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TIMPANOGOS

SCHOOL DISTRICT

Board Meeting Documents

August 26, 2026

<u>MINUTES OF THE STUDY SESSION</u>- AUGUST 12, 2026

The Board of Education of the Timpanogos School District met in a study session on Wednesday, August 12, 2026, at 4:00 pm. The study session was held at the Alpine School District Special Education Office in Lindon, Utah.

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 Jensen & Business Administrator Sundberg and members of the administrative staff. There were approximately 22 others in attendance.

Board President Jennifer Lyman called the study session to order at **4:00 p.m.**

<u>BOUNDARY STUDY</u>

Dave Mower led the Board through an update and discussion of the district's boundary and school configuration study. He reviewed the process beginning with the district's Vision and Values, followed by development of the Robust School Criteria, stakeholder engagement, development of potential options, and the next phase of identifying schools for formal study. He emphasized that no decisions regarding school closures had been made and that the purpose of the Study Session was to provide direction to staff as recommendations are prepared for the August 26 Board Meeting.

The Board reviewed the Robust School Criteria and discussed the importance of evaluating more than enrollment numbers. Criteria included the ability to provide appropriate student supports and special education services, multiple specialty offerings, collaborative teaching teams, administrative support, effective leadership, positive school culture, safety, operational efficiency, facility condition, location, and proximity to other schools. Members discussed the benefits of both smaller and larger schools and reiterated that the ultimate objective is to provide a robust educational experience for students regardless of school size.

Survey and focus group feedback regarding grade configuration was reviewed. Staff reported strong support for moving ninth grade to high school and somewhat lower, but still substantial, support for moving sixth grade to middle school. The Board discussed the need to continue evaluating both proposals before final decisions are made.

<u>Approach to Schools Studied for Possible Closure</u>

Staff presented three possible approaches for identifying schools for formal study:
1. Provide notice to all district schools, allowing maximum flexibility but providing little additional information to the public.
2. Identify a moderately sized group of schools, including schools that could potentially close as well as schools that could be substantially impacted by consolidation or boundary changes.
3. Identify only a very small number of schools most likely to close, providing greater specificity but significantly limiting flexibility as additional information is gathered.

Board members expressed concern that naming every school would provide little meaningful information after months of study, while identifying only a few schools could create the perception that closure decisions had already been made. Discussion favored the second approach, which would narrow the field while preserving the Board's ability to receive community input and evaluate alternatives before making final decisions.

The Board emphasized the importance of transparency and providing meaningful notice to communities that could be substantially affected, even when a school may not ultimately close. Legal Counsel Hyrum Clarke discussed the legal considerations associated with distinguishing between schools considered for closure and schools affected by a closure and cautioned against creating the appearance that decisions had already been predetermined.

The Board directed staff to use the moderately sized approach and return on August 26 with a well-curated list of schools recommended for formal study. Staff clarified that the schools identified at that meeting would be studied, not predetermined for closure, and that actual boundary maps and consolidation scenarios would be developed later through the study process.

Business Administrator Sundberg reviewed public participation requirements and explained that schools formally studied for closure would receive notice and opportunities for public input. In addition to required hearings and Board meeting comment opportunities, staff recommended school meetings, open houses, and other community engagement opportunities. President Lyman emphasized that the hearings would remain open to public participation and that the Board wanted to hear from affected families, employees, and communities.

Secondary Schools

The Board discussed secondary school configuration and the work of the Secondary Boundary Committee. Committee members reported general support for maintaining the district's four high schools and moving ninth grade into the high schools rather than considering high school closure. Members noted that the four high schools could generally meet the Robust School Criteria under a 9–12 configuration.

Discussion then focused on the district's five junior highs. Members discussed the advantages of moving toward four junior high/middle schools aligned with four high schools, allowing for more consistent feeder patterns. Potential benefits included stronger student cohorts, improved continuity of programs, easier coordination of fine arts and other offerings, and stronger alignment between secondary schools.

Facility age, building design, capacity, location, and geographic accessibility were considered. The committee focused its discussion on **Canyon View Junior High, Orem Junior High, and Oak Canyon Junior High** for further study. **Pleasant Grove Junior High** and **Lake Ridge Junior High** were generally not included in that group because of their locations in the northern and southern portions of the district and the importance of avoiding geographic gaps in secondary school access.

Secondary Principal and Administrator Remarks

Secondary principals and administrators in attendance discussed potential benefits and challenges associated with moving sixth grade into a middle school setting and ninth grade into high school.

Jamie Dawson, Principal of Orem Junior High emphasized that the Board was considering decisions that would significantly affect students, employees, and communities and expressed appreciation for the deliberate committee process. He noted that both reconfiguration and consolidation would require difficult conversations but encouraged the Board to remain grounded in the robust school criteria and its commitment to providing students the best educational opportunities possible. He expressed optimism about a K–5 and 6–8 model while acknowledging that any configuration change would require thoughtful implementation.

Junior high principals discussed opportunities to intentionally design a **6–8 middle school model** rather than simply adding sixth graders to the existing junior high structure. Mr. Dawson described possibilities such as sixth-grade teams or pods, shared core teachers, and gradual exposure to the secondary environment.

Kate Ross, Principal of Oak Canyon Junior High discussed how a 6–8 middle school configuration could allow the district to redesign courses so they are more developmentally appropriate and provide clearer progression for students. She noted that under the current 7–9 structure, a seventh-grade student may take a course such as Art I that is also offered to ninth graders for credit, resulting in some students taking essentially the same course more than once. Removing ninth grade could create greater distinction and progression in course offerings specifically designed for seventh- and eighth-grade students. Ms. Ross also described conversations at her school about repurposing existing lab or CTE spaces into a maker space, providing students with more hands-on, creative learning opportunities. She expressed excitement about the possibility of reimagining existing spaces and programs around the developmental and instructional needs of middle school students**.**

John Hanks, Principal of Pleasant Grove High School, expressed support for maintaining all four high schools and said high school principals were increasingly enthusiastic about the possibility of ninth graders moving to the high school setting. He acknowledged that the change would require preparation and adjustment but said there were numerous educational and cultural opportunities associated with a four-year high school experience. He also strongly supported the concept of **pure feeder patterns**, noting the logistical and cultural advantages of having a junior high aligned directly with a high school, particularly if the district ultimately operated four junior highs and four high schools.

President Lyman asked Mr. Hanks specifically about concerns that ninth graders attending high school could be more likely to fall off track for graduation. Mr. Hanks acknowledged the concern and praised junior highs for the focused attention they currently provide to ninth graders. He explained, however, that high schools could extend their existing systems for identifying struggling tenth graders to ninth-grade students. Counselors and administrators could begin working with students from the start of ninth grade, develop a complete four-year academic plan, identify students who fall behind during the year, and provide consistent support through graduation. He noted that while students might lose some of the concentrated ninth-grade attention currently provided at junior highs, they would gain a **four-year support structure beginning the day they enter high school**.

