



November 29, 2023

The Board of Directors
Ascent Academies of Utah
5662 West 8200 South
West Jordan, UT

As communicated in our letter dated June 15, 2023, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America and to express an opinion on whether Ascent Academies of Utah complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on Ascent Academies of Utah's major federal program. Our audit of the financial statements and major program compliance does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of Ascent Academies of Utah solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Our responsibility, as prescribed by professional standards as it relates to the audit of Ascent Academies of Utah's major federal program compliance, is to express an opinion on the compliance for Ascent Academies of Utah's major federal program based on our audit of the types of compliance requirements referred to above. An audit of major program compliance includes consideration of internal control over compliance with the types of compliance requirements referred to above as a basis for designing audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, as a part of our major program compliance audit, we considered internal control over compliance for these purposes and not to provide any assurance on the effectiveness of the Ascent Academies of Utah's internal control over compliance.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated November 29, 2023. We have also provided our comments regarding compliance with the types of compliance requirements referred to above and internal controls over compliance during our audit in our Independent Auditor's Report on Compliance with Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance dated November 29, 2023.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Ascent Academies of Utah is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2023. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. No such significant accounting estimates were identified.

Financial Statement Disclosures

There were no financial statement disclosures that we consider to be particularly sensitive or involve significant judgment.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We did not identify any circumstances that affect the form and content of the auditor's report.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated November 29, 2023.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with Ascent Academies of Utah, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as Ascent Academies of Utah's auditors.

This report is intended solely for the information and use of the Board of Directors and management of Ascent Academies of Utah and is not intended to be, and should not be, used by anyone other than these specified parties.

Eide Bailly LLP

Ogden, Utah



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June 30, 2023

Ascent Academies of Utah

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Independent Auditor's Report

The Board of Directors
Ascent Academies of Utah
West Jordan, Utah

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities and the major fund of Ascent Academies of Utah (the School) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the School's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the School, as of June 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the School and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedule of revenue, expenditures, and changes in fund balance – budget and actual – general fund and notes to the required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements.

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the School's basic financial statements. The schedule of expenditures of federal awards as required by Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 29, 2023, on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of the School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.



Ogden, Utah
November 29, 2023

The discussion and analysis of Ascent Academies of Utah's (the School) financial performance provides an overall review of financial activities for the fiscal year.

FINANCIAL HIGHLIGHTS

During the 2023 fiscal year, the School added a fifth campus in Saratoga Springs for students in kindergarten and grades one through six. The overall increase in enrollment was approximately 27% in fiscal year 2023. The addition of the new campus increased overall enrollment of the School by approximately 18.8% and the four existing campuses accounted for approximately 8.2% of the enrollment growth. The growth in enrollment, increases in state and federal revenues per pupil, and the utilization of additional federal funding that was provided to help mitigate the negative impact of the COVID-19 pandemic contributed to an increase in local, state, and federal revenue of \$7,550,135, or 33% from the 2022 fiscal year.

The School had an increase of approximately 21% in expenses related to the operating costs for the additional campus and wage increases to existing staff. Ultimately, the School saw an increase to its net position of \$173,566.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis serve as an introduction to the School's basic financial statements. These financial statements include three primary components:

- Government-wide financial statements
- Fund financial statements
- Notes to the financial statements

The basic financial statements consist of two kinds of statements that present different views of the School's financial activities.

Government-Wide Financial Statements (GWFS)

The GWFS (i.e., Statement of Net Position and Statement of Activities) provides readers with a broad overview of the School's finances. The government-wide statements report information about the School as a whole using accounting methods similar to those used by private-sector companies.

The Statement of Net Position provides information on all of the assets and liabilities of the School with the difference between the two providing the net position. Increases or decreases in the net position may indicate whether the financial position of the School is improving or deteriorating, respectively.

The Statement of Activities reflects changes in net position during the fiscal year. Changes in net position are reported using the accrual basis of accounting, similar to that used by private-sector companies. Accrual basis accounting takes into account all current year related revenue and expenditures, regardless of when cash is received or paid.

The GWFS presents an aggregate view of the School's finances and contains useful long-term information as well as information for the just-completed fiscal year.

To assess the overall financial condition of the School, additional non-financial factors, such as changes in the condition of school buildings and other facilities, should be considered.

In the GWFS, the School's activities are all classified as governmental activities. Governmental activities include all regular and special education, all educational support activities, administration, custodial, maintenance, transportation, and food services. Most of these activities are supported by the State of Utah Minimum School Program. The GWFS can be found on pages 9-10 of this report.

Fund Financial Statements

Funds are accounting devices the School uses to keep track of sources of funding and spending on particular programs and to demonstrate compliance with various regulatory requirements. Fund financial statements focus on individual parts of the School. Fund statements generally report operations in more detail than the government-wide statements. This statement focuses on its most significant or "major" funds and not on the School as a whole.

The School establishes other funds, as necessary, to control and manage money for particular purposes or to show that it is properly using certain revenue.

Governmental Funds

Governmental funds account for nearly the same functions as the governmental activities. However, unlike the GWFS, governmental funds focus on near-term inflows and outflows as well as the balances left at year-end that are available for funding future basic services.

It is useful to compare information found in the governmental funds with that of the governmental activities. By doing so, readers may better understand the long-term impact of the School's near-term financing decisions.

The basic governmental funds financial statements can be found on pages 11-15 of this report.

Notes

The notes to the financial statements starting on page 16 provide further explanation of some of the information in the statements and provide additional disclosures so statement users have a complete picture of the School's financial activities and position.

Required supplementary information further explains and supports the financial statements by including a comparison of the School's budget data for the year.

Government-Wide Financial Analysis

Net position may serve as a useful indicator of an organization's financial position.

	2023	2022
Assets		
Current and other assets	\$ 9,154,536	\$ 8,713,222
Capital assets	56,305,566	41,912,372
Total assets	\$ 65,460,102	\$ 50,625,594
Liabilities		
Current and other liabilities	\$ 2,515,659	\$ 2,566,207
Long-term liabilities	65,232,850	50,521,360
Total liabilities	67,748,509	53,087,567
Net Position		
Net investment in capital assets	(8,920,690)	(8,524,123)
Restricted	4,879,777	6,322,916
Unrestricted	1,752,506	(260,766)
Total net position	\$ (2,288,407)	\$ (2,461,973)

A portion of the School's net position is the investments in capital assets (i.e., buildings, land, furniture and equipment, computers, capital improvements, construction-in-progress, right-to-use leased office space and building, and portable classrooms) and the related debt used to acquire those assets still outstanding. These capital assets provide services to students; consequently, these assets are not available for future spending. The negative net investment in capital assets is due to cumulative depreciation of the respective capital assets exceeding the cumulative principal repayments on the related long-term debt. Restricted net position is restricted for debt service and program restrictions. The remaining portion of the School's net position is unrestricted.

Governmental Activities

Changes in Net Position – The table below shows the changes in net position for the fiscal years 2023 and 2022. The School relies on state and federal support for 94% of its governmental activities for the year ended June 30, 2023. The School had total revenue of \$30,563,570 and total expenses of \$30,390,004 during the year ended June 30, 2023. The School had an increase in net position of \$173,566 during the year ended June 30, 2023. The School's net position increase can be attributed to increased enrollment, increased state and federal revenues per pupil, federal funding that was provided to help mitigate the negative impact of the COVID-19 pandemic, and interest savings related to the bond issuance in the previous year. The School was also given a large donation from a local donor.

Ascent Academies of Utah
Management's Discussion and Analysis
June 30, 2023

	<u>2023</u>	<u>2022</u>	<u>Change</u>
Revenue			
Program revenue			
State and federal aid	\$ 28,837,517	\$ 22,803,536	\$ 6,033,981
Charges for services	403,861	14,702	389,159
Operating grants and contributions	978,577	31,073	947,504
Other local revenue	343,615	164,124	179,491
	<u>30,563,570</u>	<u>23,013,435</u>	<u>7,550,135</u>
Expenses			
Instructional	16,915,176	13,812,263	3,102,913
Support services			
Students	1,896,840	1,485,405	411,435
Staff assistance	527,198	331,806	195,392
School administration	2,125,594	1,764,216	361,378
Central services	1,239,990	985,920	254,070
Operation and maintenance of facilities	2,882,906	2,032,539	850,367
Transportation	18,312	19,097	(785)
Facilities acquisition and construction	130,983	-	130,983
School food services	1,247,067	1,224,881	22,186
Interest and other costs	3,405,938	3,713,142	(307,204)
	<u>30,390,004</u>	<u>25,369,269</u>	<u>5,020,735</u>
Change in Net Position	<u>\$ 173,566</u>	<u>\$ (2,355,834)</u>	<u>\$ 2,529,400</u>

Governmental Funds

The focus of the School's governmental funds is to provide balances of spendable resources and to provide data on near-term inflows and outflows.

General Fund – The general fund is the general operating fund for the School. At the end of the current fiscal year, the general fund balance is \$6,741,512, which is a decrease of \$37,318 from the prior year. The decrease in the general fund balance is the net result of the increased revenues, which included a large donation from a local donor, and large capital outlay expenditures related to furniture, equipment, and technology purchases for the new campus.

Expenditures for general School purposes totaled \$45,660,651, which is an increase of \$21,116,879 from the prior year. As previously mentioned, the increase in expenditures for general school purposes is related to additional capital outlay and operating costs for the new campus along with wage increases given to existing staff.

General fund salaries totaled \$16,568,099, while the associated fringe benefits of retirement, social security, unemployment, workers compensation, health, dental, and vision added \$1,754,574 to arrive at 40% of the School's general fund expenditures.

Budgetary Highlights

The School adopts an original budget in June for the subsequent year.

Actual expenditures in the General Fund were \$268,104 less than the amended budget. The budget was prepared with a conservative approach for revenues and year-end expenditures. This resulted in the School's actual expenditures coming in under budgeted expenditures.

Capital Assets

The School has invested \$63,400,292 in a wide range of capital assets, but primarily in land, buildings, and right-to-use lease office space and building. The total accumulated depreciation and amortization on these assets amounts to \$7,094,726. There were capital asset additions of \$16,107,835 for fiscal year 2023. Additional information regarding the School's capital assets can be found in Note 3 to the basic financial statements.

Long-Term Debt

Long-term debt consists primarily of the 2022 Series bond with a financial institution acting as trustee totaling \$50,060,000, with rates ranging from 4.25% to 5.00%. The bonds mature in June 2057. The 2022 Series bonds were issued during fiscal year 2022 to refund the previous notes payable and leases with various lenders. The School also has a \$6,594 note payable with the Utah State Board of Education that bears interest at 2.00%, the note matured in July 2023. The note matures in July 2023. The School is required to meet certain covenants, including debt coverage and cash available as defined, by their bond and notes payable agreements. Long-term debt also consists of lease liabilities for lease office space and a building. See Notes 4 and 5 to the financial statements for more information about long-term debt.

Requests for Information

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the School's finances and to demonstrate the School's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the School at 5662 West 8200 South, West Jordan, Utah 84081, or by phone at 801-806-6022.

Ascent Academies of Utah
Statement of Net Position
June 30, 2023

	Governmental Activities
Assets	
Cash and investments	\$ 4,452,210
Restricted cash and investments	3,863,165
State receivables	119,605
Federal receivables	598,021
Other receivables	17,416
Prepaid expenses	104,119
Capital assets (not subject to depreciation)	5,351,416
Capital assets (net of accumulated depreciation and amortization)	50,954,150
Total assets	65,460,102
Liabilities	
Accounts payable	499,166
Accrued liabilities	1,913,858
Accrued interest	102,635
Long-term liabilities	
Due within one year - bonds and note payables and lease liabilities	887,321
Due in more than one year - bonds and note payables and lease liabilities	64,345,529
Total liabilities	67,748,509
Net Position	
Net investment in capital assets	(8,920,690)
Restricted for	
Food service	826,240
School land trust	22,583
Educator professional time	167,789
Debt service	3,863,165
Unrestricted	1,752,506
Total net position	\$ (2,288,407)

Ascent Academies of Utah
Statement of Activities
Year Ended June 30, 2023

Functions/Programs	Program Revenue			Net Revenue (Expense) and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	
<i>Governmental activities</i>				
Instructional	\$ 16,915,176	\$ -	\$ 18,643,830	\$ 1,728,654
Support services				
Students	1,896,840	-	-	(1,896,840)
Staff assistance	527,198	-	-	(527,198)
School administration	2,125,594	-	-	(2,125,594)
Central services	1,239,990	-	-	(1,239,990)
Operation and maintenance of facilities	2,882,906	-	-	(2,882,906)
Facilities acquisition and construction	130,983	-	-	(130,983)
Transportation	18,312	-	-	(18,312)
School food services	1,247,067	403,861	-	(843,206)
Interest and other costs	3,405,938	-	-	(3,405,938)
Total governmental activities	<u>\$ 30,390,004</u>	<u>\$ 403,861</u>	<u>\$ 18,643,830</u>	<u>(11,342,313)</u>
General Revenue				
Grants and contributions not restricted to specific programs				
State aid				11,172,264
Local revenue				171,497
Interest earnings				<u>172,118</u>
Total general revenue				<u>11,515,879</u>
Change in Net Position				173,566
Net Position, Beginning of Year				<u>(2,461,973)</u>
Net Position, End of Year				<u><u>\$ (2,288,407)</u></u>

Ascent Academies of Utah
Balance Sheet – Governmental Funds
June 30, 2023

	General
Assets	
Cash and investments	\$ 4,452,210
Restricted cash and investments	3,863,165
State receivables	119,605
Federal receivables	598,021
Other receivables	17,416
Prepaid expenses	104,119
Total assets	\$ 9,154,536
Liabilities and Fund Balance	
Liabilities	
Accounts payable	\$ 499,166
Accrued liabilities	1,913,858
Total liabilities	2,413,024
Fund Balance	
Nonspendable	
Prepaid expenses	104,119
Restricted for	
Food service	826,240
School land trust	22,583
Educator professional time	167,789
Debt service	3,863,165
Unassigned	1,757,616
Total fund balance	6,741,512
	\$ 9,154,536

Ascent Academies of Utah
 Reconciliation for Governmental Funds Balance Sheet to the Statement of Net Position
 June 30, 2023

Total Fund Balance - Governmental Funds \$ 6,741,512

The cost of capital assets (land, buildings, furniture and equipment, computers, capital improvements, construction-in-progress, right-to-use lease assets, and portable classrooms) purchased or constructed is reported as an expenditure in governmental funds. The statement of net position includes those capital assets among the assets of the School as a whole. The cost of those capital assets is allocated over their estimated useful lives (as depreciation and amortization expense) to the various programs reported as governmental activities in the statement of activities. Because depreciation and amortization expense does not affect financial resources, it is not reported in government funds.

Costs of capital assets	63,400,292	
Depreciation and amortization expense to date	<u>(7,094,726)</u>	56,305,566

Long-term liabilities applicable to governmental activities are not due and payable in the current period and therefore are not reported as fund liabilities. All liabilities, both current and long-term, are reported in the statement of net position. Balances at year end are:

Long-term liabilities		
Bonds and note payable and lease liabilities	(65,232,850)	
Accrued interest	<u>(102,635)</u>	<u>(65,335,485)</u>

Net Position		<u><u>\$ (2,288,407)</u></u>
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Ascent Academies of Utah
Statement of Revenue, Expenditures, and Changes in Fund Balance – Governmental Funds
Year Ended June 30, 2023

	General
Revenue	
State aid	\$ 26,345,970
Federal aid	2,491,547
Earnings on investments	172,118
School fees	28,366
School lunch sales	403,861
Other local sources	1,121,708
Total revenue	30,563,570
Expenditures	
Instructional	16,915,176
Support services	
Students	1,896,840
Staff assistance	527,198
School administration	2,125,594
Central services	1,239,990
Operation and maintenance of facilities	1,168,263
Facilities acquisition and construction	130,983
Transportation	18,312
Total support services	7,107,180
Non-instructional	
School food services program	1,247,067
Capital outlay	16,107,835
Total non-instructional	17,354,902
Debt service	
Principal	349,726
Interest and other costs	3,933,664
Total debt service	4,283,390
Total expenditures	45,660,648
Deficiency of Revenue Under Expenditures	(15,097,078)

Ascent Academies of Utah
Statement of Revenue, Expenditures, and Changes in Fund Balance – Governmental Funds
Year Ended June 30, 2023

	<u>General</u>
Other Financing Sources	
Proceeds from operating lease	<u>15,059,760</u>
Net Change in Fund Balance	(37,318)
Fund Balance, Beginning of Year	<u>6,778,830</u>
Fund Balance, End of Year	<u><u>\$ 6,741,512</u></u>

Ascent Academies of Utah
 Reconciliation of Governmental Funds Statement of Revenue, Expenditures,
 and Changes in Fund Balance to the Statement of Activities
 Year Ended June 30, 2023

Total Net Change in Fund Balance - Governmental Funds \$ (37,318)

Amounts reported for governmental activities in the statement of activities are different because:

Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation and amortization expense. This is the amount by which capital outlays exceeded depreciation and amortization expense during the fiscal year:

Capital outlay	16,107,835	
Depreciation and amortization expense	<u>(1,714,643)</u>	
		14,393,192

The governmental funds report repayment of long-term liability payments as expenditures. Interest is recognized as an expenditure in the governmental activities when it is due. In the statement of activities, interest expense is recognized as it accrues, regardless of when it is due. The net effect of these differences in the treatment of debt and related items is as follows:

Amortization of bond discount	(1,456)	
Change in accrued interest	529,182	
Repayment of bonds and notes payable	153,271	
Payments on principal of lease liabilities	196,455	
Proceeds from lease liability	<u>(15,059,760)</u>	
		<u>(14,182,308)</u>

Change in Net Position of Governmental Activities \$ 173,566

Note 1 - Summary of Significant Accounting Policies

Ascent Academies of Utah (the School) was formed in 2013 and is a nonprofit institution, organized under the nonprofit corporation laws of the State of Utah. The School operates five campuses located in West Jordan, Lehi, Farmington, West Valley, and Saratoga Springs which service K-9. The School is a network of charter schools that provides its students with a rich and individualized academic program utilizing the successful Schoolwide Enrichment Model (SEM). The School's network of schools combines SEM's research-based strategies with curriculum and instructional methods aligned to the Utah Core Standards in order to provide students throughout the network with engaging learning opportunities. The School provides the following activities: education, encompassing instruction, student and staff support activities, and facilities maintenance and operation. Supporting services include general and administrative services which are overall entity-related administrative costs.

