



Board Meeting Documents

May 27, 2026

MINUTES OF THE STUDY SESSION- MAY 6, 2026

The Board of Education of the Timpanogos School District met in a work session on Wednesday, May 6, 2026, at 4:01 pm. The work session took place in the ASD Special Education Building, Lindon, Utah.

Board members present: President Jennifer Lyman, Vice President Sterling Hilton, Guy Fugal, Grace Rex, and David H. Smith, Michelle Sorensen & Ada Wilson.

Also present: Superintendent Jensen & Business Administrator Sundberg and members of the administrative staff. There were approximately 26 others in attendance.

TEACHING & LEARNING

Katie Bowman and Vallen Thomas led a discussion regarding teaching and learning priorities within the district. Discussion focused on instructional expectations, student learning experiences, collaboration among educators, and creating consistent systems to support high levels of learning for all students.

Additional discussion included:

- Alignment of instructional practices across schools
- Building strong learning cultures and collaboration systems
- Supporting meaningful student engagement and achievement
- Balancing academic rigor with student support and belonging
- Long-term planning for instructional consistency and continuous improvement

Board members discussed the importance of maintaining strong educational opportunities while supporting students academically, socially, and emotionally.

COMMITTEE FRAMEWORKS FOR BOUNDARY STUDY

Discussion was held regarding committee structures and frameworks to support the district's boundary study process. Board members and district leadership reviewed potential committee focus areas, stakeholder involvement, timelines, and communication strategies associated with the study.

Discussion included:

- Community engagement and transparency throughout the process
- Committee roles and responsibilities
- Enrollment trends and future planning considerations
- School capacity and feeder pattern discussions
- Gathering stakeholder feedback and recommendations
- Maintaining balanced opportunities and programming across schools

Board members emphasized the importance of a thoughtful, transparent, and community-centered process moving forward.

DISCUSSION FOR BOARD GOVERNANCE TOPIC

The Board held a discussion regarding effective board governance practices, board roles and responsibilities, communication expectations, and maintaining appropriate governance boundaries during the district transition process.

Discussion focused on the distinction between governance responsibilities of the Board of Education and the operational responsibilities of district administration. Board members discussed the importance of maintaining a governance-level focus centered on vision, policy, fiscal oversight, long-term planning, and community trust, while allowing district administrators to manage day-to-day operational matters.

Specific discussion included:

- The Board's role in establishing vision, direction, policy, and accountability systems
- The Superintendent's responsibility for district operations, personnel management, and implementation
- The importance of unified communication and professional trust
- Ensuring concerns are directed through the proper administrative channels
- Maintaining confidentiality and professionalism regarding sensitive matters
- Focusing on board discussions on systems, outcomes, and long-term district priorities rather than individual operational situations

Board members specifically discussed that student discipline matters, personnel concerns, employee supervision, and day-to-day operational issues are administrative responsibilities and should be addressed through district administration rather than through individual board member involvement. Discussion emphasized that direct involvement by board members in personnel or student-specific matters can create confusion regarding roles, disrupt administrative processes, and undermine established leadership structures.

The Board further discussed the importance of supporting administrators in carrying out their responsibilities while maintaining appropriate oversight through policy, evaluation, and governance processes. Emphasis was placed on building trust, maintaining clear communication, and operating as a cohesive governance team focused on the success of students, employees, and the community.

The meeting adjourned at approximately 5:40 PM.

MINUTES OF THE BOARD MEETING – MAY 6, 2026

The Board of Education of the Timpanogos School District met in a board meeting on Wednesday, May 6, 2026, at 6:01 PM. The board meeting took place in the meeting room of the ASD SPED Office in Lindon, UT.

Board members present: President Jennifer Lyman, Vice President Sterling Hilton, Guy Fugal, Grace Rex, David H. Smith, Michele Sorensen, and Ada Wilson.

Also present: Superintendent Dr. Joseph Jensen and Business Administrator Jason Sundberg, and members of the administrative staff. There were approximately 24 others in attendance.

President Jen Lyman called the meeting to order and welcomed those in attendance.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Jill Davis.

INSPIRATIONAL THOUGHT

Ashley Belnap, social studies teacher at Orem Junior High and Social Studies Content Specialist, shared an inspirational thought focused on the importance of education in sustaining democracy. As the nation approaches its 250th anniversary, she reflected on the role of schools in helping students become informed, thoughtful, and engaged citizens. She emphasized the importance of teaching students to think critically, evaluate information, seek truth, and work collaboratively in an increasingly complex world. Ms. Belnap noted that one of the greatest investments that can be made in the future of the nation is the investment made in students today.

COMMUNITY COMMENTS*

There were no community members signed up to speak.

MINUTES

President Lyman presented the minutes from the April 15 study session and board meeting, which had been distributed to Board members prior to the meeting. **Board member Sorensen made a motion to approve the minutes as presented, and it was seconded by Board member Fugal. The Board voted in favor, and the motion passed unanimously.**

CLAIMS

Dr. Joseph Jensen, Superintendent, reviewed the expenditure report and claims, explaining the structure of the district's financial reporting while operating within Alpine School District's accounting system. He reviewed fund structures, budget categories, payroll coding, encumbrances, expenditures, and year-to-date financial activity. Board members discussed financial dashboards, budget transparency, reporting accessibility, and long-term fleet management strategies. Clarification was provided regarding the difference between encumbrances and expenditures, payroll coding structures, and district reporting tools that are being developed for future use by Business Administrator, Jason Sundberg.

Vice President Hilton made a motion to approve the expenditure report and claims as presented, and it was seconded by Board member Rex. The Board voted in favor, and the motion passed unanimously.

ACTION ITEMS

1. Resolution #2026-005: Authorizing TSD to Request Admission to the Utah Retirement Systems Public Employees Retirement System.

Superintendent Jensen presented Resolution #2026-005 authorizing the Timpanogos School District to request admission to the Utah Retirement Systems Public Employees Retirement System. Business Administrator Sundberg explained that the resolution is a required step in establishing retirement benefits for district employees and part of the formal application process with Utah Retirement Systems. Board members discussed the timeline and application process associated with Utah Retirement Systems participation. **Board member Fugal made a motion to approve Resolution #2026-005, and it was seconded by Board member Wilson. The board members who voted in favor were President Jennifer Lyman, Vice President Sterling Hilton, Michele Sorensen, Grace Rex, and David H. Smith**

2. Resolution #2026-006: Disposition of School Buses & Vehicles

Superintendent Jensen presented Resolution #2026-006 authorizing the declaration of 21 school buses and two vehicles as surplus property for disposition. It was explained that many of the buses had not been used for several years and were no longer part of active fleet rotation. Board members discussed fleet replacement cycles, maintenance costs, vehicle age, fuel efficiency, and long-term transportation planning. Discussion also included the replacement of older buses with newer vehicles and the importance of maintaining a reliable and efficient fleet, particularly for special education transportation. **Board member Smith made a motion to approve Resolution #2026-006, and it was seconded by Vice President Hilton. The board members who voted in favor were President Jennifer Lyman, Ada Wilson, Guy Fugal, Michele Sorensen, and Grace Rex. The Board voted in favor, and the motion passed unanimously.** During discussion, Board member Wilson identified a clerical error on the agenda listing the resolutions as “2006” instead of “2026 on the agenda.

