

Board Meeting Documents
May 28, 2026

MINUTES OF THE STUDY SESSION – MAY 14, 2026

The Board of Education of the Lake Mountain School District met in a study session on Thursday, May 14, 2026, at 4:00 PM. The study session took place in the board room at the Lake Mountain School District office in Saratoga Springs, UT.

Board members present: President Julie King, Vice President Matt Isaacson, Charity Judkins, Joylin Lincoln, Julie Myers, Melissa Sauser, and Ilene Strong.

Also present: Superintendent Carter and members of the administrative staff. There were approximately 3 others in attendance. Absent: Deputy Superintendent Bollinger.

Data at the Secondary Level/Data Gateway Review for Elementary

Jason Crowton, Director of Results & Achievement in Alpine School District presented secondary and elementary school report cards and school improvement data to the Board of Education, including a variety of metrics and student group performance indicators used to evaluate how individual schools and student populations are performing. He reviewed the data points the District uses to measure overall performance compared to the metrics utilized by the State, demonstrated how to access data sets through Data Gateway, and explained the various assessments administered at different grade levels to measure student growth and achievement. Current and historical data trends were also shared with the Board.

Mr. Crowton fielded questions from the Board of Education.

ATEC West Concept Plans

President King presented the conceptual plan for the ATEC West campus to the Board of Education, reviewing proposed additions and updates to the facility. She noted that Board leadership met with staff and parents to gather input on the design and shared that the District is working closely with the developer throughout the process. A 15-year lease is anticipated for the location as a long-term solution. Occupancy is expected in December of this year, with students anticipated to begin utilizing the new facility in January 2027. President King added that students have been told the new facility is their Christmas present.

President King fielded questions from the Board of Education.

The meeting adjourned at 4:56 PM.

MINUTES OF THE BOARD MEETING – MAY 14, 2026

The Board of Education of the Lake Mountain School District met in a board meeting on Thursday, May 14, 2026, at 6:00 PM. The board meeting took place in the boardroom of the Lake Mountain School District Office in Saratoga Springs, UT.

Board members present: President Julie King, Vice President Matt Isaacson, Charity Judkins, Joylin Lincoln, Julie Myers, Melissa Sauser, and Ilene Strong.

Also present: Superintendent Carter and members of the administrative staff. There were approximately 7 others in attendance. Absent: Deputy Superintendent Bollinger.

President Julie King conducted the meeting.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Travis Haws, first grader at Cedar Valley Elementary School.

INSPIRATIONAL THOUGHT OR REFLECTION

An inspirational thought was given by Tysan Haws, sixth grader at Cedar Valley Elementary School.

PUBLIC COMMENT

Hillary Clark of Eagle Mountain, mother of five boys, including a sophomore at Horizon who is expected to attend ATEC West in two years – stated she voted in favor of the split but had concerns about whether an adequate facility would be available for her son. She encouraged the Board to approve the ATEC West contract and move forward with the new facility presented during the Study Session earlier that day. Ms. Clark shared that she has spoken during ASD Board meetings for years about the need for an adequate ATEC facility and expressed appreciation that the Board has made the project a priority. She thanked the Board for pursuing a facility that better serves disabled students and for dedicating time, thought, and resources to meeting those needs during a critical stage in the development of the new district. She also applauded the teachers and staff at ATEC for their tireless work within the current facility and thanked parents for their contributions to the student experience. Ms. Clark urged the Board to approve the much-needed facility and thanked members for their efforts in making Lake Mountain School District successful, noting that the community recognizes and appreciates their work.

CONSENT AGENDA

Board president King recommended that the Board approve the consent agenda. Board member Sauser made the motion to approve the consent agenda, and it was seconded by Board member Lincoln. The Board voted in favor and the motion passed unanimously.

DISCUSSION ITEMS

1. FY27 Budget Discussion

President King informed the Board and the public that the posted budget documents were missing information. Mrs. Loniero will upload the corrected document as a separate attachment to both the Lake Mountain website and the Public Notice website. President King noted that the budget must be posted at least ten (10) days prior to Board approval, therefore the vote will take place at the next meeting.

