

## UINTAH SCHOOL DISTRICT POLICY ACTION REVIEW

1st Reading	<u>10/3/85</u>	New	<u>                  </u>
2nd Reading	<u>10/17/85</u>	Revised	<u>                  </u>
Effective Date	<u>10/17/85</u>	Substitute	<u>                  </u>

### **002.0600 STATUTES AND STATE RULES AND REGULATIONS**

It shall be the policy of the Board of Education to conform to and comply with all statutes and also rules and regulations of the State Board of Education pertaining to the operation and maintenance of schools. All such regulations are hereby made a part of the Board's policies.

*Board of Education*

Dave Chivers, President • Robin McClellan, Vice President • Todd Massey, Member  
Denise Maynard, Member • Tawnya McKee, Member • Harlan "Scoot" Wilkins, Member

## Memorandum

**To:** Dave Chivers, President  
Tawnya McKee, Vice President  
USD (Uintah School District) Board Members

**From:** **Jason Johnson, Business Administrator**

**Cc:** Rick Woodford, Superintendent  
Phyllis Elgiar, Secretary

**Date:** **April 5, 2023**

**Re:** **Maintenance of Effort Policy – 1<sup>st</sup> Reading**

### **Recommendation:**

- I recommend that the Board approve the 1<sup>st</sup> Reading of Policy 004.0225

### **Background (rationale):**

- We went through a Title 1 audit this year and their request is that the board approve a Maintenance of Effort Policy.
  - Uintah School District is already held to this regulation when we participate in Title I and IDEA (Federal Education Funding Grant)

### **Policy Implications:**

- Bring USD into better compliance with State and Federal Grants.

### **Motions:**

I make a motion to approve the 1<sup>st</sup> Reading of Policy 004.0225.

## UINTAH SCHOOL DISTRICT POLICY ACTION REVIEW

1st Reading		New	X
2nd Reading		Revised	
Approved		Substitute	

### **004.0225 MAINTENANCE OF EFFORT POLICY**

#### *NEW POLICY*

##### **1.0 GENERAL POLICY STATEMENT**

- 1.1 Federal education statutes requires that states and school districts maintain state and/or local funding effort from year to year. State and local education agencies must demonstrate, prior to receiving any federal education dollars, that they 'maintained effort' (MOE) provisions are intended to ensure education funding is cut as little as possible in tough economic times and that federal funding does not take the place of other money that should be coming from state and local resources.

##### **2.0 TITLE 1 MAINTENANCE OF EFFORT**

- 2.1 Under ESEA section 8521 (a), before receiving any Title I funding, Uintah School District must show that the combined fiscal effort from state and local funds per student, or the aggregate expenditures of the school for the preceding year, is not less than 90 percent of the combined fiscal effort aggregate expenditures for the second preceding fiscal year.
- 2.2 Financial data will be reviewed each fiscal year to ensure compliance.

##### **3.0 IDEA MAINTENANCE OF EFFORT**

- 3.1 Under 34 CFR § 300.203, Uintah School District must determine that the budget for the education of children with disabilities is at least the same amount, from at least one of the following sources, as the school spent for that purpose from the same source for the most recent fiscal year:
  - 3.1.1 Local funds only.
  - 3.1.2 The combination of state and local funds
  - 3.1.3 Local funds only on a per capita basis; or
  - 3.1.4 The combination of state and local funds on a per capita basis.
- 3.2 Budgets will be reviewed annually during the application for IDEA funds to ensure the required level of expenditures is maintained.

*Board of Education*

**Dave Chivers**, President • **Tawnya McKee**, Vice President • **Todd Massey**, Member  
**Denise Maynard**, Member • **Robin McClellan**, Member

## Memorandum

**To:** Dave Chivers, President  
Tawnya McKee, Vice President  
USD Board Members

**From:** Mistalyn Leis, HR Director

**Cc:** Rick Woodford, Superintendent  
Jason Johnson, Business Manager  
Phyllis Elgjær, Secretary

**Date:** April 3, 2023

**Re:** 002.0450 **POLICY** ADOPTION AND CHANGE OF **POLICY** (1st Reading)

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**Recommendation:** The policy committee is recommending that the Uintah School Board adopt the proposed changes to policy 002.0450 Adoption and Change of Policy.

**Background (rationale):** This policy is on the boards review schedule for this year.

**Policy Implications:** None

**Personnel Implications:** The adoption of these changes will also allow the elimination of policy 002.0453 which also addressees policy adoption and change. The proposed policy change will require the addition of a high school teacher to the committee.

**Facility Implications:** None

**Financial/Budget Implications:** None

**Motion:** Motion to adopt and approve the proposed changes to policy 002.0450 Adoption and Change of Policy.

## UINTAH SCHOOL DISTRICT POLICY ACTION REVIEW

1st Reading		New	
2nd Reading		Revised	X
Approved		Substitute	

### **002.0450      POLICY ADOPTION AND CHANGE OF POLICY**

*REVISES POLICY 002.0450 ADOPTION AND CHANGE OF POLICY (LAST APPROVED 10/17/1985) REPLACES POLICY 002.0453 ADOPTION AND CHANGE OF UNTAH SCHOOL DISTRICT POLICY (LAST APPROVED 03/10/2021)*

#### **1.0      GENERAL POLICY STATEMENT**

1.1      The adoption of written policies is the sole prerogative of the School Board. ~~Whenever possible, the Board will seek the counsel of all members of the district community likely to be affected by any policy addition or revision.~~

#### **2.0      POLICY COMMITTEE**

2.1      The purpose of the committee is to assist in the development and revision of district policies. The committee reviews existing and proposed policy at the discretion of the Committee Chair and makes recommendations to the Board. In consultation with the Committee Chair, the Superintendent or his/her designee may invite ad hoc members, including staff and community members, to provide expertise and input in the development or revision of district policies.

2.2      The Board President appoints two board members to serve as the Board Policy Committee Chair and Vice Chair. The Chair and Vice Chair work closely with the Superintendent or his/her designee to direct policy work through a committee. Members of the Policy Committee are selected at the discretion of the Superintendent or his/her designee in consultation with the Policy Committee Chair. At a minimum, the committee shall include an elementary school teacher, a middle school teacher, a high school teacher, a school principal, and a classified staff member.

#### **3.0      POLICY ADOPTION**

3.1      Policies will be formally adopted at a regular Board meeting on the second of two readings and will be recorded in the minutes. Only policies so recorded will be considered official board policies.

*Board of Education*

**Dave Chivers**, President • **Tawnya McKee**, Vice President • **Todd Massey**, Member  
**Denise Maynard**, Member • **Robin McClellan**, Member

## Memorandum

**To:** Dave Chivers, President  
Tawnya McKee, Vice President  
USD Board Members

**From:** Mistalyn Leis, HR Director

**Cc:** Rick Woodford, Superintendent  
Jason Johnson, Business Manager  
Phyllis Elgjær, Secretary

**Date:** April 1, 2023

**Re:** 005.0650 Holidays (2nd Reading)

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**Recommendation:** The policy committee is recommending that the Uintah School Board adopt the proposed changes to policy 005.0650 Holidays

**Background (rationale):** In 2022 the Utah Legislature passed a bill recognizing June 19 as a state holiday. This policy change brings us into alignment with this bill.

Committee members received feedback from several employee groups. Multiple options were discussed by the policy committee. Other district calendars were also researched. The policy being presented is reflective of the majority of the committee's recommendation.

**Policy Implications:** None.

**Personnel Implications:** This change will impact 85 employees.

**Facility Implications:** None.

**Financial/Budget Implications:** There is no fiscal impact of adding the holiday.

**Motion:** Motion to adopt and approve the proposed changes to policy 005.0650 Holidays on second reading.

## UINTAH SCHOOL DISTRICT POLICY ACTION REVIEW

1st Reading		New	
2nd Reading		Revised	X
Approved		Substitute	

### **005.0650 HOLIDAYS**

*REVISES POLICY 005.0650 HOLIDAYS (LAST APPROVED 06/22/10)*

**1.0 GENERAL POLICY STATEMENT**

**1.1 The Uintah School Board authorizes the recognition of the following holidays.**

**2.0 HOLIDAYS**

**2.1 July 4 Independence Day, July 24 Pioneer Day, Labor Day, Fall Break (1 day), Thanksgiving (2 days), Christmas (2 days) New Year's Day (2 days), Martin Luther King Day, Presidents Day, Spring Recess (2 days), Memorial Day, and Juneteenth National Independence Day.**

**3.0 ADDITIONAL GUIDANCE**

**3.1 Any holidays occurring on a weekend will be observed on the closest working day.**  
**3.2 Employees who are paid on an hourly basis, and who are subject to Fair Labor Standards Act (FLSA) rules, who are called by their supervisor to work on a holiday as specified in this policy, will be granted double time for all time worked on the holiday.**

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*Board of Education*

**Dave Chivers**, President • **Tawnya McKee**, Vice President

**Todd Massey**, Member • **Denise Maynard**, Member • **Robin McClellan** Member

## Memorandum

**To:** Dave Chivers, President  
Tawnya McKee, Vice President  
USD Board Members

**From:** Dean Wilson Director of Student Services & Special Education

**Cc:** Rick Woodford, Superintendent  
Jason Johnson, Business Manager  
Phyllis Elgiar, Secretary

**Date:** April 5, 2023

**Re:** Policy 007.09210 Graduation Attire Modifications

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Recommendation: The policy committee to recommend approve policy 007.09210.

Background (rationale): This brings us in line with best practices and Utah code.

Policy Implications: New Policy 007.09210

Personnel Implications: None

Facility Implications: None

Financial/Budget Implications: None

Motion: Motion to approve policy 007.09210 Graduation Attire Modifications

## UINTAH SCHOOL DISTRICT POLICY ACTION REVIEW

1st Reading	3/08/2023	New	X
2nd Reading		Revised	
Approved		Substitute	

### 007.0210 GRADUATION ATTIRE

#### *NEW POLICY*

##### 1.0 GENERAL POLICY STATEMENT

- 1.1 **This policy is enacted to ensure that any student be allowed to represent items of religious or cultural significance.**
- 1.2 This policy is enacted to ensure that an enrolled member of a tribe, or a student who is eligible to be enrolled as a member of a tribe, be allowed to represent their tribal community by wearing tribal regalia.

##### 2.0 GRADUATION ATTIRE MODIFICATIONS

- 2.1 Any qualifying student may wear tribal regalia during a graduation ceremony, including decorating the student's graduation attire with tribal regalia, notwithstanding any provision or policy of the high school conducting the ceremony or any other dress code policy.
- 2.2 **Any student may wear items of religious or cultural significance during a graduation ceremony, notwithstanding any provision or policy of the high school conducting the ceremony or any other dress code policy. Utah Code 53G-4-414**

**Uintah School District  
Vernal, Utah**

These are the minutes from **March 8, 2023, Work Session** of the Uintah School District Board of Education. The meeting was held at **Eagle View Elementary** located at 301 North 5750 East, Roosevelt, UT 84066. The meeting began at **3:30 p.m.**

**Audio Recording:** <https://www.utah.gov/pmn/files/961419.mp3>

**Board Members Present:** President Dave Chivers, Vice President Tawnya McKee, Robin McClellan, and Denise Maynard.

**Absentee:** Board Member Todd Massey was unable to attend the meeting.

**Others Present:** Superintendent Dr. Rick Woodford, Business Administrator Jason Johnson, and others.

**Quorum Present (3):** Yes

**1. INTRODUCTION/OPENING**

- A. Welcome/Called to Order: Board President Dave Chivers - Audio Time Stamp (0:41)**
- B. Reverence: Vice President Tawnya McKee**

**C. LEADERSHIP GOVERNANCE – Dr. Rick Woodford, Superintendent - Audio Time Stamp (1:47)**

**1. Committee Reports**

Denise Maynard stated they have not had a recent meeting and there was no report for the Risk Management Committee. Robin McClellan reported during the State of the District, Kathlene McKeachnie, Executive Director of the Uintah Schools Foundation, was recognized for her 30 years of service. Vernie Heeney, a representative for Uintah Schools Foundation, will be addressing the board during the Business Meeting regarding the Vernal Utah Storytelling Festival. Uintah Schools Foundation will also be holding the Annual "Are You Smarter Than a 5<sup>th</sup> Grader" event. Robin reported the Policy Committee did receive feedback on policies that will be reviewed during this meeting. Robin then shared some fun facts about the Joint Legislative Committee (JLC) and the Utah Legislature, including the 575 bills that were passed during this year's general session, including 136 education bills. Vice President Tawnya McKee provided a report on the Policy Committee, outlining the committee's effort to improve Policy 005.0525 Qualifications for Salary Lane or Stipend Change while considering stakeholder feedback that was received. President Dave Chivers explained the Facilities Committee is working to finalize the lease agreement with Utah State University (USU) for the new preschool. Dave also mentioned that the Finance Committee has been working on the financial aspect of the new preschool project and that a representative from Zions National Bank will be presenting during the business meeting to address funding options for the project. Superintendent Dr. Rick Woodford reported the USU Board of Trustees approved the lease agreement for the new preschool, and it will be reviewed by the Commission of Higher Education on April 24, 2023. A request for proposals will be issued for a CMGC to work on the project. The RFP will then be presented for approval during the regular April Business Board Meeting. The district can establish a budget once a CMGC is chosen to collaborate with the architects. On March 27, 2023, town hall meetings will be held at Naples Elementary and

Maeser Elementary, respectively, beginning at 5:00 p.m. and 7:00 p.m. Board members are encouraged to attend but are not required to participate.

**2. POLICY REVISIONS Audio Time Stamp (12:32)**

**A. Policies for Review on First Reading**

**1. Policy 001.0140 Relations with Parent Organizations - Dr. Rick Woodford, Superintendent**

Dr. Rick Woodford explained the Policy Committee had examined this policy and determined that it required additional input from staff and the general public. This policy addresses parent-teacher organizations, as Dr. Mistalyn Leis, Director of Human Resources, explained, so the Policy Committee determined they needed to collect more information and have the policy evaluated by Community Council organizations. President Dave Chivers stated the policy will be tabled on the first reading and should be pulled from the Business Meeting agenda under the Consent Calendar.

**2. Policy 005.0650 Holidays - Audio Time Stamp (14:33)**

**Dr. Mistalyn Leis, Human Resources Director**

Dr. Mistalyn Leis explained during the 2022 General Session, Utah Legislature approved a bill to make Juneteenth National Freedom Day a state holiday. The Juneteenth holiday has been added to this policy in order to comply with the legislation. Adding the additional holiday will affect the 220-day and 250-day contract employees. It was recommended to not add the holiday, but rather trade the holiday with a non-federal holiday, specifically December 31. Dr. Leis explained that full-time workers who work 240 contract days or more are entitled to ten vacation days in addition to ten personal time off (PTO) days. The Policy Committee also considered the alternative of simply adding the federal holiday to the policy.

**3. Policy 007.0210 Graduation Regalia - Audio Time Stamp (19:33)**

**Dr. Dean Wilson, Student Services Director**

Dr. Dean Wilson explained this policy is enacted to ensure that an enrolled member of a tribe, or a student who is eligible to be enrolled as a member of a tribe, be allowed to represent their tribal community by wearing tribal regalia during a graduation ceremony. Uintah School District already endorses this customary practice, but the policy conforms USD to Utah Code.

**B. Policies for Review on Second Reading- Audio Time Stamp (21:15)**

**1. Policy 007.0505 Minimum Participation Costs/Fee Schedule**

**Dr. Dean Wilson, Student Services Director**

According to Dr. Wilson, this policy undergoes an annual procedure where they collaborate with secondary schools to create a list of anticipated fees. Dean reminded the board the fees listed are maximum participation costs. The extracurricular fee schedule reflects the maximum cost associated with each activity, without accounting for money generated through fundraising.

**2. Policy 006.0410 Special Education for Students with Disabilities - Audio Time Stamp (23:15)**

**Dr. Dean Wilson, Student Services Director**

Dr. Wilson reminded the board that this policy was last modified in 1985, and required updating. The updates to this policy bring the district in line with the current Special Education state standards.

**3. Policy 005.0525 Qualifications for Salary Lane or Stipend Change - Audio Time Stamp (24:10)**  
**Dr. Mistalyn Leis, Human Resources Director**

Dr. Leis conducted a significant amount of research on lane change policies across the state of Utah. The data gathered from the study was presented to the Policy Committee in a spreadsheet to demonstrate comparisons of other school districts. Dr. Leis emphasized the need for caution when comparing districts because not all districts are created equally. A district-specific policy should be developed taking into account the size of the district, the professional development being received, and all benefits the employees are currently receiving. Dr. Leis then went over the policy's revisions since the first reading, including the addition of Section 2.0 Awarding of Credit for clarification and the modifications made to Section 3.0 Deadlines. One major change to the policy will now require teachers to indicate on their letter of intent if they plan to apply for a salary lane change for the following year. The new deadline to submit a lane change application with supporting documents will be the first Monday in June. Superintendent Dr. Rick Woodford explained adding the check box on the teacher's letter of intent will allow adequate time to adjust the budget for those requests. In addition, a 45-day deadline has been established under Section 3.0 for applicants to receive notification on whether they will be awarded the lane change. Dr. Leis reported they have never denied a lane change, rather an application missing proper documentation is considered "pending". Dr. Leis then requested to amend the title for Section 4.0 to College/University or USBE Credit to eliminate confusion on college credits versus USBE credits. Dr. Leis explained that depending on the training received, the district treats USBE credits the same as college credits. Superintendent Dr. Rick Woodford requested Dr. Leis amend the policy and update the section title prior to the business meeting for board approval on the second reading. Dr. Leis then noted definitions have been added under Section 5.0 regarding Relicensure Hours. To handle lane change applicant appeals, the Policy Committee added Section 7.0 Appeals. Under this section, a District Lane Change Committee will evaluate the application and appeal within 45 days of the submitted appeal. Robin McClellan asked for clarification on Section 5.2.1 regarding the cap on USD relicensure hours. Dr. Leis explained the cap is only for USD relicensure hours earned through district-sponsored or district-approved events and additional hours over 30 will carry over from year to year. Dr. Leis then recommended this policy should be reviewed in one year to ensure it is working for the district.

**3. DISCUSSION ITEMS REQUIRING FUTURE BOARD ACTION - Audio Time Stamp (39:22)**

**A. Minutes (January 30, 2023, Special Work Session; February 8, 2023, Work Session; February 8, 2023, Business Meeting; February 22, 2023, Special Business Meeting)**

**Jason Johnson, Business Administrator**

Jason asked if there were any recommended changes to the meeting minutes presented for approval. Jason noted that the minutes have been updated to reflect any of the changes that the board requested prior to this meeting. A reminder the minutes are not written verbatim. Those interested can review the entire meeting by listening to the audio recordings posted on the Public Meeting Notice Website. <https://www.utah.gov/pmn/index.html>

There were no requested changes to the Board Meeting Minutes.

**B. Purchases Over \$50,000 and/or Contracts Needing Board Approval - Audio Time Stamp (42:40)**  
**Jason Johnson, Business Administrator**

Jason Johnson requested the approval of an agreement with Uintah County for the use of facilities and resources during local emergencies or disasters. The agreement was drafted by the county and was reviewed and amended by Jason Johnson and Dr. Dean Wilson, Student Services Director. After being examined during the county open meeting, the amended agreement was then forwarded back to the district for final board approval. Jason feels the majority of this would be done in the event of a catastrophe, so it would be better to have an agreement in place beforehand to encourage prompt and reasonable responses.

**C. Approval of JUUL Settlement - Audio Time Stamp (45:56)**

**Jason Johnson, Business Administrator**

Jason stated that the board had agreed to join in a class action lawsuit against JUUL for using deceptive marketing tactics to target and sell vaping products to minors. They have reached a settlement arrangement, however, the details of the settlement cannot be discussed in an open meeting. If the Board would like to discuss the details of this agreement, the board would need to go into a closed session. Any settlement would be unrestricted, allowing the board and administration to use the funds however they see appropriate. There were no inquiries or concerns from the board.

**4. INFORMATIONAL ITEMS - Audio Time Stamp (47:27)**

**A. Sanctioning of Girls' Lacrosse and Other Related Issues**

**Les Hamilton, Athletic Director**

Les Hamilton addressed the board and requested the district develop a policy and procedure for moving sports in and out of participation of UHSAA sanctioned sports at local level. Les explained the girls' lacrosse team has been a club sport for 2 years. He then introduced Katie Colton, a teacher at UHS and the leader of the girls' lacrosse team, also spoke to the board and gave a brief overview of the girls' lacrosse program. Katie explained the program currently has 35 students actively involved and continues to grow. The team is only permitted to compete against one another; because they are not sanctioned, they are not permitted to compete against 36 other Utah high school girls' lacrosse teams. Katie explained lacrosse is a fast-growing sport that is quick to learn. Les Hamilton explained academic achievement is encouraged among students who participate in extracurricular activities; they also stay engaged and foster a sense of community. The board was then given estimated associated costs for a girls' lacrosse team, should the district decide to sanction the sport. Les presented this information and requested that this item be put on the April board agenda for the April 5<sup>th</sup> business meeting and recommends that the girls' lacrosse team compete under the UHSAA guidelines for sanctioned sports for the 2023-2024 school year. The board then had follow-up questions regarding transportation costs, Utah Code Title 9, and district funding obligations. Les stated that he would bring additional specific information to the board in April.

**B. Review of 2022-2023 School Trustlands Plans - Audio Time Stamp (1:15:12)**

**Jayme Leyba, Curriculum Director**

Jayme Leyba provided an annual report of the School LAND Trust Plans for 2021-2022. The board must receive an annual report from an LEA by March 1 on the progress made in implementing each school's previous year's School LAND Trust plans. The report was provided to the board before the work session for their independent assessment. Jayme explained a three-step evaluation process of each spending plan which includes making sure the spending is aligned, setting and achieving goals, and ensuring funding carryover is below ten percent. The board

discussed the funding carryover post-COVID, how the funding is reported to the state, and when test results are provided for review to ensure accountability.

**5. ADJOURNMENT - Audio Time Stamp (1:25:10)**

*Motion: A motion was made to adjourn the meeting by Tawnya McKee, seconded by Denise Maynard. Motion Carried (4:0)*

The meeting adjourned at approximately 4:57 p.m.

DAE

Uintah School District  
Vernal, Utah

These are the minutes from **March 08, 2023, Impact Aid Meeting** of the Uintah School District Board of Education. The meeting was held at **Eagle View Elementary** located at 301 North 5750 East, Roosevelt, UT 84066. The meeting began at **5:30 pm**.

**Audio Recording:** <https://www.utah.gov/pmn/files/958091.mp3>

**Board Members Present:** President Dave Chivers, Vice President Tawnya McKee, Robin McClellan, and Denise Maynard.

**Absentee:** Board Member Todd Massey was unable to attend the meeting.

**Also Present:** Superintendent Dr. Rick Woodford and Business Administrator Jason Johnson

**1. INTRODUCTION Audio Time Stamp (0:28)**

**A. Welcome/Called to Order: Board President Dave Chivers**

**B. School Reports**

**1. Lapoint Elementary – Principal Don Heath Audio Time Stamp (0:59)**

Principal Don Heath presented a video presentation to the board. Principal Heath reported they have been focusing on interventions, Tier 1 instruction, and extensions. During the video Principal Heath discusses what makes Lapoint Elementary so special including exceptional teachers and smaller class sizes that allow for more individualized instruction. Acadience Reading data shows growth across all grade levels K-5 and an increase in proficiency from the beginning of the year to the middle of the year in all grade levels. According to test results, children who started the academic year in yellow (or below benchmark) did not fall below, and no students at Lapoint from the start of the year to the conclusion of the year regressed in reading from yellow (below benchmark) to red in 2021–2022. (or well below benchmark). The video features interviews with Lapoint Elementary Teacher of the Year, Tanner Credaroli, and Lapoint Elementary Classified Employee of the Year, Caitlin Firkins. The students come first at Lapoint Elementary, and learning is prioritized along with a heavy emphasis on literacy. What Lapoint Elementary is accomplishing academically is what Principal Heath wants everyone to be aware of.

Lapoint Elementary Impact Aid Video Presentation: <https://youtu.be/tOZMvgvqWDM>

**2. Eagle View Elementary – Principal Chris Jones Audio Time Stamp (11:08)**

Principal Chris Jones presented a video presentation to the board highlighting the staff's dedication to getting systematic reading interventions in place and mClass has been super important in that effort. In the video, Principal Jones discussed the results of the Acadience Reading test, which showed that 33% of students in grades K-5, excluding SPED students, moved out of the red zone, compared to only 18% the year before. This is a significant improvement, and indicates to it Principal Jones hope that mClass is effective. Principal Jones continued by stating that compared to all other schools in the district, Eagle View has moved the greatest percentage (23%) of SPED students out of the red zone (substantially below benchmark). According to Principal Jones, this demonstrates that Eagle View Elementary is

making progress thanks to the efforts of all parties involved, including teachers, aides, literacy coaches, and students. During the video Principal Jones celebrates Alisa Thacker for winning Eagle View Elementary Teacher of the Year and Krystal Jenkins for winning Eagle View Elementary Classified Employee of the Year.

Eagle View Elementary Impact Aid Video Presentation: <https://youtu.be/ZPTH162XEXM>

**C. Questions, Comments, Recommendations      Audio Time Stamp (23:29)**

Jason Johnson requested if there was any patron input in the audience. There was no patron input to report from the audience.

**D. Survey/Impact Aide Committee      Audio Time Stamp (23:45)**

A survey is sent out to request patron input prior to the Impact Aid Meeting. This allows patrons the opportunity to discuss concerns or request additional needs for students within this demographic. Jason reported they sent out a survey prior to the meeting and they have received no responses to the survey. Jason explained he did however receive feedback that the Ute tribe is unable to attend the current Impact Aid Meetings due to scheduling conflicts. The meetings will need to be moved back a month to allow participation. The policy will need to be updated and the board meeting schedule for FY24 will need to be changed.

**2. ADJOURNMENT      Audio Time Stamp (27:01)**

**A. Meeting Adjourned**

***Motion:*** A motion was made to adjourn the meeting by Robin McClellan, seconded by Denise Maynard. Motion Carried (4:0)

Meeting adjourned at approximately 5:57 p.m.

Uintah School District  
Vernal, Utah

These are the minutes from **March 8, 2023, Business Meeting** of the Uintah School District Board of Education. The meeting was held at **Eagle View Elementary** located at 301 North 5750 East, Roosevelt, UT 84066. The meeting began at **7:00 p.m.**

**Audio Recording:** <https://www.utah.gov/pmn/files/958093.mp3>

**Board Members Present:** President Dave Chivers, Vice President Tawnya McKee, Robin McClellan, and Denise Maynard.

**Absentee:** Board Member Todd Massey was unable to attend the meeting.

**Also Present:** Superintendent Dr. Rick Woodford and Business Administrator Jason Johnson.

**Quorum Present (3):** Yes

**1. INTRODUCTION - Audio Time Stamp (0:40)**

- A. Welcome/Called to Order:** Board President Dave Chivers
- B. Reverence:** Principal Don Heath, Lapoint Elementary
- C. Pledge of Allegiance:** Tina Daniels, Eagle View Elementary Teacher

**D. Student Board Member Report - Ashlyn Olsen Audio Time Stamp (3:01)**

Ashlyn Olsen was not able to attend the meeting.

**E. Celebrations – Superintendent Dr. Rick Woodford Audio Time Stamp (3:08)**

**1. Students of the Month**

The students of the month for March 2023 are Sage Olsen (Central Cove Preschool); Hunter Draper (Ashley Elementary); Avaya Batty (Davis Elementary); Michael Madan (Discovery Elementary); Sayma Juarez Carranza (Eagle View Elementary); Jorja Taveapont (Lapoint Elementary); Ali Aycock (Maeser Elementary); Titus Evans (Naples Elementary); Kaysen Gudmundsen (Uintah Middle School); Lucas Caldwell (Vernal Middle School); Blake Holmes (Uintah High School); and Christina Kelly (Ashley Valley Education Center/Uintah Online).

**F. Patron Input: Board President Dave Chivers Audio Time Stamp (24:38)**

- 1.** Evie Sheffer expressed her concerns to the board regarding reading materials she had discovered in the Uintah High School library that, in her opinion, contained sexually explicit content and asked the board to remove the books from the library.
- 2.** **Audio Time Stamp (29:57)** Sarah John also addressed the board regarding sexually explicit material she believed to be located in the Uintah High School Library. Sarah requested the district update Policy 006.0150 and expedite the process of pulling sexually explicit material from the library when it has been identified.

Superintendent Dr. Rick Woodford and Jayme Leyba, Curriculum Director, are currently working to address these concerns. Jayme is working on a system to review all material in circulation and

building a procedure called “re-consideration”. The re-consideration process will allow a media specialist to immediately pull material if it appears to meet the criteria for explicit material. Jayme explained they have already pulled content from the library.

## 2. BUSINESS/ACTION ITEMS - Audio Time Stamp (42:58)

### A. Consent Calendar

Board President Dave Chivers requested a motion to approve the Consent Calendar.

1. Minutes (January 30, 2023, Special Work Session; February 8, 2023, Work Session; February 8, 2023, Business Meeting; February 22, 2023, Special Business Meeting) - Jason Johnson, Business Administrator
2. Purchases over \$50,000 and/or Contracts Needing Board Approval - Jason Johnson, Business Administrator
3. Approval of JUUL Settlement – Jason Johnson, Business Administrator
4. Monthly Board Financial Update – Jason Johnson, Business Administrator

***Motion:*** A motion was made by Denise Maynard to approve the consent calendar, seconded by Tawnya McKee, with the Board unanimously approving. Motion Carried (4:0)

Jason noted that the Monthly Board Financial Update is sent via email to every board member; it has since been added to the consent calendar to provide the board members an opportunity to express concerns or ask questions.

### B. Policies for Approval on First Reading - Audio Time Stamp (45:45)

Board President Dave Chivers entertained a motion to approve the policies listed on the first reading and to pull Item No. 1, Policy 0001.0140 Relations with Parent Organizations from the agenda.

1. Policy 001.0140 Relations with Parent Organizations - Table this policy until April. Additional staff and public input will be solicited before 1st reading.
2. Policy 005.0650 Holidays - Dr. Mistalyn Leis, Human Resources Director
3. Policy 007.0210 Graduation Regalia - Dr. Dean Wilson, Student Services Director

***Motion:*** A motion was made by Tawnya McKee to approve Policy 005.0650 Holidays and Policy 007.0210 Graduation Regalia, First Reading, seconded by Denise Maynard with the Board unanimously approving. Motion Carried (4:0)

**Patron Input** – The time allotted for patron input on Policy 005.0650 is three minutes.

- **Audio Time Stamp (47:01)** Aubrey McCarrel addressed the board and asked to add Juneteenth to Policy 005.0650 Holidays, grant the additional day and not trade the new holiday for a non-federal holiday.

### C. Policies for Approval on Second Reading - Audio Time Stamp (52:56)

Three (3) policies for Second Reading were adopted as follows:

1. **Policy 007.0505 Maximum Participation Costs/Fee Schedule (Fees and Fundraising), Second Reading - Dr. Dean Wilson, Student Services Director**  
Board President Dave Chivers entertained a motion.

***Motion:*** A motion was made by Denise Maynard to approve Policy 007.0505 Maximum Participation Costs/Fee Schedule (Fees and Fundraising), Second Reading, seconded by Robin McClellan with the Board unanimously approving. Motion Carried (4:0)

2. **Policy 006.0410 Special Education for Students with Disabilities, Second Reading Dr. Dean Wilson, Student Services Director - Audio Time Stamp (54:37)**  
Board President Dave Chivers entertained a motion.

***Motion:*** A motion was made by Tawnya McKee to approve Policy 006.0410 Special Education for Students with Disabilities, Second Reading, seconded by Denise Maynard with the Board unanimously approving. Motion Carried (4:0)

3. **Policy 005.0525 Qualifications for Salary Lane or Stipend Change, Second Reading Dr. Mistalyn Leis, Human Resources Director - Audio Time Stamp (55:26)**

***Motion:*** A motion was made by Robin McClellan to approve Policy 005.0525 Qualifications for Salary Lane and Stipend Change and amend the title for Section 4.0 to College/University or USBE Credit, Second Reading, seconded by Tawnya McKee with the Board unanimously approving. Motion Carried (4:0)

Robin McClellan noted this policy will need to be reviewed by the board in one year.

**CLOSED SESSION Audio Time Stamp (57:13) 7:56 p.m.**

**The Board of Education voted to enter into a closed session.**

Board President Dave Chivers requested a motion to move into a closed session.

***Motion:*** Tawnya McKee made the motion, "I move that Uintah School District Board of Education enter into Closed Session" for the following reasons: Discussion of the character, professional competence, or physical or mental health of an individual, seconded by Denise Maynard.

**Roll Call Vote:**

Robin McClellan, "Aye"  
Denise Maynard, "Aye"  
Tawnya McKee, "Aye"  
Dave Chivers, "Aye"

With the Board unanimously approving. Motion Carried (4:0)

**Audio Time Stamp (58:40) Return from Closed Session 8:31 p.m.**

**D. Personnel Changes**

**Dr. Mistalyn Leis, Human Resources Director - Audio Time Stamp (59:15)**

Board President Dave Chivers entertained a motion to approve Personnel Changes.

***Motion:*** A motion was made by Robin McClellan to approve the recommended personnel changes (new hires, newly assigned employees, and notification of separations of employment), seconded by Denise Maynard with the Board unanimously approving. Motion Carried (4:0)

Dr. Mistalyn Leis requested the approval of twelve new hires and three current employees who have recently been assigned to new positions. Dr. Leis reported there were thirteen notifications of separations.

Please see the attached March 8, 2023, USD Board-approved list of personnel changes.

**3. INFORMATIONAL/DISCUSSION ITEMS - Audio Time Stamp (1:02:11)**

**A. Uintah Schools Foundation Storytelling Festival Presentation – Vernie Heeney**

Vernie Heeney came to promote the 19<sup>th</sup> Annual Vernal Utah Storytelling Festival put on by Uintah Schools Foundation. The festival will include nationally known storytellers, Adam Booth and Megan Hicks. The events will be held at Vernal Middle School on March 20-21, 2023 at 7:00 p.m.

**B. Capital Spending Impact Regarding Preschool Project - Audio Time Stamp (1:04:54)**

**Jason Johnson, Business Administrator**

Jason Johnson introduced special guest Japheth McGee, Vice President of Zions Public Finance. In relation to the new preschool school project, Japheth presented the board with various ways of financing the project. During his presentation, Japheth reviewed general obligation debt, municipal bonds, how to issue bonds, bond ratings, and interest rate trends.

[Capital Spending Impact Regarding Preschool Project Presentation](#)

**C. Capital Outlay Forecast – Audio Time Stamp (1:45:44)**

**Jason Johnson, Business Administrator**

Jason explained this agenda item has been tabled.

**D. Calendar Items – Superintendent Dr. Rick Woodford    Audio Time Stamp (1:46:18)**

- Spirit Week - Maeser Elementary - March 6-10, 2023
- Community Council Meeting - Uintah Middle School - March 8, 2023
- Community Council Meeting - Maeser Elementary – March 9, 2023
- CUB Assemblies - Maeser Elementary - March 10, 2023
- USBA Regional Meeting - Café Rio - March 15, 2023
- Community Council Meeting - Naples Elementary - March 16, 2023
- Family Pizza Night (to end Book Fair) - Lapoint Elementary - March 16, 2023
- Preschool Family Friday - Uintah County Heritage Museum – March 17, 2023
- Hope Week - Davis Elementary - March 20-23, 2023
- 6th Grade Storytelling Assembly - Uintah Middle School - March 20, 2023

- Storytelling Festival Assembly - Vernal Middle School - March 20, 2023
- USD 4th Grade Storytelling Festival - Vernal Middle School - March 21, 2023
- Community Council Meeting - Discovery Elementary - March 21, 2023
- Pre-K Friday (painting with a local artist) - Central Cove Preschool - March 24, 2023
- Town Hall Meetings to discuss preschool Naples Elementary & Maeser Elementary – March 27, 2023
- 4th Grade Farm Field Day - Western Park - March 28, 2023
- Community Council Meeting - Ashley Elementary - March 28, 2023
- Davis Kindergarten Discovery Gateway - Davis Elementary - March 29, 2023
- 2nd Grade Hogle Zoo Presentation - Maeser Elementary - March 29, 2023
- 5th Grade Discovery Gateway - Davis Elementary & Maeser Elementary - March 30, 2023
- Poetry Jam - Uintah Middle School - March 30, 2023
- AVEC At-Risk Conference Uintah Conference Center - March 31, 2023
- Community Council Meeting - Vernal Middle School - March 31, 2023
- Community Council Meeting - Lapoint Elementary - April 5, 2023
- USD Board Work Session (4:00 p.m.)/Business Meeting (6:00 p.m.) District Office - April 5, 2023
- Community Council Meeting - Eagle View Elementary - April 4, 2023
- Talent Show - Vernal Middle School - April 6, 2023
- Community Council Meeting - Davis Elementary - April 6, 2023
- Spring Break (no school) - USD - April 10 -14, 2023

It was noted on Monday, March 27, 2023, Town Hall meetings will be held at Naples Elementary at 5:00 p.m. and Maeser Elementary at 7:00 p.m. for the new preschool project.