3. Board Meeting Schedule Change

Superintendent Jensen presented a recommendation to add a Board meeting on May 27, 2026, due to the extended gap between scheduled meetings and the increasing workload related to district planning and the boundary study process. President Lyman noted that the May 27 meeting would be held at the Timpanogos High School Media Center due to facility availability. **Vice President Hilton made a motion to add the May 27 Board meeting and study session, and it was seconded by Board member Sorensen. The board members who voted in favor were President Jennifer Lyman, Ada Wilson, Guy Fugal, Grace Rex and David H Smith. The Board voted in favor, and the motion passed unanimously.** It was also announced that an additional work session meeting on May 13 would be needed to address a time-sensitive item requested by Alpine School District.

4. Open Boundary Study

Superintendent Jensen formally introduced the proposed opening of the district boundary study process, referencing prior study sessions and discussions regarding robust elementary and secondary schools, long-term planning, and potential future configurations. He emphasized that opening the study initiates the formal process only and does not approve any boundary changes, consolidations, or closures. President Lyman clarified that the Board would direct administration to provide appropriate notice to affected families and stakeholders, conduct a transparent study process including stakeholder engagement and data analysis, and schedule public hearings prior to any future Board consideration of boundary adjustments. She reiterated that no boundary changes were approved through the motion and that the action solely initiated the formal study process. Board members discussed the importance of gathering broad community input, engaging educators and families, and making informed long-term decisions that will benefit students and communities for decades to come. Board members also emphasized that the

study is intended to reduce uncertainty and provide clarity for families, students, and employees. Superintendent Jensen expressed appreciation for Alpine School District staff and consultants assisting with tools, data analysis, and legal compliance requirements throughout the process. **Vice President Hilton made a motion that the Board of Education initiate a formal boundary study regarding potential changes to school attendance boundaries, grade configurations, and special enrollment programs, including potential school consolidations or closures with required notice to affected families and public hearings prior to any final decision. The motion was seconded by Board member Rex. A roll call vote was conducted and Board members Sorensen, Fugal, Rex, Wilson, Lyman, Hilton, and Smith. The Board voted in favor, and the motion passed unanimously.**

SUPERINTENDENTS REPORTS AND INFORMATION

Superintendent Jensen reported on the district's ongoing Vision and Values school visits, noting that the Board had completed its nineteenth school visit that morning. He shared appreciation for Board members' participation and emphasized the value of hearing directly from teachers, students, parents, and administrators. He noted that the feedback gathered through the visits is helping refine the district's vision and values while also strengthening relationships and culture throughout the district.

BOARD MEMBER REPORTS, INFORMATION ITEMS & COMMENTS

Vice President Hilton provided clarification regarding the listing of the Clear Creek property for potential sale, explaining that the action was taken collaboratively among the three new districts and Alpine School District. He emphasized that listing the property does not guarantee its sale and noted that any future decisions would be carefully evaluated. He also reaffirmed the district's commitment to outdoor learning opportunities and experiences for students.

Board member Rex expressed appreciation for the district's ongoing policy review process and noted the extensive work involved in reviewing and adapting Alpine School District policies for Timpanogos School District use.

Board member Sorensen highlighted the continued growth of the district "District Dash" community events and encouraged participation to strengthen employee and community relationships. She also expressed appreciation to Board member Smith for organizing the events.

Board member Wilson welcomed recently announced district hires, including Valen Thomas as Director of Elementary Teaching and Learning, Cindy Davis as Director of Secondary Teaching and Learning, and Tyler Vigue as Director of Communications and Foundation. Superintendent Jensen highlighted the importance of teaching and learning as the core focus of the district and explained how the new leadership structure will support that vision.

Board member Smith expressed appreciation for the continued progress being made throughout the district and highlighted the importance of maintaining strong facilities and learning environments for students. He noted excitement regarding the district's future opportunities and ongoing community engagement efforts. He also expressed appreciation for the collaboration taking place among Board members, staff, and community partners as the district continues to grow.

Board member Fugal shared appreciation for the recent BYU partnership discussions and expressed support for future collaboration opportunities that will benefit students and educators.

Board President Lyman encouraged the community to follow the district's social media platforms for updates and communication. She expressed gratitude for the work being done by the Board, district staff, and community members, describing the creation of the new district as meaningful and energizing work that will positively impact students and families for years to come.

Vice President Hilton reflected on the significance of formally opening the boundary study process and emphasized the importance of transparency, community involvement, and thoughtful long-term planning. He noted that the Board's responsibility is to gather information, listen carefully to stakeholders, and make decisions that will best serve students and families for generations to come. He also expressed appreciation for the willingness of community members and employees to engage in the process constructively.

Superintendent Jensen emphasized that the boundary study process is intended to be proactive, thoughtful, and community centered. He stated that the district has a responsibility to look long-term at enrollment trends, school capacities, financial sustainability, transportation considerations, and programming opportunities to build strong and stable schools throughout the district. He noted that while difficult conversations may occur during the process, the goal is to create clarity and reduce uncertainty for students, families, and employees. Superintendent Jensen also emphasized that no predetermined outcomes or decisions had been made and that stakeholder input, data analysis, and community feedback would play a critical role throughout the study. He reiterated the Board's commitment to transparency, communication, and public engagement as the process moved forward.

ADJOURNMENT

Board member Wilson made a motion to enter closed session to discuss personnel, property, litigation, and collective bargaining matters as permitted by Utah Code 52-4-205. The motion was seconded by Board member Smith. A roll call vote was conducted and all in favor were Board members Lyman, Hilton, Fugal, Sorensen, and Rex. The motion passed unanimously. The Board entered a closed session at 6:58 PM.

MINUTES OF THE CLOSED SESSION- MAY 6, 2026

The Board of Education of the Timpanogos School District met in a closed session on Wednesday, May 6, 2026, at 6:58 PM. The meeting was held in the meeting room at the ASD Special Education Building.

Board members present: President Jennifer Lyman, Vice President Sterling Hilton, Guy Fugal, Grace Rex, David H. Smith, Michele Sorensen, and Ada Wilson.

