Policy Review - 7:40 p.m.	
1. First Reading	
a. Policy 2032 Procurement of Construction: Construction and School-Site Acquisition Requirements	91
b. Policy 2033 Procurement: Education Contractor Oversight	99
c. Policy 2034 Procurement: Contracts and Contract Limitations	101
d. Policy 3007 Employment - Staff Code of Conduct	118
e. Policy 3008 Employee Communication/Addressing Concerns	126
f. Policy 3044 Orderly School Termination for Employees	127
g. Policy 4135 Dual Enrollment	139
h. Policy 4215 Student Notifications	140
i. Policy 5294 Student Discipline - Searches	141
2. Second Reading	
a. Policy 1210 School Closures and Boundary Changes	144
b. Policy 2182 School Safety	147
c. Policy 5003 Parent Rights to Academic Accommodations	158
d. Policy 5005 Safe Schools - Student Discipline/Behavior	162
e. Policy 5009 Admissions and Attendance: Kindergarten	199
f. Policy 5010 Admissions Eligibility Requirements	200
g. Policy 5061 Do Not Resuscitate Directives	229
h. Policy 5064 Medical Recommendations by School Personnel to Parents	231
i. Policy 5065 Administration of Medication	237
j. Policy 5067 Student Asthma Emergency	242
k. Policy 5100 Student Records	246
l. Policy 5224 Non-enrolled District Student's Participation in Extracurricular Activities	267
m. Policy 5229 Evaluation of Interscholastic Athletic Participation	274
n. Policy 5272 Transgender Students	276
o. Policy 5274 Participation in Sex-Designated Athletic Activities, Programs, and Events	280
p. Policy 5360 Suicide Prevention	282
q. Policy 5390 Kindergarten Student Toilet Training	293
J. Board Discussion Items - 7:50 p.m.	
1. Administrative Salaries	295
Steve Carlsen, Superintendent	
2. Board Member Reports	
K. Consent Items - 8:10 p.m.	
1. Minutes	304
2. Claims	312
3. Personnel	325
L. Suggestions for Future Board Meetings - 8:15 p.m.	326
M. Upcoming Events	
1. USBA 2025 Spring Regional Meeting - March 13, 2025, 6:00 at Maddox	
2. BEHS Graduation - May 27, 2025 at 6:00 pm at Dee Events Center	
3. BRHS Graduation - May 28, 2025 at 8:00 pm at the BRHS Field	
4. Sunrise Graduation - June 12, 2025 at 6:00 pm at BEHS Gymnasium	
N. Board Handbook	329
O. Closed Session for Sale or Lease of Real Property and Personnel 8:20 p.m.	
Neil Stevens, Business Administrator	

P. Adjournment - 8:50 p.m.

The next meeting of the Board of Education will be held on Wednesday, April 16, 2025, with a Work Session at 5:30 and a Regular Session at 6:30 p.m., at the Independent Life Skills Center, 960 S Main St, Brigham City, Utah.

OATH OF OFFICE

Utah State Archives

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

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

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

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

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

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

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

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

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

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

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

OATH OF OFFICE
STATE OF UTAH

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

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

Signature

State of Utah,
County of _____

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

*Person Administering Oath

Title

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

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

Recommendation to the Box Elder School District Board of Education

Submitted by Corey Thompson, Facilities Director

12 September, 2025

Recommendation:

Box Elder School District has gone through the appropriate state approved processes to select architects for the proposed remodels of Bear River and Box Elder High Schools for 9th Grade. We present the architectural firms of KMA Architects at BRHS and NJRA Architects at BEHS for official School Board approval.

Recommended Motion:

I move that KMA Architectural Firm be approved for the remodel at Bear River High School and NJRA Architectural Firm be approved for the remodel at Box Elder High School for 9th Grades, and grant authority to Neil Stevens and Corey Thompson to negotiate appropriate fees.

Background:

In the January 2025 School Board work session, it was determined to select an architect and CM/GC in preparation for moving 9th Grade into Bear River and Box Elder High Schools. A Request for Statements of Qualifications was published through the state procurement agency. A committee of 9 people (consisting of school board members and district personnel) reviewed the proposals and conducted interviews.

Procedural Implications:

District Procedure

- 2030-130
- 2030-170
- 2030-200

Staff Implications:

None

Recommendation to the Box Elder School District Board of Education

Submitted by Corey Thompson, Facilities Director

12 March, 2025

Recommendation:

Box Elder School District has gone through the appropriate state approved processes to select Construction Manager/General Contractors for the proposed remodels of Bear River and Box Elder High Schools for 9th Grade. We present the Construction firms of Westland Construction at BRHS and Hogan Construction at BEHS for official School Board approval.

Recommended Motion:

I move that Westland Construction be approved for the remodel at Bear River High School and Hogan Construction be approved for the remodel at Box Elder High School for 9th Grades, and grant authority to Neil Stevens and Corey Thompson to negotiate appropriate fees.

Background:

In the January 2025 School Board work session, it was determined to select an architect and a CM/GC in preparation for moving 9th Grade into Bear River and Box Elder High Schools. A Request for Proposals was published through the state procurement agency. A committee of 9 people (consisting of school board members and district personnel) reviewed the proposals and conducted interviews.

Procedural Implications:

District Procedure

- 2030-130
- 2030-170
- 2030-200

Staff Implications:

None

Recommendation: For the March 12, 2025, BESD School Board Meeting action item F.2. Asking the Board to change the date of the upcoming April Board Meeting from April 9, 2025, to April 16, 2025

Submitted by: Superintendent Steve Carlsen

Recommended Motion: For Action Item F.2.

I move that the Board approve change of date for the April, 2025 School Board Meeting from April 9, 2025 to April 16, 2025.

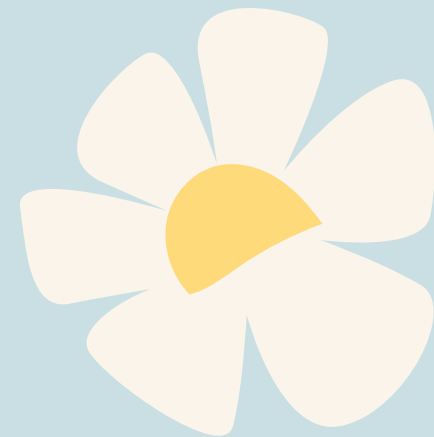
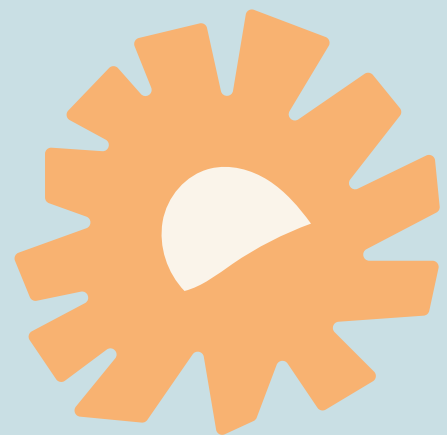
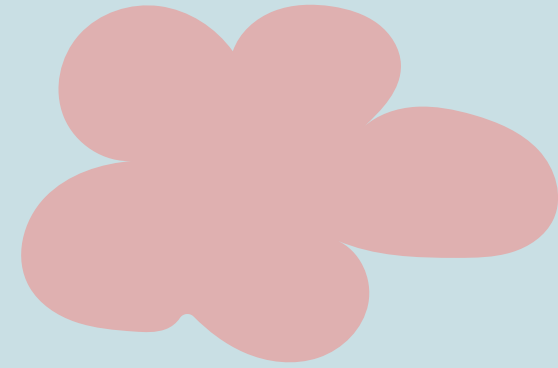
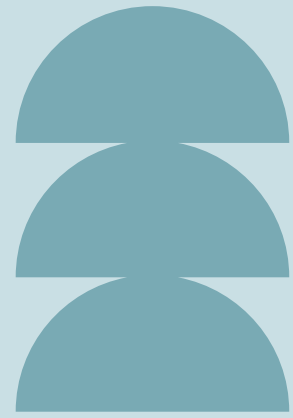
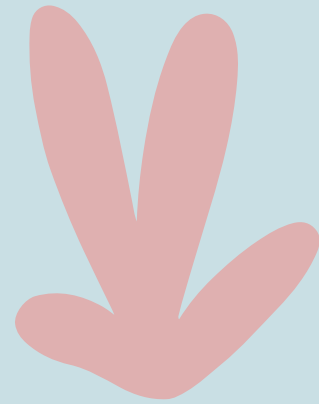
Background: The Board has an annually approved Board Meeting calendar. The practice is to have the Board Meeting on the second Wednesday of each month. Business Administrator Neil Stevens and Superintendent Steve Carlsen have our annual State Review of Legislative Items with Utah School Board of Education Leadership starting at 8:00 a.m. on April 10, 2025, in St George. To allow us to travel and be in St George the night before we need to change the date of the Board Meeting. The following week appears to be a practical solution.

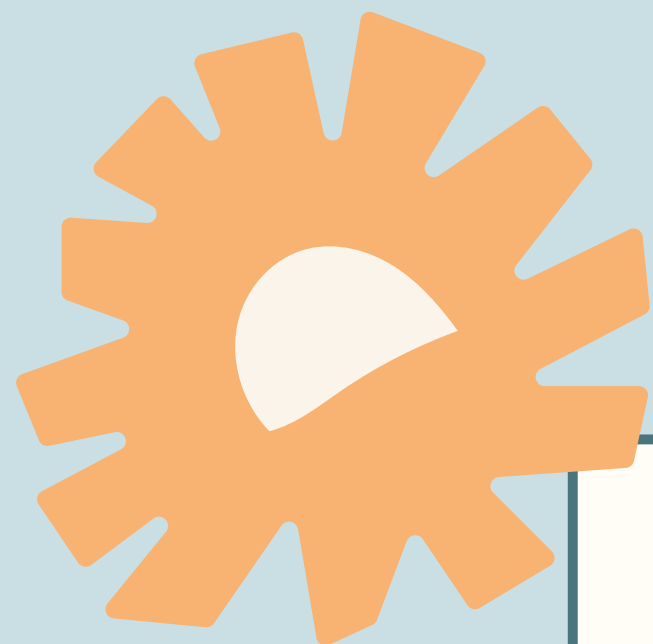
Policy Implications: None

Financial Implications: None

Staff Implications: Allow Supt. & BA the opportunity to travel and get the rest needed to attend these meetings.

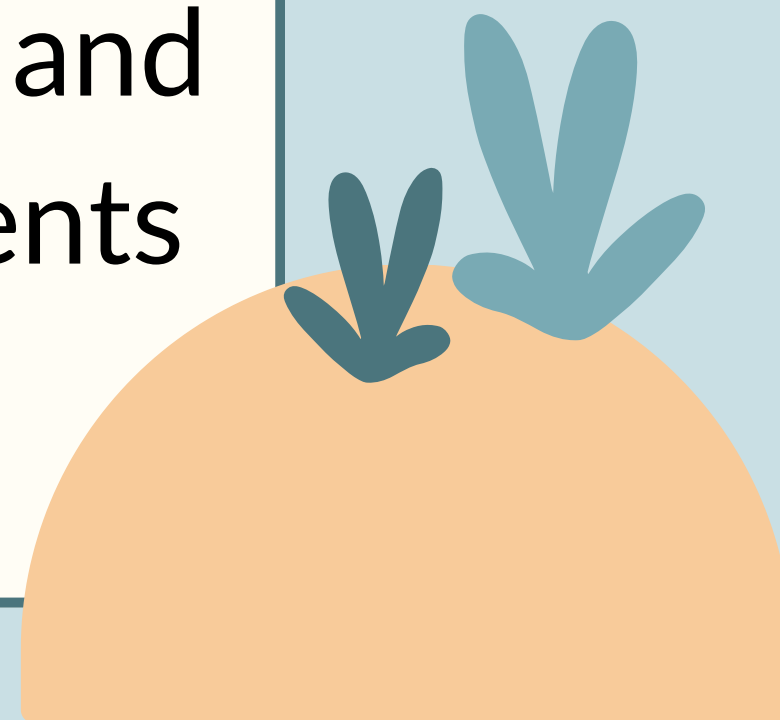
Special Education





MTSS

Multi-Tiered System of Supports:
a framework for implementing systemic, evidence-based practices to maximize student achievement in academics and behavior and deliver rapid additional support to students who need it.



PBIS

POSITIVE BEHAVIOR INTERVENTION AND SUPPORT:

**TIERED BEHAVIORAL
INSTRUCTION AND
INTERVENTION
(PROACTIVE, PREVENTATIVE,
EFFICIENT)**

- 01 Establish Expectations/Rules
- 02 Explicitly Teach Expectations/Rules
- 03 Reinforce Expectations/Rules
- 04 Correct Behavioral Errors



**EMERGENCY
SAFETY
INTERVENTIONS
(ESI)**

Seclusionary Timeout

- a) Placed in a safe enclosed area by school personnel in accordance with the requirements of the Utah Administrative Code; and
- b) Purposefully isolated from adults and peers; and
- c) Prevented from leaving, or reasonably believes that the student will be prevented from leaving, the enclosed area.



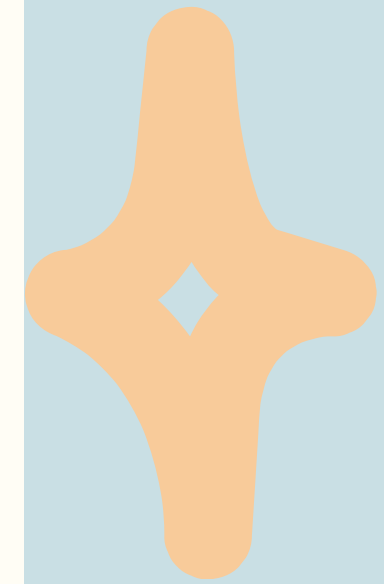
IMPLEMENTATION OF SECLUSIONARY TIME OUT

- Seclusionary time out may only be used when a student presents an immediate danger of serious physical harm to self or others.
- The space must facilitate continuous monitoring
- It should have a window that permits monitoring or the monitoring staff must remain in the room with the student.
- The door must have a self-releasing latch that releases automatically if not physically held in the locked position by an individual on the outside of the door.
- The maximum duration of a single instance of seclusionary time out is 30 minutes.



Seclusionary Timeout is not:

A calming corner or place to reset that is a dedicated, quiet area where students can retreat when feeling overwhelmed or upset, providing a space for self-regulation and emotional de-escalation.





QUESTIONS?

Box Elder School District Safety and Security

Utah HB84

HB84

Overview

- Passed during the 2024 legislative session.
- Went in to effect May 01, 2024.
- 85 pages, 2847 lines.
- Amends the International Fire Code;
- Requires certain state buildings and schools to have emergency communication systems;
- Requires school resource officer training to be developed by the state security chief;

HB84

Overview

- Establishes duties of the state security chief and a county security chief in relation to school safety initiatives;
- Establishes a school guardian program;
- Requires threat reporting by state employees and others if they become aware of threats to schools;
- Establishes some reporting from the SafeUT Crisis Line to the state's intelligence databases;
- Requires certain school safety data to be included in the annual school disciplinary report;

HB84

Overview

- Expands requirements for school resource officer contracts and policies;
- Requires a local education agency (LEA) to ensure that each school within the LEA conduct a school safety needs assessment;
- Requires designation of certain school safety personnel;
- Clarifies that a school may share certain information regarding an incident of bullying, cyber-bullying, hazing, abusive conduct, or retaliation with a parent upon request;

HB84

Overview

- Requires a school to provide regular communication updates to a parent regarding the implementation of an action plan to address an incident of bullying, cyber-bullying, hazing, abusive conduct, or retaliation;
- Requires an LEA to update the LEA's bullying, cyber-bullying, abusive conduct and retaliation policy related to certain social media use of a student;
- Requires an LEA to designate an individual for bullying incident response and outlines the individual's duties;

HB84

Overview

- Requires panic alert devices and video camera access for schools and classrooms;
- Requires coordination of emergency call information with the state's intelligence system;
- Amends processes for secure firearm storage under certain circumstances to include school guardians; and
- Makes technical changes.

HB84

School Safety and Security Director

- LEA shall designate a school safety and security director as the LEA point of contact for the county security chief, local law enforcement, and the state security chief;
- Participate in required trainings;
- Coordinate safety responses;
- Collaborate and maintain effective communication with outside agencies;
- May act as school guardian or S4 on temporary basis.

HB84

School Safety and Security Specialist (S4)

- May not be the school principal;
- Reports directly to the school principal;
- Maintains effective communication with safety and security director;
- Oversees school safety and security practices;
- Conducts school safety needs assessments yearly;
- Participates on the school multidisciplinary team/conducts threat assessments.

HB84

School Guardian

- School employee that is a volunteer for position;
- Approved by school administrator;
- Complete approved fit to carry assessment;
- Completes initial training within six months of joining program;
- Holds a valid Utah concealed carry permit;
- Complete annual and biannual trainings;
- Present at school bell to bell.

HB84

Building Requirements

- Limited Entry Points and Windows
 - Managed point of entry/re-entry with proper visitor management.
 - Other access points that allow ingress/egress to remain closed and locked.
 - Window film.

HB84

Building Requirements

- Video Surveillance and Exterior Cameras
 - Shall install interior and exterior cameras for video surveillance of each entrance.
 - Video recordings shall be maintained for 14 days.
 - Video recordings shall be made available to division upon request.

HB84

Building Requirements

- Internal Classroom Door Locks
 - Classrooms and other instructional areas must be locked when occupied by students.
 - Internal lock shall be installed on all classroom or instructional area door.
 - Magnets or other methods to circumvent door locks may not be used.

HB84

Building Requirements

- Bleed and First Aid Kits
 - Each classroom and large gathering area will be equipped with bleed and first aid kits.
 - Mandated list of items to be in each kit.

HB84

Building Requirements

- Fencing Around Playgrounds
 - Schools shall install fencing that is minimum of six feet tall around school playgrounds and outdoor areas where school sponsored activities may take place.
 - Sufficient staff observing playground and outdoor areas substitutes for fencing.
 - School outdoor areas and playgrounds may be restricted from public access during school hours as determined by school.

HB84

Building Requirement Timelines

- School year 2029-2030 for video surveillance, internal classroom door locks, and bleed/first aid kits.
- School year 2034-2035 for limited entry points and fencing.
- July 1, 2040 for window film. (Changed with HB40)

Current Progress

- 2024 school safety needs assessments completed and submitted.
- All schools in district measured for window film.
- All school cameras being updated. Camera access for LE Dispatch Center underway.
- Several demonstrations from companies on wearable devices.
- 2025 school safety grant submitted.
- School guardian training dates established with County Security Chief.
- School guardian interest forms ready to be sent out.

HB40

Amendments to HB84

- Passes during the 2025 legislative session.
- 53 pages, 1789 lines
- Modifies communication device requirements for new construction to post-completion determination;
- Revises screening and training requirements for school safety personnel;
- Adjusts school safety personnel provisions;
- Changes safety assessment deadlines and frequency;



HB40

Amendments to HB84

- Establishes a school safety foundation for certain purposes;
- Creates compliance supports;
- Modifies certain administrative structures within the school safety program; and
- Makes technical changes.

Future Goals

- Two way radio communication for every school with district wide channel for emergencies.
- Emergency/Disaster supplies at all schools.
- NIMS Emergency Management training for district and building administrators.
- Continued trainings for staff on threat assessments (CSTAG) and Standard Response Protocols.
- Continued in-house training for guardians and teachers (HB119).



BULLYING

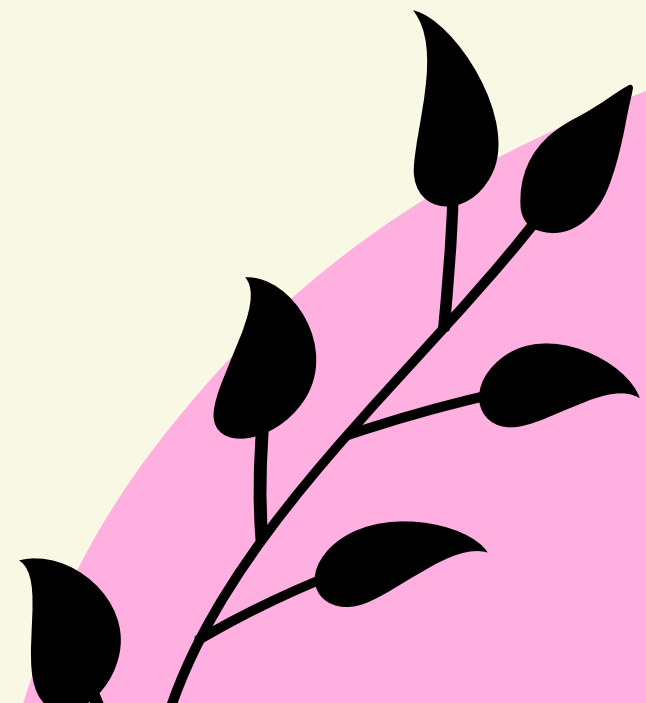
Prevention, Intervention, &
Compliance



KINDNESS MATTERS

Never believe that a few caring people can't change the world. For indeed, that's all who ever have.

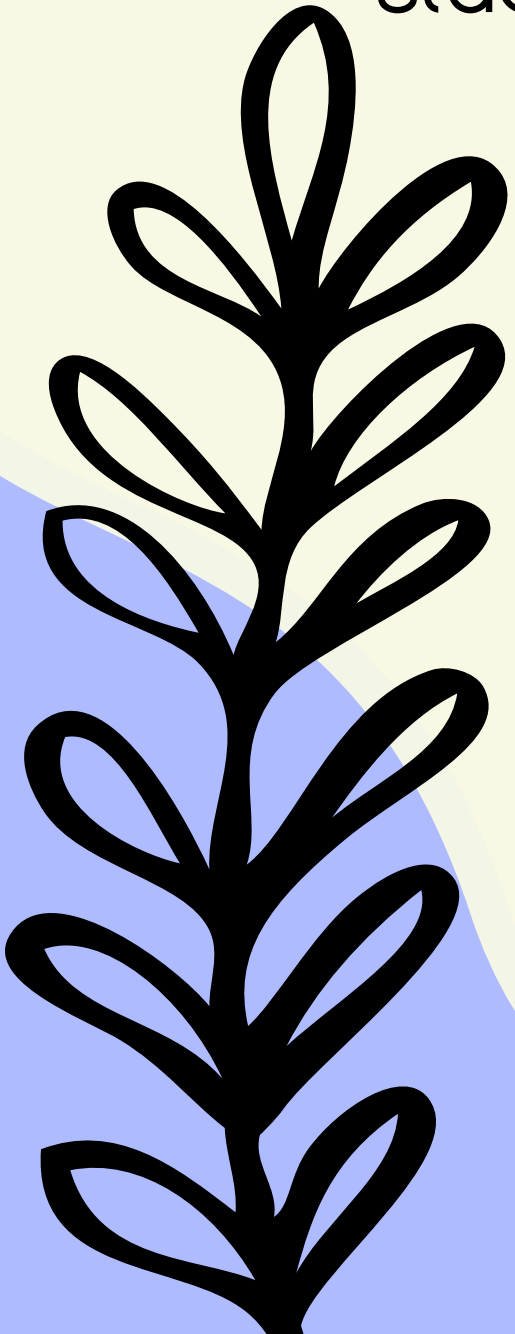
- Margaret Mead



BULLYING POLICY 5270

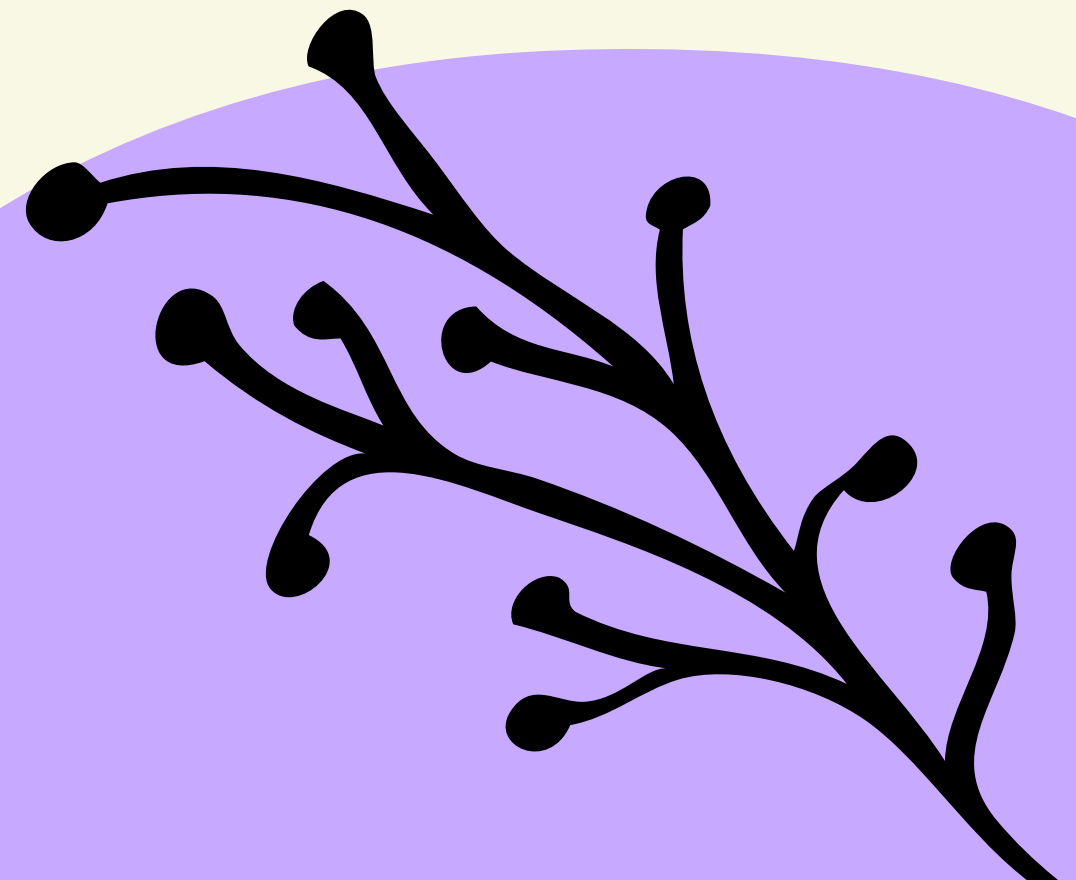
Student Bullying means one or more students, with the intent to cause harm, repeatedly committing a written, verbal, or physical act against another student, or engaging in a single egregious act toward another student involving an imbalance of power, that:

- (i) creates an environment that a reasonable person would find hostile; and
- (ii) interferes with a student's educational performance, opportunities, or benefits.
- (b) "Student bullying" does not mean instances of:
 - (i) ordinary teasing, horseplay, argument, or peer conflict;
 - (ii) reasonable correction of behavior by a school employee; or
 - (iii) reasonable coaching strategies and techniques by a school employee who is a coach.



SAFE SCHOOLS POLICY

- 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.
- Safe School Violation Sheet for Admin



PROACTIVE RESPONSES-ELEMENTARY

- Positive School Climate
- Second Steps Lessons focusing on Positive Climate & Bullying
- Kindness or other thematic weeks to create positive school climate
- Positive Behavior Support (PBIS) Plans
- Announcements reviewing rules and expectations
- Student Check-Ins for both parties
- Staff Training on reporting protocols; Educator's Handbook
- Assemblies
- Schoolwide rules
- Attentive Adult Presence
- HOPE Squads
- School Counselors and LCSW Support



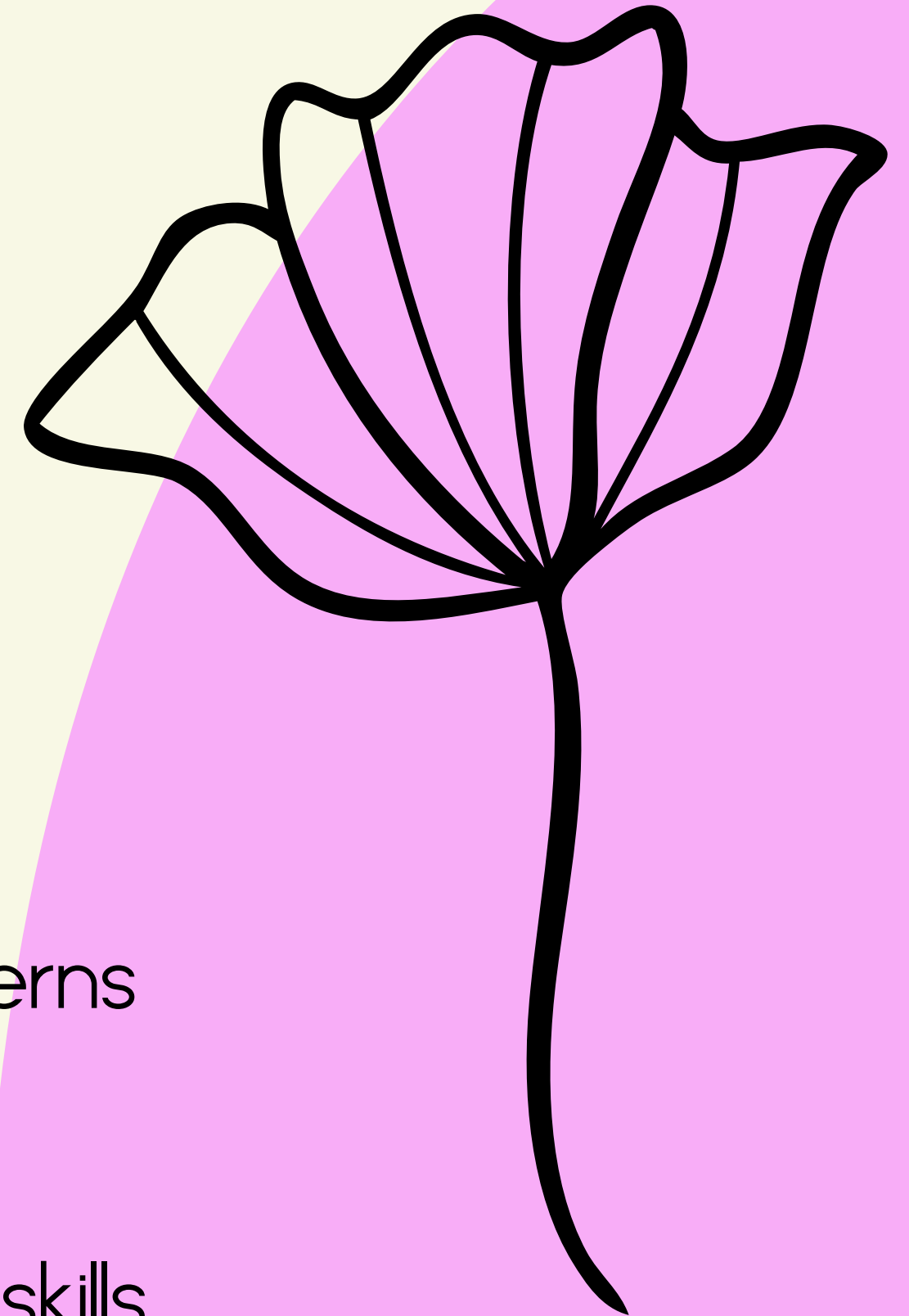
PROACTIVE RESPONSES-SECONDARY

- Positive School Culture
- Second Steps/HIVE/Advisory Lessons focusing on Bullying
- Announcements reviewing rules and expectations
- Kindness or other thematic weeks
- Staff Training on reporting protocols; Educator's Handbook
- Assemblies
- Attentive Adult Presence
- HOPE Squads
- Strategic Class Scheduling
- Student Council/Government
- SALT Team
- PBIS Plans and Support
- School Counselors and LCSW -- student supports



REACTIVE RESPONSES-ELEMENTARY

- Parent Conference
- Accountability Project
- Social Skills Group
- ChAT Referral
- Frequent Follow Up with Students
- Structured Play
- Loss of privileges
- Investigation of Incidents
- Review Educator's Handbook to determine patterns
- Progressive Discipline
- Regular Reminders
- Interventions and reteaching appropriate social skills



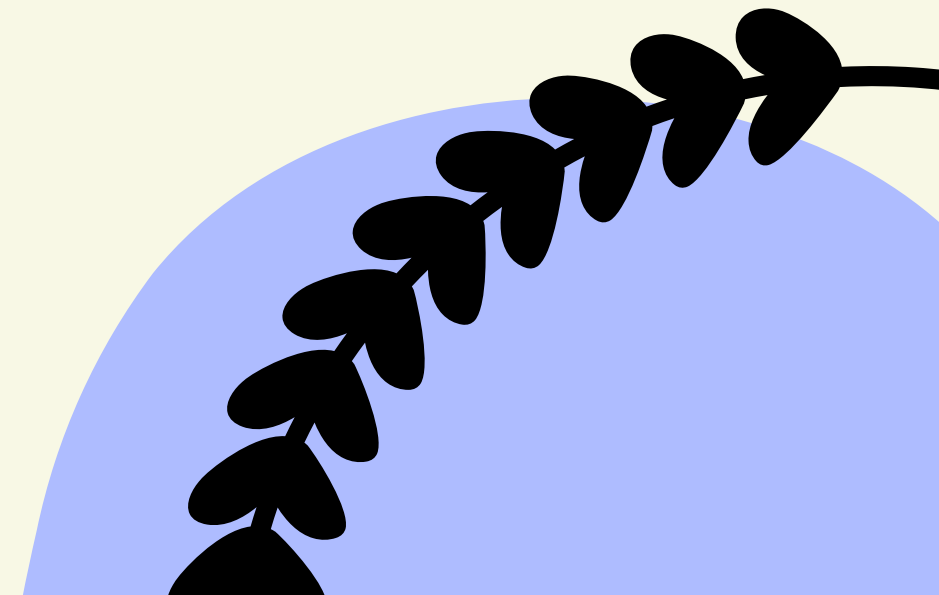
REACTIVE RESPONSES-SECONDARY

- Interview kids, check cameras, gather info
- Parent Conference
- Prevention/Intervention Specialists or Check and Connect Mentors
- School Counselor-Check-ins -- LCSW
- Tier 2 Group lessons, or Tier 3 individual lessons
- No-contact Contract
- Schedule Changes
- Regular Reminders



ACTION PLAN FOR INCIDENTS

- Reported incident:
 - Supportive Measures for Both Parties
 - Investigation by Administration
 - Cameras
 - Statements from both sides
 - Witnesses
 - Parent Contact
 - Verified or not
 - Retaliation explanation to both parties
 - DOCUMENTATION





TRAINING AND EDUCATION

- GCN Training-All District Employees
- Professional Agreement
- Admin Training-Educator's Handbook and Safe School Violations
- School Staff Training
 - Bullying and Harassment
- Student Training
- Regular Reminders to Staff and Students
- Behavior Documentation Protocols

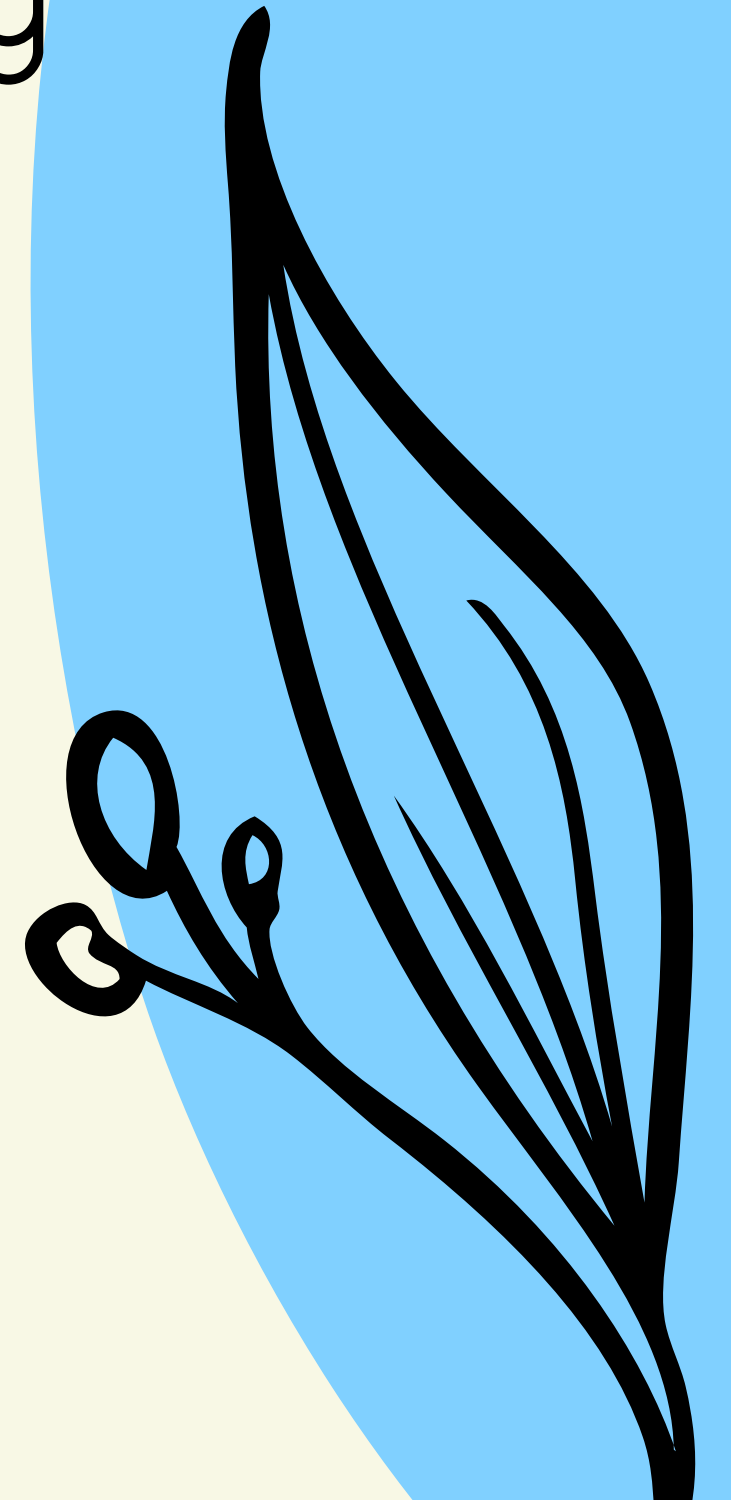
PARENTAL INVOLVEMENT

- Involve/Alert School
- Allow both sides to be heard
- Trust the process
- Patience during investigation
- Support decisions
- Provide feedback
- Limit Social Media for kids



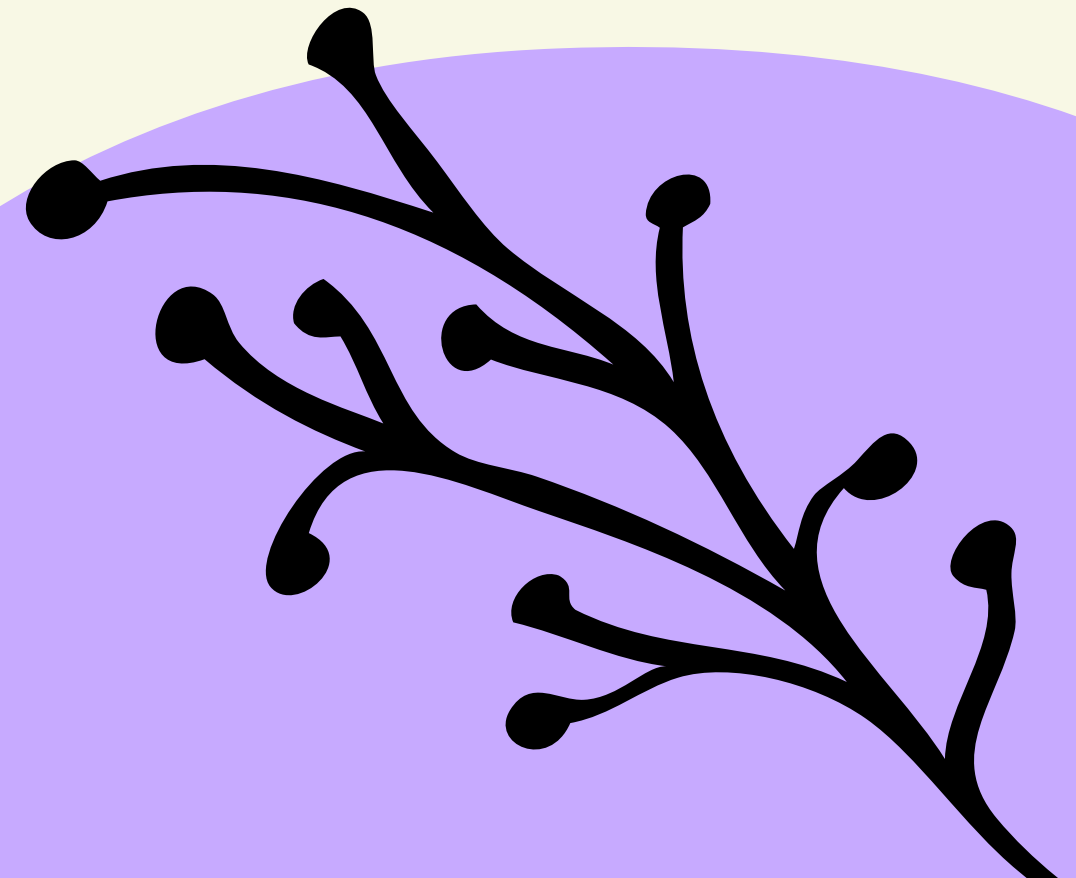
CONTINUOUS IMPROVEMENT

- Review the State Model Bullying Policy
- School Climate Surveys
- Parent Feedback
- Teacher Feedback
- Student Feedback
- Review of Data
- Parent Education Plan



THANK YOU!

- Megan Bushnell-Director
- Shaylyn Ekins-Elementary
- AJ Gilmore-Secondary



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 unlawfully 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 in 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 as 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 associated 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 an individual;
 - b. Involves any brutality of a physical nature, including whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;
 - c. Involves consumption of any food, alcoholic product, drug, or other substance or other physical activity that endangers the mental or physical health and safety of a school employee or student; or involves any activity that would subject a school employee or student to extreme mental stress, such as sleep deprivation, extended isolation from social contact, or conduct that subjects a school employee or student to extreme embarrassment, shame, or humiliation; and
 - 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 an individual whom the actor of the act knows, at the time the act is committed, is a member of, or candidate for membership in, a school or school sponsored team, organization, program, club, or event in which the actor also participates;
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. Threat of Terrorism
- 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 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. Out of school suspension
8. Peer Court (for 6th-12th graders)
9. Expulsion
10. 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 or designee may suspend a student for up to one school year.
3. The Board of Education may suspend a student for up to one 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 or designee.
 - 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. Peer Court (for 6th-12th graders)

1. Box Elder School District operates a Peer Court under the Utah Youth Court Diversion Act as a diversion program for students that have been identified by school administrators as having committed acts which indicated a need for an intervention.
2. Referrals for Peer Court
 - a. The determination of whether a Peer Court referral is warranted shall be made by the school administrator in consultation.
 - b. Students may be referred to Peer Court as an appropriate behavior response for Class C type misdemeanors including disorderly conduct, petty theft, trespassing, possession/use of illegal substances, vaping
3. Procedures for Peer Court
 - a. The Director of Student Services or designee along with community Police Departments is responsible for facilitating routine Peer Court meetings.
 - b. The Peer Court Facilitator shall conduct regular meetings at the routinely appointed time and place.
 - c. The cost to the student referred to Peer Court is \$25
4. Determinations from Peer Court
 - a. Box Elder School District does not make a determination of whether or not a student engaged in particular conduct, instead participation in peer court presumes the student engaged in conduct and the peer court provides a solution and encourages restorative practices.

<https://www.utahyouthcourts.com/>

K. Long-term Suspension or Expulsion

1. If the principal or assistant principal recommends long-term suspension or expulsion, the administrator shall notify the Superintendent or designee of that recommendation.
 - a. If the parent objects to the discipline, the Superintendent or designee shall schedule a hearing to be held with the student's parent, the student, and the Superintendent or 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 or designee shall provide written notice of the date, time, and place of the hearing to the student and student's parent so as to afford a reasonable opportunity for preparation.
 - 1) 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.
 - 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 designee 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 10 days of completion of the hearing.
 - g. Upon a finding that the student has engaged in conduct warranting discipline, the Superintendent or designee may determine what discipline or remedial measures are appropriate for the conduct.
3. If the Superintendent or designee determines that the appropriate sanction is expulsion, that sanction must be authorized by the Board of Education.
4. Other than expulsion, the Superintendent or designee 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 or designee 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 or designee to the Board of Education by filing a written notice of appeal with the Superintendent or designee within 10 days of the date the decision of the Superintendent or designee is mailed to the student. No further hearing will be held.
 - a. The Board shall review the evidence submitted to the Superintendent or designee and the written determination of the Superintendent or designee.
 - b. The Board may affirm the Superintendent or designee decision or modify the Superintendent or designee decision.
 - c. The Board's written decision shall be issued within 30 days of receipt of the student's written notice of appeal.
- L. Expulsion: If the Superintendent or designee recommends expulsion for an indefinite or definite period of time, then the Superintendent or designee will transmit that recommendation to the Board of Education along with the record of evidence submitted to the Superintendent or designee.

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 or designee, 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 or designee, then the Superintendent or designee shall submit that recommendation to the Board of Education. If the Board of Education approves the return, the student may return to school pursuant to the conditions established.
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 minor is found in possession of a dangerous weapon on school grounds when school is in session or at a school sponsored activity and that information is reported to or known by a school employee, the school employee shall notify the principal. After receiving such a notification, the principal shall notify appropriate law enforcement personnel as well as school and district personnel who the principal determines should be informed.
5. Parent and district responsibilities: If a student is expelled or suspended for more than 10 days, it is the responsibility of the student's parent to undertake an

alternative education plan which will ensure that the student's education continues during the period of the suspension or expulsion.

- 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.

M. 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.

N. Collection and Reporting of Incident Data

1. School personnel shall collect data with regard to incidents which occur on school grounds while school is in session or during a school-sponsored activity and which involve
 - a. suspension or expulsion of a student, or
 - b. arrest of a minor or
 - c. "other law enforcement activities" (defined below).
2. For this reporting requirement, "other law enforcement activities" means a significant law enforcement interaction with a minor that does not result in an arrest, including
 - a. a search and seizure by an SRO,
 - b. issuance of a criminal citation,
 - c. issuance of a ticket or summons,
 - d. filing a delinquency petition, or
 - e. referral to a probation officer.
3. The report of the incident shall also include information on the student or minor's age, grade level, race, sex, and disability status. If applicable, the report shall also include the demographics of a person who is subject to bullying, hazing, cyber-bullying, or retaliation. To collect the data, school personnel shall use the form established by the State Superintendent in consultation with law enforcement agencies.
4. The District shall report the data to the State Superintendent in a timely manner as required by the State Superintendent. The District shall report the data compiled for each school year to the State Superintendent on or before September 1 of the year in which the school year ended.

[Utah Code § 53E-3-516 \(2022\)](#)

[Utah Admin. Rules R277-912-2 \(September 24, 2020\)](#)

Policy 5270

Student Rights and Responsibilities Bullying, Cyberbullying, Hazing, and Abusive Conduct

A. Definitions

1. "Abusive conduct" means verbal, nonverbal, or physical conduct of a parent or student directed toward a school employee that, based on its severity, nature, and frequency of occurrence, a reasonable person would determine is intended to cause intimidation, humiliation, or unwarranted distress.
2. "Bullying" means intentionally committing a written, physical, or verbal act against a school employee or student that a reasonable person under the circumstances should know or reasonably foresee will have one of the following effects:
 - a. Causing physical or emotional harm to the school employee or student;
 - b. Causing damage to the school employee or student's property;
 - c. Placing the school employee or student in reasonable fear of:
 - 1) Harm to the school employee's or student's physical or emotional well-being;
or
 - 2) Damage to the school employee's or student's property.
 - d. Creating a hostile, threatening, humiliating, or abusive educational environment due to:
 - 1) The pervasiveness, persistence, or severity of the actions; or
 - 2) A power differential between the bully and the target; or
 - e. Substantially interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits.
 - f. The foregoing conduct constitutes bullying regardless of whether the person against whom the conduct is committed directed, consented to, or acquiesced in the conduct.
3. "Communication" means the conveyance of a message, whether verbal, written, or electronic.

4. "Cyberbullying" means:
 - a. Using the internet, a cell phone, or another device to send or post text, video, or an image with the intent or knowledge, or with reckless disregard, that the text, video, or image will hurt, embarrass, or threaten an individual, regardless of whether the individual directed, consented to, or acquiesced in the conduct, or voluntarily accessed the electronic communication.
 - b. In addition, any communication of this form that is generated off-campus but causes or threatens to cause a material and substantial disruption at school or interference with the rights of students to be secure may also be considered cyberbullying.
5. "Hazing" means a student intentionally, knowingly, or recklessly committing an act or causing another individual to commit an act toward a school employee or student that:
 - a. Meets one of the following:
 - 1) Endangers the mental or physical health or safety of a school employee or student; or
 - 2) 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;
 - 3) 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
 - 4) Involves any activity that would subject a school employee or student to extreme mental stress, such as sleep deprivation, extended isolation from social contact, or conduct that subjects a school employee or student to extreme embarrassment, shame, or humiliation; and either
 - b. 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
 - c. Is directed toward a school employee or student whom the student knows, at the time the act is committed, is a member of, or candidate for membership in, a school or school sponsored team, organization, program, club, or event in which student also participates.

The conduct described above constitutes hazing, regardless of whether the school employee or student against whom the conduct is committed directed, consented to, or acquiesce in, the conduct.

Utah Admin. Rules R277-613-2 (May 24, 2022)

[Utah Code § 76-5-107.5 \(2022\)](#)

[Utah Code § 53G-9-601\(1\) to \(5\) \(2023\)](#)

6. "Incident" means one or more infractions committed by a student or a group of students acting in concert, at the same time and place.

Utah Admin. Rules R277-613-2 (May 24, 2022)

7. "Infraction" means an act of prohibited behavior.

Utah Admin. Rules R277-613-2 (May 24, 2022)

8. "Retaliate" means an act or communication intended:

- a. as retribution against a person for reporting bullying, cyberbullying, abusive conduct, or hazing; or
- b. to improperly influence the investigation of, or the response to, a report of bullying, cyberbullying, abusive conduct, or hazing.

[Utah Code § 53G-9-601\(9\) \(2023\)](#)

9. "School Employee" means:

- a. school administrators, teachers, and staff members, as well as others employed or authorized as volunteers, directly or indirectly, by the school, school board, or school district and who works on a school campus.

[Utah Code § 53G-9-601\(11\) \(2023\)](#)

10. "Volunteer" means a non-employee with significant, unsupervised access to students in connection with a school assignment.

Utah Admin. Rules R277-613-2 (May 24, 2022)

B. Bullying and Abusive Conduct Prohibited

1. No student may engage in bullying of a student or school employee on school property, at a school related or sponsored event, on a school bus, at a school bus

stop, or while the student is traveling to or from a school location or school related or sponsored event. No student may engage in abusive conduct.

2. Students who engage in bullying or abusive conduct are in violation of this policy and verified infractions shall result in disciplinary action up to and including expulsion, consistent with the District's [Safe Schools Policy 5005](#).
3. Anonymous reports of bullying or abusive conduct alone cannot constitute the basis for formal disciplinary action.
4. The school or District may also report infractions to law enforcement if that is permitted by [Utah Code § 53G-8-211](#).

[Utah Code § 53G-9-605 \(2019\)](#)

Utah Admin. Rules R277-613-4(1)(a) (May 24, 2022)

Utah Admin. Rules R277-613-7 (May 24, 2022)

C. Hazing and Cyberbullying Prohibited

1. No student may engage in hazing or cyberbullying of a student or of a school employee at any time or at any location.
2. Students who engage in hazing or cyberbullying are in violation of this policy and verified infractions shall result in disciplinary action up to and including expulsion as well as suspension or removal from a school-sponsored team or activity, including school sponsored transportation, consistent with the District's [Safe Schools Policy 5005](#).
3. The school may also determine to break up or dissolve a team, organization, or other school sponsored group for hazing violations by its members.
4. Anonymous reports of hazing or cyberbullying alone cannot constitute the basis for formal disciplinary action.
5. The school or district may also report infractions to law enforcement if that is permitted by [Utah Code § 53G-8-211](#).

[Utah Code § 53G-9-605 \(2019\)](#)

Utah Admin. Rules R277-613-4(1)(a) (May 24, 2022)

D. Retaliation Prohibited

1. No student may engage in retaliation against a school employee, a student, or an investigation for, or witness of, an alleged incident of bullying, cyberbullying, hazing,

or retaliation against a school employee or student, or an alleged incident of abusive conduct.