Board member Sauser asked for a summary update on the district's current financial position, noting that many community members have expressed concerns regarding the new district and its limited budget.

President King stated that she feels incorrect information has been shared regarding the budgets and finances. Referencing a former Business Administrator's statement that "a growing district is a healthy district," President King expressed confidence that the district is in a strong financial position due to continued growth. She noted that while growth creates additional capital needs, it also generally lowers the cost per student because more students are served within each building. President King explained that when the district pursued the Lease Revenue Bond for the new high school and additional facility opening

this fall, the process was completed under Lake Mountain, since the new district would assume the debt following the split. She stated that the district's finances and credit were closely evaluated, and there was strong interest from buyers because of the district's favorable credit rating. That demand helped lower the bond's interest rate, resulting in a rate lower than the General Obligation Bond rates being issued by Utah districts at that time. She added that the agencies responsible for bond ratings gave the district strong evaluations, which increased his confidence in the district's financial future. President King further explained that the current budget differs from future budgets because it covers the period from July 1, 2026 through June 30, 2027, prior to the district becoming fully operational. She noted that the budget is significantly smaller than what is anticipated beginning July 1, 2027, as it currently reflects the \$60 per-student allocation received in January 2026, with another allocation expected in January 2027. She also shared that, through negotiations, each new district received \$10 million in capital funding to address immediate capital needs. Some funds will carry over into future years. President King emphasized that the current budget represents only a fraction of the district's eventual operating budget once the district assumes full responsibility for student instruction on July 1, 2027. She concluded by noting that the district's first budget was very small, the current budget is larger due to capital funding, and the district expects to have a fully operational budget in place for FY28.

Board member Strong asked whether the \$60 per-student revenue allocation listed under Revenue would still apply since the fiscal year ends in June.

President King explained that for FY26, the district received approximately \$1.5 million in January, but the funding was intended to support operations across two fiscal years. Rather than allocating the full amount within a single fiscal year, the district divided the funds, allocating half for the first six months of one fiscal year and the remaining half for the first six months of the next fiscal year. She noted that the carryover line item reflects funds the district intentionally planned not to spend so they could roll over into the following calendar year.

Board member Strong clarified that the district received approximately \$1.5 million for the first six months of the calendar year and asked whether another \$1.5 million would be received beginning in January 2027 for the remainder of the 2027 calendar year.

President King explained that the funding can last as long as the district does not spend it all immediately, with the intent being to support the district through the period of January 1, 2027 to June 30, 2027. She added that, due to projected student growth, the district expects to receive more than \$1.5 million next year because enrollment in January 2027 is anticipated to be higher than it was in January 2026.

Board member Strong stated that she had reviewed the corrected version of the budget document and noted that projected revenue was just under \$41 million while expenses exceeded \$41 million. She questioned why projected expenses were higher than projected revenue, expressing the opinion that expenses should generally remain below revenue.

President King noted that there is an element of flexibility built into these figures. She stated that she does not expect the full \$37 million in capital expenditures to be spent in the current period. As an example, of the \$10 million allocated for capital, certain costs—such as the purchase of the 100 acres and the down payment/deposit for the ATEC facility—are paid upfront, even though the full accounting reflects the entire \$10 million since timing of invoices is not always known. She explained that it is common practice to allocate capital dollars across fiscal years in this manner, often carrying similar amounts into successive years due to uncertainty around when expenses will actually come due. This approach provides necessary flexibility and protects the budget from needing frequent amendments. For instance, if only \$9 million had been budgeted instead of \$10 million and an invoice arrived earlier than anticipated, a budget amendment would be required. Capital expenditures tend to vary in timing depending on construction schedules and deposit requirements, making this approach standard practice.

Board member Strong asked whether the intent was to avoid exceeding current spending limits and simply maintain flexibility as needed. **President King** confirmed that this was correct.

Vice President Isaacson commented on the land purchase allocations, noting that the budget includes funding for future land acquisitions. He observed that, although the Board had recently approved the purchase of 100 acres, planning is already underway for subsequent acquisitions. He explained that this reflects the ongoing nature of growth in the district and the need to engage in multi-year capital planning to

ensure the district does not fall behind. He added that while suitable properties may not always be immediately available, the district continues to actively evaluate options to meet future needs.