Also present: Superintendent Dr. Joseph Jensen and Business Administrator Jason Sundberg

The purpose of the closed session was to discuss property, litigation and negotiations.

ADJOURNMENT

On motion by Board member Smith and seconded by Vice President Hilton the meeting adjourned at 9:30 PM.

MINUTES OF THE WORK SESSION- MAY 13, 2026

The Board of Education of the Timpanogos School District met in a work session on Wednesday, May 13, 2026, at 3:30 pm. The work session took place in the Technology Services Conference Room, Lindon, Utah.

Board members present: President Jennifer Lyman, Vice President Sterling Hilton, Guy Fugal, Grace Rex, and David H. Smith, Michelle Sorensen & Ada Wilson.

Also present: Superintendent Jensen & Business Administrator Sundberg and members of the administrative staff. There were approximately 8 others in attendance.

TEACHING & LEARNING

Peter Glahn and Cindy Davis presented information regarding secondary school structure, enrollment trends, staffing ratios, collaboration models, and considerations related to future boundary study discussions. Discussion included current class-size funding ratios, actual classroom realities, and collaborative teaching structures at the junior high and high school levels. Discussion focused on maintaining robust academic, arts, athletics, and extracurricular programs while balancing declining enrollment trends and future school configurations. Principals and instructional leaders discussed the relationship between school size and student opportunities, including elective access, specialized programs, collaboration teams, and scheduling flexibility.

Additional discussion included:

- Funding ratios and staffing allocations
- Purchase of teacher prep periods (“7th periods”)
- Effects of declining enrollment and hold harmless provisions
- Junior high and high school configuration considerations
- Collaboration models and “singleton” teaching assignments
- Impacts on CTE, arts, world language, and social studies programs
- Maintaining strong extracurricular and student participation opportunities
- The importance of deeper learning, skills, dispositions, and cross-curricular collaboration

Discussion also emphasized the human element of education and the importance of creating meaningful opportunities for students to grow, participate, and thrive through academics, arts, athletics, and extracurricular experiences. Board members reflected on school visits and shared thoughts regarding student confidence, opportunity, belonging, and preparation for life beyond graduation.

COMMITTEE FRAMEWORKS FOR BOUNDARY STUDY

Discussion was held regarding potential committee structures and frameworks to support the upcoming boundary study process. Board members and district leadership discussed organizing committees around key focus areas to assist with research, stakeholder feedback, planning, and recommendations related to future district boundaries and school configurations.

Discussion included:

- The importance of transparent community engagement
- Long-term planning considerations tied to enrollment trends
- Review of school capacities and projected enrollment declines
- Consideration of school configuration models and feeder patterns
- The need for balanced academic and extracurricular opportunities across schools
- Use of committees to support communication, planning, and stakeholder input throughout the boundary study process

The meeting adjourned at 5:46 PM.

TIMPANOGOS SCHOOL DISTRICT BOARD OF EDUCATION
Resolution # 2026-002

**A RESOLUTION OF THE TIMPANOGOS SCHOOL DISTRICT BOARD OF EDUCATION
AUTHORIZING AND APPROVING ALPINE SCHOOL DISTRICT TO PROCEED WITH
A CELL TOWER LEASE AMENDMENT AND EXTENSION
WITH T-MOBILE WEST TOWER LLC LOCATED AT OREM JUNIOR HIGH SCHOOL**

WHEREAS, Alpine School District is a party to an existing cell tower lease agreement with T-Mobile West Tower LLC for a cell tower located on Timpanogos District property at **Orem Junior High School**; and

WHEREAS, Alpine School District desires to amend and extend the existing cell tower lease agreement in order to continue the use of the site and related revenue benefits; and

WHEREAS, the proposed amendment and extension would extend the original lease term for up to thirty (30) years, in five-year increments, and would preserve the existing annual four percent (4%) gross rent escalation as described in the attached Third Amendment Lease Agreement With Option; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Timpanogos School District hereby authorizes and approves Alpine School District to proceed with the amendment and extension of the cell tower lease agreement with T-Mobile West Tower LLC for the cell tower located at **Orem Junior High School**.

BE IT FURTHER RESOLVED that this approval is granted in accordance with applicable law, including Utah Code §53G-3-302(6)(d) regarding district reconfiguration, and authorizes Alpine School District to take all actions necessary to finalize the lease amendment and extension.

APPROVAL

Passed and Adopted this _____ day of _____, 2026

Board President

Date

Drafted: 2.2.26
TSD Business Admin. _____
~~For Board Meeting: FEB. 11, 2026~~
For Board Meeting May 27, 2026

THIRD AMENDMENT TO LEASE AGREEMENT WITH OPTION

THIS THIRD AMENDMENT TO LEASE AGREEMENT WITH OPTION (the "Third Amendment") is made effective this ____ day of _____, 2025 ("Effective Date"), by and between THE BOARD OF EDUCATION OF ALPINE SCHOOL DISTRICT, a Body corporate (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord and VoiceStream PCS II Corporation, a Delaware corporation ("Original Tenant") entered into a Lease Agreement with Option dated May 13, 2004 (the "Original Agreement") whereby Original Tenant leased certain real property, together with access and utility easements, located in Utah County, Utah from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Lease Agreement with Option dated May 19, 2009 ("First Amendment"), and by that certain Second Amendment to Lease Agreement with Option dated August 20, 2015, a memorandum of which was recorded in the official records of Utah County, Utah ("Official Records") on October 7, 2015 at Entry No. 91959:2015 ("Second Amendment") (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement"); and

WHEREAS, T-Mobile West Tower LLC is currently the Tenant under the Agreement as successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on May 3, 2005 and expired on May 31, 2010. The Agreement provides for five (5) extensions of five (5) years each, four (4) of which were exercised by Tenant. According to the Agreement, the final extension expires on May 31, 2035; and

WHEREAS, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Term. Section 5 of the Original Agreement is hereby deleted in its entirety and the following inserted in its place:

(a) The initial term of this Agreement shall be for a period of five (5) years commencing on May 3, 2005 ("Commencement Date") and expiring on May 31, 2010 (the "Initial Term").

(b) At the conclusion of the Initial Term, Tenant shall be entitled to eleven (11) extensions of five (5) years each, with the final lease extension expiring on May 31, 2065 (each extension is referred to as an "Extension Term"). The Term shall automatically be extended for each successive Extension Term unless Tenant notifies Landlord of its intention not to renew at least sixty (60) days prior to the expiration of the then current five year term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement. The monthly rental payment during any Holdover Term shall be equal to 150% of the rent amount in effect prior to the commencement of the Holdover Term.

(d) The Initial Term, any Extension Term and the Holdover Term shall be collectively referred to as the "Term".