Mr. Hanks further explained that having high school counselors involved beginning in ninth grade could provide greater flexibility in academic planning. If a student altered a ninth-grade schedule and temporarily appeared off track for a particular graduation requirement, a counselor could immediately account for that change in the student's tenth-grade and subsequent schedules rather than viewing the ninth-grade year in isolation.

Peter Glahn, Assistant Superintendent of Teaching & Learning, Secondary added a cultural perspective, expressing confidence in the district's secondary principals and leadership teams. He emphasized that successful reconfiguration would depend heavily on strong school leadership, trusted faculty teams, and implementation at the school level. He stated that the district was particularly well positioned for such a transition because of the quality of its current secondary leadership. Business Administrator Sundberg connected those comments back to the district's robust school criteria and emphasized that strong school culture and leadership would remain essential regardless of the configuration ultimately selected.

Elementary Schools

The Board then reviewed the work of the Elementary Boundary Committee. President Lyman explained that the committee began with projected enrollment through 2030 and then considered facility age and condition, location, proximity to neighboring schools, available capacity, and the ability to create sustainable robust schools. Many elementary schools are projected to fall below the desired enrollment range, making boundary adjustments and possible consolidations necessary to achieve the district's long-term goals.

The committee identified a preliminary group of approximately ten elementary schools for further consideration: **Foothill, Orem, Orchard, Rocky Mountain, Northridge, Lindon, Windsor, Aspen, Parkside, and Bonneville Elementary Schools**. Members repeatedly emphasized that inclusion on the preliminary list did not mean a school had been selected for closure. The purpose was to provide staff with a reasonable group from which potential consolidation and boundary scenarios could be developed.

The Board discussed the importance of maximizing recently rebuilt facilities and considering long-term capital investment when evaluating options. Members also discussed the geographic concentration of schools in central portions of the district compared with schools serving more geographically isolated areas.
Consideration was given to students who will transition into Timpanogos School District boundaries from Deerfield and Barrett and the need to preserve sufficient capacity in affected areas.

The Board agreed that DLI and advanced learning programs should not drive the initial closure or consolidation analysis. Instead, the Robust School Criteria, enrollment, facilities, and geography should first establish sustainable schools capable of supporting strong programs. DLI and advanced learning program placement could then be evaluated within that framework. Members also emphasized that schools should not be filled to maximum capacity, allowing principals flexibility for specialty programs, class-size adjustments, and other instructional needs.

Discussion suggested that the elementary study could ultimately result in approximately three to five closures or consolidations, although no target or final decision was established. Staff and principals emphasized the importance of remaining open to divergent perspectives and recognizing that grade reconfiguration, boundary changes, and possible school closures could create significant transitions for students, employees, and families.

Principal and Administrator Remarks

Before continuing with Board discussion, President Lyman invited elementary principals and administrators in attendance to share their perspectives on the process.

Elementary School Principal Jenny Moore described the boundary study as intentional and thoughtful, noting that although enrollment was an appropriate starting point, the discussion had expanded to include facility age, demographics, geography, and other factors affecting the long-term health of schools. The administrator acknowledged the difficulty of considering school closures and consolidations because of the strong emotional connection communities have to their schools, but expressed appreciation that the Board had established criteria first, allowing decisions to be considered more objectively and with the overall student experience in mind.

Elementary Principal Vic Larsen encouraged the Board to continue seeking **divergent perspectives**, particularly as it considers grade configuration. He noted that much of the discussion had focused on the advantages of changing grade configurations and encouraged the Board to remain open to reasonable counterarguments. He emphasized that grade configuration changes would directly affect every school and community and cautioned that students could potentially experience several significant changes simultaneously including a new grade configuration, new boundaries, a different school, or a school closure. While recognizing that students and educators are resilient, he encouraged the Board to be mindful of the cumulative impact of those transitions and to proceed thoughtfully. He also recognized that the changes could create significant opportunities for growth and encouraged continued open-minded discussion throughout the process.

Elementary Principal Julie VanDyke reflected on her experience working in both very large and smaller schools and stated that a school of approximately 500 students can still provide a nurturing and positive environment for students. She expressed appreciation for the Board's openness and encouraged members to continue listening for perspectives or possibilities that may not yet have been considered. She said her focus as a principal was already turning toward how to help faculty members and parents navigate potential changes, recognizing that change is difficult and that schools and the district would need to work together to make transitions as smooth and positive as possible for students.
President Lyman thanked the elementary principals and expressed confidence in their leadership and ability to support students, employees, and families through the process.

Board members reiterated their commitment to an intentional, transparent process that takes care of students, employees, families, and school communities. Members acknowledged the strong emotional connection communities have to their schools and emphasized providing opportunities to celebrate school histories, recognizing the difficulty of transitions, and supporting communities through any changes ultimately approved.

The Board expressed its intent to make decisions to create robust and sustainable schools for the next five to ten years, rather than repeatedly revisiting the same enrollment and facility challenges.

The meeting adjourned at approximately 5:44 PM.

MINUTES OF THE BOARD MEETING- AUGUST 12, 2026

The Board of Education of the Timpanogos School District met in a board meeting on Wednesday, August 12, 2026, at 6:00 PM. The board meeting took place in the meeting room of the Alpine School District Special Education Office in Lindon, Utah.

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 Joseph Jensen, Business Administrator Jason Sundberg, members of the administrative staff, and approximately 26 others were in attendance.

President Jennifer Lyman called the meeting to order at 6:11 PM. President Lyman welcomed those in attendance.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by **Katie Bowman**. Board members, district administration, staff, and members of the public joined in reciting the pledge.

President Lyman expressed appreciation to Alpine School District Superintendent Rob Smith and his wife, Melissa, for donating new United States and State of Utah flags to Timpanogos School District.

INSPIRATIONAL THOUGHT

Darren Draper presented the inspirational thought and introduced the concept of the **"Innovator's Dilemma,"** based on the work of Clayton Christensen. He explained that even successful organizations can struggle when they focus exclusively on current conditions rather than considering what will be needed in the future.

Mr. Draper encouraged district leaders to continually ask: if Timpanogos School District were being designed from scratch to meet the needs of students 20 years from now, what would be done differently? He connected the principle to the Board's ongoing discussions regarding school boundaries, consolidation, and grade configuration and encouraged continued intentional, forward-looking decision-making.

COMMUNITY COMMENTS

President Lyman reviewed the procedures for public comment and noted that one individual had signed up to address the Board.

