

# Wallace Stegner Academy Board of Directors Meeting



**Date:** October 29<sup>th</sup>, 2024

**Time:** 7:00 PM

**Teleconference:** <https://us02web.zoom.us/j/84037427252>

*Wallace Stegner Academy will foster a community of active learners through academic rigor and citizenship by providing an opportunity for students to achieve academic excellence.*

## AGENDA

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### CALL TO ORDER

### CONSENT ITEMS

- September 25, 2024, Board Meeting Minutes

### PUBLIC COMMENT (Comments will be limited to three minutes)

- Sex Education Curriculum 2<sup>nd</sup> public comment period

### VOTING AND DISCUSSION ITEMS

- Approve Sex Education Curriculum
- Approve 2024-2025 Kearns School Land Trust Plan
- Award Snow Removal Bids
- Lunch RFP
- One West Invoice – Kearns Campus
- Satellite Application

### CALENDARING

- Next Board Meeting is Scheduled for December 3<sup>rd</sup>, 2024, at 5:30 PM.

### ADJOURN

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call 801-444-9378 to make appropriate arrangements. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-207.



# Wallace Stegner Academy

## Board of Directors Meeting

**Date:** Wednesday September 25, 2024

**Time:** 5:30 PM

**Location:** <https://us02web.zoom.us/j/81704972814>

**In Attendance:** Sarah Vaughan, Tony Furano, Jeremy Schow, Reed Farnsworth, Frank Mangana

**Others In Attendance:** Adam Gerlach, Tyler O'Brien, Nicole Jones, Hannah Jones

*Wallace Stegner Academy will foster a community of active learners through academic rigor and citizenship by providing an opportunity for students to achieve academic excellence.*

## MINUTES

### CALL TO ORDER

Jeremy Schow called the meeting to order at 5:31 PM.

Sarah Vaughan entered the meeting at 5:33 PM.

### CONSENT ITEMS

- September 7, 2024, Board Meeting Minutes

*Tony Furano made a motion to approve the September 7, 2024, Board Meeting Minutes. Reed Farnsworth seconded. The motion passed unanimously. The votes were as follows: Sarah Vaughan, Aye; Jeremy Schow, Aye; Reed Farnsworth, Aye; Frank Mangana, Aye; Tony Furano, Aye.*

### PUBLIC COMMENT

There were no public comments.

### VOTING AND DISCUSSION ITEMS

- Approve LEA Licenses

Adam Gerlach explained the additional LEA License that is needed for a new hire. The board had no questions or concerns.

*Frank Mangana made a motion to approve the LEA License as discussed. Tony Furano seconded. The motion passed unanimously. The votes were as follows: Sarah Vaughan, Aye; Jeremy Schow, Aye; Reed Farnsworth, Aye; Frank Mangana, Aye; Tony Furano, Aye.*

- Field and Playground Purchase – Kearns Campus

This item was tabled.

- 2024-2025 TSSA Plan – Kearns Campus

Adam Gerlach explained that this is the same TSSA plan that was approved for the other two campuses. The board had no questions or concerns about the plan. *Reed Farnsworth made a motion to approve the 2024-2025 TSSA Plan for the Kearns Campus. Sarah Vaughan seconded. The motion passed unanimously. The votes were as follows: Sarah Vaughan, Aye; Jeremy Schow, Aye; Reed Farnsworth, Aye; Frank Mangana, Aye; Tony Furano, Aye.*

## **CALENDARING**

The next board meeting is scheduled for November 21, 2024, at 5:30 PM.

## **ADJOURN**

*At 5:38 PM Sarah Vaughan made a motion to adjourn the meeting. Tony Furano seconded. The motion passed unanimously. The votes were as follows: Sarah Vaughan, Aye; Jeremy Schow, Aye; Reed Farnsworth, Aye; Frank Mangana, Aye; Tony Furano, Aye.*

# Wallace Stegner Academy

## Sex Education Curriculum



<https://www.davis.k12.ut.us/page/health-education>

Girls:

[https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded\\_file/4672/dsd/4244706/5thGradeMaturati on-Girls.mp4](https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded_file/4672/dsd/4244706/5thGradeMaturati on-Girls.mp4)

Boys:

[https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded\\_file/4672/dsd/4244707/5thGradeMaturati on-Boys.mp4](https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded_file/4672/dsd/4244707/5thGradeMaturati on-Boys.mp4)



## 2024/2025 Wallace Stegner Academy: Kearns Utah School Land Trust Plan

**Plan:** WSA will employ a data and early literacy specialist / coach who will spend the majority of their time working to improve literacy in grades K-4. Land trust funds will be used to fund the majority of their salary. Extra funds will be used to purchase new student Chromebooks to replace older computers that are no longer able to be updated.

**Measurements:** WSA's mission is to close the achievement gap for low-income students. WSA's student population is made up of 60% low-income students. Our goal for the Kearns campus is to obtain a 5% increase of students who score "on or above benchmark" from the 2024/2025 BOY Acadience scores to the 2024/2025 EOY Acadience scores.

**Cost:** The projected Utah School Land Trust allocation to the Kearns campus is currently \$50,251. WSA will use this full amount to pay for a portion of the total compensation of this individual employee with any additional funds to be spent replacing student computers that need to be retired this year.

**Remaining Funds:** Any remaining funds will be spent on purchasing new student computers to replace any computers that reach their shelf life this year.