2. Students who engage in retaliation are in violation of this policy and for verified infractions are subject to disciplinary action up to and including expulsion, consistent with the District's [Policy 5005 Safe Schools – Student Discipline/Behavior](#).
3. Anonymous reports of retaliation alone cannot constitute the basis for formal disciplinary action.
4. The school shall inform students who have reported being subject to bullying, cyberbullying, or hazing and these students' parents that retaliation is prohibited and shall encourage the students and parents to be aware of and to report any subsequent problems or new incidents.

[Utah Code § 53G-9-605 \(2019\)](#)

Utah Admin. Rules R277-613-4(1)(a) (May 24, 2022)

E. Making a False Report Prohibited

1. No student may make a false allegation of bullying, abusive conduct, cyberbullying, hazing, or retaliation against a school employee or student.
2. Students who engage in making such false allegations are in violation of this policy and verified violations shall result in disciplinary action up to and including expulsion, consistent with the District's [Policy 5005 Safe Schools – Student Discipline/Behavior](#).

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

Utah Admin. Rules R277-613-4(1)(a) (May 24, 2022)

F. Action Plan

1. Upon receipt of a reported incident of bullying, cyberbullying, hazing, abusive conduct, or retaliation, the school principal or designee shall promptly review and investigate the allegations. This investigation shall include interviewing the alleged targeted individual, the individual alleged to have engaged in prohibited conduct, the parents of the alleged target and alleged perpetrator, any witnesses to the conduct, school staff familiar with the alleged victim, and school staff familiar with the alleged perpetrator. The principal or designee may also review physical evidence, including but not limited to video or audio recordings, notes, email, text messages, social media, and graffiti. The principal or designee shall inform any person being interviewed that the principal or designee is required to keep the details of the interview confidential to the extent allowed by law and that further reports of bullying will become part of the investigation.

Utah Admin Rules R277-613-5(2), (3), (4) (May 24, 2022)

2. When the available information indicates that an infraction may also constitute a civil rights violation, the principal or designee shall also investigate that possible violation and take such disciplinary or other action as may be warranted.

Utah Admin. Rules R277-613-5(6) (May 24, 2022)

3. When it is determined that a student has been bullied, cyberbullied, or hazed, this plan of action should include consideration of what support, counseling, or other assistance the student may need to prevent such mistreatment from adversely affecting the student's ability to learn and function in the school setting.

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

4. The plan of action may include supporting involved students through trauma-informed care practices, if appropriate, as defined in Utah Admin. Rules R277-613-2(15).

Utah Admin. Rules R277-613-5(7) (May 24, 2022)

5. The plan of action may also include positive restorative justice practice action, if permitted. Restorative justice practice is a discipline practice that brings together students, school personnel, school families, and community members to resolve conflicts, address disruptive behaviors, promote positive relationships, and promote healing. An alleged targeted student is *not* required to participate in a restorative justice practice with an alleged perpetrator. If the principal or designee desires to have a student participate, the principal or designee shall first inform that student's parent about the restorative justice practice and obtain the parent's consent prior to such participation.

Utah Admin. Rules R277-613-2(12) (May 24, 2022)

Utah Admin. Rules R277-613-6(7) (May 24, 2022)

6. If any retaliation occurs, the principal or designee shall take strong responsive action against it, including but not limited to providing assistance to any targeted individual and his or her parent in reporting subsequent problems and new incidents.

Utah Admin. Rules R277-613-4(5) (May 24, 2022)

7. The principal or designee shall follow up with parents of all students involved (victim or perpetrator), informing parents when an investigation is concluded, what safety measures will be in place for their child as determined by the investigation, of additional information about the investigation to the extent consistent with the Family

Educational Rights and Privacy Act of 1974 (“FERPA”), and of any available appeal options if a parent disagrees with the resolution of the investigation.

Utah Admin. Rules R277-613-5(10) (May 24, 2022)

G. Training and Education

1. Each school shall establish procedures for training school employees, coaches, volunteers and students on bullying, cyberbullying, hazing, retaliation, or abusive conduct. The principal or designee shall be the point person to assist, direct, and supervise training on these matters.
 - a. Training to students, staff, and volunteers shall:
 - 2) Include information on:
 - a) Bullying, cyberbullying, hazing, retaliation, and abusive conduct;
 - b) Discrimination under Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990;
 - c) How bullying, cyberbullying, hazing, retaliation, and abusive conduct are different from discrimination and may occur separately from each other or in combination,
 - d) How bullying, cyberbullying, hazing, retaliation, and abusive conduct are prohibited based on the students’ or employees’ actual or perceived characteristics, including race, color, national origin, sex, disability, religion, gender identity, sexual orientation, or other physical or mental attributes, or conformance or failure to conform with stereotypes, and
 - e) The right of free speech and how it differs for students, employees, and parents;
 - 3) Complement the suicide prevention program required for students and the suicide prevention training required for licensed educators; and
 - 4) Include information on when issues relating to these standards may lead to employee or student discipline.

Utah Admin. Rules R277-613-4(6) (May 24, 2022)

Utah Admin. Rules R277-613-5(1)(c) (May 24, 2022)

Utah Admin. Rules R277-605-6(4) (July 22, 2022)

- b. This training shall be provided to all new employees, coaches, and volunteers within the first year of service and shall be provided to all employees, coaches, and volunteers at least once every three years after the initial training.

Utah Admin. Rules R277-613-4(7) (May 24, 2022)

Utah Admin. Rules R277-605-6(4) (July 22, 2022)

- c. In addition to training school employees and educating students mentioned above, all volunteer coaches, employees, and students involved in any curricular athletic program or any extra-curricular club or activity shall:
- 1) Complete bullying, cyberbullying, harassment, and hazing, and abusive conduct prevention training prior to participation;
 - 2) Repeat bullying, cyberbullying, harassment and hazing prevention training at least every three years;
 - 3) Be informed annually of the prohibited activities list provided previously in this policy and the potential consequences for violation of this policy.
- d. The content of this activity training shall be developed in collaboration with the Utah High School Activities Association (UHSAA) and the training shall also be provided in collaboration with UHSAA. The school shall obtain and keep signature lists of the participants in the activity training.

Utah Admin. Rules R277-613-6 (May 24, 2022)

Utah Admin. Rules R277-605-6(4) (July 22, 2022)

- e. Teachers should discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of bullying, harassment, hazing, or cyberbullying.

[Utah Code § 53G-9-605 \(2019\)](#)

- f. The District may also offer voluntary training to parents and students regarding abusing conduct.

[Utah Code § 53G-9-607\(1\)\(b\) \(2020\)](#)

- g. The principal or designee responsible for reviewing and investigating allegations of bullying, cyberbullying, hazing, retaliation, and abusive conduct shall receive training on conducting a review and investigation as provided for in this policy.

Utah Admin. Rules R277-613-5(1)(b) (May 24, 2022)

H. Assessment

1. Subject to the requirements of [Utah Code § 53E-9-203](#) regarding parental consent for certain types of inquiries of students, each school shall regularly (and at least once per year) conduct assessment through student input (surveys, reports, or other methods) of the prevalence of bullying, cyberbullying, and hazing in the school, and specifically in locations where students may be unsafe and adult supervision may be required such as playgrounds, hallways, and lunch areas.

Utah Admin. Rules R277-613-4(4) (May 24, 2022)

[Utah Code § 53E-9-203 \(2022\)](#)

I. Publication and Acknowledgment

1. A copy of this policy shall be included in student conduct handbooks, shall be provided to the parent of each student enrolled in the District, and shall be available on the District website.
2. Each student 8 years of age and older and a parent of each student enrolled in the District shall annually provide a signed statement stating that the student and parent has received a copy of this policy; however, such a statement is not a substitute for having met the training requirements of this policy.

[Utah Code § 53G-9-605\(3\)\(h\), \(4\) \(2019\)](#)

Utah Admin. Rules R277-613-4(1)(d), (2) (May 24, 2022)

J. Parental Notification of Incidents

1. The school shall notify the parent or a student who is involved in an incident of bullying, hazing, cyberbullying, abusive conduct, or retaliation (whether as a target or as a perpetrator).
2. The school is also required to notify and provide suicide prevention information to the parent of a student who threatens suicide. In addition, the school shall produce and maintain a record that verifies that the parent was notified of the threats or incidents listed above. The record is a private record for purposes of the Government Records Access and Management Act.
 - a. The process for notifying a parent shall consist of:
 - 1) The school principal or designee shall attempt to make personal contact with a parent when the school has notice of a threat or incident listed above. It is

recommended that the parent be informed of the threat or incident with two school people present. If personal contact is not possible, the parent may be contacted by phone. A second school person should witness the phone call.

- 2) Contact with the parent must be documented in a “Verification of Parent Contact Regarding Threat or Incident”.
3. (A copy of the “Verification of Parent Contact Regarding Threat or Incident” is attached below.) Subject to laws regarding confidentiality of student education records, at the request of a parent, a school may provide information and make recommendations related to an incident or threat.

[Utah Code § 53G-9-604 \(20232\)](#)

Utah Admin Rules R277-613-4(2) (May 24, 2022)

4. The record of parental notification shall be maintained in accordance with the [Utah Code Title 53E, Chapter 9, Part 3 Student Data Protection, Title 53E, Chapter 9, Part 2, Student Privacy, and the Federal Family Educational Rights and Privacy Act \(“FERPA”\)](#). A copy of the record of parental notification shall upon request be provided to the student to whom the record relates. After the student has graduated, the District shall expunge the record of parental notification upon request of the student.

[Utah Code § 53G-9-604\(2\)\(a\)\(ii\) \(2023\)](#)

K. Report to State Superintendent

1. Each year, on or before June 30, the District shall submit a report to the State Superintendent which includes
 - a. a copy of the District’s bullying policy;
 - b. confirmation of compliance with the requirement to obtain a signed acknowledgment of the policy from students, parents, and employees;
 - c. verification of required training regarding bullying, cyberbullying, hazing, retaliation, and abusive conduct;
 - d. the number of verified and alleged incidents of bullying, cyberbullying, hazing, and retaliation; and
 - e. the number and type of those incidents that either included a student or employee who is part of a federally protected class or was bullied, cyberbullied, hazed, or retaliated against because of the student’s or employee’s actual or

perceived disability, race, national origin, religion, sex, gender identity, sexual orientation, or other characteristic.

Utah Admin. Rules R277-613-5(11) (May 24, 2022)

**VERIFICATION OF PARENT CONTACT REGARDING
THREAT OR INCIDENT**

I, [Name] _____, principal or principal's designee, contacted [Name of parent] _____ on [Date] _____ and notified him or her that [Name of student] _____ was involved in an incident of bullying, hazing, cyberbullying, abusive conduct, or retaliation. Contact was made:

- [] in person
- [] by telephone (number used: _____)
- [] by email (email address used: _____)
- [] by other method (specify): _____

Notice was given of:

- [] bullying incident
- [] cyberbullying incident
- [] abusive conduct incident
- [] hazing incident
- [] retaliation incident
- [] suicide threat

[Name of school staff member] _____, witnessed the contact.

Principal or Principal's Designee Title Date

School Staff Member Title Date



Board Brief

March 2025

Budget Updates

On Friday, February 28, 2025, Governor Cox, President Adams, and Speaker Schultz announced that the legislature was proving a direct salary increase of \$1,446 to teachers and a \$1,000 bonus for education support staff. This is in addition to an increase to the WPU of 4%. Proposed education funding include -

- \$50 million – \$1,446 salary increase for teachers
 - \$1,000 direct salary increase, \$446 for the educator salary adjustment included in the base budget
- \$50 million – \$1,000 bonus for educator support staff
- \$178 million – 4% funding increase to the WPU
- \$77.7 million – Educator professional time
- \$65 million – Career and Technical Education Catalyst grant program
- \$14.3 million – Teachers’ supplies and materials
- \$12.4 million – Stipends for Future Educators grants for student teachers
- \$7.3 million – Grow Your Own Educator Pipeline Grant Program
- \$795,700 – Support for professional liability insurance premiums for Utah educators

[Public Education Appropriations](#) met on February 28, 2025, and release their recommendations for public education. When the session ends on Friday, March 7th, superintendents and business administrators will begin the process of analyzing the impact of the budget and legislation that was passed.

Utah Loves Public Schools

[Utah Loves Public Schools](#) is a new 501-4C actively promoting public education in Utah by advocating for policies that support well-funded, high-quality public schools. The organization works to raise awareness about the challenges public schools face, such as funding shortages and legislative threats, while also highlighting the successes of educators and students. Through community engagement, social media campaigns, and collaboration with policymakers, Utah Loves Public Schools encourages public support for education and opposes initiatives that divert resources away from public schools, such as vouchers and funding caps.

USBA Spring Regional Meetings

The Utah School Boards Association (USBA) Spring Regional Meetings will begin the week after the legislative session. The meetings will provide an opportunity for school board members, superintendents and business administrators to discuss key legislative updates and begin to think about the JLC priorities for 2026. The schedule of meetings can be found [here](#).

Keeping the Momentum: Advocacy Efforts After the Legislative Session

The conclusion of a legislative session does not mean the end of advocacy for public education. In fact, the work of school board members advocating students, teachers, and communities is just



as critical in the months that follow. Here are some key steps school board members can take to continue their advocacy efforts year-round:

1. Connect with Legislators

Maintaining relationships with lawmakers is essential. Follow up with legislators to thank them for their support on key education issues or to express concerns about policies that may impact your district. Inviting them to visit schools in your community can provide valuable firsthand insight into the successes and challenges of public education.

2. Engage with the Community

Advocacy extends beyond legislative halls—it thrives in local communities. Keep parents, teachers, and community members informed about legislative outcomes and their impact on schools. Encourage continued engagement by hosting town halls, school board meetings, or community forums to discuss ongoing challenges and solutions.

3. Build Stronger Coalitions

Strength in numbers is key to effective advocacy. Collaborate with other school board members, district administrators, parent organizations, and local businesses to amplify the voice of public education. Partnering with advocacy groups such as the Utah School Boards Association (USBA) can help ensure a unified message and stronger influence.

4. Monitor Implementation and Impacts

New policies and funding decisions take time to be implemented. School board members should closely monitor how legislative changes affect their districts and be prepared to address any unintended consequences. Gathering data and real-world examples can be valuable for future advocacy efforts.

5. Prepare for the Next Session

Advocacy is a continuous process. Start preparing for the next legislative session by identifying priorities early. Work with district stakeholders to develop clear goals, gather relevant data, and build relationships with policymakers in the interim. Engaging in ongoing discussions with legislators before they reconvene can help shape future policies.

By remaining engaged, proactive, and collaborative, school board members can ensure that the needs of public schools remain at the forefront of legislative discussions year-round. Advocacy does not end when the session adjourns—it is an ongoing commitment to strengthening public education in Utah.

UTAH SCHOOL BOARDS ASSOCIATION & UTAH SCHOOL SUPINTENDENTS ASSOCIATION TRACKING SHEET						
HOUSE						
Bill #	Sponsor	Title	Summary	JLC Meeting	JLC Position	Legislative Action
HB40	Wilcox	School Safety Amendments	This bill modifies school safety provisions.	2/21/2025	Monitor	PASSED
HB42	Pierucci	English Learner Amendments	This bill provides emergency funding to school experiencing a significant increase in English language learner enrollment	1/9/2025	Support	PASSED
HB76	Miller	Public Education Revisions	This bill amends provisions and programs regarding the operation of the public education system.	1/31/2025	Monitor	PASSED
HB77	Lee	Flag Display Amendments	This bill allows a local education agency to display certain flags in a public school or charter school facility or grounds under certain circumstances and provides a remedy for a violation.	1/9/2025	Oppose	PASSED
HB100	Clancy	Food Security Amendments	This bill establishes a program to provide free breakfast and lunch to eligible students and requires participation in the Summer Electronic Benefits Transfer Program.	1/24/2025	Support	PASSED
HB104	Shipp	Firearm Safety in Schools Amendments	This bill addressed firearm safety instruction in public schools.	2/7/2025	Oppose	PASSED
HB110	Auxier	Minimum Basic Tax Rate Reduction	This bill amends provisions related to the minimum basic tax rate that funds public education.	2/21/2025	Oppose	PASSED
HB124	Lee	Education Industry Employee Privacy	This bill provides for the personal privacy of local education agency employees.	1/24/2025	Oppose	PASSED
HB144	Defay	School District Contracting Amendments	This bill enacts provisions related to federal contracts with LEAs.	2/21/2025	Support	PASSED
HB157	Jack	Energy Education Amendments	This bill modifies provisions related to the Office of Energy Development.	2/7/2025	Support	PASSED
HB161	Matthews	School Bus Route Amendments	This bill amends student eligibility for state-supported transportation.	2/14/2025	Support	PASSED
HB168	Defay	Artificial Intelligence in Education	This bill established a task force to guide the implementation and use of artificial intelligence in Utah's education system.	2/7/2025	Monitor	DID NOT PASS
HB181	Watkins	School Week Schedule Amendments	This bill amends provisions relating to requesting a waiver to implement a four-day school week.	#####	Support	DID NOT PASS

Joint Legislative Committee Bill Tracker - 2024

HB184	Miller	School Trust Land Amendments	This bill streamlines the School LAND Trust Program by shifting responsibilities and improving transparency.	1/24/2025	Support	PASSED
HB189	Defay	Public Education Course Grade Requirements	This bill prohibits a local education agency (LEA) from requiring student attendance at an off-campus event.	1/24/2025	Oppose	DID NOT PASS
HB191	Teuscher	High School Credit Amendments	This bill addresses the use of an instructional packet to receive credit in public high school.	2/21/2025	Oppose	PASSED
HB204	Peterson, K.	Stipends for Future Educators Grant Program Amendments	This bill amends provisions regarding the Stipend for Future Educators Grant Program (program).	1/24/2025	Support	PASSED
HB209	Peck	Homeschool Amendments	This bill amends provisions related to home school affidavits.	1/31/2025	Oppose	PASSED
HB225	Moss, C.	School Zone Speeding Amendments	This bill addresses penalties for speeding in a school zone.	2/14/2024	Support	PASSED
HB228	Lisonbee	Public Education Immunization Amendments	This bill amends provisions regarding a student's immunization record.	2/7/2025	Monitor	PASSED
HB233	Peck	School Curriculum Amendments	This bill restricts certain entities from involvement in health education in public schools.	2/7/2025	Oppose	PASSED
HB237	Snider	Rollback Tax Amendments	This bill modifies provisions related to property taxes and fees imposed when land is no longer used for agricultural purposes.	1/31/2025	Oppose	PASSED
HB246	Elison	Statewide Online Education Program Amendments	This bill makes changes to enhance quality, accountability, and transparency in the Statewide Online Education Program.	1/31/2025	Support	PASSED
HB247	Ballard	School Swimming and Lifeguarding Programs	This bill enacts provisions in public education related to water safety.	1/31/2025	Oppose	DID NOT PASS
HB250	Peck	Public Employee Gender-specific Language Requirements	This bill prohibits certain employment action against a public employee.	2/7/2025	Monitor	DID NOT PASS
HB260	Peterson, V.	First Credential Program	This bill replaces the PRIME program to create the First Credential program.	1/31/2025	Support	PASSED
HB267	Teuscher	Public Sector Labor Union Amendments	This bill amends provisions governing public employer, public safety, and public fire labor organizations.	1/24/2025	Oppose	PASSED & SIGNED
HB268	Miller	Nonresident Online School Amendments	This bill modifies resident district payments to a nonresident district under certain circumstances.	2/14/2025	Support	PASSED
HB280	Pierucci	School District Administrator Authority	This bill amends the definition of an employee.	1/31/2025	Oppose	DID NOT PASS
HB281	Gricius	Health Curriculum and Procedures Amendments	This bill amends provisions regarding health instruction and physical and mental health procedures in the public education system.	1/31/2025	Monitor	PASSED

HB303	Action	Public School Directory Sharing Amendments	This bill amends the communication requirement of a local education agency.	1/31/2025	Oppose	DID NOT PASS
HB325	Miller	Parent Access to Learning Materials Pilot Program	This bill creates the Parent Access to Learning Materials Pilot Program.	1/31/2025	Monitor	DID NOT PASS
HB344	Strong	School Fees Amendments	This bill amends provisions related to school fees.	1/31/24	Monitor	PASSED
HB381	Welton	Civics Education Amendments	This bill amends certain graduation requirements.	2/7/25	Oppose	PASSED
HB395	Welton	LEA Reporting Requirements	This bill requires the State Board of Education (state board) to study and make recommendations regarding local education agency (LEA) reporting of costs associated with implementing new legislation.	2/7/25	Support	DID NOT PASS
HB396	Peterson,K.	Small School District Scale of Operations Formula	This bill amends the formula for necessarily existent small schools funding.	2/7/25	Support	PASSED
HB397	Welton	School Fee Waiver Amendments	This bill amends provisions related to school fee waivers.	2/21/25	Support	DID NOT PASS
HB402	Chevrier	Food Available at Schools Amendments	This bill enacts provisions to prohibit certain food additives from being served in a public school.	2/21/25	Monitor	PASSED
HB408	Shipp	School Board Referendum Amendments	This bill amends provisions related to local referendums	2/14/25	Oppose	DID NOT PASS
HB428	Koford	Property Tax Changes	The bill modifies provisions related to property tax.	2/21/25	Monitor	PASSED
HB432	MacPherson	Tobacco and Electronic Cigarette Modifications	This bill amends provisions related to tobacco and electronic cigarette products.	2/21/25	Oppose	DID NOT PASS
HB447	Schultz	Statewide Catalyst Campus Model	This bill establishes a grant program to help local education agencies create or expand catalyst centers.	2/14/25	Support	PASSED
HB455	Pierucci	Utah Fits All Scholarship Program Amendments	This bill amends provisions related to the Utah Fits All Scholarship Program.	2/14/25	Monitor	PASSED
HB462	Auxier	Rural School Funding Amendments	This bill creates the Rural Schools Sports Facilities Grant Program.	2/14/25	Monitor	PASSED
HB473	Peck	School Digital Materials Amendments	This bill amends and enacts provisions regarding the accessibility of sensitive material through digital instructional material in a school setting.	2/14/25	Oppose	DID NOT PASS
HB477	MacPherson	School Trespass Amendments	This bill amends provisions regarding trespass upon school property.	2/14/25	Oppose	PASSED
HB483	Walter	School and Institutional Trust Land Modifications	This bill addresses provisions related to school and institutional trust lands.	2/14/25	Oppose	PASSED
HB486	Teuscher	Number of School Days Amendments	This bill allows a local education agency governing board to determine a school term.	2/21/25	Monitor	DID NOT PASS

HB497	Hall	Public Education Compliance	This bill amends and provisions expanding the authority of the State Board of Education (state board) to address local education agency compliance.	2/21/25	Monitor	PASSED
HB508	MacPherson	School Data Amendments	This bill requires the State Board of Education (state board) to study and make recommendations regarding local education agency (LEA) data collection, retention, student information systems, and reporting requirements.	2/21/25	Oppose	PASSED
HB545	Peterson, K.	School District Governance Agreements	This bill prohibits certain agreements that delegate governance authority over a district or school to a private entity.	2/28/25	Monitor	PASSED
HB552	Auxier	Local Building Authority Amendments	This bill amends the authority of a local building authority.	2/28/25	Oppose	DID NOT PASS
SENATE						
Bill #	Sponsor	Title	Summary	JLC Meeting	JLC Position	Legislative Action
SB20	Harper	Utah Retirement Systems Amendments	This bill modifies the contribution provisions for the New Public Employees' Tier II Contributory Retirement Act.	1/9/2025	Support	DID NOT PASS
SB32	Fillmore	Class Size Reduction Modifications	This bill amends the class size reduction appropriations.	1/9/2025	Oppose	DID NOT PASS
SB35	Johnson	Statewide Online Education Program Modifications	This bill amends the small school portion of the Statewide Online Education Program.	1/31/2025	Monitor	PASSED
SB37	Fillmore	Minimum Basic Tax Rate Amendments	This bill amends provisions related to the minimum basic tax that school districts impose.	1/9/2025	Oppose	PASSED
SB39	Johnson	Education Testing Amendments	This bill amends provisions relating to Utah standard assessments.	2/7/2025	Support	PASSED
SB98	Wilson	Parental Education on Student Use of Technology Amendments	This bill provides for parental education regarding student use of technology.	2/7/2025	Support	PASSED
SB102	Fillmore	Public Education Funding Modifications	This bill establishes sunset dates and allocation of remaining funds for certain programs.	1/24/2025	Oppose	PASSED
SB105	Plumb	Student Privacy and Modesty in Public Education	This bill enacts provisions regarding a student's reasonable expectation of individual privacy and personal modesty in the public education system.	2/7/2025	Monitor	PASSED
SB111	Millner	Public Education Governance Amendments	This bill amends provisions regarding governance of the public education system.	1/24/2025	Monitor	DID NOT PASS
SB135	Reibe	Educational Medical Services Amendments	This bill defines terms related to educational medical services.	2/7/2025	Support	DID NOT PASS

Joint Legislative Committee Bill Tracker - 2024

SB137	Cullimore	Course Choice Empowerment	This bill established a private and home school online	1/31/2025	Oppose	PASSED
SB141	Reibe	Office of Student Health Affairs	This bill creates the Office of Student Health Affairs within the Department of Health and Human Services.	2/7/2025	Monitor	DID NOT PASS
SB154	Brammer	Legislative Audit Amendments	This bill enacts provisions related to certain information and	2/21/2025	Monitor	PASSED
SB170	Escamilla	School Discipline Amendments	This bill regulates the use of physical interventions of a	2/7/2025	Monitor	PASSED
SB173	Escamilla	School Meal Amendments	This bill provides free breakfast and lunch to all students in	2/7/2025	Monitor	DID NOT PASS
SB178	Fillmore	Devices in Public Schools	This bill addresses the use of cellphones, smart watches, or	1/31/2025	Support	PASSED
SB205	Plumb	Student Privacy Amendments	This bill amends provisions related to student privacy in	2/7/2025	Monitor	DID NOT PASS
SB223	McKell	Public Education Bullying	This bill enacts definitions of bullying for the public	2/7/2025	Support	PASSED
SB249	Cullimore	Student Integration Amendments	This bill addresses the integration of a student into a school	2/14/2025	Support	PASSED
SB279	McKell	High School Rodeo Amendments	absent from school.	2/21/2025	Oppose	PASSED
SB281	Grover	Amendments	This bill modifies provisions related to corporal punishment.	2/21/2025	Monitor	DID NOT PASS
SB307	Stratton	Amendments	Commission	2/28/2025	Support	DID NOT PASS
SB308	McCay	Amendments	courses for accelerated foreign language students	2/28/2025	Support	DID NOT PASS
SB321	Fillmore	Amendments	This bill removes a hold harmless provision	2/28/2025	Oppose	DID NOT PASS
SB337	Cullimore	Amendments	authorizes the chief executive officer of Governor's Office of	2/28/2025	Oppose	DID NOT PASS

**MONTHLY FINANCIAL REPORT
FEBRUARY 28, 2025**

	ENDING FEB 2025	2024-25	2024-25	Curr Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			67%	67%		
	Percent of 9 month contract completed			67%	67%		
1	GENERAL FUND (M&O) FUND (10)						
2							
3	REVENUE:						
4	Local						
5	Property	31,750,300	30,316,505	95.5%	84.2%	27,092,990	32,194,260
6	Tuitions	250,000	242,590	97.0%	27.8%	150,720	542,648
7	Investment Earnings	1,250,000	1,168,344	93.5%	54.1%	1,174,738	2,170,032
8	Indirect Costs	325,000		0.0%	0.0%		-2,610
9	Rental Fees/Building/Ft	90,000	89,653	99.6%	22.1%	40,099	181,846
10	Other	990,250	730,888	73.8%	34.4%	533,113	1,548,991
11	State	95,937,450	66,720,495	69.5%	71.4%	67,598,337	94,724,699
12	Federal	5,525,000	3,860,701	69.9%	47.6%	4,313,844	9,063,864
13	Misc./ Fund Bal	5,000	2,554	51.1%	0.0%		
14	TOTAL M & O						
15	REVENUE	136,123,000	103,131,730	75.8%	71.9%	100,903,840	140,423,730
16	Beg Balance	1,642,130		71.9%			1,642,130
17	Less:						
18	Ending Balance	1,722,500					
19	TOTAL M & O FUNDS						
20	available	136,042,630	103,131,730	75.8%	71.0%	100,903,840	142,065,860
21							
22	EXPENDITURES:						
23	Instruction (1000)						
24	Salaries	62,490,300	35,764,817	57.2%	57.6%	33,983,052	59,043,206
25	Benefits	21,205,970	13,045,852	61.5%	54.5%	11,730,281	21,515,194
26	Purchased Serv.	3,824,110	1,818,096	47.5%	57.6%	1,493,016	2,592,404
27	Supplies/Textbooks	5,385,400	1,974,380	36.7%	50.3%	1,648,598	3,280,254
28	Equipment	1,050,000	118,332	11.3%	12.4%	32,869	265,298
29	Other	850,000	420,710	49.5%	10.2%	86,879	851,426
30	Total	94,805,780	53,142,187	56.1%	55.9%	48,974,694	87,547,781
31							
32	Student Services (2100)						
33	Salaries	4,268,550	2,644,887	62.0%	58.2%	2,669,094	4,583,585
34	Benefits	1,526,620	999,833	65.5%	58.2%	1,018,553	1,749,225
35	Other	410,000	199,447	48.6%	54.4%	174,169	320,071
36	Total	6,205,170	3,844,167	62.0%	58.0%	3,861,816	6,652,881
37							
38	Instructional Staff (2200)						
39	Salaries	1,925,280	1,157,374	60.1%	58.2%	1,124,850	1,931,792
40	Benefits	710,680	443,861	62.5%	60.0%	441,208	735,090
41	Other	662,870	580,718	87.6%	430.5%	497,214	115,492
42	Total	3,298,830	2,181,953	66.1%	74.2%	2,063,272	2,782,374
43							

**MONTHLY FINANCIAL REPORT
FEBRUARY 28, 2025**

ENDING FEB 2025	2024-25	2024-25	Currt Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
Description	Proposed	YTD	%	%	YTD	Actual
Percent of Fiscal Year completed			67%	67%		
Percent of 9 month contract completed			67%	67%		
44 District Administration (2300)						
45 Salaries	462,770	375,436	81.1%	66.6%	291,641	437,687
46 Benefits	215,820	143,252	66.4%	67.5%	120,057	177,767
47 Purch Services	270,000	149,238	55.3%	47.3%	139,969	296,128
48 Liability Insurance	218,920	229,120	104.7%	100.0%	182,427	182,427
49 Supplies	65,400	45,807	70.0%	65.9%	32,895	49,953
50 Other	45,500	29,095	63.9%	93.5%	29,844	31,913
51 Total	1,278,410	971,948	76.0%	67.8%	796,833	1,175,875
52						
53 School Administration (2400)						
54 Salaries	5,778,870	3,430,577	59.4%	65.2%	3,365,429	5,163,721
55 Benefits	2,187,420	1,301,816	59.5%	65.0%	1,295,481	1,992,425
56 Prof Serv/Travel	121,000	65,815	54.4%	46.1%	45,716	99,082
57 Other	16,500	14,545	88.2%	100.0%	14,169	14,169
58 Total	8,103,790	4,812,753	59.4%	64.9%	4,720,794	7,269,397
59						
60 Business & Support (2500)						
61 Salaries	795,050	454,909	57.2%	65.6%	468,997	714,792
62 Benefits	367,140	167,384	45.6%	65.0%	174,453	268,290
63 Purchased Services	210,060	206,160	98.1%	38.2%	68,969	180,412
64 Other	69,000	888	1.3%	7.0%	643	9,237
65 Total	1,441,250	829,341	57.5%	60.8%	713,062	1,172,731
66						
67 Operation & Maintenance (2600)						
68 Salaries	6,464,160	4,252,992	65.8%	65.9%	4,107,196	6,228,590
69 Benefits	2,310,960	1,555,053	67.3%	67.3%	1,545,512	2,297,186
70 Electricity	1,129,450	947,704	83.9%	60.4%	683,008	1,130,920
71 Purchased Service	802,000	502,299	62.6%	61.4%	411,370	670,249
72 Telephone	222,130	72,213	32.5%	63.5%	114,814	180,721
73 Natural Gas	895,300	319,235	35.7%	67.3%	549,785	816,578
74 Prop Insurance	345,000	206,810	59.9%	100.0%	313,870	313,870
75 Repair	650,250	180,967	27.8%	90.5%	527,415	582,800
76 Supplies	1,020,000	603,167	59.1%	61.5%	632,632	1,028,927
77 Other	1,000	361	36.1%	100.0%	350	350
78 ESSER III					1,773,537	
79 Total	13,840,250	8,640,802	62.4%	80.4%	10,659,490	13,250,192
80						

**MONTHLY FINANCIAL REPORT
FEBRUARY 28, 2025**

ENDING FEB 2025	2024-25	2024-25	Currt Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
Description	Proposed	YTD	%	%	YTD	Actual
Percent of Fiscal Year completed			67%	67%		
Percent of 9 month contract completed			67%	67%		
81 Transportation (2700)						
82 Salaries	4,200,440	2,477,639	59.0%	58.5%	2,295,262	3,925,597
83 Benefits	1,258,260	826,912	65.7%	60.7%	755,309	1,243,996
84 Purch Serv	352,770	296,626	84.1%	53.0%	260,711	492,284
85 Fuel	913,020	521,803	57.2%	57.4%	487,538	849,960
86 Supplies	605,490	392,387	64.8%	61.3%	343,181	559,681
87 Other/Property	5,000	1,840	36.8%	0.0%	0	84,524
88 Total	7,334,980	4,517,208	61.6%	57.9%	4,142,001	7,156,042
89						
90 Community Services (3300)						
91 Salary	721,480	486,396	67.4%	59.4%	464,227	781,246
92 Benefits	211,680	144,378	68.2%	62.6%	130,535	208,674
93 Purchased Serv	16,450	7,480	45.5%	39.9%	9,356	23,437
94 Supplies/Util	114,050	50,090	43.9%	56.2%	51,681	91,958
95 Property	13,200	1,220	9.2%	42.0%	4,978	11,841
96 Other Objects	9,800	3,772	38.5%	51.3%	4,936	9,630
97 Desig. Fund Bal						
98 Total	1,086,660	693,336	63.8%	59.1%	665,712	1,126,786
99 Total Expenditures	137,395,120	79,633,697	58.0%	59.8%	76,597,676	128,134,059
100 Interfund Trans					2,127	2,127
101 Change Desig Fund Bal						
102 Other/Budget Cuts						
103 TOTAL EXPENDITURERS						
104 M & O	137,395,120	79,633,697	57.96%	59.8%	76,599,803	128,136,186
105						

**MONTHLY FINANCIAL REPORT
FEBRUARY 28, 2025**

	ENDING FEB 2025	2024-25	2024-25	Curr Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			67%	67%		
	Percent of 9 month contract completed			67%	67%		
106	School Activity Fund (21)						
107							
108	REVENUE:						
109	School Deposits	4,600,000	3,473,156	75.5%	64.1%	3,211,883	5,012,442
110							
111	Other						
112	Total Revenue	4,600,000	3,473,156	75.5%	64.1%	3,211,883	5,012,442
113	EXPENDITURES:						
114	Purchased Services	750,000	197,315	26.3%	41.7%	279,149	668,906
115	Supplies	3,580,000	2,084,848	58.2%	52.8%	2,271,540	4,302,974
116	Equipment/Property	250,000	12,370	4.9%	75.8%	450	594
117	Desig/Other/Adm	20,000	126,275	631.4%	68.1%	136,290	200,133
118	Total Expenditures						
119	School Activity	4,600,000	2,420,808	52.6%	52.0%	2,687,429	5,172,607
120	DEBT SERVICE FUND (31)						
121							
122	REVENUE:						
123	Property Tax	3,222,550	3,276,258	101.7%	84.2%	3,227,918	3,835,694
124	Interest	102,220	284,708	278.5%	58.9%	252,291	428,549
125	Other						
126	Total	3,324,770	3,560,966	107.1%	81.6%	3,480,209	4,264,243
127	Beginning Bal	5,896,500		0.0%	0.0%		4,412,508
128	LESS:						
129	Ending Balance			0.0%			
130	Funds Available	5,696,520		0.0%	0.0%		5,423,353
131	EXPENDITURE:						
132	Bond Debt	3,521,250	3,253,250	92.4%	100.0%	3,250,398	3,250,398
133	Fees	3,500		0.0%	0.0%		3,000
134	Other Uses						0
135	Total	3,524,750	3,253,250	92.3%	99.9%	3,250,398	3,253,398

**MONTHLY FINANCIAL REPORT
FEBRUARY 28, 2025**

	ENDING FEB 2025	2024-25	2024-25	Curr Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			67%	67%		
	Percent of 9 month contract completed			67%	67%		
136	CAPITAL OUTLAY FUND (32)						
137							
138	REVENUE:						
139	Property Tax	9,140,440	9,480,394	103.7%	84.2%	10,960,574	13,024,313
140	Interest	750,000	514,238	68.6%	57.6%	641,324	1,114,094
141	Other	52,000	47,168	90.7%	39.7%	39,483	99,423
142	State	45,000	553,534	1230.1%	2.2%	33,499	1,553,498
143	Federal /MBA		10,056	0.0%	0.0%	15,084	16,684
144	Ins./Prop.Recry	20,000	20,672	103.4%	97.9%	921,011	941,006
145	Total Revenue	10,007,440	10,626,062	106.2%	75.3%	12,610,975	16,749,018
146	Lease Revenue MBA						
147	Other Sources(F50)	345,580					2,610
148	Desig. Fund Bal						
149	TOTAL REVENUE CAPITAL						
150	OUTLAY	10,353,020	10,626,062	102.6%	75.3%	12,610,975	16,751,628
151	Beg. Balance	15,195,160					2,638,711
152	Less:						
153	Ending Balance	13,392,180					
154	Capital Outlay Funds						
155	available	12,156,000	10,626,062	87.4%	65.0%	12,610,975	19,390,339

**MONTHLY FINANCIAL REPORT
FEBRUARY 28, 2025**

ENDING FEB 2025	2024-25	2024-25	Currt Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
Description	Proposed	YTD	%	%	YTD	Actual
Percent of Fiscal Year completed			67%	67%		
Percent of 9 month contract completed			67%	67%		
156 EXPENDITURES:						
157 Oper/Maint			0.0%	0.0%	3,233	3,078
158 Other Equipment		251,637	0.0%	0.0%		121,593
159 Purchased Services	5,000	6,000	120.0%	0.0%	2,500	2,500
160 Technology/Software	2,500,000	609,805	24.4%	69.1%	836,626	1,479,525
161 Improvement			0.0%			
162 Buildings Maint	2,500,000	1,995,997	79.8%	93.7%	1,021,825	1,239,136
163 Vehicles/Buses	510,000	221,380	43.4%	0.0%	78,538	1,624,060
164 Furniture/Equip	1,600,500	757,418	47.3%	0.0%	1,161,360	3,339,265
165 Other Objects/Supplies	190,000		0.0%	0.0%		340
166 Vehicle charges	310,000		0.0%			
167 Total Capital	7,615,500	3,590,600	47.1%	39.7%	3,104,082	7,809,497
168 Other/Portables	350,000	627,936	179.4%	0.0%	296,532	296,532
169 Grouse Creek	125,000	609	0.5%	100.0%	68,080	68,080
170 Golden Spike	200,000	-171,642	-85.8%	74.1%	419,389	566,168
171 School Small Capital	250,000	255,515	102.2%			
172 HS Athletic Facilities	125,000		0.0%	0.0%	1,067,292	1,067,292
173 Property/Other	1,500,000	990,251	66.0%	0.0%	27,911	27,911
174 Total Construction	2,550,000	1,702,669	66.8%	92.8%	1,879,203	2,025,982
175 Desig. F Bal						
176 MBA/Bond Fee/Fund 50	1,990,500	1,670,509	83.9%	0.0%	1,675,801	1,506,771
177 Other					426	789
178 TOTAL EXPENDITURES *						
179 CAPITAL OUTLAY	12,156,000	7,215,415	59.4%	56.7%	6,659,512	11,743,039
180						

**MONTHLY FINANCIAL REPORT
FEBRUARY 28, 2025**

	ENDING FEB 2025	2024-25	2024-25	Curr Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			67%	67%		
	Percent of 9 month contract completed			67%	67%		
181	SCHOOL FOOD SERVICE FUND (49)						
182							
183	REVENUE:						
184	Lunch Sales	1,200,000	907,398	75.6%	54.6%	831,197	1,521,093
185	State	1,200,500	415,012	34.6%	41.4%	587,277	1,417,063
186	Federal	2,575,000	1,417,329	55.0%	49.7%	1,308,018	2,632,718
187	Other/Inventory Adj			0.0%	0.0%	0	-55,095
188	TOTAL REVENUE SCHOOL						
189	FOODS	4,975,500	2,739,739	55.1%	49.4%	2,726,493	5,515,780
190	Beg. Balance	5,133,182	5,133,182				5,371,320
191	Less:						
192	Ending Balance	4,133,182					5,133,182
193	School Food Service Funds						
194	available	4,133,182	7,872,921	190.5%	47.4%	2,726,493	5,753,917
195	EXPENDITURES:						
196	Salaries	1,950,000	1,195,200	61.3%	58.4%	1,178,243	2,018,213
197	Benefits	550,000	313,697	57.0%	61.3%	341,803	557,845
198	Food/Supplies	2,910,000	1,780,817	61.2%	61.2%	1,596,564	2,610,555
199	Equipment	129,000	147,868	114.6%	2.6%	2,580	98,507
200	Other Costs	111,500	22,139	19.9%	68.7%	67,675	98,564
201	Dir/Indirect Costs	325,000	0	0.0%	0.0%	-85,512	-85,512
202	TOTAL EXPENDITURES SCHOOL						
203	FOODS	5,975,500	3,459,721	57.9%	58.5%	3,101,354	5,298,173
204							

**MONTHLY FINANCIAL REPORT
FEBRUARY 28, 2025**

	ENDING FEB 2025	2024-25	2024-25	Curr Bud vs Actual	Prev Bud vs Actual	2023-24	2023-24
	Description	Proposed	YTD	%	%	YTD	Actual
	Percent of Fiscal Year completed			67%	67%		
	Percent of 9 month contract completed			67%	67%		
205	Foundation Fund (75)						
206							
207	REVENUE:						
208	Total Revenue	350,000	375,495	107.3%	77.8%	433,626	557,267
209	Available Revenue	350,000	375,495	107.3%	77.8%	433,626	557,267
210	EXPENDITURE:						
211	Expenses	350,000	337,765	96.5%	73.8%	233,651	316,704
212	Changes/Desg Fund Bal						0
213	TOTAL EXPENDITURE	350,000	337,765	96.5%	73.8%	233,651	316,704
214							
215	Agency Fund (76)						
216							
217	REVENUE:						
218	Agent Services	32,500	66,674	205.1%	94.6%	22,000	23,250
219	State	6,000		0.0%	0.0%	4,134	4,517
220	Federal	0		0.0%	0.0%		0
221	Other	0		0.0%	0.0%		0
222	TOTAL REVENUE/BB						
223	AGENCY FUND	38,500	66,674	173.2%	94.1%	26,134	27,767
224	EXPENDITURE:						
225	Instruction	1,000	1,269	126.9%	100.0%	105	105
226	NUCC	35,000	19,025	54.4%	89.6%	30,441	33,971
227	Other	2,500	2,088	83.5%	64.6%	2,238	3,465
228	Changes/Desg Fund Bal			0.0%	0.0%		
229	TOTAL EXPENDITURES						
230	AGENCY FUND	38,500	22,382	58.1%	87.3%	32,784	37,541
231							
232							
233		SUMMARY				SUMMARY	
234							
235	GRAND TOTAL FUNDS AVAILABLE						
236	ALL FUNDS	162,136,540	123,973,822	76.5%		123,393,160	
237	GRAND TOTAL EXPENDITURE					92%	
238	ALL FUNDS	164,039,870	96,343,038	58.7%		92,564,929	

POLICY 2032

Procurement of Construction: Construction and School-Site Acquisition Requirements

A. School Site Acquisition Requirements

1. Before school construction begins:

- a. Prior to the acquisition of a school site, the District shall notify the following of its intent to acquire the site:
 - 1) an affected local entity,
 - 2) the Utah Department of Transportation, and
 - 3) an electrical corporation, gas corporation, or telephone corporation (as defined in [Utah Code § 54-2-1](#)) that provides service or maintains infrastructure within the immediate area of the proposed site.
- b. As soon as possible after this notice is given, representatives of the District, the affected local government entity, and the Department of Transportation shall meet to:
 - 1) discuss information provided by the District as available regarding:
 - a) potential community impacts;
 - b) Approximate lot size;
 - c) Approximate building size and use;
 - d) Estimated student enrollment;
 - e) Proposals for ingress and egress, parking, and fire lane location; and
 - f) Building footprint and location;
 - 2) Negotiate any fees that might be charged by the local governmental entity in connection with the school construction project;
 - 3) Coordinate to:

- a) ensure that the siting or expansion of a school in the intended location will comply with applicable local general plans and land use laws and will not conflict with entitled land uses;
 - b) ensure that all local government services and utilities required by the school construction activities can be provided in a logical and cost-effective manner;
 - c) avoid or mitigate existing and potential traffic hazards, including consideration of the impacts between the new school and future roadways; and
 - d) maximize school, student, and site safety.
- c. The District shall submit the rough proposed site plan to the local governmental entity's design review committee for comments and the committee shall provide comments no later than 30 days after submission.
- d. If otherwise permitted under [Utah Code § 10-9a-305\(3\)\(b\)](#) or [Utah Code § 17-27a-305\(3\)\(b\)](#), a local governmental entity may require the District to provide a traffic study from a qualified independent third party if the local government entity determines that traffic flow, congestion, or other traffic concerns may require the study.
- e. The District shall submit to the Utah Department of Transportation a child access routing plan.

[Utah Code § 53E-3-710\(2\), \(5\) \(2018\)](#)
[Utah Admin. Rules R277-471-7\(1\) \(April 9, 2024\)](#)

B. Pre-construction Requirements

1. Before any school construction project begins, the District shall obtain a construction project number from the State Superintendent and complete and submit construction project identification forms provided by the State Superintendent.
2. All school plans and specifications shall be approved by a certified plans examiner before any school construction project begins.
3. Prior to developing plans and specifications for a new public school, or the expansion of an existing school, the District shall coordinate with local health departments and the State Fire Marshal. The plans and specifications shall satisfy Utah Department of Health requirements relating to siting, building construction, grounds, food service facilities, sanitary facilities, and health and safety facilities.

[Utah Admin. Rules R392-200-4 \(June 14, 2023\)](#)

4. Prior to developing plans and specifications for a new public school, the District shall coordinate with local jurisdictions to comply with Federal Emergency Management Agency flood plain requirements and restrictions, including applicable mitigation measures.
5. The District shall maintain documentation for audit or monitoring purposes of required coordination, meetings, and agreements.

[Utah Code § 10-9a-305\(5\) \(2024\)](#)

[Utah Code § 17-27a-305\(5\) \(2024\)](#)

[Utah Admin. Rules R277-471-6\(1\), \(2\) \(April 9, 2024\)](#)

[Utah Admin. Rules R277-471-7\(3\), \(6\), \(7\) \(April 9, 2024\)](#)

C. Construction of Privacy Spaces

1. In constructing new facilities, the District shall ensure that the new facility has sufficient sex-designated privacy spaces. The District shall also ensure that the new facility includes, as applicable to the type of facility, an appropriate number of single occupant restrooms or changing rooms.

[Utah Code § 63G-31-304\(2\)\(b\), \(3\) \(2024\)](#)

[Utah Code § 63G-31-101\(1\), \(2\), \(9\), \(11\) \(2024\)](#)

2. With respect to restrooms and changing rooms in existing facilities, the District shall consider the feasibility of retrofitting or remodeling to include floor-to-ceiling walls and doors or similar privacy protections, curtains, or other comparable methods of improving privacy.

[Utah Code § 63G-31-304\(2\)\(c\) \(2024\)](#)

[Utah Code § 63G-31-101\(1\), \(2\), \(9\), \(11\) \(2024\)](#)

D. School District building Official

1. The Board shall appoint a School District Building Official (SDBO) who has direct administrative and operational control of all construction, renovation, and inspection of the District's facilities and shall provide in writing the name of the SDBO to the State Superintendent. The SBDO and other District personnel shall act consistent with the State Board of Education resource manual on school building construction and inspections.
2. The SDBO shall:

- a. monitor school district building construction to ensure compliance with the applicable provisions of the Code, including all statutes and administrative rules which control the construction, renovation, and inspection of Utah public school buildings;
- b. render interpretations of the Code for the District. Such interpretations shall be in conformance with the intent and purpose of the Code;
- c. submit inspection summary reports monthly to the State Superintendent;
- d. submit inspection summary reports monthly to the appropriate local government entity building official;
- e. submit inspection certificates to the State Superintendent and appropriate local government entity building official;
- f. maintain all submitted documentation at a designated school district location for auditing or monitoring;
- g. identify in the monthly summary reports and provide to the State Superintendent and local government entity building official the total number of inspections with the name, state license number, and disciplines of each inspector performing the building inspections;
- h. ensure that each inspector is adequately and appropriately credentialed;
- i. sign the final certificate of inspection and verification form, certifying all inspections were completed in compliance with the law and rules and the Resource Manual to safeguard the public health, safety, and general welfare of occupants;
- j. send the final inspection certification and inspection verification, and provide all other related project closeout submittals to the State Superintendent and to the appropriate local government entity building official upon completion of the project;
- k. if the District uses a District building inspector or an independent building inspector, provide, on a monthly basis during construction, a copy of each inspection certificate and a monthly inspection summary regarding the school building to the State Superintendent and to the appropriate local governmental entity building official where the building is located; and
- l. maintain all submitted documentation at a designated District location for auditing or monitoring.

[Utah Code § 10-9a-305\(6\)\(c\) \(2024\)](#)
[Utah Code § 17-27a-305\(6\)\(c\) \(2024\)](#)
[Utah Admin. Rules R277-471-2\(11\) \(April 9, 2024\)](#)
[Utah Admin. Rules R277-471-4 \(April 9, 2024\)](#)
[Utah Admin. Rules R277-471-6\(4\) \(April 9, 2024\)](#)
[Utah Admin. Rules R277-471-9\(1\) \(April 9, 2024\)](#)

E. Construction Inspection

1. Building inspectors employed or contracted by the District must be currently International Code Council commercially certified and licensed in Utah, in the trade specific to the inspection, consistent with Utah law.
2. The District may employ one of three methods for school construction inspection:
 - a. an independent, properly licensed and certified building inspector;
 - 1) The independent building inspector:
 - a) may not be associated with the architect, developer, contractor or any subcontractor on the project, or any management company or other agency hired by the District to perform construction or construction administrative services;
 - b) shall receive approval from the applicable local government entity where the construction occurs; and
 - c) shall be properly licensed and certified to perform all of the inspections that the inspector is required to perform.
 - 2) The independent building inspector may be an inspector working outside the municipality, county, or school district in which they are employed.
 - b. a properly licensed and certified building inspector, employed by the school district and performing school construction inspections within the boundaries of the District; or
 - c. a properly licensed and certified building inspector approved by the local jurisdiction in which the construction activity occurs. (Inspectors employed by municipalities and counties may only perform school construction inspections within the boundaries of the municipality or county where they are employed.)

[Utah Code § 10-9a-305\(6\) \(2024\)](#)
[Utah Code § 17-27a-305\(6\) \(2024\)](#)
[Utah Admin. Rules R277-471-5 \(April 9, 2024\)](#)

F. Permanent Occupancy Certificate

1. The means of obtaining a certificate of permanent occupancy varies depending on the type of building inspector used by the District.
2. District-employed building inspector
 - a. If the District used a building inspector employed by the District, the District may issue its own certificate authorizing permanent occupancy of a school building. An SDBO shall sign a certificate of inspection verification form certifying that all inspections were completed in accordance with Utah law and the District shall file the form with the building official of the local governmental entity where the building is located and with the State Superintendent.
3. Local government entity-employed building inspector
 - a. If the District used a building inspector employed by the local governmental entity, the District shall obtain a certificate authorizing permanent occupancy from that governmental entity. Upon receipt of the certificate from the local governmental entity, the District shall provide a copy of the certificate to the State Superintendent.
4. Independent building inspector
 - a. If the District used an independent building inspector, the District shall, upon completion of all required inspections of the school building, file with the State Superintendent a certificate of inspection verification and a request for the issuance of a certificate authorizing permanent occupancy of the school building.
 - b. Within 30 days of the District's request to the State Board of Education for a certificate of permanent occupancy, the State Superintendent will either issue the certificate or notify the District of deficiencies in compliance with inspection requirements. The District shall remedy any deficiencies and then notify the State Superintendent that the deficiencies have been remedied. Upon certification of the information provided by the District regarding remediation, the State Superintendent will issue the certificate of permanent occupancy. Upon receipt of the certificate of permanent occupancy, the District shall provide a copy of the certificate to the building official of the local government entity where the building is located.
 - c. Upon the District's filing of the certificate of inspection verification and requesting the issuance of a certificate authorizing permanent occupancy of the school building with the State Board of Education, the District shall be entitled to temporary occupancy of the school building for a period up to ninety (90) days,

beginning on the date the request is filed, if the District has complied with all minimum requirements to safeguard the public health, safety and general welfare of occupants.