Board member Sauser highlighted the Board's leadership and its intentional approach to both spending and saving. She requested additional information be shared regarding these efforts, noting that while this has been discussed in prior meetings, it has not been presented at this table. She emphasized that it would be a valuable opportunity to communicate to the community how the district is being financially responsible with its current limited resources.

Vice President Isaacson noted that facility planning, including land purchases and partnerships, is a significant component of the district's overall strategy. He referenced a recent partnership with a developer through which 21 of the 100 acres purchased were donated as part of negotiated agreements, highlighting the value of strong collaboration with stakeholders invested in local schools. He expressed hope that this approach can serve as a model for future land acquisitions, including potential agreements with developers holding large parcels of land to designate sites for future elementary schools. He further stated that, with a little over a year remaining, there are transitional facility needs that must be addressed, as the district does not yet have all required warehouse and support service spaces in place. These facilities will need to be developed, and staff are exploring innovative construction methods and cost-saving options. He noted that current planning for projects such as a bus maintenance center includes alternative building materials and nontraditional construction approaches that could result in significant cost savings compared to conventional brick-and-mortar structures. He concluded by emphasizing the district's urgency to be fully prepared by July 1, 2027, while maintaining a responsible and cost-effective approach to development.

President King noted several cost-saving measures that are not directly related to capital expenditures. She explained that the district has delayed hiring a Business Administrator (BA), a position typically among the highest compensated in the district. Given the limited available funding, she indicated that postponing this hire has resulted in significant savings. She also noted that the district has received support from ASD when needed. She emphasized that all financial actions must be approved in a Board meeting to ensure compliance with applicable regulations, including proper documentation and posting requirements. By delaying certain hires, the district is intentionally maintaining lean staffing levels, which she described as a cost-saving strategy, noting that it is generally easier to add positions later than to reduce them after hiring. She added that staff are currently covering multiple roles, including the absence of a dedicated HR Director, with the Superintendent assuming those responsibilities to ensure adherence to required guidelines, procedures, and codes. President King also highlighted ongoing efforts to secure grant funding and explore additional revenue sources, including discussions with the County regarding Greenbelt funds. She referenced strong relationships with local municipalities, noting that the current district facility was made possible through the partnership with Saratoga Springs, which allowed the district to avoid a bond and instead utilize an arrangement that effectively finances the building. She added that discussions are also underway with Eagle Mountain regarding future partnerships for new construction projects and the responsible use of taxpayer funds. She concluded by stating that multiple initiatives are in progress to maximize available resources and stretch taxpayer dollars, allowing the district to prioritize projects such as the ATEC West build. She expressed appreciation that the Board has chosen to prioritize that project.

Board member Sauser apologized for raising the question without prior notice and expressed appreciation for the information that was shared.

ACTION ITEMS

1. ATEC West Contract Approval

President King noted that this is a 15-year lease and address the public's concern that a lease arrangement could imply a non-permanent residence for the school, emphasizing that this is intended as a long-term plan for the district.

Board member Lincoln motioned to approved the ATEC West Contract and it was seconded by **Board member Judkins**.

Vice President Isaacson thanked the groups they are working with and reflected on discussions from a few months ago regarding the school's location and construction options. He noted that during a prior study session, there was consideration of adding the project to Horizon, but that option would have been highly capital intensive. He explained that the current approach is structured differently, highlighting the

partnerships involved, including the St. Johns Group, which will hold the lease. He added that the lease structure makes the upfront costs more affordable and significantly lower than building at Horizon would have been, and expressed appreciation for the work done.

Board member Judkins echoed those sentiments and expressed appreciation that this has been a shared priority to provide a facility that students and staff deserve. She shared excitement about the project, noted the significant amount of work that went into it, and expressed enthusiasm about seeing it on the agenda and moving the process forward.

Board member Strong expressed appreciation, noting that it is impressive to see progress being made on initiatives only six months out.

Board member Lincoln shared excitement about serving on a Board that values innovation and actively seeks creative solutions to long-standing needs.

The Board voted in favor and the motion passed unanimously.