Keith Wilson thanked the Board, administration, and others involved in the boundary study and district reorganization work. He expressed appreciation that discussions during the preceding Study Session had been grounded in creating robust educational environments for students rather than being driven primarily by financial pressures.

Mr. Wilson acknowledged the district's financial challenges but stated that stronger, more robust schools could both improve opportunities for students and teachers and strengthen the district financially. He thanked the Board for articulating its vision and values and working consistently with those principles.

APPROVAL OF MINUTES

Board President Lyman presented the minutes of the previous Board Meeting for approval.

Motion: Board Member David H. Smith moved to approve the minutes as presented.

Second: Vice President Sterling Hilton seconded the motion.

Board Discussion

President Lyman encouraged the public to review the Board minutes and noted the effort to make them detailed and readable.

There being no further discussion, President Lyman called for the vote.

Vote: The motion to approve the minutes passed unanimously.

EXPENDITURE REPORT/CLAIMS

Superintendent Jensen presented the expenditure report and claims as a routine business item and recommended approval.

Motion: Board Member Michele Sorensen moved to approve the expenditure report and claims as presented.

Second: Board Member Ada Wilson seconded the motion.

Board Discussion

At the Board's request, Business Administrator Jason Sundberg provided an overview of the financial reports. He explained that the reports represented the end of the first period, or July, of FY27. He reviewed the district's fund structure, including Fund 12, which will eventually become Fund 10, the General Fund, and Fund 36, which will become Fund 32.

Mr. Sundberg reported that there was nothing unusual to report at this early point in the fiscal year. Expenditures primarily reflected normal operations, including salaries, materials, and supplies.

There being no further discussion, President Lyman called for the vote.

Vote: The motion to approve the expenditure report and claims passed unanimously.

DISCUSSION/ACTION ITEMS

1. Resolution #2026-014 – MOU with Aspen Peaks for Data Colocation

Superintendent Jensen introduced Resolution #2026-014, a Memorandum of Understanding between Aspen Peaks School District and Timpanogos School District regarding data colocation. He explained that the agreement would allow the districts to provide backup systems for one another, creating redundancy and disaster-recovery protection for significant amounts of district and student data.

Superintendent Jensen noted that Aspen Peaks had already approved the agreement and recommended approval by the Timpanogos School District Board.

Motion: Board Member Ada Wilson moved to approve Resolution #2026-014, the Memorandum of Understanding with Aspen Peaks School District regarding data colocation.

Second: Board member Fugal seconded the motion.

Board Discussion

Board members clarified that the agreement is revenue-neutral and discussed the meaning and purpose of "colocation." Administration explained that data would be maintained in multiple locations so that one district's systems could provide backup and disaster recovery for the other.

Board Member Wilson noted the complexity and importance of the technology infrastructure involved in separating Alpine School District into three districts and expressed appreciation to technology staff for planning for data redundancy and continuity.

Administration reported that the Aspen Peaks data center, located at the ALC, was functional and nearing completion, with some final system configuration still underway. The current Alpine School District structure includes data centers in Lindon and at Westlake High School in Saratoga Springs. The new agreement would establish a similar backup arrangement between the Timpanogos and Aspen Peaks systems.

There being no further discussion, President Lyman called for the vote.

Vote: Resolution #2026-014 passed unanimously.

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2. Resolution #2026-015 – MOU with Aspen Peaks for Shared Transportation Facility

Superintendent Jensen introduced Resolution #2026-015, a Memorandum of Understanding with Aspen Peaks School District for use of a shared transportation facility. He recognized staff members who had worked extensively on the agreement and expressed appreciation for the cooperation between the two new districts.

Under the agreement, Timpanogos School District would share the existing transportation facility in American Fork with Aspen Peaks School District for an initial three-year period. The districts would formally review the arrangement after two years and determine whether extending the partnership would be mutually beneficial. Superintendent Jensen noted that the arrangement could avoid significant immediate capital costs while providing operational benefits to both districts.

Motion: Board member Fugal moved to approve Resolution #2026-015, the Memorandum of Understanding with Aspen Peaks School District for a shared transportation facility.

Second: Vice President Hilton seconded the motion.

<u>Board Discussion</u>

The Board discussed the three-year term and confirmed that the districts would begin a formal review approximately two years after operations begin in July 2027. If the arrangement were not working, the remaining year would provide Timpanogos School District time to secure a permanent transportation facility.

President Lyman discussed how the transportation discussions had evolved as the new districts hired staff and developed clearer operational needs. She expressed appreciation that staff from both districts had been able to develop an arrangement that appeared mutually beneficial.

Board Member Sorensen asked about changes in the scope of shared services. Staff explained that earlier discussions had considered various arrangements, but once transportation leadership from both districts became directly involved, there was strong support for developing a more comprehensive partnership.

Board members and staff emphasized that the agreement did not eliminate transportation costs. Timpanogos School District would continue to bear its operational expenses while sharing certain facility and personnel costs. Five facility/service positions would be shared, while Timpanogos would retain autonomy over its own bus drivers.

Hyrum Clarke reviewed revisions made during negotiations. These included a dispute-resolution process that would begin with transportation leadership, proceed to the superintendents if necessary, and ultimately allow for mediation. The agreement was also revised to establish the three-year term with the option to extend and to make the document's defined terms and financial provisions easier to understand.

The Board discussed the financial benefits of sharing the facility compared with constructing a separate transportation center. Based on current estimates, the arrangement would allow the district to defer substantial capital expenditures for many years while still providing the transportation infrastructure necessary to begin operations.

Board members expressed appreciation to Aspen Peaks School District, TSD staff, transportation leadership, and legal counsel for developing the agreement. Members noted that sharing the facility represented cooperation between the new districts and could provide long-term benefits to both.

There being no further discussion, President Lyman called for the vote.

Vote: Resolution #2026-015 passed unanimously.

Following the vote, Superintendent Jensen noted that the Aspen Peaks School District Board was scheduled to consider the agreement at its Board Meeting the following evening.

3. Approval of 2027 Board Calendar

The Board reviewed the proposed 2027 Board Meeting calendar.

Motion: Board member Rex moved to approve the 2027 Board calendar as presented.

Second: Board member Smith seconded the motion.

Board Discussion

President Lyman noted that the proposed calendar would provide advance notice for Board members and the public. She also highlighted a plan for Board members to have opportunities to conduct meetings during the year.

The Board noted that the July 14, 2027 meeting was anticipated to be the first Board Meeting held in the new Timpanogos Education Center, assuming construction remained on schedule.