**E. Superintendent and/or Board President follow-up or clarification on items discussed during the meeting. Audio Time Stamp (1:53:15)**

Each board member shared their final thoughts on the meeting. Denise Maynard provided a brief student board report on behalf of Ashlyn Olsen.

**4. ADJOURNMENT Audio Time Stamp (1:55:22)**

**A. Meeting Adjourned**

***Motion:*** A motion was made to adjourn the meeting by Tawnya McKee, seconded by Denise Maynard with the Board unanimously approving. Motion Carried (4:0)

Meeting Adjourned at approximately 9:28 p.m.

DATE: **March 8, 2023**

TO: **UINTAH BOARD OF EDUCATION**

FROM: **Dr. Mistalyn Leis, Director of Human Resources**

RE: **Board Approval Request for March 8, 2023, Board Approval of New Hires, Newly Assigned Employees; Notification of Separations of Employment**

**Superintendent Woodford requests Board approval of the following individuals for hire/assignment to new positions:**

**a. NEW HIRES – BOARD APPROVAL REQUESTED:**

Name	Position	Assignment	FTE	Education/ Training	Source of Funding
.Marie Hansen	Behavioral Intervention Aide	Discovery	0.7375	All Required	Program 5678 TSSA
Scotlyn Williams	Behavior Intervention Aide	Lapoint	0.7375	All Required	Program 0185 Intervention Aides
Morgan Jun Batty	Instructional Aide	Discovery	0.7375	All Required	Program 5805 Early Literacy Program
Emily Goodrich	Grade 5 Teacher	Davis	1.0	B.S. Major: Business Education Minor: Teaching	Program 0050 Regular Education
Megan Smith	SpEd Aide	Maeser	0.7375	All Required	Program 7524 IDEA-B Disabled
Gayle Whitmire	Intervention Aide	UMS	0.7375	All Required	Program 5678 TSSA
Melissa Brooke Harrison	Receptionist	USD	0.7375	All Required	Program 0301 Superintendent of Schools
Aleksandra Pershall	Grade 8 Math Teacher	UMS	1.0	B.S. Chemistry	Program 0050 Regular Education
Jill Webb	SpEd Aide	Maeser	0.7375	All Required	Program 1210 SpEd Self Contained
Dawn Cannon	SpEd Aide	VMS	0.7375	All Required	Program 7524 IDEA-B Disabled

Katie Ufford	SpEd Speech Aide	Discovery	0.7375	All Required	Program 7225 ESSER III CARES Program
Glen Hansen	Building Use Supervisor	USD	0.4875	All Required	Program 3701 Community Facility Use

**b. NEWLY ASSIGNED EMPLOYEES – BOARD APPROVAL REQUESTED:**

Name	Former (Current) Assignment	New Assignment	Effective Date
Nicolette Nelson	Food Service Worker (0.375 FTE) @ EVE	SpEd Aide (0.7375 FTE) @ VMS	2/21/2023
Ashley Kay	Intervention Aide (0.7375 FTE) @ Naples	Attendance Secretary (1.0 FTE) @ Naples	2/21/2023
Kortney White	SpEd Aide (0.7375 FTE) @ Naples	Finance Secretary (1.0 FTE) @ Naples	2/21/2023

Uintah School District  
Vernal, Utah

These are the minutes from **March 13, 2023, Special Business Meeting** of the Uintah School District Board of Education. The meeting was held at the **District Office Board Room** located at 826 South 1500 East, Naples, UT 84078. The meeting began at **5:30 p.m.**

**Audio Recording:** <https://www.utah.gov/pmn/files/954901.mp3>

**Board Members Present:** President Dave Chivers, Robin McClellan, Denise Maynard, and Todd Massey.

**Also Present:** Superintendent Dr. Rick Woodford and Business Administrator Jason Johnson.

**Quorum Present (3):** Yes

**1. INTRODUCTION Audio Time Stamp (0:46)**

- A. **Welcome/Called to Order:** Board President Dave Chivers
- B. **Reverence:** Todd Massey
- C. **Pledge of Allegiance:** Robin McClellan

**2. BUSINESS/ACTION ITEMS Audio Time Stamp (03:45)**

**A. Personnel**

- 1. **Approval of Superintendent and Business Administrator Salaries**  
President Dave Chivers entertained a motion to go into closed session.

**CLOSED SESSION Audio Time Stamp (04:21)**

**The Board of Education voted to enter into a closed session.**

Board President Dave Chivers requested a motion to move into a closed session.

***Motion:*** Robin McClellan made the motion, “I move that Uintah School District Board of Education enter into Closed Session” for the following reasons: 1)Discussion of the character, professional competence, or physical or mental health of an individual; and 2)Strategy session to discuss collective bargaining, seconded by Todd Massey.

**Late Arrival:** Vice President Tawnya McKee (Time 5:36 p.m., arrived during the motion)

**Roll Call Vote:**

Denise Maynard, “Aye”  
Robin McClellan, “Aye”  
Todd Massey, “Aye”  
Tawnya McKee, “Point of Question”

**Audio Time Stamp (6:17)** Tawnya McKee requested to have the motion repeated.

**Audio Time Stamp (06:22)**

***Motion:*** Robin McClellan made the motion, “I move that Uintah School District Board of Education enter into Closed Session” for the following reasons: Discussion of the character,

professional competence, or physical or mental health of an individual and Strategy session to discuss collective bargaining, seconded by Todd Massey.

***Motion:*** Robin McClellan made the motion, "I move that Uintah School District Board of Education enter into Closed Session" for the following reasons: 1)Discussion of the character, professional competence, or physical or mental health of an individual; and 2)Strategy session to discuss collective bargaining, seconded by Todd Massey.

**Roll Call Vote:**

Robin McClellan, "Aye"  
Denise Maynard, "Aye"  
Todd Massey, "Aye"  
Tawnya McKee, "Aye"  
Dave Chivers, "Aye"

With the Board unanimously approving. Motion Carried (5:0), Time 5:37 p.m.

**Audio Time Stamp (07:35) Return from Closed Session 7:19 p.m.**

President Dave Chivers reported the board had gone into closed session to discuss the Business Administrator's and Superintendent's salary and compensation package. Dave explained the amounts have not been finalized and will not be reported during this meeting. The board also discussed the hiring procedure, job posting, and timetable for filling the position of the Business Administrator position. Superintendent Dr. Rick Woodford asked for confirmation that no formal board action was taken. President Chivers confirmed the board did not take formal action. The board has directed Superintendent Woodford on the compensation scale for the position of Business Administrator. The Board will decide the Superintendent's compensation at a future meeting.

**4. ADJOURNMENT Audio Time Stamp (10:16)**

**A. Meeting Adjourned**

***Motion:*** A motion was made to adjourn the meeting by Todd Massey, seconded by Denise Maynard. Motion Carried (5:0)

Meeting Adjourned at approximately 7:22 p.m.

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*Board of Education*

**Dave Chivers**, President • **Tawnya McKee**, Vice President

**Todd Massey**, Member • **Denise Maynard**, Member • **Robin McClellan** Member

## Memorandum

**To:** Dave Chivers, President  
Tawnya McKee, Vice President  
USD Board Members

**From:** Dean Wilson, Director of Student Services & Special Education

**Cc:** Rick Woodford, Superintendent  
Jason Johnson, Business Manager  
Phyllis Elgiar, Secretary

**Date:** 04/05/2023

**Re:** School Safety Improvements

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**Recommendation:** Approval of funding for recommendations for school improvement that have been made by local law enforcement officers

**Background (rationale):** Based on the national increase in school violence, a risk assessment of each school site was conducted by local law enforcement after which security solutions were prioritized and presented for funding.

**Policy Implications:** None

**Personnel Implications:** None

**Facility Implications:** Each school site with the exception of CEC.

**Financial/Budget Implications:** \$1,182,773.12

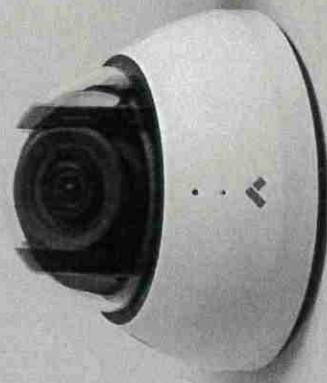
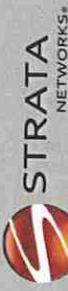
**Motion:** Motion to approve funding for school safety initiatives.

# Uintah School District

## CAMERAS AND ACCESS CONTROL

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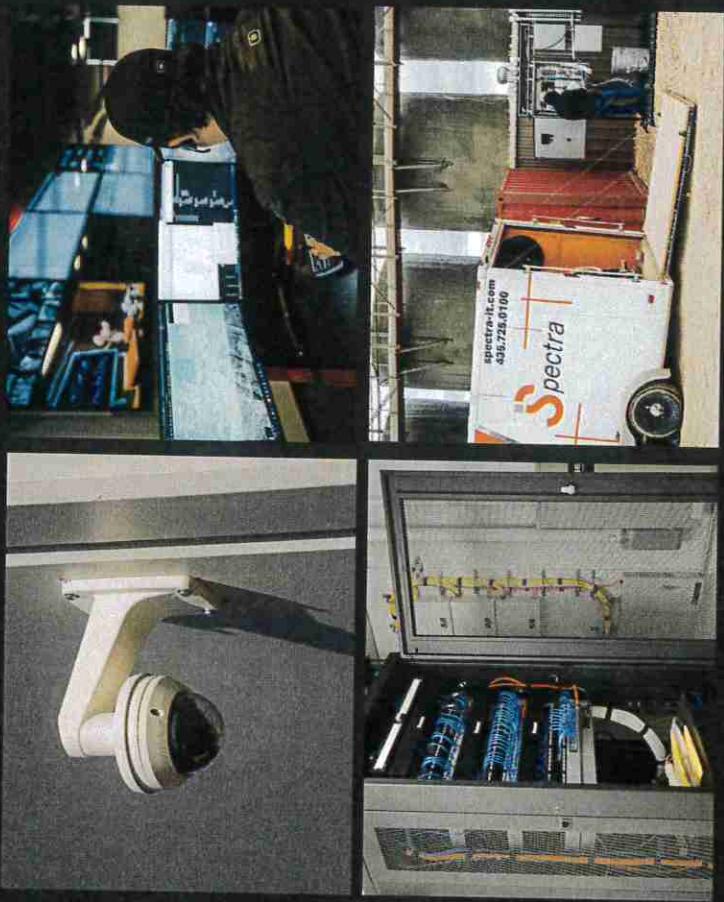
Presented by: Kirk Bostick  
Jade Fenn



# Hardware. Software. Anywhere.



Spectra is a subsidiary of STRATA Networks and brings value to the connected business community. We provide and support various on-site and hosted solutions tailored to our customer's needs. Our team of seasoned professionals is a diverse team with over 50 years of combined experience. We provide quality and efficiency to manage business technology from the field to the office.



## Information Technology

- Managed Services
- Data Center
- IPBX
- Office 365
- Network Cabling

## Operational Technology

- SCADA
- Panel Construction
- Electrical
- Measurement
- Access Control
- Security Cameras
- Wireless Communications
- Warehouse



Spectra is committed to providing **quality Information Technology and Operational Technology services** to the Uintah Basin.

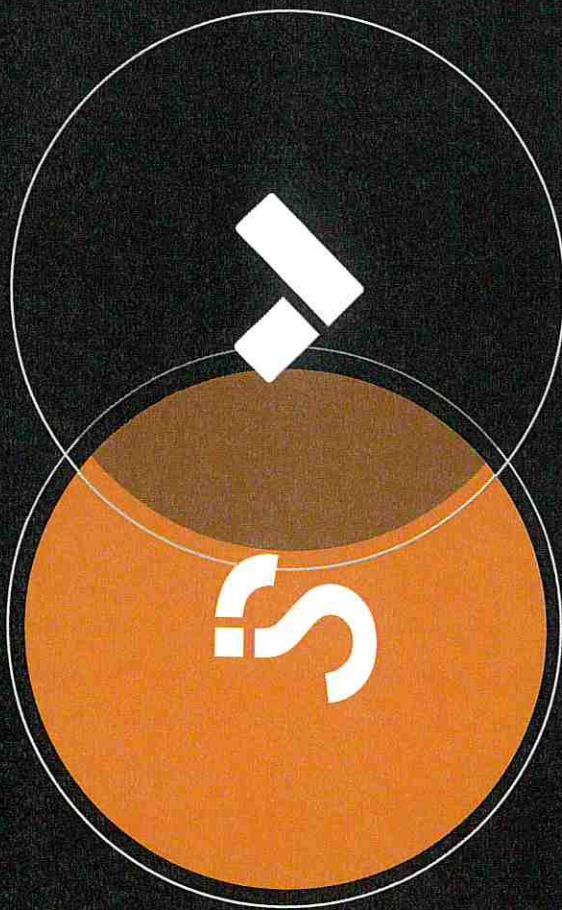
Our custom approach to combining IT and OT gives our firm a unique advantage compared to other Managed Services contractors. **We strive to be a highly qualified contractor that can replace the need to employ multiple vendors.**

► In Partnership with Verkada



Spectra and Verkada  
**share a mission** to modernize  
enterprise physical security.

Today, we offer a suite of connected security devices that provide users with a full picture of the health and safety of their environments. Designed with simplicity in mind, Verkada's ecosystem of best-in-class solutions provide a scalable way to easily configure, monitor and respond to events from anywhere.





# One Platform. Simplify School Security.



Today, many schools are investing in modern security technology to create safer learning environments. Verkada is a fully integrated hardware and software solution that combines intelligent devices with an easy-to-use platform, making it simple to protect staff and students at scale.



Protect your campus perimeter



Speed up response



Improve reliability and minimize costs

## Key Benefits

### Monitor from off-campus

Find, save and share footage on-the-go. Plus, share live camera feeds with local authorities in seconds.

### Detect vaping and bullying

Leverage sensor technology to detect smoking, vaping, and elevated noise levels in bathrooms and locker rooms.

### Lockdown doors in seconds

Lockdown doors from a panic button, web browser, or mobile app while still allowing first responders access.

### Secure facilities with ease

Set door schedules around school hours and provision staff with role-based access to privileged areas.

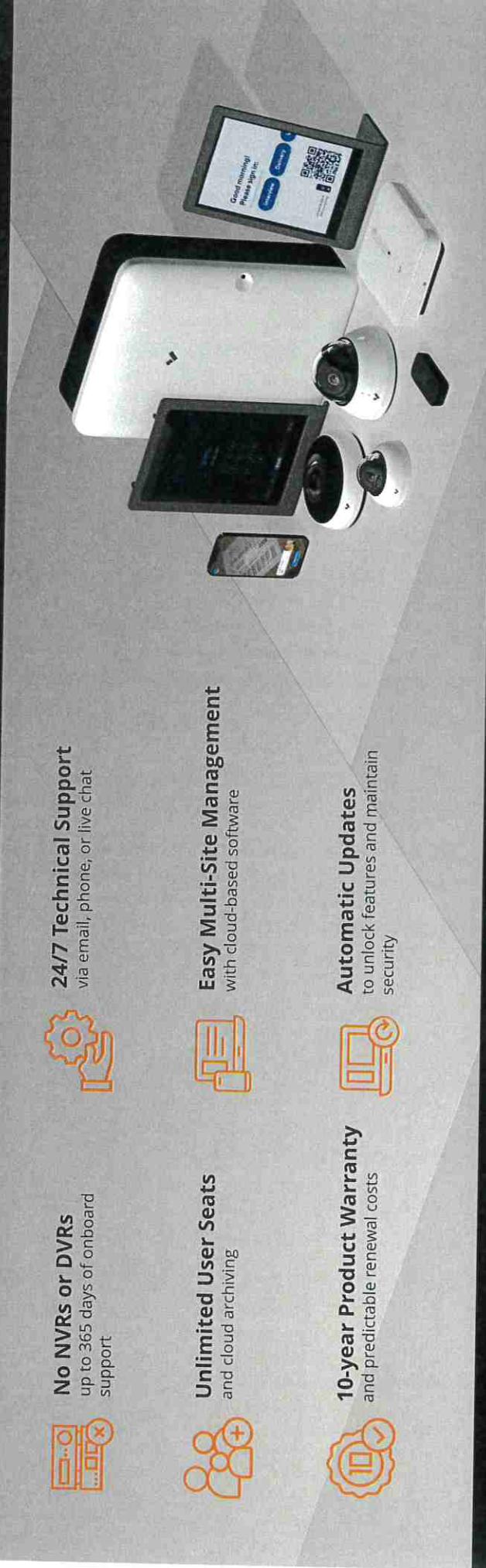
### Deter threats in real-time

Set proactive alerts for motion, vehicles, or people of interest to be notified of intruders or suspicious after-hours activity.

### Prevent unauthorized visitors

Conduct security screens with cloud-based visitor management that integrates with cameras and access control.

## Why Verkada?



**No NVRs or DVRs**  
up to 365 days of onboard support



**24/7 Technical Support**  
via email, phone, or live chat



**Unlimited User Seats**  
and cloud archiving



**Easy Multi-Site Management**  
with cloud-based software



**10-year Product Warranty**  
and predictable renewal costs

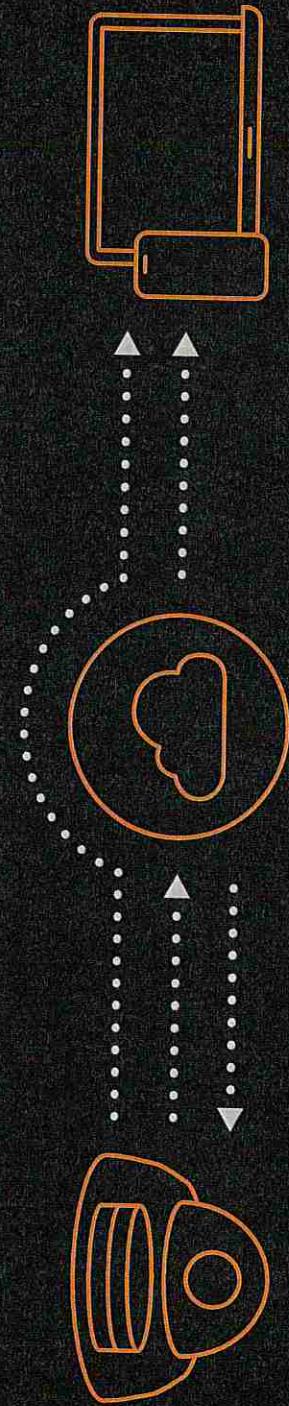


**Automatic Updates**  
to unlock features and maintain security





## What is hybrid cloud video security?



### Cameras

Industrial-grade solid-state storage saves up to 365 days of continuous video

### Easy to Scale

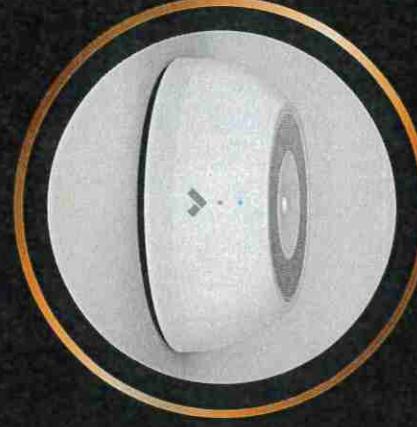
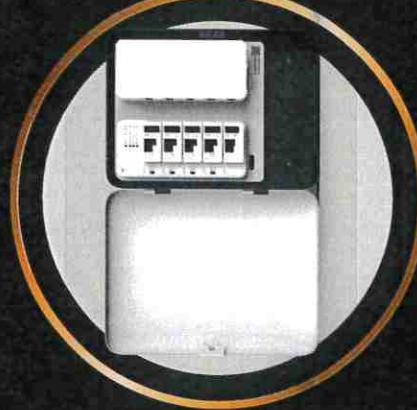
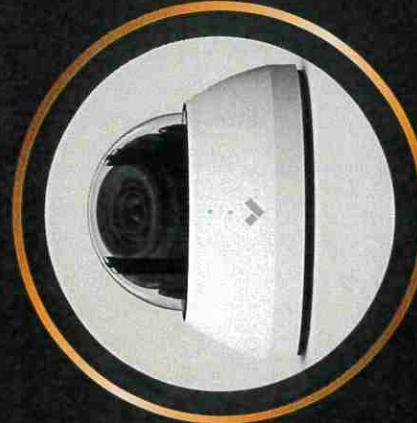
Bandwidth friendly and supports thousands of cameras across unlimited locations

### Centralized Management

Modern platform enables secure access on any device from anywhere in the world

## Product Overview

Setting the new standard for enterprise building security.



### Video Security

#### Smart, Secure, and Easy to Manage

- Simple Set-Up
- Built-In Storage
- Automatic Updates
- Strengthen Safety
- 24/7 Monitoring

### Access Control

#### Easy, Cloud-Based Solution

- Real-Time Visibility
- Remote Management
- Limitless Scale

### Alarms

#### Cloud-Managed Intrusion Detection

- 24/7 Professional Monitoring
- Built-In Video Verification
- Emergency Dispatch Capabilities
- Cloud-Managed

### Environmental Sensor

#### All-in-One Sensor

- Vape Sensor
- Sensor Readings
- Add Context with Video
- Stay Ahead of Changes
- Visualize Your Data



Access Control



Protect students and  
schools with  
integrated **Access**  
**Control**



STRATA Networks | Spectra —Security Solution for the Uintah School District

9



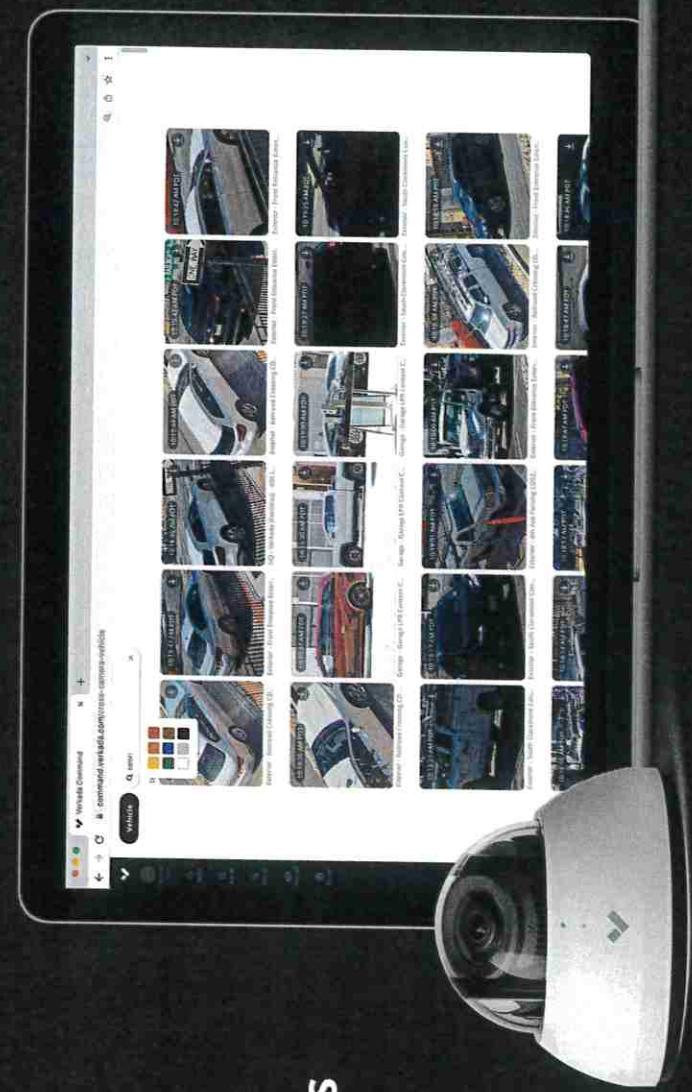
People Analytics



**Simplify and speed up investigations with intelligent people and face detection**



## Vehicle Analytics



Quickly **search** and  
**filter** to find vehicles  
of interest



**By integrating visitor management with cameras and door access control, users can review footage of visitor activity and **remotely unlock doors** for specific guests**

► Intruder Alarm and Panic Button

 **Verkada**

 **Spectra**



**Simplify and speed up  
investigations with intelligent  
people and face detection**

# Pricing





The initial proposal for the requested standard of physical security was **\$2.14M**.



Thanks to the collaboration with Spectra, Verkada, and the Executive Team, we can now offer the same high-quality security solution at a discounted price of **\$1.18M**.

Our partnership with Verkada has enabled us to obtain cutting-edge technology at a deep discount, which has contributed to a significant reduction in cost.

# Customizable Pricing. Simplified.



30.61



## Price with 5-year software licenses: \$1,182,773.12

Average Cost per Student & Faculty (approx. 7,600 people): \$31.13

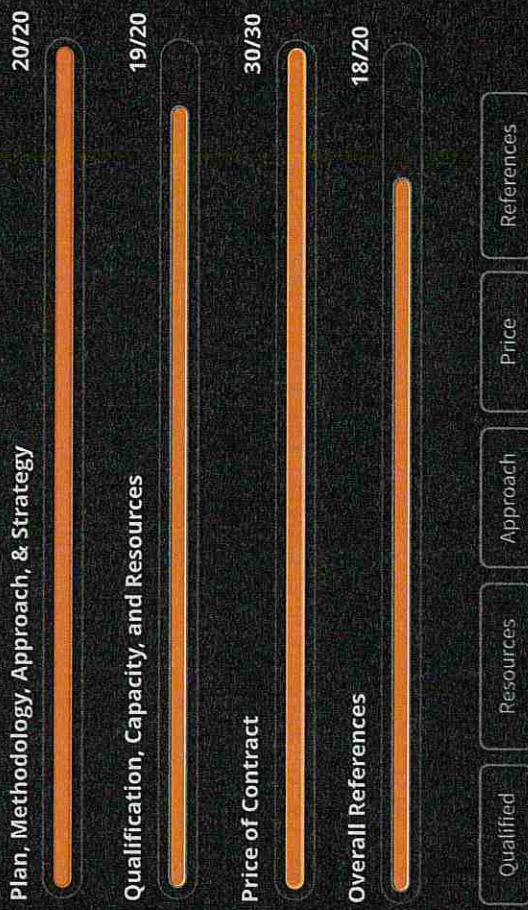
### Hardware : \$553,678.96

Ashley Elementary	42,388.98	Basic Camera	212,929.29
Davis Elementary	47,914.00	Multi-Sensor Camera	66,000.55
Discovery Elementary	36,577.50	Environmental Sensor	57,234.36
Eagle View Elementary	38,844.49	Door	117,260.64
Lapoint Elementary	32,445.15	Guest	96,036.60
Maeser Elementary	36,707.86	Alarm	62,881.20
Naples Elementary	48,825.07	Alarm Console	8,375.76
Vernal Middle School	55,961.94	Wireless Alarm	8,375.76
Uintah Middle School	55,612.61		
Uintah High School	105,784.76	Annual Price Savings	\$88,549.41
AVEC	23,965.76		
District Office	32,650.84		

### 5-Year Licensing: \$629,094.16

## ► Terra Academy Award Justification

Terra Academy has determined Spectra as the **highest scoring, responsive, and responsible offeror** and will be awarded the contract for Terra Academy Information Technology Outsourcing services contract.

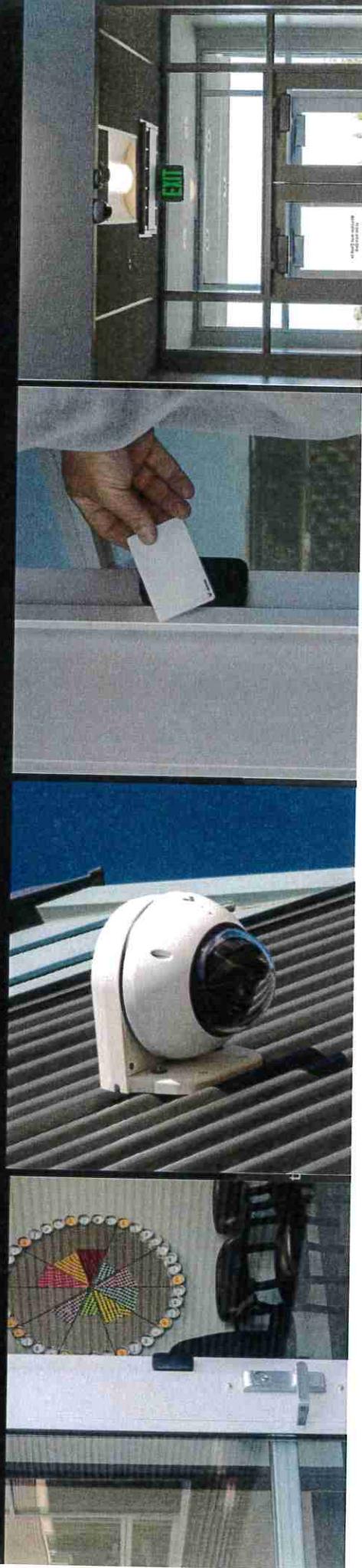


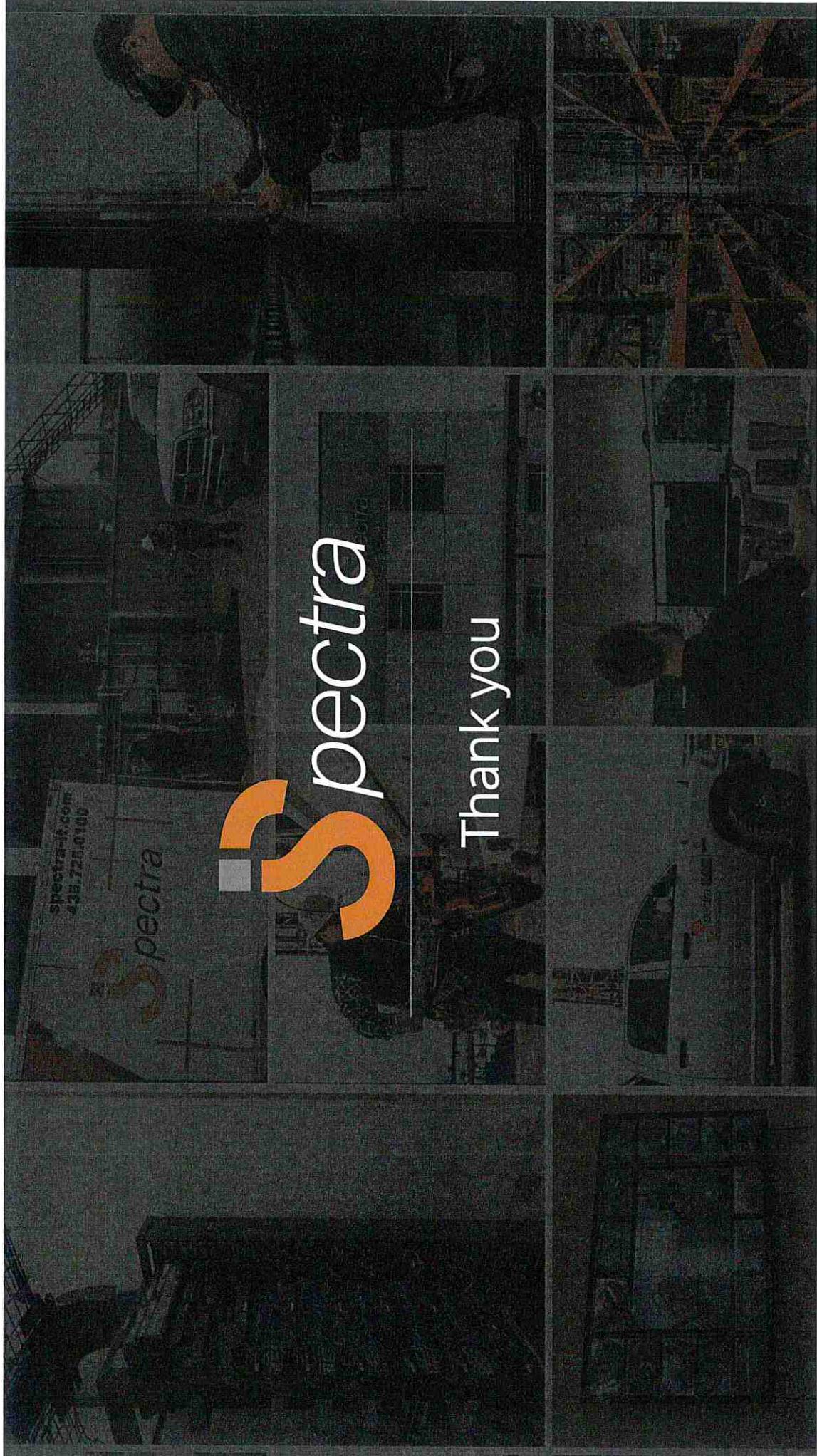
► **Quote**



**"Your staff on site has been the most professional** I have ever had the pleasure of working with/around in my 15 years of education! You should be so proud of them and the way they represent your company."