2. Saratoga Springs REPC – 10 Acres Land Purchase

Vice President Isaacson motioned to table this action item until the next board meeting, and it was seconded by Board member Sauser.

Vice President Isaacson noted that it may have been premature to place this item on the agenda, as there are still a few details that need to be worked out.

The Board voted in favor and the motion passed unanimously.

SUPERINTENDENT AND BOARD MEMBER REPORTS

Superintendent Carter shared that Assistant Superintendent of Secondary Education Kim Romeril, who is joining from California, has been in Alpine School District throughout the week and attended the meeting. She noted that she has spent time visiting schools, participating in district meetings, and attending a prior CTE meeting. Mrs. Romeril will relocate to Utah and officially begin with ASD on July 1, 2026, before transitioning to Lake Mountain School District on July 1, 2027. Superintendent Carter also announced several new hires, including Jeremy Scott as Principal of Lake Mountain Middle School, Eric Marianno as Principal of Vista Heights Middle School, Scott Chandler as Director of Technology Engineering, and Brock Giles as Director of Technology Operations and Support. She shared that the next hire to be announced will be the ATEC principal, with the announcement anticipated the following Wednesday. She expressed excitement for the new principal to begin the process of naming the school and selecting a mascot. Positions for Director of School Safety & Risk Management, Director of Student Services, and Director of Transportation have also been posted. She reported on attending Cedar Valley Elementary School's celebration commemorating 116 years of operation, noting that student council members welcomed guests and distributed materials. The event featured photographs, memorabilia, and a positive atmosphere filled with smiles and celebration. Superintendent Carter also referenced attending the Administrative Retirement Dinner, where appreciation was expressed to retiring administrators for their years of service and contributions. Superintendent Carter thanked Jason Crowton for his presentation on district data, commending him for effectively explaining complex information. She encouraged those interested in understanding student performance data to review the presentation, emphasizing that the data represents only a snapshot or "one day in the life" of a student and should not be the sole basis for decision-making. She reiterated her support for the PLC process and the ongoing data collection conducted by teachers and concluded by thanking employees for their continued efforts and dedication.

Board member Judkins shared that the Foundation officially received approval of its application through the State the previous day. She expressed excitement about the progress being made, including work on the Foundation's logo and branding, as well as upcoming events focused on engaging and educating the public. She also noted that a strong Board of Directors is beginning to take shape, with passionate individuals committed to supporting students, staff, and the community, and stated that she is excited to see the Foundation continue to grow and develop.

Vice President Isaacson shared that, as the school year comes to a close and with children in elementary, middle, and high school, he enjoys the excitement surrounding end-of-year activities such as Field Day and class parties. He also referenced attending the Vista Heights Middle School end-of-year band concert, noting that a new teacher

is taking over the program. He described a lighthearted moment when Mrs. Mortensen briefly left the stage and returned wearing an inflatable dinosaur costume to conduct the final piece of the evening, announcing that the last song would be “Jurassic Park.” He expressed appreciation for educators’ hard work throughout the year and noted that, despite everyone being ready for summer break, staff and students continue to end the year on a positive and memorable note.

Board member Strong echoed Vice President Isaacson’s comments, noting that extracurricular activities were a significant part of what made school enjoyable for her personally. She shared that she attended the 6A State Championship, where she watched Westlake and Cedar Valley High Schools compete, and described the excitement of being in the stands with students and cheering them on. She emphasized that athletics, band, and other student clubs play an important role in student engagement and school experience. She added that, from her perspective, these opportunities were a key part of what made school meaningful and expressed strong support for extracurricular programs.

Board member Sauser commented on the many end-of-year events, noting that she appreciated the inspirational thought shared by Tyson during the meeting regarding perseverance and staying committed to tasks that remain important over time. She reflected that, as the school year wraps up, there are still numerous activities occurring even as summer approaches, and she expressed gratitude to those who coordinate these events and provide opportunities for participation. She also stated that she is excited about the approval of ATEC West contract and mentioned its anticipated opening around Christmastime, joking that the final naming may reflect a winter theme. She concluded by thanking Hillary for her comments, noting that she represents the perspectives of many parents and expressing appreciation for her input.