The financial statements of the School have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to local government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant accounting policies of the School are described below.

Financial Reporting Entity

The School follows Governmental Accounting Standards Board (GASB) in determining the reporting entity and component units. The financial reporting entity consists solely of the primary government. Accordingly, the financial statements include all funds and agencies of the primary government whose budgets are controlled or whose boards are appointed by the School's Board of Directors (the Board).

The accounts of the School are organized and operated on the basis of funds. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements.

The funds of the School are classified as governmental funds. The fund classifications and a description of each existing fund type follow:

Governmental Funds

Governmental funds are used to account for the School's general government activities, including the collection and disbursement of specific or legally restricted monies, the acquisition or construction of general fixed assets, and the servicing of general long-term debt.

The general fund is considered a major fund. Governmental funds include:

General fund – the primary operating fund of the School accounts for all financial resources, except those required to be accounted for in other funds.

Measurement Focus and Basis of Accounting

Government-Wide Financial Statements (GWFS)

The statement of net position and the statement of activities display information about the reporting government as a whole.

The statement of net position and the statement of activities were prepared using the economic resources measurement focus and the accrual basis of accounting. Revenue, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenue, expenses, gains, losses, assets, and liabilities resulting from nonexchange transactions are recognized in accordance with the requirements of GASB Statement No. 33 *Accounting and Financial Reporting for Nonexchange Transactions* in the GWFS.

Program Revenue

Program revenue included in the statement of activities derive directly from the program itself or from parties outside the School's citizenry, as a whole; program revenue reduces the cost of the function to be financed from the School's general revenue. Program revenue includes charges to students or applicants who purchase, use, or directly benefit from the goods or services provided by the given function.

Fund Financial Statements

Governmental Funds

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. Governmental fund types use the flow of current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenue is recognized when susceptible to accrual defined as measurable and available. Measurable means the amount of the transaction can be determined and available means collectible within the current period or soon enough thereafter to pay liabilities of the current period. The School considers all revenue available if they are collected within 90 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for unmatured principal and interest on general long-term debt, which is recognized when due, and certain compensated absences and claims and judgments which are recognized when the obligations are expected to be liquidated with expendable available financial resources. With this measurement focus, only current assets and current liabilities and deferred outflows and inflows of resources, as applicable, are generally included on the balance sheet. Operating statements of these funds present increases and decreases in fund balance.

The governmental funds use the following practices in recording revenue and expenditures:

Revenue

Entitlements and shared revenue (which include state equalization and state revenue sharing) are recorded as unrestricted grants-in-aid at the time of receipt or earlier if the susceptible to accrual criteria are met. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other grant requirements have been met and the susceptible to accrual criteria have been met.

Other receipts become measurable and available (generally collected within 90 days of year-end) when cash is received by the School and are recognized as revenue at that time. The School's period of availability is 90 days subsequent to year end.

Expenditures

Salaries are recorded as incurred. The School has employees who do not work year-round, but receive salary payments on a monthly basis; salaries earned, but unpaid, have been accrued as of June 30, 2023.

Restricted Cash and Investments

Cash and investments restricted for debt service is cash and investments set aside for bonds payable reserve requirements.

Investments

Investments are recorded at fair value in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. Accordingly, the change in fair value of investments is recognized as an increase or decrease to investment assets and investment income.

Receivables

All receivables are shown net of any allowance for uncollectible amounts. No allowances for uncollectible items have been recorded as of June 30, 2023.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and those differences could be material.

Capital Assets

Capital assets are recorded at historical cost and depreciated over their estimated useful lives (excluding salvage value). Donated capital assets are recorded at their estimated acquisition value at the date of donation. Estimated useful lives are management's estimate of how long the asset is expected to meet service demands. The School's capitalization threshold is \$5,000. The cost of normal maintenance and repairs not adding to the value of the asset or materially extending asset lives are not capitalized. Straight-line depreciation is used based on the following estimated useful lives:

Buildings	39 years
Furniture and equipment	7 years
Computers	5 years
Portable classrooms	20 years
Capital improvements	10 years

Right-to-use leased assets are recognized at the lease commencement date and represent the School's right to use an underlying asset for the lease term. Right-to-use leased assets are measured at the initial value of the lease liability plus any payments made to the lessor before commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term, plus any initial direct costs necessary to place the lease asset into service. Right-to-use leased assets are amortized over the shorter of the lease term or useful life of the underlying asset using the straight-line method. The amortization period is 5-20 years.

Leases

The School is a lessee for a noncancellable lease of office space and a school building. At the commencement of a lease, the School initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the School determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The School uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the School generally uses its estimated incremental borrowing rate as the discount rate for leases
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the School is reasonably certain to exercise.

The School monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease assets and liabilities if certain changes occur that are expected to significantly affect the amount of the lease liability. Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Long-Term Liabilities

For government-wide reporting, material premiums and discounts are deferred and amortized over the life of the debt using the straight-line method, which approximates the effective interest method. Debt is reported net of the applicable premium or discount. Issuance costs are expensed as incurred.

For fund financial reporting, premiums and discounts, as well as issuance costs are recognized in the period the debt is issued. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuance are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, even if withheld from the actual net proceeds received, are reported as debt service expenditures.

Restricted Net Position

For the government-wide statement of net position, net position is reported as restricted when constraints placed on net position use is either:

Externally imposed by creditors (such as debt covenants), grantors, contributors, or laws or regulations of other governments;

Imposed by law through constitutional provisions or enabling legislation.

It is the School's policy to consider restricted-net position to have been depleted before unrestricted-net position is applied.

Fund Balance of Fund Financial Statements

The governmental funds financial statements present a fund balance based on classifications that comprise a hierarchy that is based primarily on the extent to which the School is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. The School has historically shown prepaids as being nonspendable as these items are not expected to be converted to cash or are not expected to be converted to cash within the next year.

Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. Debt service resources are to be used for future servicing of the general obligations and are restricted through debt covenants.

Committed: This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action by the Board. These amounts cannot be used for any other purpose unless the Board removes or changes the specified use by taking the same type of action (resolution) that was employed when the funds were initially committed.

Assigned: This classification includes amounts that are constrained by the Board's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board or by the Board delegating this responsibility to the Lead Director or their designee through the budgetary process.

Unassigned: This classification includes the residual fund balance for the general fund and the amount established for minimum funding.

The School would typically use restricted fund balances first followed by committed resources and the assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

Grants and Other Intergovernmental Revenue

Federal and state reimbursement-type grants are recorded as intergovernmental revenue when the related expenditures/expenses are incurred and, in the governmental funds, when the revenue meets the availability criterion.

Note 2 - Cash and Investments

At June 30, 2023, the School’s cash and investments consisted of the following:

Cash			
Insured		\$ 489,930	
Uninsured and not collateralized		<u>4,161,538</u>	
Total balance of deposits		<u>\$ 4,651,468</u>	
Investments	<u>Rating</u>	<u>Fair Value</u>	<u>Investment Maturities</u>
PTIF	Unrated	<u>\$ 3,663,907</u>	Less than 1 year
Total cash and investments		<u>\$ 8,315,375</u>	

The State of Utah Money Management Council has the responsibility to advise the State Treasurer about investment policies, promote measures and rules that will assist in strengthening the banking and credit structure of the state, and review the rules adopted under the authority of the State of Utah Money Management Act (the Act) that relate to the deposit and investment of public funds.

The School follows the requirements of the Act (Utah Code, Title 51, Chapter 7) in handling its depository and investment transactions. The Act requires the depositing of School funds in a qualified depository. The Act defines a qualified depository as any financial institution whose deposits are insured by an agency of the federal government and which has been certified by the State Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council.

The Act defines the types of securities authorized as appropriate investments for the School’s funds and the conditions for making investment transactions. Investment transactions may be conducted only through qualified depositories, certified dealers, or directly with issuers of the investment securities.

Statutes authorize the School to invest in negotiable or nonnegotiable deposits of qualified depositories and permitted negotiable depositories; repurchase and reverse repurchase agreements; commercial paper that is classified as “first tier” by two nationally recognized statistical rating organizations; bankers’ acceptances; obligations of the United States Treasury including bills, notes, and bonds; obligations, other than mortgage derivative products, issued by U.S. government sponsored enterprises (U.S. Agencies) such as the Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation (Freddie Mac), and Federal National Mortgage Association (Fannie Mae); bonds, notes, and other evidence of indebtedness of political subdivisions of the state; fixed rate corporate obligations and variable rate securities rated “A” or higher, or the equivalent of “A” or higher, by two nationally recognized statistical rating organizations; shares or certificates in a money market mutual fund as defined in the Act; and the Utah State Public Treasurers’ Investment Fund.

The Utah State Treasurer’s Office operates the Public Treasurers’ Investment Fund (PTIF). The PTIF is available for investment of funds administered by any Utah public treasurer and is not registered with the SEC as an investment company. The PTIF is authorized and regulated by the Act (Utah Code, Title 51, Chapter 7). The Act established the Money Management Council which oversees the activities of the State Treasurer and the PTIF and details the types of authorized investments. Deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah, and participants share proportionally in any realized gains or losses on investments.

The PTIF operates and reports to participants on a fair value basis. The income, gains, and losses of the PTIF, net of administration fees, are allocated based upon the participant’s average daily balance. The fair value of the PTIF investment pool is approximately equal to the value of the pool shares.

Fair Value of Investments

The School measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- Level 1: Quoted prices for identical investments in active markets;
- Level 2: Observable inputs other than quoted market prices; and
- Level 3: Unobservable inputs.

The investments consist only of PTIF funds which are classified as Level 2. The PTIF funds use the application of the June 30, 2023, fair value as calculated by the Utah State Treasurer, to the School’s average daily balance in the Fund. The School currently has no assets that qualify for Level 1 or 3 investments. The following table illustrates the investments by the appropriate levels for the School:

	Total	Quoted Prices in Active Markets (Level 1)	Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)
June 30, 2023				
PTIF	\$ 3,663,907	\$ -	\$ 3,663,907	\$ -

Custodial Credit Risk

For deposits and investments, custodial credit risk is the risk that, in the event of the failure of the counterparty, the School will not be able to recover the value of its deposits, investments, or collateral securities that are in the possession of an outside party. The School's policy for managing custodial credit risk is to adhere to the Act. The Act requires all deposits of the School to be in a qualified depository, defined as any financial institution whose deposits are insured by an agency of the federal government and which has been certified by the Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The School's policy for reducing its exposure to credit risk is to comply with the Act, as previously discussed.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of the School's investment in a single issuer. The School's policy for reducing this risk of loss is to comply with the Rules of the Money Management Council. Rule 17 of the Money Management Council limits investments in a single issuer of commercial paper and corporate obligations to 5-10% depending upon the total dollar amount held in the portfolio.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The School's policy for managing its exposure to fair value loss arising from increasing interest rates is to comply with the Act. Section 51-7-11 of the Act requires that the remaining term to maturity of investments may not exceed the period of availability of the funds to be invested. The Act further limits the remaining term to maturity on all investments in commercial paper, bankers' acceptances, fixed rate negotiable deposits, and fixed-rate corporate obligations to 270 days - 15 months or less. The Act further limits the remaining term to maturity on all investments in obligations of the United States Treasury; obligations issued by U.S. government sponsored enterprises; and bonds, notes, and other evidence of indebtedness of political subdivisions of the state to five years. In addition, variable rate negotiable deposits and variable rate securities may not have a remaining term to final maturity exceeding three years.

Note 3 - Capital Assets

A summary of activity in the capital assets is as follows:

	<u>June 30, 2022</u>	<u>Additions</u>	<u>Deletions</u>	<u>June 30, 2023</u>
Capital assets, not subject to depreciation				
Land	\$ 5,315,617	\$ -	\$ -	\$ 5,315,617
Construction-in-progress	-	35,799	-	35,799
Total capital assets, not subject to depreciation	<u>5,315,617</u>	<u>35,799</u>	<u>-</u>	<u>5,351,416</u>
Capital assets subject to depreciation/amortization				
Buildings	40,907,392	-	-	40,907,392
Furniture and equipment	404,457	533,737	(150,376)	787,818
Computers	163,211	451,689	-	614,900
Portable classrooms	89,086	-	-	89,086
Capital improvements	146,763	26,850	-	173,613
Right-to-use leased office space and building	416,307	15,059,760	-	15,476,067
Total capital assets subject to depreciation/amortization	<u>42,127,216</u>	<u>16,072,036</u>	<u>(150,376)</u>	<u>58,048,876</u>
Less accumulated depreciation/amortization for				
Buildings	(5,040,615)	(1,048,907)	-	(6,089,522)
Furniture and equipment	(297,897)	(106,960)	-	(404,857)
Computers	(28,701)	(149,033)	150,376	(27,358)
Portable classrooms	(15,315)	(4,454)	-	(19,769)
Capital improvements	(55,418)	(15,732)	-	(71,150)
Right-to-use leased office space and building	(92,513)	(389,557)	-	(482,070)
Total accumulated depreciation/amortization	<u>(5,530,459)</u>	<u>(1,714,643)</u>	<u>150,376</u>	<u>(7,094,726)</u>
Total capital assets, subject to depreciation/amortization	<u>36,596,757</u>	<u>14,357,393</u>	<u>-</u>	<u>50,954,150</u>
Total capital assets, net	<u>\$41,912,374</u>	<u>\$14,393,192</u>	<u>\$ -</u>	<u>\$56,305,566</u>

Depreciation and amortization expense was charged to operation and maintenance of facilities function of the School.

Note 4 - Leases

In 2020, the School entered into an agreement to lease office space for 60 months. An initial lease liability was recorded in the amount of \$416,307. As of June 30, 2023, the value of the lease liability was \$248,966. Under the terms of the lease, the School pays a monthly base fee of \$8,000, increasing 3.0% annually on the anniversary of the agreement. The right-to-use asset is being amortized over a period of 5 years. The value of the right-to-use asset as of June 30, 2023 was \$416,307 and had accumulated amortization of \$185,025. The School used a discount of 4.50% based on an estimated incremental borrowing rate.

Remaining obligations associated with this lease are as follows:

<u>Years Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 94,078	\$ 9,296	\$ 103,374
2025	101,565	4,910	106,475
2026	53,323	702	54,025
Total	<u>\$ 248,966</u>	<u>\$ 14,908</u>	<u>\$ 263,874</u>

In 2022, the School entered into an agreement to lease a school building for 22 years. An initial lease liability was recorded in the amount of \$15,059,760. As of June 30, 2023, the value of the lease liability was \$14,950,313. Under the terms of the lease, the School pays a monthly based fee of \$94,515, increasing 2.0% annually on the anniversary of the agreement. The right-to-use asset is being amortized over a period of 22 years. The value of the right-to-use asset as of June 30, 2023 was \$15,059,760 and had accumulated amortization of \$297,045. The School used a discount of 4.50%, based on an estimated incremental borrowing rate.

Remaining obligations associated with this lease are as follows:

<u>Years Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 166,649	\$ 990,211	\$ 1,156,860
2025	217,172	962,825	1,179,997
2026	270,082	933,515	1,203,597
2027	325,521	902,148	1,227,669
2028	383,645	868,577	1,252,222
2029-2033	2,896,181	3,750,766	6,646,947
2034-2038	4,860,782	2,477,985	7,338,767
2039-2043	5,830,281	727,429	6,557,710
Total	<u>\$ 14,950,313</u>	<u>\$ 11,613,456</u>	<u>\$ 26,563,769</u>

Note 5 - Long-Term Liabilities

A summary of activity for the long-term liabilities is as follows:

	Balance at June 30, 2022	Additions	Retirements	Balance at June 30, 2023	Due Within One Year
Notes payable	\$ 84,865	\$ -	\$ (78,271)	\$ 6,594	\$ 6,594
Lease liabilities	335,974	15,059,760	(196,455)	15,199,279	260,727
Bonds payable	50,135,000	-	(75,000)	50,060,000	620,000
Bond discount	(34,479)	-	1,456	(33,023)	-
	<u>\$ 50,521,360</u>	<u>\$ 15,059,760</u>	<u>\$ (348,270)</u>	<u>\$ 65,232,850</u>	<u>\$ 887,321</u>

Long-term liabilities as of June 30, 2023, consist of the following:

Series 2022 Revenue and Refinancing Bonds, which are qualified academy bonds and have rates between 4.25% - 5.00%. The bonds were issued during fiscal year 2022 for \$50,135,000. Variable monthly principal and interest payments are required through June 2057. The School is required to meet certain covenants including debt coverage and restricted cash on hand. The proceeds were used to refinance various notes payable and lease liabilities.	\$ 50,060,000
Promissory note issued by the Utah State Board of Education that had an original issue amount of \$300,000. The note bears interest at 2.00%. The note requires monthly payments of principal and interest of \$6,604 through July 2023. The proceeds were used for general operations.	6,594
Lease liabilities - See Note 4	15,199,279
	65,265,873
Bond discount, net	(33,023)
	<u>\$ 65,232,850</u>

The annual requirements to pay principal and interest on the outstanding long-term liabilities is as follows:

<u>Years Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 626,594	\$ 2,463,248	\$ 3,089,842
2025	645,000	2,436,888	3,081,888
2026	670,000	2,409,475	3,079,475
2027	700,000	2,381,000	3,081,000
2028	730,000	2,351,250	3,081,250
2029-2033	4,180,000	11,232,000	15,412,000
2034-2038	5,280,000	10,126,250	15,406,250
2039-2043	6,740,000	8,667,750	15,407,750
2044-2048	8,595,000	6,806,000	15,401,000
2049-2053	10,975,000	4,431,250	15,406,250
2054-2057	10,925,000	1,399,000	12,324,000
Total	<u>\$ 50,066,594</u>	<u>\$ 54,704,111</u>	<u>\$ 104,770,705</u>

Note 6 - Concentrations

The School's principal source of support is state and federal-based support revenue. For the year ended June 30, 2023, this funding source accounted for approximately 94% of all revenue.

Note 7 - Benefit Plan

The School has a defined contribution retirement plan covering all full-time, salaried employees. The plan is administered by Helpside, an outsourcing company that the School has contracted with to perform its payroll and retirement functions. Eligible employees may contribute into an account at their option and discretion. The School matches employee contributions up to 3% of eligible contributions. The School provided matching contributions of \$197,688 during the year ended June 30, 2023.