Staff Member at Terra Academy





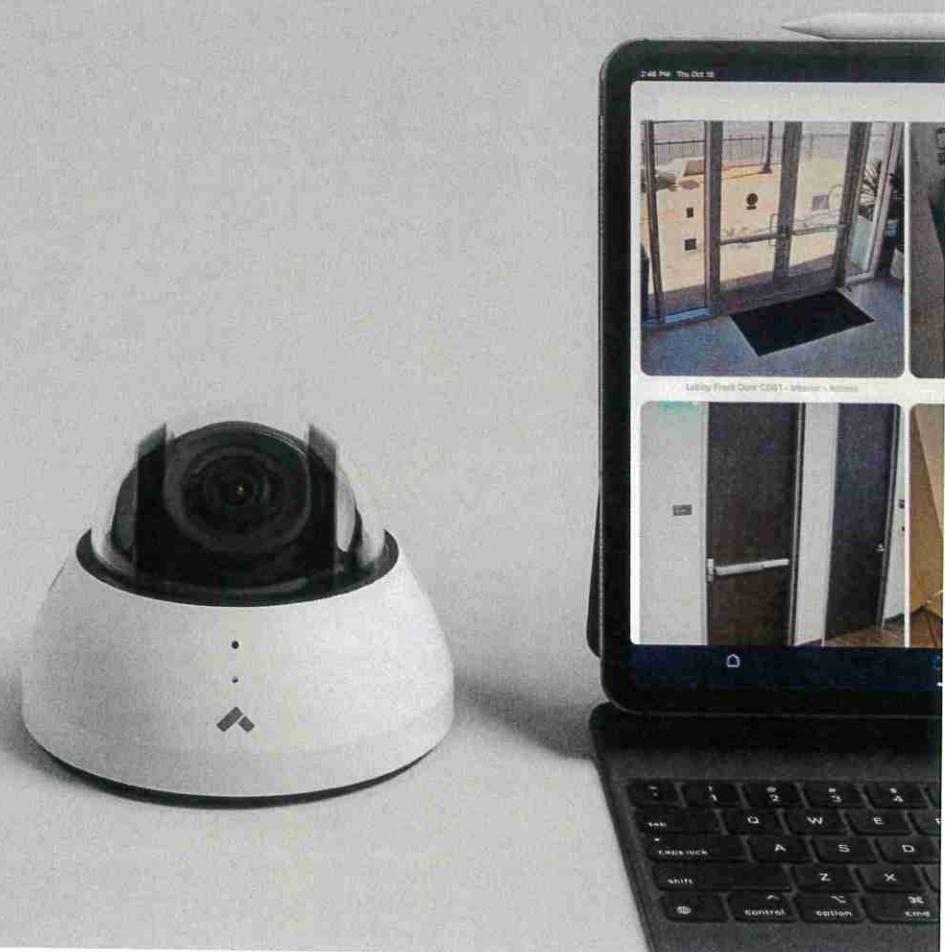
Thank you

# Uintah School District

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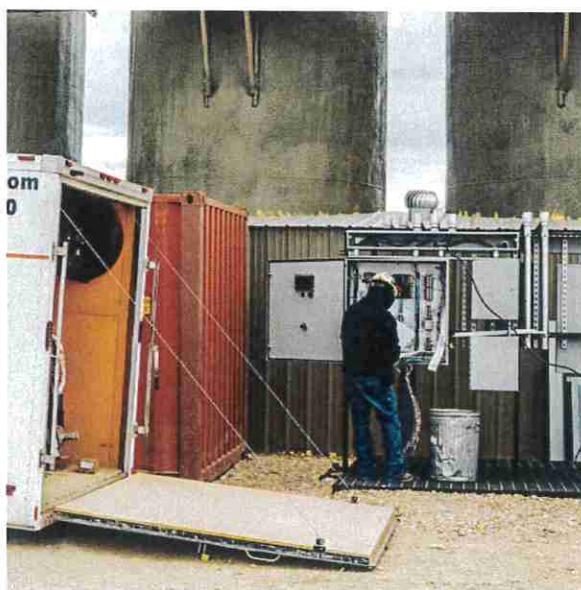
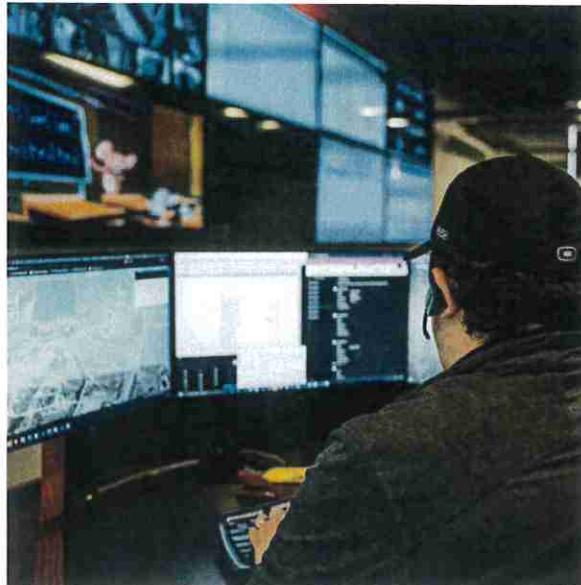
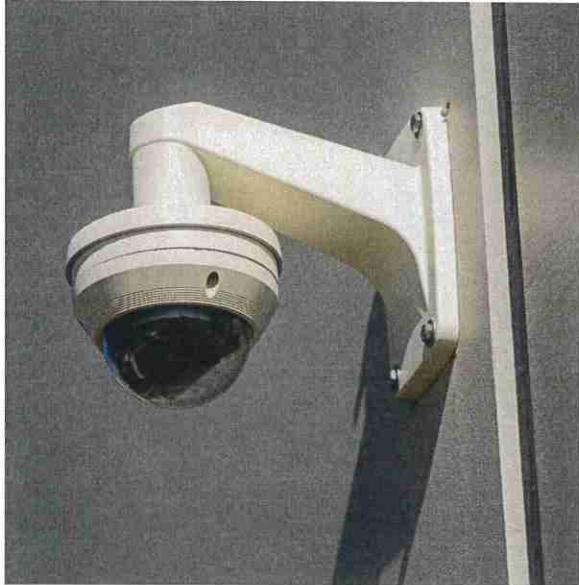
## Cameras and Access Control

April 5, 2023





# Hardware. Software. **Anywhere.**



**Kirk Bostick**, [kbostick@spectra-it.com](mailto:kbostick@spectra-it.com)  
**Jade Fenn**, [jfenn@spectra-it.com](mailto:jfenn@spectra-it.com)  
435.725.0100 | [spectra-it.com](http://spectra-it.com)

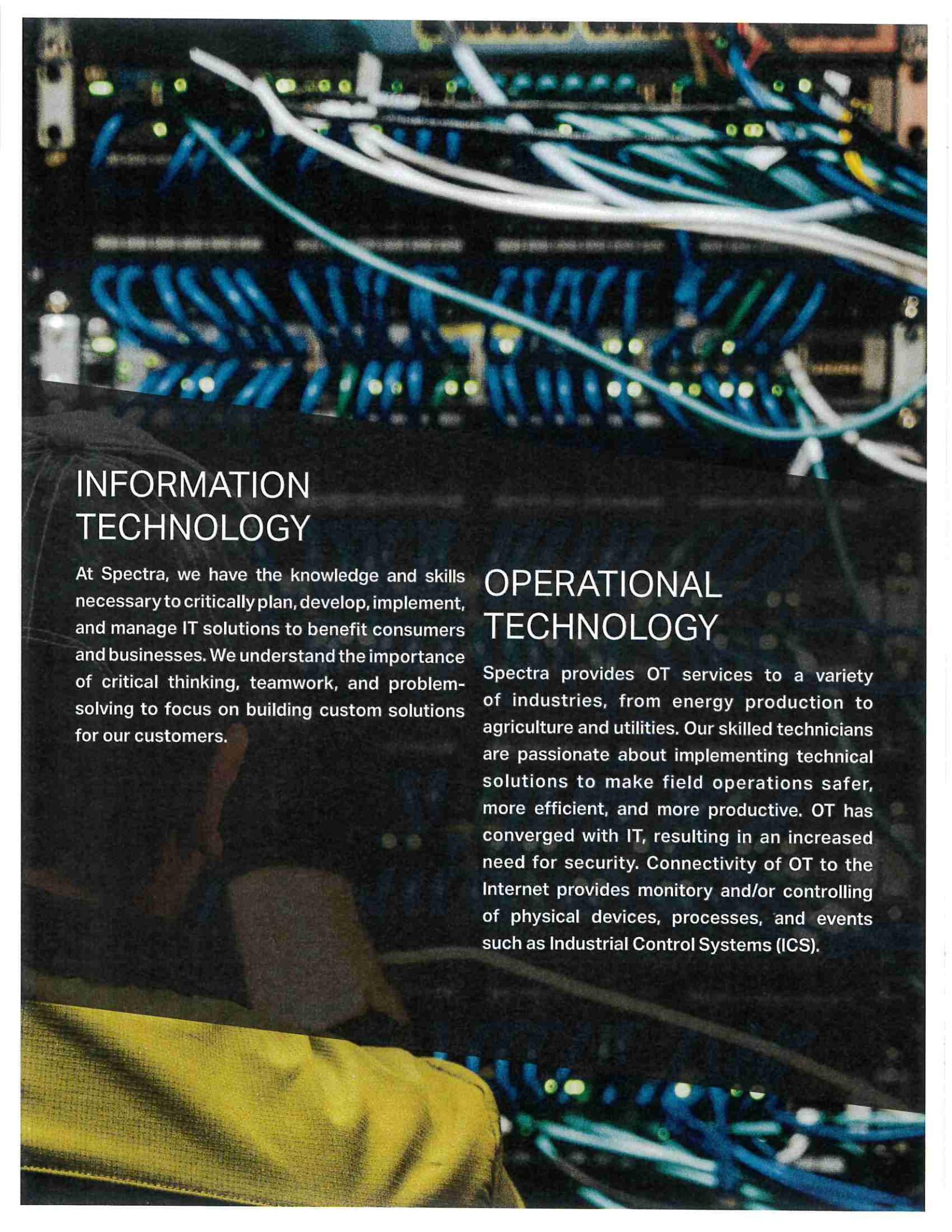
**Spectra is a managed services company that was founded in January 2014.**

**We provide Informational and Operational Technology management and consulting to the business community in the Uinta Basin and beyond.**

**We are a wholly-owned subsidiary of STRATA Networks and we add value to the connected business community by leveraging their link to the Internet.**

**We provide and support various onsite and hosted solutions tailored to our customer's needs. Our personnel of seasoned professionals consists of a diverse team with 50 years of combined experience. We have the expertise to provide quality and efficiency to manage your business technology from the field to the office.**

**Spectra is committed to providing quality Informational Technology and Operational Technology services to the Uinta Basin. Our unique approach to combining IT and OT gives our firm a unique advantage compared to other Managed Services contractors. We strive to be a highly qualified contractor that can replace the need to employ multiple vendors.**



## INFORMATION TECHNOLOGY

At Spectra, we have the knowledge and skills necessary to critically plan, develop, implement, and manage IT solutions to benefit consumers and businesses. We understand the importance of critical thinking, teamwork, and problem-solving to focus on building custom solutions for our customers.

## OPERATIONAL TECHNOLOGY

Spectra provides OT services to a variety of industries, from energy production to agriculture and utilities. Our skilled technicians are passionate about implementing technical solutions to make field operations safer, more efficient, and more productive. OT has converged with IT, resulting in an increased need for security. Connectivity of OT to the Internet provides monitory and/or controlling of physical devices, processes, and events such as Industrial Control Systems (ICS).



Good morning!  
Please sign in:

First, what is the reason for today's visit?

Interview

Delivery

...or scan to sign in  
with your phone.



Armed

Enter code to disarm

1 2 3  
4 5 6  
7 8 9  
0

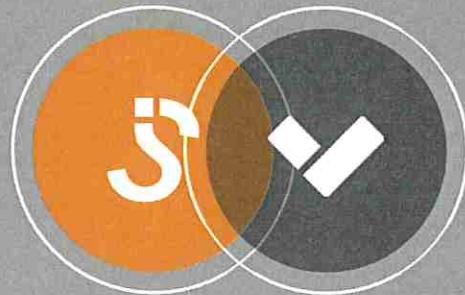
Keypad

2200

Rosanne Davies

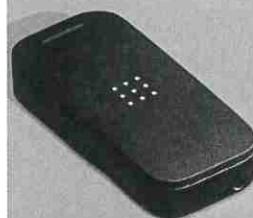
Manual Entry

2200



## Spectra and Verkada share a mission to modernize enterprise physical security.

Today, we offer a suite of connected security devices that provide users with a full picture of the health and safety of their environments. Designed with simplicity in mind, Verkada's ecosystem of best in-class solutions provide a scalable way to easily configure, monitor and respond to events from anywhere.



## Rates. At a Glance.



5-Year License	MSRP	AR2472 Contract Rate	Spectra Rate
Basic Camera License	899.00	872.03	628.11
Multi-Sensor Camera License	2,699.00	2,645.02	1,885.73
Environmental Sensor License	999.00	969.03	697.98
Door License	999.00	969.03	697.98
Guest License	18,000.00	17,460.00	8,003.05
Alarm License	5,999.00	5,819.03	5,240.10
Alarm Console License	999.00	969.03	697.98
Wireless Alarm License	999.00	969.03	697.98

	MSRP	AR2472 Contract Rate	Spectra Rate
<b>Indoor Dome Camera</b> Model: CD42	999.00	969.03	697.98
<b>Outdoor Dome Camera</b> Model: CD42-E	1,199.00	1,163.03	837.72
<b>Outdoor Multi-Sensor Camera</b> Model: CH52-E	3,599.00	3,527.02	2,514.55
<b>Outdoor Fisheye Camera</b> Model: CF81-E	1,999.00	1,939.03	1,396.66
<b>Outdoor Bullet Camera</b> Model: CB61-TE	1,899.00	1,842.03	1,326.79
<b>Door Controller</b> Model: AC62-16	5,299.00	5,193.02	3,702.30
<b>Door Controller</b> Model: AC41	1,799.00	1,745.03	1,256.93
<b>Multi-Format Card Reader</b> Model: AD31	349.00	338.53	243.84
<b>Environmental Sensor</b> Model: SV23	999.00	979.02	697.98
<b>Outdoor Camera Bracket</b> Model: Generic	135.00	135.00	109.76
<b>Wireless Hub</b> Model: BH61, North America	999.00	969.03	697.98
<b>Wireless Panic Button</b> Model: BR33	199.00	193.03	139.04
<b>Alarm Console</b> Model: BC51	999.00	969.03	697.98

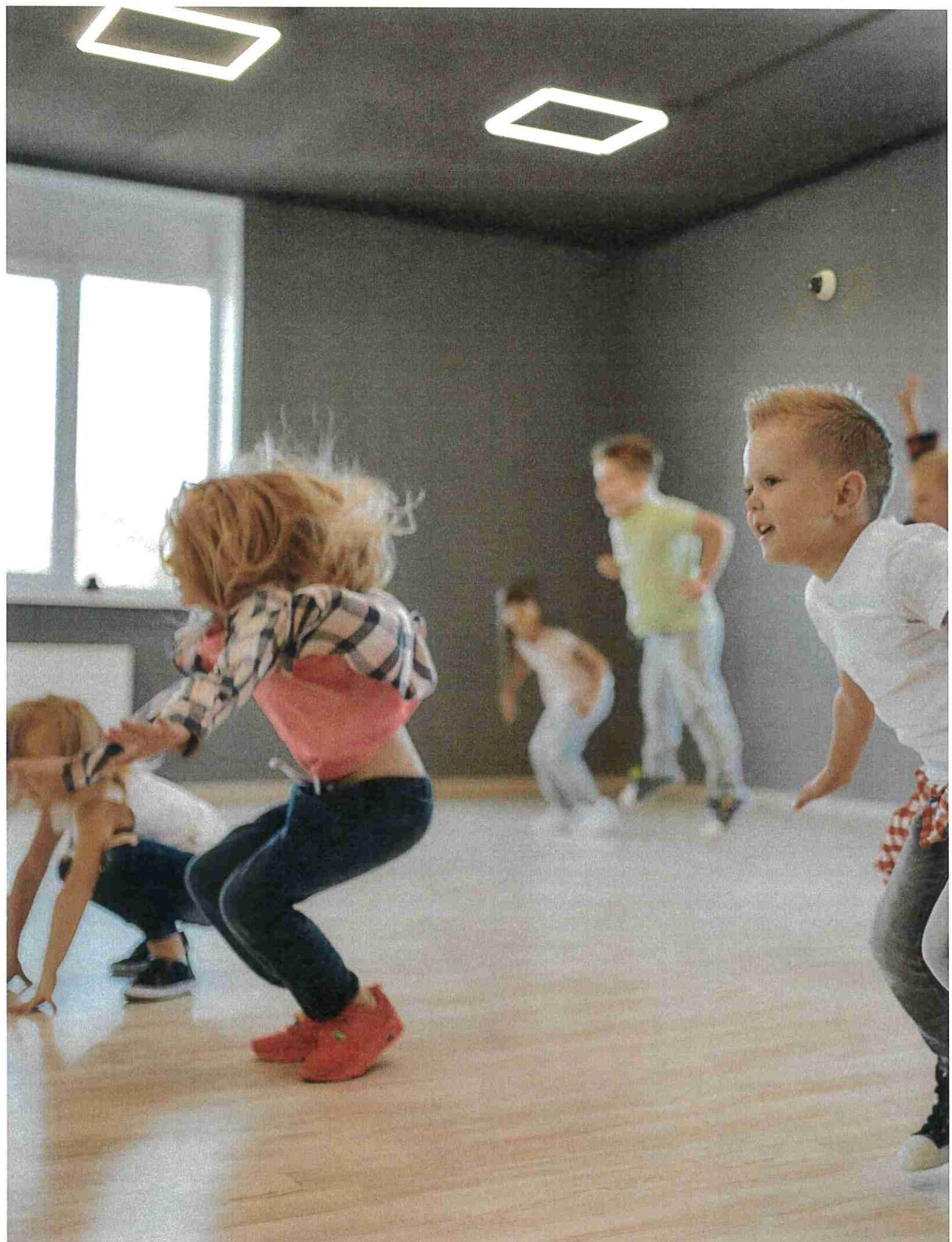
# Customizable Pricing. Simplified.

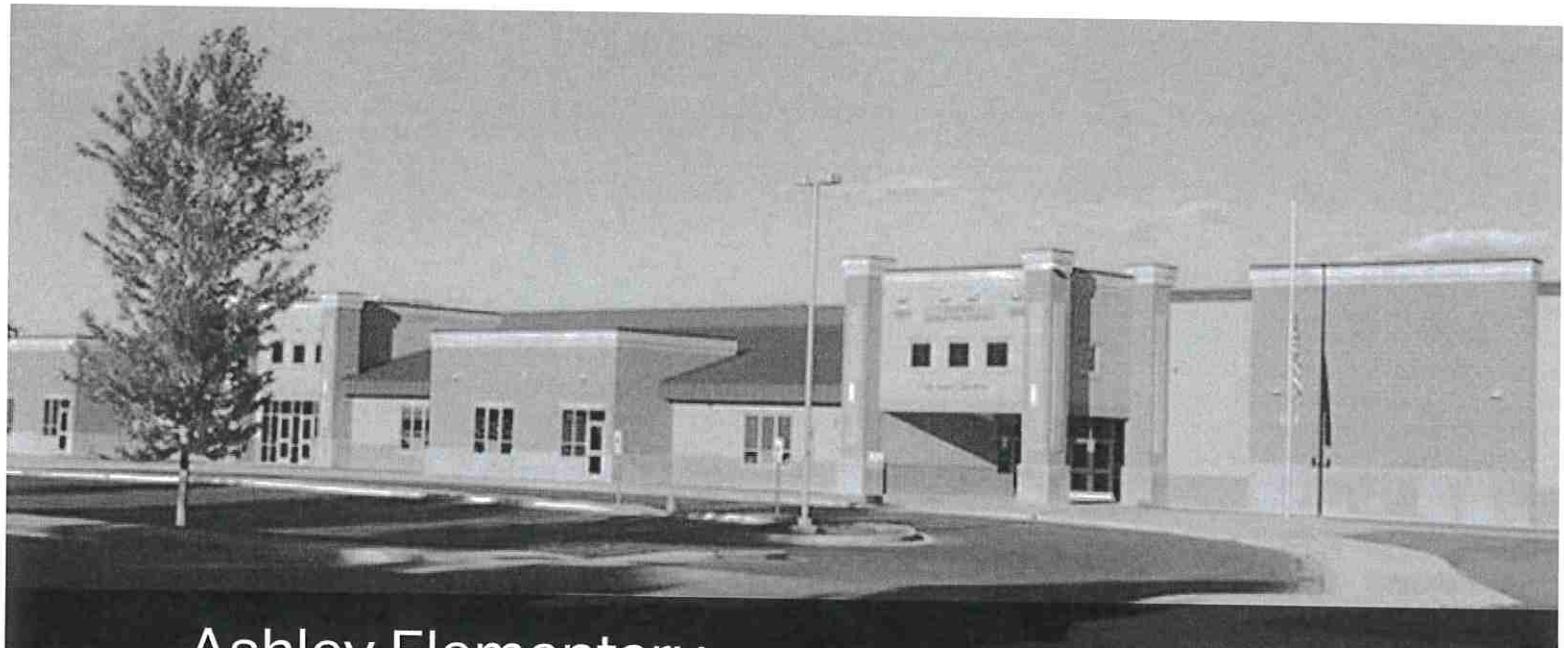
Price with **5-year** Software Licenses: **\$ 1,182,773.12**

Average Yearly Cost per Student and Faculty (approx. 7,600 people): \$31.13

Ashley Elementary	42,388.98	—
Davis Elementary	47,914.00	—
Discovery Elementary	36,577.50	—
Eagle View Elementary	34,844.49	—
Lapoint Elementary	32,445.15	—
Maeser Elementary	36,707.86	—
Naples Elementary	48,825.07	—
Vernal Middle School	55,961.94	—
Uintah Middle School	55,612.61	—
Uintah High School	105,784.76	—
AVEC	23,965.76	—
District Office	32,650.84	—
Basic Camera License	—	212,929.29
Multi-Sensor Camera License	—	66,000.55
Environmental Sensor License	—	57,234.36
Door License	—	117,260.64
Guest License	—	96,036.60
Alarm License	—	62,881.20
Alarm Console License	—	8,375.76
Wireless Alarm License	—	8,375.76
<b>Subtotals</b>	<b>547,833.88</b>	<b>629,094.16</b>

Annual savings on 5-year software licenses: \$ 88,549.36





## Ashley Elementary

**\$ 95,417.63**

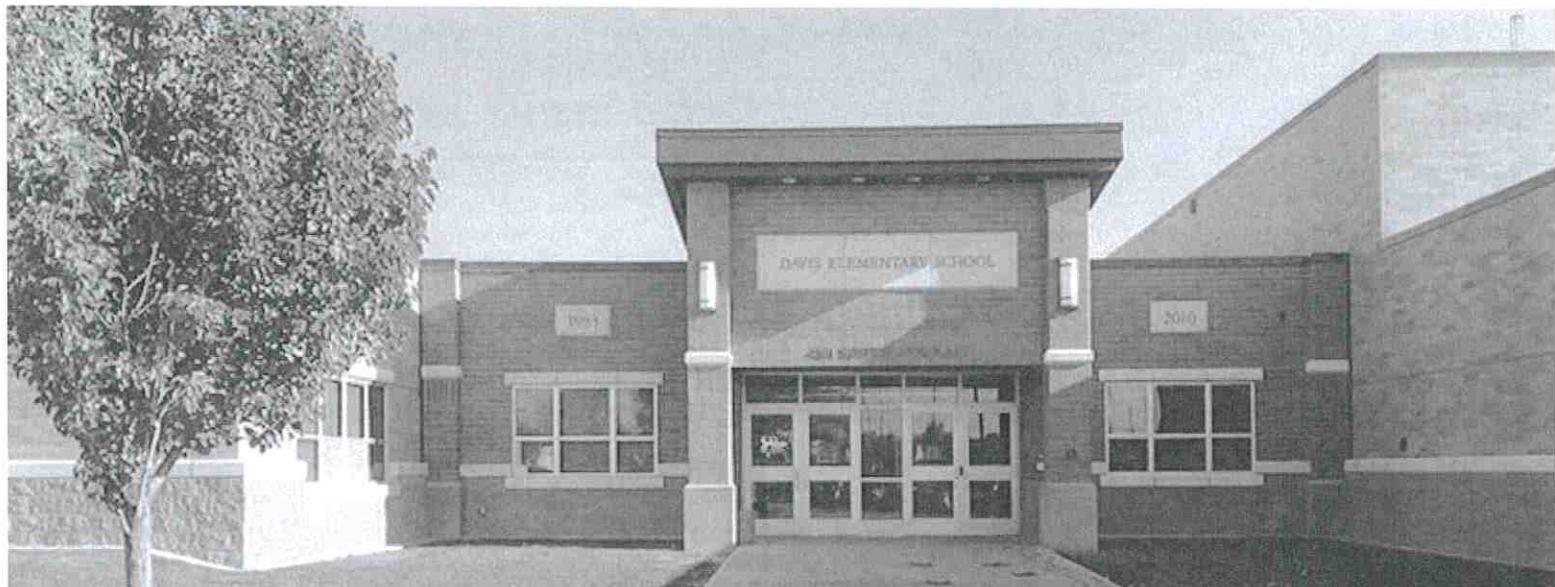
**Hardware with 5-year Software License**

**Approximate Annual Cost per 482 Students: \$ 39.59**

**Annual Software License Savings: \$ 7,392.96**

	5-Year
Basic Camera License	15,074.64
Multi-Sensor Camera License	3,771.46
Environmental Sensor License	8,375.76
Door License	11,167.68
Guest License	8,003.05
Alarm License	5,240.10
Alarm Console License	697.98
Wireless Alarm License	697.98
<b>Subtotal</b>	<b>53,028.65</b>

	Price	Quantity	Extended Price
<b>Indoor Dome Camera</b> Model: CD42 256GB, 30-Day Max.	697.98	19	13,261.62
<b>Outdoor Dome Camera</b> Model: CD42-E 256GB, 30-Day Max.	837.72	5	4,188.60
<b>Outdoor Multi-Sensor Camera</b> Model: CH52-E 4x5MP, Zoom Lens, 1TB, 30-Day Max.	2,514.55	2	5,029.10
<b>Door Controller</b> Model: AC62-16	3,702.30	1	3,702.30
<b>Multi-Format Card Reader</b> Model: AD31	243.84	16	3,901.44
<b>Environmental Sensor</b> Model: SV23	697.98	12	8,375.76
<b>Outdoor Camera Bracket</b> Model: Generic	109.76	5	548.80
<b>Wireless Hub</b> Model: BH61, North America	697.98	1	697.98
<b>Wireless Panic Button</b> Model: BR33	193.03	2	278.08
<b>Alarm Console</b> Model: BP51	697.98	1	697.98
<b>Misc. Hardware</b> Power Supplies, Batteries, Conduit, Wire, etc.	1,707.32	1	1,707.32
<b>Subtotal</b>			<b>42,388.98</b>

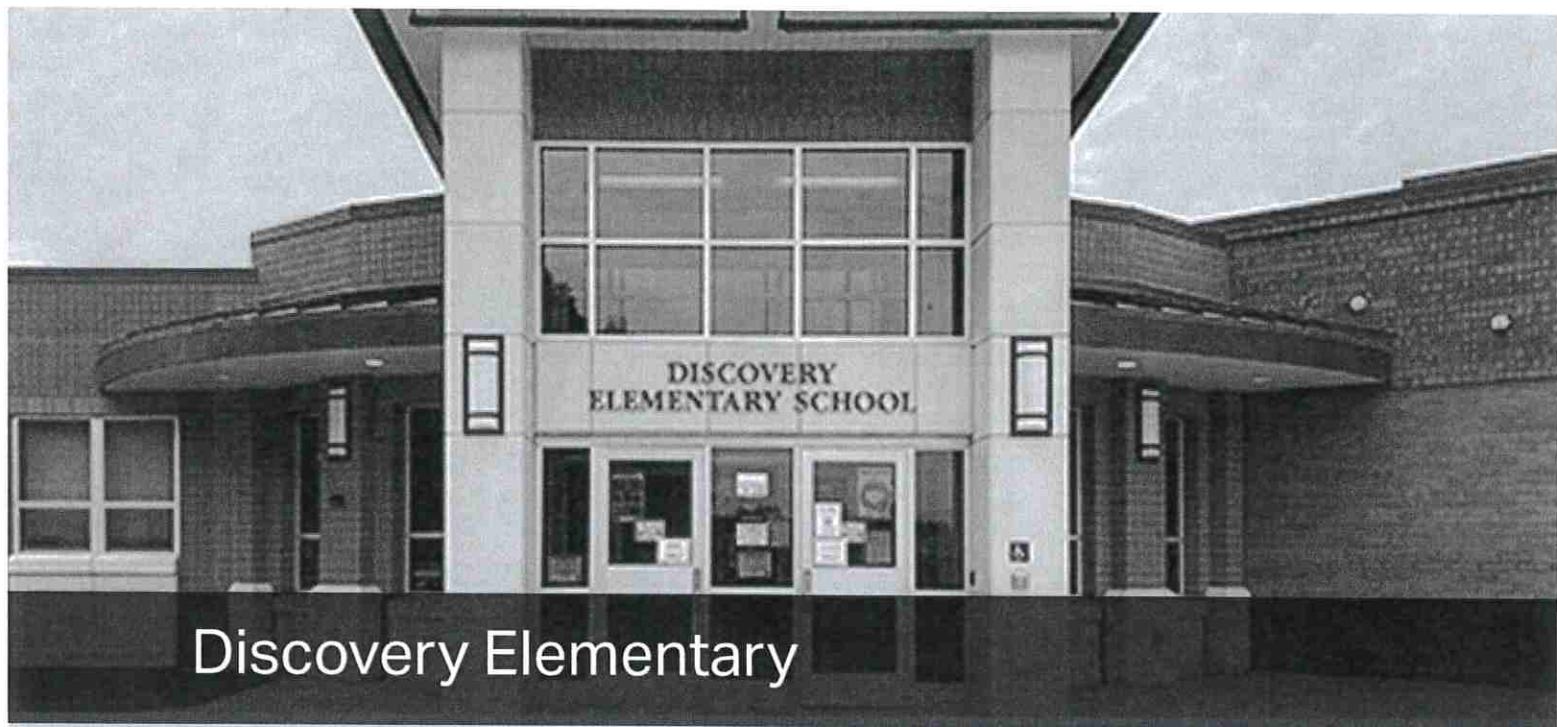


## Davis Elementary

**\$ 102,480.43      Hardware with 5-year Software License**  
**Approximate Annual Cost per 377 Students: \$ 54.37**  
**Annual Software License Savings: \$ 7,437.85**

	5-Year
Basic Camera License	16,330.86
Multi-Sensor Camera License	7,542.92
Environmental Sensor License	5,583.84
Door License	10,469.70
Guest License	8,003.05
Alarm License	5,240.10
Alarm Console License	697.98
Wireless Alarm License	697.98
<b>Subtotal</b>	<b>54,566.43</b>

	Price	Quantity	Extended Price
<b>Indoor Dome Camera</b> Model: CD42 256GB, 30-Day Max.	697.98	16	11,167.68
<b>Outdoor Dome Camera</b> Model: CD42-E 256GB, 30-Day Max.	837.72	9	7,539.48
<b>Outdoor Multi-Sensor Camera</b> Model: CH52-E 4x5MP, Zoom Lens, 1TB, 30-Day Max.	2,514.55	4	10,058.20
<b>Fisheye Camera</b> Model: CF81-E 12MP, Fixed Lens, 512GB, 30-Day Max.	1,396.66	1	1,396.66
<b>Door Controller</b> Model: AC62-16	3,702.30	1	3,702.30
<b>Multi-Format Card Reader</b> Model: AD3115	243.84	15	3,657.60
<b>Environmental Sensor</b> Model: SV23	697.98	8	5,583.84
<b>Outdoor Camera Bracket</b> Model: Generic	109.76	13	1,426.88
<b>Wireless Hub</b> Model: BH61, North America	697.98	1	697.98
<b>Wireless Panic Button</b> Model: BR33	139.04	2	278.08
<b>Alarm Console</b> Model: BP51	697.98	1	697.98
<b>Misc. Hardware</b> Power Supplies, Batteries, Conduit, Wire, etc.	1,707.32	1	1,707.32
<b>Subtotal</b>			<b>47,914.00</b>



## Discovery Elementary

**\$79,907.10**

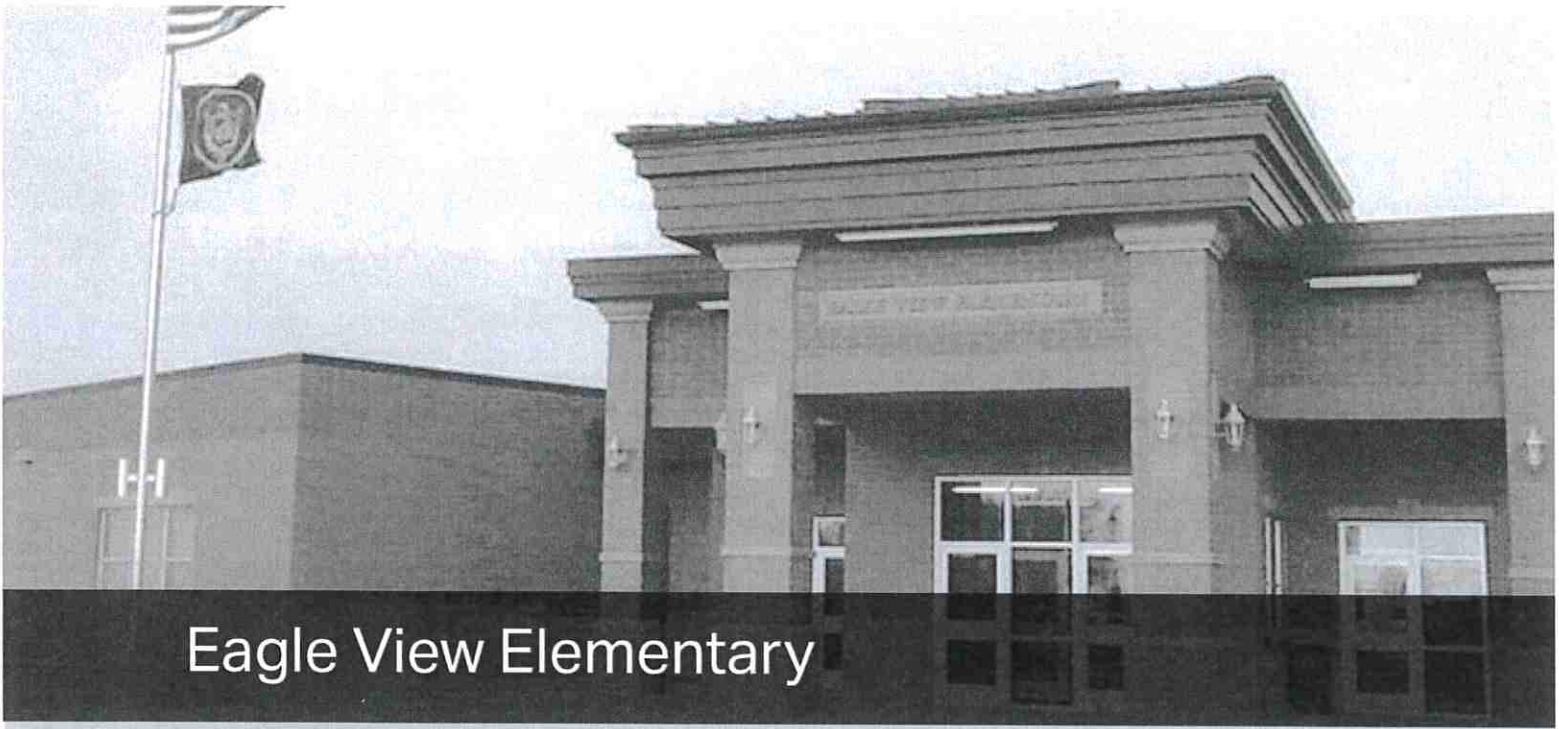
**Hardware with 5-year Software License**

**Approximate Annual Cost per 625 Students: \$ 25.57**

**Annual Software License Savings: \$ 6,015.71**

	5-Year
Basic Camera License	10,677.87
Multi-Sensor Camera License	7,542.92
Environmental Sensor License	4,187.88
Door License	6,281.82
Guest License	8,003.05
Alarm License	5,240.10
Alarm Console License	697.98
Wireless Alarm License	697.98
<b>Subtotal</b>	<b>43,329.60</b>

	Price	Quantity	Extended Price
<b>Indoor Dome Camera</b> Model: CD42 256GB, 30-Day Max.	697.98	14	9,771.72
<b>Outdoor Dome Camera</b> Model: CD42-E 256GB, 30-Day Max.	837.72	3	2,513.16
<b>Outdoor Multi-Sensor Camera</b> Model: CH52-E 4x5MP, Zoom Lens, 1TB, 30-Day Max.	2,514.55	4	10,058.20
<b>Door Controller</b> Model: AC62-16	3,702.30	1	3,702.30
<b>Multi-Format Card Reader</b> Model: AD31	243.84	9	2,194.56
<b>Environmental Sensor</b> Model: SV23	697.98	6	4,187.88
<b>Outdoor Camera Bracket</b> Model: Generic	109.76	7	768.32
<b>Wireless Hub</b> Model: BH61, North America	697.98	1	697.98
<b>Wireless Panic Button</b> Model: BR33	139.04	2	278.08
<b>Alarm Console</b> Model: BP51	697.98	1	697.98
<b>Misc. Hardware</b> Power Supplies, Batteries, Conduit, Wire, etc.	1,707.32	1	1,707.32
<b>Subtotal</b>			<b>36,577.50</b>

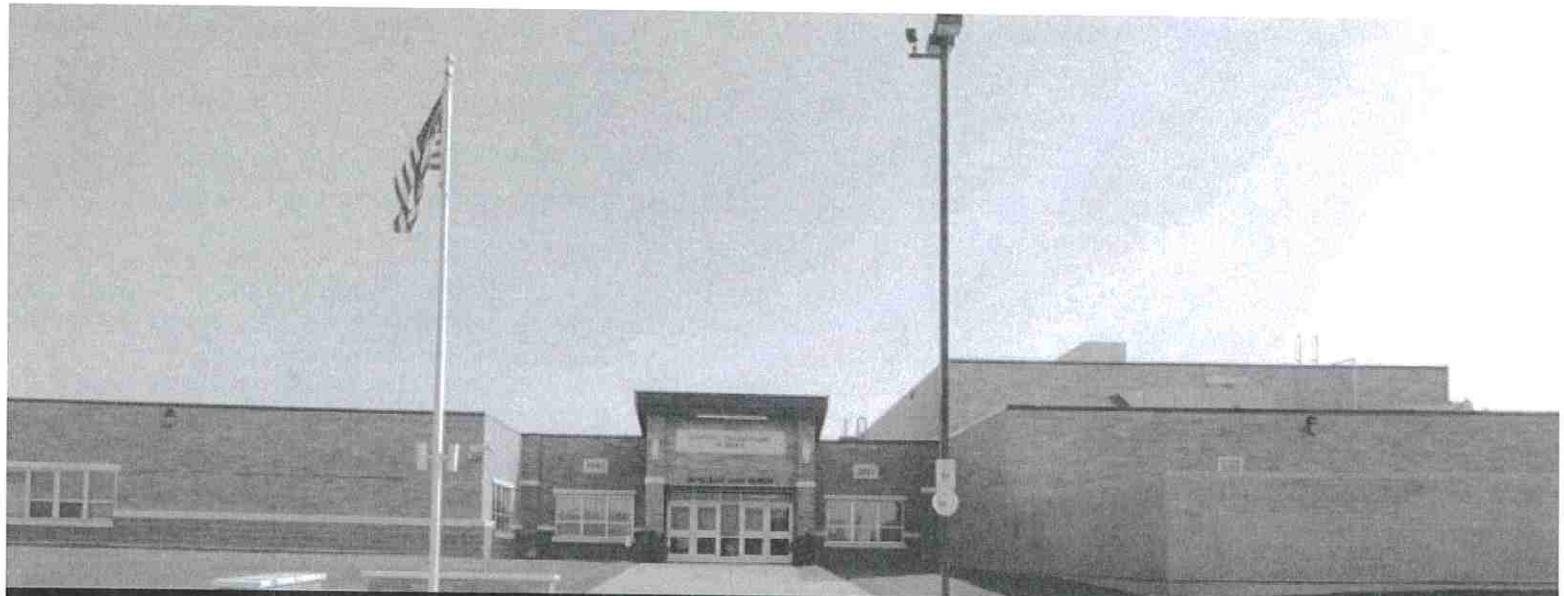


## Eagle View Elementary

**\$78,242.56      Hardware with 5-year Software License**  
**Approximate Annual Cost per 225 Students: \$ 69.55**  
**Annual Software License Savings: \$ 6,042.59**

	5-Year
Basic Camera License	11,934.09
Multi-Sensor Camera License	5,657.19
Environmental Sensor License	4,187.88
Door License	6,979.80
Guest License	8,003.05
Alarm License	5,240.10
Alarm Console License	697.98
Wireless Alarm License	697.98
<b>Subtotal</b>	<b>43,398.07</b>