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3955 West 700 South  
Salt Lake City, UT 84104

## **Snow Removal 2024/2025**

Prepared By: Victor Camargo

9/16/2024

For: Adam Gerlach

**Wallace Stagner Kearns**

Thank you for contacting us about our snow removal services. Please review the following proposal which includes the services you requested, terms and conditions, and payment schedule (if applicable). We have also included pricing for optional services in the event of a heavy winter.

If you would like to meet with me at the site to further discuss your snow removal services, please reach out and we can schedule a meeting. If you have any questions or require additional information, please do not hesitate to call. I appreciate the opportunity to be of service to you and look forward to working with you in the future.

Kind Regards,

Victor Camargo

801 906-3343

[victor@letstalkdirt.com](mailto:victor@letstalkdirt.com)



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Phone: 801-261-1733 ~ Fax: 866-505-8620



Date: 09/16/2024

**Wallace Stagner Kearns**  
**4590 South 5600 West**  
**Kearns, UT 84120**

Contact: Adam Gerlach

Phone: 801-867-5882

Email: agerlach@wsacharter.org

Prepared By: Victor Camargo

Email: victor@letstalkdirt.com

Phone: 801-906-3343

Opportunity Number: 22519

<b>Contract Installment Services</b>	<b>Qty</b>	<b>Unit \$</b>	<b>Total \$</b>
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**Winter Services Management**

<b>Snow Removal Management Fee</b>	5	\$250.00	\$1,250.00
Winter services preparation, management, and ongoing site monitoring of weather conditions. Seasonal amount invoiced monthly during service contract.			

**Total Installment Services**

**\$1,250.00**

<b>Billed Upon Completion Services</b>	<b>Qty</b>	<b>Total \$</b>
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**Parking Lot Clearing**

Snow clearing initiated at 1" accumulation.

<b>Snow Plowing 1.0"-2.9"" accumulation</b>	\$145.00
<b>Snow Plowing 3.0"-5.9" accumulation</b>	\$200.00
<b>Snow Plowing 6.0"-11.9"" accumulation</b>	\$275.00
<b>Snow Plowing over 12" accumulation</b>	\$380.00

<b>Time &amp; Materials Services</b>	<b>Qty</b>	<b>Total \$</b>
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**Sidewalk Clearing Rates**

Snow clearing initiated at 1" accumulation.

**Snow Clearing Walks Labor Rates**

Invoiced at hourly rate with a 2 hour minimum charge.



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<i>Shovel/Snow Blower</i>	1	\$55.00
<i>Side Walk ATV</i>	1	\$95.00
<i>Side Walk UTV</i>	1	\$125.00

### **Ice Control Products**

#### **Sidewalk Ice Control Products**

Applied during sidewalk clearing events.

<i>Ice Melt per 50lb Bag</i>	1	\$23.00
<i>Liquid Brine Mix per gal</i>	1	\$4.00

#### **Bulk Road Salt**

Minimum charge of \$85 per visit

<i>Bulk Road Salt per lb</i>	1	\$0.20
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<u><b>Optional</b></u>	<u><b>Qty</b></u>	<u><b>Total \$</b></u>
<b>Brine Application Drive Lanes and Parking Lots Pre-Treatment</b>	1	\$175.00
Pre-treatment of anti-icing Liquid Brine solution on drive lanes and parking lots. Pre-treatment prevents snow and ice pack from bonding to surface from early traffic.		
<b>Liquid Brine Sidewalk Post-Treatment</b>	1	\$150.00
Application of Liquid Brine solution after snow clearing events on sidewalks and entryways. Used in place of granular ice melt products.		



## PAYMENT SCHEDULE

SCHEDULE	TOTAL PRICE
November	\$250.00
December	\$250.00
January	\$250.00
February	\$250.00
March	\$250.00
	<b>\$1,250.00</b>

### Terms and Conditions

It is agreed that Landscape Solutions, Inc. (hereinafter referred to as "LSI") shall provide Snow Removal Services for the Client. Snow Removal Services will be initiated when snow accumulation reaches the agreed upon depth of **2 inches** or more for the clients property. Client agrees to allow Landscape Solution's, Inc. to decide if services are warranted based upon snow accumulations and weather at the Clients particular location. Client understands that snow accumulations may vary throughout the city/area, and that accumulations in one section of the city/area are not necessarily indicative of the accumulation at the Clients particular location. Client also understands that drifting snow may necessitate services at their location, regardless of the total snowfall at the location.

It is agreed that, snow plowing fees are based on a per visit service or per monthly installment service, whichever is specified in contract. If multiple visits are required during a 24-hour period due to continuous snowfall, an additional service fee will be applied for per visit fee contracts only. Accumulations greater than 4" may result in additional charges to compensate for additional work required to clean the snow from lot for per visit fee contracts only.

Quoted rate is for services rendered during our regular service route, at which time all other accounts are being checked and/or serviced. Special requests for services (i.e. a request to plow a driveway or specific location mid-afternoon) will be subject to an additional charge.

Client agrees that plowing, shoveling, and/or the use of ice melt products at a particular location may not clear the area to "bare pavement", and that slippery conditions may continue to prevail even after being serviced. Client 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. Client agrees that LSI shall not be held liable for any injury, medical and/or legal expenses resulting in accidents or injuries related to snow and/or ice to residents, tenants, pedestrians, animals, and/or vehicles visiting or passing through the property. Client also understands and agrees that LSI is not responsible and cannot be held liable for the thaw and freeze cycle, and that this naturally occurring event may cause ice to form or re-form on level and/or uneven surfaces.