Board member Judkins shared that she recently attended the Cedar Valley High School FFA Awards Banquet and was impressed by the quality and accomplishments of the students. She noted that students led the entire event and highlighted the strong support systems behind them, including teachers, administrators, and parents. She expressed enthusiasm about the opportunity to witness these experiences and stated that she is consistently impressed by what students are achieving and the impactful work being done by educators.

ADJOURNMENT

On motion by Board member Lincoln and it was seconded by Board member Strong, the meeting adjourned into Closed Session per Utah State Code 52-4-205 as needed to discuss personnel, property, or litigation at 6:38 PM. The Board members who voted in favor were President Julie King, Vice President Matt Isaacson, Charity Judkins, Joylin Lincoln, Julie Myers, Melissa Sauser, and Ilene Strong. The motion passed unanimously.

MINUTES OF THE CLOSED SESSION – MAY 14, 2026

The Board of Education of the Lake Mountain School District met in a closed session on Thursday, May 14, 2026 at **7:03** PM. The meeting took place in the boardroom of the Lake Mountain School District Office.

Board members present: President Julie King, Vice President Matt Isaacson, Charity Judkins, Joylin Lincoln, Julie Myers, Melissa Sauser, and Ilene Strong.

The purpose of the closed session was to discuss personnel, property, litigation, and collective bargaining.

ADJORNMENT

On motion by Board member **Sauser and seconded by Board member **Judkins**, the meeting adjourned at **7:18** PM.**

Position	Name	Start Date
Director of Technology: Engineering	Scott Chandler	7/1/27
Director of Technology: Operations & Support	Brock Giles	7/1/27
Principal of ATEC West	Lucas Charon	7/1/26

Lake Mountain School District

FY27 Budget

Revenue:

Carryover from FY26 budget (possibly 500k?)	\$500,000
Carryover (July 1-Dec 31 portion of Jan 1 payment)	\$750,000
January 1, 2027 Payment (\$60 per student)	\$1,500,000
Remaining capital fund from March 1 allotment	\$10,000,000
Sale of Walker Property	\$10,000,000
Additional capital payout	\$18,000,000
Allotment from ASD Balance (BA)	\$88,000
Lease Revenue	\$120,000
Total:	\$40,958,000

Expenditures:

Salaries and Benefits	\$1,886,000
Superintendent	
Deputy Superintendent	
Assistant Superintendent	
Communications Coordinator	
Executive Assistant	
Contracted Work	
Stipends	
USSA/UASBO	\$10,000
General expenditures	\$50,000
Mileage	\$5,000
Total:	\$1,951,000

Capital Expenses:

Payment for building	\$160,000
FFE	\$100,000
Renovations/satellite	\$250,000
Land	
High school land	\$2,200,000
County land (\$200k x 15 acres)	\$3,000,000
Middle school site in EM (25 to purchase)	\$6,250,000
2 EM elementary sites (10 acres each)	\$2,500,000
ATEC West	\$2,500,000

Sprung board room (100 ft. x 250 ft. x \$70 sq ft)	\$1,750,000
Sprung service bays (15k x \$70)	\$1,050,000
Warehouse (40k x \$70)	\$2,800,000
Pads, subs, interior building	\$13,300,000
Other	\$1,750,000

Total: \$37,610,000

Board Expenses:

Salaries (July-June 12 x \$1,000x8%)	\$90,720
Other	\$1,000
USBA, training	\$10,000
Mileage (\$1,000 per board member)	\$7,000
Materials	\$1,000

Total: \$109,720

General Expenditures:

Reimbursement of Interlocal	\$100,000
Other	\$473,000
Superintendent Budget	\$875,000

Total: \$1,448,000

Total: \$41,118,720

MEMORANDUM OF UNDERSTANDING RE: Intellectual Property
between
ASPEN PEAKS SCHOOL DISTRICT
and
LAKE MOUNTAIN SCHOOL DISTRICT
and
TIMPANOGOS SCHOOL DISTRICT