- d. A certificate authorizing permanent occupancy issued by the State Superintendent shall be considered to satisfy any municipal or county requirement(s) for an inspection or a certification of occupancy.

[Utah Code § 10-9a-305\(6\)\(a\)\(iii\) \(2024\)](#)

[Utah Code § 17-27a-305\(6\)\(a\)\(iii\) \(2024\)](#)

[Utah Code § 53E-3-706\(3\)\(a\) \(2022\)](#)

[Utah Admin. Rules R277-471-9 \(April 9, 2024\)](#)

G. Municipality and Country Requirements

1. A municipality or county may, at its discretion, schedule a time with District officials to:
 - a. provide a walk-through of school construction at no cost and at a time convenient to the school district or charter school; and
 - b. provide recommendations based on the walk-through.
2. A municipality or county may **not**:
 - a. require the District to landscape, fence, make aesthetic improvements, use specific construction methods or materials, impose requirements for buildings used only for educational purposes, or place limitations prohibiting the use of temporary classroom facilities on school property. All temporary classroom facilities shall be properly inspected to meet the Code;
 - b. require the District to participate in the cost of any roadway or sidewalk, or a study of the impact of a school on a roadway or sidewalk, that is not reasonably necessary for the safety of school children and not located on or contiguous to school property, unless the roadway or sidewalk is required to connect an otherwise isolated public school or an existing roadway;
 - c. require the District to pay fees not authorized under [10-9a-305](#) or [17-27a-305](#);
 - d. require inspection of school construction or assess a fee or other charges for inspection, unless the District is unable to provide for inspection by properly licensed and certified inspectors, other than the project architect, contractor or subcontractors;

- e. require the District to pay any impact fee for an improvement project unless the impact fee is imposed pursuant to the [Impact Fees Act](#);
- f. impose regulations upon the location of an educational facility except as necessary to avoid unreasonable risks to health or safety; or
- g. for a use or structure that is a support facility rather than an educational facility, impose a regulation that is not imposed on similar uses or structures in the same zone, or a regulation that uses the tax-exempt status of the District as a criterion for regulating the use or the location of the structure.

[Utah Code § 10-9a-305\(3\), \(5\) \(2024\)](#)

[Utah Code § 17-27a-305\(3\), \(5\) \(2024\)](#)

[Utah Admin. Rules R277-471-7\(2\) \(April 9, 2024\)](#)

POLICY 2033

Procurement: Education Contractor Oversight

A. Definitions

1. In this policy:

- a. "Educational good or service" means a good or service that is required or regulated under Utah Code Titles [53E](#), [53F](#), or [53G](#) or Utah State Board of Education rule.
- b. "Education service provider" means a third-party provider that provides academic instruction to students that yields grades or credit.

[Utah Code § 53E-3-401\(1\)\(b\) \(2020\)](#)
[Utah Admin. Rules R277-115-2\(1\), \(2\) \(July 8, 2024\)](#)

B. Oversight of Educational Good or Service Contractors

1. The District shall maintain oversight of each contractor who provides an educational good or service on behalf of the District as follows:
 - a. The District shall develop a written monitoring plan to supervise the educational good or service being provided which includes ensuring that the contractor is complying with federal and state law and Utah State Board of Education rules.
 - b. The District shall monitor and supervise the contractor's activities relating to the educational good or service being provided and shall maintain documentation of the District's supervisory activities.
 - c. At least once per year, the District shall review the monitoring plan and documentation of the monitoring activities with the District's audit committee.
2. The District shall maintain records documenting educational services provided by contractors and payments made for educational goods and services.

[Utah Admin. Rules R277-115-4\(1\)\(b\) through \(f\), \(3\) \(July 8, 2024\)](#)

C. Oversight of Education Service Providers

1. In addition to the oversight as an educational good or service contractor, the District shall maintain oversight of an education service provider as follows:

- a. The District shall ensure that each staff member of the education service provider receives a background check and ongoing monitoring as required by [Policy 3035 Employee Criminal Background checks and Arrest Disclosure Requirements](#) and holds appropriate license, license areas of concentration, and endorsements as required by [Policy 3022 Employment: BESD-Local Education Agency Specific Teacher License/Endorsement](#). (The District may not record provider staff as teachers with an assignment in CACTUS or USIMS.)
- b. The District shall ensure that a student identified as having a disability under IDEA or Section 504 receives a free and appropriate public education.
- c. The District shall require the education service provider to inform the District of any student that the provider suspects of having a disability so that the District can fulfill its IDEA child find responsibilities.
- d. The District (not the provider) shall register all students receiving services from the provider and shall verify the accuracy and validity of the student's enrollment verification data before enrolling the student. The District shall also provide notice to the student and the student's parent that the student has been enrolled in a school or program within the District.

[Utah Admin. Rules R277-115-3\(1\) to \(4\) \(July 8, 2024\)](#)

[Utah Admin. Rules R277-115-4\(2\) \(July 8, 2024\)](#)

D. Responsibility for Education Goods and Services

1. In the event the District cancels a contract with an educational good or service provider, the District shall continue to provide the educational goods or services to enrolled students for the rest of the school year and shall notify parents of
 - a. the planned elimination of the specific educational good or service provided by the contractor,
 - b. the status of the student's enrollment, and
 - c. any steps required of a student to transfer or unenroll.

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

POLICY 2034

Procurement: Contracts and Contract Limitations

A. Definitions

1. In this policy, the following definitions apply:

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

- to subcontract for additional labor and materials that are not included in the contractor's cost proposal submitted at the time of the procurement of the contractor's services. It does not include a contractor whose only subcontract work not included in the contractor's cost proposal submitted as part of the procurement of the contractor's services is to meet subcontracted portions of change orders approved within the scope of the project.
- g. "Cost-plus-a-percentage-of-cost contract" means a contract under which the contractor is paid a percentage of the total actual expenses or costs in addition to the contractor's actual expenses or costs.
 - h. "Cost-reimbursement contract" means a contract under which a contractor is reimbursed for costs which are allowed and allocated in accordance with the contract terms and the provisions of the procurement policies and Utah Procurement Code, and a fee, if any.
 - i. "Definite quantity contract" means a fixed price contract that provides for a specified amount of supplies over a specified period, with deliveries scheduled according to a specified schedule.
 - j. "Design-build" means the procurement of design professional services and construction by the use of a single contract.
 - k. "Design professional" means
 - 1) an individual licensed as an architect under [Utah Code Title 58, Chapter 3a, Architects Licensing Act](#);
 - 2) an individual licensed as a professional engineer or professional land surveyor under [Utah Code Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act](#);
 - 3) an individual licensed to engage in the practice of landscape architecture under [Utah Code Title 58, Chapter 53, Landscape Architects Licensing Act](#), or
 - 4) an individual certified as a commercial interior designer under [Title 58, Chapter 86, State Certification of Commercial Interior Designers Act](#).
 - l. "Design professional services" means:
 - 1) professional services within the scope of the practice of architecture as defined in [Utah Code § 58-3a-102](#);
 - 2) professional engineering as defined in [Utah Code § 58-22-102](#);

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

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

[Utah Code § 63G-6a-103 \(2024\)](#)

[Utah Code § 63G-27-102 \(2023\)](#)

[Utah Admin. Rules R33-12-301\(1\) \(July 8, 2024\)](#)

[Utah Code § 53E-3-401\(1\)\(b\) \(2020\)](#)

[Utah Admin. Rules R277-115-2\(1\) \(July 8, 2024\)](#)

B. Permissible and Impermissible Types of Contracts

1. Except as otherwise provided in this policy, and subject to any rules made by the Procurement Policy Board, the District may use any type of contract that will promote its best interests. However, before the District uses any type of contract other than a firm fixed price contract, the Procurement Official must first make a written determination that:
 - a. the proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated;
 - b. the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted accounting principles; and
 - c. the use of a specified type of contract, other than a firm fixed price contract, is in the best interest of the District, taking into consideration the following criteria:
 - 1) the type and complexity of the procurement item;
 - 2) the difficulty of estimating performance costs at the time the contract is entered into, due to factors that may include:
 - a) the difficulty of determining definitive specifications;
 - b) the difficulty of determining the risks, to the contractor, that are inherent in the nature of the work to be performed; or
 - c) the difficulty to clearly determine other factors necessary to enter into an accurate firm fixed price contract;
 - 3) the administrative costs to the District and the contractor;
 - 4) the degree to which the District is required to provide technical coordination during performance of the contract;
 - 5) the impact that the choice of contract type may have upon the level of competition for award of the contract;
 - 6) the stability of material prices, commodity prices, and wage rates in the applicable market;
 - 7) the impact of the contract type on the level of urgency related to obtaining the procurement item;

- 8) the impact of any applicable governmental regulation relating to the contract;
and
 - 9) other criteria that the Procurement Official determines may relate to determining the contract type that is in the best interest of the District.
2. Subject to this policy and any rules made by the Procurement Policy Board, the District may use the following types of contracts:
- a. a fixed price contract;
 - b. a fixed price contract with price adjustment;
 - c. a time and materials contract;
 - d. a labor hour contract;
 - e. a definite quantity contract;
 - f. an indefinite quantity contract;
 - g. a requirements contract;
 - h. a contract based on a rate table in accordance with industry standards; or
 - i. a contract that includes one of the following construction delivery methods:
 - 1) design-build;
 - 2) design-bid-build; or
 - 3) construction manager/general contractor.
3. Except as it applies to a change order, the District may not enter into a cost-plus-percentage-of-cost contract, unless:
- a. use of a cost-plus-percentage-of-cost contract is approved by the Procurement Official;
 - b. it is standard practice in the industry to obtain the procurement item through that type of contract; and
 - c. the percentage and the method of calculating costs in the contract are in accordance with industry standards.

4. The District may not enter into a cost-reimbursement contract, unless the Procurement Official makes a written determination that:
 - a. Either
 - 1) a cost-reimbursement contract is likely to cost less than any other type of permitted contract; or
 - 2) it is impracticable to obtain the procurement item under any other type of permitted contract; and
 - b. the proposed contractor's accounting system will both
 - 1) timely develop the cost data in the form necessary for the District to timely and accurately make payments under the contract; and
 - 2) allocate costs in accordance with generally accepted accounting principles.
5. Determining allowable Incurred costs under a cost-based contract
 - a. Except as provided below, a person who seeks to be, or is, a party in a cost-based contract with the District shall submit cost or pricing data relating to determining the cost or pricing amount and shall certify that, to the best of the contractor's knowledge and belief, the cost or pricing data submitted is accurate and complete as of the date specified by the District. The Procurement Official shall ensure that the specified date is before
 - 1) the pricing of any contract awarded by a standard procurement process or pursuant to a sole source procurement, if the total contract price is expected to exceed an amount established by rule of the Procurement Policy Board made by the applicable rulemaking authority; or
 - 2) the pricing of any change order that is expected to exceed an amount established by rule of the Procurement Policy Board.
 - b. A contract or change order that requires a cost or pricing data certification shall include a provision that the price to the District, including profit or fee, shall be adjusted to exclude any significant sums by which the District finds that the price was increased because the contractor provided cost or pricing data that was inaccurate, incomplete, or not current as of the date specified by the Procurement Officer.
 - c. A cost-reimbursement contract does not have to meet the cost or pricing data requirements above if:

- 1) the contract price is based on adequate price competition;
- 2) the contract price is based on established catalogue prices or market prices;
- 3) the contract price is set by law or rule; or
- 4) the procurement states, in writing that in accordance with Procurement Policy Board rules the requirements may be waived and sets forth the reasons for that waiver.

[Utah Code § 63G-6a-1206 \(2020\)](#)

6. Price Adjustments

- a. For contracts that expressly allow price adjustments, cost or pricing data shall be required in support of a proposal leading to the adjustment of any contract pricing. Such data does not need to be provided when the terms of the contract state established market indices, catalog prices or other benchmarks are used as the basis for contract price adjustments or when prices are set by law or rule. If a contractor submits a price adjustment higher than established market indices, catalog prices or other benchmarks established in the contract, the Procurement Official may request additional cost or pricing data. The Procurement Official may waive the requirement for cost or pricing data provided a written determination is made supporting the reasons for the waiver. A copy of the determination shall be kept in the contract file.
- b. If defective cost or pricing data was used to adjust a contract price, the vendor and the District may enter into discussions to negotiate a settlement. If a settlement cannot be negotiated, either party may seek relief through the courts.

[Utah Admin. Rules R33-12-601 \(July 8, 2024\)](#)

[Utah Admin. Rules R33-12-602 \(July 8, 2024\)](#)

7. Installment payments and contract prepayments

- a. The District may enter into a contract which provides for installment payments, including interest charges, over a period of time, if the Procurement Official makes a written finding that:
 - 1) the use of installment payments is in District's interest;
 - 2) installment payments are not used as a method of avoiding budgetary constraints;

- 3) the District has obtained all budgetary approvals and other approvals required for making the installment payments;
 - 4) all aspects of the installment payments required in the contract are in accordance with the requirements of law; and
 - 5) for a contract awarded through an invitation for bids or a request for proposals, the invitation for bids or request for proposals indicates that installment payments are required or permitted.
- b. The District may not pay for a procurement item before the District receives the procurement item unless the Procurement Official determines that it is necessary or beneficial for the District to pay for the procurement item before the District receives the procurement item. Such circumstances include
- 1) when it is customary in the industry to prepay for the procurement item,
 - 2) if the District will receive an identifiable benefit by prepaying, including reduced costs, additional procurement items, early delivery, better service, or better contract terms; or
 - 3) such other circumstances as may be permitted by Procurement Policy Board rule.
- c. The determination shall be in writing except in the following circumstances:
- 1) The procurement item is:
 - a) Software subscription services;
 - b) Online information, media, or database subscription services;
 - c) Online marketplace purchases;
 - d) Trade show booth space rentals; or
 - e) Deposits for venue rental for group gathering, and
 - 2) The prepayment is:
 - a) Below the individual procurement threshold (unless the Procurement Official determines a lower amount); or
 - b) For a procurement item available through an existing contract entered into in compliance with the procurement code.

- 3) Where written documentation is required, prepaid expenditure shall be supported by documentation indicating:
 - a) the amount of the prepayment;
 - b) the prepayment schedule;
 - c) the procurement items to which each prepayment relates;
 - d) the remedies for a contractor's noncompliance with requirements relating to the provision of the procurement items; and
 - e) all other terms and conditions relating to the payments and the procurement items.
- 4) The Procurement Official may require a performance bond, of up to 100% of the prepayment amount, from the person to whom the prepayments are made.

[Utah Code § 63G-6a-1208 \(2020\)](#)

[Utah Admin. Rules R33-12-401 \(July 8, 2024\)](#)

8. Leases of personal property

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

6) the lease complies with all other applicable provisions of law or rule.

[Utah Code § 63G-6a-1209 \(2013\)](#)

9. Multiyear contracts

- a. The District may enter into a multiyear contract if the Procurement Official determines, in his or her discretion, that doing so is in the District's best interest and the other requirements of this section are satisfied. The Procurement Official shall consider whether the multiyear contract will:
 - 1) result in significant savings to the District, including
 - a) reduction of the administrative burden in procuring, negotiating, or administering contracts,
 - b) continuity in operations of the District, or
 - c) the ability to obtain a volume or term discount;
- b. The invitation for bids or request for proposals must
 - 1) state the term of the contract, including all possible renewals of the contract,
 - 2) state the conditions for renewal of the contract, and
 - 3) include the pertinent funding and renewal condition provision applicable to the contract.
- c. Except as stated below with regard to contracts with federal funding and regardless of anything in an invitation for bids, request for proposals, or a contract, no multiyear contract may continue or be renewed for any year after the first year of the multiyear contract if adequate funds are not appropriated or otherwise available to continue or renew the contract.
- d. A multiyear contract that is funded solely by federal funds may be continued or renewed for any year after the first year of the multiyear contract if:
 - 1) adequate funds to continue or renew the contract have not been, but are expected to be appropriated by, and received from, the federal government;
 - 2) continuation or renewal of the contract before the money is appropriated or received is permitted by the federal government; and

- 3) the contract states that it may be cancelled or suspended, without penalty, if the anticipated federal funds are not appropriated or received.
- e. A multiyear contract that is funded in part by federal funds may be continued or renewed for any year after the first year of the multiyear contract if:
- 1) the portion of the contract that is to be funded by District funds are appropriated;
 - 2) adequate federal funds to continue or renew the contract have not been, but are expected to be, appropriated by, and received from, the federal government;
 - 3) continuation or renewal of the contract before the federal money is appropriated or received is permitted by the federal government; and
 - 4) the contract states that it may be cancelled or suspended, without penalty, if the anticipated federal funds are not appropriated or received.
- f. The District may not continue or renew a multiyear contract after the end of the multiyear contract term or the renewal periods described in the contract, unless the District engages in a new standard procurement process or complies with a valid exception to standard procurement.
- g. A multiyear contract, including any renewal periods, may not exceed a period of five years, unless the Procurement Official makes a written determination that the longer period is necessary in order to obtain the procurement item, or that a longer period is customary for industry standards, or that a longer period is in the best interest of the District. This written determination must be included in the file relating to the procurement. However, this limitation does not apply to a contract for the design or construction of a facility, a road, or a contract for the financing of equipment.

10. Multiple award contracts

- a. The District may enter into multiple award contracts with multiple persons through a standard procurement process as provided in this section. Multiple award contracts may be in the District's best interest if award to two or more bidders or offerors for similar procurement items is needed or desired for adequate delivery, service, availability, or product compatibility.
- b. In entering into or seeking to enter into multiple award contracts, the District shall exercise care to protect and promote competition among bidders or offerors and shall name all eligible users of the multiple award contracts in the invitation for bids or request for proposals. If the District anticipates entering into multiple

- award contracts before issuing the invitation for bids or request for proposals, the invitation or request shall state that the District may enter into multiple award contracts at the end of the procurement process.
- c. Once the District has entered into multiple award contracts, it shall obtain under those contracts all of its normal, recurring requirements for the procurement items that are the subject of the contracts until the contracts terminate. However, the District shall in the contracts reserve the right to obtain the procurement items separately from the contracts if either
 - 1) there is a need to obtain a quantity of the procurement items that exceeds the amount specified in the contracts, or
 - 2) the Procurement Official makes a written finding that the procurement items available under the contract will not effectively or efficiently meet a nonrecurring special need of the District.

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

11. Awarding multiple award contracts

- a. Multiple award contracts are appropriate when two or more bidders or offerors for similar procurement items are needed for coverage on a statewide, regional, combined statewide and regional basis, agency specific requirement, or other criteria specified in the solicitation such as
 - 1) delivery,
 - 2) service,
 - 3) product availability, or
 - 4) compatibility with existing equipment or infrastructure.
- b. In addition to the information required in an invitation for bids or request for proposals, when it is anticipated that a procurement will result in multiple contract awards, the solicitation shall include a statement that:
 - 1) Indicates that contracts may be awarded to more than one bidder or offeror;
 - 2) Specifies whether contracts will be awarded on a statewide, regional, combined statewide and regional basis, or agency specific requirement; and
 - 3) Describes specific methodology or a formula that will be used to determine the number of contract awards.

- c. Multiple award contracts in an invitation for bids shall be conducted in accordance with the requirements for a bidding procurement process and awarded to the lowest responsive and responsible bidder(s) who meet the objective criteria described in the invitation for bids. The contracts may be awarded using the following methods:
- 1) Based on the lowest bids for procurement items solicited provided the solicitation indicates that multiple contracts will be awarded to the lowest bidders for procurement items being solicited as determined by the following methods:
 - a) bids within a specified percentage, not to exceed five percent, of the lowest responsive and responsible bid, unless otherwise approved in writing by the Procurement Official;
 - b) responsive and responsible bidders will be awarded a contract, provided the contract specifically directs that orders must be placed first with low bidder unless the lowest bidder cannot provide the needed procurement item, then with the second lowest bidder unless the second lowest bidder cannot provide the needed procurement item, then with the third lowest bidder unless the third lowest bidder cannot provide the needed procurement item, and so on in order from the lowest responsive and responsible bidder to the highest responsive and responsible bidder; or
 - c) other methodology described in the solicitation to award contracts;
 - 2) Based on the lowest bid by category, provided:
 - a) the solicitation indicates that a contract will be awarded based on the lowest bid per category; and
 - b) only one bidder may be awarded a contract per category;
 - 3) Based on the lowest bid by line item, provided:
 - a) the solicitation indicates that a contract will be awarded based on the lowest bid per line item, task or service; and
 - b) only one bidder may be awarded a contract per line item, task or service; or
 - 4) Based on another specific objective methodology described in the solicitation, such as for primary and secondary contracts (as described below), approved by the Procurement Official.

- d. Multiple award contracts in a request for proposals shall be conducted and awarded in accordance with the requirements for a request for proposals procurement process and awarded in accordance with point thresholds and other methodology set forth in the request for proposals describing how multiple award contracts will be awarded with enough specificity as to avoid the appearance of any favoritism affecting the decision of whether to award a multiple contract and who should receive a multiple award contract.

[Utah Admin. Rules R33-12-301 \(July 8, 2024\)](#)

12. Primary and secondary contracts

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

[Utah Admin. Rules R33-12-302 \(July 8, 2024\)](#)

C. Contract Clauses

1. Required contract clauses

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

[Utah Code § 53E-3-711 \(2018\)](#)

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

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

- c. Each contract which is for an amount of \$100,000 or more or with a company that has at least 10 employees must include a written certification that the company is not currently engaged in a boycott of the State of Israel or an economic boycott as defined above, that the company agrees not to engage in a boycott of the State of Israel for the duration of the contract, and that the company agrees to notify the District in writing if the company begins engaging in an economic boycott as defined above. Such a contract must also provide that a notice that the company is beginning to engage in an economic boycott may be grounds for termination of the contract.
- d. However, this requirement does not prohibit the District from entering into a contract with a company that engages in an economic boycott if the company engages in the economic boycott to comply with federal law or if there is no economically practicable alternative available to the District to either acquire or dispose of the good or service that is the subject of the contract or to meet the District's legal duties to issue, incur, or manage debt obligations or to deposit, keep custody of, manage, borrow, or invest funds.

[Utah Code § 63G-27-201 \(2023\)](#)

2. Permissible clauses

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

[Utah Code § 63G-6a-1210 \(2013\)](#)

3. Standard terms and conditions

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

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

4. Prohibited contract clauses for design professionals

- a. A contract entered into by the District in a procurement may not require that a design professional indemnify another from liability claims that arise out of the design professional's services, unless the liability claim arises from the design professional's negligent act, wrongful act, error or omission, or other liability imposed by law. This limitation may not be waived by contract. However, a design professional may be required to indemnify a person for whom the design professional has direct or indirect control or responsibility.

[Utah Code § 63G-6a-1203 \(2015\)](#)

POLICY 3007

Employment – Staff Code of Conduct

A. Definitions

1. Abuse

- a. “Physical abuse” means abuse that results in physical injury or damage.
- b. “Sexual abuse” has the same meaning as defined in [Utah Code § 80-1-102\(79\)](#).
- c. “Verbal abuse” means repeatedly communicating in an objectively demeaning or disparaging manner which creates a hostile, intimidating, abusive, offensive, or oppressive learning environment.
- d. “Mental abuse” means a pattern of sustained and repetitive acts or inappropriate statements that cause fear, lower self-esteem, or manipulate the person to control behavior. Examples of actions or statements that could be part of such a pattern include intimidation, threatening harm, destruction of property, insults or putdowns, arbitrary and unpredictable inconsistency, and denial that prior abusive incidents occurred. (Appropriate statements or actions taken in imposing discipline for misconduct do not constitute mental abuse.)

[Utah Code § 80-1-102\(63\), \(79\) \(2023\)](#)

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

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

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

guidance on proper student-staff relationships as directed by the supervisor or principal.

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

[Utah Code § 80-1-102\(58\) \(2023\)](#)

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

[Utah Admin. Rule R277-322-2\(2\) \(August 19, 2019\)](#)

B. Professional Conduct

1. District staff are expected to comply with all District policies and to adhere to all requirements of the law.
2. District staff are further expected to act professionally.
 - a. This includes communicating in a civil manner and not promoting personal opinions, issues, or political positions as part of the instructional process in a manner inconsistent with law.
 - b. It further includes integrity and honesty in relationships with others and conducting any financial business and accounting for funds honestly and with integrity.
 - c. District staff are expected to comply with appropriate dress and grooming standards as established by District policy, supervisor directives, and generally accepted professional standards.
 - d. District employees are required to report arrests and convictions as provided for in [Policy 3035 Employee Criminal Background Checks & Arrest Disclosure Requirements](#).

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

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

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

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

[Utah Admin. Rule R277-495-4\(1\)\(c\) \(December 11, 2023\)](#)

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

[Utah Code § 76-10-1235 \(2007\)](#)

C. Professional and Ethical Relationships with Students

1. District staff are to comport themselves in a way that contributes to maintaining and fostering a positive, effective, non-disruptive and safe learning environment for students.

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

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

[Utah Admin. Rules R277-217-3\(2\), \(3\) \(January 10, 2024\)](#)
[Utah Admin. Rules R277-322-2\(3\) \(August 19, 2019\)](#)
[Utah Admin. Rules R277-322-3\(3\)\(a\) to \(j\) \(August 19, 2019\)](#)
[Utah Code § 63G-7-301\(3\)\(a\)\(i\), \(b\) \(2023\)](#)

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

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

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

D. Reporting Requirements

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

[Utah Admin. Rules R277-322-3\(3\)\(c\), \(k\)\(i\) \(August 19, 2019\)](#)

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

[Utah Admin. Rule R277-322-3\(4\)\(a\) \(August 19, 2019\)](#)

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

[Utah Admin. Rule R277-322-3\(4\)\(b\) \(August 19, 2019\)](#)

E. Reporting Procedures

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

[Utah Admin. Rules R277-322-3\(3\)\(k\)\(i\), \(4\) \(August 19, 2019\)](#)

F. Training

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

[Utah Admin. Rules R277-322-3\(3\)\(k\)\(ii\) \(August 19, 2019\)](#)

2. Each staff member must, at the time of initial employment and annually thereafter, be trained on the requirements of this policy and must at the time of each training sign a statement acknowledging that the staff member has read and understands this code of conduct.

[Utah Code § 63G-7-301\(3\)\(b\) \(2023\)](#)

[Utah Admin. Rules R277-322-3\(5\) \(August 19, 2019\)](#)

3. Each staff member who is either an employee or a contractor must once every three years, attend sexual abuse and human trafficking prevention training as provided for under [Policy 5090](#).

a. [Utah Admin. Rules R277-322-3\(3\)\(k\)\(iii\) \(August 19, 2019\)](#)

b. [Utah Code § 53G-9-207 \(2024\)](#)

4. Each staff member who holds a Utah educator or administrative license shall become and remain familiar with the professional standards set forth in [Utah Administrative Rule R277-217](#).

G. Public Notice of Code of Conduct

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

[Utah Admin. Rules R277-322-3\(3\) \(August 19, 2019\)](#)

POLICY 3008

Employee Communication/Addressing Concerns

- A. The proper procedure for registering complaints and problems of employees with administrators is an important factor in the morale of a school district. The appropriate process for addressing concerns, problems, or registering complaints of employees should follow the appropriate line of communication ([BESD Organizational Chart](#)).
- B. Line of Communication
1. Employees must discuss concerns, problems, or complaints according to the outlined steps prior to escalating the issue. When an issue is escalated, it must be submitted as a formal written request for consideration and response. (Educators are encouraged to follow the specified order unless an exception is warranted due to the nature of the issue.)
 - a. direct supervisor
 - b. building principal, if applicable
 - c. District Director or Assistant Superintendent
 - d. Superintendent
 - e. Board of Education
- C. Retaliation is prohibited per [Policy 3010-Employee Bullying and Hazing](#).

POLICY 3044

Orderly School Termination for Employees

A. Definitions

1. For purposes of this policy, the following definitions apply:

a. "Career Employee"

- 1) An employee of the Box Elder School District who has obtained a reasonable expectation of continued employment. An employee who works for the Box Elder School District on at least a half-time basis or 30 hours per week becomes a career employee upon the successful completion of at least three (3) full consecutive academic school years with the District as a provisional employee (The Box Elder School District may extend the three-year provisional status of an employee up to an additional two (2) consecutive years). If the provisional employee starts after the beginning of the school year, that school year does not count toward "career employee" status. Successful completion is determined by performance of all contractual duties within standards acceptable to the Box Elder School District.
- 2) An employee who has obtained a reasonable expectation of continued employment under this policy and then accepts a position with the District which is substantially different from the position in which career status was obtained shall become a provisional employee. An employee with career status who is separated from employment with the District and later returns to work with the District shall upon return be a provisional employee.

[Utah Code § 53G-11-501\(3\) \(2024\)](#)

[Utah Code § 53G-11-503 \(2018\)](#)

2. "Provisional Employee"

- a. Any employee who has not achieved career employee status is a "Provisional Employee." A provisional employee is an employee, who works for the Box Elder School District on at least a half-time basis or 30 hours or more per week, hired on an individual, one-year contract and who is not a temporary employee. Provisional employees have no expectation of continued employment beyond the current one-year contract term. Provisional employees are employed at will and their employment can be terminated at the discretion of the Board of Education except that provisional employees can be discharged during the term of each

contract only for cause. The Box Elder School District may extend the provisional status of an employee up to an additional two consecutive years by written notification to the provisional employee no later than 30 days before the end of the contract term of that individual. Circumstances under which an employee's provisional status may be extended include:

- 1) less-than-perfect score on a performance evaluation; or
- 2) receipt of complaint(s) or expression(s) of concern from a parent, co-worker, or member of the community that creates uncertainty about the employee's professionalism, performance, or character;
- 3) declining student enrollment in the district or in a particular program or class;
- 4) the discontinuance or substantial reduction of a particular service or program;
or
- 5) budgetary concerns.

[Utah Code § 53G-11-501\(12\) \(2024\)](#)
[Utah Code § 53G-11-503 \(2018\)](#)

3. "Educational Support Professional (Classified) Employees"

- a. Educational Support Professional (Classified) Employees are all non-certified employees of the District.

4. "Temporary Employee"

- a. Temporary employees are all employees employed on a temporary basis. Employees hired after August 1st are also considered Temporary Employees. Temporary employees also include those seasonal employees who are employed for less than the full academic year. An appointment of a temporary employee may not be for a period of time greater than one year. Temporary employees are employed at the will of the District and have no expectation of continued employment and their employment may be terminated at any time without cause. Temporary employees are not career employees or provisional employees as defined by [Utah Code § 53G-11-501](#) and the policies of this District.

[Utah Code § 53G-11-501\(16\) \(2024\)](#)

5. "Contracted Service Providers"

- a. Contracted Service Providers are individuals regardless of employment status (full or part-time) who by nature of their profession are not required to hold a professional certificate issued by the Utah State Board of Education who are paid by contract to provide specific types of services for the Box Elder School District but who are not employees, are not on the Box Elder School District payroll and do not receive the same benefits enjoyed by regular employees of the District.

6. “Extra Duty Contracts”

- a. An employee who is given extra duty assignments in addition to a primary assignment, such as a teacher who also serves as a coach or activity advisor, is a temporary employee in those extra duty assignments and may not acquire career status beyond the primary assignment. There are no rights to a due process hearing if a person is released from coaching or an extra duty position. A person may be released from a coaching or extracurricular position at the discretion of the school with notification to the Board.

7. “Employee”

- a. A person, other than the District superintendent or business administrator, who is a career or provisional employee of the District.

[Utah Code § 53G-11-501\(8\) \(2024\)](#)

8. “Contracted Term or Term of Employment”

- a. The term of employment is the period of time during which an employee is engaged by the District under a contract of employment, whether oral or written. Notwithstanding, all contracts of employment shall be in writing.

9. “Dismissal or Termination”

- a. An employee shall be deemed to be discharged upon occurrence of any of the following events:
 - 1) Termination of the status of employment of an employee.
 - 2) Failure to renew the employment contract of a career employee
 - 3) Reduction in salary of an employee not generally applied to all employees of the same category employed by the District during the employee’s contract term.

- 4) Change of assignment of an employee with an accompanying reduction in pay unless the assignment change and salary reduction are agreed to in writing.

[Utah Code § 53G-11-501\(6\) \(2024\)](#)

10. "Unsatisfactory performance"

- a. A deficiency in performing work tasks which may be:
 - 1) due to insufficient or undeveloped skills or a lack of knowledge or aptitude;
and
 - 2) remediated through training, study, mentoring, or practice.
- b. Does not include the following conduct that is designated as a cause for termination or a reason for license discipline:
 - 1) a violation of work policies;
 - 2) a violation of District policies, State Board of Education rules, or law;
 - 3) a violation of standards or ethical, moral or professional conduct; or
 - 4) insubordination

[Utah Code § 53G-11-501\(17\) \(2024\)](#)

B. Causes for Dismissal or Non-Renewal

1. Any employee may be suspended or discharged during a contract term for any of the following:
 - a. Insubordination or failure to comply with directives from supervisors;
 - b. Incompetence;
 - c. Conviction, including entering a plea of guilty or nolo contendere (no contest), of a felony or misdemeanor involving moral turpitude or immoral conduct;

- d. Conduct which may be harmful to students or to the District;
- e. Improper or unlawful physical contact with students;
- f. Any violation of the District's Employee Code of Conduct;
- g. Violation of district policy, State Board of Education rules, or law;
- h. Unprofessional conduct not characteristic of or befitting a District employee including a violation of standards of ethical, moral, or professional conduct;
- i. Manufacturing, possessing, using, dispensing, distributing, selling and/or engaging in any transaction or action to facilitate the use, dispersal or distribution of any illicit (as opposed to authorized) drugs or alcohol on District premises or as a party of any District activity;
- j. Current addiction to or dependency on a narcotic or other controlled substance;
- k. Dishonesty or falsification of any information supplied to the District; including data on application forms; employment records or other information given to the District;
- l. Engagement in sexual harassment of a student or employee of the District;
- m. Neglect of duty, including unexcused absences, excessive tardiness, excessive absences, and abuse of leave policies or failure to maintain certification;
- n. Deficiencies pointed out as part of any appraisal or evaluation;
- o. Failure to fulfill duties or responsibilities or a violation of work rules;
- p. Inability to maintain discipline in the classroom or at assigned school-related functions;
- q. Drunkenness or excessive use of alcoholic beverages or controlled substances;
- r. Disability not otherwise protected by law that impairs performance of required job duties;

- s. Failure to maintain an effective working relationship, or to maintain good rapport with parents, co-workers, the community or colleges;
- t. Failure to maintain requirements for licensure or certification;
- u. Unsatisfactory performance;
- v. For any other reason justifying termination of employment for cause.

C. Termination for Unsatisfactory Performance – Procedural Due Process Notice to Career Employee of Unsatisfactory Performance

1. If the District intends not to renew the contract of a career employee for reasons of unsatisfactory performance it shall:
 - a. Notify the employee at least 30 days prior to issuing a notice of intent not to renew the employee's contract that continued employment is in question and the reasons for anticipated non-renewal;
 - b. The principal or designee shall provide and discuss with the employee written documentation clearly identifying the deficiencies in performance;
 - c. The principal or designee shall develop and implement a plan of assistance, in accordance with procedures and standards established by ~~Policy 3210~~ **Policy 3041 Educator Evaluation or Policy 3042 Educational Support Professionals (ESP or Classified) Employee Evaluation**, to allow the employee an opportunity to improve performance;
 - d. Provide to the employee a sufficient time period to successfully complete the plan of assistance of at least 30 days but not more than 120 days in which to correct the deficiencies; except the 120-day limit may be extended when:
 - 1) an employee is on leave from work during the period the plan of assistance is scheduled to be implemented; and the leave was not approved and scheduled before the written notice intent not to renew was provided; or
 - 2) the leave is specifically approved by the Board

- e. The time period to correct the deficiencies may continue into the next school year;
- f. The time period to implement the plan of assistance and correct the deficiencies shall begin when the employee receives the written notice provided in ~~Policy 3210~~ **Policy 3041 Educator Evaluation or Policy 3042 Educational Support Professionals (ESP or Classified) Employee Evaluation**, and end when the determination is made that the employee has successfully remediated the deficiency or notice of intent to not renew or terminate the employee's contract is given in accordance with ~~Policy 3210~~ **these policies respectively Policy 3210**;
- g. The principal or designee shall reevaluate the employee's performance;
- h. If upon a reevaluation of the employee's performance, the District determines the employee's performance is satisfactory, and within a three-year period after the initial documentation of unsatisfactory performance for the same deficiency pursuant to ~~Policy 3210~~ **Policy 3041 Educator Evaluation or Policy 3042 Educational Support Professionals (ESP or Classified) Employee Evaluation**, the employee's performance is determined to be unsatisfactory, the District may elect to not renew or terminate the employee's contract.
- i. If the employee's performance remains unsatisfactory after reevaluation, the Superintendent or designee shall give notice of intent to not renew or to terminate the employee's contract, which shall include written documentation of the employee's deficiencies in performance.
- j. Nothing in this Policy shall be construed to require compliance with or completion of evaluations prior to non-renewal of a career employee's contract.
- k. An employee whose performance is unsatisfactory may not be transferred to another school unless the Board specifically approves the transfer of the employee.

[Utah Code § 53G-11-514 \(2018\)](#)
[Utah Code § 53G-11-517 \(2018\)](#)

D. Notice of Intent not to Renew Contract of Career Employee

1. If the District intends not to renew the contract of employment of a career employee after giving notice that continued employment is in question, it shall:
 - a. Give notice that a contract of employment will not be offered for the following school year to the individual.
 - b. Issue notice at least 30 days before the end of the contract term of the individual.
 - c. Serve notice by personal delivery or certified mail to the employee's most recent address shown on the District's personnel records.

E. Rehire Eligibility of Non-renewed or Resigned in Lieu of Non-renew

1. **If an employee's contract is non-renewed, or the employee chooses to resign in lieu of a non-renewable contract, the employee will become eligible for rehire in BESD one fiscal year from the non-renewed contract date with evidence of improvement.**

F. Notice of Intent to Terminate Employment During Term of Contract

1. If the District intends to terminate an employee's contract during the contract term, the District shall:
 - a. Give written notice of that intent to the employee;
 - b. Serve the notice by personal delivery or by certified mail addressed to the individual's last known address;
 - c. Serve the notice at least 30 days prior to the proposed date of termination;
 - d. State the date of termination and detailed reasons for termination;
 - e. Give notice of the individual's right to appeal the decision to terminate employment and the right to a hearing and the right to legal counsel, to present evidence, cross-examine witnesses and present arguments at the hearing;
 - f. Notify the employee that failure to request a hearing within 15 days after the notice of termination was either personally delivered or mailed to the employee's most recent address shown on the district's personnel records shall constitute a waiver of the right to contest the decision to terminate.

[Utah Code § 53G-11-513 \(2018\)](#)

G. Notice of Intent Not to Offer a Contract to a Provisional Employee

1. If the District intends not to offer a contract of employment for the succeeding school year to a provisional employee, it shall give notice at least 60 days before the end of the provisional employee's contract term that the employee will not be offered a contract for a following term of employment. Because provisional employees do not have an expectation of continued employment, they do not have a right to grieve the decision not to renew employment and do not have a right to a hearing.

[Utah Code § 53G-11-513 \(2018\)](#)

H. Notice of Intent to Terminate or Not Offer a Contract to a Temporary Employee

1. Temporary employees will be given notice of a minimum of 10 working days of the termination of their employment. Because temporary employees do not have an expectation of continued employment, they do not have a right to grieve the decision to terminate or not to extend employment and do not have a right to a hearing.

I. Expectation of Continued Employment in Absence of Notice

1. In the absence of a notice, a career or provisional employee is considered employed for the next contract term with a salary based upon the salary schedule applicable to the class of employees into which the individual falls.
2. This provision does not preclude the dismissal of a career or provisional employee during the contract term for cause.

[Utah Code § 53G-11-513 \(2018\)](#)

J. Right to an Informal Conference

1. A notice of intention not to renew the contract of a career employee or of an intention to terminate the contract of a career or provisional employee during its term must advise the individual that he or she may request an informal conference before the Superintendent or Superintendent's designee. The request for an informal conference must be made in writing and delivered to the Superintendent's within 10 days of the date on the notice of intention not to renew or notice of termination during the contract term. The informal conference will be held as soon as is practicable. Suspension pending a hearing may be without pay if the Superintendent or a designee determines after the informal conference, or after the employee had an opportunity to have an informal conference, that it is likely that the reasons for cause will result in termination.

[Utah Code § 53G-11-513 \(2018\)](#)

K. Employee's Right to Hearing

1. A notice of intention not to renew the contract of a career employee or of an intention to terminate the contract of a career or provisional employee during its term must also advise the individual that if after the informal conference the employee wishes a hearing on the matter, he or she must submit written notice to that effect to the Superintendent's office within five (5) days of the informal conference. If the employee wishes to not have an informal conference, but does wish to have a hearing, he or she must submit written notice to that effect within 15 days of the date on the notice of intent not to renew or notice of termination during the contract term. Upon timely receipt of the notice, the Superintendent will notify the Board, which will then either appoint a hearing examiner or hearing board or determine to hear the matter itself. In either case, the Board will then send notice of the date, time and place of hearing to the Superintendent and to the employee. If the employee does not request a hearing within 15 days, then the employee shall have waived any right to a hearing and to contest the decision.

[Utah Code § 53G-11-513 \(2018\)](#)

L. Appointing a Hearing Examiner

1. If the Board of Education determines that the hearing shall be conducted by a hearing examiner or board, it shall so advise the Superintendent to appoint a board of three District administrators who have no substantial knowledge of the facts of the case or select an independent hearing examiner.
2. In so appointing a hearing examiner or hearing board, the Board of Education may delegate its authority to the hearing officer or hearing board to make findings and decisions relating to the employment of the employee that are binding upon both the employee and the Board of Education. In the absence of an express delegation, the Board retains the right to make its own decision based on the factual findings of the hearing officer.

[Utah Code § 53G-11-515\(1\) \(2021\)](#)

M. Rights of Employee at a Hearing

1. At the hearing, the employee and administration each have right to counsel, to produce witnesses, to hear testimony, to cross-examine witnesses, and to examine documentary evidence.

[Utah Code § 53G-11-515\(2\) \(2021\)](#)

N. Hearing Record

1. Hearings before the Board or before a hearing examiner appointed by the Board shall be recorded at the District's expense.

[Utah Code § 53G-11-515\(4\) \(2021\)](#)

O. Decision

1. Within 15 days after the hearing, the person or entity that conducted the hearing, whether the hearing examiner, hearing board, or Board of Education, shall issue written findings and conclusions deciding the matter. These shall be provided to the employee by mail or personal delivery.
2. In the event the decision of the board or hearing officer is to not terminate the employment of the employee, then the employee shall be reinstated and back pay shall be paid if the employee was suspended without pay pending a hearing.

[Utah Code § 53G-11-513 \(2018\)](#)

P. Appeal of Decision

1. The final decision or action of the Board may be appealed to the Utah Court of appeals as provided in [Utah Code § 53G-11-515\(5\)](#).

[Utah Code § 53G-11-515\(5\) \(2021\)](#)

Q. Suspension During Investigation

1. The active service of an employee may be suspended by the Superintendent pending a hearing if it appears that the continued employment of the individual may be harmful to students or to the District. The employee shall be provided written notice of the suspension, which may be included with written notice of termination of employment during the contract term or notice of non-renewal of contract.

[Utah Code § 53G-11-513 \(2018\)](#)

R. Necessary Staff Reduction Not Precluded

1. Nothing in this policy prevents staff reduction if necessary to reduce the number of employees because of the following:

- a. declining student enrollments in the district;
- b. the discontinuance or substantial reduction of a particular service or program;
- c. the shortage of anticipated revenue after the budget has been adopted; or
- d. school consolidation.

[Utah Code § 53G-11-516 \(2018\)](#)

S. No Verbal Agreements

1. It is the policy of the District that all agreements with employees must be written; there are no verbal agreements because all agreements must be approved by the Board of Education. Only the Board of Education has authority to hire and fire unless such authority has been expressly delegated in writing.

T. Notification to Utah Professional Practices Advisory Commission

1. The Superintendent shall notify the Utah Professional Practices Advisory Commission (“UPPAC”) if an educator is determined, in any judicial or administrative proceeding, to have violated any of the Utah Educator Standards. **The Superintendent shall also notify UPPAC within 30 days of receiving an allegation from a parent that an educator has violated any of the Utah Educator Standards.**
 - a. If possible, the notification shall be made using the form provided by the UPPAC Executive Secretary. **The Superintendent shall also notify UPPAC of any criminal charges filed by a prosecuting agency. For each matter about which notice is given, the Superintendent shall also notify UPPAC of the related investigation or proceeding, any disciplinary action taken (or that no action was taken), the evidence supporting that decision, and any evidence that may be relevant if UPPAC chooses to investigate the matter.** In submitting the notification to UPPAC, the Superintendent may make a recommendation to the UPPAC Executive Secretary regarding whether UPPAC investigation would be appropriate under the circumstances, taking into consideration any employment action taken by the District. ~~Notice is not required to be given if there are no other proceedings other than a District administrative proceeding and the District’s proceeding determines that the allegations constituting the violation are unsupported. (A criminal charge would be an example of another proceeding.)~~

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

POLICY 4135

Dual Enrollment

A. Dual Enrollment

1. Any child who is enrolled in a regularly established private school or a home school may also enroll in a District school for dual enrollment purposes. Any dual enrollment student may participate in any academic activity in the schools of the District subject to compliance with the same rules and requirements that apply to a full-time student's participation in the activity. Dual enrollment students are required to attend school part-time as prescribed by the School Board. In addition, a student who attends a portion of the school day at a District school shall be subject to administrative scheduling and teacher discretion of the District's school. Dual enrollment students are subject to the school's tardy and truancy policies according to the school's pre-established time schedules.
2. A student enrolled in a dual enrollment program is considered a student of the District for purposes of state funding to the extent of the student's participation in the District school's programs.
3. A dual-enrollment student with a disability may participate as a dual enrollment student consistent with State Board rule and federal regulations. The school shall prepare an IEP for such a student prior to the student's participation in dual enrollment using comparable procedures to those required for identifying and evaluating public school students. A student with a disability seeking dual enrollment is entitled to services for the time, or the number of courses, that the student is enrolled in the public school, based on the decision of the IEP team.

[Utah Code § 53G-6-204 \(2024\)](#)

[Utah Code § 53G-6-702 \(2020\)](#)

[Utah Admin. Rules R277-438 \(December 8, 2016\)](#)

[State Board of Education Special Education Rules VI.D.8](#)

POLICY 4215

Student Notifications

A. Non-electronic notices to students

1. Except as otherwise provided in this policy, the District and each school shall establish procedures to provide to students, through non-electronic means, notice of and access by students to information about school activities and events (including schedule changes, extracurricular activities and sporting events), about the District's comprehensive emergency response plan, and about the District's emergency response plan for treating sports related injuries that occur during school sports practices and events.

[Utah Code § 53G-4-402\(22\)\(a\) \(2024\)](#)

B. Exceptions to non-electronic notice requirement

1. The District and District schools may provide students with electronic notice and access to information rather than through non-electronic means if an emergency, unforeseen circumstance, or other incident arises and the District or school cannot reasonably provide timely notification through non-electronic means.
2. A school may provide electronic notices and access to information instead of non-electronic notice and access if the school provides each student with an electronic device which is capable of receiving the electronic notice and access.

[Utah Code § 53G-4-402\(22\)\(b\) \(2024\)](#)

POLICY 5294

Student Discipline - Searches

A. Search and Seizure

1. Students shall be free from unreasonable search and seizure by school officials. School officials may search a student or a student's property with reasonable suspicion or with the student's consent. A search must be reasonable both in the reason for the search and the scope of the search.

New Jersey v. T.L.O., 469 U.S. 325 (1985)

Jones v. Latexo, 499 F. Supp. 223 (E.D. Tex. 1980)

Bellnier v. Lund, 438 F. Supp. 47 (N.D.N.Y 1977)

B. Reasonable Suspicion

1. "Reasonable suspicion" is a particularized and objective basis, supported by specific articulable facts, for suspecting a person of violating law or policy.

C. "Searches of Places"

1. Students have a limited expectation of privacy of areas such as lockers, which are owned and jointly controlled by the district.
 - a. While students may lock or otherwise secure lockers from access by other students, this does not give the student an expectation of privacy with regard to school access, nor may a student lock or secure a locker with means that are not approved by the school.
 - b. These areas may be searched on a school-wide or individual basis when the school determines there is cause to conduct such a search.
 - c. In addition, the school district has a reasonable and valid interest in insuring that the lockers are properly maintained.
 - 1) For this reason, periodic inspection of lockers is permissible to check for cleanliness and vandalism.
 - 2) Any illegal items or contraband discovered during such searches (including electronic cigarette products) shall be confiscated by school officials and may be turned over to law enforcement officials.

- 3) Student privacy regarding contents of the locker which are not contraband or in violation of law or policy will be respected.

Zamora v. Pomeroy, 639 F. 662 (10th Cir. 1981)
Singleton v. Board of Educ. USD 500, 894 F. Supp. 386 (D. Kan. 1995)

D. "Student Searches"

1. Searches of student's outer clothing and pockets may be conducted if reasonable cause exists.

Singleton v. Board of Educ. USD 500, 894 F. Supp. 386 (D. Kan. 1995)
Doe v. Renfrow, 475 F. Supp. 1012 (N.D. Ind. 1979)

2. Highly intrusive invasions of a student's privacy, such as searches of the student's person or strip searches, shall be conducted only if individualized reasonable cause exists to believe that there is a legitimate safety concern due to a student's possession of weapons. These searches must be designed to be minimally intrusive, taking into account the item for which the search is conducted. Strip searches are seldom warranted and shall not be conducted without prior consultation with District administration and if possible legal counsel.

Singleton v. Board of Educ. USD 500, 894 F. Supp. 386 (D. Kan. 1995)
Doe v. Renfrow, 631 F.2d 91 (7th Cir. 1980)
Konop v. Northwestern School Dist., 26 F. Supp. 2d 1189 (D. S.D. 1998)

E. Electronic Cigarette Products

1. Based on reasonable suspicion, a student may be searched for electronic cigarette products (as those are defined under [Policy 5290 Student Discipline: Drugs, Alcohol, Tobacco](#)). Electronic cigarette products are contraband and shall be confiscated and disposed of as provided for in [Policy 5290](#).

[Utah Code § 53G-8-203\(3\) \(2024\)](#)
[Utah Code § 53G-8-508\(2\) \(2020\)](#)
[Utah Admin. Rules R277-615-4\(1\) \(August 12, 2020\)](#)

F. Police Involvement

1. Where school officials initiate a search and police involvement is minimal, the reasonableness standard is applicable. The ordinary warrant requirement and probable cause standard will apply where "outside" police officers initiate, or are predominantly involved in, a school search of a student or student property for police

investigative purposes.

Myers v. State, 839 N.E.2d 1154 (Ind. 2005)
F.S.E. v. State, 993 P.2d 771 (Ok. Crim. App. 1999)
In Re Josue T., 989 P.2d 431 (N.M. Ct. App. 1999)

G. Student Consent

1. If the District does not have reasonable suspicion to search a student or his property, the District may search with the student's free and voluntary consent. However, coercion, whether express or implied, invalidates the apparent consent.

H. Distribution of Policy

1. A copy of this policy in electronic and printed form shall be made available to parents and students upon enrollment.

[Utah Admin. Rules R277-615-4\(4\) \(August 12, 2020\)](#)

POLICY 1210

School Closures and Boundary Changes

A. "Special Enrollment Program" Defined

1. "Special enrollment program" means a full-day academic program in which a parent opts to enroll the parent's student and that is offered at a specifically designated school in the District, including gifted or advanced learning programs or dual language immersion programs.

[Utah Code § 53G-4-402\(24\)\(a\) \(2024\)](#)

B. Notice of Possible Closure ~~or Boundary Change~~

1. At least 90 days before approving the closure of a school or ~~closure of a special enrollment program a change to school attendance area boundaries~~, the Board shall provide notice that it is considering closure ~~or a boundary change~~ to parents of students enrolled in the school ~~or in the special enrollment program~~, to parents of students enrolled in other schools in the District which may be affected by the closure ~~or boundary change~~, and to the governing council and mayor of the municipality where the school is located. ~~The Board must initiate the notice process for each school or special enrollment program under consideration for closure through a separate motion made and approved at a public meeting of the Board.~~ The notices to parents shall be provided using the same form of communication that the Board regularly uses to communicate with parents ~~and shall also be given by mail through the United State Postal Service at the last known address for the parents.~~

[Utah Code § 53G-4-402\(24\)\(b\)\(i\), \(ii\), \(d\) \(2024\)](#)

C. Notice of Possible Boundary Change

1. At least 30 days before approving a change to school attendance area boundaries or to the location of a special enrollment program, the Board shall provide notice that it is considering a boundary change or program location change to parents of students enrolled in the school or program, to parents of students enrolled in other schools in the District which may be affected by the boundary or location change, and to the governing council and mayor of the municipality where the school is located. The Board must initiate the notice process for each school or special enrollment program

through a separate motion made and approved at a public meeting of the Board. The notices to parents shall be provided using the same form of communication that the Board regularly uses to communicate with parents and shall also be given by mail through the United States Postal Service at the last known address for the parents.