Required Supplementary Information
June 30, 2023

Ascent Academies of Utah

Ascent Academies of Utah

Schedule of Revenue, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund
Year Ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget- Positive (Negative)
	Original	Final		
Revenue				
State aid	\$ 25,207,007	\$ 26,472,511	\$ 26,345,970	\$ (126,541)
Federal aid	1,749,461	2,305,227	2,491,547	186,320
Earnings on investments	-	155,000	172,118	17,118
School fees	-	27,176	28,366	1,190
School lunch sales	976,140	395,910	403,861	7,951
Other local sources	-	1,113,812	1,121,708	7,896
Total revenue	27,932,608	30,469,636	30,563,570	93,934
Expenditures				
Instructional	15,052,813	17,709,651	16,915,176	794,475
Support services				
Students	2,917,815	2,237,681	1,896,840	340,841
Staff assistance	541,348	486,228	527,198	(40,970)
General	116,840	10,000	-	10,000
School administration	1,548,801	2,126,656	2,125,594	1,062
Central services	1,683,331	1,346,954	1,239,990	106,964
Operation and maintenance of facilities	2,281,718	2,462,738	1,168,263	1,294,475
Facilities acquisition and construction	17,000	-	130,983	(130,983)
Transportation	21,192	15,390	18,312	(2,922)
Total support services	9,128,045	8,685,647	7,107,180	1,578,467
Non-instructional				
School food services program	1,172,945	1,373,184	1,247,067	126,117
Capital outlay	-	15,078,958	16,107,835	(1,028,877)
Total-non instructional	1,172,945	16,452,142	17,354,902	(902,760)
Debt service				
Principal	94,201	94,201	349,726	(255,525)
Interest	2,987,114	2,987,114	3,933,664	(946,550)
Total debt service	3,081,315	3,081,315	4,283,390	(1,202,075)
Total expenditures	28,435,118	45,928,755	45,660,648	268,107
Deficiency of Revenue Under Expenditures	(502,510)	(15,459,119)	(15,097,078)	362,041

Ascent Academies of Utah

Schedule of Revenue, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund

Year Ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget- Positive (Negative)
	Original	Final		
Other financing sources:				
Bonds issued	599,634	-	-	-
Proceeds from operating lease	-	15,059,758	15,059,760	2
Tother other financing	599,634	15,059,758	15,059,760	2
Net Change in Fund Balance	\$ 97,124	\$ (399,361)	\$ (37,318)	\$ 362,043

Note 1 - Basis of Budgeting

The School follows these procedures in establishing the budgetary data reflected in the financial statements.

1. The School's Lead Director is appointed as the budget officer. Before June 1 of each year, the budget officer shall prepare a tentative budget, with supporting documentation, to be submitted to the Board.
2. The tentative budget and supporting documents shall include the following items:
 - a. The revenue and expenditures of the preceding fiscal year,
 - b. The estimated revenue and expenditures of the current fiscal year,
 - c. A detailed estimate of the essential expenditures for all the purposes for the next succeeding fiscal year, and
 - d. The estimated financial condition of the School at the close of the fiscal year.
3. The tentative budget shall be filed with the School's Lead Director for public inspection at least 15 days before the date of the tentative budget's proposed adoption by the Board.
4. Before June 30 of each year, the Board will adopt a budget for the next fiscal year.
5. By the sooner of July 15 or 30 days of adopting a budget, the Board will file a copy of the adopted budget with the state auditor and the State Board of Education.



Supplementary Report in Compliance with
Government Auditing Standards, Federal
Awards Reports in Accordance with Uniform
Guidance, State of Utah Legal Compliance
Reports as Required by the *State Compliance
Audit Guide*

June 30, 2023

Ascent Academies of Utah



**Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance
and Other Matters Based on an Audit of Financial Statements Performed
in Accordance with *Government Auditing Standards***

The Board of Directors
Ascent Academies of Utah
West Jordan, Utah

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of Ascent Academies of Utah (the School), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the School's basic financial statements and the related notes to the financial statements and have issued our report thereon dated November 29, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the School's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the School's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

The image shows a handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, professional style.

Ogden, Utah
November 29, 2023



Independent Auditor’s Report on Compliance for the Major Federal Program; Report on Internal Control Over Compliance Required by the Uniform Guidance

The Board of Directors
Ascent Academies of Utah
West Jordan, Utah

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Ascent Academies of Utah’s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on Ascent Academies of Utah’s major federal program for the year ended June 30, 2023. Ascent Academies of Utah’s major federal program is identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

In our opinion, Ascent Academies of Utah complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the major federal program for the year ended June 30, 2023.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor’s Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Ascent Academies of Utah and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of Ascent Academies of Utah’s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Ascent Academies of Utah's federal program.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Ascent Academies of Utah's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Ascent Academies of Utah's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Ascent Academies of Utah's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Ascent Academies of Utah's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Ascent Academies of Utah's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as item 2023-001. Our opinion on the major federal program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on Ascent Academies of Utah's response to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. Ascent Academies of Utah's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we did identify a deficiency in internal control over compliance that we consider to be a significant deficiency.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2023-001, to be a significant deficiency.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on Ascent Academies of Utah's response to the internal control over compliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. Ascent Academies of Utah's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Ogden, Utah
November 29, 2023

Ascent Academies of Utah
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing	Pass-Through Entity Identifying Number	Expenditures
<u>U.S. Department of Education</u>			
Passed through Utah State Office of Education:			
Special Education Cluster			
Special Education Grants to States	84.027	H027A220059	\$ 416,495
Special Education State Level Activity (RDA)	84.027	H027A220059	11,500
Total Special Education Cluster			<u>427,995</u>
Title I Grants to Local Educational Agencies	84.010	S010A210044 & S010A220044	299,970
Title IIA Improving Teacher Quality	84.367	S367A210042 & S367A220042	73,610
Title IVA Supporting Effective Instruction	84.424	S424A210046 & S424A220046	31,000
Education Stabilization Funds			
COVID-19 Governors Emergency Education Relief II	84.425C	S425C210031	42,895
COVID-19 Elementary and Secondary School Education Relief II	84.425D	S425D210032	364,793
COVID-19 Elementary and Secondary School Education Relief III	84.425D	S425U210032	462,316
Total Education Stabilization Funds			<u>870,004</u>
Total U.S. Department of Education			<u>1,702,579</u>
<u>U.S. Department of Agriculture</u>			
Passed through Utah State Office of Education:			
Child Nutrition Cluster			
National School Lunch Program	10.555	236UT311N1099	32,487
Total Child Nutrition Cluster			<u>32,487</u>
Total U.S. Department of Agriculture			<u>32,487</u>
Total Federal Financial Assistance			<u>\$ 1,735,066</u>

Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the Ascent Academies of Utah (the School) under programs of the federal government for the year ended June 30, 2023. The information is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of Ascent Academies of Utah, it is not intended to and does not present the financial position, changes in net position, or changes in fund balance of Ascent Academies of Utah.

Note 2 - Summary of Significant Accounting Policies

Expenditures reported in the schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. No federal financial assistance has been provided to a subrecipient.

Note 3 - Indirect Cost Rate

The School has elected not to use the 10% de minimis cost rate.

Section I – Summary of Auditor’s Results

FINANCIAL STATEMENTS

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

FEDERAL AWARDS

Internal control over major program:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	Yes
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516 (a):	Yes

Identification of major programs:

<u>Name of Federal Program or Cluster</u>	<u>Federal Financial Assistance Listing</u>
COVID-19 Governors Emergency Education Relief II	84.425C
COVID-19 Elementary and Secondary School Education Relief II	84.425D
COVID-19 Elementary and Secondary School Education Relief III	84.425D
Dollar threshold used to distinguish between type A and type B programs:	\$750,000
Auditee qualified as low-risk auditee?	Yes

Section II – Financial Statement Findings

None

Section III – Federal Award Findings and Questioned Costs

2023-001 **U.S. Department of Education, Utah State Office of Education, Federal Financial Assistance Listing 84.425C, 84.425D and 84.425U, S425C210031, S425D210032, S425U210032**

Reporting

Significant Deficiency in Internal Control over Compliance and Compliance

Criteria: Ascent Academies of Utah should have policies and procedures in place to ensure that the required annual performance report is prepared accurately before submission to the State.

Condition: In connection with the audit procedures performed, it was noted that Ascent Academies of Utah reported incorrect amounts of ESSER II expenditures.

Cause: Ascent Academies of Utah did not properly review their records to determine the correct amount of ESSER II expenditures were reported correctly on the annual performance report.

Effect: Ascent Academies of Utah is not in compliance with 84.425 Education Stabilization Funds reporting requirements.

Questioned Costs: None reported

Context: In connection with the audit procedures performed, it was noted that the required annual performance report did not report program expenditures correctly.

Repeat Finding from Prior Year: No

Recommendation: Ascent Academies of Utah should contact the State of Utah and report the correct ESSER II expenditures.

Views of Responsible Officials: Management agrees with this finding and notes that the State of Utah has been contacted and the error already corrected.



**Independent Auditor's Report on Compliance and Report on Internal Control over Compliance
as Required by the *State Compliance Audit Guide***

The Board of Directors
Ascent Academies of Utah
West Jordan, Utah

Report on Compliance

We have audited Ascent Academies of Utah's (the School) compliance with the applicable state compliance requirements described in the *State Compliance Audit Guide*, issued by the Office of the State Auditor, for the year ended June 30, 2023.

State compliance requirements were tested for the year ended June 30, 2023, in the following areas:

- Budgetary Compliance
- Fraud Risk Assessment
- Open and Public Meetings Act
- Internal Control Systems
- Public Education Programs

Opinion on Compliance

In our opinion, the School complied, in all material respects, with the state compliance requirements referred to above for the year ended June 30, 2023.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the *State Compliance Audit Guide* (Guide). Our responsibilities under those standards and the *State Compliance Audit Guide* are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the School and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the School's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the state requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the School's government programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the School's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Guide will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about School's compliance with the requirements of the government program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding School's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the School's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *State Compliance Audit Guide* but not for the purpose of expressing an opinion on the effectiveness of the School's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses or significant deficiencies, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or to detect and correct noncompliance with a state compliance requirement on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a state compliance requirement will not be prevented or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the *State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose.

The image shows a handwritten signature in cursive script that reads "Eide Bailly LLP". The signature is written in black ink and is positioned above the typed name and date.

Ogden, Utah
November 29, 2023

OPEN
MEETINGS
TRAINING



Where is Utah's law on open and public meetings found?

Utah Code 52-4-101 through 52-4-305

What does the Open Meetings Act do?

It requires "public bodies" to deliberate and take actions openly

A charter school board is a public body.

What constitutes a meeting?

When a quorum of the members of the public body gather to discuss or act on a matter under its authority

Can take place in person or electronically

Does not include a chance gathering

A board retreat or work session , where school business is discussed



• What notice of the meeting is required?

- A notice of the dates for meetings over the course of a year must be given once a year
- 24 hours notice must be given for each meeting along with the agenda—must be posted on the PNW and at the location the meeting will be held

• What must the agenda include?

- Date
 - Time
 - Place
 - Action Items
 - Specific enough information to give people a reasonable understanding of all items to be discussed during the meeting
- 

When can a meeting be closed to the public? ^M

- (a) Discussing the mental or physical health, character, or professional competence, of an individual;
- (b) Strategy sessions to discuss collective bargaining;
- (c) Strategy sessions to discuss pending or reasonably imminent litigation;
- (d) Strategy sessions to discuss the purchase, exchange, or lease of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property and prevent completion of the transaction on the best possible terms for the public entity;
- (e) Strategy sessions to discuss the sale of real property that would disclose designated information, prevent the public entity from completing the sale on the best possible terms and when the terms of the sale will be publicly disclosed before the public body approves the sale;
- (f) Discussion regarding the deployment of security personnel, devices, or systems;
- (g) Investigative proceedings regarding allegation of criminal misconduct
- (h) Certain deliberations conducted in connection with a procurement under the procurement code. (52-4-205))
- (i) Interview candidates for elected board member positions



Closed Meetings

The description of the purpose for the closed session is not required to be specific

Recorded in the minutes should be the reason, location, and the vote by name of each member either for or against the meeting

2/3 of the board members present must vote to close the meeting

Board action can't take place, only discussion

Minutes and a recording of the closed session must be kept unless the meeting is closed to discuss the mental or physical health, character, or professional competence of an individual

The meeting is over, now what?

- Written minutes **and** a digital or tape recording must be kept of all open portions of all meetings.
- Approved minutes must be made available to the public within three business days.
- Recordings must be available within three days after the meeting.
- Minutes and recordings are all public record and can be GRAMA requested.
- Emails between board members are subject to GRAMA requests. (Don't write anything in an email you wouldn't want read in court or published in a newspaper.)



What happens if Open Meeting Law is broken?

- Actions taken in the meeting can be voided.
- It is a class B misdemeanor for a member of a public body to knowingly or intentionally violate the law.

Open Meeting training is required each year.

Questions??

Ascent Academies of Utah
Statement of Financial Position
Created on March 11, 2024
For Prior Month

	07/01/2023	Year Ending
	Through	06/30/2023
	02/29/2024	Actual
	<u>Actual</u>	<u>Actual</u>
Assets & Other Debits		
Current Assets		
Operating Cash	4,826,896	4,452,214
Accounts Receivables	264,513	735,041
Other Current Assets	0	104,119
Total Current Assets	<u>5,091,409</u>	<u>5,291,374</u>
Restricted Cash	<u>4,428,863</u>	<u>3,863,160</u>
Net Assets		
Fixed Assets	63,400,293	63,400,293
Depreciation	(7,094,727)	(7,094,727)
Total Net Assets	<u>56,305,566</u>	<u>56,305,566</u>
Total Assets & Other Debits	<u>65,825,838</u>	<u>65,460,100</u>
Liabilities & Fund Equity		
Current Liabilities	253,091	2,515,661
Long-Term Liabilities	<u>65,232,849</u>	<u>65,232,849</u>
Fund Balance	<u>(2,288,410)</u>	<u>(2,461,973)</u>
Net Income	<u>2,628,308</u>	<u>173,563</u>
Total Liabilities & Fund Equity	<u>65,825,838</u>	<u>65,460,100</u>

Ascent Academies of Utah Statement of Activities

Created on March 11, 2024
For Prior Month

Ascent Academies of Utah

	Annual June 30, 2024 Budget	Year-to-Date February 29, 2024 Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	629,000	666,954	106.0 %
Revenue From State Sources	30,848,019	20,081,762	65.1 %
Revenue From Federal Sources	1,464,755	635,321	43.4 %
Total Income	<u>32,941,774</u>	<u>21,384,037</u>	<u>64.9 %</u>
Expenses			
Instruction/Salaries	16,085,860	8,785,350	54.6 %
Employee Benefits	5,326,249	2,683,706	50.4 %
Purchased Prof & Tech Serv	2,947,271	1,764,728	59.9 %
Purchased Property Services	2,456,800	1,780,620	72.5 %
Other Purchased Services	1,417,017	1,271,613	89.7 %
Supplies & Materials	1,403,070	1,129,579	80.5 %
Property	150,000	132,435	88.3 %
Debt Services & Miscellaneous	3,153,972	1,310,333	41.5 %
Total Expenses	<u>32,940,239</u>	<u>18,858,364</u>	<u>57.3 %</u>
Total Net Income	<u>1,535</u>	<u>2,525,673</u>	<u>164,536.8 %</u>

Director's Report March 2024

Enrollment Update

As of 3/14/24, we have 3,048 students enrolled for next school year. That's an 11% increase from this year. Saratoga has a 34% increase, Lehi an 11% increase, West Valley a 6% increase, West Jordan a 2% increase, and Farmington a 2% increase. We are over 95% of the way to our enrollment goal for next year and it's only March. We will see jumps in enrollment in Saratoga as the building nears completion this summer and West Valley families traditionally wait until summer to enroll for the upcoming school year.

Recent Events

In sad news, we had one of our students (a child of one of our teachers) pass away from an unexpected and sudden respiratory illness. Counselors from across the network as well as other AW schools provided support to students and employee needs. We also had an outpouring of employees donating PTO to the teacher so she could take extended time to grieve and be with family.

Ascent was one of USBE's "spotlight schools" for our excellent work in the area of Student Data Privacy.

In the last month or two, Ascent has had success reviews, visits, and on-site audits from the USBE's Title I Dept, LAND Trust Office, and TSSA Dept. These reviews and visits highlighted to USBE Ascent's success in areas of finances and also in providing comprehensive and effective services to students.

Saratoga Purchases

We can fully furnish the new building with technology and furniture for all classrooms or we can only furnish those rooms which we know will be full next year, as we grow into our full capacity over the next year or two. See specific ETS and OP Furniture quotes in packet for more details.

fully furnished - \$350,000

partially furnished - \$190,000

ASCENT ACADEMIES OF UTAH

REIMBURSEMENT RESOLUTION OF THE BOARD OF DIRECTORS

The majority of the Members of the Board of Ascent Academies of Utah (the “School”), a Utah nonprofit corporation, take the following action on _____, 2023.

WHEREAS, the School has determined that it is in its best interests to enter into a loan agreement between the School and the Utah Charter School Finance Authority, or any other eligible issuer (the “Issuer”), whereby the School will borrow the proceeds of the Issuer’s Charter School Revenue Bonds (Ascent Academies of Utah) Series 2023 or 2024 (the “Bonds”) to finance the costs of acquiring, improving and/or equipping of certain charter school facilities and/or land (the “Project”); and

WHEREAS, the School has determined that it is appropriate and necessary that the School express its intention to reimburse certain qualified expenditures incurred by the School with respect to the acquisition, improving and/or equipping of the Project with the proceeds of the Bonds; and

WHEREAS, no costs of the Project to be reimbursed were paid more than 60 days prior to the date of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL AS FOLLOWS:

Section 1. The School hereby declares its intention and reasonable expectation to use the proceeds of Bonds of the Issuer to reimburse itself for expenditures for costs of the Project. The School intends that the Bonds are to be issued, and the reimbursements made, by the later of 18-months after the later of (a) the payment of the costs or (b) after the Project is placed in service, but in any event, no more than three years after the date the expenditure was paid. The School anticipates that the maximum principal amount of Bonds which will be issued to finance the Project will not exceed \$40,000,000. The particular amount, maturities, fixed or variable interest rates, redemption terms and other terms and provisions of the Bonds will be determined by a resolution of the Issuer.

Section 2. If any provisions of this resolution should be held invalid, the invalidity of such provision shall not affect the validity of any of the other provisions of this resolution.

Section 3. The appropriate officials of the School, including without limitation the Board Chair or in his absence any available Board member of the School, the Chief Administrative Officer, and/or the Treasurer of the School, are hereby authorized and directed to execute and deliver for and on behalf of the School any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this resolution.

Section 4. All resolutions of the School or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency.

Section 5. This resolution shall become effective immediately upon its adoption.