It is agreed that LSI accepts no liability and shall not be held responsible for regular damage, such as wear and tear of speed bumps, protruding objects, and general scraping which is to be expected from snow removal services. If the Client elects to use deicing material on driveway or sidewalks, Client releases LSI from any obligation for damage to landscaping, plants, and/or hard surface areas.

Sidewalk snow plowing is selected as an option. Client understands that sidewalk crews may not be able to safely work if temperatures and wind conditions combine to make wind chill factors below zero (0) degrees Fahrenheit. Client agrees and understands that LSI reserves the right to stop working when severe conditions exist.

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders. This estimate does not include material price increases, or additional labor and materials which may be required should any unforeseen problems arise after the work has started. In the event of an unforeseen increase in the price of fuel, LSI reserves the right to increase prices on contracts upon notification to client.

**Terms:** The terms of this agreement shall be from 11/1/2024 12:00:00 AM to 3/31/2025 12:00:00 AM . The parties agree that either party may terminate this agreement with or without cause upon 30 days written notice to the other party. Upon termination of this agreement, all monies for prorated services of monthly installment contracts, and regular services for per service/range billing contracts, that have already been rendered shall be due immediately.

**Termination For Breach:** The parties agree that either party may terminate this agreement in the event of a material breach. The breaching party will have thirty (30) days following receipt of written notice by the non-breaching party to remedy or desist the breach before the non-breaching

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party may terminate the agreement. Upon termination, all fees for services previously rendered will be due immediately. In the event of an early termination all prorated services will be billed according to the work that has been completed

**Billing and Payment:** For per service and range billing contracts Invoices will be submitted after each snow event. Monthly installment contracts will be billed at the first of each month. The total payment is due upon receipt of the invoice. A finance charge of 10% will be assessed on account balances after 30 days. A \$25.00 fee will be charged for all returned checks. We reserve the right to discontinue services at any time for any accounts that become past due.

**Holiday Events:** Client agrees that if a weather event occurs and requires services on any major Holiday (Thanksgiving, Christmas, Christmas Eve, New Years Eve, New Years Day, and/or Easter), Services will be billed at one and one-half times (1.5 times) the regular rate for all per service and range billing contracts.

**Refusal of Services and Liability:** If Client refuses services, LSI assumes no responsibility and/or liability for any injury or damages resulting from the refusal to remove snow or ice. LSI is also not responsible and/or liable for any injury or damages resulting from the removal of snow or ice by the Client and/or any other third party.

**Mediation/Arbitration:** Any dispute regarding the quality of Landscape Solutions, Inc.'s workmanship shall be referred to mediation or non-binding arbitration prior to the Client filing suit in a court of law.

**Limitation of Liability:** If any legal action arises out of this agreement, Landscape Solutions, Inc.'s liability to Customer shall be limited to the previous 60 days prior to the filing of the lawsuit. Customer shall not be entitled to recover from Landscape Solutions, Inc. any other type of damages whatsoever.

**Attorney Fee Provision:** Client understands and accepts that legal action may result in an attempt to enforce any provisions under this agreement. This includes without limitations: any lawyers' fees, and any costs and expenses of suit (or bringing suit), which may be passed on to the client.

**Severability:** In the event that any provision of this agreement is judged to be invalid by a court of competent jurisdiction, such judgment shall not affect the validity of any other provisions, and the remaining provisions shall remain in full force and effect.

**Protection Against Liens and Civil Action:** Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as part of this contract, if and only if the following conditions are satisfied: (1) the owner entered into a written contract with either a real estate developer or an original contractor; (2) the original contractor was properly licensed or exempt from licensure under title 58, chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and (3) the owner paid in full the original contractor or real estate developer or their successors or assigns in accordance with the written contract and any written or oral amendments to the contract. An owner who has satisfied all of these conditions may perfect his protection from liens by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing by calling (801) 530-6628 or toll free in Utah only (866) 275-3675 and requesting to speak to the Lien Recovery Fund.

**Acceptance of Proposal:** The prices, specifications, and conditions of this proposal are satisfactory and are hereby accepted. Landscape Solutions, Inc. is hereby authorized to do the work as specified. Payment will be made as stated above

By

  
Victor Camargo

Date 9/16/2024

Landscape Solutions, Inc.

By



Date 10/8/2024

Wallace Stagner Kearns



www.LetsTalkDirt.com  
Phone: 801-261-1733 ~ Fax: 866-505-8620





**ONEWEST**  
CONSTRUCTION

290 N FLINT ST.  
KAYSVILLE, UT 84037

## Invoice

Date	Invoice #
9/10/2024	WWVK-1

**Bill To**

## WALLACE KEARNS EXTRAS

Description	Amount
COR#1 TURF, LOGO, SERVING STATION PLUMB.	413,275.00
COR#2 BIG TOY, SOCCER LINES, & OUTLETS	161,899.10
COR#3 CONDUIT FOR EV CHARGER	4,620.00
COR#4 2BOLLARDS, KINDER FENCE, RED CURB	11,737.00
DEDUCT AS PER SHELDON, OUTLETS, FEE	-5,100.00
DEDUCT AS PER SHELDON, BOLLARDS, KINDER FENCE, CURB PAINTING, FEES	-4,100.00
<b>Total</b>	<b>\$582,331.10</b>



## New Satellite School Application

Charter School Name:

Wallace Stegner Academy

Charter School Director:

Anthony Sudweeks, Adam Gerlach

This request is for: (select one)

**Satellite School**

**Grade levels currently served:** K-9

**Grade levels requested for satellite:** K-8

**Current max enrollment:** 2,220 students

*(Note: WSA's Kearns Campus is authorized to expand through 12<sup>th</sup> grade by SY30 for a total max enrollment of 2,910 students.)*

**Max enrollment requested for satellite:** 810

**Current LEA locations:**

Campus 1: Salt Lake City (Salt Lake School District).