Landlord and Tenant hereby acknowledge that Tenant has exercised four (4) Extension Terms, leaving a balance of seven (7) Extension Terms.

3. Additional Rent. From and after the Effective Date, if Tenant enters into any Sublease (defined in Section 2 of the First Amendment) with any third party not already located on the Premises, then the Additional Rent (defined in Section 2 of the First Amendment) payable to Landlord shall be Five Hundred and 00/100 Dollars (\$500.00) per month, beginning on the date of commencement of each such Sublease.

4. Expansion Option. During the Term, Tenant shall have an irrevocable option ("Option"), exercisable at any time, and from time to time, to lease up to a maximum of three hundred (300) square feet of real property adjacent to the existing Premises at a location mutually approved by Landlord and Tenant, which approval shall not be unreasonably withheld, conditioned, or delayed ("Additional Lease Area"), on the same terms and conditions set forth in the Agreement. If Landlord and Tenant are unable to agree upon the location of the Additional Lease Area after exercising good faith, reasonable efforts to do so, then Landlord may deny Tenant's exercise of the Option in writing to Tenant. If Tenant elects to exercise the Option, Tenant shall pay a monthly amount equal to One and 00/100 Dollar (\$1.00) per square foot for the Additional Lease Area included in the exercise of the Option ("Additional Lease Area Rent"). The Additional Lease Area Rent shall be due and payable on the first (1st) day of the second (2nd) full month following commencement of construction activities within the Additional Lease Area and shall escalate upon the same terms and at the same time as the rent set forth in the Agreement. Tenant may exercise the Option for the entire Additional Lease Area in a single exercise, or may

exercise the Option multiple times in increments, by providing written notice to Landlord at any time (each a "Notice of Exercise"); provided, however, that following Tenant's delivery of the Notice of Exercise to Landlord, Tenant may at any time prior to commencement of construction activities within the Additional Lease Area withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Tenant shall also have the right to record a Notice of Exercise, to be prepared on Tenant's standard form, without Landlord's signature to provide record notice of the exercise of the Option. The Additional Lease Area, or such portion as identified in the Notice of Exercise, shall become part of the Premises and subject to all terms and conditions of the Agreement, as it may have been amended, effective as of the date of the Notice of Exercise (the "Expansion Date"), whether or not the Notice of Exercise is recorded. Effective upon the Expansion Date, the Agreement shall automatically be amended to include the Additional Lease Area and Additional Lease Area Rent without the need for any further documentation.

5. Right of First Refusal. If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in the Agreement, on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

6. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Third Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Third Amendment.

7. Conditional Signing Bonus. Tenant will pay to Landlord a one-time amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) for the full execution of this Third Amendment, payable within sixty (60) days of the full execution of this Third Amendment

("Conditional Signing Bonus"). In the event that this Third Amendment (and any applicable memorandum of Agreement and/or amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Landlord.

8. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

a) Landlord is duly authorized to and has the full power and authority to enter into this Third Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

b) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

c) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

d) Landlord acknowledges that the Premises, as defined, shall include any portion of Landlord's Property on which communications facilities or other Tenant improvements exist on the date of this Third Amendment.

9. Notices. Tenant's notice address as stated in Section 4 of the Second Amendment is amended as follows:

If to Tenant:

T-Mobile West Tower LLC
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Leasing Administration

With a copy to:

T-Mobile West Tower LLC
c/o CCTMO LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

10. Counterparts. This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

11. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Third Amendment is hereby amended to be consistent.

12. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Third Amendment in the Official Records at any time following the execution of this Third Amendment by all parties hereto.

[Signature pages follow]

Landlord and Tenant have caused this Third Amendment to be duly executed on the day and year first written above.

LANDLORD:
THE BOARD OF EDUCATION OF
ALPINE SCHOOL DISTRICT, a Body
corporate

By: _____

Print Name: _____

Title: _____

Landlord affirms that this Third Amendment
was approved at a duly noticed public meeting
held on _____ 2025

[Tenant Execution Page Follows]

This Third Amendment is executed by Tenant as of the date first written above.

TENANT:
T-MOBILE WEST TOWER LLC, a
Delaware limited liability company

By: CCTMO LLC, a Delaware limited
liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

WHEN RECORDED RETURN TO:

T-Mobile West Tower LLC
c/o Post Closing – Recording
8020 Katy Freeway
Houston, TX 77024

Prepared by:
Weiss Brown, PLLC
6263 N. Scottsdale Rd., Suite 340
Scottsdale, AZ 85250

Space above this line for Recorder's Use

A.P.N. 17-035-0062

**Prior recorded document(s) in Utah County, Utah:
October 7, 2015 at #91959:2015**

**MEMORANDUM OF THIRD AMENDMENT TO
LEASE AGREEMENT WITH OPTION**

This Memorandum of Third Amendment to Lease Agreement with Option is dated as of the date of Landlord's signature, and made effective as of the date of execution by the last party hereto to sign ("Effective Date") by and between THE BOARD OF EDUCATION OF ALPINE SCHOOL DISTRICT, a Body corporate (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Tenant").

1. Landlord and VoiceStream PCS II Corporation, a Delaware corporation ("Original Tenant") entered into a Lease Agreement with Option dated May 13, 2004 (the "Original Agreement"), whereby Original Tenant leased certain real property, together with access and utility easements, located in Utah County, Utah from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. The Original Agreement was amended by that certain First Amendment to Lease Agreement with Option dated May 19, 2009 ("First Amendment"), and by that certain Second Amendment to Lease Agreement with Option dated August 20, 2015, a memorandum of which was recorded in the official records of Utah County, Utah ("Official Records") on October 7, 2015 at Entry No. 91959:2015 ("Second Amendment") (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement").

3. T-Mobile West Tower LLC is currently the Tenant under the Agreement as successor in interest to the Original Tenant.

4. The Agreement had an initial term that commenced on May 3, 2005 and expired on May 31, 2010. The Agreement provides for five (5) extensions of five (5) years each, four (4) of which were exercised by Tenant (each extension is referred to as an "Extension Term"). According to the Agreement, the final Extension Term expires May 31, 2035.

5. Landlord and Tenant have entered into a Third Amendment to Lease Agreement with Option (the "Third Amendment"), of which this is a Memorandum, providing for six (6) additional Extension Terms of five (5) years each. Pursuant to the Third Amendment, the final Extension Term expires on May 31, 2065.

6. By the Third Amendment, Landlord granted to Tenant the right of first refusal to purchase a portion of the Landlord's Property, under the following terms:

If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in the Agreement, on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

7. By the Third Amendment, Landlord granted to Tenant the option to expand the Premises by up to an additional three hundred (300) square feet adjacent to the Premises. Additional details of the foregoing expansion are set forth in the Third Amendment.