Signature: _____
Print Name: _____
Title: _____



1. Certification of Authorized Individuals

I, Mike Ostermiller (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Ascent Academies of Utah (Name of Legal Entity). Please list at least two individuals.

Name	Title	Email	Signature(s)
<u>Mike Ostermiller</u>	<u>Board Chair</u>		
<u>Wade Glathar</u>	<u>Executive Director</u>		
<u>Cathie Hurst</u>	<u>Controller</u>		

The authority of the named individuals to act on behalf of Ascent Academies of Utah (Name of Legal Entity) shall remain in full force and effect until written revocation from Ascent Academies of Utah (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Board Chair (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 18th day of March, 2024, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Signature	Date	Printed Name	Title
	<u>March 18, 2024</u>	<u>Mike Ostermiller</u>	<u>Board Chair</u>

STATE OF UTAH)
)
COUNTY OF _____)

Subscribed and sworn to me on this 18th day of March, 2024, by Mike Ostermiller (Name), as Board Chair (Title) of Ascent Academies of Utah (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

(seal)

ASCENT ACADEMY SARATOGA NORTH WALK- IN Quote



TO
ASCENT ACADEMY
SARATOGA SPRINGS




PROJECT
ASCENT ACADEMY
SARATOGA NORTH WALK-
IN

FROM
Bargreen Ellingson - Salt
Lake City
Paul Kuhn
1855 South 300 West
Salt Lake City, UT 84115

Date: 03/07/2024
Job Reference #: 5341

Item	Qty	Description	Sell	Sell Total
1	1 ea	Walk In Combination Cooler Freezer <i>Custom Model No. CUSTOM</i> CUSTOM WALK-IN COOLER/FREEZER COMBO 9'8"X15'5"X8'6-1/4" WITH REFRIGERATION SYSTEMS 34" DOOR (HINGING TO BE SPECIFIED) GALVALUME INTERIOR/EXTERIOR FINISH 9'X7'2-1/2" FREEZER SECTION WITH 18" LED LIGHT, DIGITAL THERMOMETER, STRIP CURTAIN AND STANDARD DOOR CLOSER 9'X7'2-1/2" COOLER SECTION WITH 18" LED LIGHT, DIGITAL THERMOMETER,STRIP CURTAIN AND STANDARD DOOR CLOSER REFRIGERATION SYSTEMS TO BE PC199LZOP-2E, 208-230/60/1, 2HP, R404A, Pre-Charged, Air-Cooled, Low Temp Standard Compressor Unit, Amps: 15.1, Ambient Temperature: 110 Includes Fan Cycle Controls, Amps: 15.1, Ambient Temperature: 110 EL26-077-2EC-PR-4, 208-230/60/1, R404A, Low Temp, Electric Defrost, Standard Unit Cooler PC69MOP-2E, 208-230/60/1, 3/4 HP, R404A, Medium Temp Standard Pre Charged Air Cooled Hermetic Condensing Unit, Amps: 7.4, Ambient Temperature: 110 Includes Fan Cycle Controls, Amps: 7.4, Ambient Temperature: AM26-073-1EC-PR-4, 115/60/1, R404A, Medium Temp, Air Defrost	\$37,972.45	\$37,972.45
			Freight:	\$985.00
			ITEM TOTAL:	\$38,957.45
1.1	1 ea	CUSTOM <i>Custom Model No. WARRANTY</i> ADDITIONAL EXTENDED WARRANTY FOR COOLER/FREEZER .COMPRESSOR	\$527.00	\$527.00
			ITEM TOTAL:	\$527.00
1.2	1 ea	Custom install <i>Custom Model No. INSTALLATION</i> INSTALLATION OF THE WALK IN COOLER/FREEZER COMBO BOX AND REMOTE REFRIGERATION SYSTEMS (20FT MAX LINE RUN PER SYSTEM). INSTALLATION OF THE CONDENSATE DRAIN LINE & FREEZER HEAT TRACE TO AN OPEN FLOOR DRAIN WITHIN 10FT OF THE BOX. ALL ELECTRICAL, CONCRETE LEVELING, AND CORE DRILLING TO BE DONE BY OTHERS AND IS	\$8,710.00	\$8,710.00

Item	Qty	Description	Sell	Sell Total
NOT INCLUDED.				
			ITEM TOTAL:	\$8,710.00
5	1 ea	Work Table, Stainless Steel Top GSW USA Model No. WT-EB3048 Economy Work Table, 48"W x 30"D x 35"H, 16/430 stainless steel top with 1-1/2"H rear up-turn, 18 gauge galvanized undershelf, 18 gauge galvanized legs with adjustable ABS bullet feet, rolled edge construction, ETL	\$233.87	\$233.87 ✓
			ITEM TOTAL:	\$233.87
6	1 ea	Work Table Drawer GSW USA Model No. DA-1320 Heavy Drawer, for work table, 23"W x 16-1/8"D x 7"H, ball bearing slides, 200 lb. load capacity, removable insert, stainless steel pan included, welded stainless steel construction, ETL	\$210.46	\$210.46
			ITEM TOTAL:	\$210.46
7	1 ea	Mobile Heated Cabinet Metro Model No. C519-HFC-4 C5™ 1 Series Heated Holding Cabinet, mobile, full height, non insulated, clear polycarbonate door, removable bottom mount control module, thermostat to 190°F, fixed wire slides on 3" centers (18) 18" x 26" or (34) 12" x 20" x 2 1/2" pan capacity, 5" casters (2 with brakes), aluminum, 120v/60/1 ph, 2000 watts, 16 amps, NEMA 5 20P, cULus, NSF	\$2,497.69	\$2,497.69 ✓
	1 ea	1 year warranty against manufacturing defects		
			ITEM TOTAL:	\$2,497.69
8	20 ea	Wire Shelving Centaur Model No. C2460K Packed 2 ea Centaur®K Series Shelving, wire, 60"W x 24"D, green epoxy, NSF	\$52.23	\$1,044.60 ✓
	20 ea	Limited 7 year warranty against corrosion on all green epoxy shelves, posts & accessories		
	16 ea	C74K Centaur® Stationary Post, 74-5/8"H, with leveling bolt & cap, green epoxy	\$13.94	\$223.04
			ITEM TOTAL:	\$1,267.64
9	20 ea	Wire Shelving	\$45.16	\$903.20 ✓

Item	Qty	Description	Sell	Sell Total
		<i>Centaur Model No. C2448K Packed 4 ea</i> Centaur@K Series Shelving, wire, 48"W x 24"D, green epoxy, NSF		
	20 ea	Limited 7 year warranty against corrosion on all green epoxy shelves, posts & accessories		
	16 ea	C74K Centaur® Stationary Post, 74-5/8"H, with leveling bolt & cap, green epoxy	\$13.94	\$223.04
			ITEM TOTAL:	\$1,126.24
10	8 ea	Wire Shelving <i>Centaur Model No. C2436K Packed 4 ea</i> Centaur@K Series Shelving, wire, 36"W x 24"D, green epoxy, NSF	\$36.49	\$291.92 ✓
				
	8 ea	Limited 7 year warranty against corrosion on all green epoxy shelves, posts & accessories		
	8 ea	C63K Centaur® Stationary Post, 62-9/16"H, with leveling bolt & cap, green epoxy	\$12.54	\$100.32
			ITEM TOTAL:	\$392.24
10	16 ea	Wire Shelving <i>Centaur Model No. C2448C Packed 4 ea</i> Centaur® Shelving C Series Shelving, wire, 48"W x 24"D, chrome plated finish, NSF	\$39.82	<Optional>
				
	16 ea	C74C Centaur® Stationary Post, 74-5/8"H, with leveling bolt & cap, chrome	\$11.76	<Optional>
				ITEM TOTAL: <Optional>
			Total	\$53,922.59

5477.87

Pricing does not include installation or final connections unless otherwise noted or agreed upon in aforementioned verbiage.

Unless noted above, this exclusion includes but is not limited to provision of critical accessories ie- ceiling enclosures for hoods and ducting and fans for ventilation equipment. Ramps and floor level transitions for walk-in boxes, walk-in plumbing and refrigeration lines. Walk-in quotations provided assume a level floor and electrical and floor drain within 5' of install location.

Verification of incoming water temperature, electrical and gas type is responsibility of the owner and/or architect upon confirmation of agreement to the equipment in

this document.

CUSTOMER COMMITMENT: In foodservice, things don't always go as planned. When those things happen, Bargreen Ellingson is committed to make it right. Our staff is given the power to resolve your issue. If they cannot, or if you are not completely satisfied, we encourage you to call our President, David Ellingson, at (253) 234-1400. Thank you for the opportunity to serve you!

ENGAGEMENT CLIENT: En restauration, les choses ne se passent pas toujours comme prévu. Lorsque ces choses se produisent, Bargreen Ellingson s'engage à y remédier. Notre personnel a le pouvoir de résoudre votre problème. S'ils ne peuvent pas, ou si vous n'êtes pas entièrement satisfait, nous vous encourageons à appeler notre président, David Ellingson, au (253) 234-1400. Merci pour l'opportunité de vous servir!

Thank you for your business!

Acceptance: _____

Date: _____

Printed Name: _____

Project Grand Total: \$53,922.59



**COMMERCIAL
KITCHEN
SUPPLY**

Quote

03/07/2024

To:
Academica West
Kirk Blake

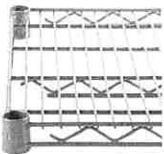
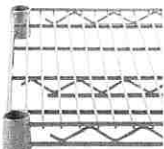

Project:
Ascent Saratoga Springs

From:
Commercial Kitchen Supply
Jason Scoville
1030 W. 650 N.
Centerville, Utah 84014
(801)292-1611
801-292-1611 (Contact)
jason@commercialkitchensupply.com

Item	Qty	Description	Sell	Sell Total
3	1 ea	WALK IN COOLER/FREEZER Norlake Model No. WALK IN COMBO Nor-Lake FINELINE INDOOR Walk-In Cooler/Freezer Combination (2 compartments) 15' 5" long, 9' 8" wide, 8' 7" high. Refrigeration included	\$37,499.76	\$37,499.76 ✓
			ITEM TOTAL:	\$37,499.76
4	1 ea	WORK TABLE, STAINLESS STEEL TOP Advance Tabco Model No. TTF-304-X Special Value Work Table, 48"W x 30"D, 18 gauge 430 stainless steel top with rolled rim on front & 1-1/2" backsplash on rear, adjustable galvanized undershelf, galvanized legs with adjustable plastic bullet feet, NSF	\$273.70	\$273.70 ✓
			ITEM TOTAL:	\$273.70
6	1 ea	HEATED HOLDING PROOFING CABINET, MOBILE Metro Model No. C519-CFC-U Quick Ship - C5™ 1 Series Heated Holding & Proofing Cabinet, mobile, full height, non-insulated, clear polycarbonate door, removable bottom mount control module, thermostat to 190°F, universal wire slides on 3" centers, adjustable on 1-1/2" increments (18) 18" x 26" or (34) 12" x 20" x 2-1/2" pan capacity, 5" casters (2 with brakes), aluminum, 120v/60/1-ph, 2.0kW, 16 amps, NEMA 5-20P, cULus, NSF	\$3,066.17	\$3,066.17 ✓
1 ea 1 year warranty against manufacturing defects			ITEM TOTAL:	\$3,066.17
7	20 ea	WIRE SHELVING Olympic Model No. J2460K Packed 2 ea Shelf, wire, 24" x 60", green epoxy finish with chromate substrate, NSF	\$43.04	\$860.80 ✓
20 ea 1 year warranty against manufacturing defects				
20 ea 7 year warranty against rust and corrosion				

Commercial Kitchen Supply

03/07/2024

Item	Qty	Description	Sell	Sell Total
	20 ea	J74K Post 74", stationary, grooved at 1" intervals, includes leveling bolt & cap, green epoxy finish with chromate substrate, NSF	\$12.16	\$243.20
			ITEM TOTAL:	\$1,104.00
8	20 ea	WIRE SHELVING Olympic Model No. J2448K Packed 4 ea Shelf, wire, 24" x 48", green epoxy finish with chromate substrate, NSF	\$36.17	\$723.40
				
	20 ea	1 year warranty against manufacturing defects		
	20 ea	7 year warranty against rust and corrosion		
	20 ea	J74K Post 74", stationary, grooved at 1" intervals, includes leveling bolt & cap, green epoxy finish with chromate substrate, NSF	\$12.16	\$243.20
			ITEM TOTAL:	\$966.60
9	8 ea	WIRE SHELVING Olympic Model No. J2436K Packed 4 ea Shelf, wire, 24" x 36", green epoxy finish with chromate substrate, NSF	\$30.15	\$241.20
				
	8 ea	1 year warranty against manufacturing defects		
	8 ea	7 year warranty against rust and corrosion		
	8 ea	J74K Post 74", stationary, grooved at 1" intervals, includes leveling bolt & cap, green epoxy finish with chromate substrate, NSF	\$12.16	\$97.28
			ITEM TOTAL:	\$338.48
10	16 ea	WIRE SHELVING Olympic Model No. J2448C Packed 4 ea Shelf, wire, 24" x 48", chromate finish, NSF	\$34.72	\$555.52
				
	16 ea	1 year warranty against manufacturing defects		
	16 ea	J74C Post 74", stationary, grooved at 1" intervals, includes leveling bolt & cap, chrome finish, NSF	\$11.43	\$182.88
			ITEM TOTAL:	\$738.40

THIS QUOTE IS VALID FOR 30 DAYS AND DOES NOT INCLUDE SALES TAX.
 IT INCLUDES THE PURCHASE AND DELIVERY OF EQUIPMENT LISTED.
 ANY FINAL CONNECTIONS SUCH AS PLUMBING OR ELECTRICAL ARE TO
 BE COMPLETED BY OTHERS.
 ROOF PENETRATIONS AND REPAIRS ARE TO BE COMPLETED BY
 OTHERS.
 INSTALLATION INCLUDES BUILDING THE WALK IN AND COMPLETED
 THE REFRIGERATION LINES. IT ALSO INCLUDES UNCRATING, LEVELING
 AND SETTING EQUIPMENT IN PLACE. WE WILL BUILD THE SHELVING
 UNITS AND HAUL AWAY ANY SHIPPING MATERIALS.

Commercial Kitchen Supply

03/07/2024

Merchandise	\$43,987.11
Freight	\$2,686.40
Installation	\$3,600.00
Refrigeration	\$7,945.00
Total	\$58,218.51

Acceptance: _____ Date: _____

Printed Name: _____



Description

Mobile cafeteria tables are used every day throughout the world in multi-purpose environments. Our high-quality state-of-the-art tables are safe, durable, easy to operate, and a great long-term value. All mobile cafeteria tables are 100% Made in the USA, UL certified, ANSI/BIFMA certified, MAS Green certified, and have a 15 year warranty. Our tables are perfect for heavy-use and heavy-turn settings providing years of trusted service. Depending on the edge band here is your cost. Priced 1 table each. You need 2 tables to make 1 full size. Tables are 8' wide x 54" when connected together.

- **Table with T-Mold edge band \$1,150.00ea. x 2 = \$2,300.00 + Shipping Good Edge**
- **Table with Dyna Rock edge band \$1,200.00ea. x 2 = \$2,400.00 + Shipping Best Edge**



EMINENT TECHNICAL SOLUTIONS

1103 N 1600 W, Layton, UT 84041

932 E 00 S, Declo, ID 83323

833.758.7300

etscorp.com

PROJECT QUOTE

CM-1738

ISSUED TO

Ascent Academies
290 N Flint St
Kaysville UT 84375

DATE

3/6/2024

PROJECT DESCRIPTION

AAUSS B2 - Audio Enhancement XD System (Qty.19)

EXPIRATION DATE

4/5/2024

PROJECT MANAGER

Bilanzich, Jason D
jason.bilanzich@etscorp.com

DESCRIPTION

QTY

UNIT PRICE

EXT PRICE

*** Scope of Work ***

- (Qty 19) Install audio enhancement with tear drops mic in class room given.

Audio Enhancement with Installation

1

31,990.00

31,990.00

(Qty 19) *** Classroom Audio Enhancement System***
Sentinel Alert System Pal - 4 Ceiling Speakers
Power Supply Switching for the Ultimate III, MS-400, and GL-300
Battery Panasonic rechargeable nickel metal hydride AA battery (orange)
Charger Wall Mount Mic Charger - AEBC- 09
CA-50 Amplifier (Power Supply 3010-0100 Sold Separately)
Cable - 50ft Cat6 Plenum w/Molded Boot - Black
50' Plenum Rated Speaker Wire
75' Plenum Rated Speaker Wire
Satellite TLD100 Infrared Dome Receiver
Tile Bridges for CS-12 Ceiling Speaker
CS-12 Ceiling Speaker with Plenum Rated Back can
AE Infrared Teardrop Microphone MTD-09 - SAFE Enabled - NBL
Enclosed Wall Mount Box
- Installation of Speakers, Wiring, wall box
- Setup system

TERMS AND CONDITIONS

For equipment purchases, payment is due prior to work being completed. Project invoices will be Due Upon Receipt. Invoices not paid within terms will be subject to an interest charge of 18% per annum. If collection is required, the undersigned agrees to pay collection costs and reasonable attorney fees. Standard manufacturer's warranty applies to equipment unless otherwise stated. Sign and date below to accept this quote.

SUBTOTAL

31,990.00

SALES TAX

0.00

QUOTE TOTAL

31,990.00

Signature: _____

Date: _____

Thank you for considering ETS for your project. We are pleased to present you with a project quote for the services we will provide. The quote presented in this document includes a description of the services we will provide and the total project cost. We strive to take all factors into consideration to provide a fair and accurate quote for your project. If the project requires a change in materials or scope of work, ETS will produce a change order for your approval.

The following process will be followed by client or ETS if a change to this quote is required:

- A request to change or add to any part of the project must be made in writing and will be considered a 'Change Order' to the original project.
- If the Change Order will require a difference in the original project cost, an estimated amount will be provided to the Client for review and approval.
- The Client will confirm the Change Order via email response or signature on change order quote, and in doing so, it is agreed that the Client will pay any difference in cost illustrated in the change order once the project is completed and invoiced. If the Change Order requires some payment upfront, this will be noted.

If you have any questions or concerns about the project quote, please do not hesitate to contact us. We appreciate the opportunity to work with you and look forward to the possibility of partnering on this project.