Campus 2: West Valley City (Granite School District).

Campus 3: Kearns (Granite School District).

**Requested locations for satellite schools (city and district):** Sunset, Clinton, Clearfield (Davis School District), Roy (Weber School District).

**Large Expansion**

Grade levels currently served:

Grade levels requested for satellite:

Current max enrollment:

Max enrollment requested for satellite:

I certify that this request is being made by the governing board and has been discussed in an open and public meeting.

\_\_\_\_\_  
Board Chair/Date

\_\_\_\_\_  
Director/Date

Please select one response per requirement:

<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No	1. The charter school complies with the requirements of federal and state laws, regulations, and Board rule.
<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No	2. The charter school meets the academic and other standards and requirements of the charter school authorizer.
<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No	3. The charter school is in good standing with the SCSB.
<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No	4. The charter LEA, as a whole, qualifies as high performing under the SCSB's approved definition of high performing.
<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No	5. The school complies with all public-school legal obligations.
<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No	6. The charter school has no outstanding corrective action that has not been resolved by completion of a corrective action plan.
<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No	7. The charter school has a hiring plan in place to ensure there are adequate qualified administrators and staff to meet the needs of the proposed student population.

**REQUIRED ATTACHMENTS:**

1. Provide a 1-page explanation of the justified need for the requested new satellite school or large expansion. (See, **ATTACHMENT 1**)
2. Provide a 1-page overview describing how the new satellite school or large expansion will provide educational services consistent with state law and Board rule. (See, **ATTACHMENT 2**)
3. Provide a 1-2-page plan for the new satellite school or large expansion to administer and have the capacity to conduct statewide assessments, including proctoring statewide assessments. (See, **ATTACHMENT 3**)
4. Provide a 1-3-page detailed description of the evidence-based instruction for special populations that will be provided to students as required by federal law. (See, **ATTACHMENT 4**)
5. Provide a 1-3-page market analysis. (See, **ATTACHMENT 5**)
6. Provide a 2-4-page response addressing if the charter school is operationally successful, taking into consideration at least two years of data for every school under the charter agreement. (See, **ATTACHMENT 6**)

## ATTACHMENT 1 Justification for Satellite

Wallace Stegner Academy (“WSA”) serves 2,166 students across three campuses in Salt Lake County. Our first campus opened in the fall of 2016 in Salt Lake City and currently serves 684 students in grades K-8. Our second campus opened in the fall of 2021 in West Valley City and currently serves 702 students in grades K-8. In August 2024, we opened our new Kearns campus which currently serves 780 students in grades K-9. All three campuses were strategically located in areas that would help us meet our primary objective: to serve the specific needs of students who are at risk of academic failure. These students are often economically disadvantaged, language minority, and multicultural students that lack opportunities to take advantage of better public education options. Many of these students are years behind their peers academically, which prevents them from accessing curriculum and connecting to an academic school culture in a meaningful way.

While our primary objective is to serve the specific needs of students who are at risk of academic failure, our secondary objective is to close the achievement gap for as many students as possible and to prepare our students for their future careers as high school students, university students, and beyond. Over the course of the past year, we have been actively searching out new communities where this achievement gap exists. As a result, we have identified a community/target area that meets our objectives and would benefit from our program. For purposes of this application, we selected the cities of Sunset, Clinton, Clearfield, and Roy as our target area. Specifically, we have identified a proposed location for our school at approximately 150 W. 2500 N. in Sunset, Utah.

As detailed in *Attachment 5: Market Analysis* below, our target area and targeted demographic profile consists of schools that report above-average enrollment rates of students that are economically disadvantaged, language minority, and/or multicultural students. In terms of the academic achievement gap that exists between these schools and their corresponding districts, schools within the target area have struggled to meet district or state average proficiency rates. Of the 13 schools that fall within 2.5 miles of our proposed location, only one school (Parkside Elementary [Davis District]) met/exceeded district and state average proficiency rates in language arts, mathematics, and science.<sup>1</sup> On average, Davis and Weber districts consistently outperform these schools by 10 percentage points in language arts, 12 percentage points in mathematics, and 6 percentage points in science.<sup>2</sup>

All parents want a great education for their children regardless of their economic status or any other status. Parents want their children to be treated as capable individuals, and they want their children to have the best chance possible to succeed in life. Wallace Stegner Academy’s families know that our educational program will provide their students with these opportunities. Families come to WSA because we are a high-performing school with a demonstrable and successful record for providing: direct instruction; data-driven instruction; ability based Math, Reading, and Language Arts classes for all students; character development curriculum; and explicit Academic English Language classes for English Language Learners. Students in our proposed target area deserve these same opportunities and no school in the target area offers this wide range of methods designed specifically around the needs of the students.

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<sup>1</sup> Target area schools include Clinton Elementary, Doxey Elementary, Holt Elementary, Parkside Elementary, Sunset Jr. High, Sunset Elementary, Wasatch Elementary, Lakeview Elementary, Municipal Elementary, Roy Elementary, Midland Elementary, Riverdale Elementary, and Valley View Elementary.