	Price	Quantity	Extended Price
<b>Indoor Dome Camera</b> Model: CD42 256GB, 30-Day Max.	697.98	19	13,261.62
<b>Outdoor Multi-Sensor Camera</b> Model: CH52-E 4x5MP, Zoom Lens, 1TB, 30-Day Max.	2,514.55	3	7,543.65
<b>Door Controller</b> Model: AC62-16	3,702.30	1	3,702.30
<b>Multi-Format Card Reader</b> Model: AD31	243.84	10	2,438.40
<b>Environmental Sensor</b> Model: SV23	697.98	6	4,187.88
<b>Outdoor Camera Bracket</b> Model: Generic	109.76	3	329.28
<b>Wireless Hub</b> Model: BH61, North America	697.98	1	697.98
<b>Wireless Panic Button</b> Model: BR33	139.04	2	278.08
<b>Alarm Console</b> Model: BP51	697.98	1	697.98
<b>Misc. Hardware</b> Power Supplies, Batteries, Conduit, Wire, etc.	1,707.32	1	1,707.32
<b>Subtotal</b>			<b>34,844.49</b>



## Lapoint Elementary

**\$ 74,936.35**

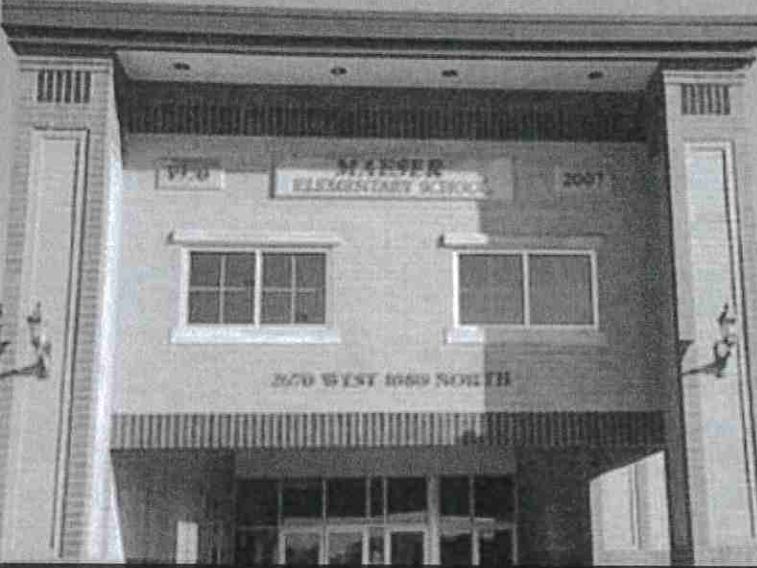
**Hardware with 5-year Software License**

**Approximate Annual Cost per 112 Students: \$ 133.81**

**Annual Software License Savings: \$ 6,080.40**

	<b>5-Year</b>
Basic Camera License	7,537.32
Multi-Sensor Camera License	5,657.19
Environmental Sensor License	4,187.88
Door License	10,469.70
Guest License	8,003.05
Alarm License	5,240.10
Alarm Console License	697.98
Wireless Alarm License	697.98
<b>Subtotal</b>	<b>42,491.20</b>

	Price	Quantity	Extended Price
<b>Indoor Dome Camera</b> Model: CD42 256GB, 30-Day Max.	697.98	10	6,979.80
<b>Outdoor Dome Camera</b> Model: CD42-E 256GB, 30-Day Max.	837.72	2	1,675.44
<b>Outdoor Multi-Sensor Camera</b> Model: CH52-E 4x5MP, Zoom Lens, 1TB, 30-Day Max.	2,514.55	3	7,543.65
<b>Door Controller</b> Model: AC62-16	3,702.30	1	3,702.30
<b>Multi-Format Card Reader</b> Model: AD31	243.84	15	3,657.60
<b>Environmental Sensor</b> Model: SV23	697.98	6	4,187.88
<b>Outdoor Camera Bracket</b> Model: Generic	109.76	12	1,317.12
<b>Wireless Hub</b> Model: BH61, North America	697.98	1	697.98
<b>Wireless Panic Button</b> Model: BR33	139.04	2	278.08
<b>Alarm Console</b> Model: BP51	697.98	1	697.98
<b>Misc. Hardware</b> Power Supplies, Batteries, Conduit, Wire, etc.	1,707.32	1	1,707.32
<b>Subtotal</b>			<b>32,445.15</b>



## Maeser Elementary

**\$ 81,779.97**

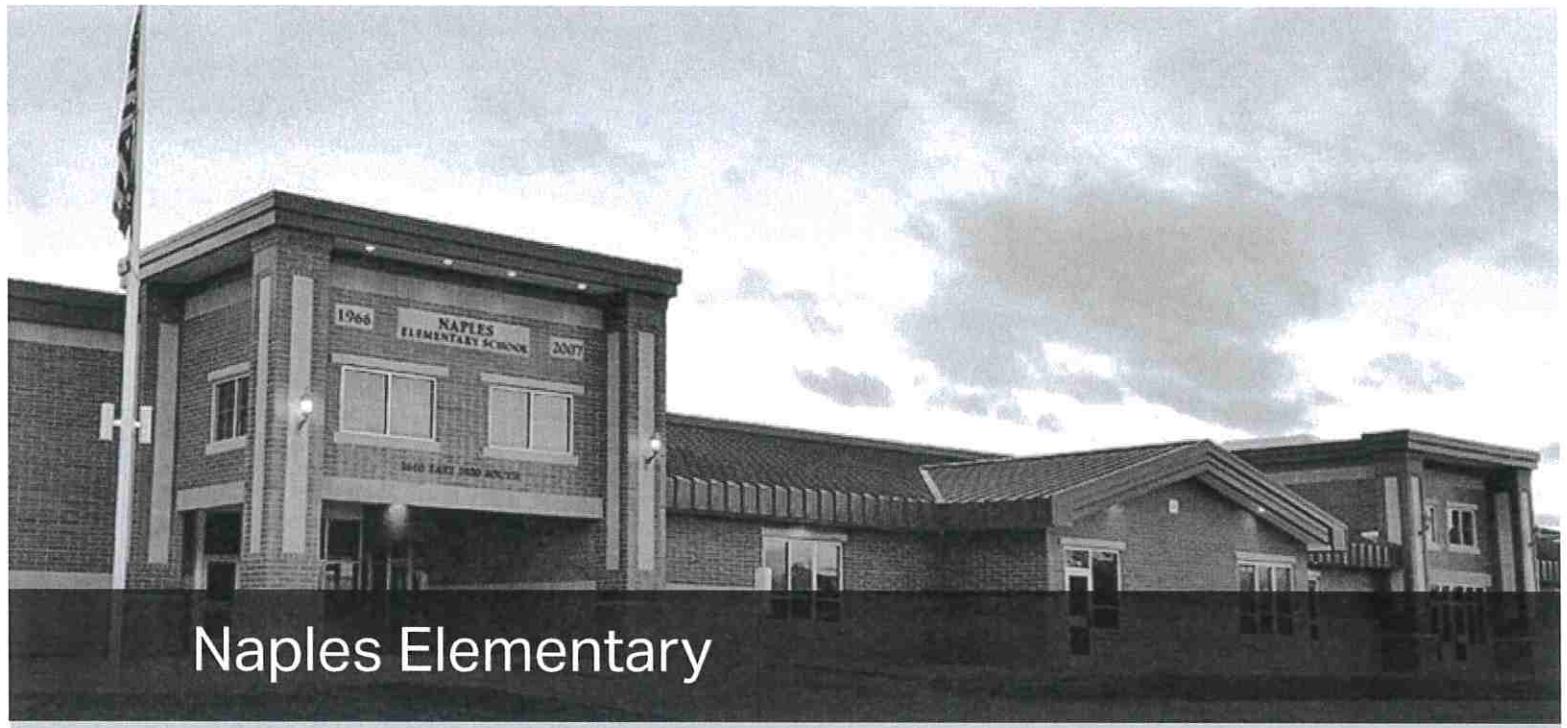
**Hardware with 5-year Software License**

**Approximate Annual Cost per 477 Students: \$ 34.29**

**Annual Software License Savings: \$ 6,376.91**

	<b>5-Year</b>
Basic Camera License	11,305.98
Multi-Sensor Camera License	3,771.46
Environmental Sensor License	6,979.80
Door License	8,375.76
Guest License	8,003.05
Alarm License	5,240.10
Alarm Console License	697.98
Wireless Alarm License	697.98
<b>Subtotal</b>	<b>45,072.11</b>

	Price	Quantity	Extended Price
<b>Indoor Dome Camera</b> Model: CD42 256GB, 30-Day Max.	697.98	13	9,073.74
<b>Outdoor Dome Camera</b> Model: CD42-E 256GB, 30-Day Max.	837.72	5	4,188.60
<b>Outdoor Multi-Sensor Camera</b> Model: CH52-E 4x5MP, Zoom Lens, 1TB, 30-Day Max.	2,514.55	2	5,029.10
<b>Door Controller</b> Model: AC62-16	3,702.30	1	3,702.30
<b>Multi-Format Card Reader</b> Model: AD31	243.84	12	2,926.08
<b>Environmental Sensor</b> Model: SV23	697.98	10	6,979.80
<b>Outdoor Camera Bracket</b> Model: Generic	109.76	13	1,426.88
<b>Wireless Hub</b> Model: BH61, North America	697.98	1	697.98
<b>Wireless Panic Button</b> Model: BR33	139.04	2	278.08
<b>Alarm Console</b> Model: BP51	697.98	1	697.98
<b>Misc. Hardware</b> Power Supplies, Batteries, Conduit, Wire, etc.	1,707.32	1	1,707.32
<b>Subtotal</b>			<b>36,707.86</b>



## Naples Elementary

**\$ 101,927.07**

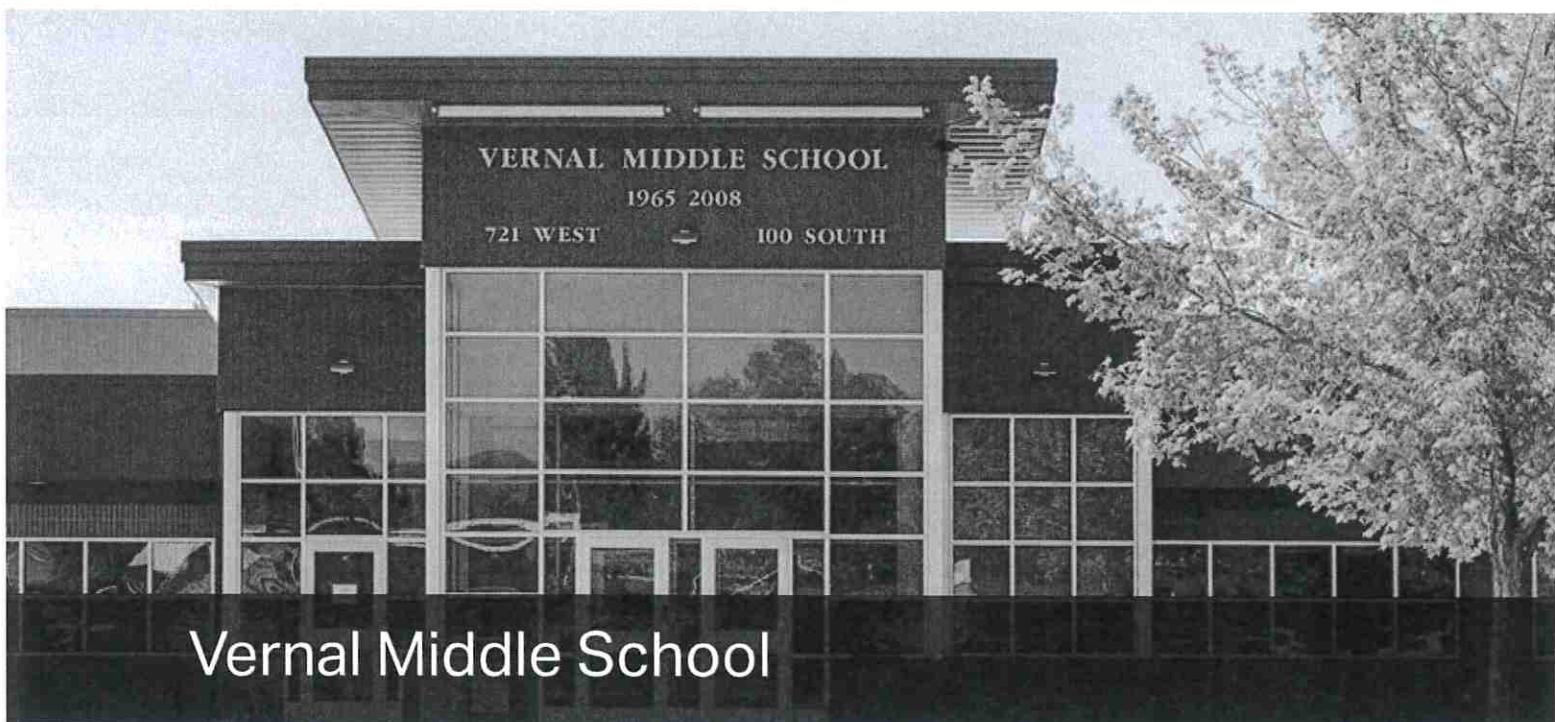
**Hardware with 5-year Software License**

**Approximate Annual Cost per 401 Students: \$ 50.84**

**Annual Software License Savings: \$ 7,207.11**

	5-Year
Basic Camera License	15,074.64
Multi-Sensor Camera License	9,428.65
Environmental Sensor License	7,677.78
Door License	6,281.82
Guest License	8,003.05
Alarm License	5,240.10
Alarm Console License	697.98
Wireless Alarm License	697.98
<b>Subtotal</b>	<b>53,102.00</b>

	Price	Quantity	Extended Price
<b>Indoor Dome Camera</b> Model: CD42 256GB, 30-Day Max.	697.98	16	11,167.68
<b>Outdoor Dome Camera</b> Model: CD42-E 256GB, 30-Day Max.	837.72	8	6,701.76
<b>Outdoor Multi-Sensor Camera</b> Model: CH52-E 4x5MP, Zoom Lens, 1TB, 30-Day Max.	2,514.55	5	12,572.75
<b>Door Controller</b> Model: AC62-16	3,702.30	1	3,702.30
<b>Multi-Format Card Reader</b> Model: AD31	243.84	9	2,194.56
<b>Environmental Sensor</b> Model: SV23	697.98	11	7,677.78
<b>Outdoor Camera Bracket</b> Model: Generic	109.76	13	1,426.88
<b>Wireless Hub</b> Model: BH61, North America	697.98	1	697.98
<b>Wireless Panic Button</b> Model: BR33	139.04	2	278.08
<b>Alarm Console</b> Model: BP51	697.98	1	697.98
<b>Misc. Hardware</b> Power Supplies, Batteries, Conduit, Wire, etc.	1,707.32	1	1,707.32
<b>Subtotal</b>			<b>48,825.07</b>



## Vernal Middle School

**\$ 101,927.07**

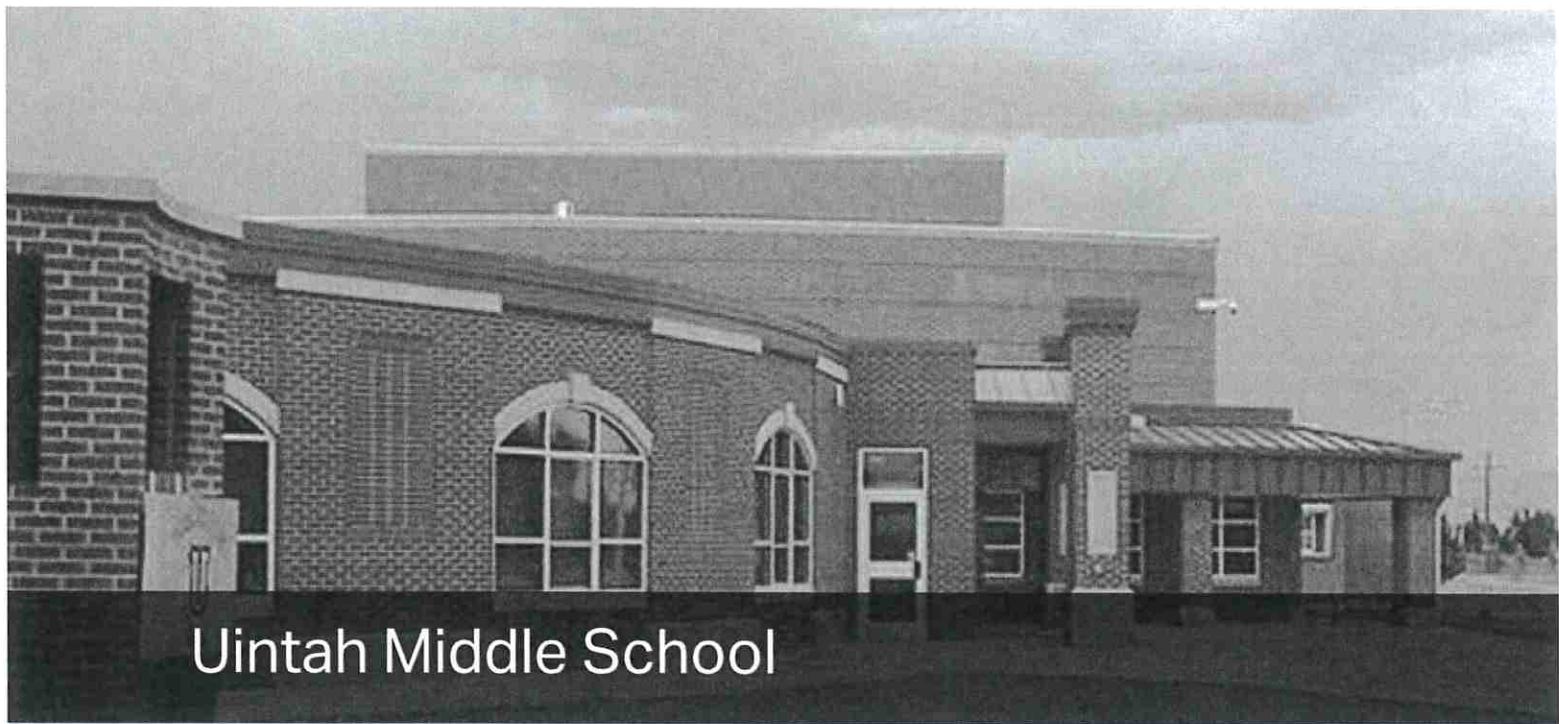
**Hardware with 5-year Software License**

**Approximate Annual Cost per 719 Students: \$ 33.00**

**Annual Software License Savings: \$ 8,264.33**

	<b>5-Year</b>
Basic Camera License	28,893.06
Multi-Sensor Camera License	3,771.46
Environmental Sensor License	5,583.84
Door License	9,771.72
Guest License	8,003.05
Alarm License	5,240.10
Alarm Console License	697.98
Wireless Alarm License	697.98
<b>Subtotal</b>	<b>62,659.19</b>

	Price	Quantity	Extended Price
<b>Indoor Dome Camera</b> Model: CD42 256GB, 30-Day Max.	697.98	35	24,429.30
<b>Outdoor Dome Camera</b> Model: CD42-E 256GB, 30-Day Max.	837.72	11	9,214.92
<b>Outdoor Multi-Sensor Camera</b> Model: CH52-E 4x5MP, Zoom Lens, 1TB, 30-Day Max.	2,514.55	2	5,029.10
<b>Door Controller</b> Model: AC62-16	3,702.30	1	3,702.30
<b>Multi-Format Card Reader</b> Model: AD31	243.84	14	3,413.76
<b>Environmental Sensor</b> Model: SV23	697.98	8	5,583.84
<b>Outdoor Camera Bracket</b> Model: Generic	109.76	11	1,207.36
<b>Wireless Hub</b> Model: BH61, North America	697.98	1	697.98
<b>Wireless Panic Button</b> Model: BR33	139.04	2	278.08
<b>Alarm Console</b> Model: BP51	697.98	1	697.98
<b>Misc. Hardware</b> Power Supplies, Batteries, Conduit, Wire, etc.	1,707.32	1	1,707.32
<b>Subtotal</b>			<b>55,961.94</b>

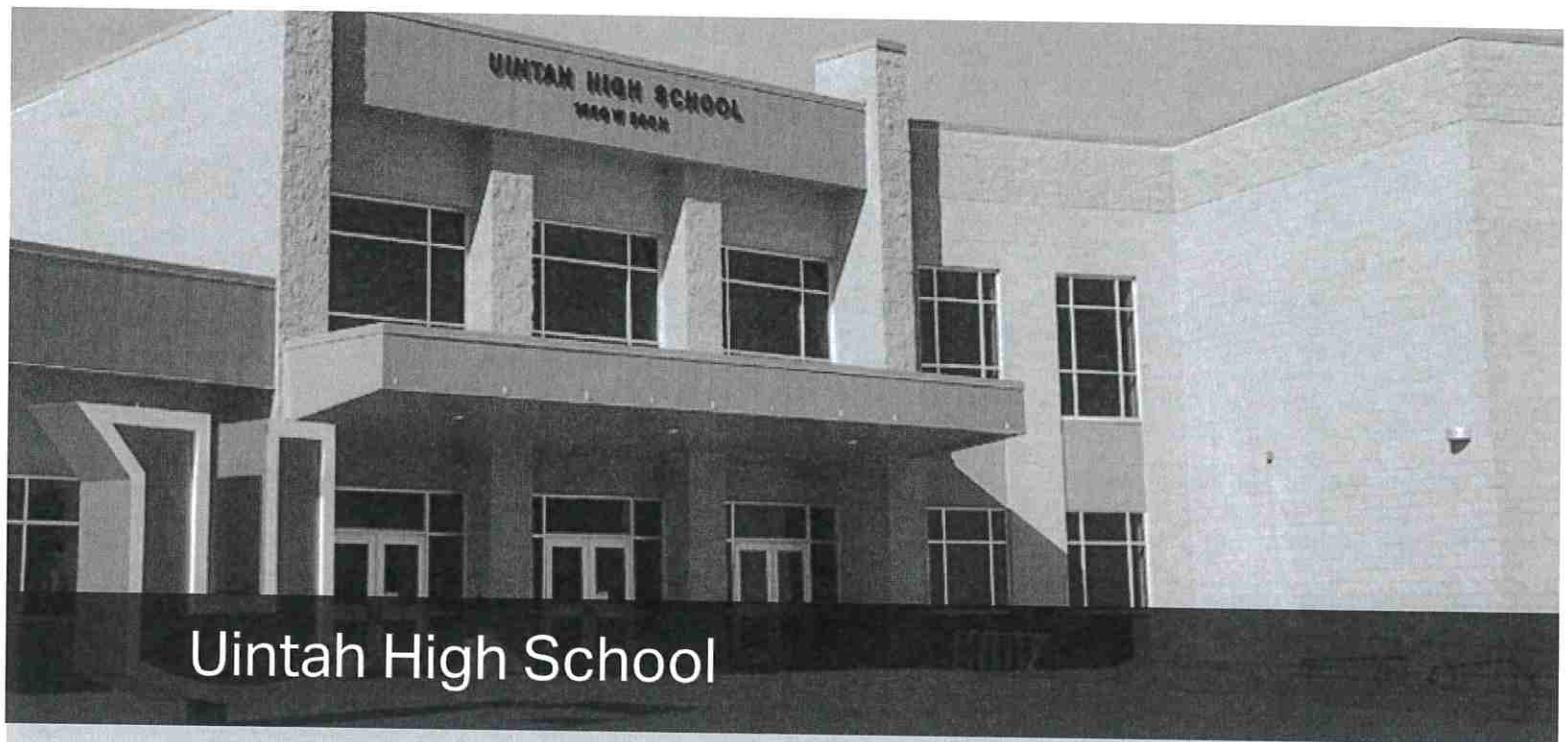


## Uintah Middle School

**\$ 117,573.82      Hardware with 5-year Software License**  
**Approximate Annual Cost per 623 Students: \$ 37.74**  
**Annual Software License Savings: \$ 8,162.40**

	5-Year
Basic Camera License	28,893.06
Multi-Sensor Camera License	3,771.46
Environmental Sensor License	3,489.90
Door License	11,167.68
Guest License	8,003.05
Alarm License	5,240.10
Alarm Console License	697.98
Wireless Alarm License	697.98
<b>Subtotal</b>	<b>61,961.21</b>

	Price	Quantity	Extended Price
<b>Indoor Dome Camera</b> Model: CD42 256GB, 30-Day Max.	697.98	35	24,429.30
<b>Outdoor Dome Camera</b> Model: CD42-E 256GB, 30-Day Max.	837.72	11	9,214.92
<b>Outdoor Multi-Sensor Camera</b> Model: CH52-E 4x5MP, Zoom Lens, 1TB, 30-Day Max.	2,514.55	2	5,029.10
<b>Door Controller</b> Model: AC62-16	3,702.30	1	3,702.30
<b>Door Controller</b> Model: AC41	1,256.93	1	1,256.93
<b>Multi-Format Card Reader</b> Model: AD31	243.84	16	3,901.44
<b>Environmental Sensor</b> Model: SV23	697.98	5	3,489.90
<b>Outdoor Camera Bracket</b> Model: Generic	109.76	11	1,207.36
<b>Wireless Hub</b> Model: BH61, North America	697.98	1	697.98
<b>Wireless Panic Button</b> Model: BR33	139.04	2	278.08
<b>Alarm Console</b> Model: BP51	697.98	1	697.98
<b>Misc. Hardware</b> Power Supplies, Batteries, Conduit, Wire, etc.	1,707.32	1	1,707.32
<b>Subtotal</b>			<b>55,612.61</b>



## Uintah High School

**\$ 208,438.34**

**Hardware with 5-year Software License**

**Approximate Annual Cost per 1,647 Students: \$ 25.31**

**Annual Software License Savings: \$ 13,220.14**

	5-Year
Basic Camera License	48,364.47
Multi-Sensor Camera License	7,542.92
Environmental Sensor License	5,583.84
Door License	26,523.24
Guest License	8,003.05
Alarm License	5,240.10
Alarm Console License	697.98
Wireless Alarm License	697.98
<b>Subtotal</b>	<b>102,653.58</b>

	Price	Quantity	Extended Price
<b>Indoor Dome Camera</b> Model: CD42 256GB, 30-Day Max.	697.98	56	39,086.88
<b>Outdoor Dome Camera</b> Model: CD42-E 256GB, 30-Day Max.	837.72	16	13,403.52
<b>Outdoor Bullet Camera</b> Model: CB61-TE 4K, Telephoto Zoom Lens, 384GB, 30-Day Max.	1,326.79	5	6,633.95
<b>Outdoor Multi-Sensor Camera</b> Model: CH52-E 4x5MP, Zoom Lens, 1TB, 30-Day Max.	2,514.55	4	10,058.20
<b>Door Controller</b> Model: AC62-16	3,702.30	4	14,809.20
<b>Door Controller</b> Model: AC41	1,256.93	1	1,256.93
<b>Multi-Format Card Reader</b> Model: AD31	243.84	38	9,265.92
<b>Environmental Sensor</b> Model: SV23	697.98	8	5,583.84
<b>Outdoor Camera Bracket</b> Model: Generic	109.76	21	2,304.96
<b>Wireless Hub</b> Model: BH61, North America	697.98	1	697.98
<b>Wireless Panic Button</b> Model: BR33	139.04	2	278.08
<b>Alarm Console</b> Model: BP51	697.98	1	697.98
<b>Misc. Hardware</b> Power Supplies, Batteries, Conduit, Wire, etc.	1,707.32	1	1,707.32
<b>Subtotal</b>			<b>105,784.76</b>



## Ashley Valley Education Center

**\$ 57,448.89**

**Hardware with 5-year Software License**

**Approximate Annual Cost per 342 Students: \$ 33.60**

**Annual Software License Savings: \$ 4,766.83**

	5-Year
Basic Camera License	12,562.20
Environmental Sensor License	1,395.96
Door License	4,885.86
Guest License	8,003.05
Alarm License	5,240.10
Alarm Console License	697.98
Wireless Alarm License	697.98
<b>Subtotal</b>	<b>33,483.13</b>

	Price	Quantity	Extended Price
<b>Indoor Dome Camera</b> Model: CD42 256GB, 30-Day Max.	697.98	13	9,073.74
<b>Outdoor Dome Camera</b> Model: CD42-E 256GB, 30-Day Max.	837.72	7	5,864.04
<b>Door Controller</b> Model: AC62-16	3,702.30	1	3,702.30
<b>Multi-Format Card Reader</b> Model: AD31	243.84	7	1,706.88
<b>Environmental Sensor</b> Model: SV23	697.98	2	1,395.96
<b>Outdoor Camera Bracket</b> Model: Generic	109.76	5	548.80
<b>Wireless Hub</b> Model: BH61, North America	697.98	1	697.98
<b>Wireless Panic Button</b> Model: BR33	139.04	2	278.08
<b>Alarm Console</b> Model: BP51	697.98	1	697.98
<b>Subtotal</b>			<b>23,965.76</b>



## District Office

**\$65,999.83**

**Hardware with 5-year Software License**

**Annual Software License Savings: \$ 4,728.38**

	5-Year
Basic Camera License	6,281.10
Multi-Sensor Camera License	7,542.92
Door License	4,885.86
Guest License	8,003.05
Alarm License	5,240.10
Alarm Console License	697.98
Wireless Alarm License	697.98
<b>Subtotal</b>	<b>33,348.99</b>

	Price	Quantity	Extended Price
<b>Indoor Dome Camera</b> Model: CD42 256GB, 30-Day Max.	697.98	1	697.98
<b>Outdoor Dome Camera</b> Model: CD42-E 256GB, 30-Day Max.	837.72	9	7,539.48
<b>Outdoor Multi-Sensor Camera</b> Model: CH52-E 4x5MP, Zoom Lens, 1TB, 30-Day Max.	2,514.55	4	10,058.20
<b>Door Controller</b> Model: AC62-16	3,702.30	1	3,702.30
<b>Multi-Format Card Reader</b> Model: AD31	243.84	7	1,706.88
<b>Outdoor Camera Bracket</b> Model: Generic	109.76	13	1,426.88
<b>Wireless Hub</b> Model: BH61, North America	697.98	1	697.98
<b>Wireless Panic Button</b> Model: BR33	139.04	2	278.08
<b>Alarm Console</b> Model: BP51	697.98	1	697.98
Verkada Proximity Access Control Cards 100 Pack	438.29	10	4,382.90
Magicard Pronto 100 ID Card Printer and Supplies	1,462.18	1	1,462.18
<b>Subtotal</b>			<b>32,650.84</b>



**Verkada**



## One Platform to Simplify School Security

Today, many schools are investing in modern security technology to create safer learning environments. Verkada is a fully integrated hardware and software solution that combines intelligent devices with an easy-to-use platform, making it simple to protect staff and students at scale.



Protect your campus perimeter



Speed up response



Improve reliability and minimize costs

### Key benefits

#### Monitor from off-campus

Find, save and share footage on-the-go. Plus, share live camera feeds with local authorities in seconds.

#### Prevent unauthorized visitors

Conduct security screens with cloud-based visitor management that integrates with cameras and access control.

#### Detect vaping and bullying

Leverage sensor technology to detect smoking, vaping and elevated noise levels in bathrooms and locker rooms.

#### Deter threats in real-time

Set proactive alerts for motion, vehicles or people of interest to be notified of intruders or suspicious after-hours activity.

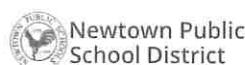
#### Lockdown doors in seconds

Lockdown doors from a panic button, web browser or mobile app while still allowing first responders access.

#### Secure facilities with ease

Set door schedules around school hours and provision staff with role-based access to privileged areas.

### Customer stories



#### Newtown Public School District

“It’s incredible that our team now has this powerful resource to see, share and respond to events in real-time.”

**Mark Pompano,**  
Director of Security



#### Chartwell School

“The sensors were up for three days before I received my first text alert. When vape smoke is detected we have immediate video context into the situation.”

**John Langrill,**  
Director of Information Technology  
and Campus Management



#### Andrews Independent School District

“In an emergency scenario, we can lockdown the campus directly from the mobile app to secure the entire campus in seconds.”

**Dennis Haynie,**  
Executive Director  
of Technology



## Why Verkada?



**No NVRs or DVRs**  
- up to 365 days of onboard storage



**Unlimited user seats**  
and cloud archiving



**10-year product warranty**  
and predictable renewal costs



**24/7 technical support**  
via email, phone or live chat



**Easy multi-site management**  
with cloud-based software



**Automatic updates**  
to unlock features and maintain security

## Command Platform

Manage products, users and sites from a single pane of glass — accessible from a simple web browser or mobile app.

### Video Security

Hybrid cloud cameras offer onboard storage and edge-based processing to deliver actionable insights in real-time.

### Air Quality Sensors

Monitor environments for air quality, temperature, humidity, motion, noise, smoke and vape emissions.

### Access Control

Easily manage doors, credentials and users across districts with Global Access and Active Directory integrations.

### Alarms

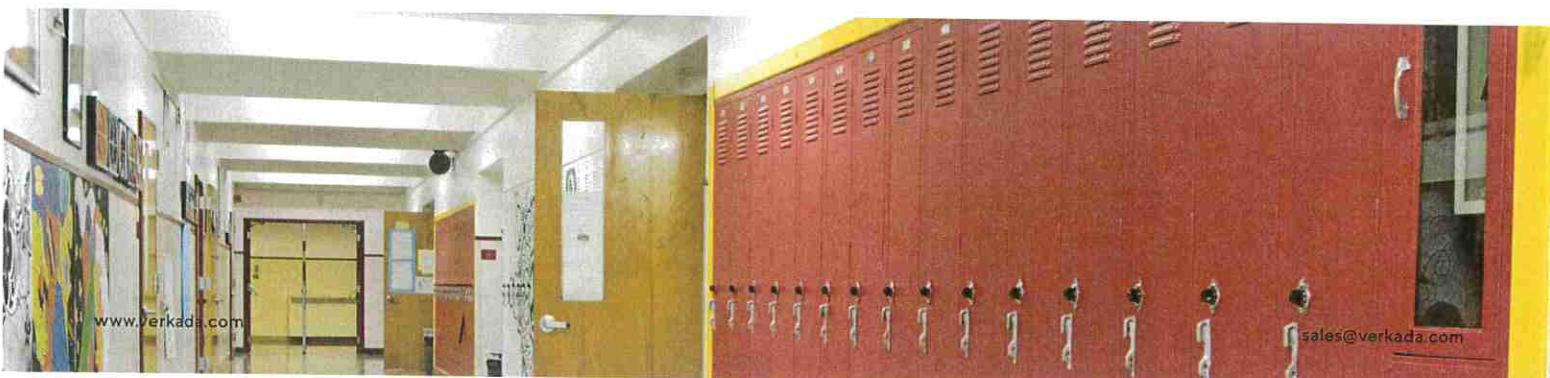
Catch and respond to break-ins with cloud-managed intrusion detection and 24/7 professional monitoring.

### Guest

Personalize the check-in experience with custom sign-in flows, complete with security and health screens.

### Mailroom

Streamline mailroom management and safeguard assets with native camera integration.





## Strengthen and simplify security at scale

### Overview

Verkada's line of hybrid cloud security cameras combines powerful edge-based processing with the limitless capabilities of cloud computing. With Verkada's hybrid cloud architecture, cameras analyze events in real-time, while simultaneously leveraging Verkada's industry-leading computer vision technology for instantaneous insights that bring speed and efficiency to incident investigations.

Verkada's centralized web-based platform, Command, allows users to find the footage they need in seconds. With features like Motion Detection, People Analytics and Vehicle Analytics, teams can quickly search across their organization to find relevant footage, eliminating the need to scrub through incidents manually.

All cameras have built-in onboard storage, including extended storage options with up to 365 days of continuous recording in standard quality. With Verkada, organizations no longer need to worry about managing and maintaining devices like NVRs. Verkada cameras can self-manage, process and safely store footage locally on each device, while cloud-based archiving allows organizations to save and share as much footage as needed.

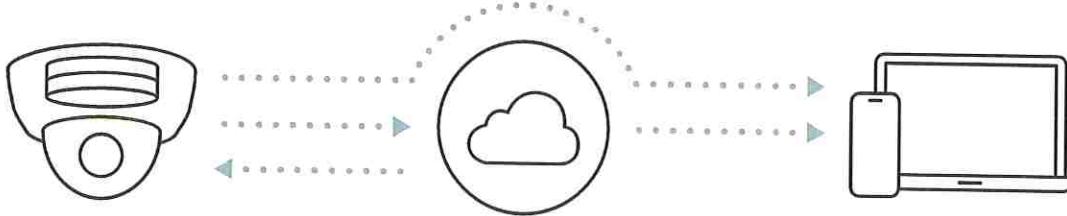
Available in a wide range of form factors, including indoor and outdoor models, Verkada security cameras work out-of-the-box without any additional downloads or configurations. Users can access events and associated footage from virtually anywhere from any device. Most importantly, without needing to open port forwards or setup VPNs, all Verkada traffic is automatically protected with data encrypted in-transit (AES-128) and at-rest (AES-256).

### Industry-Leading 10-Year Product Warranty

All Verkada hardware purchases are backed by our 10-year limited warranty. For more information, visit [verkada.com/support/end-user-agreement](http://verkada.com/support/end-user-agreement).