Board Member Sorensen asked about the calendar showing one meeting in July and three dates in August. Business Administrator Sundberg explained that one August date was being reserved as a potential Truth in Taxation hearing date. Reserving the date in advance would provide flexibility should such a hearing become necessary; the meeting could later be canceled if it was not needed.

President Lyman noted that reserving dates in advance is easier than attempting to add meetings later.

There being no further discussion, President Lyman called for the vote.

Vote: The 2027 Board calendar was approved unanimously.

SUPERINTENDENT REPORT

Superintendent Jensen welcomed **Sandra Haslam**, the district's new Director of Nutrition Services, and **Kraig Binkerhoff**, the new Director of Human Resources.

He highlighted a recent meeting of the Teaching and Learning Team and expressed enthusiasm about the work underway to translate the district's vision and values into practices that will affect classrooms and individual students. He noted that while much public attention is focused on visible issues such as facilities, transportation, boundaries, and school configuration, the instructional work occurring behind the scenes will ultimately be central to the success of Timpanogos School District.

Superintendent Jensen emphasized that the district's robust school criteria extend beyond school size and configuration and include educational elements that should be present in every school regardless of boundary or consolidation decisions.

Superintendent Jensen also expressed enthusiasm for the shared transportation agreement with Aspen Peaks School District, describing it as an example of how a thoughtful process and continued collaboration can produce a strong outcome.

He thanked community members who had communicated concerns regarding the potential Anderson Farms transportation site and said the experience demonstrated the district value of

open communication that assumes goodwill. He encouraged the Board, administration, and community to continue applying that principle during upcoming discussions regarding boundaries, grade reconfiguration, school closures, and consolidations.

He clarified that naming a school for formal study does **not** mean the school will necessarily close. He explained that the Board could, for example, identify multiple junior high schools for study while ultimately considering the closure of only one. Similarly, more elementary schools may be identified for study than would ultimately close because surrounding schools could also be affected by boundary changes or consolidation. He emphasized the importance of transparent communication as the process moves forward.

BOARD MEMBER REPORTS, INFORMATION ITEMS & COMMENTS

Board Member Ada Wilson

Board Member Wilson noted that the start of school was approaching on August 19. In her role with Alpine School District, she would be visiting schools and attending faculty meetings on August 14 and 17. She informed Timpanogos Board members that Alpine School District Board members had been given permission to invite them to attend those faculty meetings as guests. She described the meetings as a valuable opportunity to meet faculty members, become more familiar with individual schools, and help begin the school year positively.

Board Member Guy Fugal

Board Member Fugal reflected on comments made during the preceding Study Session regarding the importance of making timely decisions as the district considers potential school consolidations and closures. He referenced his own experience advocating to keep Valley View Elementary open and acknowledged that, in hindsight, extending the process may not have ultimately served the community well. He encouraged the Board to learn from prior experiences and avoid unnecessarily prolonging uncertainty for school communities when difficult decisions need to be made.

Board Member Fugal also reflected on attending the Region 8 PTA Summit the previous day. He expressed appreciation for the size, organization, and enthusiasm of the event and noted how much parent engagement and PTA involvement have grown over the years. He thanked Board Member Sorensen for her leadership and expressed appreciation for the large number of parents and volunteers who participated.

Board Member Grace Rex

Board Member Rex complimented Board Member Sorensen on the Region 8 PTA Summit and described it as a valuable opportunity to gather with so many invested parents and volunteers.

She also encouraged members of the public to watch the Study Session held earlier that day, noting that the Board had discussed several significant issues and upcoming decisions. She invited community members to continue providing feedback and sharing their perspectives so the Board could consider that input as it works toward decisions that best serve students and families.

Board Member David H. Smith

Board Member Smith recognized a group that had attended the meeting as part of their work toward a Citizenship in the Community badge and acknowledged former Alpine School District principal Shelly Schroeder, who was accompanying the group.

He also reported on preparations for Silver Peak and TTEC, noting that both programs had experienced several challenges as facilities were prepared for the beginning of the school year. Despite those difficulties, both remained on track to open August 19. He specifically recognized staff members who had worked extensively to prepare the facilities and resolve issues, including challenges related to air conditioning.

Board Member Smith reflected on the considerable progress Timpanogos School District had made since the Board first began meeting in November 2025. He noted that the Board initially faced many unresolved questions and frequently stated that "everything is on the table and nothing has been decided." He observed that the district has now reached a point where decisions are being made and options are being removed from consideration, which he described as necessary and positive progress toward the district's opening.

Board President Jennifer Lyman

President Lyman reflected on attending the Alpine School District Administrative Conference the previous week. As someone who had not worked professionally in education, she appreciated the opportunity to interact with administrators, principals, assistant principals, and members of the future Timpanogos leadership team and expressed excitement about the people who will lead the district's schools.

She also reflected on attending the Region 8 PTA Summit, noting that PTA involvement was more familiar to her because her own involvement in public education began as a parent through PTA. She observed that although the Administrative Conference and PTA Summit were very different events, both were centered on providing an exceptional educational experience for students.

President Lyman encouraged continued public involvement as the Board approaches significant decisions. She acknowledged receiving substantial feedback from constituents and stated that she has come to value public comments, including those that differ from her own views, because they provide important information for Board consideration.

She concluded by encouraging Board members and community members to join and participate in their local PTAs. She emphasized that greater family and community engagement strengthens schools and improves outcomes for students.

Vice President Sterling Hilton

Vice President Hilton expressed enthusiasm regarding the newly approved shared transportation agreement with Aspen Peaks School District, describing it as a positive outcome for both districts. He reflected that the agreement demonstrated the value of establishing a thoughtful process, remaining committed to that process, and allowing it to lead to a strong solution.

He thanked residents of the Anderson Farms community for communicating their concerns when the property was being considered as a possible transportation location. He expressed appreciation for their willingness to participate in the process and connected the experience to the district value of open communication that assumes goodwill.

Vice President Hilton encouraged the Board, administration, and community to continue applying that value as discussions move into more challenging areas involving boundaries, grade configurations, consolidations, and possible school closures. He acknowledged that those topics would likely generate strong emotions but stated that respectful communication and an assumption of goodwill would help the district reach better outcomes.

He also clarified that identifying a school for formal study does not mean the school will ultimately close. He explained that the Board may identify multiple junior high or elementary schools for study while ultimately closing considerably fewer schools. Schools may be included because they could be directly or substantially affected by a neighboring closure or boundary adjustment. He emphasized the importance of being transparent with the public about that distinction.

Board Member Michele Sorensen

Board Member Sorensen requested an update on the district hiring process, particularly in relation to the employment transition requirements associated with the district reorganization. Administration reported that district-level hiring was nearing completion, with approximately 80–90 percent of administrative, professional, and classified district positions filled.