<sup>2</sup> Proficiency data source: Utah State Board of Education, Data Gateway, *Student Proficiency Results*, <https://datagateway.schools.utah.gov/Assessment/StudentProficiency/2024/StudentProficiencyPublic>

## **ATTACHMENT 2** **Educational Services**

Utah Admin. R277-552-6 outlines over 25 separate and distinct requirements that must be met by charter schools seeking an expansion/satellite. One of the primary legal requirements of public schools in Utah is to provide a free public education unless otherwise specified by law. This legal requirement is particularly important when schools enroll a high percentage of economically disadvantaged students. Accordingly, WSA does not charge any school fees. Notwithstanding, WSA maintains a Fee Waiver Policy in accordance with state law. In addition, there are a variety of other legal requirements that protect students/parents' rights. For instance, WSA is obligated to protect student privacy and data. Accordingly, WSA provides families with the following notices: Notice of Directory Information, Notification of Rights under FERPA, Notification of Rights under PPRA and Utah FERPA, and Student Data Collection Notice. Our Family Education Rights and Privacy Policy, Student Data Privacy and Security Policy, and Information Technology Security Policy govern student privacy and data protection, and our Data Governance Plan encompasses the full life cycle of our students' data, from acquisition to use and disposal.

As a Utah public charter school, we are also charged with the legal responsibility to provide a safe learning environment for our students. To ensure every WSA student has the opportunity to learn in a safe environment that is free of unnecessary disruption and conducive to the learning process, WSA has adopted a Student Conduct and Discipline Policy and Procedures that govern student safety and discipline in accordance with Utah Code Ann. § 53G-8-202 *et. seq.* and Utah Admin. R277-609.

Wallace Stegner Academy also adheres to its Staff Code of Conduct Policy which establishes a professional standard of care for preventing and prohibiting sexual conduct between employees and students and regulates behaviors of school employees towards students. Additionally, WSA has adopted and adheres to a Child Abuse and Neglect Reporting Policy and Sexual Abuse and Molestation Prevention Policy which, as required by law, instruct personnel on reporting obligations and procedures; investigation and follow-up responsibilities; signs of abuse; prohibitions on retaliation; employee screening; and training requirements. Lastly, WSA has adopted an Electronic Resources Policy, Bullying & Hazing Policy, and has developed a youth suicide prevention program to further support its efforts to protect students' health and safety.

Wallace Stegner Academy is also required to adhere to certain standards that ensure the school is governed and operated in a responsible and ethical manner. Accordingly, WSA convenes and conducts all board meetings in accordance with the Utah Open and Public Meetings Act to ensure that the board deliberates and conducts its business in the public. When entering into agreements with third parties, WSA follows applicable laws, including but not limited to the Utah Procurement Code, in connection with the procurement of services, supplies, and equipment. To ensure our financial records are managed in accordance with applicable law, WSA uses fund and program accounting methods and standardized account codes capable of producing financial reports that comply with GAAP, reporting requirements, and accounting report standards. WSA's Financial Reporting Policy requires that the school practices sound financial reporting in accordance with state and federal law and applicable accounting standards. In accordance with Utah Admin. R277-113, WSA has adopted, implemented, and made publicly available the fiscal policies governing the use and management of WSA's funds. These policies govern our financial practices, accounting procedures, budgeting procedures, and ethical financial practices.

To remain in compliance, our board closely monitors and updates our policies, and our Executive Directors ensure appropriate trainings are conducted and perform classroom observations throughout the year to ensure the operation and delivery of our program remains in compliance.

## **ATTACHMENT 3** **Capacity to Provide Statewide Assessments**

Wallace Stegner Academy's Executive Directors rely on accurate assessment data to assess the effectiveness of teaching strategies and to analyze students' learning needs in an effort to develop and improve instructional practices. Our Executive Directors, administrative team, and teaching staff are very familiar with their obligation to administer annual standards assessments as required by Utah Code Ann. § 53E-4-303 and Utah Admin. R277-404. Our administrative leadership team has eight years of experience with the coordination, administration, and proctoring of the standards assessments in mathematics, English, science, and writing to our students in the appropriate grade levels.

At WSA, we ensure that each campus has access to all the necessary testing materials, student login information, scratch paper, assessment booklets (if applicable), student testing materials, etc. These materials are provided by the USBE and assessment providers. Our administration coordinates with appropriate sources to ensure each campus has what is required. In addition, our Executive Directors identify testing locations and procedures and help campus staff identify the best locations within the school to administer the assessments. They also ensure that the location has suitable ease of use, is quiet, comfortable, and away from the distractions of regular school business.

Our Executive Directors ensure adequate staffing is also available. Our Executive Directors provide test administration training to all staff who will be proctoring the assessments. This ensures that staff members understand assessment rules and procedures. This training includes, among other things, how to handle incidents, verify student identities, and how to maintain test security. Our Executive Directors also develop a testing schedule that aligns with state testing deadline windows. The schedule specifies which students and staff will be completing the assessments on specific dates and at specific times. Assessment logistics also include the correct way to distribute and collect testing materials securely. To ensure testing security, our team takes measures to prevent cheating and materials tampering. These measures include, but are not limited to, secure storage of test materials, monitoring of testing areas, and adherence to test proctoring protocols. We also identify students who require accommodations due to special needs and ensure that these accommodations are provided in accordance with IEPs and IDEA.