This MEMORANDUM OF UNDERSTANDING (herein referred to as “MOU”) is entered into effective as of _____, 2026 (the “Effective Date”), by and between (in alphabetical order) ALPINE SCHOOL DISTRICT, a political subdivision of the State of Utah, whose address is 575 N. 100 E. American Fork, Utah, 84003 (“ASD”), 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 LAKE MOUNTAIN SCHOOL DISTRICT, a political subdivision of the State of Utah, whose address is 1307 Commerce Dr #200, Saratoga Springs, Utah 84045 (herein referred to as “LMSD”) 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 ASD, APSD, LMSD, and TSD may be referred to as a “Party” and collectively as the “Parties”. Each of APSD, LMSD, and TSD may be referred to as a “New District” and collectively as the “New Districts”.

RECITALS

- a. Whereas, the new districts were created pursuant to Utah Ballot Propositions 11 and 14 in November, 2024;
- b. 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.
- c. Whereas, ASD has developed, created, commissioned, or otherwise come to lawfully possess certain intellectual property, including, but not limited to curricula, instructional materials, educational frameworks, software, tools, data systems, processes, methodologies, and related works, as well as “intellectual property”¹ and “employment inventions”² as defined in UTAH CODE ANN. § 34-39-2 (collectively and without limitation, “IP”). For the avoidance of doubt and notwithstanding anything to the contrary herein, “IP” does not include any intellectual property that is developed, created, or commissioned by any New District, whether developed prior to, contemporaneously with, or subsequent to the Effective Date of this Agreement, and regardless of whether such

¹ Defined as any and all patents, trade secrets, know-how, technology, confidential information, ideas, copyrights, trademarks, and service marks and any and all rights, applications, and registrations relating to them.

² Defined as any invention or part thereof conceived, developed, reduced to practice, or created by an employee which is: (a) conceived, developed, reduced to practice, or created by the employee (i) within the scope of the employee's employment; (ii) on ASD's time; or (iii) with the aid, assistance, or use of any of ASD's property, equipment, facilities, supplies, resources, or intellectual property; (b) the result of any work, services, or duties performed by an employee for ASD; (c) related to the industry or trade of ASD; or (d) related to the current or demonstrably anticipated business, research, or development of ASD.

intellectual property is developed independently or as a derivative work or “Improvement” of the IP (as defined below).

- d. Whereas, as of June 30, 2027 (the “Allocation Date”), ASD will cease to exist, ASD’s possession, ownership or rights and obligations of the IP will end.
- e. Whereas, the IP is an asset of ASD.
- f. Whereas, pursuant to UTAH CODE ANN. § 53G-3-302(4), the New Districts shall allocate the assets of ASD among themselves in the manner set forth in that Section or as otherwise mutually agreed between the New Districts.
- g. Whereas, the sharing of ASD’s IP is in the best interests of the Parties and is preferable to each of the Parties than the specific allocation of the IP’s component parts, each desires to enter into and be bound by the terms of this MOU, which formalizes the Parties’ agreement to share the IP to the benefit of the staff and students of each Party and for the term set forth herein; and
- h. 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. Use of the IP: Each of the Parties listed herein, may utilize any IP, without additional permissions beyond those given in this MOU. The right to the use of IP is without limitation and, for the avoidance of doubt, includes: any East Shore curriculum, technology gears, Wonders modules, Canvas or other courses or items created or generated by district staff, the Vision for Learning, the Coherence Map, any and all associated graphics and depictions, shared Google forms, and so forth.
 - b. Scope of IP and Use: The scope of IP and its use is inclusive of all IP, regardless of whether presently known or unknown.
 - c. Permissions: The New Districts may use, but may not, sell, externally distribute, or seek to copyright, or otherwise take ownership of ASD IP, without prior written consent of each of the other New Districts which are Parties hereto, which consent shall not be unreasonably conditioned or withheld. The Parties expressly acknowledge and agree that this limitation shall apply only to the IP, and not to the intellectual property developed, created, or commissioned by any New District, regardless of whether such intellectual property is developed independently or as a derivative work or “Improvement” of the IP (as defined below).
 - d. Ownership of Improvements to IP: The Parties acknowledge and agree that any and all improvements, derivative works, modifications, alterations, or additions (collectively, “Improvements”) which have or will be made by the Parties to this IP, are and shall be the
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sole property of the Party making the improvement. These Improvements may be made by any New District, without notification or approval of any other Party hereto.