EMINENT TECHNICAL SOLUTIONS

1103 N 1600 W, Layton, UT 84041

932 E 00 S, Declo, ID 83323

833.758.7300

etscorp.com

PROJECT QUOTE

CM-1739

ISSUED TO

Ascent Academies
290 N Flint St
Kaysville UT 84375

DATE

3/6/2024

PROJECT DESCRIPTION

AAUSS B2 - Classroom Projectors and TV's

EXPIRATION DATE

4/5/2024

PROJECT MANAGER

Bilanzich, Jason D
jason.bilanzich@etscorp.com

DESCRIPTION

QTY

UNIT PRICE

EXT PRICE

Projector Kit

1

32,515.00

32,515.00

- (Qty.19) Viewsonic Projector (Includes 1x for AV Cart)
- (Qty.19) Apple TV (Includes 1x for AV Cart)
- (Qty.19) Apple TV Mount (Includes 1x for AV Cart)
- (Qty.18) Projector Mount
- (Qty.18) Installation of projector and routing cable to wall for HDMI
- (Qty.19) Setup & configuration

Projector Mobile Cart

1

699.00

699.00

- (Qty.1) AV Cart
- (Qty.1) HDMI, Surge Protector, Misc Hardware
- (Qty.1) Setup & configuration of AV cart

TV Kit

1

5,770.00

5,770.00

- (Qty. 4) LG 75 inch TV
- (Qty. 4) Adjustable Brackets
- Labor
- Setup and configuration

TERMS AND CONDITIONS

For equipment purchases, payment is due prior to work being completed. Project invoices will be Due Upon Receipt. Invoices not paid within terms will be subject to an interest charge of 18% per annum. If collection is required, the undersigned agrees to pay collection costs and reasonable attorney fees. Standard manufacturer's warranty applies to equipment unless otherwise stated. Sign and date below to accept this quote.

SUBTOTAL

38,984.00

SALES TAX

0.00

QUOTE TOTAL

38,984.00

Signature: _____

Date: _____

Thank you for considering ETS for your project. We are pleased to present you with a project quote for the services we will provide. The quote presented in this document includes a description of the services we will provide and the total project cost. We strive to take all factors into consideration to provide a fair and accurate quote for your project. If the project requires a change in materials or scope of work, ETS will produce a change order for your approval.

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EMINENT TECHNICAL SOLUTIONS

1103 N 1600 W, Layton, UT 84041

932 E 00 S, Declo, ID 83323

833.758.7300

etscorp.com

PROJECT QUOTE

CM-1741

ISSUED TO

Ascent Academies
290 N Flint St
Kaysville UT 84375

DATE

3/6/2024

PROJECT DESCRIPTION

AAUSS B2- Door Access adds (Qty.5)

EXPIRATION DATE

4/5/2024

PROJECT MANAGER

Bilanzich, Jason D
jason.bilanzich@etscorp.com

DESCRIPTION

QTY

UNIT PRICE

EXT PRICE

*** Scope of Work ***

- Install Door Access Control according to map. (Qty.3)
 - Elevator
 - Office Door
 - Hallway Door
- Install Door Bell to ring to front desk
- Install push button to release front door

Access Control	1	6,972.50	6,972.50
----------------	---	----------	----------

- (Qty.3) Door Access Cable
- (Qty. 3) Wiegand Modules
- (Qty. 2) Door Hardware
- (Qty. 3) Card Reader
- (Qty.2) Push button release
- Setup and configure
- Access Control Labor

Door Bell	1	1,180.00	1,180.00
-----------	---	----------	----------

- (Qty.1) Door Bell
- Installation
- Setup and configure

TERMS AND CONDITIONS

For equipment purchases, payment is due prior to work being completed. Project invoices will be Due Upon Receipt. Invoices not paid within terms will be subject to an interest charge of 18% per annum. If collection is required, the undersigned agrees to pay collection costs and reasonable attorney fees. Standard manufacturer's warranty applies to equipment unless otherwise stated. Sign and date below to accept this quote.

SUBTOTAL 8,152.50

SALES TAX 0.00

QUOTE TOTAL 8,152.50

Signature: _____

Date: _____

Thank you for considering ETS for your project. We are pleased to present you with a project quote for the services we will provide. The quote presented in this document includes a description of the services we will provide and the total project cost. We strive to take all factors into consideration to provide a fair and accurate quote for your project. If the project requires a change in materials or scope of work, ETS will produce a change order for your approval.

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EMINENT TECHNICAL SOLUTIONS

1103 N 1600 W, Layton, UT 84041

932 E 00 S, Declo, ID 83323

833.758.7300

etscorp.com

PROJECT QUOTE

EM-2732

ISSUED TO

Ascent Academies
290 N Flint St
Kaysville UT 84375

DATE

3/6/2024

PROJECT DESCRIPTION

AAUSS B2 - Student Devices *No CB Licenses

EXPIRATION DATE

4/5/2024

PROJECT MANAGER

Homer, Jordan R
jordan.homer@etscorp.com

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
LocknCharge Joey 30 Cart - Charges - Secures - Stores - Transports - Up To 30 Devices	4	1,100.00	4,400.00
Receive, Unbox, and Inspect Carts	1	95.00	95.00
Chromebook 11 3110(Non-Touch) - Intel Celeron N4020 Processor - 4GB 2400MHz LPDDR4 - 16GB eMMC Storage - 11.6" HD (1366 x 768) Anti-Glare Display - Camera & Microphone - 3-Cell Battery - 1 USB Type-C, 1 USB Type-A 3.1 Ports - 65W AC Adapter - 1 Year RTD Hardware Warranty	81	237.00	19,197.00
10.2-inch iPad Wi-Fi 64GB - Space Gray	10	299.00	2,990.00
iPad 10.2-inch Screen Protector	10	35.00	350.00
iPad 10.2-inch Folio Case	10	40.00	400.00
Setup & Configuration of iPads for Students	10	65.00	650.00
- Mosyle licenses will need to be purchased and ordered via the schools card per device, per year	1	0.00	0.00
Deliver Carts, iPads, and Chromebooks to Saratoga Springs B2.	2	95.00	190.00

TERMS AND CONDITIONS

For equipment purchases, payment is due prior to work being completed. Project invoices will be Due Upon Receipt. Invoices not paid within terms will be subject to an interest charge of 18% per annum. If collection is required, the undersigned agrees to pay collection costs and reasonable attorney fees. Standard manufacturer's warranty applies to equipment unless otherwise stated. Sign and date below to accept this quote.

SUBTOTAL 28,272.00

SALES TAX 0.00

QUOTE TOTAL 28,272.00

Signature: _____

Date: _____

Thank you for considering ETS for your project. We are pleased to present you with a project quote for the services we will provide. The quote presented in this document includes a description of the services we will provide and the total project cost. We strive to take all factors into consideration to provide a fair and accurate quote for your project. If the project requires a change in materials or scope of work, ETS will produce a change order for your approval.

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If you have any questions or concerns about the project quote, please do not hesitate to contact us. We appreciate the opportunity to work with you and look forward to the possibility of partnering on this project.

ISSUED TO

Ascent Academies
290 N Flint St
Kaysville UT 84375

DATE

3/7/2024

PROJECT DESCRIPTION

AAUSS B2 - Classroom Kits (Full)

EXPIRATION DATE

4/6/2024

PROJECT MANAGER

Homer, Jordan R
jordan.homer@etscorp.com

DESCRIPTION

QTY

UNIT PRICE

EXT PRICE

iPad Kit	1	14,150.00	14,150.00
<ul style="list-style-type: none"> - (Qty.21) 10.2-inch iPad Wi-Fi 64GB - Space Gray - (Qty.21) Folio Case - (Qty.21) Screen Protector - (Qty.21) JustStand V2 iPad Stand - (Qty.21) Labor to setup & configure iPads to work with the MDM - (Qty.21) Unbox, Build, and Distribute JustStand V2 iPad Stands 			

Notes

- Mosyle licenses will need to be purchased and ordered via the schools card for \$5.50 per device, per year

TERMS AND CONDITIONS

For equipment purchases, payment is due prior to work being completed. Project invoices will be Due Upon Receipt. Invoices not paid within terms will be subject to an interest charge of 18% per annum. If collection is required, the undersigned agrees to pay collection costs and reasonable attorney fees. Standard manufacturer's warranty applies to equipment unless otherwise stated. Sign and date below to accept this quote.

SUBTOTAL 14,150.00

SALES TAX 0.00

QUOTE TOTAL 14,150.00

Signature: _____

Date: _____

Thank you for considering ETS for your project. We are pleased to present you with a project quote for the services we will provide. The quote presented in this document includes a description of the services we will provide and the total project cost. We strive to take all factors into consideration to provide a fair and accurate quote for your project. If the project requires a change in materials or scope of work, ETS will produce a change order for your approval.

The following process will be followed by client or ETS if a change to this quote is required:

- A request to change or add to any part of the project must be made in writing and will be considered a 'Change Order' to the original project.
- If the Change Order will require a difference in the original project cost, an estimated amount will be provided to the Client for review and approval.
- The Client will confirm the Change Order via email response or signature on change order quote, and in doing so, it is agreed that the Client will pay any difference in cost illustrated in the change order once the project is completed and invoiced. If the Change Order requires some payment upfront, this will be noted.

If you have any questions or concerns about the project quote, please do not hesitate to contact us. We appreciate the opportunity to work with you and look forward to the possibility of partnering on this project.



EMINENT TECHNICAL SOLUTIONS

1103 N 1600 W, Layton, UT 84041

932 E 00 S, Declo, ID 83323

833.758.7300

etscorp.com

PROJECT QUOTE

EM-2735

ISSUED TO

Ascent Academies
290 N Flint St
Kaysville UT 84375

DATE

3/7/2024

PROJECT DESCRIPTION

AAUSS B2 - Phone System w/ Installation & Bells (Full)

EXPIRATION DATE

4/6/2024

PROJECT MANAGER

Homer, Jordan R
jordan.homer@etscorp.com

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Line 01 VoIP Handsets 1 x Yealink SIP Conference Phone with Wireless Mics 2 x Yealink T46U Handset 31 x Yealink T31P Handset	1	3,324.00	3,324.00
Line 02 Credit Adjustment ETS Provided Phone System Equipment Complete Kit	1	-3,324.00	-3,324.00
Line 03 Labor Build New Extensions Build Call Tree Place & Adopt Phones Set Up Paging Groups (SNOMS) Setup B2 Bell Server	1	3,515.00	3,515.00
Line 04 New MRC Billed Upon Service Activation (Taxes and Usage Not Included) -Hosted VoIP PBX -Server Licensing and Maintenance on Existing 32 SIP Server License (Existing) - 24 x SIP phone line (Existing) - 17 x DID numbers for client use (Existing) - 1 x Market Expansion Line (Existing) - 500 Minutes Long Distance (Existing) -User and Device ETS unlimited support (258 Quantity) -User and Device ETS unlimited warranty (258 Quantity)	1	2,229.05	2,229.05
Line 05 Update MBS	1	0.00	0.00

TERMS AND CONDITIONS

For equipment purchases, payment is due prior to work being completed. Project invoices will be Due Upon Receipt. Invoices not paid within terms will be subject to an interest charge of 18% per annum. If collection is required, the undersigned agrees to pay collection costs and reasonable attorney fees. Standard manufacturer's warranty applies to equipment unless otherwise stated. Sign and date below to accept this quote.

SUBTOTAL 5,744.05

SALES TAX 0.00

QUOTE TOTAL 5,744.05

Signature: _____

Date: _____

Thank you for considering ETS for your project. We are pleased to present you with a project quote for the services we will provide. The quote presented in this document includes a description of the services we will provide and the total project cost. We strive to take all factors into consideration to provide a fair and accurate quote for your project. If the project requires a change in materials or scope of work, ETS will produce a change order for your approval.

The following process will be followed by client or ETS if a change to this quote is required:

- A request to change or add to any part of the project must be made in writing and will be considered a 'Change Order' to the original project.
- If the Change Order will require a difference in the original project cost, an estimated amount will be provided to the Client for review and approval.
- The Client will confirm the Change Order via email response or signature on change order quote, and in doing so, it is agreed that the Client will pay any difference in cost illustrated in the change order once the project is completed and invoiced. If the Change Order requires some payment upfront, this will be noted.

If you have any questions or concerns about the project quote, please do not hesitate to contact us. We appreciate the opportunity to work with you and look forward to the possibility of partnering on this project.

E-RATE BID EVALUATION GRID

Organization Name:	Ascent Academies of Utah	E-Rate Yr:	2024-25
Prepared by:	Krissi Hutchinson	Title:	Network Technology Coordinator
Signature:	<i>Krissi Hutchinson</i>	Date:	3/15/24

Description of Service:									
Service Provider	E-Rate Eligible Costs	Other Costs - Not Eligible	Price-Erate	Price-Other Costs	Prior Experience	Personnel Qualifications	Responsiveness	Technical Merit	Total Points
Points Possible for Each Bid			30.000	5	20	10	15	20	100
1 Eminent Technical Solutions, LLC	79,374.19		30.000	No Competing bids received					
2									0.000
3									0.000
4									0.000
5									0.000
6									0.000
7									0.000
8									0.000
9									0.000
10									0.000

99,217.74

EVALUATION RATIONALE (Attach additional pages as necessary)

No competing bids received. Evaluated bid cost, found it inline with expected. Average professional data drop installation price: \$186-\$672, bid well under. Ubiquiti UniFi switch: around \$550, bid under. USW-Pro-49 cost: \$1,099, bid in line. Other costs consistent or close to bidders' quotes. Schools using same company confirm pricing consistency.

CONTRACT FOR E-RATE PRODUCTS AND/OR SERVICES FY2024-25

APPLICANT		PROVIDER	
Organization	Ascent Academies of Utah	Company Name	Eminent Technical Solutions, LLC
Contact Name	Krissi Hutchinson	Contact Name	Scott Barrett
Contact Email	khutchinson@ascentutah.org	Contact Email	Scott.barrett@etscorp.com
Address	4179 S Riverboat Rd. Suite 100	Address	1103 N 1600 W
City, ST, Zip	Salt Lake City, UT 84123	City, ST, Zip	Layton, UT 84041
USAC BEN	16075940	USAC SPIN	143035132
FCC Form 470 #	240016134	Bid #	EM-2549
E-Rate RFP #	AAUT 2024-C2	Bid Amount \$	\$79,374.19
Number of annual renewals allowed for this agreement:		Initial one year with up to four renewals.	

SERVICES

The Provider agrees to provide to the Applicant the products and/or services as specified in the Provider’s Bid and incorporated with the Applicant’s E-Rate RFP and FCC Form 470 as listed above.

RECITALS

Pursuant to the Schools and Libraries Universal Services Support Mechanism (E-Rate) contained in the Universal Service Provisions of the Telecommunications Act of 1996 [47 U.S.C. § 254. Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (“1996 Act”)], Applicant advertised for certain products and services. Provider submitted a bid to provide same. In accordance with the requirements of the regulations implementing the Act, Applicant considered the bid and determined that it should be accepted. The parties are now ready to enter into a contract for the furnishing of such products and/or services and they set their agreement in writing as follows:

AGREEMENT

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the products and/or services bid.

The term of this contract shall commence (a) on or after July 1, 2024 and shall terminate on June 30, 2025 for recurring services or (b) on or after April 1, 2024 and shall terminate on September 30, 2025 for non-recurring services. The contract expiration for non-recurring services shall be automatically extended to align with SLD authorized extensions due to late funding and changes in products and/or services approved on or after March 8th. This agreement may be extended annually and voluntarily by mutual written ratification up to the number of renewals listed above. The Applicant must issue a written notice to proceed to the Provider prior to commencement of service, delivery or installation. The Applicant is under no obligation to pay if the Provider commences work without the Applicant’s written notice to proceed.

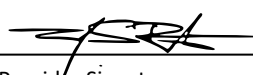
If the Schools and Libraries Division (“SLD”), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the products and services covered by this contract, the Applicant shall have the right, at its option, to cancel this contract, as to that part of the products and services disallowed for discount pricing. If, after approval of discount funding by SLD or its successor, Applicant’s governing board should fail to approve all of or any part of the products and services covered by this contract, the Applicant shall have the right, at its option, to cancel this contract as to that part of the products and services disallowed by the governing board. The total costs of the products and services shall not exceed the Bid Amount. In no circumstances shall Applicant be liable for an amount exceeding the Applicant’s non-discount share unless Applicant’s governing board specifically waives this provision in writing.

For Applicant:

For Provider:

Applicant Signature

Date



Provider Signature

3/12/24

Date

Printed Name:

Scott Barrett

Printed Name:

CEO

Title:

Title:

**ASCENT ACADEMIES OF UTAH
EVALUATION COMMITTEE STATEMENT
E-RATE RFP**

Background Information

Ascent Academies of Utah (the “School”) published an E-Rate RFP from February 1, 2024 to March 13, 2024. Despite publishing the RFP as required, the School only received one bid from Eminent Technical Solutions (“ETS”).

Evaluation

The Evaluation Committee was comprised of the following three individuals: Krissi Hutchinson, Wade Glathar, and Celina Jacobsen. The Evaluation Committee met on March 15, 2024 to evaluate ETS’s bid. No member of the Evaluation Committee had a conflict of interest with ETS. The Evaluation Committee evaluated ETS’s bid in accordance with the Bid Evaluation Instructions provided to the School, including the instructions on how to evaluate a bid when only one bid is received. The School’s E-Rate Bid Evaluation Grid has been provided with this Statement.

The cost of ETS’s bid is \$79,374.19. The Evaluation Committee determined that this cost is reasonable based upon independent research on the cost of the materials and services as well as E-Rate bids for similar materials provided to other schools.

The Evaluation Committee found that (i) the bid from ETS meets the minimum requirements of the RFP; (ii) ETS’s bid pricing is reasonable; (iii) ETS has the requisite knowledge, experience, and skill to complete this project; and (iv) acceptance of ETS’s bid is in the best interest of the School.

Award Recommendation

The Evaluation Committee recommends to the School’s Board of Directors that it award the E-Rate contract to ETS.