WSA's leadership team continually evaluates the effectiveness of our testing plan and process, and they make improvements, as needed, to ensure that the process is fair and consistent for all students.

## **ATTACHMENT 4**

### **Special Populations**

Wallace Stegner Academy's special populations, including students with disabilities and English Language Learners, receive evidence-based instruction tailored to their individual needs as required by law. To meet our obligation to provide this evidence-based instruction, WSA uses a Multi-Tiered Systems of Support approach. All students at WSA have equal access to quality Tier I instruction. This core Tier I instruction aligns with our academic focus and commitment to effective teaching strategies. All students are taught using and have access to evidence-based curriculum and materials.

Wallace Stegner Academy's approach to providing evidence-based instruction ensures: (i) that learning goals will be performance-based which will contribute to increased student learning by focusing instruction on targeted outcomes; (ii) that learning goals will be based on high academic standards and measured regularly; (iii) that instruction will be task-oriented and will emphasize work completion; (iv) that accelerated curricular opportunities will be identified and made available to students; and (v) that data informs our decision-making and assists our efforts to diagnose learning needs and degrees of mastery.

Students at WSA that are identified as part of special populations and other students at risk of academic failure also participate in Tier 2 instruction as part of an RTI program. Tier 2 instruction includes research-based intervention that addresses the unique needs of students in special populations. These targeted interventions are provided using evidence-based instruction and strategies that have demonstrated effectiveness in improving academic outcomes for students with disabilities, students who are English Language Learners, and students who are affected by poverty. These Tier 2 interventions are based on assessment data for each individual student and can be flexible based on specific student need and growth.

Students identified as members of special populations also receive Tier 3 instruction. This instruction includes Special Education instruction according to each student's Individualized Education Program (IEP), and targeted instruction for English Language Learners identified by WIDA, and is provided by our teaching staff which is specifically trained and licensed in those specialized areas of instruction.

For students with disabilities (IEPs and 504s), an individual plan is created with a team, including parents or caregivers, to outline the specific needs of each student and how WSA staff will use evidence-based interventions, accommodations, and instructional strategies to support each student's growth and learning.

Specialized language support is provided for students identified as English Language Learners. Wallace Stegner Academy uses evidence-based strategies such as, sheltered instruction, language support programs, and specialized instruction by a highly qualified teacher who provides specific language instruction to those students.

All tiers of instruction conduct ongoing assessments and progress monitoring, including state mandated assessments, to track the development of students with disabilities, English Language Learners, and students affected by poverty. Data-driven decision-making about instruction and interventions are an integral part of our focused effort to adjust instruction and ensure each student's academic growth.

## ATTACHMENT 5

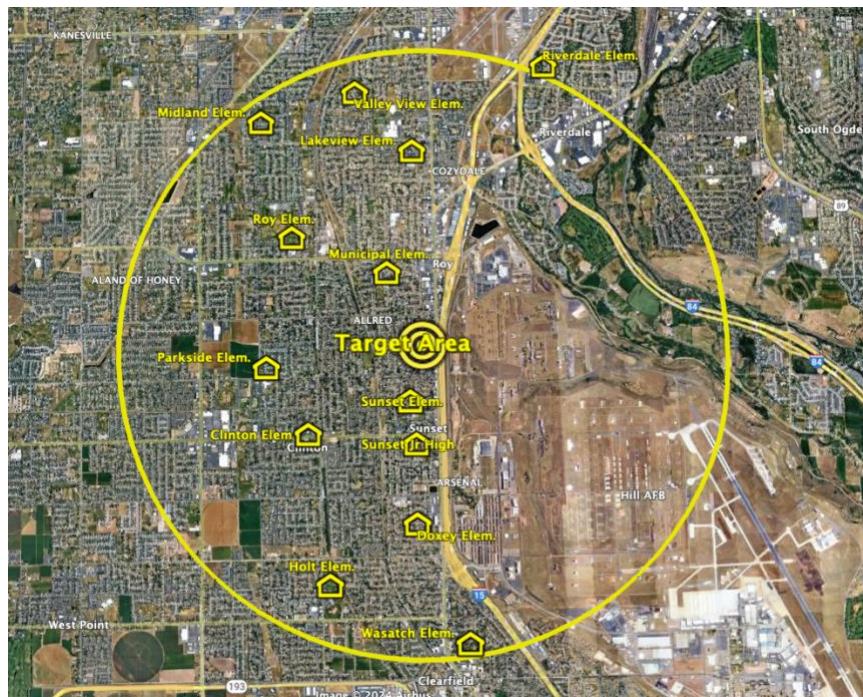
### Market Analysis

#### Target Area Description

The general target area is defined as Sunset, Clinton, Clearfield, and Roy. This area falls within the boundaries of both Davis School District and Weber School District. Within this general target area, we have identified a building that we have the option to occupy if our satellite request is approved. Specifically, we intend to locate our new satellite in a retired Davis School District elementary school building (formerly Fremont Elementary School). The facility is located at approximately 160 W. 2525 N, Sunset, Utah. While WSA is not obligated to lease or occupy the facility, we are in current negotiations to secure the building for our satellite school. If approved, we will continue negotiations and due diligence to ensure the facility will meet the needs of our students and our program. If we elect to search for another location, we will follow the same processes we have used in the past to identify and secure our other three campus facilities.