[Utah Code § 53G-4-402\(24\)\(b\)\(i\), \(ii\), \(d\) \(2024\)](#)

D. **Public Comment and Hearings on Closure or Boundary Change**

1. Before taking action to close a school or ~~change a school attendance area boundary special enrollment program~~, the Board shall hold at least two Board meetings which include an opportunity for public ~~comment hearings to receive comment~~ on the proposed closure ~~or boundary change~~. One of these meetings shall be designated as a public hearing. If feasible, the public hearing shall be held at the location of the school that is under consideration for closure.

[Utah Code § 53G-4-402\(24\)\(b\)\(iii\), \(v\), \(c\)\(ii\) \(2024\)](#)

[Utah Code § 10-9a-103\(54\) \(2024\)](#)

E. **Hearing on Boundary Change**

1. Before taking action to change a school attendance area boundary or the location of a special enrollment program, the Board shall hold a public hearing to receive comment on the proposed boundary change or program location change.

[Utah Code § 53G-4-402\(24\)\(b\)\(iv\), \(v\) \(2024\)](#)

[Utah Code § 10-9a-103\(54\) \(2024\)](#)

F. **Notice of Hearings on Closure or Boundary Change**

1. In addition to meeting the other requirements for notice of a public meeting as set out in [Policy 1072 Board Meetings: Notice Requirements](#), and in addition to the 90-day notice of possible closure described above, the Board shall give notice of ~~each~~ the public hearing on a proposed school closure or ~~special enrollment program closure boundary change~~. The notice shall ~~indicate state~~ the name of the school or schools ~~or the special enrollment program~~ under consideration for closure or boundary change and state the date, time, and location of the public hearing. This notice shall be provided at least 30 days before the date of the hearing to the parents and public officials who were required to receive the 90-day notice of possible closure described above, and in the same matter. In addition, for at least 10 days before the ~~day of the~~ hearing, this notice shall also be posted on the Utah

Public Notice Website, posted on the District's website, posted at the District offices, and posted prominently at the school or schools affected.

[Utah Code § 53G-4-402\(24\)\(b\)\(v\), \(c\) \(2024\)](#)
[Utah Code § 63G-30-102\(1\) \(2023\)](#)

G. Notice of Hearing on Boundary Change

1. In addition to meeting the other requirements for notice of a public meeting as set out in [Policy 1072 Board Meeting Notice Requirements](#), and in addition to the 30-day notice of possible boundary or location change described above, the Board shall give notice of the public hearing on a proposed boundary change or special enrollment program location change. The notice shall state the name of the school or schools under consideration for boundary change or the special enrollment program under consideration for location change and shall state the date, time, and location of the public hearing. This notice shall be provided at least 30 days before the date of the hearing to the parents and public officials who were required to receive the 30-day notice of possible boundary or location change described above, and in the same manner. In addition, for at least 10 days before the hearing, this notice shall also be posted on the Utah Public Notice Website, posted on the District's website, posted at the District offices, and posted prominently at the school or schools affected.

[Utah Code § 53G-4-402\(24\)\(b\)\(v\), \(c\) \(2024\)](#)
[Utah Code § 63G-30-102\(1\) \(2023\)](#)

H. Deadline for Completion of Closure

1. The process for approving closure of a school must be completed on or before December 31 of the calendar year preceding the beginning of the school year in which the school closure takes effect.

[Utah Code § 53G-4-402\(24\)\(e\) \(2024\)](#)

I. Deadline for Completion of Boundary Change

1. The process for approving a change to a school boundary must be completed no more than 60 days after the day on which the Board votes to approve the change.

[Utah Code § 53G-4-402\(24\)\(f\)\(i\) \(2024\)](#)

Policy 2182
Amended
January 8, 2025
First Reading
February 12, 2025
Second Reading
March 12, 2025

POLICY 2182

School Safety

A. Safety Needs Assessment

1. Unless an exception or modification is granted by the state security chief, the District shall ensure that a school safety needs assessment is conducted **at least once every three years yearly** by **October 15th December 31, 2024**, for each school in the District. A school's assessment is conducted by the school safety specialist in collaboration with the county security chief or designee. The assessment will follow the form or process created by the state security chief and will determine needs and deficiencies regarding
 - a. appropriate school safety personnel (including necessary supports, training, and policy creation for personnel),
 - b. physical building security and safety (including required upgrades to facilities and safety technology), and
 - c. the school's current threat and emergency response protocols (including any emergency response agreements with local law enforcement).
2. The District shall report the results of each school safety needs assessment to the state security chief and the School Safety Center.

[Utah Code § 53G-8-701.5\(1\)\(a\), \(c\), \(3\) \(2024\)](#)

B. Safety Personnel

1. Unless an exception or modification is granted by the state security chief, the District shall appoint or designate school safety personnel as required by statute and according to the timeline established by the state security chief. The personnel shall include a school safety and security specialist for the District, a school safety and security specialist for each school campus, and (for each school and based on the results of the school safety needs assessment) at least one school resource officer or school guardian or armed school security guard.

[Utah Code § 53G-8-701.5\(2\), \(3\) \(2024\)](#)

Commented [MH1]: This law changed to conduct school safety needs assessments every three years rather than every year.

This was changed at the last minute before it was signed into law.

Policy 2182
Amended
January 8, 2025
First Reading
February 12, 2025
Second Reading
March 12, 2025

[Utah Code § 53G-8-701.8\(1\) \(2024\)](#)

2. School Safety and Security Specialist

a. The District school safety and security specialist is the District point of contact for the county security chief, local law enforcement, and the state security chief. The school safety and security specialist:

- 1) Shall collaborate and maintain effective communications with local law enforcement, the county security chief, the District, and school-based behavioral and mental health professionals to ensure adherence with all policies, procedures, protocols, rules, and regulations relating to school safety and security;
- 2) Shall, as applicable, coordinate security responses among school safety and security specialists, school resource officers, armed school security guards, and school guardians;
- 3) If the school safety and security specialist is a District employee, shall be a member of the multidisciplinary team;
- 4) Shall have a valid concealed carry firearm permit; and
- 5) Shall complete the training requirements for school guardians, for school resource officers, and for armed school security guards.

[Utah Code § 53G-8-701.5\(2\)\(b\) \(2024\)](#)

[Utah Code § 53G-8-701.8\(2\) \(2024\)](#)

[Utah Code § 53-22-105\(1\)\(a\), \(b\), \(d\) \(2024\)](#)

[Utah Code § 53G-8-702 \(2024\)](#)

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

[Utah Code § 53G-8-213\(1\)\(a\) \(2024\)](#)

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

Policy 2182
Amended
January 8, 2025
First Reading
February 12, 2025
Second Reading
March 12, 2025

[Utah Code § 53G-8-701.6\(2\), \(4\) \(2024\)](#)

[Utah Code § 53G-8-701.5\(2\)\(c\) \(2024\)](#)

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

Policy 2182
Amended
January 8, 2025
First Reading
February 12, 2025
Second Reading
March 12, 2025

- 2) Conducts a building safety inspection at least annually using the results of the school safety needs assessment to recommend and implement improvements to school facilities, policies, procedures, protocols, rules, and regulations relating to school safety and security;
- e. Serves as a member of the multidisciplinary team;
 - f. When deemed necessary by the specialist, conducts a behavioral threat assessment using an evidence-based tool recommended by the state security chief;
 - g. Monitors and regularly reports to the principal, local law enforcement, and the Superintendent or designee security risks for the school resulting from either issues with school facilities or the implementation of practices, policies, procedures, and protocols relating to school safety and security;
 - h. Coordinates with local first responder agencies to implement and monitor safety and security drills in accordance with policy and applicable procedures and protocols;
 - i. Ensures that school staff and, when appropriate, students, receive training on and remain current on the school's safety and security procedures and protocols;
 - j. Following an event where security of the school has been significantly compromised, organizes a debriefing regarding strengthening school safety and security practices, policies, procedures and protocols with (as applicable):
 - 1) The principal;
 - 2) School staff;
 - 3) The school resource officer;
 - 4) The armed school security guard;
 - 5) The school guardian;
 - 6) Local law enforcement;
 - 7) The county security chief;

- 8) The school safety and security specialist;
 - 9) The District; and
 - 10) School-based behavioral and mental health professionals;
 - k. Abides by District, school, and law enforcement policy outlining the chain of command;
 - l. During an emergency and as applicable, coordinates with the:
 - 1) School resource officer;
 - 2) School guardian;
 - 3) Armed school security guards;
 - 4) School administrators; and
 - 5) Responding law enforcement officers;
 - m. Follows District, school, and law enforcement student privacy policies (including state and federal privacy laws);
 - n. Participates in annual training selected by the state security chief; and
 - o. Remains current on:
 - 1) A comprehensive school guideline selected by the state security chief;
 - 2) The duties of a school safety and security specialist; and
 - 3) The school's emergency response plan.
- [Utah Code § 53G-8-701.6\(3\) \(2024\)](#)
[Utah Code § 53G-8-213\(1\)\(a\) \(2024\)](#)
4. School guardian

Policy 2182
Amended
January 8, 2025
First Reading
February 12, 2025
Second Reading
March 12, 2025

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

[Utah Code § 53-22-105\(3\), \(8\), \(14\) \(2024\)](#)

- b. A school employee may volunteer to be a school guardian if the employee's regular work duties and responsibilities must require the employee to be physically present at the school's campus while school is in session. The principal, a teacher, or a person whose primary responsibilities require the employee to be primarily present in a classroom to teach, care for, or interact with students are not eligible unless the person is employed at a school with 100 or fewer students, or employed at a school with adjacent campuses as determined by the state security chief, or unless an exception is made by the state security chief.

[Utah Code § 53-22-105\(1\)\(f\) \(2024\)](#)

[Utah Code § 53G-8-701.5\(3\) \(2024\)](#)

- c. To be qualified for designation as a school guardian, an eligible employee must:
 - 1) Satisfactorily complete the initial training for a school guardian within the prior six months;
 - 2) Hold a valid firearm concealed carry permit;
 - 3) Certify to the sheriff of the county where the school is located that the employee has undergone the initial training and intends to serve as a school guardian;
 - 4) Successfully complete a mental health screening selected by the state security chief; and
 - 5) Be approved by the school administrator to be a school guardian.

[Utah Code § 53-22-105\(3\)\(a\) \(2024\)](#)

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

[Utah Code § 53-22-105\(1\)\(a\), \(b\), \(3\)\(b\) \(2024\)](#)

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

[Utah Code § 53-22-105\(7\) \(2024\)](#)

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

[Utah Code § 53-22-105\(5\) \(2024\)](#)

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

[Utah Code § 53-22-105\(11\), \(12\), \(13\) \(2024\)](#)

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

[Utah Code § 53-22-105\(10\) \(2024\)](#)

[Utah Code § 76-2-402 \(2022\)](#)

5. Armed school security guard

- a. An “armed private security officer” is an individual employed by a contract security company whose primary duty is guarding personal or real property or providing protection or security to the life and well-being of humans or animals and who wears, carries, possesses, or has immediate access to a firearm in the performance of the individual’s duties. A “contract security company” is a company that is engaged in business to provide security services to another person, business, or entity on a contractual basis by assignment of an armed or unarmed private security officer. An “armed school security guard” is an armed private security officer who:
- 1) Is licensed as an armed private security officer under [Title 58, Chapter 63, Security Personnel Licensing Act](#);
 - 2) Has a valid firearm concealed carry permit; and
 - 3) Has undergone training from the county security chief regarding:
 - a) The safe loading, unloading, storage, and carrying of firearms in a school setting;
 - b) The role of armed security guards in a school setting; and
 - c) Coordination with law enforcement and school officials during an active threat.
- b. In order to remain eligible to be assigned as an armed school security guard at a District school, the guard must participate in and satisfy the initial, annual, and biannual training requirements for school guardians.

[Utah Code § 53G-8-704\(1\), \(4\) \(2024\)](#)

[Utah Code § 58-63-102\(3\), \(8\) \(2023\)](#)

[Utah Code § 53-22-105\(1\) \(2024\)](#)

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

Policy 2182
Amended
January 8, 2025
First Reading
February 12, 2025
Second Reading
March 12, 2025

[Utah Code § 53G-8-704\(2\)\(b\), \(3\) \(2024\)](#)

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

[Utah Code § 53G-8-704\(5\) \(2024\)](#)

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

[Utah Code § 53G-8-704\(8\), \(9\) \(2024\)](#)

C. Panic Alert Devices

- 1. Consistent with the results of the school safety needs assessment, a staff person in each classroom shall be provided with a wearable panic alert device that allows for immediate contact with emergency services or emergency services agencies, law enforcement agencies, health departments, and fire departments. Before the beginning of each school year, all school building personnel shall receive training on the protocol and appropriate use of the panic alert device.

[Utah Code § 53G-8-805\(1\), \(2\) \(2024\)](#)

D. Video and Audio Surveillance

1. District Security

- a. Video and/or audio recording devices may be used to monitor the health, safety, and welfare of all students, staff, and visitors to district property and to safeguard District facilities. Such recordings may be stored as evidence of unsafe, disruptive, and/or illegal behavior and may become part of a student record, a personnel file, and/or a legal proceeding. The Superintendent or his designee shall ensure the secure storage of these records against tampering and according to the District's record retention schedule.

2. Notification

- a. The District administration shall notify staff and students through student/parent and personnel handbooks that video/audio surveillance **may** occur on District property. The District **may** also provide notification through the posting of such notice at the main entrances of all District buildings and property, and on all buses in which video/audio surveillance may occur.

3. Law Enforcement Access to Security Cameras

- a. The District shall make all security cameras in school buildings accessible by a local law enforcement agency and shall coordinate with the local law enforcement agency to establish appropriate access protocols.

[Utah Code § 53G-8-805\(3\) \(2024\)](#)

4. Access to Recordings

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

Policy 2182
Amended
January 8, 2025
First Reading
February 12, 2025
Second Reading
March 12, 2025

transportation office, school buildings, or District office. All viewing will include the building principal or his/her designee.

E. Prevention and Intervention

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

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

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

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

POLICY 5003

Parent Rights to Academic Accommodations

- A. As used in this policy, “reasonably accommodate” means that a school shall make its best effort to enable a parent to exercise a right identified in this policy
1. without substantial impact to staff and resources, including employee working conditions, safety and supervision on school premises and for school activities, and the efficient allocation of expenditures; and
 2. while balancing
 - a. parental rights,
 - b. the educational needs of other students,
 - c. academic and behavioral impacts to a classroom,
 - d. teacher workload, and
 - e. the need to assure safe and efficient school operation.
 3. In determining whether a parental request will be accommodated in a particular instance, each of the above-listed factors should be considered.
- B. The District recognizes that a student’s parent is the primary person responsible for the education of the student, and the state is in a secondary and supportive role to the parent. As such, a student’s parent has the right to reasonable academic accommodations from the student’s school. Each requested accommodation shall be considered on an individual basis and no student shall be considered to a greater or lesser degree than any other student. An accommodation may only be provided if the accommodation is consistent with the federal law and, if the student has an Individualized Education Program (IEP), is consistent with the IEP.

[Utah Code 53G-6-803\(1\) \(2020\)](#)

- A. Academic accommodations

1. Each school in the District shall reasonably accommodate the request of a student's parent:
 - a. made in writing to retain a student in kindergarten through grade 8 on grade level based on the student's academic ability or social, emotional, or physical maturity;
 - b. regarding initial selection of a teacher or request for a change of teacher;
 - c. to visit and observe any class the student attends, see [Policy 6012 Parent Classroom Observation](#);
 - d. made in writing to place a student in a specialized class, a specialized program, or an advanced course (the school shall consider multiple academic data points when considering this requested accommodation); and
 - e. to meet with a teacher at a mutually agreeable time if the parent is unable to attend a regularly scheduled parent teacher conference (see [Policy 4090 Student Progress Reporting](#) regarding parent-teacher conferences).

[Utah Code § 53G-6-803\(2\)-\(4\), \(6\), \(8\) \(2020\)](#)

B. Parent rights regarding alternative credit and testing

1. Students shall be allowed, consistent with requirements of the State Board of Education, to earn course credit towards high school graduation without completing a course in school by either testing out of the course or demonstrating competency in course standards.

[Utah Code § 53G-6-803\(7\) \(2020\)](#)

C. Parent rights regarding assessments

1. At the request of a parent, a student shall be excused from taking such assessments as provided for in regulations issued by the Utah State Board of Education and according to the procedures in those regulations. Schools may not require procedures to be excused from assessments in addition to the procedures established by State Board regulations. Schools may not provide a nonacademic reward to a student for taking assessments that are included in the list of

assessments established by the State Board as assessments from which students may be excused.

[Utah Code § 53G-8-803\(9\) \(2020\)](#)

D. Parent rights regarding student absences

1. A school shall record an excused absence for a scheduled family event or a scheduled proactive visit to a health care provider if
 - a. the parent submits a written statement at least one school day before the scheduled absence and
 - b. the student agrees to make up course work for school days missed for the scheduled absence in accordance with District policy.

[Utah Code § 53G-6-803\(5\) \(2020\)](#)

E. Parent rights regarding student discipline

1. As required by [Policy 5282 Student Discipline](#), parents will be provided a copy of that policy and shall acknowledge by signature receiving the policy. When a student is suspended for any period of time or is recommended for expulsion, the student's parent shall be provided notice of the violation or violations upon which disciplinary action is to be based and shall have an opportunity to respond as set forth in [Policy 5282 Student Discipline](#).

[Utah Code § 53G-6-803\(10\) \(2020\)](#)

F. Notice of parent rights

1. Each student's parent shall be given annual notice of the parental rights and school responsibilities under this policy **and the right to participation waivers described in [Policy 4066 Religious Neutrality](#)**. This notice may be given by posting it on the District or school web site or through other means of electronic communication.

Policy 5003
Amended
October 12, 2022
First Reading
February 12, 2025
Second Reading
March 12, 2025

[Utah Code § 53G-6-802 \(2024\)](#)
[Utah Code § 53G-10-205 \(2024\)](#)

POLICY 5005

Safe Schools – Student Discipline/Behavior

- A. A necessary part of the learning process is self-control. Our goal in education is the growth of the individual in learning to control and appropriately conduct him/herself. Students are expected to follow accepted rules of conduct, to show respect for other people, and to obey persons in authority at the school
- B. Alternatives to suspension for non-violent and less extreme disciplinary situations should be developed in each school.
- C. The primary purpose of a resource officer is to be proactive in the attempt to avoid crime within the school as well as the community. Our primary goal regarding student discipline is to change behavior. The school resource officer functions as a member of a team charged with accomplishing that goal.
- D. A copy of this policy shall be given to each student in school upon enrollment in the school. Each student transferring to a school in the District who was not attending a school in the District just prior to the transfer shall receive a copy of this policy. When a copy of this policy is provided to a student, a copy shall also be provided to the student's parent.

[Utah Code § 53G-8-204\(2\)\(a\) \(2024\)](#)

- E. A copy of this policy shall be posted in a prominent place in each school in the District. Any significant change in this policy shall be posted in each school in the District, and a copy of the revised policy shall be distributed to the students in each school.

[Utah Code § 53G-8-204\(2\)\(b\), \(c\) \(2024\)](#)

- F. The following definitions shall apply under this policy:
 - 1. ~~“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. "Bullying" means intentionally committing a written, physical, or verbal act that a reasonable person under the circumstances should know or reasonably foresee will have one of the following effects:
 - a. causing physical or emotional harm to the school employee or student;
 - b. causing damage to the school employee or student's property;
 - c. placing the school employee or student in reasonable fear of:
 - 1) harm to the school employee's or student's physical or emotional well-being;
or
 - 2) damage to the school employee's or student's property.
 - d. creating a hostile, threatening, humiliating, or abusive educational environment due to:
 - 1) the pervasiveness, persistence, or severity of the actions; or
 - 2) a power differential between the bully and the target; or
 - e. substantially interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits.
 - f. Bullying does not include:
 - 1) a single incident, unless the incident is objectively severe; or
 - 2) mutual or reciprocating behaviors between students that might otherwise constitute bullying if one student was clearly the aggressor.
4. ~~"Burglary" means breaking, entering, or unlawfully remaining in a structure without authorization during the hours when the premises are closed to students (Utah Code § 76-6-202);~~
5. "Communication" means the conveyance of a message, whether verbal, written, or electronic.

6. ~~“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);~~
7. ~~“Cyber-Bullying” means using the internet, a cell phone, or another device to send or post text, video, or an image with the intent or knowledge, or with reckless disregard, that the text, video, or image will hurt, embarrass, or threaten an individual, regardless of whether the individual directed, consented to, or acquiesced in the conduct, or voluntarily accessed the electronic communication.~~
 - a. ~~In addition, any communication of this form that is generated off-campus but causes or threatens to cause a material and substantial disruption at school or interference with the rights of students to be secure may also be considered cyber-bullying.~~

[Utah Code § 53G-9-601\(45\) \(2024\)](#)

8. ~~“Disruptive student behavior” means Conduct which unreasonably interferes with the educational process or instruction of students in the classroom or elsewhere frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including the use of foul, profane, vulgar, or abusive language.~~
 - a. ~~Willful destruction or defacing of school property;~~
 - b. ~~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;~~
 - c. ~~Possession, control, or use of an alcoholic beverage as defined in Utah Code § 32B-1-102;~~
 - d. ~~Behavior prescribed in 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;~~
 - e. ~~Possession or use of pornographic material on school property~~
 - f. ~~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 as 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.~~
9. ~~“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 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.~~
10. ~~“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.~~
11. ~~“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 associated with or attributable to a gang.~~
 - d. ~~Designating “turf” or an area for gang activity or occupation.~~

12. "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 meets one of the following:
- a. Endangers the mental or physical health or safety of an individual;
 - b. Involves any brutality of a physical nature, including whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;
 - c. Involves consumption of any food, alcoholic product, drug, or other substance or other physical activity that endangers the mental or physical health and safety of a school employee or student; or involves any activity that would subject a school employee or student to extreme mental stress, such as sleep deprivation, extended isolation from social contact, or conduct that subjects a school employee or student to extreme embarrassment, shame, or humiliation; and either
 - 1) Is committed for the purpose of initiation into, admission into, affiliation with, holding office in, or as a condition for membership in a school or school sponsored team, organization, program, club, or event; or
 - 2) Is directed toward an individual whom the actor of the act knows, at the time the act is committed, is a member of, or candidate for membership in, a school or school sponsored team, organization, program, club, or event in which the actor also participates.
 - d. ~~The conduct described above constitutes hazing, regardless of whether the individual against whom the conduct is committed directed, consented to, or acquiesced in, the conduct.~~

[Utah Code § 76-5-107.5 \(2022\)](#)

[Utah Code § 53G-9-601\(56\) \(2024\)](#)

13. "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;

14. ~~“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;~~
15. “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~~

[Utah Code § 76-9-105 \(2017\)](#)
16. ~~“Retaliate” means an act or communication intended:~~
 - a. ~~as retribution against a person for reporting bullying, cyber-bullying, abusive conduct, or hazing; or~~
 - b. ~~to improperly influence the investigation of, or the response to, a report of bullying, cyber-bullying, abusive conduct, or hazing.~~
17. ~~“School District location” means in any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school District.~~
18. “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](#).
19. “Suspension” means ~~removal of a student from the student’s regular classroom assignment for a definite period of time 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” means a temporary removal from the student’s regular classroom for at least half a school day while remaining under the direct supervision of school personnel is a temporary reassignment, usually for a~~

~~designated time period, to a specific suspension classroom or space within the student's school.~~

b. "Out-of-school suspension" means removal of the student from school grounds for disciplinary reasons, except:

- 1) If the student is served solely under a Section 504 plan, "out-of-school suspension" means excluding the student from school for disciplinary purposes for one day or longer; or
- 2) If the student is a student with disabilities under IDEA, "out-of-school suspension" means the temporary removal of the student from the student's regular school to another setting for disciplinary reasons.

[Utah Admin. Rules R277-100-2\(33\)](#)

c. "Short-term suspension" means an out-of-school suspension with exclusion of the student from the school, school grounds, and school activities and functions or a specific period of time that is equal to or less than 10 school days.

d. "Long-term suspension" means an out-of-school suspension with exclusion of the student from the school, school grounds, and school activities and functions for a specific period of time that is greater than 10 school days.

~~e. Suspension may be "short-term" (less than 10 days) or "long-term" (10 days or more).~~

20. ~~"Tobacco products" includes an electronic cigarette as that has been defined by state law ([Utah Code § 76-10-101](#)).~~

21. "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" is a pistol, revolver, shotgun, short barreled rifle or any device that could be used as a dangerous weapon from which a projectile is expelled by action of an explosive.

a. The following factors are used in determining whether an object other than a firearm is a dangerous weapon:

- 1) the location and circumstances in which the object was used or possessed;
- 2) the primary purpose for which the object was made;

- 3) the character of the wound, if any, produced by the object's unlawful or improper use;
 - 4) the manner in which the object was unlawfully or improperly used;
 - 5) whether the manner in which the object is used or possessed constitutes a potential imminent threat to public safety; and
 - 6) the lawful purposes for which the object may be used.
- b. Possession of a weapon ***by a student*** shall not violate this policy if possession is approved in writing by the responsible school administrator or if the item or material is present or to be used in connection with a lawful activity approved in writing by the responsible school administrator before the material in question is brought on school premises. (Persons under 21 years of age are not permitted to carry concealed firearms on school premises even if they have a permit or provisional permit to carry a concealed firearm.)

[Utah Code § 76-10-501\(6\), \(10\) \(2023\)](#)

[Utah Code § 76-10-505.5 \(2024\)](#)

22. "Unlawful conduct" means any student conduct that violates any local, state, or federal law or regulation, or violates any District or school policy, or violates the legal rights of another person, and includes, but is not limited to, the following:

- a. Harassment is the crime of harassment occurs when a student, with intent to frighten or harass another, communicates a written or recorded threat to commit a violent felony.

[Utah Code § 76-5-106 \(2022\)](#)

- b. Burglary means entering or unlawfully remaining in a building or any portion of a building with the intent to commit an additional crime.

[Utah Code § 76-6-202 \(2023\)](#)

- c. Theft means obtaining or exercising unauthorized control over the property of another with the purpose to deprive him or her thereof.

[Utah Code § 76-6-404 \(2023\)](#)

- d. Criminal mischief means recklessly or willfully shooting or propelling a missile or other object at or against a motor vehicle, bus, airplane, locomotive, train, railway car, or caboose, whether moving or standing, or intentionally and unlawfully tampering with the property of another so as to recklessly endanger human life, health, or safety or recklessly causes or threatens a substantial interruption or impairment of critical infrastructure.

[Utah Code § 76-6-106 \(2023\)](#)

- e. Assault means an attempt, with unlawful force or violence, to inflict bodily injury on an individual.

[Utah Code § 76-5-102 \(2022\)](#)

- f. Gang activity

[Utah Code § 76-9-801 to 804](#)

[Utah Code § 76-9-901 to 907](#)

~~g. Making a false alarm~~

- h. Willfully defaces or otherwise injures school property

[Utah Code § 53G-8-212 \(2021\)](#)

~~i. Sexual harassment~~

~~j. Frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including the use of foul, profane, vulgar, or abusive language.~~

~~k. Willful destruction or defacing of school property~~

~~l. 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.~~

~~m. 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.)~~
- ~~n. Bullying, harassment, cyberbullying, retaliation, and making false allegations of bullying, cyberbullying or retaliation as defined in Utah Code § 53G-6.~~
- ~~o. 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.~~
- ~~p. 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.~~
- ~~q. 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.~~
- ~~r. 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.~~
- ~~s. 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.~~
- ~~t. 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.~~

- ~~u. 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.~~
- ~~v. Engaging in, assisting, permitting, or otherwise being involved in hazing, as provided by the District's policy prohibiting hazing.~~
- ~~w. Engaging in conduct that contains the elements of the offense of arson or aggravated arson under the Utah Criminal Code.~~
- ~~x. Engaging in conduct that contains the elements of any felony.~~
- ~~y. Sexual Harassment (See Policy 3015 Title IX Sexual Harassment)~~
- ~~z. Frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including the use of foul, profane, vulgar, or abusive language.~~
- ~~aa. Willful destruction or defacing of school property~~
- ~~bb. 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.~~
- ~~cc. 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.)~~
- ~~dd. Bullying, harassment, cyberbullying, retaliation, and making false allegations of bullying, cyberbullying or retaliation as defined in Utah Code § 53G-6.~~
- ~~ee. 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.~~

- ~~ff. 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.~~
- ~~gg. 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.~~
- ~~hh. 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.~~
- ~~ii. 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.~~
- ~~jj. 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.~~
- ~~kk. 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.~~
- ~~ll. Engaging in, assisting, permitting, or otherwise being involved in hazing, as provided by the District's policy prohibiting hazing.~~
- ~~mm. Engaging in conduct that contains the elements of the offense of arson or aggravated arson under the Utah Criminal Code.~~
- ~~nn. Engaging in conduct that contains the elements of any felony.~~

~~oo. Sexual Harassment (See Policy 3015 Title IX Sexual Harassment)~~

~~pp. Gang-related activity~~

23. Disrupting the operation of a school occurs when a person, after being asked to leave by a school official, remains on school property for the purpose of encouraging or creating an unreasonable and substantial disruption or risk of disruption of a class, activity, program, or other function of the school.

[Utah Code § 76-9-106 \(1992\)](#)

24. Threat of Terrorism: A student commits a threat of terrorism if the student threatens to commit an offense involving bodily injury, death, or substantial property damage, and the student:
- a. Threatens to use a weapon of mass destruction or hoax weapon of mass destruction; or
 - b. The student acts with intent to:
 - 1) Influence or affect a government or unit of government or intimidate or coerce a civilian population; or
 - 2) Cause action of any nature by an official or volunteer agency organized to deal with emergencies due to the student's conduct posing a serious and substantial risk to the general public; or
 - 3) Prevent or interrupt the occupation of a building or a portion of a building, a place to which the public has access, or a facility or vehicle of public transportation operated by a common carrier.

[Utah Code § 76-5-107.3 \(2022\)](#)

G. Student Conduct Warranting Discipline

1. A student may be disciplined for the conduct described below. The type of discipline imposed will depend on the nature of the particular conduct. ~~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. Conduct Which May Warrant, But Does Not Require Suspension or Expulsion:
- a. A student may be disciplined for any of the following prohibited conduct when it occurs in a school building, or on or in proximity to school property; in conjunction with any school sponsored activity; in or on a school vehicle; is directed at or against another student or a District employee; or when it threatens harm or does harm to the school, school property, a person associated with the school, or property of a person associated with the school.
 - 1) Unlawful conduct, as that is defined above.
 - 2) Frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including the use of foul, profane, vulgar, or abusive language.
 - 3) Willful destruction or defacing of school property
 - 4) Behavior or threatened behavior which poses an immediate and significant threat to the welfare, safety, or morals of other students or school personnel, or to the operation of the school.
 - 5) Disruptive behavior, as that is defined above.
 - 6) Possession or use of pornographic material on school property that would constitute a misdemeanor offense under [Utah Code § 76-10-1235](#). (This includes accessing such material through the District computer network or by using any District-owned device.)

- 7) Bullying, abusive conduct, cyberbullying, retaliation, and making false allegations of bullying or retaliation. See [Policy 5270](#) and [Utah Code § 53G-6](#).
- 8) Use of an electronic device or camera to record sound or images or otherwise capture material in an unauthorized setting or at an unauthorized time shall subject the user of the device to increased discipline based on the circumstances and whether the student was involved in prior violations of this policy.
 - a) Use of any device or any electronic device or camera to threaten, intimidate or embarrass another or to capture and transmit test information or any other information in a manner constituting fraud, theft or academic dishonesty may result in an immediate suspension.
- 9) Use of any device in a manner which may be physically harmful to another person, such as shining a laser in the eyes of another student, may result in an immediate suspension. When a student repeatedly engages in such behavior, the punishment may be increased as is appropriate.
- 10) Selling, giving, delivering, transferring, possessing, controlling, or distributing an alcoholic beverage on or in proximity to school property or at or in proximity to any school sponsored event. See [Policy 5290](#).
- 11) Selling, giving, delivering, transferring, possessing, controlling, or distributing tobacco products on or in proximity to school property or at or in proximity to any school sponsored event. Students shall not smoke or use tobacco products on school property or at any school-related or school-sanctioned activity on or off school property.
- 12) "Tobacco products" includes an electronic cigarette or electronic cigarette product as that has been defined by state law ([Utah Code § 76-10-101](#)). See [Policy 5290](#), [Policy 5291](#), and [Policy 5294](#).
 - a) Teachers or authorized school employees shall confiscate electronic cigarette products from school-age students on school property consistent with the District or school policy for identifying illegal substances in the possession of students and confiscating those substances.
 - b) Teachers who confiscate electronic cigarette products shall release the products to a school administrator in a timely manner.

- c) Administrators shall release confiscated electronic cigarette products to local law enforcement in a timely manner consistent with the law.
- b. Being under the influence of an alcoholic beverage or controlled substance on or in proximity to school property or at or in proximity to any school-sponsored event. See [Policy 5270](#).
- c. Engaging in, assisting, permitting, or otherwise being involved in hazing, as provided by the District's policy prohibiting hazing. See [Policy 5270](#).

[Utah Code § 53G-8-205\(1\) \(2024\)](#)

[Utah Code § 53G-8-602 \(2018\)](#)

[Utah Code § 53G-8-209 \(2020\)](#)

- d. Engaging in conduct that contains the elements of the offense of arson or aggravated arson under the Utah Criminal Code.

[Utah Code § 76-6-102 \(2023\)](#)

[Utah Code § 76-6-103 \(2023\)](#)

- e. Engaging in conduct that contains the elements of any felony.
 - f. Sexual Harassment (See [Policy 3015 Title IX Sexual Harassment](#))
 - g. Gang-related activity as defined in the policy means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or have engaged in a pattern of criminal gang activity. Gang-related activity includes but is not limited to:
 - 1) Wearing, possessing, using or distributing, displaying or selling and 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.
3. ~~Student~~ Conduct requiring suspension or expulsion

- a. A student shall be suspended or expelled from school for participation in any serious violation affecting another student or staff member, or any serious violation when it occurs in a school building, in or on school property; or in conjunction with any school sponsored activity including: ~~for any of the offenses described in [Utah Code 53G-8-205\(2\)](#).~~
 - 1) The sale, control, delivery, transfer or distribution of a drug or controlled substance, as defined in [Utah Code § 58-37-2](#), an imitation controlled substance, as defined in [Utah Code § 58-37b-2](#), or drug paraphernalia as defined in [Utah Code § 58-37a-3](#) (See [Policy 5290](#)); or
 - 2) The actual use of violence or sexual misconduct; or
 - 3) The actual or threatened use of a look-alike weapon with intent to intimidate another person or to disrupt normal school activities; or
 - 4) Commission of an act involving the use of force or the threatened use of force which if committed by an adult would be a felony or class A misdemeanor; or
 - 5) Making a false report of an emergency at a school under
[Utah Code § 76-9-202](#)
[Utah Code § 53G-8-205\(2\)\(a\) \(2024\)](#)
[Utah Code § 76-5-102 \(2022\)](#)
[Utah Code § 76-5-102.3 \(2022\)](#)
[Utah Code § 76-9-202 \(2024\)](#)
4. ~~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.~~
5. Conduct which requires 1-year expulsion
 - a. A student shall be expelled from school for not less than one year, subject to the 45-day review process for mandatory year expulsions set forth below, if the student engages in conduct which requires suspension expulsion (as set out

above) and the conduct involves a real or look-alike weapon, explosive, or flammable material.

[Utah Code § 53G-8-205\(2\)\(b\) \(2024\)](#)

6. Discipline Rules for Students with Disabilities

- a. Federal and state laws impose particular requirements regarding discipline of students identified as having a disability or when the school has sufficient notice of a disability. Discipline of such students must comport with the requirements set forth in [Policy 5006](#) and [Utah Special Education Rules](#) for students with disabilities.
- ~~b. Discipline of students with disabilities shall be in compliance with [Policy 5006 Safe Schools – Discipline of Student with Disabilities and Utah Special Education Rules](#).~~

H. Possible Remedial measures and Disciplinary Sanctions for disciplined students

1. Remedial Measures

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

- d. **Home-based instruction: Instruction at home, provided that combined days of suspension and assignment to home-based instruction shall not exceed ten (10) school days in a trimester.**
- e. Peer Court (for 6th-12th graders)
 - 1) Box Elder School District operates a Peer Court under the Utah Youth Court Diversion Act as a diversion program for students that have been identified by school administrators as having committed acts which indicated a need for an intervention.
 - 2) Referrals for Peer Court
 - a) The determination of whether a Peer Court referral is warranted shall be made by the school administrator in consultation.
 - b) Students may be referred to Peer Court as an appropriate behavior response for Class C type misdemeanors including disorderly conduct, petty theft, trespassing, possession/use of illegal substances, vaping
 - 3) Procedures for Peer Court
 - a) The Director of Student Services or designee along with community Police Departments is responsible for facilitating routine Peer Court meetings.
 - b) The Peer Court Facilitator shall conduct regular meetings at the routinely appointed time and place.
 - c) The cost to the student referred to Peer Court is \$25
 - 4) Determinations from Peer Court
 - a) Box Elder School District does not make a determination of whether or not a student engaged in particular conduct, instead participation in peer court presumes the student engaged in conduct and the peer court provides a solution and encourages restorative practices.

<https://www.utahyouthcourts.com/>

- f. Voluntary ~~or involuntary~~ transfer to another school, campus, community based alternative school or other special program within the District, subject to the admission criteria of such alternative programs.
- g. Withholding grade reports, diplomas and transcripts. If the District determines that school or District property has been lost or willfully cut, defaced or otherwise injured by a student, the District may withhold the issuance of official written grade 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.
 - 1) If the student and the student's parents are unable to pay for the damages or if it is determined by the school in consultation with the student's parents that the student's interests would not be served if the parents were to pay for the damages, then the District shall provide a program of voluntary work for the student ~~may complete~~ in lieu of the payment. ~~In that case, the school shall release the official grade report, diploma, or transcript of the student upon completion of the work.~~
 - 2) ~~If the Department of Human Services or a licensed child-placing agency has been granted custody of the student, that student's records, if requested by the Department or agency, may not be withheld from the Department or agency for non-payment of damages under this section.~~
 - 3) ~~No penalty may be assessed for damages which may be reasonably attributed to normal wear and tear.~~

[Utah Code § 53G-8-212 \(2021\)](#)

2. ~~Disciplinary Sanctions~~

- a. ~~Detention: Students in grades kindergarten through six may be detained in school after regular school hours in the event the responsible school administrator determines that such action is justified in disciplining the student. No student may be detained after regular school hours until his or her parent has received prior notice of the detention to take place on a particular school day.~~
 - 1) ~~The notice provided for under this policy need not be completed prior to detention of the student if detention is necessary for the student's health or safety. [Policy 5285 Detention of Students After School Hours](#)~~
- b. ~~Suspension (in-school or out-of-school)~~

c. Involuntary transfer to another school, campus, community-based alternative school or other special program within the District.

3. ~~Detaining students. See District Policy 5285 Detention of Students After School Hours.~~
4. ~~Out of school suspension~~
5. ~~Peer Court (for 6th-12th graders)~~
6. ~~Expulsion~~
7. ~~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.~~

I. Authority to Impose Discipline and Due Process

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

[Utah Code § 53G-8-206 \(2019\)](#)

4. ~~A school principal or assistant principal may suspend a student for a maximum of ten days.~~
5. ~~The Superintendent or designee may suspend a student for up to one school year.~~
6. ~~The Board of Education may suspend a student for up to one school year or expel a student for a fixed or indefinite period of time.~~

J. Procedures for Imposing Discipline

1. Remedial measures or disciplinary sanctions may be imposed on a student only after it has been determined, following appropriate due process, that the student has committed a violation. The nature of the due process required depends in part on the magnitude of the penalty to be imposed. **When a student is accused of sexual harassment, the procedure set out in [Policy 5275](#) and [Policy 3015](#) shall be followed in place of the procedure in this policy.**

a. Short-term Out-of-School Suspension

1) Informal due process hearing

- a) **A school principal may suspend a student from school for up to ten (10) school days for a violation.** Prior to imposing a suspension, the school principal or assistant principal shall meet with the student to discuss the incident(s) and to provide the student an opportunity to respond.
- b) The principal or assistant principal shall then determine whether a violation has occurred and whether suspension or other discipline is appropriate.
- c) **In appropriate cases, the principal shall consider and offer the student alternatives to out-of-school suspension, including in-school suspension and parental attendance with the student (where appropriate consent from teachers is obtained). (See [Policy 6012 Parent Classroom Observation](#))**

2) Short-term out-of-school suspension pending due process hearing

- a) If the school principal or assistant principal makes an initial determination that the violation warrants long-term suspension or expulsion, the school principal may recommend those sanctions and may impose a short-term suspension pending a **hearing on whether those sanctions should be imposed ~~meeting with the Superintendent or designee.~~**

b. Departure from school grounds

- 1) A suspended student shall immediately leave the school building and grounds following a determination by the school of the best way to transfer custody of the student to the parent or other person authorized by the parent or applicable law to accept custody of the student.

[Utah Code § 53G-8-206\(5\)\(a\) \(2019\)](#)

- c. Notice of short-term out-of-school suspension
- d. A suspended student and parent shall be notified:
 - 1) If a short-term suspension is imposed, the principal or assistant principal shall immediately provide notice to the student's parent. Notice shall, if possible, be given by telephone. If reasonable efforts to contact the parent by telephone are unsuccessful, then written notice shall be sent to the parent. The notice, whether verbal or written, shall include the following:
 - a) That the student has been suspended from school ~~Of the suspension~~,
 - b) The reason for the suspension,
 - c) The period of time for which the student is suspended ~~from school~~, and
 - d) The ~~date~~, time and place ~~for the parent and student is~~ to meet with ~~the principal or assistant principal a designated school official~~ to review the suspension.
 - i. This meeting shall be scheduled to occur as soon as is practicable, but in all cases prior to the end of the tenth day of the suspension.
- e. Notice of recommended expulsion or long-term suspension. If the principal or assistant principal has recommended that the superintendent expel the student or suspend the student from school for a period longer than ten days, that fact shall be included in the notice to the parent or guardian.
- f. Meeting to review out-of-school suspension
 - 1) At this meeting, the principal or assistant principal shall review with the parent and student the charges and evidence against the student, and shall provide the student and parent with an opportunity to respond.
 - 2) During this meeting, the principal or assistant principal may determine whether the suspension previously imposed should be maintained, whether to adopt an alternative remedial measure, or whether the suspension should be

terminated. The principal or assistant principal should also discuss with the parent a plan to avoid recurrence of the problem.

[Utah Code § 53G-8-206\(5\)\(b\), \(c\) \(2019\)](#)

2. Long-term Suspension or Expulsion

a. Due process hearing

- 1) If the principal or assistant principal recommends long-term suspension or expulsion, the administrator shall notify the Superintendent or designee of that recommendation.
- 2) ~~If the parent objects to the discipline,~~ The Superintendent or designee shall ~~then~~ schedule a hearing to be held with the student's parent, the student, and the Superintendent or designee.
- 3) The hearing shall be scheduled to take place prior to the tenth day of the student's suspension where possible.

b. Notice of Hearing

- 1) The Superintendent or designee shall provide written notice of the date, time, and place of the hearing to the student and student's parent so as to afford a reasonable opportunity for preparation.
 - a) The notice shall include a statement of the charges against the student, that a recommendation has been made for suspension for more than 10 days or for expulsion and the period of time for which suspension or expulsion has been recommended.
 - b) The statement of the allegations against the student shall include the nature of the evidence and the names of any witnesses whose testimony may be used against the student unless confidentiality is required due to the necessity to protect student witnesses.

Wagner v. Ft. Wayne Community Schools, 255 F. Supp. 2d 915 (N.D. Ind. 2003)

3. Hearing Procedures

- a. The Superintendent or designee shall preside at and conduct the hearing **at the appointed time and place.**
- b. The District and the student may each be represented by a person of their choice.
- c. Each party may present testimony of witnesses or other evidence, may cross-examine witnesses and may make legal arguments relevant to the issues. **However, the District may present hearsay evidence if confidentiality is required due to the necessity to protect witnesses.**

Wagner v. Ft. Wayne Community Schools, 255 F. Supp. 2d 915 (N.D. Ind. 2003)

- ~~d. Hearsay testimony is permitted. It shall not be the sole basis for a determination of long-term suspension or expulsion.~~
- e. **Decision**
 - 1) At the conclusion of the hearing, the Superintendent or designee shall make a final determination of the matter **and shall state his or her determination to those attending the hearing.**
 - 2) The determination shall **then** be **placed** in writing and mailed to the parent **within 10 days of completion of the hearing.**
 - 3) Upon a finding that the student has engaged in conduct warranting discipline, the Superintendent or designee may determine what discipline or remedial measures are appropriate for the conduct.
 - 4) If the Superintendent or designee determines that the appropriate sanction is expulsion, that sanction must be authorized by the Board of Education.
 - 5) Other than expulsion, the Superintendent or designee may impose any of the available remedial measures or sanctions determined to be appropriate **and consistent with the evidence.**
 - 6) **Discipline:** In determining the appropriate sanction, the Superintendent or designee shall consider whether alternatives to suspension are appropriate or available, **including:**

~~f.—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.~~

~~g.—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~~

~~h.—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.~~

[Utah Code § 53G-8-206 \(2019\)](#)

[Utah Code § 53G-8-207 \(2019\)](#)

i. Appeals

- 1) A student or parent on behalf of a student may appeal the determination of the Superintendent or designee to the Board of Education by filing a written notice of appeal with the Superintendent or designee within 10 days of the date the decision of the Superintendent or designee is mailed to the student. No further hearing will be held.
- 2) The Board shall review the evidence submitted to the Superintendent or designee and the written determination of the Superintendent or designee.
- 3) The Board may affirm the Superintendent or designee decision or modify the Superintendent or designee decision.
- 4) The Board's written decision shall be issued within 30 days of receipt of the student's written notice of appeal.

j. **Board evaluation of expulsion recommendation**

- 1) If the Superintendent or designee recommends expulsion for an indefinite or definite period of time, then the Superintendent or designee will transmit that recommendation to the Board of Education along with the record of evidence submitted to the Superintendent ~~or designee~~.
- 2) The Board may review the recommendation based on this record or may, at its sole discretion, accept further evidence.
- 3) Following its review, the Board may accept, modify, or reject the recommendation, or impose other disciplinary sanctions. ~~The Board's~~ This decision is ~~the~~ final ~~administrative decision~~.

[Utah Code § 53G-8-206\(3\) \(2019\)](#)

k. **45-day review of mandatory one-year expulsions**

- 1) ~~Where a student has been expelled for one year because of a violation involving a weapon, explosive, or flammable material, a hearing shall be held within 45 school days of the imposition of the expulsion. 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 or designee, 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, **including conditions or restrictions required as part of a student reintegration plan**;
 - b) Whether the student should be placed on probation in a regular or alternative school setting, and if so, what conditions must be met by the student to assure the safety of students and staff at the school where the student is placed; and
 - c) If it would be in the best interest of both the School District and the student to modify the expulsion term to less than a year, giving highest priority to providing a safe school environment for all students.
 - d) If the Superintendent or designee determines that the student should return to school prior to the expiration of the one-year expulsion term

conditioned on compliance with the conditions established by the Superintendent or designee, then the Superintendent or designee shall submit that recommendation to the Board of Education. If the Board of Education approves the return, the student may return to school pursuant to the conditions established.

[Utah Code § 53G-8-205\(2\)\(b\) \(2024\)](#)

I. Denial of admission and reporting

- 1) A student may be denied admission to a public school on the basis of having been expelled from that or any other school during the preceding 12 months.

[Utah Code § 53G-8-205\(3\) \(2024\)](#)

K. Evidence in Student Hearings

1. All student disciplinary hearings shall be conducted by the Board or its designee in an executive session.
2. All evidence presented in such hearings shall constitute student educational records and shall be treated as “confidential”.
3. The District hereby designates all student records as “protected” under the Government Records Access Management Act. The names of students giving statements used in a student hearing involving other students may be protected and redacted where necessary to protect the students from threats of harm or interference with the educational process.

L. Notification of Offense on School Property

- a. Whenever a minor ~~is found in possession of a dangerous weapon~~ commits an offense on school grounds when school is in session or at a school sponsored activity and that information is reported to or known by a school employee, the school employee shall notify the principal. After receiving such a notification, the principal shall notify appropriate law enforcement personnel as well as school and District personnel who the principal determines should be informed.

[Utah Code § 53G-8-510 \(2024\)](#)

M. Sexual Crimes or Serious Offenses by Students

1. For purposes of this section: “serious offense” means any of the following:
 - a. a violent felony as defined in [Utah Code § 76-3-203.5](#), or
 - b. an offense that is a violation of [Utah Code Title 76, Chapter 6, Part 4](#), theft and the property stolen is a firearm; or
 - c. an offense that is a violation of [Utah Code Title 76, Chapter 10, Part 5](#), Weapons
2. “Sexual crime” or “sexual misconduct” means any conduct described in:
 - a. [Utah Code Title 76, Chapter 5, Part 4, Sexual Offenses](#), or
 - b. [Utah Code Title 76, Chapter 5b, Sexual Exploitation Act](#), or
 - c. [Utah Code § 76-7-102](#), incest, or
 - d. [Utah Code § 76-9-702](#), lewdness, or
 - e. [Utah Code § 76-9-702.1](#), sexual battery.

[Utah Code § 53G-8-201 \(2024\)](#)

[Utah Code § 80-6-103\(1\)\(d\) \(2024\)](#)

3. When a student commits a serious or sexual crime or sexual misconduct on school property, the impact of that misconduct on the school or school facility where the misconduct occurred shall be considered in determining both the discipline to be imposed and the conditions for the student to return to school.
 - a. Where the misconduct was directed at another student or a school employee, the student may not return to a school where the victim attends or works.
 - 1) In which circumstance, the parent will be responsible for transportation to and from school.

[Utah Code § 53G-8-203\(4\)\(b\)\(ii\) \(2024\)](#)

[Utah Code § 53G-8-213\(5\) \(2024\)](#)

4. When a student commits a serious offense or sexual crime or sexual misconduct in connection with engaging in hazing, the discipline shall include loss of membership in or participation with the related team, organization, program, club, or event and unless a specific substantial justification is established otherwise shall also result in the student being permanently ineligible to participate in any extracurricular activity or association in the District.

[Utah Code § 53G-8-203\(4\)\(b\)\(i\) \(2024\)](#)

5. When a student is suspended or expelled from school because the student has committed a serious offense or sexual crime or sexual misconduct, or when a juvenile court or law enforcement agency provides notice as addressed in [Policy 5380](#), a student reintegration plan shall be established for the student's return to school as provided for in [Policy 5380](#).

[Utah Code § 53G-8-203\(4\)\(b\) \(2024\)](#)

[Utah Code § 53G-8-213 \(2024\)](#)

N. Education of Students Subject to Discipline

1. The educational services that will be provided to students subject to discipline will depend upon the nature of the discipline.
 - a. Students subject to remedial measures such as a remedial discipline plan, class attendance with a parent, or in-school suspension will continue to receive educational services from the District according to the remedial measure. A student transferred to another school or program within the District will receive educational services through that school or program.
 - b. Parent and District responsibilities
 - 1) If a student is expelled or suspended for more than 10 days, it is the responsibility of the student's parent to undertake an alternative education plan which will ensure that the student's education continues during the period of the suspension or expulsion.
 - 2) The parent shall work with designated school officials to determine how that responsibility might best be met through private education, alternative programs offered by the District, or other alternatives which will reasonably meet the student's educational needs.

- 3) Costs for educational services not provided by the District are the responsibility of the student's parent.

[Utah Code § 53G-8-208 \(2020\)](#)

c. **Review of student progress**

- 1) The District shall contact the parent of each suspended or expelled student under the age of 16 at least once per month to determine the student's progress.

[Utah Code § 53G-8-208\(4\)\(b\) \(2020\)](#)

d. **Record of disciplined students**

- 1) The District shall maintain a record of all suspended or expelled students and a notation of the recorded suspension or expulsion shall be attached to the student's transcript.