8. The terms, covenants and provisions of the Third Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

9. This Memorandum does not contain the social security number of any person.
10. A copy of the Third Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

LANDLORD:

THE BOARD OF EDUCATION OF ALPINE
SCHOOL DISTRICT, a Body corporate

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____ 2025, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of THE BOARD OF EDUCATION OF ALPINE SCHOOL DISTRICT, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Third Amendment to Lease Agreement with Option, and in due form of law acknowledged that he/she is authorized on behalf of said school district to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said school district.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal

(Signature of Notary)

My Commission Expires: _____

TENANT:
T-MOBILE WEST TOWER LLC, a Delaware
limited liability company

By: CCTMO LLC, a Delaware limited
liability company
Its: Attorney In Fact

By: _____
Print Name: _____
Title: _____
Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____ 2025, before me, the subscriber, a Notary Public in
and for said State and County, personally appeared _____, the
_____ of CCTMO LLC, known or identified to me to be the
person whose name is subscribed to the foregoing Memorandum of Third Amendment to Lease
Agreement with Option, and in due form of law acknowledged that he/she is authorized on
behalf of said company to execute all documents pertaining hereto and acknowledged to me that
he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said
State and County on the day and year last above written.

Notary Seal

(Signature of Notary)

My Commission Expires: _____

EXHIBIT A
(Legal Description of Landlord's Property)

SITUATE IN THE COUNTY OF UTAH, STATE OF UTAH, DESCRIBED AS FOLLOWS:

COMMENCING 13.5 FEET EAST FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN; THENCE EAST 1306.2 FEET TO THE WEST LINE OF 600 WEST STREET; THENCE SOUTH 660 FEET ALONG 600 WEST STREET; THENCE WEST 1306.5 FEET TO THE EAST LINE OF 800 WEST STREET; THENCE NORTH 660 FEET ALONG 800 WEST STREET TO THE PLACE OF BEGINNING.

TIMPANOGOS SCHOOL DISTRICT BOARD OF EDUCATION

Resolution # 2026-007

**A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE
BYU PUBLIC SCHOOLS PARTNERSHIP**

WHEREAS, the Board of Education of Timpanogos School District recognizes the value of collaborative partnerships that support educational excellence, professional learning, and student success; and

WHEREAS, the Brigham Young University Center for the Improvement of Teacher Education and Schooling (CITES), established in 1996 and located within the McKay School of Education, supports the BYU-Public School Partnership by facilitating its goals, objectives, and programs through professional development, education support, and education research; and

WHEREAS, participation in the BYU-Public School Partnership will provide opportunities for collaboration, innovation, educator support, and continuous improvement benefiting students, employees, and the District community;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of Timpanogos School District hereby authorizes and approves participation in the BYU-Public School Partnership and authorizes the Superintendent or designee to execute any necessary agreements or documents related to such participation in accordance with applicable law and District policy.

BE IT FURTHER RESOLVED that District administration is authorized to collaborate with representatives of Brigham Young University and the BYU-Public School Partnership in implementing programs, initiatives, and opportunities that support the educational mission of the District.

APPROVALS

Passed and Adopted this _____ day of _____, 20____.

Board President

Date

Drafted: 5.20.26
TSD Business Services Admin. _____
For Board Meeting: May 27, 2026

TIMPANOGOS SCHOOL DISTRICT BOARD OF EDUCATION

Resolution # 2026-008

**A RESOLUTION AUTHORIZING THE SOLICITATION OF PROPOSALS, BIDS, DESIGN,
ENGINEERING, AND CONSTRUCTION SERVICES FOR
A NEW DISTRICT OFFICE FACILITY.**

WHEREAS, the Board of Education of Timpanogos School District recognizes the need to establish a District Office facility to support the effective administration and operation of the District; and

WHEREAS, the Board of Education finds it to be in the best interest of the District to proceed with the planning, procurement, design, engineering, and construction processes necessary for the development of a new District Office facility; and

WHEREAS, Utah law authorizes school districts to procure architectural, engineering, construction, and related professional services in accordance with applicable procurement requirements and District policies;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of Timpanogos School District hereby authorizes District administration to:

1. Initiate and oversee the solicitation of Requests for Qualifications (RFQs), Requests for Proposals (RFPs), invitations for bids, and other procurement documents related to the planning, design, engineering, and construction of a new District Office facility;
 2. Engage architects, engineers, consultants, legal counsel, construction professionals, and other necessary parties in support of the project and procurement process;
 3. Evaluate procurement options and project delivery methods, including traditional design-bid-build, construction manager/general contractor (CM/GC), or other methods permitted under Utah law and District policy;
 4. Conduct all procurement activities in compliance with the Utah Procurement Code, applicable State Board of Education requirements, and District purchasing policies; and
 5. Present final contracts, agreements, and financial commitments related to the project to the Board of Education for approval in a public meeting (minimum of \$50,000 per contract).
-

APPROVALS

Passed and Adopted this _____ day of _____, 20____.

Board President

Date

Drafted: 5.20.26
TSD Business Admin. _____
For Board Meeting: May 27, 2026

TIMPANOGOS SCHOOL DISTRICT BOARD OF EDUCATION
Resolution # 2026-009

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN
ASPEN PEAKS SCHOOL DISTRICT AND TIMPANOGOS SCHOOL DISTRICT FOR
ALTERNATIVE HIGH SCHOOL SERVICES.**

WHEREAS, Aspen Peaks School District and Timpanogos School District were created pursuant to the Utah school district allocation process and will assume responsibility for educational services within their respective boundaries effective July 1, 2027; and

WHEREAS, the Parties desire to cooperate in providing alternative education services that best serve students and families within both school districts; and

WHEREAS, the proposed Memorandum of Understanding (“MOU”) provides for the continued operation and shared support of alternative high school programs, including Polaris High School and Summit High School, for the benefit of eligible students residing within both districts; and

WHEREAS, the MOU establishes terms related to enrollment, transportation, operational responsibilities, cost sharing, coordination between the districts, and other matters necessary for the continued operation of the alternative high school programs; and

WHEREAS, the Board of Education of Timpanogos School District finds that entering into the MOU is in the best interests of the District and its students;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of Timpanogos School District hereby approves the Memorandum of Understanding between Aspen Peaks School District and Timpanogos School District regarding the operation and support of alternative high school services, substantially in the form presented to the Board.

BE IT FURTHER RESOLVED that the Superintendent, Business Administrator, and other designated District officials are authorized to execute the Memorandum of Understanding and take such additional actions as may be necessary to implement and administer the agreement in accordance with applicable law and District policy.