FCC Form 470 # 240016134	Bid #: EM-2549
Applicant: Ascent Academies of Utah (AAUT 2024-C2)	Service Provider: Eminent Technical Solutions, LLC
BEN: 16075940	SPIN: 145035132

One Time (Non-Recurring) Charges

Service Type	Description of Services	Make	Model	Part Number	Commodity Codes	Connected to UPS System (Y/N)	Warranty	Bandwidth Level	Contract Term	Quantity	Unit	One Time Charge	% Eligibility	Shipping	Per Diem	Surcharges / Fees	
Cabling	[240 cable/drops] Category 6 CMP UTP cable	Berk-Tek	LANmark 6	10136226	2612	N	15-year	1 Gbps	N/A	42,000	FT	\$ 14,700.00	100%	Free	N/A	None	
Cabling	Category 6 HD Jacks	ICC	Cat 6 HD Jack	ICC-CAT6JKPK-WH	2612	N	15-year	1 Gbps	N/A	240	EA	\$ 1,680.00	100%	Free	N/A	None	
Cabling	Faceplates	ICC	2-Port	IC107LF2WH	2612	N	15-year	N/A	N/A	100	EA	\$ 250.00	100%	Free	N/A	None	
Cabling	Category 6 Modular patch panel	ICC	Modular HD Patch Panel	IC107BP482	2612	N	15-year	N/A	N/A	5	EA	\$ 1,375.00	100%	Free	N/A	None	
Cabling	Vertical Management	Panduit	Netrunner	WNPN45E	2612	N	15-year	N/A	N/A	2	EA	\$ 620.00	100%	Free	N/A	None	
Cabling	Cable Management supplies	Misc	Misc	N/A	2612	N	15-year	N/A	N/A	1	EA	\$ 750.00	100%	Free	N/A	None	
Cabling	Data Cabling & Project Management Labor	ETS	ETS	ETS	N/A	N/A	Warranty provided for duration of support agreement	N/A	N/A	1	EA	\$ 30,900.00	100%	N/A	N/A	None	
IC	Copper patch cabling to support network design	ICC	1FT	N/A	2612	N	15-year	1Gbps	N/A	240	EA	\$ 576.00	100%	N/A	N/A	None	
IC	42U 4 Post Network Rack	TrippLite	Netshelter	SR42UB	43223306	N	Product Lifetime with onsite repair and replacement	N/A	N/A	1	EA	\$ 1,173.99	100%	Free	N/A	None	
IC	Unifi Aggregation Switch	Ubiquiti	Unifi	USW-Aggregation	4322	Y	Product Lifetime with onsite repair and replacement	10 Gbps	N/A	1	EA	\$ 325.00	100%	Free	N/A	None	
IC	Unifi Switch PRO 48 PoE (Includes 1 Year Warranty)	Ubiquiti	Unifi	USW-PRO-48-POE	4322	Y	Product Lifetime with onsite repair and replacement	1/10 Gbps	N/A	5	EA	\$ 5,345.00	100%	Free	N/A	None	
IC	Fiber Transceiver and Cables	Ubiquiti	Unifi	UACC-OM-MM-10G-D	2612	Y	Product Lifetime with onsite repair and replacement	10 Gbps	N/A	14	EA	\$ 401.80	100%	Free	N/A	None	
IC	Unifi WiFi 6 Access Point	Ubiquiti	Unifi	U6-PRO	43223108	Y	Product Lifetime with onsite repair and replacement	1 Gbps	N/A	20	EA	\$ 3,600.00	100%	Free	N/A	None	
IC	Enterprise Grade Rack Mountable UPS with Extended Runtime Battery Pack (Includes 3 Year Warranty)	CyberPower	Smart App Sinewave UPS	SMART2200RMXL2U	39121011	Y	Product Lifetime with onsite repair and replacement	N/A	N/A	2	EA	\$ 2,985.40	100%	Free	N/A	None	
IC	Design VLANs & Scopes - Create Subnet Design & Build DHCP Scopes - Create Unifi Site & Networks - Configure Router Subnets Rack Network Equipment & Cable Adopt Unifi Switches & Configure Port Profiles Adopt & Label Wireless Access Points Installation of all network hardware including software configuration	ETS	ETS	ETS	N/A	N/A	Product Lifetime with onsite repair and replacement	N/A	N/A	1	EA	\$ 9,400.00	100%	N/A	N/A	None	
Cabling	[Qty. 1000FT] OM3 Indoor/Outdoor Plenum 12 Strand Fiber	Corning	Indoor/outdoor 12 strand	012T8F-31131	2612	N	15-year	10 Gbps	N/A	1000	FT	\$ 750.00	100%	Free	N/A	None	
Cabling	[Qty. 2] 1U Corning Fiber Tray	Corning	Closet Connector Housing	cch-01U	2612	N	15-year	10 Gbps	N/A	2	EA	\$ 378.00	100%	Free	N/A	None	
Cabling	[Qty. 2] Corning Bulk Head	Corning	adapter panel CCH MM	CCHCP24E4	2612	N	15-year	10 Gbps	N/A	2	EA	\$ 152.00	100%	Free	N/A	None	
Cabling	[Qty. 24] LC MM Fiber Ends	Corning	Unicam LC MM	95-050-99-X	2612	N	15-year	10 Gbps	N/A	24	EA	\$ 480.00	100%	Free	N/A	None	
Cabling	Fiber Labor	ETS	ETS	ETS	N/A	N/A	15-year	N/A	N/A	1	EA	\$ 2,380.00	100%	N/A	N/A	None	
IC	Sophos Firewall License	Sophos	XGS	SE6C82362ZNEAA	43222501	N/A	Product Lifetime with onsite repair and replacement	N/A	N/A	1	EA	\$ 1,152.00	100%	N/A	N/A	None	
Total One-Time Charge												\$ 79,374.19					

Signature: _____

Date: _____

Properties	Landscape Total Year 1	Landscape Total Year 2	Landscape Total Year 3	Landscape Total Year 4	Landscape Total Year 5
Ascent Academy Farmington	\$22,410.08	\$22,410.08	\$23,082.38	\$23,082.38	\$23,530.58
Ascent Academy West Jordan	\$27,308.06	\$27,308.06	\$28,127.30	\$28,127.30	\$28,673.46
Ascent Academy Saratogoa Springs	\$24,548.90	\$24,548.90	\$25,285.37	\$25,285.37	\$25,776.35
██████████	██████████	██████████	██████████	██████████	██████████
	Snow Per Push Totals Year 1	Snow Per Push Totals Year 2	Snow Per Push Totals Year 3	Snow Per Push Totals Year 4	Snow Per Push Totals Year 5
Ascent Academy Farmington	Truck: \$360.00 Sidewalk: \$300.00	Truck: \$360.00 Sidewalk: \$300.00	Truck: \$371.00 Sidewalk: \$309.00	Truck: \$371.00 Sidewalk: \$309.00	Truck: \$378.00 Sidewalk: \$315.00
Ascent Academy West Jordan	Truck: \$220.00 Sidewalk: \$405.00	Truck: \$220.00 Sidewalk: \$405.00	Truck: \$227.00 Sidewalk: \$418.00	Truck: \$227.00 Sidewalk: \$418.00	Truck: \$231.00 Sidewalk: \$425.00
Ascent Academy Saratogoa Springs	Truck: \$232.00 Sidewalk: \$360.00	Truck: \$232.00 Sidewalk: \$360.00	Truck: \$239.00 Sidewalk: \$371.00	Truck: \$239.00 Sidewalk: \$371.00	Truck: \$244.00 Sidewalk: \$378.00
██████████	██████████	██████████	██████████	██████████	██████████

Materials Year 1	Materials Year 2	Materials Year 3	Materials Year 4	Materials Year 5
Salt: .30 cents	Salt: .30 cents	Salt: .30 cents	Salt: .30 cents	Salt: .30 cents
Icemelt: .40 cents	Icemelt: .40 cents	Icemelt: .40 cents	Icemelt: .40 cents	Icemelt: .40 cents



Landscape Maintenance Agreement 2024 *Fixed*

Date 2/23/2024

Customer Kirk Blake | Academica West | 290 North Flint Street | Kaysville, UT 84037

Property Ascent Academy (West Valley) | 5685 W Cilma Dr, | West Valley City, UT 84128

Services Billed Upon Completion

Description	Frequency	Cost per Occ.	Annual Cost
Weekly Maintenance			
Mowing Services	28	\$482.80	\$13,518.40
Fertilization & Weed Control			
Spring Fertilizer 2app	1	\$1,372.45	\$1,372.45
Mid Summer Fertilizer 2app	1	\$725.69	\$725.69
Turf Application Broadleaf Only	4	\$387.84	\$1,551.36
Spring Clean Up			
Aeration	1	\$480.00	\$480.00
Spring Clean up	1	\$360.00	\$360.00
Fall Clean Up			
Fall Cleanup	1	\$480.00	\$480.00
Total Price			\$18,487.90

Optional Services

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Annual Cost
_____ Irrigation Repair (Per Hour)	1	\$68.00	\$68.00
_____ Irrigation System Start Up (Per Hour)	1	\$68.00	\$68.00
_____ Irrigation System Winterization (Per Hour)	1	\$99.75	\$99.75
_____ Billing Contact Name	1	\$0.00	\$0.00
_____ Billing Contact Email	1	\$0.00	\$0.00

Payment Schedule

Schedule	Price	Sales Tax	Total Price
	\$0.00		
	\$0.00	\$0.00	\$0.00

By _____

Adrian Bacikalo

Date 2/23/2024

Lawn Butler Holdings, LLC.

By _____

Date _____

Ascent Academy (West Valley)

Services

Mowing Services

Light trash removal of turf areas prior to mow. Clippings will be mulched by machine.

Trimming to be done around all obstacles (tree rings, beds, etc.) of landscape areas.

Edging to be performed **bi-weekly** along all hard surfaces of turf areas.

Blowing of all hard surfaces of debris caused by mow services.

Remove all weeds 2" and above from specified flower/planter beds **weekly**. Removing weeds in hard surfaces such as sidewalks, curbing, parking lot, etc. is Not included. Weeding tree rings and edging grass overgrowth into beds also Not included.

Spring Fertilizer 2app

Custom fertilizer service consisting of a controlled slow release pre-emergent granular application to promote growth, color, and overall health to turf. Essentially 3 applications rolled into 1 with our new advanced slow release product.

Mid Summer Fertilizer 2app

Custom fertilizer service consisting of a regular granular application to promote growth, color, and overall health to turf.

Turf Application Broadleaf Only

Custom 4 application liquid herbicide designed to kill existing weeds and keep lawn virtually weedfree.

Aeration

Core aeration to all turf areas performed in the spring. Does not include clean up of plugs.

Spring Clean up

A one time service of weeding of all beds, trimming of needed perennials, removal of fall annuals. Leaf removal and trash pick up from turf and beds. (Shrub trimming and hard edging tree rings not included.)

Fall Cleanup

A one time service of weeding of all beds, trimming of needed perennials, removal of summer annuals. Leaf removal and trash pick up from turf and beds (does not include parking lots). Shrub trimming and hard edging tree rings not included.

Optional Services

Irrigation Repair (Per Hour)

Irrigation System Start Up (Per Hour)

Irrigation System Winterization (Per Hour)

Billing Contact Name

Billing Contact Email

Terms & Conditions

In consideration of the mutual covenants and promises set forth below, Contractor and Customer agree as follows:

1. Services and Scope of Work. (a) *Services.* Customer requests and agrees to accept, and Contractor agrees to provide, such services (“Services”) as set forth in one or more applicable proposals, estimates, invoices, or scope of work (each, a “SOW”) at the property described in the applicable SOW (“Premises”). (b) *Additional Services.* Contractor shall not be required to perform any services other than the Services listed on a SOW. Any service described in a SOW as “Optional” indicates that this service is to be separately requested and paid for by Customer. If Customer requests any services in addition to the Services set forth in a SOW, the parties may enter into a supplemental SOW. (c) *Change in Scope.* If during the Term, there are changes in the turf area, mulch bed area, flower bed area, irrigation zones, or other landscape changes that alter the original conditions of the Premises, the Customer agrees that the Contractor can, upon the prior written notice to the Customer, modify the Fees to accommodate these changes.
2. Fees and Payment. (a) *Fees.* Customer shall pay Contractor for the performance of the Services in the amounts and in accordance with the fees and/or rate schedule, as well as costs of all material and products, as set forth in the applicable SOW (“Fees”). For the Fees agreed to be paid in installments, the parties acknowledge that the installment plan for the Fees is implemented for Customer’s convenience and does not directly correspond with the schedule and time-and-materials value of Services, and that majority of the Services is performed early in the season; accordingly, any early termination of the Agreement is subject to payment of all unpaid Fees (as liquidated damages and not as a penalty). (b) *Invoices.* Invoices shall include a reasonably detailed description of the Services performed or to be performed. (c) *Payment.* Unless otherwise specified in the applicable SOW, Customer is obligated to pay invoices within 30 days of the invoice date. If Customer has arranged for payment by credit card, Contractor is authorized to charge Customer’s card on or after the invoice date. All invoices paid via credit card will be charged up to a four percent (4%) processing fee, subject to applicable state law. All amounts payable by Customer under this Agreement shall be paid to Contractor without setoff or counterclaim, and without any deduction or withholding. Contractor’s acceptance of partial payment or any payment of less than the full amount payable at any given time shall not constitute a waiver or release of Contractor’s right to unpaid amounts. (d) *Late Payment.* Late payments shall be subject to interest on the unpaid invoice amount(s) until the date payment is received, at the annual rate of 18% or the highest rate permitted by law, whichever is lower. In addition, and without prejudice to any other right or remedy, if Customer fails to timely make any payment under this Agreement, Contractor may, in its sole discretion, take any or all of the following actions: (i) restrict or suspend Services, or (ii) terminate the Agreement and/or the applicable SOW immediately if payment of any invoiced undisputed amount remains overdue for more than 30 days. Customer shall be liable for all reinstatement fees imposed by Contractor to remove credit hold on account, as well as all costs and expenses arising out of Contractor’s collection efforts on any invoiced undisputed amount and late charges, including reasonable attorney’s fees. Invoices that are not disputed within 10 business days of the invoice date are conclusively deemed to be accepted as accurate by Customer.

3. Insurance. Contractor will maintain general liability, automotive and workers compensation coverage as required by the governing laws of the states in which Services are being performed. Contractor will provide evidence of such coverage to Customer upon request.
4. Term and Fees Adjustment. (a) *Term*. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of five (5) years or other term as set forth in the applicable SOW ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one-year terms ("Renewal Term") unless and until terminated in accordance with this Agreement, or unless either party provides written notice of its intention not to renew the Agreement at least ninety (90) days prior to the expiration of the then-current term. The Initial Term and each applicable Renewal Term will constitute the "Term" of this Agreement. Customer shall continue to be responsible for payment to Contractor for the Services through the end of the Term. (b) *Fees Adjustments*. Fees shall remain fixed for the Initial Term. Unless otherwise agreed to by the parties, for each Renewal Term, Fees shall be increased in accordance with the Consumer Price Index (CPI) increase calculated as follows: the base month for price adjustments will be the most recent month for which the CPI is published, as of the date of the renewal based on the Consumer Price Index (CPI) – Non seasonally adjusted – all urban consumers – all items – for the Chicago-Naperville-Elgin region, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics.
- 5.
6. Termination. (a) *Termination for Cause*. Either party may terminate this Agreement: (i) if the other party materially breaches the Agreement and, where the breach is remediable, does not remedy the breach within 30 days of the non-breaching party's written notice describing the breach; (ii) immediately upon written notice, if the other party becomes insolvent, enters into compulsory or voluntary bankruptcy proceeding, liquidation, dissolution, or ceases for any reason to carry on business, or takes or suffers any similar action which in the other party reasonably believes means that it might become unable to pay its debts generally as they become due. Failure to make any payment when due shall constitute a material breach; upon Customer's failure to make payment under this Agreement, Contractor may, in its sole discretion, take any or all actions set forth in Section 2(d). (b) *Effect of Termination*. If the Agreement is terminated for any reason other than Contractor's material breach, Customer shall pay Contractor any unpaid Fees in accordance with the applicable SOW. All Fees shall be due and payable within thirty (30) days after the effective date of termination of the applicable SOW.
7. Contractor's Responsibilities. All work shall be completed in workmanlike manner in accordance with standard landscape maintenance practices.
8. Customer's Responsibilities. Customer will permit adequate access to the Premises as required to perform the Services in a timely, safe and efficient manner. Customer will provide access to water and electricity as required to perform the Services.
9. Representations, Warranties, and Disclaimers. (a) Contractor represents and warrants that it has all right, title and authority necessary to perform the Services and carry out its responsibilities under this Agreement and each SOW, as applicable. Customer represents and warrants that it has all right, title and authority (including, but not limited to permits and consents) necessary to engage Contractor to perform Services at the Premises, and that the Services set forth in the applicable SOW are permitted by all applicable laws. (b) Customer represents and warrants that the Premises is free of underground condition, including, without limitation, pipes, cables, stumps, sprinklers,

invisible fence, sewage drains and waste material, except as specifically disclosed to Contractor and reflected in the applicable SOW. (c) Customer represents and warrants that each person designated on the SOW as a Primary Contact is authorized to provide, modify, and approve, on Customer's behalf, work directions, and sign, modify or terminate SOW. Customer understands and agrees that Contractor shall be permitted to act upon the directions and apparent authority of each Primary Contact, unless and until Contractor receives written notice from Customer that a Primary Contact is no longer authorized to act on Customer's behalf, or that such Primary Contact's authority is limited. (d) Contractor will use commercially reasonable efforts to complete Services in the time frame set forth in the SOW. Contractor shall not be responsible for any delay that is due to weather conditions or other events beyond Contractor's control. (e) Unless otherwise stated in the applicable SOW, following completion of the work by Contractor, the proper maintenance of the site shall be the obligation of the Customer. (f) Contractor assumes no liability for naturally occurring or changing conditions, including, without limitation, extreme cold or draught, flooding, storms, etc. Contractor is not responsible for any damage to any items left on turf areas and/or malfunctioning sprinkler heads. Contractor is not responsible for any damage to surfaces or any nearby vegetation and Contractor assumes no liability and hereby disclaims liability for such damage. (g) EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY (INCLUDING PARTY'S REPRESENTATIVES) MAKES ANY WARRANTIES TO THE OTHER PARTY, AND EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ITS PERFORMANCE UNDER THIS AGREEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

10. Gas and Oil Price Escalation. Contractor's proposal is based on the average daily price for diesel/gasoline not exceeding \$5.00 per gallon as determined by the Department of Energy ("DOE") National Mid-West Average Price of Diesel. If the price of fuel for diesel or gasoline increases to more than \$5.00 per gallon, the Fees shall automatically increase by an additional three percent (3%) going forward until the average drops below \$5.00 per gallon.

11. General.

(a) *Assignment.* Neither party may assign this Agreement without the other party's prior written consent; provided, however, that no consent shall be required to assign this Agreement to an affiliate of Contractor, or pursuant to a merger, sale of assets or equity, consolidation, change of control or similar event. Any assignment in contravention of this Section shall be null and void. Subject to the foregoing, this Agreement shall be binding upon the parties' respective successors and assigns.