[Utah Code § 53G-8-208\(4\)\(a\) \(2020\)](#)

O. **Readmission of Suspended or Expelled Students**

1. **Suspended students**

- a. A suspended student may not be readmitted to a public school until the student and the student's parent or guardian have met with a designated school official to review the suspension and have agreed with the school official upon a plan to avoid recurrence of the violation resulting in suspension.
- b. At the discretion of the principal, the student may be readmitted if the student and the student's parent have agreed to participate in such a meeting.
- c. However, a suspension may not extend beyond ten (10) days unless the student and the student's parents have been given a reasonable opportunity to meet with a designated school official to respond to the allegations and proposed disciplinary action.

2. **Expelled students**

- a. The superintendent or his or her designee shall review the expulsion sanction of each expelled student at least once per year and shall report the conclusions of such review to the Board of Education.
- b. The superintendent or his or her designee may make recommendations regarding whether such sanction should be modified or removed, and what conditions, if any, should be imposed on the student's readmission.
- c. If the Board has expelled a student for a set period of time and has not otherwise specified, at the expiration of that expulsion term a student may enroll at his or her area school on the same terms as a new student.

P. Information Regarding SafeUT Crisis Line

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

[Utah Code § 53B-17-1202\(1\) \(20192024\)](#)
[Utah Code § 53B-17-1204\(43\) \(20192024\)](#)

Q. Response to SafeUT Crisis Line Reports

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

[Utah Code § 53G-8-203\(1\)\(i\) \(2024\)](#)

R. ~~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.~~

S. ~~Collection and Reporting of Incident Data~~

1. ~~School personnel shall collect data with regard to incidents which occur on school grounds while school is in session or during a school-sponsored activity and which involve~~
 - a. ~~suspension or expulsion of a student, or~~
 - b. ~~arrest of a minor or~~
 - c. ~~"other law enforcement activities" (defined below).~~

2. ~~For this reporting requirement, “other law enforcement activities” means a significant law enforcement interaction with a minor that does not result in an arrest, including~~
 - a. ~~a search and seizure by an SRO;~~
 - b. ~~issuance of a criminal citation;~~
 - c. ~~issuance of a ticket or summons;~~
 - d. ~~filing a delinquency petition, or~~
 - e. ~~referral to a probation officer.~~
3. ~~The report of the incident shall also include information on the student or minor’s age, grade level, race, sex, and disability status. If applicable, the report shall also include the demographics of a person who is subject to bullying, hazing, cyber-bullying, or retaliation. To collect the data, school personnel shall use the form established by the State Superintendent in consultation with law enforcement agencies.~~
4. ~~The District shall report the data to the State Superintendent in a timely manner as required by the State Superintendent. The District shall report the data compiled for each school year to the State Superintendent on or before September 1 of the year in which the school year ended.~~

~~Utah Code § 53E-3-516 (2022)~~

~~Utah Admin. Rules R277-912-2 (September 24, 2020)~~

NOTICE OF SHORT-TERM SUSPENSION

We have attempted to contact you concerning the short-term suspension of your child. _____ (student name) has been suspended from school for _____ (reason). The dates of suspension have been set as _____ to _____.

A meeting has been scheduled to review the suspension with _____ (principal's name) on _____ (date) at _____ (time) at _____ (place). Please plan to attend this meeting along with your child. If you are unable to attend at this time, please contact _____ to reschedule. This meeting must be held prior to the end of the suspension term in order for your child to return to school.

[In case of expulsion or long-term suspension add:]

It has been recommended to the Superintendent that your child be (expelled or suspended longer than ten days). You will be contacted when a decision has been made. A meeting will then be scheduled with the Superintendent.

Thank you,

Principal or assistant principal

SCHOOL SUSPENSION/EXPULSION RECOMMENDATION FORM

Student Information:

Student Name: _____

Grade Level: _____

Date of Incident: _____

Incident Details:

Description of Misconduct (Attach additional documentation if needed):

Previous Disciplinary Actions Taken (Check all that apply):

- Verbal Warning
- Parent Conference
- In-School Suspension
- Short-term Suspension (under 10 days)
- Behavioral Contract
- Other (specify): _____

Recommendation:

- Long-Term Suspension (more than 10 days)
- Expulsion

Justification for Recommendation:

Policy 5005
Amended
November 13, 2024
First Reading
February 12, 2025
Second Reading
March 12, 2025

Principal's Signature

Date

POLICY 5009

Admissions and Attendance: Kindergarten

- A. The Board of Education provides kindergarten classes free of charge for kindergarten children residing within the District.

[Utah Code § 53G-7-203\(2\)\(a\) \(2024\)](#)

- B. Half-Day Kindergarten

1. For the students of each parent who requests half-day kindergarten, the District will provide a full-curriculum half-day kindergarten option for students which meets the standards for half-day kindergarten established by the State Board of Education. A half-day kindergarten student who is enrolled in a class that includes full-day kindergarten students will receive instruction that at least meets the minimum standards for half-day kindergarten established by the State Board of Education.

[Utah Code § 53G-7-203\(2\)\(b\)\(i\), \(vi\) \(2024\)](#)

2. When a parent requests kindergarten registration for a student, the parent shall be provided the option to register for a designated full-curriculum half-day kindergarten. The parent shall also be informed of this registration option through email, posters, or other announcements. Parents shall also be informed regarding the additional educational resources and opportunities available to parents who select the half-day kindergarten option.

[Utah Code § 53G-7-203\(2\)\(b\)\(ii\), \(v\) \(2024\)](#)

3. When enrollment of half-day kindergarten students at an individual school or a regional school exceeds 18 students, a dedicated half-day kindergarten class shall be designated and the school shall be designated as a half-day kindergarten provider for the improvement of recruiting teachers that prefer half-day teaching.

[Utah Code § 53G-7-203\(2\)\(b\)\(iii\), \(iv\) \(2024\)](#)

POLICY 5010

Admissions Eligibility Requirements

A. Minimum Age

1. Except as provided for in [Policy 5011 Admissions and Attendance of Military Children](#), the District may enroll children in school who are at least five years old before September 2 of the year in which admission is sought.

[Utah Code § 53G-4-402\(8\) \(2024\)](#)

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

1. The district of residence of a minor child whose custodial parent resides in Utah is:
 - a. The school district in which the custodial parent resides; or
 - b. The District in which the child resides;
 - 1) While in the custody or under the supervision of a Utah state agency, local mental health authority, or substance abuse authority;
 - 2) While under the supervision of a private or public agency authorized to provide child placement services by the state of Utah;
 - 3) If the child is married or has been determined to be an emancipated minor by a court of law or authorized administrative agency;
 - 4) The child resides in the District while living with a responsible adult resident of the District who has been designated as the child's custodian through a durable power of attorney as provided for in this policy and the District has been determined to be the child's district of residency as provided for in "Alternative District of Residency" below; or
 - 5) The child is receiving services from a health care facility or human services program (as defined by [Utah Code § 26B-2-201](#) and [Utah Code § 26B-2-101](#)) and the District has been determined to be the child's district of residency as provided for in "Alternative District of Residency" below.

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

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

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

C. Alternative District of Residency

1. Procedure

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

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

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

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

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

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

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

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

2. Requirements

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

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

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

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

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

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

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

D. Students Attending a Private Human Services Program

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

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

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

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

[Utah Code § 26B-2-131 \(2023\)](#)

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

- 3) The person with whom the child resides in the District has been given authority in a durable power of attorney, as specified below, which the District agreed in its sole discretion to accept; and
- 4) One of the following two sets of circumstances exists:
 - a) The child lives with a responsible adult who resides in the District and is the student's non-custodial parent, grandparent, brother, sister, uncle or aunt and the child's presence in the District is not for the primary purpose of attending the public schools; or
 - b) The child's parent has moved from the state, and the child resides with a responsible adult who resides in the District, and the child's attendance in the school will not be detrimental to the school or to the District.

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

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

F. Durable Power of Attorney

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

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

[Utah Code § 75-5-103 \(2018\)](#)

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

G. Guardianship for Residency Purposes

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

- b. The affiant consents and submits to the jurisdiction of the state district court in which the school district is located in any action relating to the guardianship or custody of the child in question;
 - c. The affiant will accept responsibilities of guardianship to provide adequate supervision, discipline, food, shelter, educational and emotional support, medical care and pay all school fees; and
 - d. The affiant accepts the parent or prior guardian's appointment of agency.
3. Forms for the affidavits of the parent and the responsible adult are provided below. If the child's custodial parent cannot be found in order to execute the statement required under subsection (6), then the responsible adult resident must submit a signed affidavit to that effect to the District. A form for this affidavit is provided below. The District shall also submit a copy of the affidavit to the Criminal Investigations and Technical Services Division of the Department of Public Safety.
4. The student who lives with the responsible adult must submit a signed affidavit stating that:
 - a. The student desires to become a permanent resident of the State of Utah and reside in the District with and be responsible to the named responsible adult; and
 - b. The child will abide by rules and policies of the district and schools.
5. A form for this affidavit is provided below. The District may require the responsible adult to also submit any other relevant documents that it reasonably believes to be necessary to substantiate any claim made in connection with the application.
6. Upon receipt of the required information and documentation, and a determination by the board that the information is accurate, that the requirements have been met, and that the interests of the child would best be served by granting the guardianship, the Board or its authorized representative may designate the applicant as guardian of the child by issuing a designation of guardianship letter to the applicant.
7. The District shall deliver the original documents filed with the District, together with a copy of the designation of guardianship issued by the District, in person or by any form of mail requiring a signed receipt, to the clerk of the state district court in which the District is located.
8. Intentional submission to the District of fraudulent or misleading information under this policy is punishable under [Utah Code § 76-8-504](#).

9. If the District has reason to believe that a party has intentionally submitted false or misleading information under this part, it may, after notice and opportunity for the party to respond to the allegation:
 - a. void any guardianship, authorization, or action which was based upon the false or misleading information; and
 - b. recover, from the party submitting the information, the full cost of any benefits received by the child on the basis of the false or misleading information, including tuition, fees (as defined in [Policy 5230](#)), and other unpaid school charges, together with any related costs of recovery.

[Utah Code § 53G-6-303 \(2024\)](#)

H. Appeal of Guardianship Denial

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

[Utah Code § 53G-6-303 \(2024\)](#)

I. Termination of Guardianship

1. A guardianship designation issued by the District may be terminated, and the authority and responsibility of the prior custodial parent may be restored, upon submission to the District of:
 - a. a signed affidavit by the person who consented to the guardianship which requests termination of the guardianship, or
 - b. a signed written request by the designated guardian requesting termination of the guardianship.
2. If the District determines that it would not be in the best interests of the child to terminate the guardianship, the District may refer the request for termination to the Utah district court where the original guardianship documents were submitted.
3. If the District determines, after giving notice and an opportunity to respond, that an individual has intentionally submitted false or misleading information to the District in connection with a guardianship designation, the District may

- a. void any guardianship, authorization, or action which was based on the false or misleading information, and
 - b. recover from the person submitting the false or misleading information the full cost of any benefits received by the child based on the false or misleading information, including tuition, fees (as defined in [Policy 5230](#)), and other unpaid school charges, along with any related costs of recovery.
4. A student whose guardianship or enrollment has been terminated may, upon payment of all applicable tuition and fees, continue in enrollment until the end of the school year unless excluded from attendance for cause.

[Utah Code § 53G-6-303 \(2024\)](#)

J. Tuition

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

[Utah Code § 53G-6-306\(3\) \(2023\)](#)

K. Tuition for Education Outside of the District

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

[Utah Code § 53G-6-305 \(2019\)](#)

L. Eligibility and Admissions Requirements

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

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

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

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

M. "Open Enrollment" for Utah Resident Students

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

- 2) for admission for the current year to a school that is not the student's school of residence.
- d. "Nonresident student" means a student who lives outside the boundaries of the school attendance area.
- e. "Open enrollment threshold" means the school enrollment levels (for early enrollment or late enrollment) determined under [Utah Code § 53G-6-401](#) and regulations established by the Utah State Board of Education.
- f. "School of residence" means the school that a student is assigned to attend based on the student's place of residence.
- g. "School attendance area" means an area established by the Board of Education from which students are assigned to attend a certain school.

[Utah Code § 53G-6-401 \(2019\)](#)

[Utah Code § 53G-6-402\(4\)\(b\) \(2024\)](#)

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

7. To be considered as an “early enrollment” application, the student’s parent must submit the application from August 1 to November 1 if there is a district wide grade reconfiguration the following school year or from December 1 through the third Friday in February prior to the school year of application for initial enrollment to begin the following school year in the District. Applications which are submitted for the current school year or after the third Friday in February for the following school year will be considered as “late enrollment” applications.

[Utah Code § 53G-6-401 \(2019\)](#)

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

[Utah Code § 53G-6-402\(5\) \(2023\)](#)

N. Open Enrollment Applications Following Boundary Changes

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

[Utah Code § 53G-6-402\(4\)\(b\)\(v\) \(2024\)](#)

[Utah Code § 53G-4-402\(24\)\(f\)\(ii\) \(2024\)](#)

O. Notice of Acceptance or Rejection of Application

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

[Utah Code § 53G-6-402\(4\)\(b\)\(v\), \(vi\) \(2023\)](#)

P. Denial of Enrollment Appeal

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

[Utah Code § 53G-6-404 \(2019\)](#)

Q. Standards for Application

1. Acceptance or rejection of an application shall be determined on an individual basis. Standards applied to each application include at least the following:
2. No nonresident student shall be allowed to voluntarily enroll in programs within the District unless, on a case by case basis, the District determines that there is capacity for additional students in the program for which the nonresident student applies, and that there is adequate space, facilities, and teacher availability in the class, grade level and school building for which the student applied. For secondary schools, the District may also consider the capacity of a comprehensive program in determining to accept or reject an application.
3. The District shall give priority to a student who is a child of a military servicemember (as defined in [Utah Code § 53B-8-102](#)).
4. The District shall maintain heterogeneous student populations if necessary to avoid violation of constitutional or statutory rights of students.
5. The District shall not be required to provide any program that it has not previously provided to its own students. If the District does not offer a program that the student requires, that fact shall be considered in reviewing the student's application.
6. The District shall consider the willingness of prospective students to comply with District policies.
7. The District shall consider whether an applicant's brother or sister is attending the requested school or another school in the District.
8. The District may give preference to applicants from students residing within the District over applications from students who do not reside within the District.

9. The District may consider whether the requested transfer is needed for the student's health or safety.
10. The District may reject an application for transfer for the current school year when the student has already transferred to another school for the current school year under open enrollment (whether that was effective at the beginning of the school year or during the school year).
11. Standards may not include previous academic achievement, athletic or other extra-curricular ability, the fact that the student requires special education services for which space is available, previous disciplinary proceedings, except that the District may deny applications from students who have committed serious infractions of the law or school rules, including rules of the District which may not have been rules of the student's prior district where the conduct occurred. The District may deny applications from students who have been guilty of chronic misbehavior which would, if continued, endanger persons or property, cause serious disruptions in the school, or place unreasonable burdens on school staff.
12. The Board may, in its discretion, allow provisional enrollment of students with prior behavior problems. In such cases the Board will, on a case-by-case basis, establish conditions under which enrollment of the nonresident student would be permitted. The Board may also impose such conditions on a nonresident student previously enrolled in the District, under which the nonresident student's enrollment would be continued.

[Utah Code § 53G-6-402\(1\) \(2023\)](#)

[Utah Code § 53G-6-403 \(2019\)](#)

R. Posting of School Enrollment Information

1. For each school, the District shall post the following information on the District website:
 - a. The school's maximum capacity;
 - b. The school's adjusted capacity;
 - c. The school's projected enrollment used in calculating the open enrollment threshold;
 - d. The school's actual enrollment on October 1, January 2, and April 1;

- e. The number of nonresident student enrollment applications for the school;
- f. The number of nonresident student enrollment applications accepted; and
- g. The number of resident students transferring to another school.

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

S. Participation in Interscholastic Competition

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

T. Termination of Enrollment

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

and may thereafter attend the middle school, junior high school, or high school into which the nonresident school feeds, until graduation.

[Utah Code § 53G-6-402\(6\), \(11\) \(2024\)](#)

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

[Utah Code § 53G-6-402\(7\) \(2024\)](#)

U. Transportation

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

[Utah Code § 53G-6-407 \(2019\)](#)

V. Withdrawal of Enrollment

1. Except as set forth below for charter school students, the parent of a nonresident student may withdraw the student from the nonresident school by doing one of the following:
 - a. Submitting notice of intent to enroll the student in the student's school of residence for the subsequent year.
 - b. Submitting notice of intent to enroll the student in another nonresident school for the subsequent school year.
2. Unless provisions have previously been made for enrollment in another school, if the District releases a nonresident student from enrollment in the District, the District superintendent shall immediately notify the student's district of residence.

3. If the District receives notice from another district that a student residing in the District, but who has been enrolled in the other district, is released from enrollment with that district, the District shall enroll the student in the appropriate District school and take such additional steps as may be necessary to ensure compliance with laws governing school attendance.

[Utah Code § 53G-6-402\(8\), \(9\) \(2024\)](#)

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

[Utah Code § 53G-6-306\(2\), \(3\) \(2023\)](#)

W. Returning Charter School Students

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

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

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

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

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

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

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

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

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

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

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

X. Exception to Open Enrollment Requirements for DCFS Cases

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

[Utah Code § 53G-6-402\(12\) \(2024\)](#)

Y. Transfer from a Persistently Dangerous School

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

[20 U.S.C. § 7912](#)

[20 U.S.C. § 7961](#)

[Utah Code § 53G-8-205\(2\) \(2024\)](#)

[Utah Admin. Rules R277-714-2 \(April 9, 2020\)](#)

[Utah Admin. Rules R277-714-3\(1\) \(April 9, 2020\)](#)

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

[Utah Admin. Rules R277-714-3\(3\) \(April 9, 2020\)](#)

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

[Utah Admin. Rules R277-714-3 \(April 9, 2020\)](#)

[Utah Admin. Rules R277-714-4 \(April 9, 2020\)](#)

Z. Required Identification

1. An "enroller" is an individual who enrolls a student in a public school. Upon enrollment of a student for the first time in a particular school in the District, that school shall notify the enroller in writing that within 30 days the enroller shall provide the school with either
 - a. a certified copy of the student's birth certificate, or

- b. other reliable proof of the student's identity, biological age, and relationship to the student's legally responsible individual, together with an affidavit explaining the enroller's inability to produce a copy of the student's birth certificate.
2. If the documentation inaccurately describes the student's biological age, the enroller shall also provide an affidavit explaining the reason for this inaccuracy and supporting documentation that establishes the student's biological age.

[Utah Code § 53G-6-603 \(2024\)](#)

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

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

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

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

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

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

[Utah Code § 53E-6-701 \(2022\)](#)

[Utah Code § 80-2-602 \(2022\)](#)

AA. Distribution of Kits for Missing Child Identification Program

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

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

BB. Missing Child

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

[Utah Code § 53G-6-602 \(2018\)](#)

CC. Transfer Students

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

[Utah Code § 53G-6-604 \(2018\)](#)

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

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

[Utah Code § 53G-6-602 \(2018\)](#)

[Utah Code § 53G-6-604 \(2018\)](#)

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

DD. Health Examinations

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

[Utah Code § 53G-9-402 \(2023\)](#)

EE. Credits and Records Transfer

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

[Utah Code § 53G-7-206 \(2019\)](#)

FF. Graduation

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

[Utah Code § 53G-6-406 \(2019\)](#)

GG. Placement of Transfers

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

HH. Expelled Within Twelve Months

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

[Utah Code § 53G-8-205\(3\) \(2024\)](#)

II. Student Identification Number

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

[Utah Code § 63G-15-201 \(2012\)](#)

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

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

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

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

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

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

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

Printed Name _____

Signature _____

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

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

Printed Name _____

Signature _____

THIS POWER OF ATTORNEY DOES NOT CONFER LEGAL GUARDIANSHIP
FORM

ACCEPTANCE OF DESIGNATION AS CUSTODIAN

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

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

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

Printed Name _____

Signature _____

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

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

Printed Name _____

Signature _____

FORM

Affidavit Granting Guardianship

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

I affirm the following:

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

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

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

Printed Name _____

Signature _____

FORM

Affidavit For Guardianship Where Parent Cannot Be Found

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

_____ (Name of student)

to me, _____

(Name of Responsible Adult)

because _____

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

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

Printed Name _____

Signature _____

FORM

Affidavit Accepting Guardianship

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

affirm the following:

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

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

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

Printed Name _____

Signature _____

FORM
Student Guardianship Affidavit

I, _____,
(Name of Student)

affirm the following:

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

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

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

Printed Name _____

Signature _____

POLICY 5061

Do Not Resuscitate Directives

- A. It is the policy of Box Elder School District that life-sustaining emergency care shall be provided to any and all students in need of such care while under the control and/or supervision of the Box Elder School District. In very isolated situations, a child who is terminally ill may be enrolled and actively participating in a public school. This policy sets forth what school personnel may and must do if a student subject to a “do not resuscitate” (DNR) directive faces a life-threatening medical emergency.
- B. The law provides that an ~~Physician’s Order for Life Sustaining Treatment (POLST)~~ “order for life sustaining treatment” executed pursuant to [Utah Code § 75-2a-106](#) may be directed to health care providers or emergency medical service providers licensed or certified under [Utah Code § 26B-4, Part 1, Utah Emergency Medical Services System](#). An ~~POLST~~ order for life sustaining treatment gives direction to health care providers, health care facilities, and emergency medical services providers regarding the specific health care decisions of the individual to whom the order relates. The law further provides that those licensed or certified emergency medical providers may be directed to withhold or withdraw all life-sustaining procedures. Professionals licensed pursuant to [Utah Code § 26B-4-116](#) include paramedics, advanced emergency medical service technicians, emergency medical service technicians, and behavioral emergency services technicians. Such professionals are granted immunity from liability for complying in good faith with an ~~POLST~~ order for life sustaining treatment. Such professionals are also granted immunity for providing life-sustaining treatment notwithstanding a contrary directive in an ~~POLST~~ order for life sustaining treatment.

[Utah Code § 26B-4-116 \(2023\)](#)

[Utah Code § 75-2a-103\(17\) \(2024\)](#)

[Utah Code § 75-2a-106 \(2024\)](#)

- C. Medical service providers who are school employees may have responsibilities related to the treatment or withholding of treatment for persons for whom a valid ~~POLST~~ order for life sustaining treatment has been issued pursuant to [Utah Code § 75-2a](#). Such providers may act in good faith to exercise their judgment with regard to complying with an ~~POLST~~ order for life sustaining treatment order to withhold or withdraw life-sustaining treatment or to provide life-sustaining treatment despite a contrary directive in the order.

- D. With the exception of situations governed by A. above, it is the policy of the District that first aid shall be provided to any and all students in need of such assistance while under the control and/or supervision of the School District. ~~POLST~~ **Orders for life sustaining treatment** orders will **not** be followed by school district staff who are not licensed under [Utah Code § 26B-4-116](#).
- E. When a school employee or volunteer observes or becomes aware of a medical emergency involving a student, normal responsive actions should be taken, including the summoning of emergency medical personnel and administering first aid. This should be done by school staff irrespective of whether an ~~POLST~~ **order for life sustaining treatment** is in place and has been provided to the school with respect to the particular student.

POLICY 5064

Medical Recommendations by School Personnel to Parents

A. Medical Recommendations by School Personnel Testing

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

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

5. If a school employee believes that a situation exists which presents a serious threat to the well-being of a student, that employee shall notify the student's parent without delay. The school employee may consult or use appropriate health care

professionals in the event of an emergency while the student is at school, consistent with the student emergency information provided at student enrollment.

6. The school shall notify the parent of a student who:
 - a. Threatens suicide; or
 - b. Is involved in an incident of bullying, hazing, abusive conduct, cyber-bullying, or retaliation (whether as a victim or as a perpetrator).
7. When a student threatens suicide **or is involved in one of these incidents**, the school shall also provide the parent with
 - a. suicide prevention information materials **and information as recommended by the State Superintendent,**
 - b. ~~as well as~~ information on ways to limit the student's access to fatal means, including a firearm or medication, **and**
 - c. **information and resources on the healthy use of social media and online practices.**
 - d. ~~The materials and information provided shall be those selected by the State Superintendent.~~
8. The school shall produce and maintain a record that verifies that the parent was notified of the threats or incidents listed above **and provided the required information.** The record is a private record for purposes of the Government Records Access and Management Act.
9. The process for notifying a parent shall consist of:
 - a. The school principal or designee shall attempt to make personal contact with a parent when the school has notice of a threat or incident listed above. It is recommended that the parent be informed of the threat or incident with two school people present. If personal contact is not possible, the parent may be contacted by phone. A second school person should witness the phone call.
 - b. Contact with the parent must be documented in a "Verification of Parent Contact Regarding Threat or Incident". **When there is an action plan for addressing an incident of bullying, hazing, abusive conduct, cyber-bullying, or retaliation, the documentation shall be supplemented to track implementation of the action plan.**

10. Subject to laws regarding confidentiality of student educational records, at the request of a parent, a school may provide information and make recommendations related to an incident or threat.

[Utah Code § 53G-9-203 \(2019\)](#)

[Utah Code § 53G-9-604 \(2024\)](#)

[Utah Admin. Rules R277-613-4\(3\) \(August 8, 2023\)](#)

11. The record of parental notification shall be maintained in accordance with [Policy 5100 Student Records](#), [Policy 5140 Student and Family Privacy Rights](#), [Title 53E, Chapter 9, Part 3](#), Student Data Protection, [Title 53E, Chapter 9, Part 2, Student Privacy](#), and the Federal Family Educational Rights and Privacy Act (“FERPA”). A copy of the record of parental notification shall upon request be provided to the student to whom the record relates. After the student has graduated, the District shall expunge the record of parental notification upon request of the student.

[Utah Code § 53G-9-604\(2\)\(a\)\(iii\), \(4\) \(2024\)](#)

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

1. School employees shall not require that a student take or continue to take a specific medication, whether over-the-counter or prescription medicine, as a condition for attending school.
2. This policy does not include immunizations against communicable diseases as required by the Department of Health as a prerequisite to school attendance. See [Policy 5050 Immunization Requirements](#).
3. School employees may not:
 - a. Recommend to a parent that a student take or continue to take a psychotropic medication;
 - b. Require that a student take or continue to take a psychotropic medication as a condition for attending school;
 - c. Recommend that a parent seek or use a type of psychiatric or psychological treatment for a student;
 - d. Conduct a psychiatric or behavioral health evaluation or mental health screening, test, evaluation, or assessment of a student, except when necessitated to meet

the requirement of the Individual with Disabilities Education Act, [20 U.S.C. § 1400 et seq.](#), and its subsequent amendments; or

- e. Make a child abuse or neglect report to authorities, including the Division of Student and Family Services, solely or primarily on the basis that a parent refuses to consent to:
 - 1) A psychiatric, psychological, or behavioral treatment for a student, including the administration of a psychotropic medication to a student; or
 - 2) A psychiatric or behavioral health evaluation of a student.
 - a) However, school employees may make a report that would otherwise be prohibited under Subsection (5) if failure to take the action described under Subsection (5) would present a serious, imminent risk to the student's safety or the safety of others.

[Utah Code § 53G-9-203 \(2019\)](#)

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

- 1. A school counselor, licensed clinical social worker (LCSW), Nurse Practitioner, or other mental health professional acting in accordance with the Mental Health Professional Practice Act, or licensed through the State Board of Education, working within the school system may:
 - a. Recommend, but not require, a psychiatric or behavioral health evaluation of a student;
 - b. Recommend, but not require, psychiatric, psychological, or behavioral treatment for a student;
 - c. Provide to a parent, upon the specific request of the parent, a list of three or more health care professionals or providers, including licensed physicians, psychologists, or other health specialists; and
 - d. Conduct a psychiatric or behavioral health evaluation or mental health screening, test, evaluation, or assessment of a student; however, prior written consent of the student's parent and a two-week minimum notification period are required prior to conducting the behavioral health evaluation or mental health screening, test, evaluation, or assessment. A parent may waive the two-week minimum

notification period. However, this written consent and notice is not required before questioning a student believed to be at risk of suicide, physically self-harming behavior, or harming others to the extent needed for referral to appropriate prevention services and to notify the parent of the perceived risk. See [Policy 5140 Student and Family Privacy Rights](#).

[Utah Code § 53G-9-203 \(2019\)](#)

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

D. Training and Discipline

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

[Utah Code § 53G-9-203 \(2019\)](#)

**VERIFICATION OF PARENT CONTACT REGARDING
THREAT OR INCIDENT**

I, [Name] _____, principal or principal's designee, contacted [Name of parent] _____ on [Date] _____ and notified him or her that [Name of student] was involved in an incident of bullying, hazing, cyberbullying, abusive conduct, or retaliation. Contact was made:

[] in person

[] by telephone (number used: _____)

[] by email (email address used: _____)

[] by other method (specify): _____

Notice was given of:

[] bullying incident

[] cyberbullying incident

[] abusive conduct incident

[] hazing incident

[] retaliation incident

[] suicide threat

[Name of school staff member] _____, witnessed the contact.

Principal or Principal's Designee Title Date

School Staff Member Title Date

POLICY 5065

Administration of Medication

- A. The following procedures are intended to facilitate the implementation of this policy:
1. Prescription and/or over-the-counter medication may be administered to a student only if:
 - a. The student's parent has provided a completed, current, signed and dated "~~School Medication Authorization~~ ~~Student Medication Authorization of School Personnel to Administer Medication~~" (Utah Department of Health and Human Services) form providing for the administration of medication to the student during regular school hours. This requirement must be updated at the beginning of each school year (within the first ten school days) and whenever a change is made in the administration of medication.
 - b. The student's licensed medical provider has also signed and dated the "~~School Medication Authorization~~ ~~Student Medication Authorization of School Personnel to Administer Medication~~" form stating the name, method of administration, dosage, time to be given, side effects that may be seen in the school setting from the medication, and the necessity for administering.
 - c. The medication is delivered to the school by the student's parent, or authorized adult.
 - d. The prescription medication is in a container that has been properly labeled by a pharmacy.
 - e. The nonprescription over-the-counter medication is in **a sealed, the** original container and clearly labeled with child's name and dose, per doctor's order on the container. A one week's supply or more recommended. **The medication must not be expired.**
 - 1) Nonprescription over the counter medications shall include but not be limited to, sunscreen or any alternative, herbal, or homeopathic substances. Each shall be in the original container and clearly labeled with child's name, and dose, per doctor's order. Alternative, herbal, or homeopathic substances will be administered by the student, under supervision of school staff, in grades K-7.

2. All medication provided to the school is to be kept in a secure location under lock and key. All controlled substances, Schedule II, III, and IV medications will be double locked.
 3. Insofar as possible, one person shall be assigned the responsibility of administering student medication.
 4. A record including the type of medication, amount, and the time and day it was administered must be kept for each student receiving medication at school. The person administering the medication must sign the record each time medication is given.
 5. Students are not to carry or self-administer prescription medication on school premises unless it is expressly ordered by the student's physician because of life threatening circumstances. (Refer to 1. above)
 6. Authorization for administration of medication by school personnel may be withdrawn by the school at any time following actual notice to the student's parent.
- B. The Board may consult with the Department of Health and other health professionals to determine:
1. Designation of employees who may administer medication.
 2. Proper identification and safekeeping of medication.
 3. Maintenance of records of administration.
- C. School personnel shall substantially comply with the physician's or dentist's written statement in order that they and the district and Board may take full advantage of the immunity from liability granted under [Utah Code § 53G-9-502\(3\)](#).
- D. Emergency Medication Administration (These must all be followed by a 911 call)
1. Intranasal Naloxone
 - a. It is the policy of Box Elder School District to provide assistance to any person(s) who may be suffering from an opioid overdose. According to the [Utah Code § 26-55-102\(10\) – Opiate Overdose Response Act](#) – schools would be under the category “overdose outreach provider” as defined in (f) “an organization providing support services for an individual, or a family of an individual, with a substance

- use disorder”. The delegation of this medication by school nurses would be covered under the [Nurse Practice Act Rules](#). A school nurse may give intranasal Naloxone and also may train resource officers to administer the intranasal Naloxone as well. Those administering shall make every reasonable effort, to include the use of Naloxone combined with rescue breaths, to revive the victim of any apparent overdose.
- b. Naloxone in the Box Elder School District is provided through a grant from the Bear River Health Department.
2. Epinephrine Auto-injectors (EAI's)
 - a. The District will maintain stock of EAI's with standing order, signed each year by the medical director, for nursing staff and trained volunteers to administer to student or staff that appear to be having a severe allergic reaction (anaphylaxis) but do not have a patient specific order at school.
 - b. Training is online with One Shot to Live and is administered by school nurses with return demonstration as part of that training.
 3. Administration of Glucagon
 - a. The following provisions govern administration of glucagon in place of the provisions set forth above under “Administering Medication.” A glucagon authorization shall include a signed statement from a parent of a student with diabetes:
 - 1) Certifying that glucagon has been prescribed for the student;
 - 2) Requesting that the ~~student's public~~ school identify and train school personnel who volunteer to be trained in the administration of glucagon; and
 - 3) Authorizing the administration of glucagon in emergency situations to the student.
 - b. After receiving a glucagon authorization from a student's parent, the school shall:
 - 1) Within a reasonable time, train two or more school personnel who volunteer to be trained in the administration of glucagon, with training provided by the school nurse or another qualified, licensed medical professional;

- 2) Allow all interested personnel to receive training in the administration of glucagon. Training in the administration of glucagon shall include:
 - a) Techniques for recognizing the symptoms that warrant the administration of glucagon;
 - b) Standards and procedures for the storage and use of glucagon;
 - c) Other emergency procedures, including calling the emergency 911 and contacting, if possible, the student's parent.
- 3) Retain for reference the written materials prepared for training personnel;
- 4) Permit a student and/or school personnel to possess or store prescribed glucagon so that it will be available for administration in an emergency;
- c. A person who has received glucagon administration training may administer glucagon at a school or school activity to a student with a glucagon authorization if:
 - 1) The student is exhibiting the symptoms that warrant the administration of glucagon; and
 - 2) A licensed health care professional is not immediately available.
- d. A person who administers glucagon in accordance with this policy shall direct a responsible person to call 911 and take other appropriate actions in accordance with his or glucagon administration training.
- e. School personnel who provide or receive training under this policy and pursuant to [Utah Code § 53G-9-504](#) and act in good faith are not liable in any civil or criminal action for any act taken or not taken under the authority of [§ 53G-9-504](#) with respect to the administration of glucagon.

[Utah Code § 53G-9-504 \(2019\)](#)
[Utah Code § 53G-9-502\(4\)\(a\) \(2024\)](#)

4. Seizure Rescue Medications

- a. In accordance with requirements set forth in [Utah Code § 53G-9-505](#) allowing seizure rescue medications to be in the school setting, the following guidelines will be followed:

- 1) A prescribing health care professional has prescribed a seizure rescue medication for the student.
- 2) A student's parent has previously administered the student's seizure rescue medication in a non-medically supervised setting without complication.
- 3) The student has previously ceased having full body prolonged or convulsive seizure activity as a result of receiving the seizure rescue medication.

POLICY 5067

Student Asthma Emergency

A. Definitions

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

[Utah Code § 26B-4-401\(4\), \(5\), \(14\), \(19\) \(2024\)](#)

B. Administration of Stock Albuterol for Asthma Emergency

1. This policy does not create a duty or standard of care for a person to be trained in the use and storage of stock albuterol, nor does it create a duty on the part of the District or a school to store stock albuterol at a school, nor does it relieve a student's parent from providing a student's medication, nor does it create an expectation that a school will have stock albuterol available. A school, School Board, or school official may encourage a teacher or other school official to volunteer to complete the training described below and to make stock albuterol available for asthma emergencies. A school, school board, or school official may encourage a teacher or other school employee to volunteer for such training. A school, the school board, or a school official may not prohibit or dissuade a school employee from
 - a. being trained in use and storage of stock albuterol,

- b. possessing or storing stock albuterol on school premises (if the employee is a qualified adult and the possession and storage is in accord with training), or
- c. administering stock albuterol (if the employee is a qualified adult and the administration is in accord with training).

[Utah Code § 26B-4-406 \(2023\)](#)

- 2. Each primary and secondary school shall make initial and annual refresher training regarding the storage and emergency use of stock albuterol available to any interested teacher or other school employee, who is at least eighteen (18) years of age, who volunteers for such training. The training will be provided by the Utah Department of Health.
- 3. The training will include instruction on:
 - a. Techniques for recognizing symptoms of an asthma emergency;
 - b. Standards and procedures for the storage and emergency use of a stock albuterol;
 - c. Emergency follow-up procedures, and contacting, if possible, the student's parent; and
 - d. Written materials covering the information provided during training.
- 4. The volunteers shall retain for reference the written materials covering the information provided during training.

[Utah Code § 26B-4-408 \(2023\)](#)

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

showing symptoms of an asthma emergency as described in the student's asthma action plan;

- c. Shall initiate appropriate medical follow-up in accordance with the training materials after administering stock albuterol.
6. Each primary or secondary school may make stock albuterol available to any teacher or other school employee who is employed at the school and has become a "qualified adult."

[Utah Code § 26B-4-406\(6\) \(2023\)](#)

[Utah Code § 26B-4-409\(1\) \(2024\)](#)

7. A school may obtain a prescription for a supply of stock albuterol for storage at the school and use by qualified adults if the school (a) designates an individual to complete an initial and annual refresher training program regarding the proper storage and emergency use of stock albuterol and (b) stores the stock albuterol according to Utah Department of Health standards.

[Utah Code § 26B-4-409\(5\) \(2024\)](#)

8. The following, if acting in good faith, are not liable in any civil or criminal action for any act taken or not taken under the authority of [Utah Code § 26B-4-401](#) et seq. with respect to an asthma emergency:
- a. A "qualified adult",
 - b. A person who conducts training regarding the emergency use and storage of stock albuterol, and
 - c. The District or its schools

[Utah Code § 26B-4-410 \(2024\)](#)

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

1. The written request must state that the parent authorizes the student to have and

use the asthma medication.

2. The written health care provider statement must specifically identify any prescription medication and must state that:
 - a. The name of the asthma medication prescribed or authorized for the student's use and
 - b. The student is capable of appropriately self-administering the medication, and
 - c. The provider finds that it is medically appropriate for the student to keep the medication with or readily available to him or her at all time.
- D. If the medication is to be stored other than on the student's person, the student or parent shall inform the school nurse and administration where the medication will be kept to enable access for emergency use.
- E. The student shall only use prescription asthma medication as directed by a health care provider's written order, and shall use non-prescription asthma medication in accordance with the manufacturer's instructions.
- F. No student is permitted to sell, share, or otherwise give to others any medication, prescription or non-prescription. Violations of this policy are subject to disciplinary action under the school's drug policies.

POLICY 5100

Student Records

A. Definition/Types

1. For the purposes of this policy, the term “education records” means those records, files, documents, and other materials that contain information directly related to a student and are maintained by an education agency or institution or by a person acting for such agency or institution.
2. The term “education records” does not include:
 - a. Records that contain only information about a student after he or she is no longer a student in the District.
 - b. Records made by District personnel that are kept in the sole possession of the maker and are not accessible or revealed to anyone other than a temporary substitute for the maker of the record.
 - c. Records maintained by a law enforcement unit of the educational agency or institution that were created by that law enforcement unit for the purpose of law enforcement.
 - d. Records relating to an individual who is employed by an educational agency or institution, that:
 - 1) Are made and maintained in the normal course of business;
 - 2) Relate exclusively to the individual in that individual's capacity as an employee; and
 - 3) Are not available for use for any other purpose.
 - a) Records relating to an individual in attendance at the school who is employed as a result of his or her status as a student are education records and not excepted under paragraph (d).
 - e. Records on a student who is eighteen (18) years of age or older that are:

- 1) Made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity;
- 2) Made, maintained, or used only in connection with treatment of the student; and
- 3) Disclosed only to individuals providing the treatment.
 - a) For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the agency or institution.

[20 U.S.C. § 1232g](#)
[34 CFR § 99.3](#)
[Utah Code § 53E-9-202 \(2019\)](#)
[Utah Code § 53E-9-204\(1\) \(2019\)](#)

B. Notification of Significant Data Breach

1. The District shall notify the parent of a student (or the student if the student is an adult) if there is a significant data breach (as defined by the State Board of Education) at the District or a District school.

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

C. Student Identification Number

1. The District shall notify the parent of a student if there is a release of the student's personally identifiable student data due to a security breach.

[Utah Code § 53E-9-304\(2\) \(2019\)](#)

2. The District will not use a social security number as a student's identification number with the District.

[Utah Code § 63G-15-201 \(2012\)](#)

D. Screening Records

1. The principal of each school shall maintain records of screening for special senses and communication disorders and spinal screening for each student in the school.

Records shall be open for inspection by the state or local health department. Individual screening records may be transferred among schools in accordance with provisions below concerning ACCESS BY OTHER PERSONS.

[20 U.S.C. § 1232g](#)

E. Immunization Records

1. The District shall maintain an individual immunization record during the period of attendance for each student admitted. The records shall be open for inspection at all reasonable times by representatives of local health departments or the Utah Department of Health. The District shall cooperate with other districts in transferring students' immunization records between schools. Specific approval from students or parents is not required prior to making such record transfers.

F. Assessment Transfers

1. The results of individual student performance on basic skills assessment instruments or other achievement tests administered by the District are confidential and may be made available only to the student, the student's parent, and to the school personnel directly involved with the student's educational program. However, overall student performance data shall be aggregated by school and District and made available to the public, with appropriate interpretations, at regularly scheduled Board meetings. The information may not contain the names or other identifying information of individual students or teachers.

G. Academic Achievement Record

1. The District shall maintain a student academic achievement record on each student enrolled in the District. This record shall reflect courses of studies completed and shall substantiate the fulfillment of course requirements toward qualifying for high school graduation. A copy of this record shall be furnished to each student transferring to another school district.

H. Access to Education Records

1. Access to the education records of a student who is or has been in attendance at a school in the District shall be granted to the parent of the student who is a minor or who qualifies as a dependent for tax purposes. "Parent" includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent.

[34 CFR § 99.3](#)

[Utah Code § 53E-9-205 \(2023\)](#)

2. The District shall presume that a parent has authority to inspect and review the student's records unless it has been provided with evidence that there is a court order, state statute, or legally binding document that specifically revokes these rights.

[34 CFR § 99.4](#)

3. Except as provided for by [Utah Code § 53E-9-203\(7\)](#), or unless a parent's right of access has been specifically revoked by a state statute, court order, or other legally binding document, schools must provide a parent access to the education records of the parent's student.

[Utah Code § 53E-9-205\(2\) \(2023\)](#)

4. Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to, and consent required of, parents transfer from the parents to the student.

[34 CFR § 99.5 \(a\)\(1\)](#)
[34 CFR § 99.3](#)

5. If material in the education record of a student includes information on another student, only the portion of the material relating to the student whose records were requested may be inspected and reviewed.

[34 CFR § 99.12\(a\)](#)

I. Request Procedure

1. Upon request of a properly qualified individual, access to a student's education record shall be granted within a reasonable period of time, not to exceed forty-five (45) days. The District shall respond to reasonable requests for explanations and interpretations of the records.

[34 CFR § 99.10](#)

J. Access by Other Persons

1. Personally identifiable information in education records shall not be released without the written consent of the student's parents, except to the following:

- a. School officials including teachers, who have legitimate educational interests. An administrator or teacher is entitled to access to a student's medical records maintained by the District only if he or she has completed in-service training.
 - 1) In addition, a school employee may only access a student's records if that employee is included on the list of authorized employees and if federal and state privacy laws otherwise authorize the access.

[Utah Code § 53E-9-204\(4\)\(a\) \(2019\)](#)

- b. Officials of other schools or school systems in which the student seeks or intends to enroll, provided that the District either:
 - 1) Includes in its policies a statement that notifies the parent or student that it forwards education records on request of the other school to such officials; or
 - 2) Makes a reasonable attempt to notify the parent (unless the record transfer is initiated by the parent.)
 - a) In either case, the District shall furnish a copy of the transferred records to the parent if requested, and give the parent an opportunity for a hearing to challenge the content of the record.
- c. Authorized representatives of the Comptroller General of the United States, the Secretary of Education, or state and local educational authorities who require access to student or other records necessary in connection with the audit and evaluation of federal or state-supported education programs or in connection with the enforcement of or compliance with federal legal requirements that relate to such programs.

[34 CFR § 99.31](#)

[34 CFR § 99.35](#)

- d. Personnel involved with a student's application for, or receipt of, financial aid.
- e. State and local officials to whom such information is specifically required to be reported or disclosed by state statute.
- f. Organizations conducting studies for educational agencies or for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction. Such studies must be conducted so that

personal identification of students and their parents will not be revealed to persons other than authorized personnel of the organizations conducting the studies. Such information must be destroyed when no longer needed for the original purposes of the studies.

- g. Accrediting organizations that require the information for purposes of accreditation.
- h. Parents of a student who qualifies as a dependent for tax purposes.
- i. Appropriate persons who, in an emergency, must have such information in order to protect the health or safety of the student or other person.
- j. Any person requesting directory information, as defined in local policy, after the District has given public notice of that definition.

[34 CFR § 99.31](#)
[34 CFR § 99.37](#)

- 2. In order for personally identifiable information in education records to be released to any individual, agency, or organization other than to the student and those listed above, written consent must be obtained from the student's parent. Such consent shall specify records to be released, the reason for such release, and to whom the records are to be released. Such information may also be released in compliance with a judicial order or subpoena provided that the District makes a reasonable effort to notify the parent and student of the order or subpoena in advance of compliance.

[34 CFR § 99.31](#)

K. Transfer Not Permitted

- 1. Personal information from student education records shall be transferred to a third party only on the condition that such party will not permit any other party to have access to such information without the written consent of the student's parent.

L. Notice of Behavior that may Threaten Safety

- 1. Notwithstanding any other provision of this policy, in the event a student is expelled for a period of more than ten (10) days for use or distribution of alcohol or a controlled substance, or for possession of an incendiary device or firearm, a record stating the cause of expulsion shall be created and provided only to the following persons:

- a. The principal and vice-principal over students in any alternative educational setting where the student will be educated;
 - b. Any teachers of the student in the alternative education placement; and
 - c. Counselors in any school where the student attends who may provide counseling services to the student.
2. If appropriate, the record shall state also any appropriate precautions to be observed in the education of the student.
 3. The Board finds that dissemination of such information to those persons identified is necessary to provide an appropriate and safe education to the student of the District. The District shall not provide copies of such private records to any persons except those identified and the parent of the student without a court order.
 4. If the student is education pursuant to an Individual Education Program, then the record shall be considered by the Individual Education Program Team to determine an appropriate placement in the least restrictive environment consistent with safety and well-being of all students in the District.
 5. A copy of this policy shall be made available to parents and students upon request.

M. Record of Access to Student Record

1. Each school shall maintain a record, kept with the education record of each student that indicates all individuals, agencies, or organizations that have requested or obtained access to a student's education records. The records shall include at least the name of the person or agency that made the request and the legitimate interest the person or agency had in the information. The record will be maintained as long as the District maintains the student's education record. The record of access shall be available only to parents, school officials responsible for custody of the records, and those state, local, and federal officials authorized to audit the operation of the system.

[20 U.S.C. § 1232g](#)

2. The record shall not include requests for access by, or access granted to, parents of the student or officials of the District, requests accompanied by prior written consent of the parent, requests for directory information, or a party seeking or receiving the records as directed by a Federal grand jury or other law enforcement subpoena and

the issuing court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.

[34 CFR § 99.32](#)

N. Right to Amend Records

1. The parent of a student whose records are covered by this policy may ask the District to amend the student's record if the parent believes it contains information that is inaccurate, misleading, or in violation of the student's right of privacy or other rights. If, after a reasonable time, the District decides not to amend the education records requested, it shall inform the parent of its decision and his right to a hearing to challenge the content of the student's education records.
2. If the District decides to amend the records as a result of the hearing, it shall inform the parent in writing. If, as a result of the hearing, the District decides not to amend the records, it shall inform the parent of the right to place a statement in the records commenting on the contested information and/or stating why the parent disagrees with the decision of the District. Any explanation shall be maintained with the contested part of the record as long as the record is maintained and shall be disclosed whenever the contested portion of the record is disclosed.

[34 CFR § 99.20](#)

[34 CFR § 99.21](#)

O. Restriction on Gender Identity Changes in Student Records

1. "Gender identity" has the meaning provided in the Diagnostic and Statistical Manual (DSM-5). A person's gender identity can be shown by providing evidence, including, but not limited to, medical history, care or treatment of the gender identity, consistent and uniform assertion of the gender identity, or other evidence that the gender identity is sincerely held, part of a person's core identity, and not being asserted for an improper purpose. "Sex" means the biological, physical condition of being male or female, determined by an individual's genetics and anatomy at birth. Written parental consent is required to change the gender or gender identity in an education record to a gender or gender identity that does not conform with the student's sex.

[Utah Code § 53E-9-205 \(2023\)](#)

P. Annual Notification of Rights

1. The District shall give parents of in-attendance students or the in-attendance students themselves annual notification of their rights under the [Family Educational Rights and Privacy Act of 1974](#) and of the places where copies of this policy may be located. The District shall effectively notify parents or eligible students who are disabled. The District shall effectively notify parents who have a primary or home language other than English. The notice must include:
 - a. The procedure for exercising the right to inspect and review education records.
 - b. The procedure for requesting amendment of records.
 - c. A specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

[20 U.S.C. § 1232g\(e\)](#)
[34 CFR § 99.7](#)

Q. Directory of Information

1. The District may release information if it has given public notice of:
2. The types of personally identifiable information that it has designated as directory information.
3. The right of the parent to refuse to permit the District to designate any or all of that information about the student as directory information.
4. The period of time within which the parent must notify the District in writing that he or she does not want any or all of those types of information about the student designated as directory information.

[34 FR § 99.37](#)

R. Directory Information

1. Directory information may include a student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, awards received, and the most recent previous school attended by a student.
2. Directory information shall be released to any individual or organization that files a written request with the Superintendent or designee.

[20 U.S.C. § 1232g](#)
[34 CFR § 99.3](#)

S. Fee for Copies

1. No fee shall be charged to search for or to retrieve the education records of a student. A fee may be charged for copies of education records that are made for the parents or students under this policy provided that the fee does not effectively prevent them from exercising their right to inspect and review those records. Hardship cases shall be dealt with on an individual basis.

[20 U.S.C. § 1232g](#)
[34 CFR § 99.11](#)

T. Records of Students with Disabilities

1. The District shall permit parents to inspect and review education records collected, maintained, or used for purposes of identifying, evaluating, placing, or educating students with disabilities.

[34 CFR § 300.501\(a\)](#)
[State Board of Education Special Education Rules IV.A.1](#)

U. Access Rights

1. In addition to policies applicable to all student records, the following guidelines shall apply when parents request to review or inspect District records relating to the education of their child:
2. Parents may request that a representative inspect and review the records.

[34 CFR § 300.613\(b\)\(3\)](#)
[State Board of Education Special Education Rules IV.V.5](#)

3. The District shall comply to requests without unnecessary delay and before any meeting regarding an individual education plan (IEP) or hearing relating to the identification, evaluation, or placement of the child.

[34 CFR § 300.613\(a\)](#)
[State Board of Education Special Education Rules IV.V.5](#)

4. The District shall keep a record of persons obtaining access to these student records (except access by parents and authorized employees) including name, date of access, and the purpose for which the person is authorized to use the records.

[34 CFR § 300.614](#)

[State Board of Education Special Education Rules IV.V.6](#)

V. Parental Consent

1. Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the [Individuals with Disabilities Education Act \(IDEA\)](#) or disclosed to anyone other than officials of agencies collecting or using this information. The District may not release information from these records without parental consent except as provided in the [Family Educational Rights and Privacy Act \(FERPA\)](#).

[34 CFR § 300.622](#)

2. No student shall be required without parental consent to submit to testing or treatment or psychiatric examination of which the **primary purpose or effect** is to reveal information concerning:
 - a. political affiliations or philosophies (except as provided in Policy ECF);
 - b. mental or psychological problems;
 - c. sexual behavior, orientation, **gender identity**, and/or attitudes;
 - d. illegal, anti-social, self-incriminating or demeaning behavior;
 - e. critical appraisals of close family members;
 - f. any legally privileged information;
 - g. income (except as required to receive financial assistance or fee waivers); and
 - h. religious affiliations or beliefs.
3. The parent shall be notified in writing of the means and purposes of the testing and the person(s) doing the testing at least two weeks, but not more than five months, before information protected by this policy is sought. This written notice must include **an internet address where the parent can view the exact test or survey to be**

~~administered~~ the survey to be administered, the intended purposes and uses of the data collected, the types of persons or governmental entities that share the data (including a list of recipients of student-level data) or receive the data on a regular or contractual basis, and (if applicable), the record series I which the data is or will be included.