BE IT FURTHER RESOLVED that the Board acknowledges the importance of maintaining alternative education opportunities and collaborative partnerships that support student success, educational access, and operational efficiency for both districts.

APPROVALS

Passed and Adopted this _____ day of _____, 20____.

Board President

Date

Drafted: 5.20.26
TSD Business Admin. _____
For Board Meeting: May 27, 2026

MEMORANDUM OF UNDERSTANDING
between
ASPEN PEAKS SCHOOL DISTRICT
and
TIMPANOGOS SCHOOL DISTRICT

This MEMORANDUM OF UNDERSTANDING (herein referred to as "MOU") is entered into effective as of July 1, 2027 (the "Effective Date"), by and between (in alphabetical order) ASPEN PEAKS SCHOOL DISTRICT, a political subdivision of the State of Utah, whose address is 575 N. 100 E. American Fork, Utah, 84003 (herein referred to as "APSD") and TIMPANOGOS SCHOOL DISTRICT, a political subdivision of the State of Utah, whose address is 490 N State Street, Lindon, Utah, 84042 (herein referred to as "TSD"). Each of APSD and TSD may be referred to as a "Party" and collectively as the "Parties".

RECITALS

- a. Whereas, the Parties were created pursuant to Utah Ballot Proposition 11 in November, 2024;
- b. Whereas, as of July 1, 2027 (the "Allocation Date"), the Parties will each assume responsibility for the education of students and the administration and operation of all matters within their respective geographic areas currently served by Alpine School District ("ASD");
- c. Whereas, pursuant to applicable statute, including UTAH CODE ANN. § 53G-3-201(2), local school boards may enter into cooperative agreements with other local school boards to provide education services that best use resources for overall operation of the public school system;
- d. Whereas, pursuant to applicable statute, including UTAH CODE ANN. § 53G-3-302, the Parties will divide the assets and liabilities of ASD, including real property and titled property (such as buses and other vehicles), of as required therein or as otherwise mutually agreed;
- e. Whereas, pursuant to UTAH CODE ANN. § 53G-3-302, as of the Allocation Date, APSD will assume possession and ownership of certain real property in American Fork, Utah, located at 704 S Utah Valley Dr, American Fork, UT 84003 (the "Property"), which is currently the site of Polaris High School and Summit High School (together, the "Alternative High Schools");
- f. Whereas, the Alternative High Schools serve distinct segments of the student population of ASD through tailored educational programs that provide individualized instruction, enhanced support services, and alternative pathways designed to promote student engagement and achievement;
- g. Whereas, it is in the mutual best interest of the Parties to continue serving those segments of their respective student populations following the Allocation Date in a manner that is, in all material respects, consistent with the services provided by the Alternative High Schools prior to the Allocation Date;

- h. Whereas, it is in the mutual best interest of the Parties to promote efficiency by sharing the costs associated with the continued provision of services to these segments of their respective student populations through the ongoing operation of the Alternative High Schools for the benefit of both Parties and their respective student populations;
- i. Whereas, pursuant to UTAH CODE ANN., § 63G-6a-2102 *et seq.* a public entity may enter into an agreement with one or more other public entities to, among other things, “commonly use or share warehousing facilities, capital equipment, and other facilities”; and
- j. Whereas, each of the Parties is a governmental entity subject to the *Governmental Immunity Act of Utah*, UTAH CODE ANN., § 63G-7-101 *et seq.*, as amended (the “Act”).

Now, therefore, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

AGREEMENT

- a. Operation of the Alternative High Schools: APSD agrees that, following the Allocation Date, it shall continue to operate the Alternative High Schools for the benefit of both Parties and their respective student populations. Such operation shall be, in all material respects, consistent with the services provided by the Alternative High Schools prior to the Allocation Date and in accordance with the provisions of this MOU for the duration of the Term.
- b. Enrollment: For the duration of the Term, students from either Party shall be permitted to enroll at either Alternative High School, subject to the criteria set forth on Exhibit A, attached hereto (the “Enrollment Criteria”). Enrollment at the Alternative High Schools shall be consistent with the Enrollment Criteria, which may be amended from time to time by mutual written agreement. Except for the purposes of FERPA compliance, as set forth in Paragraph u, below, students of either Alternative High School shall be considered to be enrolled in APSD, and APSD shall enroll such students in accordance with the Enrollment Criteria and without respect to open enrollment thresholds, enrollment capacity benchmarks, or similar, except as referenced within the Enrollment Criteria.
- c. WPU Attributable to Enrolled Students: APSD shall be entitled to collect all WPU and other federal or state funding or reimbursements attributable to any student enrolled at either Alternative High School, *provided*, that the WPU and other funding or reimbursements received by APSD and attributable to students who reside within the boundaries of TSD shall be credited against TSD’s portion of the Operating Expenses as described in Paragraph e, below.
- d. Transportation: Unless otherwise agreed in writing between the Parties, each Party shall be responsible to transport the students residing within its respective district boundaries to the Alternative High Schools. The Parties shall use reasonable best efforts to coordinate such transportation with the administrators of the Alternative High Schools in order to minimize disruptions, address safety concerns, and ensure timely student arrival and pick-up.
- e. Operating Expenses and Responsibilities: During the Term, the Parties shall jointly share the expenses associated with the operation of the Alternative High Schools (the “Operating Expenses”) in the manner set forth on Exhibit B, attached hereto. For the avoidance of doubt, any WPU or other reimbursements which are received by APSD and are attributable

to students who reside within the boundaries of TSD shall be credited against TSD's portion of the Operating Expenses. APSD will not claim property tax reimbursement for these students. APSD shall invoice TSD for its portion of the Operating Expenses on a quarterly basis, and TSD's payment shall be due within 30 days of its receipt of each such quarterly invoice. The Parties expressly acknowledge and agree that this MOU contemplates continued funding of the Alternative High Schools during periods of time when enrollment proceeds are insufficient to fully cover the Operating Expenses, and hereby agree to fund the Alternative High Schools, as set forth on Exhibit B, at levels sufficient to maintain operations during such periods unless otherwise agreed between the Parties in writing.

For the avoidance of doubt, capital expenses, including expenditures for the acquisition, construction, or major improvement or real property or equipment that has a useful life of more than three years and a total cost exceeding \$5,000, shall not be considered Operating Expenses hereunder. APSD shall be solely responsible for all capital expenses related to the Alternative High Schools, including those related to structural integrity, building systems (including HVAC repair, roofing, and plumbing), and permanent site improvements, unless otherwise agreed between the Parties in writing.