## Verkada's Hybrid Cloud Architecture



### No NVR or DVRs

Industrial-grade solid state storage saves up to 365 days of continuous video\*

### Easy to Scale

Bandwidth friendly and supports thousands of cameras across unlimited locations

### Centralized Management

Modern platform enables secure access on any device from anywhere in the world

The reliability of on-camera solid-state storage, with the accessibility of the cloud

#### Simple to Install

- No NVRs, DVRs, or servers—just a PoE connection
- Cameras come online and configure in minutes
- No added software or complexities like port forwarding

#### Easy to Use

- Centralized management for secure remote access on any device nearly anywhere
- No training required to access footage and features
- Find, download and share footage from any device

#### Advantages of Cloud-Managed Solution

- Real-time alerts if cameras fall offline
- SAML-based integration with single-sign on (SSO) solutions
- Continuous updates with new AI features
- Instantly share live footage via SMS and email
- Live, proactive alerting based on unusual activity

#### Ready For Scale

- Bandwidth-friendly, operating at just 20–50 kbps per sensor
- Scale to thousands of cameras per location
- No added equipment needed to support additional cameras

#### No Hidden Costs

- Hardware includes an industry-leading 10-year warranty
- Automatic firmware updates keep systems secure
- New features and enhancements are added at no additional costs



\*All our cameras record in "adaptive quality," capturing both standard and high quality streams. Standard quality (SQ) video is stored up to the amount of retention specified by the customer. The amount of high quality video stored on the camera will depend on the amount of motion detected by the camera over time. To learn more, visit our website: <https://www.verkada.com/blog/recording-in-adaptive-quality/>



## Video Security Hardware

Wide range of form factors  
built for any need



### Dome Series

- Wide range of models for indoor and outdoor deployments
- Vandal-resistant form factors, including ratings of IK08 (indoor) and IK10/IP67 (outdoor)
- Image resolutions ranging from 5MP-4K
- Up to 365 days of retention in standard quality
- 128GB – 2TB of onboard storage



### Bullet Series

- Available in wide and telephoto lens options
- Waterproof IP67-rated hermetically sealed lens assembly, IK10-rated CNC aluminum housing for unmatched durability
- Available in 5MP and 4K image resolutions
- Up to 365 days of retention in standard quality
- 128GB – 2TB of onboard storage
- License Plate Recognition available for CB51-TE and CB61-TE cameras



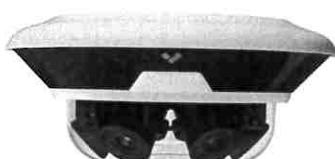
### Mini Series

- Low-profile form factors for any environment
- Available in 5MP image resolution
- Up to 365 days of retention in standard quality
- 128GB – 2TB of onboard storage



### Fisheye Series

- Five viewing modes: Panoramic, PTZ, 2-way split, 3-way split and 4-way split
- High-resolution image quality with 12MP
- Up to 90 days of retention in standard quality
- 512GB – 2TB of onboard storage



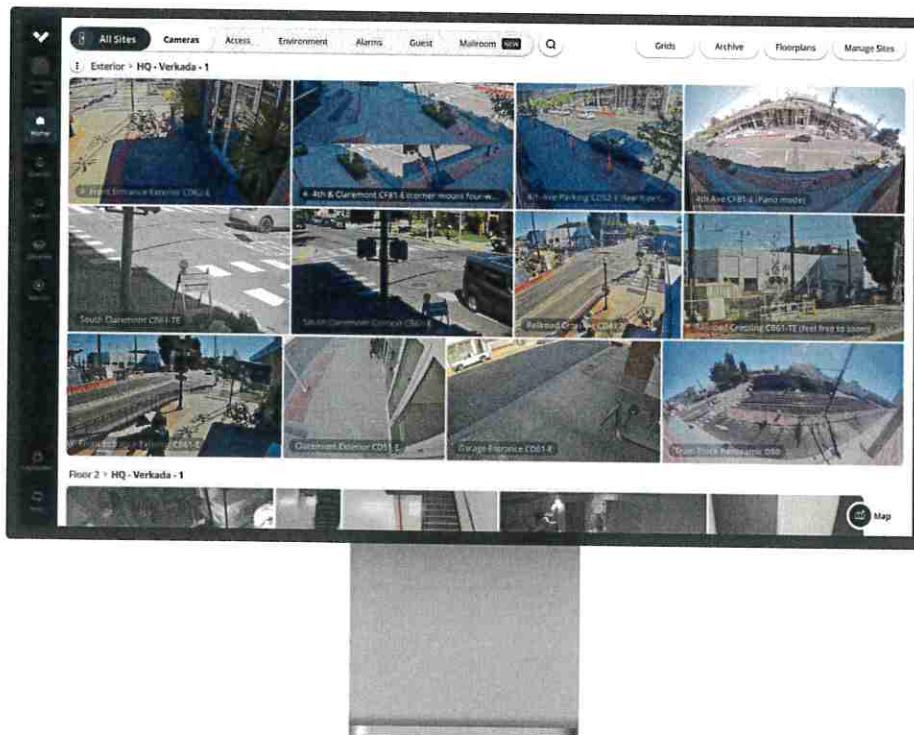
### Multisensor Series

- Four independent cameras from a single install point
- Comprehensive coverage with 20MP image resolution
- Up to 365 days of retention in standard quality
- 1TB - 8TB of onboard storage



## Command Platform Overview

All-in-one cloud-based management software for Verkada security cameras



Command, Verkada's cloud-based management software, is designed to deliver simple access and management for all cameras and users across all sites from virtually anywhere in the world. From Command, users can set up new cameras, create sites, manage settings, access live and archived footage, manage users and access the advanced features powered by Verkada's edge based analytics.

### Security & Permissions

- SAML/OAuth support for single sign-on
- 2-factor authentication options
- User permissions can be controlled at camera, site and organization levels

### Remote Access

- Access from nearly any device (desktops, smartphones, tablets)
- Native apps for iOS, Android and Verkada's VX52 Viewing Station

### Archiving and Sharing

- Command licenses include unlimited cloud archiving
- Easily export any footage in a shareable MP4 format
- Create and share Live Links with first responders

### Powerful Edge-Based Analytics

- Search footage by date, time and motion
- Access people and vehicle analytics to simplify investigations



## Verkada's People Analytics

Simplify and speed up investigations with intelligent people and face detection



Available for all Verkada camera models, People Analytics combines intelligent edge-based video processing with computer vision in the cloud to give users high-quality images of all individuals identified in the scene. Using People Analytics, customers can filter people by various attributes and expedite investigations.

## Bring Intelligence to Investigations

### Face Search

- Quickly search for matching people by selecting an existing face from your organization or by uploading an image

### Person History

- Browse through high-resolution snapshots of people detected
- Save snapshots or easily access associated full-res video
- Search for matched people across your entire organization with cross-camera search

### Occupancy Trends

- Estimate how many people cross a customizable digital line on a video feed
- Monitor usage of a space to optimize business operations

### Attribute Filters

- Filter based on a range of attributes, including clothing color, gender appearance and facial matches

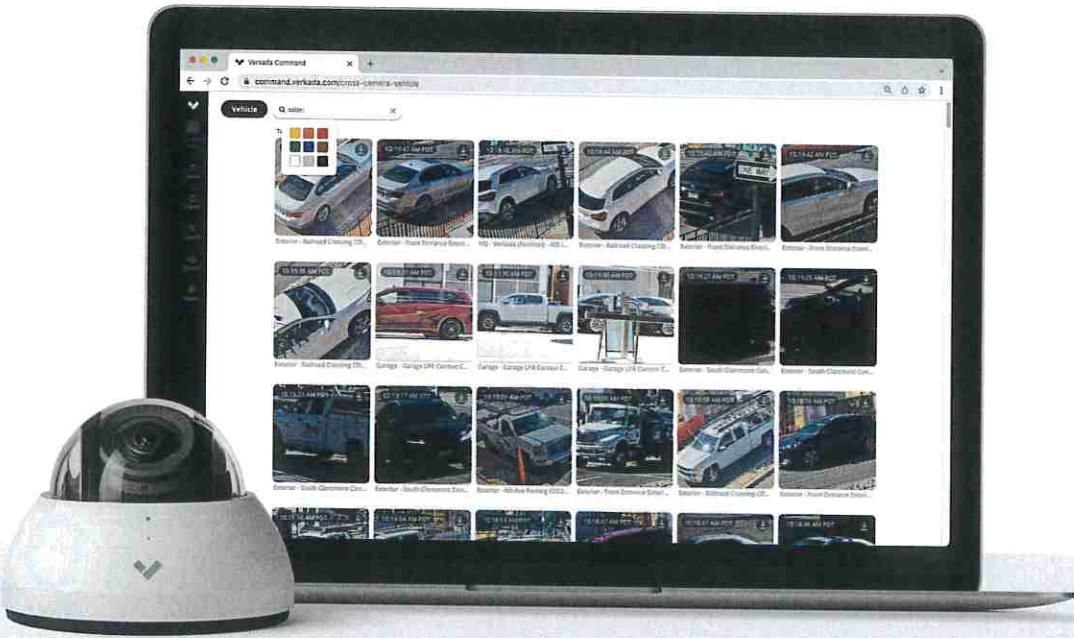
### Person of Interest Notifications

- Set up proactive SMS/email notifications for alerting when a matching face is detected by a camera
- Create a Person of Interest by using an uploaded image or an existing face from your organization



## Verkada's Vehicle Analytics

Quickly search and filter  
to find vehicles of interest



Vehicle Analytics is a powerful edge-based feature that gives users high-quality images of all vehicles identified in a scene. With Verkada's centralized management platform, customers can filter vehicles by date, time, vehicle make, color and body type.

## Find and Filter Vehicles with Ease

## Vehicle History

- Browse through high-resolution snapshots of vehicles detected in frame
- Save snapshots or easily access associated full-res video

## Investigate Anywhere

- Vehicle Analytics is available from any device and can be accessed from virtually anywhere in the world

## Attribute Filters

- Filter based on a range of attributes, including vehicle color and body type

### Cross-Camera Tracking

- Easily find similar vehicles of interest across all cameras deployed across all sites
- Create and export playback of multiple angles of a vehicle to quickly provide evidence

## License Plate Recognition (LPR)

- Leverage a dual-camera system to provide LPR coverage, monitor a live LPR feed and search by plate number
- Receive License Plate of Interest Alerts via SMS or email with an image or link to review the associated footage

## Professional Video Monitoring for Verkada Cameras

### Meet Your Virtual Guard

Verkada offers a 24/7 professional monitoring service to review and respond to events from your Verkada cameras.

Monitoring is provided by three fully redundant, U.S.-based, UL listed central stations with Five Diamond Certification from The Monitoring Association.



### Assess the Situation

- While your site is armed, our agents will review video in real time when any camera detects a person.
- If the person is deemed a threat to people or property, an alarm will be raised.

### Make Contact

- When an alarm is raised, agents will call and send SMS messages to the predetermined contact list.
- If there's a visible emergency in progress, agents will contact local emergency services immediately.

### Take Action

- If a threat is confirmed by someone on the contact list, or if no one can be reached, agents will dispatch local first responders to the site address.
- All events can be reviewed, archived and accessed from Command for incident investigation.

### Alarm License Pricing

Professional monitoring of Verkada cameras is included in the Alarm License. The Alarm License includes access to the cloud-managed Verkada Alarms platform and unlimited video review of person detection events. One Alarm License is required for each unique site address, with no limit on monitored cameras.

### Alarm License Pricing

Model Number	Description	Cost (MSRP) USD
LIC-BA-1Y	1-Year Alarm License	\$1,499
LIC-BA-3Y	3-Year Alarm License	\$3,999
LIC-BA-5Y	5-Year Alarm License	\$5,999
LIC-BA-10Y	10-Year Alarm License	\$11,999

## Protect Students and Schools with Integrated Access Control

Verkada Access Control provides real-time visibility into access-based events across campuses. With Verkada's unified physical security platform, school administrators can:

- Reduce liability and increase visibility by replacing physical lock and key secured doors with modern access control methods.
- Design, manage, print and issue student and faculty ID badges natively from within Verkada Command.
- Automate response policies with real-time alerts, alarms or notifications.
- View events remotely from mobile or desktop to respond in real time.
- Secure classroom doors with easy-to-install wireless locks to bring every door onto one cloud-based platform for easy management.

### Verkada for K-12 education



10-year product warranty



Unlimited users



Automatic firmware and software updates



Technical support



Lower 10 year TCO



Predictable renewal costs



### Key benefits

#### Native camera integration

Bring access events and video footage together by adding cameras to doors in just a few clicks.

#### Simple to install

With Verkada Access Control, you can add doors easily and quickly. Doors can be brought online in minutes.

#### Centralized management

Manage multiple campuses behind a single pane of glass with Verkada's unified, cloud-based software platform.

#### Straightforward pricing

Lower total cost of ownership with automatic updates and an industry-leading 10 year warranty on all hardware.

#### Easy to use

Empower end-users with an intuitive software platform to reduce the dependence on your IT team.

#### Scalable

Add as many doors, credentials and sites as needed. Credentials can be provisioned, utilized and monitored across multiple school sites.

## Use cases

### Configurable emergency lockdowns

1. Configure custom lockdown scenarios to ensure your environment has the right response plan.
2. Trigger lockdowns from a panic button, from Verkada Command or from the Verkada Pass app.
3. Lockdown classrooms and exterior doors while still allowing first responders access with Verkada remote unlock.

### Provide students and staff with intuitive credentials

Design, print and issue student and faculty badges and/or enable users across your organization to use the Verkada Pass app for simplified BLE access and hands-free, remote unlock.

### Centrally monitor all your campuses

Receive configurable SMS or email alerts when doors have been propped open or there are off-hours entries.

### Where to install?

- School entrances and exits
- IDF and server rooms
- Common areas such as cafeterias, gyms, etc.

### Automate door schedules for school hours

Easily and quickly schedule doors to automatically lock/unlock around bell schedules and set exceptions to temporarily modify door access on holidays with Verkada Command's intuitive interface.

### Secure every door in your school

Design, print and issue student and faculty badges and/or enable users across your organization to use the Verkada Pass app for simplified BLE access and hands-free, remote unlock.

### Integrate with Azure AD, SCIM and SSO

Integrate with leading SCIM and SSO providers to streamline user commissioning and reduce liability with automatic offboarding.



## Customer testimonials



### Andrews Independent School District

"I can click on any access-based event listed on the live feed and immediately jump to the corresponding video. I can also pull up a list of doors and see what their schedule looks like as well as whether they're open, closed, locked, or unlocked."

**Dennis Haynie,**  
Executive Director of Technology



### East Grand School District

"We have a new key card system where staff will use the key card identification. The nice thing is on the backside of that, we can log when they came into the school and we know exactly who's been in the school."

**Frank Reeves,**  
Superintendent



### Imperial County of Education (ICOE)

"The wireless locks integration allows us to bring more doors into Verkada's physical security platform, including classrooms in historic or concrete buildings. This gives us more visibility and granular control - including lockdown capability - over interior doors so we can better protect our staff and students."

**Luis Alejandro Wong,**  
Chief Technology Officer



## Protect Students and Schools with Integrated Sensors

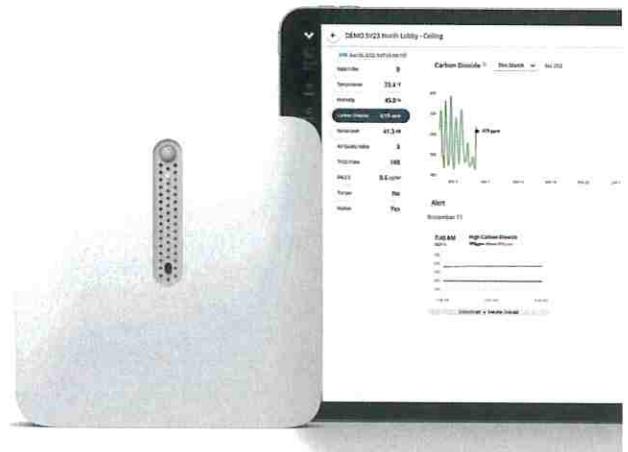
The SV20 series sensors are all-in-one air quality sensors benefiting the everyday lives of students and staff by:

- Ensure buildings and infrastructure operate optimally
- Provide critical insights into undesirable behavior
- Monitor cleaning, IT equipment and food storage
- Remotely access via Command on web and the mobile app

### Trusted by countless school customers

"The Sensor cuts down our response time to incidents down to a matter of 2-3 minutes. We also use a combo of temperature, motion, and noise readings to detect large gatherings, fights and other scenarios in bathrooms that we don't want."

**Dustin Osborne,**  
Director of Technology  
ISD 446 Independence, KS



### Key benefits

#### Lower total cost of ownership

The SV20 is an all-in-one environmental sensor, which reduces the need to purchase, deploy and manage multiple devices.

#### Actionable data & alerts

From the faculty to the IT team to facilities to the food staff, SV20 Sensors deliver real-time insights on any device.

#### Simple to set up

With just an Ethernet cable, teams can bring up their SV20 Sensors in minutes. No configuration software or calibration required.

#### Stay ahead of events

Alert setup takes a matter of minutes and receive notifications in real-time via phone or email.

#### Easy to use

User-friendly set-up and management reduces the dependence on your IT team.

#### Natively integrated platform

One-click pairing with a Verkada camera for enhanced visibility into the school's environment to understand why specific readings or events are occurring in the environment.

#### Coverage built-in

Verkada offers a 10-year hardware warranty and automatic software and firmware updates, lowering the total cost of ownership.





## Use cases

### Vape detection

Teachers and the other faculty can leverage the vape and smoke detection sensor in bathrooms and locker rooms to help identify vape events on campus. When paired with a Verkada camera outside of the bathroom or locker room, school leaders can capture additional evidence to help address, prevent and deter on-campus vaping.

### Server room monitoring

Schools today depend on high-speed internet connectivity and 100% uptime for key IT resources. To protect valuable IT infrastructure and avoid costly downtime, schools can use the SV20 series to proactively monitor temperature and humidity in IDF closets. By monitoring these conditions and receiving alerts in real-time as conditions deviate from pre-set levels, school IT professionals can ensure server and device uptime even when they're not on site.

### Air quality monitoring

Indoor school environments often contain unnoticed indoor pollutants, which are present in most buildings at 2-5 times the levels found outdoors and can cause a variety of health problems, including: headaches, fatigue, sore throat, dizziness and more. By monitoring CO<sub>2</sub>, PM2.5 and other indoor air quality essentials, schools can improve the health and safety of their indoor school environments.

### Food storage

Schools often have on-campus dining options and associated food service assets such as refrigerators and freezers. If a door is left open or if one of these assets experiences unexpected downtime, school facilities can strain to meet the needs of students. As such, schools can use Verkada's SV20 series sensors to monitor refrigerators and freezers in cafeterias to minimize food spoilage and maximize freshness.

## Sensor models

The SV20 Series comes in 3 distinct Sensors that gives customers the ability to choose the right sensor for their specific use case. The SV20 Series Sensors provide organizations with a simple solution for monitoring a wide range of changes across school environments.

SV21	SV23	SV25
All in One Air Quality Sensor	Everything in the SV21 Plus	Everything in the SV23 Plus
 Carbon Dioxide	 Tamper Detection	 Light
 Temperature	 Relative Humidity	 Barometric Pressure
	 AQI	 TVOC
	 Motion	 Vaping/Smoking
	 Noise	 PM 2.5
<b>Best for</b> Meeting Rooms Classrooms Server Rooms	<b>Best for</b> Vape Detection Air Quality Offices	<b>Best for</b> Health Monitoring Specialty Monitoring Green Buildings



## Cloud-managed Intrusion Detection and Integrated Panic Buttons to Make Schools Safer

Identify and respond to threats in real time by leveraging data captured across any Verkada device and automating responses.

### Key benefits

#### **Customize alarm triggers**

Select any Verkada device to be an alarm trigger, including a camera detecting a person, a door being forced open, someone pressing a panic button, and more.

#### **Automate alarm responses**

Choose how your system should respond to a threat, such as automatically locking down doors, turning on a siren, or having a monitoring agent dispatch police or notify your SRO.

#### **Eliminate false alarms**

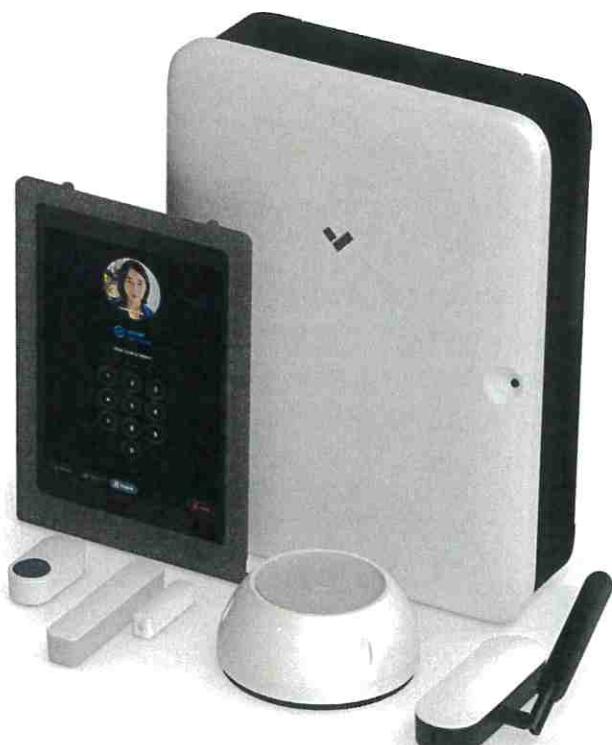
Verify all alarm and intrusion events with unlimited event-based video verification that escalates real threats and screens out false alarms.

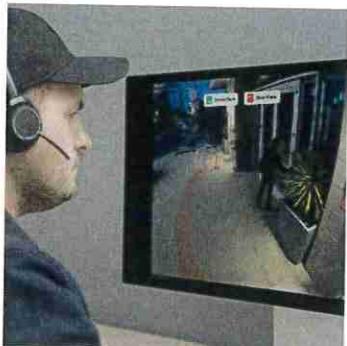
#### **Simple and scalable multi-site management**

Configure devices, choose settings, and set user or group permissions from a single cloud dashboard. No keypad programming, complex configuration, or third-party contracts to manage.

#### **Remote visibility and management**

Stay in control on-the-go. Adjust alarm settings, arm or disarm a site, and review footage from alarm events on any computer or mobile phone.





#### Professional video monitoring

24/7 professional monitoring with unlimited video verification, provided by UL-listed, US-based central monitoring stations.

#### Intrusion detection

Wireless and wired intrusion sensors, cellular backup module, and multi-functional communication and alarm management console.

#### Panic Buttons

Wireless, silent panic buttons that can be paired with cameras, lock down doors, turn on a siren, call police and more.

### Why Verkada?



Cloud-managed  
intrusion detection



Integrated cameras,  
doors and alarms



Built-in video  
verification



Easy multi-site  
management



Remote visibility  
and control



10 year product  
warranty

### Key features

- Built-in 24/7 professional monitoring with unlimited video verification
- Customize alarm settings for different buildings, rooms, or community-accessible facilities
- Flexible arm/disarm via keycode, badge swipe, mobile app, or automated schedule
- Address intruders with live video and 2-way talk-down via the Alarm Console
- Device offline and low power notifications
- Integrates with SSO and active directory solutions for simple user management at scale
- Secure access on any device from anywhere in the world



## Overview

Verkada Guest is a visitor management system that simplifies check-in while strengthening security. With features like touchless check-in, customized flows by guest type and an intuitive interface to manage visitor activity, visitor management has never been easier.

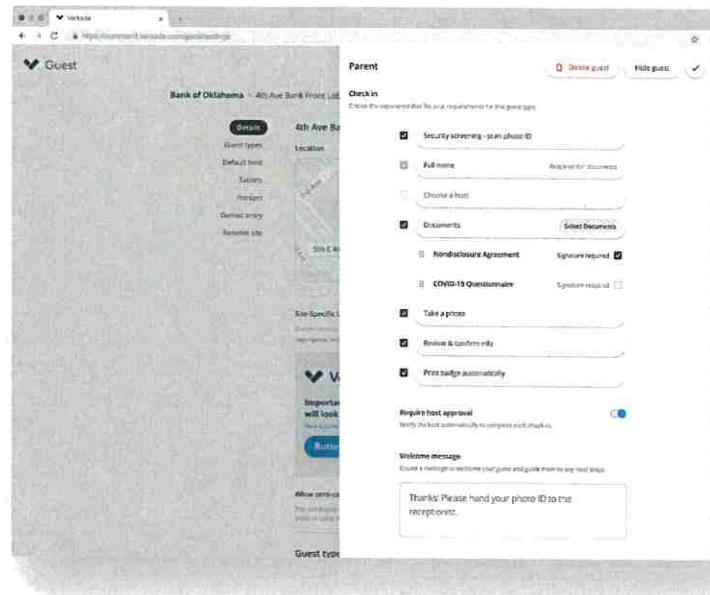
And because it's built within the Verkada Command platform, visitor management is now more secure. Guest enables organizations to better manage the visitor experience, from check-in to check-out. By integrating visitor management with cameras and door access control, users can review footage of visitor activity and remotely unlock doors for specific guests.

To strengthen customers' oversight of their campuses and sites, Guest also offers an optional security screen feature. Within Guest, administrators can enable additional screening for sex offenders, alerting staff to those who pose a risk to children, students and staff. Electronically screening visitors through the Verkada Guest kiosk allows schools and other organizations to gather more information to better control access to their sites.



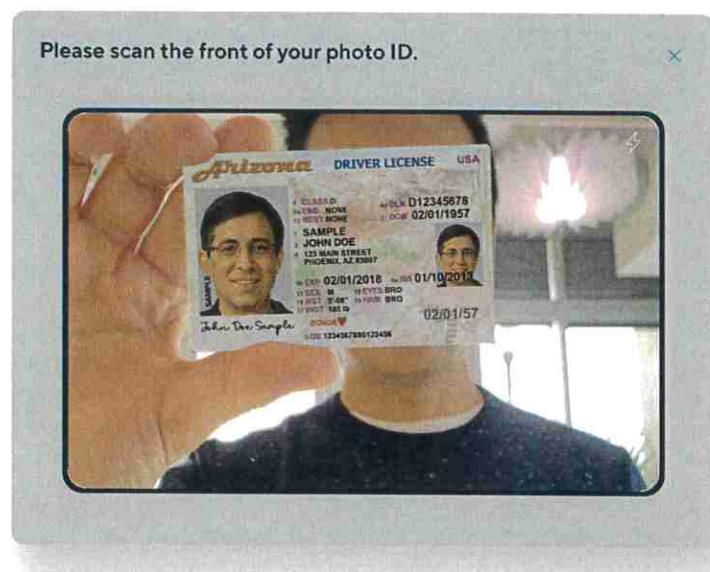
## Easy to implement

The security screen feature is easy to set up and use. Included in Guest as an optional feature, the Guest Administrator or Guest Site Manager simply selects the "Security Screen" checkbox on a specific Guest Type (e.g. "Visitor", "Parent", etc.) upon setup. That way, some guests can be prompted for security screens and not others.



## Screen visitors instantly

Upon check-in, visitors are asked to explicitly provide their consent to scan their photo ID. Once consent has been given, a visitor simply takes a photo of their US state issued driver's license or ID card. The visitor's full name and date of birth are extracted and sent to a third party database provider to search all state-level US sex offender registries for matching records. Within seconds, Guest will share the results and – depending on the results – allow the front desk personnel to either print a badge or review a potential match.



## Validate potential matches

For visitors where a potential match is received, the Guest interface will display the visitor's check-in photo and driver's license information compared to the information received from aggregated sex offender registries. The front desk personnel must confirm whether there is a positive match.

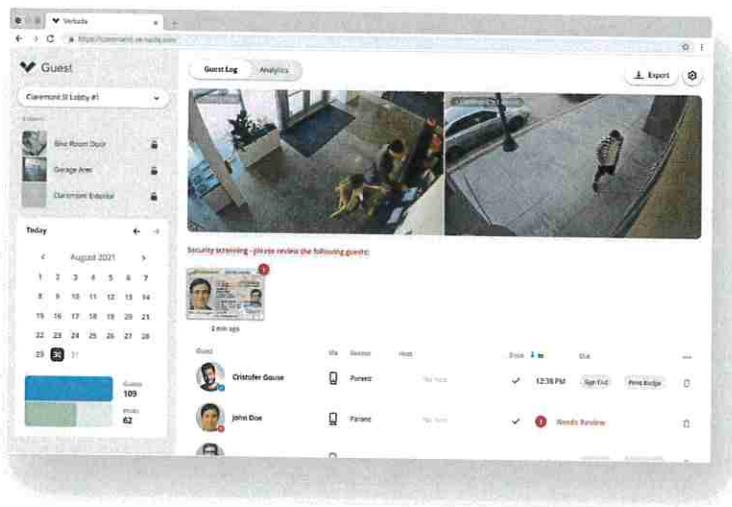




## Deny entry to unwanted visitors

For confirmed matches, the Guest interface will display a custom message to the denied visitor and log that the visitor was denied entry due to a confirmed match. Based on the safety protocols of the organizations, the front desk personnel may override the denied entry and allow the guest to enter the premises.

If the picture or identifying characteristics from the sex offender registry are clearly not the same person as the visitor, the front desk personnel can validate there is no match. The Guest interface will then print a visitor badge and the check-in will continue as normal.



## Maintain data privacy

Verkada Guest visitor management helps maintain privacy with strict security screen controls.

### For data scanned against the local and state-level US registered sex offender registries:

- Visitors are asked to provide affirmative consent at the start of the screening process.
- Only the visitor's full name and date of birth are extracted from the ID via API to a third party database provider to search state and local sex offender registries for matching records.
- No imagery is used from Verkada Cameras or the Verkada Guest kiosk to do biometrics searches within the third party database.
- The results of the search are not shared with any other third parties or across customers.
- All communications to the system are fully encrypted when in transit and at rest.

The third party database provider deletes the information used to conduct the search once completed, no more than up to 24 hours.

### For data captured after sign-in:

- When a background screen has come back without a match, Verkada immediately expunges the personal data used to run the security screen, including driver's license image and DOB.
- In the event of a human verified and confirmed match, the matching data (name, date of birth, ID scan) are retained in the Verkada Guest system for up to 90 days, based on settings defined by the customer's Organization Admin during setup. For the vast majority of visitors whose information does not match, their scanned name, date of birth and ID scan are immediately removed from our data stores. Data remains with our 3rd party providers for no more than 24 hours, after which it is expunged from their system.

To learn more about Verkada's privacy practices, please visit <https://www.verkada.com/privacy/>.



## Additional FAQs

### **How does the Security Screen feature work?**

To enable, the Guest org or site administrator simply selects the “Security Screen” checkbox on a specific Guest Type workflow. Visitors follow the prompts to check-in and, once they have consented, Guest will extract the visitor’s full name and DOB from their US drivers’ license and search the state and local sex offender registries for matching records.

- **If no match is made: it then prints a visitor badge and check-in continues as normal**
- **If a potential match is received:**
  - The Guest interface will display the photo of the visitor next to the photo of the person on the sex offender registry.
  - The designated operator has the opportunity to validate whether there is a positive match
- **If a potential match is confirmed:**
  - An alert by email and/or text message will be sent to designated staff and the visitor can be denied entry
  - The Guest interface will also log that the visitor was denied entry due to a confirmed match
- **If a potential match is not confirmed:**
  - If the pictures or identifying characteristics are clearly not of the same person, an administrator can designate that there is no match
  - The Guest interface will then print a visitor badge and check-in can continue as normal

### **Does the security screen feature enable customers to satisfy legal obligations?**

The security screen feature is intended to add an additional layer of security to a customer’s existing visitor management practices. It is not meant to address any particular legal requirements to which a customer may be subject.

### **Is Verkada performing the sex offender scan?**

Verkada has partnered with a third party database provider to search sex offender registries for matching records. Our third party data provider aggregates records from local and state-level US registered sex offender registries, which includes Level 1, 2 and 3 offenders.

### **What types of IDs will work with Guest’s security screen feature?**

All U.S. state-issued driver’s license or ID cards. Passports and other forms of identification will not be accepted. At this time, the receptionist or other personnel designated by the customer are not able to type in the full name or date of birth of the visitor.

### **Is an ID card scan necessary each time a person comes into the building?**

Verkada Guest allows the security screen feature to be optional for repeat guests. Both Guest Admins and Guest Site Managers can configure Guest to allow repeat visitors to avoid additional security screens on future visits.

### **Must visitors give their consent before conducting the security screen?**

Yes. Before a visitor shares a photo of their identification, the visitor must consent to having their information screened against a public database.



## Additional FAQs

### What information is Verkada taking from drivers' licenses?

Verkada scans the drivers' licenses to extract the visitor's full name, photo, address and date of birth. The data that is being sent to the third party database is only the full name and date of birth, which is the minimum information required to screen entrants. If there is a potential match, the third party database returns full name, date of birth, height, weight and address of the match so that the receptionist or other personnel can compare in real-time if the potential match is real.

### Who has access to the data? What access do Verkada employees have to the data?

- An organization's employees can access the data based on their assigned roles and permissions within Guest. To learn more about the [Guest user roles and permissions](#), review this article.
- Verkada Support employees can only access the data through explicit approval of the customer using the ['Enable Support Access'](#) feature in order to help troubleshoot issues via Command.

### Does Guest run criminal background checks?

No, Guest does not perform criminal background checks. The security screen feature only uses the visitor's first name, last name and date of birth that is captured with the ID scan to check against sex offender registries.

### Is there an additional cost for the security screen feature?

No, there is no additional cost to enable and perform security screens.

### Can anyone within the organization turn on this feature?

Only the Guest Admin and Guest Site Manager roles can configure Guest workflows, including enabling the security screen feature. To learn more about the Guest user roles and permissions, review [this article](#).

### Q: Is this feature available outside of the United States?

This feature is only available in the United States (including Washington D.C.) and Puerto Rico. For customers outside of these geographies, the security screen feature will not be present within the UI to enable.

### Is there a limit to the number of security screens that can be scanned?

While Guest offers unlimited number of visitor check-ins/month, security screens are capped at 1,000/month per customer organization. If you need additional security screens per month, please reach out to your account representative.

To learn more about Guest visitor management, contact Verkada at (888)829-0668 or [sales@verkada.com](mailto:sales@verkada.com).



#### CARES ACT FOR EDUCATION

## Prepare Your School in Response to COVID-19

The 2020 Coronavirus Aid, Relief, and Economic Security Act, or “CARES Act,” contains provisions intended to help educational institutions address the challenges of responding to COVID-19. This includes allocating funds to assist schools with improving preparedness and response efforts, minimizing the spread of infectious diseases, and planning for and coordinating during long-term closures.

At Verkada, we’re building features so administrators can meet these challenges and better understand and respond to what happens across their organization. Whether it’s for safety or responding to today’s new challenges, like COVID-19, video security gives our customers the ability to understand, manage, and secure their physical environments.

Verkada delivers a broad suite of tools to help administrators respond to the challenges of COVID-19, including:

- **Remote Monitoring**

Verkada cameras are ready out-of-the-box for remote viewing on any device, ensuring schools have access and visibility to events happening across their campuses in real-time.

- **Contact Tracing with Face Search**

Search relevant footage containing a match for a person’s face—even while wearing a mask—to detect affected individuals.

- **People Heatmaps**

Verkada’s live and historical heat maps on floor plans give insight into where people congregate, giving administrators visibility into where to direct cleaning efforts or crowd control.

- **Crowd Notifications**

Instant alerts for when cameras detect a number of people in-frame that meet or exceed a predetermined threshold, ensuring teams can prevent crowding and spread of disease.

- **Custom Access Control Schedules**

Easily manage a return-to-work plan by creating custom access control schedules for different facilities that give groups of staff or students access to the building and specific doors at certain times.



281 E 200 N Roosevelt, UT



435-725-0100



[support@spectra-it.com](mailto:support@spectra-it.com)

## ENTERPRISE PHYSICAL SECURITY



### Prepared by:

**Spectra**  
 Jade Fenn  
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### Prepared for:

**UINTAH SCHOOL DISTRICT**  
 826 S 1500 E  
 VERNAL, UT 84078  
 Jason Johnson  
 jason.johnson@uintah.net

### Quote Information:

**Quote #:** 003561  
**Version:** 1  
**Delivery Date:** 04/05/2023  
**Expiration Date:** 04/28/2023

### Quote Summary

Description	Amount
Davis Elementary	\$102,480.43
Naples Elementary	\$101,927.07
Discovery Elementary	\$79,907.10
Vernal Middle School	\$118,621.13
Uintah Middle School	\$117,573.82
Ashley Elementary	\$95,417.63
Lapoint Elementary	\$74,936.35
Eagle View Elementary	\$78,242.56
Measer Elementary	\$81,779.97
Uintah Highschool	\$208,438.34
AVEC	\$57,448.89
District Office	\$65,999.83
<b>Total:</b>	<b>\$1,182,773.12</b>

During the initial license term, Spectra LLC will offer Verkada Products to Uintah School District at the same discount off MSRP as provided on the initial order. This offer is contingent on USD submitting a purchase order for at least 400 Verkada Products prior to April 27th, 2023.

**Spectra**

**UINTAH SCHOOL DISTRICT**

Signature: \_\_\_\_\_  
 Name: Jade Fenn  
 Title: Operational Technology Sales Engineer  
 Date: 04/05/2023

Signature: \_\_\_\_\_  
 Name: Jason Johnson  
 Date: \_\_\_\_\_



# Uintah School District

# Memo

**To:** USD Board of Education  
**From:** Jason Johnson, Business Administrator  
**Date:** April 4, 2023  
**Re:** March 2023 RFP for Preschool CMGC

---

## Request for Proposal:

During the month of March, Uintah School District Administration requested the above-mentioned RFP be written and placed on SciQuest. The RFP closed and after the Selection Committee's review, scoring, and compilation of those scores the following determination was made:

The Selection Committee's decision was that Uintah School District, on behalf of the Board of Education, award the above-mentioned RFP to Stout Building Contractors, LLC who will perform the responsibilities of General Contractor/Construction Manager for the new build of Central Cove Preschool. Their total score was 88 out of 100.