Board Member Sorensen noted that the district was moving into Phase Three of the boundary study, where options were beginning to narrow and some matters were being taken off the table. She reported that the Communications Committee was working to develop Frequently Asked Questions and other materials to help the public access accurate information. She encouraged community members to use the Boundary Study section of the Timpanogos School District website as the primary source for information being used by the Board and administration.

She concluded by reflecting on the Region 8 PTA Summit, where more than 300 volunteers gathered from across the area. As Vice Chair of Region 8 PTA, she expressed appreciation for the strong participation and emphasized the importance of aligning PTA efforts with the goals of schools, principals, and teachers. She expressed hope that the same momentum, collaboration, and commitment to students would continue as PTAs transition into Timpanogos School District.

ADJOURNMENT

There being no further business before the Board and no need to convene a Closed Session pursuant to Utah Code § 52-4-205, President Lyman entertained a motion to adjourn.

Motion: Board member Smith moved to adjourn the meeting.

Second: Board Member Michele Sorensen seconded the motion.

Vote: The motion passed unanimously.

The meeting adjourned at approximately **7:10 p.m.**

TIMPANOGOS SCHOOL DISTRICT BOARD OF EDUCATION
Resolution # 2026-016

A RESOLUTION AUTHORIZING THE DISPOSITION OF A 2024 FOREST RIVER TRANSIT VAN AND A 2008 XCALIBUR UTILITY TRAILER AS SURPLUS PROPERTY A RESOLUTION AUTHORIZING THE DISPOSITION OF A 2024 FOREST RIVER TRANSIT VAN AND A 2008 XCALIBUR UTILITY TRAILER AS SURPLUS PROPERTY

WHEREAS, it is deemed to be in the best interest of Alpine School District to declare certain district-owned property as surplus when the property is no longer needed or appropriate for district operations; and

WHEREAS, Alpine School District has identified one (1) **2024 Forest River Transit Van**, VIN **1FBAX2C89RKA50303**, as surplus property because the vehicle was purchased in error and its design capacity exceeds applicable risk management requirements; and

WHEREAS, Alpine School District has also recommended that one (1) **2008 XCALIBUR Utility Trailer**, VIN **5M3BE242181036108**, Title No. **UT10388772**, be declared surplus property; and

WHEREAS, Timpanogos School District has reviewed the proposed disposition of the above-described property as part of the district reorganization and allocation process;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of Timpanogos School District hereby authorizes and approves the request of Alpine School District to declare the above-described **2024 Forest River Transit Van** and **2008 XCALIBUR Utility Trailer** as surplus property.

BE IT FURTHER RESOLVED that this approval is granted in accordance with applicable law, including Utah Code §53G-3-302(6)(d) relating to district reorganization, and authorizes Alpine School District to take all actions necessary to dispose of the identified property in accordance with applicable statutes, policies, and procedures.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVAL

ADOPTED this _____ day of __________________, 2026.

The foregoing Resolution was introduced by Board Member ______________________, seconded by Board Member _______________________, and upon being put to a vote, the results were as follows:

Board Member	Vote	Board Member	Vote
Jen Lyman, President	☐ AYE ☐ NAY	Grace Rex	☐ AYE ☐ NAY
Sterling Hilton, Vice President	☐ AYE ☐ NAY	Michele Sorensen	☐ AYE ☐ NAY
Guy Fugal	☐ AYE ☐ NAY	Ada Wilson	☐ AYE ☐ NAY
David H. Smith	☐ AYE ☐ NAY		

The motion was: ☐ **PASSED** ☐ **FAILED**

Jennifer Lyman, President: ____

ATTEST: **Karen Carter**: ____
Executive Assistant to the Board

Vehicle for Surplus

2024 - Forest River Van - Transit Van
VIN: 1FBAX2C89RKA50303

ATEC Vehicle

- A 15-passenger van was purchased for ATEC; however, its design capacity exceeds current risk management requirements.
- Federal regulations limit the vehicle to a maximum of 10 students.
- The van will be posted for sale on the ASD surplus site and KSL, with the goal of recovering the purchase price.
    - A possible trade-in may also be considered.
- In lieu of the 15-passenger van, two minivans will be purchased for use at ATEC.

Trailer for Surplus

2008 - XCALIBUR Utility Trailer
VIN: 5M3BE242181036108

Lone Peak Band Trailer

- The trailer is approximately 18 years old.
- The floor is deteriorating and beginning to rot.
- The trailer has developed rust that raises concerns regarding the safety of continued towing.
- Due to its age and condition, it was determined that replacement is appropriate.
- Due to the growth of the Lone Peak Band program, the current trailer will be replaced with **two trailers** to better accommodate the program's needs.

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN ASPEN PEAKS SCHOOL DISTRICT AND TIMPANOGOS SCHOOL DISTRICT FOR CONTINUATION OF THE EAST SHORE ONLINE AND ADULT EDUCATION PROGRAMS

WHEREAS, Aspen Peaks School District ("APSD") and Timpanogos School District ("TSD") will severally assume responsibility for the education of students and the administration and operation of matters within their respective geographic areas beginning July 1, 2027 (the "Allocation Date"); and

WHEREAS, the Board of Education of TSD recognizes the importance of providing remedial and accelerated curriculum to its students; and

WHEREAS, the Board of Education is authorized under Utah Code Ann. § 53G-3-201(2) and § 63G-6a-2102 *et seq*. to enter into cooperative agreements and share facilities, operational resources, and capital equipment to maximize resources and efficiency in the public school system; and

WHEREAS, continued TSD student access to East Shore Online ("East Shore"), Alpine Online School ("Alpine Online"), and Alpine Adult Education ("Adult Ed") facilitates desirable access to remedial and accelerated curriculum; and

WHEREAS, the Parties have determined that joint participation and cost-sharing in the ongoing operation of East Shore and Adult Ed, and the development of replacement programming for Alpine Online will promote operational efficiency, avoid unnecessary duplication of programs, and provide substantial cost savings for both districts; and

WHEREAS, the proposed Memorandum of Understanding ("MOU") establishes a framework for TSD student access to East Shore and Adult Ed, and to the forthcoming programming to replace Alpine Online; and

WHEREAS, the MOU provides for appropriate administrative oversight to coordinate and manage the implementation of the MOU and the operation of East Shore, Adult Ed, and replacement programming for Alpine Online; and

WHEREAS, the initial term of the MOU will continue for 3 years following the Allocation Date, with the Parties agreeing to meet prior to the conclusion of the initial term to consider renewal or renegotiation of the MOU; and

WHEREAS, the Board of Education finds that entering into the MOU is in the best interests of TSD and its students by supporting continued remedial and accelerated educational options while promoting the efficient use of public resources;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of Timpanogos School District hereby approves the MOU for continuation of East Shore, Adult Ed, and educational programming similar to Alpine Online, substantially in the form presented to the Board.