APSD assumes the liability of the lease of the current building. The Alternative High Schools are located in the 5th East Building. The lease of the 5th East Building expires on **Dec 31, 2030**. The annual / monthly rent for the 5th East Building is listed below:

- 2027: \$1,023,782.35 / yr (\$85,315.20 / month)
- 2028: \$1,054,495.79 / yr (\$87,874.65 / month)
- 2029: \$1,086,130.62 / yr (\$90,510.89 / month)
- 2030: \$1,118,714.54 / yr (\$93,226.21 / month)

During the Term, the Parties shall jointly share the expenses associated with the operation of the Alternative High Schools (the "Lease Expenses") in the manner set forth on Exhibit B, attached hereto.

Sublease - Training Room Gym: Phil Templeman currently subleases 22,000 square feet in the 5th East building for \$14,000/month (increasing to \$14,500/month starting in July). Either Phil or ASD can terminate the lease at any time with 6 months written notice, or it will expire automatically on **Dec 31, 2026**.

- f. Disclaimer of Continuing Interest in the Alternative High Schools: TSD expressly acknowledges and agrees that it holds no ownership or other legal interest in the Property, and that nothing in this MOU, including any application of TSD Operating Expense payments toward the maintenance or potential APSD purchase of the Property, shall be construed to create any such interest. TSD further acknowledges and agrees that this MOU creates no right or expectation of continued enrollment of TSD students in the Alternative High Schools beyond the expiration of the Term.
- g. Coordination and Cooperation: To facilitate the implementation of the MOU, the Parties agree to designate, as of the Allocation Date, a member of their cabinet leadership team (or similar) to serve as the liaison and primary point of contact for matters related to this MOU (each such individual, a "Liaison"). The initial Liaison for APSD shall be the Assistant Superintendent – Secondary, and the initial Liaison for TSD shall be the Assistant Superintendent – Teaching & Learning – Secondary. Liaisons serve at the pleasure of their

respective Superintendents, who may replace their Liaison at any time by providing notice to the other Party's Liaison. The Liaisons shall serve as the primary means for inter-district coordination regarding the Alternative High Schools and, among other things, shall: annually review the Enrollment Criteria and suggest changes, if advisable, to their respective Superintendents; review the annual operating budget and the calculation of the Operating Expenses; monitor the operation of the Alternative High Schools; review any proposed relocation of the Alternative High Schools; and attempt to resolve disputes. Although the Liaisons are a means for joint decision-making, communication, and dispute resolution, the Alternative High School administrators shall retain operational autonomy and, for the avoidance of doubt, shall remain solely answerable to APSD administration.

- h. Change in Location: The Parties acknowledge and agree that APSD may relocate either or both of the Alternative High Schools upon 180 days' prior written notice to TSD, *provided* that such relocation must be within the boundaries of either TSD or APSD. Any replacement facility shall be sufficient to maintain the operation of the Alternative High Schools in a manner that is, in all material respects, consistent with their prior operation at the Property.
- i. Separation Agreement: The Parties acknowledge and agree that upon termination of this agreement that the contracts of the Alternative Schools' employees will be divided between the two parties based on their proportion of total APSD + TSD student population and the employees with ongoing contracts will continue with ongoing positions with one of the respective parties.
- j. Audit Rights: Either Party shall have the right, through their Liaison or their designee, to audit compliance with the terms of this MOU, during normal business hours and with at least five Business Days' prior written notice. For the purposes of this MOU, "Business Day" shall mean any weekday, excluding APSD-observed holidays and student non-attendance days due to scheduled school breaks, but including days during the summer recess when APSD administrative operations remain open.
- k. Term: The term of this MOU shall commence on the Effective Date and continue through the date that is three years after the Allocation Date (the "Term"). No later than 12 months before the end of the Term, APSD and TSD shall meet to negotiate in good faith whether to renew the Agreement, renegotiate the Agreement, or allow the Agreement to terminate automatically at the conclusion of the Term. This MOU may not be terminated by convenience prior to the conclusion of the Term without the express written consent of both Parties.
- l. Termination for Cause: Notwithstanding any other provision to the contrary herein, either Party may terminate their participation in this MOU prior to the expiration of the full Term for cause if the other Party materially breaches any of its obligations under this MOU and fails to cure such breach within 30 days after receiving written notice specifying the nature of the breach.

A material breach shall mean:

- a. Failure to timely provide the Operating Expense and lease payment reimbursements contemplated herein;

- b. Failure to operate the Alternative High Schools, for the benefit of both Parties and their respective student populations, in a manner consistent with the provisions of this MOU and, in all material respects, consistent with the services provided by the Alternative High Schools prior to the Allocation Date, for the duration of the Term;
 - c. Failure to enroll TSD students as required under Paragraph b of this MOU and the Enrollment Criteria;
 - d. Failure to share information with TSD, including Confidential Information, related to students residing within TSD boundaries as required in Paragraph u, hereunder; and
 - e. Failure to maintain the insurance required hereunder.
- m. Modifications and Amendments: This MOU may be modified only by a writing signed by each of the Parties which remains party to the MOU at the time of the modification.
- n. Notices: All notices given under any of the provisions of this MOU must be in writing and shall be deemed to have been delivered either: (a) when emailed or delivered in person to the recipient named below; or (b) upon two (2) days following deposit in the United States Mail, either registered or certified, return receipt requested, postage prepaid, addressed to the party or person intended as follows:

“APSD”

Bea Twede
Business Administrator
ASPEN PEAKS SCHOOL DISTRICT
759 E Pacific Dr
American Fork, Utah 84003

“TSD”

Jason Sundberg
Business Administrator
TIMPANOGOS SCHOOL DISTRICT
490 North State St
Lindon, Utah 84042

Any Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party, employee, agent, or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

- o. Equitable Remedies and Cumulative Rights: The rights and remedies of any of the Parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute

or otherwise of any Party aggrieved as against any other Party for a breach or threatened breach of any provision hereof, it being the intention of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise. Nothing in this MOU shall be construed as a waiver of any Party's protections, rights, or defenses applicable under the Act, including without limitation, the provisions of UTAH CODE ANN., § 63G-7-604 regarding limitation of judgments. It is not the intent of the Parties to incur by contract any liability for the operations, acts, or omissions of any other Party or any third-party and nothing in this MOU shall be so interpreted or construed.