(b) *Independent Contractor.* Contractor shall perform Services as an independent contractor and not as an employee of the Customer.

(c) *Law and Jurisdiction; Waiver of Trial by Jury.* This Agreement shall be governed by, and construed according to, the laws of the state of Illinois, without regard to conflicts of laws principles. Each party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the state or federal courts in the County of _____, State of Utah, and waives any objection (on the ground of lack of jurisdiction or *forum non conveniens*, or otherwise) to the exercise of such jurisdiction. THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(d) *Notices.* Unless otherwise stated, all notices required under this Agreement shall be in writing and shall be considered given (i) when delivered personally; (ii) upon receipt or refusal of delivery, when sent via a commercial courier that provides proof of delivery, fees prepaid, or (iii) via electronic delivery, receipt of which has been confirmed by electronic mail from the receiving party. All communications shall be addressed to the parties at their addresses as set forth in the SOW, unless such party has given notice to the other party in accordance with this Section of a change of address.

(e) *Force Majeure.* Neither party shall be liable or be in breach of the Agreement (excluding in relation to the Customer's payment obligations) if the failure to perform the obligation is due to an event beyond its control, including, but not limited to, natural disaster or weather event, fire, explosions, physical access limitations, rules, regulations and restrictions imposed by any government or governmental agency (including, without limitation, water conservation regulations or guidelines), war, riot, insurrection, epidemic, strikes or labor action, or terrorism.

(f) *Severability.* If any part of this Agreement is found illegal or unenforceable, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intention of the parties, and the remainder of the Agreement shall continue in full force and effect.

(g) *Indemnification.* Each party (the "Indemnifying Party") agrees to indemnify, defend, save and hold harmless the other party (the "Indemnified Party"), its offices, agents and employees, from all claims by third parties arising out of the performance of the Services; provided however, that such damages are the direct result of the Indemnifying Party's actions and not due to the Indemnified Party's fault, in whole or in part.

(h) *Limitation of Liability.* (i) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY SCOPE OF WORK OR ANY SERVICES PERFORMED OR DELIVERABLES PROVIDED HEREUNDER, OR FOR ANY DAMAGES CAUSED BY DELAY, RESTRICTION, SUSPENSION, OR TERMINATION

OF SERVICES UNDER THIS AGREEMENT OR ANY SCOPE OF WORK, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (ii) Each party's aggregate liability to the other for damages with respect to any and all claims concerning the Services or any other matter covered by this Agreement, regardless of the form of action, shall be limited to the amount of the aggrieved party's actual direct damages not to exceed the amount paid by Customer to Contractor under an applicable SOW in the six (6) month period immediately preceding the first event giving rise to such liability. The limitations in this Section shall not apply with respect to the liability for amounts due from Customer for non-payment of the Fees to Contractor and interest due on such amounts; or the liability for the costs of products and materials, if any, provided to Customer under this Agreement. (iii) Unless directly caused by gross negligence of the Contractor, in no event shall Contractor be responsible or liable for personal injuries resulting from trip and fall accidents; or damages or injuries resulting from any services not specified or agreed upon in the Agreement. (iv) In no event shall Contractor be responsible or liable for any damages or injuries caused by the event beyond Contractor's Control, including without limitations the events listed in Section 15(e).

(i) *Entire Agreement; Modification and Waiver.* This Landscape Maintenance Agreement together with any applicable SOW, constitute the entire agreement ("Agreement") with respect to the services provided by Contractor to Customer, and supersedes all prior agreements (both written and oral), with respect to such services. Unless otherwise expressly permitted in the Agreement, this Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

(j) *Conflicting Terms.* If there is a conflict between the terms of the Landscape Maintenance Agreement and a SOW, the SOW shall control.

(k) *Survival.* The terms and conditions of any section reasonably expected to survive termination or expiration of the Agreement, including but not limited to the following sections: Fees and Payment, Indemnification, Limitation of Liability, and General, shall survive the expiration or termination of this Agreement.

Customer agrees to all other terms and agreements at www.lawnbutler.net/terms-and-conditions.



Proposal #23394

Date: 2/23/2024

Customer:

Kirk Blake
Academica West
290 North Flint Street
Kaysville, UT 84037

Property:

Ascent Academy (West Valley)
5685 W Cilma Dr,
West Valley City, UT 84128

Winter Services 2024-25 (Per Push)

This Snow & Ice Management Services Agreement is made and entered into on [February 23, 2024 (the "Effective Date") by and between: Lawn Butler Holdings, LLC with the primary address at 86 South, 1250 West, Centerville, UT, 84014 ("Contractor"), and Ascent Academy (West Valley) located at 5685 W Cilma Dr, Utah 84128 ("Customer").

In consideration of the mutual covenants and promises set forth below, Contractor and Customer agree as follows:

Services and Scope of Work. (a) Program Services. Customer requests and agrees to accept, and Contractor agrees to provide, such snow and ice maintenance program services ("Program Services", and together with Hourly Services, if any, referred to as "Services") from the 15th of November of a calendar year through the 15th of April of the succeeding calendar year ("Snow Season"), at the interval(s) and/or the times, as set forth in one or more applicable proposals, estimates, invoices, or scope of work (each, a "SOW") at the property described in the applicable SOW ("Premises"). Services are to be provided as weather conditions, transportation conditions, and conditions of the Premises permit; and the determination and evaluation of weather conditions shall be made by the Contractor in its sole but reasonable discretion. (b) Additional Services. Contractor shall not be required to perform any services other than the Services listed on a SOW. Any service described in a SOW as "Optional" indicates that this service is to be separately requested and paid for by Customer. If Customer requests any services in addition to the services set forth in a SOW, they will be invoiced on a per hour basis ("Hourly Services"), and the parties may enter into a supplemental SOW. (c) Obstructions. Contractor is not responsible for plowing or shoveling areas that are blocked by parked cars, locked gates, or other obstructions ("Obstructions"). Contractor will, however, make reasonable efforts to clear between and around any such Obstructions. In the event any such Obstructions result in any additional visits being necessary to complete Contractor's duties hereunder, additional fees may be incurred. (d) Extreme Conditions. Snow accumulations of over eight (8") inches may require use of additional or specialized equipment to remove snow accumulations from the Premises. Customer agrees to allow Contractor to bring in such equipment as needed to assist in the clearing of such accumulated snow. Because of additional equipment, fees for snow and ice removal during Extreme Conditions may be charged hourly. (e) Excavation Services. The trucking of snow off the Premises, the movement of snow within the Premises, or use of loaders to pile snow during snowstorms is excluded from the Program Services. Additional fees for Excavation Services will be charged hourly.

Fees and Payment. (a) Fees. Customer shall pay Contractor for the performance of the Services in the amounts and in accordance with the fees and/or rate schedule, as well as costs of all material and products, as set forth in the applicable SOW ("Fees"). For the Fees agreed to be paid in installments, the parties acknowledge that the installment plan for the Fees is implemented for Customer's

convenience and does not directly correspond with the schedule and time-and-materials value of Services, and that preparation for the Services is performed early in the season; accordingly, any early termination of the Agreement is subject to payment of all unpaid Fees (as liquidated damages and not as a penalty). (b) Invoices. Invoices shall include a reasonably detailed description of the Services performed or to be performed. (c) Payment. Unless otherwise specified in the applicable SOW, Customer is obligated to pay invoices within 30 days of the invoice date. If Customer has arranged for payment by credit card, Contractor is authorized to charge Customer's card on or after the invoice date. All invoices paid via credit card will be charged up to a four percent (4%) processing fee, subject to applicable state law. All amounts payable by Customer under this Agreement shall be paid to Contractor without setoff or counterclaim, and without any deduction or withholding. Contractor's acceptance of partial payment or any payment of less than the full amount payable at any given time shall not constitute a waiver or release of Contractor's right to unpaid amounts. (d) Late Payment. Late payments shall be subject to interest on the unpaid invoice amount(s) until the date payment is received, at the annual rate of 18% or the highest rate permitted by law, whichever is lower. In addition, and without prejudice to any other right or remedy, if Customer fails to timely make any payment under this Agreement, Contractor may, in its sole discretion, take any or all of the following actions: (i) restrict or suspend Services, or (ii) terminate the Agreement and/or the applicable SOW immediately if payment of any invoiced undisputed amount remains overdue for more than 30 days. Customer shall be liable for all reinstatement fees imposed by Contractor to remove credit hold on account, as well as all costs and expenses arising out of Contractor's collection efforts on any invoiced undisputed amount and late charges, including reasonable attorney's fees. Invoices that are not disputed within 10 business days of the invoice date are conclusively deemed to be accepted as accurate by Customer.

Insurance. Contractor will maintain general liability, automotive and workers compensation coverage as required by the governing laws of the states in which Services are being performed. Contractor will provide evidence of such coverage to Customer upon request.

Term and Fees Adjustment. (a) Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of five (5) years or other term as set forth in the applicable SOW ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one-year terms ("Renewal Term") unless and until terminated in accordance with this Agreement, or unless either party provides written notice of its intention not to renew the Agreement at least ninety (90) days prior to the expiration of the then-current term. The Initial Term and each applicable Renewal Term will constitute the "Term" of this Agreement. Customer shall continue to be responsible for payment to Contractor for the Services through the end of the Term. (b) Fees Adjustments. Fees shall remain fixed for the Initial Term. Unless otherwise agreed to by the parties, for each Renewal Term, Fees shall be increased in accordance with the Consumer Price Index (CPI) increase calculated as follows: the base month for price adjustments will be the most recent month for which the CPI is published, as of the date of the renewal, based on the Consumer Price Index (CPI) – Non seasonally adjusted – all urban consumers – all items – for the Chicago-Naperville-Elgin region, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics.

Termination. (a) Termination for Cause. Either party may terminate this Agreement: (i) if the other party materially breaches the Agreement and, where the breach is remediable, does not remedy the breach within 30 days of the non-breaching party's written notice describing the breach; (ii) immediately upon written notice, if the other party becomes insolvent, enters into compulsory or voluntary bankruptcy proceeding, liquidation, dissolution, or ceases for any reason to carry on business, or takes or suffers any similar action which in the other party reasonably believes means that it might become unable to pay its debts generally as they become due. Failure to make any payment when due shall constitute a material breach; upon Customer's failure to make payment under this Agreement, Contractor may, in its sole discretion, take any or all actions set forth in Section 2(d). (b) Effect of Termination. If the Agreement is terminated for any reason other than Contractor's material breach, Customer shall pay Contractor any unpaid Fees in accordance with the applicable SOW. All Fees shall be due and payable within thirty (30) days after the effective date of termination of the applicable SOW.

Contractor's Responsibilities. All work shall be completed in workmanlike manner in accordance with standard snow & ice maintenance practices.

Customer's Responsibilities. Customer will permit adequate access to the Property as required to perform the Services in a timely, safe and efficient manner. For any and all actual or alleged incidents resulting in potential or apparent injury or damage, Customer shall promptly notify Contractor and assist in obtaining details and information required by Contractor. Customer agrees that if Customer fails to so promptly notify and assist Contractor, Customer shall indemnify, defend, and hold harmless Contractor, for any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arising from any such incident.

Representations, Warranties, and Disclaimers. (a) Contractor represents and warrants that it has all right, title and authority necessary to perform the Services and carry out its responsibilities under this Agreement and each SOW, as applicable. Customer represents and warrants that it has all right, title and authority (including, but not limited to permits and consents) necessary to engage Contractor to perform Services at the Property, and that the Services set forth in the applicable SOW are permitted by all applicable laws. (b) Customer acknowledges that snow and ice are part of wintertime life in this area. Customer acknowledges that storms which bring snow, rain, sleet, or ice, coupled with changing temperature conditions, can create dangerous and hazardous conditions which can occur suddenly, frequently and without warning, and that such conditions are difficult to prevent and/or correct. Customer is aware of the risks associated with traversing across driveways, walkways or parking lots affected by winter weather conditions. Customer acknowledges that Contractor shall not be responsible, and to the maximum extent permitted under the applicable state law hereby waives any claims against Contractor, for personal injury of any kind resulting from natural accumulations or unnatural accumulations created by the actions of Customer or other third parties. (c) Customer represents and warrants that each person designated on the SOW as a Primary Contact is authorized to provide, modify, and approve, on Customer's behalf, work directions, and sign, modify or terminate SOW. Customer understands and agrees that Contractor shall be permitted to act upon the directions and apparent authority of each Primary Contact, unless and until Contractor receives written notice from Customer that a Primary Contact is no longer authorized to act on Customer's behalf, or that such Primary Contact's authority is limited. (d) Contractor will use commercially reasonable efforts to complete Services in the time frame set forth in the SOW. Contractor shall not be responsible for any delay that is due to weather conditions or other events beyond Contractor's control. (e) Unless otherwise stated in the applicable SOW, following completion of the work by Contractor, the proper maintenance of the site shall be the obligation of the Customer. (f) To the extent made part of the Commitment, Contractor may apply certain chemicals/products ("Treatment") to road surfaces, driveways, and sidewalks. Customer represents and agrees that the Treatment is appropriate for the respective surfaces and shall hold Contractor harmless from any damages caused by the application of the Treatment to the respective surfaces and surrounding areas, including vegetation. It is Customer's responsibility to install fencing or implement other measures to reduce chemical damage to vegetation. (g) EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY (INCLUDING PARTY'S REPRESENTATIVES) MAKES ANY WARRANTIES TO THE OTHER PARTY, AND EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ITS PERFORMANCE UNDER THIS AGREEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

Gas and Oil Price Escalation. Contractor's proposal is based on the average daily price for diesel/gasoline not exceeding \$5.00 per gallon as determined by the Department of Energy ("DOE") National Mid-West Average Price of Diesel. If the price of fuel for diesel or gasoline increases to more than \$5.00 per gallon, the Fees shall automatically increase by an additional three percent (3%) going forward until the average drops below \$5.00 per gallon.

General.

Assignment. Neither party may assign this Agreement without the other party's prior written consent; provided, however, that no consent shall be required to assign this Agreement to an affiliate of Contractor, or pursuant to a merger, sale of assets or equity, consolidation, change of control or similar event. Any assignment in contravention of this Section shall be null and void. Subject to the foregoing, this Agreement shall be binding upon the parties' respective successors and assigns.

Independent Contractor. Contractor shall perform Services as an independent contractor and not as an employee of the Customer.

Law and Jurisdiction; Waiver of Trial by Jury. This Agreement shall be governed by, and construed according to, the laws of the state of Illinois, without regard to conflicts of laws principles. Each party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the state or federal courts in the County of _____, State of Illinois, and waives any objection (on the ground of lack of jurisdiction or forum non conveniens, or otherwise) to the exercise of such jurisdiction. **THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

Notices. Unless otherwise stated, all notices required under this Agreement shall be in writing and shall be considered given (i) when delivered personally; (ii) upon receipt or refusal of delivery, when sent via a commercial courier that provides proof of delivery, fees prepaid, or (iii) via electronic delivery, receipt of which has been confirmed by electronic mail from the receiving party. All communications shall be addressed to the parties at their addresses as set forth in the SOW, unless such party has given notice to the other party in accordance with this Section of a change of address.

Force Majeure. Neither party shall be liable or be in breach of the Agreement (excluding in relation to the Customer's payment obligations) if the failure to perform the obligation is due to an event beyond its control, including, but not limited to, natural disaster or weather event, fire, explosions, physical access limitations, rules, regulations and restrictions imposed by any government or governmental agency (including, without limitation, water conservation regulations or guidelines), war, riot, insurrection, epidemic, strikes or labor action, or terrorism.

Severability. If any part of this Agreement is found illegal or unenforceable, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intention of the parties, and the remainder of the Agreement shall continue in full force and effect.

Indemnification. Each party (the "Indemnifying Party") agrees to indemnify, defend, save and hold harmless the other party (the "Indemnified Party"), its offices, agents and employees, from all claims by third parties arising out of the performance of the Services; provided however, that such damages are the direct result of the Indemnifying Party's actions and not due to the Indemnified Party's fault, in whole or in part.

Limitation of Liability. (i) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT, ANY SCOPE OF WORK OR ANY SERVICES PERFORMED OR DELIVERABLES PROVIDED HEREUNDER, OR FOR ANY DAMAGES CAUSED BY DELAY, RESTRICTION, SUSPENSION, OR TERMINATION OF SERVICES UNDER THIS AGREEMENT OR ANY SCOPE OF WORK, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (ii) Each party's aggregate liability to the other for damages with respect to any and all claims concerning the Services, or any other matter covered by this Agreement, regardless of the form of action, shall be limited to the amount of the aggrieved party's actual direct damages not to exceed the amount paid by Customer to Contractor under an applicable SOW in the six (6) month period immediately preceding the first event giving rise to such liability. The limitations in this Section shall not apply with respect to the liability for amounts due from Customer for non-payment of the Fees to Contractor and interest due on such amounts; or the liability for the costs of products and materials, if any, provided to Customer under this Agreement. (iii) Unless directly caused by gross negligence of the Contractor, in no event shall Contractor be responsible or liable for damage to landscaping caused by the piling of snow; damage to items that are snow-covered or not visible; damage caused by equipment when tree, shrub and sidewalk areas are not reasonably delineated; personal injuries resulting from slip and fall accidents; or damages or injuries resulting from any services not specified or agreed upon in the Agreement. (iv) In no event shall Contractor be responsible or liable for any damages or injuries caused by the event beyond Contractor's Control, including without limitations the events listed in Section 15(e).

Entire Agreement; Modification and Waiver. This Snow & Ice Management Services Agreement together with any applicable SOW, constitute the entire agreement ("Agreement") with respect to the services provided by Contractor to Customer, and supersedes all prior agreements (both written and oral), with respect to such services. Unless otherwise expressly permitted in the Agreement, this Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

Conflicting Terms. If there is a conflict between the terms of the Snow & Ice Management Services Agreement and a SOW, the SOW shall control.

Survival. The terms and conditions of any section reasonably expected to survive termination or expiration of the Agreement, including but not limited to the following sections: Fees and Payment, Indemnification, Limitation of Liability, and General, shall survive the expiration or termination of this Agreement.

Weather Data. (a) Snowfall Totals (regarding seasonal priced contracts.) Snowfall totals will be determined by a Certified Consulting Meteorologist. The information will come from the closest reporting city, within 7 miles of the contracted facility. (b) Snowfall Totals (regarding per occurrence priced contracts). It is understood that the amounts of snow can be different in even nearby areas, so Contractor's field personnel is authorized to make decisions of service based on conditions on site. It is understood and agreed that these decisions may not always match weather data, which is not available until after services are needed, therefore, services may not always match.