4. The school may not provide either a reward or a consequence to a student for participation or lack of participation in any such psychiatric examination, testing, treatment, survey, analysis, or evaluation.
5. The data collected through an authorized test or survey is a private record which may not be shared except in accordance with the Family Educational Rights and Privacy Act ("FERPA").

[20 USC § 1232h](#)
[Utah Code § 53E-9-203 \(2024\)](#)

W. Confidentiality

1. The District shall protect the confidentiality of personally identifiable information in collection, storage, disclosure, and destruction of records. One official in the District shall assume responsibility for ensuring confidentiality of personally identifiable information. All persons collecting or using this information shall receive training or instruction concerning the legal requirements involved in handling these records. The District shall maintain for public inspection a current listing of the names and positions of employees who may have access to this information.

[34 CFR § 300.623](#)

X. Destruction of Information

1. The District shall inform parents when personally identifiable information pertaining to students with disabilities education is no longer needed to provide educational services to the student. Such information shall be destroyed on request of the parent. A permanent record of the student's name, address, and phone number, grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limit.

[34 CFR § 300.624](#)

Y. Comprehensive System

1. The Superintendent shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school personnel.
2. A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.
3. This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for non-enrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent.

Z. Custodian of Records

1. The principal is custodian of all records for currently enrolled students at the assigned school. The Superintendent is the custodian of records for students who have withdrawn or graduated. The student handbook distributed annually to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

AA. Types and Locations of Records

1. Each record custodian, at the location listed in the student handbook, shall be responsible for the education records of the District. These records may include:
 - a. Admissions data, personal and family data, including certification of date of birth.
 - b. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
 - c. All achievement records, as determined by tests, recorded grades, and teacher evaluation.
 - d. Health services records, including:
 - 1) The results of any tuberculin tests administered by the District.
 - 2) The findings of screening or health appraisal programs the District conducts or provides.

- 3) Information and follow-up to ensure that parents have been notified of identified problems and of how they can obtain needed services for the students.
- 4) Immunization records.
- 5) Attendance records.
- 6) Student questionnaires.
- 7) Records of teacher, counselors or administrative conferences with the student or pertaining to the student.
- 8) Verified reports of serious or recurrent behavior patterns.
- 9) Copies of correspondence with parents and others concerned with the student.
- 10) Records transferred from other districts the student has been enrolled in.
- 11) Records pertaining to participation in extracurricular activities.
- 12) Information relating to student participation in special programs.
- 13) Records of fees assessed and paid.
- 14) Other records that may contribute to an understanding of the student.

BB. Request Procedures

1. The cumulative record shall be made available to the parent. Records may be reviewed during regular school hours upon written request to the record custodian. The record custodian or designee shall be present to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and the records shall be restricted to use only in the Superintendent's, principal's, or counselor's office, or other restricted area designated by the record custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

CC. Student Rights

1. Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to, and consent required of, parents transfer from the parents to the student.

[34 CFR § 99.5\(a\)\(1\)](#)

[34 CFR § 99.3](#)

[34 CFR § 300.625](#)

[Utah Code § 53E-9-204\(4\)\(b\)\(ii\) \(2019\)](#)

DD. Access by School Officials

1. For the purposes of this policy, "school officials" shall mean any employees, trustees, or agents of the District, of cooperatives of which the District is a member, or of facilities with which the District contracts for placement of students with disabilities. The term also includes attorneys, consultants, and independent contractors who are retained by the District, by cooperatives of which the District is a member, or by facilities with which the District contracts for placement of students with disabilities.
2. School officials have a "legitimate educational interest" in a student's records when they are working with the student, considering disciplinary or academic actions, or developing a student with disabilities' individual education plan; compiling statistical data; or investigating or evaluating programs.

[34 CFR § 300.622\(b\)\(1\)](#)

EE. Access by Parents

1. Parents may be denied copies of records after the student reaches age eighteen (18) and no longer qualifies as a dependent for tax purposes, when the student is attending an institution of post-secondary education, or if the parents fail to follow proper procedures and pay the copying charge. If the student qualifies for free or reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of the parent, one copy of the record shall be provided at no charge.

FF. Access by School Employees

1. Each school within the District shall create and maintain a list that includes the name and position of each school employee who is authorized to have access to student education records. This list shall be provided to the Board of Education and

whenever the list is updated the updated list shall be provided to the Board of Education.

2. Each person included on the list of employees authorized to have access to student education records shall complete training on student privacy laws and upon completion of such training shall sign a statement certifying that the employee completed the training and that the employee understands student privacy requirements. Each employee training certification statement shall be provided to the Board of Education
3. Unless written consent has been given by the student's parent (or the student is over 18 years of age) the school may only share student education records with or allow access to such records by those school employees included on the list of employees authorized to access student education records.

[Utah Code § 53E-9-204 \(2019\)](#)

GG. Transcripts and Transfers of Records

1. A school shall request a certified copy of a transfer student's record, directly from the transfer student's previous school, within fourteen (14) days after enrolling the transfer student unless the student is a military child (see below).
2. The District shall promptly forward education records upon request to officials of other schools or school systems in which the student intends to enroll within thirty (30) school days of the request, unless the student is a military child (see below).

[Utah Code § 53G-6-604 \(2018\)](#)

HH. Military Child's Records

1. If the parent of a military child requests an official education record and the school is unable to release the official education record, the school shall provide the parent of the military child with an unofficial education record.
2. If a school requires an official education record in order to enroll a student, the school shall enroll and appropriately place a military child based on information in an unofficial record pending validation by an official record.

3. A school that enrolls a military child shall request a certified copy of a military child's official education record, directly from the military child's previous school, simultaneously with enrolling the military child.
4. If a school receives a request to forward a certified copy of a military child's official education record, the school shall comply within ten (10) days of the request.
5. "Military child" means a child enrolled in kindergarten through grade 12 who is in the household of an active duty service member. An "active duty service member" is an individual on full-time duty status in the active uniformed service of the United States, including members of the National Guard and Reserve on active duty orders.

[Utah Code § 53E-3-903\(1\) \(2019\)](#)

[Utah Code § 53E-3-905\(1\), \(2\) \(2018\)](#)

II. Records of a Missing Child

1. Upon notification by the Criminal Investigations and Technical Services Division of the Department of Public Safety ("division") of a missing child, the school in which that child is currently or was previously enrolled shall flag the record of that child in a manner that whenever a copy of or information regarding the record is requested, the school is alerted to the fact that the record is that of a missing child.
2. The school shall immediately report any request concerning flagged records or knowledge as to the whereabouts of any missing child to the division. The school may not forward the record to the new school.
3. Upon notification by the division that a missing child has been recovered, the school shall remove the flag from that child's record.

[Utah Code § 53G-6-602 \(2018\)](#)

JJ. The Records Responsibility for Students with Disabilities

1. The official responsible for ensuring the confidentiality of any personally identifiable information in student with disabilities records shall be the Superintendent.
2. A current listing of names and positions of persons who have access to student with disabilities records is maintained at the office of the Superintendent.

KK. Procedure to Amend

1. Within fifteen (15) school days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within ten school days after the request is received. Parents shall be notified in advance of the date, time, and place of the hearing.
2. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence, and at their own expense, may be assisted or represented at the hearing. The parents shall be notified of the decision in writing within ten school days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 school days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

LL. Notice of Parent and Student Rights

[Family Education Rights and Privacy Act, 20 U.S.C. § 1232g](#)

1. The Box Elder School District maintains general education records required by law. A student's school records are private and are protected from unauthorized inspection or use. A cumulative record is maintained for each student from the time the student enters the District until the student withdraws or graduates. This record moves with the student from school to school.
2. By law, both parents, whether married, separated, or divorced, have access to the records of a student who is a minor or a dependent for tax purposes, as do students who are eighteen (18) years of age or older. A parent whose rights have been legally terminated will be denied access to the records if the school is given a copy of the court order terminating these rights.
3. The principal is custodian of all records for currently enrolled students at the assigned school. The Superintendent is the custodian of all records for students who have withdrawn or graduated. Records may be reviewed during regular school hours. The record custodian or designee will respond to reasonable requests for explanation and interpretation of the records. The address of the Superintendent's office is: 960 South Main, Brigham City, UT 84302.
4. The addresses of the principals' offices are:
 - a. Bear River High School 1450 S Main, Garland, UT 84312

- b. Bear River Middle School 300 E 1500 S, Garland, UT 84312
 - c. Alice C. Harris Intermediate School 515 N 800 W, Tremonton, UT 84337
 - d. Box Elder High School 380 S 600 W, Brigham City, UT 84302
 - e. Box Elder Middle School 18 S 500 E, Brigham City, UT 84302
 - f. Adele C. Young Intermediate School 830 Law Dr., Brigham City, UT 84302
 - g. Sunrise High School 230 W 200 S, Brigham City, UT 84302
 - ~~h. Early Learning Center 2275 N 3900 W, Corinne, UT 84307~~
 - i. Century Elementary 5820 N 4800 W, Bear River City, UT 84301
 - j. Discovery Elementary 820 N 500 W, Brigham City, UT 84302
 - k. Fielding Elementary 50 W Main, Fielding, UT 84311
 - l. Garland Elementary 450 S 100 W, Garland, UT 84312
 - m. Golden Spike Elementary 730 E 300 N, Brigham City, UT 84302
 - n. Grouse Creek Elementary and Secondary
 - 1. 76785 W 11900 N, Grouse Creek, UT 84313
 - o. Lake View Elementary 851 S 200 W, Brigham City, UT 84302
 - p. McKinley Elementary 120 W 500 S, Tremonton, UT 84337
 - q. North Park Elementary 50 E 700 N, Tremonton, UT 84337
 - r. Park Valley Elementary and Secondary
 - a. 788 Education Dr., Park Valley, UT 84329
 - s. Snowville Elementary PO Box 669, Snowville, UT 84336
 - t. Three Mile Creek Elementary 2625 S 1050 W, Perry, UT 84302
 - u. Willard Elementary 40 W 50 S, Willard, UT 84340
5. Parents of a minor or a student who is a dependent for tax purposes, the student (if 18 or older), and school officials with legitimate educational interests are the only persons who have general access to a student's records. "School officials with legitimate educational interests" include any employees, agents, or Board Members of the District, or of cooperatives of which the District is a member, or of facilities with which the District contracts for placement of students with disabilities, as well as their attorneys and consultants, who are
- a. working with the student;
 - b. considering disciplinary or academic actions, the student's case, or a student with disabilities' individual education plan;
 - c. compiling statistical data; or

- d. investigating or evaluating programs.
6. Certain other officials from various governmental agencies may have limited access to the records. The District forwards a student's records on request to a school in which a student seeks or intends to enroll without the necessity of the parent's permission. Parental consent is required to release the records to anyone else. When the student reaches eighteen (18) years of age, he or she has the right to consent to release of records transfers to the student.
7. The parent's or student's right of access to, and copies of, student records does not extend to all records. Materials such as, but not limited to, teachers' personal notes on a student that are shared only with a substitute teacher and records on former students do not have to be made available to the parents or students.
8. Students over eighteen (18) and parents of minor students may inspect the student's records and request a correction if the records are inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. If the District refuses the request to amend the records, the requestor has the right to a hearing. If the records are not amended as a result of the hearing, the requestor has 30 school days to exercise the right to place a statement commenting on the information in the student's record. Although improperly recorded grades may be challenged, parents and students are not allowed to contest a student's grade in a course through this process. Parents or students have the right to file a complaint with the U.S. Department of Education if they feel that the District is not in compliance with the law regarding student records.
9. Copies of student records are available at the reasonable current rate per page, payable in advance. Parents may be denied copies of student's records (1) after the student reaches age eighteen (18) and is no longer a dependent for tax purposes; (2) when the student is attending an institution of post-secondary education; or (3) if the parent fails to follow proper procedures and pay the copying charge. If the student qualifies for free or reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of the parent, one copy of the record will be provided at no charge.
10. Certain information about District students is considered directory information. This information will be released to anyone who follows procedures for requesting it, unless the parent objects to the release of any or all directory information about his child. In connection with receiving federal funding, the District is also required by law to provide requesting military recruiters with secondary student names, addresses and telephone numbers unless the parent objects to the release of that information. (The same objection may be used for both general directory information release and

release to military recruiters.) This objection must be made in writing to the principal within ten school days after the issuance of this notice. Directory information includes: a student's name, address, telephone number, date and place of birth, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, awards received in school, and most recent previous school attended.

11. The District's complete policy regarding student records is available from the principal's or Superintendent's office.

[20 U.S.C. § 1232g\(e\)](#)
[Utah Code § 53E-9-202\(2\) \(2019\)](#)
[20 U.S.C. § 7908](#)

POLICY 5224

Non-enrolled District Student's Participation in Extracurricular Activities

A. The following definitions apply for purposes of this policy:

1. "Academic Eligibility Panel" means a three-person panel selected by the Superintendent from nominees submitted by national, state, or regional organizations whose members are home school students and parents. The three panel members will include:
 - a. one member with experience teaching in a public school as a licensed teacher and in home-schooling high school-age students;
 - b. one member with experience teaching in a higher education institution and in-home schooling; and
 - c. one member with experience in home schooling high school-age students.

[Utah Code § 53G-6-703\(10\) \(2023\)](#)

2. "Association" means an organization that governs or regulates a student's participation in an athletic interscholastic activity.

[Utah Code § 53G-6-703\(1\)\(b\) \(2023\)](#)

[Utah Code § 53G-7-1101\(3\) \(2019\)](#)

3. "Extracurricular activity" has the same meaning as set out in [Policy 5230 Student Fees](#).

[Utah Code § 53G-6-703\(1\)\(c\) \(2023\)](#)

[Utah Code § 53G-7-501 \(2020\)](#)

4. "Initial establishment of eligibility requirements" means meeting an association's eligibility requirements, policies, procedures, and transfer rules to participate on a high school sports team as required in grade 9 or 10 when the student is selected for membership on a high school sports team.

[Utah Code § 53G-6-703\(1\)\(d\) \(2023\)](#)

5. “Online education” means the use of information and communication technologies to deliver educational opportunities to a student in a location other than a school.

[Utah Code § 53G-6-705\(1\)\(d\) \(2023\)](#)

6. “Online student” means a student who participates in an online education program sponsored or supported by the State Board of Education, a school district, or a charter school and who generates funding for the school district or school under [Utah Code § 53F-2-102\(4\)](#) and State Board of Education Rules.

[Utah Code § 53G-6-705\(1\)\(e\) \(2023\)](#)

7. “Qualifying online student” means an online student seeking to participate in an extracurricular activity at a district school:
- a. within the attendance boundaries of which the student’s custodial parent resides (and, for interscholastic competition of athletic teams, the student did not have a prior initial establishment of eligibility requirements); or
 - b. from which the on-line student withdrew for the purpose of participating in an on-line education program.

[Utah Code § 53G-6-705\(2\) \(2023\)](#)

8. “Qualifying charter school student” means a charter school student seeking to participate in an extracurricular activity which is not offered at the student’s charter school, at a district school:
- a. within the attendance boundaries of which the student’s custodial parent resides (and, for interscholastic competition of athletic teams, the student did not have a prior initial establishment of eligibility requirements); or
 - b. from which the charter school student withdrew to attend charter school; or
 - c. if the student’s charter school is located on or has Board approval to locate on the campus of that district school; or
 - d. as may be provided for in rules established by the Utah State Board of Education.

[Utah Code § 53G-6-704\(2\), \(3\) \(2023\)](#)

9. “Qualifying private school student” means a private school student who did not have a prior initial establishment of eligibility requirements who is seeking to participate in an extracurricular activity at a district school:
- a. within the attendance boundaries of which the student’s custodial parent resides; or
 - b. from which the private school student withdrew to attend private school.

[Utah Code § 53G-6-703\(2\)\(c\) \(2023\)](#)

10. “Qualifying home school student” means a home school student who did not have a prior initial establishment of eligibility requirements who is seeking to participate in an extracurricular activity at a district school:
- a. within the attendance boundaries of which the student’s custodial parent resides; or
 - b. from which the home school student withdrew to attend home school.

[Utah Code § 53G-6-703\(2\)\(c\) \(2023\)](#)

11. “Qualifying student” means a qualifying home school, private school, charter school, or online student as defined above.
12. “Non-qualifying student” is a student who is not enrolled in a District school who is not a qualifying student as defined above.

B. Qualifying Student Participation in Extracurricular Activities

1. A qualifying student who is not enrolled in a District school is eligible to participate in extracurricular activities.

[Utah Code § 53G-6-703\(2\)\(a\) \(2023\)](#)

[Utah Code § 53G-6-704\(2\) \(2023\)](#)

[Utah Code § 53G-6-705\(2\) \(2023\)](#)

[Utah Admin. Rules R277-494-3 \(October 11, 2023\)](#)

[Utah Admin. Rules R277-494-5 \(October 11, 2023\)](#)

C. Non-Qualifying Student Participation in Extracurricular Activities

1. A school may allow a non-qualifying student to participate in an extracurricular activity that the school sponsors and supports if (a) the student satisfies the general eligibility requirements set forth below and (b) the student meets the open enrollment requirements of [Policy 5010 Admissions Eligibility Requirements](#), subject to the following additional requirements:
 - a. For an interscholastic competition of athletic teams, a private school student, home school student, charter school student, or online student meets the initial establishment of eligibility requirements.
 - b. For an interscholastic contest or competition for music, drama, or forensic groups or teams, the private school student's private school does not offer the activity and the private school meets the entry requirements for participation.
 - c. For an interscholastic contest or competition for music, drama, or forensic groups or teams, the home school student, charter school student, or online student meets the entry requirements for participation.

[Utah Code § 53G-6-703\(2\)\(d\) \(2023\)](#)

[Utah Code § 53G-6-704\(4\) \(2023\)](#)

[Utah Code § 53G-6-705\(3\) \(2023\)](#)

D. Eligibility Requirements for Non-Enrolled Student Participation in Extracurricular Activities

1. Non-enrolled students who are allowed to participate in an extracurricular activity as provided for above shall be subject to all eligibility standards:
 - a. applied to a fully enrolled District school student;
 - b. of the District school where the student participates in an extracurricular activity; and
 - c. for the extracurricular activity in which the student participates.
2. Apart from the basic eligibility requirements outlined above, District schools may not impose additional requirements on non-enrolled students to participate in an extracurricular activity that are not imposed on fully enrolled students at the District school.

[Utah Code § 53G-6-703\(3\)\(a\), \(b\) \(2023\)](#)

[Utah Code § 53G-6-704\(5\), \(6\) \(2023\)](#)

[Utah Code § 53G-6-705\(4\), \(5\) \(2023\)](#)

- E. Specific Eligibility Requirements for Participation in Extracurricular Activities for Home School Students
1. Eligibility requirements based on school attendance are not applicable to a home school student.
 2. A home school student meets academic eligibility requirements to participate in an extracurricular activity if:
 - a. the student is mastering the material in each course or subject being taught; and
 - b. the student is maintaining satisfactory progress towards achievement or promotion.
 3. To establish a home school student's academic eligibility, a parent, teacher, or organization providing instruction to the student shall submit an academic eligibility affidavit to the principal indicating the student meets academic eligibility requirements. Upon submission of this affidavit, a home school student shall:
 - a. be considered to meet academic eligibility requirements; and
 - b. retain academic eligibility for all extracurricular activities during the activity season for which the affidavit is submitted, until:
 - 1) an academic eligibility panel determines the home school student does not meet academic eligibility requirements; or
 - 2) the person who submitted the academic eligibility affidavit provides written notice to the school principal that the student no longer meets academic eligibility requirements.
 4. A home school student who loses academic eligibility pursuant to E.3.2) above may not participate in an extracurricular activity until the person who submitted the affidavit under E.3.2) provides written notice to the school principal that the home school student has reestablished academic eligibility. If a home school student reestablishes academic eligibility as described above, the home school student may participate in extracurricular activities for the remainder of the activity season.

5. A person who has probable cause to believe a home school student does not meet academic eligibility requirements may submit an affidavit to the principal:
 - a. asserting the home student does not meet academic eligibility requirements; and
 - b. providing information indicating that the home school student does not meet the academic eligibility requirements.
6. A principal shall review the affidavit, and if the principal determines it contains information which constitutes probable cause to believe a home school student may not meet academic eligibility requirements, the principal shall request an academic eligibility panel to verify the student's compliance with academic eligibility requirements.
7. The Superintendent shall appoint an academic eligibility panel to verify a home school student's compliance with academic eligibility requirements when requested by a principal. A panel shall:
 - a. review the affidavit and may confer with the person who submitted the affidavit;
 - b. request the home school student to submit test scores or a portfolio of work documenting the student's academic achievement to the panel;
 - c. review the test scores or portfolio of work; and
 - d. determine whether the home school student meets academic eligibility requirements.
8. If the panel determines that the home school student meets academic eligibility requirements, the student will retain academic eligibility for all extracurricular activities during the activity season for which an affidavit was submitted. A panel's determination that a home school student does not comply with academic eligibility requirements is effective for an activity season and all extracurricular activities that have academic eligibility requirements.

[Utah Code § 53G-6-703\(4\) to \(14\) \(2023\)](#)

F. Extracurricular Activities Fees

1. Non-enrolled students who participate in an extracurricular activity at a District school shall pay the same fees as required of fully enrolled District school students to participate in an extracurricular activity.

2. If the District imposes a mandatory student activity fee for a student enrolled in a District school, the fee may be imposed on a non-enrolled student who participates in an extracurricular activity at a District school if the same benefits of paying the mandatory student activity fee that are available to a fully enrolled District school student are available to a non-enrolled student who participates in an extracurricular activity at the District school.

[Utah Code § 53G-6-703\(3\)\(c\) \(2023\)](#)

3. All fees, including school participation fees, student participation fees and activity fees shall be paid prior to student participation. **School participation fees are paid by the charter school or online school to the District school for a student to be able to participate at the District school as provided by Utah State Board of Education rule. Student participation fees are the specific fees charged to all students who participate in the activity.** School fees for non-enrolled students shall be waived by the District if required under Utah law and State Board of Education policy. However, the student's on-line or charter school shall be responsible for payment of **the school participation fee for students qualifying for fee waivers and shall also pay the student participation fee waived fees** to the District.

[Utah Admin. Rules R277-438-4 \(December 8, 2016\)](#)

[Utah Admin. Rules R277-494-2\(8\), \(9\) \(October 11, 2023\)](#)

[Utah Admin. Rules R277-494-3\(7\) \(October 11, 2023\)](#)

POLICY 5229

Evaluation of Interscholastic Athletic Participation

A. Definitions

1. "Interscholastic sport" means an activity in which a student represents the student's school in the sport in competition against another school.
2. "Gender-designated interscholastic sport" means an interscholastic sport that is specifically designated for female or male students.
3. "Title IX" means Title IX of the Education Amendments of 1972, as codified at [20 U.S.C. § 1681 et seq.](#)

[Utah Code § 53G-6-1101 \(2024\)](#)

B. Report on Interscholastic Sports

1. Before the beginning of each academic year, the athletic director or another designated administrator from each school in the District which sponsors or offers an interscholastic sport shall provide the Board of Education with a report regarding the interscholastic sports available at the school, including both gender-designated interscholastic sports and interscholastic sports which are designated as mixed. The report shall include the interscholastic sports designated by the Utah High School Activities Association ("UHSAA") as girls sports, boys sports, and mixed sports, but shall also include any interscholastic sports that are not regulated by UHSAA. The report shall include:
 - a. the number of students participating in each interscholastic sport, categorized by gender;
 - b. the amount of spending that the school devotes to each gender-designated interscholastic sport (in total and on a per-student basis);
 - c. the amount of spending that the school devotes to each interscholastic sport which is not gender-designated (in total and on a per-student basis);

- d. a comparison and evaluation of designated practice and game locations for each interscholastic sport, including comparisons between similar gender-designated interscholastic sports; and
 - e. information regarding the school's efforts to comply with [Utah Code Title 63G, Chapter 31, Part 2, Distinctions on the Basis of Sex](#), and to comply with the Title IX nondiscrimination requirements as those apply to interscholastic sports.
2. If the report data indicate that there is an overall discrepancy in participation of 10% or greater between the school's male-designated interscholastic sports and the school's female-designated interscholastic sports, the report shall also include an action plan developed by the school to address the discrepancy.

[Utah Code § 53G-6-1101\(2\) \(2024\)](#)

[Utah High Schools Activities Association Handbook 2021-2022 pg. 61](#)

C. Board Review of Reports

1. The Board of Education shall review each report it receives from schools on interscholastic athletic sports in a public board meeting.

[Utah Code § 53G-6-1101\(3\) \(2024\)](#)

Policy 5272

Transgender Students

A. Definitions

1. "Sex." This is ~~an individual's biological sex, either male or female, at birth, according to distinct reproductive roles as manifested by: the biological, physical condition of being male or female, determined by an individual's genetics and anatomy at birth.~~
 - a. Sex and reproductive organ anatomy;
 - b. Chromosomal makeup; and
 - c. Endogenous hormone profiles.

[Utah Code § 53E-9-205\(1\)\(d\) \(2023\)](#)

[Utah Code § 68-3-12.5\(33\) \(2024\)](#)

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

[Utah Code § 68-3-12.5\(12\) \(2024\)](#)

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

[Utah Code § 68-3-12.5\(18\) \(2024\)](#)

4. "Gender identity." This is the individual's internal sense of gender, and "identified gender" refers to the gender that matches this internal sense. Gender identity can be shown by information including but not limited to medical history, care or treatment of the gender identity, consistent and uniform assertion of the gender identity, or other evidence that the gender identity is sincerely held, part of a person's core identity, and not being asserted for an improper purpose.

[Utah Code § 53E-9-205\(1\)\(b\) \(2023\)](#)

[Utah Code § 34A-5-102\(1\)\(o\) \(2024\)](#)

5. “Gender expression” means the external cues or indications used to communicate gender to others, such as behavior, clothing, hairstyles, activities, voice, mannerisms, or body characteristics.
6. “Transgender” means that an individual’s sex differs from the individual’s gender identity.
7. “Transgender boy” (or “transgender man”) is an individual whose sex is female but whose gender identity is male.
8. “Transgender girl” (or “transgender woman”) is an individual whose sex is male but whose gender identity is female.

[*In re Childers-Gray, 2021 UT 13, ¶ 5 & n.7, 487 P.3d 96*](#)

B. Records and References

1. The official records of the student shall reflect the student’s legal name and gender, which is the name and gender listed on the student’s birth certificate or as changed by court order. Access to this portion of official student records shall be restricted with respect to persons other than the student’s parent to maintain the confidentiality of a student’s transgender status. Official records which reflect a student’s sex, gender, or gender identity may not be changed to a gender or gender identity which does not conform with the student’s sex without written permission of the student’s parent.

[*Utah Code § 26B-8-111 \(2023\)*](#)

[*Utah Code § 42-1-1 \(1933\)*](#)

[*Utah Code § 53E-9-205 \(2023\)*](#)

2. The unofficial records of the student shall reflect the preferred name and gender identity of the student. Students shall be addressed or referred to by the pronouns associated with the identified gender: transgender boys shall be referred to using “he” “his” and “him” and transgender girls shall be referred to using “she” and “her.” Unofficial records which reflect a student’s sex, gender, or gender identity may not be changed to a gender or gender identity which does not conform with the student’s sex without written permission of the student’s parent.

[*Utah Code § 53E-9-205 \(2023\)*](#)

3. A student’s transgender status shall not be disclosed to individuals other than the student’s parent without the student’s consent except as expressly authorized by the

superintendent following such legal consultation as the superintendent determines is appropriate.

[Utah Code § 53E-9-205 \(2023\)](#)

~~C. Facilities~~

- ~~1. See [Policy 5273 Use of Sex-Designated Facilities.](#)~~

D. Classes and Activities

1. Participation in athletic programs and activities is governed by Policy 5274 Participation in Sex-Designated Athletic Activities and Teams rather than by this policy. When other types of classes or intramural activities are segregated by gender, transgender students are to be grouped according to the student's gender identity. Where students are grouped according to qualities which may have some association with gender (such as vocal quality for singing groups), the pertinent quality shall be evaluated without regard to sex or transgender status. Where school activities involve overnight travel, lodging arrangements for transgender students shall take into consideration the desires of the individual transgender student and of the student's their parents as well as the privacy interests of other students and their parents. If the arrangement desired by the transgender student is in significant conflict with privacy interests of other students, the school administrator should consult with the superintendent and as appropriate with legal counsel.

E. UHSAA Extracurricular Activities

1. Participation by students in activities under the oversight of the Utah High School Activities Association is subject to UHSAA rules and policies. Therefore, participation of transgender students in such activities shall be governed by those rules and policies.

F. Bullying and Harassment

1. [Policy 5270 Student Rights and Responsibilities Bullying, Cyberbullying, Hazing, and Abusive Conduct](#), which prohibits bullying, cyberbullying and harassment regardless of the motivation for such misconduct, applies to prohibit bullying, cyberbullying or harassment of students because of their transgender status or gender expression. When the parent of a transgender student perpetrator is given the required notification of a bullying or harassment incident against a transgender student which is motivated by transgender status or gender expression, care should be taken to

avoid disclosing the student's transgender status to the **perpetrating** student's parents if the student **victim** has not consented to such disclosure.

2. When a student has been bullied, cyberbullied, or harassed because of the student's transgender status or gender expression, consideration should be given to what support, counseling, or other assistance the student may need to prevent such mistreatment from adversely affecting the student's ability to learn and function in the school setting.

Policy 5274

Participation in Sex-Designated Athletic Activities, Programs, and Events

A. Definitions

1. "Sex" means an individual's biological sex, either male or female, at birth, according to distinct reproductive roles as manifested by:
 - a. sex and reproductive organ anatomy
 - b. chromosomal makeup; and
 - c. endogenous hormone profiles.
2. "Female" means the characteristic of an individual whose biological reproductive system is of the general type that functions in a way that could produce ova.
3. "Male" means the characteristic of an individual whose biological reproductive system is of the general type that functions to fertilize the ova of a female.
4. "Co-ed" or "mixed" means that a team is composed of members of both sexes who traditionally compete together.

[Utah Code § 53G-6-901\(1\) \(2022\)](#)

[Utah Code § 68-3-12.5\(12\), \(18\), \(33\) \(2024\)](#)

B. Designation of School Athletic Activities and Teams

1. Each school in the District shall designate each of its school athletic activities and teams as designated for male students, designated for female students, or coed or mixed. In making the designation for activities and teams which are interscholastic activities governed by the Utah High School Activities Association ("UHSAA"), the school shall consider the listing of girls' teams, boys' teams, and mixed teams established by the Association.

[Utah Code § 53G-6-902\(1\)\(a\) \(2022\)](#)

[Utah High Schools Activities Association Handbook 2024-2025 pg. 60](#)

C. Participation in Sex-Designated Athletic Facilities, Programs, and Events

1. A male student is not entitled to and may not access, use or benefit from a school or District athletic facility, program, or event which is designated for females. A female student is not entitled to and may not access, use, or benefit from a school or District athletic facility, program, or event which is designated for males.

[Utah Code § 63G-31-201\(3\)\(b\), \(c\) \(2024\)](#)

POLICY 5360

Suicide Prevention

A. Establishment of Youth Suicide Prevention Program

1. In collaboration with the public education suicide prevention coordinator appointed by the State Board of Education, the District shall implement a youth suicide prevention program for students in elementary and secondary grades. (Elementary grades are kindergarten through grade 5 and grade 6 if the associated middle or junior high school does not include grade 6. Secondary grades are Grades 7 through 12 and grade 6 if a middle or junior high school includes grade 6.) These programs shall consider appropriate coordination with programs for the prevention of bullying and cyber-bullying and for the prevention of underage drinking of alcohol and substance abuse. The programs shall also include provisions to ensure prompt communication with parents in accordance with [Utah Code § 53G-9-604](#). The elementary and secondary programs shall include programs and training to address:
 - a. Life-affirming education, including the concepts of resiliency, healthy habits, self-care, problem-solving, and conflict resolution;
 - b. Methods of strengthening the family; and
 - c. Methods of strengthening a youth's relationships in the school and community.
2. The secondary program shall also include programs and training to address:
 - a. Prevention of youth suicide;
 - b. Decreasing the risk of suicide among youth who are not accepted by family for any reason, including lesbian, gay, bisexual, transgender, or questioning youth, or who suffer from bullying;
 - c. Youth suicide intervention; and
 - d. Postvention for family, students, and faculty;
 - e. Underage drinking of alcohol;

3. In implementing this program and related training, the District shall refer to and as appropriate make use of the model programs developed by the Department of Health and the state suicide prevention coordinator.

[Utah Code § 53G-9-702 \(2023\)](#)

[Utah Admin. Rules R277-620-3\(3\) to \(6\) \(November 7, 2023\)](#)

B. Youth Suicide Prevention Training

1. Each licensed employee of the District shall complete ~~a minimum of two hours of~~ professional development training on youth suicide prevention every three years, using the training materials adopted by the District.

[Utah Code § 53G-9-704 \(2024\)](#)

C. 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 that is sensitive to individual and societal factors that place youth at greater risk for suicide and one which helps to foster positive youth development.

D. 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.

E. Definitions

1. At-risk
 - a. A student who is defined as 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.

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 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

F. 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.

G. 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 ~~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.

3. Youth Suicide Prevention Programming

- a. Developmentally-appropriate, student-centered 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 posted on the school website.

H. 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.
 - 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. 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.
 - d. 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.

I. In-School Suicide Attempts

1. 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. 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.

J. Re-Entry Procedure

1. When the school is aware of a student's return 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.
 - 1) A school counselor or nurse will be identified to coordinate with the student, their parent, and any outside mental health care providers.

- 2) 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.
- 3) 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.

K. Out of School Suicide Attempts

1. 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:
 - 1) Call the police and/or emergency medical services, such as 911
 - 2) Inform the school principal who shall, in turn, inform the parent as described below.
 - 3) In situations where a student is assessed at risk for suicide or has made a suicide attempt:
 - a) the student's parent will be informed as soon as practicable by the principal, designee, or mental health professional.
 - b) 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.
 - c) 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.
 - d) 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. 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.

L. Postvention

1. 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:
 - 1) Verify the death
 - a) 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.

2) 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.

3) 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.

4) 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.

5) 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.

6) 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 and Staff Acknowledgements Due to Death](#).

7) 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.

POLICY 5390

Kindergarten Student Toilet Training

A. Definition of “Toilet Trained”

1. “Toilet trained” means that a child can:
 - a. Communicate the need to use the bathroom to an adult;
 - b. Sit down on a toilet;
 - c. Use the toilet without assistance;
 - d. Undress and dress as necessary; and
 - e. Tend to personal hygienic needs after toileting.
2. If an accident occurs, a toilet trained child can independently tend to hygienic needs and change clothes. A child is not toilet trained if the child has accidents with sufficient frequency to impact the educational experience of the child or the child’s peers, as determined by the District.

[Utah Code § 53G-7-203\(6\) \(2024\)](#)

[Utah Admin. Rules R277-631-2 \(June 7, 2024\)](#)

B. Toilet Training Requirement for Kindergarten Enrollment

1. A student may not be enrolled in kindergarten unless the student is toilet trained or the student’s lack of toilet training results from a condition addressed by an Individualized Education Program (IEP) or Section 504 Plan. Prior to enrollment, the parent of each student to be enrolled shall provide assurance to the District that the student is toilet trained using the Confirmation of Toilet Training form contained in this Policy.

[Utah Code § 53G-7-203\(6\)\(a\), \(d\) \(2024\)](#)

[Utah Admin. Rules R277-631-3\(1\), \(2\) \(June 7, 2024\)](#)

C. Addressing the Needs of Students Who are Not Toilet Trained

1. When a kindergarten student is determined to not be toilet trained, the District shall:

- a. consider whether the student's delay in toileting capability may be a sign of a disability that could impact the student's education and if appropriate shall conduct an initial evaluation under IDEA;
- b. Refer the student and the student's parent to a school social worker or counselor:
 - 1) To provide additional family supports and resources; and
 - 2) To create an individualized plan to address the student's needs;
- c. Establish the circumstances, if appropriate, under which a parent or a parent's adult designee may aid in toilet training; and
- d. Coordinate with appropriate District personnel and parents to reintegrate the student, as appropriate, once the student has become toilet trained.

[Utah Code § 53G-7-203\(6\)\(c\) \(2024\)](#)

[Utah Admin. Rules R277-631-3\(3\) \(June 7, 2024\)](#)

Area and Like Size Superintendent Salary Comparison			
School District	Student		Salary
	Population	Years of Service	
Box Elder	12,572	23	\$ 203,440.00
Cache	20,000	1	\$ 186,500.00
Iron	12,159	7	\$ 199,905.00
Logan	5,394	8	\$ 217,838.00
Millard	3,264	15	\$ 207,300.00
Murray	6,112	7	\$ 224,461.00
Ogden	10,521	3	\$ 223,063.00
Provo	13,956	1	\$ 224,206.00
Tooele	23,119	2	\$ 220,000.00
Uintah	7,004	7	\$ 201,000.00
Weber	29,534	2	\$ 226,825.00

*All salaries are based on 2024 year per Transparent Utah
*Except for Box Elder Superintendent salary, all others are 2-5% higher than stated above per cost of living adjustment for the 2024-2025 school year

Less than BESD
Greater than BESD

Area and Like Size Business Administrator Salary Comparison			
School District	Student		Salary
	Population	Years of Service	
Box Elder	12,572	1	\$ 162,000.00
Cache	20,000	16	\$ 166,600.00
Iron	12,159	5	\$ 166,950.00
Logan	5,394	17	\$ 196,907.00
Millard	3,264	3	\$ 133,005.00
Murray	6,112	30	\$ 207,545.00
Ogden	10,521	37	\$ 200,310.00
Provo	13,956	2	\$ 187,377.00
Tooele	23,119	15	\$ 180,000.00
Uintah	7,004	1	\$ 120,000.00
Weber	29,534	8	\$ 207,423.00

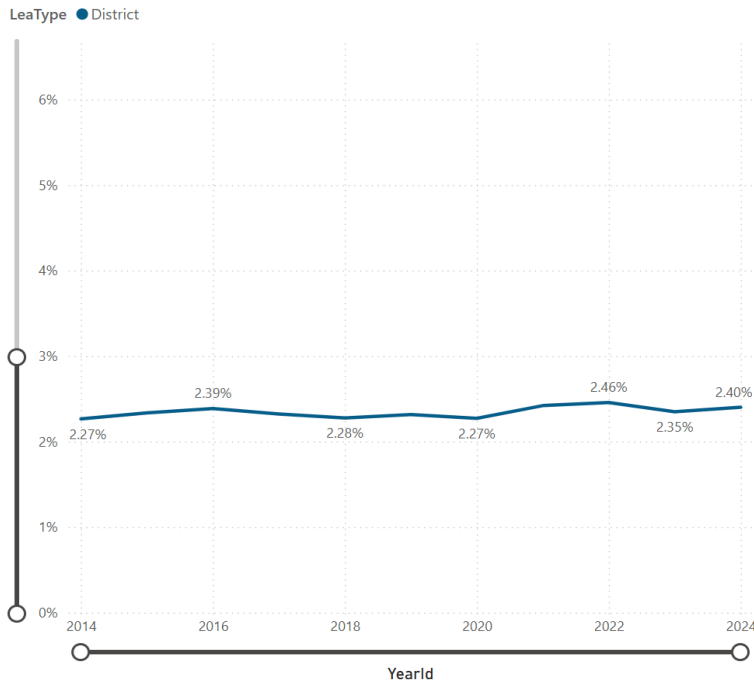
*All salaries are based on 2024 year per Transparent Utah
*Except for Box Elder Business Administrator salary, all others are 2-5% higher than stated above per cost of living adjustment for the 2024-2025 school year

Greater than BESD

2023 Salary at BESD	2024 Salary at Other District
\$ 113,008.00	\$ 137,461.00
\$ 135,056.00	\$ 157,062.00
\$ 137,940.00	\$ 146,342.00

Insurance paid 100% by District
17 few days on contract

What % of Total Expenditures were 25xx?



LeaType	Lea	Central_to_Total
District	Rich District	4.40%
District	Park City District	4.16%
District	Tintic District	4.12%
District	Uintah District	3.99%
District	Garfield District	3.75%
District	Beaver District	3.60%
District	Carbon District	3.54%
District	Canyons District	3.45%
District	Provo District	3.41%
District	North Sanpete District	3.33%
District	Wayne District	3.09%
District	Ogden City District	3.08%
District	Murray District	3.00%
District	Logan City District	2.75%
District	Grand District	2.63%
District	Daggett District	2.61%
District	Sevier District	2.59%
District	South Summit District	2.59%
District	San Juan District	2.56%
District	Salt Lake District	2.49%
District	Granite District	2.42%
District	Davis District	2.38%
District	Morgan District	2.32%
District	Alpine District	2.20%
District	Nebo District	2.20%
District	Weber District	2.10%
District	Jordan District	2.06%
District	Duchesne District	1.97%
District	Wasatch District	1.94%
District	Iron District	1.92%
District	Cache District	1.83%
District	Kane District	1.80%
District	Millard District	1.70%
District	Piute District	1.59%
District	Washington District	1.49%
District	South Sanpete District	1.33%
District	Tooele District	1.27%
District	Emery District	1.19%
District	North Summit District	1.10%
District	Box Elder District	1.08%
District	Juab District	0.92%
Total		2.35%

Teacher Salary Comparisons				
District	Contract Length	Year 1 (BA)	Year 15 (MA)	Year 28 (Doc)
Box Elder	184	\$55,233	\$84,438	\$104,557
Cache	186	\$56,574	\$90,122	\$116,236
Logan	186	\$63,728	\$82,928	\$98,228
Weber	182	\$56,962	\$90,162	\$98,979
Ogden	183.5	\$61,253	\$78,753	\$92,753
Davis	185	\$60,310	\$80,910	\$99,055

Greater than BESD

Admin Salary Comparisons

District	Years	Asst Principal	Elem/Int /Mid Principal	HS Principal	Director	Asst Superintendent
Box Elder	1	\$107,222	\$113,573	\$119,665	(3) \$120,749	(4) \$139,754
	12	\$124,048	\$131,869	\$138,984	\$139,634	\$157,498
	23	\$131,803	\$140,622	\$148,115	\$148,799	\$167,469
Cache	1	\$98,159	\$109,099	\$113,322	\$121,722	\$134,436
	3	\$110,925	\$122,057	\$126,568	\$134,379	\$146,530
	6	130,219	\$141,447	\$146,342	\$153,364	\$164,767
Logan	1	\$118,442	\$132,388	\$146,945	\$144,036	NA
	10	\$131,021	\$144,968	\$159,525	\$156,013	NA
	20	\$144,998	\$158,945	\$173,502	\$170,593	NA
Weber *	1	\$103,082	\$115,452	\$123,700	\$152,562	\$164,932
	4	\$109,135	\$122,269	\$133,570	\$160,562	\$172,932
	8	\$117,795	\$132,024	\$141,496	\$170,000	\$182,932
Ogden	1	\$103,763	\$107,513	\$115,013	\$121,263	\$135,013
	12	\$118,763	\$122,513	\$130,013	\$146,263	\$150,013
	28	\$138,763	\$142,513	\$150,013	\$156,263	\$170,013
Davis	1	\$111,295	\$120,403	\$125,702	?	?
	10	\$133,175	\$143,029	\$148,690	?	?
	20	\$153,796	\$165,173	\$171,710	?	?

* doesn't include additional amount for advanced degrees
Advanced Degrees \$10,000 to \$14,000
Extra Assignments: \$7600 to \$15,000

* doesn't include additional amount for advanced degrees

* doesn't include additional amount for advanced degrees

ESP Salary Comparisons

District	Para	Head ELEM Sec	Head High School Sec	Bus Driver	Head Elem Custodian	Head HS custodian	Unit Manager
Box Elder	\$18.31	\$20.55	\$22.24	\$22.38	\$21.66	\$25.63	\$22.10
Cache	\$15.61	\$21.75	\$21.75	\$24.21	\$24.21	\$26.49	\$21.75
Logan	\$15.72	\$25.63	\$25.63	\$24.21	\$24.40	\$24.40	\$24.40
Weber	\$18.61	\$22.90	\$22.90	\$23.70	\$25.75	\$30.67	\$24.48
Ogden	\$16.91	\$20.55	\$24.90	\$23.00	\$22.66	\$26.24	\$23.80
Davis	\$16.75	\$21.39	\$22.46	\$23.59	\$21.39	\$26.01	\$21.39

**Box Elder School District
Administrators Salary Schedule
2024-2025**

Years	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
1	\$ 107,222	\$113,573	\$119,665	X	X	X
2	\$ 107,222	\$113,573	\$119,665	X	X	X
3	\$ 107,222	\$113,573	\$119,665	\$120,749	\$125,543	X
4	\$ 110,301	\$116,840	\$123,115	\$123,688	\$128,482	\$139,754
5	\$ 113,470	\$120,208	\$126,669	\$127,259	\$132,053	\$143,726
6	\$ 116,734	\$123,674	\$130,331	\$130,937	\$135,731	\$147,820
7	\$ 118,366	\$125,459	\$132,216	\$132,832	\$137,626	\$149,929
8	\$ 119,998	\$127,244	\$134,100	\$134,726	\$139,520	\$152,036
9	\$ 121,086	\$128,470	\$135,395	\$136,027	\$140,821	\$153,450
10	\$ 122,175	\$129,696	\$136,689	\$137,327	\$142,121	\$154,864
11	\$ 123,262	\$130,922	\$137,984	\$138,630	\$143,424	\$156,379
12	\$ 124,048	\$131,869	\$138,984	\$139,634	\$144,428	\$157,498
13	\$ 124,894	\$132,816	\$139,984	\$140,638	\$145,432	\$158,616
14	\$ 125,710	\$133,762	\$140,984	\$141,642	\$146,436	\$159,735
15	\$ 126,526	\$134,710	\$141,984	\$142,647	\$147,441	\$160,853
16	\$ 127,180	\$135,490	\$142,808	\$143,475	\$148,269	\$161,775
17	\$ 127,833	\$136,270	\$143,633	\$144,303	\$149,097	\$162,696
18	\$ 128,486	\$137,050	\$144,457	\$145,131	\$149,925	\$163,618
19	\$ 129,139	\$137,830	\$145,281	\$145,959	\$150,753	\$164,540
20	\$ 129,793	\$138,612	\$146,105	\$146,789	\$151,583	\$165,459
23	\$ 131,803	\$140,622	\$148,115	\$148,799	\$153,593	\$167,469

Contract Days

Position

Activity Supervision Stipend**

Unit 1 (213 days)	Assistant Principals/Special School	High School Princ. AD/Asst. Princ.	9%
Unit 2 (218 days)	Elem, Interm, Middle Principals	High School Asst Princ. /Intern	7%
Unit 3 (223 days)	High School Principals	Alt High/Middle School Admin	2%
Unit 4 (240 days)	Directors	Title I School Admin	1.5%
Unit 5 (240 days)	Executive Directors	Intermediate/Elementary Admin	0.5%
Unit 6 (240 days)	Assistant Superintendents	**Admin in multiple schools receive the higher stipend	

Longevity in District Stipend

20 years = 2%

25 years = 2%

28 years = 2%

Additional for Advance Training

Ed. Specialist Degree 1%

Doctorate 3%

Stipends: based off Unit 1, Step 1

Cache County School District - 2024-25 Administrative Salary Schedule

Step	1	2	3	4	5	6	7	8
1	\$ 83,258	\$ 89,713	\$ 98,159	\$ 104,876	\$ 109,099	\$ 113,322	\$ 121,722	\$ 134,436
2	\$ 88,561	\$ 95,280	\$ 104,494	\$ 111,210	\$ 115,577	\$ 119,946	\$ 128,051	\$ 140,483
3	\$ 93,936	\$ 100,752	\$ 110,925	\$ 117,546	\$ 122,057	\$ 126,568	\$ 134,379	\$ 146,530
4	\$ 99,407	\$ 106,319	\$ 117,356	\$ 123,881	\$ 128,488	\$ 133,096	\$ 140,707	\$ 152,673
5	\$ 104,783	\$ 111,790	\$ 123,787	\$ 130,216	\$ 134,967	\$ 139,718	\$ 147,036	\$ 158,720
6	\$ 110,254	\$ 117,357	\$ 130,219	\$ 136,551	\$ 141,447	\$ 146,342	\$ 153,364	\$ 164,767

* A salary adjustment of \$2,500 is included in this schedule for school administrator positions. To qualify, school admins must have a satisfactory or higher performance rating in their most recent evaluation.

Add-Ons	
MS+60 or Ed Specialty Degree	\$750
Doctorate Degree	\$1,000
High School Asst Principal Activity Stipend	\$5,000
High School Principal Activity Stipend	\$7,000

Longevity Steps	
20 Year Longevity Step	2%
25 Year Longevity Step	2%
28 Year Longevity Step	10%

Lane	Position(s)	Contract Days
1	Elementary School Assistant Principal	210
2	Middle School Assistant Principal	210
3	Elementary School Principal & High School Assistant Principal	215
4	Cache High Principal	225
5	Middle School Principal	225
6	High School Principal & Director	225
7	Executive Director	245
8	Deputy Superintendent & Assistant Superintendent	245

**DAVIS SCHOOL DISTRICT - LEARNING FIRST
SCHOOL ADMINISTRATOR SALARY SCHEDULE
Fiscal Year 2024-2025**

BASE SALARY

Step	Junior High Assistant Principal 257 Days	High School Assistant Principal 257 Days	Elementary Principal 257 Days	Junior High Principal 257 Days	High School Principal 257 Days
1	105,390	111,295	115,291	120,403	125,702
2	107,609	113,571	117,548	122,757	128,155
3	109,871	115,920	119,863	125,166	130,657
4	112,201	118,329	122,242	127,639	133,239
5	114,578	120,784	124,666	130,168	135,876
6	117,335	123,606	127,466	133,045	138,517
7	120,086	126,518	130,406	136,077	141,757
8	121,906	128,369	132,218	137,950	143,329
9	124,653	131,270	135,149	140,986	146,562
10	126,458	133,175	137,075	143,029	148,690
11	128,293	135,106	139,027	145,104	150,844
12	130,153	137,065	141,008	147,206	153,030
13	132,041	139,054	143,016	149,342	155,248
14	133,954	141,070	145,055	151,505	157,499
15	135,896	143,116	147,123	153,703	159,783
16	137,868	145,190	149,220	155,931	162,100
17	139,867	147,295	151,348	158,193	164,452
18	141,893	149,431	153,508	160,487	166,835
19	143,951	151,597	155,698	162,814	169,256
20	146,038	153,796	157,920	165,173	171,710

MISCELLANEOUS STIPENDS:

Night Time Supv	6,314	14,647	4,159	6,314	14,647
------------------------	-------	--------	-------	-------	--------

Education:

MS + 20 Sem hrs (30 Qtr hrs)	1,547	Title I Principal Stipend	2,857
MS + 40 Sem hrs (60 Qtr hrs)	3,090		
MS + 60 Sem hrs (90 Qtr hrs)	3,865		
Doctorate	4,832	Elementary Immersion Principal Stipend	1,919

Leave days:

21 Days of Vacation accrued each year.
Maximum carryforward of 50 Days. Payment for unused vacation days upon retirement or termination is capped at 60 days.