- p. Mediation and Dispute Resolution: The Parties agree to resolve any disputes, disagreements, or claims arising under or relating to this MOU in a cooperative manner, as follows:
 - a. Independent Resolution: Any dispute shall first be submitted to the Liaisons designated pursuant to Paragraph g of this MOU. The Liaisons shall review the matter and attempt in good faith to resolve it within 30 days' notice of the dispute.
 - b. Superintendent Review: If the dispute cannot be resolved by the Liaisons, the Parties shall escalate the matter, in writing, to each Party's Superintendent or their designee. The Superintendents or designees shall meet in good faith to attempt resolution within fifteen (15) days following written escalation of the dispute.
 - c. Mediation: If the dispute remains unresolved after Superintendent-level review, the Parties agree to seek resolution through mediation. The mediation shall be conducted by a mutually agreed-upon mediator.
 - d. Good-Faith Participation: Each Party hereto agrees to participate in the foregoing dispute-resolution process in good faith.
 - e. Preservation of Rights: Nothing in this Section shall limit any Party's rights under this MOU or applicable law, including the right to seek injunctive or equitable relief or to exercise its termination rights, provided that judicial action shall not be initiated until the procedures set forth in this Mediation and Dispute Resolution Section have been exhausted.
- q. Governing Law, Jurisdiction, and Venue: The laws of the State of Utah in all respects govern this MOU, and the Parties hereto consent to exclusive jurisdiction and venue in the courts of Utah County, State of Utah.
- r. Entire Agreement: This instrument sets forth the entire agreement among the Parties and supersedes all prior agreements, whether written or oral and except as otherwise amended in writing by mutual agreement of all the Parties.
- s. Severability: In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this MOU and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed

invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

- t. Indemnification: Each Party agrees to indemnify, defend, and hold harmless the other Parties from and against any and all claims, damages, liabilities, losses, or expenses (including reasonable attorneys' fees) arising directly from the negligence or willful misconduct of the indemnifying Party in connection with its obligations or activities under this MOU, provided that the indemnified Parties provide prompt written notice of any such claim and cooperate in the defense thereof. Nothing in this Indemnification Section shall be construed as a waiver of any immunity, limitation, or defense available to any Party under the Act.
- u. Limitation of Liability: The liability of each Party to the other Party for any and all claims, damages, losses, or expenses arising out of or in connection with this MOU, whether in contract, tort, or otherwise, shall be limited to the amount of Operating Expenses attributable to TSD under this MOU during the prior calendar year. No Party shall be liable to any other Party for any indirect, incidental, consequential, Alternative High, or punitive damages, including without limitation lost profits, lost revenue, or lost opportunity, even if advised of the possibility of such damages. This Limitation of Liability provision shall not limit the Parties' obligations to maintain insurance or to indemnify one another as expressly required under this MOU, nor shall it be construed to limit any Party's liability to the extent such limitation is prohibited by applicable law. The obligations under this Section shall survive the expiration or termination of this MOU.
- v. Confidentiality: Each Party agrees to maintain the confidentiality of any non-public, proprietary, or confidential information of another Party that is disclosed or made available in connection with this MOU or the operation of the Alternative High Schools, including without limitation information that is protected under FERPA, student records, employee records, security procedures, and operational data ("Confidential Information"). Each Party shall use such Confidential Information solely for purposes of performing its obligations or exercising its rights under this MOU and shall not disclose such Confidential Information to any third party except to its employees, agents, contractors, or professional advisors who have a legitimate need to know such information for purposes of this MOU and who are bound by confidentiality obligations at least as protective as those set forth herein.

Notwithstanding the foregoing, Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the receiving Party; (b) was lawfully known by the receiving Party prior to disclosure by the disclosing Party; (c) is lawfully received by the receiving Party from a third party without breach of any obligation of confidentiality; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.

Each Party agrees to implement reasonable administrative, technical, and physical safeguards designed to protect Confidential Information from unauthorized access, use, or disclosure. In the event of any unauthorized access to or disclosure of Confidential Information, the receiving Party shall promptly notify the disclosing Party and cooperate in good faith to mitigate any resulting harm.

Upon termination or expiration of this MOU, each Party shall, upon written request of another Party, return or destroy such other Party's Confidential Information in its possession or control, except to the extent retention is required by law or the Party's records-retention policies.

The Parties agree that, exclusively for the purposes of FERPA and pursuant to 34 CFR § 99.31, APSD shall be considered a "school official" of TSD during the Term, in that APSD (i) is a contractor, consultant, volunteer, or other party to whom TSD has outsourced institutional services or functions upon the request of TSD, (ii) performs an institutional service or function for which the agency or institution would otherwise use employees, (iii) is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (iv) is subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. Consistent with the foregoing, APSD shall disclose to TSD information, including Confidential Information, relating to students residing within TSD boundaries.

The obligations set forth in this Section shall survive the expiration or termination of this MOU.

- w. Insurance and Risk Transfer: APSD shall maintain insurance coverage sufficient to cover the obligations, activities, and personnel necessary to operate the Alternative High Schools pursuant to this MOU. The costs solely attributable to the insurance premiums for this insurance coverage shall be considered Operating Expenses, and shall be allocated between the Parties as described in Paragraph e, above.
- x. Counterparts: This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means, including without limitation by PDF, facsimile, or electronic signature service, shall be deemed to be original signatures for all purposes and shall be binding upon the Parties to the same extent as original handwritten signatures.

* * *

SIGNATURE PAGES FOLLOW

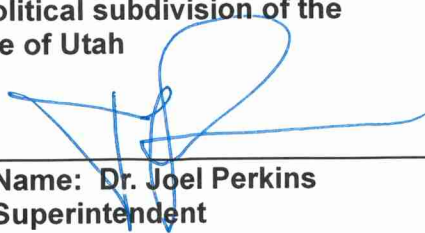
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This MOU is entered into and effective as of the Effective Date.

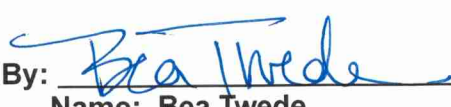
“APSD”

ASPEN PEAKS SCHOOL DISTRICT

**A political subdivision of the
State of Utah**

By: _____

**Name: Dr. Joel Perkins
Superintendent**

By: _____

**Name: Bea Twede
Business Administrator**

“TSD”

TIMPANOGOS SCHOOL DISTRICT

**A political subdivision of the
State of Utah**

By: _____

**Name: Dr. Joseph Jensen
Superintendent**

By: _____

**Name: Jason Sundberg
Business Administrator**

EXHIBIT A

Enrollment Criteria

Parties will follow the respective enrollment process for each school included below. Polaris cannot be offered as an option in lieu of district disciplinary hearing. Enrollment distribution will be evaluated quarterly and will be the basis for reimbursement. Available spots will vary at each school. Coordination with district liaisons and respective school administration will be needed to ensure equitable access to services.

EXHIBIT B

Operating Expenses and Proportionate Responsibility

APSD and TSD share Operating Expenses based on their proportion of total APSD + TSD student population;

APSD and TSD share Net Facility Lease Expenses based on their proportion of total APSD + TSD student population. Net Facility Lease Expenses will be based on the total lease costs minus the sublease income and will be based on the percentage of the building being utilized for the shared alternative schools.