BE IT FURTHER RESOLVED that the Superintendent, Business Administrator, and their designees are authorized to negotiate and agree to minor revisions to the MOU, execute the MOU, and take such actions as may be necessary to implement and administer the MOU in accordance with its terms, applicable law, and District policy.

BE IT FURTHER RESOLVED that the Board recognizes the value of interdistrict collaboration in providing continuity and ongoing access to remedial and accelerated educational options while maximizing the use of resources and supporting the successful transition to independent District operations.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVAL

ADOPTED this _____ day of __________________, 2026.

The foregoing Resolution was introduced by Board Member _____________________, seconded by Board Member ______________________, and upon being put to a vote, the results were as follows:

Board Member	Vote	Board Member	Vote
Jen Lyman, President	☐ AYE ☐ NAY	Grace Rex	☐ AYE ☐ NAY
Sterling Hilton, Vice President	☐ AYE ☐ NAY	Michele Sorensen	☐ AYE ☐ NAY
Guy Fugal	☐ AYE ☐ NAY	Ada Wilson	☐ AYE ☐ NAY
David H. Smith	☐ AYE ☐ NAY		

The motion was: ☐ **PASSED** ☐ **FAILED**

Jennifer Lyman, President: ____

ATTEST: Karen Carter: ____
Executive Assistant to the Board

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 ________________, 2026 (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), as required therein or as otherwise mutually agreed;

e. Whereas ASD has historically operated East Shore Online, a supplemental educational program offering remedial and accelerated digital curriculum to ASD students ("East Shore");

f. Whereas ASD has historically operated Alpine Online School, an online public school providing free education of K-8 students through both physical and online curriculum ("Alpine Online");

g. Whereas ASD has historically operated Alpine Adult Education, an education program designed to provide educational support to students ages 16+ in a variety of areas, including through English Language Learner courses, credit recovery in pursuit of a high school diploma, and preparation courses for the GED examination ("Adult Ed");

h. 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 778 E Bamberger Dr., American Fork, UT 84003 (the "Property"), which has historically served as the site of both East Shore and Adult Ed.

i. Whereas, East Shore, Alpine Online, and Adult Ed serve distinct segments of the student population of ASD through tailored educational programming that provides individualized online instruction designed to promote student engagement and achievement;

j. 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 East Shore, Alpine Online, and Adult Ed prior to the Allocation Date;

k. 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 East Shore and Adult Ed, and for the provision of services similar to those provided by Alpine Online, in each case, for the benefit of both Parties and their respective student populations;

l. 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

m. 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

1. Operation of East Shore and Adult Ed: APSD agrees that, following the Allocation Date, it shall continue to operate East Shore and Adult Ed for the benefit of both Parties and their respective student populations, without preference to the student population of either Party. Such operation shall be, in all material respects, consistent with the services provided by East Shore and Adult Ed prior to the Allocation Date and in accordance with the provisions of this MOU for the duration of the Term (as defined in Paragraph 13 below).

2. Services Similar to Alpine Online: APSD agrees that it will expand the offerings at East Shore to provide online learning opportunities for K-8 students, materially similar to the services provided by Alpine Online prior to the Allocation Date. The Parties agree that the K-8 programming provided by East Shore may be considered a "school" of either Party for purposes of student location and placement.

3. Enrollment: For the duration of the Term, students from either Party shall be permitted to enroll at East Shore and Adult Ed, subject to the ASD enrollment criteria set forth on Exhibit A, attached hereto (the "Enrollment Criteria"), which are hereby adopted by the Parties and may be amended from time to time by mutual written agreement. Except for the purposes of (i) FERPA compliance as set forth in Paragraph 24, below, or (ii) identification of a student's location or placement, students of East Shore and Adult Ed shall be considered to be enrolled in APSD, and APSD shall enroll such students without respect to open enrollment thresholds,

enrollment capacity benchmarks, or similar, except as referenced within the Enrollment Criteria.

4. WPU Attributable to Enrolled Students: APSD shall be entitled to collect all WPU and other federal or state funding or reimbursements attributable to any K-8 student enrolled in East Shore and Adult Ed, *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 6, below. APSD shall not collect any WPU or other federal or state funding attributable to any 9-12 student who resides within the boundaries of TSD and is enrolled in East Shore or Adult Ed, unless otherwise agreed between the Parties in writing for each such student.

5. Transportation: The Parties agree that this MOU does not require either Party to provide transportation to any student.

6. Operating Expenses and Responsibilities: During the Term, the Parties shall jointly share the expenses associated with the operation of East Shore and Adult Ed (the "Operating Expenses"), based on each Party's proportion of the total APSD and TSD student population, measured as of the most recent October 1 enrollment measurement date. The Operating Expenses shall include all reasonable and actual costs incurred in and directly attributable to the day-to-day operation of East Shore and Adult Ed, including without limitation: personnel and payroll costs, curriculum acquisition and development, necessary education technology and software not otherwise provided by either Party, utilities, internet and other technology services, and insurance coverage as set forth in Paragraph 25, and routine facility upkeep and janitorial services.

   For the avoidance of doubt, capital expenses, including expenditures for the acquisition, construction, or major improvement of 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 East Shore and Adult Ed, 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 agrees that it will not claim property tax reimbursement for any TSD student participating in East Shore or Adult Ed. 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 East Shore and Adult Ed during periods of time when enrollment proceeds are insufficient to fully cover the Operating Expenses and hereby agree to fund East Shore and Adult Ed, as set forth in this MOU, at levels sufficient to maintain operations during such periods unless otherwise agreed between the Parties in writing.

7. Disclaimer of Continuing Interest in the Property: 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 expansion 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 East Shore and Adult Ed beyond the expiration of the Term.

8. Liaison 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 level administrator) 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 East Shore and Adult Ed 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 East Shore and Adult Ed; review any proposed relocation of East Shore and Adult Ed; and attempt to resolve disputes. Although the Liaisons are a means for joint decision-making, communication, and dispute resolution, the school administrators of East Shore and Adult Ed shall retain operational autonomy and, for the avoidance of doubt, shall remain solely answerable to APSD administration.

9. Change in Location: The Parties acknowledge and agree that APSD may relocate East Shore and Adult Ed 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 East Shore and Adult Ed in a manner that is, in all material respects, consistent with their prior operation at the Property.