1-Jul-24

Table 2



Logan City School District Administrator Salary Schedule

2024 - 2025

Middle School Assistant Principal District Administrator		Elementary Principal		High School Assistant Principal		Middle School Principal		District Office Director		High School Principal	
Increment	Base Salary	Increment	Base Salary	Increment	Base Salary	Increment	Base Salary	Increment	Base Salary	Increment	Base Salary
A (1)	\$118,442	A (1)	\$123,665	A (1)	\$125,999	A (1)	\$132,388	A (1)	\$144,036	A (1)	\$146,945
B (2)	\$119,840	B (2)	\$125,063	B (2)	\$127,397	B (2)	\$133,786	B (2)	\$145,434	B (2)	\$148,343
C (3)	\$121,237	C (3)	\$126,461	C (3)	\$128,795	C (3)	\$135,184	C (3)	\$146,832	C (3)	\$149,741
D (4)	\$122,635	D (4)	\$127,858	D (4)	\$130,192	D (4)	\$136,582	D (4)	\$148,230	D (4)	\$151,138
E (5)	\$124,033	E (5)	\$129,256	E (5)	\$131,590	E (5)	\$137,979	E (5)	\$149,627	E (5)	\$152,536
F (6)	\$125,430	F (6)	\$130,654	F (6)	\$132,988	F (6)	\$139,377	F (6)	\$151,025	F (6)	\$153,934
G (7)	\$126,828	G (7)	\$132,051	G (7)	\$134,385	G (7)	\$140,775	G (7)	\$152,423	G (7)	\$155,331
H (8)	\$128,226	H (8)	\$133,449	H (8)	\$135,783	H (8)	\$142,172	H (8)	\$153,820	H (8)	\$156,729
I (9)	\$129,623	I (9)	\$134,847	I (9)	\$137,181	I (9)	\$143,570	I (9)	\$155,218	I (9)	\$158,127
J (10)	\$131,021	J (10)	\$136,245	J (10)	\$138,578	J (10)	\$144,968	J (10)	\$156,616	J (10)	\$159,525
K (11)	\$132,419	K (11)	\$137,642	K (11)	\$139,976	K (11)	\$146,365	K (11)	\$158,013	K (11)	\$160,922
L (12)	\$133,817	L (12)	\$139,040	L (12)	\$141,374	L (12)	\$147,763	L (12)	\$159,411	L (12)	\$162,320
M (13)	\$135,214	M (13)	\$140,438	M (13)	\$142,772	M (13)	\$149,161	M (13)	\$160,809	M (13)	\$163,718
N (14)	\$136,612	N (14)	\$141,835	N (14)	\$144,169	N (14)	\$150,559	N (14)	\$162,207	N (14)	\$165,115
O (15)	\$138,010	O (15)	\$143,233	O (15)	\$145,567	O (15)	\$151,956	O (15)	\$163,604	O (15)	\$166,513
P (16)	\$139,407	P (16)	\$144,631	P (16)	\$146,965	P (16)	\$153,354	P (16)	\$165,002	P (16)	\$167,911
Q (17)	\$140,805	Q (17)	\$146,029	Q (17)	\$148,362	Q (17)	\$154,752	Q (17)	\$166,400	Q (17)	\$169,308
R (18)	\$142,203	R (18)	\$147,426	R (18)	\$149,760	R (18)	\$156,149	R (18)	\$167,797	R (18)	\$170,706
S (19)	\$143,601	S (19)	\$148,824	S (19)	\$151,158	S (19)	\$157,547	S (19)	\$169,195	S (19)	\$172,104
T (20)	\$144,998	T (20)	\$150,222	T (20)	\$152,556	T (20)	\$158,945	T (20)	\$170,593	T (20)	\$173,502
Increments continue indefinitely		Increments continue indefinitely		Increments continue indefinitely		Increments continue indefinitely		Increments continue indefinitely		Increments continue indefinitely	

BENEFITS

- Full-time administrators are eligible to enroll in Family Health Insurance. The annual premium of \$15,416 is paid 100% by the District.
- Part-time administrators (75 to 99 percent FTE) are eligible to enroll in Single Health Insurance. The annual premium of \$4,900 is paid 100% by the District.
- Administrators employed less than 75% FTE do not receive insurance benefits.
- Insurance eligible administrators who waive insurance benefits receive a \$1,200 waiver.

BASE CONTRACT / BASE SALARY

- As per Administrator Negotiated Agreement §5-1-1-1:
"Salary differentials negotiated in earlier years (e.g. 1% for Administrators who have worked in Logan City School District for twenty (20) or more years and an additional 3.66% for Administrators after fourteen (14) years verified experience as an Administrator) shall continue."
- As per Administrator Negotiated Agreement §5-1-2:
"Any increment advancement on the Administrator Salary shall be contingent upon an Administrator receiving a satisfactory evaluation."

CONTINUING EDUCATION INCREMENT ADVANCEMENT

(See Administrators Negotiated Agreement §5-3)

Administrators may earn **Continuing Education Increment Advancement** on the Administrator Salary Schedule for additional semester hours of University or College of Higher Education courses and/or Utah State Board of Education approved credit as follows:

- Master's Degree plus 30 Semester Hours** - Earns advancement of two (2) increments.
- Master's Degree plus 60 Semester Hours** - Earns advancement of two (2) additional increments (a total of four (4) additional increments).
- Doctorate Degree** - Earns advancement of two (2) additional increments (a total of six (6) additional increments)

Administrators Salary Schedule 2024-2025	
Level	238 Days
A	\$97,513
B	\$98,763
C	\$100,013
D	\$101,263
E	\$102,513
F	\$103,763
G	\$105,013
H	\$106,263
I	\$107,513
J	\$108,763
K	\$110,013
L	\$111,263
M	\$112,513
N	\$113,763
O	\$115,013
P	\$116,263
Q	\$117,513
R	\$118,763
S	\$120,013
T	\$121,263
U	\$122,513
V	\$123,763
W	\$125,013
X	\$126,263
Y	\$127,513
Z	\$128,763
AA	\$130,013
AB	\$131,263
AC	\$132,513
AD	\$133,763
AE	\$135,013
AF	\$136,263
AG	\$137,513
AH	\$138,763
AI	\$140,013
AJ	\$141,263
AK	\$142,513
AL	\$143,763
AM	\$145,013
AN	\$146,263
AO	\$147,513
AP	\$148,763
AQ	\$150,013
AR	\$151,263
AS	\$152,513
AT	\$153,763
AU	\$155,013
AV	\$156,263
AW	\$157,513
AX	\$158,763
AY	\$160,013
AZ	\$161,263
BA	\$162,513
BB	\$163,763
BC	\$165,013
BD	\$166,263
BE	\$167,513
BF	\$168,763
BG	\$170,013
BH	\$171,263
BI	\$172,513
BJ	\$173,763



Legends	
Position Adjustment	
Supervisor (& Elem Asst)	0 Levels
JHS Asst. Principal	4 Levels
HS Asst. Principal	6 Levels
Elementary Principal	8 Levels
JHS Principal (& GWHS)	9 Levels
Coordinator	12 Levels
HS Prin/Director	15 Levels
Ex. Director	20 Levels
Asst. Superintendent	31 Levels
Education Adjustment	
Masters	0 Levels
Masters + 30 Sem.	1 Level
Masters + 60 Sem.	2 Levels
Ph.D./Ed.D.	3 Levels
Night Activity Adjustment	
Elem Asst. Principal	1.5% of Level Q
Elem Principal / MPHS / District Admins	2% of Level Q
JHS Asst. Principal	6% of Level Q
JHS Principal / GWHS / E&A Supervisor	7% of Level Q
HS Asst. Principal	9% of Level Q
HS Principal	10% of Level Q
Longevity Benefits, Consecutive Years (with Ogdén School District)	
After 3 successful years as an administrator	- 3 levels
After 7 successful years as an administrator	- 3 levels
After 11 successful years as an administrator	- 3 levels

Notes to Salary Schedule:
<p>Educator Salary Adjustment (ESA): Receipt of ESA is dependent on satisfactory employee evaluation in prior year.</p>
<p>Advancement on Salary Schedule: Advancement on this schedule is dependent upon satisfactory performance.</p>
<p>Placement of Beginning Administrators: Beginning Administrators are placed at salary schedule step commensurate with the assigned position as indicated in the Position Adjustment Legend.</p>
<p>Placement of Re-Assigned Administrators: Newly re-assigned administrators steps are increased commensurate with the difference between the current assignment and the new assignment as indicated by the Position Adjustment Legend. Re-assignments to a lower level will follow procedure outlined in Administrative Procedural Manual.</p>
<p>Placement of New Hires with Prior Administrative New Hires with Prior Administrative Experience are placed on the salary schedule as agreed between the employee and the OSD Human Resource Director as per District Policy & Negotiated Agreement.</p>
<p>Education Advancement: Administrators may advance additional levels as per policy for additional education as indicated in the Education Adjustment Legend.</p>
<p>Cost of Living Adjustments: Cost of Living Adjustments calculated based on the mid-point of the salary schedule (Step Q). Dollar difference between steps remains at \$1,250.</p>

7/1/2024

**WEBER SCHOOL DISTRICT
ADMINISTRATORS SALARY SCHEDULE
242 DAYS 2024-2025**



	<u>LANE 1</u>	<u>LANE 2</u>	<u>LANE 3</u>	<u>LANE 4</u>	<u>LANE 5</u>	<u>LANE 6</u>
STEP	HS Principal Asst. Director	Jr High Principal	Elementary Principal	Sr. Asst. Principal	Jr. Asst. Principal	Assist. Elementary Principal
1	123,700	115,452	111,330	107,208	103,082	98,960
2	126,087	117,681	113,481	109,276	105,061	100,859
3	128,534	119,954	115,669	111,384	107,078	102,795
4	131,027	122,269	117,902	113,523	109,135	104,771
5	133,570	124,641	120,177	115,715	111,229	106,783
6	136,163	127,045	122,497	117,946	113,376	108,834
7	138,802	129,511	124,860	120,225	115,566	110,924
8	141,496	132,024	127,272	122,545	117,795	113,064

Additional Amount for Advanced Degrees:

(Percentage of Base Salary)

Doctors	16.76%
Masters +50 Sem	14.64%
Masters +30 Sem	13.93%
Masters	12.62%
< Masters	9.59%

Extra Assignment Adjustment

(Percentage of Base Salary)

Foundation Director	2.00%
Elementary Assistant	8.01%
Elementary Principal	9.26%
Jr High Assistant Principal	10.75%
Jr High Principal	12.42%
High School Assistant Principal	16.02%
High School Principal	17.67%
Director/Supervisor	17.67%
Executive Director	17.67%
Assistant Superintendent	18.43%

Base Salary \$82,466

INDEX FACTOR	<u>LANE 1</u>	<u>LANE 2</u>	<u>LANE 3</u>	<u>LANE 4</u>	<u>LANE 5</u>	<u>LANE 6</u>
	1.5	1.4	1.35	1.30	1.25	1.20

Director = 1.85 Exec. Director = 1.925 Assistant Superintendent = 2.00

This salary schedule is based on the assignment of the employee and specifies a number of contract days. If the Weber School District Board determines it is necessary to reduce the number of contract workdays, then the amount payable to the employees under this schedule will be reduced by the following formula: Daily rate (salary divided by the number of contract days) times the number of reduced contract days.

TENTATIVE MINUTES OF A WORK MEETING
OF THE BOARD OF EDUCATION
BOX ELDER SCHOOL DISTRICT
February 12, 2025

Work Session to review Capital Projects Advisory Committee recommendations, playground usage and Board committee assignments, Box Elder School District, held Wednesday evening February 12, 2025 at 5:30 p.m. at Independent Life Skills Center.

Those in attendance at the meeting included Board President Tiffani Summers, Board Vice President Danielle Wright, Julie Taylor, Bryan Smith, Karen Cronin, Stephanie DeFilippis, and Wade Hyde. Also, present were Superintendent Steve Carlsen, Assistant Superintendents Keith Mecham and Heidi Jo West, Business Administrator Neil Stevens, and Facilities Director Corey Thompson.

TENTATIVE MINUTES OF A WORK MEETING
OF THE BOARD OF EDUCATION
BOX ELDER SCHOOL DISTRICT
February 12, 2025

Tentative minutes of the Regular Session of the Board of Education, Box Elder School District, held Wednesday evening February 12, 2025 at 6:30 p.m. at the Independent Life Skills Center, Box Elder School District.

Those in attendance at the meeting included Board President Board President Tiffani Summers, Board Vice President Danielle Wright, Julie Taylor, Bryan Smith, Karen Cronin, Stephanie DeFilippis, and Wade Hyde. Also present were Superintendent Steve Carlsen, Assistant Superintendents Heidi Jo West and Keith Mecham, IT Director Robert Gordon, and Business Administrator Neil Stevens; members of the press, employees and patrons.

President Tiffani Summers called the meeting to order, welcomed those in attendance and conducted the business of the meeting.

Reverence offered by Bryan Smith, Board Member.

Flag Salute/Pledge of Allegiance by Karen Cronin, Board Member.

Recognitions

Julie Taylor, Board Member

- Presented Reflections Contest winners who received an Award of Excellence for the Box Elder region:

Elias Cable, North Park Elementary – 3D Visual Art
Harriet Nielsen, North Park Elementary – Photography
Karly Esplin, North Park Elementary – Literature
Emiko Holden, North Park Elementary – 3D Visual Part
Mace DeFilippis, Garland Elementary – 2D Visual Art
Bekka Esplin, Garland Elementary – Photography
Jentry McBride, Garland Elementary – Dance Choreography
Audrey Carlson, Fielding Elementary – 2D Visual Art

- Box Elder High School Swim Team, Boys and Girls teams, 5A Region Champions for the 5th year in a row.

Approval of Agenda:

Wade Hyde made the motion to approve the agenda, second by Danielle Wright. The motion passed unanimously.

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

Public Comment:

Alan Norton provided public comment on past seclusionary room practices at District schools.

Action Items:

Information on and Approval of New Courses for CAPS Program

Ben Wiley, CTE Director presented new course for CAPS program

The new course requested is USU ITLS 2500 – Principles of Educational Instruction beginning the 2025-2026 school year.

Karen Cronin made a motion to approve new course for the CAPS program. Bryan Smith seconded the motion. The motion passed unanimously.

Julie Taylor - Yes
Stephanie DeFilippis – Yes
Danielle Wright – Yes
Wade Hyde – Yes

Tiffani Summers – Yes
Bryan Smith – Yes
Karen Cronin – Yes

Approval of FY2026 Capital Improvement Budget

Corey Thompson, Facilities Director presented the capital improvement budget recommendations for FY26.

Danielle Wright motioned to approve the capital improvement budget. Julie Taylor seconded the motion. The motion approved unanimously.

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

Approval of Fees for Pickleball Club

Keith Mecham, Assistant Superintendent of Secondary Teaching & Learning, presented the pickleball club fees.

Wade Hyde motioned to approve the fees for the pickleball club. Bryan Smith seconded the motion. The motion passed unanimously.

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

Amendment to School Land Trust Amendments

Keith Mecham & Heidi Jo West, Assistant Superintendents of Teaching & Learning presented the amendments to the School Land Trust plans.

Karen Cronin motioned to approve the School Land Trust plan amendments. Julie Taylor seconded the motion. The motion passed unanimously.

Julie Taylor - Yes
Stephanie DeFilippis – Yes

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

Closed Session to Discuss the Purchase or Sale of Real Property

Neil Stevens presented the process to declare surplus property and dispose of surplus property.

Karen Cronin made a motion to go into closed session to discuss the sale or purchase of real property. Bryan Smith seconded the motion. The motion passed unanimously.

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

Julie Taylor made a motion to return to regular session. Danielle Wright seconded the motion. The motion passed unanimously.

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

Declare Surplus Property

Karen Cronin made a motion to declare the land parcel in South Willard, on the east side of HWY 89, and the land parcels in Deweyville as surplus. Danielle Wright seconded the motion. The motion passed unanimously.

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

Information Items

Legislative Update

Steve Carlsen, Superintendent, presented an update of proposed legislation affecting the District.

Monthly Financial Report

Neil Stevens, Business Administrator, presented the monthly budget report.

Board Committee Reports

Karen Cronin mentioned that the Boys and Girls Club sponsored the District stem fair. Turnout was great.

Tiffani Summers reported on the Foundation choir concert. The turnout was great.

Policy Review

Policy for Review Only (Approved with Negotiated Agreement)

Policy 3124 Certificated: Retirement

Due to changing legislation, no action taken.

First Reading

Policy 1210 School Closures and Boundary Changes

Policy 2182 School Safety

Policy 5003 Parent Rights to Academic Accommodations

Policy 5005 Safe Schools - Student Discipline/Behavior

Policy 5009 Admissions and Attendance: Kindergarten

Policy 5010 Admissions Eligibility Requirements

Policy 5061 Do Not Resuscitate Directives

Policy 5064 Medical Recommendations by School Personnel to Parents

Policy 5065 Administration of Medication

Policy 5067 Student Asthma Emergency

Policy 5100 Student Records

Policy 5224 Non-enrolled District Student's Participation in Extracurricular Activities

Policy 5229 Evaluation of Interscholastic Athletic Participation

Policy 5272 Transgender Students

Policy 5274 Participation in Sex-Designated Athletic Activities, Programs, and Events

Policy 5360 Suicide Prevention

Policy 5390 Kindergarten Student Toilet Training

Julie Taylor motioned to approve all policies on first reading. Bryan Smith seconded the motion. Motion passed 6-1.

Julie Taylor - Yes

Stephanie DeFilippis – Yes
Danielle Wright – Yes
Wade Hyde – Yes
Tiffani Summers – Yes
Bryan Smith – Yes
Karen Cronin – No

Second Reading

Policy 4068 Special Programs: Alternative Language Program
Policy 4107 Testing Procedures and Standards
Policy 4130 Participation in Online Education
Policy 4170 Participation of Home School, Scholarship, and Private School Students
Statewide Assessments
Policy 6002 Government Data Privacy
Policy 6060 Conduct on School Premises

Karen Cronin made motion to approve the policies on second reading with the change as discussed to Policy 6060. Stephanie DeFilippis seconded the motion. Motion passed unanimously.

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

Board Discussion Items

Change Date of April Board Meeting

The Board will vote to change the April Board Meeting to April 16th in the March Board Meeting.

Board Member Reports

Danielle Wright presented a report on the Golden Spike PTO night, ACYI stem fair and band/orchestra events.

Stephanie DeFilippis presented on Garland, McKinley and North Park events.

USBA Conference Report

Various Board Members presented on their experience at the USBA conference in January.

Consent Items

Approval of minutes of the work and regular meeting held on January 8, 2025.

Approval of Claims

51976,52569-52911, 2011525, 5011025, 7013125, 8013125, 9011725,
9013125,101369-101466,1106064-1106158, 203-224,16800597,16800598, 30403114-
30403134, 30803680-30803726, 40403400-40403410, 40804535-4084664,
70414957,70815015-708151144, 7780613

Personnel Actions

See attachment to agenda.

Karen Cronin motioned to approve the consent items. Wade Hyde seconded the motion. Motion passed unanimously.

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

Suggestions for Future Board Meetings

Various Board Members presented ideas for future board meetings.

Upcoming Events

BEHS Graduation - May 27, 2025 at 6:00 pm at Dee Events Center
BRHS Graduation - May 28, 2025 at 8:00 pm at the BRHS Field
Sunrise Graduation - June 12, 2025 at 6:00 pm at BEHS Gymnasium

Adjournment Does Not Need a Vote

Adjournment

The next meeting of the Board of Education will be held on Wednesday, March 12, 2025, with a Work Session at 5:00 and a Regular Session at 6:30 p.m., at the Independent Life Skills Center, 960 S Main St, Brigham City, Utah.

Work Session

Those in attendance at the meeting included Board President Tiffani Summers, Board Vice President Danielle Wright, Julie Taylor, Bryan Smith, Karen Cronin, Stephanie DeFilippis, and Wade Hyde. Also, present were Superintendent Steve Carlsen, Assistant Superintendents Keith Mecham and Heidi Jo West, Business Administrator Neil Stevens, and Facilities Director Corey Thompson.

The Board discussed building needs for student enrollment growth and how to proceed on planning for high school expansions.

APPROVED: _____

ATTESTED: _____
School Business Administrator

President, Board of Education

Check Register Summary

Batch Year: 25 Bank: All Date Range: 02/01/2025 - 02/28/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00052912	C	02/06/2025	1	BROOKE PERRY	130.00
01	00052913	C	02/06/2025	1	LISA FRANCOM	84.80
01	00052914	C	02/06/2025	1	SAESHA ROBINSON	34.10
01	00052915	C	02/06/2025	812477	ALSCO/AMERICAN LINEN	1,000.84
01	00052916	C	02/06/2025	73369	MACLANE BALLARD	82.88
01	00052917	C	02/06/2025	50237	RACHAEL BARKER	129.00
01	00052918	C	02/06/2025	102956	BEAR RIVER MENTAL HEALTH	78.83
01	00052919	C	02/06/2025	85768	BEAR RIVER SEWER DEPT	255.50
01	00052920	C	02/06/2025	59471	TORIA BIGHAM	204.16
01	00052921	C	02/06/2025	104338	BOX ELDER HIGH SCHOOL	444.37
01	00052922	C	02/06/2025	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	1,482.00
01	00052923	C	02/06/2025	113116	BRYSON SALES & SERVICE	9,483.30
01	00052924	C	02/06/2025	105981	KRISTI N CAPENER	34.96
01	00052925	C	02/06/2025	64017	COPPER CANYON APPAREL	370.50
01	00052926	C	02/06/2025	61190	MADISEN CLARK	268.69
01	00052927	C	02/06/2025	70440	JOSE CONTRERAS	84.00
01	00052928	C	02/06/2025	162470	CRUS OIL INC	4,275.40
01	00052929	C	02/06/2025	59269	CUMMINS SALES AND SERVICE	1,128.50
01	00052930	C	02/06/2025	9717	GLORIA DABB	546.97
01	00052931	C	02/06/2025	9806	LYNDSIE DAINES	440.00
01	00052932	C	02/06/2025	73350	DAR'S WELDING	54.00
01	00052933	C	02/06/2025	38091	DATAIO LLC	10,462.66
01	00052934	C	02/06/2025	62235	DEX IMAGING LLC	289.50
01	00052935	C	02/06/2025	72818	JAYDEN RUSSELL DRAKE	3,000.00
01	00052936	C	02/06/2025	110532	ECOLAB EQUIPMENT CARE	469.53
01	00052937	C	02/06/2025	32263	TIFFANY EDDINGTON	760.03
01	00052938	C	02/06/2025	71668	CHELSEA ESCALANTE	455.07
01	00052939	C	02/06/2025	10049	KELLY ESPLIN	119.88
01	00052940	C	02/06/2025	58955	BECKY EZOLA	598.50
01	00052941	C	02/06/2025	109704	FOLLETT SOFTWARE COMPANY	1,214.16
01	00052942	C	02/06/2025	72826	EMMALEE LOUISE FOLSOM	3,000.00
01	00052943	C	02/06/2025	67407	MALISSA FREEZE	17.94
01	00052944	C	02/06/2025	71048	GEORGE'S POINT S TIRE	2,087.87
01	00052945	C	02/06/2025	324430	GRAYBAR ELECTRIC COMPANY INC	38,983.84
01	00052946	C	02/06/2025	111125	IML SECURITY SUPPLY	1,030.55
01	00052947	C	02/06/2025	455120	JACKS TIRE & OIL INC	7,461.90
01	00052948	C	02/06/2025	35653	KELBIE JACKSON	440.00
01	00052949	C	02/06/2025	67644	MICHELLE JENSEN	793.80
01	00052950	C	02/06/2025	63142	SHAWN JENSEN	136.08
01	00052951	C	02/06/2025	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	25,528.32
01	00052952	C	02/06/2025	73091	RYSON JOHN	3,000.00
01	00052953	C	02/06/2025	107465	KIMBALL MIDWEST	31.90
01	00052954	C	02/06/2025	12696	MHI SERVICE INC	2,930.86
01	00052955	C	02/06/2025	42064	JENNIE MONSEN-HANSEN	608.58
01	00052956	C	02/06/2025	57622	DAVID MORRIS	744.91
01	00052957	C	02/06/2025	66834	MOUNTAIN VALLEY PRINTING	3,620.00
01	00052958	C	02/06/2025	29858	MOUNTAINLAND SUPPLY COMPANY	2,566.74
01	00052959	C	02/06/2025	71331	TASHA NORTON	81.20
01	00052960	C	02/06/2025	111273	NUCO2 LLC	2,833.37
01	00052961	C	02/06/2025	66435	OBSERVERTAB, LLC	9,081.85
01	00052962	C	02/06/2025	49859	JACKSON GROUP PETERBILT, INC.	5,279.63
01	00052963	C	02/06/2025	73075	JENNA CLAIR PARK	3,000.00
01	00052964	C	02/06/2025	700077	PERRY CITY	266.81
01	00052965	C	02/06/2025	72753	AMELIA POTTER	3,000.00
01	00052966	C	02/06/2025	109484	PUBLIC CONSULTING GROUPS INC	5,070.14
01	00052967	C	02/06/2025	35270	CMRS-POC	4,000.00
01	00052968	C	02/06/2025	110840	RUSH TRUCK CENTER OF UTAH	165.00
01	00052969	C	02/06/2025	110789	CORE BUSINESS TECHNOLOGIES (SIP)	39.95
01	00052970	C	02/06/2025	110968	SKY BLUE INDUSTRIES INC	85.78
01	00052971	C	02/06/2025	10731	SMITH'S CUSTOMER CHARGES	60.12
01	00052972	C	02/06/2025	44040	LISA SMITH	423.01
01	00052973	C	02/06/2025	802087	SNOWVILLE WATERWORKS INC	37.00

Check Register Summary

Batch Year: 25 Bank: All Date Range: 02/01/2025 - 02/28/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00052974	C	02/06/2025	110914	SUPERIOR WATER AND AIR INC	35.95
01	00052975	C	02/06/2025	111109	TOM RANDALL DIST	3,368.05
01	00052976	C	02/06/2025	109356	TRANSPORT DIESEL	935.92
01	00052977	C	02/06/2025	72435	TWISTED SUGAR TREMONTON	40.00
01	00052978	C	02/06/2025	41050	UCASE	75.00
01	00052979	C	02/06/2025	875087	UKON WATER CO	4,062.50
01	00052980	C	02/06/2025	511570	UTAH LABOR COMMISSION DIVISION OF	180.00
01	00052981	C	02/06/2025	924155	WASTE MGMT OF UTAH INC	7,407.61
01	00052982	C	02/06/2025	43729	BENJAMIN WILEY	108.00
01	00052983	C	02/06/2025	941217	WILLARD CITY CORP	204.08
01	00052984	C	02/06/2025	11096	WILLIE AUTO PARTS AND SUPPLY	1,637.22
01	00052985	C	02/06/2025	72389	ANGEL ZAMBRANO	107.52
01	00052986	C	02/06/2025	38032	AMAZON CAPITAL SERVICES INC	10,231.44
01	00052987	C	02/06/2025	106497	APPLE STORE	149.00
01	00052988	C	02/06/2025	70343	BLUUM USA, INC	3,876.00
01	00052989	C	02/06/2025	64017	COPPER CANYON APPAREL	135.00
01	00052990	C	02/06/2025	100293	DELL INC	1,710.42
01	00052991	C	02/06/2025	62235	DEX IMAGING LLC	685.62
01	00052992	C	02/06/2025	72656	PNC BANK	161.25
01	00052993	C	02/06/2025	386370	HYKO SUPPLY CO	2,774.70
01	00052994	C	02/06/2025	102697	INTERCONNECT SERVICES INC	1,545.84
01	00052995	C	02/06/2025	106111	INTERMOUNTAIN HOUSE LLC	15,000.00
01	00052996	C	02/06/2025	71919	LUXEDO- DRIVE HOLDINGS, LLC	20,000.00
01	00052997	C	02/06/2025	29858	MOUNTAINLAND SUPPLY COMPANY	9,287.02
01	00052998	C	02/06/2025	633340	OFFICE DEPOT	236.78
01	00052999	C	02/06/2025	699420	PERMA BOUND BOOKS	660.62
01	00053000	C	02/06/2025	709060	PITSCO EDUCATION, LLC	90.49
01	00053001	C	02/06/2025	110417	RESCO	938.40
01	00053002	C	02/06/2025	102477	SCHOOL NURSE SUPPLY	141.90
01	00053003	C	02/06/2025	54313	SCHOOL SPECIALTY, LLC	1,531.72
01	00053004	C	02/06/2025	157371	STAPLES	3,012.46
01	00053005	C	02/06/2025	109355	VOYAGER SOPRIS LEARNING	154.00
01	00053006	C	02/13/2025	1	CHELSEA THOMSON	86.45
01	00053007	C	02/13/2025	59471	TORIA BIGHAM	275.00
01	00053008	C	02/13/2025	108217	BRIGHAM CITY CORPORATION	54,855.37
01	00053009	C	02/13/2025	40363	CIO MEDICAL SERVICES	1,049.00
01	00053010	C	02/13/2025	67105	DEANNA CROCKETT	289.35
01	00053011	C	02/13/2025	14958	CULLIGAN	30.00
01	00053012	C	02/13/2025	8044	THOMAS DAVIDSON	470.00
01	00053013	C	02/13/2025	729332	ECONO WASTE INC	7,536.66
01	00053014	C	02/13/2025	64084	ALDER EDUCATION LAW	1,000.00
01	00053015	C	02/13/2025	8400	COERINA FIFE	314.08
01	00053016	C	02/13/2025	143160	FRONTIER COMMUNICATION	285.18
01	00053017	C	02/13/2025	304217	GARLAND CITY	1,227.00
01	00053018	C	02/13/2025	71048	GEORGE'S POINT S TIRE	1,267.87
01	00053019	C	02/13/2025	109665	A J GILMORE	108.00
01	00053020	C	02/13/2025	59374	JOURNEY GREENWELL	470.00
01	00053021	C	02/13/2025	329727	GROUSE CREEK SOLID WASTE	370.00
01	00053022	C	02/13/2025	110559	HARMONY HOME HEALTH LLC	3,651.82
01	00053023	C	02/13/2025	3514	LARRY HESS	136.25
01	00053024	C	02/13/2025	68080	CHRISTINA HUFF	280.03
01	00053025	C	02/13/2025	50768	INTECH COLLEGIATE HIGH SCHOOL	10,573.25
01	00053026	C	02/13/2025	361	INTERMOUNTAIN HEALTHCARE	401.83
01	00053027	C	02/13/2025	71242	IRON GATE CATERING	1,032.00
01	00053028	C	02/13/2025	14427	JEANNIE JOHNSON	1,204.86
01	00053029	C	02/13/2025	57568	LANGUAGE ACCESS NETWORK LLC	70.55
01	00053030	C	02/13/2025	62588	DIANE LOOKEBILL	80.86
01	00053031	C	02/13/2025	543168	MADDOX RANCH HOUSE	171.37
01	00053032	C	02/13/2025	112083	JACE MCKEE	108.00
01	00053033	C	02/13/2025	22195	BRANDON NELSON	108.00
01	00053034	C	02/13/2025	999008	OPTICARE	2,925.58
01	00053035	C	02/13/2025	21539	PREMIER FOODS	831.47

Check Register Summary

Batch Year: 25 Bank: All Date Range: 02/01/2025 - 02/28/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00053035	CV	02/24/2025	21539	PREMIER FOODS	-831.47
01	00053036	C	02/13/2025	104992	PRINT SHOP	940.00
01	00053037	C	02/13/2025	732367	RAFT RIVER RURAL	2,242.70
01	00053038	C	02/13/2025	110378	JESSE THOMAS ROBERTS	470.00
01	00053039	C	02/13/2025	892645	ROCKY MOUNTAIN POWER	2,087.03
01	00053040	C	02/13/2025	70831	S & D CARWASH MANAGEMENT LLC	215.91
01	00053041	C	02/13/2025	50369	S & P BRAKE SUPPLY, INC	659.40
01	00053042	C	02/13/2025	65919	MEGHAN STANGER	106.00
01	00053043	C	02/13/2025	892916	DGO FUEL NETWORK TEAM	39,079.14
01	00053044	C	02/13/2025	62510	JESSICA WAITE	172.48
01	00053045	C	02/13/2025	100471	WEBER STATE UNIVERSITY	900.00
01	00053046	C	02/13/2025	38032	AMAZON CAPITAL SERVICES INC	8,568.12
01	00053047	C	02/13/2025	110509	AUDIO ENHANCEMENT	1,494.54
01	00053048	C	02/13/2025	101891	BMI ASSOCIATES INC	7,265.00
01	00053049	C	02/13/2025	73016	CANON U.S.A., INC	9,525.00
01	00053050	C	02/13/2025	180241	DEMCO INC	306.06
01	00053051	C	02/13/2025	2941	EASY WAY SAFETY SERVICES INC	935.00
01	00053052	C	02/13/2025	109704	FOLLETT SCHOOL SOLUTIONS	988.07
01	00053053	C	02/13/2025	31534	HOLBROOK SERVCO LP	4,292.52
01	00053054	C	02/13/2025	386370	HYKO SUPPLY CO	895.38
01	00053055	C	02/13/2025	100522	INTERMOUNTAIN FARMERS ASSOC / IFA	711.70
01	00053056	C	02/13/2025	25810	INSTRUCTURE, INC.	150.00
01	00053057	C	02/13/2025	102697	INTERCONNECT SERVICES INC	25,523.47
01	00053058	C	02/13/2025	633340	OFFICE DEPOT	4,888.98
01	00053059	C	02/13/2025	699420	PERMA BOUND BOOKS	587.11
01	00053060	C	02/13/2025	157371	STAPLES	210.90
01	00053061	C	02/13/2025	69078	USA CLEAN BY JON-DON	146.50
01	00053062	C	02/20/2025	1	ALISHA DEAKIN	169.35
01	00053063	C	02/20/2025	1	JERRY HOWE	57.90
01	00053064	C	02/20/2025	6617	ACME WATER CO	120.00
01	00053065	C	02/20/2025	38040	AMERICAN SIGN LANGUAGE COMMUNICATION	140.00
01	00053066	C	02/20/2025	25909	AMERIGAS PROPANE	6,098.57
01	00053067	C	02/20/2025	61450	ANGELA ANDERSON	257.00
01	00053068	C	02/20/2025	8648	JACOB BALLS	705.79
01	00053069	C	02/20/2025	60488	BUNNY BARNETT	190.50
01	00053070	C	02/20/2025	4260	BCI / UTAH BUREAU OF CRIMINAL IDENTIF	1,088.00
01	00053071	C	02/20/2025	85556	BEAR RIVER HEALTH DEPARTMENT	40.00
01	00053072	C	02/20/2025	85738	BEAR RIVER HIGH SCHOOL	8,103.84
01	00053073	C	02/20/2025	70696	CHARITY BECK	275.00
01	00053074	C	02/20/2025	68098	SHARICE BLACKER	123.48
01	00053075	C	02/20/2025	54020	TAWNIE BOWCUTT	257.00
01	00053076	C	02/20/2025	104338	BOX ELDER HIGH SCHOOL	351.48
01	00053077	C	02/20/2025	73016	CANON U.S.A., INC	9,550.22
01	00053078	C	02/20/2025	890740	CENTURYLINK LONG DISTANCE	1.83
01	00053079	C	02/20/2025	107994	CERTIFIED SHRED	141.00
01	00053080	C	02/20/2025	819370	CLASSICAL STRINGS / G WILHELMSSEN	1,825.61
01	00053081	C	02/20/2025	10421	VANICA CRANE	595.94
01	00053082	C	02/20/2025	111191	AARON CRAWFORD	275.00
01	00053083	C	02/20/2025	5720	KAREN CRONIN	92.24
01	00053084	C	02/20/2025	111159	HEATHER DAHLE	190.50
01	00053085	C	02/20/2025	46450	STEPHANIE DEFILIPPIS	93.36
01	00053086	C	02/20/2025	56197	DENTONS DURHAM JONES PINEGAR PC	2,122.00
01	00053087	C	02/20/2025	9814	KIMBERLY DETWILER	190.50
01	00053088	C	02/20/2025	110514	SHAYLYNN EKINS	765.57
01	00053089	C	02/20/2025	69760	LEA FLINDERS	257.00
01	00053090	C	02/20/2025	9547	CINDY FONNESBECK	190.50
01	00053091	C	02/20/2025	61476	HEATHER GODFREY	498.49
01	00053092	C	02/20/2025	106378	GOLDEN SPIKE POWERSPORTS	160.92
01	00053093	C	02/20/2025	111417	ROBBIE GUNTER	414.00
01	00053094	C	02/20/2025	73253	AUBREY HAMMOND	257.00
01	00053095	C	02/20/2025	62600	VARINIA HILL	334.38
01	00053096	C	02/20/2025	385620	WADE H HYDE	46.84

Check Register Summary

Batch Year: 25 Bank: All Date Range: 02/01/2025 - 02/28/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00053097	C	02/20/2025	66737	INSTITUTIONAL COMPLIANCE SOLUTIONS	5,250.00
01	00053098	C	02/20/2025	33715	APRIL JARDINE	190.50
01	00053099	C	02/20/2025	8745	BECKY JENSEN	190.50
01	00053100	C	02/20/2025	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	22,366.97
01	00053101	C	02/20/2025	73504	EASTON JOHNSON	93.36
01	00053102	C	02/20/2025	73334	JAMIE KELLER	257.00
01	00053103	C	02/20/2025	21733	HALLIE KUNZLER	61.00
01	00053104	C	02/20/2025	72958	TRISTIN LARSEN	190.50
01	00053105	C	02/20/2025	73326	CAROL LARSON	257.00
01	00053106	C	02/20/2025	58246	LINDE GAS & EQUIPMENT INC	3,721.98
01	00053107	C	02/20/2025	73202	JENNY MARBLE	190.50
01	00053108	C	02/20/2025	110561	MAXIM HEALTHCARE SERVICES INC	763.99
01	00053109	C	02/20/2025	8141	TRAVIS MUMFORD	414.00
01	00053110	C	02/20/2025	73237	KALLIE NEAL	190.50
01	00053111	C	02/20/2025	110444	ASHLEE NELSON	300.00
01	00053112	C	02/20/2025	72966	NICOLE NELSON	190.50
01	00053113	C	02/20/2025	73407	CANDICE NICHOLS	257.00
01	00053114	C	02/20/2025	39403	SHAUNIE OWEN	190.50
01	00053115	C	02/20/2025	892645	ROCKY MOUNTAIN POWER	39,076.65
01	00053116	C	02/20/2025	60020	RON KELLER TIRE INC	5,307.16
01	00053117	C	02/20/2025	105663	LANEA NOELLE SADLER	257.00
01	00053118	C	02/20/2025	51292	DJ SAVAGE	414.00
01	00053119	C	02/20/2025	66036	MALORIE SERDAR	257.00
01	00053120	C	02/20/2025	42935	DAVID SHAFFER	225.00
01	00053121	C	02/20/2025	73210	BRINDY SHUMAN	190.50
01	00053121	CV	02/27/2025	73210	BRINDY SHUMAN	-190.50
01	00053122	C	02/20/2025	109260	BRYAN SMITH	93.36
01	00053123	C	02/20/2025	65986	JESSICA STRATFORD	190.50
01	00053124	C	02/20/2025	110408	AMY JO SUMMERS	190.50
01	00053125	C	02/20/2025	32549	TIFFANI SUMMERS	46.84
01	00053126	C	02/20/2025	40517	JULIE TAYLOR	93.36
01	00053127	C	02/20/2025	9890	KAYLEY THROOP	190.50
01	00053128	C	02/20/2025	852617	TREMONTON CITY CORP	819.44
01	00053129	C	02/20/2025	64602	TRUCK PRO4	750.86
01	00053130	C	02/20/2025	52795	LAURA TURESON	190.50
01	00053131	C	02/20/2025	863345	UASBO/UTAH ASSOCIATION OF SCHO	500.00
01	00053132	C	02/20/2025	866716	UCI ACCOUNTS RECEIVABLE	63.80
01	00053133	C	02/20/2025	73490	SCOTT WALKER	414.00
01	00053134	C	02/20/2025	73229	KORTNEY WEATHERSBY	190.50
01	00053135	C	02/20/2025	48178	HEIDI JO WEST	355.25
01	00053136	C	02/20/2025	13765	MINDY WHITE	300.00
01	00053137	C	02/20/2025	63924	DANIELLE WRIGHT	93.36
01	00053138	C	02/20/2025	70467	ALYSON YEATES	190.50
01	00053139	C	02/20/2025	38032	AMAZON CAPITAL SERVICES INC	8,753.57
01	00053140	C	02/20/2025	106497	APPLE STORE	3,097.00
01	00053141	C	02/20/2025	70343	BLUUM USA, INC	2,220.00
01	00053142	C	02/20/2025	107981	BOUND TO STAY BOUND BOOKS INC	23.78
01	00053143	C	02/20/2025	47937	BOYLE APPLIANCE LLC	1,638.00
01	00053144	C	02/20/2025	72680	BRIGHAM CITY OUTDOORS	944.20
01	00053145	C	02/20/2025	51055	BULK BOOKSTORE	1,996.52
01	00053146	C	02/20/2025	73016	CANON U.S.A., INC	859.00
01	00053147	C	02/20/2025	386370	HYKO SUPPLY CO	2,132.05
01	00053148	C	02/20/2025	100522	INTERMOUNTAIN FARMERS ASSOC / IFA	325.85
01	00053149	C	02/20/2025	633340	OFFICE DEPOT	780.26
01	00053150	C	02/20/2025	110417	RESCO	4,573.00
01	00053151	C	02/20/2025	73148	SNORKL, INC	2,000.00
01	00053152	C	02/20/2025	72150	SPANISH CUENTOS	209.90
01	00053153	C	02/20/2025	157371	STAPLES	4,622.71
01	00053154	C	02/20/2025	39900	VALLEY IMPLEMENT & MOTOR CO INC	426.19
01	00053155	C	02/26/2025	72737	AMERITAS LIFE INSURANCE CORP	3,707.15
01	00053156	C	02/26/2025	999027	B E SCHOOL BOARD FUND	70.00
01	00053157	C	02/26/2025	999024	BOSTON MUTUAL LIFE INS CO - W	501.35

Check Register Summary

Batch Year: 25 Bank: All Date Range: 02/01/2025 - 02/28/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	00053158	C	02/26/2025	999055	BOX ELDER FOUNDATION	213.00
01	00053159	C	02/26/2025	999023	BOX ELDER SCHOOL DISTRICT	100.00
01	00053160	C	02/26/2025	999033	BUREAU CHILD SUPPORT SERV	1,353.00
01	00053161	C	02/26/2025	65781	DELTA DENTAL INSURANCE COMPANY	33,336.55
01	00053162	C	02/26/2025	999021	ELEVATE CREDIT UNION	7,000.00
01	00053163	C	02/26/2025	999019	EMI HEALTH	389.20
01	00053164	C	02/26/2025	999017	GLOBE LIFE INSURANCE CO	69.12
01	00053165	C	02/26/2025	999035	HORACE MANN INSURANCE COMPANY	32,448.68
01	00053166	C	02/26/2025	51080	IDAHO DIV OF MANAGEMENT/CHILD SUPPORT	451.00
01	00053167	C	02/26/2025	5851	JOHNSON MARK ATTORNEYS LLC	1,037.56
01	00053168	C	02/26/2025	999111	MEADE RECOVERY SERVICES LLC	1,580.65
01	00053169	C	02/26/2025	999084	NATIONAL BENEFITS SERVICES LLC	10,857.29
01	00053170	C	02/26/2025	999081	NATIONAL BENEFITS SERVICES LLC	8,649.84
01	00053171	C	02/26/2025	999079	PEHP	767,096.84
01	00053172	C	02/26/2025	999032	PRE-PAID LEGAL SERVICES	1,353.80
01	00053173	C	02/26/2025	999018	THE HARTFORD	21,099.22
01	00053174	C	02/26/2025	999012	UESP	200.00
01	00053175	C	02/26/2025	999007	UTAH EDUCATION ASSOCIATION	5,768.72
01	00053176	C	02/26/2025	999025	UTAH SCHOOL EMPLOYEES ASSOCIATION	7,225.72
01	00053177	C	02/26/2025	999004	UTAH STATE TAX COMMISSION	353.68
01	00053178	C	02/26/2025	999003	UTAH STATE TAX COMMISSION	249,038.80
01	00053179	C	02/26/2025	999004	UTAH STATE TAX COMMISSION	341.60
01	00053180	C	02/26/2025	71110	VOYA FINANCIAL	8,633.84
01	00053181	C	02/27/2025	1	MARTINE RIGBY	99.00
01	00053182	C	02/27/2025	100913	BORDER STATES INDUSTRIES, INC	7,051.42
01	00053183	C	02/27/2025	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	805.00
01	00053184	C	02/27/2025	890740	CENTURYLINK	389.78
01	00053185	C	02/27/2025	73474	CLARKES MARKET	285.78
01	00053186	C	02/27/2025	62596	KELLY COPPIETERS	303.93
01	00053187	C	02/27/2025	18813	AARON DOOLEY	414.00
01	00053188	C	02/27/2025	60313	DUO GROUP LLC	1,500.00
01	00053189	C	02/27/2025	107136	ERS HEATING & COOLING	15,628.01
01	00053190	C	02/27/2025	55557	ELIZABETH FERTIG	439.47
01	00053191	C	02/27/2025	56693	AMY FRANDBEN	1,150.00
01	00053192	C	02/27/2025	72761	LYNETTE HALTINER	307.55
01	00053193	C	02/27/2025	49026	IVY LANE PEDATRICS	25,717.17
01	00053194	C	02/27/2025	63908	TAYLOR JACKSON	554.37
01	00053195	C	02/27/2025	100774	JEPPSEN DISTRIBUTING/JEFF JEPPSEN	12,567.99
01	00053196	C	02/27/2025	71544	JOHNSON CONTROLS INC	990,250.76
01	00053197	C	02/27/2025	111807	JAMIE KENT	387.00
01	00053198	C	02/27/2025	9970	COLLEEN LAMBRIGHT	502.27
01	00053199	C	02/27/2025	110561	MAXIM HEALTHCARE SERVICES INC	1,553.61
01	00053200	C	02/27/2025	66435	OBSERVETAB, LLC	5,328.01
01	00053201	C	02/27/2025	21539	PREMIER FOODS	669.32
01	00053202	C	02/27/2025	70513	AUSTIN STOREY	489.96
01	00053203	C	02/27/2025	25836	KRIS THOMPSON	225.00
01	00053204	C	02/27/2025	102558	UTAH DEPARTMENT OF HEALTH	56,152.88
01	00053205	C	02/27/2025	24580	VERIZON WIRELESS	5,345.88
01	00053206	C	02/27/2025	38032	AMAZON CAPITAL SERVICES INC	10,377.11
01	00053207	C	02/27/2025	51055	BULK BOOKSTORE	591.40
01	00053208	C	02/27/2025	103155	EAI EDUCATION	447.11
01	00053209	C	02/27/2025	72656	PNC BANK	381.58
01	00053210	C	02/27/2025	109704	FOLLETT SCHOOL SOLUTIONS	445.74
01	00053211	C	02/27/2025	386370	HYKO SUPPLY CO	1,757.14
01	00053212	C	02/27/2025	100550	JOSTENS INC	12.90
01	00053213	C	02/27/2025	21296	LINCOLN ELECTRIC CO	999.38
01	00053214	C	02/27/2025	633340	OFFICE DEPOT	4,642.75
01	00053215	C	02/27/2025	664141	OTC BRANDS	382.52
01	00053216	C	02/27/2025	104992	PRINT SHOP	260.00
01	00053217	C	02/27/2025	157371	STAPLES	732.28
01	00053218	C	02/27/2025	106181	UEN/UTAH EDUCATION NETWORK	4,639.89
01	02021925	M	02/18/2025	109177	UTAH DEPARTMENT OF WORKFORCE SERVICES	3,443.70

Check Register Summary

Batch Year: 25 Bank: All Date Range: 02/01/2025 - 02/28/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
01	05021025	M	02/10/2025	888540	US BANK	164,324.16
01	07022825	M	02/26/2025	999070	HEALTH EQUITY INC	155,087.45
01	08022825	M	02/26/2025	999005	UTAH STATE RETIREMENT FUND	1,533,360.91
01	09022025	M	02/26/2025	999140	BANK OF UTAH	207,596.59
01	09022825	M	02/26/2025	999140	BANK OF UTAH	1,322,538.00
Total Bank: 01						\$6,317,497.26
02	00101467	C	02/06/2025	38032	AMAZON CAPITAL SERVICES INC	284.87
02	00101468	C	02/06/2025	104321	BOX ELDER SCHOOL DISTRICT	200.00
02	00101469	C	02/13/2025	14575	AIRMOTIVE SERVICE	1,120.00
02	00101470	C	02/13/2025	38032	AMAZON CAPITAL SERVICES INC	211.72
02	00101471	C	02/13/2025	104321	BOX ELDER SCHOOL DISTRICT	60,000.00
02	00101472	C	02/13/2025	35505	SAMUEL TSUGAWA	1,500.00
02	00101473	C	02/20/2025	38032	AMAZON CAPITAL SERVICES INC	502.05
02	00101474	C	02/27/2025	104321	BOX ELDER SCHOOL DISTRICT	16,402.00
Total Bank: 02						\$80,220.64
11	01106159	A	02/06/2025	101520	BELL JANITORIAL	263.58
11	01106160	A	02/06/2025	102177	BRADY INDUSTRIES LLC	436.43
11	01106161	A	02/06/2025	106437	CARSON ELEVATOR CO INC	342.20
11	01106162	A	02/06/2025	134250	CEM SALES & SERVICE	1,139.28
11	01106163	A	02/06/2025	53473	CHARLIE'S PRODUCE	3,133.97
11	01106164	A	02/06/2025	60500	DOABLE WELLNESS	7,750.00
11	01106165	A	02/06/2025	728870	ENBRIDGE GAS UTAH	63,509.04
11	01106166	A	02/06/2025	322776	GRAINGERS INC	70.10
11	01106167	A	02/06/2025	27243	KELLY SERVICES INC	34,006.80
11	01106168	A	02/06/2025	59129	DESI LARSEN	820.26
11	01106169	A	02/06/2025	111457	KEITH MECHAM	84.00
11	01106170	A	02/06/2025	43982	MIKE MOORE	645.54
11	01106171	A	02/06/2025	108310	RANDY RASMUSSEN	108.00
11	01106172	A	02/06/2025	100590	WAXIE SANITARY SUPPLY	530.78
11	01106173	A	02/13/2025	54828	MCKENZIE ANDERSON	36.00
11	01106174	A	02/13/2025	29785	HENRY BAKER	94.00
11	01106175	A	02/13/2025	101520	BELL JANITORIAL	6,566.09
11	01106176	A	02/13/2025	64467	DAVE BINGHAM	83.00
11	01106177	A	02/13/2025	48011	GAILE BINGHAM	126.20
11	01106178	A	02/13/2025	60933	MICHAEL BIRD	49.00
11	01106179	A	02/13/2025	107376	KAYLENE BOND	39.60
11	01106180	A	02/13/2025	49476	MICHAEL BOWEN	36.00
11	01106181	A	02/13/2025	18384	CRISTINA BRADSHAW	39.60
11	01106182	A	02/13/2025	39616	JOHN BRYAN	47.00
11	01106183	A	02/13/2025	70939	CAMFIL USA, INC	3,230.22
11	01106184	A	02/13/2025	31380	JOSE M CEDILLO	223.00
11	01106185	A	02/13/2025	134250	CEM SALES & SERVICE	99.83
11	01106186	A	02/13/2025	103095	KISHA C COLLOM	39.60
11	01106187	A	02/13/2025	108521	MELANIE CROUCH	37.80
11	01106188	A	02/13/2025	66265	CURTIS EGBERT	26.00
11	01106189	A	02/13/2025	728870	ENBRIDGE GAS UTAH	16,795.95
11	01106190	A	02/13/2025	58335	KARLENE FARLEY	47.00
11	01106191	A	02/13/2025	106815	MAILEE FORREST	154.00
11	01106192	A	02/13/2025	108590	CINDY GIBBS	39.60
11	01106193	A	02/13/2025	36706	MONICA GROVER	65.60
11	01106194	A	02/13/2025	56480	ANDRIA HANSEN	75.60
11	01106195	A	02/13/2025	40320	JACINDA HEYDER	180.60
11	01106196	A	02/13/2025	110864	JEFF HUNT	65.00
11	01106197	A	02/13/2025	69850	ARDELL JENKS	47.00
11	01106198	A	02/13/2025	56669	SHEA L JENSEN	39.60
11	01106199	A	02/13/2025	43346	JOHN JOHNSON	39.60
11	01106200	A	02/13/2025	110088	MICHAEL JOHNSON	39.60
11	01106201	A	02/13/2025	68640	BRIANNA JONES	75.60
11	01106202	A	02/13/2025	35289	NELDON KAPP	39.60
11	01106203	A	02/13/2025	27243	KELLY SERVICES INC	39,603.20
11	01106204	A	02/13/2025	52493	ROBERT KENNER	63.60
11	01106205	A	02/13/2025	493170	STEVEN G KIMBER	39.60