This review and decision followed the *Utah State Procurement Code 63G-6a-7* and the *Utah Procurement Rules R33-7* as noted below:

- *A Selection Committee was formed with individuals who had a familiarity with the requirements listed in the RFP.*
- *The Committee met together to review all proposals and provide scoring based on the non-priced technical criteria listed in the RFP.*
- *The Committee's non-technical scores were finalized and submitted to Purchasing.*
- *Purchasing then scored the cost of each proposal based on the state formula and calculated the combined score for each proposal.*

The total cost will be \$1,227,690.00.



# AIA® Document A133™ – 2019

**Standard Form of Agreement Between Owner and Construction Manager as  
Constructor where the basis of payment is the Cost of the Work Plus a Fee with a  
Guaranteed Maximum Price**

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month, and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

Uintah School District

and the Construction Manager:

(Name, legal status, address, and other information)

Stout Building Contractors, LLC

for the following Project:

(Name, location, and detailed description)

Uintah School District  
Central Cove Preschool

The Architect:

(Name, legal status, address, and other information)

VCBO Architecture

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

Init.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT  
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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Attach Program Document

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Attach site plan, floor plan, elevations, renderings

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:  
(Provide total and, if known, a line item breakdown.)

Guaranteed Maximum Price to be determined at 75% review of Construction Documents

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design Packet - March 15, 2023  
Design Development Packet - May 30, 2023  
Construction Documents 75% Review Set - June 27, 2023  
Construction Documents Bid Set - July 18, 2023

.2 Construction commencement date:

August 21, 2023

.3 Substantial Completion date or dates:

Substantial Completion - June 4, 2024

Final Completion - August 21, 2024

.4 Other milestone dates:

18 Month Deadline for Liquidated Damages - February 21, 2025

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
(Identify any requirements for fast-track scheduling or phased construction.)

Early bid package for long lead items, footings & foundations

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

To be determined

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
(List name, address, and other contact information.)

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined

.2 Civil Engineer:

To be determined

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:  
(List name, address, and other contact information.)

VCBO Architecture  
Jeanne Jackson, Alex Booth, Brian Peterson, Hoku Ching, Eric Peng

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
(List name, address, and other contact information.)

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:  
(List any Owner-specific requirements to be included in the staffing plan.)

**§ 1.1.14** The Owner's requirements for subcontractor procurement for the performance of the Work:  
(List any Owner-specific requirements for subcontractor procurement.)

**§ 1.1.15** Other Initial Information on which this Agreement is based:

**§ 1.2** The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### § 2.3 General Conditions

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

**§ 2.3.2** For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 3.1 Preconstruction Phase

#### § 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

**§ 3.1.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### § 3.1.3 Consultation

**§ 3.1.3.1** The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

#### § 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

#### § 3.1.6 Cost Estimates

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the

cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

**§ 3.1.6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

**§ 3.1.10** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

**§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

**§ 3.1.11.2** The Construction Manager shall develop bidders' interest in the Project.

**§ 3.1.11.3** The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

**§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

**§ 3.1.13 Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

**§ 3.1.14 Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

### § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- 1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- 2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- 3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- 4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- 5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

**§ 3.2.9** The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

**§ 3.3 Construction Phase**

**§ 3.3.1 General**

**§ 3.3.1.1** For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

**§ 3.3.1.2** The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

**§ 3.3.2 Administration**

**§ 3.3.2.1** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

**§ 3.3.2.2** Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

**§ 3.3.2.3 Monthly Report**

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

**§ 3.3.2.4 Daily Logs**

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

**§ 3.3.2.5 Cost Control**

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## ARTICLE 4. OWNER'S RESPONSIBILITIES

**§ 4.1 Information and Services Required of the Owner**

**§ 4.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

**§ 4.1.2** Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

**§ 4.1.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.4.1** The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 4.1.4.2** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 4.1.4.3** The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 4.1.5** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

**§ 4.1.6** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### **§ 4.2 Owner's Designated Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 4.2.1 Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

#### **§ 4.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

### **ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**

#### **§ 5.1 Compensation**

**§ 5.1.1** For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate
From Stout Building Contractors, LLC Proposal	

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within \_\_\_\_\_ (\_\_\_\_) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

## § 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid \_\_\_\_\_ (\_\_\_\_) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.  
(Insert rate of monthly or annual interest agreed upon.)

\_\_\_\_\_ % \_\_\_\_\_

## ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

### § 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

### § 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

From Stout Building Contractors, LLC Proposal

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

From Stout Building Contractors, LLC Proposal

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Typically limited to 10%

**§ 6.1.5** Rental rates for Construction Manager-owned equipment shall not exceed \_\_\_\_\_ percent (\_\_\_\_\_ %) of the standard rental rate paid at the place of the Project.

**§ 6.1.6** Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

Final Completion 18 Months - February 21, 2025 (or as adjusted based on design schedule) - The monthly fee charged by Stout Construction ends after 18 months of construction

18 Month Deadline - February 21, 2025 (or adjusted end date based on design schedule) - \$1000.00 per calendar day is charged if the project has not reached final completion after 18 months of construction.

**§ 6.1.7** Other:

Calendar days may be adjusted based on changes or modifications to the construction documents, weather delays, or other factors outside the control of the Construction Manager as Constructor. These changes must be documented within 10 days of the cause of the delay.

## **§ 6.2 Guaranteed Maximum Price**

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

## **§ 6.3 Changes in the Work**

**§ 6.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**§ 6.3.1.1** The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

**§ 6.3.5** If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## **ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **§ 7.1 Costs to Be Reimbursed**

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

**§ 7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

**§ 7.2 Labor Costs**

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ 7.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

**§ 7.2.2.1** Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

**§ 7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ 7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

**§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

**§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8,

shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Construction Manager's site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

**§ 7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

**§ 7.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

**§ 7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

**§ 7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

**§ 7.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

**§ 7.6.7** Costs of document reproductions and delivery charges.

**§ 7.6.8** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

**§ 7.6.9** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

**§ 7.6.10** Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

**§ 7.6.11** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

## § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

## § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

## § 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

## ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

**§ 8.2** Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

**§ 9.1** Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

**§ 9.1.1** When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ 9.2** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

## ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

**§ 11.1.1** Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

**§ 11.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 11.1.3** Provided that an Application for Payment is received by the Architect not later than the \_\_\_\_\_ day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the \_\_\_\_\_ day of the \_\_\_\_\_ month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than \_\_\_\_\_ (\_\_\_\_) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

**§ 11.1.8 Retainage**

**§ 11.1.8.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

**§ 11.1.8.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 11.1.8.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

**§ 11.1.8.3** Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

**§ 11.1.9** If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

**§ 11.1.10** Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

**§ 11.1.11** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

**§ 11.1.12** In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

## § 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

\_\_\_\_\_ % \_\_\_\_\_

## ARTICLE 12 DISPUTE RESOLUTION

### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the

Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

#### **§ 12.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

### **ARTICLE 13 TERMINATION OR SUSPENSION**

#### **§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- 1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## **§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**

### **§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

### **§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### **§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

### § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

### § 14.3 Insurance and Bonds

#### § 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than \_\_\_\_\_ (\$\_\_\_\_) for each occurrence and \_\_\_\_\_ (\$\_\_\_\_) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than \_\_\_\_\_ (\$\_\_\_\_) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than \_\_\_\_\_ (\$\_\_\_\_) each accident, \_\_\_\_\_ (\$\_\_\_\_) each employee, and \_\_\_\_\_ (\$\_\_\_\_) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than \_\_\_\_\_ (\$\_\_\_\_) per claim and \_\_\_\_\_ (\$\_\_\_\_) in the aggregate.

#### § 14.3.1.6 Other Insurance

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

#### Coverage

#### Limits

**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 14.3.1.8** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

**§ 14.3.2 Construction Phase**

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 14.3.2.1** The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

**§ 14.4** Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 14.5 Other provisions:**

**ARTICLE 15 SCOPE OF THE AGREEMENT**

**§ 15.1** This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

**§ 15.2** The following documents comprise the Agreement:

.1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™-2017, General Conditions of the Contract for Construction

.5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.6 Other Exhibits:

*(Check all boxes that apply.)*

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

*(Insert the date of the E234-2019 incorporated into this Agreement.)*

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.7 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
(Printed name and title)

Init.

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*Board of Education*

**Dave Chivers**, President • **Robin McClellan**, Vice President • **Todd Massey**, Member  
**Denise Maynard**, Member • **Tawnya McKee**, Member • **Harlan "Scoot" Wilkins**, Member

## Memorandum

**To:** Dave Chivers, President  
Tawnya McKee, Vice President  
USD (Uintah School District) Board Members

**From:** **Jason Johnson, Business Administrator**

**Cc:** Rick Woodford, Superintendent  
Phyllis Elgiar, Secretary

**Date:** **April 5, 2023**

**Re:** **Approval of the USU Lease Agreement**

### Recommendation:

- I recommend that the Board approve the USU Lease agreement pending review from USBE/DFCM.

### Background (rationale):

- Uintah School District and USU have been in conversation for around a year developing an agreement where we can work together to educate our preschool aged kids, while at the same time creating an environment to educate and develop education and related services professionals. AKA grow your own teachers and professionals.
- The agreement states many things, here are a couple of highlights:
  - 40 year term with a 10 year renewal period as long as the school district desires.
  - Annual rent is \$22,500 for the land. Which equates to \$1,875 per month.
  - Annual rent for office space and signage along with capital expenditures for sidewalks will offset the rent of the land and, at least until a party wants to change, no cash will exchange between parties for their respective rent/advertising.
  - The Uintah School District is expected to construct the facility and maintain the facility for the duration of the term and the extension.
  - Uintah School District will be responsible for Utility costs.

### Policy Implications:

- NA

### Motions:

I make a motion to approve the USU Lease agreement pending final review from USBE/DFCM.



**GROUND LEASE AGREEMENT**  
Uintah Basin Early Childhood Education Center

THIS GROUND LEASE AGREEMENT (“Agreement”) is made and entered into as of March \_\_, 2023 (“Effective Date”), by and between the Uintah School District (“District”) and Utah State University (“USU”). USU and District may be referred to hereafter individually as “Party” and collectively as “Parties.”

WHEREAS, District desires to obtain a ground lease from USU to land associated with Utah State University Uintah Basin; and to construct the **Uintah Basin Early Childhood Education Center** (“Center”);

WHEREAS, USU desires to lease certain premises to District for the construction of the Center as set forth herein;

Whereas, the Utah Interlocal Cooperation Act (“UICA”) as found in U.C.A. §11-13-101 *et. seq.* sets forth a framework for public agencies to enter into agreements, as specifically contemplated in U.C.A. §53B-18-202; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and in keeping with the concepts outlined in the UCIA, said Parties covenant, promise and agree with each other as follows:

**1. THE LEASED PREMISES.** USU hereby leases to District, and District hereby leases from USU, subject to the terms and conditions stated and referred to herein (including exhibits attached hereto), all of that certain tract of land located in Uintah District, Utah, depicted in **Exhibit A**, attached hereto, together with, and subject to the easements appertaining thereto. The foregoing, collectively, are hereinafter referred to as the “Leased Premises.” District shall have access to the Leased Premises upon the Effective Date for purposes of construction of the Center. Nothing in this Agreement shall be deemed to include as any part of the Leased Premises a fee title interest in the land itself.

**2. TERM.**

**2.1. Term.** This Agreement shall commence on \_\_, 2023 (“Commencement Date”) and, unless sooner terminated as provided herein, shall be for a period of forty (40) years (“Initial Term”). Accordingly, the original expiration date of this Agreement shall be \_\_, 2063 (“Original Expiration Date”). ..

**2.2. Renewal.** The Parties reserve the option to mutually renew this Agreement for an additional ten (10) years (“Renewal Term”), upon the terms, covenants, and conditions set forth in this Agreement; provided that the Annual Base Rent shall be reassessed and adjusted, as needed, in good faith by the Parties in keeping with then-current market rates. The Parties agree to discuss renewal at least six (6) month before the expiration of the Lease Term. Any renewal must be made in writing and executed by both Parties (the Initial Term and Renewal Term shall be referred to as the “Term”).

**2.3. Termination.** This Agreement shall continue in full force and effect for the duration of the Term unless and until terminated (a) by the mutual written agreement of the Parties, (b) by the expiration of the Term, or (c) for an Event of Default (as set forth herein), whichever comes first. Notwithstanding the foregoing, USU may unilaterally terminate this Agreement in accordance with the terms set forth in this Agreement.



### **3. RENT.**

**3.1. Annual Rent.** District agrees to pay to USU an annual rental payment ("Annual Rent"), The initial annual rent is twenty-two thousand and five-hundred dollars (\$22,500). To account for property value increases and inflation, on each anniversary date of the Commencement Date occurring during the Term, the Annual Rent for the upcoming annual period shall be increased by two and one-quarter percent (2.125%), based upon the previous year's Annual Rent. At any time during the Term, the Annual Rent may be evaluated and adjusted by mutual agreement of the Parties after the fair market value has been appraised by a mutually agreed appraiser.

**3.2. Rent-Free Access to Center.** As of the Effective Date, the Parties agree that in lieu of cash payments for the Annual Rent, the District will; 1) provide USU with rent-free access to approximately 1,355 square feet of the Center after construction for one classroom and three faculty offices, (2) install a sidewalk and associated landscaping that connect the Center to the Bingham Entrepreneurship and Energy Research Center ("Walking Path"), and 3) install USU signage as described in Section 5.3 of this Agreement. Such access will be memorialized by the Parties through a separate Center lease agreement ("Center Lease") between the Parties with terms substantially similar with those set forth in **Exhibit B**.

**3.3. Rent Deferral.** The Parties agree that no Annual Rent shall be due until the sooner of (i) the construction completion of the Center or (ii) one (1) year from the Commencement Date. Thereafter, the Annual Rent shall be considered "due" on the anniversary of the Commencement Date. If the District fails to execute the Center Lease within thirty (30) days after construction completion of the Center or provide USU with the associated access, then the District will pay any deferred and future Annual Rent within thirty (30) days of receiving an invoice from USU.

**3.4. Payment Adjustments.** The Parties acknowledge that the Term spans numerous decades and that the needs and desires of the Parties regarding the Center may adjust over time. Throughout the Term, the Parties shall coordinate in good faith to ensure that the Annual Rent is transferred to USU in a manner and value acceptable to USU and in keeping with fair market valuations. The Center Lease will memorialize the specifics regarding USU's access to and use of the Center (e.g., timelines, space, signage, etc.) in lieu of the Annual Rent. Each Party reserves the right to negotiate alternative Annual Rent payment terms, including, for example, the right to pay or receive cash rather than to receive or grant rent-free access to the Center.

**4. TAXES.** The Parties do not anticipate that taxes will be assessed upon the Leased Premises. However, District covenants and agrees to bear, pay and discharge promptly as the same become due and before delinquency, any taxes, assessments (whether special or general), fees or other charges levied, assessed, or imposed on or with respect to the Leased Premises, or any buildings or improvements owned by District thereon (inclusive of all real and personal property), and including, without limitation, any rollback or similar taxes with respect to the discontinuance of any "greenbelt" classification with respect to the Leased Premises, together with any interest or penalties on any of the foregoing, under all present or future laws, ordinances, orders, rules or regulations of the federal, state, county, or city governments or other government or special district authorities (collectively hereinafter sometimes referred to as "Taxes"). During the Term, USU will not be liable or responsible for any tax or assessment against the Leased Premises or any improvement thereon, whether it be real, equipment, personal or mixed.

### **5. CONSTRUCTION OF CENTER AND OTHER IMPROVEMENTS, ALTERATIONS, AND ADDITIONS.**



**5.1. Construction of Center.** District shall commence construction of the Center and Walking Path by \_\_\_\_\_, 2023 and complete the same by \_\_\_\_\_, 20\_\_\_\_\_. The Center shall be used for purposes consistent with the missions of USU and District. District shall coordinate and review all development plans and specific designs for construction of the Center, Walking Path, and any other buildings and any other improvements on the Leased Premises with USU's Office of Facilities Planning Design and Construction ("USU PDC") prior to beginning construction. Except as may be specifically provided otherwise herein, the planning, erection, construction, or development of the Center, Walking Path, and any improvements upon the Leased Premises shall be at the sole cost and expense of the District.

**5.2. Future Construction.** Upon prior written approval of USU PDC, including approval of the plans and specifications therefor (which approval shall not be unreasonably withheld), and provided District is in compliance with the terms of this Agreement, District may during the term of this Agreement make alterations and additions to existing buildings and improvements or construct additional buildings, alterations, additions or improvements on the Leased Premises (the Center and any such additional buildings, alterations, additions, or improvements may be collectively referred to as "Improvements").

**5.3. Signage.** The Center will include USU/UBSC's name and logo along with the District's name and logo on two sides of the building's exterior. USU/UBSC's name and logo will be approximately the same size of District's name and logo. Furthermore, any place inside the Center where the District's logo is displayed, the USU/UBSC logo will be displayed also. District will present proposed drawings and design of USU/UBSC signage to USU/UBSC for approval. Upon written approval of USU/UBSC's signage by USU the District will proceed with installation of the signs. District will pay for all District and USU/UBSC signage.

**5.4. Compliance with Codes, Laws, etc.** Any Improvement constructed in or upon the Leased Premises by or at the instance of the District shall be accomplished in a good and workmanlike manner and shall fully comply with all applicable rules, regulations, ordinances, laws, orders, and other requirements of all governmental authorities having jurisdiction over the same. District shall obtain all necessary permits for the accomplishment of any Improvement in or upon the Leased Premises, at District's sole cost and expense. District shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands that may in any manner arise from or be imposed because of District's failure or breach of its requirements of compliance set forth in this Section. Provided, however, District shall have the right at any time and at its sole cost and expense to contest in good faith, by appropriate legal or administrative proceedings, the validity or application of any law, ordinance, order, rule, regulation, requirement, or other government imposition and, if permitted by law, District shall not be required to comply therewith until final determination of such proceedings. In the event of any such contest, District shall give prior written notice thereof to USU of District's intention to contest the validity or application of any such law, ordinance, order, rule, regulation, requirement or other governmental imposition; and, in the event of any such contest, USU shall reasonably cooperate with District in making necessary appearances and other such matters; provided, however, that USU shall not be required to incur, pay, or be liable for any costs or expenses in connection with, relating to, or arising from any such contest or proceeding. Any Improvement made by or at the insistence of District shall be at District's sole cost and expense, and shall impose no obligation upon the USU.

**5.5. District's Obligation for Utilities.** District shall, at its sole cost and expense, extend or cause to be extended all utilities from the boundaries of the Leased Premises onto and over the Leased Premises for District's use and shall be responsible for, and shall pay, all utility connection and service fees relating to such utilities.



**5.6. Ownership of Improvements, Right of Reversion, and Right of Removal.**

(a) Ownership. So long as this Agreement remains in force, the Improvements located on and/or constructed by District on the Leased Premises shall be owned by District or its assignee, subject to the future interest of USU.

(b) Reversion. All right, title, and interest in and to all Improvements constructed by District upon the Leased Premises shall transfer to and become the sole property of USU immediately upon the termination of this Agreement, for any reason, whether by lapse of time or otherwise. Within sixty (60) days of termination, District or its assignee shall execute and deliver to USU such instruments of conveyance or other documents as may be necessary or desirable to effect, evidence, or confirm said ownership in USU.

(c) Removal. As an alternative to reversion, USU may within sixty (60) days of termination, at its sole election and discretion, direct the District to remove the Improvements from the Leased Premises and return the land to its condition prior to construction, at District's sole and exclusive expense. Any such removal of the Improvements shall be completed within a reasonable timeline to be negotiated in good faith by the Parties, which shall not exceed one hundred and twenty (120) days.

**6. REPAIR AND MAINTENANCE.**

**6.1. Repair and Maintenance.** The District shall, during the Term, at its own cost and expense, and without any cost or expense to USU, keep and maintain all Improvements, and all appurtenances thereto (including, without limitation, landscaping, grounds, sidewalks, roads, and parking areas), in good repair and condition, ordinary wear and tear excepted, and in a neat and orderly appearance (inclusive, without limitation, of snow removal); shall not allow any nuisance to exist or be maintained. USU shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Leased Premises, or to any Improvements thereon or appurtenances thereto within the Leased Premises. Upon prior written consent of USU, which consent shall not be unreasonably withheld, District may assign or delegate any or all of the duties of District set forth in this Section.

**6.2. Compliance with Governmental Regulations.** District shall comply with all federal, state, county, municipal, and other governmental statutes, ordinances, laws, orders, regulations, or requirements affecting the Leased Premises, the Improvements thereon, or any activity or condition on or in the Leased Premises.

**6.3. Waste and Environmental Laws and Regulations.** District agrees that it shall not commit or permit waste upon the Leased Premises, involving improvements thereon or thereto, other than to the extent necessary for the removal of any Improvements upon the Leased Premises for the purpose of constructing and erecting other Improvements thereon. Additionally, District shall, at all times, take reasonable care to prevent unnecessary damage or injury to the Leased Premises or any Improvement thereon. District shall strictly adhere to the applicable regulations for use and disposal of chemicals, metals, and any other materials. Within ninety (90) days of the expiration or termination of this Agreement, District shall, to USU's satisfaction, remove all hazardous and nonhazardous waste materials, placed, located, or released upon the Leased Premises during the Term.

**6.4. Landscaping and Maintenance.** The Parties agree that the design and appearance of the grounds and common areas in the Leased Premises are important in achieving the environment desired. For this reason, the District agrees, at its own expense, to landscape according to development plans which will be approved by USU's Office of Facilities Planning Design and Construction as described in Section 5.1 of this Agreement, and maintain that landscaping, within the area of the Leased Premises in a



neat and proper manner, which shall include, but not be limited to, all necessary irrigation and drainage of all planted areas, mowing and maintenance of grassy areas, and weeding of all appropriate areas, as applicable.

**7. UTILITIES AND OTHER SERVICES.** USU shall not be required to furnish to District any service of any kind such as, but not limited to, heat, water, power, and security (both physical and data) and shall not be liable for the failure of any such service. District shall pay all charges for such services and shall indemnify USU against any liability on account thereof. District acknowledges and agrees that it shall require its residents/tenants: 1) to be responsible for the security of all tenant data transmitted via telephone or fiber optics; and 2) to implement commercially reasonable system(s) to ensure the continuity of their business and the security of their data.

**8. UTILITY EASEMENTS, IMPROVEMENTS AND CROSS EASEMENTS.**

**8.1. Utility Access/Easement.** USU expressly reserves the right of itself and/or any public utility to enter upon the Leased Premises for the purposes of installing, using, maintaining, renewing, and replacing such underground water, oil, gas, steam, sewer, and other pipelines and telephone, electric, power, and other lines and conduits, as USU and/or public utility may deem desirable, in connection with the development or use of any other property owned, leased, or controlled by USU, provided that such entry and such work shall not interfere unreasonably with District's use and development of the land and any Improvements thereon. If this right is exercised, then the public utility shall restore the land and its improvements including landscaping to its original condition.

**8.2. Grant of Easement by District.** District hereby grants a non-exclusive easement to USU and all occupants and tenants of any of USU's adjacent properties and their guests to access and use roadways, sidewalks, and parking areas, provided that such access and use does not conflict with a scheduled event or activity of the District. District agrees to execute documentation reasonably necessary to affect the same if requested by USU.

**9. MECHANIC'S AND OTHER LIENS.**

**9.1. Mechanic's Lien Claims.** District covenants and agrees to keep all of the Leased Premises and every part thereof, including all Improvements thereon free and clear of and from any and all mechanic's, materialmen's, and other liens for any work or labor done, services performed, or any materials, appliances, and tools contributed, used, or furnished to be used in or about the Leased Premises for or in connection with any operations of District, any alterations, improvement, construction, repairs, or additions which District may permit, make, or cause to be made, or any work or construction by, for, or permitted by District on or about the Leased Premises, and shall, at all times, promptly and fully pay and discharge any and all claims upon which any such lien may or could be based. District shall save and hold USU and all of the Leased Premises, including all Improvements thereon, free and harmless of and from all such liens and claims of liens and suits or other proceedings pertaining thereto.

**9.2. Interest of USU.** No mechanic's or materialmen's liens, mortgages, or deeds of trust (other than mortgages on District's interest in the leasehold estate and the Improvements thereon (or other liens of any character whatsoever created or suffered by District) shall in any way, or to any extent, affect the interest or rights of USU in any Improvements on the Leased Premises, or attach to or affect its title to, or rights in, the Leased Premises, except as may be specifically provided under the terms and conditions of this Agreement.



**9.3. Contesting Claims.** District shall not be required to pay or discharge any mechanic's or other lien so long as District shall, in good faith, proceed to contest the same by appropriate proceedings; provided, however, that District shall give notice in writing to USU of its intention to contest the validity of any such lien and shall give USU security in the form of a surety bond (or in form otherwise reasonably acceptable to USU) in an amount equal to 110% of the amount of such contested lien claim with interest thereon. USU shall reasonably cooperate with District, where necessary, with respect to the contest of any such lien or charge; provided, however, that USU shall not be obligated to incur or pay any cost, expense, or liability, whatsoever, in connection with any of the foregoing. District shall give written notice to USU of District's intention to contest the validity or application of any lien, charge, or order. District shall, and hereby does, indemnify and hold harmless USU from and against all costs, liabilities, suits, penalties, claims, demands, and expenses (including reasonable attorney's fees) resulting from any lien, charge, or order against the Leased Premises, any improvement or construction thereon, or any other matter referred to in this Section, including, without limitation, District's contest of the validity or application of any such lien, charge, or order.

**10. LIABILITY.** Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise. Nothing in this Agreement shall waive or limit each party's protections under the Utah Governmental Immunity Act.

**11. INSURANCE.**

**11.1. Fire and Extended Coverage.** District shall, at its sole expense, obtain and keep in force during the Term of this Agreement, fire and extended coverage insurance on all Improvements that are hereafter placed or built upon the Leased Premises. The amount of such insurance shall not be less than ninety (90) percent of the replacement value of said Improvements. District waives all claims and demands against USU, of whatsoever nature, for damages, loss, or injury to the Improvements that are hereafter placed or built upon the Leased Premises and to the property of District in, upon, or about the Leased Premises caused or resulting from fire and/or other perils, events, or happenings that are the subject of extended coverage insurance. District further agrees that each such policy of fire and extended coverage insurance, and all other policies of insurance on the Leased Premises, shall specifically waive the District's insurer's right of subrogation against USU. The term "Replacement Value" shall be determined at the time the fire and extended coverage insurance is initially taken out, and District shall promptly notify USU in writing of such determination and deliver a copy of said insurance policy. Notwithstanding the foregoing, USU or District may, at any time, but not more than once every five (5) years, by written notice to the other, require the Replacement Value of said Improvements be redetermined, whereupon such redetermination shall be made promptly, and each Party promptly notified in writing of the results thereof.

**11.2. Insurance During Construction.**

(a) **Builders Risk Coverage.** The District shall ensure that during the construction of the Center and any Improvements, Builders Risk coverage is secured and maintained which covers physical damage to the building during the construction period in an amount equal to the full insurable replacement cost of the building at time of completion. The District's obligation under this section may



be met by requiring its contractor(s) of any construction project to secure and maintain the required Builders Risk coverage. Prior to commencement of any construction activity on the Lease Premises by District or its contractors, the District (i) will ensure that the Builders Risk coverage includes USU as an additional insured and (ii) will provide USU with a certificate of insurance evidencing the same.

(b) General Liability Coverage. The District shall ensure that during construction of any building or any other improvements on the Leased Premises, general liability coverage is secured and maintained in amounts reasonably sufficient to cover the liability associated with the construction activities. The District's obligation under this section may be met by requiring its contractor(s) of any construction project to secure and maintain the required general liability coverage. The District will require any construction contractor to maintain general liability insurance. Prior to commencement of any construction activity on the Leased Premises by District or its contractors, the District will provide USU with proof/certification of its general liability insurance or, if general liability coverage is secured and maintained by the District's contractor(s), the District (i) will ensure that its contractor(s)' general liability coverage includes USU as an additional insured and (ii) will provide USU with a certificate of insurance evidencing the same.

**11.3. Other Insurance.** During the Term of this Agreement, the District shall procure and maintain in full force and effect commercial general liability insurance with a single limit of not less than two-million dollars (\$2,000,000.00) per occurrence insuring against all liability of District. Such insurance shall be written by a company that is: 1) rated A- or better by A.M. Best Company (or an equivalent rating by a nationally recognized rating agency); and 2) authorized to do business in the state of Utah.

**11.4. Determination of Limits.** If either Party shall, at any time, deem the limits of any of such insurance then carried to be either excessive or insufficient, then the Parties shall endeavor to agree upon the proper and reasonable limits for such insurance then to be carried. If the Parties, after good-faith discussions, are unable to agree as to the proper and reasonable limits of any such insurance to be carried, such limits shall be determined by an impartial third person selected by mutual agreement of the Parties. The decision of such impartial third person as to such limits shall be binding upon the Parties. Such insurance shall be carried with the limits as agreed upon or determined until such limits are changed pursuant to the provisions of this Section 11. The expenses of such determinations shall be borne equally by the Parties.

**11.5. Parties Covered.** District shall name USU as an additionally insured party in all insurance policies required hereunder. The fire and extended coverage insurance shall contain a standard mortgage clause naming the leasehold mortgagee. Any loss adjustment shall require the written consent of USU, District, and leasehold mortgagee. District shall ensure all policies required hereunder will include the necessary language to ensure that the issuing body of such policies provide no less than thirty (30) days prior written notice to USU and leasehold mortgagee of any cancellation or alteration of such policies. Upon the issuance of a policy, each such policy or a duplicate or certificate thereof shall be delivered to USU for its retention.

**11.6. Blanket Insurance Coverage.** Any insurance required to be carried by District hereunder may be provided by blanket insurance covering the Leased Premises and other property owned, leased, or controlled by District, provided, however, that such blanket insurance complies with all other insurance requirements hereunder.

**12. SUBLEASE, ASSIGNMENT, SUCCESSORS AND ASSIGNS.** Neither Party may assign, or transfer any rights or duties set forth in this Agreement without the express written authorization of the



other Party. District shall not sublease the Leased Premises without the express written authorization of USU. Neither this Agreement, or the leasehold estate, or any interest of District hereunder in the Leased Premises or any Improvements thereon shall be subject to involuntary assignment, transfer, or sale, nor to any assignment, transfer, or sale by operation of law in any manner whatsoever. Any such attempted assignment, transfer, or sale shall be void and of no effect. Without limiting the generality of the foregoing provisions, District covenants and agrees that if any proceedings under the Bankruptcy Act, or any amendment thereto, be commenced by or against District, and, if against District, said proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan of reorganization, or in the event District be adjudged insolvent or make an assignment for the benefit of its creditors, or if a writ of attachment or execution be levied on the leasehold estate hereby created and be not released or satisfied within forty-five (45) days thereafter, or if a receiver be appointed in any proceeding or action to which District is a party with authority to take possession or control of the Leased Premises or the business conducted thereon by District and such receiver be not discharged within a period of forty-five (45) days after their appointment, any such event or any involuntary assignment prohibited by the provisions of this Section 12 shall be deemed to constitute a breach of this Agreement by District. Upon such a breach, USU may, at its discretion and with written notice, terminate this Agreement and all rights of District provided by this Agreement in and to the Leased Premises, including all rights of any persons claiming under District, and retake possession thereof.

**13. WAIVER.** District covenants and agrees that if USU fails or neglects, for any reason, to take advantage of any of the terms hereof providing for the termination of this Agreement or for the termination or forfeiture of the estate hereby demised, or if USU, having the right to declare this Agreement terminated or the estate hereby demised, terminated, or forfeited, shall fail so to do, any such failure or neglect of USU shall not be or be deemed or be construed to be a waiver of any cause for the termination of this Agreement or for the termination or forfeiture of the estate hereby demised subsequently arising, or as a waiver of any of the covenants, terms, or conditions of this Agreement, or of the performance thereof. None of the covenants, terms, or conditions of this Agreement can be waived except by the express written consent of the Parties.

**14. INSPECTION OF PREMISES.** USU shall be entitled, at all reasonable times, to go on and into the Leased Premises for the purposes of inspecting the said premises and inspecting the performance by District of the terms and conditions of this Agreement.

**15. USU'S DEFENSE OF ACTIONS.** If District is required to defend any action or proceeding pursuant to any such occurrence to which the USU is made a part, USU shall be entitled to appear, defend, or otherwise take part in the matter involved at its election by counsel of its own choosing, providing such action by USU does not limit or make void any liability of any insurer of the Parties hereunder in respect to the claim or matter in question.

**16. TERMINATION OF LEASE AS TO EXCESS PROPERTY.** In the event, and any time during the Term of this Agreement, District and the leasehold mortgagee shall jointly determine that the portion of the Leased Premises upon which District has not constructed improvements of a substantial nature are not required for use and occupancy by District, District and the leasehold mortgagee shall so notify USU in writing, describing by meets and bounds, of the excess property. USU shall thereupon have the right, but not the obligation, to terminate this Agreement as to said property described. Rent for the land not so returned shall be reduced in the proportion that the land returned bears to the total area originally leased hereunder.



## **17. DESTRUCTION; CONDEMNATION.**

**17.1. Destruction.** If, at any time prior to the expiration of the Term of this Agreement, there shall be a partial or total destruction of the Improvements on the Leased Premises from any cause, the Leased Premises shall be restored to a safe condition forthwith, and the District shall, subject to District's mortgagee's approval (if applicable), either:

(a) Diligently restore and rehabilitate said Improvements, District to be entitled to pay the cost of such restoration and rehabilitation out of the proceeds received from the insurance; or

(b) Within ninety (90) days after such destruction notify USU of its election to terminate this Agreement and surrender the Leased Premises to USU, in which event District shall: 1) diligently restore the land as nearly as possible to the condition existing prior to the construction of said Improvements; 2) make, execute, acknowledge, and deliver to USU any documents necessary conveying to USU all right, title and interest herein granted to District in and to the Leased Premises; and 3) thereupon redeliver the land to the USU in a neat and clean condition. District shall be entitled to pay the cost of such restoration of the land out of any proceeds received from insurance; the balance of such proceeds shall be paid to USU as follows: two and one-half (2.5) percent shall be paid to USU for each of the years or fractional year which shall have expired after the date of the execution of this Agreement. The remainder of such proceeds shall be paid to District. Notwithstanding any such termination, District shall fully perform any obligation under this Agreement (except the obligation of restoring and rehabilitating said Improvements and any rental installments) relating to an event occurring or circumstances existing prior to the date of termination of this Agreement, including the payment of taxes, contributions in lieu of taxes, assessments, or any charges which District is obligated to pay under the terms of this Agreement which may be a lien upon the Leased Premises at the date of termination.

**17.2. Condemnation.** If, at any time prior to the expiration of the Term of this Agreement, any action or proceeding in which the whole or part of the interest in the Leased Premises or in the Improvements is taken for any public or quasi-public purpose by any lawful authority through exercise of the power of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof ("Condemnation Proceeding"), then this Agreement shall automatically terminate as of the date of the taking and the entire award resulting therefrom shall be divided as follows: (i) there shall first be paid to USU so much of the award which is for or attributable to the value of the Leased Premises; (ii) there shall next be paid to any Qualified Mortgagee so much of the balance of such award as shall equal the unpaid principal indebtedness secured by the District with interest thereon at the rate specified therein to the date of payment (such payments to be made in order of lien priority and *pari passu* to the Qualified Mortgagee with liens of the same priority); and (iii) subject to rights of any Qualified Mortgagee, District shall receive the balance, if any, of the award. Each of the parties shall execute all documents that may be reasonably required to facilitate collection by them of such awards. If, during the Term, a Condemnation Proceeding results in a taking of less than substantially all of the Leased Premises or the Improvements, then, if requested by the District in writing within thirty (30) days of the termination of this Agreement, USU and District will enter into good faith negotiations relating to a new ground lease agreement drawn to any remaining portion of the Leased Premises or Improvements.

## **18. DEFAULT PROVISIONS.**

**18.1. Events of Default.** The following events are hereby defined as "*Events of Default*":



(a) The failure of District to pay any installment of rent or any other payments or deposits of money as herein provided or required when due, and the continuance of such failure for a period of thirty (30) days after notice thereof in writing;

(b) The failure of District to perform any of the other covenants, conditions, and agreements of this Agreement on the part of District to be performed, and the continuance of such failure for a period of sixty (60) days after notice in writing thereof from USU to District (which notice shall specify the respects in which USU contends that District has failed to perform any of such covenants, conditions and agreements) unless, with respect to any default which cannot be cured within sixty (60) days, District, or any person holding by, through, or under District, in good faith, promptly after receipt of such written notice, shall have commenced, and thereafter continue diligently to prosecute, all action necessary to cure such default;

(c) the filing of an application by District for a consent to the appointment of a receiver, trustee, or liquidator of itself or of all of its assets;

(d) the filing by District of a voluntary petition in bankruptcy, or the filing of a pleading in any court of record admitting in writing its inability to pay its debts as they come due;

(e) the making by District of a general assignment for the benefit of creditors;

(f) the filing by District of an answer admitting the material allegations of, or its consenting to, or defaulting in answering, a petition filed against it in any bankruptcy proceeding; and

(g) the entry of an order, judgment, or decree by any court of competent jurisdiction, adjudicating District a bankrupt, or appointing a receiver, trustee, or liquidator of it or all its assets, and such order, judgment, or decree continuing unstated and in effect for any period of sixty (60) consecutive days.