Snow Removal Services

Parking Per Push

Items	Quantity	Unit	Price/Unit	Price
Truck Service (Push)	1.00	Ea	\$300.00	\$300.00
Salt (Per Lb)	1.00	Lb	\$0.30	\$0.30
Ice Melt (Per Lb)	1.00	Lb	\$0.40	\$0.40

Parking Per Push : \$0.00

Sidewalks Per Push

Items	Quantity	Unit	Price/Unit	Price
Sidewalk Service (Push)	1.00	Ea	\$240.00	\$240.00
Ice Melt (Per Lb)	1.00	Lb	\$0.40	\$0.40
Sidewalks Per Push :				\$0.00
PROJECT TOTAL:				\$0.00

Optional Services

Initial next to the Optional Services you would like to accept.

_____ Mapping and Staking (Per Hr)	\$104.00
_____ Warranty 5% on invoice total	\$0.00
_____ Billing Contact Name	\$0.00
_____ Billing Contact Email	\$0.00

Terms & Conditions

PER SERVICE

Snow Removal Parking Lot- Per Push

** Snow plowing to be provided per service to parking lot every 2-4 inches as well as after storm cleanups.

Snow Removal Sidewalks- Per Push

** Snow plowing to be provided per service to sidewalks every 2-4 inches as well as after storm cleanups.

Shovel Service

** Clearing sidewalks/cleanup/de-icing per man hour.

ATV Service

** Snow plowing/cleanup/de-icing of sidewalks with use of ATV with snow blade.

AS NEEDED SERVICES

Salt

** Salt application to parking lot areas with a \$85.00 minimum application per visit. (this price does not include replacement of plant and sod damage.) Labor not included.

Ice Melt

** Ice melt application to sidewalks and concrete areas with a \$50.00 minimum application per visit. (this price does not include replacement of plant and sod damage.) Labor not included.

Snow Hauling

** Snow removal from property with 16 yard semi truck and/or wheel loader.

Mapping and Staking

** Map property with approved areas for snow stacking. Stake corners and curbs for better visibility in winter to avoid curb damage. (Opting out of mapping will void warranty.) Stakes billed separately.

Warranty

** Warranty is a guarantee free replacement of any damage to curbs due to plows (after mapping has taken place) and/or loss of plants or sod due to salt and ice melt. It does not include repair of normal wear and tear on property.

By _____

By _____

Date 2/23/2024

Date _____

UT Commercial Snow

Ascent Academy (West Valley)

**Ascent Academies of Utah
Evaluation Committee Statement
RFP for Landscaping and Snow Removal Services**

Background

Ascent Academies of Utah issued RFPs for Landscaping and Snow Removal Services for all of its campuses except Lehi in February 2024. The RFPs requested proposals to provide the School with comprehensive lawn care, snow removal, and other related landscaping services. The School posted the RFPs on the School's website for several weeks and also sent the RFPs to multiple companies. The deadline to submit a proposal in response to the RFP was in March 2024. Five different landscaping/snow removal companies submitted proposals to the School – Extreme Green, Above All Landscaping, Lawn Butler/Outworx, Boulder Landscaping, and Prime Landscaping and Snow Removal. Not all of the companies submitted bids for all of the campuses (Extreme Green only bid on the Farmington Campus and Boulder Landscaping only bid on the Saratoga Springs Campus).

Evaluation and Scoring of Proposal

The Evaluation Committee for this RFP was Jill Hawkins, Crystal Thomas, Wade Glathar, Janice Newton, Clayton Reid, and Amanda Barbosa. They reviewed and scored the proposals on March 14, 2024

Lawn Butler/Outworx' proposals received the highest overall scores for each campus participating in the RFP (Farmington: 81/100; West Valley: 93/100; West Jordan: 95/100; and Saratoga Springs: 90/100). Boulder Landscaping's proposal received the second highest overall score for the Saratoga Springs Campus, with a score of 90/100. Boulder's landscaping pricing is higher than Lawn Butler/Outworx', but Boulder's snow removal rates are significantly lower than Lawn Butler/Outworx'. Boulder has previously provided the Saratoga Springs Campus with landscaping and snow removal services.

Based on the Evaluation Committee's review of the proposals, both Lawn Butler/Outworx and Boulder Landscaping (a) have extensive experience in providing charter schools with landscaping and snow removal services; (b) have successfully provided such services to Utah charter schools in the past; and (c) can provide such services at a competitive cost.

Award Recommendation

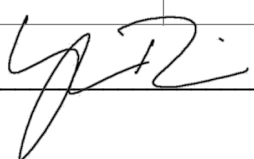
The Evaluation Committee recommends to the School's Board of Directors that it award the landscaping and snow removal contracts for the Farmington Campus, West Valley Campus, and West Jordan Campus to Lawn Butler/Outworx and award the landscaping and snow removal contract for the Saratoga Springs Campus to Boulder Landscaping, with each of the contracts having a term of up to five years. The Evaluation Committee believes that Lawn Butler/Outworx' and Boulder Landscaping's respective proposals provide the best value to the School in connection with these services.

PRICING FORM – AAU-SS

Offerors must complete and sign this pricing form OR submit their own pricing forms. Please include pricing for year 1, 2, 3, 4, and 5.

Service/Product (as described on pp. 2-4	Price Year 1	Price Year 2	Price Year 3	Price Year 4	Price Year 5
Spring lawn aeration					
Fall lawn aeration					
Spring clean up					
Spring irrigation startup and adjustments					
Weekly lawn care from April through October					
Weekly weed and debris removal from April					
Irrigation check from April through October					
Lawn fertilization round 1					
Lawn fertilization round 2					
Lawn fertilization round 3					
Lawn fertilization round 4					
Lawn insecticide round 1					
Lawn insecticide round 2					
Fall clean up					
Irrigation winterization	\$25,765	\$26,280	\$26,805	\$27,342	\$27,888
Total Price by Year for Services Listed Above	Total Price Year 1:	Total Price Year 2:	Total Price Year 3:	Total Price Year 4:	Total Price Year 5:
Irrigation repair – hourly	65/hour	65/hour	65/hour	65/hour	65/hour
Snow removal – price per	185/push walks \$75/hr	185/push walks \$75/hr	185/push walks \$75/hr	185/push walks \$75/hr	185/push walks \$75/hr
Application of ice melt or salt – price per bag	roads 0.20/lb walks 30/bag	roads 0.20/lb walks 30/bag	roads 0.21/lb walks 33/bag	roads 0.21/lb walks 33/bag	roads 0.21/lb walks 33/bag
Other service/product offered by Offeror (e.g., tree pruning, etc.)	Full service, we can offer tree work, xeriscape, sod, plants, trees, all construction services.				
Other charges imposed by Offeror (e.g., fuel surcharge, etc.)					

Offeror Signature _____





Ascent Academies 2024-2025 School LAND Trust Plans Summary

West Valley Campus

approximately \$65,872 allocated for the 2024-2025 school year . The committee voted to use the funds for the following:

- purchase of technology, including: new Chromebooks and iPads
- purchase Playworks to support recess behaviors

These purchases support the goals for 2024-2025 to increase math and language arts proficiency in students.

Saratoga Springs Campus

approximately \$74,198 allocated for the 2024-2025 school year. The committee voted to use the funds for the following:

- wages for Reading Interventionist & Math Interventionist
- Language Arts consumables
- training for teachers at the University of Connecticut, Confratute training in the Schoolwide Enrichment Model (SEM)
- purchase of new Chromebook carts & student iPads
- supplies for math manipulatives kits

These purchases support the goals for 2024-2025 to increase language arts and math proficiency in students.

Lehi Campus

approximately \$90,406 allocated for the 2024-2025 school year. The committee voted to use the funds for the following:

- purchase of technology to replace expiring technology (Chromebooks & iPads) to maintain student one-to-one ratio
- wages for Reading Aides
- wages for Math Aide
- Language Arts consumables
- training for teachers at the University of Connecticut, Confratute training in the Schoolwide Enrichment Model (SEM)

These purchases support the goals for 2024-2025 to increase language arts and math proficiency in students.

West Jordan Campus

approximately \$115,833 allocated for the 2024-2025 school year. The committee voted to use the funds for the following:

- purchase of technology, including new Chromebooks
- training for teachers at the University of Connecticut, Confratute training in the Schoolwide Enrichment Model (SEM)
- salary for a Interventions Specialist
- supplies for math and reading interventions

These purchases support the goals for 2024-2025 to increase math and language arts proficiency in students.

Farmington Campus

approximately \$63,195 allocated for the 2024-2025 school year. The committee voted to use the funds for the following:

- purchase of a technology for student use, including iPads
- Language Arts consumables
- wages for Math Aide
- math intervention supplies
- training for teachers at the University of Connecticut, Confratute training in the Schoolwide Enrichment Model (SEM)

These purchases support the goals for 2024-2025 to increase language arts and math proficiency in students.

Farmington Campus 2023-2024 Amendment

The plan listed wages for a Math Aide, but a suitable candidate has not been hired for this year. The committee met and voted to reallocate those funds to purchase additional technology and/or curriculum materials.

Religion and Education Policy

Adopted: December 11, 2013

Revised: _____

Purpose

It is the policy of Ascent Academies of Utah (the “School”) to recognize, protect, and accommodate the rights of religious practice and expression guaranteed by state and federal laws and by the constitutions of Utah and the United States.

The purpose of this policy is to help School personnel protect and accommodate individual rights of conscience in the School.

Policy

The School’s Board of Directors expects School personnel to foster mutual understanding and respect for all individuals and beliefs. Study about religion is an important part of a complete education and is necessary to achieving an understanding of history, societies, and cultures throughout the world. School curricula – including activities, discussions, assignments, displays, and performances – may refer to religious thought and expression, provided such references are designed to achieve specific educational objectives.

School personnel should neither promote nor disparage any religious, agnostic or atheistic belief or religion in general. Teaching about religion should be objective, thus avoiding any implication that religious doctrines have the endorsement of school authority. School personnel should recognize that religious holidays are observed in various ways, or not observed at all, based upon the influence of ethnic tradition, family style, or religious conviction.

Secondary students may request to be excused or refrain from participating, in activities, discussions, and assignments that they feel would violate their rights of conscience or religious freedom. Such requests must be made in a timely manner to the appropriate authorities. The parent(s) or legal guardian(s) of a minor student may also make a request for excusal on that student’s behalf. If focused on a specific activity, discussion, or assignment, and in accordance with Utah Code, State Board of Education Rules, and School Procedures, such requests will be granted routinely and without penalty.

The School’s Lead Director will adopt administrative procedures to implement this policy.

Learner Validated Program Policy

Adopted: June 25, 2021 (Continuing Enrollment Policy)

Revised: September 2, 2021

Purpose

The Board of Directors of Ascent Academies of Utah (the “School”) adopts this policy to apply in the event the School implements an online learning program, blended learning program, or personal, competency-based learning program (collectively referred to as a “learner validated program”) for the 2020-2021 and/or 2021-2022 school year. The Board is adopting this policy to help the School be able to provide a quality education to all of its students in the wake of the COVID-19 pandemic. This policy complements the School’s Attendance Policy.

Policy

In 2020, the School received approval from the Utah State Charter School Board to implement a learner validated program during the 2020-2021 and/or 2021-2022 school year. If the School elects to implement such a program during one or both of those school years, the School shall follow all applicable laws related to the program, including Utah Administrative Code Rules R277-419 and R277-607.

Consistent with R277-419, the School’s Director shall establish administrative procedures that designate a learner validated enrollment measurement to document the learner validated membership or enrollment status for each student that is enrolled in a learner validated program at the School. The learner validated enrollment measurement established by the Director may include some or all of the following components, in addition to other components, as determined by the Director:

- (a) A minimum student login or teacher contact requirement;
- (b) Required periodic contact with a licensed educator;
- (c) A minimum hourly requirement, per day or per week, when students are engaged in coursework; or
- (d) Required timelines for a student to provide or demonstrate completed assignments, coursework, or progress toward academic goals.

The Director’s administrative procedures shall also address:

- (a) How attendance for students in a learner validated program at the School will be entered and where educators will document the learner validated program attendance within their student information system; and
- (b) The conditions under which the School will mark a student in a learner validated program at the School truant (i.e., absent for half a school day or more).

The School shall document the enrollment status of each student in a learner validated program at the School in compliance with this policy and the Director's administrative procedures at least once every ten consecutive school days.

The School shall also appropriately adjust and update student membership records in the School's student information system for participating students that did not meet the learner validated enrollment measurement. The School shall withdraw a student in a learner validated program at the School from membership in the School if:

- (a) The School has not personally engaged with the student during the prior ten consecutive school days; or
- (b) The student has had ten consecutive school days of unexcused absences.

When a student in a learner validated program at the School has an unexcused absence, the School will notify the student's parent/guardian in the same manner as outlined in the School's Attendance Policy.

Sex Education Instruction Policy

Adopted: December 11, 2013 (Human Sexuality Instruction Policy)

Revised: March 25, 2019

Reviewed: March 2, 2020

Reviewed: June 28, 2022

Policy

The purpose of this policy is to ensure that the Sex Education Curriculum taught at Ascent Academies of Utah (the "School") is compliant with state law. The School will comply with applicable state law regarding the presentation of sex education instruction or instructional programs.

"Sex education instruction or instructional programs" means any course, unit, class, activity or presentation that provides instruction or information to students about sexual abstinence, human sexuality, human reproduction, reproductive anatomy, physiology, pregnancy, marriage, childbirth, parenthood, contraception, HIV/AIDS, sexually transmitted diseases, or refusal skills, as defined in Utah Code § 53G-10-402. While these topics are most likely discussed in courses such as health education, health occupations, human biology, physiology, parenting, adult roles, psychology, sociology, child development, and biology, this policy applies to any course or class in which these topics are the focus of discussion.

Every two years the Board of Directors will (a) review this policy; and (b) review data for the county in which the School is located regarding teen pregnancy, child sexual abuse, sexually transmitted diseases and sexually transmitted infections, and the number of pornography complaints or other instances reported in the School.

SEX EDUCATION PROPOSALS FOR 2024-2025

Ascent Farmington

Proposed 8th grade plan:

- lessons to be taught April 2025
- lessons to be taught from the text: Glencoe Teen Health Course #3
- ISBN: 987-0-07-877450-8
- <http://www.glencoe.com/sec/health/th32005/index.php/ut>
- Milyssa Burgener, Health Teacher will teach material and she has been State trained

Proposed 5th Grade plan:

- program in Oct 2024
- Send videos to parents to preview, and also send permission slips for parents to sign to receive instruction at school. <https://www.davis.k12.ut.us/fs/resource-manager/view/124126e2-48e2-40f7-9b29-3f36191d135d>
- <https://www.davis.k12.ut.us/fs/resource-manager/view/59ae3fb6-d233-48f8-863a-afc37259f944>
- Presentation will be the videos provided by our nurse or State trained personnel
- Videos will be sent home to 6th grade parents to have a refresher course

Committee Members:

Milyssa Burgener —Health Teacher

Clayton Reid—Principal

Valarie O'Connor—Parent

Vicky Morton —Teacher

Marita Anderson—Counselor

Hailee Williams – Office Manager

Ascent West Jordan

Proposed 8th-grade plan:

- lessons to be taught Dec 2024 and May 2025
- lessons to be taught from the Utah State Standards & guidebook found on the USBE website
- Ms. Powell, PE/Health Teacher, will teach the material and has completed the State training

Proposed 5th Grade plan:

- Send videos to parents to review with their students (separate for boys and girls) in March 2025
- Send an email to parents letting them know the school is sending out videos for parents to review at home with their students and that no video will be shown at school.
- Boys: <https://www.davis.k12.ut.us/fs/resource-manager/view/124126e2-48e2-40f7-9b29-3f36191d135d>
- Girls: <https://www.davis.k12.ut.us/fs/resource-manager/view/59ae3fb6-d233-48f8-863a-afc37259f944>

Committee Members:
Crystal Thomas: Principal
Ronnie Powell: Health Teacher
Shannon Leyba: Parent
Maria Denslow: Teacher
Ashlie Hollen: Teacher

Ascent Lehi

Proposed 8th grade plan:

- lessons to be taught April/May 2025
- lessons to be taught from the Utah State Standards, Botvin Life Skills, & guidebook found on the USBE website
- Jr High PE/Health Teacher, Wayne Gold, will teach material and he has been State trained

Proposed 5th Grade plan:

- program held March 2025
- send videos to parents to preview and watch with their child at home
- <https://www.davis.k12.ut.us/fs/resource-manager/view/124126e2-48e2-40f7-9b29-3f36191d135d>
- <https://www.davis.k12.ut.us/fs/resource-manager/view/59ae3fb6-d233-48f8-863a-afc37259f944>
- presentation will be the videos provided by our nurse or State trained personnel

Committee Members:
Wayne Gold--Health Teacher
Tricia Remington—Principal
Whitney Prows--Parent
Erin Doty--Parent
Stacy Wall--Parent

Ascent West Valley

Proposed 5th & 6th Grade maturation plan:

- program in March 2025
- send videos to parents to preview and watch with their child at home
- <https://www.davis.k12.ut.us/fs/resource-manager/view/124126e2-48e2-40f7-9b29-3f36191d135d>
- <https://www.davis.k12.ut.us/fs/resource-manager/view/59ae3fb6-d233-48f8-863a-afc37259f944>
- Presentation will be the videos provided by our nurse or State trained personnel

Committee members:
Jeanette Ledesma- Parent
Shannon Holdaway - Parent
Bethanie Johnson- Social Worker
Hailey Faiola – Vice Principal
Amanda Barbosa – Principal
Sandra Liddell – Teacher
Jill Zuniga – Counselor

Ascent Saratoga

Proposed 5th Grade plan:

- Send videos to parents to review with their students (March 2025)
- Boys: <https://www.davis.k12.ut.us/fs/resource-manager/view/124126e2-48e2-40f7-9b29-3f36191d135d>
- Girls: <https://www.davis.k12.ut.us/fs/resource-manager/view/59ae3fb6-d233-48f8-863a-afc37259f944>

Committee Members:

Jill Hawkins- Principal

Sadie Martin- Teacher

Courtney Folkman- Parent

Nichole Seiler- Parent

Kristen Dautel – Parent

Data Review regarding Sex Ed Instruction
2023-2024

incidents of teen pregnancy – 0

incidents of confirmed cases of child sex abuse – 0

incidents of sexually transmitted diseases or infections – 0

incidents of pornography being viewed on campus – 1 (WJ)