10. Continued Employment of Program Employees: The Parties acknowledge and agree that at the conclusion of the Term, TSD shall assume responsibility for the employment of certain contracted, non-provisional APSD employees who have been specifically assigned to East Shore and Adult Ed for at least one year prior to the termination of the MOU (the "Program Employees"). The Parties shall allocate the Program Employees between them based on each Party's proportion of the total APSD and TSD student population, measured as of the most recent October 1 enrollment measurement date. The Parties will coordinate, through their Liaisons, regarding the employment offers extended by either Party to Program Employees, and shall ensure that each Program Employee receives at least one offer of employment from a Party at a salary and with benefits that are no less favorable than those earned by the Program Employee while employed by APSD as a Program Employee. Any resulting fractional employee shall be allocated using standard rounding, with fractions of 0.5 or greater rounded up, and fractions below 0.5 rounded down; *provided*, however, that the resulting allocations shall be adjusted as necessary to ensure that the total number of allocated Program Employees equals the total number of Program Employees.

11. 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.

12. Developed IP: The Parties acknowledge and agree that, during the Term, the Parties may jointly develop, create, or contribute to intellectual property, materials, content, curricula, processes, systems, documentation, or other work product in connection with the operation of East Shore and Adult Ed (collectively, the "Program IP"). Subject to any third-party rights or restrictions, APSD hereby grants to TSD, and TSD shall have, a perpetual, irrevocable,

worldwide, royalty-free, fully paid-up, non-exclusive license to use, reproduce, modify, adapt, distribute, display, perform, publish, transmit, and create derivative works from the Program IP for any lawful educational, administrative, operational, or other governmental purpose. This license shall survive the expiration or termination of this MOU and shall not require any additional payment, consent, or approval from APSD.

For the avoidance of doubt, TSD's license shall include the continuing right, following expiration or termination of this MOU, to retain, access, use, reproduce, modify, update, adapt, combine, and create derivative works from the Program IP, regardless of whether APSD or TSD subsequently asserts or obtains ownership of any portion of the Program IP. TSD shall not be required to discontinue its use of, or remove from its systems or materials, any Program IP that TSD was authorized to use during the Term.

Nothing in this Paragraph 12 shall be construed to transfer ownership of any Program IP to TSD or to limit either Party's ownership or use of intellectual property that it owned or developed independently of the Program. To the extent any Program IP is jointly owned by the Parties, each Party shall retain its ownership interest, subject to the license and rights granted to TSD under this Paragraph 12.

13. 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 MOU, renegotiate the MOU, or allow the MOU to terminate automatically at the conclusion of the Term. This MOU may not be terminated for convenience prior to the conclusion of the Term without the express written consent of both Parties.

14. Termination for Cause: Notwithstanding any other provision to the contrary herein, either Party may terminate its 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:

    14.1. TSD's failure to timely provide the Operating Expense payment reimbursements contemplated herein, as set forth in Paragraph 6;

    14.2. APSD's failure to credit TSD for the WPU and other federal or state funding collected by APSD and attributable to any K-8 student who resides within the boundaries of TSD and is enrolled in East Shore or Adult Ed, as set forth in Paragraph 4;

    14.3. Failure to operate East Shore and Adult Ed, 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 East Shore and Adult Ed prior to the Allocation Date, for the duration of the Term;

    14.4. Failure to enroll TSD students as required under Paragraph 3 of this MOU and in accordance with the Enrollment Criteria;

14.5. Failure to share information with TSD, including Confidential Information, related to students residing within TSD boundaries as required in Paragraph 24, hereunder; and

14.6. Failure to maintain the insurance required hereunder.

15. Modifications and Amendments: This MOU may be modified only by a written amendment to this MOU signed by each of the Parties, which remains party to the MOU at the time of the modification.

16. 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 Drive American Fork, Utah 84003
"TSD"	Jason Sundberg Business Administrator 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.

17. 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.

18. 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:

    18.1. Independent Resolution: Any dispute shall first be submitted to the Liaisons designated pursuant to Paragraph 8 of this MOU. The Liaisons shall review the matter and attempt in good faith to resolve it within 30 days' notice of the dispute.

    18.2. 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.

    18.3. 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.

    18.4. Good-Faith Participation: Each Party hereto agrees to participate in the foregoing dispute-resolution process in good faith.

    18.5. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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, 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.

24. 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 East Shore or Adult Ed, 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.

25. Insurance and Risk Transfer: APSD shall maintain insurance coverage sufficient to cover the obligations, activities, and personnel necessary to operate East Shore and Adult Ed 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 6, above.

26. 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 * * ***

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 enrollment process for East Shore Online and the Adult Education Program consistent with the process utilized by the East Shore Online, Alpine Online, and the Adult Education Program prior to the Allocation Date. Enrollment distribution will be evaluated quarterly and will be the basis for reimbursement.

EAST SHORE ONLINE TERMS AND CONDITIONS

Before Getting Started

East Shore Online is a supplementary program that works with traditional high schools to provide credit recovery and acceleration opportunities. We require students to remain enrolled in a minimum of 2 classes at a public, charter, or private school. Students must live within the Aspen Peaks School District or Timpanogos School District boundaries in order to register with East Shore Online. In order to earn credit, students must have an Aspen Peaks School District or Timpanogos School DistrictDistrict ID number. Please contact the Help Desk with questions on how to obtain one. It is important to note it is not possible to earn a diploma directly from East Shore Online as it is not a stand-alone school.

Please Be Aware

NOTICE: Determining how courses fulfill graduation requirements or meet certain eligibility standards can be difficult. Please consult your school counselor before selecting any courses. ESO is dedicated to providing open access to as much curriculum as possible, but you are responsible for all course selections.

If you are a potential NCAA athlete–DO NOT enroll in our courses until you have met with your school counselor. The NCAA does not accept our courses for core credit requirements. More Information.

Registration

In-district Students (Aspen Peaks School District or Timpanogos School District): The annual, non-refundable registration fee is $10, with an additional non-refundable $5 charge for the first curriculum unit.

Out-of-District Students (Private/Charter school students living within the Aspen Peaks School District or Timpanogos School District School District boundaries): The annual, non-refundable registration fee is $200, as well as a non-refundable $5 charge for the first curriculum unit. Please see our Cost and Fees page for more information.

9th Grade Students

Students who have completed 8th grade must wait until after May 24th to start on high school course work with ESO. This requirement is necessary to ensure that grades and credit are transcribed correctly and will count towards high school graduation.

Credit Breakdown

It is important to recognize that the curriculum of East Shore Online is delivered in eighths (⅛), i.e., eight units for a full year course equivalent to 1.0 credit. An eighth of a unit of curriculum is half of a term–which, in a traditional setting is 22 or 23 days. We are giving you 30 days to be on schedule. It is recommended that you work on no more than two courses at a time.