**18.2. Remedies in Event of Default.** USU may treat any one or more of the Events of Default as a breach of this Agreement, at its option, by serving written notice by certified mail on District at the last known addresses of which USU shall have received notice in writing. USU shall have, in addition to all other remedies provided by law, one or more of the following remedies:

a) USU may terminate this Agreement, in which event USU may forthwith repossess the Leased Premises and Improvements and be entitled to recover forthwith as damages a sum of money equal to the value of the rent and other sums provided to be paid by District for the balance of the stated Term of this Agreement (less the rental value of the Leased Premises and Improvements received for said period in the event said land and improvements are re-rented) and any other sum of money and damages due or to become due to USU from District.

b) USU may terminate District's right of possession and may repossess the Leased Premises and assume possession of the Improvements by forcible entry and detainer suit or otherwise without demand or notice of any kind to District (except as expressly provided) and without terminating this Agreement, in which event USU may, but shall be under no obligation so to do, relet all or any part of such property for such rent and upon such terms as shall be satisfactory to USU (including the right to relet the Leased Premises and Improvements for the term greater or lesser than the remaining under the stated term of this Agreement and the right to relet the Leased Premises and Improvements as a part of a larger area and the right to change the character or premises). For the purpose of such reletting, USU may



make any repairs, changes, alterations, or additions in or to the Leased Premises and Improvements that may be necessary or convenient. If USU shall fail or refuse to relet the premises, or if the Leased Premises and Improvements are relet and a sufficient sum is not realized from such reletting after paying all of the costs and expenses of such repairs, changes, alterations, additions, and the expenses of such reletting and collection of the rent accruing therefrom to satisfy the rent above provided to be paid, then District shall pay to USU, as damages, a sum equal to the amount of the rent reserved in this Agreement for such period or periods, or, if the premises have been let, District shall satisfy and pay any such deficiency upon demand. District agrees that USU may file suit to recover any sums falling under the terms of this paragraph, and any suit or recovery of any portion due to USU hereunder shall be no defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of USU.

c) USU may take possession of the Leased Premises, including all Improvements, and pay and fully discharge any mortgages or outstanding loans or obligations. Upon such payment, USU would be the sole owner of the real property and all Improvements thereon.

d) Upon the termination of this Agreement, or upon the termination of District's right of possession, whether by lapse of time or at the option of USU, District will, at once, surrender possession of the Leased Premises and Improvements to USU and remove all effects therefrom. If such possession be not immediately surrendered, USU may forthwith re-enter the Leased Premises and Improvements and repossess itself thereof as of its former estate and remove all persons and their effects using such force as may be necessary without being deemed guilty of any manner or trespass or forcible entry or detainer.

**18.3.** Notwithstanding any provisions set forth herein, District shall receive written notice of default and may exercise a reasonable period to cure any default of District under this Agreement to avoid the harsh remedy of termination and reversion of title of improvements to USU.

## **19. COVENANTS OF TITLE AND AUTHORITY; OTHER WARRANTIES**

**19.1. USU Warranties.** USU represents and warrants as follows:

a) Authority. USU has full right and lawful authority to enter into and perform the obligations of USU under this Agreement for the full Term hereof.

b) Title. USU has a sufficient fee interest in the Leased Premises, free of liens, encumbrances, or security interests, to enable it to enter into this Agreement with District. The execution of this Agreement and the performance required hereunder have been duly authorized by the necessary action of appropriate governing bodies of USU; and USU will defend the same, at USU's expense, against all claims of any right, title, or interest adverse to or in conflict with said title. USU does not warrant the condition of the Leased Premises or the suitability of the Leased Premises (including, without limitation, soils, water table, drainage, and other such matters) for the construction of District's Facilities or any other improvements thereon; and District accepts the Leased Premises "as is," subject only to the express obligations of this Agreement. USU agrees to make available to District, without charge, all tests and test results in USU's possession relating to soils, water table, drainage, and other such matters with respect to the Leased Premises; provided, however, that such tests shall be made available without any warranty or representation or liability, whatsoever, to the USU, and District shall be solely responsible for its use or reliance, if any, of or upon said tests.

**19.2. District Warranties.** District represents and warrants as follows:



a) Entity. District is a government entity duly organized and validly existing under the laws of the State of Utah.

b) Authority. District has the full right and lawful authority to enter into and perform the obligations of District under this Agreement for the full Term hereof; the execution of this Agreement and the performance required hereunder have been duly authorized by all necessary parties; and the party executing this Agreement has been authorized to do so.

**20. DELIVERY OF POSSESSION OF PREMISES**. USU agrees to deliver possession of the Leased Premises to District upon delivery of a fully executed copy of this Agreement by USU to District, and, if the Leased Premises are at such date occupied by any person, whether under claim of right emanating from USU or otherwise, USU shall, at its sole cost and expense, remove any such person from the Leased Premises.

**21. DISTRICT'S FIXTURES AND PERSONAL PROPERTY**. District, at any time when District is not in default hereunder, may (or upon termination of this Agreement if so requested in writing by USU shall) remove from the Leased Premises any fixtures, personal property, or equipment installed thereon by District, whether or not such are fastened to the Improvements located upon the Leased Premises and regardless of the manner in which they are fastened; provided, however, that under no circumstances shall any fixture be removed without USU's prior written consent if: (a) such fixtures or equipment are used in the operation of any Improvements; or (b) the removal thereof would result in impairing the structural strength of any Improvements upon the Leased Premises. District shall fully repair any damage occasioned by the removal of any such fixtures and shall leave the Improvements in good, clean, and neat condition.

**22. MEMORANDUM OF LEASE**. This Agreement shall not be recorded, but USU and District agree to execute a Memorandum of Lease containing the name of the Parties, the legal description of the land, and the term of the Agreement.

**23. NOTICE**. Any notice given under this Agreement must be in writing and must be sent by registered or certified mail to the last address of the Party to whom notice is to be given as designated by such part in writing. Notice shall be deemed to have been given upon the date of mailing. USU designates its addresses and contacts as:

For Financial or Contract Matters:  
Utah State University  
1445 Old Main Hill  
Logan, Utah 84322  
Attn: Vice President of Business and Finance

For Construction Matters:  
Facilities Planning, Design, and Construction  
6605 Old Main Hill  
Logan, UT 84322-6605

District hereby designates its address and contact as:

Uintah School District



Superintendent  
826 South 1500 East,  
Naples, Utah 84078

**24. MISCELLANEOUS.**

**24.1. Choice of Law and Venue.** The Agreement will be governed by the laws of the State of Utah without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

**24.2. Benefit.** Except as otherwise provided in this Agreement, no term or provision of this Agreement, or the Exhibits hereto, are intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors or assigns.

**24.3. Remedies.** All remedies hereinbefore and hereafter conferred upon USU shall be deemed cumulative and no one exclusive of the other or any other remedy conferred by law.

**24.4. Time of the Essence.** Time is to be of the essence of this Agreement and of each covenant, term, condition, and provision hereof.

**24.5. Government Records and Management Act.** District and USU acknowledge that each Party is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within each Parties' possession or control, including without limitation, the Agreement, may be subject to public disclosure; and that the Parties' confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to a Party that the other Party believes should be protected from disclosure must be accompanied by a written claim of confidentiality with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, the Parties may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to the Parties' employees, attorneys, accountants, consultants, and other representatives on a need-to-know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

**24.6. Governmental Immunity.** It is understood and agreed that no terms and conditions in this contract shall be construed to create or establish any general financial obligation for a deficiency judgment against the State of Utah and/or USU. District and USU further acknowledge that each Party is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended ("Immunity Act"). Nothing in the Agreement shall be construed as a waiver by either Party of any protections, rights, or defenses applicable to either Party under the Immunity Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of USU to incur by contract any liability for the operations, acts, or omissions of Lessee or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of USU contained in the Agreement are subject to the Immunity Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of USU. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect, or consequential damages, shall be void and unenforceable.



**24.7. Attorneys' Fees.** If either Party institutes any action or proceeding against the other to enforce any provision of this Agreement, the non-prevailing Party shall reimburse the prevailing Party for all reasonable costs and expenses incurred by the prevailing Party in the performance of this Agreement, including court costs, expenses, and reasonable attorneys' fees.

**24.8. Assignment.** Neither Party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.

**24.9. Relationship of Parties.** In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties, and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other.

**24.10. Headings and Terms.** No headings in this Agreement affects its interpretation. Whenever the context so requires, the neuter gender shall include the masculine and the feminine and the singular number shall include the plural.

**24.11. Amendment and Supplement.** Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

**24.12. Merger.** This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

**24.13. Severability.** The provisions of this Agreement are severable. If any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, then such invalidity or unenforceability shall not, in any way, affect the validity or enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, District and USU each caused this Agreement to be executed and delivered by its duly authorized representative to be effective as of the Effective Date.

UTAH STATE UNIVERSITY

UINTAH SCHOOL DISTRICT

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

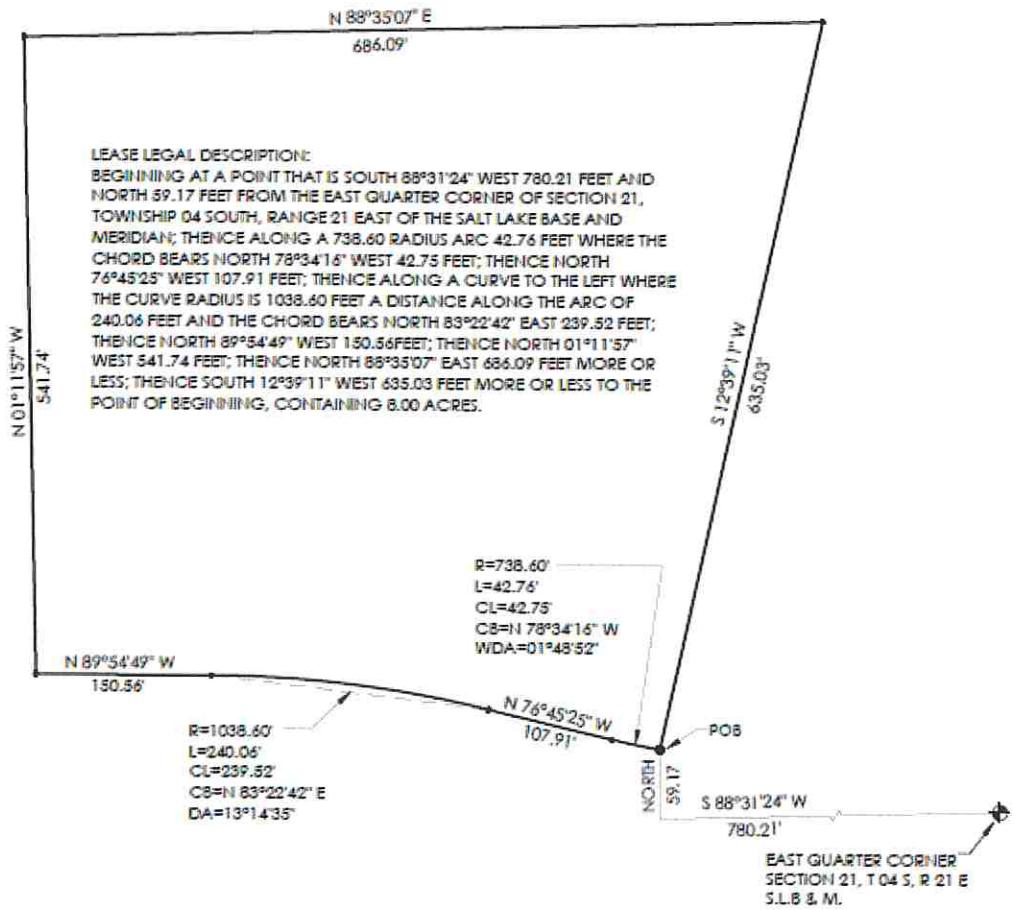
**EXHIBIT A: LEASED PREMISES**



SCALE: 1"=100'



## EXHIBIT A: LEASED PREMISES (CONTINUED)





## EXHIBIT B

### LEASE AGREEMENT Uintah Basin Early Childhood Education Center

This Lease (the "Lease") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between the Uintah School District ("Landlord") and Utah State University ("Tenant"). Tenant and Landlord may be referred to hereafter individually as "Party" and collectively as "Parties."

WHEREAS, the Parties have previously entered into a certain Ground Lease dated \_\_\_\_\_, 20\_\_\_\_ ("Ground Lease") relating to the Uintah Basin Early Childhood Education Center;

WHEREAS, Landlord desires to lease certain premises to Tenant in connection with the Ground Lease;

Whereas, the Utah Interlocal Cooperation Act ("UICA") as found in U.C.A. §11-13-101 *et. seq.* sets forth a framework for public agencies to enter into agreements, as specifically contemplated in U.C.A. §53B-18-202; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and in keeping with the concepts outlined in the UCIA, said Parties covenant, promise and agree with each other as follows:

#### Basic Terms

The following Basic Terms are applied under and governed by the particular section(s) in this Lease pertaining to the following information:

Landlord Point of Contact:	VP for Finance & Administrative Services
Landlord Address:	1445 Old Main Hill, Logan Utah 84322
Tenant Point of Contact:	Superintendent
Tenant Address:	826 South 1500 East, Naples, Utah 84078
Premises:	Approximately 1355 square feet, in the Uintah Basin Early Childhood Education Center, as illustrated in <b>Exhibit 1</b> (" <u>Premises</u> ")
Rental Term Commencement Date:	____ (" <u>Rental Term Commencement Date</u> ")
Initial Term Expiration Date:	(" <u>Initial Term Expiration Date</u> ")

#### 1. Premises.

1.1. Lease of Premises. In consideration of the mutual covenants this Lease describes and other good and valuable consideration, Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, upon and subject to the terms, covenants and conditions set forth in this Lease. The Premises are more particularly described in Exhibit A, the entirety of which is incorporated by reference herein.

1.2. Subletting. Tenant shall not sublet the whole or any part of the Premises without first obtaining the prior written consent of Landlord.

1.3. Condition of the Premises. Tenant has previously inspected the Premises and accepts the Premises in "as-is" condition. Tenant shall be responsible for any costs associated with Tenant's improvements within the Premises. Tenant shall supply Landlord with a space plan for approval of any demolition or Tenant improvements, which approval shall not be unreasonably withheld and shall be



reviewed immediately upon receipt of Landlord. Any and all space planning shall be performed by Tenant's architect and coordinated with Landlord.

**1.4. Personal Property.** Tenant shall furnish, at its own expense, all personal property to be used by Tenant in the Premises.

**1.5. Access to the Premises.** Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Landlord shall have access to the Premises at all reasonable times during Tenant's normal business hours and upon not less than twenty-four (24) hours prior notice (except in the event of emergency), to enable Landlord (i) to examine the same and to make such repairs, additions, and alterations as Landlord may be permitted to make hereunder; and (ii) to show the Premises to prospective tenants, mortgagees, and purchasers.

**1.6. Parking.** Tenant shall have the ability to park in any and all parking areas associated with and serving the Premises to the extent such parking areas are not designated as reserved or ADA parking.

**1.7. Liens.** Tenant shall not permit any liens to be filed against the Premises on account of the furnishing of any labor, material or supplies, or for any other cause or reason. In the event liens are filed, then Tenant shall promptly cause the same to be released, bonded, or satisfied in full within ten (10) days of the date of such filing.

**1.8. Quiet Enjoyment.** Tenant shall peaceably and quietly hold and enjoy the Premises during the full Rental Term hereof.

**1.9. Signage.** Beginning on the Effective Date of this Lease, Tenant shall have the right to place professionally prepared signage containing Tenant's trade name, upon Landlord's prior written consent, on the entry doorways to the Premises and the outside of the building(s) of which the Premises is a part. Upon the removal of the signs at the end of the Rental Term, Tenant shall make all necessary repairs to return the building and monuments to their original conditions prior to the installation of signs, reasonable wear and tear excepted.

## **2. Term.**

**2.1. Rental Term.** The term of this Lease shall commence upon the Rental Term Commencement Date and shall terminate on the Initial Term Expiration Date, and thereafter shall be leased on a month-to-month basis with Tenant having the ability to terminate the lease with thirty (30) days written notice ("Rental Term"). Landlord shall deliver possession of the Premises to Tenant in "as is" condition for preparation, cleaning, and general setup on the Rental Term Commencement Date.

**2.2. Expiration of Rental Term.** Upon the expiration or earlier termination of this Lease, Tenant shall quit and surrender to Landlord the Premises in the same condition as delivered to Tenant on the Rental Term Commencement Date, ordinary wear and tear excepted. All Tenant improvements shall be surrendered by Tenant at the expiration of the Rental Term and become the property of Landlord. Tenant shall NOT be required to remove any Landlord-approved Tenant improvements.

## **3. Rent and Other Payments.**

**3.1. Rent.** Rent for the Rental Term shall be waived in lieu of the waived rent, as set forth in the Ground Lease. No additional rental payment shall be due to the Landlord.

**3.2. Utilities.** Tenant shall pay for all telephone and data charges to the Premises. All other utilities and operating expenses are included in monthly Rent payments.

**4. Maintenance and Repairs.** Tenant has previously inspected the Premises and accepts the Premises in "as-is" condition. During the Rental Term, Tenant agrees to keep and maintain the interior of the Premises in a clean and orderly condition. Landlord represents that the electrical system, HVAC system, plumbing system, fire sprinkler and alarm systems (if required by local fire code), lighting fixtures, and physical structure of the Premises are in good working order. Landlord shall, at all times at its sole cost and expense, keep and maintain the Premises in good condition, order and repair, including



the parking lot, roof, foundation and structural portions of the Premises, as well as the mechanical, electrical, HVAC and other utility systems servicing the Premises, unless such repairs are necessitated by the acts, omissions or negligence of Tenant, its agents, employees, or contractors.

**5. Hazardous Materials.** "Hazardous Substance" shall mean all substances, materials and wastes that are or become regulated, or classified as hazardous or toxic, under any Environmental Law. Tenant agrees not to maintain, keep, store, or permit the maintenance or storage of any dangerous, flammable, or hazardous material on the Premises (other than reasonable and customary amounts as permitted under existing fire and safety rules and regulations) and further agrees to comply with all fire and safety rules and regulations, provided such compliance does not require Tenant to install or modify any fire protection, fire detection, or fire alarm systems in the Premises. Any such installations or modifications shall be the sole responsibility of Landlord. Landlord shall be responsible for removal of any Hazardous Substances that exists at the Premises prior to the Rental Term Commencement Date or any that Landlord has or does install at the Premises. If any Hazardous Substance is found to exist, and Landlord fails to promptly remove any existing hazardous materials or conditions in any portion of the Premises prior to the Rental Term Commencement Date, Tenant shall be granted the option of (a) terminating this Lease in its entirety, or (b) terminating only those portions that are affected, and shall be released of all Lease obligations associated therewith. After reasonable inquiry, Landlord is not aware of any existing Hazardous Substances within the Premises.

**6. Casualty.** If all or any part of the Premises shall be damaged or destroyed by fire, earthquake or other casualty so as to render the Premises untenable in Tenant's reasonable opinion, then this Lease shall terminate, at the written option of Landlord or Tenant, from the date of such casualty, and upon such notice Tenant shall at once surrender the Premises and all interest therein to Landlord, and shall not be liable for any further payments of Rent as of the date of such casualty. Any portion of the Rent applicable to the time period after the date of such casualty shall be refunded to Tenant.

**7. Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, pandemic or epidemic, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease in the event it is prevented from so performing by pandemic or epidemic, strike, lockout, breakdown, accident, act of terrorism, order or regulation of or by any governmental authority or failure to supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war, pandemic, epidemic, or other emergency or for any other cause beyond its reasonable control.

**8. Governmental Approvals.** In the event any governmental authorities require Tenant to (i) make modifications to the Premises so that Tenant can conduct business at the Premises, or (ii) obtain licenses or permits, and the costs for such modifications or licenses and permits exceed a cumulative total of Two Thousand Dollars (\$2,000.00), then Tenant shall have the right to terminate this Lease by giving written notice to Landlord. In the event Tenant so elects to terminate this Lease, Landlord shall refund to Tenant all Rent and deposits (if any) paid to Landlord. Landlord may, however, elect to pay all costs above the amount of Two Thousand Dollars (\$2,000.00), in which event Tenant's notice of termination shall be void, provided Landlord notifies Tenant in writing of such election no later than two (2) days following Landlord's receipt of Tenant's notice of termination.



**9. Insurance.**

**9.1. Landlord's Insurance.** Landlord shall maintain such available fire and extended coverage insurance and other casualty insurance coverage as Landlord deems advisable to insure against "Causes of Loss—Special Form" in respect to the Buildings and related improvements within the Premises, including at its option, but not limited to, average clauses, additional extended coverage, boiler insurance, elevator insurance, and automatic sprinkler damage insurance. Landlord may require appropriate endorsements suitable to Landlord. Landlord shall initially pay the premiums for such coverages, Landlord's fire and casualty insurance on building need not cover items such as Tenant's murals, works of art, or abnormal decorative treatments.

**9.2. Tenant Insurance.** Tenant carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Lease shall require Tenant to carry different or additional insurance, and any obligations of Tenant contained in the Lease to name a party as additional insured shall be limited to naming such party as additional insured with respect to Tenant's negligent acts or omissions.

**10. Liability.** Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Lease. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Lease, whether grounded in tort (including negligence), strict liability, contract, or otherwise. Nothing in this Lease shall waive or limit each party's protections under the Utah Governmental Immunity Act.

**11. Default.** In the event Tenant shall be in default in the payment of any installment of Rent herein reserved more than five (5) days after the due date of such installment, or in the event Tenant shall be default in the performance of any other of the terms, covenants, conditions or provisions herein contained binding upon Tenant after Landlord has given Tenant fifteen (15) days prior written notice of such non-performance, Landlord shall have the right (in addition to all other rights and remedies provided by law) to terminate this Lease, to re-enter and take possession of the Premises, peaceably or by force, and to remove any property therein, without liability for damage to, and without obligation to store, such property. In the event Landlord shall default in the performance of any of the terms (unless cure requires more than fifteen (15) days), covenants, conditions or provisions herein contained binding upon Landlord after Tenant has given Landlord fifteen (15) days prior written notice of such non-performance, Tenant shall have the right (in addition to all other rights and remedies provided by law) to terminate this Lease.

**12. Miscellaneous**

**12.1. Choice of Law and Venue.** The Lease will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Lease shall be exclusively in the State of Utah.

**12.2. Government Records and Management Act.** Each Party acknowledges that the other Party is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within each Parties' possession or control, including without limitation, the Lease, may be subject to public disclosure; and that the Parties' confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to a Party that the other Party believes should be protected from disclosure must be accompanied by a written



claim of confidentiality with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Lease, the Parties may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to the Parties' employees, attorneys, accountants, consultants, and other representatives on a need-to-know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Lease.

**12.3. Governmental Immunity.** Each Party further acknowledge that the other Party is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Lease shall be construed as a waiver by either Party of any protections, rights, or defenses applicable to either Party under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of Tenant to incur by contract any liability for the operations, acts, or omissions of Landlord or any third party and nothing in the Lease shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Lease, any indemnity obligations of Tenant contained in the Lease are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of Tenant. Any limitation or exclusion of liability or remedies in the Lease for any damages other than special, indirect, or consequential damages, shall be void and unenforceable.

**12.4. Attorneys' Fees.** If either Landlord or Tenant institutes any action or proceeding against the other to enforce any provision of this Lease, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and expenses incurred by the prevailing party in the performance of this Lease, including court costs, expenses and reasonable attorneys' fees.

**12.5. Notice.** Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed in the opening clause of this Lease.

**12.6. Assignment.** Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.

**12.7. Time of the Essence.** Time is of the essence with respect to the performance of each, every, and all of the terms, conditions, promises and provisions of this Lease.

**12.8. Relationship of Parties.** In assuming and performing the obligations of this Lease, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

**12.9. Headings.** No headings in this Lease affect its interpretation.

**12.10. Amendment and Supplement.** Any amendment and/or supplement of this Lease shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Lease and shall have the same legal effect as this Lease.

**12.11. Merger.** This Lease embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

**12.12. Severability.** The provisions of this Lease are severable, and in the event that any provision of this Lease shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, Landlord and Tenant each caused this Lease to be executed and delivered by its duly authorized representative to be effective as of the Effective Date.



UTAH STATE UNIVERSITY

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT "1"**

<<INSERT DESCRIPTION AND ILLUSTRATION OF PREMISES>>

## Uintah School District

# Memo

**To:** USD Board of Education  
**From:** Jason Johnson, Business Administrator  
**Date:** March 30, 2023  
**Re:** Purchases over \$50k

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PO #23000531 Nuvve Holding Corp.

The Transportation Department will be purchasing chargers for our electric school buses as part of the overall charging stations that will follow. This vendor is on State Contract. Funding for this purchase will come from the 2022 EPA Clean School Bus Rebate and also from the Utah Department of Air Quality. The total cost is \$251,966.76.

**Purchase Order**  
**UINTAH SCHOOL DISTRICT**  
826 South 1500 East, Naples, UT 84078  
PHONE (435) 781-3100 • FAX (435) 781-3107

The number below must appear on all related correspondence, invoices accepted from original vendor only

**PO# 23000531**

**DATE: 03/15/23**

PAGE NO: 1 OF 1

VENDOR: 33405

REQ: 00011281

PHONE:

EMAIL:

BUYER: DISTRICT OFFICE

SHIP TO: TRANSPORTATION DEPARTMENT

UINTAH SCHOOL DISTRICT  
826 SOUTH 1500 EAST  
NAPLES UT 84078

NUVVE HOLDING CORP.  
24488 HISTORIC DECATUR ROAD, SUITE 200  
SAN DIEGO CA 92106

VENDOR ACCOUNT:

CONTACT: PURCHASING AGENT (435) 781-3100

SITE: UNTAH SCHOOL DISTRICT

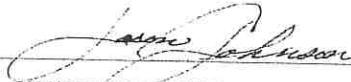
CONTRACT NO: PD3976

SPECIAL INSTRUCTIONS:

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
5.00	EA	EVSE-B-P1-H1 EVSE NUVVE POWERPORT 19KW L2 (1 PHASE, J1772)	2,500.0000	12,500.00
5.00	EA	WTY-NV-PP STANDARD OEM WARRANTY NUVVE POWERPORT 1 (1 YEAR- INCLUDED)	.0000	.00
5.00	EA	COM-PP COMMISSIONING FOR POWER PORT - INCLUDED	.0000	.00
5.00	EA	RES-HD60-V2G PCS NUVVE RHOMBUS 60KW DC (W/O DISPENSER)	34,200.0000	171,000.00
5.00	EA	DISP-RES-CCS-GEN2 DISPENSER NUVVE RHOMBUS GEN2 (CCS)	9,800.0000	49,000.00
1.00	EA	COM-RH-1UNIT COMMISSIONING FOR NUVVE RHOMBUS DC (1ST UNIT)	1,350.0000	1,350.00
5.00	EA	SW-NV-GIVE-2Y-FREE GIVE PLATFORM SUBSCRIPTION (INCLUDED W/ RHOMBUS DC PURCHASE) - 2 YEARS	.0000	.00
5.00	EA	WTY-RH-DC STANDARD OEM WARRANTY NUVVE RHOMBUS DC (2 YEARS) - INCLUDED	.0000	.00
4.00	EA	COM-RH-OVR1UNIT COMMISSIONING FOR NUVVE RHOMBUS DC (DISCOUNTED FROM 2ND UNIT PER SITE)	500.0000	2,000.00
5.00	EA	PDSTL-NV-PP-1MNT NUVVE POWERPORT SINGLE MOUNT PEDESTAL	800.0000	4,000.00
5.00	EA	WIFI-NV-PP-1MOUNT WIFI MODULE FOR NUVVE POWERPORT SINGLE MOUNT PEDESTAL	200.0000	1,000.00
5.00	EA	SW-NV-GIVE-3Y GIVE PLATFORM SUBSCRIPTION - 3 YEARS	680.0000	3,400.00
5.00	EA	EWTY-NV-PP EXTENDED OEM WARRANTY NUVVE POWERPORT (3 YEARS)	440.0000	2,200.00
1.00	EA	INST-SHPNG SHIPPING	5,516.7600	5,516.76
TOTAL:				251,966.76
***** For UNTAH SCHOOL DISTRICT use only 10.500.23.5315.2700.730      251,966.76				

**INVOICING INSTRUCTIONS**

Send invoices to the address printed at the top of this form.  
Show purchase order number on all invoices.

  
SIGNATURE OF PURCHASING AGENT



2488 Historic Decatur Rd. Suite #200  
San Diego  
California 92106  
United States

Quote Number	Q-00587	Prepared By Name	Rawah Baker
Quote Created Date	12/20/2022	Prepared By Phone	(619) 203-6628
Expiration Date	4/4/2023	Prepared By Email	ralgaouni@nuvve.com
Shipping Terms	FCA (Incoterms 2020) shipping point		
Account Name	Uintah County School District No. 4		
Description	(5) 60kW DCFC-V2G Includes 2 years Give software platform subscription (5) 19.2kW AC- Smart charger Options included: WIFI, Pedestal and 3 years Give software platform subscription, extended warranty Installation and taxes not included Sourcewell contract ID# 173740 District is tax-exempt Lead time 3-5 weeks		
Bill To Name	Uintah County School District No. 4	Ship To Name	Uintah County School District No. 4
Bill To	826 South 1500 East, Naples Utah 84078 United States	Ship To	826 South 1500 East, Naples Utah 84078 United States

Product	Product Code	List Unit Price	Unit Sales Price	Quantity	Total price
EVSE Nuvve PowerPort 19kW L2 (1 phase, J1772)	EVSE-B-P1-H1	\$2,500.00	\$2,500.00	5.00	\$12,500.00
Standard OEM Warranty Nuvve PowerPort (1 year)	WTY-NV-PP	Included	Included	5.00	\$0.00
Commissioning for PowerPort	COM-PP	Included	Included	5.00	\$0.00
PCS Nuvve Rhombus 60kW DC (w/o dispenser)	RES-HD60-V2G	\$34,200.00	\$34,200.00	5.00	\$171,000.00
Dispenser Nuvve Rhombus GEN2 (CCS)	DISP-RES-CCS-GEN2	\$9,800.00	\$9,800.00	5.00	\$49,000.00
Commissioning for Nuvve Rhombus DC (1st unit)	COM-RH-1UNIT	\$1,350.00	\$1,350.00	1.00	\$1,350.00
GIVE Platform Subscription (included w/ Rhombus DC purchase) - 2 years	SW-NV-GIVE-2Y-FREE	Included	Included	5.00	\$0.00

Product	Product Code	List Unit Price	Unit Sales Price	Quantity	Total price
Standard OEM Warranty Nuvve Rhombus DC (2 years)	WTY-RH-DC	Included	Included	5.00	\$0.00
Commissioning for Nuvve Rhombus DC (discounted from 2nd unit per site)	COM-RH-OVR1UNIT	\$500.00	\$500.00	4.00	\$2,000.00
Nuvve PowerPort Single Mount Pedestal	PDSTL-NV-PP-1MNT	\$800.00	\$800.00	5.00	\$4,000.00
WiFi module for Nuvve PowerPort Single Mount Pedestal	WIFI-NV-PP-1MOUNT	\$200.00	\$200.00	5.00	\$1,000.00
GIVE Platform Subscription - 3 years	SW-NV-GIVE-3Y	\$680.00	\$680.00	5.00	\$3,400.00
Extended OEM Warranty Nuvve PowerPort (3 years)	EWTY-NV-PP	\$440.00	\$440.00	5.00	\$2,200.00
Shipping	INST-SHPNG	\$5,516.76	\$5,516.76	1.00	\$5,516.76
					<b>SUBTOTAL:</b> \$251,966.76
					<b>TOTAL:</b> \$251,966.76

#### Terms and Conditions

Nuvve's software is licensed on a subscription basis subject to terms, conditions and pricing that may be updated from time to time. Customer understands and acknowledges that any software subscription or license included in this purchase order does not necessarily extend to future improvements upon or expansions of the software. Such improvements or expansions, including vehicle-to-grid services or monetization functionalities (which may be market-specific) may be subject to separately negotiated revenue sharing arrangements and/or additional charges quoted prior to implementation or activation.

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*Board of Education*

**Dave Chivers**, President • **Robin McClellan**, Vice President • **Todd Massey**, Member  
**Denise Maynard**, Member • **Tawnya McKee**, Member • **Harlan "Scoot" Wilkins**, Member

## Memorandum

**To:** Dave Chivers, President  
Tawnya McKee, Vice President  
USD (Uintah School District) Board Members

**From:** **Jason Johnson, Business Administrator**

**Cc:** Rick Woodford, Superintendent  
Phyllis Elgiar, Secretary

**Date:** **April 5, 2023**

**Re:** **Pro Rated SRO for Vernal City**

### **Recommendation:**

- I recommend that the Board approve the pro-rated SRO.

### **Background (rationale):**

- At the beginning of the School Year, we had serious school safety concern at VMS. Officer Young proved himself through each circumstance he was confronted with and made great decisions which helped keep our students and staff safe. We are grateful to him and Vernal City.
- At that time we asked Vernal City to leave Officer Young there at least for the duration of this school year; however, our current contract did not cover three SRO's.
- Vernal City has been a wonderful partner and has responded to all of our concerns and requests in good faith, I ask the Board to approve the Pro-Rated costs associated with having three SROs for part of the year.

### **Financial Implications:**

- This will cost \$74,625 which was not budgeted for last Summer. I will work with Vernal City Manager to agree to this price.

### **Motions:**

I make a motion to approve the additional Pro Rated cost of an additional SRO from Vernal City, in the amount of \$74,625.

Kindergarten Plan  
2023-2024

[FAQ](#)

All kindergarten classrooms will operate as full-day classrooms with parameters to accommodate children whose families choose half-day attendance. This document contains the district requirements for schools to follow when building their plans for kindergarten. Other details relating to kindergarten will be determined by each school.

1. Transportation:
  - a. All children will be bused to school at the same time each morning.
  - b. Half-day children will be bused home immediately following lunch.
2. Meals:
  - a. All children will be provided with an opportunity to eat school breakfast.
    - i. Students shall be provided with no less than 10 minutes to consume breakfast.
  - b. All children will be provided with an opportunity to eat school lunch.
    - i. Students shall be provided with no less than 20 minutes to consume lunch.
3. Instruction:
  - a. All children will be provided the opportunity to participate in core tier 1 instruction in language arts and mathematics. All children will receive CKLA skills instruction daily. The CKLA knowledge component may be taught in-part in the morning or in its entirety in the afternoon, depending on other competing variables within the daily schedule.
  - b. When time permits and only after tier-1 instruction in language arts and mathematics has been prioritized in the morning schedule, non-tier 1 instruction may be provided.
  - c. Half-day students who are in need of intervention and extra support may switch to full-day kindergarten indefinitely or for prescribed periods of time as mutually agreed upon by the parent and school. Teachers may recommend full-day participation for struggling students, but the school may not require a kindergarten student to attend full-day.
4. The School Day:
  - a. Half-day kindergarten option will be offered in the morning only.
  - b. Kindergarten will begin at 8:30 AM in all schools except at Eagle View where Kindergarten will begin at 7:45 AM.
  - c. Half-day kindergarten will end at noon in all schools except at Eagle View where half-day kindergarten will end at 11:15 AM.
5. Friday Schedule:
  - a. Half-day kindergarten will be extended to 12:45 PM on Fridays and all students will be bussed home at the same departure time.

### **Kindergarten Plan Timeline:**

~~Step 1: Draft produced~~

~~Step 2: Admin provide feedback on draft (March 21)~~

~~Step 3: Superintendent Woodford will modify draft based on feedback (March 27)~~

~~Step 4: Directors will provide feedback (March 30)~~

~~Step 5: Superintendent Woodford will modify draft based on feedback (March 31)~~

Step 6: Superintendent Woodford present draft plan to USD Board for preliminary approval (Apr 5)

Step 7: Admin will provide feedback (next Breakfast Club on April 18)

Step 8: Superintendent Woodford will use feedback to finalize draft by April 28

Step 9: Final board approval on May 10

*Board of Education*

**Dave Chivers**, President • **Tawnya McKee**, Vice President • **Todd Massey**, Member  
**Denise Maynard**, Member • **Robin McClellan**, Member

## Memorandum

**To:** Dave Chivers, President  
Tawnya McKee, Vice President  
USD Board Members

**From:** Rick Woodford

**Cc:** Jason Johnson, Business Manager  
Phyllis Elgiar, Secretary

**Date:** April 3, 2023

**Re:** Full Day Kindergarten Plan

---

Recommendation: Approve the district's kindergarten plan to begin in the fall of 2023.

**Background (rationale):** Over the past several years, Utah has provided some funding for extended-day kindergarten through an OEK (Optional Extended-Day Kindergarten) grant. Some schools in USD have received funding for OEK and others did not. This resulted in a disparity across Utah and right here in Uintah School District. Depending on what school boundaries a student lives in, he/she may or may not have had access to extended-day kindergarten. During the 2023 Utah Legislative Session, the Legislature passed HB477, which provides funding for full day kindergarten through the Weighted Pupil Unit (WPU) for all Utah elementary schools. In addition to funding full-day kindergarten, the legislation requires schools to continue to offer a half-day kindergarten option.