For purposes of this analysis, we have focused our attention on the student population and schools that exist within 2.5 miles of our targeted location at 160 W. 2525 N., Sunset, Utah. The analysis consists of one junior high school and 12 elementary schools that fall within this 2.5 mile radius.<sup>3</sup>

According to the USBE's 2024 fall enrollment report, approximately 5,332 students attend K-9 district schools located within our target area.<sup>4</sup> Based on this report, 35% of students residing in the target area are racial/ethnic minorities, 45% are economically disadvantaged, and 8% are English Language Learners.<sup>5</sup> These student demographics provide context to a discussion of population growth and development in area.



Our target area can be described as an area of low growth that contains minimal new housing projects that are planned, under construction, or recently completed.<sup>6</sup> According to US Census estimates from the period of April 1, 2020 to July 1, 2023, population in the cities of Sunset, Clinton, Roy and Clearfield experienced a 2% increase.<sup>7</sup> 93% of this population growth occurred in Clearfield, and the cities of

<sup>3</sup> Target area schools include Clinton Elementary, Doxey Elementary, Holt Elementary, Parkside Elementary, Sunset Jr. High, Sunset Elementary, Wasatch Elementary, Lakeview Elementary, Municipal Elementary, Roy Elementary, Midland Elementary, Riverdale Elementary, and Valley View Elementary.

<sup>4</sup> Utah State Board of Education, *Fall Enrollment by Grade Level and Demographics, October 1, 2024, School Year 2024-2025*.

<sup>5</sup> *Id.*

<sup>6</sup> Kem C. Gardner Policy Institute, August 26, 2022, *Davis County Demographic Insights*, [https://utahlanduse.org/wp-content/uploads/2022/08/20220826\\_Davisv2.pdf](https://utahlanduse.org/wp-content/uploads/2022/08/20220826_Davisv2.pdf).

<sup>7</sup> See, United States Census Bureau, <https://www.census.gov/quickfacts/>

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### Market Analysis

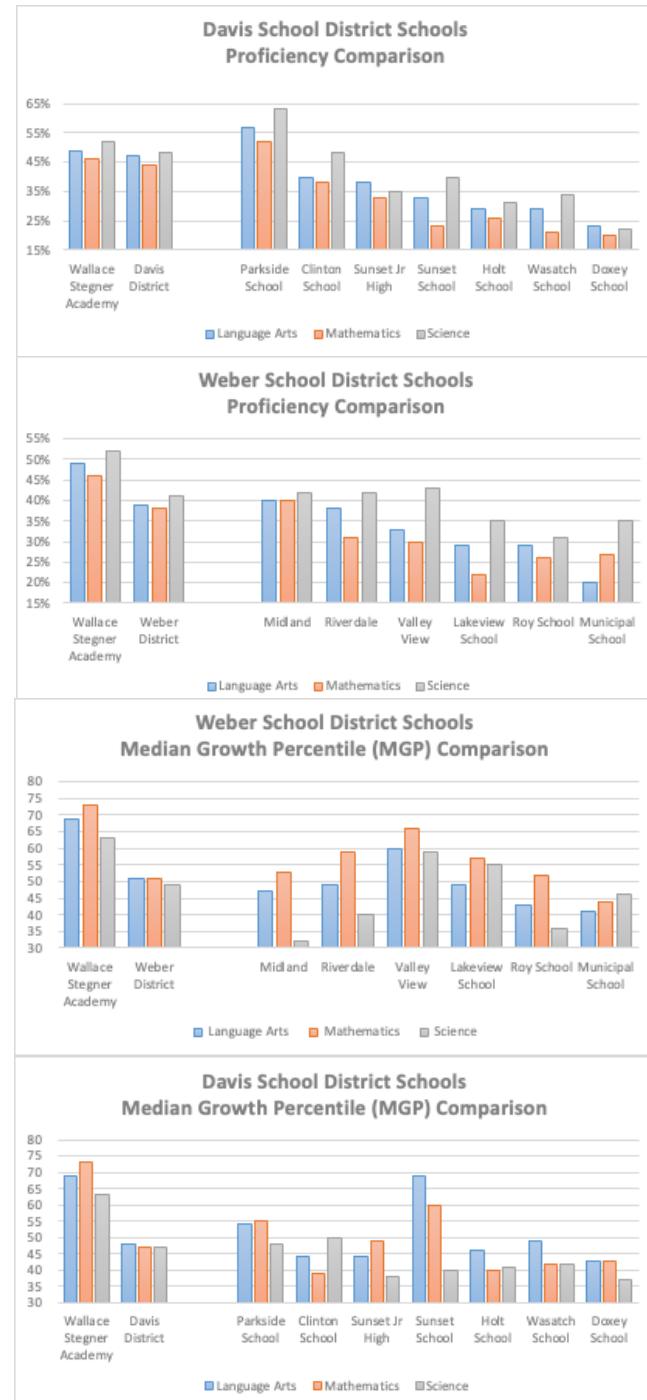
Sunset and Roy reported slight decreases in total population during the same timeframe.<sup>8</sup> In short, we are not targeting a community that is experiencing overcrowded classrooms due to increased housing developments or population growth. Our target area and targeted demographic profile consists of a student population that has above average percentages of students that are economically disadvantaged, language minority, and/or multicultural students that attend schools which struggle to keep pace with state and district outcomes.

#### **Educational Environment**

As noted earlier in this application, the target area's student demographic profile resembles that of WSA's current enrollment which can be characterized by higher-than-average percentages of economically disadvantaged students, ethnic/racial minority students, and ELL students.