Check Register Summary

Batch Year: 25 Bank: All Date Range: 02/01/2025 - 02/28/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
11	01106206	A	02/13/2025	21610	STEVE LEGGETT	52.60
11	01106207	A	02/13/2025	72842	MONTANAELA LOFTISS	329.00
11	01106208	A	02/13/2025	72486	CORY LOPEZ	52.60
11	01106209	A	02/13/2025	29777	JAMES O MAY	61.20
11	01106210	A	02/13/2025	49999	BILLY MCFARLAND	117.00
11	01106211	A	02/13/2025	10936	JONI MITCHELL	62.60
11	01106212	A	02/13/2025	25640	RAMONA MORA	62.60
11	01106213	A	02/13/2025	67032	GARY MORTENSEN	93.00
11	01106214	A	02/13/2025	54356	MARISSA NELSON	132.60
11	01106215	A	02/13/2025	21962	MARK NELSON	62.60
11	01106216	A	02/13/2025	35718	O C TANNER RECOGNITION COMPANY	271.53
11	01106217	A	02/13/2025	23817	CYNTHIA A PAGE	39.60
11	01106218	A	02/13/2025	69418	SHANE PAGE	39.60
11	01106219	A	02/13/2025	71439	PILOT THOMAS LOGISTICS, LLC	19,954.37
11	01106220	A	02/13/2025	112077	BOB PROFAIZER	39.60
11	01106221	A	02/13/2025	55930	MCKELLEN RADER	50.80
11	01106222	A	02/13/2025	45349	LADAWN RICHINS	46.00
11	01106223	A	02/13/2025	777230	JAY DEE SCOTT	39.60
11	01106224	A	02/13/2025	58858	ANNA SHERMAN	254.40
11	01106225	A	02/13/2025	63304	KAYLEE SILVESTER	39.60
11	01106226	A	02/13/2025	58866	RACHEL SMITH	94.00
11	01106227	A	02/13/2025	69876	MARTIN SOHOLT	86.60
11	01106228	A	02/13/2025	102033	SCOTT STAHELI	69.71
11	01106229	A	02/13/2025	54976	BRIAN STOERING	39.60
11	01106230	A	02/13/2025	12688	SYSCO	249,742.30
11	01106231	A	02/13/2025	59706	TRINI TRACY	62.00
11	01106232	A	02/13/2025	852290	SANDIE TRAPP	216.60
11	01106233	A	02/13/2025	922060	CALVIN K WARD	39.60
11	01106234	A	02/13/2025	34509	SHARA LEE WARD	39.60
11	01106235	A	02/13/2025	100590	WAXIE SANITARY SUPPLY	5,390.36
11	01106236	A	02/13/2025	28150	KARIE WEAVER	75.60
11	01106237	A	02/13/2025	40002	MAURY WHEATLEY	135.60
11	01106238	A	02/13/2025	69442	TRINA WINNINGHAM	249.00
11	01106239	A	02/20/2025	6319	MEGAN BUSHNELL	300.00
11	01106240	A	02/20/2025	134250	CEM SALES & SERVICE	2,808.24
11	01106241	A	02/20/2025	53473	CHARLIE'S PRODUCE	2,151.74
11	01106242	A	02/20/2025	110876	CAROL DITTLI	414.00
11	01106243	A	02/20/2025	107656	DWA CONSTRUCTION INC	38,006.67
11	01106244	A	02/20/2025	728870	ENBRIDGE GAS UTAH	34,752.69
11	01106245	A	02/20/2025	67059	TRENA GREGORY	49.28
11	01106246	A	02/20/2025	61530	INTELEPEER CLOUD COMMUNICATIONS, LLC	4,217.94
11	01106247	A	02/20/2025	65846	PIPER ROPER	61.00
11	01106248	A	02/27/2025	102177	BRADY INDUSTRIES LLC	922.84
11	01106249	A	02/27/2025	70939	CAMFIL USA, INC	4,078.90
11	01106250	A	02/27/2025	66958	CDW GOVERNMENT, LLC	8,860.00
11	01106251	A	02/27/2025	53473	CHARLIE'S PRODUCE	1,342.39
11	01106252	A	02/27/2025	27243	KELLY SERVICES INC	78,404.00
11	01106253	A	02/27/2025	803050	SHI INTERNATIONAL CORP	1,461.66
11	01106254	A	02/27/2025	100590	WAXIE SANITARY SUPPLY	5,948.06
Total Bank: 11						\$642,844.55

Check Register Summary

Batch Year: 25 Bank: All Date Range: 02/01/2025 - 02/28/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
15	00000225	C	02/04/2025	1	SHAMRA NIELSEN	15.00
15	00000226	C	02/04/2025	45500	BOX ELDER SCHOOL DISTRICT	255.42
15	00000227	C	02/04/2025	104335	BOX ELDER SCH DIST FOUNDATION	60.00
15	00000228	C	02/04/2025	73342	SHUTTERFLY LIFETOUCH, LLC ACCTS RECV	1,665.25
15	00000229	C	02/04/2025	38032	AMAZON CAPITAL SERVICES INC	492.21
15	00000230	C	02/04/2025	180241	DEMCO INC	394.54
15	00000231	C	02/07/2025	769715	SAM'S CLUB BUSINESS PAYMENTS	46.84
15	00000232	C	02/11/2025	1	TRACY GRAY	19.00
15	00000233	C	02/11/2025	45500	BOX ELDER SCHOOL DISTRICT	247.50
15	00000234	C	02/11/2025	489240	KENTS MARKET PL/TREMONTON	207.83
15	00000235	C	02/11/2025	39861	LOOSE IN THE LAB INC	450.00
15	00000236	C	02/11/2025	38032	AMAZON CAPITAL SERVICES INC	128.58
15	00000237	C	02/18/2025	104335	BOX ELDER SCH DIST FOUNDATION	60.00
15	00000238	C	02/18/2025	104321	BOX ELDER SCHOOL DISTRICT	151.92
15	00000239	C	02/18/2025	14958	CULLIGAN	139.95
15	00000240	C	02/18/2025	489250	KENTS MARKET PL/BRIGHAM	114.44
15	00000241	C	02/18/2025	489240	KENTS MARKET PL/TREMONTON	141.83
15	00000242	C	02/18/2025	110914	SUPERIOR WATER AND AIR INC	30.00
15	00000243	C	02/18/2025	38032	AMAZON CAPITAL SERVICES INC	56.81
15	00000244	C	02/25/2025	45500	BOX ELDER SCHOOL DISTRICT	129.81
15	00000245	C	02/25/2025	9164	VICKIE BURT	36.00
15	00000246	C	02/25/2025	38032	AMAZON CAPITAL SERVICES INC	392.78
Total Bank: 15						\$5,235.71
29	16800599	C	02/21/2025	45934	KUNZLER CATERING	72.00
29	16800600	C	02/21/2025	104321	BOX ELDER SCHOOL DISTRICT	1,154.00
Total Bank: 29						\$1,226.00
33	30403135	C	02/05/2025	38032	AMAZON CAPITAL SERVICES INC	3,886.10
33	30403136	C	02/05/2025	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	1,191.50
33	30403137	C	02/05/2025	489240	KENTS MARKET PL/TREMONTON	766.06
33	30403138	C	02/11/2025	1	EMILY BECK	22.00
33	30403139	C	02/11/2025	1	FRANCISCA MUNGUIA	50.00
33	30403140	C	02/11/2025	1	NICOLE MCLAIN	50.00
33	30403141	C	02/11/2025	38032	AMAZON CAPITAL SERVICES INC	877.08
33	30403142	C	02/11/2025	106895	BADGER SCREEN PRINTING CO	1,732.30
33	30403143	C	02/11/2025	104321	BOX ELDER SCHOOL DISTRICT	878.71
33	30403144	C	02/11/2025	769715	SAM'S CLUB BUSINESS PAYMENTS	559.11
33	30403144	CV	02/11/2025	769715	SAM'S CLUB BUSINESS PAYMENTS	-559.11
33	30403145	C	02/11/2025	769715	SAM'S CLUB BUSINESS PAYMENTS	367.99
33	30403146	C	02/21/2025	1	NICOLE RICHARDS	156.35
33	30403147	C	02/21/2025	38032	AMAZON CAPITAL SERVICES INC	2,322.89
33	30403148	C	02/21/2025	45500	BOX ELDER SCHOOL DISTRICT	43.27
33	30403149	C	02/21/2025	104321	BOX ELDER SCHOOL DISTRICT	525.67
33	30403150	C	02/21/2025	67326	PIZZA PLUS OF TREMONTON	29.97
33	30403151	C	02/26/2025	38032	AMAZON CAPITAL SERVICES INC	1,199.99
33	30403152	C	02/26/2025	158220	COVER UP	483.00
33	30403153	C	02/26/2025	103737	VERNIER SOFTWARE & TECHNOLOGY	1,395.00
Total Bank: 33						\$15,977.88

Check Register Summary

Batch Year: 25 Bank: All Date Range: 02/01/2025 - 02/28/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
34	30803727	C	02/05/2025	104321	BOX ELDER SCHOOL DISTRICT	13,000.00
34	30803728	C	02/10/2025	38032	AMAZON CAPITAL SERVICES INC	1,640.34
34	30803729	C	02/10/2025	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	100.00
34	30803730	C	02/10/2025	633340	OFFICE DEPOT	226.40
34	30803731	C	02/14/2025	38032	AMAZON CAPITAL SERVICES INC	639.94
34	30803732	C	02/14/2025	45500	BOX ELDER SCHOOL DISTRICT	43.27
34	30803733	C	02/14/2025	104321	BOX ELDER SCHOOL DISTRICT	464.10
34	30803734	C	02/14/2025	111635	BRIDGERLAND BAND INSTRUMENT REPAIR	120.00
34	30803735	C	02/14/2025	71242	IRON GATE CATERING	876.00
34	30803736	C	02/14/2025	11711	SOUTHWEST STRINGS	1,268.37
34	30803737	C	02/21/2025	38032	AMAZON CAPITAL SERVICES INC	232.60
34	30803738	C	02/21/2025	71242	IRON GATE CATERING	876.00
34	30803739	C	02/21/2025	57223	SCHOOL CHECK IN / NAVIGATE 360	316.06
34	30803740	C	02/21/2025	18830	PERFECT STIX LLC	842.85
34	30803741	C	02/21/2025	822122	SUMMERHAYS MUSIC CENTER	66.09
Total Bank: 34						\$20,712.02
35	40403411	C	02/07/2025	327480	GREER'S HARDWARE	125.92
35	40403412	C	02/07/2025	489240	KENTS MARKET PL/TREMONTON	874.43
35	40403413	C	02/07/2025	110914	SUPERIOR WATER AND AIR INC	39.95
35	40403414	C	02/18/2025	104321	BOX ELDER SCHOOL DISTRICT	1,070.57
35	40403415	C	02/24/2025	104321	BOX ELDER SCHOOL DISTRICT	15.96
35	40403416	C	02/25/2025	891181	USU DEPT OF MUSIC	100.00
Total Bank: 35						\$2,226.83
36	40804665	C	02/06/2025	1	SENIOLIN WELSON	39.19
36	40804666	C	02/06/2025	112046	ACE HARDWARE - BRIGHAM	171.30
36	40804667	C	02/06/2025	38032	AMAZON CAPITAL SERVICES INC	2,449.43
36	40804668	C	02/06/2025	104338	BOX ELDER HIGH SCHOOL	1,402.80
36	40804669	C	02/06/2025	104348	BOX ELDER MIDDLE SCHOOL	16.00
36	40804670	C	02/06/2025	104321	BOX ELDER SCHOOL DISTRICT	270.59
36	40804671	C	02/06/2025	51063	SHRED IT STERICYCLE, INC	110.68
36	40804672	C	02/06/2025	10731	SMITH'S CUSTOMER CHARGES	44.22
36	40804673	C	02/06/2025	5908	WALMART COMMUNITY	977.56
36	40804674	C	02/06/2025	924370	WATKINS PRINTING	35.70
36	40804675	C	02/14/2025	104321	BOX ELDER SCHOOL DISTRICT	4,443.84
36	40804676	C	02/14/2025	38032	AMAZON CAPITAL SERVICES INC	9,057.35
36	40804677	C	02/14/2025	45500	BOX ELDER SCHOOL DISTRICT	43.27
36	40804678	C	02/14/2025	104321	BOX ELDER SCHOOL DISTRICT	88.76
36	40804679	C	02/14/2025	70416	BRAND-CO CUSTOM APPAREL LLC	109.58
36	40804680	C	02/14/2025	778870	GOPHER SPORT	659.71
36	40804681	C	02/14/2025	25810	INSTRUCTURE, INC.	150.00
36	40804682	C	02/14/2025	104992	PRINT SHOP	248.34
36	40804683	C	02/19/2025	38032	AMAZON CAPITAL SERVICES INC	1,987.76
36	40804684	C	02/19/2025	489250	KENTS MARKET PL/BRIGHAM	843.33
36	40804685	C	02/21/2025	1643	ALLENS CERAMICS	43.20
36	40804686	C	02/21/2025	104348	BOX ELDER MIDDLE SCHOOL	25.00
Total Bank: 36						\$23,217.61
37	70415030	CV	02/03/2025	6890	FBLA - PBL	-17.00
37	70415065	C	02/04/2025	64564	ADRENALINE	2,940.00
37	70415066	C	02/04/2025	72427	BEAR RIVER FLORAL	332.30
37	70415067	C	02/04/2025	104321	BOX ELDER SCHOOL DISTRICT	2,000.00
37	70415068	C	02/04/2025	31658	BSN SPORTS	27,101.04
37	70415069	C	02/04/2025	73270	COMFORT INN BALLARD	561.21
37	70415070	C	02/04/2025	7803	DANNY ESPLIN	165.00
37	70415071	C	02/04/2025	33790	HENRY SCHEIN INC	1,185.74
37	70415072	C	02/04/2025	100522	INTERMOUNTAIN FARMERS ASSOC / IFA	27.96
37	70415073	C	02/04/2025	489240	KENTS MARKET PL/TREMONTON	4,344.74
37	70415074	C	02/04/2025	15415	TANDY LEATHER FACTORY 157	363.88
37	70415075	C	02/04/2025	72435	TWISTED SUGAR TREMONTON	991.00
37	70415076	C	02/04/2025	21814	UHSBCA	115.00
37	70415077	C	02/04/2025	104321	BOX ELDER SCHOOL DISTRICT	3,238.00
37	70415078	C	02/06/2025	1	ISAIAH SPARKS	50.00

Check Register Summary

Batch Year: 25 Bank: All Date Range: 02/01/2025 - 02/28/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
37	70415079	C	02/06/2025	38032	AMAZON CAPITAL SERVICES INC	1,554.76
37	70415080	C	02/06/2025	543168	MADDOX RANCH HOUSE	400.00
37	70415081	C	02/06/2025	67474	MVP SPORTS INC	445.98
37	70415082	C	02/06/2025	973	GINGER ROSE	60.00
37	70415083	C	02/06/2025	769715	SAM'S CLUB BUSINESS PAYMENTS	1,751.50
37	70415084	C	02/06/2025	73385	UMANI CUCINA	524.00
37	70415085	C	02/06/2025	59293	UTAH COUNCIL OF TEACHERS OF ENGLISH	511.00
37	70415086	C	02/11/2025	1	WESTERN CANADA HIGH SCHOOL	345.00
37	70415087	C	02/11/2025	1724	ACE HARDWARE TREMONTON	87.95
37	70415088	C	02/11/2025	106055	BLICK ART MATERIALS	69.30
37	70415089	C	02/11/2025	104321	BOX ELDER SCHOOL DISTRICT	17,010.52
37	70415090	C	02/11/2025	327480	GREER'S HARDWARE	64.81
37	70415091	C	02/11/2025	109962	MUSIC & ARTS	536.35
37	70415092	C	02/11/2025	58033	HOLIDAY INN EXPRESS OF OREM	1,749.60
37	70415093	C	02/11/2025	69248	HORSEPOWER FARM	2,200.00
37	70415094	C	02/11/2025	109248	J W PEPPER MUSIC	1,025.24
37	70415095	C	02/11/2025	64750	KENZSEWS	1,101.00
37	70415096	C	02/11/2025	66834	MOUNTAIN VALLEY PRINTING	2,302.50
37	70415097	C	02/11/2025	15164	MOUNTAIN VIEW HIGH SCHOOL	380.00
37	70415098	C	02/11/2025	67326	PIZZA PLUS OF TREMONTON	4,088.77
37	70415099	C	02/11/2025	15180	CHRIS REES	1,731.98
37	70415100	C	02/11/2025	28967	ROBOTICS ED & COMPETITION FOUNDATION	300.00
37	70415101	C	02/18/2025	33596	PAUNI ISLAND GRILL LLC	1,100.00
37	70415102	C	02/18/2025	67121	TROY MECHAM	150.00
37	70415103	C	02/20/2025	1	KAYTEE JENSEN	35.89
37	70415104	C	02/20/2025	71218	7TH SOUTH DESIGNS, LLC	711.00
37	70415105	C	02/20/2025	38032	AMAZON CAPITAL SERVICES INC	1,284.80
37	70415106	C	02/20/2025	68764	BEARDED LUMBERJACK, LLC	250.00
37	70415107	C	02/20/2025	19003	TORY BIRKINSHAW	159.26
37	70415108	C	02/20/2025	70610	CACHE SPORTS THERAPY, LLC	1,000.00
37	70415109	C	02/20/2025	16209	CAST IRON CATERING COMPANY	2,735.00
37	70415110	C	02/20/2025	40363	CIO MEDICAL SERVICES	620.00
37	70415111	C	02/20/2025	4456	GOLDEN SPIKE ELECTRIC	3,092.10
37	70415112	C	02/20/2025	57959	TRISTON HARTFIEL	1,250.00
37	70415113	C	02/20/2025	7854	MATTHEW HYDE	160.16
37	70415114	C	02/20/2025	63908	TAYLOR JACKSON	846.72
37	70415115	C	02/20/2025	64823	JO AND JAX LLC	1,695.75
37	70415116	C	02/20/2025	49581	ANNA JORGENSON	72.95
37	70415117	C	02/20/2025	108289	DAVID LEE	130.75
37	70415118	C	02/20/2025	72338	MIC'D UP, LLC	250.00
37	70415119	C	02/20/2025	66834	MOUNTAIN VALLEY PRINTING	5,525.00
37	70415120	C	02/20/2025	4901	NASSP	385.00
37	70415121	C	02/20/2025	28967	ROBOTICS ED & COMPETITION FOUNDATION	1,950.00
37	70415122	C	02/20/2025	68918	SAN DIABLO ARTISAN CHURROS	1,000.00
37	70415123	C	02/20/2025	73512	STACEY HANSEN PHOTOGRAPHY	660.00
37	70415124	C	02/20/2025	110914	SUPERIOR WATER AND AIR INC	40.00
37	70415125	C	02/20/2025	7536	GAME ONE	265.07
37	70415126	C	02/20/2025	891181	UTAH STATE UNIVERSITY	425.00
37	70415127	C	02/20/2025	16535	VEX ROBOTICS	1,806.90
37	70415128	C	02/20/2025	58351	WE HELP TWO	596.25
37	70415129	C	02/25/2025	1	DESILEE SMITH	135.00
37	70415130	C	02/25/2025	64459	AU CONCEPTS & DESIGNS, LLC	2,556.50
37	70415131	C	02/25/2025	45500	BOX ELDER SCHOOL DISTRICT	43.27
37	70415132	C	02/25/2025	61808	BOUNCE AROUND	280.00
37	70415133	C	02/25/2025	104321	BOX ELDER SCHOOL DISTRICT	5,035.94
37	70415134	C	02/25/2025	104321	BOX ELDER SCHOOL DISTRICT	43,704.44
37	70415135	C	02/25/2025	31658	BSN SPORTS	3,204.96
37	70415136	C	02/25/2025	73539	KRISTINE CHRISTOPHERSEN	63.00
37	70415137	C	02/25/2025	31267	HAMPTON INN LAYTON	524.60
37	70415138	C	02/25/2025	44172	NORCO INC	1,061.26
37	70415139	C	02/25/2025	67776	SO SIMPLY SWEET CO	170.00
37	70415140	C	02/25/2025	157371	STAPLES	645.88

Check Register Summary

Batch Year: 25 Bank: All Date Range: 02/01/2025 - 02/28/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
37	70415141	C	02/25/2025	55522	MELANIE STEEN	1,740.00
37	70415142	C	02/25/2025	111790	SUNSTONE POTTERY	3,797.44
37	70415143	C	02/25/2025	100686	UHSAA / UTAH HIGH SCHOOL ACT ASSOC	1,115.00
37	70415144	C	02/27/2025	38032	AMAZON CAPITAL SERVICES INC	1,592.68
37	70415145	C	02/27/2025	67121	TROY MECHAM	85.00
37	70415146	C	02/27/2025	107102	BEAR RIVER BOWLING CENTER / THE GRILL	926.00
37	70415147	C	02/27/2025	85738	BEAR RIVER HIGH SCHOOL	81.50
37	70415148	C	02/27/2025	50920	TRIBAL WEST LACROSSE	519.49
37	70415149	C	02/27/2025	68900	TRIPLE C PRODUCTIONS	1,200.00
37	70415150	C	02/27/2025	5908	WALMART COMMUNITY	921.51
37	70415151	C	02/27/2025	32824	YES PRINT COPY N MORE, LLC	15.00
37	70415152	C	02/28/2025	109476	UTAH FCCLA	650.00
Total Bank: 37						\$179,905.20
38	70814678	CV	02/06/2025	1	MAXWELL AND TYELA LARSON	-100.00
38	70814958	CV	02/21/2025	1	LETICIA ROMERO	-116.00
38	70815136	CV	02/13/2025	14583	CASTLE MANOR LLC	-300.00
38	70815145	C	02/04/2025	38032	AMAZON CAPITAL SERVICES INC	1,206.12
38	70815146	C	02/04/2025	31658	BSN SPORTS	3,339.46
38	70815147	C	02/04/2025	64017	COPPER CANYON APPAREL	2,078.10
38	70815148	C	02/04/2025	72478	DESERT PEAKS PROMO	9,835.00
38	70815149	C	02/04/2025	109248	J W PEPPER MUSIC	51.80
38	70815150	C	02/04/2025	25119	SIZZLING PLATTER	505.18
38	70815151	C	02/04/2025	10731	SMITH'S CUSTOMER CHARGES	481.31
38	70815152	C	02/04/2025	804825	SUNRISE HIGH SCHOOL	935.96
38	70815153	C	02/04/2025	64122	TRU BY HILTON-LEHI	3,082.82
38	70815154	C	02/04/2025	100686	UHSAA / UTAH HIGH SCHOOL ACT ASSOC	338.00
38	70815155	C	02/04/2025	7536	GAME ONE	668.85
38	70815156	C	02/04/2025	104321	BOX ELDER SCHOOL DISTRICT	78.17
38	70815157	C	02/14/2025	1	JESSICA MATTHES	68.95
38	70815158	C	02/14/2025	1	MAXWELL AND TYELA LARSON	100.00
38	70815159	C	02/14/2025	1	TAMERA ROCHELL	54.78
38	70815160	C	02/14/2025	112046	ACE HARDWARE - BRIGHAM	7.88
38	70815161	C	02/14/2025	38032	AMAZON CAPITAL SERVICES INC	1,574.84
38	70815162	C	02/14/2025	108543	B & H PHOTO VIDEO	996.76
38	70815163	C	02/14/2025	45500	BOX ELDER SCHOOL DISTRICT	433.27
38	70815164	C	02/14/2025	104321	BOX ELDER SCHOOL DISTRICT	301.77
38	70815165	C	02/14/2025	104321	BOX ELDER SCHOOL DISTRICT	5,160.90
38	70815166	C	02/14/2025	73415	BRYCE CLEMENTS COACHING, LLC	800.00
38	70815167	C	02/14/2025	31658	BSN SPORTS	1,076.64
38	70815168	C	02/14/2025	14583	CASTLE MANOR LLC	300.00
38	70815169	C	02/14/2025	158220	COVER UP	512.82
38	70815170	C	02/14/2025	102017	DAVIS HIGH SCHOOL	28.00
38	70815171	C	02/14/2025	59897	AARON FINDLAY	150.00
38	70815172	C	02/14/2025	4839	INTSEL STEEL WEST LLC	1,250.98
38	70815173	C	02/14/2025	109248	J W PEPPER MUSIC	538.22
38	70815174	C	02/14/2025	25119	SIZZLING PLATTER	139.80
38	70815175	C	02/14/2025	4880	WURTH LOUIS & COMPANY	211.47
38	70815176	C	02/14/2025	110154	MEDCO SCHOOL	195.78
38	70815177	C	02/14/2025	4987	PICTURELINE INC	167.20
38	70815178	C	02/14/2025	73180	RJ PERFORMANCE GROUP	800.00
38	70815179	C	02/14/2025	13021	ROGUE FITNESS	5,343.17
38	70815180	C	02/14/2025	5045	RSM FOOD SERVICE	1,154.80
38	70815181	C	02/14/2025	5355	WHIPPLE SOUND LLC	1,860.00
38	70815182	C	02/20/2025	104321	BOX ELDER SCHOOL DISTRICT	21,860.74
38	70815183	C	02/26/2025	1	ABRAM WANNER	20.00
38	70815184	C	02/26/2025	1	JENN SHAW	165.00
38	70815185	C	02/26/2025	1	LETICIA ROMERO	116.00
38	70815185	CV	02/27/2025	1	LETICIA ROMERO	-116.00
38	70815186	C	02/26/2025	112046	ACE HARDWARE - BRIGHAM	180.57
38	70815187	C	02/26/2025	4529	AFFILIATED METALS	529.60
38	70815188	C	02/26/2025	38032	AMAZON CAPITAL SERVICES INC	2,422.15
38	70815189	C	02/26/2025	53457	BLACK STITCH LLC	1,385.00

Check Register Summary

Batch Year: 25 Bank: All Date Range: 02/01/2025 - 02/28/2025

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
38	70815190	C	02/26/2025	104348	BOX ELDER MIDDLE SCHOOL	75.00
38	70815191	C	02/26/2025	104321	BOX ELDER SCHOOL DISTRICT	83.22
38	70815192	C	02/26/2025	31658	BSN SPORTS	18,671.82
38	70815193	C	02/26/2025	230	CAROLINA BIOLOGICAL	20.52
38	70815194	C	02/26/2025	40363	CIO MEDICAL SERVICES	1,122.00
38	70815195	C	02/26/2025	69388	CROWN TROPHY & AWARDS, LLC	227.91
38	70815196	C	02/26/2025	286060	FLINN SCIENTIFIC	427.53
38	70815197	C	02/26/2025	31267	HAMPTON INN LAYTON	3,259.26
38	70815198	C	02/26/2025	69396	IMPACT CANOPIES USA	1,704.29
38	70815199	C	02/26/2025	109248	J W PEPPER MUSIC	75.00
38	70815200	C	02/26/2025	69256	JFS WHOLESAL	205.00
38	70815201	C	02/26/2025	58246	LINDE GAS & EQUIPMENT INC	158.43
38	70815202	C	02/26/2025	25119	SIZZLING PLATTER	19.66
38	70815203	C	02/26/2025	29084	MAKE A WISH FOUNDATION OF UTAH	11,760.80
38	70815204	C	02/26/2025	4901	NASSP	385.00
38	70815205	C	02/26/2025	4960	OLD GRIST MILL BREAD	403.33
38	70815206	C	02/26/2025	71757	REBEL ATHLETIC INC	2,867.01
38	70815207	C	02/26/2025	73458	CALEB SAUNDERS	250.00
38	70815208	C	02/26/2025	63568	SHEA'S CHIC LLC	2,444.00
38	70815209	C	02/26/2025	830461	TACO TIME/BRIGHAM	288.75
38	70815210	C	02/26/2025	47686	TNT ENGRAVING	359.00
38	70815211	C	02/26/2025	73466	TRAVIS DENNY MEDIA, LLC	650.00
38	70815212	C	02/26/2025	100686	UHSAA / UTAH HIGH SCHOOL ACT ASSOC	1,295.00
38	70815213	C	02/26/2025	20494	UTAH HOSA	4,250.00
38	70815214	C	02/26/2025	5908	WALMART COMMUNITY	2,316.82
38	70815215	C	02/26/2025	73440	WHITE ROCK RENTAL	100.00
38	70815216	C	02/26/2025	110141	SCOTT G WOOD	250.00
Total Bank: 38						\$125,545.21
39	77800614	C	02/13/2025	45500	BOX ELDER SCHOOL DISTRICT	43.27
39	77800615	C	02/13/2025	104321	BOX ELDER SCHOOL DISTRICT	352.44
Total Bank: 39						\$395.71

Total Computer Checks:	\$3,388,039.34
Total Manual Checks:	\$3,386,350.81
Total ACH Checks:	\$642,844.55
Total Other Checks:	\$0.00
Total Electronic Checks:	\$0.00
Total Computer Voids:	-\$2,230.08
Total Manual Voids:	\$0.00
Total ACH Voids:	\$0.00
Total Other Voids:	\$0.00
Total Electronic Voids:	\$0.00
Grand Total:	\$7,415,004.62
Number of Checks:	673

Batch Year	Batch	Amount
25	000549	-100.00
25	001098	-116.00
25	001272	2,165.42
25	001322	2,578.69
25	001347	-17.00
25	001371	820.24
25	001372	484.87
25	001404	-300.00
25	001405	117,084.74
25	001406	69,934.34
25	001407	105,931.86
25	001408	71,722.55
25	001409	46.84

Check Register Summary

Batch Year: 25 Bank: All Date Range: 02/01/2025 - 02/28/2025

Batch Year	Batch	Amount
25	001410	1,995.67
25	001411	886.75
25	001434	22,522.60
25	001437	40,127.87
25	001440	3,238.00
25	001441	78.17
25	001444	13,000.00
25	001447	5,843.66
25	001457	5,517.47
25	001465	5,297.24
25	001469	1,040.30
25	001485	113,392.57
25	001486	327,235.53
25	001487	27,561.58
25	001488	82,380.37
25	001489	502.05
25	001490	62,831.72
25	001491	924.33
25	001492	128.58
25	001494	1,966.74
25	001501	3,610.09
25	001504	32,993.02
25	001506	367.99
25	001519	395.71
25	001526	23,228.03
25	001528	67,365.28
25	001529	74,768.78
25	001530	24,522.98
25	001531	39,766.17
25	001532	38,006.67
25	001533	638.14
25	001534	56.81
25	001544	4,443.84
25	001550	3,411.68
25	001552	10,357.01
25	001563	1,100.00
25	001566	1,070.57
25	001569	150.00
25	001573	2,831.09
25	001584	26,947.60
25	001585	21,860.74
25	001588	68.20
25	001589	3,078.15
25	001590	72.00
25	001591	1,154.00
25	001592	2,333.60
25	001604	1,172,621.45
25	001605	5,735.66
25	001606	29,507.44
25	001607	41,455.77
25	001609	16,402.00
25	001610	165.81
25	001611	392.78
25	001615	164,324.16
25	001617	15.96
25	001637	58,371.67
25	001638	64,077.29
25	001642	4,381,459.56
25	001646	100.00
25	001648	3,077.99
25	001653	5,341.18
25	001666	650.00

For March 12, 2025 Board Meeting

Leaving the District

<i>Site</i>	<i>Employee</i>	<i>Position</i>	<i>Reason</i>
North Park	Cynthia Bradwisch	5th Grade Teacher	Resigned

Suggestions for Future Board Meetings

April 9, 2025 – (tentative)

- ESP Recognitions – Coerina Fife
- First Public Comment on School Fees
- College and Career Readiness Counseling Program (CCRCP) Approval – Ben Wiley
- ACT Data – Jeff Morris
- Child Nutrition Report – Neil Stevens
- Energy Report – Mike Clark
- Policy Review
- Board Graduation Assignments

May 14, 2025 – (tentative)

- Retirement Recognitions – Coerina Fife
- Administrative Association Recognitions - BEAA
- Second Public Comment on School Fees
- Approval of School Fees – Keith Mecham
- Approval of School Land Trust Plans –Keith Mecham and Heidi Jo West
- Approval of TSSA Plans – Keith Mecham and Heidi Jo West
- Approval of PBS (HB 58) Plans – Megan Bushnell
- Approval of 2023-2024 Board Meeting Calendar – Steve Carlsen
- Policy Review

June 11, 2024 – (tentative)

- Budget Hearing – Neil Stevens
- Approval of Budget – Neil Stevens
- Approval of 2023-24 Tax Rates – Neil Stevens
- Approval of Internal and Independent Auditors – Neil Stevens
- MBA Meeting – Neil Stevens
- Pick-up Contributions for Members of Contributory Retirement System – Coerina Fife
- Tentative Ratification of Negotiated Agreement with BEAA – Coerina Fife
- Tentative Ratification of Negotiated Agreement with BEEA – Coerina Fife
- Tentative Ratification of Negotiated Agreement with BEESPA – Coerina Fife
- Declaration of Open Enrollment Schools – Coerina Fife
- Policy Review
- Sunrise High School Schedule Discussion

July 9, 2025 – (tentative)

- Approval of Sex Education Committee – Keith Mecham
- 2023-24 TSSA Plan Results – Keith Mecham and Heidi Jo West
- Bullying Report

August 13, 2025 – (tentative)

- Approval of Early Literacy Plan – Heidi Jo West
- Approval of Sex Education Committee – Keith Mecham
- AP Results – Jeff Morris
- Transportation Routing Software, Fuel Costs, Field Trip Issues – Jason Sparks
- Policy Review

September 10, 2025 – (tentative)

- Walmart Grants Presentation
- Nucor Grants Presentation
- Swearing in of Student Board Member – Neil Stevens
- Policy Review

October 15, 2025 – (tentative)

- Walmart Grants Presentation
- October 1 Enrollment Report – Coerina Fife
- Exemption from Compulsory Attendance (Home School) – Steve Carlsen
- Approval of PBS Plans – Megan Bushnell
- RISE and Utah Aspire Plus Data – Jeff Morris
- Policy Review

November 12, 2025 – (tentative)

- Policy Review
- Complete MBA

December 10, 2025 – (tentative)

- Meeting with Legislators
- Approval of New Courses – Keith Mecham
- Audit Report – Neil Stevens
- Policy Review

January 14, 2026 – (tentative)

- Approval of 2-year contract for Business Administrator
- First Public Comment on School Fees
- School Fees – Keith Mecham (Information Item)
- Review of Policies 1034 Board of Education Code of Conduct and 1035 Board Member Ethics
- Policy 1036 Conflict of Interest – complete form
- Foundation Report – Matt Nelson
- AAPPL Data – Jeff Morris
- Policy Review
- Elect New Board President and Vice President
- Policy 1080 Board Committees - Committee Assignments

- Building and Ground Rental and Supervision Policies – Neil Stevens

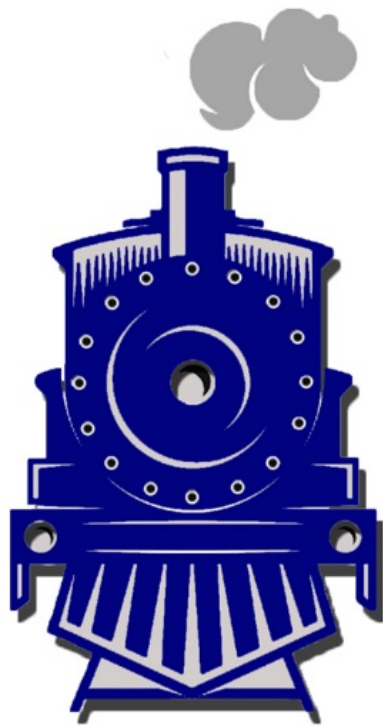
February 11, 2026 – (tentative)

- Approval of Human Sexuality Curriculum – Keith Mecham
- FY 2026 Capital Improvement Plan – Corey Thompson
- Legislative Update – Steve Carlsen
- Policy Review
- USBA Conference Report

March 11, 2026 – (tentative)

- Negotiations Team Approval – Coerina Fife
- Legislative Update – Steve Carlsen
- Policy Review

BOX ELDER SCHOOL DISTRICT BOARD OF EDUCATION HANDBOOK



**BOX ELDER
SCHOOL DISTRICT**

Learning is Everything

REVISED
OCTOBER 9, 2019
BOX ELDER SCHOOL DISTRICT

Box Elder School District Board of Education Handbook Table of Contents

Contents

BOARD OF EDUCATION HANDBOOK INTRODUCTION	2
Authority and Responsibilities of the Board	2
Principles of Board Leadership	2
Making School Board Decisions	3
Holding Closed Meetings	4
Collaborative Relationships: Shared Governance	6
Essentials of A Professional Learning Community	6
Authority of Individual Board Members	7
Nominations and Elections for Board Leadership	7
Board Leadership Responsibilities	8
New Board Member Orientation	8
Board of Education Code of Conduct	9
Board Member Commitments and Ethics	9
Disciplining Board Members	11
Policies Governing the Board	12
Guidelines and Parliamentary Motions	12
Simplified Chart of Parliamentary Motions	13
Board Policies Relevant to Board of Education Legal Status, Responsibilities, and Ethics	14
Board Policies Relevant to School Board Meetings	15

BOARD OF EDUCATION HANDBOOK INTRODUCTION

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

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

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

Authority and Responsibilities of the Board

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

Principles of Board Leadership

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

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

[Utah Code § 53G-4](#)

Making School Board Decisions

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

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

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

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

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

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

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

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

- implement the core curriculum
- administer tests,
- implement training programs,
- enroll children in school,
- establish school libraries, and

- establish school safety traffic committees
- ensure that school community councils receive the required annual training and review and approve the school improvement plans developed by the school community councils.

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

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

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

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

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

Holding Closed Meetings

A closed meeting may be held if:

1. A quorum is present.
2. The meeting is an open meeting for which specific notice for a closed meeting has been given with the stated purpose defined.

3. Two-thirds of the members present vote to close the meeting. Voting must be taken by roll call. Name and vote.

Minutes of the closed meeting shall contain:

1. Reason for holding the meeting.
2. Location of the meeting.
3. Vote by name, of each member of the board, either for or against the motion to hold the closed meeting.

Purpose of a closed meeting:

1. Discussion of the character, professional competence, or physical or mental health of individual.
2. Strategy sessions to discuss collective bargaining.
3. Strategy sessions to discuss pending or reasonably imminent litigation.
4. Strategy sessions to discuss the purchase, exchange, or lease of real property including any form of a water right or water shares if public discussion of the transaction would:
 - a. Disclose the appraisal or estimated value of the property under consideration; or
 - b. Prevent the board from completing the transaction on the best possible terms.
5. Strategy sessions to discuss the sale of real property, including any form of water right or water shares if public discussion of the transaction would:
 - a. Disclose the appraisal or estimated value of the property under consideration; or
 - b. Prevent the board from completing the transaction of the best possible terms.
6. Discussion regarding deployment of security personnel, devices or systems.
7. Investigative proceedings regarding allegations of criminal misconduct.

A Board may not interview a person applying to fill an elected position in a closed meeting.

Record of closed meetings:

1. A recording shall be made of the closed portion of the meeting.
2. Detailed written minutes may be kept that disclose the content of the closed portion of the meeting.
3. A recording of a closed meeting shall be complete and unedited from the commencement of the closed meeting through adjournment.
4. The recording and any minutes of a closed meeting shall include:
 - a. Date, time, and place of the meeting.
 - b. Name of the members present and absent.
 - c. Names of all others present except where the disclosure would infringe on the confidentiality necessary to fulfill the original purpose of the closing the meeting.
5. No recording or minutes will be taken if the purpose of the closed meeting is for the discussion of the character, professional competence, or physical or mental health of an individual.

- a. A sworn statement must be signed by the presiding member of the board that the sole purpose for closing the meeting was to discuss the character, professional competence, or physical or mental health of an individual.

Collaborative Relationships: Shared Governance

The Box Elder County School District Board of Education has the exclusive right and responsibility to determine the goals and direction of the schools and use all its resources to achieve such goals, within the bounds of state and federal law and rules of the Utah State Board of Education.

Box Elder School District is a complex organization, which can succeed only if we enlist the energy, creativity, and effort of many people to accomplish our goals. The board believes that ideal conditions for student learning can be realized when shared governance is thoughtfully used to support student achievement.

Board decisions should accurately reflect the public's interests. Statutes of the state of Utah require local school boards to make decisions by majority vote; thus the obligation to seek consensus under shared governance does not bind the board in its decision-making.

The board delegates to school sites and departments the right to make some decisions using the shared governance process. Site-based decisions must conform to legal requirements, state and federal rules and regulations, the district's Student Achievement Plan, policies, procedures, guidelines, and contractual obligations, including negotiated employee agreements.

Essentials of A Professional Learning Community

- A. The Superintendent and district administrators will ensure that all of the schools in the district function as professional learning communities. Professional learning communities are defined as educators committed to working collaboratively in ongoing processes of collective inquiry and action research to achieve better results for the students they serve. Professional learning communities operate under the assumption that the key to improved learning for students is continuous, job-embedded learning for educators.
 1. The Board, district, and school administrators will ensure that time is available, within the contract day, for educators to meet together regularly in collaborative teams.
 2. District/school administrators will ensure this time is reserved for activities directly related to the process of collective inquiry and action research to achieve better achievement results for our students.

3. Collaborative teacher teams will focus on the following four questions:
 - a. What is it that our students are expected to know and do?
 - b. How will we know if they know and can do what is expected?
 - c. How will we respond if they don't know and can't do what is expected?
 - d. How will we respond if they already know and can do it?

District and school administrators will ensure that ongoing training and professional learning opportunities are provided to ensure that all Box Elder School District educators are proficient in the philosophies and practices related to professional learning communities/collaborative teacher teams.

Authority of Individual Board Members

Power belongs not to individual members of a Board of Education but to the Board of Education acting as a corporate body through collective action. Board members have authority only when acting as a Board of Education in a legally constituted session, with a quorum present. The statement or action of an individual member or group of members of the Board of Education does not bind the Board of Education itself, except when that statement or action is specifically authorized by an official act of the board. This does not preclude individual board members from representing the board at meetings and ceremonial events or speaking to constituent groups in their capacity as board members.

Nominations and Elections for Board Leadership

Nominations

- A. An office must be created by Board Policy or by a motion to that effect before it can be filled by election or otherwise.
- B. The Board President must call for nominations.
- C. Nominations do not require a second. However, any number of persons may second a given nomination just to show their support of that nominee.
- D. The motion "to close nominations" is not in order until the assembly is ready to close nominations.
 1. When there are two or more nominees for the office the motion to close nominations requires a two-thirds vote. (This motion must be seconded.)
 2. A negative vote on the motion signifies that there are additional nominations forthcoming.
 3. If and when there are no further nominations the Board President may then put the motion to close nominations to a vote without waiting for a second.

Elections

- A. Elections and nominations must conform to the procedure prescribed by the Utah State Law and Board Policy.

- B. In case of a tie vote, the election is decided by lot unless the organization adopts a motion to do otherwise.
- C. Elections are decided by a roll call vote, not by secret ballot. Election to the office is determined by a simple majority.

Board Leadership Responsibilities

The board president will:

1. Conduct meetings of the board in accordance with law and policy.
2. Communicate regularly with the superintendent, business administrator, and members of the board to set meeting agendas, facilitate the flow of necessary information, and respond to community issues and queries.
3. Sign legal assurances, correspondence, and contracts on behalf of the board as required by law, policy, or vote of the board.
4. Represent the board, or designate others to represent the board, as requested, in executive meetings with community and business leaders or elected officials to promote perform their duties.

The board vice president will:

1. Advise and assist the president as needed.
2. Substitute for the president as required.
3. Attend meetings with or at the request of the president and superintendent.
4. Keep the board appropriately informed of issues or data that would help members

Board leadership may speak for the board, or designate others to speak for the board, when requested to do so by vote or consensus of the board communication, without binding the board to a specific decision or position.

New Board Member Orientation

Following the election or appointment of new members, the superintendent and board leadership will provide for an orientation, as to the board's operation and processes, the working relationships with the Superintendent of Schools and staff of the Box Elder School District, and substantive background information pertaining to school system issues and procedures. A copy of this handbook will be provided online. New board members are also encouraged to attend the orientation session organized by the Utah School Boards Association (USBA).

Board of Education Code of Conduct

The members of the Board of Education agree to abide by the following norms of behavior, both as they govern the conduct of board meetings and as they govern the actions of individual board members. These norms will provide an orderly way to conduct public business, promote an atmosphere of mutual respect, and establish a level of expectation for those who aspire to become school board members in the future.

Board members shall:

1. Represent the Board with dignity, honesty, and integrity.
2. Attend meetings regularly, prepared, professional, engaged, and dedicated to accomplishing and adhering to the agenda.
3. Support efforts to focus on the important matters, remembering that the student is always our most important matter.
4. Communicate effectively, early, and often with each other and with others concerned, seeking to make your own ideas clear while respecting the different opinions of others.
5. Be loyal to the Board and work to achieve unity by supporting its decisions, even though you may personally espouse a different view.
6. Value civility and avoid contention realizing conflict on some issues is inherent and not undesirable.
7. Represent and seek to understand the needs of all students, staff and citizens in the District without partisanship.
8. Work effectively with the Superintendent, and through him/her, with the staff throughout the District.
9. Develop and improve Board skills by establishing goals, measuring progress, and participating in a variety of training opportunities
10. If at all possible Board members should notify the Superintendent or the Board President well in advance of any concerns or questions regarding the Board agenda so that they can be resolved in advance if possible.

Board Member Commitments and Ethics

The Board and its members commit to standards of conduct that are consistent with the public trust placed in elected officials. Accordingly, the Board and its members will:

1. Strive to make policies that promote the educational growth and development of all students;
2. Endeavor to appoint the most competent person available as superintendent of schools and hold that superintendent responsible for carrying out the vision, mission, and goals of the District in the administration of its schools;

3. Support and allow administrators, teachers, and staff to function in their authorized capacities while holding employees responsible for carrying out the District's vision, mission, and goals in their respective roles;
4. Seek to employ the best qualified personnel available without regard to race, color, sex, pregnancy, religion, national origin, age, marital status, disability, sexual orientation, or gender identity—except when justified to meet a bona fide occupational requirement (see [20 U.S.C. 1681 et seq.](#); [Utah Code § 34A-5 et seq.](#));
5. Promulgate policies and procedures dedicated to maintaining a learning and working environment in the District free of discrimination and unlawful harassment, including sexual harassment;
6. Promulgate policies and procedures that ensure operational transparency, including directing employees to maintain, manage, and where appropriate, produce records consistent with federal and state laws (see [20 U.S.C. § 1232g](#); [34 C.F.R. Part 99](#); and [Utah Code § 53E-9 et seq.](#));
7. Attend Board meetings, insofar as possible, being informed and prepared to discuss and act upon the items on the Board agenda;
8. Conduct Board business in compliance with the [Utah Open Meetings Act \(Utah Code § 52-4-1 et seq.\)](#);
9. Exercise Board authority exclusively to perform legislative and judicial functions;
10. Encourage free expression of opinion and seek regular communication and feedback from the public;
11. Work toward consensus in Board decision making and foster respectful and civil working relationships with other Board members and with the superintendent and District staff while recognizing the value of diverse perspectives and differences of opinion; and
12. Strive to be effective educational leaders by participating in professional development, studying education issues, fulfilling assigned Board duties, building relationships with community organizations and leaders, communicating with constituents, and advocating for public education.

A. Board of Education Code of Ethics

1. Members of the Board may receive compensation for services and necessary expenses in accordance with [Utah Code § 53G-4-204](#). For purposes of Utah Retirement Systems (URS) coverage, however, duly elected members of the Board are classified as part-time employees and ineligible for URS benefits.
2. Members of the Board may not use their position, or information acquired by reason of their position, for any improper or unlawful purpose including substantially furthering personal economic interests or securing special privileges or benefits for themselves or others that would impair the members' independent judgement or interfere with the ethical performance of the members' duties in

violation of [Utah Code, § 67-16-4](#).

3. The Board will officially accept gifts and donations on behalf of the District; such acceptance, however, shall not obligate the Board to act in any way contrary to the best interests of students and the public. Further, the Board or its members shall not request, demand, or accept personally or on behalf of the District, a loan, donation, gift of substantial value, or an economic benefit tantamount to a gift in violation of [Utah Code §§ 67-16-5 to 5.6](#)
4. The Board and its members shall not misappropriate or misuse public funds or resources and shall be responsible fiscal managers of public funds. Expenditure of public funds shall only be made in accordance with federal or state law and District policies.
5. Members of the Board shall disclose any compensation or any position (whether officer, director, agent, employee, or owner of a substantial interest) in any business entity that does business with or is subject to the regulations governing the District or other public agency in a sworn affidavit and file it with the state attorney general, the District, and any other agency involved in the business or transaction consistent with [Utah Code §§ 67-16-6 to 8](#). Further, members of the Board shall have no personal investments and/or conduct any business creating a substantial conflict of interest between Board members' private interests and their public duties in violation of [Utah Code § 67-16-9](#).
6. Members of the Board shall maintain the confidentiality of information obtained in executive session or other confidential information otherwise obtained in an official capacity.
7. Members of the Board have no individual authority to act on behalf of the Board and the Board only exercises its authority as a body by taking official action through voting in a duly scheduled Board meeting. Individual Members of the Board should not speak on behalf of the Board without prior Board approval.

Members of the Board shall abide by state and federal laws and District policies and refrain from personal or professional conduct that would bring censure, ridicule, damage, or reproach upon the Board or the District.

Disciplining Board Members

If a member of the Board of Education violates the Code of Conduct or the ethical assurances outlined in [Board Policies 1034](#) and [1035](#), the board president and vice president will speak to that member about his or her responsibilities. If disruptive or destructive behavior occurs, the board may issue a formal reprimand by a vote of five members.

Policies Governing the Board

Detailed information about the board's process of conducting meetings and other guidance around board operation can be found in [School Board Policy Article 1](#).

Links to other helpful resources, including specific citations to Utah Code, are included with the appropriate policy on the district's website.

Guidelines and Parliamentary Motions

The following guidelines and examples have been taken from the Utah School Boards Association book titled *Coming to Order*, which is available on the USBA website. The Box Elder School District Board of Education appoints a Business Administrator who serves as the board's parliamentarian:

1. A board should agree on and adopt an agenda format that it will follow at regular meetings.
2. Action items on the agenda require:
 - a motion by a board member,
 - a second to the motion (required by most boards but not all),
 - a discussion of the motion by board members, and
 - a vote by board members.
3. Other than the consent agenda, each motion should be limited to one idea or issue.
4. No new motion may be made while another is being discussed.
5. A motion may be amended and votes on the amendments must be taken before acting on the original motion.
6. Before a vote on a main motion is taken, business can be interrupted by a motion:
 - to table the main motion,
 - to postpone action,
 - to refer the motion to a committee,
 - to withdraw it from consideration, or
 - to adjourn the meeting.

The subsidiary motions must be disposed of prior to action on the main motion.
7. Debate can be closed formally with a motion to move the question and a two-thirds affirmative vote.
8. When a Board member wishes to speak in board meeting, he/she should request to be recognized by the Board President before speaking. He/she may gain recognition by the President by raising a hand or speaking audibly, "Mr./Mrs. President". Once recognized the Board member should address the Board.

9. When the president senses the discussion has ended, a vote may be taken without a formal motion to close debate unless a member objects.
10. Some motions, such as a motion to adjourn, are not debatable. See the “Simplified Chart of Parliamentary Motions” on page 10.
11. Before a motion is voted upon, it should be repeated aloud.
12. The president, by virtue of membership on the board, is expected to vote on each issue before the board.
13. The president should indicate before each vote whether a simple or special majority is required.
14. The president should keep readily at hand a reference guide, such as the chart of parliamentary motions.

Simplified Chart of Parliamentary Motions

Motion & Order of Precedence	You Say:	Debatable	Amendable	Vote Required
Adjourn	I move to adjourn	No	No	Majority
Recess	I move to recess for	No	No	Majority
Close Debate	I move the previous question	No	No	2/3
Postpone Definitely	I move to postpone the motion to	Yes	Yes	Majority
Refer to Committee	I move to refer the motion to	Yes	Yes	Majority
Amend the Amendment	I move to amend the amendment by	Yes	Yes	Majority
Amend or substitute	I move to amend the motion by	Yes	Yes	Majority
Main motion	I move to	Yes	Yes	Majority
Reconsider		Yes	Yes	Majority
Rescind		Yes	Yes	Majority (with notice)

Incidental Motions				
No order of precedence. Arise incidentally and decided immediately				
Point of Order (to enforce rules)	Point of Order	No	No	None
Parliamentary Inquiry	Parliamentary questions	No	No	None
Withdraw or Modify a Motion	I withdraw (or modify) my motion	No	No	Majority

Board Policies Relevant to Board of Education Legal Status, Responsibilities, and Ethics

Policy 1010 School Board’s Legal Status

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371387/1010-School_Board_Legal_Status.pdf

Policy 1020 Board Power and Duties

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371388/1020-Board_Powers__Duties.pdf

Policy 1025 Administration Relations

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371389/1025-Administration_Relations.pdf

Policy 1034 Board of Education Code of Conduct

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371392/1034-Board_of_Education_Code_of_Conduct.pdf

Policy 1035 Board Member Commitments and Ethics

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371393/1035-Board_Member_Commitments_and_Ethics.pdf

Policy 1036 Conflict of Interest: Board Member and Employee

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371394/1036-Board_Member_Employee_Conflict_of_Interest.pdf

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

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371395/1037-Employee_Assignment_of_Relatives.pdf

Board Policies Relevant to School Board Meetings

Policy 1070 Board Meeting Procedures

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371399/1070-Board_Meeting_Procedures.pdf

Policy 1072 Board Meetings: Notice Requirements

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371400/1072-Board_Meetings_Notice_Requirements.pdf

Policy 1074 Board Meetings: Closed Meetings

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371401/1074-Board_Meetings_Closed_Meetings.pdf

Policy 1080 Board Committees

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371402/1080-Board_Committees.pdf

Policy 1090 Rules of Order

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371403/1090-Rules_of_Order.pdf

Policy 1100 Minutes

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371404/1100-Minutes.pdf

Policy 1110 Public Participation in Board Meeting

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1371405/1110_Public_Participation_in_Board_Meeting.pdf