Course Expiration and Renewal

All curriculum units are designed to be completed in 30 days or less. If you do not complete the unit within 30 days, you must pay a $5 renewal fee for an additional 30 days. This can be done online or over the phone by calling our help desk at 801-610-8185. Units can be renewed at any time if the proper fees have been paid. Students will need to start a unit over completely if the unit is over one year old.

Incentive Program

Students may earn a free unit by completing* one unit within 30 calendar days or less from the day of initial purchase (the ONLY exception being over Christmas Break). To redeem a free unit, students must contact their school's Digital Curriculum Coordinator or email our help desk at eso@alpinedistrict.org. Free curriculum units can **only be redeemed within 60 days** after finishing the previous unit. Typically a coupon code worth $5 is given to the student to redeem their free course. This code expires in 60 days from the day it is given. Once the code has expired, the student will no longer be able to redeem it and will need to pay $5 to purchase a new unit. *Curriculum units are deemed "complete" when all work is finished and the student has received a 70% or higher on assignments and passed the final proctored exam at 65% or higher. The program is not retroactive. Units purchased are NON-REFUNDABLE.

Physical Education Courses

Each unit in a physical education course takes a minimum of 10 hours/ 1 week to complete. Students must be enrolled in the unit for at least 1 week before being able to submit their fitness log. Fitness logs must be completed during the time they are enrolled and cannot overlap with another unit's log including in a different course.

Testing Policies

All final exams must be taken with a proctor. The course must be active and all course work submitted and passing with a 70% or higher in order to test. Once the test is taken all grades are locked in and no coursework may be resubmitted. Students have a limit of three exam attempts and must wait at least 1 business day between attempts. After the third attempt students will be required to restart the course. Exams are closed book and closed notes. Retakes are available up to 1 term after the test was first taken. All renewal fees are applicable. When a student retakes an already passed exam for a better score they must inform the Help Desk so their grade can be changed in Skyward. When needed, students may use translation services on proctored final exams.

Credit Posting to Transcript

Credit earned by Alpine School District students is uploaded to Skyward at midnight every business day by ESO.
Regarding Summer Courses: Credit is posted to Skyward at the end of Summer. Credit earned from June 1 to July 1 posts to the 4th term transcript of the previous year. Credit earned from July 1 to the first day of school posts to the first term transcript of the new school year.

The grade posted to the student's transcript is the average of all completed curriculum units within a course during the term.

Teacher Communication and Grading Turnaround Time

East Shore Online teachers are expected to grade and/ or reply to student communication within one full business day. For example, if a student submits an assignment at 2 p.m. on Tuesday it will be graded by the end of the Wednesday business day. Please note business days only include when ESO is open.

School Fees, Fee Waivers, and Spend Plans

Important information about school fee and fee waiver policies.

Fee Waivers

Students with an approved fee waiver are not required to pay waivable fees. Please note that if a student with an approved fee waiver voluntarily chooses to pay a waivable fee, the payment will be treated as a donation to the applicable program or activity unless a refund is requested. Those with an approved or pending fee waiver are asked to contact the school finance office at 801-610-8287, rather than paying fees online.

No Refund Policy

East Shore Online has a **No Refund Policy**. Please take this into consideration before submitting any payments on our website or over the phone.

By submitting your online payment, you are agreeing to the terms and conditions listed above.

Adult Education Enrollment Eligibility

Enrollment will follow Section 2 of the USBE Adult Education Policies and Procedures (June 2025).

SECTION 2: ELIGIBILITY

An individual eligible to receive adult education services:

- Is sixteen years of age or older;
  - Students between the ages of 16 and 18 whose class hasn't graduated must complete the HSE Candidate and Adult Education Eligibility Form;
  - If a Utah resident is adjudicated or married, the student is treated as if he/she were 18 years of age. A student who self-reports adjudication or marriage must provide legal documentation of such.
- Is not enrolled or required to be enrolled in secondary school under State law;
- Is a resident of Utah or a border community; and
- Meets one of the following criteria:
  - Is basic skills deficient;
  - Does not have a secondary school diploma or its recognized equivalent, and has not achieved an equivalent level of education; or
  - Is an English learner.

Note: Students who academically test at or above the 9.0 grade level in all assessed areas and have already obtained a secondary diploma and/or high school equivalence are not entitled to adult education services.

An individual eligible to take the GED® in Utah is:

- Any adult not currently holding a secondary diploma, including non-residents;
- Any 17-18-year-old whose class has graduated; or
- Any 16-18-year-old whose class has not graduated and who submits a completed HSE Candidate and Adult Education Eligibility Form or is enrolled in a Focused Graduation Pathway program.

Local education agency (LEA) geographic boundaries do not apply to adult education programs. Eligible adult education students may enroll in any adult education program in the state, regardless of whether the student resides within LEA boundaries.

Adult education programs are open to all individuals regardless of race, color, national origin, sex, disabilities, and any other legally protected status.

Alpine Online FAQs

Alpine Online
We provide a free online curriculum and a certified teacher to support students who are learning at home.

Role of the Online Teacher
Alpine Online teachers serve as primary supports to students and parents using our online curriculum. They make weekly contact with families, provide video tutorials, plan in-person activities and field trips. They also evaluate student assignments and host district and state testing sessions.

Social Opportunities
Alpine Online provides monthly field trips for all students, including their parents. We host live science labs for all students at various times of the year. Team Huddles take place each week online for all students.

Dual Enrollment
We welcome dual enrollment students. Fewer than three courses require administrative approval. Our teachers are happy to work with you to determine a schedule that works best for you. To start a dual-enrollment, please see your boundary school secretary or counselor.

Alpine Online Fees
There are no fees associated with Alpine Online.

Physical Materials
K-5th graders will receive physical materials. All course materials for 6th-8th graders are provided online. Laptops may be checked out. Laptops and other materials are required to be returned at the end of the year.

Time Requirements Each Day
Plan to spend about an hour on each subject each day. The exception to this will be Kindergarten and 1st grade language arts and phonics. These two classes will take about 2 hours a day because they are so foundational.

Parent/Guardian Expectations
Parents are expected to participate in their child's learning. For K-2nd graders, it would be important for parents to sit with their child during the lessons. 3rd-5th graders can work more independently, but a parent should be close by if there is a question or confusion. 6th-8th graders should be fully independent, but be able to ask you questions. Also, parents should do daily check-ins to see what work was completed. All parents are expected to communicate with the online teacher's weekly contact.

Wait list

As enrollment hits the cap, families who enroll will be put on the waiting list. They will be notified via email of the wait list status. It is *strongly recommended* that the student continue attending their school as enrollment with Alpine Online is not guaranteed. Once a spot opens up, the online teacher will reach out to you to get the curriculum order going and complete the enrollment process.