The charts to the right illustrate the achievement gap that exists between the proficiency rates and MGP of the districts as a whole and the individual schools in our target area. On average, district proficiency rates exceed these individual schools' rates by 10 percentage points in language arts, 12 percentage points in mathematics, and 6 percentage points in science. Similarly, on average, WSA's proficiency rates exceed the target area schools' rates by 15 percentage points in language arts, 16 percentage points in mathematics, and 13 percentage points in science.

A comparison of the proficiency data of each WSA campus to its closest surrounding schools emphasizes the improved learning outcomes at WSA. When compared to the closest 10 schools, our Salt Lake campus proficiency rates exceed the average of the surrounding schools' proficiency rates by 25 percentage points in language arts, 18 percentage points in mathematics, and 21 percentage points in science.<sup>9</sup> Likewise, our West Valley



<sup>8</sup> *Id.*

<sup>9</sup> Schools referenced include the following: Parkview Elem, Franklin Elem, Mountainview Elem, Edison Elem, Glendale Jr High, Riley Elem, Meadowlark Elem, Dual Immersion, Endeavor Hall, Mana Academy.

Proficiency data source: Utah State Board of Education, Data Gateway, *Student Proficiency Results*, <https://datagateway.schools.utah.gov/Assessment/StudentProficiency/2024/StudentProficiencyPublic>

## ATTACHMENT 5

### Market Analysis

campus proficiency rates exceed the average of the surrounding schools' proficiency rates by 21 percentage points in language arts, 21 percentage points in mathematics, and 23 percentage points in science.<sup>10</sup> After opening three campuses in locations where student proficiency fell far below district and state averages, we believe we have a proven methodology to close the achievement gap that exists in our target area and meet the needs of students that will enroll in our satellite school.

#### Community Outreach, Marketing & Enrollment

All parents want a great education for their children regardless of their economic status or any other status. Parents want their children to be treated as capable individuals, and they want their children to have the greatest chance to succeed in life. Families come to WSA because we have a demonstrable and successful record for providing: direct instruction; data-driven instruction; ability based Math, Reading, and Language Arts classes for all students; character development curriculum; and explicit Academic English Language classes for English Language Learners. No schools in the target area offer this wide range of methods designed specifically around the needs of the students. One of the greatest indicators of our ability to effectively market to a broad cross-section of families and prospective students in a new area is our experience planning and opening our other three campuses. As noted in the target population description above, WSA serves a diverse student population, of which, 78% are racial/ethnic minorities, 60% are economically disadvantaged, and 26% are English Language Learners. Since WSA's inception, notifying members of a new community about the enrollment opportunities available at WSA has been a high priority for our board, and our enrollment goals have been tied directly to our Executive Directors' yearly evaluations. As a result, our board and Executive Directors have worked together to establish and achieve our enrollment goals every year since our opening, and we will continue this approach with the satellite school.

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<sup>10</sup> Schools referenced include the following: West Valley Elem, Gearld L Wright Elem, Valley Crest Elem, Armstrong Elem, Whittier Elem, Hunter Jr High, Matheson Jr High, Esperanza, Entheos Academy, Monticello Academy.

Proficiency data source: Utah State Board of Education, Data Gateway, *Student Proficiency Results*, <https://datagateway.schools.utah.gov/Assessment/StudentProficiency/2024/StudentProficiencyPublic>

## **ATTACHMENT 6** **Operational Success**

At WSA, we are proud of our track record for operational and academic success. Wallace Stegner Academy operates in compliance with the terms of our charter agreement, and we believe we are truly impacting education in Utah. However, for purposes of this application, and in accordance with Utah Admin R277-552(7), a charter school is considered “operationally successful” if it meets certain criteria. The criteria listed in the Utah State Charter School Board’s *New Satellite School or Large Expansion Application* are addressed below:

*Debt Coverage Ratio:* Wallace Stegner Academy has maintained at least a 105% debt coverage ratio for each of the three years before this request for a satellite. FY24: 1.83. FY23: 1.78. FY22: 2.36.

*Financial Viability:* Wallace Stegner Academy’s AFR, APR and audited financial statements all demonstrate WSA’s financial viability and stability.

*Lease-Adjusted Debt Burden Ratio:* Wallace Stegner Academy has maintained a net lease-adjusted debt burden ration of under 25% for each of the last three years. FY24: 19.8%. FY23: 22.8%. FY22: 11.3%.

*Revenues Exceeding Expenditures.* In FY21 and FY22, WSA’s revenues exceeded its expenditures. However, in FY23 and FY24, WSA did not technically meet this requirement due to a planned construction project which utilized 2022 bond proceeds. The actual expenses associated with the 2022 bond proceeds were incurred in FY23 and FY24. In FY23, WSA reported a \$14,328,000 building purchase and \$1.6M of construction related to the bonds and related bond expenses. While the bond closed in FY22, the construction related transactions did not take place until FY23. Without these one-time expenses, WSA’s revenues exceeded expenses. Similarly, in FY24, WSA reported \$1.3M in construction costs related to the 2022 bonds. Without these one-time expenses, WSA’s revenues exceeded expenditures.

*Charter Agreement.* Wallace Stegner Academy is meeting the terms of its charter agreement with the Utah State Charter School Board.

*Re-Enrollment Rate.* Wallace Stegner Academy has maintained a re-enrollment rate of at least 80% for each of the last three years. FY25: 90%. FY24: 86%. FY23: 81%.