**Policy Implications:** None

**Personnel Implications:** The district will need to hire additional kindergarten teachers in order to implement the plan as drafted.

**Facility Implications:** We have adequate classroom space available in all of our elementary schools to implement the district's Full Day Kindergarten Plan.

*Board of Education*

**Dave Chivers**, President • **Tawnya McKee**, Vice President • **Todd Massey**, Member  
**Denise Maynard**, Member • **Robin McClellan**, Member

**Financial/Budget Implications:** HB477 provides funding through the WPU to support full-day kindergarten. We are anticipating that more than 80% of our students will participate in FDK. At a ratio of 80% FDK to 20% half-day, we will spend approximately \$185,000 above the amount we will receive through the WPU to account for the decreased student to teacher ratio in the afternoons during the first year of implementation. As more families opt in to FDK, the ratio will increase in the afternoon, which will increase the WPU funding and decrease the unfunded amount to implement this model.

Both Wasatch and Washington County School Districts have implemented FDK programs over the past few years. In both cases, they had about 80% participation in year one and increased to the mid 90's in year two. We anticipate similar participation rates here in Uintah County.

The following table shows methodology for calculating the predicted over staffing costs:

A. Predicted unweighted K Enrollment	470
B. Multiplied by predicted Full-Time election	.8
C. Equals	376
D. A less C Equals	94
E. Multiplied by weighted WPU .55 (Half-Day)	.55
F. Equals	51.7
G. D less F Equals	42.3
H. Divided by Staffing of 24 Kinder Enrollment per teacher	24
I. Equals	1.76 FTE
J. Multiplied by 100K per FTE	\$185K Predicted Over Staffing Cost

Motion: Approve the full-day kindergarten plan as drafted to begin in the fall of 2023.

*Board of Education*

**Dave Chivers**, President • **Tawnya McKee**, Vice President • **Todd Massey**, Member  
**Denise Maynard**, Member • **Robin McClellan**, Member

## Memorandum

**To:** Dave Chivers, President  
Tawnya McKee, Vice President  
USD Board Members

**From:** Les Hamilton, Activities Director UHS

**Cc:** Rick Woodford, Superintendent  
Jason Johnson, Business Manager  
Phyllis Elgiar, Secretary

**Date:** 3/31/2023

**Re:** Girls Lacrosse

---

**Recommendation:** UHS recommends the district approval of the sanctioning of Girls Lacrosse for UHSAA status.

**Background (rationale):** Coach Colton has established a thriving program under club status for the past two years and we would like to see them be able to compete at the UHSAA level.

**Policy Implications:** Might be worth looking at a policy or procedure for new athletics programs in the future.

**Personnel Implications:**

**Facility Implications:** Girls Lacrosse would use the football stadium and grass soccer field

**Financial/Budget Implications:** Girls Lacrosse Cost Analysis:

Travel costs: \$800 average per away contest x 8 to 10 away games = \$8000

Officials for home contests: \$354-\$500 depending on travel x 10 home games = \$5000

Uniform/Equipment costs: initial cost \$10000 home/away uniforms. School uniform rotation - \$5000 every 4 years.

**Coaches Stipends:** Head Coach \$5000-\$7000; Assistant \$3500-\$5000 +Benefits = \$10-\$15K



*"We inspire students to reach their full individual potential."*

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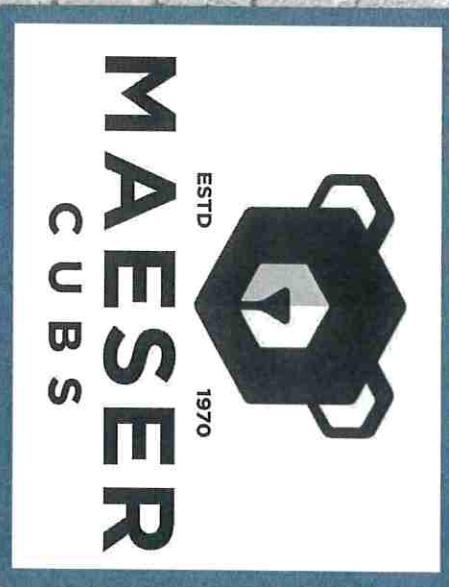
*Board of Education*

**Dave Chivers**, President • **Tawnya McKee**, Vice President • **Todd Massey**, Member  
**Denise Maynard**, Member • **Robin McClellan**, Member

Motion: Approve girls Lacrosse as a sanctioned sport at Uintah High School.

**Dr. Rick Woodford**, Superintendent • **Jason Johnson, CPA**, Business Administrator  
826 South 1500 East • Naples, UT 84078  
435.781.3100 • 435.781.3107 fax  
[www.uintah.net](http://www.uintah.net)

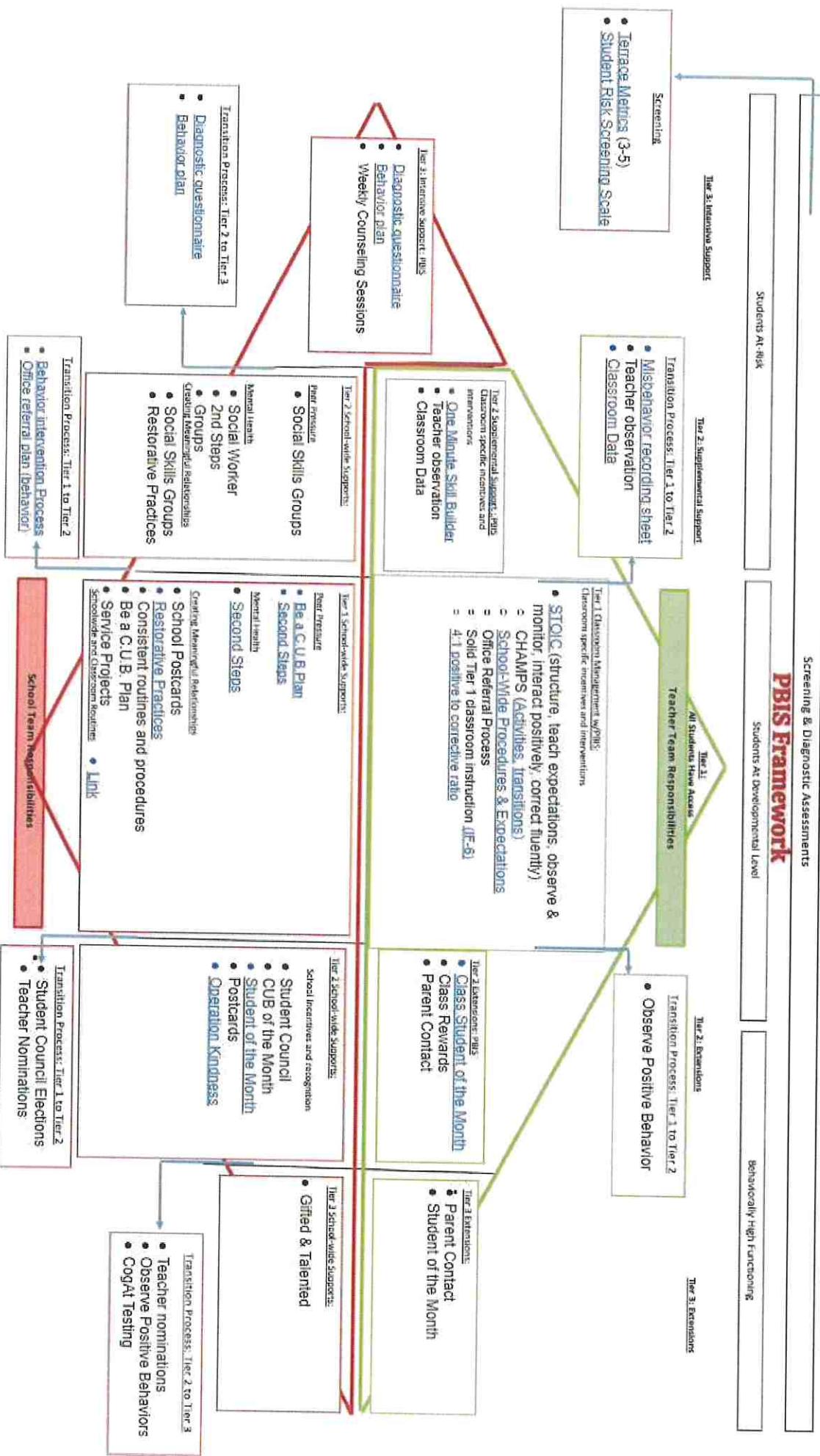
PBITS Systems





PBIS Framework

Screening & Diagnostic Assessments



# PBIS



Vision: We provide a positive and engaging learning environment where all students develop essential skills for productive citizenship and lifelong learning.

Mission: We inspire students to reach their full individual potential.

Motto: Work Hard, Be Kind  
Values: Courteous, Upbeat, Brave  
(Framework based on Randy Sprinkle's CHAMPS)

# S

STRUCTURE  
FOR SUCCESS



## Cubs' Code

- Be Safe
- Be Respectful
- Be Responsible

**School wide procedures**

- Halls
- Bathrooms
- Cafeteria
- Recess
- Assemblies
- Dress Code
- Attention signal

# T

TEACH  
EXPECTATIONS



## CHAMPS Lessons

- Teacher led
- Efficient daily schedule
- Procedure reviews

## Be a CUB Assemblies

- Principal led
- Student council skits
- Student council videos
- Teach/review rules
- Celebrate students
- Celebrate teachers/staff

# O

OBSERVE &  
COLLECT DATA



## Teacher Observation

- Visual scanning
- Auditory scanning
- Circulating
- Procedure reviews

## Data Snapshots

- Culture survey
- CHAMPS reflection
- Clicker-Positives
- OTR observations
- +/- observations

# I

INTERACT  
POSITIVELY



## Motivational Strategies

- 4:1 Pos to corrective ratio
- Class reward systems
- Goal setting strategies
- Relationship building
- 2x10 Method
- Positive postcards
- Parent interactions +/-

- "Be a C.U.B." tickets/prizes
- Courteous
- Upbeat
- Brave

# C

CORRECT  
FLUENTLY



## Teaching Strategies

- Positive Expectations
- Proximity, praise around, nonverbal redirect, etc.
- Corrective consequences

## 1 Minute Skill Builder

- Expression of affection
- Describe inappropriate behavior & appropriate behavior
- Practice
- Feedback

# S

STRUCTURE  
FOR SUCCESS



**CHAMPS**

**Classroom Management**

- Conversation
- Help
- Activity
- Movement
- Participation
- Success

**SEL Lessons**

- Social Worker led
- Whole class
- Small groups/circles

**Family Connection**

- Postcards
- Notes (class & school)
- Social Media

**Efficient daily schedule**

**Behavior Student Intervention Team**

- Problem
- Trigger
- Payoff
- Replacement behavior
- Prevention strategies
- Proactive strategies
- Correction strategies
- Data collection
- Data analysis

**Service Projects/Activities**

- Food drives
- Fundraisers
- Community Clean-up
- Candy drop
- Hot air balloon
- Art show

**School Recognition**

- Cub of the month
- Student of the month

**Office Referral Process**

STRUCTURE  
FOR SUCCESS



- Cubs' Code**
  - Be Safe
  - Be Respectful
  - Be Responsible

**School wide procedures**

- Halls
- Bathrooms
- Cafeteria
- Recess
- Assemblies
- Dress Code
- Attention signal

- CHAMPS**
  - Classroom Management
  - Conversation
  - Help
  - Activity
  - Movement
  - Participation
  - Success

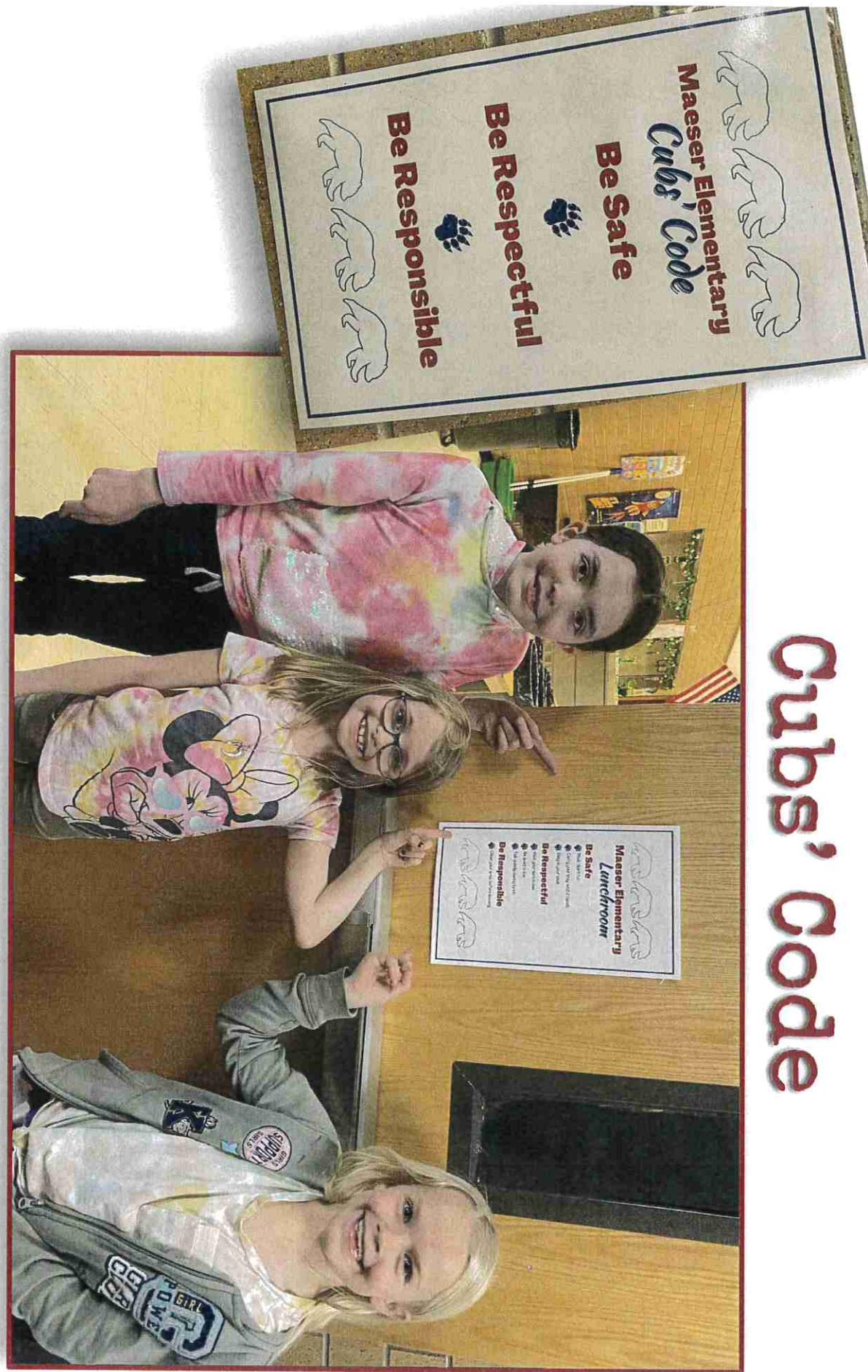
Efficient daily schedule

Structure  
for  
success

# Digital Handbook

Maeser Staff Handbook 2022-2023			
School Plans & Schedules	Work Expectations	Accidents/Injuries	
<ul style="list-style-type: none"> <li>• <a href="#">Master Schedule FY23</a></li> <li>• <a href="#">Maeser School Improvement Plan FY23</a></li> <li>• <a href="#">MTSS Charts</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">General Employee Information</a></li> <li>• <a href="#">Showing movies during school-Policy</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Procedure after an employee accident/injury</a></li> <li>◦ <a href="#">Company Nurse Injury Hotline</a></li> <li>◦ <a href="#">(888)375-0279 (Group Code: USA).</a></li> </ul>	
<ul style="list-style-type: none"> <li>• <a href="#">School-Wide Procedures</a></li> <li>• <a href="#">Before School &amp; Grade level Recess Rules</a></li> <li>• <a href="#">Breakfast/Lunch Procedures</a></li> <li>• <a href="#">Friday Lunch Process</a></li> <li>• <a href="#">Assembly Seating Chart &amp; Procedures</a></li> <li>• <a href="#">Minimum Day/Lunch Schedule</a></li> <li>• <a href="#">Dress Code</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Schedules, Rules &amp; Procedures</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Duty</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Emergency Procedures</a></li> </ul>
<ul style="list-style-type: none"> <li>• <a href="#">USD CORE Handbook</a></li> <li>• <a href="#">Indicators of Effective Schools Rubric</a></li> <li>• <a href="#">Unit 1-4 Pacing Guide</a></li> <li>• <a href="#">Unit 5-8 Pacing Guide</a></li> <li>• <a href="#">Ready &amp; Academics Protocol BOY</a></li> <li>• <a href="#">Ready Math Detailed Map</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">USD Links</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">MTSS: Behavior</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Friday</a></li> </ul>
<ul style="list-style-type: none"> <li>• <a href="#">Maeser School Song</a></li> <li>• <a href="#">School Teams</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Information</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Forms From Denise</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Staff Meetings</a></li> </ul>
			<ul style="list-style-type: none"> <li>• <a href="#">Staff Meeting Agendas</a></li> </ul>

## Cubs' Code



# CHAMPS (Activities & Transitions)

Transition: Entering the classroom in the morning

C	Students will talk in a quiet indoor voice.
H	Students will ask questions directly to teacher if not busy, or ask 2 others if busy
A	Students will take provided activity to desk and begin working or will silent read
M	Students will fill water bottles, sharpen pencils, and use the restroom before 2nd bell
P	If all tasks are accomplished students should silent read or do bell work
S	When students are prepared and ready for transition

## Conversation

What's my volume level?

## Help

How should I ask for help?

## Activity

What is my objective today?

## Movement

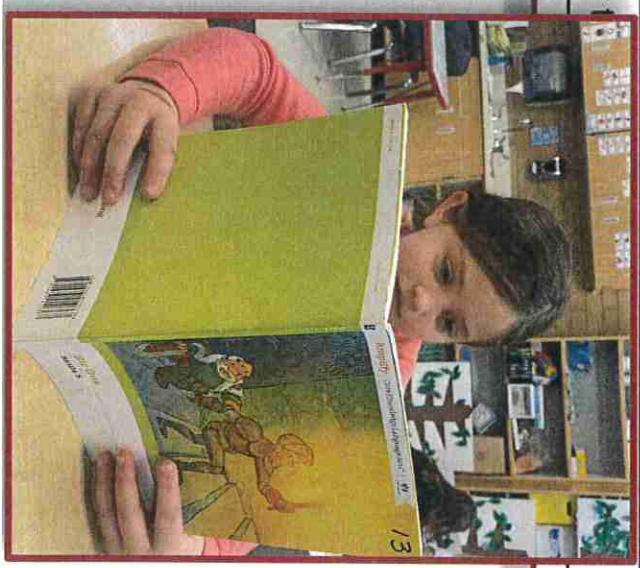
Am I allowed out of my seat?

## Participation

What can I do to show I'm learning?

## Success

I can be successful!





#### CHAMPS Lessons

- Teacher led
- Efficient daily schedule
- Procedure reviews

#### Be a CUB Assemblies

- Principal led
- Student council skits
- Student council videos
- Teach/review rules
- Celebrate students
- Celebrate teachers/staff

#### SEL Lessons

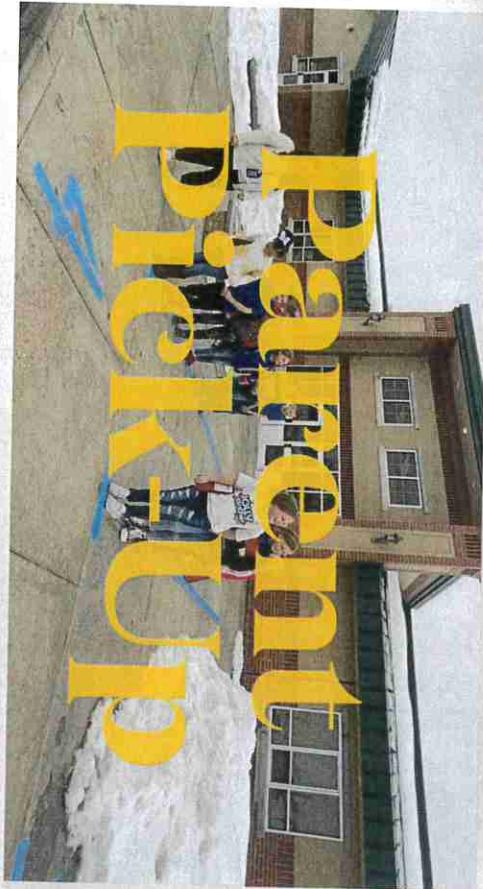
- Social Worker led
- Whole class
- Small groups/circles

#### Family Connection

- Postcards
- Notes (class & school)
- Social Media

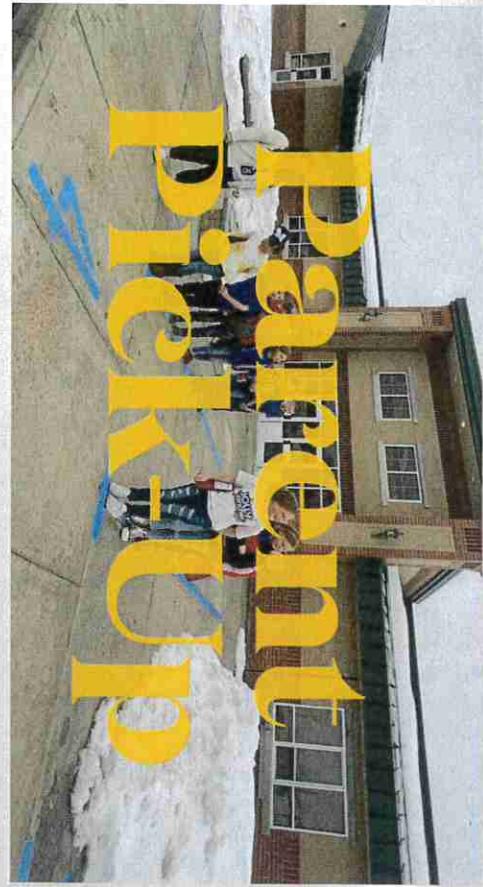
# Expectations Teach

Be a CUB Assemblies

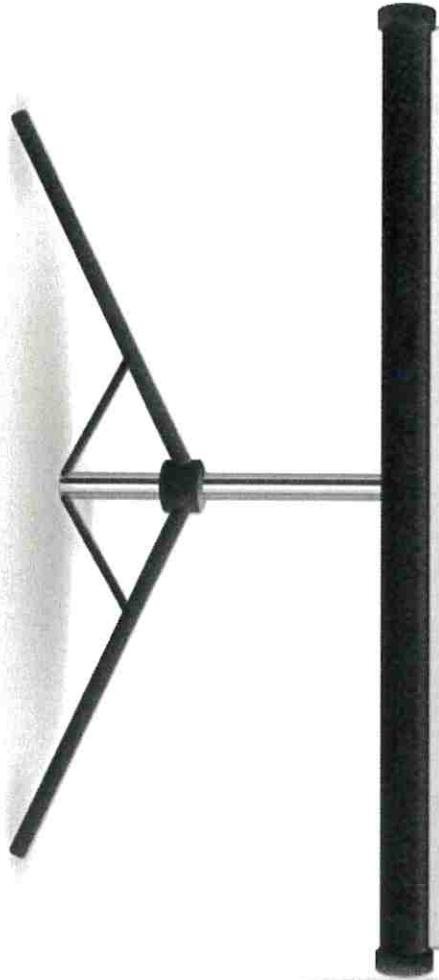


← Student Council Videos

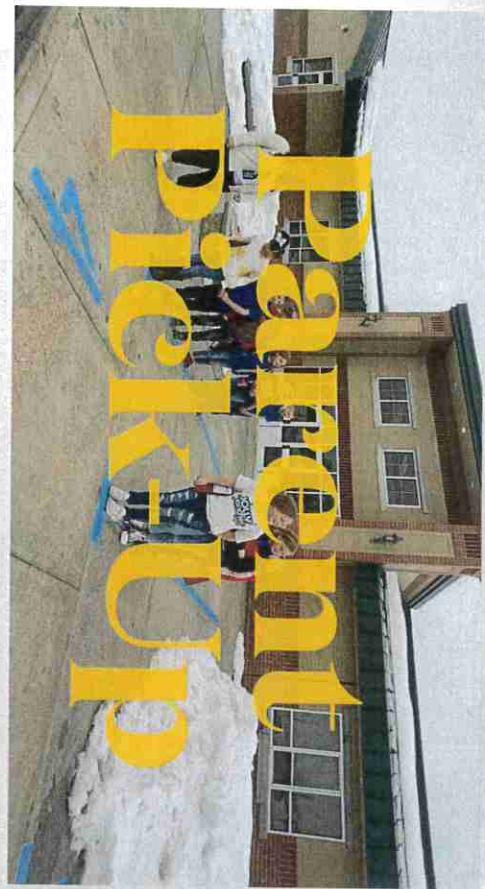
# Be a CUB Assemblies



↑ Student Council Skits



# Be a CUB Assemblies



↑ Cub Recognition

OBSERVE &  
COLLECT DATA



Teacher Observation

- + Visual scanning
- + Auditory scanning
- + Circulating
- + Procedure reviews

Data Snapshots

- + Culture survey
- + CHAMPS reflection
- + Clicker-Positives
- + OTR observations
- + +: observations

Behavior Student  
Intervention Team

- + Problem
- + Trigger
- + Payoff
- + Replacement behavior
- + Prevention strategies
- + Proactive strategies
- + Correction strategies
- + Data collection
- + Data analysis

Observe &  
Collect Data

# Behavior SIT Supports

## Student Behavior Diagnostic & Plan

### STEP 1

Develop a plan for \_\_\_\_\_ Date: \_\_\_\_\_

#### Prevention strategies: (For each box checked, track data to show the effectiveness of each strategy.)

<input type="checkbox"/> Environmental Changes	<input type="checkbox"/> Precision Requests
<input type="checkbox"/> Rules Posted and Taught	<input type="checkbox"/> Curriculum Modifications
<input type="checkbox"/> Structured Daily Schedule	<input type="checkbox"/> Other
<input type="checkbox"/> Choices	<input type="checkbox"/> Other
<input type="checkbox"/> Appropriate/Motivating curriculum	<input type="checkbox"/> Other

### STEP 2

#### Proactive strategies: (Identify teaching strategies that will be used to teach and reinforce the replacement behaviors, date of implementation, and person responsible to teach.

<input type="checkbox"/> Classroom expectations taught	<input type="checkbox"/> De-escalation Techniques
<input type="checkbox"/> Classroom routines taught	<input type="checkbox"/> Self-monitoring
<input type="checkbox"/> Social Skills	<input type="checkbox"/> Other

#### Positive Incentives

<input type="checkbox"/> Problem solving process	<input type="checkbox"/> Other
<input type="checkbox"/> Verbal praise	<input type="checkbox"/> Tangible rewards
<input type="checkbox"/> Token Economy	<input type="checkbox"/> Behavior contract
<input type="checkbox"/> Extra privileges	<input type="checkbox"/> Extra activities

### STEP 3

#### Correction Procedures: A hierarchy of consequences to be used when the student engages in the target behavior.

<input type="checkbox"/> Verbal Reprimand	<input type="checkbox"/> Response Cost
<input type="checkbox"/> Verbal Warning	<input type="checkbox"/> Parent Call/Conference
<input type="checkbox"/> Loss of Activity	<input type="checkbox"/> Other:

### STEP 4

#### Data Collection: Information that will be used to make future decisions.

<input type="checkbox"/> Frequency/Event recording
<input type="checkbox"/> Time sampling
<input type="checkbox"/> Other:

I INTERACT  
POSITIVELY



**Motivational Strategies**

- 4:1 Pos to corrective ratio
- Class reward systems
- Goal setting strategies
- Relationship building
- 2x10 Method
- Positive postcards
- Parent interactions + -

**"Be a C.U.B" tickets/prizes**

- Courteous
- Upbeat
- Brave

**Service Projects/Activities**

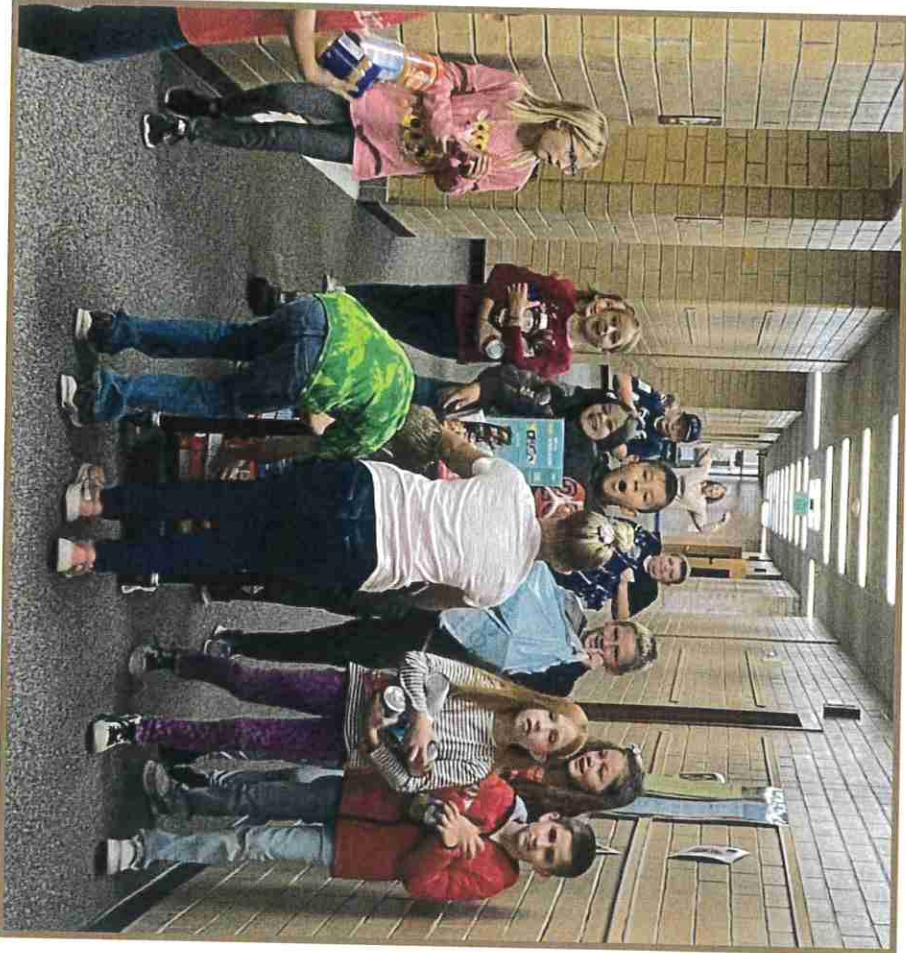
- Food drives
- Fundraisers
- Community Clean-up
- Candy drop
- Hot air balloon
- Art show

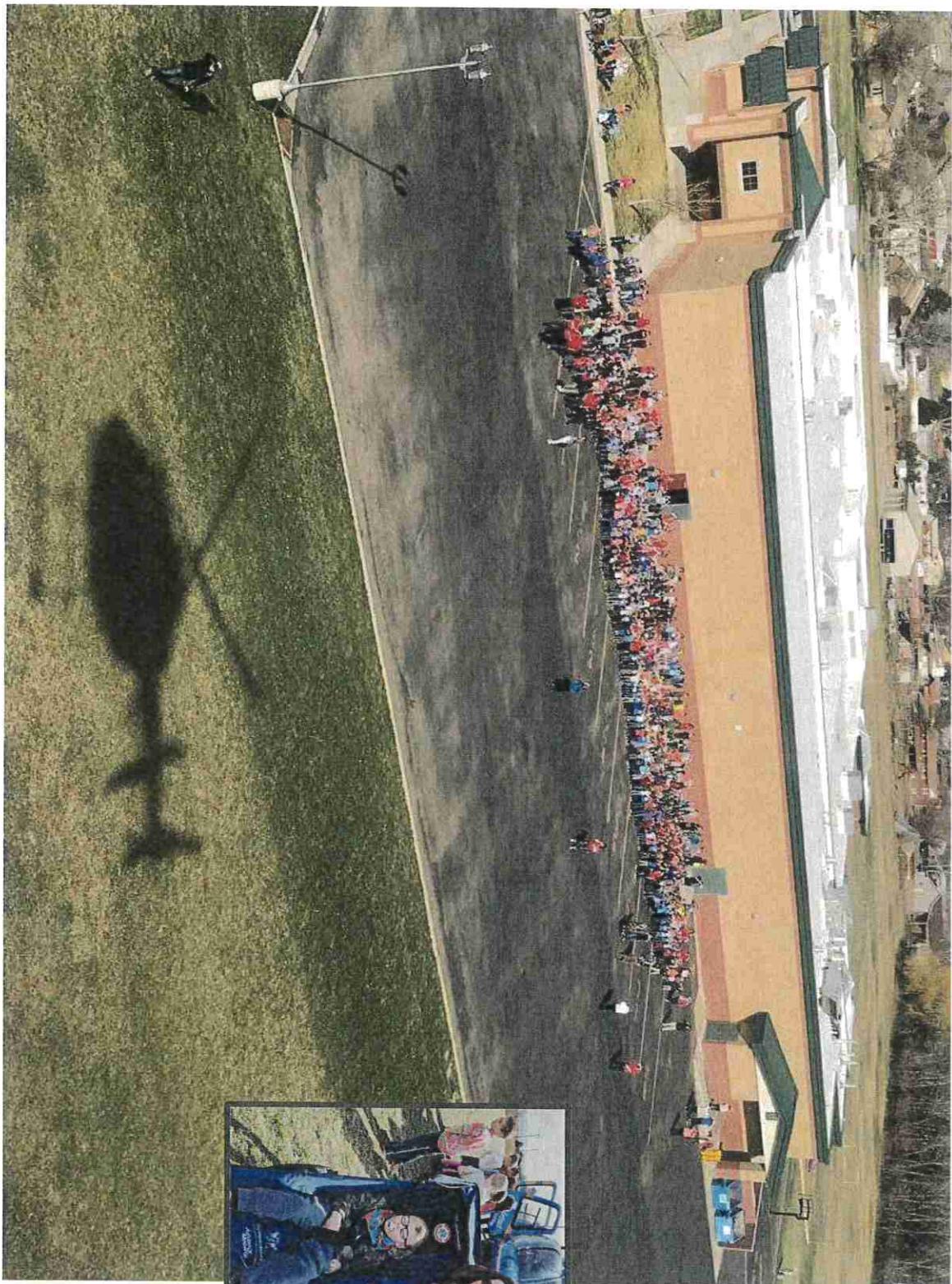
**School Recognition**

- Cub of the month
- Student of the month

# Interact Positively

# Service Projects & Activities





**C**  
CORRECT  
FLUENTLY



**Teaching Strategies**

- Positive Expectations
- Proximity, praise around, nonverbal redirect, etc.
- Corrective consequences

**1 Minute Skill Builder**

- Expression of affection
- Describe inappropriate behavior & appropriate behavior
- Practice
- Feedback

**Restorative Practices**

- What happened?
- Thought process?
- Who was affected? How?
- What could you have done differently?
- How to make it right?
- Fair consequence?

**Office Referral Process**

**Fluently  
Correctly**







**Vision:** We provide a positive and engaging learning environment where all students develop essential skills for productive citizenship and lifelong learning.

**Mission:** We inspire students to reach their full individual potential.

**Motto:** Work Hard, Be Kind  
**Values:** Courteous, Upbeat, Brave

## S STRUCTURE FOR SUCCESS



### Cubs' Code

- Be Safe
- Be Respectful
- Be Responsible

### CHAMPS

- School wide procedures
  - Halls
  - Bathrooms
  - Cafeteria
  - Recess
  - Assemblies
  - Dress Code

### SEL Lessons

- Classroom Management
  - Conversation
  - Help
  - Activity
  - Movement
  - Participation
  - Success

## T TEACH EXPECTATIONS



### CHAMPS Lessons

- Teacher led
- Procedure reviews

### Be a CUB Assemblies

- Principal led
- Student council skits
- Student council videos
- Teach/review rules
- Celebrate students
- Celebrate teachers/staff

### Behavior Student Intervention Team

- Teacher led
- Procedure reviews

## O OBSERVE & COLLECT DATA



### Teacher Observation

- Teacher led
- Procedure reviews

## I INTERACT POSITIVELY



### Positive to corrective ratio

→ 4:1

### "Be a C.U.B" tickets/prizes

- Courteous
- Upbeat
- Brave

### Service Projects/Activities

- Food drives
- Fundraisers
- Community Clean-up
- Cards

## C CORRECT FLUENTLY



### Teaching Strategies

- Proximity
- Praise around

### Restorative Practices

- What happened?
- Thought process?
- Who was affected? How?
- What could you have done differently?
- How to make it right?
- Fair consequence?

### Office Referral Process

- 1 Minute Skill Builder
  - Expression of affection
  - Describe inappropriate behavior & appropriate behavior
  - Practice
  - Feedback



MAESER  
CUBS

ESTD  
1970