- e. Term: The term of this MOU shall commence on the Effective Date and continue in perpetuity for the New Districts.
- f. Termination for Cause: Notwithstanding any other provision to the contrary herein, any Party may terminate their participation in this MOU prior to the expiration of the full Term for cause if another 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.
- g. 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.
- h. 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:

“ASD”

Superintendent
ALPINE SCHOOL DISTRICT

“APSD”

Board President
ASPEN PEAKS SCHOOL DISTRICT
575 North 100 East
American Fork, Utah 84003

“LMSD”

Board President
LAKE MOUNTAIN SCHOOL DISTRICT
1307 Commerce Dr #200
Saratoga Springs, Utah 84045

“TSD”

Board President
TIMPANOGOS SCHOOL DISTRICT
490 North State Street
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.

- i. 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.
 - j. 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. Superintendent Review: If the dispute cannot be resolved informally between the Parties, the Parties shall escalate the matter to each Party's Superintendent or their designee. The Superintendents or designees shall meet in good faith to attempt resolution within fifteen (15) business days following such escalation.
 - b. 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.
 - c. Good-Faith Participation: Each Party hereto agrees to participate in the foregoing dispute-resolution process in good faith.
 - d. 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.
 - k. 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.
 - l. 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.
 - m. 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
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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.

- n. 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.
- o. Limitation of Liability: No Party shall be liable to any other Party for any indirect, incidental, consequential, special, 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 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.
- p. 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, including without limitation student records, employee records, and operational data ("Confidential Information"). Each Party shall use at least the same degree of care it applies to the safeguarding of its own confidential information in order to protect the Confidential Information, and shall use such Confidential Information solely for purposes of 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 obligations set forth in this Section shall survive the expiration or termination of this MOU.

- q. 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 FOLLOW** * * *

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

“ASD”

ALPINE SCHOOL DISTRICT
A political subdivision of the
State of Utah

By: _____
Name:
Superintendent

By: _____
Name:
Business Administrator

“APSD”

ASPEN PEAKS SCHOOL DISTRICT
A political subdivision of the
State of Utah

By: _____
Name:
Superintendent

By: _____
Name:
Business Administrator

“LMSD”

LAKE MOUNTAIN SCHOOL DISTRICT
A political subdivision of the
State of Utah

By: _____
Name:
Superintendent

By: _____
Name:
Business Administrator "LMSD"

"TSD"
TIMPANOGOS SCHOOL DISTRICT
A political subdivision of the
State of Utah

By: _____
Name:
Superintendent

By: _____
Name:
Business Administrator

Lake Mountain School District

RESOLUTION NO. 2026-005

A RESOLUTION REQUESTING ADMISSION TO THE PUBLIC EMPLOYEES'
RETIREMENT SYSTEM

WHEREAS, Lake Mountain School District is authorized to employ personnel on a full-time basis; and

WHEREAS, it is in the public interest to provide benefits authorized by Utah state law for the personnel by the School District; and

WHEREAS, it is the intent of the Board of Education to approve and authorize coverage under Public Employees' Retirement Systems for Lake Mountain School District personnel.

NOW THEREFORE, be it resolved by the Lake Mountain School Board that the Board President and Superintendent are authorized to undertake all of the necessary actions to enroll the School District in the benefit programs of the Public Employees' Retirement Systems offered by Utah Retirement Systems, including the retirement coverage and death benefit coverage for qualified employees under the laws and regulations of the Utah Retirement Systems.

ADOPTED by the Lake Mountain School Board, this 28th day of May, 2026.

Lake Mountain School Board
VOTING:

Julie King
Yea ____ No ____

Matt Isaacson
Yea ____ No ____

Charity
Judkins Yea ____
No ____

Joylin Lincoln
Yea ____ No ____

Julie Myers

Yea ____ No

Melissa Sauser
Ilene Strong

Yea ____ No ____
Yea ____ No ____

Julie King, Board President

Vicki Carter, Superintendent

ATTEST:

Recorder